

# **LOCAL AGREEMENT**

**between**

**THE RIVERSIDE SCHOOL BOARD**

**and**

**THE RIVERSIDE TEACHERS' UNION**

**Including locally negotiated text  
and local arrangements, within the  
framework of the Law governing  
Negotiations in the Public and Parapublic  
Sector (R.S.Q. Chapter R-8.2) and in  
conformity with Article 10-10.00 of the  
Entente (CPNCA/QPAT 2010 – 2015)**

**June 2013**



## TABLE OF CONTENTS

CHAPTER	TITLE	
1-1.00	Definitions.....	1
2-2.00	Recognition of Local Parties.....	1
3-1.00	Communication and Posting of Union Notices .....	1
3-2.00	Use of School Board Premises for Union Purposes.....	2
3-3.00	Documentation to be Provided to the Union.....	2
3-4.00	Union System .....	4
3-5.00	Union Delegate.....	5
3-7.00	Deduction of Union Dues or Their Equivalent .....	5
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.....	7
4-2.00	<b>Methods and Subjects of Participation Negotiated at the Local Level .....</b>	<b>7</b>
<b>Part II</b>	<b>Concordance with the Education Act.....</b>	<b>9</b>
4-3.00	<b>Section B Procedures of Participation - General Principles...</b>	<b>12</b>
4-4.00	School Council .....	14
4-5.00	Educational Policies Committee.....	17
4-6.00	Professional Improvement Committee .....	18
4-7.00	Special Education Committee for the Organization of Services .....	19
4-8.00	Use of Funds Received to Support the Training of Student Teachers .....	20
4-9.00	Review Panel for Amendments Requested by Virtue of Article 8-10.00 .....	20
4-10.00	School Committee for the Organization of Services for Special Needs Students .....	21

<b>CHAPTER</b>	<b>TITLE</b>	
5-1.13 – 5-1.21	Priority of Employment List .....	22
5-1.22.01 – 5-1.22.08	Engagement .....	24
5-3.09	School Closures and Partial School Closures .....	26
5-3.24 d)	Distribution of Work Days for Teachers on Availability .....	27
5-3.36 i) & j)	Access to Regular Contracts .....	27
5-5.00	Promotion .....	28
5-6.00	Personal File and all Issues Pertaining to Disciplinary Measures and Sanctions Excluding Dismissal and Non-reengagement .....	31
5-7.00	Dismissal .....	33
5-8.00	Non-reengagement .....	35
5-9.00	Resignation and Breach of Contract .....	37
5-11.00	Regulations Regarding Absences .....	38
5-12.00	Civil Responsibility .....	39
5-14.00	Special Leave .....	40
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 .....	41
5-16.00	Leaves of Absence for Matters Related to Education .....	43
5-18.00	Teachers' Contribution to a Savings Institution or Credit Union .....	43
5-21.00	Section B – Procedures for Assignment and Transfer Subject to the Criteria Negotiated and Agreed to at the Provincial Level .....	44

<b>CHAPTER</b>	<b>TITLE</b>	
6-8.00	Payment of Salary .....	49
7-2.00	Professional Improvement (Subject to the Amounts Allocated and the Provincial Professional Improvement Programs) .....	51
8-5.02	Distribution in the Calendar Year of Workdays within the Work Year Excluding the Determination of the Number of Workdays and Period Covered by the Work Year.....	51
8-6.06	Terms and Conditions for the Distribution of Working Hours .....	52
8-7.07	Supervision of the Arrival and Dismissal of Students and the Movement of Students not Included in the Workload .....	53
8-8.04	Group Meetings and Meetings with Parents .....	53
8-8.05	Substitution .....	54
8-12.00	Distribution of Duties and Responsibilities among the Teachers of a School .....	55
9-2.00	Grievances and Arbitration (for matters negotiated at the local level) .....	57
10-8.00	Hygiene, Occupational Health and Safety.....	57
10-9.00	Travel Expenses .....	59
11-2.04 – 11-2.06	Adult Education – Recall List.....	60
11-10.05	Adult Education – Access to Regular Contracts.....	62
13-3.05 – 13-3.07	Vocational Education – Recall List .....	63
13-11.03	Vocational Education – Access to Regular Contracts .....	65

<b>APPENDICES</b>	<b>TITLE</b>	
Appendix A	Use by the R.T.U. of the Inter-School Mail Service .....	66
Appendix B	Class Data .....	67
Appendix C	Individual Teacher Data to be Supplied to the Union .....	68
Appendix D	Other Data to be Supplied to the Union .....	70
Appendix E	Application for Transfer (Clause 5-3.09).....	71
Appendix F	Application for Transfer (Clause 5-21.16).....	72
Appendix G	Calendar Committee.....	73
Appendix H	Guidelines for the Recognition of Extracurricular Activities .....	74
Appendix I	Letter of Agreement Regarding Teacher Absences.....	77

**1-1.00 Definitions****1-1.10 Board**

The school board: The Riverside School Board

**1-1.45 Union**

The union: The Riverside Teachers' Union

**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.

**3-1.00 Communication and Posting of Union Notices**

**3-1.01** The board recognizes the right of the union to post in schools any document issued or authorized by the union or its provincial organization. For this purpose, the board undertakes to provide suitable space in the teachers' staff rooms, clearly labelled and distinct from the space where the board places its own notices to the teaching personnel.

**3-1.02** The board recognizes the right of the union to ensure distribution of the documents of clause 3-1.01 and delivery of said documents by a union representative to teachers, but at times other than when they are teaching. The union representative who is not a member of the teaching staff of the school concerned shall report to the general office upon arrival.

**3-1.03** Upon receipt in the school, any information, document or other communication originating from the union, and addressed to a union delegate or his or her substitute shall be transmitted to the person concerned via the school's normal procedures for transmitting messages to teachers.

**3-1.04** The union has the right to the use of the board's inter-school mail service in accordance with the terms and conditions set forth in Appendix A.

**3-2.00 Use of School Board Premises for Union Purposes**

**3-2.01** At the request of the union and provided that the meetings do not interrupt the continuity of pupils' courses, the board shall, without charge, provide the union with available and suitable accommodation in one of its buildings for the purpose of holding the meetings. In the case of a general meeting called for all the members of the union, the board must be advised twenty-four (24) hours in advance of the union's use of such rooms. The union must make arrangements for leaving the premises so used in good order.

**3-2.02** At the request of a union delegate or substitute, teachers shall hold, without charge, meetings in a room of their school, provided that these meetings do not interrupt the continuity of pupils' courses. To ensure availability of a room, the request shall be made to the school administration in advance.

**3-3.00 Documentation to be Provided to the Union**

**3-3.01** The board shall, at the time of their issuance, transmit a copy of all regulations, resolutions, directives and written documentation concerning one or more groups of teachers and the educational organization of the schools emanating from the board. Further, the board shall transmit, as soon as possible after receipt, a copy of all documents, which may have incidence upon contractual provisions of teachers. These documents may affect one or more groups of teachers and emanate from the Ministry of Education, Leisure and Sport or other departments of the Government of Quebec. Furthermore, the board shall, at the time of their issuance, transmit a copy of all written communications that may have incidence upon contractual provisions as they affect a teacher.

**3-3.02** The board shall transmit the enrolment figures for the Youth Sector in accordance with the following breakdown for each school.

Grade Level: Kindergarten through 6 or  
Secondary I through Secondary V

Type of Programme: Regular, Immersion, Bilingual,  
I.P.L., W.O.T.P., and Regional Programs

Total enrolment by level, school and board.

The forecast for the subsequent school year shall be transmitted no later than May 1. The September 30 figures shall be transmitted between October 15 and 31.



- 3-3.03** The information listed in Appendix B shall be transmitted for each class in the Youth Sector. The information shall be collected by October 31st, or the last workday preceding this date. It shall be forwarded as soon as possible after its collection, but no later than November 30.
- 3-3.04** The board shall transmit the number of students with handicaps, social maladjustments or learning disabilities integrated into the regular classes or in special classes within the board by category and subcategory as specified in Appendix XXXI. The September 30 figures shall be transmitted between October 15 and 31. Thereafter, the figures will be transmitted within five (5) workdays of the union's request.
- Upon request, the union shall have the right to receive, in a manner which respects the pupils' and parents' right to privacy, the details concerning the schools and classes in which these students are located as well as the support services being provided.
- 3-3.05** The information listed in Appendix B shall be transmitted for each class in the Adult Education and Vocational Education Sectors no later than ten (10) workdays after the class has begun to operate. The projected enrolment, for the subsequent school year, that has an impact on the job security of regular teachers in these sectors shall be transmitted no later than May 1.
- 3-3.06** Between September 15 and 30<sup>th</sup>, the board shall transmit a list of the teaching staff in each school.
- 3-3.07** No later than October 31, the board shall transmit the information specified in Appendix C for each teacher in its employ, provided the information has not been supplied by virtue of another clause of this agreement.
- 3-3.08** The board shall transmit the information described in Appendix D within fifteen (15) workdays of the union's request, unless otherwise specified in the appendix.
- 3-3.09** Any modification of the information shall be transmitted at the same time as the board corrects its records.
- 3-3.10** The board shall transmit a copy of the board reimbursement policy with regard to teacher travel expenses each time there are changes to the policy.
- 3-3.11** The board shall transmit the information referred to in clause 10-12.01 within five (5) days of receipt.
- 3-3.12** The board shall transmit a copy of the minutes of the council of commissioners and the executive committee meetings, at the time of their

issuance. The minutes shall be accompanied by all the documents tabled at the public meetings of the board.

**3-3.13** For each of its schools, schools whose pedagogical operation has been delegated to it, or centres, the board shall transmit:

- a) a copy of the deed of establishment,
- b) the enrolment criteria, and
- c) the name of the principal.

**3-3.14** The board shall transmit a copy of the three-year plan of allocation and destination of its immovables, prepared in accordance with the Education Act.

**3-3.15** The board shall transmit the information required by clauses 3-3.13 and 3-3.14 within ten (10) days of the adoption or modification thereof.

**3-3.16** The board shall transmit any other documentation to which the union has a right by virtue of the provisions of the agreement.

#### **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 entente must remain a member for the duration of the entente, subject to clauses 3-4.04 and 3-4.05.

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

**3-4.03** As of the date of the coming into force of the entente, every teacher must, upon his or her engagement, sign an application form for membership in the union. If accepted by the union, the teacher must remain a member of the union for the duration of the entente, subject to clauses 3-4.04 and 3-4.05. The union shall provide the board with the form. 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 his or her 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 his or her 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 or group of schools, the union shall appoint a teacher from the school or group of schools to the position of union delegate. It may also appoint several teachers to that position. When there is more than one union delegate, the union shall designate one of them as the senior union delegate. Whenever the term "union delegate" is used in this agreement, it is understood that it also refers to the senior union delegate.

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

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

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

**3-5.05** The union delegate or his or her substitute may, in his or her dealings with the board or the school administration, be accompanied by another representative designated by the union. If the latter representative is not a teacher in the said school, the board or the school administration may request prior notification of not more than twenty-four (24) hours.

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

**3-7.00 Deduction of Union Dues or Their Equivalent**

- 3-7.01**
- a) Before August 1st of each year, the union shall notify the board in writing of the amount set as the regular union dues for all categories of members. 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 the new regular union dues.
  - c) Sixty (60) days before it becomes deductible, the union shall notify the board in writing of the amount set as the special union dues. 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 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 from the teacher's income during the year:
- 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 teacher's income, following the period of time provided for in clause 3-7.01 b):
- the new regular union dues, in the case of each teacher who is a member of the union;
  - the equivalent of the new regular union dues, in the case of each teacher who is not a member of the union.
- c) The deductions by virtue of sub-clauses a) and b) shall be made from each payment or remaining payment in the school year.
- d) When the board has received the notice provided for in clause 3-7.01 c), it shall deduct the special union dues according to the schedule agreed to with the union. The deductions shall begin no later than the first payment of the teacher's income, 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, but who has given the board written authorization to withhold these special dues. The board must receive this authorization at least thirty (30) days before such deduction.
- 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 the amount set as union dues from every payment of income remaining due.
- 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 the balance of the amount set as union dues from his or her last payment of income.
- 3-7.05** In the case of a teacher who has left the service of the board, the board shall deduct, from any payment of income, the applicable union dues.

**3-7.06** Within fifteen (15) days of the deduction, the board shall forward the appropriate cheque representing the amounts deducted to the union or any organization designated by the union, together with a list of the persons assessed and the amount deducted for each.

**3-7.07** For the purposes of this article, income means any money owed to a teacher as a result of the application of a provision of the collective agreement.

**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**

**4-2.00 Methods and Subjects of Participation Negotiated at the Local Level**

**Part I Methods and Subjects Determined by the Local Parties**

**4-2.01** As well as the subjects mentioned in clause 4-1.01, the following subjects shall be submitted to a participating body of teachers at the level of the board:

- a) the implementation of new pedagogical methods;
- b) the change of report cards and the board's evaluation policy concerning examinations by the board;
- c) student discipline;
- d) introduction of new program and courses;
- e) evaluation of pedagogical methods;
- f) selection of instructional materials and textbooks;
- g) educational research and experimentation;
- h) permanent closure or partial closure of a school;
- i) opening or partial opening of new schools;
- j) methods of timetabling;
- k) those matters covered in articles 8-12.00, 10-12.00 and 10-13.00.

The board and the union may agree to add other matters at any time.

- 4-2.02** As well as the subjects mentioned in clause 4-1.01, the following subjects shall be submitted to a participating body of teachers at the level of the school:
- a) the general organization of student activities, both integrated into the school program and extra-curricular;
  - b) the integration of teachers new to the staff and particularly those who have not taught before;
  - c) the orientation of student teachers;
  - d) the intent and application of new school regulations including those emanating from the Ministry of Education, the board and the school administration;
  - e) the application in the school of changes in teaching methods;
  - f) the in-school activities organized by the school administration for days in the school calendar on which pupils are not required to be in class, excepting those prior to the commencement of classes in the fall;
  - g) parent-teacher relations and liaison with the governing board;
  - h) the emergency substitution plan as per 8-8.05 Section I d);
  - i) the apportionment of budgetary amounts which are available to the school, and this by the dates necessary to fulfil board deadlines;
  - j) the use of clerical and secretarial help for teachers;
  - k) the selection of instructional materials and textbooks;
  - l) the number of teachers on the casual supply teacher list for the school;
  - m) the equitable distribution of teachers' duties and responsibilities;
  - n) the application within the school of the policy on report cards, measurement and evaluation;
  - o) the criteria which will be used by the school administration in deciding to recommend to the board the temporary closure of the school;
  - p) the use of computers ~~as per article 10-12.00~~;
  - q) the responsibilities resulting from the application of board policies established after consultation with the appropriate consultative body;

- r) the collection, sale or distribution of materials for a school fund-raising activity or to benefit outside profit, non-profit or service organizations and in which teachers are expected to participate actively;
- s) the placement of pedagogical days to be fixed by the school;
- t) the operation of the ad-hoc committee provided for in 8-9.06;
- u) the recognition of certain extracurricular activities for the purposes of appendix H.
- v) the recognition of activities Appendix XXVI

## **Part II      Concordance with the Education Act**

**4-2.03** Unless the teachers of the school decide otherwise, at a meeting called in accordance with section 77, 89, 96.15, 110.2 or 110.12 of the Education Act, (L.R.Q. c. 1-13.3) their participation in the development of the proposals concerning the items listed in clauses 4-2.04 and 4-2.05 shall be through the School Council. Whenever an item is listed in this part and also in clauses 4-2.01 or 4-2.02, the provisions of this part shall prevail as long as said item is included in the Education Act (R.S.Q. c. 1-13.3).

**4-2.04** Items calling for the participation of just the teachers:

- a) 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 specific needs of the students (85);
- b) the time allocation for each compulsory and elective subject (86);
- c) the implementation of the program of studies of the centre (110.2 (2));
- d) the local programs of studies to meet the specific needs of the students (96.15 (1));
- e) the criteria for the introduction of new instructional methods (96.15 (2) and 110.12 (1));
- f) the textbooks and instructional material required for teaching the programs of studies (96.15 (3) and 110.12 (2));
- g) the standards and procedures for the evaluation of student achievement (96.15 (4) & 110.12 (3)).

The numbers in the brackets refer to the sections of the Education Act (R.S.Q. c. 1-13.3) as in force and updated on October 1, 2008.

- 4-2.05** Items calling for the participation of teachers and other staff of the school:
- a) the student supervision policy (75);
  - b) the rules of conduct and safety measures (76);
  - c) the approach for the implementation of the basic school regulation (84 & 110.2 (1));
  - d) the programming of educational activities entailing changes in the arrival and departure times or requiring the students to leave school premises (87);
  - e) the approach for the implementation of student services and special educational services programs (88);
  - f) the rules governing the placement of students and their promotion from one cycle to another at the elementary level (96.15 (5));
  - g) the needs of the school in respect to each staff category and the professional development needs of the staff (96.20 & 110.13);
  - h) the implementation of the programs relating to student services and popular education (110.2 (3));
  - i) the operating rules of the centre (110.2 (4)).

The numbers in the brackets refer to the sections of the Education Act (R.S.Q. c. I-13.3) as in force and updated on October 1, 2008.

- 4-2.06** The prior consultation of teachers required by sections 244 & 254 of the Education Act 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, 246);
    - ii) the implementation of the program of studies, the exemption of a student from a subject prescribed by the basic school regulation, the replacement of a program of studies established by the Minister by a local program of studies or the replacement of a program of moral and religious instruction established by the Minister, in the first cycle of the secondary level, by a local



program of studies in ecumenism or in ethics and religious culture (222.1);

- iii) the program for each student service and special educational service contemplated in the basic school regulation (224);
- iv) the internal examinations imposed by the board 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 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 (249).

Whenever a particular item in this subclause solely concerns handicapped pupils or pupils with learning or emotional problems, the committee referred to in subclause c) shall replace the EPC.

- b) Both the School Council & the Educational Policies Committee shall be consulted on the following items:
  - i) 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, 246.1);
  - ii) the determination of the educational services to be provided by the schools (236, 251);
  - iii) the enrolment criteria for each school (239);
  - iv) the establishment of a special project school and its enrolment criteria (240);
  - v) any periodical evaluation conducted by the Minister (243, 253);
  - vi) the program for each student service and popular education service in the vocational training and adult education centres (247);
  - vii) the reception and referral services relating to vocational training or adult education (250).
- c) The Special Education Committee on the Organization of Services shall be consulted on the following items:

- i) the adaptation of the educational services according to the needs and in keeping with the abilities of these students (234);
- ii) the policy concerning the organization of the educational services for these students (235);
- iii) any items to which the second paragraph of subclause a) applies.

The numbers in the brackets refer to the sections of the Education Act (R.S.Q. c. I-13.3) as in force and updated on October 1, 2008.

- 4-2.07** Following any amendments to the Education Act (R.S.Q. c I-13.3), the provisions of this article shall be subject to review and if necessary, to revision.

## **Section B Procedures of Participation**

### **4-3.00 General Principles**

- 4-3.01** In this chapter, the word **school** shall mean a building in which preschool, elementary or secondary instruction takes place. The word **school** shall also refer to a centre.

In this chapter, the word **committee** shall mean any of the following:

- a) the Educational Policies Committee (EPC),
- b) the Professional Improvement Committee (PIC),
- c) the Special Education Committee on the Organization of Services (SEC).

In this chapter, the term **consultative body** refers to the above named committees, and the School Council.

- 4-3.02** Any committee established by this chapter shall represent the preschool, elementary, secondary, adult education and vocational education teachers.
- 4-3.03** The object of participation as set forth in this chapter is to ensure that the educational system will function harmoniously and effectively for the benefit of the students. It is recognized that teachers, as the persons most closely involved with teaching, must have input into the shaping of the educational policies. The result of this type of participation shall be reflected in the relevant policies and decisions of the board and the school administration.

- 4-3.04** Whenever the board or the school administration does not concur with the written recommendations of the consultative body, the board or the school administration shall state the reasons for the decision at the next meeting of the said consultative body. In the case of the PIC, the EPC or the SEC, the reasons shall be in writing.
- 4-3.05** Each consultative body must have a reasonable period of time in order to fulfil its obligations and to forward its recommendations or to indicate its inability to make a recommendation.
- 4-3.06** Each committee may invite to a meeting, at no cost unless authorized by the board, any person to enlighten or inform the committee on a matter under deliberation.
- 4-3.07** Any questions within the scope of the system of participation must be referred by the school administration or the board to the appropriate consultative body provided for in this collective agreement.
- 4-3.08** Upon request, the union and the board or their representatives shall provide, wherever possible, relevant data that is pertinent to the work of the consultative body.
- 4-3.09** There shall be a bank of a maximum of sixty (60) days, for the purpose of allowing union representatives to attend meetings held during the pupils' timetable, as follows:
- a) Professional Improvement Committee - fifteen (15) days,
  - b) Educational Policies Committee - fifteen (15) days,
  - c) Special Education Committee on the Organization of Services - fifteen (15) days.
- The remaining fifteen (15) days may be utilised by any of the three (3) committees named above, if the need arises. All other meetings shall be held after the pupils' timetable.
- 4-3.10** Every consultative body may establish sub-committees. Sub-committees of any committee, with the agreement of the said body, may have access to the bank of days provided in clause 4-3.09.
- 4-3.11** a) Each committee shall be a parity committee. The union and the board shall each appoint four (4) members and alternates when required, with the exception of the Special Education Committee on the Organization of Services (SEC), which shall be composed of five (5) representatives from the Board and five (5) from the Union. Each party shall inform the other of its members and alternates, in writing, by September 25.

b) Should a vacancy occur on a committee during the school year, the vacancy shall be filled in the same manner and by the same party that appointed the person who has ceased to be a member of the committee.

**4-3.12** a) An absolute majority of the members of the committee shall constitute a quorum at a meeting, provided that both parties are each represented by two (2) duly authorized members.

b) An absolute majority vote of those members voting shall be required for the adoption of motions. The chair is entitled to only one vote.

**4-3.13** Each committee shall elect its chair and secretary from among its members at its first meeting in each school year and the individuals so elected shall serve in those capacities for the entire school year concerned. A replacement, if required, shall be elected from its members in conformity with clause 4-3.14. By exception, in the case of the Professional Improvement Committee, school year shall read fiscal year, as defined in clause 4-4.03.

**4-3.14** The chair and the secretary of each committee shall be elected. One shall be from the board representatives and the other from the union representatives. The occupancy of these two (2) positions shall alternate in such a way that neither position shall be held by a representative of the board or the union for two (2) consecutive years.

**4-3.15** Each consultative body shall transmit a copy of its minutes to the board and to the union.

**4-3.16** Each committee shall establish its rules of internal procedure not explicitly established in this chapter.

**4-3.17** No later than September 30, the election of the teacher representatives to the Governing Board shall be conducted in accordance with the procedures set forth in clause 4-4.03.

**4-4.00 School Council**

**4-4.01** The teaching personnel of the school shall participate in the development of the pedagogical and disciplinary policies of the school through the formation and operation of a School Council. The consultation shall take place prior to establishing or modifying the policy.

**4-4.02** a) A representative of the school administration and one union delegate shall be members of the School Council. The number of other teachers to be elected shall be determined by the teaching staff of the school provided that total membership of the School Council is neither less than three (3) nor greater than ten (10) members.

b) When the School Council is dealing with a matter listed in clause 4-2.03, representatives selected by other appropriate staff groups of the school may be invited to join the School Council. These representatives shall have the same rights and responsibilities as the other members of the School Council. In these cases, the number of members of the School Council shall be increased accordingly. The failure of these representatives to participate shall not prevent the School Council from fulfilling its responsibilities with regard to the teachers.

**4-4.03** No later than September 15 of each year, the elected teachers shall be chosen by secret ballot in accordance with the procedure determined by the teaching staff. In order to facilitate this process, the school administration shall provide a period of time during a meeting which it has called. The chair of the School Council from the previous school year or the union delegate shall preside for this portion of the meeting. Any vacancy occurring during the school year shall be filled in the same manner.

**4-4.04** Meetings called for the sole purpose of electing members of the School Council or filling vacancies on said council shall not count as one of the ten (10) meetings that may be called by the school administration as provided in clause 8-8.04 Section I b).

**4-4.05** Normally prior to March 7 of each school year, the school administration shall consult the School Council on:

- a) the educational objectives and organization of the school in relation to the community which it serves as well as the needs in teaching staff in accordance with clause 5-3.10 and,
- b) the **disciplines** in 4-2.05 g) for the subsequent school year. The provisions of 4-4.02 b) shall apply to this consultation.

**4-4.06** In fulfilment of clause 5-3.12, the school administration shall inform the School Council of the tentative list of the number of posts (full or partial) foreseen within each category and subcategory, as well as the number of vacant posts (full or partial) foreseen within each category and subcategory. This information is based upon the projected enrolment figures for the following school year. Notwithstanding the deadline in clause 5-3.12, this information shall be provided by April 1, unless the union agrees otherwise.

**4-4.07** The school administration shall consult the School Council on those items listed in clauses 4-1.02 and 4-2.02. It shall also consult the teachers in accordance with clause 4-2.04 and 4-2.05 unless the teachers decide otherwise.

Consultation must take place no later than seven (7) workdays prior to the implementation of any new policy or modification of a policy. In extenuating circumstances the School Council, following consultation with the school administration, can agree, by majority vote, to waive the seven (7) workday period.

**4-4.08** The School Council must study and express its opinion on any question within the limit of clause 4-4.07 referred to it by the school administration, the board or a member of the school's teaching personnel.

**4-4.09** Any proposal made in accordance with article 8-10.00 that calls for an amendment to article 8-4.00; clause 8-6.02 (while respecting the terms and conditions prescribed in clause 8-6.01); article 8-7.00, except clause 8-7.07; use of amounts determined under sub clause f) of clause 8-4.01 and sub clause e) of clause 8-7.02; the progressive entry of preschool students over two days (Appendix XXXIII), must be submitted to the School Council. The Council shall study the proposal and may suggest modifications. Once approved by the Council, a proposal must then be forwarded to the Review Panel in article 4-9.00.

Furthermore the School Council must study and approve professional development activities for the teachers that are organized by the principal in accordance with sections 96.21 and 110.13 of the Education Act (R.S.Q. c. I-13.3). In so doing the Council may recommend changes to the proposed activities.

Its approval is also required for certain other matters as indicated in paragraph 6 of clause 4-6.02 and in clause 4-8.03.

**4-4.10** After notification to all teaching personnel of the school of the deadline for submission of items for the agenda, the agenda for all School Council meetings shall be drawn up by the Chair of the School Council in consultation with the school administration. This agenda shall be distributed to all personnel involved at least twenty-four (24) hours in advance of the meeting.

**4-4.11** The operation of the School Council shall be as follows:

- 1) at its first meeting, the School Council shall elect a Chair and Secretary from among the teacher members, and shall be informed, in writing, of the school administration representative to the council;
- 2) the School Council shall meet at least once per month between September 1 and June 30;
- 3) the School Council shall adopt all rules of internal procedure;
- 4) all School Council meetings shall be open to the pedagogical staff of the school as observers;

- 5) matters decided by vote shall require an absolute majority vote (50%+1) of the council members;
- 6) the minutes of the School Council meetings shall be distributed to all members of the pedagogical staff of the school;
- 7) whenever any matter is under consideration, the School Council shall hear, during its meeting, at no cost to the board unless such expense is previously authorized by the board, any person whom the school administration or a member of the council wishes to be heard for the purpose of enlightening the School Council on questions which fall within its competence. Anyone who intends to have such a person heard must give prior notice to the school administration and the Chair of the School Council. Normally such notice shall be two (2) days.

**4-4.12** The School Council meetings shall not interrupt the continuity of the pupils' instructional time unless specifically agreed to by the school administration for special circumstances.

**4-5.00 Educational Policies Committee**

**4-5.01** The members of the union shall participate in the development of educational policies and program of the board and the general rules for implementing said policies and program through the EPC established by this chapter.

**4-5.02** The EPC shall meet at least four (4) times during the period of September 1 to June 20. The committee may agree to meet more often. The first meeting shall be held by October 15, and shall be called jointly by the union and the board.

**4-5.03** Consultation must take place prior to the development or alteration of a board policy or program on certain matters listed in clause 4-2.06 as well as the items listed in clause 4-2.01

**4-5.04** The EPC may develop recommendations to guide the schools in the preparation and implementation of proposals related to any of the items listed in clauses 4-2.04 and 4-2.05. These guidelines would, amongst other things, set forth matters that the individual school should consider in order to limit potentially negative impacts of divergent operations and procedures among the schools of the board.

**4-5.05** After consultation, but normally two (2) weeks prior to the date on which the board intends to adopt a new policy or program, the board shall forward a copy of the proposed policy or program to the EPC.

**4-6.00 Professional Improvement Committee**

**4-6.01** The composition and the general rules for the functioning of the PIC are set forth in article 4-3.00.

The PIC shall be responsible for the administration of the amounts available for professional improvement. It shall establish the guidelines for the approval and repayment of the expenses incurred to implement the professional improvement and in-service plans for teachers ensuring that any substitution costs relating to an in-service are prioritized for payment.

**4-6.02 General Principles**

1. The professional improvement system is designed to meet the needs of the milieu. The PIC shall meet by October 15 to determine the needs of the milieu. In so doing, it may also take into consideration the needs expressed by the school administrations in fulfilment of their responsibilities under sections 96.20 and 110.13 of the Education Act (R.S.Q. c. I-13.3).
2. Every teacher shall have an equal opportunity to benefit from the provisions of this article, with due regard to the requirements set forth by the committee.
3. Teachers shall be the sole beneficiaries of the professional improvement and in-service plans.
4. The board and the union undertake to provide the committee with all information required, as soon as possible, for the efficient conduct of its business.
5. The administrative work of the PIC shall be entrusted to the board.
6. Monies made available to the PIC shall be used exclusively for defraying the cost of participation in programs approved by the PIC. Whenever the PIC allocates funds to a school for disbursement, they shall be used exclusively for defraying the costs of a program approved by the School Council.

**4-6.03** The fiscal year of the PIC shall be from October 15 of one year to October 14 of the next. Annual funds available will be determined in accordance with article 7-1.00.

**4-6.04** The professional improvement plan shall provide for studies leading to a change of schooling status but not necessarily a change in salary classification and such other courses that the PIC recognizes.



- 4-6.05** The in-service plan shall constitute a group of activities carried out with a view to improving educational services and not leading to a change of schooling status.

The plan shall aim more particularly at training in teaching methods and techniques, new methods of measurement and evaluation, teamwork, animation of student life and the teaching of programmes newly introduced.

One or more teachers may submit a project of training activities to the PIC. Other employees of the board may also propose a project. The project may involve persons other than teachers. The PIC shall communicate its decision in writing regarding any proposal.

The in-service activities shall be obligatory, if the PIC so recommends, and if they are carried out during the work year without increasing the length of the workday.

These activities must not reduce the number of teaching hours for the pupils.

**4-7.00 Special Education Committee On the Organization of Services (SEC)**

- 4-7.01** The SEC has the mandate established in clause 8-9.03, and shall also be the consultative body for certain matters listed in clause 4-2.06.

- 4-7.02** The SEC shall meet at least eight (8) times during the period of September 1st to June 20th. The SEC may agree to meet more often. The first meeting shall be held by October 15th, and shall be called jointly by the union and the board.

- 4-7.03** The composition and modalities of the SEC is agreed upon by the Board and the Union (8-9.10).

**4-8.00 Use of Funds Received to Support the Training of Student Teachers**

**4-8.01** The policy or procedure adopted by the board to govern the use and distribution of these funds shall be developed in collaboration with the union. The Board will retain 10% of the amount received to support the New Teachers program.

**4-8.02** The funds allocated to cooperating teachers shall be to support the efforts of assisting teachers to prepare student teachers for their entry into the profession, and to ensure that cooperating teachers receive adequate compensation.

Cooperating teachers shall be given access to the amount allocated, to be used for, either:

- i. Release time for participation in the training sessions offered by universities for cooperating teachers;
- ii. Costs related to materials for student teachers;
- iii. Cost for pedagogical materials for the cooperating teacher's use until the teacher's departure from the board. Such purchase of materials must follow the Board's Purchasing Policy. If a teacher moves to a new school, the material shall travel with the teacher and become the property of the new school.
- iv. Release time for any activities related to the role of cooperating teacher.
- v. Up to 2 days release substitution per year provided the teacher has participated in the appropriate university session for cooperating teachers

**4-8.03** Any unspent monies resulting from clause 4-8.02 or any other monies generated from student teachers are to be used according to a school council approved plan, respecting the provisions of the first paragraph of clause 4-8.02.

**4-8.04** The school administration and the school council shall keep a record of the funds, in conjunction with the cooperating teachers of the school. The use of the funds must be submitted to the School Council for its study and recommendations and may be spent only after the Council has approved it.

**4-9.00 Review Process for Amendments Requested by Virtue of Article 8-10.00**

**4-9.01** The panel, consisting of four (4) members; two (2) appointed by the board and two (2) appointed by the union, shall review and make recommendations according to 8-10.08 concerning any request that is made by a school in accordance with article 8-10.00.

**4-9.02** It shall establish its own rules of procedure consistent with the requirements of article 8-10.00.

**4-10.00 School Committee for the Organization of Services for Special Needs Students**

**4-10.01** Each school shall form a committee for the distribution of resources allocated to the school under clause 8-9.02.

**4-10.02 Composition of the Committee**

This Committee shall be composed of five (5) to eight (8) members, depending on the size of the school, a majority of them teachers. A representative of the school administration and a union delegate are automatically members of the Committee. One teacher acts as chair of the committee. One member of another category of employment may join the Committee, to give recommendations to be taken under advisement.

**4-10.03** The members of this Committee are elected during the first staff meeting of the school year, no later than September 15 of each year and the first meeting of the committee will be held by September 15 of the school year.

**4-10.04 Meetings procedures**

During the first meeting, one teacher acts, or is elected, as chair. A secretary must take the minutes and send a copy to the Special Education Committee on the Organization of Services (SEC) at the school board. The decisions are made by way of resolutions to be adopted or defeated in a vote. All members have one (1) vote. The meetings are held at the beginning or at the end of the school day.

**4-10.05 Mandate of the Committee**

The mandate of the Committee shall be as per 8-9.03.

**5-1.00 Engagement**

**Provisions dealing with priority of employment lists subject to the principles outlined in Part 1:**

*The following text replaces clauses 5-1.13 to 5-1.19 of the entente.*

**5-1.13** The priority of employment list for the purposes of granting part-time contracts in the youth sector, in effect for the 2011–2012 school year, shall continue in force until updated by virtue of clause

**5-1.14.** On June 1 of each school year, the board shall update the priority of employment list by adding or removing names in accordance with the provisions of this section and Clause 5-3.35. The board shall send a copy of this provisional list to the union before June 10 of each year.

The definitive list shall be established on July 1, after any corrections by virtue of clause 5-1.14. Any corrections shall be sent to the union no later than July 5.

The board and union may agree to alter the dates in this clause in exceptional circumstances.

**5-1.15** The name of a legally qualified teacher will be added to the list if he or she:

- a) has taught for the board under part-time or replacement contracts in two (2) of the last three (3) years, conditional upon the board deciding to include the teacher on the list;
- b) In the event that the board is unable to make a decision to include or not to include a teacher on the list, it may engage the teacher for a maximum of one (1) more part-time or replacement contract within two (2) school years. Following this contract, the board must make a final decision whether or not to include the teacher on the list.
- c) The decision concerning the teacher's inclusion on the list will be made on the basis of the written evaluations contained in the personal file. The teacher must have been informed of the contents of these evaluations.

**5-1.16** The teachers on the list and those likely to be added to the list will be requested to indicate their preferences and availability for the following school year. The teachers shall have at least five (5) work days to

complete and return the request form. The information shall be due no later than May 23, unless otherwise agreed to by the board and union.

Prior to sending the request to the teachers, the board shall forward to the union a copy of the request form as well as a list of the teachers to whom it will be sent.

**5-1.17** The teachers shall be listed in order of seniority determined according to the provisions of clause 5-2.05. The seniority shall be projected to June 30 of the current school year, on the basis of the contract of the teacher. The projected seniority may be corrected due to an event within the same school year subsequent to this projection. Such corrections shall have no retroactive effect on decisions already taken on the basis of the projected seniority.

**5-1.18** Prior to offering a part-time or replacement contract to a teacher on the list, the board will ascertain that the teacher fulfills the assignment criteria in clauses 5-21.05 and 5-21.06.

When the board is in a position to fill a part-time or replacement contract, it is not required to offer the part-time or replacement contract to a teacher on the priority of employment list in the following cases:

- a) there is no teacher on the list who meets the assignment criteria;
- b) all the teachers on the list who meet the assignment criteria refuse the offer;
- c) the teacher has indicated that he or she is unavailable, in accordance with clause 5-1.16.

**5-1.19** When the board has more than one part-time or replacement contract to offer, it shall offer the contract with the highest percentage of workload to the teacher with the greatest seniority who fulfills the needs of the post, while respecting the stated preferences of the teachers, as per 5-1.16. When a number of posts with the same percentage workload are being offered, the board may also seek to maintain continuity of staff in a school.

Should a teacher refuse an offer, the teacher shall not be offered another post until all the other teachers who meet the same assignment criteria have been offered a post.

**5-1.20** The teacher on a part-time or replacement contract may, with his or her agreement, have additional time added to the contract up to a full teaching load, without changing his or her status of a part-time or replacement teacher.

**5-1.21** The name of a teacher may be removed from the priority of employment list for one of the following reasons:

- a) refusal of a second offer of employment during the same school year, except in the case of:
  - i) a maternity, paternity or parental leave covered by la Loi sur les normes de travail (I.R.Q., c. N-1.1);
  - ii) a disability as per clause 5-10.03;
  - iii) a full-time position with the union or QPAT;
  - iv) unavailability for the full school year in question as stated by the teacher;
  - v) another reason agreed to between the board and union.

Both of the contracts offered must have been in keeping with the teacher's qualifications as per 5-21.04 and/or 5-21.05 of the provincial entente.

- b) not having obtained a part-time or replacement contract during two (2) consecutive school years;
- c) having received unsatisfactory written evaluations by two different administrators during two (2) of the last three (3) school years.
- d) resignation from all current contracts in effect with Riverside School Board.

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

**5-1.22.01** Every teacher who is engaged by the board must:

- a) provide proof of his or her qualifications, teaching, and relevant experience;
- b) provide original certificates, diplomas and degrees as well as official transcripts of marks to the board;
- c) provide written authorization for Riverside School board to process a "*Declaration concerning a Judicial Record*";
- d) produce any other information required in writing following the application for employment, (eg: "*Employee Reference Form*").

**5-1.22.02** 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.

- 5-1.22.03** The teacher must inform the board in writing of any change of address or telephone number.
- 5-1.22.04** At the time of the engagement of a teacher under contract, the board shall provide the teacher with:
- the url of the collective agreements;
  - an application form for membership in the union;
  - an application form for participation in the insurance plan or for exemption, if need as per 5-10.09.
- 5-1.22.05** The board shall provide a copy of the teacher's contract of engagement 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 41<sup>st</sup> workday.
- 5-1.22.06** After fulfilling the requirements of clause 5-3.36, the board shall attempt to fill any vacant regular teaching position by giving a full-time contract to one of the other teachers on the priority of employment list, before hiring any other person.
- 5-1.22.07** Prior to the first day of classes of the school year, any teacher who already has a part-time or replacement contract with the board has the right to cancel this contract in order to accept a full-time contract with the board.
- 5-1.22.08** After the commencement of classes, and only if a part-time or replacement teacher who is replacing a regular teacher 100% of the time for the complete school year is offered a regular contract, the board may:
- a) use a voluntary reassignment or transfer to move the teacher to the new full-time position, and grant a new part-time or replacement contract to another teacher; or
  - b) leave the teacher in the current position and hire a teacher on a part-time or replacement contract for what had been the new full-time position. In this case, for job security purposes, the new part-time or replacement contract shall be as a replacement for the absent regular teacher and the teacher with the new full-time contract shall be counted as being in what had been the new full-time position but on loan to the current position.

***The following text replaces clause 5-3.09 of the entente.***

***Note: These provisions also apply to Vocational Education Centres.***

- 5-3.09**
- a) All references in this clause to category or subcategory refer to those categories and subcategories in accordance with the grouping plan prescribed in Appendix II.
  - b) The following provisions shall apply only to the teachers of a school or, where applicable, of a part of a school, which closes and solely if the instruction dispensed to the pupils concerned by such closing will be offered at another school within the board for the following school year.

A partial school closure also includes the movement of pupils caused by the rezoning of school boundaries.

- c) Before February 7, the board shall identify the schools that are to be totally or partially closed for the following school year and the schools that will receive the students, together with the number and level of students being moved to each receiving school. This information shall be given to the union.
- d) The board shall then determine the number and type of posts, by category or subcategory, to be allocated to each receiving school based on the projected movement of students. This information shall be given to the union.
- e) Before February 7, the board shall post in every school which is to be totally or partially closed for the following school year the list of posts, indicating the pertinent information, determined by virtue of subclause (d) of this clause.

The board and the union may agree to extend the deadline in subclauses (c) and (e) of this clause due to exceptional circumstances.

- f) The teachers, in each school where the list is posted, shall have five (5) workdays in which to notify the school administration, in writing, of their preferences with respect to the posts listed. Appendix E shall be used for this purpose. The school administration shall acknowledge these preferences by signing the appendix.

The board shall transmit a copy to the union of any acknowledgments within five (5) days of the deadline for the receipt of these preferences. Furthermore, a copy of any notice posted or distributed to all teachers in the schools and authorized by the union with respect to this clause shall be transmitted to the board at the time of its issuance.



- g) The board shall decide upon the transfer of teachers, within the category or subcategory in conformity with the grouping plan, respecting the following principles:
1. teachers shall be transferred from the school which is sending its pupils to the schools receiving those pupils for the following school year;
  2. teachers shall be transferred according to preferences stated and seniority;
  3. if too few teachers apply for a particular school, the teachers shall be transferred by inverse order of seniority to fill the posts left, after taking into account those teachers who stated a preference for the said school and the assignment criteria described in clauses 5-21.05 and 5-21.06 or subclause b) of clause 13-12.02.
- h) Provided that this respects each teacher's stated preference and meets the requirements in conformity with clauses 5-21.05 and 5-21.06 or clause 13-12.02 b) for the given post, the board may then reassign or transfer two or more teachers to another category or subcategory or to another receiving school.
- i) Before March 1, the board shall notify the teachers, in writing, of their provisional transfer. A copy shall be sent to the union.
- j) As of such notice, the teachers concerned shall be considered as belonging to the staff of the school to which they are transferred, and this for the purposes of applying section B of article 5-3.00.

***The following text replaces subclause e) of clause 5-3.24 of the entente.***

- 5-3.24** d) Failing a different written agreement between the Director of Human Resources and the teacher, the teacher on availability shall be present full time for the first fifty (50) days of the work year. The remaining workdays required of the teacher on availability shall be consecutive beginning on the fifty-first (51st) day of the work year.

A copy of this agreement shall be forwarded to the union by the board.

***The following text replaces subclauses i) and j) of clause 5-3.36 of the entente.***

- 5-3.36** i) It shall engage, according to seniority, a teacher on the priority of employment list prescribed in clauses 5-1.13 to 5-1.21 who has accumulated at least two (2) years of seniority, as determined by clause 5-1.16. Where applicable, the teacher must meet the

additional requirements that the board set under the following subclause j).

It shall not consider teachers, referred to in the preceding paragraph, who notified the board in accordance with clause 5-1.16 that they would not be available to hold such a position during the following school year.

- j) For the purpose of applying the preceding subclause i), the board may, in order to fill a position, set requirements that are pertinent to that position in addition to those prescribed in article 5-21.00, after consulting the union.

When the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher in accordance with the preceding subclause i), the board must establish that its decision is well-founded.

***The following text replaces article 5-5.00 of the entente.***

**5-5.00 Promotion**

**5-5.01** Promotion is the responsibility of the board.

**5-5.02** For the purposes of this article a promotion shall mean an appointment, either permanent or temporary, to a position of increased responsibility, including those of Head Teacher, Staff Assistant, and non-teaching professional.

**5-5.03** When a teacher is appointed to temporarily occupy a position other than that of teacher, he or she shall receive the remuneration prescribed for the position for the time during which he or she occupies it, but shall remain covered by the teachers' insurance plan.

**5-5.04** When a teacher no longer holds a position referred to in clause 5-5.03, he or she shall return to teaching duties under the conditions and with the rights that he or she had before temporarily occupying such position.

**5-5.05** a) The temporary promotion of a teacher to senior staff member, principal or vice-principal or non-teaching professional may not exceed a period of two (2) years.

- b) Notwithstanding subclause a), the duration of a temporary promotion is not so limited when the teacher replaces a senior staff member, a principal or a vice-principal who is temporarily absent for one or another of the following reasons:

- i) absence related to a parental leave (maternity leave, special leaves for pregnancy or breast-feeding, paternity leave, leave for adoption, extension of paternity, maternity or adoption leaves);
- ii) absence due to total disability as defined in the Regulation respecting the conditions of employment of management staff of school boards;
- iii) loan of service to the Ministère, QESBA or CPNCA.

**5-5.06** Subject to the obligations of the board towards the Bureau and the Management Policy, when it intends to fill a full-time position of increased responsibility it shall proceed as described in the following clauses.

**5-5.07** In selecting a candidate for promotion, such factors as leadership, organizational ability, teaching competency, professional and academic qualifications, evidence of professional interest, ability to establish and maintain good working relationships with others, successful completion of the ALP, experience and seniority shall be considered.

**5-5.08** During the teachers' work year, for each vacant position as defined in clause 5-5.02, the board shall email all teachers on the Board's email list, and post at the Board offices, a notice containing:

- a) a brief description of the particular characteristics of the position, and the monetary benefits connected with it;
- b) a listing of the criteria of eligibility and the requirements of the position;
- c) an invitation to apply in writing for the said position within specific periods which shall not be less than ten (10) workdays.

Notwithstanding the above, in accordance with the Management Policy, a vacancy occurring at the administrative level (senior staff member, principal, or vice-principal) as a result of the filling of a posted administrative vacancy shall not require a new posting. For this reason, the original posting shall include a request that interested personnel make application to the board for positions of increased responsibility so that the board will be aware of the positions for which the applicant desires to be considered.

The union and the board may agree to alternative procedures to inform the teachers of a vacancy.

**5-5.09** The board shall post the notice referred to in clause 5-5.08 in those places provided for in the school for the posting of notices that are of interest to teachers.

- a) The board may call upon outside candidates only after having given due notice in accordance with clause 5-5.08, with the exception of July and August.
- b) During the months of July and August, such notice shall appear in at least one English and one French newspaper. All advertisements shall state the qualifications desired for the position. The board shall send a copy of this notice to the union.

- 5-5.10** Applications for positions of increased responsibility or reassignment to a post of equal responsibility may be submitted at any time during the school year, providing that the requirements of clause 5-5.08 are met. If, as a result of an interview, entries are made in a teacher's file, the teacher will have the same access to that material as to any other material in the file.
- 5-5.11** The board will provide an opportunity for candidates to be interviewed. Whenever possible this interview will be held during normal business hours.
- 5-5.12** Records of the above interviews will be kept for at least three (3) years. In this regard, it is not necessary for applicants to be interviewed each year. However, it is necessary each year for applicants to indicate, in writing, that they wish their application to be re-activated.
- 5-5.13** Failure to ask for a promotion or the fact of refusing it shall in no way prevent the teacher concerned from applying for any promotion at a later date and from being promoted.

**5-6.00 Personal File and all Issues Pertaining to Disciplinary Measures and Sanctions Excluding Dismissal and Non-reengagement**

**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 school administration 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 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 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 his or her teaching duties for the time required for the meeting with the school administration.
- 5-6.07** The letter of warning, reprimand or suspension shall be given to the teacher in question and a copy thereof shall be forwarded to the union. For the sole purpose of acknowledging that he or she 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 his or her absence, another person must sign to acknowledge the fact that a disciplinary letter has been given or sent to the teacher in question.
- 5-6.08** In the event the teacher does not present himself or herself at the disciplinary meeting, the countersigned letter shall be sent to the teacher in question by registered or certified mail, by fax, or delivered by hand or bailiff.

## **Section B Personal File**

- 5-6.09** Only a disciplinary letter countersigned under clause 5-6.07 may be placed in the teacher's personal file.
- 5-6.10** Within fifteen (15) workdays of receiving a letter of warning, reprimand or suspension, the teacher may make written comments he or she feels are relevant to the disciplinary measure and have the comments entered in his or her 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 be withdrawn from the said file three hundred (300) workdays after the beginning of the suspension unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.
- 5-6.14** In the case of a subsequent disciplinary measure within the time period prescribed in clause 5-6.11, 5-6.12 or 5-6.13, the expiry date of the first measure shall automatically be carried forward to the expiry date of the second measure.
- 5-6.15** For the purposes of the periods prescribed in clauses 5-6.11 to 5-6.13, the teacher must have been at work in the employ of the school board for at least half of those days.
- However, the balance of 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 his or her personal file on the condition that he or she provide proof of his or her identity, if necessary.

Subject to the same conditions, a union representative, with the teacher's written permission, may consult the teacher's personal file.

- 5-6.18** The only evidence that may be used against a teacher during arbitration shall be that found in the teacher's personal file in accordance with this article.
- 5-6.19** Pursuant to article 9-2.00, the union may contest both the grounds and the procedure for a disciplinary measure defined in clause 5-6.01.

### **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 terminate a teacher's contract of engagement only for one of the following reasons: incapacity, negligence in the performance of his or her duties, insubordination, misconduct or immoral behaviour.
- 5-7.02** The board or the school administration may relieve the teacher temporarily of his or her 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 his or her duties;
  - c) the basic facts, for information purposes, and the reasons supporting the intention to dismiss the teacher, without prejudice. No objection may be based on the insufficiency of the facts provided.
- 5-7.04** As soon as the union is notified, it may investigate and make the representations it deems necessary.
- 5-7.05** A teacher's contract of engagement may be terminated only between the fifteenth (15<sup>th</sup>) and the thirty-fifth (35<sup>th</sup>) day from the date on which the teacher was relieved of his or her 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 to terminate the engagement shall be made. The union and the teacher concerned may intervene and be present during the vote at the public meeting.
- 5-7.07** The procedures for intervention shall be as follows:
- i) the union representative and the teacher concerned shall have the right to be present at the portion of the board meeting, even if held in camera, at which the dismissal of the teacher is being discussed;
  - ii) immediately following the initial presentation of the supporting evidence, the union representative shall have the right to make a representation on behalf of the teacher. The teacher concerned shall also have the right to make a representation.
- 5-7.08** 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 to terminate the teacher's contract of engagement and, as the case may be, of the date on which the teacher resumed or is to resume his or her duties.
- 5-7.09** If the board does not terminate the contract of engagement within the time limit prescribed, the teacher shall regain all his or her rights, including total salary, as though he or she had never been relieved of his or her duties.
- 5-7.10** 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 his or her duties without total salary until the conclusion of his or her trial. The time limit prescribed in clause 5-7.05 shall begin as of the date on which the teacher informs the board that he or she has received a judgement; such notification must be given within twenty (20) days of the date on which the judgement was issued.
- 5-7.11** The board agrees not to invoke the absence of legal qualifications to terminate the contract of a teacher engaged as such.
- 5-7.12** Should the union wish to submit a grievance, it must do so in accordance with article 9-2.00.



- 5-7.13** 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 were not justified or did not constitute sufficient cause for dismissal, may order that the teacher in question be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.

**5-8.00 Non-reengagement**

- 5-8.01** This article applies to regular teachers only.

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

- 5-8.03** The union 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-reengagement 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-reengagement shall be made.

The union and the teacher concerned may intervene and be present for the vote during the public meeting. The provisions of clause 5-7.07 apply.

- 5-8.06** The board must, before June 1 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-reengagement 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 he or she 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-reengagement was followed and, where applicable, whether the reason or reasons given by the board in support of the non-reengagement constitute one of the reasons for non-reengagement 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-reengagement are not well-founded or do not constitute sufficient cause for non-reengagement, may order that the teacher in question be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.
- 5-8.10** The lack of legal qualifications may not be invoked against a teacher who has met, within the time limits prescribed, the conditions set for obtaining the legal qualifications but who has not produced the required documents due to an administrative delay not attributable to him or her.

---

<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.

## **5-9.00 Resignation and Breach of Contract**

### **Section A Resignation**

- 5-9.01** The teacher shall be bound by his or her contract of engagement for the duration specified therein. However, the teacher may resign from the board without penalty fifteen (15) workdays after notifying the board. The teacher may resign prior to the expiry of this 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 school administration or does not assume the duties to which he or she is assigned and fails to give valid reasons for the absence within five (5) workdays from the beginning of the absence, the absence and failure to give valid reasons constitute a breach of contract, retroactive to the date of the beginning of the absence. There is no breach of contract if the teacher does not give valid reasons within the time limit prescribed due to physical or mental incapacity or due to circumstances beyond his or her control, proof of which shall be the responsibility of the teacher.
- 5-9.03** A teacher who is on a leave without salary that terminates at the end of a school year and who fails to give notice of his or her intention to resign within the time limit specified in clause 5-9.01 shall be considered as returning to work. However, the teacher who does not return to his or her position on the first workday of the school year during which he or she must return to work shall be in breach of contract as of the second workday of that same year.
- 5-9.04** The fact that a teacher uses his or her leave of absence without salary for purposes other than those for which he or she obtained it may constitute a breach of contract as of the beginning of the leave, unless there is an agreement between the teacher and the board.
- 5-9.05** Failure on the part of a teacher to signify, under clause 5-7.10, that a judgement has been rendered in his or her case within the time limit specified in that clause constitutes a breach of contract by the teacher, commencing from the date on which he or she was relieved of his or her 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, 5-7.06 and 5-7.07.

**5-9.07** Such termination is retroactive to the date specified in clauses 5-9.02 to 5-9.05.

**5-9.08** Such a breach of contract cannot have the effect of cancelling the payment to a teacher of any amount owing under the agreement.

**5-11.00 Regulations Regarding Absences**

**5-11.01** A teacher unable to report for duty shall give notification beforehand to the school administration in accordance with the instructions issued by the latter regarding the policy to be followed in that school.

**5-11.02** A teacher intending to return to duty after a long-term absence shall give notification beforehand to the school administration in accordance with the instructions issued by the latter regarding the policy to be followed in that school.

**5-11.03** In order to benefit from the various leave provisions of this collective agreement for short-term absences, the teacher on his or her return to work shall complete, sign and return the absence form to the school administration, within a reasonable delay.

**5-11.04** Provided the school administration is of the opinion that the reason for the absence is as stated in the form, the school administration shall countersign the appropriate form and forward it to the Department of Human Resources with a copy to the teacher.

**5-11.05** Any form that the school administration is not prepared to countersign shall be forwarded to the Director of Human Resources, together with a written explanation for such action. The teacher concerned shall be advised beforehand of this intention by receipt of a copy of said written explanation.

**5-11.06** For purposes of salary insurance, a form completed by the teacher's physician shall be required to support a disability absence exceeding five (5) consecutive workdays.

**5-11.07** A teacher absent for any part of a period will be considered as absent for the full length of that period if substitution has been provided for that period.

**5-11.08** In the event that the school administration requests a teacher to leave the school to obtain medical treatment, no deduction in salary nor deduction from any bank of days shall be suffered by the teacher for that day.

- 5-11.09** Any teacher relieved of duty by the school administration because of illness may be required to produce a medical certificate acceptable to the board prior to the resumption of duties.
- 5-11.10** The teacher must not, in any way, use a leave for purposes other than those authorized in accordance with this agreement.
- 5-11.11** The requirement of a teacher to report to the school or to remain at the school shall be waived only if one or other of the following conditions applies:
- a) closure of the school to pupils by the board owing to inclement weather or for reasons which cause the building to be unfit for normal use. It shall be the teacher's responsibility to assure that the school has been declared closed by the board;
  - b) closure of the school to pupils owing to inclement weather or for reasons which cause the building to be unfit for normal use when the pupils are present in the school. In this case, teachers shall remain on duty until the dismissal of the pupils has been completed to the satisfaction of the school administration.
- 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 his or her duties during the workday or outside the workday when the teacher is carrying out activities specifically authorized by the school administration. The 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 Leave**

***The following text replaces clause 5-14.02 of the entente.***

**5-14.02** The eight (8) workdays provided in clause 5-14.01 of the entente for special leave shall be distributed as follows:

- a) In the event of a death in the immediate family, a maximum of five (5) workdays, beginning within one week of the date of the death.

"Immediate family" means parents, parents-in-law, brothers, sisters, own or stepchildren, spouses and grandparents, also any person who is domiciled in the home of the teacher at the time of death.

- b) In the event of the death of a brother or sister-in-law, son or daughter-in-law, or a grandchild:

the day of the funeral.

In addition to the workdays provided in subclauses a) and b), if the teacher attends the funeral of the deceased and if this takes place at a distance of more than two hundred and forty (240) kilometres from the employee's residence, he or she shall be entitled to take one (1) extra workday. If the funeral takes place more than four hundred and eighty (480) kilometres from his or her residence, the teacher shall be entitled to take two (2) extra workdays.

- c) The baptism or birth of the teacher's child:

the day of the event.

- d) An annual maximum of three (3) workdays for religious holidays that the teacher is required to observe providing the teacher so informs the school administration in writing one (1) week prior to the event.

- e) The marriage of the teacher's parent, sibling, brother or sister-in-law or child:

the day of the event.

- f) An annual maximum of three (3) workdays for urgent business that cannot be conducted outside working hours; urgent business is defined as an emergency that arises and calls for immediate action that requires that one be absent from one's place of work. The board will grant requests under this clause when the reason given indicates that an emergency has arisen and that immediate action is necessary.

g) The marriage of the teacher:

a maximum of three (3) consecutive workdays, including the day of the wedding; in this case, the absence must not immediately precede nor prolong the summer vacation period.

h) An annual maximum of five (5) workdays to cover:

- i) any event considered an Act of God (disaster, fire, flood, etc.);
- ii) adverse weather conditions which make it impossible for the teacher to report for work;
- iii) the day when the teacher moves from one residence to another;
- iv) the day of the event for the day of teacher's university convocation;
- v) medical and dental appointments which cannot be arranged outside working hours;
- vi) serious illness in the immediate family. In the event that the teacher's child is ill and does not require hospitalisation, then this provision shall apply after the teacher's annual bank of sick-leave days has been exhausted through the use of clause 5-14.06.

**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** Every regular teacher is entitled to benefit from the provisions of this article. The request to obtain a leave of absence without salary must be made in writing and clearly establish the reasons supporting it. With the exception of clauses 5-15.02 5-15.03 and 5-15.04, it must be made prior to March 1 of the preceding year.

**5-15.02** The board shall grant a leave of absence without salary for a period not exceeding one (1) contractual year in the following instances:

- a) following the death of the teacher's spouse, child or parent;
- b) in the case of extended illness following the exhaustion of all sick leave benefits;

- c) in the case of the serious illness of the teacher's spouse, child or parent. The board may require medical proof; the cost, if any, shall be borne by the board.

**5-15.03** The board shall grant a full-time leave without salary, either for the entire school year, or to complete the school year, if the following conditions are met:

- a) the leave begins on or prior to October 15; and
- b) the leave permits the board to assign a teacher referred to in clause 5-3.36 a) or remaining excess following the application of article 13-11.00, or to recall a teacher it placed on availability.

**5-15.04** The board shall grant a part-time leave without salary, provided that this permits the board to use the services of a teacher remaining excess following the application of article 13-11.00, or a teacher on availability.

The terms and conditions relating to the obtaining of such a leave shall be agreed upon beforehand by the board and the teacher.

**5-15.05** The board may grant a teacher a leave of absence without salary for a period not exceeding one (1) contractual year for any reason deemed valid by the board. The leave may be on a full time or part-time basis for all or part of the school year.

**5-15.06** Every teacher on leave of absence without salary shall be assumed to be returning to full time service with the board in the following school year.

**5-15.07** The board may renew every leave of absence without salary. Any request for an extension of the leave must be made in writing before March 1 of the school year in progress.

**5-15.08** The teacher on leave of absence without salary shall be entitled:

- a) to apply for a position of increased responsibility;
- b) to participate in the insurance plans in accordance with clause 5-10.10.

**5-15.09** In the case of resignation during or at the end of a leave of absence without salary, the teacher shall reimburse every sum paid by the board for and in the name of the said teacher during the leave of absence.

**5-15.10** The board reserves the right to cancel the engagement of the teacher who uses the leave of absence without salary for purposes other than those for which the teacher obtained it.



**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 he or she 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 school boards in Quebec, other 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 school 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 he or she 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 his or her return, the teacher shall be assigned duties in accordance with the provisions of this agreement.
- 5-18.00 Teacher's Contribution to a Savings 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 to 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 he or she has indicated as a deduction for deposit in the savings institution or credit union.
- 5-18.04** Thirty (30) days after a teacher has sent a written notice to this effect, the 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 Section B - Procedures for Assignment and Transfer Subject to the Criteria Negotiated and Agreed to at the Provincial Level**

*Note: These provisions also apply to Vocational Education Centres.*

**5-21.09** All references in this section to category or subcategory refer to those categories and subcategories in accordance with the grouping plan prescribed in Appendix II.

All references in this section to assignment criteria refer to those described in clauses 5-21.05 and 5-21.06 or 13-12.02 b), which are applicable to the position in question.

**Assignment**

- 5-21.10**
- a) For the purposes of this section, assignment refers to the teaching portion of the teacher's duties and responsibilities, as set forth in Appendix II. A reassignment is a change in category or subcategory within the school.
  - b) A voluntary reassignment is one requested by either the school administration or the teacher and on which there is mutual agreement. This reassignment shall be confirmed in writing by the school administration with a copy to both the Department of Human Resources and the union.
  - c) A compulsory reassignment is one given by the school administration. The school administration shall give a written notice to the teacher stating the reasons for the reassignment. Normally this will occur two (2) weeks prior to the reassignment. A copy shall be sent to both the Department of Human Resources and the union.
  - d) During the month of June, the school administration shall provisionally inform teachers in writing of their assignment for the following school year. In the case of general subject teachers, this shall be by grade level and, where necessary, by subject and level. In the case of specialists and secondary teachers, this shall be by subject and level. A copy of these notices shall be sent to both the Department of Human Resources and the union.

In the case of Formation Professional, this notice shall be sent during the month of May, and in the case of Adult Ed during the month of July.

- e) If, due to extenuating circumstances, changes in this assignment are necessary, the school administration shall inform the teacher, in writing, stating the reason. A copy of these notices shall be sent to both the Department of Human Resources and the union.
- f) Two (2) or more teachers, with the approval of the Director of Human Resources and the school administrations, may temporarily exchange assignments for a period not to exceed one school year. These teachers shall be considered to be on loan, and remain attached to the applicable school and category prior to the temporary exchange. The board shall confirm in writing these temporary exchanges to the teachers concerned with a copy to the union.

### **Transfer**

- 5-21.11** a) A voluntary transfer is a mutually agreed transfer from a school as requested by either the teacher or the board. This is to be confirmed in writing by the board with a copy to the union. Such transfers shall be binding if granted.

The board shall provide help with the moving of the teacher's personal instructional material, properly packaged, from the mail drop-off of one school to the new school.

- b) A teacher may make a written request to the board for a transfer at any time. The board may grant or refuse the said request; however, if the request is for the following school year, the procedures provided for in article 5-3.00 and clauses 5-21.16 to 5-21.20 must be respected.
- c) Two or more teachers may exchange their assignments with the approval of the Director of Human Resources and the school administrations, but in no case shall this occur before June 1 for the following school year. The board shall confirm in writing these exchanges to the teachers concerned, as voluntary transfers, with a copy to the union.
- d) A compulsory transfer is a transfer necessitated:
  1. by exception and as a solution to a particular circumstance as determined by the board in consultation with the union.

These circumstances could be:

- a) the promotion of a teacher to a position of increased responsibility;
  - b) a lack of qualified personnel in a particular school;
  - c) a particular problem.
2. by a drop in the number of students receiving instruction in the category or subcategory according to the grouping plan to which the teacher is attached. No teacher shall be transferred for this reason after October 15.

The teacher shall be notified in writing that he or she is subject to a compulsory transfer. A copy shall be sent to the union.

#### **Procedure**

- 5-21.12** In applying this section, when the board must take seniority into account, and two (2) or more teachers have equal seniority, the teacher who has the most experience shall be considered as having the most seniority. If they also have equal experience, the teacher who has the most schooling shall be considered as having the most seniority.
- 5-21.13** In carrying out the procedures of article 5-3.00 and this section, the school administration and the board shall combine partial assignments within the same school and part-time posts in different schools where possible.
- 5-21.14**
- a) If, following the application of clause 5-3.13, there is a need for staff in any of the categories or subcategories of teachers in the school, the school administration shall attempt to fill such need from among the teachers in the school whether they are declared excess or not.
  - b) In filling such needs the school administration shall give priority to those teachers who are excess by virtue of clause 5-3.13. After taking into account the assignment criteria, the school administration shall fill these needs respecting seniority, taking into account the preference of the teachers.

Teachers who are not excess and who have applied for voluntary reassignment shall be assigned to a vacancy that remains after the placement of excess teachers. Exceptionally, a teacher who is not excess may be assigned before an excess teacher if such a placement will permit the assigning of an excess teacher who would not have been placed otherwise.

- c) Before April 20 of each year, the board shall provide the union with a list of the provisional needs for the following school year, by category and subcategory, including the partial placement of the teachers in

each school according to the application of subclauses a) and b) of this clause.

- 5-21.15**
- a) Before April 30 of each year, the board shall post in each of its schools a provisional list of the board-wide teaching staff needs which remain to be met for the following school year, indicating the pertinent information. Before this date, the school administration shall inform in writing the teachers who remain excess following the application of clause 5-21.14 and who are therefore subject to compulsory transfer. A copy shall be sent to the union.
  - c) Before April 30 of each year, the board shall provide the union with a copy of the provisional list of board-wide teaching staff needs referred to in subclause a). Before this date, the board shall also provide the union with the list of teachers informed of their school excess status and who are therefore subject to compulsory transfer.
- 5-21.16**
- a) The teachers who are subject to compulsory transfer shall have five (5) workdays in which to notify the school administration in writing of their preferences with respect to the needs posted in accordance with clause 5-21.15. Appendix F shall be used for this purpose.
  - b) Within the same time period, any other teacher in the school may offer to substitute for a teacher who is subject to compulsory transfer. This offer shall be made in writing to the school administration using Appendix F. The offer is subject to acceptance by the board in accordance with clause 5-21.17.
  - c) Within the same time period, any other teacher may request a voluntary transfer or reassignment to fill a need on the list. This shall be done in writing to the school administration. Appendix F shall be used for this purpose.
  - d) The school administration shall acknowledge receipt of Appendix F by signing and returning a copy thereof to the teacher.
  - e) Within five (5) days of the deadline the board shall transmit a copy of each Appendix F to the union.
- 5-21.17**
- a) The board shall examine any offers made by virtue of subclause b) of clause 5-21.16. The offer shall be accepted provided the teacher who is subject to compulsory transfer meets the assignment criteria of the post foreseen for the teacher who made the offer to substitute and provided that accepting the offer will not result in a nonreengagement because of surplus or a placement on availability that would not have otherwise taken place. In the event that the offer is accepted, the teacher who made the offer shall become subject to compulsory transfer but he or she may not benefit from clause 5-21.22 and the other teacher will no longer be subject to compulsory transfer.

- b) Then the board shall proceed to fill the needs posted in accordance with clause 5-21.15 respecting the seniority and preferences of the teachers and taking into account the assignment criteria. In the event that two teachers have equal seniority, precedence shall be given to a teacher subject to compulsory transfer rather than one seeking a voluntary transfer.
- c) Any teacher who makes a request by virtue of subclause c) of clause 5-21.16 shall be entitled to an explanation from the Director of Human Resources or the school administration concerned if the request is not granted.

**5-21.18** Following the application of clauses 5-3.15, 5-3.16 and 5-21.17 b), the board shall endeavour to reallocate so as to place teachers with greater seniority declared school excess in posts which generate a total assignment in one school building, according to the teachers' preferences as stated on Appendix F.

**5-21.19** Before May 18, the board shall provide the union with the list of transfers decided upon as a result of the application of clause 5-21.17. At the same time it shall provide a list of the displacements decided upon as a result of the application of clauses 5-3.15 and 5-3.16, and the transfers resulting from the application of clause 5-21.18.

**5-21.20** Before June 1, the board shall inform the teacher transferred as a result of the application of this article, in writing, of the name of the school to which the teacher is transferred for the following school year.

**5-21.21** Teachers on availability as well as teachers who will be on availability or assigned to regular supply effective July 1 shall be informed, in writing, by the board of their provisional assignment and school. A copy shall be sent to the union.

**5-21.22** If a vacancy occurs between June 1 and the first day of class of the following school year, the excess teacher who has been assigned elsewhere shall be given the choice of returning to his or her school of origin or remaining in the new school. The teacher must meet the assignment criteria. If two (2) or more teachers meet the criteria, the teacher with the most seniority shall be approached first.

Until one (1) week prior to the teachers' first workday of the school year, the teacher given the choice shall have seventy-two (72) hours to respond; thereafter, the teacher must respond within twenty-four (24) hours. Should a transfer result, the teacher shall be informed in writing. A copy shall be sent to the union.

**5-21.23** With the exception of teachers transferred by virtue of clause 5-21.22, a teacher transferred during the current school year for that school year

shall be given at least three (3) days notice of said transfer. Further, such a teacher shall be given two (2) workdays without teaching activities for moving and acclimatization to the new school.

**5-21.24** Upon the request of either party, the board and the union shall meet once during the month of September and once during the month of June to review the application of clauses 5-21.09 to 5-21.22. It is understood that when problems arise the board and the union will meet to try to resolve the issues.

**5-21.25** Nothing in the procedure in this article shall prejudice the rights of a teacher or the union to proceed according to Chapter 9-0.00.

**6-8.00 Payment of Salary**

**6-8.01** The NET salary payments to the teacher will be deposited at any financial institution of his or her choosing. There shall be no cost of any kind to the teacher resulting from the use of this payment method. The salary statements shall be sent to the teacher's work place, together with a written explanation of any exceptional items that are not self-explanatory. In the case of a teacher absent from work for a prolonged period of time, the statement shall be mailed to the address specified by the teacher.

The board shall provide each teacher with a written explanation of the salary statement every time the format is modified.

**6-8.02** The board shall supply each teacher with the current balances of his or her sick-leave days in accordance with the listing in clause 5-10.33. The balance of redeemable sick-leave days for the current school year shall be provided on each salary statement. The balances for the other banks shall be provided on the first and last salary statements of the school year.

**6-8.03** The casual supply teacher shall receive a record of the days and amount of replacement done on each of these days upon which the salary is calculated. The dates for which payment is being made shall also be indicated.

**6-8.04** Whenever a retroactive salary payment is made, the teacher shall receive an explanation of how the salary for the retroactive period was calculated, together with a statement of the actual salary that was paid and the amount of the retroactive salary payment due.

**6-8.05** Should the board discover or be informed of an error in the payment of the teacher's remuneration, this error shall be corrected, at the latest, with

the second instalment of the teacher's remuneration which follows the discovery or notification of the error.

Whenever this correction involves a substantial reduction in the teacher's pay, then the board shall forewarn the teacher. The teacher and the board may agree to a schedule of repayments to replace the single deduction that would normally occur according to the preceding paragraph.

- 6-8.06**
- a) The teacher who leaves the employ of the board during the school year shall be entitled to receive all monies owed to him or her normally within twenty-one (21) days of departure.
  - b) The teacher who leaves the employ of the board at the end of the school year shall receive all monies owed to him or her by July 31.
  - c) The expression "monies owed" includes the money payable by virtue of subclause f) of clause 5-10.26.

**6-8.07** Payment for time worked in a given two (2) week pay period shall be made within the subsequent three (3) working weeks for the following:

- a) substitution, by virtue of clause 8-8.05 Section I;
- b) adult education instruction, by virtue of clause 11-1.03;
- c) vocational instruction, by virtue of clause 13-2.03;
- d) teaching, by virtue of clause 8-7.02 e).

Teachers who are paid as a casual supply teacher in anticipation of being granted a full-time, part-time or replacement position, once the necessary clearances have been granted to the board, shall be entitled to an advance salary payment while awaiting the first payment due according to the preceding paragraph.

**6-8.08** Payment of supplements to Head Teachers and Staff Assistants shall be equally divided over the regular pay periods. Should the appointment be for less than one (1) school year, the payments shall be pro-rated over the remaining teacher pay periods.

**6-8.09** Notwithstanding clause 6-8.06, the payment of monies due for oversize classes by virtue of the entente shall be made in two instalments. The first instalment shall be paid during February for the amount due from the beginning of the school year to December 31 or, when the school year is based upon a semester system, to the end of the first semester. The second instalment shall be paid by July 31 for the amount due for the remainder of the school year.



The teacher shall receive a statement showing the number of hours or periods, as the case may be, and the number of students, weighted where necessary, upon which the oversized class compensation payment is based.

- 6-8.10** Payment due for teaching summer courses by virtue of clause 6-6.02 (d) shall be made in the following manner:

No less than 45% of the gross amount due shall be paid on the teacher's last workday for summer school; the balance shall be paid no later than September 10.

- 6-8.11** Payments to teachers as a result of professional improvement activities shall be made according to the procedures and time lines determined by the Professional Improvement Committee established by virtue of chapter 4-0.00.

- 6-8.12** Payment due to a teacher for travelling expenses by virtue of article 10-9.00 shall be paid as soon as possible after receipt of the claim forms.

- 6-8.13** For purposes of reference, for teachers, the first payday of the 2009-2010 school year was September 3, 2009.

- 6-8.14** If in any school year the first work day of the following school year falls more than 14 days after the last pay period of the previous school year, then the school board and the union will attempt to adjust the pay in a letter of agreement.

**7-2.00 Professional Improvement (Subject to the Amounts Allocated and the Provincial Professional Improvement Programs)**

- 7-2.01** This matter is dealt with in article 4-6.00.

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

- 8-5.02.01** The board and the union shall establish the school calendar to be in force for each school year.

In order to facilitate the establishment of the school calendar, the board and the union shall establish a Calendar Committee whenever necessary, in accordance with Appendix G.

**8-6.06 Terms and Conditions for the Distribution of Working Hours****Section I Components of Presence Time**

When fixing the required twenty-seven (27) hours of presence, the board or school administration shall include the time allocated for:

- a) the services provided by virtue of clause 8-7.02 b) to d);
- b) the supervision provided by virtue of clauses 8-7.07.01, 8-12.07 and 8-12.08;
- c) the obligations imposed by virtue of Section II of clause 8-6.06;
- d) the designated periods within the emergency substitution plan;
- e) the professional obligations such as: organizational meetings, referrals, curriculum meetings, etc., when called by the school administration;
- f) any periods of time, during the pupil day, of less than thirty (30) minutes in which the teacher has no assigned duties, unless the teacher agrees otherwise;
- g) the amount of time estimated by the itinerant teacher and the school administrations concerned, to account for travelling and displacement time.
- h) If, by the provisions of Section 96.12 of the Education Act, a teacher is designated by the school principal to coordinate the work of the anti-bullying and anti-violence school team as part of the obligation to implement the Anti-bullying and Anti-violence Plan for the school, such a mandate will be part of his/her regular duties.

**Section II Parameters of the Workday**

- a) The teacher's workday shall begin no earlier than 8 a.m. nor end later than 5 p.m., with the exception of those meetings called by virtue of Section II or III of clause 8-8.05. Where transportation necessitates an earlier commencement to the pupil day, after consultation with the union the board may set an earlier start of the teacher's workday, provided that the time between the above parameters remains constant.
- b) In determining the teacher's workday, no teacher shall be required to be in school more than fifteen (15) minutes prior to the beginning of his or her duties assigned by virtue of Chapter 8-0.00 or more than ten (10) minutes following the completion of these duties, with the

exception of duties by virtue of clause 8-6.06 Section I e) or meetings called by virtue of Section II or III of clause 8-8.05.

### **Section III Non-presence time**

The school administration shall fix the non-presence time during the teacher's workday after consultation with the teacher.

#### **8-7.07 Supervision of the Arrival and Dismissal of Students and the Movement of Students not Included in the Workload**

**8-7.07.01** This constitutes part of the presence time.

#### **8-8.04 Group Meetings and Meetings with Parents**

##### **Section I Group Meetings**

The board or the school administration 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 provided for in clause 8-6.02; however, he or she shall not be obliged to attend group meetings on Saturdays, Sundays or holidays.
- b) Outside the twenty-seven (27) hours provided for in clause 8-6.02, the teacher may not be required to attend more than ten (10) group meetings of teachers convened by the board or school administration. These meetings must be held immediately after the dismissal of all the pupils from the school. 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. The school administration shall ensure that no teacher is required to be present for a period exceeding ninety (90) minutes.
- c) The board or school administration shall give at least three (3) workdays written notice to the teachers for any meeting called by virtue of this section and attach an agenda for same.

##### **Section II Meetings with Parents**

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

- a) Outside the twenty-seven (27) hours provided for in clause 8-6.02, the teacher may not be required to attend more than three (3) meetings to meet parents. No teacher shall be required to be present for more than two (2) hours at any meeting called by virtue of this section.
- b) Such meetings shall normally be held in the evening.
- c) The school administration, together with the School Council, shall set the dates and hours of these meetings.
- d) The school administration shall give at least five (5) workdays written notice for meetings called by virtue of this section.
- e) The school administration may agree with the School Council to increase either of the limits provided in subparagraph a). In such cases, each teacher shall be compensated by a reduction in the regular workweek equal to the number of hours by which the limit was exceeded. Such compensation in time shall be taken on an individual basis as agreed upon by the school administration and the teacher.
- f) The school administration and an individual teacher may agree to increase either of the limits provided in subparagraph a). In such cases, the teacher shall be compensated by a reduction in the regular workweek equal to the number of hours by which the limit was exceeded. Such compensation in time shall be taken at a time agreed upon by the school administration and the teacher.
- g) In addition to any compensation by virtue of subparagraphs e) and f), the itinerant teacher shall receive one (1) day of paid leave. This leave is to be taken at a time agreed upon between the teacher and school administrations concerned, as compensation for attending meetings over and above the three (3) stipulated in subparagraph a).

**8-8.05 Substitution,**

- a) In the case of a teacher's absence, 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 call upon:

either

- b) a casual supply teacher registered on a list maintained by the board for this purpose;

or

- c) the teachers of the school who have reached the maximum (100%) of their workload and who wish to do substitution on a voluntary basis;

or

- d) if none of the foregoing are available, the other teachers of the school according to the emergency system. The school administration, after consulting the teachers of the school, shall establish an emergency system among the teachers of the school in order to permit the smooth operation of the school. It shall ensure that each teacher in the school is treated equitably by the distribution of substitution within the emergency system.

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

#### **8-12.00 Distribution of Duties and Responsibilities among the Teachers of a School**

- 8-12.01** In distributing the duties and responsibilities among the teachers, the school administration shall grant requests made by teachers to be exempted from teaching moral or religious instruction which are made in accordance with the Education Act.

- 8-12.02** The school administration shall, as equitably as possible, distribute the duties and responsibilities of the teachers in conformity with the provisions of Chapter 8-0.00, following consultation with the School Council.

- 8-12.03** At the preschool and elementary level, the school administration shall schedule a minimum of one (1) period of non-assigned time of at least thirty (30) minutes duration per day for each teacher, unless particular circumstances prevent it.

A period of non-assigned time is an amount of time during the pupil day in which the teacher is freed of other duties, in order to carry out activities related to the presentation of courses and lessons.

- 8-12.04** The lunch period for all itinerant teachers shall begin no earlier than 11 a.m. and no later than 12:30 p.m.

- 8-12.05** At the secondary level, the school administration shall assign no more than three (3) subjects or three (3) level preparations per semester to any teacher, unless particular circumstances prevent it. The school

administration shall also take into account the number of groups the teacher has to teach.

**8-12.06** The school administration, after consultation with the School Council, shall establish a schedule for the following supervision:

1. a maximum of fifteen (15) minutes before the time set for the beginning of the pupil timetable in the morning;
2. the ten (10) minutes following the time set for the end of the pupil timetable in the afternoon, unless local bussing conditions necessitate an extension, in which case a maximum of fifteen (15) minutes shall apply;
3. the recess in the morning and in the afternoon;
4. the ten (10) minutes that follow the time set for the ending of the pupils' timetable in the morning or the ten (10) minutes preceding the beginning of the pupils' timetable in the afternoon.

At the termination of normal bus duty, if a bus has not arrived, the teacher on duty shall inform the school administration, who shall arrange for the supervision of the students.

**8-12.07** At the preschool and elementary level, the school administration shall not assign more than seventy-five (75) minutes per week of supervision as provided by clause 8-12.06 to any preschool or elementary teacher. By exception, in the case of a preschool teacher dealing solely with his or her own students, and for elementary teachers in a school of fewer than five (5) teachers, the maximum shall be one hundred (100) minutes.

**8-12.08** At the secondary level, after consultation with the School Council, and taking into account the teachers' preferences, the school administration shall distribute the non-teaching duties equitably amongst the teachers. No teacher shall be assigned more than fifty (50) minutes of supervision per week as provided by clause 8-12.06 without his or her consent. In the case of a teacher without a homeroom period or a polyvalent period, one hundred (100) minutes shall replace the fifty (50) minute limitation described in the previous sentence.

**8-12.09** The limits in clauses 8-12.07 and 8-12.08 apply to teachers working on a full-time basis. In the case of a teacher working on a part-time basis, they shall be proportional to the percentage of the full-time workload that the teacher is assigned.

**8-12.10** Head Teachers and Staff Assistants shall not evaluate nor act in a disciplinary capacity toward other teachers. This restriction also applies to any teacher who is filling a position within the school administration on a

temporary basis by virtue of subclause b) of clause 5-5.05 and who has filled the position for one (1) year or less.

**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 9-1.05, the union may send a letter to the board to reserve its right to contest a disciplinary measure issued by virtue of 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 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 nonreengagement under article 5-8.00, the date of the meeting at which the board shall make its decision is 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 nonreengagement under article 5-8.00, the notice of grievance constitutes a notice of arbitration once it is received by the QPAT and the QESBA.

**10-8.00 Hygiene, Occupational Health and Safety**

**10-8.01** In this article, "Act" refers to the Act respecting occupational health and safety (R.S.Q., c. S-2.1) and "regulations" refers to the inherent regulations.

**10-8.02** The board and the union shall cooperate in order to maintain working conditions that respect the health, safety and physical well-being of teachers.

**10-8.03** The obligations of teachers and the board are those prescribed by the Act and the regulations.

**10-8.04** The means and individual or common protective equipment placed at the disposal of teachers, when this proves to be necessary by virtue of the Act and the regulations applicable to the 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.

**10-8.05** a) Whenever a teacher exercises the right of refusal prescribed by the Act, he or she must immediately advise the school administration.

- b) Once notified, the school administration shall inform the union delegate of the situation and of the solutions it intends to apply.
  - c) For the purposes of the meeting, the union delegate may temporarily interrupt his or her work in accordance with the conditions prescribed in clause 3-6.01.
- 10-8.06** The right of a teacher mentioned in clause 10-8.05 is exercised subject to the pertinent sections of the Act and according to the methods prescribed therein, if need be.
- 10-8.07** The board may not dismiss or non-reengage a teacher, or impose any disciplinary or discriminatory measure on him or her, on the grounds that he or she exercised, in good faith, the right provided for in clause 10-8.05.
- 10-8.08** A hygiene, health and safety committee comprised of a member of the school administration and a union delegate shall be formed in each school. The committee may also include representatives of other employee groups in the school but their absence shall not prevent the committee from functioning.
- 10-8.09** The mandate of the committee shall be:
- a) to draft a procedure for dealing with inquiries or complaints concerning the workplace and to inform the staff of this procedure;
  - b) to determine whether or not a particular inquiry or complaint may be dealt with at the level of school, and this within one (1) week of the receipt of the inquiry or complaint;
  - c) to refer the matter immediately to the Director of Human Resources if circumstances are such that the inquiry or complaint cannot be dealt with at the school level;
  - d) to ensure, when necessary, that corrective measures are taken;
  - e) to inform the staff of progress in this matter.
- 10-8.10** When the board is apprised of an inquiry or complaint that cannot be resolved at the level of the school, it shall take the necessary and appropriate means to resolve the matter within a reasonable period of time, in accordance with the requirements of the Act and the regulations. It shall also keep the school hygiene, health and safety committee informed of progress in this matter.



**10-8.11** The committee from the school and the Director of Human Resources shall deal immediately and jointly with matters of hygiene, health and safety in the workplace that present a need for urgent action.

**10-8.12** If necessary, temporary measures shall be taken to ensure the safety of all persons concerned.

**10-9.00 Travel Expenses**

**10-9.01** The travel expenses of the itinerant teacher shall be reimbursed according to the policy in force at the board. In order to be eligible for this reimbursement, the teacher must travel in the performance of his or her duties during the same school day from one location to another, whether or not the buildings belong to the board.

The board shall consult the union prior to any change to the policy or the rates for reimbursement.

**10-9.02** The travel expenses of any teacher who must travel at the request of the board for reasons such as delivering materials, attending curriculum meetings, etc., shall be reimbursed according to the amount established by clause 10-9.01.

**10-9.03** Any other costs (e.g. accommodation and meals) incurred by a teacher who must travel at the request of the board shall be reimbursed according to the policy of the Professional Improvement Committee established by virtue of this agreement.

**10-9.04** The school administration or the board employee responsible for the activity, as the case may be, shall make available the expense claim form to the teacher concerned.

**11- 0.00 Adult Education:****11-2.00 Recall List**

*The following text replaces clauses 11-2.04 to 11-2.06 of the entente.*

- 11-2.04** The recall list for adult education in force for the 2000-2001 school year shall constitute the starting base for the provisions of this clause.

To establish that list, the board and the union conducted a review of the persons who taught in adult education as hourly paid teachers or part-time or replacement teachers since July 1, 1998, regardless of the programme in which the teaching was done. The object of the review was to determine what data was available in order to correct the list. Once this determination was made then the corrections described in the following paragraph were made. Should future revisions to the list be required, these criteria would likewise apply.

The name was added to the list unless the teacher has an unsatisfactory performance record, has not taught for twenty-four (24) months or has full-time employment. The number of hours taught in the specialty will also be recorded. The board shall determine the specialties after consulting the union. The number of hours currently recorded for teachers on the list will be examined to determine if any adjustments are necessary in the number of hours or the specialty to which they are credited. The teacher may appear on the list in more than one (1) specialty. The jointly agreed modifications shall have no retroactive effect and shall not be subject to the grievance procedures.

The board shall make the determination concerning the teacher's performance on the basis of the written evaluations contained in the personal file. The teacher must have been informed of the contents of these evaluations.

The recall list for adult education as established on July 1 of the preceding school year remains in force until updated in accordance with the provisions of Clause 11-2.04.

- 11-2.05** Upon completion of the process in clause 11-2.04 and subsequently on July 1 of each school year, the board shall add to the list the names of teachers who have successfully taught a minimum of one hundred and eighty (180) hours for the board, as an hourly paid teacher, ~~or~~ a part-time teacher or replacement teacher. These hours may have been accumulated in one or more specialties.

As of July 1, 2011, only the names of the legally qualified teachers shall be added to the list.

The board shall make the determination concerning the teacher's performance on the basis of the written evaluations contained in the personal file. The teacher must have been informed of the contents of these evaluations.

For each teacher's name on the list, the board shall, in the case of a newly added name, enter the number of hours taught in each of the specialties concerned, to a cumulative maximum of 800 hours for any school year. In the case of names already on the list, it shall add the number of hours taught in each of the specialties in the previous school year to those already credited to the particular teacher.

On July 1 of each school year, the board shall also add the name of any teacher non-reengaged because of surplus. In this case the board shall enter the number of hours taught in each of the specialties concerned while the teacher was in the service of the board.

No later than July 5, the board shall transmit a copy of the recall list to the union.

**11-2.06** At any time, the board may strike from the list the name of any teacher who refuses a position except for the following reasons:

- i) a maternity or parental leave covered by la Loi sur les normes de travail (I.R.Q., c. N-1.1)
- ii) a disability as per clause 5-10.03;
- iii) a full-time position with the union or QPAT; or
- iv) another reason agreed to between the board and union.

Notwithstanding the foregoing, the board may strike from the list the name of any teacher who has not worked for twenty-four (24) months.

Any non-qualified teacher who has not acquired legal qualification by July 1, 2016 shall have their name struck from the list.

The board shall inform the union, in writing and at the time the action is taken, of the name of any teacher removed from the recall list

***The following text replaces subclauses i) and j) of clause 11-10.05 of the entente.***

- 11-10.05** i) It shall engage, according to seniority, a teacher registered in the specialty concerned on the recall list prescribed in article 11-2.00 who has accumulated at least two (2) years of seniority, as of the preceding June 30. Where applicable, the teacher must meet the additional requirements that the board set under the following subclause j).

It shall not consider teachers, referred to in the preceding paragraph, who notified the board prior to June 1 that they would not be available to hold such a position during the following school year.

For the purposes of determining the seniority, the provisions of clause 11-9.01 shall apply.

**13-0.00 Vocational Training****13-3.00 Recall List**

*The following text replaces clauses 13-3.05-13-3.07*

- 13-3.05** The recall list for vocational training in force for the 2000–2001 school year shall constitute the starting base for the provisions of this clause.

To establish that list, the board and the union conducted a review of the persons who taught in vocational training programs as hourly paid teachers or part-time or replacement teachers since July 1, 1998, regardless of the programme in which the teaching was done. The object of the review was to determine what data was available in order to correct the list. Once this determination was made then the corrections described in the following paragraph were made. Should future revisions to the list be required, these criteria would likewise apply.

The name shall be added to the list unless the teacher has an unsatisfactory performance record, has not taught for twenty-four (24) months or has full-time employment. The number of hours taught in the category or subcategory will also be recorded. The board shall determine the categories or subcategories after consulting the union. The number of hours currently recorded for teachers on the list will be examined to determine if any adjustments are necessary in the number of hours or the category or subcategory to which they are credited. The teacher may appear on the list in more than one (1) category or subcategory. The jointly agreed modifications shall have no retroactive effect and shall not be subject to the grievance procedures.

The board shall make the determination concerning the teacher's performance on the basis of the written evaluations contained in the personal file. The teacher must have been informed of the contents of these evaluations.

The recall list for Vocational Training as established on July 1 of the preceding school year remains in force until updated in accordance with the provisions of Clause 13-3.05

- 13-3.06** Upon completion of the process in clause 13-3.05 and subsequently on July 1 of each school year, the board shall add to this list the names of teachers who have successfully taught a minimum of three hundred (300) hours for the board, as an hourly paid teacher, ~~or~~ a part-time teacher or replacement teacher, to a cumulative maximum of 720 hours for any school year. These hours may have been accumulated in one or more categories or subcategories.

The board shall make the determination concerning the teacher's performance on the basis of the written evaluations contained in the personal file. The teacher must have been informed of the contents of these evaluations.

For each teacher's name on the list, the board shall, in the case of a newly added name, enter the number of hours taught in each of the categories or subcategories concerned. In the case of names already on the list, it shall add the number of hours taught in each of the categories or subcategories in the previous school year to those already credited to the particular teacher.

On July 1 of each school year, the board shall also add the name of any teacher non-reengaged because of surplus. In this case the board shall enter the number of hours taught in each of the categories or subcategories concerned while the teacher was in the service of the board.

As of July 1, 2016, the recall list shall be divided into two sections: legally qualified and non-legally qualified teachers. Priority of employment shall be given to those teachers on the qualified section of the recall list.

Teachers hired to teach in Vocational Training programs for other school boards as per an agreement of a "loan of carte" shall not be included on the recall list.

No later than July 5, the board shall transmit a copy of the recall list to the union.

**13-3.07** At any time, the board may strike from the list the name of any teacher who refuses a position except for the following reasons:

- i) a maternity or parental leave covered by la Loi des normes de travail (I.R.Q., c. N-1.1);
- ii) a disability as per clause 5-10.03;
- iii) a full-time position with the union or QPAT; or
- iv) another reason agreed to between the board and union.

Notwithstanding the foregoing, the board may strike from the list the name of any teacher who has not worked for twenty-four (24) months.

The board shall inform the union, in writing and at the time the action is taken, of the name of any teacher removed from the recall list.

***The following text replaces subclauses i) and j) of clause 13-11.05 of the entente.***

- 13-11.03** i) It shall engage, according to seniority, a teacher registered in the category or subcategory corresponding to the specialty concerned on the recall list prescribed in article 13-3.00 who has accumulated at least two (2) years of seniority, as of the preceding June 30. Where applicable, the teacher must meet the additional requirements that the board set under the following subclause j).

It shall not consider teachers, referred to in the preceding paragraph, who notified the board prior to June 1 that they would not be available to hold such a position during the following school year.

For the purposes of determining the seniority, the provisions of clause 13-10.01 shall apply.

- j) For the purpose of applying the preceding subclause i), the board may, in order to fill a position, set requirements that are pertinent to that position, in addition to those prescribed in article 5-21.00, after consulting the union.

When the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher in accordance with the preceding subclause i), the board must establish that its decision is well-founded.

---

In witness whereof the parties to this agreement have signed in St. Hubert, Quebec, this 13<sup>th</sup> day of June, 2013.

**For the Riverside School Board**

**For the Riverside Teachers' Union**

---

**Sylvain Racette,**  
Director General

---

**Steven Le Sueur,**  
President

---

**Wendy Bernier,**  
Interim Director, Human Resources

---

**Terri Ann Pine,**  
Secondary Representative

---

**Hélène Coupal**  
Assistant Director, Human Resources

---

**Sylvia Hancheruk-Dawson**  
Elementary Representative

**APPENDIX A**USE BY THE R.T.U. OF THE INTER-SCHOOL MAIL SERVICE

In the matter of the Riverside Teachers' Union using the Riverside School Board inter-school mail service, the following shall apply:

1. The R.T.U. mail will be picked up and delivered by the board mail service.
2. The delivery schedule shall be made known to the R.T.U.
3. All mail from the R.T.U will be addressed to a union delegate who will be responsible for distribution within the school.
4. The R.T.U. will reimburse the board for this service.
5. These conditions are subject to revision at the request of either party.



**APPENDIX B****CLASS DATA****I. Youth Sector**

The following information shall be supplied for each class, including those created for particular subjects by the redistribution of the students from several elementary homeroom classes:

- a) the teacher's name;
- b) a description of the class;
- c) the total number of students;
- d) the category of any students with handicaps or social maladjustments or learning disabilities who are in the class;
- e) the number of students in each of these categories.

**II. Adult and Vocational Education Sectors**

The following information shall be supplied for each class:

- a) the teacher's name;
- b) a description of the class;
- c) the total number of students;
- d) the beginning and ending dates;
- e) the anticipated number of hours of instruction;
- f) the diploma or attestation, if any, to which the course is leading;
- g) the category of any students with handicaps or social maladjustments or learning disabilities who are in the class and the number of students in each of the categories. This part applies only for students classified as youth and who are in Vocational Education classes.

## APPENDIX C

### INDIVIDUAL TEACHER DATA TO BE SUPPLIED TO THE UNION

#### I. Personal Data

- a) Name
- b) Address
- c) Date of Birth
- d) Employee Number
- e) Telephone Number
- f) Preferred Language of Communication

#### II. Payroll Data

- a) Salary Classification
- b) Experience recognized for salary
- c) Percentage of full-time salary received

#### III. Job Security Data

- a) Teacher Status:
  - Full-time (including those on partial leave)
  - Part-time
  - Replacement
  - By-the-lesson
  - Hourly-paid (Adult or Vocational Education)
  - Regular substitute
  - Excess (Clause 13-11.03)
  - On availability
  - Casual supply teacher
- b) Legal Qualifications:
  - Teaching Permit
  - Teaching Diploma
  - Provisional Teaching Authorisation
- c) Seniority
- d) Total years of experience recognized
- e) Schooling
- f) Category

**IV. Workload Data**

- a) Percentage of full-time load
- b) Number of minutes per cycle or number of hours per year, where appropriate, for each of the following:
  - teaching
  - student activities
  - homeroom
  - supervision
  - encadrement
  - remediation
  - polyvalent period
  - pedagogical follow-up
  - administrative activities as Head Teacher, Staff Assistant
  - any other assigned duties
- c) Number of days per cycle  
Number of periods per cycle (secondary)

**APPENDIX D****OTHER DATA TO BE SUPPLIED TO THE UNION****I. Personnel Data**

- a) The list(s) and documents generated by the provisions of articles 5-3.00, 5-21.00, 11-10.00, and 13-11.00, as the case may be, and these to be transmitted to the union at the time of their issuance or production.
- b) The list of teachers non-reengaged for reasons other than surplus of personnel during the previous school year.
- c) The list of teachers recalled in accordance with surplus provisions to positions in the board's employ during the current school year.
- d) The list of teachers remaining in surplus as of the date of the request.
- e) The list of teachers newly hired by the board for the current school year.
- f) The list of teachers who retired during the previous school year.
- g) The list of teachers who took advantage of any measure arising out of article 5-4.00 during the school year and the measure taken.
- h) The list of teachers who resigned during the previous school year.
- i) The list of teachers who are taking advantage of a loan of service as provided by article 5-19.00 or of exchange programmes provided by article 5-16.00 and a copy of the individual contract governing said measure for the subsequent school year.

**II. Absence Data**

- a) The total number of sick days taken by all teachers.
- b) The total number of days of special leave taken during the previous year for each of the reasons provided in article 5-14.00.
- c) Other data, mutually agreed upon, which would allow the parties to identify situations that may require remedial action to reduce absenteeism.

Reference: clause 3-3.08

**APPENDIX E**

My preferences are as follows:

	<u>SCHOOL</u>	<u>DESCRIPTION OF POST</u>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____
6)	_____	_____
7)	_____	_____

TEACHER'S NAME: \_\_\_\_\_  
(Please Print)

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
Teacher

DATE: \_\_\_\_\_ ACKNOWLEDGED BY: \_\_\_\_\_  
School Administration

Original to: Department of Human Resources  
Copies to: Teacher, School and Union

Reference: clause 5-3.09

### APPENDIX F

I am requesting a transfer in accordance with clause:

\_\_\_\_\_ 5-21.16 a) teacher subject to transfer (compulsory transfer),  
 \_\_\_\_\_ 5-21.16 c) teacher not subject to transfer (voluntary transfer) **such requests are binding if granted.**

In accordance with clause 5-21.16 b), I wish to substitute for \_\_\_\_\_ and request a transfer.

	<u>SCHOOL</u>	<u>DESCRIPTION OF POST</u>
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____
5)	_____	_____
6)	_____	_____

TEACHER'S NAME: \_\_\_\_\_  
 (Please Print)

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_  
 Teacher

DATE: \_\_\_\_\_ ACKNOWLEDGED BY: \_\_\_\_\_  
 School Administration

Original to: Department of Human Resources  
 Copies to: Teacher, School and Union

Reference: clause 5-21.16

**APPENDIX G****CALENDAR COMMITTEE**

The board and the union agree as follows:

- that the needs and priorities of those groups which have a contractual interest in the distribution of the two hundred (200) workdays for teachers must be reviewed;
- that, in distributing the two hundred (200) workdays for teachers, particular attention must be given to the number of pupil instruction days as well as the pedagogical days for teachers;
- that, in distributing the two hundred (200) workdays for teachers, particular consideration will be given to the maintenance of the present holiday pattern unless another pattern proves more beneficial;
- therefore, to this end, a committee shall be established with a mandate to recommend to the board calendar modalities for the one or more school years.

The composition of the committee shall be as follows:

- 1) three (3) commissioners;
- 2) three (3) union representatives;
- 3) three (3) administrative representatives.

In preparing its calendar recommendations, the following groups shall be consulted:

- a) the parents' committee;
- b) the other employee unions and associations.

The committee shall be established prior to October 30 and make its recommendation prior to the following February 1, or another date as agreed to by the board and union.

## APPENDIX H

### RIVERSIDE SCHOOL BOARD GUIDELINES FOR THE RECOGNITION OF EXTRACURRICULAR ACTIVITIES

The following guidelines are included for information purposes only. They are not subject to the provisions of Chapter 9-0.00.

The Riverside School Board recognizes that extracurricular activities are an integral part of the fabric of our system of education. All recognized activities contribute to the overall education of those students who participate and would not be possible if not for those dedicated teachers, who, as an adjunct to their regular teaching duties, contribute to the extracurricular life of their schools.

Extra curricular activities vary from school to school, based on the size of the school, whether it is elementary or secondary, its general orientation and the availability of teacher volunteers and non-teaching volunteers. These factors all have an influence on the extracurricular programs offered to the students.

The Board recommends that each school support, to the extent that resources permit, extracurricular activities for the students without compromising the regular program within the school. In doing so, it recommends that each school administration, in addition to consulting with the school council, also consults with and seeks the support of the governing board regarding the extracurricular activities of the school.

The purpose of this policy is to encourage the voluntary participation of the teachers by providing special recognition for their contributions to these activities.

#### **Protocol**

1. An extracurricular activity is defined as an organized, recognized activity for and with a group of pupils, taking place outside the teacher's regular twenty-seven (27) hour work week.

Any activity considered as part of the teacher's workload is not covered by this policy. It should be clearly understood that occasional activities, such as day trips, e.g., Montreal, Ottawa, Quebec City, and so on, are excluded for the purpose of this policy.

2. The planning of activities must be done by the teacher in collaboration with the school administration.



3. When required, the teacher shall submit a written proposal to the school administration indicating the following:
  - a) the nature of the activity;
  - b) the objectives of the activity;
  - c) who is eligible to participate;
  - d) the portion of the school year during which the activity will take place;
  - e) the frequency and duration of sessions;
  - f) an estimation of costs, if any.
4. The meeting between the school administration and any staff members wishing to carry out an extracurricular activity during the year should normally take place in the early fall.
5. The school administration shall consult with the school council before determining those extracurricular activities eligible for compensation.
6. After consideration of the recommendations of the school council, the school administration will decide which activities are to be recognized for the purposes of these guidelines.
7. Recognized activities are those on which school council has been consulted.

#### **Forms of Recognition and Compensation**

1. A letter or certificate from the school administrator will be sent each year to the Director of Human Resources, outlining the contributions of the teacher volunteer participating in extracurricular activities. This letter shall be placed in the teacher's personal file. A copy of the letter will be forwarded to the teacher.
2. A recognition list stating names of staff members and the specific extracurricular activities in which they participated will be presented annually to the School Board.
3. The school may also make arrangements for internal recognition.
4. The teachers who participate in such approved activities shall be granted days off, to a maximum of three (3) workdays. These days shall be fixed in agreement with the school administration. These days shall not require substitution costs.

5. The number of days compensation to which a teacher is entitled shall be calculated as follows:

<u>Hours devoted to extracurricular activities</u>	<u>Days of compensation</u>
20 – 39	1
40 – 59	2
60 or more	3

The maximum hours to be counted outside of working hours on a school day or pedagogical day shall be six (6). The maximum hours to be counted on a weekend or holiday shall be six (6) hours per day.

**APPENDIX I**

**LETTER OF AGREEMENT REGARDING TEACHER ABSENCES**

**BETWEEN**

**RIVERSIDE SCHOOL BOARD (The Board)**

**AND**

**RIVERSIDE TEACHERS' UNION (The Union)**

**(In the event Appendix XV is revoked)**

WHEREAS the provisions of clause 5-11.00 of the Local Agreement regarding teacher absences do not stipulate a formula by which to determine the percentage of a day's absence for a teacher when absent for part of his/her workload assignment for any given day;

WHEREAS in the elementary sector, this has proven to be problematic as partial absences which represent "morning" or "afternoon" absences from work are processed differently depending on the school in question;

THEREFORE, the Union and the Board agree to apply a common formula, as follows, to provide equitable treatment of said "half day" absences:

Any teacher absence for a part of his/her daily work assignment which corresponds to the "**morning block**" (defined as being from the start of the school day up to the lunch break) for the school in which the teacher is working that day shall have the absence processed as absence for **0.6** of a day.

Similarly, any teacher absence for a part of their daily work assignment which corresponds to the "**afternoon block**" (defined as being from the lunch break to the end of the school day) for the school in which the teacher is working that day shall have the absence processed for **0.4** of a day.

The parties have signed in St. Hubert, Quebec on this 13<sup>th</sup> day of June 2013.

ON BEHALF OF THE BOARD

ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_