LOCAL AGREEMENT

between

THE RIVERSIDE SCHOOL BOARD

and

THE RIVERSIDE TEACHERS' UNION

Including locally negotiated text and local arrangements, within the framework of the law governing Negotiations in the Public and Parapublic Sector (R.S.Q Chapter R-8.2) and in conformity with Article 10-10.00 of the Entente (CPNCA/QPAT 2020-2023)

June 2024

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1-1.10 Definitions

1-1.11 Board

The school board: The Riverside School Board

1-1.46 Union

The union: The Riverside Teachers' Union

2-2.00 Recognition of Local Parties

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

3-1.00 Communication and Posting of Union Dues

3-1.01 The union has the right to the use of the board's inter-school mail service and the email system in accordance with School Board policy and the terms and conditions set forth in Appendix A.

3-2.00 Use of School Board Premises for Union Purposes

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

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

3-3.00 Documentation to be Provided to the Union

3-3.01 The union will be copied on all RSB communications sent to all teachers.

3-3.02 The board shall transmit to the union the September 30th enrolment figures for the Youth Sector between October 15 and 31st.

3-3.03 Class lists with student codes shall be transmitted to the union no later than November 30th or the last workday preceding this date. At the Adult Education and Vocational Education Sectors, it shall be transmitted to the teachers 15 workdays after the class has begun. Refer to Appendix B

3-3.04 Upon request, the union shall have the right to receive the information specified in Appendix XXXI in a manner which respects the pupils' and parents' right to privacy, the details concerning the schools and classes in which these students are located as well as the support services being provided.

3-3.05 No later than October 31, the board shall transmit the information specified in Appendix C for each teacher in its employ, provided the information has not been supplied by virtue of another clause of this agreement.

3-3.06 Between September 30th and November 30th, the board shall transmit a list of the teaching staff in each school. The union will receive a copy of all official letters sent to the teachers by the Board.

3-3.07 No later than October 31, the board shall transmit the information specified in Appendix C for each teacher in its employ, provided the information has not been supplied by virtue of another clause of this agreement.

3-3.08 The board shall transmit the information described in Appendix D within fifteen (15) workdays of the union’s request, unless otherwise specified in the appendix.

3-3.09 The board shall transmit any other documentation to which the union has a right by virtue of the provisions of the agreement.

3-4.00 Union System

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

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

3-4.03 As of the date of the coming into force of the entente, every teacher must, upon his or her engagement, sign an application form for membership in the union. If accepted by the union, the teacher must remain a member of the union for the duration of the entente, subject to clauses 3-4.04 and 3-4.05. The union shall provide the board with the form. Within fifteen (15) days of receiving the application form for membership filled out by a new teacher, the board shall forward it to the union.

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

3-4.05 The fact that a teacher is refused membership in the union or is expelled from the ranks of the union shall in no way affect his or her employment ties as a teacher.

3-5.00 Union Delegate

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

3-5.02 For each school or group of schools, the union shall appoint a teacher from the school or group of schools to the position of union delegate. It may also appoint several teachers to that position. When there is more than one union delegate, the union shall designate one of them as the senior union delegate. Whenever the term "union delegate" is used in this agreement, it is understood that it also refers to the senior union delegate. For each school, the union may also designate a teacher from the school as a substitute for the union delegate. The alternate shall have all the rights and the responsibility of the union delegate in the latter’s absence.

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

3-5.04 The union shall inform the board and the school administration, in writing, of the names of the union delegates and alternates by October 15th.

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

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

3-5.07 Delegates will have time accredited in their workload, under Other Professional Duties (OPD), for the review of teacher workloads with administration. The amount of time should be proportional to the number of workloads that need to be reviewed.

3-7.00 Deduction of Union Dues or Their Equivalent

3-7.01

a) Before August 1st of each year, the union shall notify the board in writing of the amount set as the regular union dues for all categories of members. Failing such notice, the board shall make deductions according to the last notice received.

b) Sixty (60) days before it becomes deductible, the union shall notify the board in writing of the amount set as the new regular union dues.

3-7.02

a) When the board has received the notice provided for in clause 3-7.01 a), it shall deduct from the teacher's income during the year:

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

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

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

c) The deductions by virtue of sub-clauses a) and b) shall be made from each payment or remaining payment in the school year.

d) When the board has received the notice provided for in clause 3-7.01 c), it shall deduct the special union dues according to the schedule agreed to with the union. The deductions shall begin no later than the first payment of the teacher's income, following the period of time provided for in clause 3-7.01 c):

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

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

3-7.03 In the case of a teacher who enters the service of the board after the beginning of the school year, the board shall deduct the amount set as union dues from every payment of income remaining due.

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

3-7.05 In the case of a teacher who has left the service of the board, the board shall deduct, from any payment of income, the applicable union dues.

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

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

4-0.00 Methods, Subjects, Procedures of Participation of Teachers Other Than the Subjects (and their Methods) Negotiated and Agreed upon at the Provincial Level

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

Part I Methods and Subjects Determined by the Local Parties

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

a) the implementation of new pedagogical methods;

b) the change of report cards and the board's evaluation policy concerning examinations by the board;

c) student discipline;

d) introduction of new program and courses;

e) evaluation of pedagogical methods;

f) selection of instructional materials and textbooks;

g) educational research and experimentation;

h) permanent closure or partial closure of a school;

i) opening or partial opening of new schools;

j) Timetable

k) those matters covered in articles 8-12.00, 10-12.00 and 10-13.00.

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

4-2.02 As well as the subjects mentioned in clause 4-1.01, the following subjects shall be submitted to a participating body of teachers at the level of the school (School Council):

a) the general organization of student activities, both integrated into the school program and extra-curricular;

b) the orientation of student teachers;

c) the integration of teachers new to the staff

d) the intent and application of new school regulations including those emanating from the Ministry of Education, the board and the school administration;

e) the application in the school of changes in teaching methods;

f) the in-school activities organized by the school administration for days in the school calendar on which pupils are not required to be in class, excepting those prior to the commencement of classes in the fall;

g) parent-teacher relations and liaison with the governing board;

h) the emergency substitution plan as per 8-8.05 Section I d);

i) the apportionment of budgetary amounts which are available to the school, and this by the dates necessary to fulfill board deadlines;

j) to review support provided by secretarial staff for educational processes in the school

k) the selection of textbooks;

l) to review the names of school-specific substitutes, where applicable

m) the equitable distribution of teachers' duties and responsibilities;

n) to review the school's report cards' standards

o) the use of technological tools as per Provincial 4-1.03 (teaching and general duties);

p) the responsibilities resulting from the application of board policies established after consultation with the appropriate consultative body;

q) the collection, sale or distribution of materials for a school fund-raising activity or to benefit outside profit, non-profit or service organizations and in which teachers are expected to participate actively;

r) the placement of pedagogical days to be fixed by the school;

s) the operation of the ad-hoc committee provided for in 8-9.06;

t) the recognition of certain extracurricular activities for the purposes of appendix H;

u) the recognition of activities Appendix XXVI (Value Added Activities)**.**

Section B Procedures for Participation

4-3.00 General Principles

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

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

a) the Educational Policies Committee (EPC),
b) the Professional Improvement Committee (PIC),

c) the Special Education Committee on the Organization of Services (SEC).

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

4-3.01 Any committee established by this chapter shall represent the preschool, elementary, secondary, adult education and vocational education teachers.

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

4-3.03 Whenever the board or the school administration does not concur with the written recommendations of the consultative body, the board or the school administration shall state the reasons for the decision at the next meeting of the said consultative body. In the case of the PIC, the EPC or the SEC, the reasons shall be in writing.

4-3.04 Each committee may invite to a meeting, at no cost unless authorized by the board, any person to enlighten or inform the committee on a matter under deliberation.

4-3.05 Any questions within the scope of the system of participation must be referred by the school administration or the board to the appropriate consultative body provided for in this agreement.

4-3.06 Upon request, the union and the board or their representatives shall provide, wherever possible, relevant data that is pertinent to the work of the consultative body.

4-3.07 There shall be a bank of a maximum of sixty (60) days, for the purpose of allowing union representatives to attend meetings held during the pupils' timetable, as follows:

a) Professional Improvement Committee - fifteen (15) days,
b) Educational Policies Committee - fifteen (15) days,
c) Special Education Committee on the Organization of Services - fifteen (15) days.

The remaining fifteen (15) days may be utilised by any of the three (3) committees named above, or some other committees such as Calendar or Health

and Safety, if the need arises. All other meetings shall be held after the pupils' timetable.

4-3.08 Every consultative body may establish sub-committees. Sub-committees of any committee, with the agreement of the said body, may have access to the bank of days provided in clause 4-3.09.

4-3.09

a) Each committee shall be a parity committee. The union and the board shall each appoint four (4) members and alternates when required, except for the Special Education Committee on the Organization of Services (SEC), which shall be composed of five (5) representatives from the Board and five (5) from the Union. Each party shall inform the other of its members and alternates, in writing, by September 25.

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

4-3.10

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

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

4-3.11 Each committee shall elect its chair and secretary from among its members at its first meeting in each school year and the individuals so elected shall serve in those capacities for the entire school year concerned. A replacement, if required, shall be elected from its members in conformity with clause 4-3.14. By exception, in the case of the Professional Improvement Committee, school year shall read fiscal year, as defined in clause 4-4.03.

4-3.12 The chair and the secretary of each committee shall be elected. One shall be from the board representatives and the other from the union representatives. The occupancy of these two (2) positions shall alternate in such a way that neither position shall be held by a representative of the board or the union for two (2) consecutive years.

4-3.13 Each consultative body shall transmit a copy of its minutes to the board and to the union.

4-3.14 Each committee shall establish its rules of internal procedure not explicitly established in this chapter.

4-3.15 No later than September 30, the election of the teacher representatives to the Governing Board shall be conducted in accordance with the procedures set forth in clause 4-4.03.

4-4.00 School Council

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

4-4.02

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

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

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

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

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

a) the educational objectives and organization of the school in relation to the community which it serves as well as the needs in teaching staff in accordance with clause 5-3.10 and,

b) the disciplines in 4-2.05 g) for the subsequent school year. The provisions of 4-4.02 b) shall apply to this consultation.

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

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

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

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

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

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

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

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

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

1) at its first meeting, the School Council shall elect a Chair and Secretary from among the teacher members, and shall be informed, in writing, of the school administration representative to the council;

2) the School Council shall meet at least once per month between September 1 and June 30;

3) the School Council shall adopt all rules of internal procedure;

4) all School Council meetings shall be open to the pedagogical staff of the school as observers, in accordance with the adopted internal procedures;

5) matters decided by vote shall require an absolute majority vote (50%+1) of the council members;

6) the minutes of the School Council meetings shall be distributed to all members of the pedagogical staff of the school;

7) whenever any matter is under consideration, the School Council shall hear, during its meeting, at no cost to the board unless such expense is previously authorized by the board, any person whom the school administration or a member of the council wishes to be heard for the purpose of enlightening the School Council on questions which fall within its competence. Anyone who intends to have such a person heard must give prior notice to the school administration and the Chair of the School Council. Normally such notice shall be two (2) days.

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

4-5.00 Educational Policies Committee

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

4-4.02 The EPC shall meet at least four (4) times during the period of September 1 to June 20. The committee may agree to meet more often. The first meeting shall be held by October 15, and shall be called jointly by the union and the board.

4-4.03 Consultation must take place prior to the development or alteration of a board policy or program on certain matters listed in clause 4-2.06 as well as the items listed in clause 4-2.01.

4-4.04 The EPC may develop recommendations to guide the schools in the preparation and implementation of proposals related to any of the items listed in clauses 4-2.04 and 4-2.05. These guidelines would, amongst other things, set forth matters that the individual school should consider in order to limit potentially negative impacts of divergent operations and procedures among the schools of the board.

4-4.05 After consultation, but normally two (2) weeks prior to the date on which the board intends to adopt a new policy or program, the board shall forward a copy of the proposed policy or program to the EPC.

4-6.00 Special Education Committee on the Organization of Services (SEC)

4-6.01 The SEC has the mandate established in clause 8-9.03, and shall also be the consultative body for certain matters listed in clause 4-2.06.

4-6.02 The SEC shall meet at least eight (8) times during the period of September 1st to June 20th. The SEC may agree to meet more often. The first meeting shall be held by October 15th, and shall be called jointly by the union and the board.

4-6.03 The composition and modalities of the SEC is agreed upon by the Board and the Union (8-9.10).

4-7.00 School Committee for the Organization of Services for Special Needs Students

4-7.01 Each school shall form a committee for the distribution of resources allocated to the school under clause 8-9.02.

4-7.02 Composition of the Committee

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

4-7.03 The members of this Committee are elected during the first staff meeting of the school year, no later than September 15 of each year and the first meeting of the committee will be held by September 15 of the school year.

4-7.04 Meeting Procedures

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

4-7.05 Mandate of the Committee

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

5-1.00 Engagement

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

5-1.13.1 The priority of employment list for the purposes of granting part-time contracts in the youth sector, in effect for the 2020-2021 school year, shall continue in force until updated by virtue of this clause.

5-1.13.2 On June 1 of each school year, the board shall update the priority of employment list by adding or removing names in accordance with the provisions of this section and Clause 5-3.35. The board shall send a copy of this provisional list to the union before June 10 of each year.

The definitive list shall be established on June 1st, after any corrections by virtue of clause 5-1.13.2. Any corrections shall be sent to the union no later than June 5th.

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

5-1.13.3 The name of a legally qualified teacher will be added to the list if he or she:

a) has taught for the board under part-time or replacement contracts in two (2) of the last three (3) years, conditional upon the board deciding to include the teacher on the list;

b) In the event that the board is unable to make a decision to include or not to include a teacher on the list, it may engage the teacher for a maximum of one (1) more part-time or replacement contract within three (3) school years. Following this contract, the board must make a final decision whether or not to include the teacher on the list.

c) The board will share with the union the evaluation process, including a copy of the form to be used.

d) The decision concerning the teacher's inclusion on the list will be made on the basis of the written evaluations contained in the personal file. The teacher must have been informed of the contents of these evaluations.

5-1.13.4 The teachers on the list and those likely to be added to the list will be requested to indicate their preferences and availability for the following school year. The teachers shall have at least five (5) work days to complete and return the request

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

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

5-1.13.5 The teachers shall be listed in order of seniority determined according to the provisions of clause 5-2.05. The seniority shall be projected to June 30 of the current school year, on the basis of the contract of the teacher. The projected seniority may be corrected due to an event within the same school year subsequent to this projection. Such corrections shall have no retroactive effect on decisions already taken on the basis of the projected seniority.

5-1.13.6 Prior to offering a part-time or replacement contract to a teacher on the list, the board will ascertain that the teacher fulfills the assignment criteria in clauses 5-21.05 and 5-21.06.

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

a) there is no teacher on the list who meets the assignment criteria;

b) all the teachers on the list who meet the assignment criteria refuse the offer;

c) the teacher has indicated that he or she is unavailable, in accordance with clause 5-1.13.6.

5-1.13.7 When the board has more than one part-time or replacement contract to offer, it shall offer the contract with the highest percentage of workload to the teacher with the greatest seniority who fulfills the needs of the post, while respecting the stated preferences of the teachers, as per 5-1.13.6. When a number of posts with the same percentage workload are being offered, the board may also seek to maintain continuity of staff in a school.

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

5-1.13.8 The teacher on a part-time or replacement contract may, with his or her agreement, have additional time added to the contract up to a full teaching load.

5-1.13.9 The name of a teacher may be removed from the priority of employment list for one of the following reasons:

a) refusal of a second offer of employment during the same school year, except in the case of:

   i. a maternity, paternity or parental leave covered by la Loi sur les normes de travail (I.R.Q., c. N-1.1);

   ii. a disability as per clause 5-10.03;

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

   iv. unavailability for the full school year in question as stated by the teacher;

   v. another reason agreed to between the board and union.

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

a) not having obtained a part-time or replacement contract during two (2) consecutive school years;

b) having received unsatisfactory written evaluations by two different administrators during two (2) of the last three (3) school years.

c) resignation from all current contracts in effect with Riverside School Board

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

5-1.14.1 Every teacher who is engaged by the board must:

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

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

c) provide written authorization for Riverside School board to process a "Declaration concerning a Judicial Record;

d) produce any other information required in writing following the application for employment, (eg: ”Employee Reference Form”).

5-1.14.2 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 5-1.14.1 when it is possible to do so shall constitute a reason for terminating the teacher's contract by the board.

5-1.14.3 The teacher must inform the board in writing of any change of address or telephone number.

5-1.14.4 At the time of the engagement of a teacher under contract, the board shall provide the teacher with:

- an application form for membership in the union;
- an application form for participation in the insurance plan or for exemption, if need as per 5-10.09.

5-1.14.5 The board shall provide a copy of the teacher’s letter of engagement when completed or no later than thirty-five (35) workdays from the first workday. In the case of a replacement contract obtained under the second paragraph of clause 5-1.08, the time limit shall begin as of the 41st workday.

5-1.14.6 After fulfilling the requirements of clause 5-3.36, the board shall attempt to fill any vacant regular teaching position by giving a full-time contract to one of the other teachers on the priority of employment list, before hiring any other person.

5-1.14.7 Prior to the first day of classes of the school year, any teacher who already has a part-time or replacement contract with the board has the right to cancel this contract in order to accept a regular contract with the board.

5-1.14.8 After the commencement of classes, and only if a part-time or replacement teacher who is replacing a regular teacher 100% of the time for the complete school year is offered a regular contract, the board may:

a) use a voluntary reassignment or transfer to move the teacher to the new full-time position, and grant a new part-time or replacement contract to another teacher; or

b) leave the teacher in the current position and hire a teacher on a part- time or replacement contract for what had been the new full-time position. In this case, for job security purposes, the new part-time or replacement contract shall be as a replacement for the absent regular teacher and the teacher with the new full-time contract shall be counted as being in what had been the new full-time position but on loan to the current position.

Section E Substitution

5-1.15.1 a) In the case of a teacher's absence, replacement shall be assumed either by a teacher on availability or by a teacher assigned in whole or in part to substitution. Failing this, the board shall call upon

either

b) a casual supply teacher registered on Scolago (or a similar list) maintained by the board for this purpose;

or

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

or

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

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

The following text replaces article 5-5.00 of the Provincial Agreement.

5-5.00 Promotion

The following text replaces article 5-5.04 of the Provincial Agreement.

5-5.04 A teacher’s regular promotion to a senior staff member, principal or vice-principal or non-teaching professional may not exceed a 12 month period in order for them to return to their teaching position (as per clause 5-5.03), while a teacher’s temporary promotion to a senior staff member, principal or vice-principal or non-teaching professional may not exceed a 24 month period in order for them to return to their teaching position (as per clause 5-5.03).

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

i. absence related to a parental leave (maternity leave, special leaves for pregnancy or breast-feeding, paternity leave, leave for adoption, extension of paternity, maternity or adoption leaves);

ii. a disability leave;

iii. loan of service to the Ministère, QESBA or CPNCA.

iv. Special Project

5-5.04.1 Any teacher who is filling a position within the school administration on a temporary basis by virtue of subclause b) of clause 5-5.04 and who has filled the position for 24 months or less shall not evaluate nor act in a disciplinary capacity toward other teachers. This restriction also applies to Head Teachers and Staff Assistants.

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

Section A Disciplinary Measures and Sanctions

5-6.01 A disciplinary measure shall take the form of a letter of warning, reprimand or suspension. A suspension may be with or without total salary. A suspension cannot last more than twenty (20) workdays, unless there is an agreement to the contrary between the board and the union.

5-6.02 All disciplinary measures must originate from the board or the school administration in accordance with this article.

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

5-6.04 A letter of warning, reprimand or suspension must outline the reasons for the disciplinary measure. In the case of a suspension, the duration of the suspension must be indicated.

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

5-6.06 Every teacher summoned for disciplinary reasons is entitled to be accompanied by a representative from the union. If a union representative is not available, the union delegate shall be released, if necessary, 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 When a disciplinary letter has become null and void, communication shall occur between the board, the union, and the teacher to ensure it has been removed from the teacher's file. The comments entered under clause 5-6.10 shall also become null and void at that time.

5-6.16 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.

5-6.17 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.

5-6.18 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

5-6.19 Any disciplinary measure issued prior to the coming into force of this article shall be governed by the provisions of the agreement in force at the time it was issued, unless the board and union agree otherwise.

5-7.00 Dismissal

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

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

5-7.03 The teacher and the union must be informed by written notice sent by registered or certified mail, e-mail for the intent to dismiss, or delivered by hand or bailiff of:

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

b) the date on which the teacher was or will be relieved of his or her duties;

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

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

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

The contract may be terminated in accordance with the Delegation of Powers by-laws.

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

5-7.07 The procedures for intervention shall be as follows:

a) the union representative and the teacher concerned shall have the right to be present at the portion of the board meeting, even if held in camera, at which the dismissal of the teacher is being discussed;

b) immediately following the initial presentation of the supporting evidence, the union representative shall have the right to make a representation on behalf of the teacher. The teacher concerned shall also have the right to make a representation.

5-7.08 Within three (3) workdays of the board's decision, the board shall send a notice to the teacher and the union by registered or certified mail, by e-mail, or delivered by hand or bailiff of its decision to terminate or not to terminate the teacher's contract of engagement and, as the case may be, of the date on which the teacher resumed or is to resume his or her duties.

5-7.09 If the board does not terminate the contract of engagement within the time limit prescribed, the teacher shall regain all his or her rights, including total salary, as though he or she had never been relieved of his or her duties.

5-7.10 In the case where criminal action is taken against the teacher and the board considers that the nature of the accusation causes serious prejudice as an employer, it may relieve the teacher of his or her duties without total salary until the conclusion of his or her trial. The time limit prescribed in clause 5-7.05 shall begin as of the date on which the teacher informs the board that he or she has received a judgement; such notification must be given within twenty (20) days of the date on which the judgement was issued.

5-7.11 The board agrees not to invoke the absence of legal qualifications to terminate the contract of a teacher engaged as such.

5-7.12 Should the union wish to submit a grievance, it must do so in accordance with article 9-2.00.

5-7.13 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the dismissal was followed and whether the reasons given by the board in support of such a dismissal constitute one of the reasons for termination specified in clause 5-7.01.

The arbitrator may modify or annul the board's decision if the procedure prescribed was not followed or if the reasons for dismissal were not justified or did not constitute sufficient cause for dismissal, may order that the teacher in question be reinstated in his or her duties and may determine, if justified, 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 or immoral behavior.

5-8.03 The union must be informed no later than May 15 of each year, by means of a list to this effect, sent by registered or certified mail, by e-mail, 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.

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

5-8.05 At least twenty-four (24) hours before the meeting is held, the union shall be notified of the date, time and place where the decision regarding non- re engagement shall be made.

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

A decision concerning a non-re engagement may be made in accordance with the Delegation of Powers by-laws.

5-8.08 The lack of legal qualifications may not be invoked against a teacher who has met, within the time limits prescribed, the conditions set for obtaining the legal qualifications but who has not produced the required documents due to an administrative delay not attributable to him or her.

5-8.09 The union may, if it contests the reasons given by the board, submit a grievance to arbitration in accordance with article 9-2.00.

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 fifteen (15) workdays after notifying the board.

The teacher may resign prior to the expiry of this time limit, provided the board engages a replacement for the teacher.

Section B Breach of Contract

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

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

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

5-9.05 Failure on the part of a teacher to signify, under clause 5-7.10, that a judgement has been rendered in his or her case within the time limit specified in that clause constitutes a breach of contract by the teacher, commencing from the date on which he or she was relieved of his or her duties.

5-9.06 In the case of a breach of contract within the meaning of clause 5-9.02, 5-9.03, 5-9.04 or 5-9.05, the contract shall not be terminated automatically. Such a

breach of contract shall constitute a reason for dismissal and shall have the effect of allowing the board to terminate a teacher's contract of engagement according to the procedure prescribed in clauses 5-7.03, 5-7.04, 5-7.06 and 5-7.07.

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

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

5-11.00 Regulations Regarding Absences

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

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

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

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

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

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

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

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

5-11.09 Any teacher relieved of duty by the school administration because of illness may be required to produce a medical certificate acceptable to the board prior to the resumption of duties.

5-11.10 The teacher must not, in any way, use a leave for purposes other than those authorized in accordance with this agreement.

5-11.11 The requirement of a teacher to report to the school or to remain at the school shall be waived only if one or other of the following conditions applies:

a) closure of the school to pupils by the board owing to inclement weather or for reasons which cause the building to be unfit for normal use. It shall be the teacher's responsibility to assure that the school has been declared closed by the board;

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

5-12.00 Civil Responsibility

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

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

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

5-14.00 Special Leaves

The following text replaces clause 5-14.02 of the Provincial Agreement in its entirety.

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

a) In the event of a death of a significant relation, a maximum of five (5) workdays, beginning within one week of the date of the death.
The teacher may keep from one to five (5) of the days for the funeral, burial or commemorative ceremony or ritual.

Documentation must be provided, i.e obituary or death certificate.

In addition to the workdays provided in subclause a)

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

b) Any religious ceremony related to the birth of the teacher’s child or grandchild: For example: baptism or bris, The day of the event.

c) An annual maximum of three (3) workdays for religious holidays that the teacher chooses to observe providing the teacher so informs the school administration in writing before September 30th of each school year.

d) The marriage of the teacher: a maximum of three (3) consecutive workdays, the absence must not immediately precede nor prolong the summer vacation period.

e) The marriage of a significant relation: one day per school year

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

For the purpose of this subclause, “immediate family” stands for parents, parents-in-law, brothers, sisters, own or stepchildren, spouses and grandparents, also any person who is domiciled in the home of the teacher.

i. any event considered an Act of God (disaster, fire, flood, etc.);

ii. adverse weather conditions which make it impossible for the teacher to report for work;

iii. the day when the teacher moves from one residence to another;

iv. the day of the event for the day of teacher's university convocation or that of their immediate family

v. medical and dental appointments, which can not be arranged outside of working hours;

vi. serious illness in the immediate family.
In the event that the teacher's child is ill and does not require hospitalization, then this provision shall apply after the teacher's annual bank of sick-leave days has been exhausted through the use of clause 5-14.06.

vii. court dates directly involving the teacher that are not via subpoena or for jury duty

5-15.00 Nature, Duration, Terms and Conditions of Leaves of Absence without Salary As Well As Inherent Rights and Obligations Excluding Leaves Provided for under Union Prerogatives, Parental Rights and Leaves for Public Office

5-15.01 Every regular teacher is entitled to benefit from the provisions of this article. The request to obtain a leave of absence without salary must be made in writing and clearly establish the reasons supporting it. With the exception of clauses 5-15.02 5-15.03 and 5-15.04, it must be made prior to March 1 of the preceding year.

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

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

b) in the case of extended illness following the exhaustion of all sick leave benefits;

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

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

a) the leave begins on or prior to October 15; and

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

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

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

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

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

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

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

a) to apply for a position of increased responsibility;

b) to participate in the insurance plans in accordance with clause 5-10.10.

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

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

5-16.00 Leaves of Absence for Matters Related to Education

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

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

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

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

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

5-21.00 Section B - Procedures for Assignment and Transfer Subject to the Criteria Negotiated and Agreed to at the Provincial Level

Note: These provisions also apply to Vocational Education Centres.

5-21.10 All references in this section to category or subcategory refer to those categories and subcategories in accordance with the grouping plan prescribed in Appendix II. All references in this section to assignment criteria refer to those described in clauses 5-21.05 and 5-21.06 or 13-12.02 b), which are applicable to the position in question.

Assignment

5-21.11

a) For the purposes of this section, assignment refers to the teaching portion of the teacher's duties and responsibilities, as set forth in Appendix II. A reassignment is a change in category or subcategory within the school.

b) A voluntary reassignment is one requested by either the school administration or the teacher and on which there is mutual agreement. This reassignment shall be confirmed in writing by the school administration with a copy to both the Department of Human Resources and the union.

c) A compulsory reassignment is one given by the school administration. The school administration shall give a written notice to the teacher stating the reasons for the reassignment. Normally this will occur two (2) weeks prior to the reassignment. A copy shall be sent to both the Department of Human Resources and the union.

d) During the month of June, the school administration shall provisionally inform teachers in writing of their assignment for the following school year. In the case of general subject teachers, this shall be by grade level and, where necessary, by subject and level. In the case of specialists and secondary teachers, this shall be by subject and level. A copy of these notices shall be sent to both the Department of Human Resources and the union.
In the case of Formation Professional, this notice shall be sent during the month of May, and in the case of Adult Ed during the month of July.

e) If, due to extenuating circumstances, changes in this assignment are necessary, the school administration shall inform the teacher, in writing, stating the reason. A copy of these notices shall be sent to both the Department of Human Resources and the union.

f) Two (2) or more teachers, with the approval of the Director of Human Resources and the school administrations, may temporarily exchange assignments for a period not to exceed one school year. These teachers shall be considered to be on loan, and remain attached to the applicable school and category prior to the temporary exchange. The board shall confirm in writing these temporary exchanges to the teachers concerned with a copy to the union.

Transfer

5-21.12

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

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

b) A teacher may make a written request to the board for a transfer at any time. The board may grant or refuse the said request; however, if the request is for the following school year, the procedures provided for in article 5-3.00 and clauses 5-21.16 to 5-21.20 must be respected.

c) Two or more teachers may exchange their assignments with the approval of the Director of Human Resources and the school administrations, but in no case shall this occur before June 1 for the following school year. The board shall confirm in writing these exchanges to the teachers concerned, as voluntary transfers, with a copy to the union.

d) A compulsory transfer is a transfer necessitated:

1. by exception and as a solution to a particular circumstance as determined by the board in consultation with the union.

   These circumstances could be:

   a) the promotion of a teacher to a position of increased responsibility;

   b) a lack of qualified personnel in a particular school;

   c) a particular problem situation.

2. by a drop in the number of students receiving instruction in the category or subcategory according to the grouping plan to which the teacher is attached. No teacher shall be transferred for this reason after October 15.

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

Procedure

5-21.13 a) In applying this section, when the board must take seniority into account, and two (2) or more teachers have equal seniority, the teacher who has the most experience shall be considered as having the most seniority. If they also have equal experience, the teacher who has the most schooling shall be considered as having the most seniority.

5-21.14 b) In carrying out the procedures of article 5-3.00 and this section, the school administration and the board shall combine partial assignments within the same school and part-time posts in different schools where possible.

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

c) Before April 20 of each year, the board shall provide the union with a list of the provisional needs for the following school year, by category and subcategory, including the partial placement of the teachers in each school according to the application of subclauses a) and b) of this clause.

5-21.15 a) Before April 30 of each year, the board shall post in each of its schools a provisional list of the board-wide teaching staff needs which remain to be met for the following school year, indicating the pertinent information. Before this date, the school administration shall inform in writing the teachers who remain excess following the application of clause 5-21.14 and who are therefore subject to compulsory transfer. A copy shall be sent to the union.

b) Before April 30 of each year, the board shall provide the union with a copy of the provisional list of board-wide teaching staff needs referred to in subclause a). Before this date, the board shall also provide the union with the list of teachers informed of their school excess status and who are therefore subject to compulsory transfer.

5-21.16 a) The teachers who are subject to compulsory transfer shall have five (5) workdays in which to notify the school administration in writing of their preferences with respect to the needs posted in accordance with clause 5-21.15. Appendix F shall be used for this purpose.

b) Within the same time period, any other teacher in the school may offer to substitute for a teacher who is subject to compulsory transfer. This offer shall be made in writing to the school administration using Appendix F. The offer is subject to acceptance by the board in accordance with clause 5-21.17.

c) Within the same time period, any other teacher may request a voluntary transfer or reassignment to fill a need on the list. This shall be done in writing to the school administration. Appendix F shall be used for this purpose.

d) The school administration shall acknowledge receipt of Appendix F by signing and returning a copy thereof to the teacher.

e) Within five (5) days of the deadline the board shall transmit a copy of each Appendix F to the union.

5-21.17 a) The board shall examine any offers made by virtue of subclause b) of clause 5-21.16. The offer shall be accepted provided the teacher who is subject to compulsory transfer meets the assignment criteria of the post foreseen for the teacher who made the offer to substitute and provided that accepting the offer will not result in a nonreengagement because of surplus or a placement on availability that would not have otherwise taken place. In the event that the offer is accepted, the teacher who made the offer shall become subject to compulsory transfer but he or she may not benefit from clause 5-21.22 and the other teacher will no longer be subject to compulsory transfer.

b) Then the board shall proceed to fill the needs posted in accordance with clause 5-21.15 respecting the seniority and preferences of the teachers and taking into account the assignment criteria. In the event that two teachers have equal seniority, precedence shall be given to a teacher subject to compulsory transfer rather than one seeking a voluntary transfer.

c) Any teacher who makes a request by virtue of subclause c) of clause 5-21.16 shall be entitled to an explanation from the Director of Human Resources or the school administration concerned if the request is not granted.

5-21.18 Following the application of clauses 5-3.15, 5-3.16 and 5-21.17 b), the board shall endeavour to reallocate so as to place teachers with greater seniority

declared school excess in posts which generate a total assignment in one school building, according to the teachers' preferences as stated on Appendix F.

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

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

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

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

Until one (1) week prior to the teachers' first workday of the school year, the teacher given the choice shall have 48 hours to respond; thereafter, the teacher must respond within 24 hours. Should a transfer result, the teacher shall be informed in writing. A copy shall be sent to the union.

5-21.23 With the exception of teachers transferred by virtue of clause 5-21.22, a teacher transferred during the current school year for that school year shall be given at least three (3) days notice of said transfer. Further, such a teacher shall be given two (2) workdays without teaching activities for moving and acclimatization to the new school.

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

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

6-8.00 Payment of Salary

6-8.01 The NET salary payments to the teacher will be deposited at any financial institution of his or her choosing. There shall be no cost of any kind to the teacher resulting from the use of this payment method. The teachers will receive an electronic notice indicating that their salary statement is available online.

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

6-8.02 The board shall supply each teacher with the current balances of his or her sick-leave days. The balance of redeemable sick-leave days for the current school year shall be provided on each salary statement.

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

6-8.04 Whenever a retroactive salary payment is made, the information related to this payment will be contained on the paystub.

6-8.05 Should the School Board discover or be informed an error in payment of the teacher's remuneration, this error shall be corrected, after communication with the teacher, according to the following:

a) in the case of non-payment of the teacher’s remuneration, this error shall be corrected by the issuing of a direct deposit within five (5) work days from notification of the error.

b) in the case of an underpayment of the teacher’s remuneration, this error shall be corrected on the next possible installment of the teacher’s remuneration, taking into account payroll deadlines.

Nevertheless, if the underpayment is more than twenty-five percent (25%) of the teacher’s remuneration, the teacher shall be entitled to receive a direct deposit within five (5) work days from the discovery and notification of the error.

c) in the case of an overpayment of the teacher’s remuneration, no more than ten percent (10%) of the gross earnings per pay shall be deducted until the overpayment is reimbursed, unless another agreement is reached between the School Board, the union and the teacher, as per provincial clause 10-14.09 b) in the case of a teacher who is still in the employ of the school board.

Notwithstanding the above, for a regular teacher the total repayment must be programmed to be recouped within a maximum of 12 months of the notification to

the teacher of the error. In the case of a part-time or replacement teacher the repayment must be completed by June 30th of the school year.

6-8.06

a) The teacher who leaves the Board during the school year shall be entitled to receive all monies owed to him or her normally within twenty-one (21) days of departure.

b) The teacher who leaves the employ of the board at the end of the school year shall receive all monies owed to him or her by July 31.

c) The expression “monies owed” includes the money payable by virtue of subclause f) of clause 5-10.26.

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

a) substitution, by virtue of clause 8-8.05 Section I;

b) adult education instruction, by virtue of clause 11-1.03;

c) vocational instruction, by virtue of clause 13-2.03;

d) teaching, by virtue of clause 8-7.02 e).

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

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

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

6-8.10 Payment due for teaching summer courses by virtue of clause 6-6.02 (d) shall be paid in full no later than the second regular pay of the school year.

6-8.11 Payments to teachers as a result of professional improvement activities shall be made according to the procedures and time lines determined by the Professional Improvement Committee established by virtue of chapter 7-2.00.

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

Professional Improvement Committee

7-2.01 The composition and the general rules for the functioning of the PIC are set forth in article 7-2.00.

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

7-2.02 General Principles

1. The professional improvement system is designed to meet the needs of the milieu. The PIC shall meet by October 15 to determine the needs of the milieu. In so doing, it may also take into consideration the needs expressed by the school administrations in fulfilment of their responsibilities under sections 96.20 and 110.13 of the Education Act (R.S.Q. c. I-13.3).

2. Every teacher shall have an equal opportunity to benefit from the provisions of this article, with due regard to the requirements set forth by the committee.

3. Teachers shall be the sole beneficiaries of the professional improvement and in-service plans

4. The board and the union undertake to provide the committee with all information required, as soon as possible, for the efficient conduct of its business.

5. The administrative work of the PIC shall be entrusted to the board.

6. Monies made available to the PIC shall be used exclusively for defraying the cost of participation in programs approved by the PIC. Whenever the PIC allocates funds to a school for disbursement, they shall be used

exclusively for defraying the costs of a program approved by the School Council.

7-2.03 The fiscal year of the PIC shall be from October 15 of one year to October 14 of the next. Annual funds available will be determined in accordance with article 7-1.00.

7-2.04 The professional improvement plan shall provide for studies leading to a change of schooling status but not necessarily a change in salary classification and such other courses that the PIC recognizes

7-2.05 The in-service plan shall constitute a group of activities carried out with a view to improving educational services and not leading to a change of schooling status.

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

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

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

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

8-4.01 c) The Board and the union agree to the following additional reasons for exceeding the maximums prescribed:

Special programs, to avoid cross cycle or split classes and to avoid relocation of students due to new coding.

8-5.01 Work Year

A teacher's work year shall comprise 200 work days, and for the Youth Sector, shall begin no earlier than August 20th and end no later than June 30th.

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

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

In order to facilitate the establishment of the school calendar, the board and the union shall establish a Calendar Committee. The Committee shall be composed of the following members:

a) one (1) commissioner;

b) three (3) union representatives;

c) three (3) administrative representatives.

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

a) the parents' committee;

b) the other employee unions and associations;

c) governing boards.

The committee shall be established prior to November 15th and make its recommendation prior to the following February 1, or another date as agreed to by the board and union.

8-6.06 Terms and Conditions for the Distribution of Working Hours

Section II Parameters of the Workday

a) The teacher's workday shall begin no earlier than 7:30 a.m. nor end later than 5 p.m. with the exception of those meetings called by virtue of clause 8-6.02.

   Where transportation necessitates an earlier commencement to the pupil day, after consultation with the union the board may set an earlier start of the teacher's workday, provided that the time between the above parameters remains constant.

b) In determining the teacher's workday, no teacher shall be required to be in school more than fifteen (15) minutes prior to the beginning of his or her duties assigned by virtue of Chapter 8-6.00 or more than ten (10) minutes following the completion of these duties, with the exception of meetings called by clause 8-6.02.

8-8.00 Special Conditions

8-8.03 A teacher is entitled to a period of at least 50-minute for his or her meal. This period shall begin between 11:00 and 13:00.

8-8.04 Group Meetings and Meetings with Parents

Section I Group Meetings

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

a) Outside the twenty-seven (27) hours provided for in clause 8-6.02, the teacher may not be required to attend more than ten (10) group meetings of teachers convened by the board or school administration. These meetings must be held immediately after the dismissal of all the pupils from the school.

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

   The school administration shall ensure that no teacher is required to be present for a period exceeding ninety (90) minutes.

b) The board or school administration shall give at least three (3) workdays written notice to the teachers for any meeting called by virtue of this section and attach an agenda for the same.

Section II Meetings with Parents

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

a) Outside the twenty-seven (27) hours provided for in clause 8-6.02, the teacher may not be required to attend more than three (3) meetings to meet parents. No teacher shall be required to be present for more than two hours (2) at any meeting called by virtue of this section.

b) The school administration, together with the School Council, shall set the dates and hours of these meetings.

c) The school administration shall give at least five (5) workdays written notice for meetings called by virtue of this section.

d) The school administration may agree with the School Council to increase either of the limits provided in subparagraph a). In such cases, each teacher shall be compensated by a reduction in the regular workweek equal to the number of hours by which the limit was exceeded.

e) The school administration and an individual teacher may agree to increase either of the limits provided in subparagraph a). In such cases, the teacher shall be compensated by a reduction in the regular workweek equal to the number of hours by which the limit was exceeded.

f) An itinerant teacher shall receive one (1) day of paid leave. This leave is to be taken at a time agreed upon between the teacher and school administrations concerned, as compensation for attending meetings over and above the three (3) stipulated in subparagraph a).

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

8-12.01 The school administration shall, as equitably as possible, distribute the duties and responsibilities of the teachers in conformity with the provisions of Chapter 8-0.00, following consultation with the School Council.

8-12.02 At the preschool and elementary level, the school administration shall schedule a minimum of one (1) spare period of at least thirty (30) minutes duration per day for each teacher, unless particular circumstances prevent it.

8-12.03 At the secondary level, the school administration shall assign no more than three subjects or four (4) level preparations to any teacher, unless particular circumstances prevent it (i.e. specialists, middle school etc), and shall take into account the number of groups of students the teacher has to teach. In the case of the 4 level preparations, consideration for equitable distribution will be ensured from year to year.

8-12.04 The school administration, after consultation with the School Council, shall establish a schedule for the following supervision:

1. a maximum of fifteen (15) minutes morning supervision

2. the fifteen (15) minutes after school supervision, unless local bussing conditions necessitate an extension, in which case a maximum of twenty (20) minutes shall apply.

   At the termination of normal bus duty, if a bus has not arrived, the teacher on duty shall inform the school administration of the situation, and any additional minutes of supervision shall be credited to the teacher's annualized workload.

3. the fifteen (15) minutes of recess in the morning and in the afternoon;

4. the ten (10) minutes for homeroom around the pupils' timetable, if applicable.

8-12.05 At the preschool and elementary level, the school administration shall not assign more than seventy-five (75) minutes per week of supervision as provided by clause 8-12.06 to any preschool or elementary teacher.

Exceptionally in schools with under fifteen (15) homeroom teachers, the maximum shall be one hundred and five (105) minutes.

These minutes will be assigned in accordance with the current provincial agreement.

8-12.06 At the secondary level, after consultation with the School Council, and taking into account the teachers' preferences, the school administration shall distribute the non-teaching duties equitably amongst the teachers.

No teacher shall be assigned more than fifty (50) minutes of supervision per week as provided by clause 8-12.04 without his or her consent. In the case of a teacher without a homeroom period or a polyvalent period, one hundred (100) minutes shall replace the fifty (50) minute limitation described in the previous sentence.

8-12.07 The limits in clauses 8-12.05 and 8-12.06 apply to teachers working on a full-time basis. In the case of a teacher working on a part-time basis, they shall be proportional to the percentage of the full-time workload that the teacher is assigned.

9-2.00 Grievances and Arbitration (for matters negotiated at the local level)

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

9-2.02 Instead of the notice of grievance prescribed in clause 9-1.05, the union may send a letter to the board to reserve its right to contest a disciplinary measure issued by virtue of article 5-6.00. The letter must be sent within the time limit prescribed in clause 9-1.04.

9-2.03 In the case of a disciplinary measure provided for under article 5-6.00, the date of the disciplinary notice is the date of the event.

9-2.04 In the case of the termination of a teacher's contract of engagement under article 5-7.00 or non reengagement under article 5-8.00, the date of the meeting at which the board shall make its decision is the date of the event.

9-2.05 Notwithstanding clauses 9-1.05 to 9-1.08, in the case of the termination of a teacher's contract of engagement under article 5-7.00 or non reengagement under article 5-8.00, the notice of grievance constitutes a notice of arbitration once it is received by the QPAT and the QESBA.

10-8.00 Hygiene, Occupational Health and Safety

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

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

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

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

10-8.05

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

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

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

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

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

10-8.08 A hygiene, health and safety committee comprised of a member of the school administration and a union delegate shall be formed in each school. The committee may also include representatives of other categories of employment in the school but their absence shall not prevent the committee from functioning.

10-8.09 The mandate of the committee shall be:

a) to draft a procedure for dealing with inquiries or complaints concerning the workplace and to inform the staff of this procedure;

b) to determine whether or not a particular inquiry or complaint may be dealt with at the level of school, and this within one (1) week of the receipt of the inquiry or complaint;

c) to refer the matter immediately to the Occupational Health and Safety (OHS) representative and/or board-level committee if circumstances are such that the inquiry or complaint cannot be dealt with at the school level;

d) to ensure, when necessary, that corrective measures are taken;

e) to inform the staff of progress in this matter.

10-8.10 When the board is apprised of an inquiry or complaint that cannot be resolved at the level of the school, it shall take the necessary and appropriate means to resolve the matter within a reasonable period of time, in accordance with the requirements of the Act and the regulations. It shall also keep the school hygiene, health and safety committee informed of progress in this matter.

10-8.11 The committee from the school and the Co-chairs of the board-level Health & Safety committee, in consultation with the OHS representative, shall deal immediately and jointly with matters of hygiene, health and safety in the workplace that present a need for urgent action.

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

10-9.00 Travel Expenses

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

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

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

10-9.04 The school board shall ensure that the expense claim forms are available to teachers.

11-0.00 Adult Education:

11-2.00 Recall List

The following text replaces clause 11-2.04 of the Provincial Agreement.

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

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

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

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

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

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

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

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

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

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

c) At any time, the board may strike from the list the name of any teacher who refuses a position except for the following reasons:

   i. a maternity or parental leave covered by la Loi sur les normes de travail (I.R.Q., c. N-1.1)

   ii. a disability as per clause 5-10.03;

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

   iv. another reason agreed to between the board and union.

Notwithstanding the foregoing, the board may strike from the list the name of any teacher who has not worked for twenty-four (24) months, or any teacher having received unsatisfactory written evaluations by two different administrators during two (2) of the last three (3) school years.

The board will share with the union the evaluation process, including a copy of the form used.

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

13-0.00 Vocational Training

13-3.00 Recall List

The following text replaces clause 13-3.05 - 13-3.07 of the Provincial Agreement.

13-3.05 a) The recall list for vocational training in force for the 2017-2018 school year shall constitute the starting base for the provisions of this clause.

To establish that list, the board and the union conducted a review of the persons who taught in vocational training programs as hourly paid teachers or part-time or replacement teachers since July 1, 2017, regardless of the programme in which the teaching was done. The object of the review was to determine what data was available in order to correct the list. Once this determination was made then the corrections described in the following paragraph were made.

Should future revisions to the list be required, these criteria would likewise apply.

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

The recall list for Vocational Training as established on July 1 of the preceding school year remains in force until updated in accordance with the provisions of this clause.

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

school year. These hours may have been accumulated in one or more categories or subcategories.

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

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

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

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

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

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

c) At any time, the board may remove from the list the name of any teacher who refuses a position except for the following reasons:

   i. a maternity or parental leave covered by la Loi des normes de travail (I.R.Q., c. N-1.1);

   ii. a disability as per clause 5-10.03;

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

   iv. another reason agreed to between the board and union.

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

teacher having received unsatisfactory written evaluations by two different administrators during two (2) of the last three (3) school years.
The board will share with the union the evaluation process, including a copy of the form used.

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

In witness whereof the parties to this agreement have signed in St. Hubert, Quebec, this 26th day of June, 2024.

For the Riverside School Board

Lucie Roy
Director General

Shauna Callender
Director, Human Resources

Melanie Lazure,
Assistant Director,
Human Resources

For the Riverside Teachers' Union

Tina Giugovaz
President

Concettina Pavonetti
Elementary Representative

Claudia Deme,
Vocational Training Representative

APPENDIX A

Use By The R.T.U. Of The Inter-School Mail Service

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

1. The R.T.U. mail will be picked up and delivered by the board mail service.

2. The delivery schedule shall be made known to the R.T.U.

3. All mail from the R.T.U will be addressed to a union delegate who will be responsible for distribution within the school.

4. The R.T.U. will reimburse the board for this service.

5. These conditions are subject to revision at the request of either party.

Reference: clause 3-1.04

APPENDIX B

Class Data

I. Youth Sector

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

a) the teacher's name;

b) a description of the class;

c) the total number of students;

d) the category of any students with handicaps or social maladjustments or learning disabilities who are in the class;

e) the number of students in each of these categories.

II. Adult and Vocational Education Sectors

The following information shall be supplied for each class:

a) the teacher's name;

b) a description of the class;

c) the total number of students;

d) the beginning and ending dates;

e) the anticipated number of hours of instruction;

f) the diploma or attestation, if any, to which the course is leading;

g) the category of any students with handicaps or social maladjustments or learning disabilities who are in the class and the number of students in each of the categories. This part applies only for students classified as youth and who are in Vocational Education classes.

Reference: clauses 3-3.03 & 3-3.05

APPENDIX C

Individual Teacher Data To Be Supplied To The Union

I. Personal Data

a) Name
b) Address
c) Date of Birth
d) Employee Number
e) Telephone Number
f) Preferred Language of Communication
g) School board email address

II. Payroll Data

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

III. Job Security Data

a) Teacher Status:

- Full-time (Including those on partial leave)
- Part-time
- Replacement
- By the lesson
- Hourly paid (Adult or Vocational Education)
- Regular substitute
- Excess (Clause 13-11.03)
- On availability
- Casual supply teacher

b) Legal Qualifications:
- Teaching Permit
- Teaching Diploma
- Provisional Teaching Authorisation

c) Seniority
d) Total years of experience recognized
e) Schooling
f) Category

IV. Workload Data

a) Percentage of full-time load

b) Number of minutes per cycle or number of hours per year, where appropriate, for each of the following:

- teaching
- student activities
- homeroom
- supervision
- encadrement
- remediation
- pedagogical follow-up
- administrative activities as Head Teacher, Staff Assistant
- any other assigned duties

c) Number of days per cycle
Number of periods per cycle (secondary)

Reference: clause 3-3.07

APPENDIX D

Other Data To Be Supplied To The Union

I. Personnel Data

a) The list(s) and documents generated by the provisions of articles 5-3.00, 5-21.00, 11-10.00, and 13-11.00, as the case may be, and these to be transmitted to the union at the time of their issuance or production.

b) The list of teachers non-reengaged for reasons other than surplus of personnel during the previous school year.

c) The list of teachers recalled in accordance with surplus provisions to positions in the board's employ during the current school year.

d) The list of teachers remaining in surplus as of the date of the request.

e) The list of teachers newly hired by the board for the current school year.

f) The list of teachers who retired during the previous school year.

g) The list of teachers who took advantage of any measure arising out of article 5-4.00 during the school year and the measure taken.

h) The list of teachers who resigned during the previous school year.

i) The list of teachers who are taking advantage of a loan of service as provided by article 5-19.00 or of exchange programmes provided by article 5-16.00 and a copy of the individual contract governing said measure for the subsequent school year.

II. Absence Data

a) The total number of sick days taken by all teachers.

b) The total number of days of special leave taken during the previous year for each of the reasons provided in article 5-14.00.

c) Other data, mutually agreed upon, which would allow the parties to identify situations that may require remedial action to reduce absenteeism.

Reference: clause 3-3.08

APPENDIX E

Teacher Preferences Form - Priority List Teachers - Example ONLY

My preferences are as follows:

	SCHOOL	DESCRIPTION OF POST
1)	_____	_____
2)	_____	_____
3)	_____	_____

TEACHER'S NAME: _____
(Please Print)

DATE:_____SIGNATURE: _____
Teacher

DATE:_____ACKNOWLEDGED BY: _____
School Administration

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

Reference: clause 5-3.09

APPENDIX F

Transfer Request Form - Permanent (E1) Teachers - Example ONLY

I am requesting a transfer in accordance with clause:
_____ 5-21.16 a) teacher subject to transfer (compulsory transfer),
_____ 5-21.16 c) teacher not subject to transfer (voluntary transfer)
such requests are binding if granted.

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

	SCHOOL	DESCRIPTION OF POST
1)	_____	_____
2)	_____	_____
3)	_____	_____

TEACHER'S NAME: _____
(Please Print)

DATE:_____SIGNATURE: _____
Teacher

DATE:_____ACKNOWLEDGED BY: _____
School Administration

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

Reference: clause 5-21.16

APPENDIX G

Calendar Committee

The board and the union agree as follows:

- that the needs and priorities of those groups which have a contractual interest in the distribution of the two hundred (200) workdays for teachers must be reviewed;

- that, in distributing the two hundred (200) workdays for teachers, particular attention must be given to the number of pupil instruction days as well as the pedagogical days for teachers;

- that, in distributing the two hundred (200) workdays for teachers, particular consideration will be given to the maintenance of the present holiday pattern unless another pattern proves more beneficial;

- therefore, to this end, a committee shall be established with a mandate to recommend to the board calendar modalities for the one or more school years.

The composition of the committee shall be as follows:

1) one (1) commissioner;
2) three (3) union representatives;
3) three (3) administrative representatives.

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

a) the parents' committee;
b) the other employee unions and associations;
c) governing boards.

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

Reference: clause 8-5.02.01

APPENDIX H

Riverside School Board Guidelines For The Recognition Of Extracurricular Activities

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

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

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

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

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

Protocol

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

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

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

3. When required, the teacher shall submit a written proposal to the school administration indicating the following:

a) the nature of the activity;
b) the objectives of the activity;
c) who is eligible to participate;
d) the portion of the school year during which the activity will take place;
e) the frequency and duration of sessions;
f) an estimation of costs, if any.

4. The meeting between the school administration and any staff members wishing to carry out an extracurricular activity during the year should normally take place in the early fall.

5. The school administration shall consult with the school council before determining those extracurricular activities eligible for compensation.

6. After consideration of the recommendations of the school council, the school administration will decide which activities are to be recognized for the purposes of these guidelines.

7. Recognized activities are those on which the School Council has been consulted.

Forms of Recognition and Compensation

1. A letter or certificate from the school administrator will be sent each year to the Director of Human Resources, outlining the contributions of the teacher volunteer participating in extracurricular activities. This letter shall be placed in the teacher's personal file. A copy of the letter will be forwarded to the teacher.

2. A recognition list stating names of staff members and the specific extracurricular activities in which they participated will be presented annually to the School Board.

3. The school may also make arrangements for internal recognition.

4. The teachers who participate in such approved activities shall be granted days off, to a maximum of three (3) workdays. These days shall be fixed in agreement with the school administration. These days shall not require substitution costs.

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

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

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

APPENDIX I

Student Teacher Monies

The board and the union agree the board retains 5% of the amount received to be used to support new teachers (including a Welcome Back) and/or recruit new teachers.

The funds allocated to cooperating teachers shall be paid out in a one time payment of the annual student teacher allocation as a taxable non-pensionable earning.

APPENDIX J

Concordance with the Education Act

Part II

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

Clause 2 Items calling for the participation of just the teachers:

a) the overall approach for the enrichment or adaptation of the objectives and contents of the program of studies and for the development of local programs of studies to meet the specific needs of the students (85);

b) the time allocation for each compulsory and elective subject (86);

c) the implementation of the program of studies of the centre (110.2 (2));

d) the local programs of studies to meet the specific needs of the students (96.15 (1));

e) the criteria for the introduction of new instructional methods (96.15 (2) and 110.12 (1));

f) the textbooks and instructional material required for teaching the programs of studies (96.15 (3) and 110.12 (2));

g) the standards and procedures for the evaluation of student achievement (96.15 (4) & 110.12 (3)).

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

Clause 3 Items calling for the participation of teachers and other staff of the school:

a) the student supervision policy (75);

b) the rules of conduct and safety measures (76);

c) the approach for the implementation of the basic school regulation (84 & 110.2 (1));

d) the programming of educational activities entailing changes in the arrival and departure times or requiring the students to leave school premises (87);

e) the approach for the implementation of student services and special educational services programs (88);

f) the rules governing the placement of students and their promotion from one cycle to another at the elementary level (96.15 (5));

g) the needs of the school in respect to each staff category and the professional development needs of the staff (96.20 & 110.13);

h) the implementation of the programs relating to student services and popular education (110.2 (3));

i) the operating rules of the centre (110.2 (4)).

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

Clause 4 The prior consultation of teachers required by sections 244 & 254 of the Education Act shall take place through the appropriate consultative bodies as indicated hereafter.

a) The Educational Policies Committee alone shall be consulted on the following items:

i) the implementation of the basic school regulation, the exemption of a student from the application of a provision thereof or the departure from a provision thereof in order to carry out a special school project (222, 246);

ii) the implementation of the program of studies, the exemption of a student from a subject prescribed by the basic school regulation, the replacement of a program of studies established by the Minister by a local program of studies or the replacement of a program of

moral and religious instruction established by the Minister, in the first cycle of the secondary level, by a local 11 program of studies in ecumenism or in ethics and religious culture (222.1);

iii) the program for each student service and special educational service contemplated in the basic school regulation (224);

iv) the internal examinations imposed by the board at the end of each elementary cycle and at the end of the first secondary cycle (231);

v) the rules governing the promotion from elementary school to secondary school and from the first cycle to the second cycle of the secondary level (233);

vi) the internal examinations in the subjects taught in a vocational training or adult education centre in which no examination is imposed by the Minister and for which credits are compulsory(249).

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

b) Both the School Council & the Educational Policies Committee shall be consulted on the following items:

i) the programs of studies leading to an occupation or profession in addition to the vocational education programs which the board is authorized to organize (223, 246.1);

ii) the determination of the educational services to be provided by the schools (236, 251);

iii) the enrolment criteria for each school (239);

iv) the establishment of a special project school and its enrolment criteria (240);

v) any periodical evaluation conducted by the Minister (243, 253);

vi) the program for each student service and popular education service in the vocational training and adult education centres (247);

vii) the reception and referral services relating to vocational training or adult education (250).

c) The Special Education Committee on the Organization of Services shall be consulted on the following items:

i) the adaptation of the educational services according to the needs and in keeping with the abilities of these students (234);

ii) the policy concerning the organization of the educational services for these students (235);

iii) any items to which the second paragraph of subclause a) applies.

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

Clause 5 Following any amendments to the Education Act (R.S.Q. c I-13.3), the provisions of this article shall be subject to review and if necessary, to revision.