Commission scolaire
Eastern Townships
School Board

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Local Agreement

between the

Eastern Townships School Board

and the

Appalachian Teachers' Association

2010 – 2015

Appalachian Teachers' Association
Association des Enseignants(es) des Appalaches

1-0.00 **DEFINITIONS**

1-1.11 **Board**

The Eastern Townships School Board, abbreviated as E.T.S.B.

1-1.29 **Entente**

All the stipulations negotiated and agreed at the provincial level by the CPNCA and QPAT in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

1-1.46 **Union**

The Appalachian Teachers' Association, abbreviated as A.T.A.

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

2-2.00 **RECOGNITION OF LOCAL PARTIES**

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

3-0.00 **UNION PREROGATIVES**

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

3-1.01 The Board and the Union agree that documents of a professional or syndical nature emanating from the Union shall be posted:

a) on the notice boards in the mail rooms and/or teachers' staff rooms, in the secondary schools and centres, and

b) on the notice boards designated for Union notices in the elementary schools.

3-1.02 The Board recognizes the right of the A.T.A. Representative(s) to ensure distribution of documents of a professional or syndical nature and delivery of notes of the same kind to each teacher at their place of work.

3-1.03 It is the responsibility of the Representative(s) of the Union to ensure that notices posted by virtue of this article are current.

3-1.04 The Board agrees to allow the Union to make use of the inter-school mail service of the Board, faxes and electronic mail system at no charge to the Union, for as long as these services exist.

3-2.00 USE OF SCHOOL BOARD PREMISES FOR UNION PURPOSES

3-2.01 Teachers may hold, without charge, meetings in a room of their school or centre provided that such meetings do not result in a reduction of the pupils' instructional time, or affect other planned activities. The A.T.A. Representative shall inform the Principal of the time and place when such meetings occur outside the school day.

3-2.02 The Union may request accommodation from the Board for the purpose of holding meetings. The Board shall provide the Association with the accommodation requested without charge provided that such accommodation is in a building of the Board and is available for the date(s) requested. Such meetings may not result in a reduction of the pupils' instructional time, or affect other planned activities.

3-2.03 In the case of a general meeting of the Union requested by virtue of clause 3-2.02, the request for facilities must be made to the Principal at least 48 hours in advance.

3-2.04 The Union shall ensure that the premises are left in good order.

3-3.00 DOCUMENTATION TO BE PROVIDED TO UNION

3-3.01 The Board shall, within eight working days of the request by the Union, transmit copies of letters and documents relating to the application of the entente, concerning one or more teachers providing these are not classified as confidential or privileged. This includes updated information.

3-3.02 The Union shall receive approved minutes of the public meetings of the Council of Commissioners.

3-3.03 Furthermore, throughout the school year, documentation shall be supplied to the Union according to the following schedule:

DOCUMENTATION	**DATE**
1 - List of teachers in each school - home addresses, publicly listed phone numbers. (updated as necessary)	September 30
2 - Statement of Employment *	October 30

(updated as necessary)

3 -	Reassigned teachers as per 8-12.10	October 15
4 -	Workload Information *	October 30
5 -	Seniority List (clause 5-2.08)	October 30
6 -	Pupil Population *	November 1
7 -	a) List of Categories b) List of Specialties by Centre	February 28
8 -	List of teachers affected by school closure	March 1
9 -	List of Teachers by Category	April 1
10 -	Student Projections (with the exception of Adult and Vocational Education courses) *	April 15
11 -	Vacancy list of receiving school(s) in the event of school closure	April 30
12 -	List of transfers effected due to school closure	April 30
13 -	List of Excess at the Board level (clause 5-3.11)	April 30
14 -	List of Excess Teachers at the school level	April 30
15 -	List of known vacancies/anticipated staff needs	By April 30
16 -	First Posting of Vacancies	Prior to May 15
17 -	List of teachers remaining in excess at School level after transfers to vacancies (clause 5-3.15)	By May 15
18 -	List of teachers requesting voluntary transfers as per clause 5-21.12	By May 15 and updated as necessary

19 - List of transfers effected	By June 1
20 - List of Teachers non-reengaged or placed on availability (clause 5-3.23)	By June 1
21 - List of Teachers remaining in excess after application of clause 5-3.14 and article 5-3.15.	By June 1
22 - MELS Budgetary Rules (article 10-12.01)	When available
23 - Pertinent information concerning availability reduction measures	When available

i) Granting of Pre-retirement (clause 5-4.05)
ii) Others (clauses 5-4.01 to 5-4.04)

* As per the document agreed upon by the Association and the Board.

3-4.00 **UNION SYSTEM**

3-4.01 Every teacher in the employ of the Board who is a member of the Association on the date of the coming into force of this agreement must remain a member for the duration of this 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 Association on the date of the coming into force of this agreement and who later becomes a member of the Association must remain a member for the duration of this 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 entente, every teacher must, upon his or her engagement, sign an application form for membership in the union. If accepted by the union, the teacher must remain a member of the union for the duration of the entente, subject to clauses 3-4.04 and 3-4.05. The union shall provide the board with the form. Within fifteen (15) days of receiving the application form for membership filled out by a new teacher, the board shall forward it to the union.

3-4.04 Every teacher who is a member of the Association may resign from the Association. Such resignation may in no way affect the employment ties as a teacher.

3-4.05 The fact that a teacher is refused membership in the Association or is

expelled from the ranks of the Association may in no way affect the employment ties as a teacher.

3-5.00 **UNION DELEGATE**

3-5.01 The Board recognizes the position of A.T.A. Representative.

3-5.02 For each school or centre, the Association shall appoint a teacher or teachers to the position of A.T.A. Representative(s).

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

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

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

3-5.05 The A.T.A. Representative (or substitute) may, in any dealings with the School Administration, be accompanied by the President of the Association or his/her designate should they not be available.

3-5.06 For the sole purpose of Association meetings held on school premises in accordance with article 3-2.00, the A.T.A. President or his/her delegate may invite other union representatives to enter the school.

3-7.00 **DEDUCTIONS OF UNION DUES OR THEIR EQUIVALENT**

3-7.01 By June 30 of each year, the Association shall notify the Board, in writing, of the amount set as the regular syndical dues for both the Local Association and the Provincial Association. Failing such notice, the Board shall make deductions in accordance with the last notice received.

The Board shall deduct from each pay from September to June inclusive:

- one twenty-sixth of the regular syndical dues in the case of every teacher who is a member of the Association.

- the equivalent of one twenty-sixth of the regular syndical dues in the case of every teacher who is not a member of the Association.

3-7.02 Thirty days before it becomes deductible, the Association shall notify the Board, in writing, of any amount set as an additional syndical levy according to by-laws of the Association.

When the Board has received such notice, it shall make deductions on each pay from every teacher, in accordance with the schedule provided by the Association.

3-7.03 Notwithstanding clause 3-7.01, for the teacher who enters the service of the Board after the beginning of the school year or who leaves the service of the Board before the end of the school year, the Board shall deduct union dues corresponding to pro-rata amount equivalent to the portion of the school year during which the teacher was employed.

3-7.04 By October 15th at the latest and subsequently on the 15th day of each month at the latest, the Board shall forward cheques to the Association representing the amounts deducted during the previous month in accordance with clause 3-7.01, 3-7.02 and 3-7.03.

The payment due by October 15th will be accompanied by a list of the persons assessed, and the amount deducted from each. Subsequent payments will be accompanied by a list of additions, and/or deletions from the original list.

4-0.00 METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS

4-2.00 METHODS AND SUBJECTS OF PARTICIPATION NEGOTIATED AND AGREED AT THE LOCAL OR REGIONAL LEVEL

4-2.01 The object of participation as described in this chapter is to ensure that the educational system will function harmoniously and effectively for the benefit of the students. It is recognized that teachers, as the persons most closely involved with teaching, must have input into the shaping of educational policies.

4-2.02 The appropriate participatory committee shall be consulted on all subjects for which the provisions of the entente, the agreement and the *Education Act* stipulate that the Board or the Principal are obliged to consult.

4-2.03 Consultation shall occur prior to the adoption of a policy within the scope of this agreement.

4-2.04 The participatory committees shall have a reasonable period of time in

order to respond to a policy proposal.

4-2.05 Any questions within the terms of reference of Chapter 4-0.00 may be referred by either party to the appropriate participatory committee.

4-2.06 At the Board level, the participatory committees shall be:

- Teacher Advisory Council,
- Central Professional Improvement Committee,
- Special Education Teacher Parity Committee,
- The Special Education Board Parity Committee.
- Health and Safety Committee

At the school level, the participatory committee shall be:

- School Council
- Special Needs Committee (site based)

Each participatory committee will establish its own rules of internal procedure

4-2.07 If the Board decides to take a course of action other than that recommended by the Teacher Advisory Council or Special Education Teacher Parity Committee, the reasons for the decision will be given, in writing, at the next meeting of that committee. The Board must consider further recommendations of the committee, should there be any, prior to making a final decision.

4-3.00 SCHOOL COUNCIL

GENERAL PRINCIPLES

4-3.01 Within each school and centre, there shall be a School Council. This School Council shall be a participatory and coordinating body. It also performs a communication role.

4-3.02 Decision-making shall be the responsibility of the Principal. Nevertheless, the School Council of each school or centre must be consulted before the implementation of policies made by the Principal affecting the educational policy or student discipline in that school or centre. In addition, it must be consulted prior to any decision being made by the Principal of the school or centre, which would establish or modify the pedagogical or disciplinary organization of the school or centre.

The School Council must be specifically consulted on the following items:

1. The critical dates and calendar of events.

2. The educational objectives of the school or centre, including the Success Plan, in relation to the community which it serves on an annual basis.

3. The general organization of student activities, whether integrated into the school or centre program or extra-curricular.

4. The formulation and application of school rules.

5. Any item referred to the School Council by virtue of article 8-12.00 of this agreement.

6. The budgetary proposals at the school level for instructional material and educational activities.

7. The time, date, and duration of parent-teacher meetings.

8. The emergency substitution plan in conformity with clause 5-1.20 section E.

9. The manner of applying decisions of a pedagogical or disciplinary nature emanating from the Board and/or the Ministry of Education.

10. The school-based activities on pedagogical days with the exception of those days prior to the commencement of classes in September.

11. The student course of study, options, time allocation and scheduling.

12. System of reporting student lateness and absences.

13. The following three items, it being understood that consultation through the School Council is the "procedure determined by the teachers" in conformity with section 96.15 of the *Education Act:*

    - the criteria for the introduction of new instructional methods;
    - in accordance with the *Education Act* and in keeping with the school budget, the textbooks and instructional material required for the teaching of programs of studies;
    - the standards and procedures for the evaluation of student achievement, in keeping with the prescriptions of the Basic School Regulation and subject to the examinations that

may be imposed by the Minister or the School Board.

14. The supervision schedule.

15. The criteria for the distribution of student teachers.

16. Value added as per Appendix 26.

4-3.03 The School Council must study and express its opinion on any questions within its jurisdiction referred to it by either the Principal, the Chairperson of the School Council or any member of the teaching staff through the Chairperson of the School Council.

4-3.04 Between the date of the request to the School Council for advice and the date of implementation of a measure, the School Council has 30 days in order to fulfill the obligation that it has to consult with staff of the school, before making its recommendation.

4-3.05 If the Principal does not concur with a unanimous recommendation of the School Council, she/he shall provide the reasons, in writing, to the School Council at the next meeting. Nevertheless, the Principal shall verbally provide the reasons to School Council at its next meeting in the event that she/he does not concur with any other recommendation.

COMPOSITION

4-3.06 The School Council shall be composed of members of the school's teaching personnel elected by their colleagues. The number of School Council members shall not be greater than nine. The composition of the School Council shall be forwarded to the Board and the ATA by September 30th.

4-3.07 The Principal shall be a non-voting member of the School Council, but shall be exclusive of the number of members stated in clause 4-3.06.

4-3.08 The School Council shall be established by September 15th of each year.

OPERATION

4-3.09 The School Council shall meet at least six times during the school year.

4-3.10 All School Council meetings shall be open to all members of the teaching staff.

4-3.11 At its first meeting, the School Council shall elect a Chairperson and a Secretary from among its members to serve for the year.

4-3.12 The decisions of the School Council are made by a majority vote of the members present who are entitled to vote. If votes are equally divided, the Chairperson has the casting vote.

4-3.13 No meeting can have the status of a School Council meeting without a quorum of at least two-thirds of its voting members being present. The failure of the School Council to form a quorum shall not impede the implementation of subjects vital to the operation of the school. The School Council shall adopt all other rules of internal procedure.

4-3.14 Notwithstanding the foregoing, should the School Council not be able to convene during July and August at the request of the Principal, the Principal may disregard this consultative process for matters relating to clause 4-2.02 that require decision during the months stipulated.

4-3.15 In such cases, the Principal shall immediately send a letter to the Chairperson of the School Council with a copy to the President of the Association informing them of the situation, and the action the Principal has taken. These decisions and the reasons therefore shall be the subject of discussion at the next meeting of the School Council.

4-4.00 SITE BASED SPECIAL NEEDS COMMITTEE GENERAL PRINCIPLES

4-4.01 On or before September 30th of each school year, a committee composed of teachers and of the school administration shall be set up in each school. The committee's mandate shall be:

a) taking into account the criteria defined by the parity committee set up under clause 8-9.02 of the entente, 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 1st or at 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 of the entente 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 of the entente;

d) to periodically assess the effectiveness of the conditions facilitating access to the 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 its 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 of the entente. The committee may call upon a member of the professional or support staff working regularly with at-risk students or students with handicaps, social maladjustments or learning difficulties to take part in the discussions.

4-5.00 TEACHER ADVISORY COUNCIL

GENERAL PRINCIPLES

4-5.01 It is recognized that teachers wish and are in a position to provide expert advice on pedagogical matters. It is therefore incumbent upon them to provide this information through channels established in this article. It is equally important that the Board request this information from the teachers in order to ensure the favourable and harmonious functioning of the system, and in order to aid the Board in reaching decisions.

COMPOSITION

4-5.02 The TAC shall include a maximum of five teacher representatives, and the President of the Association or his/her delegate, the Director of Educational Services or his/her delegate and if need be the Director responsible for a particular policy, or his/her delegate. If the Association requests, the number of teacher representatives can be greater than five.

The President of the Association and the Director of Educational Services may together invite any individual(s) for the purpose of enlightening the TAC on questions which fall within its competence.

OPERATION

4-5.03 The TAC will meet a minimum of six times during the school year. After each meeting, the TAC shall produce a written report, including recommendations, if any, to be given to the Director General, or

his/her delegate. Decision-making shall be the exclusive responsibility of the Board.

4-5.04 No later than September 15th of each year, the Director of Educational Services and the President of the Association shall meet in order to determine a preliminary list of subjects to be dealt with by the TAC, or any of its sub-committees, as well as the date for the first meeting of the TAC and a tentative schedule of meetings for the remainder of the year. The Director of Educational Services and the President of the Association may also meet during the year to consider subjects to be placed on the agendas.

The subjects may include the following:

a) The pedagogical goals, objectives and policies of the Board.
b) The introduction of programs, courses and initiatives.
c) Teaching methods and the procedure to be followed to implement them.
d) Student evaluation and the method of reporting student progress to parents/guardians.
e) Items requiring consultation of teachers under section 244 of the *Education Act*.
f) Statistics and research, including the methodology of data collection and tabulation.
g) Initiatives from educators.
h) TAC may study any other pedagogical matter submitted to it by either the Union or the School Board

4-5.05 The Board shall send all draft policies to the Association President.

4-5.06 At its first meeting the Council shall elect a chairperson and a secretary.

4-6.00 CENTRAL PROFESSIONAL IMPROVEMENT COMMITTEE

GENERAL PRINCIPLES

4-6.01 The Central Professional Improvement Committee (C.P.I.C.) shall be responsible for the allocation of funds made available each year through the Entente for all professional improvement and in-service training activities: for the Youth, Adult Education and Vocational Education sectors.

This allocation of funds shall be made according to the criteria determined annually by the C.P.I.C.

4-6.02 **COMPOSITION**

1) The Central Professional Improvement Committee shall at all times be on a basis of equal representation and consist of 8 members.
2) The School Board shall appoint 4 members and 2 alternates.
3) The Association shall appoint 4 members and 2 alternates in the service of the School Board. For the purpose of this clause, the Association President shall be considered a teacher in the service of the School Board.
4) A quorum shall consist of 3 members from each party as specified in paragraphs 2) and 3) of this clause.

4-6.03 **OPERATION**

On or before June 30th of each year, the Board and the Association shall form a Central Professional Improvement Committee for the following school year.

Each party shall inform the other, in writing, of its representatives and alternates by July 15th of each year, for the following school year. The existing PIC shall meet prior to May 15th to review and formulate a report on the year's finances and activities.

4-6.04 1) The Director General or her/his delegate, after consulting with the Association President, shall call the first meeting of the Central Professional Improvement Committee on or before September 15th of each year for the duration of this agreement.

2) At its first meeting, the Committee shall elect a chairperson and a secretary, one of whom shall be a school board representative and the other a teacher.

3) At its first meeting, the Central Professional Improvement Committee shall review its own rules of internal procedure.

4) Within a period of five working days following the meeting, the recording secretary shall circulate the minutes to all members of this Committee, and to the Director General.

5) This Committee shall meet once a month during the months of May and September and during other months at the call of the chair.

4-6.05 After the Central Professional Improvement Committee has determined the needs of the milieu as provided in chapter 7-0.00, it

shall decide on the allocation of funds according to its mandate. The Committee shall forward in writing to the School Board, with a copy to the Association, and itemized budget showing the projected allocation of all funds.

4-6.06 The Central Professional Improvement Committee will establish a formula for the distribution of the global funds to the school level and for board wide activities. The individual school PIC will consider the needs of its milieu in determining the use of school level PIC funds.

4-6.07 An individual school or centre will establish a local PIC committee at the first staff meeting of the school year. Annually, the local PIC will review its mandate, and the needs of the milieu in determining the use of school PIC funds.

4-6.08 Within the scope of clause 4-5.06, expenses incurred by teachers and deemed valid by central or school level committees shall be reimbursed only to the maximum allowed in the Board policy on the reimbursement of travel expenses.

4-7.00 SPECIAL EDUCATION TEACHER PARITY COMMITTEE

GENERAL PRINCIPLES

4-7.01 The Board and the Association shall set up an advisory committee (SETPC) of teachers dealing with students with handicaps or special maladjustments or learning disabilities. The committee's mandate shall be:

a) to give its view on the drawing up of a policy on the organization of educational services for students with handicaps or special maladjustments or learning disabilities;

b) to suggest the terms and conditions for integrating students into regular groups and the support services to be provided to the students;

c) to make recommendations concerning the implementation of the policy.

4-7.02 COMPOSITION

1) The SETPC shall at all times be on a basis of equal representation and consist of 10 members.

2) The Board shall appoint 5 members, and the Association shall appoint 5 members. For the purposes of this clause the Association President shall be considered a teacher in the service of the Board.

3) A quorum shall consist of three members from each party.

4-7.03 **OPERATION**

1) On or before September 15th of each year the Board and the Association shall form a SETPC for the school year. Each party shall inform the other, in writing, of its representatives by September 15th.

2) The Director General, or his/her delegate, after consulting the Association President, shall call the first meeting of the SETPC prior to September 30th.

3) The chairperson and secretary of the committee shall be appointed annually. The committee will adopt all other rules of internal procedure.

4) The committee shall meet a minimum of five times a year, at the call of the Chair.

4-8.00 **SPECIAL EDUCATION BOARD PARITY COMMITTEE**

GENERAL PRINCIPLES

4-8.01 In conformity with clause 8-9.02 of the entente, the Board and the Association shall set up an advisory committee (SEBPC) of teachers dealing with students with handicaps or special maladjustments or learning disabilities. The committee's mandate shall be:

a) to give its view on the policy on the organization of educational services for students with handicaps, social maladjustments or learning disabilities and to make recommendations concerning the implementation of the policy and the methods for integrating students into regular groups as well as the support services required for the students' integration;

b) to recommend models for organizing services that could be implemented in schools to provide support for the formation of classes including, among other things, setting up groups of students as a result of a priori weighting, the creation of a resource or transition class or the addition of services;

c) to give its view on the services to be offered at the board level;

d) to verify all the resources available under clause 8-9.01;

e) to determine the criteria for the allocation of resources to schools according to the policy in effect at the board;

f) to analyze requests from schools in relation to the allocation criteria established;

g) based on the total available resources allocated under 8-9.01, to recommend to the board:

i) the allocation of resources among schools;
ii) the portion of resources to be allocated as compensation due as a result of the weighting of certain students with special needs to be paid, where applicable, to be included in the schools budget;
iii) the reserve to be maintained for additional services that will be determined during the following year under clause 8-9.05;

h) to receive and study the reports prepared under subclause e) of clause 8-9.03 and to make the recommendations it deems appropriate.

The committee may call upon representatives of other categories of employment to take part in the discussions.

4-8.02 **COMPOSITION**

1) The SEBPC shall at all times be on a basis of equal representation and consist of ten members.

2) The Board shall appoint 5 members, and the Association shall appoint 5 members. For the purposes of this clause the Association President shall be considered a teacher in the service of the Board.

3) A quorum shall consist of three members from each party.

4-8.03 **OPERATION**

1) On or before September 15th of each year the Board and the Association shall form a SEBPC for the school year. Each party

shall inform the other, in writing, of its representatives by September 15th.

2) The Director General, or his/her delegate, after consulting the Association President, shall call the first meeting of the SEBPC prior to September 30th.

3) The chairperson and secretary of the committee shall be appointed annually. The committee will adopt all other rules of internal procedure.

The committee shall meet a minimum of 3 times a year, at the call of the Chair.

4-9.00 HEALTH AND SAFETY COMMITTEE

GENERAL PRINCIPLES

4-9.01 To provide a forum in which any issue of concern, general or specific, regarding health and safety.

The main goals and priorities of the committee shall be:

a) Establish and maintain a policy that defines a procedure to address issues;
b) Develop a formal channel of communication about concerns raised by teachers;
c) Ensure measures are in place to prevent occupational injury and illness;
d) Discuss and make recommendations for viable solutions to issues / concerns raised in the schools and centres;

4-9.02 COMPOSITION

The committee shall be composed of a maximum of 6 members (3 from the school board and 3 from the union).

4-9.03 Before September 30th of each year, each party shall inform the other of its respective members. The committee will meet at the request of either party.

5-0.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS

5-1.00 ENGAGEMENT

SECTION B Provisions dealing with priority of employment list for the purposes of awarding contracts (subject to security of employment, priorities of employment and acquisition of tenure)

Part II Provisions dealing with priority of employment lists subject to the principles outlined in Part I

5-1.13 The existing lists of the preceding collective agreement remain in effect until they are replaced in conformity with the provisions of the following section.

5-1.14 a) As of July 1st of each year, the Board shall draw up a priority of employment list for the purpose of granting contracts in the youth sector and shall forward before July 31st a copy thereof to the Union. The disciplines (as per clause 5-21.04), which a given teacher is qualified to teach, must be listed by each teacher's name.

b) The name of a teacher may not appear on more than one priority of employment list.

d) Should the teacher be eligible to have his or her name entered on more than one priority of employment list, the teacher shall decide on which list his or her name shall be entered.

5-1.15 To be eligible for a priority of employment list, the teacher must meet one of the following conditions:

a) Was, on the date of the coming into force of the agreement, on an existing priority of employment list under the former agreement;

b) Has taught, on a part-time basis within the board, during at least two of the three preceding school years, accumulated at least one full year (200 days) of experience during this period and has received a recommendation to be added to the list by the Board after having completed the performance appraisal process. Failure of having undergone the performance appraisal process cannot lead a teacher to be ineligible for the priority of employment list

5-1.16 In accordance with subclause a) of clause 5-3.35, any teacher whose name is on a priority of employment list and who is granted a regular teaching contract shall retain a priority of employment for a part-time contract if he or she is nonreengaged because of surplus

as long as his or her name remains on the list of nonreengaged teachers.

5-1.17 The teacher who has a part-time contract may, if he or she so agrees, be assigned additional teaching periods in the same subject in the same school if the timetable of the school so permits without entailing other changes until such a time as he or she acquires a full teaching load, but without changing his or her status of part-time teacher.

5-1.18 Priority of employment lists shall be updated on July 1st of each year based on the cumulative durations of the part-time contracts of each teacher whose name is registered on the lists concerned and the full-time contracts of teachers referred to in the second paragraph of subparagraph a) of clause 5-3.35, where applicable. Before July 31of each year, the Board shall send a copy of the lists to the Union.

5-1.19 A teacher's name may be removed from the priority of employment list for one of the following reasons:

a) The refusal of an offer of employment except in the case of:

i) a maternity, paternity or parental leave covered by the Act respecting labour standards (R.S.Q., c. N-1.1);

ii) a disability within the meaning of the agreement;
iii) a full-time position with the local union or QPAT;

iv) a position being offered in a school more than 100 km from the residence of the teacher, providing they have indicated to the Board before April 30th their desire not to go beyond 100 km; the Board will provide each teacher with a form to complete;

v) a refusal of a position beyond 100 km from the residence of the teacher if the position is less than 50%.

b) The acquisition of full-time employment;

c) Not having worked for two years;

d) Negligence in the performance of his or her duties as per clause 5-7.01.

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

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

a) provide proof of his or her qualifications and experience;

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

c) provide proof of teaching or relevant experience;

d) produce any other information required in writing following the application for employment.

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

5-1.20.03 The teacher must inform the board in writing of any change of address or telephone number.

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

- Access to an electronic version of this document;

- an application form for membership in the union;

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

5-1.20.05 The board shall provide a copy of the teacher’s contract of engagement when completed or no later than thirty-five (35) workdays from the first workday. In the case of a contract obtained under the second paragraph of clause 5-1.08, the time limit shall begin as of the 61st workday.

Section D Consequence of refusing a regular teaching position assigned in accordance with subparagraph i) of clause 5-3.36

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

In the absence of such provisions, the consequence is the same as that applicable to a refusal of a part-time contract with any necessary modifications.

Section E Substitution

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

either

an occasional substitute registered on a list maintained by the Board for this purpose;

or

the teachers of the school who have reached the maximum of their workload according to clause 8-7.02 a) of the Entente and who wish to do so on a voluntary basis;

or

if none of the foregoing is available, the other teachers of the school according to the emergency substitution plan as referred to in 4-2.02.

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

5-3.24 Rights, obligations and salary of the teacher on availability

The following provisions replace clause 5-3.24, paragraph d) of the entente with the following:

d) i) Unless there is an agreement to the contrary between the school administration and the teacher concerned, the teacher on availability who has been assigned a part-time teaching assignment for the school year, shall be required to be present from the beginning of the work year to the end of the work year, proportional to the portion of the salary received by virtue of the application of the Entente.

ii) The teacher on availability who does not have a part-time teaching assignment shall be required to be present full time from the beginning of the teacher work year up to a number of days of the work year proportional to the portion of the salary received by virtue of the application of the Entente.

Furthermore, should the teacher on availability wish to establish another distribution of the work days, following the 101st work day, the Board may not refuse to consider such a request. The terms and conditions relating to this

redistribution shall be agreed upon between the teacher and the Board in writing prior to January 1st. Failing agreement, paragraph d) i) shall apply.

5-5.00 **PROMOTION**

The following clauses are added to article 5-5.00.

5-5.06 In conformity with the Promotion Policy, the Board shall determine the particular characteristics and the benefits attached to the positions of the Staff Assistant and Head Teacher.

5-5.07 For each opening of any of the positions referred to in clause 5-5.06, the Board shall post a notice containing:

a) the title of the position to be filled.

b) a brief description of the particular characteristics of the position and the benefits connected with it.

c) a listing of the criteria of eligibility and the requirements of the position.

d) an invitation to apply in writing for the said position within a minimum of ten calendar days. This time limit may be altered with the mutual consent of the Association and the Board. A copy of this notice shall be forwarded to the Association at the same time. The Board shall endeavor to post this notice by May 31st.

5-5.08 The Board shall inform each candidate in writing as to whether the teacher has been successful or unsuccessful in his/her application, at least one day before the announcement of the promotion is posted. The Board shall endeavor to inform the successful candidate by June 30th.

5-6.00 **PERSONAL FILE AND ISSUES PERTAINING TO DISCIPLINARY MEASURES AND SANCTIONS EXCLUDING DISMISSALS 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 thirty (30) 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 forty-eight (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 sign to acknowledge the fact that a disciplinary letter has been given or sent to the teacher in question.

5-6.08 In the event the teacher does not present himself or herself at the disciplinary meeting, the countersigned letter shall be sent to the teacher in question by registered or certified mail, by fax, or delivered by hand or bailiff.

Section B Personal File

5-6.09 Only a disciplinary letter countersigned under clause 5-6.07 may be placed in the teacher's personal file.

5-6.10 Within fifteen (15) workdays of receiving a letter of warning, reprimand or suspension, the teacher may make written comments he or she feels are relevant to the disciplinary measure and have the comments entered in his or her personal file.

5-6.11 Every letter of warning placed in the teacher's personal file shall become null and void one hundred (100) workdays after the date on which it is issued unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.

5-6.12 Every letter of reprimand placed in the teacher's personal file shall become null and void two hundred (200) workdays after the date on which it is issued unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.

5-6.13 Every letter of suspension placed in the teacher's personal file shall be withdrawn from the said file three hundred (300) workdays after the beginning of the suspension unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.

5-6.14 In the case of a subsequent disciplinary measure within the time period prescribed in clause 5-6.11, 5-6.12 or 5-6.13, the expiry date of the first measure shall automatically be carried forward to the expiry date of the second measure.

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

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

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

become null and void and shall be returned to the teacher at the same time as the disciplinary letter to which the comments refer.

5-6.17 Upon prior notification of at least forty-eight (48) hours and at any time during the board's regular office hours, the teacher accompanied or not by a union representative, may consult his or her personal file on the condition that he or she provide proof of his or her identity, if necessary.

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

5-6.18 The only evidence that may be used against a teacher during arbitration shall be that found in the teacher's personal file in accordance with this article.

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

Section C Transitional Measures

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

5-7.00 **DISMISSAL**

5-7.01 The board may only terminate a teacher's contract of engagement for one of the following reasons: incapacity, negligence in the performance of his or her duties, insubordination, misconduct or immoral behaviour.

5-7.02 The board or the school administration may relieve the teacher temporarily of his or her duties, with or without total salary.

5-7.03 The teacher and the union must be informed in writing by registered letter, certified mail or some other verifiable means determined by the Board of:

a) the board's intention to terminate the teacher's engagement;

b) the date, time and place on which the Board will consider terminating the teacher’s contract of engagement. The Association and the teacher concerned may intervene and be present during the vote at the public meeting.

The teacher concerned and/or the Association shall be granted a private hearing with the Council of Commissioners prior to its making a decision if so requested by the teacher concerned

and/or the Association. The Association's presence at these meetings shall be at the request of the teacher concerned.

c) the basic facts, for information purposes, and the reasons supporting the intention to dismiss the teacher, without prejudice. No objection may be based on the insufficiency of the facts provided.

5-7.04 As soon as the union is notified, it may investigate and make the representations it deems necessary.

5-7.05 A teacher's contract of engagement may only be terminated between the fifteenth (15^{th}) and the thirty-fifth (35^{th}) working days from the date on which the teacher was relieved of his or her duties, unless the board and the union agree in writing on an extension of the time limit.

The contract may be terminated only after deliberations at a meeting of the council of commissioners or of the board's executive committee.

5-7.06 At least twenty-four (24) hours before the meeting is held, the union shall be notified of the date, time and place where the decision to terminate or not the engagement shall be made. The union and the teacher concerned may intervene and be present during the vote at the public meeting. The union and the board shall determine the terms and conditions of the intervention.

5-7.07 Within three (3) workdays of the board’s decision, the board shall send a notice to the teacher and the union by registered or certified mail, by fax, or delivered by hand or bailiff of its decision to terminate or not the teacher's contract of engagement and, as the case may be, of the date on which the teacher resumed or is to resume 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 he or she has received a judgment; such notification must be given within twenty (20) days of the date on which the judgment was issued.

5-7.10 The board agrees not to invoke the absence of legal qualifications to terminate the contract of a teacher engaged as such.

5-7.11 Should the union wish to submit a grievance, it must do so in accordance with article 9-2.00.

5-7.12 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the dismissal was followed and whether the reasons given by the board in support of such a dismissal constitute one of the reasons for termination specified in clause 5-7.01.

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

5-8.00 NON-REENGAGEMENT

5-8.01 This article applies to regular teachers only.

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

5-8.03 The union must be informed no later than May 15th of each year, by means of a list to this effect, sent by registered or certified mail, by fax, or delivered by hand or bailiff, of the board's intention not to renew the engagement of one or more teachers. The board must also forward such a notice to the teacher concerned. However, this clause does not apply to non-reengagement because of a surplus of personnel within the framework of article 5-3.00.

5-8.04 As soon as the union receives the list, it may investigate and make the representations it deems necessary.

5-8.05 At least twenty-four (24) hours before the meeting is held, the union shall be notified of the date, time and place where the decision regarding non-reengagement shall be made.
The union and the teacher concerned may intervene and be present for the vote during the public meeting. The board and the union may determine the terms and conditions of the intervention.

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

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

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

5-8.08 The union may, if it contests the reasons given by the board, submit a grievance to arbitration in accordance with article 9-2.00, but only if the teacher has been in the employ of a board, a school administered by a government ministry or another educational institution designated by the Minister, in which he or she held, with the same employer, a pedagogical or educational position[1] for two (2) periods of one hundred and sixty (160) workdays or more or, if there was a change in employer, three (3) periods of one hundred and sixty (160) workdays. Each period falls in a distinct year of engagement included in a continuous period not exceeding five (5) years.

5-8.09 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the non-reengagement was followed and, where applicable, whether the reason or reasons given by the board in support of the non-reengagement constitute one of the reasons for non-reengagement mentioned in clause 5-8.02.

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

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

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

5-9.00 RESIGNATION AND BREACH OF CONTRACT

Section A Resignation

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

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

Section B Breach of Contract

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

5-9.03 A teacher who is on a leave without salary that terminates at the end of a school year and who fails to give notice of his or her intention to resign within the time limit specified in clause 5-9.01 shall be considered as returning to work. However, the teacher who does not return to his or her position on the first workday of the school year during which he or she must return to work shall be in breach of contract as of the second workday of that same year.

5-9.04 The fact that a teacher uses his or her leave of absence without salary for purposes other than those for which he or she obtained it may constitute a breach of contract as of the beginning of the leave, unless there is an agreement between the teacher and the board.

5-9.05 Failure on the part of a teacher to signify, under clause 5-7.09, that a judgment has been rendered in his or her case within the time limit specified in that clause constitutes a breach of contract by the teacher, commencing from the date on which he or she was relieved of his or her duties.

5-9.06 In the case of a breach of contract within the meaning of clause 5-9.02, 5-9.03, 5-9.04 or 5-9.05, the contract shall not be terminated automatically. Such a breach of contract shall constitute a reason for dismissal and shall have the effect of allowing the board to terminate a teacher's contract of engagement according to the procedure prescribed in clauses 5-7.03, 5-7.04 and 5-7.06.

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

5-9.08 Such a breach of contract cannot have the effect of 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 prior notification of her/his absence to the Principal or his/her delegate in accordance with existing procedures except in the cases where this is a physical impossibility

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5-11.02 In the event the Board wishes to contest the reasons given for an absence, it must do so within the 30 days of the submission of the report on the absence. It shall do so by notifying the teacher in writing, with a copy of the notice being sent to the Association.

In the 15 days following the receipt of the notice of contestation referred to in the previous clause the teacher and/or the Association may make representation to the Board. Failing agreement between the parties, the Board shall notify in writing the teacher and the Association of its decision to deduct from the teacher's salary an amount corresponding to the duration of the absence as provided for in clause 6-8.03 of the Local Agreement.

5-11.03 A teacher returning to duty shall notify the Principal or his/her delegate in accordance with existing procedures.

5-11.04 All absence forms for medical absences of more than four consecutive days must be accompanied by a medical certificate in order to be considered complete.

5-11.05 The requirement of a teacher reporting to the school shall be waived if one or other of the following conditions applies:

a) closure of the school to pupils by the Board owing to inclement weather or for reasons which cause the building to be unfit for normal use. It shall be the teacher's responsibility to ensure that the

school has been declared closed by the Board;

b) closure of the school to pupils owing to inclement weather or for reasons which cause the building to be unfit for normal use when the pupils are present in the school. In this case, teachers shall remain on duty until the dismissal of the pupils has been completed to the satisfaction of the school administration.

5-12.00 CIVIL RESPONSIBILITY

5-12.01 This article also applies to casual supply teachers, teachers-by-the-lesson and hourly paid teachers.

5-12.02 The board shall undertake to assume the case of every teacher whose civil responsibility might be at issue during the actual performance of his or her duties during the workday or outside the workday when the teacher is carrying out activities specifically authorized by the school administration. The board agrees to make no claim against the teacher in this respect, unless a teacher has been found guilty of serious fault or gross negligence by a court of law.

5-12.03 As soon as the legal responsibility of the board has been established by a court of law, the board shall indemnify every teacher for the total or partial loss, theft or destruction of personal belongings which by their nature are normally used in or brought to school, unless the teacher has shown gross negligence which has been established by a court of law. However, in the case of theft due to breaking and entering, or of destruction due to acts of God, such as a fire, the board shall indemnify the teacher even if its legal responsibility has not been established. In the event that such loss, theft or destruction is already covered by insurance held by the teacher, the compensation paid shall be equal to the loss actually incurred by the teacher.

5-14.00 SPECIAL LEAVES AND LEAVES FOR FAMILY RESPONSIBILITIES

Section A Special leaves

5-14.02 In addition to those reasons provided for in clause 5-14.02 (a-h) of the entente, the following reasons shall also apply:

i) the birth of a grandchild: the day of the event;

j) the graduation of the teacher’s child: day of the event;

k) serious illness or accident, either of which requires immediate medical intervention, of the teacher's spouse, child, or parent: a

maximum of three working days; explanation provided.

l) for the moving of one's place of residence: the day of the event;

m) for the purpose of attending to legal matters which cannot be done at another time, one day;

n) for optical, dental and those medical and paramedical appointments which are not the result of the application of clause 5-10.24 of the Entente, which cannot be arranged at another time, a maximum of two days;

o) a teacher may request to take a greater number of days than those stipulated for any of the occasions described in this clause providing that the total number of days of special leave actually taken does not exceed eight working days per year, and that the teacher has sought and received prior approval from the Board;

p) the Principal may grant, at his/her discretion, a maximum of two of the eight allowable days of special leave for absences due to driving hazards caused by road conditions;

q) the Principal may grant, at his/her discretion, a special leave in order to allow a teacher to attend the funeral of a student or colleague. It is understood that the granting of a special leave under this clause shall not result in a marked disruption to the operations of any school(s) in the Board.

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

5-15.01 The Board may grant a leave of absence without salary for a complete year or for a lesser duration.

5-15.02 Notwithstanding clause 5-15.06 the Board shall, at the request of the teacher, grant a leave of absence without salary for a complete school year or the balance of the school year in progress for extenuating personal circumstances due to:

a) the death of the teacher's spouse, child, or parent;

b) the serious illness or accident of the teacher's spouse, child or parent;

c) an extended illness following exhaustion of all sick leave benefits.

5-15.03 The Board shall grant all requests for leave without salary which are submitted for any of the following reasons:

a) to allow a teacher to pursue full-time university studies; to allow a teacher in the area of Vocational Education to pursue any instruction recognized by the Board;

b) to allow a teacher to serve with the National Defense Schools of the Federal Government, or in a foreign school arranged by the Provincial Government; (loan of service)

c) to allow a teacher to do work on curriculum development in a field related to their teaching assignment.

5-15.04 The Board may, at its discretion, grant a leave of absence without salary for a specified period not exceeding one contractual year for any other reasons it deems valid, including extending maternity and paternity leave beyond the two years provided for in clause 5-13.60 of the Entente.

The granting of such a leave shall be the exclusive responsibility of the Board; however, in the case of a refusal, the Board, if the teacher so requests, shall provide the latter with the reason for its refusal. The reasons so given in good faith shall not be contested.

5-15.05 All applications for leaves of absence without salary, or any extension thereof, must be submitted in writing to the Director of Human Resources.

Applications for leave of absence without pay for a complete school year must be submitted prior to March 15th of the preceding year.

5-15.06 The teacher whose leave of absence request for the coming school year has been approved shall be advised by April 20th. Unsuccessful applicants shall also be advised by the same date.

5-15.07 The Board reserves the right to cancel the engagement of the teacher who uses the leave of absence without salary for purposes other than those for which the teacher obtained it, but this decision may be made only after the situation has been reviewed by the Director General and the President of the Association.

5-15.08 Upon the teacher's return, the teacher shall be assigned duties in accordance with the provisions of this agreement.

5-16.00 LEAVES OF ABSENCE FOR MATTERS RELATED TO EDUCATION

5-16.01 The teacher who is invited to give lectures on educational matters or to take part in activities (seminars, pedagogical committees, conventions, symposiums, pedagogical study sessions) dealing with education may, after having obtained the prior approval of the board, benefit from a leave of absence without loss of salary, with the rights and benefits the teacher would have received under this agreement had he or she actually been in the service of the board.

5-16.02 Clauses 5-16.03 to 5-16.05 apply to a teacher called upon to participate in an exchange program with other school boards in Quebec, Canadian provinces or foreign countries within the scope of an agreement concluded between the board, the Government of Canada or the Government of Quebec and another school board, a foreign government or another provincial government.

5-16.03 The teacher called upon to participate in an exchange program described in clause 5-16.02 shall, for the duration of the exchange, obtain a leave of absence without loss of salary, with the rights and benefits, excluding Chapter 8-0.00, that the teacher would have received under this agreement had he or she actually been in the service of the board.

5-16.04 The provisions of clause 5-16.03 apply to the preparation and evaluation meetings required for the exchange program.

5-16.05 Upon his or her return, the teacher shall be assigned duties in accordance with the provisions of this agreement.

5-18.00 TEACHER'S CONTRIBUTION TO A SAVINGS INSTITUTION OR CREDIT UNION

5-18.01 The union shall notify the board of its choice of a single savings institution or credit union for its members. It shall forward the board a standard deduction authorization form.

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

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

5-18.04 Thirty (30) days after a teacher has sent a written notice to this effect, the board shall cease to deduct the teacher's contribution to the savings institution or credit union.

5-18.05 Amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.

5-18.06 The list of changes to be made in deductions shall be issued only between October 1 and 31 and between the first and the last day of February of each year.

5-21.00 ASSIGNMENT AND TRANSFER

Section B ASSIGNMENT AND TRANSFER PROCEDURE SUBJECT TO CRITERIA NEGOTIATED AND AGREED UPON AT THE PROVINCIAL LEVEL

5-21.10 For the purposes of applying this article, when two or more teachers have equal seniority, the teacher who has the most experience shall be considered as having the most seniority; and, of those who have equal experience, the teacher who has the most experience in the field shall be considered as having the most seniority; and, of those who have equal experience in the field, the teacher who has the most schooling shall be considered as having the most seniority. If after all these procedures a tie still exists, the teacher shall be chosen by the Board.

5-21.11 If, following the application of the procedures of clause 5-3.13, there is a need for staff in any of the categories or sub-categories of teachers in the school, the school administration shall attempt to fill such need from among the teachers in the school whether they are declared excess or not.

In following this procedure, the School Administration shall take into account the assignment criteria described in clauses 5-21.05 and 5-21.06 of the entente.

The School Administration shall advise the School Council of the result of these procedures.

5-21.12 On or before April 1st of each year, the Principal shall provide each teacher in the school, including those on leave of absence with or without salary, with a form upon which the teacher may indicate their preference for assignment and/or transfer for the following school year.

5-21.13 The standardized form referred to in clause 5-21.12 shall provide for

the teacher to indicate a preference to keep the same or similar assignment.

5-21.14 These assignment preferences shall be taken into account when the provisional assignments of teachers in a school are determined by the school administration for the following school year.

5-21.15 Before May 15th of each year, the Board shall post in each of its schools a provisional list of the staffing needs which remain to be met for the following school year indicating the pertinent information. Before this date, the Board shall inform in writing the teachers who remain excess following the application of clause 5-21.11 and who are therefore subject to a transfer.

5-21.16 a) Within five days of the posting of this list, the teachers who are then subject to a transfer must express in writing, to the School Administration, their preferences in terms of the needs posted by the Board according to clause 5-21.15 as well as their interest in any other post.

b) Within these same five days any other teacher may also express their wishes concerning the positions posted.

5-21.17 a) Following the application of clause 5-21.16, proceeding by order of seniority, the Board shall decide on the transfer of teachers declared excess in order to meet the needs posted according to clause 5-21.10.

b) Following the application of paragraph (a) above of this clause, proceeding in order of seniority, the Board will consider and decide on the transfer of non-excess teachers who have requested transfer in accordance with clause 5-21.12 or clause 5-21.16 of this agreement in order to meet the needs posted in accordance with clause 5-21.10.

5-21.18 As subsequent vacant positions become available, the Board shall continue to consider requests indicated in accordance with clause 5-21.16 or article 8-11.00 proceeding in order of seniority with due regard for the assignment criteria in clause 5-21.06 of the entente.

5-21.19 If a vacancy in a school occurs, prior to June 30th, after the application of clause 5-21.17, the excess teacher from that school who has been assigned elsewhere shall be returned to that teacher's original school if that teacher meets the requirements of the post and the teacher has expressed their intention in writing to the Board. Between July 1st and the first working day of the school year, the Board will consider

returning the displaced excess teacher to their original school if the teacher meets the requirements of the opened post and the teacher has expressed an interest in writing to return.

5-21.20 a) Two or more teachers may exchange their categories within or between schools or their assignments between schools with the approval of the Principals of the school(s) involved, and the Board.

The following provisions will apply for job exchange:

a) the exchange will last for one school year; from July 1st to June 30th.

b) a teacher participating in such an exchange would, for job security and assignment and transfer purposes, be deemed to be teaching in their usual position; that they would retain all the rights to the position and classification that they would have had as a member of the usual staff.

COMPULSORY TRANSFERS

5-21.21 Any compulsory transfer of a teacher shall occur after consultation with the teacher and the Association President.

5-21.22 A teacher being transferred for the following school year shall normally be advised in writing by June 15th,

5-21.23 A teacher being transferred during the months of July and August will be advised by certified mail or equivalent. Failure to receive notification shall not prejudice the applicability of the transfer.

5-21.24 A teacher being transferred during the school year shall be notified in writing where possible at least ten days in advance. Such notification must be dated at least ten calendar days in advance of the effective date of the transfer.

6-8.00 PAYMENT OF SALARY

6-8.01 Payment of salary shall be by direct deposit.

6-8.02 Each teacher will be provided with a statement specifying all earnings and deductions for each payment.

6-8.03 Should the Board discover or be informed of an error in payment of the teacher's remuneration, this error shall be corrected, at the latest, with

the second installment of the teacher's remuneration which follows the discovery or notification of the error. In the case of an overpayment to the teacher, the Board shall retain no more than 15 % of the teacher's salary on each pay, until the overpayment is totally reimbursed.

6-8.04 The teacher who leaves the employ of the board shall be entitled to receive all monies owed to him/her within 21 days of the teacher's departure.

6-8.05 Any monetary compensation not provided for in clause 6-8.01, as well as any amount due to the teacher who leaves the employ of the Board shall be payable no later than July 15th following the end of the school year.

6-8.06 The oversize class compensation payment shall be made every year in three installments, on or before the following dates or events: the Christmas Holidays; April 15th and pay period following June 30th.

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

7-2.01 The terms and conditions of this article are stipulated in article 4-5.00 of this agreement.

8-5.00 **DURATION OF WORKING TIME**

8-5.01 The following replaces clause 8-5.01 of the entente:

A teacher's work year shall comprise 200 workdays.

Provided the Board and the Association reach an agreement on the distribution of the workdays (clause 8-5.02), the work year shall have no more than four planning days prior to the first day of classes for students.

Failing an agreement concerning the distribution of workdays (clause 8-5.02), a teacher's work year shall begin on September 1st and end on June 30th.

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

A. Subject to the following sub-clauses, the distribution of the workdays (teaching days and planning days) in the calendar is the responsibility of the Board.

B. Of the planning days, a certain number shall be designated as Board-wide planning days, school planning days and three shall be designated as teacher planning days.

C. The teacher planning days shall be regular workdays, unless used as compensation days in conformity with the Board's guidelines on that subject, but shall be reserved for the teacher's personal planning in schools.

D. In order to ensure a minimum of 180 teaching days in each school, the Board may convert planning days to teaching days, with the exception of the three teacher planning days.

E. The President of the Association, or his or her delegate, and the Director of Human Resources, or his or her delegate, shall meet by October 31st to discuss the distribution of workdays in the calendar for the following school year.

F. The calendar shall be drafted by March 1st.

G. If there is no agreement by March 1st between the President of the Association, or his or her delegate, and the Director of Human Resources, or his or her delegate, the Board shall determine the distribution of the work days, but in doing so shall respect the following:

1. The number of teaching days shall be180 days.

2. Two (2) teacher planning days shall be placed adjacent to the Easter Holiday and one (1) attached to the Friday proceeding May 25th (Victoria Day).

3. The placement of at least one planning day to accommodate the QPAT Annual Convention.

8-6.00 WORKWEEK

8-6.06 TERMS AND CONDITIONS FOR THE DISTRIBUTION OF WORKING HOURS

The 27 hours of presence shall ensure a period of one hour per week of common presence preceding or following the pupils' timetable to allow for the accomplishment of teachers' general duties (see 8-2.01 of the Entente).

The School Council shall be consulted on the day to be set-aside for the one-hour of common presence, as well as the mechanism for the alteration of said hour.

Prior to September 30th the following shall take place:

1) The Principal shall meet each teacher to give them a copy of their scheduled teaching and supervision time and advise them as to how much other time must be scheduled by the teacher to bring their assigned presence to 27 hours.

2) The teacher shall add periods of assigned presence to their timetable to bring the total presence to 27 hours per week. The teacher must notify the principal of the 5 hours of work of a personal nature as in article 8-6.00 of the entente.

   The teacher shall submit a copy of their timetable indicating the total 27 hours of assigned presence and the 5 hours of work of a personal nature for acceptance.

For such period of common presence, the Principal, the representative of the Board or School Council shall provide, at least 24 hours in advance, an outline of any specific items to be dealt with for all or a portion of the teachers required to be present for a particular meeting. Under extenuating circumstances, the Principal may waive the 24-hour notice in order to deal with an urgent matter.

In determining the framework of the 35 hours per week, the Board shall situate the assigned presence of the teacher in the time frame of 7:00 a.m. to 6:00 p.m. unless the teacher concerned is assigned to activities in Adult Education Services or Vocational Education Services.

Moreover, this framework shall not exceed a daily span of eight hours. In the case of teachers assigned to Adult Education Services, the workday may not extend beyond 11:00 p.m. and must be situated

within a consecutive eight-hour workday.

In determining the work day, the Board shall not require the teacher to be in school more than 15 minutes prior to the beginning of their duties as outlined in 8-7.01 of the Entente, or 10 minutes following the completion of these duties.

8-7.07 **Supervision of the arrival and dismissal of students and the movement of students not included in the workload**

a) This includes supervision of each teacher's students during entry to class, exit from class and of students during location changes.

b) The Principal shall, after consultation with the School Council, establish a policy for the types of supervision outlined in paragraph a).

c) The policy shall ensure continual supervision of the movement of all students during the students' presence at school.

8-8.04 **Group meetings and meetings with parents**

Group Meetings

The Board or the School Administration may convene the teachers, with at least one week notice, for any group meeting held during the teachers' work year, taking into consideration the following provisions:

The teacher shall be required to attend these meetings within the 32 hours of presence provided in clause 8-6.06 of this agreement as well as during the times provided for in the following paragraph.

Outside the 27 hours of presence provided for in clause 8-6.06 of this agreement, the teacher may not be required to attend, during the work year, more than:

i) ten group meetings of teachers convened by the Board or School Administration. These meetings must be held immediately after the dismissal of all the pupils from school but may exceed the framework of the teacher's work week as provided for in clause 8-6.06 of this agreement. 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 school shall be considered as a group meeting of teachers;

ii) three meetings to meet parents. Such meetings shall normally be

held in the evening; and shall normally last no more than three hours.

In addition to 8-6.02, should the number of meetings in (i) or the number or duration of meetings in (ii) be exceeded, compensation shall be granted.

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

TEACHING ASSIGNMENT

8-12.01 Each year, prior to April 30th, the school administration shall establish the preliminary pedagogical objectives and organization of the school for the following school year and this, after the participation of the teachers in the school.

8-12.02 For this purpose, the Principal at the secondary level shall provide the School Council with a summary of the student course selection data when it is available.

8-12.03 The Board shall retain the right of distribution of all teachers in the system in order to meet the priorities and goals it has determined. Notwithstanding the above, the Board shall attempt to respect the following goals:

a) a normalization of the pupil-teacher ratio for similar elementary schools.
b) an equalization of the opportunity for and frequency of specialist instruction.
c) the provision of teachers experienced at the primary level for level one elementary classes.

8-12.04 In distributing duties and responsibilities at the secondary level, the Board or its delegate(s) shall attempt to ensure that the number of different course preparations per day should be minimized.

8-12.05 When preparing examination timetables and invigilation schedules, the Principal shall give consideration to those who have large amounts of correction to ensure that these teachers have a significantly reduced invigilation schedule.

8-12.06 In recognition of the specific preparation required for homeroom students, each teacher with a homeroom assignment shall have this assignment included in his workload as defined in clause 8-7.02 a) of the Entente.

8-12.07 For the teacher whose assignment involves both the primary and secondary levels in the school, the teacher's workload as defined in clause 8-7.02 a) of the Entente will be calculated according to the following formula:

1380 min./wk = (1.15 x S) + P
Where S = number of minutes with secondary students and,
P = number of minutes with primary students

8-12.08 For the purposes of determining the designation of a split class involving both primary and secondary students for the application of workload provisions of a teacher, the class shall be designated to the level of the majority of the students involved.

8-12.09 a) Where possible, by June 15th, but at least three days prior to the end of the teachers work year, the teachers in a school shall be informed of their subject(s) (secondary level), level(s) or speciality(ies) (pre-school and primary level(s)) which have been determined provisionally by the school administration for the following school year.

b) The teacher will be notified of any changes in the provisional assignment as soon as possible.

c) The confirmation of these provisional assignments for a teacher in a school shall be determined by the school administration at the beginning of the following school year. It shall notify the teacher of any subsequent change.

8-12.10 The Specific assignments referred to in clause 8-12.09 c) may be altered by written notification to the regular non-surplus teacher concerned. Re-assignments effected after October 15th of each year must be allowed up to five days notice to the teacher prior to the date of commencement of the new assignment. Upon request of the teacher, the Principal may grant a release from part or all of the teacher's classroom duties for a period not exceeding five days for appropriate preparation.

ITINERANT TEACHERS

8-12.11 In determining the assignment of functions and responsibilities of itinerant teachers, the Principal shall adhere to the following condition: The time devoted to the total functions and responsibilities assigned by virtue of clause 8-6.02 a) of the Entente shall include at 30 minutes each of the days an itinerant teacher is required to perform functions in two or more schools/sites. If the time to travel between schools is in

excess of 30 minutes, this time shall be included accordingly.

LUNCH PERIOD

8-12.12 The lunch period of all teachers referred to in clause 8-8.03 of the Entente must allow the teacher to avail themselves of the regular cafeteria services when such are provided by the school.

In schools where regular cafeteria services are not provided, the lunch period of a teacher shall begin no earlier than 25 minutes before the first lunch period for students nor terminate no later than 25 minutes after the last lunch period for students.

Notwithstanding the above, the teacher may accept the placement of the lunch period referred to in clause 8-8.03 of the Entente in another time providing this acceptance is given in writing.

SUPERVISION

8-12.13 In order to ensure adequate supervision at times envisaged by clause 8-7.02 of the Entente, the following procedures shall apply:

a) Where possible teacher supervision preferences shall be respected.

b) Before the first day of classes, the Principal shall establish, after consultation with the School Council, the supervision needs for the school year. These needs shall indicate;

i) the areas to be supervised
ii) the time(s) at which the areas are to supervised.

c) The Principal will attempt to fulfill any cafeteria supervision required in accordance with 8-12.13 (b) i) by assigning only those teachers supervision who have indicated a preference for such supervision.

Should times remain uncovered, the Principal shall consult the School Council to determine an equitable means of distributing the remaining time.

In the case of Massey-Vanier High School, no teacher shall be assigned cafeteria supervision unless the teacher has indicated such a preference in writing.

9-2.00 **GRIEVANCES AND ARBITRATION (for matters negotiated solely at the local level)**

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

9-2.01 Instead of the notice of grievance prescribed in clause 9-1.05, the union may send a letter to the board to reserve its right to contest a disciplinary measure granted under article 5-6.00. The letter must be sent within the time limit prescribed in clause 9-1.05.

9-2.02 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.

9-2.03 In the case of the termination of a teacher's contract of engagement under article 5-7.00 or nonreengagement under article 5-8.00, the date of the meeting at which the board shall make its decision is the date of the event.

9-2.04 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 nonreengagement under article 5-8.00, the notice of grievance constitutes a notice of arbitration once it is received by the QPAT and the QESBA.

10-8.0 **HYGIENE, OCCUPATIONAL HEALTH AND SAFETY**

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

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

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

10-8.04 The means and individual or common protective equipment placed at the disposal of teachers, when this proves to be necessary by virtue of the Act and the regulations applicable to the board, to respond to their particular needs, must in no way diminish the efforts required of the board, the union and the teachers to eliminate the sources of danger to their health, safety and physical well-being.

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

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

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

10-8.06 The right of a teacher mentioned in clause 10-8.05 is exercised subject to the pertinent sections of the Act and according to the methods prescribed therein, if need be.

10-8.07 The board may not dismiss or nonreengage a teacher, or impose any disciplinary or discriminatory measure on him or her, on the grounds that he or she exercised, in good faith, the right provided for in clause 10-8.05.

10-9.00 **TRAVELLING EXPENSES**

10-9.01 Traveling expenses shall be reimbursed to the regular full time teacher who must travel on the same day from one building of the Board to another building of the Board or to another work station as required by the Board, and this within the terms of her/his assigned duties.

10-9.02 Traveling expenses shall also be reimbursed to part time teachers required by the Board to report to a location other than their regularly assigned school or schools.

10-9.03 The teacher shall be reimbursed in accordance with the Board's policy on traveling allowance.

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

Part II Provisions dealing with the recall lists subject to the principles outlined in Part I

11-2.04 The existing lists of the preceding collective agreement remain in effect until they are replaced in conformity with the provisions of the following section.

11-2.05 A separate recall list shall be established for each Adult Education Centre.

a) On July 1st of each school year, the Board shall add to these lists, by specialty, the names of teachers who have successfully taught

a minimum of 300 hours in a given specialty, for the Board within the previous school year, as a teacher at an hourly rate or as a part-time teacher and have received a recommendation to be added to the list by the Board after having completed the performance appraisal process.

It is understood that if a teacher, in a given year, teaches in more than one specialty, that the 300-hour requirement applies to each specialty.

For each of the teachers' names on the list, the board shall, in the case of newly added names, enter the number of hours taught, to a maximum of 800 hours in the previous school year.

In the case of names already on the list, add the number of hours taught to a maximum of 800 hours in the previous school year to those already credited to the particular teacher.

It is understood that if a teacher teaches in more than one specialty, that the school board will not recognize more than a total of 800 hours in the previous year.

The List of Specialties shall include:

a) Secondary 1 – 5 Language Arts
b) Literacy /Study Skills / Pre-Secondary
c) FSL Secondary 1 – 5
d) Math Secondary 1 – 5 / Computer Applications / Sciences
(includes Physical Science, Biology, Chemistry, Physics)
e) SIS
f) Social Studies (includes Personal Social Development Skills)
g) Francisation

11-2.06 A teacher's name may be removed from the recall list for one of the following reasons:

a) Refusal of an offer of employment except in the case of:

i) a maternity, paternity or parental leave covered by the Act respecting labour standards (R.S.Q., c. N-1.1);

ii) a disability within the meaning of the agreement;

iii) a full-time position with the local union or QPAT;

b) Not having worked for two years;

c) Negligence in the performance of his or her duties as per clause 5-7.01.

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

Part II Provisions dealing with the recall list subject to the principles outlined in Part I

13-3.05 The existing lists of the preceding collective agreement remain in effect until they are replaced in conformity with the provisions of the following section.

13-3.06 A separate recall list shall be established for each Vocational Training Centre.

a) On July 1st of each school year, the board shall add to these lists, by category or sub-category, the names of teachers who have successfully taught a minimum of 300 hours for the Board, to a maximum of 720 hours in a given category or sub-category in their specialty, as a teacher at an hourly rate or as a part-time teacher; and have received a recommendation to be added to the list by the Board after having completed the performance appraisal process.

For each of the teachers' names on the list, the board shall, in the case of newly added names, enter the number of hours taught in the category or sub-category or, in the case of names already on the list, add the number of hours taught in the category or sub-category in the previous school year to those already credited to the particular teacher.

13-3.07 A teacher's name may be removed from the recall list for one of the following reasons:

a) Refusal of an offer of employment except in the case of:

i) a maternity, paternity or parental leave covered by the Act respecting labour standards (R.S.Q., c. N-1.1);

ii) a disability within the meaning of the agreement;

iii) a full-time position with the local union or QPAT;

b) Not having worked for two years;

c) Negligence in the performance of his or her duties as per clause 5-7.01.

In witness thereof the parties to this agreement have signed in Magog, Québec this 7th day of the month of February 2013.

FOR THE APPALACHIAN TEACHERS ASSOCIATION

Megan Seline
President

Gail Klinck
Teacher

Martin Roberts
Teacher

FOR THE EASTERN TOWNSHIPS SCHOOL BOARD

Michael Murray
Chairman

Chantal C. Beaulieu
Director General

Jeffrey Pauw
Director of Human Resources