

# **Agreement**

**concluded between**

**on the one hand,**



commission scolaire  
**EASTERN SHORES**  
school board

**and**

**on the other hand,**



**2010-2015**

# Table of Contents

## SECTION I: LOCAL NEGOTIATIONS

1-1.00	PARTIES TO THE AGREEMENT .....	3
2-2.00	RECOGNITION OF LOCAL PARTIES.....	3
3-1.00	COMMUNICATION AND POSTING OF UNION NOTICES .....	3
3-2.00	USE OF BOARD PREMISES .....	3
3-3.00	DOCUMENTATION TO BE PROVIDED TO THE UNION.....	4
3-4.00	UNION SYSTEM .....	6
3-5.00	UNION DELEGATE.....	7
3-7.00	DEDUCTION OF UNION DUES .....	8
4-2.00	MECHANISMS OF PARTICIPATION.....	9
4-3.00	SCHOOL COUNCIL .....	10
4-4.00	EDUCATIONAL POLICIES COMMITTEE .....	12
4-5.00	PROFESSIONAL IMPROVEMENT COMMITTEE.....	14
4-6.00	SPECIAL EDUCATION PARITY COMMITTEE .....	16
4-7.00	COMMITTEE ON NEW TEACHERS .....	16
4-8.00	HEALTH AND SAFETY COMMITTEE.....	16
4-9.00	USE OF FUNDS RECEIVED TO SUPPORT THE TRAINING OF STUDENT- TEACHERS.....	17
4-10.00	REVIEW PANEL FOR AMENDMENTS REQUESTED BY VIRTUE OF ARTICLE 8- 10.00 .....	17
5-1.00	ENGAGEMENT .....	17
5-6.00	PERSONAL FILE.....	18
5-7.00	DISMISSAL .....	20
5-8.00	NONREENGAGEMENT .....	21
5-9.00	RESIGNATION AND BREACH OF CONTRACT .....	23
5-11.00	REGULATIONS REGARDING ABSENCES .....	24
5-12.00	CIVIL RESPONSIBILITY .....	24
5-15.00	LEAVES OF ABSENCE WITHOUT SALARY .....	25
5-16.00	LEAVES OF ABSENCE FOR MATTERS RELATED TO EDUCATION .....	26
5-18.00	CONTRIBUTIONS TO A SAVINGS INSTITUTION OR CREDIT UNION .....	27
5-21.00	ASSIGNMENT AND TRANSFER .....	27
6-8.00	REMUNERATION .....	31
8-5.00	DURATION OF WORKING TIME (CALENDAR YEAR).....	32
8-8.00	SPECIAL CONDITIONS .....	32

8-12.00	DISTRIBUTION OF DUTIES AND RESPONSIBILITIES AMONG TEACHERS OF A SCHOOL .....	34
9-2.00	GRIEVANCE AND ARBITRATION .....	35
10-8.00	HYGIENE, HEALTH AND SAFETY AT WORK .....	35
10-9.00	TRAVEL EXPENSES .....	36

**SECTION II: LOCAL ARRANGEMENTS**

1-1.00	DEFINITIONS.....	37
5-3.00	SECURITY OF EMPLOYMENT .....	37
5-5.00	PROMOTIONS.....	38
5-14.00	SPECIAL LEAVES .....	39
8-4.00	RULES CONCERNING THE FORMATION OF PUPIL GROUPS.....	40
8-7.00	WORKLOAD .....	41
8-8.00	SPECIAL CONDITIONS (NOON HOUR).....	41
11-2.00	ADULT EDUCATION AND VOCATIONAL EDUCATION RECALL LIST .....	41
11-10.00	SECURITY OF EMPLOYMENT .....	42
13-3.00	VOCATIONAL EDUCATION RECALL LIST .....	42
13-11.00	SECURITY OF EMPLOYMENT .....	42

**SECTION III: LETTERS OF AGREEMENT**

	ADULT EDUCATION / VOCATION EDUCATION .....	45
	COMPENSATORY TIME .....	47

# SECTION I: LOCAL NEGOTIATIONS

## 1-1.00 **PARTIES TO THE AGREEMENT**

1-1.10 Board: The Eastern Shores School Board

1-1.45 Union: Eastern Shores Teachers Association

## 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 certification and who fall within the field of application of this agreement for the purpose of implementing the provisions of this agreement between the board and the union.

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

3-1.01 The board recognizes the right of the union to post any document issued or authorized by the union or its provincial organization, on a bulletin board provided for that purpose.

3-1.02 A bulletin board, of reasonable size, shall be furnished by the board, to be located in each teacher's staff room for the exclusive use of the union. If a school has more than one staff room, the location of the bulletin board shall be determined by the school administration, in consultation with the school council.

3-1.03 The board recognizes the right of the union to ensure the distribution of the documents mentioned in clause 3-1.01 and their delivery to teachers, but at times other than when they are teaching.

3-1.04 The school administration shall transmit, as soon as possible, to the union delegate or his or her substitute, any information, document, or other communication originating from the union, or its provincial organization.

## 3-2.00 **USE OF BOARD PREMISES**

3-2.01 The board agrees to provide a meeting place for union purposes. Such use of school premises shall be governed by clauses 3-2.02, 3-2.03 and 3-2.04.

3-2.02 Should the teachers of a school wish to hold union or professional meetings in a room of their school, the following conditions shall apply:

- a) The school administration shall be informed of the need.
- b) The meeting shall not be held during normal class hours, and shall not interrupt the continuity of the pupils' courses.
- c) A suitable meeting place is available.
- d) The school administration shall indicate which rooms are to be used for the meetings.

- e) There shall be no charge for the rooms.
- f) The rooms must be left in the same order provided.

3-2.03

Should the union wish to hold either a general meeting for all members of the union or a meeting called for a group of members of the union, the following conditions shall apply:

- a) The school administration shall be informed of the meeting at least forty-eight (48) hours prior to the meeting. For emergency situations the school administration must have sufficient time to make suitable arrangements.
- b) A suitable meeting place is available.
- c) The school administration shall indicate which rooms are to be used.
- d) There shall be no charge for the rooms.
- e) The rooms must be left in the same order provided.

3-2.04

The school administration must be informed prior to the meeting of any guest invited to these meetings.

3-2.05

Upon the request of the union, and provided that a suitable space is available, the board may supply, without charge, a room for the exclusive use of the union in the school where the President of the union teaches, or in a school in the area.

3-3.00

**DOCUMENTATION TO BE PROVIDED TO THE UNION**

3-3.01

The board shall, at the same time as they are transmitted to the school to be posted on the school notice board, transmit to the union, copies of all regulations, resolutions, directives and communications concerning one or more groups of teachers and the educational organization of the schools.

3-3.02

- a) The board shall transmit to the union, prior to September 30<sup>th</sup> of each school year, the preliminary list of all teachers hired for each school.
- b) The teacher substitute list shall be revised twice annually. The board shall transmit to the union by November 1<sup>st</sup> and March 1<sup>st</sup> of each year, the approved list as identified by clause 8-8.05.01(b).
- c) The board shall transmit to the union by November 1<sup>st</sup> of each year a copy of the teacher summary sheet of each teacher.

In addition, the board shall, at the same time, provide to the union a breakdown of the workload (the timetable) of each teacher, in conformity with chapter 8.00 of the entente.

- d) The board shall transmit to the union by October 15<sup>th</sup> of each school year the seniority list for teachers as established in Article 5-2.00.
- e) The board shall transmit to the union by November 1<sup>st</sup>, the number of students identified in accordance with Appendix XXXI of the entente. For the purpose of applying this clause, the students referred to are those described in Appendix XXXI – II (A & B). This does not include students defined as at risk as defined by Appendix XXXI – I.
- f) The board shall transmit to the union prior to November 1<sup>st</sup>, the enrolment as established on September 30<sup>th</sup>.
- g) The board shall transmit to the union prior to April 30<sup>th</sup>, the projected enrolment for the following year.

3-3.03 The board shall supply the union with an electronic version (email attachment) of the following documents:

- a) Prior to each scheduled meeting of the Executive Committee or the Council of Commissioners, the agenda of the said meeting.
- b) A copy of the unapproved minutes of the Executive Committee and the Council of Commissioners Meetings, free of charge, and at the same time as they are circulated to school board members. This documentation shall not be used for public distribution.
- c) A copy of the approved minutes of the Executive Committee and the Council of Commissioners meetings at the same time as they are made public.

3-3.04 a) No later than the first instalment of the annual salary, the board shall supply each teacher and the union with a statement of the days accumulated in his/her bank of days to which he/she was entitled, as of the preceding June 30<sup>th</sup>.

b) Notwithstanding clause 3-3.04(a), the board shall supply, by no later than August 15<sup>th</sup>, each teacher who leaves the service of the board with a statement of days accumulated in his/her bank of days to which he/she was entitled as of the preceding June 30<sup>th</sup>.

3-3.05 The union shall be advised, as soon as possible, of changes in information provided by the board to the union.

3-3.06 The board shall forward to the union a copy of each letter granting leave of absence to each teacher.

3-3.07 The union shall transmit to the board the names of its union delegates and executive within fifteen (15) days following their appointment, and shall advise the board of every subsequent change.

3-3.08 The board shall forward to the union no later than March 1<sup>st</sup> or within ten (10) days of the reception of this information from the Ministère de l'Éducation, du Loisir et du Sport (MELS) of each school year, a statement

as to the subsidized cost (average salary) of its teachers for the current school year.

3-3.09 In the case of a teacher who is transferred from another school board for reasons of surplus, the board shall supply the union with information from the other school board, which established the seniority, experience and qualifications of the teacher.

3-3.10 In accordance with article 5-3.00, the board shall supply the union with the following information, as per the time constraints indicated by forwarding copies of letters sent to teachers concerned, or by compiling lists or notices:

**By April 1<sup>st</sup>**

a) The names of teachers receiving provisional transfer notices due to scheduled (or anticipated) school closings, as indicated by clause 5-3.09.

**By April 30<sup>th</sup>**

b) The names of the teachers identified for each category or sub-category, through application of clause 5-3.11;

c) The names of the teachers identified as excess at the school level, through application of clause 5-3.13;

**By June 1<sup>st</sup>**

d) The names of the teachers who remain in excess, through application of clause 5-3.15;

e) The names of the teachers who have been displaced, through the application of clause 5-3.15;

f) The names of the teachers who remain identified, through the application of clause 5-3.16;

g) The names of the teachers who have been displaced, through application of clause 5-3.16;

h) Copies of all notices to teachers as referred to in clauses 5-3.18 and 5-3.23.

3-3.11 The provisions of this article 3-3.00 shall not limit or prevent the union from requesting and receiving from the board, such educational or organizational information as may be required, if it is available and non-confidential.

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 responsibilities 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**

3-7.01

- a) Before July 1<sup>st</sup> of each year, the union shall notify the board in writing of the amount(s) set as regular union dues by the union (for each category of members). Failing such notice, the board shall make deductions in accordance with the last notice received.
- b) Notwithstanding the provisions established in (a), sixty (60) days before it becomes deductible, and only twice a year, the union shall notify the board in writing of the amount set aside as an increase of the regular union dues by the union.
- c) Sixty (60) days before it becomes deductible, and only twice a year, the union shall notify the board in writing of the amount set as special union dues.

3-7.02

- a) When the board has received the notice provided for in clause 3-7.01(a), it shall deduct in equal amounts from every payment of salary:
  - the regular union dues in the case of every teacher who is a member of the union.
  - the equivalent of the regular union dues in the case of every 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 begin deductions in accordance with the time provided.
- c) When the board has received the notice provided for in clause 3-7.01(c), it shall begin deductions in accordance with the time provided.

3-7.03

In the case of the teacher who enters the service of the board after the beginning of the academic year, or leaves the service of the board before the end of the academic year, the board shall deduct, on a pro rata basis (based on the number of teacher working days), the amount set as union dues by the union.

3-7.04

By October 15<sup>th</sup> at the latest, and subsequently on the 15<sup>th</sup> day of each month at the latest, the board shall forward to the union, and/or any organization designated by the union, a cheque representing the amounts deducted during the previous month in accordance with clauses 3-7.01, 3-7.02, 3-7.03 together with a list of the persons assessed and the amount deducted from each.

3-7.05

The board, having received the notice indicated in clause 3-7.01(c), and having made the deduction on the special union dues in conformity with clause 3-7.02(c), shall forward to the union a cheque representing the amount deducted, together with a list of the persons assessed and the amount deducted from each, and this within ten (10) days of the deduction being made.

4-2.00

## **MECHANISMS OF PARTICIPATION**

4-2.01

The goal of participation at any level is to ensure that the educational system functions to its greatest advantage for the students. For this reason, the opinions of teachers, being most directly involved in the educational process, are encouraged and solicited in the formation of educational policies. Such participation shall take place through the participatory committees described in this article.

4-2.02

All participatory committees established in the agreement must, as a matter of obligation, be consulted on all subjects for which the provisions of this agreement stipulate that the board or the school administration is obliged to consult them. Such consultation is to take place prior to the board or the school administration adopting a board resolution or implementing a decision, on the matters subject to participation.

4-2.03

When a matter is referred to a participatory committee by the board or its representatives, this committee must meet prior to the next school board meeting, if at all possible, to consider the matter.

4-2.04

Each participatory committee must have a reasonable period of time in which to fulfill its obligations.

4-2.05

The board or the school administration shall take into consideration the recommendations delivered by the participatory committees provided for in this agreement, on those matters that have been referred to them in accordance with clause 4-2.02.

4-2.06

Each party to this agreement shall submit a list of participatory committee members to the other party before November 15<sup>st</sup>, each year for as long as this agreement is in force.

4-2.07

Each participatory committee provided for in this chapter will establish its own rules of internal procedure.

4-2.08

Participation shall be considered to have taken place when documents with supporting resolutions and/or recommendations of the participatory committees provided for in this agreement have been recorded in the minutes and/or forwarded to the board or the school administration by the Chairperson of the respective committees.

4-2.09

At its first meeting of each year the Educational Policies Committee (E.P.C.), the Professional Improvement Committee (P.I.C.), the Special Education Parity Committee (S.E.P.C.), the Committee on New Teachers, and the Health and Safety Committee shall adopt a policy for the location of meetings for the year.

4-2.10

Unless decided otherwise, all meetings of the EPC, PIC, SEPC, the Committee on New Teachers and the Health and Safety Committee shall normally be held during the school day, in accordance with 3-6.02(e) of the entente.

4-2.11

The board will pay the travel costs associated with parity committee meetings with the exception of the substitution of teachers, which shall be the responsibility of the union.

4-3.00 **SCHOOL COUNCIL**

4-3.01 The teachers of a school shall contribute to the pedagogical and disciplinary administration of that school through the operation of a school council.

4-3.02 Decision-making shall be the exclusive responsibility of the school administration unless clause 4-3.07 applies.

4-3.03 The school council shall be composed of at least three teachers, where possible, for staff up to twelve (12) teachers and, thereafter, one teacher member for every four teachers. The union delegate and school administration of a school are school council members ex-officio; the remaining members are elected from the teaching staff by their colleagues.

4-3.04 At a staff meeting held within the first three working days of the school year, the staff shall elect the members of the school council for the current school year. Failing this, the school council will be elected at the first staff meeting of the new school year.

4-3.05 If a school council member resigns, the council shall, within thirty (30) days, convene a meeting of the teachers to elect a replacement.

4-3.06 The school council shall be consulted on the manner of applying, in the school, decisions of a pedagogical or disciplinary nature emanating from the board and those which the board may receive for implementation from the Ministry of Education, or its agents.

The school council must be consulted on:

1. The educational project and school success plan of the school, as referred to in 4-1.02(d), and the means of implementing them.
2. The school organization (groupings and class sizes).
3. The distribution of duties and responsibilities assigned to teachers in the school.
4. The supervision of students including the code of conduct and application thereof.
5. The general organization of student activities.
6. The integration of new teachers of the staff, particularly teachers new to the profession.
7. The intent, formulation and application of pertinent new laws or board policies.
8. The organization of professional days at the school level.
9. Homeroom duties.

10. The establishment of budgetary priorities in the school for teaching materials, textbooks, computers and software, as well as audio/visual aids.
11. The collection, sale or distribution of material benefiting outside, non-profit or service organizations. However, an individual teacher shall not, under any circumstances, be obliged to participate in the collection, sale or distribution of such material.
12. Implementation of new teaching methods, as referred to in clause 8-1.02 of the entente.
13. Selection and use of textbooks and instructional materials as referred to in clause 4-1.02(c).
14. Changes in informal communication and report cards.
15. Student evaluation policy, as referred to in clause 4-1.02 (a).
16. Reporting, as referred to in clause 8-2.01(h)
17. Reports of students' lateness and absenteeism, as referred to in clause 4-1.02(b).
18. Emergency substitution.
19. The establishment of the school special education committee by September 15<sup>th</sup>.
20. Any question referred to it by a member of the teaching personnel or school administration.
21. The school's rotational cycle (i.e. number of days per cycle).

4-3.07 When the school administration brings a matter to the attention of the school council he/she must indicate to the school council whether he/she is granting it the decision-making power on this matter or merely asking the school council for advice.

4-3.08 Decisions originating from the school council shall normally be endorsed by the school administration, unless such a decision is contrary to school board policy, government regulations, or any other relevant legal statute. If such a decision is not endorsed, the school administration shall indicate to the school council his/her reasons for the rejection of the decision, which shall be recorded in the minutes of the meeting.

4-3.09 On those matters for which the school administration is obliged to consult the school council, according to the provisions of article 4-3.06, due notice of the inclusion of such items on the agenda shall be given to the school council by the school administration.

4-3.10 The operation of the school council shall be as follows:

- a) At its first meeting, the school council shall elect a chairperson and a secretary from among its members.

- b) The school council shall meet at least once per month between September 1<sup>st</sup> and June 30<sup>th</sup>. Such meetings shall be held outside the pupils' timetable.
- c) All school council meetings shall be open to all regular teaching staff and other staff members involved with student services.
- d) Matters decided by vote shall require a simple majority of the council members.
- e) Whenever any matter is under consideration, the school council shall hear, during its meeting, at no cost to the board, any person whom the school administration or a member of the school council wishes to be heard on the matter under discussion. The chairperson of the school council shall be informed twenty-four (24) hours before the meeting of:
  - i) the name of the visitor; and
  - ii) the reason for the visit.
- f) The school council must inform all teachers in the school of its resolutions and report to them on its deliberations. For this purpose, the school administration will provide secretarial assistance, if at all possible, according to 8-8.02.
- g) All members of the school council shall have the right to vote.

4-4.00

**EDUCATIONAL POLICIES COMMITTEE**

4-4.01

The members of the teaching personnel shall be consulted on the development of educational policies of the board and on the development of general rules for implementing the said policies, by their contribution to the formation and operation of a participatory committee.

This participatory committee shall be called the Educational Policies Committee, hereafter referred to as the E.P.C.

All minutes, letters, or other communication from the E.P.C. shall have the sole heading "Educational Policies Committee".

4-4.02

There shall be a single committee for studying policies related to both elementary and secondary levels.

4-4.03

Composition of the Committee shall be as follows:

- a) Membership on the E.P.C. shall be on a parity basis; but the committee must be composed of at least six (6) members.
- b) The board shall appoint three members from among its board members, from among its administrative staff, from among its professional personnel; the union shall appoint three members from among the teachers in the service of the board. If a member cannot be present at a particular meeting, a substitute may act in his/her place.

- c) If the board and the union agree, the number of members specified in 4-4.03(a) and (b) may be increased.
- d) The E.P.C. may create any sub-committee it deems necessary for its operation, but these sub-committees shall remain responsible to the above participatory committee.

4-4.04

Operation of the Educational Policies Committee shall be as follows:

- a) The E.P.C. shall meet at least two (2) times during the period of September 1<sup>st</sup> to June 30<sup>th</sup> each year. By agreement the E.P.C. may meet more often.
- b) At the first meeting of each year, the E.P.C. shall appoint a chairperson and a secretary from among its own members. On even numbered years, the board will assume the role of chairperson and the union will assume the role of secretary whereas on odd numbered years the union will assume the role of chairperson and the board will assume the role of secretary.
- c) A quorum for a meeting of the E.P.C. shall consist of two (2) members or their substitutes appointed by the board, and two (2) members or their substitutes appointed by the union.
- d) Decisions shall be on the basis of majority of the members present, the chairperson having the right to one (1) vote on all questions.
- e) The E.P.C. may invite to a meeting, at no cost to the board, any person who may enlighten or inform the E.P.C. on the matter under discussion.
- f) Minutes of the meeting of the E.P.C. shall be prepared as soon as possible after the meeting and forwarded to the board and the union. Minutes shall be posted on the union and board websites.
- g) All meetings of the E.P.C. shall be held during the school day, unless otherwise determined by majority decision of the members.

4-4.05

In keeping with article 4-2.05, recommendations of the E.P.C. shall have significant influence on the formation of policies as they are developed and implemented by the board. Therefore, the following matters are subject to consultation with the Educational Policies Committee:

1. New teaching methods and how to implement them.
2. The evaluation and examination of pupils in their studies, including report cards and reporting policy (frequency) as referred to in 4-1.01(b) and (c).
3. Introduction of new courses as referred to in 4-1.01(f) and (g).
4. Educational research and experimentation.

5. Criteria concerning the selection of instructional materials and textbooks as provided for in clause 8-1.03 as referred to in 4-1.01(g).
6. The integration of Special Education.
7. Timetabling, as referred to in 4-1.01(h), including the scheduling policy throughout the board insofar as it refers to the number of days per cycle at the school level.
8. Particular educational services in economically depressed areas, as referred to in clause 4-1.01(e).
9. Technological changes and the use of computers as referred to in clauses 4-1.03(a) and (b).
10. Any other item specified in the education act.
11. Employee assistance program as referred to in 4-1.01 (d).
12. Changes to report card as referred to in 4-1.01 (a).

The union or the board has the right to place on the agenda of a meeting of the E.P.C. any of the matters listed in 1 to 12 and a) to g) above. Through the simple majority vote of its members, the E.P.C. shall study any other problem submitted to it.

- 4-4.06
- a) In keeping with the principles outlined in 4-2.02, 4-2.04 and 4-2.05, recommendations of the E.P.C. must be submitted as soon as possible to the Executive Committee of the board for its consideration and decision.
  - b) The Executive Committee of the board must respond, as soon as possible, to a recommendation of the E.P.C.
  - c) Should the board reject a resolution of the E.P.C. the E.P.C. shall be informed, in writing, of the reasons, which prompt the board's position on the matter.

4-5.00 **PROFESSIONAL IMPROVEMENT COMMITTEE**

4-5.01 The union and the board shall form a parity committee to administer funds provided for Professional Improvement and to establish Professional Improvement priorities. This committee shall be known as the Professional Improvement Committee, hereafter referred to as the P.I.C.

All minutes, letters or other communication from the P.I.C. shall have the sole heading "Professional Improvement Committee."

4-5.02 It shall be the P.I.C.'s responsibility to identify priority needs in professional improvement and to plan to meet these needs.

4-5.03 Three (3) representatives of the board and three (3) members of the union shall be appointed to the P.I.C. An alternate may replace a member who is unable to attend a particular meeting.

- 4-5.04 The funds allocated by the entente in clauses 7-1.01, 7-1.02 and Appendix XVII and Appendix XXV, may be disbursed only by resolution of the board, in accordance with the policies established by the P.I.C.
- 4-5.05 The first meeting of the school year shall be held at the board office in October and shall be called jointly by the union and the board.
- 4-5.06 If requested by the P.I.C., the committee will undertake a survey of teachers to ascertain which programs in professional improvement meet the needs of teachers.
- 4-5.07
- a) By October 15<sup>th</sup> of each school year, the ESSB Director of Finance will provide the P.I.C. with a financial statement of the P.I.C. funds disbursed prior to June 30<sup>th</sup> of the preceding school year.
  - b) At each meeting of the P.I.C., the ESSB Director of Finance, or his/her designated representative from the board, shall make available to the committee, a statement detailing a list of expenditures, as well as a trial balance of current funds available, based on disbursements of the P.I.C. since the previous meeting of the committee.
- 4-5.08 Operation of the Professional Improvement Committee shall conform to the following:
- a) The P.I.C. shall meet at least two (2) times a year, including the meeting in October. By agreement the Committee may meet more often.
  - b) At the first meeting of each year, the P.I.C. shall appoint a chairperson and a secretary from among its own members. On even numbered years, the union will assume the role of chairperson and the board will assume the role of secretary whereas on odd numbered years the board will assume the role of chairperson and the union will assume the role of secretary.
  - c) A quorum for a meeting of the P.I.C. shall consist of two (2) members or their substitutes appointed by the board, and two (2) members or their substitutes appointed by the union.
  - d) Decisions shall be on the basis of a majority of the members present, with the chairperson having the right to one (1) vote on all questions.
  - e) The P.I.C. may invite to a meeting, at no cost to the board, any person who may enlighten or inform the committee on the matter under discussion.
  - f) Minutes of the meeting of the P.I.C. shall be prepared as soon as possible after the meeting and forwarded to the board and the union. Minutes shall be posted on the union and board websites.
  - g) All meetings of the P.I.C. shall be held during the school day, unless otherwise determined by majority decision of the members.



4-5.09 The board will assume all substitution costs relating to teacher travel and absences as long as said travel and absences receive prior authorization and are in conformity with the current P.I.C. policy.

4-6.00 **SPECIAL EDUCATION PARITY COMMITTEE**

4-6.01 The mandate of the SEPC is established in clause 8-9.02.

4-6.02 The SEPC shall be comprised of six (6) members: three (3) representing the board and three (3) representing the union.

The Director General of ESSB and the President of ESTA shall be members of this committee.

4-6.03 a) The SEPC shall meet at least two times during the school year. The SEPC may agree to meet more often.

b) The first meeting shall be held in August, and shall be called jointly by the union and the board.

c) All meetings of the SEPC shall be held during the school day unless otherwise determined by majority decision of the committee.

d) Minutes of the SEPC shall be prepared as soon as possible after the meeting and posted on the union and board websites.

4-7.00 **COMMITTEE ON NEW TEACHERS**

4-7.01 The mandate of the Committee on New Teachers is

1. To produce and distribute information for beginning teachers and new teachers to the board;

2. To develop and implement a teacher induction program (including both professional/career issues and union involvement).

4-7.02 The Committee on New Teachers shall be comprised of six (6) members: three (3) representing the board and three (3) representing the union.

4-7.03 The committee will meet for the first time no later than September 30<sup>th</sup>. Meetings shall be held as needed and normally during the school day unless there is an agreement otherwise.

4-7.04 The committee will produce an annual report in place of minutes for each of its meetings. Copies of the annual report shall be provided to both the union and the board.

4-8.00 **HEALTH AND SAFETY COMMITTEE**

4-8.01 The mandate of the Committee on New Teachers is

1. To recommend measures and procedures to prevent occupational injury/illness.

2. To discuss and find viable solutions to health and safety issues in ESSB.

3. To provide training and information to improve and maintain health and safety in the working environment.

4. To be consulted on the formation of health and safety policies as they are developed and implemented by the board.

4-8.02 The committee will be comprised of at least one (1) member from the board, one (1) member from ESTA, and one (1) from each of the other unions within the board.

4-8.03 The committee will meet at least two (2) times during the school year. The committee may meet more often if the need arises and there is an agreement and upon approval of the Director General.

4-8.04 Minutes of the committee's meetings shall be prepared as soon as possible after the meeting and forwarded to the board and the union. Minutes shall be posted on the union and board websites.

4-9.00 **USE OF FUNDS RECEIVED TO SUPPORT THE TRAINING OF STUDENT-TEACHERS**

4-9.01 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.

4-9.02 A teacher must be consulted before having a student-teacher placed in his/her class.

4-10.00 **REVIEW PANEL FOR AMENDMENTS REQUESTED BY VIRTUE OF ARTICLE 8-10.00**

4-10.01 The panel shall review and make recommendations concerning any request that is made by a school in accordance with article 8-10.00.

4-10.02 The panel shall consist of the Director General of the board and the local union President.

5-1.00 **ENGAGEMENT**

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

5-1.21 Every teacher who is engaged by the board must:

- a) provide proof of his or her qualifications and experience;
- b) provide original certificates, diplomas and degrees as well as official transcripts of marks to the board;
- c) provide proof of teaching or relevant experience;

- d) complete a declaration of judicial record form in accordance with board policy. If the results of the declaration are deemed unsatisfactory by the Board, employment will be terminated immediately;
- e) produce any other information required, in writing, following the application for employment.

5-1.22 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 5-1.21, when it is possible to do so, shall constitute a reason for terminating the teacher's contract by the board.

5-1.23 The teacher must inform the board in writing of any change of address or telephone number.

5-1.24 At the time of the engagement of a teacher under contract, the board shall provide the teacher with:

- i) an application form for membership in the union;
- ii) an application form for participation in the insurance plan or for exemption, if need be.

5-1.25 When completed, or no later than thirty-five (35) workdays from the first workday, the board shall provide a copy of the teacher's contract of engagement to the teacher concerned and to the union. In the case of a contract obtained under the second paragraph of clause 5-1.08, the time limit shall be the 61<sup>st</sup> workday.

5-6.00 **PERSONAL FILE AND EVERY OTHER QUESTION RELATED TO DISCIPLINARY MEASURES AND SANCTIONS OTHER THAN 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 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 only terminate a teacher's contract of engagement for one of the following reasons: incapacity, negligence in the performance of his or her duties, insubordination, misconduct or immoral behaviour.

5-7.02 The 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 only be terminated between the 15<sup>th</sup> and the 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 the engagement or not, shall be made. The union and the teacher concerned may intervene and be present during the vote at the public meeting. The union and the board shall determine the terms and conditions of the intervention.
- 5-7.07 Within three (3) workdays of the board's decision, the board shall send a notice to the teacher and the union by registered or certified mail, by fax, or delivered by hand or bailiff of its decision to terminate or not the teacher's contract of engagement and, as the case may be, of the date on which the teacher resumed or is to resume his or her duties.
- 5-7.08 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.
- 5-7.09 In the case where criminal proceedings are initiated 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 judgment; such notification must be given within twenty (20) days of the date on which the judgment was issued.
- 5-7.10 The board agrees not to invoke the absence of legal qualifications to terminate the contract of a teacher engaged as such.
- 5-7.11 Should the union wish to submit a grievance, it must do so in accordance with article 9-2.00.
- 5-7.12 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the dismissal was followed and whether the reasons given by the board in support of such a dismissal constitute one of the reasons for termination specified in clause 5-7.01.
- The arbitrator may modify or annul the board's decision if the procedure prescribed was not followed or if the reasons for dismissal are not justified or do not constitute sufficient cause for dismissal. The arbitrator may order that the teacher in question be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.
- 5-8.00 **NONREENGAGEMENT**
- 5-8.01 This article applies to regular teachers only.

- 5-8.02 The board may decide to nonreengage 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<sup>th</sup> 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 nonreengagement because of a surplus of personnel within the framework of article 5-3.00.
- 5-8.04 As soon as the union receives the list, it may investigate and make the representations it deems necessary.
- 5-8.05 At least twenty-four (24) hours before the meeting is held, the union shall be notified of the date, time and place where the decision regarding nonreengagement shall be made.
- The union and the teacher concerned may intervene and be present for the vote during the public meeting. The board and the union may determine the terms and conditions of the intervention.
- 5-8.06 The board must, before June 1<sup>st</sup> of the current school year, send a written notice by registered or certified mail, by fax, or delivered by hand or bailiff, to the teacher concerned and the union of its decision not to renew the engagement of the teacher for the following school year. The notice must contain the reason or reasons justifying the board's decision.
- A decision concerning a nonreengagement 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 position for two periods of 160 workdays or more or, if there was a change in employer, three periods of 160 workdays, where each period falls in a distinct year of engagement included in a continuous period not exceeding five years.
- 5-8.09 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the nonreengagement was followed and, where applicable, whether the reason or reasons given by the board in support of the nonreengagement constitute one of the reasons for nonreengagement 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 nonreengagement are not well founded or do not constitute sufficient cause for nonreengagement. The arbitrator 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.

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 the time limit, provided the board engages a replacement for the teacher.

In the case of a resignation submitted between June 15<sup>th</sup> 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 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 5-7.09, that a judgment 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 and 5-7.06.

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

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

5-11.00 **REGULATIONS REGARDING ABSENCES**

5-11.01 In all cases of absence the teacher concerned must notify the school administration of his/her departure and his/her return according to the established policy of the school, except in cases where this is an impossibility.

5-11.02 On his/her return to duty, the teacher shall complete a form, indicating the reason for the absence, and submit it to the school administration of the school.

5-11.03 A teacher requested to produce a medical certificate, in order to substantiate an absence, shall be granted a half-day leave of absence without loss of salary if it is necessary for him/her to attend an appointment with his/her doctor in order to obtain the medical certificate.

5-11.04 All cases of absence at both the elementary and secondary levels shall be calculated according to formula as described in appendix XIV of the 2010-2015 Provincial Entente.

5-11.05 A teacher shall not be required to report to, and be present in his/her school on days when classes are cancelled or when the school is closed due to poor weather conditions. When classes are cancelled during a school day, teachers are required to remain in school until students have left the premises.

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.

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

5-15.01 A teacher must request a leave of absence without pay prior to April 1<sup>st</sup> for the next school year.

5-15.02 During a leave of absence without salary provided for in this article, the teacher shall not be entitled to any monetary benefit other than those stipulated in this article.

5-15.03 Every regular teacher with the board may benefit from the provisions of this article. However, a teacher whose Permit, which is due to expire at the end of the current school year, shall not benefit from these provisions until the said Permit has been renewed, or replaced by a permanent teaching license.

5-15.04 The board shall grant upon request a leave of absence without pay for a period normally not exceeding one contractual year for any of the following reasons:

- 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 distressful family circumstances such as the serious illness of a spouse, child or parent.
- d) In order to take up full-time study.
- e) In order to work in a field related to his/her teaching assignment.
- f) In order to look after a child under age four at home.
- g) For any other reason deemed valid by the board.

5-15.05 The board may not refuse a full-time leave without salary, either for the entire school year, or to complete the school year, provided that the leave begins on, or prior to, October 15<sup>th</sup>, if the granting of such leave permits the latter to assign a teacher referred to in clause 5-3.36(a), or to recall a teacher placed on availability.

Moreover, the board may not refuse a part-time leave without salary, provided that this permits the board to use the services of a teacher on availability.

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

5-15.06 The board may grant a regular teacher who so requests a part-time leave of absence without salary for a complete year or for a lesser duration. The board and the teacher shall agree beforehand on the terms and conditions concerning the obtaining of such leave.

5-15.07 Should a teacher who is on leave of absence without pay use such leave for purposes other than that stated in his/her application for such leave, the board may cancel the leave of absence or terminate the teacher's contract.

5-15.08 The teacher on leave of absence without pay shall be entitled to apply for a promotion.

5-15.09 All teachers granted leaves of absence without pay under the provisions of Article 5-15.00 shall be reintegrated upon their return to duty, subject to the provisions of Articles 5-3.00 and 5-21.00.

5-15.10 Leaves of absence without pay granted under Article 5-15.00 may be renewed upon request.

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, 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                    **CONTRIBUTIONS TO A SAVINGS INSTITUTION OR CREDIT UNION**
- 5-18.01                    The union shall notify the board of its choice of a single savings institution or credit union for its members. It shall forward the board a standard deduction authorization form.
- 5-18.02                    The board shall collaborate in facilitating the actual realization for such an initiative.
- 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 days of their deduction.
- 5-18.06                    The list of changes to be made in deductions shall be issued only between October 1<sup>st</sup> and 31<sup>st</sup> and between the first and the last day of February of each year.
- 5-21.00                    **SECTION B    ASSIGNMENT AND TRANSFER**
- PROCEDURES OF ASSIGNMENT AND TRANSFER SUBJECT TO CRITERIA NEGOTIATED AND AGREED TO AT THE PROVINCIAL LEVEL**
- 5-21.10                    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**
- 5-21.11                    a) For the purpose 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. The 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) Each year, every teacher who wishes to express his/her assignment preference for the following year must inform the school administrator in writing prior to April 15<sup>th</sup>.
- e) 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.
- f) 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.
- g) Two 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 exchange to the teachers concerned with a copy to the union.

## **TRANSFER**

5-21.12

- 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.
- 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 5-21.17 and 5-21.18 must be respected.
- c) With a view to encouraging voluntary transfers, 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<sup>st</sup> 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, while respecting clause 5-21.08 of the entente, is a transfer necessitated:
  - 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.
- by a drop in the number of students receiving instruction in the category or subcategory to the grouping plan to which the teacher is attached. No teacher shall be transferred for this reason after October 15<sup>th</sup>.

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**

5-21.13 In applying this section, when the board must take seniority into account (excess situations), and two 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.

- 5-21.14
- 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.

- 5-21.15
- a) Before April 30<sup>th</sup> 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.
  - b) Before April 30<sup>th</sup> 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 workdays in which to notify the school administration in writing of their preference with respect to the needs posted in accordance with clause 5-21.15.
  - 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. The offer is subject to acceptance by the board.
  - 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.
  - d) 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, preference shall be given to a teacher subject to compulsory transfer rather than one seeking a voluntary transfer.
  - e) 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.
- 5-21.17
- Before June 1<sup>st</sup>, the board shall inform the teacher and the union of transfers (voluntary or compulsory) 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.
- 5-21.18
- Teachers on availability as well as teachers who will be on availability or assigned to regular supply effective July 1<sup>st</sup> shall be informed, in writing, by the board of their provisional assignment and school. A copy shall be sent to the union.
- 5-21.19
- If a vacancy occurs between June 1<sup>st</sup> and the first day of classes 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 or more teachers meet the criteria, the teacher with the most seniority shall be approached first.
- Until one 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.
- 5-21.20
- With the exception of teachers transferred by virtue of clause 5-21.19, a teacher transferred during the current school year for that school year shall be given at least three 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.

6-8.00

**REMUNERATION**

6-8.01

- a) All sums referred to in clause 6-7.01 of the entente shall be paid before noon on the day when payment is due, at the teacher's place of work.
- b) Notwithstanding clause 6-8.01(a), a teacher may opt to have his/her salary deposited directly to a bank, trust company, credit union, etc. of his/her choice, and this to be deposited into his/her account.
- c) The teacher, having opted for the system described in clause 6-8.01(b), shall receive his/her pay statement at the same time that the salary referred to in clause 6-8.01(a) is distributed.
- d) Notwithstanding clause 6-8.01(a), (b), (c), the board shall not be responsible for delays of up to twenty-four (24) hours caused by poor weather conditions.
- e) In the case of strikes, which affect salary payment, the board and the union will meet to determine the method of payment.

6-8.02

- a) Each teacher shall receive his/her cheque and/or pay statement in an individual envelope sealed at the board office. If a teacher opts for a digital pay stub, they may do so upon written request (providing that the board offers this service).
- b) The pay statement shall indicate accumulations on all deductions made on gross pay at source. In addition, the rate and reason for all deductions indicated by "miscellaneous" on the pay cheque stub shall be explained.

6-8.03

- a) The first pay of the school calendar year shall be accompanied by a statement indicating the teacher's degree of participation in the insurance plans provided for in Article 5-10.00 of the entente.
- b) Should a change in the regular deductions occur during the school year, and such a change affect a majority of the teachers employed by the board, a notice explaining the change shall be posted in each school staff room.
- c) Any changes or additions to the deductions listed under "miscellaneous" which may occur subsequent to the notice provided for in clause 6-8.02(b) shall be explained by a note attached to the pay statement upon which the change has been made.
- D) 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.

6-8.04

The financial compensation due to a teacher as a result of oversize classes shall be paid once a school year before the end of June.



6-8.05 All monies due to each teacher for unused cash value sick days shall be included with the last pay in June of each school year.

6-8.06 All sums, in addition to a teacher's regular pay shall be accompanied by an explanation.

6-8.07 The teacher who leaves the employ of the board during the school year shall be entitled to all monies owed within four weeks of departure.

8-5.00 **DURATION OF WORKING TIME (CALENDAR YEAR)**

8-5.02 a) The union and the board shall meet prior to May 1<sup>st</sup> of each school year to commence negotiations on the placement of the work days for the following school year. The process should be finalized by May 15<sup>th</sup>.

b) When establishing the school calendar, the board and union agree to abide by the following minimum distribution of professional days:

2 days beginning of the school year

2 days QPAT Convention

1 day Post-Christmas preparation

1 day February / March / April mid-term

2 days End of the school year

c) There shall be a maximum of twenty (20) professional days; normally fourteen (14) days to be fixed at the level of the board, and six (6) floating days to be used at the discretion of the individual schools, subject to the consultation of the school council and the approval of the school administration.

d) Notwithstanding clause 8-5.02(a), the board and the union may agree to make modifications to the placement of days referred to in clause 8-5.02(b) and (c).

8-8.00 **SPECIAL CONDITIONS**

8-8.05.1 a) In case of a teacher's absence, the replacement shall be assumed either by a teacher on availability or by a teacher assigned in whole or in part to substitution. Failing this, the board shall call upon:

**EITHER**

b) an occasional substitute registered on a list maintained by the board for this purpose .

**OR**

- c) the teachers of the school who have reached the maximum of their workload and who wish to do so on a voluntary basis, with compensation.

**OR**

- d) If none of the foregoing is available, the other teachers of the school according to the following emergency system; to deal with such emergency situations, the school administration, after consulting the teachers of its school, shall draw up an emergency system among the teachers of the school in order to permit the smooth operation of the school. It shall assure each teacher in its school that he/she will be 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 obligation to undertake such substitution within the emergency system as of the third consecutive day of a teacher's absence.

8-8.05.2

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

- a) The teacher shall be required to attend these meetings within the twenty-seven (27) hours provided for in clause 8-6.02 as well as during the times provided for in the following paragraph (b); however, he/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 during the work year more than:
  - 1) Ten 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 but may exceed the framework of the teacher's work-week as provided for in clause 8-6.02. 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.

Teachers are to be given forty-eight (48) hours notice of group meetings. The school administration, when scheduling group meetings, may in the event of an emergency waive the need to provide forty-eight (48) hours notice.

- 2) Three (3) meetings with parents. Such meetings shall normally be held in the evening.

Notwithstanding the foregoing, the school administration may agree with the teachers that the latter will attend

other meetings to meet parents without taking into account the framework of the teacher's work-week as provided for in clause 8-6.02. In such case, the teacher shall be compensated by a reduction of his/her twenty-seven (27) hours equal to the duration of such meeting. Such compensation shall be taken in time agreed between the school administration and the teacher.

- 3) A teacher shall not be obliged to attend exam correction centers, which oblige him/her to be away from his/her residence overnight. In the event that a teacher accepts such duties, his/her workload shall not be increased, and his/her living and travel expenses shall be reimbursed at the same rate paid to board administrators.

8-8.05.3 Teachers requested to prepare board-wide regional exams may be entitled to a student-free day per exam preparation, where deemed valid by the school administration. This/these student-free days are to be used exclusively for the preparation of said exam(s).

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

8-12.01 The distribution of responsibilities and duties of the teacher as described in clause 8-2.01 of the entente shall be arranged by the school administration in each school, after consultation with the school council.

The distribution of responsibilities and duties referred to in the above shall conform with the following provisions:

- a) Where possible, the timetable of every secondary teacher shall have at least one spare period per day (excluding lunch break).
- b) Where possible, the timetable of every elementary teacher shall have at least one 30 minute spare period per day (excluding lunch break).
- c) In the elementary sector teachers' lunch break, where possible, shall coincide with the lunch break of the students.

8-12.02 A teacher who is teaching at both the elementary and secondary levels shall have the total teaching time established on a pro rata basis, based upon the teaching time recognized for the elementary and secondary levels in clause 8-7.02.

8-12.03 Supervision includes homeroom, hall, school yard, and all other duties assigned to the teacher, with the exclusion of the time devoted to the teacher's presentation of courses and lessons, and this in accordance with clause 8-7.02.

- a) At the beginning of the school year, the school administration of each school shall establish, after consultation with the school council, the supervision needs of the school. These needs shall indicate:

- i) the areas to be supervised;
  - ii) the time(s) at which the areas are to be supervised.
- b) In accordance with a) above, the school administration shall inform the teachers of his/her school of the supervision needs, such that teachers may indicate a preference (both as to time and area).

The school administration shall take into account these preferences when establishing the supervision schedule, and this in accordance with clause 8-7.02.

- c) No teacher shall be assigned supervision of smoking areas.
- d) No teacher may be assigned more than 100 minutes of supervision per regular teaching day, unless he/she has indicated a preference to do so.

9-2.00 **GRIEVANCE AND ARBITRATION (FOR MATTERS NEGOCIATED 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 granted under article 5-6.00. The letter must be sent within the time limit prescribed in clause 9-1.05.

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, HEALTH AND SAFETY AT WORK**

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

10-8.02 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 10-7.05 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 nonreengage a teacher, or impose any disciplinary or discriminatory measure on him or her, on the grounds that he or she exercised, in good faith, the right provided for in clause 10-7.05.

10-9.00

**TRAVEL EXPENSES**

10-9.01

The traveling expenses of the teacher who must travel from one building of the board to another building of the board or to another building not necessarily belonging to the board (i.e. hospital, swimming pool, home studies, work study) during the performance of his/her duties, shall be reimbursed according to the policy in force at the board.

## SECTION II: Local Arrangements

*The provisions found in this section constitute the local arrangement that replace the corresponding provisions of the entente.*

### 1-1.00                    **DEFINITIONS**

1-1.09                    For teachers under contract, a **center** is an educational establishment under the authority of an administrator and whose object is to provide instruction to students enrolled in adult education services; this establishment may be located on several premises or in several buildings. However, for the purpose of applying chapters 11-8.00 and 10-8.00, the center shall be considered a single physical building in which instruction occurs.

1-1.18                    For teachers under contract, a **school** is an educational establishment under the authority of a principal or teacher-principal and whose object is to provide instruction to pupils other than those enrolled in adult education services; this establishment may be located on several premises or in several buildings. However, for the purpose of applying chapters 8-7.00 and 10-8.00, the school shall be considered a single physical building in which instruction occurs.

### 5-3.00                    **SECURITY OF EMPLOYMENT**

5-3.24                    d)        The school administration and the surplus teacher shall agree upon the distribution of the teacher's duties and responsibilities for the calendar school year. Failure to agree shall mean that the teacher's duties and responsibilities end on the 180<sup>th</sup> (90% surplus), 170<sup>th</sup> (85% surplus) or 160<sup>th</sup> (80% surplus) working day of the calendar school year.

Notwithstanding the above, the board may:

1) assign the surplus teacher a 100% workload

**OR**

2) in conjunction with courses offered by the PIC, provide the teacher with a retraining option, with such retraining to occur either in June or throughout the summer months, such that the teacher shall be considered to have fulfilled 100% of the normal teacher workload, and this in accordance with the resorption measures specified in the entente.

5-3.36                    i) Notwithstanding h) above, the board shall engage, according to seniority, a teacher registered in the subcategory or, failing that, in the category referred to on the priority of employment list prescribed in Section B of article 5-1.00 who has accumulated two years of seniority or more on the preceding June 30<sup>th</sup> and who, were applicable, meets the additional requirements that the board may set under the following subclause j).

The board shall not consider a teacher referred to in the preceding paragraph who notified the board prior to June 1<sup>st</sup> of a given school year that he or she 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 that intends to fill a position may, after consulting the union, set requirements, in addition to those prescribed in article 5-21.00, that are pertinent to the position to be filled. The board may engage a teacher whose name does not appear on the priority of employment list in order to satisfy these requirements deemed “particular needs”. The union must be consulted prior to the awarding of the post. Justification to hire in accordance with particular needs must be provided to the union in a letter from the Director of Human Resources.

5-5.00 **PROMOTIONS**

5-5.01 The board shall establish the particular characteristics of each position as well as the criteria of eligibility for positions of a pedagogical nature other than that of a teacher.

5-5.05 The following positions are promotions and are subject to the stipulations of article 5-5.00:

Administration Officer, Principal, Vice-Principal, Consultant (including RÉCIT), Coordinator, Director, Assistant-Director

5-5.06 On or before June 1<sup>st</sup> of each school year, the position of Staff Assistant or Head teacher shall be posted (advertised) for the next school year.

5-5.07 During the school year, in all cases where the board intends to fill a position of a pedagogical nature, it shall proceed as follows:

The board shall post in its schools and on its website, for at least fifteen (15) calendar days, a notice containing:

- a) A concise description of the particular characteristics of the position, as established in clause 5-5.01, and any benefits connected with it.
- b) A listing of the criteria of eligibility as established in clause 5-5.01, and the requirements of the position.
- c) An invitation to apply for the said post within the prescribed period, which shall not be less than fifteen (15) working days.
- d) All postings will be posted internally and externally simultaneously, however preference will be given to internal candidates who have the necessary qualifications.

5-5.08 During the summer months of July and August, a weekly reminder will appear in all local newspapers to inform the public that job postings will only appear on the board’s website. The board will publish all job postings,

as referred to in clause 5-5.05, on its website and a copy of these notices will be provided to the union.

5-5.09 Failure to ask for a promotion, or refusal to accept a promotion shall in no way affect the possibility for the teacher concerned from re-applying for and being granted any promotion at a later date.

- 5-5.10
- a) The board may release a teacher on a full-time or part-time basis to perform one of the duties as outlined in clause 5-5.05.
  - b) The released teacher shall continue to accumulate seniority and experience for a maximum of one (1) year as per clause 5-5.04.
  - c) Upon the teacher's return to regular teaching duties, he/she shall be reintegrated into his/her former school, subject to the application of clause 5-3.00.
  - d) The teacher who performs such duties on a full-time basis shall retain the same category, or sub-category (where applicable) as his/her last year of teaching.
  - e) The board and the union shall enter into a letter of agreement for the duration of the entente to determine the status of the released teacher, referred to in clause 5-5.10(a), in relation to his/her membership in the union while performing the duties listed in clause 5-5.05.

5-14.00 **SPECIAL LEAVES**

5-14.02 Upon request to the School administration, a teacher shall be granted special leave on the following occasions to the extent indicated below. Any exception or interpretation to these clauses must be requested to the administration at the Board:

- a) In the event of the death of his/her spouse, child, parent, sister, brother, legal guardian, spouse's child, five consecutive working days.
- b) In the event of the death of his/her spouse's parent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparents, three consecutive working days.
- c) The baptism, christening, or the birth of his or her child, the day of the event.
- d) The marriage or civil union of a parent, sibling, or child, or spouse's child, the day of the event.
- e) The taking of the habit, ordination and taking of perpetual vows of his/her child, spouse's child, or sibling, the day of the event.
- f) The marriage or civil union of the teacher, five (5) consecutive working days, including the day of the event.



- g) An annual maximum of five (5) working days for the serious illness of a spouse, child or parent.
- h) An annual maximum of three (3) working days for:
  - 1- a teacher professing the Jewish faith,
  - 2- a teacher who, for reasons of faith, observes Christmas Day and Good Friday on the dates established by the Julian calendar,
  - 3- a teacher professing observance of Hindu, Islamic or other holy days.
- i) One (1) day for each of the following:
  - 1) appointments to meet the requirements of obtaining Canadian Citizenship,
  - 2) the day of moving one's domicile,
  - 3) the graduation of self, spouse, child, parent, spouse's child, and sibling,
  - 4) the confirmation or Bar Mitzvah of child, spouse's child or sibling.
- j) An annual maximum of four (4) working days to cover any other event considered an Act of God (disaster, fire, flood, etc....) which obliges the teacher to absent himself/herself from work.
- k) An annual maximum of three (3) working days, normally not to precede or follow the summer vacation period, statutory or moveable holidays, for other reasons not provided for in this article and deemed valid by the school administration. In the case of distressful personal circumstances, a teacher will not be obliged to state reasons for the required leave. The school administration should be notified as soon as possible.
- l) Medical, dental, or optical appointments that cannot be conducted outside of working hours – a maximum of three (3) working days.
- m) The Director of Human Resources or the Director General shall approve, in consultation with the school administration the special circumstances of each leave, and shall grant an annual maximum of three (3) working days to account for the required traveling time, which shall be in addition to the days referred to a) through l) above.

8-4.00

**RULES CONCERNING THE FORMATION OF PUPIL GROUPS**

8-4.07

Written notice of such cases where maximum class size is exceeded shall be forwarded to the union no later than three (3) months from the date of occurrence as per clause 8-4.01.

8-7.00                    **WORKLOAD**

8-7.06                    This clause does not apply to teacher-specialists in guidance, teachers assigned to regular substitution, or teachers on availability. An agreement is not required on an annual basis.

8-8.00                    **SPECIAL CONDITIONS**

8-8.03                    The teacher shall be entitled to a period of at least fifty (50) minutes for his or her meal. For teachers at the elementary and secondary levels, this period shall begin between the hours of 11:00 AM and 1:30 PM.

11-2.00                    **ADULT EDUCATION AND VOCATIONAL EDUCATION RECALL LIST**

11-2.01                    a)        One recall list shall exist for adult education and vocational education teachers. The accumulated time shall be calculated on the basis of hours taught (with 800 hours representing the equivalent of one, full year). It shall be sub-divided on the basis of specialty.

b)        By August 1<sup>st</sup> of each school year, the board shall add to the recall list, by specialty, the names of new teachers who worked in adult education or vocational education during the preceding school year as hourly paid teachers or part-time teachers, whom it decides to recall.

c)        The recall list shall be considered to be on a cumulative basis, whereby the number of hours taught are totalled and carried forward from year to year.

d)        In order to be placed on the adult education or vocational education recall lists, an individual has to work a minimum of 200 hours per school year.

e)        The board shall forward to the union a copy of the recall lists by no later than August 15<sup>th</sup> of each year. In addition, the board shall notify the union of each Adult Education or Vocational Education position filled by forwarding a copy of the letter of engagement of each teacher. This letter shall indicate a description of the assignment and the anticipated number of hours to be taught.

11-2.04                    a)        If the board decides to engage teachers by contract or at an hourly rate, it shall offer the position first to the teacher on the adult education or vocational education recall list who has the most hours taught, and who has either the specific qualifications or experience for the post required. If a second post should become available, and there is no conflict in the scheduling of the said courses, the same senior teacher, who has either the qualifications or experience for the specialty required, shall be offered the position provided that the average weekly workload of twenty (20) hours is respected.

The board may engage a teacher whose name does not appear on the adult education or vocational education recall lists but only in the case of requirements deemed "particular needs," which may

be associated with particular groups or specialized courses. The union must be consulted prior to the awarding of the post. Justification to hire in accordance with particular needs must be provided to the union in a letter from the Director of Human Resources.

- b) Upon the conclusion of the 2010-2015 local agreement, teachers who are qualified in the adult education sector will be placed at the top of the priority of employment list. When the board decides to engage teachers by contract or an hourly rate, it shall offer the position to the qualified teacher (i.e. a teacher who holds a valid Brevet granted by the Ministère de l'Éducation, du Loisir et du Sport (MELS)) with the most hours taught. If the position remains vacant after all the qualified teachers are offered the position, then the board will engage the unqualified teacher according to the most hours taught.

11-2.05 a) Any teacher who is offered a teaching position of two hundred (200) hours or more and who refuses the offer will be removed from the recall list providing that the refusal is not due to illness or incapacity.

- b) In the event that the board does not offer a course in the teacher's field of specialty, the teacher will retain his/her rights to remain on the recall list for a period of one year.

11-10.00 **SECURITY OF EMPLOYMENT**

11-10.05 i) the board 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 two (2) years' seniority or more on the preceding June 30<sup>th</sup> and who, where applicable, meets the pertinent requirements that the board may set under clause 11-2.04(a).

13-3.00 **VOCATIONAL EDUCATION RECALL LIST**

In conformity with clause 10-10.01 and the last paragraph of clause 13-3.04 of the entente, the board and the union agree that the provisions contained in 11-2.00 of the Local Agreement shall apply for teachers covered by article 13-3.00.

13-11.00 **SECURITY OF EMPLOYMENT**

13-11.03 i) the board 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 two (2) years' seniority or more on the preceding June 30<sup>th</sup> and who, where applicable, meets the pertinent requirements that the board may set under clause 11-2.04(a).

In witness thereof the parties have signed this ..... day of the month of

....., 2011 in New Carlisle, Québec.

**ACCEPTED ON BEHALF OF THE  
EASTERN SHORES SCHOOL BOARD**

**ACCEPTED ON BEHALF OF THE  
EASTERN SHORES TEACHERS'  
ASSOCIATION**

.....  
AUDREY ACTESON, CHAIRPERSON

.....  
GORDON DELL, 2<sup>ND</sup> MEMBER-AT-LARGE

.....  
HOWARD MILLER, ASSISTANT DIRECTOR  
GENERAL

.....  
NELSON ROUSSY, 1<sup>ST</sup> VICE-PRESIDENT

.....  
DAVE ROYAL, DIRECTOR GENERAL

.....  
RAY VENABLES, PRESIDENT

.....  
SUZANNE WARD, DIRECTOR OR FINANCE

## **SECTION III: LETTERS OF AGREEMENT**

# Letter of Agreement: Adult Education / Vocation Education

The Eastern Shores School Board and the Eastern Shores Teachers Association do hereby agree to the following set of conditions:

- 1 THAT the board shall inform the union prior to the implementation of the categories of specialization to be used for the recall list.
- 2 THAT for hourly paid teachers in the Adult Education/Vocational Education sector, the board shall grant, on an annual basis, sick leave days in accordance with the following formula, based on the total number of hours worked per school year. Compensation shall be based on the number of hours assigned to the teacher on the day he/she was absent.

$$\frac{\text{ContractHours}}{800\text{hours}} \times 24\text{hours} = \# \text{ SickHours}$$

**NOTE 1:** 800 hours is the equivalent to a full year in the adult education/vocational education sector.

**NOTE 2:** 24 hours is equivalent to six (6), four-hour days in the adult education/vocational education sector.

**NOTE 3:** 24 hours is the maximum sick time that can be accumulated within one school calendar year.

- 3 THAT in the event classes are cancelled, hourly paid adult education/vocational education teachers shall not be penalized by loss of pay. However, if the teaching time lost will jeopardize student success, teachers will be asked to make up the hours lost within the next 10 working days in a schedule revised by the administrator.
- 4 a) All Adult Education/Vocational Education teachers shall be obliged to attend a total of four (4) staff meetings per calendar year. These meetings shall occur in the teacher's normal place of work, and shall be at no cost to the board. Teachers will be compensated for their regularly scheduled hours during these days.  
  
b) For meetings/conferences held outside the teacher's normal place of work, the board shall pay transportation, meals, and lodging expenses in accordance with board policy rate. Teachers will be compensated for conferences or meetings according to the following formula; the greater of:

1) 4 hours

**OR**

2) Assigned hours for the day missed on the teacher's timetable.

- 5 The board shall make every effort to coordinate the Adult Education/Vocational Education calendar so that it matches as closely as possible to the regular (youth) school calendar. Prior to its becoming official, the Adult Education Calendar for the following school year shall be submitted to the union for consultation.
- 6 All regular full-time teachers from the youth sector who teach full-time or part-time in the Adult Education/Vocational Education sector shall be entitled to the following pedagogical

days, notwithstanding the Adult Education/Vocational Education Calendar in force: two (2) pedagogical days for the QPAT Convention.

- 7 All regular full-time teachers from the youth sector who teach full-time or part-time in the Adult Education/Vocational Education sector shall be entitled to use any of their eight (8) unused social leave days, and apply them to holidays occurring in the regular (youth) calendar which do not coincide with the Adult Education/Vocational Education Calendar. Prior to its becoming official, the Adult Education/Vocational Education Calendar for the following school year shall be submitted to the Local Union for consultation.

In witness thereof the parties have signed this ..... day of the month of

....., 2011 in New Carlisle, Québec.

**ON BEHALF OF THE EASTERN SHORES  
SCHOOL BOARD**

**ON BEHALF OF THE EASTERN SHORES  
TEACHERS' ASSOCIATION**

.....  
DAVE ROYAL  
DIRECTOR GENERAL

.....  
RAY VENABLES  
PRESIDENT

# Letter of Agreement: Compensatory Time

The Eastern Shores School Board and the Eastern Shores Teachers Association do hereby agree to the continued practice of compensatory time.

In return for the time worked by teachers that does not appear on their timetables, compensatory days can be granted by the school administrators provided that a supply teacher will not be required on these days. The Director General must be informed of the reason for the compensation time and the dates of the compensatory days. A maximum of five (5) days per school year may be granted. The following days can be considered when granting compensatory days:

- Pedagogical days (when the teacher is not required).
- Examination period days (when a supply is not needed).
- Activity days (when a supply is not needed).

Teachers who fall into one of the following situations may request compensatory time from their administrator:

- Travel time that exceeds the maximum workday or the five-day workweek.
- Travel time with students to and from school board events that does not allow teachers to observe their breaks and time off, if applicable, according to their teaching timetables.
- Volunteer time on school board committees whose aim is to increase extra-curricular activities of a sporting, academic or cultural nature among ESSB students.
- Volunteer time spent in the presence of students that is not eligible for the Value Added Program (Appendix XXVI).
- Other school activities that are seen as a benefit to the school.

The following conditions must be adhered to:

- Teachers may not participate in both Compensatory Time and the Value Added Program for the same activity.
- It is highly recommended that the school council consider teachers' requests for compensatory time.
- All requests to the administrator must be made beforehand. Requests made after the fact will, under normal circumstances, be denied.

In witness thereof the parties have signed this ..... day of the month of

....., 2011 in New Carlisle, Québec.

**ON BEHALF OF THE EASTERN SHORES  
SCHOOL BOARD**

**ON BEHALF OF THE EASTERN SHORES  
TEACHERS' ASSOCIATION**

.....  
DAVE ROYAL  
DIRECTOR GENERAL

.....  
RAY VENABLES  
PRESIDENT