Local Agreement

Between

The Central Quebec School Board

And

The Central Quebec Teacher's Association

2019

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1-1.00 DEFINITIONS

1-1.11 Board: The Central Quebec School Board

1-1.45 Union: The Central Quebec Teacher's Association

2-00.00 FIELD OF APPLICATION AND RECOGNITION

2-2.00 Recognition of local parties

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

3-0.00 UNION PREROGATIVES

3-1.00 Communication and posting of union notices

3-1.01 The board shall recognize the right of the union to post and distribute to teachers in the schools all documents of a union or professional nature in accordance with the provisions of this article.

3-1.02 The board recognizes the right of the union to ensure the distribution of documents of a union or a professional nature to each teacher at times other than when the teacher is teaching.

3-1.03 The board shall furnish a bulletin board in the teacher's staff room to be used exclusively for union business.

3-1.04 The placement and size of such bulletin board shall be determined by agreement between the union delegate and the principal of the school. Failing such agreement, the board shall decide the placement and size of the bulletin board after consultation with the union.

3-1.05 Notwithstanding clause 3-1.03, if the union delegate in a particular school and principal of that school so agree, the documents cited in clause 3-1.01 shall be posted where the board and the principal of the school post or would post their own communications for the teachers. Every such posting is prohibited in rooms where courses are given.

3-1.06 The principal shall facilitate the delivery to the union delegate, or substitute, of any information document, or other communications originating from his union or QPAT, as soon as possible, but not at a time that will interfere with the daily span of work.

3-2.00 Use of board premises for union purposes

3-2.01 At the request of the union, for the purpose of union or professional meetings, the board shall, without charge, provide the union with such accommodation in one of its buildings, as the union may require, on condition that such accommodation is available. The union must make arrangements for leaving the premises so used in good order.

3-2.02 At the request of the union delegate, or substitute, to the principal, teachers may hold, without charge, union or educational meetings in a room of the school, provided that these meetings do not interrupt the teacher work day or the continuity of the pupils' courses. The teachers may invite any person to these meetings.

3-2.03 To ensure availability of a room, these requests for rooms should be made in writing (by email) 24 hours in advance. However, in the case of special circumstances, this advance notice will not be required.

3-3.00 Documentation to be provided to the union

3-3.01 The board shall, within 10 working days of their adoption, transmit to the union copy all minutes and documents of Executive Committee Meetings and of Council of Commissioners' Meetings.

3-3.02 The board shall transmit to the union, within 10 working days of the latter's request, any existing information it has concerning one or more groups of teachers and the educational organization of the schools that are related to specific contractual provisions of this agreement. However, the board shall not be required to transmit information classified as confidential without written authorization from the teacher allowing the transmission of this information to the union. This authorization can be provided by email.

3-3.03 The board shall, by October 30th, supply the union with a list of all teachers in the school board, their addresses and their telephone numbers, as supplied by the teacher.

3-3.04 By September 30 of each year, the union shall supply the board with the names of its officers, union delegates, their substitutes and the members of the committees provided for in this agreement. It shall advise the board of every subsequent change as soon as possible.

3-3.05 The board shall, by November 30 of each school year, supply each teacher with a statement which includes the following information:

- the teacher's insurance coverage;

- a statement of the days accumulated in the teacher's bank of days as per article 5-10.00;

- the teacher's classification according to article 6-3.00;

- the teacher's years of experience and experience step according to article 6-2.00;

- the teacher's seniority according to article 5-2.00;

- the teacher's salary scale according to article 6-4.00 and 6-5.00.

3-3.06 For each school year, the board shall provide to the union the following information:

- Student enrollment as of September 30 of each school (to be supplied before October 30th);
- For each student group, the number of students with handicaps, social maladjustments or learning disabilities and the categories in which they have been identified according to the definition of Appendix XXVI (the board will furnish the preliminary project before September 1 of each school year and the final version before November 30 of each school year);
- Teacher workloads (before November 15th of each school year).

3-3.07 The board shall send to the union a copy of all correspondence sent to a teacher related to the collective agreement.

3-3.08 Information supplied to the union under the collective agreement may be transmitted by electronic means.

3-4.00 Union system

3-4.01 Every teacher in the employ of the school board who is a member of the union on the date of the coming into force of the agreement must remain a member for the duration of the agreement, 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 agreement and who later becomes a member of the union must remain a member for the duration of the agreement, subject to clauses 3-4.04 and 3-4.05.

3-4.03 As of the date of the coming into force of the agreement, 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 agreement, subject to clauses 3-4.04 and 3-4.05. The union shall provide the board with the application 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 ties as a teacher.

3-5.00 Union delegate

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

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.

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 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, in writing, of the names of the union delegates and substitutes within 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 principal, be accompanied by another representative designed by the union. If the latter representative is not a teacher in the said school, the board or the school principal may request prior notification of not more than 24 hours.

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

3-7.00 Deduction of union dues or their equivalent

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

3-7.02 The union shall notify the board in writing of any change to the regular union dues 60 days before it becomes deductible.

3-7.03 The union shall notify the board in writing of the amount set as special union dues 60 days before it becomes deductible.

3-7.04 When the board has received the notice provided for in clause 3-7.01, it shall deduct, in equal amounts, from every payment provided for in article 6-7.00:

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

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

3-7.05 When the board has received the notice provided for in clause 3-7.02, it shall deduct from the first payment of the teacher's income following the period of time provided for in clause 3-7.02 up to the last payment in June:

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

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

3-7.06 When the board has received the notice provided for clause 3-7.03, it shall deduct from the payment of the teacher's income following the period of time provided for in clause 3-7.03:

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

- the equivalent of the special union dues in the case of each teacher who is not a member of the union, but who has given the board written authorization to withhold these special dues. The board must receive this authorization at least 30 days before such deduction.

3-7.07 In the case of a teacher who enters the service of the board after the beginning of the school year, the board shall deduct in equal amounts from every payment of income remaining due, the annual dues prorata.

3-7.08 Within 14 days of any deduction the board shall forward to the union and/or the organization designated by the union, the amounts deducted, together with a list of the persons assessed and the amount deducted from each.

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

4-1.00 General principles

4-1.01 The goal of consultation and participation at every level is:

- to ensure that the educational system will function harmoniously and that the best educational services be provided to the students;

- to encourage the active participation of all teachers;

- to recognize the expertise of teachers;

- to ensure the sharing of information with all the parties concerned;

- to develop proposals tailored to the specific needs of the school, or the board;

- to empower the concerned parties while respecting the different roles and responsibilities;

- to promote a decision-making process based on developing consensus.

4-2.00 The participatory bodies

4-2.01 The Participatory Bodies at the School level are:

- the school council;
- the general assembly of teachers (including general staff meetings);
- the school level committee as provided for in article 8-9.00;
- the school-level participating body of teacher for the value added program.

4-2.02 The Participatory Bodies at the board level are:

- the labour relations committee;

- the professional improvement committee;

- the calendar committee (8-5.02);

- the committee for the support and supervision of student teachers (Appendix XXXII);

- the union board parity committee on special needs;

- the educational policies committee;

- the board-level participating body of teacher for the value added program.

4-3.00 Modalities

4-3.01 The timeframes to ensure adequate consultation and participation of the parties will be established jointly at the beginning of each school year or prior to a request for a proposal.

4-3.02 The participatory bodies must be consulted on all subjects for which the provisions of this agreement stipulate that the board or the principal must consult them.

The participatory bodies must be consulted or must collaborate in the development of proposals on all subjects for which the provisions of the Education Act stipulate that the board or the principal must consult them or must collaborate with the teachers in the development of proposals.

4-3.03 Whenever the board or the principal does not concur with the written recommendations of any participatory body, the board or the principal must state the reason for such decision, in writing, at the next meeting of the participatory body.

4-3.04 Each participatory body must forward within a specified period of time to the appropriate body its recommendations or its inability to give a reply.

4-3.05 Every participatory body which maintains a written record of its deliberations and decisions should transmit these records to the board and union.

4-4.00 Participation at the school level

4-4.01 For those subjects identified in this agreement as subjects of consultation, the final decision shall be the exclusive responsibility of the principal unless otherwise provided for in the collective agreement.

4-4.02 Before September 15 of each school year the principal must call a general meeting of all teachers.

4-4.03 At this meeting the teachers will elect their representatives to the school council and to the governing board.

4-4.04 At this general meeting the teachers will also determine the collaboration procedure that will be used to develop proposals related to the matters identified in sections 77, 89 and 96.15 of the Education Act.

4-4.05 Unless the teachers decide otherwise at the first general meeting, the school council will have the responsibility of developing proposals on those subjects that have been submitted to the principal or to the governing board for approval.

4-4.06 The general assembly of teachers must be consulted before the implementation of a proposal developed by the school council.

4-5.00 School council

4-5.01 The first meeting of the school council must be convened by the principal no later than September 30 of each school year.

4-5.02 The school council must include at least three elected teachers and have a maximum of 10 members, including the union delegate or his or her designated and the principal, or a person delegated by the principal to replace him or her.

4-5.03 The school council must be consulted prior to any decision being made by the board or the principal, which would modify the pedagogical or administrative organization of the school.

4-5.04 In particular, the principal must consult the school council on the following items:

- the system in effect in the school to evaluate the performance and progress of students (8-2.01 h);

- the system to monitor the late arrivals and absences of students (8-2.01 i);

- the criteria for the choice of textbooks and the teaching materials required for the teaching of the programs of study (8-1.03);

- the staffing needs of the school (s. 96.20);

- the professional development needs of teachers (s. 96.20);

- the determination of the educational objectives and the educational project of the school (s. 74, s. 96.13);

- the training of future teachers and the mentoring of new teachers (s. 22);

- the school budget;

- the supervision schedule;

- the determination of the rotation list for emergency substitution;

- the distribution of the duties and responsibilities of the teachers in the school;

- the time, date and agenda of staff meetings and parents' meetings;

- the implementation in the school of the policy concerning the organization of educational services for handicapped students and students with social maladjustments or learning disabilities;

- school success plans;

- all other matters by agreement.

4-5.05 The school council may also study and express its opinion on any question within the limits of article 4-5.00 referred to it by a member of the teaching personnel.

4-5.06 At its first meeting, the school council shall appoint the chairperson and the secretary from among its members.

4-5.07 The school council shall meet at least once a month, between September 1 and June 30. All meetings shall be held outside of the student timetable.

4-5.08 School council meetings shall be open to all teachers.

4-5.09 The school council shall adopt its rules of internal procedures and must include the modalities for the consultation of teachers when such consultation is required by the Education Act.

4-5.10 At the first meeting of the school council the members will adopt a proposal containing the matters that will be dealt with during the school year and a calendar of consultation that will allow sufficient time for the active participation of all teachers.

4-5.11 Whenever any matter is under consideration, the school council shall hear, during its meetings, at no cost to the board, any person whom the principal or a member of the school council wishes to be heard as a resource person.

4-5.12 However, the chairperson of the school council must inform the principal of a school council member's intention to have such a person heard, at least forty-eight (48) hours in advance. The principal must inform the chairperson of any intention to have such a person heard, at least 48 hours in advance.

4-5.13 In the event there is no school council any consultation required by virtue of this Article shall take place at a group meeting of teachers.

4-5.14 A school may modify the provisions of article 4-4.00 and article 4-5.00 with regard to composition and function, by agreement between teachers and the principal, with such agreement to require renewal on an annual basis.

4-6.00 The school level committee on special needs

4-6.01 The school level committee shall be composed of 3, 5 or 7 members. In general it is deemed preferable that the committee be composed of a representative from each cycle, the resource supporting teacher and representative(s) from school administration. An attempt should be made to encourage a level of continuity among members. However, the final decision on the composition shall be made in each school at a staff meeting.

4-6.02 Each school level committee shall meet at least three times per year as per the following:

- prior to April 1st to assess needs for the following school year and inform the parity committee of needs;

- in June or prior to the beginning of classes to discuss and decide on the distribution of resources and to distribute the resources allocated;

- in December/January to assess the effectiveness of the resources allocated and report the findings to the parity committee.

At its first meeting, it shall elect a chair and decide on the rules governing the meetings and decision-making process.

The goal of the committee should be consensual decision-making where possible.

In the event of a failure to achieve consensus, the decision can be referred to the Board Parity Committee (BPC).

4-6.03 The committee's mandate shall be:

a) Taking into account the criteria defined by the parity committee set up under clause 8-9.02, to identify the specialized and financial resources that it deems necessary for the following school year intended for students with special needs and as support for teachers;
b) For the following school year, to inform the parity committee, no later than April 1 or another date that the board determines, of the resources prescribed in the preceding subclause;
c) to distribute the resources allocated to the school under clause 8-9.02 as well as the additional services to be determined during the year and to define the conditions of access to services including, where applicable, the possibility of setting up provisional support services before a decision is made under subclause a) of clause 8-9.05;
d) to periodically assess the effectiveness of the conditions facilitating access to services in place;
e) to report to the parity committee on the allocation of resources agreed to under the preceding subclause c).

In carrying out this mandate, the committee shall take into account the recommendations formulated by the other categories of personnel in the school. Also, in the context of the application of subclauses a) and c), it shall take into account, where applicable, the school organization plan established under article 8-10.00.

4-7.00 Implementation of the Education Act

4-7.01 Unless the teachers decide otherwise at the first general meeting in September of each school year and subject to the stipulations of clause 4-4.06, the school council will have the responsibility of developing proposals on those subjects that have to be submitted to the principal and the governing board for approval:

- the rules of conduct and safety measures;

- the approach proposed for the implementation of the basic school regulation (s. 84);

- the overall approach for enrichment or adaptation by the teachers of the objectives and suggested content of the program of studies (s. 85);

- the time allocation for each compulsory or elective subject (s. 86);

- the programming of educational activities (s. 87);

- the approach proposed for the implementation of the student services and special educational services program (s. 88).

4-7.02 Unless the teachers decide otherwise at the first general meeting in September of each school year and subject to the stipulations of clause 4-4.06, the school council will have

the responsibility of developing proposals on those subjects that have to be submitted to the principal for approval:

- The local programs of studies developed to meet the special needs of students (s. 96.15);

- The criteria for the introduction of new instructional methods (s. 96.15);

- The textbooks and instructional material required for the teaching of the program of studies (s. 96.15);

- The standards and procedures for the evaluation of student achievement (s. 96.15);

- The rules governing the placement of students and their promotion from one cycle to the other (s. 96.15).

4-9.00 Educational Policies Committee

4-9.01 The board and the union shall form an Educational Policies Committee composed of between eight and ten members. The board and the union shall each appoint an equal number of members.

4-9.02 If a member cannot attend a meeting of the Educational Policies Committee, an alternate may be sent by the party concerned. For the purpose of this meeting, the alternate shall enjoy all the rights, privileges and responsibilities of the member replaced.

4-9.03 The Educational Policies Committee shall adopt its rules of internal procedures and shall determine the manner in which it reports its deliberations to the appropriate bodies. These rules must include the modalities for the consultation of teachers when such consultations are required.

4-9.04 The board shall convene the first meeting before September 30 of each school year. The Education Policies Committee shall meet at least four times a year.

4-9.05 At the first meeting of the Educational Policies Committee the members will adopt a proposal containing the matters that will be dealt with during the school year and a calendar of consultation that will allow sufficient time for the active participation of all teachers.

4-9.06 The Educational Policies Committee will be participatory body for the consultation of teachers on the following issues:

- the introduction of new teaching methods (8-1.02);

- the criteria governing the selection of textbooks (8-1.03);

- the changes in the report card (8-1.04);

- the board's evaluation policy (8-1.05);

- the timetable (8-1.06);

- projects related to educational experimentation and research;

- the implementation of the basic school regulation (s. 222);

- any special school project applicable to a group of students (s. 222);

- the implementation of the programs of studies (s 222.1);

- the program for each student service and special education service (s. 224 and 236);

- the administration of examinations imposed by the Ministry or by the board (s. 231);

- the rules governing promotion from elementary school to secondary school and from the first cycle to the second cycle of the secondary level (s. 223);

- the student enrollment criteria (s. 239);

- establishing a school for the purpose of a specific project (s. 240);

- the periodic evaluation of the basic school regulation, the programs of studies, the textbooks and instructional materials (s. 243);

- implementation of pedagogical reform;

- any other matter that has an impact on the organization of educational services;

- any other matter with the agreement of both parties.

The committee shall also have the following mandate:

- to make recommendations to the board on its plan of action to implement curriculum reform;

- to recommend training and staff support activities and modalities;

- to recommend how the money allocated by the Minister for reform implementation should be used;

- to receive financial reports on the use of reform monies at every meeting.

4-9.07 Should the board not endorse a recommendation of the Educational Policies Committee, a written explanation shall be provided prior to the implementation of the decision.

4-10.00 Professional Improvement Committee

4-10.01 In accordance with clause 7-1.04, the board and the union shall establish a parity committee to decide on the system of distribution of the funds for professional improvement.

4-10.02 The committee shall consist of four members, two appointed by the board and two appointed by the union.

4-10.03 Each school year, the committee shall prepare an analysis of the professional development needs of the teachers. In preparing this analysis the committee shall take into account:

- the professional development needs as identified to the principal by the teachers according to the stipulations of section 96.20 of the Education Act;

- the professional development needs as identified by the board and the union.

4-10.04 The Professional Improvement Committee shall then distribute the allocated funds to reflect the needs referred to in clause 4-10.03.

4-10.05 The analysis of the needs referred to in clause 4-10.03 and the system of distribution referred to in clause 4-10.04 shall be submitted to the board.

4-10.06 The professional improvement funds are to be disbursed to teachers according to the policies, priorities and regulations adopted by the Professional Improvement Committee.

4-11.00 Board level parity committee concerning students with special needs

4-11.01 In accordance with clause 8-9.04 of the Agreement, the board and the union shall form an advisory committee dealing with students with handicaps or social maladjustments or learning disabilities composed of at least eight members. The board and the union shall each appoint an equal number of representatives.

4-11.02 The committee shall establish its own rules on internal procedures and the manner in which it reports its deliberations to the appropriate bodies. It shall also establish the calendar of meetings.

4-12.00 The committee for the support and supervision of student teachers

4-12.01 In accordance with Appendix XXXII of the Agreement, the board and the union shall form an advisory committee for the support and supervision of student teachers. It will be composed of two members and the board and the union shall each appoint one member.

4-12.02 The committee shall establish its own rules on internal procedures at its first meeting and the manner in which it reports its deliberations to the appropriate bodies.

4-12.03 The committee shall meet at least two times a year and the first meeting will be held before September 30th of each year.

4-12.04 The committee will be the participatory body for the consultation of teachers on the following issues:

- the participation of regular teachers in this program;

- the compensation to be determined in recognition of the time and effort devoted to the training of future teachers;

- the duties and responsibilities inherent to the cooperating teacher's role;

- the amount allocated for the support and supervision provided to students among teachers.

4-12.05 Should the board not endorse a recommendation of this committee, a written explanation shall be provided prior to the implementation of the decision.

4.13-00 Distribution in the calendar year of the workdays within the work year

4-13.01 For the purpose of establishing a school calendar, the board shall establish a Calendar Committee before February 1 of each school year. The committee shall be composed of the following members:

- two union representatives;

- one principal

- one board representative;

- one representative from the parents' committee.

4-13.02 The Calendar Committee shall decide on the method and timetable of consultation for the school calendars in each district for which the board is the only body providing transportation.

4-13.03 The Calendar Committee will recommend to the board, before April 30 of each school year, the school calendar for the following two years.

4-13.04 If the board does not accept the recommendation of the Calendar Committee, the committee must again consider the matter and come up with another recommendation.

4-14.00 Labour Relations Committee

4-14.01 As a general rule labour relations matters shall be decided by a meeting (face to face if possible, by telephone or in any other manner) between the Union President and the Director of Human Resources. It is expected that a minimum of four face-to-face meetings will occur in every school year according to an agreed upon schedule.

4-14.02 With the agreement of both parties a larger meeting may be convened to discuss particularly important or sensitive issues. The size of this larger meeting shall be decided on an ad hoc basis prior to each meeting.

5-1.00 PRIORITY OF EMPLOYMENT LISTS FOR PART-TIME CONTRACTS

(the following clauses replace clauses 5-1.10 to 5-1.19)

5-1.10 The priority of employment lists that exist under clauses 5-1.10 to 5-1.19 of the 2009 agreement shall continue to exist under this article.

5-1.11 The board shall create priority lists for part-time contracts by region, for the schools in these regions, as follows:

- Chibougamau;

- Saguenay-Lac St-Jean;

- La Tuque;

- Shawinigan/Trois-Rivières;

- Thetford Mines;

- Quebec City Area;

- Schefferville.

5-1.12 The priority of employment lists shall contain the following information: the name of the teachers whom the board has decided to put on the list, the teaching categories for which the teacher is qualified, the seniority and the place of work during the current school year.

Exceptionally the board may propose to the union that a teacher be placed on the lists subject to certain restrictions such as language of instruction or level of instruction. A teacher may also request similar restrictions. Restrictions can be lifted at anytime during the school year following an evaluation. Restrictions are confidential and will not appear on the official list. Teachers with such a restriction will be informed in writing by the school board along with a copy to the Union.

The teacher is deemed qualified to teach in a teaching category (Appendix B) if he/she meets the criteria of clause 5-21.05 or if he/she has been judged successful in his/her teaching assignment of that category provided.

5-1.13 Teachers shall be placed on the list in the region in which their most recent part-time contract was granted. In a situation where a teacher is eligible to be on a new list, he or she must choose on which list he or she would like to be placed. This choice can only be made once a year, when the board updates the priority of employment list.

5-1.14 Once per year at the latest on June 30 of each school year, the names of legally qualified[1] teachers who have taught between 180 and 270 EFT days under part-time contracts in the previous three years, and who have been judged successful in their teaching assignment will be added to the appropriate list.

A teacher who surpasses 270 days, without receiving notice by the school board of the intent not to place him or her on the list, is deemed to have been successful in his or her teaching assignment and is added to the list.

Receipt of a notice of intent not to place a teacher on the list shall not be grounds by either party not to respect the contract of engagement to its term.

5-1.15 Teachers who have been non-reengaged for surplus and have exhausted their eligibility to a full-time contract shall be added to the appropriate list for part-time contracts.

5-1.16 Teachers who are on the list, but who have not worked as teachers for a period of two school years are removed from the list except in the case of:

- a maternity leave, a paternity leave or a parental leave covered by law;

- a disability or work accident;

- no contracts for which the teacher was qualified were available during that period;

- any other reason agreed upon between the board and the union.

Not withstanding the foregoing, teachers who have not worked for a period of three years are automatically removed from the list.

5-1.17 The teacher's name is removed from the list for one of the following reasons:

- a teacher who has a regular full-time teaching contract with the CQSB;

- a teacher who is not legally qualified within the meaning of clause 1-1.34.

5-1.18 The names of the teachers eligible to the lists are placed in order of seniority, as calculated by use of clause 5-2.05. Only seniority acquired under a teaching position will be considered.

5-1.19 Despite paragraph d) of clause 5-2.07, as long as a teacher is eligible to be on a list, he or she shall not lose seniority.

[1] Someone who is legally qualified in other Canadian Provinces or Territories of Canada and is providing proof that he or she is in the process of obtaining a Quebec Legal Qualification is deemed to meet the requirements. This process should not take more than 12 calendar months to complete, otherwise the name of the teacher shall be removed from the list. In exceptional circumstances, the 12-month period may be waived.

5-1.20 At the latest on June 30 of each school year, the board shall update the lists to add the seniority acquired during the school year and the teaching categories for those already on the lists.

A provisional list shall be sent to the teachers by June 1st.

5-1.21 No teacher may be assigned to more than one list.

5-1.22 A copy of the lists shall be forwarded to the union, by the board, within 30 days of the updating of the list.

USE OF THE PRIORITY LIST FOR GRANTING OF A PART-TIME CONTRACT

5-1.23 In its staffing process, no later than July 15th, the School Board shall draw a list of the available positions for the school year, per region. This list shall be transmitted to all teachers on the region's priority of engagement list. The Teachers shall have 48 hours to indicate their choice of position in order of preference. The School Board will assign positions in decreasing order of seniority and respecting the categories of employment and specific requirements. The School Board will confirm positions to teachers by email. If a teacher refuses his/her assignment, his/her name shall remain on the list and he/she is still eligible for positions still vacant following the application of the process of this article.

All communications related to this process will be transmitted by email.

During the school year, except in the case foreseen in the second paragraph of clause 5-1.08, the board, when it wishes to hire a part-time teacher, shall proceed to offer a part-time contract to the teacher with the greatest seniority on the appropriate list, who is qualified, in conformity with article 5-21.00, and meets the specific requirements of the position.

5-1.24 The teacher who holds a part-time contract may, with his or her agreement, be given additional hours of teaching, in the same school, up to a full workload.

5-1.25 Teachers on the lists who are offered a part-time contract may refuse any given part-time contract.

5-1.26 Teachers who are offered a part-time contract during the school year shall accept or refuse, in writing, any given part-time contract within 48 hours from the time the School Board has made a verbal or written offer.

Section II ENGAGEMENT (SUBJECT TO SECURITY OF EMPLOYMENT, PRIORITIES OF EMPLOYMENT AND ACQUISITION OF TENURE)

5-1.27 Every teacher who is engaged by the board must:

- provide proof of his or her qualifications and experience;

- provide original certificates, diplomas and degrees as well as official transcripts of marks to the board;

- provide proof of teaching or relevant experience;

- provide information necessary for background checks;

- procure any other information required in writing following the application for employment.

5-1.28 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 5-1.26 when it is possible to do so shall constitute a reason for terminating the teacher's contract by the board.

5-1.29 The teacher must inform the board in writing of any change of address or telephone number.

5-1.30 At the time of the engagement of a teacher under contract, the board shall provide the teacher with:

- the Internet link to access a copy of this agreement;

- an application form for membership in the union;

- an application form for the participation in the insurance plan or for exemption, if need be.

5-1.31 The board shall provide a copy of the teacher's contract of engagement when completed or no later than 35 workdays form the first workday. In the case of a contract obtained under the second paragraph of clause 5-1.08, the time limit shall begin as of the 61st workday.

5-5.00 Promotion

5-5.06 The board and the union agree to add the following clause to article 5-5.00.

5-5.07 In all cases, when filling a position of principal, vice-principal or consultant, the board shall send to the union, and post in the school which it administers and on the board's Website, a notice containing:

- a brief description of the particular characteristics of the position and the benefits connected with it;

- a listing of criteria of eligibility and the requirements of the position;

- an invitation to apply in writing for the said position within specific periods of time which shall not be less than five working days.

During the months of July and August, the board shall send a copy of the notice to the union office.

5-5.08 The positions to staff assistant shall be posted only in the school affected and respect the criteria in clause 5-5.07.

5-6.00 Personal file and all issues pertaining to disciplinary measures and sanctions excluding dismissal and non-reengagement

SECTION A DISCIPLINARY MEASURES AND SANCTIONS

5-6.01 A disciplinary measure shall take the form of a letter of warning, reprimand or suspension. A suspension may be with or without total salary. A suspension cannot last more than 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 48 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 sigh to acknowledge the fact that a disciplinary letter has been given or sent to the teacher in question.

5-6.08 In the event that 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 electronic means, 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 15 workdays of receiving a letter or warning, reprimand or suspension, the teacher may make written comments he or she feels 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 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.

5-6.12 Every letter of reprimand placed in the teacher's personal file shall become null and void 200 workdays after the date on which it is issued unless it is followed by a disciplinary measure on the same subject or 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 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 measure shall automatically be carried forward to the expiry date of the second measure.

5-6.15 For the purposes of the periods prescribed in clauses 5-6.11 to 5-6.13, the teacher must have been at work in the employ of the board for at least half of those days.

However, the balance of days necessary to complete the period prescribed may be workdays or leave. A parental leave or a leave caused by circumstances beyond the teacher's control shall be counted as workdays.

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

5-6.17 Upon prior notification of at least 48 hours and at any time during the board's regular office hours, the teacher accompanied or not by a union representative, may consult, at a designated location determined by the board, his or her personal file on the condition that he or she provides 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 found in the teacher's personal file at the board in accordance with this article.

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

5-7.00 Dismissal

5-7.01 The 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 behavior.

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 electronic means, 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 15th and the 35th 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 the board's executive committee.

5-7.06 At least 48 hours before the meeting is held, the union shall be notified of the date, time and place where the decision to terminate or not the engagement shall be made. The union and the teacher concerned may intervene and be present during the vote at the public meeting. The union and the board shall determine the terms and conditions of the intervention.

5-7.07 Within three workdays of the board's decision, the board shall send notice to the teacher and the union by registered or certified mail, by electronic means, 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 action is taken against the teacher and the board considers that the nature of the accusation causes it serious prejudice as an employer it may relieve the teacher of his or her duties without total salary until the conclusion of his or her trial. The time limit prescribed in clause 5-7.05 shall begin as of the date on which the teacher informs the board that a judgment was issued related to this lawsuit.

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 no constitute sufficient cause for dismissal, may order that the teacher in question be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.

5-8.00 Non-reengagement

5-8.01 This article applies to regular teachers only.

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

5-8.03 The union must be informed no later than May 15 of each year, by means of a list to this effect, sent by registered or certified mail, by electronic means, or delivered by hand or bailiff of the board's intention not to renew the engagement of one or more teachers. The board must also forward such a notice to the teacher concerned. However, this clause does not apply to non-engagement because of 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 48 hours before the meeting is held, the union shall be notified of the date, time and place where the decision regarding non-engagement shall be made.

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

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

A decision concerning a non-engagement may be made at a meeting of the council of commissioners or of the board's executive committee only.

5-8.07 The union may, if it claims that the procedure provided for in this article was not followed, submit a grievance to arbitration in accordance with article 9-2.00.

5-8.08 The union may, if it contests the reasons given by the board, submit a grievance to arbitration in accordance with article 9-2.00, but only if the teacher has been in the

employ of a board, a school administered by a government ministry or another education institution designated by the Minister, in which he or she held, with the same employer, a pedagogical or educational position[2] for two periods of 160 workdays or more or, if there was a change in employers, three periods of 160 workdays. 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 non-engagement was followed and, where applicable, whether the reason or reasons given by the board in support of the non-reengagement constitute one of the reasons for non-reengagement mentioned in clause 5-8.02.

The arbitrator may annul the board's decision if the procedure prescribed was not followed or if the reason or reasons for non-engagement are not well-founded or do not constitute sufficient cause for non-engagement, 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 15 workdays after notifying the board. The teacher may resign prior to the expiry of the time limit, provided the board engaged a replacement for the teacher.

In the case of a resignation submitted between June 15 and the first workday of the school year, the period of notice required will be 21 calendar 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 absences 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.

[2] Within the meaning of the Règlement définissant ce qui constitue une fonction pédagogique ou éducative aux fins de la Loi sur l'Instruction publique (L.R.Q., 1981, c-I-14, r. 9) in effect on December 1st 2017.

5-9.03 A teacher who is on a leave without salary that terminated 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 t work shall be in breach on 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 will constitute a breach of contract 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 clauses 5-9.02, 5-9.03, 5-9.04 or 5-9.05, the contract shall not be terminated automatically. Such a breach of contract shall constitute a reason for dismissal and shall have the effect of allowing the board to terminate a teacher's contract of engagement according to the procedure prescribed in clauses 5-7.03, 5-7.04 and 5-7.06.

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

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

5-11.00 Regulations regarding absences

5-11.01 A teacher unable to report for duty shall give notification beforehand to the principal of the school in accordance with the instruction by the latter regarding the policy to be followed in that school and according to the regulations established by the board.

5-11.02 A teacher intending to return to duty shall give notification beforehand to the principal of the school in accordance with the instruction issued by the latter regarding the policy to be followed in that school and according to the regulations established by the board.

5-11.03 A teacher who has been absent shall, on the day of return to duty, provide the principal of the school with a completed form indicating the length of time and the reason for the absence. The teacher shall also provide a medical certificate if required to do so by virtue of article 5-1.00.

The form to be used will be determined by the board after consultation of the union. Any changes to the form will be implemented only after consultation of the union.

5-11.04 The failure of the teacher to give reasons for an absence as indicated in clause 5-11.03, and except in cases where it is clearly impossible to do so, all cases of absence without prior approval from the principal shall be treated as unauthorized absence subject to income deduction excluding the benefits provided for in Chapter 12-0.00.

5-11.05 The board may contest the reasons stated within 30 days following the date upon which the teacher has submitted the reason for the absence. In the case of contesting a medical certificate, the above delay shall not begin until the submission of the said certificate.

5-11.06 The requirement of a teacher reporting to the school shall be waived if the board or its principal declares the school closed to pupils because of inclement weather or for reasons which cause the building to be unfit for normal use. It shall be the teacher's responsibility to assure that the school has been declared closed by the board or its principal.

5-11.07 If the school is closed when the pupils are already present in the school, a sufficient number of teachers shall remain on duty until the dismissal of the pupils has been completed to the satisfaction of the principal.

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 issued 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 faults 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 fire, the board shall indemnify the teacher even if its legal responsibility has not been established. In the event that such loss, theft or destruction is already covered by insurance held by the teacher, the compensation paid shall be equal to the loss actually incurred by the teacher.

5-14.00 Special leaves

5-14.01 Clause 5-14.02 of the Provincial Agreement is replaced by clauses 5-14.06 to 5-14.12.

5-14.06 For the events mentioned in clauses 5-14.07 to 5-14.12, the board shall grant each full-time teacher a maximum of eight non-cumulative nonredeemable working days each year without loss of salary, supplements or premiums for regional disparities.

5-14.07 Request should be made in writing except in exceptional circumstances.

In the event of a death of a member of the teacher's family, a maximum of five consecutive working days including the day of the funeral. The teacher may keep a maximum of one day for the funeral or burial.

The teacher's family includes at least the following: spouse, child, spouse's child, father, mother, brother, sister, parent-in-law, grandparents, brother-in-law, sister-in-law, son-in-law, grandchildren.

5-14.08 A teacher shall be granted one day of special leave, for:

- the baptism of the teacher's child;

- the marriage of the teacher's parent, brother, sister, or child, or spouse's children living under the same roof;

- the ordination, the taking of habit, perpetual vows, by the teacher's child, brother, sister, parent, or spouse;

- the graduation from university of the teacher, the teacher's spouse, child or parent;

- the changing of the teacher's domicile for the purpose of moving the teacher's furniture and personal effects. This provision shall not apply in cases where the teacher is changing domicile due to the termination of employment with the board;

- the naturalization of the teacher as a Canadian citizen.

5-14.09 A teacher will be granted a special leave for the following events:

- medical, dental or optical appointments that cannot be conducted outside of working hours: a maximum of three days. Under normal circumstances, the teacher benefiting from this provision shall make requests to the principal at least two days in advance;

- the minimum necessary travel time when they have to leave their community for any of the reasons mentioned in this article.

5-14.10 A teacher shall be granted the days specified, up to the stated maximum, for the following provided the teacher has notified the board in writing by September 15:

a) three days for a teacher for professing the Jewish faith and celebrating Rosh Hashana and Yom Kippur;
b) two days for the teacher who for reasons of faith observed Christmas Day and Good Friday on dates established by the Julian calendar;
c) two days for a teacher professing a faith other than the Judeo-Christian faiths for the observance of major religious holy days.

5-14.11 A teacher shall be granted an annual maximum of three days to cover any other event considered an Act of God (disaster, fire, flood) which obliges the teacher to be absent from work.

5-14.12 A teacher shall be granted leave for his or her marriage: a maximum of five working days, including the day of the wedding; in that case the absence must not immediately precede nor prolong a holiday of more than three days.

5-14.13 At the discretion of the board special leave may be granted for each of the following, provided valid reason is presented:

a) Adverse weather conditions which make it impossible for the teacher to report to school;
b) Urgent and important personal and/or legal business that cannot be conducted outside working hours;
c) Serious illness of a child when the provisions of clause 5-13.30 have been exhausted;
d) In recognition of special circumstances.

5-15.00 Nature, duration, terms and conditions of leaves of absence without pay as well as inherent rights and obligations excluding leaves provided for under union prerogatives, parental rights and leaves for public office

5-15.01 Every regular teacher who has completed one year of service with the board may benefit from the provision of this article.

5-15.02 The board shall grant, upon written request, a leave of absence without pay, for a specified period of time, not exceeding 90 days, for the following reasons:

a) The death of the teacher's spouse or child; the request must be made within 30 days of the death;
b) The teacher's spouse or dependent child is suffering from a serious illness at the time of said requests.

5-15.03 The board may grant an extension of clause 5-15.02, to the end of the school year.

5-15.04 The teacher who is suffering from an extended illness, attested by a medical certificate accepted by the board, and who has exhausted all sick leave benefits in accordance with 5-10.00, shall, upon written request, be granted a leave of absence without pay for the remainder of the school year already in session.

5-15.05 The board may grant a teacher a leave of absence without pay for a period not exceeding one school year for any reason deemed valid by the board. This leave cannot be granted to a teacher who has not completed two years of service.

5-15.06 Every leave of absence without pay may be renewed by the board for periods of one school year each.

5-15.07 Except for the cases provided for in clauses 5-15.02 and 5-15.04, the request to obtain or renew every leave of absence without pay must be made in writing prior to April 1st and must clearly establish the reasons supporting it.

5-15.08 In conformity with clause 5-10.10 of the collective agreement a teacher who is on a leave of absence without salary or an educational leave shall remain covered by the health insurance plan. In addition, he or she may choose to remain covered by the other

plans, in which case he or she must inform the board in writing. The teacher must pay the full amount of the required premiums.

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

5-15.10 A teacher returning from a leave of absence without pay shall be considered as a member of the staff from the school in which he or she was employed prior to the leave of absence.

5-15.11 The board may grant upon written request of the teacher a part-time leave without pay for the purpose of attending an education institution of for any other reason deemed valid by the board.

5-15.12 A teacher on part-time leave without pay may have such leave extended.

5-15.13 The board may not refuse a full-time leave without pay either for the entire school year or to complete the school year provided that the leave begins on or prior to October 15, if the granting of such leave permits the latter to assign the teacher referred to in subparagraph a) of clause 5-3.36 or to recall a teacher it placed on availability.

Moreover, the board may not refuse a part-time leave without pay, 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.

5-16.00 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 boards in Quebec, Canadian provinces or foreign countries within the scope of an agreement concluded between the board, the Government of Canada or the Government of Quebec and another board, a foreign government or another provincial government.

5-16.03 The teacher called upon to participate in an exchange program described in clause 5-16.02 shall, for the duration of the exchange, obtain a leave of absence without loss of salary, with the rights and benefits, excluding Chapter 8-00.00, that the teacher would have received under this agreement had he or she actually was in the service of the board.

5-16.04 The provision of clause 5-16.03 apply to the preparation and evaluation meeting 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.

5-21.00 Assignment and transfer

5-21.07 Each year, the school administration shall establish the pedagogical objectives and organization of the school for the following school year and this, after consultation with the teachers in the school.

5-21.08 Each year, every teacher who wishes to express assignment preferences for the following school year must so inform the school administration in writing before April 15.

The assignment preferences shall be taken into account by the school administration when the provisional assignments of teachers in a school are determined for the following school year.

5-21.09 Before April 30, the school administration shall inform the School Council of the provisional needs in terms of staff for the following school year.

5-21.10

a) During the month of June, the teachers in a school shall be informed of their subject(s) (secondary level), level(s) or speciality(ies) (pre-school and primary levels) which have been determined provisionally by the school administration for the following school year;
b) The teachers of a school will receive confirmation of yearly teaching assignments no later than the first workday of the school year;
c) Changes to these assignments can be made by the principal after consultation with the teacher concerned and after having given the teacher a reasonable notice in order to make the necessary adaptations.

5-21.11 Each year, any teacher who wishes to express a preference concerning transfers for the following school year must do so in writing to the board before April 15. The granting of transfers is at the discretion of the board.

6-8.00 PAYMENT OF SALARY

6-8.01 In conformity with the provisions of clause 6-8.01, the following terms and conditions for the payment of salary shall apply:

a) The total salary of the teacher shall be paid in 26 equal installments;
b) The first pay period must be no later than Thursday of the first calendar week in which the first work day falls.

6-8.02 Statements of earnings and deductions shall be distributed to each employee with each payment foreseen by clause 6-9.01. An explanatory memo will be included with the statement whenever there is a significant change to a teacher's pay slip or pay deposits.

6-8.03 Any monetary compensation not provided for in clause 6-9.02, including benefits provided for in clause 5-10.25, the monetary value of the balance of redeemable days as provided for in clause 5-10.31, as well as any amount due to a teacher who leaves the employ of the board at the end of the school year, shall be payable no later than July 31 following the end of the school year.

6-8.04 The total income of teachers referred to in clause 6-9.01, and the monies provided for in clauses 6-9.03 and 6-9.09 shall be deposited at any bank, credit union or trust company of the teacher's choosing at no cost to the individual teacher. If circumstances will not permit a direct deposit then payment shall be made by check sent to the teacher's personal address.

6-8.05 The teacher who leaves the employ of the board during the school year shall be entitled to receive all monies owed within 21 days of the teacher's departure.

6-8.06 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, within the two pay periods which follow the discovery or notification of the error.

However, if the teacher is required to repay any monies due to an error in payment, the board shall consult the teacher about the method of payment and the number of payments.

6-8.07 The board shall reimburse the teacher as soon as possible but no later than four weeks after the presentation of the supporting vouchers, for the expenses incurred by virtue of articles 12-3.00, 12-4.00 and 12-5.00.

6-8.08 A payment due to a teacher for a travel allowance incurred by virtue of clause 10-8.01 shall be paid as soon as possible, but in no case later than two pay periods after the receipt of the completed claim.

6-8.09 Payment for time worked in a given two-week pay period shall be made in accordance with clause 6-9.04, within the subsequent three working weeks, providing the board has received the appropriate documentation, for the following:

a) Occasional substitutes and adult education teachers;

b) Substitution or adult education works by a teacher holding a contract with the board;
c) Payment due by virtue of clause 8-7.02 e);
d) Part-time teachers employed for less than a full year.

6-8.10 Payments to teachers as a result of professional improvement activities shall be made according to the procedures and timelines determined by the professional improvement committee established by this collective agreement.

7-00.00 PROFESSIONAL IMPROVEMENT SYSTEM

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

In conformity with the provisions of article 7-2.00 of the Provincial Agreement, clause 4-10.00 replaces article 7-2.00.

8-5.02 DISTRIBUTION IN THE CALENDAR YEAR OF THE WORKDAYS WITHIN THE WORK YEAR EXCLUDING THE DETERMINATION OF THE NUMBER OF WORKDAYS AND PERIOD COVERED BY THE WORK YEAR

In conformity with the provision of clause 8-5.02 of the Provincial Agreement, the board and the union agree that clause 8-5.02 of the agreement shall be replaced by article 4-13.00 inclusively.

8-8.05 Substitution, group meetings and meetings with parents

8-8.05.01 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 part to substitutions. Failing this, the board or school shall call upon:

Either

a) An occasional substitute;

Or

b) The teachers of the school who have reached the maximum of their workload in conformity with the collective agreement and who wish to do so on a voluntary basis.

8-8.05.02 If none of the foregoing is available, the other teachers of the school according the following emergency system: to deal with such emergency situations, the school administration after consulting the teachers of its school, shall establish an emergency system among the teachers of its school in order to permit the smooth operation of the school. It shall assure each teacher will be treated equitably by the distribution of substitution within the emergency system.

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

8-8.05.03 GROUP MEETINGS AND MEETINGS WITH PARENTS

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

- the teacher shall not be obliged to attend group meetings on Saturdays, Sundays or holidays;

- outside the 27 hours of presence provided for in clause 8-6.02 a)i, the teacher may not be required to attend during the work year more than:

a) 10 group meetings of teachers convened by the board or the principal. These meetings must be held immediately after the dismissal of all the pupils from school and teachers shall not be required to remain at these group meetings more than one hour and a half;

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

b) Three meetings to meet parents. Such meetings shall normally be held in the evening and teachers shall not be required to remain at these meetings more than two hours and a half.

8-8.05.04 PROCEDURES FOR CONVENING MEETINGS

The principal shall convene staff and parent meetings. All teachers of the school shall attend on condition that the principal:

a) Provides a notice of at least five work days for an after-school meeting;
b) Provides at least 10 calendar day's notice for an evening meeting;
c) Prepares an agenda which includes items suggested by the board, the principal or the school council;
d) Posts the agenda at least three workdays prior to the meeting.

8-8.05.05 The notice stipulated in clause 8-8.05.04, for after-school meetings, shall be waived in situations in which the vital interests of the school require prompt action.

8-12.00 Distribution of duties and responsibilities among the teachers of a school

8-12.01 In primary schools, non-instructional time for teachers that occurs during the students' instructional timetable shall be in blocks of at least 30 minutes unless there is prior agreement between the teacher and the principal.

8-12.05 A teacher who is teaching at both the elementary and secondary levels shall have his or her basic workload established on a pro rata basis, based upon the teaching time established for the elementary and secondary levels in clause 8-7.03.

8-12.06 The itinerant teacher shall be entitled to an uninterrupted period of time of no less than 50 minutes for lunch, exclusive of traveling time.

8-12.07 In establishing the supervision schedules, the principals shall, as much as possible, assign the teacher in the school on an equitable rotation basis.

Supervision shall include homeroom, hall, school building and the surrounding area, and all other duties assigned to teachers, with the exclusion of the time devoted to the presentation of courses and lessons, and remediation.

9-2.00 GRIEVANCES AND ARBITRATION (FOR MATTERS NEGOTIATED AT THE LOCAL LEVEL)

9-2.01 The procedure for settling grievances and arbitration prescribed in article 9-1.00 applies.

9-2.02 Instead of the notice of grievances 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 a termination of a teacher's contract of engagement under article 5-7.00 or non-reengagement under article 5-8.00, the date of the meeting at which the board shall make its decision is the date of events.

9-2.05 Notwithstanding clauses 9-1.06 to 9-1.09, in the case of the termination of a teacher's contract of engagement under article 5-7.00 or non-reengagement under article 5-8.00, the notice of grievances constitutes a notice of arbitration once it is received by the QPAT and the QESBA.

10-7.00 HYGIENE, OCCUPATIONAL HEALTH AND SAFETY

10-7.01 In this article, ''Act'' refers to the Act respecting occupational health and safety (R.S.Q., c. S-2.1) and ''regulations'' refer to the inherent regulations.

10-7.02 The board and the union shall cooperate in order to maintain working conditions that respect the health, safety and physical well-being of teachers.

10-7.03 The obligations of teachers and the board are those prescribed by the Act and the regulations.

10-7.04 The means and individual or common protective equipment placed at the disposal of teachers, when this proves to be necessary by virtue of Act and the regulations applicable to the board, to respond to their particular needs, must in no way diminish the efforts required of the board, the union and the teachers to eliminate the sources of danger to their health, safety and physical well-being.

10-7.05 Whenever a teacher exercises the right of refusal prescribed by the Act, he or she must immediately advise the school administration.

Once notified, the school administration shall inform the union delegate of the situation and of the solutions it intends to apply.

For the purpose of the meeting, the union delegate may temporarily interrupt his or her work in accordance with the conditions prescribed in clause 3-6.01.

10-7.06 The right of a teacher mentioned in clause 10-7.05 is exercised subject to the pertinent sections of the Act and according to the methods prescribed therein, if need be.

10-7.07 The board may not dismiss or non-reengage a teacher, or impose any disciplinary or discriminatory measure on him or her, on the grounds that he or she exercised, in good faith, the right provided for in clause 10-7.05.

10-7.08 The board and the union agree that the parity committee on health and safety should operate jointly, to the extent possible, with other unionized personnel.

11-00.00 ADULT EDUCATION

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

11-2.00 RECALL LIST

11-02.01 The Union and School Board agree that the following clauses shall replace or modify clauses 11-2.01 to 11-2.05 of the provincial agreement.

11-02.01 The recall lists for adult education teachers created under article 11-2.00 of the 1999-2000 agreement shall continue to exist by virtue of this article.

11-02.02 The school board shall establish recall lists of hourly paid teachers or teachers with part-time contracts who are employed in adult education. There shall be two lists, one for each of the following specialities:

a) General Academic Subject;
b) Language Courses (not included in Ministry programs).

11-02.03 The recall lists shall be prepared for the following areas:

a) Quebec City;
b) Other centers with more than 1,000 group-hours.

11-02.04 On July 1st of each school year, the board shall add the names of new teachers on the appropriate recall list by speciality who meet the following conditions:

a) To have worked in adult education during the preceding year as hourly paid teachers or part-time teachers;
b) To have taught for more than 240 hours over two consecutive years;
c) To have been judged successful in their teaching.

11-02.05 The procedures to be used to evaluate the newly hired teacher shall be determined by the board after consultation with the Union.

11-02.06 Hours done as replacement will only be added to the list if the duration of the absence is more than 12 hours.

11-02.07 On July 1st of each school year, for each teacher whose name already appears on the recall list, the board shall add to their hours already accumulated the number of hours taught for the board in a specialty. The board shall list teachers in decreasing order of the number of hours recognized.

11-02.08 The official recall lists shall be sent to teachers by the board no later than July 15 of each school year. The board shall mail this document to the teacher's designated address.

11-02.09 The board shall also forward a copy of these lists to the Union no later than July 15 of each school year.

11-02.10 No later than May 15 of each school year, the board shall forward to each teacher whose name appears on the recall list the form on which he or she shall indicate the periods of availability for the following school year. The board shall mail this document to the teacher's designated address.

11-02.11 A teacher on the recall list must indicate in writing to the school board, no later than June 1st of each school year, his or her availability for the recall to a job. Such an indication should specify a maximum or a minimum number of hours, an expressed priority in the subject area program, a restricted geographical mobility, specific time(s) of the day and the year, the number of hours per day, per week, per semester, etc.

11-02.12 A teacher whose name is placed on the recall list for the first time shall receive, no later than July 30th, a copy of the form on which he or she shall indicate the periods of availability for the following school year. The board shall mail this document to the teacher's designated address. This form must be returned to the board within 15 days.

11-02.13 The board shall forward to the union a copy of the availability sheet completed by each teacher by August 30.

11-02.14 It is understood that the teacher shall be available to be recalled by the board only during those periods indicated on the form. A teacher may amend the notice of availability once a year including the priority expressed. To do so, the teacher must complete and send a new form to the board.

In the situation where a teacher had indicated a period of non-availability, the right to be recalled shall be resumed only from the moment the board receives the new form.

11-02.15 The board shall forward to the union a copy of any change in a teacher's availability as it occurs.

11-02.16 The form to be used shall be determined by the board after consultation with the union.

11-02.17 The board shall remove from the recall list the names of the teachers for the following reasons:

a) The refusal in the same school year of two (2) offers for a teaching position for which they are qualified and for which they declared themselves available;
b) Not being available for work for a period of 24 consecutive months except for the following reasons: parental leave, medical leave, work-related accident, temporary transfer of spouse, studies approved by the board;
c) Having obtained a full-time teaching position;
d) Having retired or resigned;
e) No longer being legally qualified;
f) Not having worked for the past three years.

11-02.18 If the school board decides to hire an hourly paid teacher or must grant a part-time contract in one of the areas listed in 11-02.02, it shall proceed in the following manner taking into account the expressed priority of the teachers.

a) The position shall be offered to the teachers on the recall list who are deemed by the school board to be capable of fulfilling the requirements of the position and whose declarations of availability include the position;
b) The position shall be offered in order to the teachers who have the greatest number of teaching hours on their recall list and whose declaration of availability includes the position;
c) Failing the above, the position shall be offered to a teacher not on the recall list.

11-02.19 A teacher whose name is on the recall list must inform the board where he or she can be reached by telephone, by fax or by email. The school board shall not have the obligation to offer a position to a teacher who cannot be contacted within a 48-hour period.

11-02.20 In the event that two or more teachers have the same number of hours in the specialties listed in clause 11-02.02, priority for recall shall be assigned in the order to the date of entry into services with the board from the earliest to the latest.

11-02.21 Should two or more teachers remain tied following application of the above clause, order of priority shall go the teacher with the greatest amount of teaching hours.

11-02.22 When a teacher accepts a position, a contract stipulating the conditions of the teaching position shall be signed by the teacher and the school board. If, by mutual agreement, the contract is not fulfilled, in part or in whole, then the teacher would not be in breach of contract.

11-02.23 In the event that a teacher engaged at an hourly rate cannot teach the number of hours foreseen due to the following circumstances:

a) Death of spouse, child, parent of the teacher;
b) Serious illness or disability of the teacher, or the teacher's spouse, child or parent;

The teacher shall then receive credit on the recall list for the number of hours the teacher would have taught. However, the teacher shall not be entitled to remuneration for the hours not taught.

11-02.24 The board shall offer a position to the teacher on the recall list who cannot be available for work because of maternity or adoption. For the purpose of this clause, the words maternity and adoption shall be interpreted according to those provisions that would apply to the maternity or adoption leave if the teacher were a regular full-time teacher. These provisions shall apply in the following manner:

a) For the teacher paid at the hourly rate, the position shall be granted and conserved for the duration of the leave. Furthermore, the hours foreseen for the position shall be considered taught for the duration of the leave. However, the teacher shall not be entitled to remuneration during the leave;
b) For the teacher under contract, the position and the contract shall be granted, and the teacher shall be entitled to the maternity or adoption leave, and benefits according to the provision of article 5-13.00 as if he or she were a regular full-time

teacher. The hours foreseen for the position shall be considered taught for the duration of the leave.

11-02.25 In the following circumstances, when the board cancels or modifies a teaching contract, a teacher shall receive full credit on the recall list for the number of hours that he or she would have taught.

a) Cancellation of the teaching contract by the school board due to an insufficient number of eligible students;

Or

b) Cancellation of a course or program by an institution with whom the school board has an agreement.

The stipulations of this clause do not apply if the board can offer the teacher another contract with at least the equivalent number of hours.

In the case of a contract of shorter duration, then the difference of hours shall be credited on the recall list.

The teacher shall not be entitled to remuneration for the hours not taught.

11-02.26 Any changes in the contract concerning localities and/or time shall be made by mutual agreement.

11-02.27 A teacher hired by the school board on an hourly rate or by part-time contract may resign without penalty provided that the teacher gives notice of his or her intent to the board at least 15 working days before the projected date of resignation.

11-02.28 When courses are offered by the school board and when conditions which prevent the use of the recall list are placed on the school board by outside bodies, the school board shall not be bound to follow the recall list. The burden of proof to establish such a need shall be borne by the school board.

11-02.29 If, in the application of clauses 11-02.01 to 11-02.28, there is a lack of clarity about how to proceed, the school board and the union agree to meet to work an appropriate resolution to any problems that may exist.

13-00.00 VOCATIONAL TRAINING

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

13-3.00 RECALL LIST

13-03.01 The Union and School Board agree that the following clauses shall replace or modify clauses 13-3.01 to 13-3.06 of the provincial agreement.

13-3.01 The recall list for vocational education teachers created under article 13-3.01 of the 1999-2000 agreement shall continue to exist by virtue of this article.

13-03.02 The school board shall establish a recall list of hourly paid teachers or teachers with part-time contracts who are employed in vocational education for the following specialties:

a) Secretarial Studies
b) Starting a Business
c) Hotel reception
d) Assistance in Health Care Facilities
e) Health, Assistance and Nursing
f) Pharmacy Technical Assistant

13-03.3 The recall list shall be prepared for the following areas:

a) Quebec City;
b) Other centers with more than 1,000 group-hours.

13-03.04 On July 1st of each school year, the board shall add the names of new teachers on the appropriate recall list by speciality who meet the following conditions:

a) To have worked in vocational training during the preceding year as hourly paid teachers or part-time teachers;

b) To have taught during at least two different semesters over the last two (2) years;

c) To have taught for more than 240 hours over two consecutive years;

d) To have been judged successful in their teaching.

13-03.05 The procedure to be used to evaluate the newly hired teachers shall be determined by the board after consultation with the Union.

13-03.06 For the purposes of the hiring process outlined in this article, the school year shall be divided into two semesters. The beginning and the end of each semester shall be determined by the Board after consultation with the Union.

13-03.07 On July 1st of each school year, for each teacher whose name already appears on the recall list, the board shall add to their hours already accumulated the number of hours

taught for the board in a specialty. The board shall list teachers in decreasing order of the number of hours recognized.

13-03.08 The official recall lists shall be sent to the teachers by the board no later than July 15 of each school year. The board shall mail this document to the teacher's designated address.

13-03.09 The board shall also forward a copy of these lists to the Union no later than July 15 of each school year.

13-03.10 No later than May 15 of each school year, the board shall forward to each teacher whose name appears on the recall list the form on which he or she shall indicate the periods of availability for the following school year. The board shall mail this document to the teacher's designated address.

13-03.11 A teacher on the recall list must indicate in writing to the school board, no later than June 1st of each school year, his or her availability for the recall to a job. Such an indication should specify a maximum or a minimum number of hours, an expressed priority in the subject area program, a restricted geographical mobility, specific time(s) of the day and the year, the number of hours per day, per week, per semester, etc.

13-03.12 A teacher whose name is placed on the recall list for the first time shall receive, no later than July 30th, a copy of the form on which he or she shall indicate the periods of availability for the following school year. The board shall mail this document to the teacher's designated address. This form must be returned to the board within 15 days.

13-03.13 The board shall forward to the union a copy of the availability sheet completed by each teacher by August 30.

13-03.14 It is understood that the teacher shall be available to be recalled by the board only during those periods indicated on the form. A teacher may amend a maximum of 3 times during the year the notice of availability including the priority expressed. To do so, the teacher must complete and send a new form to the board.

In the situation where a teacher had indicated a period of non-availability, the right to be recalled shall be resumed only from the moment the board receives the new form.

13-03.15 The board shall forward to the union a copy of any change in a teacher's availability as it occurs.

13-03.16 The form to be used shall be determined by the board after consultation with the union.

13-03.17 The board shall remove from the recall list the names of the teachers for the following reasons:

a) The refusal in the same school year of two (2) offers for a teaching position which they are qualified for and for which they declared themselves available;
b) Not being available for work for a period of 24 consecutive months except for the following reasons: parental leave, medical leave, work-related accident, temporary transfer of spouse, studies approved by the board;

c) Having obtained a full-time teaching position;
d) Having retired or resigned;
e) No longer being legally qualified;
f) Not having worked for the past three years.

13-03.18 If the school board decides to hire an hourly paid teacher or must grant a part-time contract in one of the areas listed in 13-03.02, it shall proceed in the following manner taking into account the expressed priority of the teachers:

a) The position shall be offered, the means of communication indicated on the availability form, to the teachers on the recall list who are deemed by the school board to be capable of fulfilling the requirements of the position and whose declarations of availability include the position;
b) The position shall be offered in order to the teachers who have the greatest number of teaching hours on their recall list and whose declaration of availability includes the position;
c) Failing the above, the position shall be offered to a teacher not on the recall list.

13-03.19 A teacher whose name is on the recall list must inform the board where he or she can be reached by telephone, by fax or by email. The school board shall not have the obligation to offer a position to a teacher who cannot be contacted within a 48-hour period.

13-03.20 In the event that two or more teachers have the same number of hours in the specialties listed in clause 13-03.02, priority for recall shall be assigned in the order to the date of entry into services with the board from the earliest to the latest.

13-03.21 Should two or more teachers remain tied following application of the above clause, order of priority shall go the teacher with the greatest amount of teaching hours.

13-03.22 When a teacher accepts a position, a contract stipulating the conditions of the teaching position shall be signed by the teacher and the school board. If, by mutual agreement, the contract is not fulfilled, in part or in whole, then the teacher would not be in breach of contract.

13-03.23 In the event that the teacher engaged at an hourly rate cannot teach the number of hours foreseen due to the following circumstances:

a) Death of spouse, child, parent of the teacher;
b) Serious illness or disability of the teacher, or the teacher's spouse, child or parent;

The teacher shall then receive credit on the recall list for the number of hours the teacher would have taught. However, the teacher shall not be entitled to remuneration for the hours not taught.

13-03.24 The board shall offer a position to the teacher on the recall list who cannot be available for work because of maternity or adoption. For the purpose of this clause, the words maternity and adoption shall be interpreted according to those provisions that would

apply to the maternity or adoption leave if the teacher were a regular full-time teacher. These provisions shall apply in the following manner:

a) For the teacher paid at the hourly rate, the position shall be granted and conserved for the duration of the leave. Furthermore, the hours foreseen for the position shall be considered taught for the duration of the leave. However, the teacher shall not be entitled to remuneration during the leave;
b) For the teacher under contract, the position and the contract shall be granted and the teacher shall be entitled to the maternity or adoption leave, and benefits according to the provision of article 5-13.00 as if he/she were a regular full-time teacher. The hours foreseen for the position shall be considered taught for the duration of the leave.

13-03.25 In the following circumstances, when the board cancels or modifies a teaching contract, a teacher shall receive full credit on the recall list for the number of hours that he or she would have taught:

a) Cancellation of the teaching contract by the school board due to an insufficient number of eligible students;

Or

b) Cancellation of a course or program by an institution with whom the school board has an agreement;

Or

c) Changes in the terms of the agreement.

The stipulations of this clause do not apply if the board can offer the teacher another contract with at least the equivalent number of hours.

In the case of a contract of shorter duration, then the difference of hours shall be credited on the recall list.

The teacher shall not be entitled to remuneration for the hours not taught.

13-03.26 Any changes in the contract concerning localities and/or time shall be made by mutual agreement.

13-03.27 A teacher hired by the school board on an hourly rate or by part-time contract may resign without penalty provided that the teacher gives notice of his or her intent to the board at least 15 working days before the projected date of resignation.

13-03.28 When courses are offered by the school board and when conditions which prevent the use of the recall list are placed on the school board by outside bodies, the school board shall not be bound to follow the recall list. The burden of proof to establish such a need shall be borne by the school board.

13-03.29 If, in the application of clauses 13-03.01 to 13-03.28, there is a lack of clarity about how to proceed, the school board and the union agree to meet to work an appropriate resolution to any problems that may exist.

The parties agree that the attached text constitutes the stipulations negotiated and agreed upon at the local level as well as the local arrangements, in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors and pursuant to the 2005-2010 provincial agreement.

Pierrette Laliberté
Director of Human Resources

Yves Lambert
Union President

Stephen Pigeon
Director General

Nancy L'Heureux
Coordinator of Human Resources

APPENDIX A

LETTER OF AGREEMENT

CHANGES TO THE EDUCATION ACT

The union and the board agree to meet at the request of either party to discuss any issue relating to any changes made to the Education Act and to adopt appropriate solutions.

Any solution accepted in writing by the board or by the union may have the effect of subtracting from or modifying a provision of this agreement or of adding one or more provisions to this agreement.

APPENDIX B

LETTER OF AGREEMENT

CATEGORIES

Category 1: Teaching at the pre-school, elementary and secondary level for students with handicaps, social maladjustments or learning disabilities.

Category 2: Teaching in pre-school classes.

Category 3: Teaching in elementary-level classes other than in fields 1, 2, 4, 5, 6, 7.

Category 4: Teaching of FRENCH in the elementary-level classes.

Category 5: Teaching of PHYSICAL EDUCATION in the elementary-level classes.

Category 6: Teaching of MUSIC in the elementary-level classes (previously category I.4).

Category 7: Teaching ARTS in the elementary-level classes.

Category 8: Teaching of general education courses in FRENCH at the secondary level.

Category 9: Teaching of general education courses in PHYSICAL EDUCATION at the secondary level.

Category 10: Teaching of general education courses in MUSIC at the secondary level.

Category 11: Teaching of general education courses in ARTS at the secondary level.

Category 12: Teaching of general education courses in ENGLISH as the language of instruction at the secondary level.

Category 13: Teaching of general education courses in MATHEMATICS AND SCIENCE at the secondary level.

Category 14: Teaching of general education courses in ETHICS AND RELIGIOUS CULTURE and CAREER DEVELOPMENT (P.O.P + Explo. + Entrepreneurship) at the secondary level.

Category 16: Teaching of general education courses in INTRODUCTION TO TECHNOLOGY and in CONTEMPORARY WORLD at the secondary level.

Category 17: Teaching of general education courses in SOCIAL STUDIES at the secondary level.

Category 18: Teaching of general education courses in COMPUTER SCIENCE at the secondary level.

Category 19: Other speciality at the secondary level

N.B. New categories shall be added as needed.

APPENDIX C

LETTER OF AGREEMENT

Coming into force of the agreement

This agreement shall come into force on the day of the signature without retroactive effect, unless otherwise provided.