

**LOCAL COLLECTIVE AGREEMENT AND ARRANGEMENTS**

**BETWEEN**

**SIR WILFRID LAURIER SCHOOL BOARD**

**AND**

**LAURIER TEACHERS UNION**

**By Virtue of Provisions**

**Of**

**(R.S.Q. Chapter R-8.2)**

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**1-0.00 DEFINITIONS**

1-1.10 Board

Sir Wilfrid Laurier School Board

1-1.45 Union

Laurier Teachers Union

**2-0.00 FIELD OF APPLICATION AND RECOGNITION**

2-2.00 RECOGNITION OF LOCAL PARTIES

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

### **3-0.00 UNION PREROGATIVES**

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

- 3-1.01 The board shall recognize the right of the union to post in the school/centre any union document signed by the union representative and the board shall make available in each school/centre a notice board for the exclusive use of the union for such postings.
- 3-1.02 The board shall recognize the right of the union to distribute documents and deliver notices to each teacher, as long as such distribution and delivery does not disrupt the teaching of the class.
- 3-1.03 The union delegate shall be personally notified of any telephone or other communication for her/him originating from the union president or her/his representative within one (1) hour of its receipt at the school/centre and any written documentation originating from the union president or her/his representative shall, within the same time frame, be placed in the mailbox designated for the union delegate. Any such communication is deemed to be confidential in nature.
- 3-1.04 Without charges to the union, as long as the board maintains an internal courier service, one of the regularly scheduled pick-ups and delivery stops will be the union office, at a rhythm of twice per week.

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

- 3-2.01 At the request of the union representative to the principal, teachers may hold, without charge, union meetings in a room of their school/centre. Such meetings cannot, however, interrupt the continuity of student courses and cannot take place in a room previously scheduled for another activity.
- 3-2.02 At the written request of the union representative, for the purpose of holding union meetings and provided that these meetings do not interrupt the continuity of student courses, the board shall, without charge, provide the union with available and suitable accommodations in one of its buildings, along with any audio-visual equipment (e.g., microphone, projector, screen, etc.) available at the premises.

However, the board must be given forty-eight (48) hours prior notice by the union for the use of a room in which to hold a General Meeting.

The union must make arrangements for leaving the premises and the equipment in good order.

- 3-2.03 The board shall allow the union delegate the right to keep and have access to a filing cabinet within the school/centre for the purpose of maintaining union information provided that this does not result in costs to the board.

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

- 3-3.01 The board shall transmit to the union copies of all regulations, policies, reports, procedures resolutions, directives and communications of a general nature when they are sent to principals that may have an impact on the working conditions of a teacher or one or more groups of teachers or affect educational organization of the schools/centres.

- 3-3.02 The board shall supply the union in advance with the date, and agenda of all regular or special meetings of the Executive Committee and the Council of Commissioners. It shall also supply the union with a copy of the minutes of said meetings at the same time as they are distributed to the school commissioners. The minutes shall be accompanied by all the documents presented at the time of the meeting of the board, provided such documents are not considered confidential according to the Education Act or protected by the Access to Information Act.
- 3-3.03 As soon as they become available the board shall forward to the union the budgetary rules and board-specific parameters (initial and final versions issued by MELS) and a copy of the summary of the budgetary estimates and a statement of the Annual Revenues and Expenditures (Auditors' Report) approved by the board as a public document.
- 3-3.04 The board shall advise the union of changes in the documentation supplied by the board.
- 3-3.05 Within eight (8) days of the request by the union, the board shall transmit to the union any other documents of a statistical or other nature, having a bearing on the educational organization of the school/centre or on the economic welfare of a teacher, provided that this information is not protected by the Access to Information Act.
- 3-3.06 The principal or her/his representative within each school/centre shall provide the union delegate of said school/centre with copies of all bulletins, letters, directives and regulations of a general nature concerning a teacher or one or more groups of teachers in that school/centre. This information will be made available normally by providing an appropriate letterbox designated for the union in the same area as that provided for teachers. This does not include letters of a disciplinary nature and sanctions in accordance with Article 5-6.00, as well as letters related to dismissal and non re-engagement in accordance with Articles 5-7.00 and 5-8.00 respectively, nor does it include personal communications regarding matters of a pedagogical nature.
- 3-3.07 By October 31st, or within 30 days of engagement for all others, the board shall supply each teacher with a Personal Bulletin containing the following data:
- Name
  - Address
  - Telephone number
  - Social insurance number
  - Date of birth
  - Gender
  - Pension plan
  - Years of schooling and scale recognized for purpose of salary
  - Years of experience and step recognized for purpose of salary
  - Total years of experience
  - Annual salary
  - Legal qualifications in accordance with clause 1-1.34
  - Status of employment (e.g., regular, part-time, by-the-lesson, hourly- paid, etc., leave of absence, sabbatical, progressive retirement, long- term disability, etc.)
  - Number of days accumulated in sick leave banks
  - Number of sick leave days and special leave days allocated for current year
  - Insurance plans
  - Seniority on June 30th of the preceding school year
  - Sector (Youth, Adult, Vocational) of employment
  - School/centre(s) assigned for current year
  - Current category of teaching of regular full time teachers

At the same time, a copy of the above information shall be transmitted to the union. Any revision made by the board to the above information shall be transmitted to the teacher and to the union without delay.

- 3-3.08 By October 31, the board shall provide the union with the following information:
- (a) The September 30<sup>th</sup> student enrolment for each school/centre by grade level as well as the number of students identified in accordance with Appendix XXVI of the provincial agreement.
  - (b) a list of teachers employed during the current school year in the framework of Chapter 11 and Chapter 13. The list shall be updated on February 1<sup>st</sup>.
  - (c) a list of the casual supply teachers approved for schools/centres, segregated according to qualification or lack thereof.
  - (d) a list of teachers assigned to the school/centre. This list shall be accompanied by individual workload sheets containing the:
    1. name of teacher and status of employment
    2. school/centre(s) assigned
    3. language of instruction
    4. category/sub-category of teaching
    5. grade level and/or subjects taught
    6. number of students in each group
    7. number of students identified in accordance with Appendix L-XXVI of the provincial agreement in each group
    8. eligibility for compensation
    9. total hours of teaching time and other duties in accordance with Article 8-7.00 on a five-day (5) cycle or its equivalent
    10. supplemental responsibilities
- 3-3.09 Before April 30<sup>th</sup>, the board shall provide the following information to the union:
- a) the preliminary student projections by school/centre and by category of student for the following school year;
  - b) a projection of teacher needs by category at the level of the school/centre for the following school year;
  - c) a projection of teacher needs by category at the level of the board for the following school year;
  - d) a copy of the board's plan of school/centre organization;
  - e) a list of teacher identified as excess at the level of the board by category of teaching in accordance with clause 5-3.11.
- 3-3.10 The board shall transmit to the union updates, corrections or revisions of all data mentioned in this Article within two (2) weeks of any such change, unless otherwise specified. Where applicable, the teacher(s) concerned shall receive a copy at the same time.
- 3-3.11 Wherever the collective agreement requires a form to be completed by the teacher, the board will consult the union prior to its utilization.

3-3.12 The board and the union agree to promote the exchange of information by the most efficient and expeditious means available. To this end, the parties agree to exchange data electronically via e-mail and, where codes are used, to provide the union and the teachers with timely explanations of their significance. No civil responsibility shall attach to either party as a result of failures of the computer system of either the board or the union.

#### 3-4.00 UNION SYSTEM

3-4.01 Every teacher in the employ of the board who is a member of the union on the date of the coming into force of the agreement must remain a member for the duration of the agreement, subject to clauses 3-4.04 and

3-4.02 Every teacher in the employ of the board who is not a member of the union on the date of the coming into force of the agreement and who later becomes a member of the union must remain a member for the duration of the agreement, subject to clauses 3-4.04 and 3-4.05.

3-4.03 With the coming into force of the agreement, every teacher must, upon her or his engagement, sign an application form for membership in the union in accordance with the form provided by the union. If accepted by the union, the teacher must remain a member of the union for the duration of the agreement, subject to clauses 3-4.04 and 3-4.05. Within fifteen (15) days of receiving the application form for membership filled out by a new teacher, the 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 her or his 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 her or his employment ties as a teacher.

#### 3-5.00 UNION DELEGATE

3-5.01 The board recognizes the position of union delegate.

3-5.02 For each school/centre or group of schools/centres, the union shall appoint a teacher from the school/centre or group of school/centres 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 also refers to the senior union delegate.

For each school/centre, the union may also designate a teacher from the school/centre as a substitute for the union delegate. The substitute shall have all the rights and the responsibilities of the union delegate, in the latter's absence.

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

3-5.04 The union shall inform the board, in writing, of the names of the union representatives, delegates and substitutes within fifteen (15) days of their appointment. The board shall recognize only those persons designated by the union. The union shall advise the board, within a delay of fifteen (15) days, of any changes.

3-5.05 The union delegate or her or his substitute may, in her or his dealings with the board or the principal, be accompanied by another representative designated by the union. If the latter representative is not a teacher in the said school/centre, the board or the principal 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/centre premises in accordance with Article 3-2.00, the union delegate may invite one or more union representatives to the school/centre.

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

3-7.01 a) Within sixty (60) days of the signing of this agreement and henceforth before August 1st of each year, the union shall notify the board, in writing, of the amount set as regular union dues for all categories of members according to the By-Laws of the union. Failing such notice, the board shall make deductions according to the last notice received.

b) Sixty (60) days before it becomes deductible, the union shall notify the board, in writing, of the amount set as an increase or decrease of the regular union dues according to the By-Laws of the union.

c) Sixty (60) days before it becomes deductible, the union shall notify the board, in writing, of the amount set as special union dues in accordance with the By-Laws of the union. With this notice, the union must provide the board with the list of teachers who are members of the union and must notify the board monthly of all changes made to this list and this, up to the date of the last deduction of the special dues.

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

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

b) When the 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:

- the increase or decrease of the regular union dues in the case of each teacher who is a member of the union;
- the equivalent of the increase or decrease of the regular union dues in the case of each teacher who is not a member of the union.

c) When the board has received the notice provided for in clause 3-7.01 (c), it shall deduct from the payment of the teacher's salary following the period of time provided for in clause 3-7.01 (c):

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

3-7.03 In the case of a teacher who enters the service of the board after the beginning of the school year, the board shall deduct, in equal amounts, from every payment of salary remaining due, the amount set as union dues according to the By-Laws of the union.

3-7.04 In the case of a teacher who leaves the service of the board before the end of the school year, the board shall deduct from her/his last payment of salary, the balance of the amount set as union dues according to the By-Laws of the union.

- 3-7.05 Within thirty (30) days of the deduction having been made, the board shall forward to the union or to the organization designated by the union, a cheque or direct deposit representing the amounts deducted in accordance with clause 3-7.02 together with a list of the teachers assessed and the amount deducted for each.
- 3-7.06 Should the union wish to establish union dues on a percentage basis, the union and the board agree to the following:
- a) "Fixed amount" of union dues as defined in clause 3-7.01 (a) shall be interpreted as fixed, constant percentage basis of "total earnings".
  - b) the "equal deductions" as defined in clause 3-7.02 (a), shall be interpreted as an equal percentage of total earnings.
  - c) the board accepts that an annual maximum deduction may be made from a teacher in any school year should that be part of the structure of union dues of the union.
- 3-7.07 Union dues shall continue to be remitted to the union in accordance with the aforementioned clauses until the coming into force of a new agreement. The remittances shall be accompanied by a spreadsheet listing the teachers indicating their sector of employment (Youth, Adult, Vocational), employment status, workplace, hours, rate, salary percentage, applicable salary, dues, and indicating those who are not legally qualified.

**4-0.00 METHODS, SUBJECTS, PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE SUBJECTS (AND THEIR METHODS) NEGOTIATED AND AGREED UPON AT THE PROVINCIAL LEVEL**

4.1.00 GENERAL PRINCIPLES

4-1.01 This chapter shall apply to schools and centres.

4-1.02 The goal of participation at every level is to ensure that the best educational service is provided to the student clientele and the adult/vocational education clientele of the board. Teachers, as the persons most closely involved with teaching, must participate in the shaping of educational policies. To this end, the active involvement of teachers in the participatory bodies shall be ensured as provided in this Chapter.

4-1.03 Any matter within the scope of the system of participation must be referred by the board or the principal to the participatory body as provided for in the terms of this agreement.

4-1.04 Each participatory body shall have thirty (30) days in order to fulfill its obligations and to forward to the appropriate body its recommendation/proposal except in the case of the delay provided in clause 4-2.07.

4-1.05 Each participatory body shall have the right to:

- a) receive from the board or principal upon request, all information pertinent to the matter under consideration;
- b) invite to a meeting, at no cost to the board, school or centre unless authorized by the board or principal respectively, any person to enlighten or inform it on a matter under consideration after serving a notice of at least forty-eight (48) hours.

4-1.06 For participation to be meaningful, decisions and policies should reflect the input of the bodies consulted.

4-1.07 Participation is established at two levels:

- a) at the board level, in accordance with Articles 4-3.00; 4-4.00, 4-5.00, 4-6.00 and 4-7.00;
- b) at the school or centre level, in accordance with Articles 4-2.00, 4-7.00 and 4-8.00.

4-1.08 The participatory bodies at the board level:

- a) are formed on a parity basis;
- b) meet during the regular hours of work; in accordance with Clause 3-6.01

## PARTICIPATION AT THE SCHOOL AND CENTRE LEVEL

4-2.00 TEACHER COUNCIL

4-2.01 For the purpose of teacher participation in the establishment of the educational policies of the school or centre, the board and the union agree to the formation of a Teacher Council.

4-2.02 Except as specifically indicated in clause 4-2.04, members of the Teacher Council shall be members of the teaching personnel of the school or centre elected by their colleagues. Elections shall take place in the month of September annually and the names of these members shall be forwarded to the principal by the union delegate of the school within five (5) days of the election. When a vacancy occurs on the Council, a replacement may be elected within thirty (30) days of the date of the vacancy being known.

4-2.03 The Teacher Council shall be composed of:

- a) at the elementary school level no less than five (5) and no more than ten (10) voting members.
- b) at the secondary school level or the centre no fewer than seven (7) members and no more than twelve (12) voting members when the number of teachers in the school or centre is more than twenty (20). When there are twenty (20) or fewer teachers in the school or centre, the Council shall be composed of no fewer than five (5) members and no more than nine (9) voting members.
- c) no fewer than five (5) members and no more than nine (9) voting members when a school has a combination of elementary and secondary classes.
- d) the teachers of the school or centre shall constitute the Teacher Council when the number of teachers is less than five (5).

4-2.04 By virtue of their office, the following shall be members of the Teacher Council and shall have the same rights, privileges and responsibilities as other members of the Council, except for the right to vote and to preside at meetings:

- a) the principal;
- b) the union delegate;
- c) a teacher member of the Governing Board designated by the elected teacher members of the Governing Board each September.

4-2.05 The Teacher Council shall give consideration to a matter referred to it by the principal or by any teacher assigned to the school or centre.

Notwithstanding the above, when the Teacher Council considers an item listed in Article 4-7.00 and delegated to it in accordance with clause 4-7.01, it may invite all teachers to participate in the deliberation of the Council.

4-2.06 In particular, the Teacher Council is consulted on the following matters:

- 1) a) criteria in addition to preference and seniority, such as the particular nature of the post, to be utilized by the principal for the preliminary distribution of pedagogical duties and responsibilities of all teachers applicable for the following year in accordance with clauses 8-7.02 (b) and 8-12.01; at the secondary/centre level the Teacher Council and the Principal may agree to utilize the process for the preliminary distribution of workload

found in the second paragraph of clause 8-12.04.

- b) by September 30<sup>th</sup>, the actual staffing plan is presented in accordance with (a) above
- 2) a) the establishment for the following school year of the supervision needs and an equitable system of rotation among teachers to implement the supervision duties identified in clauses 8-7.01 and 8-7.02;
  - b) by September 30<sup>th</sup>, the actual supervision needs and rotation system are reviewed in accordance with (a) above and taking into account previously unforeseen needs.
- 3) the establishment each September of an equitable system of emergency substitution in accordance with clause 8-8.05.1 (e);
- 4) the use for the following school year of clerical and secretarial help for teachers in accordance with clause 8-8.02;
- 5) the homeroom system in accordance with clause 8-12.07 (c);
- 6) the number, timing, format and duration of meetings with parents in the framework of clause 8-8.05.2 (b);
- 7) the placement in the school calendar of moveable pedagogical days and the programming of activities for non board-wide pedagogical days including the fixed in-school pedagogical days;
- 8) the orientation of teachers new to the staff and new to teaching;
- 9) the establishment and application of an equitable system of invigilation for examinations in accordance with clause 8-12.08;
- 10) the addition of other activities and corresponding credits to the extra- curricular activities system in accordance with clause 8-12.12.14;
- 11) the application of the provisions of Article 8-12.12.00 respecting extra- curricular activities;
- 12) the "school success plan";
- 13) the beginning and the ending of the students' instructional timetable, including the students' lunch hour(s) in accordance with clause 8-6.06.2 and Annex L-III;
- 14) the use of a school/centre as a teacher training site in accordance with Annex L-VI (7.0);
- 15) the choice of textbooks and teaching materials in accordance with clause 8-1.03;
- 16) the system of reporting student evaluation and progress in accordance with clause 8-2.01 (h);
- 17) the system of reporting the late arrivals and absences of students in accordance with clause 8-2.01 (i);
- 18) the application of clause 5-11.03 and Annex L-I regarding uninhabitable conditions;
- 19) the organization of the students' "progressive entry" at the pre-school level;
- 20) the school organization plan in accordance with clause 5-21.16 and Annex L-II;

- 21) the preparation of a recommendation to the Educational Policies Committee reflecting the joint intention of the principal and a clear majority of the teachers under contract in the school to proceed with the establishment of a cycle based instructional schedule involving a change in the length of the instructional period in accordance with 4-2.13(6);
- 22) the number of teachers on the School Level Special Needs Committee as per 8-9.03 and selection/representation criteria;
- 23) the approval of the School Level Special Needs Committee's proposal regarding access to services for teachers with special needs students;
- 24) the criteria for the selection of full-time teachers who volunteer to act as supporting teachers;
- 4-2.07 Between the date of the request to the Teacher Council for advice and the date of implementation of a measure, the Council must have a reasonable period of time in order to fulfill the obligation it has to forward to the principal of the school/centre, its recommendation, but this period of time shall not be more than thirty (30) days unless an extension of this time is agreed to by the principal. Notwithstanding the above, the period of time shall not be more than fifteen (15) days when the principal must meet the timeframe set out in sections 96.13 and 96.15 of the Education Act (RSQ., c.I-13.3).
- 4-2.08 In the event that she/he disagrees with a recommendation emanating from the Council in the framework of clause 4-2.06, the principal must provide the reason at the next regular Council meeting. Notwithstanding the above, the notification must take place within thirty (30) days.
- 4-2.09 The Teacher Council and the principal shall agree upon each year on the organization of professional activities for teachers in accordance with Section 96.21 of the Education Act (R.S.Q., c.1-13.3).
- 4-2.10 If a school/centre intends to implement clause 8-5.02.4, the principal and the Teacher Council shall jointly each year:
- a) convene a meeting of the teachers in the school/centre with at least forty-eight (48) hours written notice indicating the purpose of the meeting;
  - b) present a written recommendation to the teachers;
  - c) ensure that the meeting is attended by at least eighty percent (80%) of the teachers under contract and verify that at least seventy-five percent (75%) of those have voted in favor of the recommendation; In the case of schools/centres having nine (9) or fewer teachers under contract, the recommendation must be approved by a majority of contract teachers assigned to the school.
  - d) forward the decision in accordance with clause 8-5.02.4, signed by the principal and the Teacher Council chairperson [for the sole purpose of attesting that the procedure in (a) through (c) above, or in clause 4-2.12, has been followed], to the Labour Relations Committee and Educational Services.
- 4.2.11 If a school or centre intends to amend the working conditions prescribed in clause 8-10.02 or 13-15.12, the principal and the Teacher Council shall jointly each year:
- a) convene a meeting of the teachers in the school/centre with at least forty-eight (48) hours written notice indicating the purpose of the meeting;

- b) present to the teachers a written recommendation to amend the collective agreement for the following school year;
- c) ensure that the meeting is attended by at least eighty percent (80%) of the teachers under contract and verify that at least seventy-five percent (75%) voted in favor of the recommendation;
- d) moreover, in the case where the proposed modifications would directly impact the working conditions of 25% or less of the teachers under contract, the written consent of the majority thus affected shall be required;
- e) following the application of clause 4-2.11 (a), (b), and (c), forward the request prior to June 1st to amend the collective agreement in accordance with Article 8-10.00 signed by the principal and the Teacher Council chairperson, to the Labour Relations Committee in order to verify that the terms of clause 8-10.03 have been met.

4-2.12 Following the application of clause 4-2.11, the board and the union shall, if necessary, amend the agreement in order to carry out the request.

4-2.13 Operation

The internal organizational procedures of the Teacher Council shall be determined by the Council and shall include the following:

- 1) in the month of September of each school year, the union delegate will hold a meeting of the teachers of the school or centre for the purpose of electing a Teacher Council and representatives to the Governing Board.
- 2) at its first meeting to be held before September 30<sup>th</sup> annually, the Teacher Council shall elect a chairperson and a secretary from among its members.
- 3) the Teacher Council shall meet at least once per month.
- 4) the Teacher Council shall adopt its rules of internal procedure. Notwithstanding the above, all Teacher Council meetings shall be open to the teachers of the school/centre.
- 5) matters decided by vote shall require a simple majority vote of Council members present.
- 6) The Teacher Council shall also determine the voting procedures to be utilized at meetings convened in accordance with clauses 4-2.06(23), 4-2.10 or 4-2.11 at least one week prior to any such meeting.
- 7) the Teacher Council must send, within ten (10) days of their approval, the minutes of each meeting signed by the Chairperson to the union and the board. The approved Teacher Council minutes will also be posted on the general notice board of the school/centre.

4-2.14 Failure of the teachers of a school/centre to form a Teacher Council in accordance with this Article shall remove all responsibilities of the principal with respect to consultation as contained in clause 4-2.06.

## PARTICIPATION AT THE BOARD LEVEL

4-3.00 EDUCATIONAL POLICIES COMMITTEE

4-3.01 For the purpose of teacher participation in the establishment of educational policies at the board level the board and the union agree to the formation of an Educational Policies Committee.

4-3.02 The parties to this agreement shall each be responsible for determining the composition of its own delegation. Each party to this agreement shall appoint four (4) members to its delegation, the names of which shall be forwarded to the other party before September 15<sup>th</sup> each year.

4-3.03 For a meeting to take place, at least three (3) members from each delegation must be present.

4-3.04 The Educational Policies Committee shall adopt its rules of internal procedure.

4-3.05 Operation

1) The Educational Policies Committee must meet within fifteen (15) days of a request given by either party. An agenda shall accompany the request.

2) At its first annual meeting, the Educational Policies Committee shall appoint a chairperson and a secretary from among its members. One representative from the board and one representative of the union shall occupy one of the two posts alternately from year to year.

3) Between the date that the board submits an item to the Educational Policies Committee for consultation and the date that the board implements its decision, the Educational Policies Committee must have a period of time of not less than sixty (60) days to respond.

4-3.06 When the Educational Policies Committee decides to make a recommendation to the board, it shall be the responsibility of the board representatives to present this recommendation to the appropriate standing committee of the Board. To this end, the Educational Policies Committee will be apprised in advance as to which standing committee will decide on the recommendation, and when.

When a recommendation of the Educational Policies Committee is not accepted by the Standing Committee, the Educational Policies Committee will be given a written notification justifying its decision.

4-3.07 The Educational Policies Committee shall be consulted on the following items:

1) the introduction of new programs and pedagogical methods in accordance with clause 8-1.02;

2) the use of a computer by a teacher as part of her or his teaching duties, this in accordance with clause 10-12.01 as well as the use of a computer by a teacher in carrying out tasks related to his or her general duties in accordance with clause 10-12.02;

3) subject to the Board's evaluation policy, the internal examinations in accordance with clause 8-1.05;

4) the changes in the report cards used by the board in accordance with clause 8-1.04;

- 5) the criteria governing the choice of textbooks from among the list of textbooks approved by the Ministry of Education, teaching materials required for teaching the programs of study as well as their terms and conditions of implementation, this in accordance with clause 8-1.03 of the collective agreement;
- 6) the timetable in accordance with clause 8-1.06 having verified that clause 4-2.06 (23) has been followed.
- 7) board-wide educational research and experimentation;
- 8) particular educational services organized for students living in economically disadvantaged areas in accordance with Article 8-13.00;
- 9) the system of progressive entry in accordance with Annex XXVIII of the provincial agreement;
- 10) the placement of non-movable boardwide pedagogical days and the programming of activities for these boardwide days;
- 11) any other topic that the Committee agrees to study.

4-4.00 PROFESSIONAL IMPROVEMENT COMMITTEE  
(Ref.: Clause 7-1.04)

4-4.01 The composition, prerogatives and operation of this committee are defined in Article 7-2.00.

4-5.00 LABOUR RELATIONS COMMITTEE

4-5.01 The board and the union agree to form and to participate in the Labour Relations Committee.

4-5.02 The Labour Relations Committee is composed of six or eight (6 or 8) members. Each party shall name half the members.

4-5.03 Operation

- a) Before September 15<sup>th</sup> of each year, each party shall inform the other of its respective members.
- b) At its first annual meeting, the committee shall appoint a chairperson and a secretary from among its members. One (1) representative of the board and one (1) representative of the union shall occupy one of the two posts alternately from year to year.
- c) The committee shall adopt its rules of internal procedure.
- d) The Labour Relations Committee must meet at the request of either party. The request to meet must be forwarded at least five (5) workdays prior to the meeting and be accompanied by a specific agenda.

4-5.04 Responsibilities

- a) To find solutions to disputes that may arise from the interpretation and application of the collective agreement;
- b) To make recommendations regarding the Employee Assistance Program in accordance with Article 10-13.00;

- c) To verify the application of clauses 4-2.10 and 4-2.11;
- d) To deal with any request to amend the working conditions in accordance with Article 8 10.00 and clause 13-15.12 of this agreement when such a request has been submitted in accordance with clause 4-2.11.

The Committee will render a decision within thirty (30) days of its receipt. The Committee may extend this deadline if additional information is required.

#### 4-6.00 PARITY COMMITTEE FOR SPECIAL NEEDS

4-6.01 The board and the union agree to form and participate in a committee for handicapped students and students with social maladjustments or learning difficulties.

4-6.02 The committee shall be composed of ten (10) members. Each party shall name five (5) members.

4-6.03 The committee is consultative and the committee's mandate shall be in accordance with clause 8-9.0 2:

- a) to give its view on the policy on the organization of educational services for students with handicaps, and students with social maladjustments or learning difficulties; to make recommendations concerning the implementation of the policy and the methods for integrating students into regular groups as well as the support services required for the students' integration;
- b) to give its view on the services to be offered at the board level;
- c) to verify all the resources available under clause 8-9.01;
- d) to determine the criteria for the allocation of resources to schools according to the policy in effect at the board;
- e) to analyze requests from schools in relation to the allocation criteria established;
- f) based on the total available resources allocated under clause 8-9.01, to recommend to the board
  - i) the allocation of resources among the schools;
  - ii) the portion of resources to be allocated as compensation due as a result of the weighting prescribed in clause 8-9.07;
  - iii) the reserve to be maintained for additional services that will be determined during the following year under clause 8-9.05;
- g) to receive and study the reports prepared under subclause e) of clause 8-9.03 and to make the recommendations it deems appropriate.

If the Board does not accept the recommendations made by the Committee, it shall state its reasons to the Committee in writing.

4-6.04 The board shall inform the committee not later than April 1<sup>st</sup> of each year, for the following year, of the provisional specialized resources available for all categories of personnel and the financial resources available in the schools and the board for services offered to students

with special needs in accordance with clause 8-9.0 1.

4-6.05 The rules of operation foreseen in clause 4-5.03 shall apply *mutatis mutandis*.

4.7.00 CONCORDANCE WITH THE EDUCATION ACT (R.S.Q., c.I-13.3)

4-7.01 At a meeting called by the principal during the month of September with forty-eight (48) hours notice indicating the reason, the teachers may delegate all or some of the responsibilities in sections 77, 89, 96.15, 110.2, and 110.12 of the Education Act (R.S.Q., c.I-13.3) to the Teacher Council by following the procedure in clause 4-2.10 (a), (b) and (c).

4-7.02 When the teachers of a school/centre have decided to delegate all or some of the responsibilities in clause 4-7.01, the procedure for their participation in the development of proposals concerning the items listed in this Article shall be through the Teacher Council. Whenever an item is listed in this Article and also in Article 4-2.00 or 4-3.00, the provisions of this Article shall prevail as long as said item is included in the Education Act (R.S.Q., c.I-13.3).

4-7.03 Items calling for the participation of the teachers:

a) Items calling for collaboration of the teachers:

- i) the overall approach for the enrichment or adaptation of the objectives and contents of the program of studies and for the development of local programs of studies to meet the particular needs of the students (85);
- ii) the time allocation for each compulsory or elective subject (86);
- iii) the implementation of the program of studies of the centre [110.2(2)].

b) Items calling for the elaboration of a proposal by the teachers:

- i) the local program of studies to meet the particular needs of the students [96.15(1)];
- ii) the criteria for the introduction of new instructional methods[96.15(2)] and [110.12(1)];
- iii) the textbooks and instructional material required for teaching the program of studies [96.15(3)] and [110.12(2)];
- iv) the standards and procedures for the evaluation of student achievement [96.15(4)] and [110.12(3)].

The numbers in brackets refer to the sections of the Education Act (R.S.Q., c.I-13.3) as in force February 15, 2008.

4-7.04 Items calling for the participation of teachers and other staff of the school/centre:

a) Items calling for the collaboration of the staff:

- i) the student supervision policy (75);
- ii) the rules of conduct and safety measures (76);
- iii) the approach for the implementation of the basic school regulation [84 and 110.2(1)];
- iv) programming of educational activities entailing changes in the students' regular time

of arrival and departure or requiring the students to leave school premises (87);

- v) the approach for the implementation of student services and special educational services programs (88);
- vi) the rules governing the placement of students and their promotion from one cycle to the other at the elementary level [96.15(5)];
- vii) the needs of the school/centre in respect of each staff category and of the professional development needs of the staff (96.20 and 110.13);
- viii) the implementation of the programs relating to student services and popular education [110.2(3)];
- ix) the operating rules of the centre [110.2(4)].

The numbers in brackets refer to the sections of the Education Act (R.S.Q., c.I-13.3) as in force on February 15, 2008.

4-7.05 The prior consultation of teachers required by sections 244 and 254 of the Education Act (R.S.Q., c.I-13.3) shall take place through the appropriate consultative bodies as indicated hereafter.

- a) The Educational Policies Committee alone shall be consulted on the following items:
  - i) the implementation of the basic school regulation, the exemption of a student from the application of a provision thereof or the departure from a provision thereof in order to carry out a special school project (222 and 246);
  - ii) the implementation of the program of studies, the exemption of a student from a subject prescribed by the basic school regulation or the replacement of a program of studies established by the Ministry by a local program of studies (222.1);
  - iii) the program for each student service and special educational service contemplated in the basic school regulation (224);
  - iv) the internal examinations, which the board may impose at the end of each elementary cycle and at the end of the first secondary cycle (231);
  - v) the rules governing the promotion from elementary school to secondary school and from the first cycle to the second cycle of the secondary level (233);
  - vi) the internal examinations which the board may impose in the subjects taught in a vocational training or adult education centre in which no examination is imposed by the Minister and for which credits are compulsory for the issue of a secondary school diploma or a vocational training diploma(249);
  - vii) the programs of studies leading to an occupation or profession in addition to the vocational education programs which the board is authorized to organize (223 and 246.1);
  - viii) the determination of the educational services to be provided by the schools/centres (236, 251);
  - ix) the enrolment criteria for each school (239);

- x) the establishment of a specific project school and its enrolment criteria (240);
- xi) any periodical evaluation conducted by the Minister (243, 253);
- xii) the program for each student service and popular education service in the vocational training and adult education centres (247);
- xiii) the reception and referral services relating to vocational training or adult education (250).

Whenever a particular item in the preceding subclause solely concerns handicapped pupils or pupils with learning or emotional problems, the committee referred to in subclause (b) shall replace the Educational Policies Committee.

- b) The Special Education Advisory Committee shall be consulted on the following items:
  - i) the adaptation of educational services according to the needs and in keeping with the abilities of these students as evaluated by the board (234);
  - ii) the policy concerning the organization of educational services for these students (235);
  - iii) any items to which the second paragraph of subclause (a) applies.

The numbers in brackets refer to the sections of the Education Act (R.S.Q., c.I-13.3) as in force on February 15, 2008.

4-7.06 The provisions of this Article shall be subject to review and revision, if necessary, following any amendments to the Education Act (R.S.Q., c.I-13.3).

4-8.00 SCHOOL LEVEL SPECIAL NEEDS COMMITTEE

4-8.01 The committee is composed of a maximum of three teachers (numbers and criteria for selection decided by the teacher council, article 4-2.06.21) and of the school principal.

4-8.02 The committee's mandate shall be in accordance with clause 8-9.03:

- a) taking into account the criteria defined by the parity committee set up under clause 8-9.02, to identify the specialized and financial resources that it deems necessary for the following school year intended for the students with special needs and as support for teachers;
- b) for the following school year, to inform the parity committee, by a date that the board determines, of the resources prescribed in the preceding article;
- c) to distribute the resources allocated to the school by the board parity committee as well as the additional services to be determined during the year;
- d) to define the conditions of access to services, including the possibility of setting up provisional support services before a decision is made under subclause (a) of clause 8-9.05;
- e) to periodically assess the effectiveness of the conditions facilitating access to the services in place;
- f) to report to the board parity committee on the allocation of resources agreed to under the preceding subclause (d);
- g) to review the files of students receiving support services the previous school year to ensure that these students are continuing to receive appropriate services;
- h) to develop an accelerated path to allow the principal to provide immediate support when critical situations arise;
- i) to keep a record of all teacher requests received and of their disposition.

4-8.03 The rules of operation foreseen in clause 4-5-03 shall apply *mutatis mutandis*.

**5-0.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS****5-1.00 ENGAGEMENT: Section I: Provisions regarding priority of employment lists**

In accordance with the provisions of clause 10-10.01, the board and the union agree that subclause 5-1.04 (c) shall be replaced for all legal purposes by clause 5-1.04.1

- 5-1.04.1 The contract of engagement of a teacher employed to replace an absent teacher shall terminate on the last workday of the current school year when he or she replaces a teacher who is absent during the last 100 instructional days of the work year.

*The present clauses replace clauses 5-1.10 through 5-1.19 of the provincial agreement*

- 5-1.10 The existing priority of employment lists under the 2000-2003 agreements shall continue to exist under this Article.

- 5-1.11 a) By June 1<sup>st</sup>, the board shall update the priority of employment list in clause 5-1.10 by adding the names of those who are eligible and by adding the cumulative seniority projected to June 30<sup>th</sup> of the school year.

- b) By June 15<sup>th</sup>, each teacher on the priority of employment list shall receive by mail a letter informing her/him when and where, in each school, the list in (a) above will be posted. At the same time, a copy of the letter and the list shall be forwarded to the union. The teacher who contends that her or his name has been omitted from the list or that the seniority has not been calculated correctly shall notify the board in writing within the fifteen (15) days following the posting of the list.

- c) If required, a correction will be made to the list within the twenty (20) days following the receipt of the notification in subparagraph (b) and the teacher and the union will be advised in writing accordingly.

- d) An administrative version of the list in (a) above specifying the legal qualifications and teaching experience of each teacher within the preceding five (5) years shall be provided to the union by June 30<sup>th</sup>.

- e) The administrative version shall also include a separate section containing the names of teachers who taught under contract for the board in either of the two (2) preceding school years and who are not yet eligible to be inscribed on the priority of employment list, specifying the seniority, the legal qualifications and the teaching experience in the past five (5) years of each teacher.

- 5-1.12 To be eligible to be placed on the priority of employment list, the teacher must meet one (1) of the following conditions:

- a) was, on the date of the coming into force of the agreement, on the priority of employment lists mentioned in clause 5-1.10;

- b) held a part-time contract with the board within at least two (2) of the preceding three (3) school years and thus accumulated at least one full year of experience during this period;

- c) was entered on the priority of employment list, obtained a full-time contract, was non-re-engaged because of surplus, is no longer eligible for a full-time contract prescribed in subclause (a) of clause 5-3.35, and remains eligible to be placed on the priority of employment list.

- 5-1.13 The following teachers are excluded from the priority of employment list:
- a) the teacher who is employed full-time;
  - b) the teacher who is not legally qualified within the meaning of clause 1-1.34.
- 5-1.14 The teacher whose name appears 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 she or he is non re-engaged because of surplus, as long as her or his name remains on the list of non re-engaged teachers prescribed in subclause (a) of clause 5-3.35.
- 5-1.15 Notwithstanding subclause (d) of clause 5-2.07, a teacher shall not lose seniority as long as she or he remains eligible to be placed on the priority of employment list.
- 5-1.16 Except in the case prescribed in the second paragraph of clause 5-1.08, when the board must fill a full-time vacancy in the framework of clause 5-3.36 or hire a part-time teacher, it shall convene a meeting in June or in mid-August for this purpose after having provided at least 5 days notice to the teachers concerned and to the union to carry out the following provisions:
- a) posts shall be selected by the teachers present or by the teacher's authorized proxy beginning with the most senior teacher whose name appears on the priority of employment list who meets the assignment criteria of clause 5-21.05 as well as the particular requirements of the position to be filled, in accordance with clause 5-21.06. In so doing, the board will structure the teacher's workload in order to create the most complete post possible, in accordance with Article 8-7.00 within a school or schools. In the case of a part-time contract, the percentage shall be in proportion to a full-time contract so that a teacher granted a 60% part-time contract shall be given a workload that is normally comprised of 60% teaching, 60% other duties, and 60% presence. When seniority is equal, the tie breaking criteria in clause 5-3.08 shall apply.
  - b) the board shall not consider a teacher referred to in (a) above who notified the board prior to June 1<sup>st</sup> of a given school year that she or he would not be available to hold such a post during the following school year;
  - c) if additional posts are formed during the school year, they shall be offered to the most senior teacher assigned to that school whose assignment has not attained the maximum workload on condition that the teaching schedule is compatible with the teacher's existing schedule or can be modified to be compatible without impacting the workload or the schedule of another teacher assigned to the school.
- 5-1.17.1 If a regular teaching post becomes available by December 1st that the board has no obligation to fill in accordance with clause 5-3.36, it shall offer the post in accordance with the clause 5-1.17 (a) through (d). The teacher who has already accepted a part-time contract at one hundred percent (100%) shall be assigned to the full-time post on paper but shall remain in her/his present post. Should the part-time post not be at one hundred percent (100%), the teacher will actually transfer to the full-time post.
- 5-1.17.2 By November 15<sup>th</sup>, the board will forward to the union a copy of the administrative version of the list indicating the following information regarding the workload of the teachers whose names appear on the list:
- the school(s) assigned
  - the type of contract granted and, in the case of a part-time contract, the percentage
  - the subject(s) and level(s) assigned
  - the beginning and ending dates

- 5-1.18.1 A teacher's name may be removed from the priority of employment list for one of the following reasons:
- a) the refusal of a written offer of employment except in the case of:
    - i) a maternity, paternity or parental leave covered by law;
    - ii) a disability or work accident within the meaning of the agreement;
    - iii) a full-time position with the local union or QPAT;
    - v) death or serious illness of the teacher's spouse, child, parent, or other person permanently domiciled in the teacher's residence;
    - v) a change of school to another that is more than fifty (50) km distant from the teacher's previous school and from his residence, in accordance with clause 5-3.20;
    - vi) a change in the place of employment of a teacher's spouse requiring a change of residence to a place more than fifty (50) km from the school where the teacher last taught, to a maximum of two (2) years;
    - vii) the board and the union agreeing to reasons other than those mentioned above.
  - b) the acquisition of a full-time contract.
  - c) not having obtained a contract for two (2) consecutive years, except when clause 5-1.15 applies.
  - d) failing to provide a valid reason for not being present at the meeting of 5-1.16(a).
  - e) leaving the service of the board during the course of an engagement and for which she/he declared herself/himself available in accordance with 5-1.16(a), unless the board accepts the reason for the departure.
- 5-1.18.2 The board shall notify the teacher in writing if it decides to remove the teacher's name from the priority of employment list in accordance with clause 5-1.18.1. The reason must be contained in the notice and a copy of the notice shall be forwarded to the union at the same time.

5-1.20.00 Section II: Engagement (subject to security of employment, priorities of employment and acquisition of tenure)

5-1.20.01 Every teacher who is engaged by the board must:

- a) provide proof of her or his qualifications and experience;
- b) provide original certificates, diplomas and degrees as well as official transcripts of marks to the board;
- c) provide proof of teaching or relevant experience;
- d) produce any other information required in writing following the application for employment.

5-1.20.02 Any deliberate false declaration made to obtain a contract of engagement fraudulently or any personal omission on the part of a teacher to comply with the provisions of clause 5-1.20.01 when it is possible to do so shall constitute a reason for terminating the teacher's contract by the board.

5-1.20.03 The teacher must inform the board in writing of any change of address or telephone number within seven (7) days.

5-1.20.04 At the time of the engagement of a teacher under contract, the board shall provide the teacher with:

- a copy of this agreement;
- an application form for membership in the union;
- an application form for participation in the insurance plan or for exemption, if need be.

5-1.20.05 The board shall provide the original of the signed contract of engagement to the teacher and a copy to the union when completed or no later than thirty-five (35) workdays from the first workday. In the case of a contract obtained under the second paragraph of clause 5-1.08, the time limit shall begin as of the sixty-first workday.

5-2.00 SENIORITY

5-2.08.1 Seniority list

The board shall establish the seniority of every teacher in its employ in accordance with Article 5-2.00 of the provincial agreement and shall forward a list thereof to the union.

The seniority list shall be based on the seniority of each teacher projected to June 30th annually. The board will prepare a seniority list for regular teachers and a separate seniority list for teachers with part-time contracts. The list of the seniority for regular teachers shall be forwarded to the union by January 31<sup>st</sup> and the list for the part-time teachers shall be forwarded to the union by June 1<sup>st</sup>. The lists shall also be posted in each school and centre at the same time as they are forwarded to the union.

The teacher who contends that her or his name has been omitted from the list or that the seniority has not been calculated correctly shall notify the board in writing within the fifteen (15) days following the posting of the list.

If required, a correction will be made to the list within the twenty (20) days following the receipt of the notification and the teacher and the union will be advised in writing accordingly.

The seniority so established in accordance with Article 5-2.00 for every such teacher may only be contested in accordance with clause 5-2.09 of the provincial agreement and shall apply for every such teacher until an arbitrator (with or without assessors) decides otherwise.

5-3.00 SECURITY OF EMPLOYMENT SYSTEM

5-3.09.1 The Criteria and Procedures of Compulsory Transfers Due to School Closing, Partial School Closures or Re-Zoning of Students

*In accordance with the provisions of clause 10-10.01, the board and the union agree that clause 5-3.09 shall be replaced, for all legal purposes, by clauses 5-3.09.1 to 5-3.09.15 inclusively.*

The following provisions shall apply in accordance with clause 5-3.02 in the cases where one or more schools are to be closed, partially closed or students are to be re-zoned from one school to another.

5-3.09.2 A "school closure" shall be defined as one in which the school ceases to provide pedagogical instruction to the existing student enrolment, resulting in the transfer of these students to another school.

5-3.09.3 A "re-zoned school" shall be defined as one in which the redefinition of school boundaries results in the movement of all or a significant part [more than eighteen (18) students or twenty percent (20%)] of a school's student enrolment to another school or schools within the board for the following year.

5-3.09.4 The principle of "net difference" shall apply to a re-zoned school in accordance with clause 5-3.09.3. By "net difference" is meant the difference between the number of students re-zoned to no longer attend a particular school and the number of students re-zoned to attend that school.

5-3.09.5 A "partial school closure" shall be defined as one in which a program or partial program or grade level is closed and moved to another school.

5-3.09.6 A "receiving school" shall be defined as one that receives students from a school that has been closed, partially closed or re-zoned.

5-3.09.7 The students in the school to be closed, partially closed or re-zoned, shall be tentatively assigned by the board to a receiving school or schools, by March 1<sup>st</sup> for the following school year.

5-3.09.8 The maximum number of teachers of a school to be closed or those in a school affected by a partial closing or re-zoning who may be transferred to a receiving school or schools shall be in the same proportion as the number of students.

PROCEDURE FOR SCHOOLS OFFERING ELEMENTARY INSTRUCTION ONLY

5-3.09.9 The board shall:

- a) determine the projected needs by category for the following year based upon the enrolment projected for the following year for each of the schools affected.
- b) determine by category the least senior teacher(s) at risk of being transferred based upon the needs in accordance with (a) above.

- c) make available to the union and the teachers in the schools affected not later than the first week in February a list of the teachers by category by seniority indicating those who are at risk of being transferred.

- 5-3.09.10 The school board shall provide to each teacher in accordance with clause 5-3.09.8 a form to express a preference to be transferred to a receiving school. Should there be more than one receiving school, the teacher shall be invited to express a preference priority. The union shall receive copies of all completed preference forms not later than the second week of February.
- 5-3.09.11 In each re-zoned school, the most senior teacher in each category in which an excess has been identified who has expressed a desire to be transferred, shall be permitted to substitute for the most senior teacher in the category who was initially identified as excess. The process continues for the next most senior teacher who wishes to transfer, and so on.
- 5-3.09.12 The board shall draw up a list of the teachers who are excess following the application of the preceding clauses and proceeding by category by seniority, grant the transfers in accordance with the preferences that have been expressed.
- 5-3.09.13 The teacher whose transfer was granted as a result of the application of clause 5-3.09.12, shall receive written notification identifying the school to which she or he is deemed assigned in accordance with Articles 5-3.00 and 5-21.00 prior to March 1<sup>st</sup>. The union shall receive a copy of said notifications at the same time.
- 5-3.09.14 The transferred teacher who wishes to return to her or his school and category of origin must notify the board in writing within five days of receiving the notice of transfer in clause 5-3.09.13. If a full post in her or his category becomes available prior to the application of clause 5-21.20, the board shall grant by seniority the request to annul the transfer and so inform the teacher and the union in writing.

#### PROCEDURE APPLICABLE TO ALL OTHER SCHOOLS

- 5-3.09.15 The union and the board shall meet by December 1<sup>st</sup> to adapt the application of clauses 5-3.09.1 to 5-3.09.14 to all other schools and centres which may be closed, partially closed, or re-zoned.
- 5-3.24.0 Presence of teachers on availability
- In accordance with the provisions of clause 10-10.01, the board and the union agree that clause 5-3.24, paragraph (d), shall be replaced, for all legal purposes, by clauses 5-3.24.1 and 5-3.24.2.*
- 5-3.24.1 For the first one hundred and sixty (160) workdays of the school year the teacher on availability shall be obliged to be present on a full-time basis.
- 5-3.24.2 Notwithstanding the above, should the board or the teacher on availability wish to establish another method of distribution with the board, such redistribution must be mutually agreed to before October 1<sup>st</sup>.

5-3.36 *The following provisions shall replace subclauses (i) and (j) of clause 5-3.36:*

a) Subclause i) of clause 5-3.36 is replaced by the following:

The board shall engage, according to seniority, a teacher on the priority of employment list in clause 5-1.12 who has accumulated two (2) years seniority or more on June 30<sup>th</sup> and who meets the assignment criteria of clause 5-21.05 as well as the particular requirements of the post in accordance with clause 5-21.06.

The board shall not consider a teacher referred to in the preceding paragraph who notified the board prior to June 1<sup>st</sup> of a given school year that she or he would not be available to hold such a position during the following school year.

b) Moreover, subclause j) of clause 5-3.36 is replaced by the following: When the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher whose name is entered on the recall list prescribed by clause 5-1.12, the board must establish that its decision is well founded.

5-5.00 PROMOTION

*In accordance with clause 10-10.01 of the provincial agreement, the parties hereby agree that the following clauses shall replace clauses 5-5.01 to 5-5.04.*

5-5.01 Promotion shall be the responsibility of the board.

5-5.02 When a teacher is appointed to temporarily occupy a position other than that of teacher, she or he shall receive the remuneration prescribed for the position for the time during which she or he occupies it but shall remain covered by the teachers' insurance plan.

5-5.03 When a teacher no longer holds a position referred to in clause 5-5.02, she or he shall return to teaching duties under the conditions and with the rights that she or he had before temporarily occupying that position.

5-5.04 Unless there is an agreement to the contrary between the board and the union, a teacher's temporary promotion to a senior staff position at the level of the board or to a position of principal or vice-principal may not exceed:

- June 30 of a school year, if the temporary promotion begins before the preceding December 31, or
- a twelve (12) month period, if the temporary promotion begins after December 31 of a school year.

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

- a) absence related to a parental leave (maternity leave, special leaves for pregnancy or breastfeeding, paternity leave, leave for adoption, extension of paternity leave, maternity leave or leave for adoption);
- b) absence due to disability;
- c) loan of service to the Ministry, QESBA or CPNCA.

5-5.05 Whenever a vacancy exists in accordance with clauses 5-5.01 to 5-5.04, the board shall proceed by first posting the position on the website of the board and in its schools/centres for a period of at least ten (10) days; during the months of July and August, the notice shall appear in the local newspaper(s) and on the website of the board. In the case of Head Teachers and Staff Assistants, the posting shall take place each June within the school for at least five (5) workdays. The teachers of the school may submit nominations for the Head Teacher and Staff Assistant. These nominations shall be considered by the board, along with all other applications received for the position.

5-5.06 A copy of the postings in clause 5-5.05 is forwarded to the union. The posting shall contain a concise description of the particular characteristics of the available position and the benefits connected with it, such as release time as well as the criteria of eligibility established by the board for the position.

5-6.00 PERSONAL FILE AND ALL ISSUES PERTAINING TO DISCIPLINARY MEASURES AND SANCTIONS EXCLUDING DISMISSAL AND NON RE-ENGAGEMENT

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 board and the union.

5-6.02 All disciplinary measures must originate from the board or the principal in accordance with this Article.

5-6.03 Normally, a letter of reprimand shall be issued only if it has been preceded by at least one (1) written warning on the same subject or a similar subject.

5-6.04 A letter of warning, reprimand or suspension must outline the reasons for the disciplinary measure. In the case of a suspension, the duration of the suspension and whether it is with or without total salary, must be indicated.

5-6.05 Every teacher receiving a disciplinary measure shall be summoned to a meeting where the disciplinary measure will be issued. The teacher must receive a written notice at least twenty-four (24) hours before the meeting specifying the subject to be discussed. Such a notice shall also be given to the union delegate.

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 her or his teaching duties for the time required for the meeting with the principal.

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. For the sole purpose of acknowledging that she or he knows the content thereof, the letter must be countersigned by the teacher. If the teacher fails to countersign the letter, the union delegate or, in her or his 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 herself or himself at the disciplinary meeting, the countersigned letter shall be sent to the teacher in question by registered or certified mail, by fax, or delivered by hand or bailiff.

Section B Personal File

- 5-6.09 Only a disciplinary letter countersigned under clause 5-6.07 may be placed in the teacher's personal file.
- 5-6.10 Within fifteen (15) workdays of receiving a letter of warning, reprimand or suspension, the teacher may make written comments she or he feels are relevant to the disciplinary measure and have the comments entered in her or his personal file.
- 5-6.11 Every letter of warning placed 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 become null and void 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 board for at least half of those days.
- However, the balance of days necessary to complete the period prescribed may be workdays or 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 board's regular office hours, the teacher accompanied or not by a union representative, may consult her or his personal file on the condition that she or he provide proof of her or his 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.

Section C Transitional Measures

- 5-6.20 Any disciplinary measure issued prior to the coming into force of this Article shall be governed by the provisions of the agreement in force at the time it was issued, unless the board and union agree otherwise.

5-7.00 DISMISSAL

- 5-7.01 The board may only terminate a teacher's contract of engagement for one of the following reasons: incapacity, negligence in the performance of her or his duties, insubordination, misconduct or immoral behavior.
- 5-7.02 The board or the principal may relieve the teacher temporarily of her or his duties, with or without total salary.
- 5-7.03 The teacher and the union must be informed by written notice sent by registered or certified mail, by fax, or delivered by hand or bailiff of:
- a) the board's intention to terminate the teacher's engagement;
  - b) the date on which the teacher was or will be relieved of her or his 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 notified, 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 and the thirty-fifth day from the date on which the teacher was relieved of her or his duties, unless the 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 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 board shall determine the terms and conditions of the intervention.
- 5-7.07 Within three (3) workdays of the board's decision, the board shall send a notice to the teacher and the union by registered or certified mail, by fax, 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 her or his duties.
- 5-7.08 If the board does not terminate the contract of engagement within the time limit prescribed, the teacher shall regain all her or his rights, including total salary, as though she or he had never been relieved of her or his duties.
- 5-7.09 In the case where criminal action is taken against the teacher and the board considers that the nature of the accusation causes it serious prejudice as an employer, it may relieve the teacher of her or his duties without total salary until the conclusion of her or his trial. The time limit prescribed in clause 5-7.05 shall begin as of the date on which the teacher informs the board that she or he has received a judgment; such notification must be given within twenty (20) days of the date on which the judgment was issued.

5-7.10 The 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 must 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 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 board's decision, if the procedure prescribed was not followed or if the reasons for dismissal are not justified or do not constitute sufficient cause for dismissal, may order that the teacher in question be reinstated in her or his duties and may determine, if need be, the amount of the compensation to which she or he is entitled.

5-8.00 NON RE-ENGAGEMENT

5-8.01 This Article applies to regular teachers only.

5-8.02 The board may decide to non re-engage a teacher for one of the following reasons only: incapacity, negligence in the performance of her or his duties, insubordination, misconduct, immoral behavior and surplus of personnel within the framework of Article 5-3.00.

5-8.03 The union must be informed no later than May 15 of each year, by means of a list to this effect, sent by registered or certified mail, by fax, or delivered by hand or bailiff, of the board's intention not to renew the engagement of one or more teachers. The board must also forward such a notice to the teacher concerned. However, this clause does not apply to non re-engagement 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 non re-engagement shall be made.

The union and the teacher concerned may intervene and be present for the vote during the public meeting. The board and the union may determine the terms and conditions of the intervention.

5-8.06 The board must, before June 1<sup>st</sup> of the current school year, send a written notice by registered or certified mail, by fax, or delivered by hand or bailiff to the teacher concerned and the union of its decision not to renew the engagement of the teacher for the following school year. The notice must contain the reason or reasons justifying the board's decision.

A decision concerning a non re-engagement may be made at a meeting of the council of commissioners or of the 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 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 board, a school administered by a government ministry or another educational institution designated by the Minister, in which she or he held, with the same employer, a pedagogical or educational position<sup>1</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 non re-engagement was followed and, where applicable, whether the reason or reasons given by the board in support of the non re-engagement constitute one of the reasons for non re-engagement mentioned in clause 5-8.02.

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

5-8.10 The lack of legal qualifications may not be invoked against a teacher who has met, within the time limits prescribed, the conditions set for obtaining the legal qualifications but who has not produced the required documents due to an administrative delay not attributable to her or him.

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

##### Section A Resignation

5-9.01 The teacher shall be bound by her or his contract of engagement for the duration specified therein. However, the teacher may resign from the board without penalty fifteen (15) workdays after notifying the board. The teacher may resign prior to the expiry of the time limit, provided the board engages a replacement for the teacher.

In the case of a resignation submitted between June 15 and the first workday of the school year, the time limit is fifteen (15) days.

##### Section B Breach of Contract

5-9.02 When a teacher does not report to the principal or does not assume the duties to which she or he is assigned and fails to give valid reasons for the absence within five (5) workdays from the beginning of the absence, the absence and failure to give valid reasons constitute a breach of contract, retroactive to the date of the beginning of the absence. There is no breach of contract if the teacher does not give valid reasons within the time limit prescribed due to physical or mental incapacity or due to circumstances beyond her or his control, proof of which shall be the responsibility of the teacher.

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<sup>1</sup> Within the meaning of the Règlement définissant ce qui constitue une fonction pédagogique ou éducative aux fins de la Loi sur l'instruction publique (L.R.Q., 1981, c. I-14., r. 9) in effect on June 30, 1989.

- 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 her or his intention to resign within the time limit specified in clause 5-9.01 shall be considered as returning to work. However, the teacher who does not return to her or his position on the first workday of the school year during which she or he must return to work shall be in breach of contract as of the second workday of that same year.
- 5-9.04 The fact that a teacher uses her or his leave of absence without salary for purposes other than those for which she or he 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 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 her or his case within the time limit specified in that clause constitutes a breach of contract by the teacher, commencing from the date on which she or he was relieved of her or his duties.
- 5-9.06 In the case of a breach of contract within the meaning of clause 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 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 canceling the payment to a teacher of any amount owing under the agreement.
- 5-11.00 REGULATIONS REGARDING ABSENCES
- 5-11.01 Except as provided for in this agreement, the teacher shall be present for all days in the teacher's work year in accordance with Article 8-5.00.
- 5-11.02 The requirement of a teacher reporting to and/or being present in her/his school/centre shall be waived only if one or other of the following conditions applies:
- a) when the school/centre is declared closed by the board prior to the commencement of the school/centre in the morning, it shall be the teacher's responsibility to assure herself/himself of the fact that her/his school/centre has been declared closed.
  - b) when an entire school/centre is closed by the board during the regular school day, a sufficient number of teachers shall remain on duty to supervise the dismissal or the relocation of the students. The remainder of teachers may leave the school/centre with the authorization of the principal. No teacher shall be required to remain on duty beyond the normal dismissal time of the students.
- 5-11.03 The Teacher Council Chairperson and the union delegate or representative shall meet with the principal when in their opinion the school/centre building or a portion of the building has become uninhabitable, necessitating the cancellation or relocation of classes and/or the closure of the entire school/centre. In so doing, the examples listed in Annex L-I shall serve to guide their decision.
- 5-11.04 A teacher unable to report for duty shall endeavour to give notification beforehand to the authority designated by the principal and report the reason for the absence upon her/his return to work on the Certificate of Absence Form .
- 5-11.05 In the event that the board does not accept the reason provided in clause 5-11.04, it shall advise

the teacher of the reason within the ten (10) days following her/his return to work.

5-11.06 If a principal or the board requires a teacher to leave the school/centre premises in order to seek medical treatment when circumstances are such that, in the best interests of all concerned, this course of action is deemed advisable, the union delegate shall be advised of this decision. In the absence of the union delegate, the union shall be advised immediately.

5-11.07 A principal who, with due regard for the provision contained in clause 5-11.06 requires a teacher to leave the school/centre premises, shall be required to send immediately to the Human Resources Department a written statement, giving the reason for such action. A copy of the said statement shall be forwarded to the union upon receipt of same by the board.

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 board shall undertake to assume the case of every teacher whose civil responsibility might be at issue during the actual performance of her or his duties during the workday or outside the workday when the teacher is carrying out activities specifically authorized by the principal. The board agrees to make no claim against the teacher in this respect, unless a 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 board has been established by a court of law, the 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 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

*In accordance with clause 10-10.01, the board and the union agree that clause 5-14.02 shall be replaced, for all legal purposes, by the following clause so that the annual maximum of eight (8) days may be utilized as follows:*

- 5-14.02
- a) A maximum of five (5) workdays in not more than two blocks, including the day of the funeral or memorial service such as, cremation, interment of ashes, etc. shall be granted in the event of a death in the teacher's immediate family (spouse, child, spouse's child, parent, legal guardian, grandparent, parent-in-law, son/daughter-in-law, sibling, brother/sister-in-law, grand-child, or any person permanently domiciled in the home of the teacher at the time of death) and one workday to attend the funeral of a member of the teacher's extended family (aunt, uncle, niece, nephew, godparent or godchild, first cousin).
  - b) A delegation of teachers, the maximum number to be determined by the principal, to attend the funeral or memorial service in accordance with paragraph (a), in the event of the death of a staff member or student.
  - c) In the event of a serious illness of the teacher's spouse, child, parent, or spouse's child - three (3) days. When days are consecutive, the teacher must support her or his absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board. Additional days shall be granted following the exhaustion of benefits foreseen

in clause 5-13.30 in which case, sub-paragraph (e) below shall not apply.

- d) In the event of the hospitalization, surgery, or medical intervention performed on a teacher's spouse, child, parent or spouse's child - one (1) day for each child or parent. The teacher must support her or his absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board.
- e) The maximum number of days that may be granted under c) and (d) shall not exceed four (4) days per year.
- f) In the event of a medical emergency requiring a visit to a health professional - one (1) day. The teacher must support her or his absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board.
- g) To cover any event considered as an Act of God (unavoidable circumstances such as fire, flood, disaster) which obliges the teacher to be absent from work - three (3) days which may be taken in half days in the event of impassable roads, mechanical failure, collision, or transit system delays.
- h) The day of the baptism, birth, or adoption by the teacher of a child.
- i) The day of the wedding of the teacher's parent, sibling, child, spouse's child, or grandchild.
- j) A maximum of seven (7) consecutive days, workdays or not, including the day of the wedding for the marriage of the teacher.
- k) The day of taking the habit, ordination, taking of the perpetual vows of the teacher's child or sibling.
- l) A maximum of three (3) days for the teacher's professed religion provided these days fall on a workday and that the board is notified in advance. At the start of each school year, or at a later date in the case of the teacher whose contract takes effect after the start of the work year, the board shall provide each teacher a form, which the teacher who wishes to avail herself or himself of this sub-clause must complete and return by the date indicated therein.  
  
If the board does not recognize a specific holy day according to the Interfaith Calendar, it shall so inform the teacher within ten (10) days of the submission of the form.
- m) For the moving of one's domicile: the date of the move- one (1) day.
- n) The day of the university graduation of the teacher, the teacher's spouse, or the teacher's child – one (1) day.
- o) For appointments with a medical or dental specialist, or at a specialized facility for medical tests, when these appointments cannot be held outside the teacher's work day - one (1) day. The teacher must support her or his absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board.
- p) For appointments to meet the requirements of obtaining Canadian citizenship, when these appointments cannot be held outside the teacher's work day - one (1) day. The teacher must support her or his absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board.
- q) One (1) day per year to assume a non-medical responsibility related to the security or physical wellbeing of the teacher's aging or infirm parent. The teacher must support her or

his absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board.

- r) For circumstances not covered in the above sections, a teacher may choose to take the days remaining to her or his credit under the present clause in accordance with the following conditions:
- i) The teacher advises the principal of her/his intention to benefit from this provision at least forty-eight (48) hours in advance.
  - ii) The leave is taken in full days.
  - iii) The teacher agrees to reimburse the board by way of a payroll deduction at the rate provided in clause 6-6.03 (a) of the provincial agreement, to which is added the cost of fringe benefits.
  - iv) If a pedagogical day is included in the leave of absence taken in accordance with this clause, permission of the principal is required.

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.

- 5-15.01 a) The board shall grant, upon written request, a leave of absence without pay for one (1) contractual year or the balance of a year, or a part-time, part-pay leave of absence for a specified period not exceeding one (1) contractual year:
- 1) for distressful personal and/or family circumstances deemed valid by the board;
  - 2) for the purposes of full-time or part-time study;
  - 3) to care for the teacher's child not eligible for kindergarten ;
  - 4) in the case of extended illness of the teacher following the exhaustion of all sick leave benefits;
  - 5) for any reason, when such leave permits a reduction in the number of teachers on surplus or assigned to regular substitution;
  - 6) when the teacher's spouse changes her or his place of employment requiring a change of residence in excess of fifty (50) kilometers.
  - 7) to the teacher who has not benefited from a full year leave without salary from the board during the preceding six (6) school years.
- b) The board shall grant, upon written request, a non-renewable leave of absence without pay for the purpose of filling temporarily another position with the board other than those foreseen in Article 5-5.00. The leave may not exceed June 30<sup>th</sup> of the school year if the temporary position begins before December 31<sup>st</sup>. If the temporary position begins after December 31<sup>st</sup>, the leave shall not exceed twelve (12) months in duration.

5-15.02 A teacher who requests a leave of absence for an entire school year in accordance with clause 5-15.01 or clause 5-15.04, or an extension in accordance with clause 5-15.05, must do so in writing prior to April 1<sup>st</sup> and indicate the reason. Use of a leave for purposes other than that for which he or she obtained it, except as provided in clause 5-15.04 (b), may constitute a breach of contract in accordance with clause 5-9.04.

5-15.03 Except for reasons covered under clause 5-15.01(a) (1), a request for a leave of absence for less than one (1) full year shall normally be received by the board at least thirty (30) calendar days prior to the leave taking effect; if such leave is for a period of time less than the time

remaining in the school year, the date of return must be agreed upon by the board and the teacher at the time the leave is granted.

- 5-15.04 a) The school board may grant a leave of absence without pay for one (1) contractual year, or the balance of a year, or a part-time, part-pay leave of absence for a specified period not exceeding one (1) contractual year, for any reason it deems valid.
- b) If the reason for granting the leave in accordance with clause 5-15.01 ceases to be applicable, the teacher shall notify the board of the changed circumstances, following which the board and the teacher may agree to modify the leave or to cancel it without retroactive effect.
- 5-15.05 By March 1<sup>st</sup> the board shall send a letter to the last address given by the teacher on leave of absence asking the teacher to notify the board prior to April 1<sup>st</sup> of her or his intention to return to the service of the board or not for the following year.
- 5-15.06 The teacher who is on a leave of absence and who does not request an extension in accordance with clause 5-15.05 is deemed to be returning to the service of the board for the following school year.
- 5-15.07 The board shall notify each teacher who has requested a leave of absence or an extension to a leave of absence in writing by April 30<sup>th</sup> of the acceptance or rejection of her or his request.
- 5-15.08 The teacher whose request for a leave of absence or an extension to a leave of absence has not been accepted by the board may submit a request for review to the Labour Relations Committee within ten (10) days of receipt of the notice in clause 5-15.07.
- 5-15.09 The teacher on leave of absence without salary shall:
- a) accumulate seniority in accordance with Article 5-2.00 and retain experience or accumulate experience in accordance with Article 6-4.00.
- b) remain covered by the health insurance plan in accordance with Article 5-10.00. In addition, she or he may choose to remain covered by the other plans, in which case she or he must inform the board in writing. The teacher on leave of absence for a full contractual year shall pay the full premium in advance in one payment or via four (4) equal quarterly installments. For other leaves, the full premium must be paid in advance.

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 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 she or he actually been in the service of the 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 boards in Quebec, Canadian provinces or foreign countries within the scope of an agreement concluded between the board, the Government of Canada or the Government of Quebec and another board, a foreign government or another provincial government.
- 5-16.03 The teacher called upon to participate in an exchange program 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 she or he actually been in the service of the 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 her or his 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 board of its choice of a single savings institution or credit union for its members. It shall forward the board a standard deduction authorization form.

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

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

5-18.04 Thirty (30) days after a teacher has sent a written notice to this effect, the 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 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 procedure subject to criteria negotiated and agreed upon at the provincial level

5-21.09 The provisions of this Article shall apply only to regular teachers. For the purpose of application, the following definitions apply:

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

GENERAL PRINCIPLES

5-21.10 The board and the union agree to the following general principles:

- a) it is normally preferable to assign a teacher to the same school/centre for the following school year unless the teacher wishes to transfer;
- b) the teacher who is subject to a transfer or a reassignment shall have the right to return to the school/centre or category of origin, in accordance with this Article.

- 5-21.11 In the application of the assignment and transfer process, a teacher must meet the assignment criteria in clause 5-21.05 and the particular requirements in clause 5-21.06.

#### OBLIGATIONS OF THE BOARD AND THE UNION

- 5-21.12 By March 1<sup>st</sup> of each school year, the board and the union shall meet to determine the timelines for the assignment and transfer process. A copy of the timelines shall be posted in each school/centre.

- 5-21.13 a) By April 1<sup>st</sup>, the board shall post in each school/centre a list of the teachers deemed assigned to the school/centre for the current school year. The list shall be drawn up by category in decreasing order of seniority. It shall contain the names of the regular teachers in service (excluding resignations and retirements), the names of the teachers on leave, with or without pay, as well as the teachers assigned to the school/centre as a result of the application of clause 5-3.09.

- b) Following the application of clause 5-21.17, the board and the union shall meet to review the list of potentially excess teachers.

In order to respect the general principle of clause 5-21.10 (a) the board shall offer to the most senior potentially excess teacher a full post composed of the fractional need in her or his category greater than or equal to fifty percent (50%) with other fractional needs less than or equal to fifty percent (50%) in one or more of the other categories.

- c) Following the application of (b) above, the board shall offer to the most senior potentially excess teacher a reassignment in her or his school/centre on the condition that there is a need of one hundred percent (100%) in a given category to be filled and that there is no potentially excess teacher with greater seniority in that category at the board level.

#### OBLIGATIONS OF THE PRINCIPAL AND THE TEACHERS

- 5-21.14 By March 1<sup>st</sup> of each year, the principal shall request the input of the Teacher Council in accordance with Chapter 4.

- 5-21.15 Between the date of the request in clause 5-21.14 and the presentation of a tentative organizational plan in clause 5-21.16, the principal will inform the Teacher Council of all changes in course offerings as well as any projections in student enrolment or other relevant data that might help the Teacher Council make recommendations to the principal.

- 5-21.16 By March 31<sup>st</sup> the principal shall submit a tentative organizational plan for the coming year to the Teacher Council in accordance with Annex L-II.

- 5-21.17 By April 15<sup>th</sup> the principal shall notify in writing the teacher who is potentially excess because a full post in her or his category is not foreseen for the following school year.

- 5-21.18 Before April 30<sup>th</sup> of each school year, the principal shall inform in writing the teacher(s) who remain in excess following the application of clause 5-21.13. A copy of this notice is forwarded to the board and to the union.

- 5-21.19 Within five (5) days of receiving the name(s) of the teachers who are declared excess at the school level, the board shall forward to the union a list of the teachers so informed. The list shall be drawn up by category, by seniority, and indicate the school of origin.

## ASSIGNMENT AND TRANSFER OF TEACHERS

- 5-21.20 In accordance with the timelines established in clause 5-21.12, the board shall:
- a) post in each school and on its website a provisional list of needs that remain to be filled for the following school year. The needs shall be identified: by school, by category, indicating the pertinent information (subjects, levels, cycles, etc.), as well as any particular requirements, if applicable.
  - b) following the posting of the provisional needs, convene the teachers declared in excess according to clause 5-21.18 to a meeting with five (5) days written notice indicating the date, time and place. The union shall receive a copy of the notice of meeting at the same time and shall have the right to be present at the meeting. The teacher who is unable to attend because of circumstances beyond her or his control shall so notify the board and the union at least forty-eight (48) hours prior to the meeting.
- 5-21.21 The meeting foreseen in clause 5-21.20 shall be conducted in two (2) steps in the following order of priority:
- a) to choose a full post in the same category, proceeding in decreasing order of seniority,
    - i) the teacher shall choose a full post in her or his category; or
    - ii) the teacher shall choose the fractional need in her/his category if it is greater than or equal to fifty percent (50%) and complement it with other fractional need(s) less than or equal to fifty percent (50%) in one or more of the other categories; or
  - b) to choose a full post in another category, proceeding by decreasing order of seniority,
    - i) the teacher chooses a full post for which she/he is qualified; or
    - ii) the teacher chooses a full post composed of fractional needs from different categories.
- 5-21.22 The excess teacher assigned in accordance with clause 5-21.21 shall have her/his choice confirmed in writing by the board. The union shall receive a copy.
- 5-21.23 If, following the application of clause 5-21.21, a teacher remains unassigned, the board shall carry out the displacement foreseen in clause 5-3.15 by category, beginning with the most senior not identified in accordance with clause 5-3.11 displacing the least senior teacher in the category who was identified in accordance with clause 5-3.11.
- 5-21.24 If, following the application of clause 5-21.23, a teacher remains unassigned, the board shall carry out the displacement foreseen in clause 5-3.16 beginning with the most senior not identified in accordance with clause 5-3.11 displacing the least senior teacher who was identified in accordance with clause 5-3.11.
- 5-21.25 The teacher who remains excess after the application of Article 5-21.00 shall be subject to the application of clause 5-3.23.

## RIGHT OF RETURN

- 5-21.26 In accordance with clause 5-21.10 (b), if a full post becomes vacant or if a new post is created between June 1<sup>st</sup> and the first day of the presence of students, the excess teacher who was transferred or reassigned as a result of the application of this Article shall have the right to return to her/his school and category of origin if the teacher notifies the board in writing by June 15<sup>th</sup> of her/his desire to do so. This right shall be exercised by category of origin by order of seniority.

## VOLUNTARY TRANSFERS AND REASSIGNMENTS

- 5-21.27 Following the application of clauses 5-21.22, 5-21.23, and 5-21.24, the board shall post on its website the list of needs that remain to be filled for the following school year and invite applications for reassignment to another category within the school. Reassignment requests are receivable within 48 hours of the posting. If there is one application, the request is granted so long as the teacher meets the requirements of clause 5-21.11. When there is more than one candidate, the principal, in accordance with clause 4-2.06.1 may make a recommendation to Human Resources, which shall grant the reassignment.
- 5-21.28 Following the application of clause 5-21.27, the board, in the presence of the union, shall grant requests for voluntary transfers:
- a) when there is only one applicant for a post, the voluntary transfer shall be granted.
  - b) when there are two or more applicants for a post, the principal will interview each applicant and make a recommendation to the board on that basis.
  - c) the board, taking into consideration the recommendation in (b) above, grants the transfer.
  - d) the board shall notify in writing each applicant whether the request for voluntary transfer has been granted or not. The union shall receive a copy of this notification.

This text will be replaced by the modifications in Annex L-VII as determined by the Committee on Voluntary Transfers for implementation in spring 2009.

- 5-21.29 a) The teacher's school cannot be modified after October 15<sup>th</sup> except with her or his written consent.

**6-0.00 REMUNERATION OF TEACHERS****6-8.00 PAYMENT OF SALARY**

6-8.01 The salary installments foreseen in clause 6-7.01 shall be made by the board by direct transfer to the banking institution designated by the teacher.

6-8.02 With each salary installment, the board shall provide each teacher with a pay slip in the individual's board e-mail account at the same time that the deposit is made. For 2008-2009 only, each full-time teacher will have the option to receive their pay slip electronically effective December 15, 2008.

6-8.03 In the event of a payroll error:

- a) if a scheduled installment is not made, or in the event of an underpayment equal to or more than fifty percent (50%) of the net pay of a regular installment, the board shall issue a manual advance, corresponding to at least ninety percent (90%) of the regular net payment, within twenty-four (24) hours of the error being discovered by or reported to the board. The board shall make all required adjustments with the next regular salary installment.
- b) If there is an underpayment of more than ten percent (10%) but less than fifty percent (50%) of the net pay of a regular installment, when the error is discovered by or reported to the board within five (5) working days from the date of the payment, the board shall make all required adjustments with the next regular salary installment.
- c) If there is an underpayment of more than ten percent (10%) but less than fifty percent (50%) of the net pay of a regular installment, when the error is discovered by or reported to the board after five (5) working days from the date of the payment, the board shall make all required adjustments not later than the second regular salary installment following the date of the error.
- d) If there is an underpayment of ten percent (10%) or less of the net pay of a regular installment, following the error being discovered by or reported to the board, the board shall make all required adjustments not later than the second regular salary installment following the error being discovered by or reported to the board.
- e) If a teacher still in service has been overpaid, the teacher and the board shall agree to the mode of reimbursement prior to any recovery being affected. Failing agreement, the amount to be recovered with each salary installment shall not exceed ten percent (10%) of the bi-weekly net salary.
- f) Notwithstanding (e) above, the board retains the right to recover any overpayment on June 30<sup>th</sup> or at the termination of the teacher's contract or period of employment.

6-8.04 The compensation foreseen in clause 8-4.01(f) is payable twice yearly in the following manner:

- a) with the last salary installment in January for the period from the beginning of the school year to December 31;
- (b) with the first salary installment in July for the period of January 1 to June 30.

6-8.05 The compensation foreseen in clause 8-12.12.01 shall be paid by the last salary installment in June.

6-8.06 Each adjustment or deduction other than those that are routine must be accompanied by a

textual explanation on the pay stub. Before implementing a pay cut, the teacher shall receive a written notice explaining the details, the reasons, and indicating the date on which it shall take place.

- 6-8.07 Salary owed to teachers who work as casual supply teachers or by the hour shall be paid within the three (3) weeks that follow the week in which the remuneration was earned.
- 6-8.08 The salary owed to cooperating teachers shall be paid not later than December 15<sup>th</sup> of the following school year.

**7-0.00 PROFESSIONAL IMPROVEMENT SYSTEM****7-2.00 PROFESSIONAL IMPROVEMENT (SUBJECT TO THE AMOUNTS ALLOCATED AND THE PROVINCIAL PROFESSIONAL IMPROVEMENT PROGRAMS)**

7-2.01 The board and the union shall form a Professional Improvement Committee (PIC) on a parity basis, in accordance with clause 7-1.04.

7-2.02 This Committee shall serve two purposes:

- 1) to develop policies for the professional improvement of teachers;
- 2) to administer a system for the disbursement of funds by virtue of clause 7-1.01 and in accordance with the system of Professional Improvement agreed to by the Committee.

7-2.03 The Professional Improvement Committee shall be composed of eight (8) members. The board shall appoint four (4) and the union shall appoint four (4).

7-2.04 Before September 15<sup>th</sup> of each year, notice of appointment shall be given by the respective parties. Before September of each year, the first meeting of the Committee must be convened, at the call of either party.

7-2.05 Should a member of the PIC be temporarily [for less than two (2) months] unable to perform her/his duties, her/his place shall be filled by the alternate designated by the board or the union, as the case may be. Should a member of the Professional Improvement Committee resign or be unable to perform her/his duties for an extended period, the party which appointed her/him, shall provide a permanent replacement for her/him.

7-2.06 At its first annual meeting, the Professional Improvement Committee shall appoint a Chairperson and a Secretary from among its members. One (1) representative of the board and one (1) representative of the union shall occupy these two (2) posts alternately from year to year.

7-2.07 The Professional Improvement Committee shall adopt its rules of internal procedure. However, these rules shall ensure that voting is on a parity basis. Six (6) members shall constitute a quorum at a Professional Improvement Committee meeting provided that each party is represented by three (3) duly authorized members.

7-2.08 The Chairperson will cause to have forwarded to the members of the Committee, all relevant documents for receipt at least five (5) days prior to the meeting.

7-2.09 The Professional Improvement Committee must forward to the board and the union, its decisions concerning a System of Professional Improvement for the following year before April 1st of each school year, in accordance with clause 7-1.04.

7-2.10 The board shall distribute to the teachers within fifteen (15) days of its approval by the board, the System of Professional Improvement in accordance with clause 7-1.04.

7-2.11 It shall be the responsibility of the board to maintain the financial records of the Committee and to make these available to the Committee before September 30<sup>th</sup> of each year and within ten (10) days following the end of each month for the balance of the school year.

7-2.12 It shall be the responsibility of the Committee to advise all applicants of the disposition of their applications within five (5) days of the decision being made.

7-2.13 The union shall provide the secretarial services required to record and type the Committee

minutes as well as the correspondence, which may arise as a result of the application of this Article.

- 7-2.14 Reimbursement to the teachers for courses approved by the Professional Improvement Committee shall be paid by the board upon proof of successful completion.

**8-0.00 THE TEACHER'S WORKLOAD AND ITS ORGANIZATION****8-5.00 DURATION OF WORKING TIME**

- 8-5.01
- a) The teacher's work year shall begin prior to September 1<sup>st</sup> but not earlier than August 24<sup>th</sup> and end not later than the following June 30<sup>th</sup>. It shall comprise two hundred (200) workdays and make provision for one hundred eighty (180) days of instruction.
  - b) The work year shall include a Christmas break comprising at least ten (10) weekdays and a March break comprising at least five (5) weekdays starting on the first (1<sup>st</sup>) Monday in March.
  - c) The calendars applicable to all schools shall incorporate the following:
    - i) the placement of at least three (3) pedagogical days prior to the start of classes;
    - ii) the placement of other pedagogical days throughout the year to meet the needs of the school, including the day of the Quebec Provincial Association of Teachers' Convention;
    - iii) twenty (20) pedagogical days, of which five (5) are moveable, are provided in all schools during the years when curriculum reform is being implemented. Notwithstanding the above, where transportation is assumed by another board, the five moveable pedagogical days do not necessarily apply.
  - d) By November 15<sup>th</sup> of each year, the union and the board shall meet to begin the process of negotiating calendars for all schools/centres for the following year.
  - e) The board and the union shall meet at the request of either party to discuss problems that may arise in the application of subclause (b) in areas when the board is not directly responsible for the transportation schedule.
- 8-5.02.0 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.
- 8-5.02.1 The union and the board will meet to negotiate the calendars for all schools/centres for the following school year.
- 8-5.02.2 Once the parameters of the calendar are set according to 8-5.01, the placement of non-movable boardwide pedagogical days and the programming of activities for those boardwide days shall be the subject of consultation in accordance with clause 4-3.07 (10)
- 8-5.02.3 The scheduling of moveable pedagogical days and the program of activities for non board-wide pedagogical activities including the fixed in-school pedagogical days, shall be the subject of consultation in accordance with clause 4-2.06 (7).
- 8-5.02.4
- a) The teachers of a school may modify the calendar agreed to by the union and the board in accordance with clause 8-5.02.1 by relocating no more than two (2) pedagogical days. The hours shall be relocated to instructional days for purposes of curriculum reform. In such case, the procedure identified in clause 4-2.10 shall apply.
  - b) In accordance with clause (a) above, the length of a pedagogical day is equivalent to five (5) hours.

8-6.00 WORKWEEK

## 8-6.06.0 Terms and conditions for the distribution of working hours

8-6.06.1 The teachers' workweek shall comprise five (5) days from Monday to Friday.

- 8-6.06.2
- a) The principal of the school shall, in consultation with the Teacher Council (clause 4-2.06 [13]), set the times for the beginning and ending of the students' regular instructional timetable. This time shall not be set in a manner that shall cause any teacher's workday to begin prior to 08:30 or end later than 16:30. However, should the Teacher Council so request, these hours may be adjusted to 08:00 and 16:00 respectively.
  - b) Notwithstanding the above, the workday of a teacher assigned to a school in Annex L-III shall not begin prior to 08:00 (elementary) and 07:45 (secondary) nor end later than 16:00 and 15:45 respectively, except as otherwise specified within said Annex.
  - c) The teacher who starts or ends his or her workday outside the framework established in paragraphs (a) and (b) above in order to provide supervision in accordance with clause 8-7.02 (b) shall have that time recognized in accordance with clause 8-6.06.8.
  - d) The board and the union shall meet, at the request of either party, specifically to discuss transportation or student security problems which may arise in areas where the board is not directly responsible for the transportation schedule as well as any modification which may arise from the application of this clause

8-6.06.3 Within the workweek, the teacher is obliged to be present at the assigned place of work for a total of twenty-seven (27) hours of work per week, or the equivalent.

The twenty-seven (27) hours of presence shall be determined in the following manner:

- a) at the beginning of the school year, the principal shall assign an individual schedule stipulating those times when the teacher is required to be present in school;
 

In order to take into account individual teacher preferences, the principal shall agree to meet the teacher to discuss redistribution of the assigned time within this schedule provided that a request is made by the teacher within ten (10) days of the receipt of the schedule;
- b) at the pre-school and primary levels, the teacher may be required to be present during the regular pupil timetable and for supervision duties assigned in accordance with clause 8-12.07. Any block of non-presence time shall be of at least thirty (30) minutes duration;
- c) for an itinerant teacher, the board shall take into account in the determination of her or his twenty-seven (27) hours of presence, the fact that the teacher must travel from one school to another;
- d) the teacher is advised of a temporary change in the distribution of the twenty-seven (27) hours of presence, and this, by receiving a written notice forty-eight (48) hours before the temporary change is to occur;
- e) moreover, if a change of a permanent nature is involved, the teacher must have been consulted, and failing agreement, written notice of the change shall be given at least five (5) days before the change is to occur.

8-6.06.4 The teacher shall be entitled to an uninterrupted period of at least fifty (50) minutes for her/his lunch, excluding travelling time for an itinerant teacher. This lunch break shall occur between the hours of 11:30 and 13:30 unless the teacher waives this right in writing. The

school or center may present a request to modify these hours in accordance with the procedure in clause 4-2.11.

- 8-6.06.5 Notwithstanding clause 8-6.06.4, the itinerant teacher shall be entitled to an uninterrupted period of not less than fifty (50) minutes for her/his meal, exclusive of travelling time unless the teacher waives this right in writing.
- 8-6.06.6 When the principal convenes teachers to staff meetings in accordance with clause 8-8.05.2 (b) (i), the following procedure shall be used:
- a) one (1) week's written notice shall be given of the meeting, except in the case of such meeting being held during the first week of the work year;
  - b) an agenda shall be posted in the school at least three (3) working days prior to each meeting, copies being distributed to teachers;
  - c) the meeting should not normally extend more than one and one half (1.5) hours beyond the end of the scheduled students' day;
  - d) the meeting allocated to particular staff groups by the principal in accordance with this clause shall be convened in the manner outlined in (a), (b) and (c) above, but shall also define clearly the particular groups of teachers being convened.
- 8-6.06.7 Teachers who are required to sit for examinations shall not be required to be present for the meetings scheduled in clause 8-8.05.2 provided that notice justifying the absence is given to the principal three (3) days prior to the meeting.
- 8-6.06.8
- a) The functions undertaken by members of the teacher council are recognized as one hour per week within the framework of clause 8-6.02 a) (i) in the 27 hours of assigned work.
  - b) The participation of teachers on the Governing Board is recognized as personal work. For the duly elected teacher representative, a standard of sixty (60) minutes of personal work per week for a five (5) day cycle, 72 minutes for a six (6) day cycle, and 108 minutes per week for a nine (9) day cycle is applied.
  - c) The time spent in the first ten (10) group meetings and the first three (3) meetings with parents is recognized as personal work as follows: 60 minutes of personal work per 5 day cycle; 72 minutes of personal work per 6 day cycle; and 108 minutes of personal work per 9 day cycle.
  - d) The functions undertaken by members of the School Level Special Needs Committee as per 8-9.03 are recognized as two hours of personal work weekly within the framework of clause 8-6.02 a) (ii).
  - e) The time spent carrying out approved extra-curricular activities is recognized as personal work as follows:

<b>Credits (8-12.12.01)</b>	<b>5 day cycle</b>	<b>6 day cycle</b>	<b>9 day cycle</b>
15	60 minutes	72 minutes	90 minutes
30	90 minutes	108 minutes	162 minutes
45	120 minutes	144 minutes	216 minutes
60	150 minutes	180 minutes	270 minutes
75	180 minutes	216 minutes	324 minutes
90	240 minutes	288 minutes	432 minutes

8-7.00 WORKLOAD8-7.07.0 Supervision of the arrival and dismissal of pupils and of the movement of pupils not included in the workload

8-7.07.1 The elementary school teacher shall ensure the supervision of his or her students during the following periods:

- a) the time before the beginning of the first class in the morning and afternoon;
- b) the movement of students between classes;
- c) the time following class in the morning and afternoon.

8-7.07.2 The secondary school and vocational centre teacher shall effectively ensure the supervision of students within the building during the following periods:

- a) the time preceding the time set for the beginning of the students' first class in the morning;
- b) the period of time between classes designated as "passing time";
- c) the time following the ending of the pupils' timetable in the afternoon.

8-8.00 SPECIAL CONDITIONS8-8.05.0 Substitution, group meetings and meetings with parents8-8.05.1 Substitution

- a) In case of a teacher's absence, the replacement shall be assumed either by a teacher on availability or by a teacher assigned in whole or in part to substitution. Failing this, the board shall in the following order, call upon:

either

- b) a teacher who has not reached the maximum of his or her workload who volunteers so long as she/her can accomplish the entire workload of the absent teacher on the day in question.
- c) a casual supply teacher registered on a list maintained by the board for this purpose;  
or
- d) the teachers of the school who have reached the maximum of their workload and who wish to do so on a voluntary basis;  
or
- e) if none of the foregoing is available, the other teachers of the school. To deal with such emergency situations, the principal, after consulting the Teacher Council in accordance with clause 4-2.06 (3), shall establish an emergency substitution 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.

8-8.05.2 Group Meetings and Meetings with Parents

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

- a) The teacher shall be required to attend these meetings within the twenty-seven (27) hours of presence provided for in clause 8-6.02 as well as during the times provided for in the following paragraph (b); however, she/he shall not be obliged to attend group meetings on Saturdays, Sundays or holidays.
- b) Outside the twenty-seven (27) hours of presence provided for in clause 8-6.02, the teacher may not be required to attend during the work year more than:
  - i) ten (10) group meetings of teachers convened by the board or principal. These meetings must be held immediately after the dismissal of all the pupils from school but may exceed the framework of the teacher's workweek as provided for in clauses 8-6.02 and 8-6.06.6. For the purposes of applying this subparagraph, 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.
  - ii) three (3) meetings to meet parents. Such meetings shall normally be held in the evening, following the application of clause 4-2.06 (6).

Notwithstanding the foregoing, the principal and the Teachers Council may agree to other parent meetings without taking into account the framework of the teacher's workweek as provided for in clause 8-6.02. In such case, the teacher shall be compensated by a reduction in her/his twenty-seven (27) hours of presence equal to the duration of such meeting. Such compensation in time shall be taken at a time agreed upon by the principal and the teacher.

8-12.00 DISTRIBUTION OF DUTIES AND RESPONSIBILITIES AMONG THE TEACHERS OF A SCHOOL/VOCATIONAL CENTRE

8-12.01 In distributing the duties and responsibilities among teachers, the principal, after consultation with the Teacher Council in accordance with clause 4-2.06, shall ensure the just and equitable distribution of the workload in accordance with clause 8-7.02. The just and equitable distribution of workload shall be based upon the following:

- a) the teacher's preferences and seniority;
- b) the pedagogical characteristics of the post
- c) the teacher maintains her or his category.

8-12.02 a) At the pre-school level the presence schedule of teachers shall include preparation time of at least 120 minutes per week<sup>2</sup> or the equivalent within their students' timetable of 1410 minutes distributed in blocks of 30 minutes duration or more on different days during which the teacher shall not be assigned duties in accordance with clause 8-7.02 (b).

- b) At the elementary level (Cycles I-III), the presence schedule of teachers shall include preparation time of at least 150 minutes per week or the equivalent within their students' timetable and distributed in blocks of thirty (30) minutes duration or more each day, unless this distribution poses an unreasonable constraint on the pedagogical organization of the school.

8-12.03 At the secondary level (Cycles IV- V):

- a) the presence schedule of each teacher shall include a daily preparation period within the students' timetable at least equal to the duration of the instructional period during which the teacher shall not be assigned duties in accordance with clause 8-7.02 (b), unless she or he waives this right in writing prior to October 1<sup>st</sup>.
- b) the presence schedule of each teacher shall not require that she or he perform any of the duties in accordance with clause 8-7.02 (b) for more than one hundred and fifty (150) consecutive minutes unless she or he waives this right in writing. A period of recess shall not be considered as interrupting the continuity of these one hundred and fifty (150) minutes.
- c) notwithstanding the above, where the school has adopted an instructional timetable with teaching periods greater than 50 minutes a recess of at least twenty (20) minutes duration during which the teacher is not required to perform any of the duties in accordance with clause 8-7.02 (b) shall interrupt the continuity of these one hundred and fifty (150) minutes.

8-12.04 The principal shall:

- a) prior to June 1<sup>st</sup>, distribute a workload preference form to the teachers assigned to the school/centre for the following school year, inviting each teacher to indicate specific preferences regarding the cycle or level and subjects for the following school year.

With the agreement of the Teacher Council and the principal as foreseen in clause 4-2.06 (1), and following the conclusion of voluntary transfers, the teachers of the department, including those being transferred to the school, shall meet to develop a joint proposal to recommend to the principal who shall advise the teachers concerned whether the

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<sup>2</sup> Read 150 minutes per week as of school year 2009-2010.

recommendation is approved within two working days of its receipt. In developing this recommendation, the teachers will proceed to choose their particular courses starting with the most senior in round one choosing one course first and the least senior choosing one course last and continuing the same process in subsequent rounds until each teacher has a full workload.

- b) prior to June 15<sup>th</sup>, provide each teacher with a written provisional teaching workload for the following year. In the provisional teaching workload at the pre-school and elementary levels, the grade level(s) and subjects shall be specified; at the secondary level, the subject(s), level(s), or specialty(ies), e.g., *Mathematics 416*, *English 516*, etc., and the number of periods, shall be specified and at the Vocational Centre, the program(s), the module(s) and the number of hours foreseen for each module;
- c) notify the teacher in the briefest delay possible if a modification of the provisional workload is required;
- d) ensure that each teacher receives her or his workload at the start of each work year;
- e) ensure that each teacher receives her or his official workload by October 15<sup>th</sup>.

8-12.05 After October 15<sup>th</sup>, the workload may be modified with the consent of the teacher.

8-12.06 Following the application of clause 8-12.04 (d)

- a) the teacher who feels wronged by the distribution of duties and responsibilities may submit a written complaint to the principal within three (3) workdays of the receipt of the official workload indicating the reasons for the complaint and the remedy requested;
- b) the principal shall, within three (3) workdays following the receipt of the complaint, meet with the teacher. If following the meeting, the teacher's workload remains unchanged or the changes proposed by the principal prove to be unsatisfactory, the teacher may submit a written complaint to the Labour Relations Committee within three (3) workdays of the meeting with the principal;
- c) the Labour Relations Committee shall meet to study the complaint within five (5) workdays of its receipt and submit its recommendations to the principal and to the teacher within ten (10) workdays from the receipt of the complaint.
- d) The recommendation shall be implemented in its entirety unless the Committee is advised in writing within three (3) workdays days of issuing the recommendation of the reason for rejecting it.

8-12.07 In establishing the supervision schedule, the principal shall:

- a) consult with the Teacher Council in accordance with clause 4-2.06 in order to establish the supervision needs for the following school year. These needs shall indicate the areas to be supervised and the times at which these areas are to be supervised, as well as the number of supervisors required;
- b) inform the teachers of the supervision needs, prior to September 1<sup>st</sup>, so that each teacher may indicate a preference, both as to time and area. These preferences shall be taken into account when establishing the supervision schedule, and this, in accordance with clause 8-7.02 or 13-15.09 of the provincial agreement;
- c) not assign the teacher more than fifty (50) minutes of homeroom supervision per five-day (5) cycle, or its equivalent in any other cycle. The length of the homeroom period(s) shall

not exceed ten (10) minutes per day;

- d) assign the teachers in her/his school on an equitable rotation basis following consultation with the Teacher Council in accordance with clause 4-2.06.

8-12.08 In the preparation of examination and invigilation timetables, the principal will consult the Teacher Council in accordance with clause 4-2.06 to ensure that the distribution of these duties is just and equitable, taking into account the nature of the examination that the teacher is responsible for correcting. For purposes of applying clause 8-7.03 or 13-15.09 (e), assigned invigilation time will be recognized as time devoted to the presentation of courses and lessons.

8-12.09 The workload of a teacher with a part-time contract shall be subject to the duties and responsibilities in clause 8-7.02 (b) or 13-15.09 (b) and be pro-rated in accordance with the percentage of her or his contract of engagement, e.g., a sixty percent (60%) part-time contract shall entail a workload comprised of sixty percent (60%) teaching, sixty percent (60%) other duties, and sixty percent (60%) presence.

8-12.10 The principal will consult the teacher who has a partial workload in advance prior to designating those pedagogical days during which the teacher will be present, e.g., for the teacher referred to in clause 8-12.09 above, to whom clause 8-7.02 (b) apply, twelve (12) pedagogical days will be designated for purposes of presence.

8-12.11 If as a result of a specific workload distribution problem, the principal requires:

- a) that a pre-school teacher teach at the Cycle I-Cycle III level for less than 150 minutes per week during the five (5) day cycle or the equivalent, the maximum teaching time shall be pro-rated in accordance with clause 8-7.03 (a). This clause shall not apply when the pre-school teacher has been granted at least 150 minutes per week or the equivalent of preparation time.
- b) that a teacher teach at both elementary and secondary levels, her or his maximum teaching time shall not exceed the time determined in clause 8-7.03 (a) for the level where the teacher teaches the majority of the time.
- c) that a cycle I-III teacher teaches at the pre-school level, the maximum teaching time shall not exceed the time determined in clause 8-7.03 (a) (i).

8-12.12.00 **COMPENSATION FOR EXTRA-CURRICULAR ACTIVITIES<sup>3</sup>:**

8-12.12.01 Teachers participating in activities referred to in clause 8-7.02 (d) of the collective agreement (extra curricular activities outside of the students' timetable) shall be compensated in accordance with the following credit system and within the amounts established in Annex L-IV. [It is understood that this voluntary time must not conflict with the teacher's workload within the twenty- seven (27) hours]:

- 15 credits = 1 day of release time
- 30 credits = 2 days of release time plus \$125.00
- 45 credits = 2 days of release time plus \$250.00
- 60 credits = 3 days of release time plus \$250.00
- 75 credits = 3 days of release time plus \$375.00
- 90 credits = 4 days of release time plus \$375.00

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<sup>3</sup> In applying Article 8-12.00, an extra-curricular activity is one that has been sanctioned by the school for the benefit of its students who will be voluntarily and directly participating therein. Apart from field trips and teams, such activities normally occur outside of regular instructional time.

- 8-12.12.02 For the purpose of applying clause 8-12.12.01, the board shall allocate \$100.00 per FTE for all teachers in its employ as of September 30th.
- 8-12.12.03 The amounts in Annex L-IV shall be established yearly for each school or centre based on one hundred dollars (\$100.00) per equivalent full-time teacher allocated to the school or centre as a result of the September 30 student clientele.
- 8-12.12.04 By October 15 of each school year, the board shall post in each school or centre a copy of Annex L-IV indicating the name of each school or centre, the teacher allocation on September 30 and the amount of money. At the same time, a copy of the annex shall be forwarded to the union.
- 8-12.12.05 The amount established for each school and centre in accordance with clause 8-12.12.03 is not transferable from one year to the next.
- 8-12.12.06 Credits shall be accumulated in accordance with Annex L-V.
- 8-12.12.07 Credits shall be accumulated on a voluntary basis and assigned to activities approved by the principal. However, a teacher shall not receive compensation for more than ninety (90) credits in any one school year.
- 8-12.12.08 When the total number of credits earned in a school is in excess of the budget allocated in Annex L-IV, the monetary compensation shall be pro rated based on the actual number of credits earned. In this case, clause 8-12.12.12 cannot apply.
- 8-12.12.09 The principal shall submit a list of all teachers involved in ECA activities with the days and monetary compensation earned for approval before being posted in the school.
- 8-12.12.10 Teachers may opt to receive one hundred twenty five dollars (\$125.00) per day in monetary compensation instead of time off compensation, all within the assigned budget established in Annex L-IV with the provision that all teachers eligible for monetary compensation in clause 8-12.12.10 must have priority of payment.
- 8-12.12.11 a) Time compensation will normally be taken during the school calendar year in which the credits were earned and must be taken on those days designated as pedagogical days in the school calendar in accordance with the following provided that all the credits justifying this release time have been earned prior to the release time being granted.
- b) Not more than two (2) days' compensation may be carried forward to the next school year and utilized by mutual agreement between the teacher and the principal.
- 8-12.12.12 The principal may, following consultation as foreseen in clause 4-2.06 (10), add other activities and corresponding credits to those that appear in Annex L-V.

**9.00.0 GRIEVANCE AND ARBITRATION**9-2.00 Grievances and Arbitration (for matters negotiated at the local level)

- 9-2.01 The procedure for settling grievances and arbitration prescribed in Article 9-1.00 applies.
- 9-2.02 Instead of the notice of grievance prescribed in clause 9-1.04, the union may send a letter to the board to reserve its right to contest a disciplinary measure imposed under Article 5-6.00. The letter must be sent within the time limit prescribed in clause 9-1.04.
- 9-2.03 In the case of a disciplinary measure provided for under Article 5-6.00, the date of the disciplinary notice is taken as the date of the event.
- 9-2.04 In the case of the termination of a teacher's contract of engagement under Article 5-7.00 or non re-engagement under Article 5-8.00, the date of the meeting at which the board shall make its decision is taken as the date of the event.
- 9-2.05 Notwithstanding clauses 9-1.05 to 9-1.08, in the case of the termination of a teacher's contract of engagement under Article 5-7.00 or non re-engagement under Article 5-8.00, the notice of grievance constitutes a notice of arbitration once it is received by the QPAT and the QESBA.

**10-0.00 GENERAL PROVISIONS****10-7.00 HYGIENE, OCCUPATIONAL HEALTH AND SAFETY**

- 10-7.01 In this Article, "Act" refers to the Act respecting occupational health and safety (R.S.Q., c. S-2.1) and "regulations" refer to the inherent regulations.
- 10-7.02 The board and the union shall cooperate in order to maintain working conditions that respect the health, safety and physical well-being of teachers.
- 10-7.03 The obligations of teachers and the board are those prescribed by the Act and the regulations.
- 10-7.04 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 board, to respond to their particular needs, must in no way diminish the efforts required of the board, the union and the teachers to eliminate the sources of danger to their health, safety and physical well-being.
- 10-7.05
- a) Whenever a teacher exercises the right of refusal prescribed by the Act, she or he must immediately advise the principal.
  - b) Once notified, the principal 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 her or his work in accordance with the conditions prescribed in clause 3-6.01.
- 10-7.06 The right of a teacher mentioned in clause 10-7.05 is exercised subject to the pertinent sections of the Act and according to the methods prescribed therein, if need be.
- 10-7.07 The board may not dismiss or non re-engage a teacher, or impose any disciplinary or discriminatory measure on her or him, on the grounds that she or he exercised, in good faith, the right provided for in clause 10-7.05.
- 10-7.07.1 [PROTOCOL] The board shall work towards the objective of ensuring that in the performance of his or her duties, each teacher is provided with the means to communicate directly with the school/centre office either via an intercom or a portable communications device.

**10-8.00 TRAVEL EXPENSES**

- 10-8.01 The travelling expenses of a teacher who must travel during the performance of her or his duties shall be reimbursed according to the policy in force at the board.

**11-0.00 ADULT EDUCATION****11-2.00 RECALL LIST**

*The following provisions shall apply for the engagement of teachers at the hourly rate or under part-time contract and shall replace the provisions of clauses 11-2.01 to 11-2.04:*

- 11-2.01.1 The existing recall list under the 2000-2003 agreement shall continue to exist under this Article.
- 11-2.02.1 As of June 1<sup>st</sup> the board shall update the recall list in 11-2.01.1 by adding the names of those teachers who are eligible and by adding the cumulative seniority projected to June 30<sup>th</sup> of the school year, to a maximum of eight hundred (800) hours per year. In so doing, the following provisions shall apply:
- a) when calculating the seniority of hourly-paid teachers on the recall list, each teacher shall be given credit for the number of hours normally assigned to the course, whether or not classes are canceled on a given day.
  - b) to be eligible to be placed on the updated recall list, the teacher must meet one of the following conditions:
    - i) have accumulated at least four hundred (400) hours of teaching with the board within at least two (2) of the three (3) preceding school years.
    - ii) notwithstanding (i) above, a teacher who accumulates at least four hundred (400) hours of teaching in the first year of employment with the board shall have her or his name added to the recall list if the board so decides.
    - iii) was on the recall list, obtained a full-time contract, and is being non re-engaged for surplus on July 1<sup>st</sup>.
  - c) hours of teaching accumulated by short-term substitution shall not be counted for purposes of seniority calculation. The seniority credited to the hourly paid teacher who is absent for up to twelve (12) consecutive hours will not be affected by the absence.
  - d) hours of teaching accumulated by long-term substitution, defined as any period of consecutive absence that exceeds twelve (12) hours, shall be counted for purposes of seniority calculation from the beginning of the replacement.
  - e) each teacher on the recall list shall receive by mail a letter informing her/him when and where, in each building of the centre, the updated recall list will be posted. At the same time, a copy of the letter and the list shall be forwarded to the union. The teacher who contends that her or his name has been omitted from the list or that the seniority has not been calculated correctly shall notify the board in writing within the fifteen (15) days following the posting of the list.
  - f) if required, a correction will be made to the list within the twenty (20) days following the receipt by the board of the notification in paragraph (e). The teacher and the union will be notified in writing accordingly.
  - g) an administrative version of the list in (e) above specifying the legal qualifications and the teaching experience within the preceding five (5) school years of each teacher shall be provided to the union by June 30<sup>th</sup>.
  - h) notwithstanding paragraph (d) of clause 5-2.07, a teacher shall not lose seniority as long as

she or he remains eligible to be placed on the recall list.

11-2.03.1 The board shall remove from the recall list the name of the teacher:

- a) who has not taught a minimum of twenty-five (25) hours with the board in two (2) different school years over the last three (3) school years.
- b) who was not available for work except for the following reasons:
  - i) maternity, paternity or parental leave covered by law;
  - ii) illness;
  - iii) work accident;
  - iv) death or serious illness of the teacher's spouse, child, parent, or other person permanently domiciled in the teacher's residence;
  - v) a change in the place of employment of a teacher's spouse requiring a change of residence to a place more than fifty (50) km distant from the building of the centre where the teacher last taught [to a maximum of two (2) years];
  - vi) a full-time position with the local union or QPAT;
  - vii) any other reason deemed valid by the board.
- c) who has refused a written offer for a post for which she/he is qualified in accordance with clause 5-21.05 and for which she/he declared himself/herself to be available in accordance with clause 11-2.01.2 (a). Such offer must specify that refusal will lead to the removal of the teacher's name from the recall list.
- d) who has refused to complete and return her/his preference and availability form in accordance with clause 11-2.04.2 (a).
- e) who has left the service of the board during the course of an engagement unless the board accepts the reason for the departure.
- f) who has obtained a full-time contract.
- g) whose employment was terminated for one of the reasons foreseen in Article 5-7.00, in which case the teacher shall have the right to contest the grounds for termination in accordance with Chapter 9-0.00.

11-2.04.1 When distributing workloads to teachers, subject to the provisions of clause 11-2.04.2 (a), the board shall respect the following provisions:

- a) By June 1<sup>st</sup>, the board shall post in each centre and on its website the provisional list of needs to be filled. This list shall be updated throughout the year and reflect any additional needs that are identified prior to their being filled. An administrative version of this list shall be transmitted to the union within the briefest delays indicating the teacher who has been assigned to fill each of the needs.
- b) beginning with the most senior teacher on the recall list in accordance with clause 5-3.08, the board shall offer her or him a post for which she or he meets the assignment criteria of clause 5-21.05 as well as the particular requirements of the post in accordance with 5-21.06. In so doing, the board will structure the teacher's workload in order to create the most

complete post possible, i.e., an average of twenty (20) hours per week, normally, a weekly maximum of twenty-four (24) hours, and an annual maximum of eight hundred (800) hours.

- c) if additional posts are formed during the school year, they shall be offered to the most senior teacher whose workload has not attained the maximum on condition that the teaching schedule is compatible with the teacher's existing schedule or can be modified to be compatible.

11-2.04.2 In carrying out the procedures referred to in 11-2.04.1, the board shall respect the following provisions:

- a) by June 1<sup>st</sup>, the board shall forward to each teacher whose name appears on the recall list a preference and availability form by which the teacher shall indicate her/his workload preferences [subjects, levels, language(s) of instruction, building(s) of the centre] and specify any period of non-availability for work. A copy of this form must be completed and returned to the board by June 15<sup>th</sup>. The board will provide a copy of all completed forms to the union by June 30<sup>th</sup>. Any change in the teacher's availability or preferences must be submitted in writing to the board without delay and a copy shall be sent to the union availability or fifteen (15) days following its receipt.
- b) at the beginning of each semester, the board shall forward to the union a copy of the workloads listing teachers in the same order as the recall list and indicating the following information:
- the subject(s) taught
  - the building of the centre
  - the beginning and ending dates
  - the total number of hours foreseen
  - the nature of the engagement (type of contract, percentage or hourly rate)
- c) at the completion of each semester, the information provided in (b) above shall be updated and forwarded to the union.

11-2.04.3 Subject to the information submitted on the preference and availability forms and proceeding by seniority, summer courses shall be offered to teachers on the recall list who volunteer, and who meet the assignment criteria of clause 5-21.05 as well as the particular requirements of the post in accordance with clause 5-21.06.

11-2.04.4 If a teacher accepts a part-time contract, and later in the process, a full-time post becomes available for her/him, she/he shall be assigned to that post on paper but shall remain in her/his present post provided that the latter is a post at one hundred percent (100%). Should the part-time post not be at one hundred percent (100%), the teacher will actually transfer to the full time post.

11-10.05.1 *The following provisions shall replace subclauses (i) and (j) of clause 5-3.36 of the provincial agreement:*

a) subclause i) of clause 5-3.36 is replaced by the following:

The board shall engage, by order of seniority, a teacher on the recall list established in Article 11-2.00 who has accumulated two (2) years seniority or more on June 30<sup>th</sup> and who meets the assignment criteria of clause 5-21.05, as well as the particular requirements of the post, in accordance with clause 5-21.06.

The board shall not consider a teacher referred to in the preceding paragraph who notified the board prior to June 1<sup>st</sup> of a given school year that she or he would not be available to hold such a position during the following school year.

b) moreover, subclause (j) of clause 5-3.36 is replaced by the following: When the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher whose name is entered on the recall list established by Article 11-2.00, the board must establish that its decision is well founded.

**13-0.00 VOCATIONAL EDUCATION****13-3.00 RECALL LIST**

*The following provisions shall apply for the engagement of teachers at the hourly rate or under part-time contract and shall replace the provisions of clauses 13-3.01, 13-3.02, 13-3.04 and 13-3.05:*

13-3.01 The existing recall list under the 2000-2003 agreement shall continue to exist under this Article.

13-3.02.1 As of June 1<sup>st</sup> of each successive school year, the board shall update the list in clause 13-3.01 by adding the names of those teachers who are eligible and by adding the cumulative seniority projected to June 30<sup>th</sup> of the school year, to a maximum of seven hundred and twenty (720) hours per year. In so doing, the following provisions shall apply:

- a) when calculating the seniority of teachers on the recall list, each teacher shall be given credit for the number of hours normally assigned to the course, whether or not classes are canceled on a given day.
- b) to be eligible to be placed on the updated recall list, the teacher must meet one (1) of the following conditions:
  - i) have accumulated at least four hundred (400) hours of teaching with the board within at least two (2) of the three (3) preceding school years.
  - ii) notwithstanding (i) above, a teacher who accumulates at least four hundred (400) hours of teaching in the first year of employment with the board shall have her or his name added to the recall list of the board so decides.
  - iii) was on the recall list, obtained a full-time contract, and is being non re-engaged for surplus on July 1<sup>st</sup>.
- c) hours of teaching accumulated by short-term substitution shall not be counted for purposes of seniority calculation. The seniority credited to the hourly-paid teacher who is absent for up to twelve (12) consecutive hours will not be affected by the absence.
- d) hours of teaching accumulated by long-term substitution, defined as any period of consecutive absence that exceeds twelve (12) hours, shall be counted for purposes of seniority calculation from the beginning of the replacement.
- e) each teacher on the recall list shall receive by mail a letter informing her/him when and where, in each building of the centre, the updated recall list will be posted. At the same time, a copy of the letter and the list shall be forwarded to the union. The teacher who contends that her or his name has been omitted from the list or that the seniority has not been calculated correctly shall notify the board in writing within the fifteen (15) days following the posting of the list.
- f) if required, a correction will be made to the list within the twenty (20) days following the receipt by the board of the notification in paragraph (e). The teacher and the union will be notified in writing accordingly.
- g) an administrative version of the list specified in (e) above specifying the legal qualifications of each teacher shall be provided to the union by June 30<sup>th</sup>.
- h) notwithstanding paragraph (d) of clause 5-2.07, a teacher shall not lose seniority as long

as she or he remains eligible to be placed on the recall list.

- 13-3.04.1 The board shall remove from the recall list the name of the teacher:
- a) who has not taught a minimum of twenty-five (25) hours with the board in two (2) different school years over the last three (3) school years.
  - b) who was not available for work except for the following reasons:
    - i) maternity, paternity or parental leave covered by law;
    - ii) illness;
    - iii) work accident;
    - iv) death or serious illness of the teacher's spouse, child, parent, or other person permanently domiciled in the teacher's residence;
    - v) a change in the place of employment of a teacher's spouse requiring a change of residence to a place more than fifty (50) km distant from the centre where the teacher last taught [to a maximum of two (2) years];
    - vi) a full-time position with the local union or QPAT;
    - vii) any other reason deemed valid by the board.
  - c) who has refused a written offer for a post for which she/he is qualified in accordance with clause 5-21.05 and for which she/he declared herself/himself to be available in accordance with clause 13-3.05.2 (a). Such offer must specify that refusal will lead to the removal of the teacher's name from the recall list.
  - d) who has refused to complete and return her/his preference and availability form in accordance with clause 13-3.05.2.
  - e) who has left the service of the board during the course of an engagement unless the board accepts the reason for the departure.
  - f) who has obtained a full-time contract.
  - g) whose employment was terminated for one of the reasons foreseen in Article 5-7.00, in which case the teacher shall have the right to contest the grounds for termination in accordance with Chapter 9-0.00.
- 13-3.05.1 When distributing workloads to teachers, subject to the provisions of clause 13-3.05.2 a), the board shall respect the following provisions:
- a) By June 1<sup>st</sup>, the board shall post in each centre and on its website the provisional list of needs to be filled. This list shall be updated throughout the year and reflect any additional needs that are identified prior to their being filled. An administrative version of this list shall be transmitted to the union within the briefest delays indicating the teacher who has been assigned to fill each of the needs.
  - b) beginning with the most senior teacher on the recall list in accordance with clause 5-3.08, the board shall offer her or him a post in the category concerned failing which, the board shall offer her or him a post for which she or he meets the assignment criteria of clauses 5-21.05 (a) and 13-12.02, as well as the particular requirements of the post, in accordance

with clause 5-21.06. In so doing, the board will structure the teacher's workload in order to create the most complete posts possible, i.e., an average of twenty (20) hours per week, normally, a weekly maximum of twenty-four (24) hours, and an annual maximum of seven hundred and twenty (720) hours.

- c) if additional posts are formed during the school year, they shall be offered to the most senior teacher whose workload has not attained the maximum on condition that the teaching schedule is compatible with the teacher's existing schedule or can be modified to be compatible.

13-3.05.2 In carrying out the procedures in 13-3.05.1, the board shall respect the following provisions:

- a) by June 1<sup>st</sup>, the board shall forward to each teacher whose name appears on the recall list or who has taught for the board during the current school year a preference and availability form (Annex L-XV) by which the teacher shall indicate her/his workload preferences [programs, modules, language(s) of instruction, building(s) of the centre] and specify any period of non-availability for work.

A copy of the availability sheet must be returned to the board by June 15<sup>th</sup> and the board will provide a copy of all completed forms to the union by June 30<sup>th</sup>. Any change in the teacher's availability or preferences must be submitted in writing to the board without delay and a copy shall be sent to the union within the fifteen (15) days following its receipt.

- b) at the beginning of each semester, the board shall forward to the union a copy of the workloads listing teachers in the same order as the recall list and indicating the following information:
- the subject(s) or module(s) assigned
  - the building of the centre
  - the beginning and ending dates
  - the total number of hours foreseen
  - the nature of the engagement (type of contract, percentage, or hourly rate)
- c) at the completion of each semester, the information provided in (b)above shall be updated and forwarded to the union.

13-3.05.3 Subject to the information submitted on the preference and availability forms and proceeding by seniority, summer courses shall be offered to teachers on the recall list who volunteer, and who meet the assignment criteria of clauses 5-21.05 (a) and 13-12.02 as well as the particular requirements of the post in accordance with clause 5-21.06.

13-3.05.4 If a teacher accepts a part-time contract, and later in the process, a full-time post becomes available for her/him, she/he shall be assigned to that post on paper but shall remain in her/his present post provided that the latter is a post at one hundred percent (100%). Should the part-time post not be at one hundred percent (100%), the teacher will actually transfer to the full-time post.

13-11.05.1 *The following provisions shall replace subclauses (i) and (j) of clause 5-3.36 of the provincial agreement:*

- a) Subclause i) of clause 5-3.36 is replaced by the following:

The board shall engage, according to seniority, a teacher on the recall list prescribed in Article 13-3.00 who has accumulated two (2) years seniority or more on June 30<sup>th</sup> who meets the assignment criteria of clauses 5-21.05 (a) and 13-12.02 as well as the particular

requirements of the post, in accordance with clause 5-21.06.

The board shall not consider a teacher referred to in the preceding paragraph who notified the board prior to June 1<sup>st</sup> of a given school year that she or he would not be available to hold such a position during the following school year.

- b) Moreover, subclause (j) of clause 5-3.36 is replaced by the following: When the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher whose name is entered on the recall list prescribed by Article 13-3.00, the board must establish that its decision is well founded.

**Annex L-I****EXAMPLES OF UNINHABITABLE CONDITIONS TO BE CONSIDERED IN CLAUSES 5-11.03 AND 10-7.01**

- 1) Structural damage such as collapse of walls, roofs or other significant and sudden deterioration in the structural integrity of the building;
- 2) Sewage system back-up;
- 3) Flooding in classrooms and corridors such that student movement in sections of the building becomes curtailed and normal classroom functions are disrupted;
- 4) Loss of municipal water services for periods in excess of sixty (60) minutes;
- 5) No heat in the building when a building temperature falls below 18° C for a period of more than sixty (60) minutes;
- 6) Malodors, fire hazards, insect or vermin infestation, communicable diseases based upon a report from an appropriate municipal or provincial department to the principal;
- 7) Pollution of drinking water when municipal/provincial authorities advise against consumption of tap water without special treatment, unless other means of obtaining drinking water are provided;
- 8) Lack of adequate lighting; if service cannot be returned within sixty (60) minutes after loss of service.

It is understood that the examples listed do not limit the criteria which may be considered when canceling classes in a portion of the building or in the entire building.

**ANNEX L-II****ORGANIZATIONAL PLAN FOR THE FOLLOWING SCHOOL YEAR IN ACCORDANCE WITH CLAUSE 5-21.16**

The principal will make available to the Teacher Council the following information concerning the organizational plan for the following school year:

- a) projected course offerings indicating the time allocations for each;
- b) the projected number of teachers for the school as authorized by the board;
- c) projected enrollment for pre-school and for each grade/level for each cycle;
- d) an outline of major elements in the timetable noting, in particular proposed changes;
- e) proposed changes in facilities as well as procedures for the operation of the school;
- f) other information relevant to the organization of the school as it becomes available from the board.

**ANNEX L-III****Beginning and end of a teacher workday  
In accordance with clause 8-6.06.2 (b)**

Elementary	Secondary
Crestview Jules Verne Genesis Hillcrest John F. Kennedy (7:50 AM) Pinewood (7:50 AM) McCaig Mountainview Our Lady of Peace Pierre Elliott Trudeau Souvenir St-Jude St-Paul Terry Fox Twin Oaks	Lake of Two Mounains Laurier Senior Rosemere Mother Teresas J. H. Laval Junior High School (7:35 AM)

**ANNEX L-IV-  
EXTRA-CURRICULAR ACTIVITIES ANNUAL BUDGET IN ACCORDANCE WITH ARTICLE 8-12.12**

NAME OF SCHOOL	NUMBER OF TEACHERS	AMOUNT
<b><i>ELEMENTARY SCHOOLS</i></b>		
Arundel Elementary		
Crestview		
Franklin Hill		
Genesis		
Grenville		
Hillcrest		
John F. Kennedy		
Joliette Elementary		
Jules Verne		
Laurentia		
Laurentian (LES)		
McCaig		
Morin Heights		
Mountainview		
Our Lady of Peace		
Pierre Elliott Trudeau		
Pinewood		
Rawdon – elementary		
Saint Jude		
Saint Paul		
Saint Vincent		
Sainte Adele		
Sainte Agathe Elementary		
Souvenir		
Terry Fox		
Twin Oaks		
<b><i>SECONDARY SCHOOLS</i></b>		
Joliette High School		
Lake of Two Mountains High		
Laurentian Regional High		
Laurier Senior		
Laval Junior		
Laval Liberty		
Mother Teresa Junior High		
Mountainview-Batshaw		
Phoenix		
Rawdon Middle School		
Rosemere High School		
Sainte Agathe Academy		
<b><i>COMPETENCY DEVELOPMENT CENTRES</i></b>		
Adult Centres		
Vocational Centres <sup>4</sup>		
<b>General Allocation</b>		
<b>Total Annual Budget</b>		

<sup>4</sup> For the purposes of application of this Annex and the related clauses found in Article 8-12.00 pertaining to extra-curricular activities, the calculation of the compensation available shall include the number of full time equivalent (FTE) teachers who taught in the adult centres during the preceding school year.

Annex L-V  
EXTRA-CURRICULAR ACTIVITIES CREDIT SYSTEM

The following principles shall be applied when the activity list is prepared annually:

- 1) activities that are normally held on a frequency of once per week throughout the school year shall be given thirty (30) credits – examples: stamp club, photography club, etc;
- 2) activities that are normally held on a frequency greater than once per week over a part of the school year [approximately thirty (30) sessions] shall be given thirty (30) credits – examples: track and field team, badminton team, drama club, choral group, etc.;
- 3) activities that are normally held on a frequency greater than once per week throughout the school year shall be given sixty (60) credits – examples: judo club, gymnastics club, swimming club;
- 4) activities that may be classified as “major” including a school band, senior football team, senior basketball team, annual review, etc. that meet on an intensive basis for part of the school year [approximately sixty (60) sessions] shall be given sixty (60) credits for the person in charge (head coach, director, etc.). For regular assistants of these activities, not more than forty-five (45) credits shall be given;
- 5) supervision of an intra-muros program shall be classified as one (1) credit per session provided that each session is at least thirty (30) minutes long – example: afternoon skating, school choir, etc. A maximum of sixty (60) credits is permitted per teacher for any one activity;
- 6) other student activities shall be given credit at the rate of one (1) credit per session provided that each session is at least thirty (30) minutes long. A maximum of sixty (60) credits per teacher is permitted for any one activity;
- 7) respecting the maximums established in item (4) above, teachers participating in overnight trips for students which are approved by the board in accordance with its policies governing this topic, shall be given a credit value of fifteen(15) credits per night to a maximum of thirty (30) credits per year.
- 8) Teachers participating in field trips shall receive three (3) credits per field trip and five (5) credits in the case of trips that extend beyond the normal school day, other than (7) above.

**ANNEX L – VI**  
**AGREEMENT ON SUPPORT AND SUPERVISION OF STUDENT TEACHERS IN ACCORDANCE WITH**  
**APPENDIX XXXII OF THE PROVINCIAL AGREEMENT**

### **1.0 Responsibility of the Parties**

The union and the board jointly recognize their mutual responsibilities in ensuring the training of new teachers in accordance with the implementation of the four-year (4) Bachelor of Education Program offered by the universities in the province of Quebec. It is acknowledged as well that the acceptance of these responsibilities involves working in concert with the universities and coordinating efforts at the regional level.

### **2.0 Participation of Cooperating Teachers**

- 2.1 Only tenured teachers are eligible to participate and this on a voluntary basis.
- 2.2 Appointment of cooperating teachers is subject to annual review by the Teacher Training Committee in conjunction with the universities.
- 2.3 Cooperating teachers must follow the training program offered by the universities.
- 2.4 The criteria for the selection of cooperating teachers are the following:
  - a) legal qualification in the subject area;
  - b) pertinent academic background;
  - c) a minimum of five years' teaching experience;
  - d) a demonstrated ability to work in a team;
  - e) a teaching record demonstrating continuing involvement in personal and professional development;
  - f) any other criteria approved by the Teacher Training Committee.

### **3.0 Training of Cooperating Teachers**

- 3.1 In accordance with the existing agreements, each university is responsible for the training program as determined by the faculty concerned.
- 3.2 The training program is practice-centered and interactive.
- 3.3 A formal training is a prerequisite for cooperating teachers with 3<sup>rd</sup> and 4<sup>th</sup> year student teachers where the practice teaching period is lengthy and the support and evaluation critical to the success of the program.
- 3.4 Release time will be provided to the cooperating teachers to support the activities relative to the training of student teachers.
- 3.5 Cooperating teachers shall benefit from monetary compensation in accordance with the criteria established by the Teacher Training Committee.

- 3.6 The parameters and criteria to the preceding paragraph will be determined by a parity committee comprising representatives of the union and the board.
- 3.7 All expenses incurred in the application of this arrangement shall be charged to the teacher training budget.

#### **4.0 Budget**

- 4.1 The annual budget will be established in accordance with MEQ regulations and the per capita amount allowed for each full-time equivalent student teacher placed each year in the schools/centres of the board.
- 4.2 The annual budget will include the MEQ grant and any amount carried forward in accordance with clause 4.4.
- 4.3 The parties agree that there are residual funds in the teacher training budget of predecessor boards that must now be brought forward to the jurisdiction of the board. This amount is, however, subject to reconciliation with the successor boards instituted as a result of the linguistic school system on July 1, 1998. The board undertakes to inform the union on a quarterly basis of the progress made with respect to this reconciliation.

Once this reconciliation is completed, the amount brought forward will be added to the teacher training budget.

- 4.4 A budget surplus in a given year will be carried forward to the next school year.
- 4.5 Expenses relative to clerical work and release time of union representatives will be charged to the teacher training budget.

#### **5.0 Teacher Training Committee**

- 5.1 The union and the board agree to establish a Teacher Training Parity Committee composed of three representatives each from the union and from the board.
- 5.2 The Committee will:
- a) establish necessary criteria and develop appropriate procedures to administer this arrangement;
  - b) determine the criteria and the modalities of administering the compensation referred to in Article 3.0;
  - c) be responsible for the administration of the budget;
  - d) oversee liaison with the universities and the MEQ;
  - e) establish a process to respond to complaints, questions and recommendations;
  - f) review the arrangement annually and recommend revisions as needed;
  - g) create a board-wide list of cooperating teachers in September from among those whose applications have been retained by the principals;
  - h) meet at least three (3) times per year during regular working hours and adopt rules of

procedure to assure its efficient operation;

- i) be chaired in alternate years by a representative of the union and the board;
- j) devise an equitable system of rotation when matching student teachers with cooperating teachers in the case where there are two (2) or more cooperating teachers in a given school/centre and discipline.

## **6.0 Responsibilities of the Board**

- 6.1 To encourage teachers to assume the role of cooperating teachers and promote the schools/centres of the board as attractive training sites.
- 6.2 To ensure the distribution of application forms to the entire teaching staff in order to identify those potentially interested in assuming the responsibilities of a cooperating teacher.
- 6.3 To appoint a respondent at the board level to offer an initiation of the trainees at the request of the universities to provide a closer look at the culture and the environment in the board at large.
- 6.4 To be responsible for all accounting functions relating to the budget and provide full account of the funds spent each year and/or carried forward.

## **7.0 Responsibilities of the Principal**

- 7.1 The principal shall determine, after consultation with the Teacher Council, whether the school will be a training site in a given year. Should the principal decide that the school will not be a training site, she/he will so advise the Teacher Training Committee no later than October 15<sup>th</sup> of the year in question.
- 7.2 At the beginning of each school year, the principal will disseminate information about teacher training and distribute applications to become cooperating teachers to the staff.
- 7.3 The principal shall decide on the applications she/he will forward to the Teacher Training Committee. Should the principal not retain an application, she/he shall provide to the teacher, within fifteen (15) days of the decision, written reasons as to why the teacher does not meet the applicable criteria.
- 7.4 The principal will act as respondent at the school level to provide a closer look at the work environment and the administrative structures in place in the school.
- 7.5 The principal will oversee the student teacher dossier at the school level and will be the direct liaison with the universities on the one hand and with the board on the other.
- 7.6 The principal will ensure that the evaluation of the student teacher is in compliance with the structures established by the MEQ, the university and the board.
- 7.7 The student teacher(s) and the cooperating teacher(s) will be under the direct authority of the principal throughout the training program.

## **8.0 Responsibilities of the Cooperating Teacher**

- a) In accordance with the training structure adopted by the MEQ, the cooperating teacher will:

- 1) welcome the student teacher into the classroom;
  - 2) act as a counselor and provide pedagogical support;
  - 3) enter into an in-depth discussion with the student teacher on the progress of the training session;
  - 4) participate in the student teacher evaluation;
  - 5) join the student teacher in exploring the various facets of the profession and the school milieu.
- b) More specifically, the cooperating teacher must:
- 1) facilitate the integration of the student teacher into school life;
  - 2) share his competencies and expertise with the student teacher;
  - 3) help the student teacher reach the goals set for each training session;
  - 4) give the student teacher information concerning available material and resources within the school;
  - 5) notify the principal and inform the faculty advisor immediately of any major difficulties encountered by the student teacher;
  - 6) make sure that any interventions by the student teacher are carried out progressively and are immediately followed up in accordance with the objectives of the training session;
  - 7) assure that the student teacher takes charge of the class under favorable conditions;
  - 8) remain available in case of difficulties.

ANNEX L-VII  
COMMITTEE ON VOLUNTARY TRANSFERS

Not later than June 1, 2008, the union and the board will form an eight member working committee (including two principals) with equal representation from both parties to modify the voluntary transfer system for implementation in spring 2009 according to the following priorities:

- Maximizing mobility
- Increasing transparency
- Increasing efficiency
- Decreasing the length of the process so that the teachers who are granted a transfer have the same opportunity as their new colleagues to participate fully in the workload distribution process.

The committee's recommendation will be presented for final approval not later than October 2008.

THIS TEXT WILL BE REPLACED WITH THE MODIFICATIONS AS DETERMINED BY THE VOLUNTARY TRANSFER COMMITTEE WHICH WILL DEFINE THE TEXT OF 5-21.27 AND 5-21.28

AGREEMENT BETWEEN  
THE SIR WILFRID LAURIER SCHOOL BOARD AND  
THE LAURIER TEACHERS UNION

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The Sir Wilfrid Laurier School Board and the Laurier Teachers Union agree that the provisions of this Local Agreement and Arrangements shall enter into force as of the 1<sup>st</sup> of May 2008 with the exception of Article 5-14.00, which shall take effect as of the first day of the 2008-2009 work year.

**IN WITNESS WHEREOF**, the parties have signed in Laval this 1<sup>st</sup> day of May 2008.

**For the Sir Wilfrid Laurier School Board:**

**For the Laurier Teachers Union:**

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**Steve Bletas**  
Chairman

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**Michael Wiener,**  
President

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**Anne-Marie Lepage**  
Director General

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**Richard Greschner**  
Director of Membership Welfare

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**François Badin**  
Director of Human Resources

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**Theresa Kralik,**  
Negotiator

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**Glen Cuggy, Negotiator**

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Cliff Buckland, Negotiator

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Paul Lashchuk, Negotiator