

**LOCAL AGREEMENT**

**BETWEEN**

**THE LESTER B. PEARSON SCHOOL BOARD**

**AND**

**THE PEARSON TEACHERS UNION**

**February 15, 2008**

**2-2.00 RECOGNITION OF LOCAL PARTIES**

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

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

3-1.01 The board and the union shall recognize the need for free and effective exchange of information between the board, the union, union delegates and administration.

This shall be promoted by the following and any other measures mutually agreed upon:

- union utilization of the board mail service, E-mail system and Fax-system.
- provision by the board to furnish a bulletin board in each school and centre.
- prompt transmission of union communications to the union delegate.

The union agrees to transmit to the Director of Human Resources a copy of all union information bulletins intended for distribution to their general membership.

**3-2.00 USE OF SCHOOL BOARD PREMISES FOR UNION PURPOSES**

3-2.01 At the request of the union, or union delegate, and with reasonable advance notice, the board or school administration shall, without charge, provide a room for union members only for union meetings. Such meetings shall not interrupt the continuity of pupils' courses.

3-2.02 When a representative from the union office intends to visit a school or centre, intends to be present at a disciplinary meeting, or is requesting to be present at a non-disciplinary meeting, a notice or request, as the case may be, must be presented to the principal or centre director at least twenty-four (24) hours in advance. When an emergency situation arises, this notice can be waived. In these cases as much advance notice as possible shall be given.

**3-3.00 DOCUMENTATION TO BE PROVIDED TO THE UNION**

3-3.01 The Board shall, within eight (8) working days of their issuance, transmit to the union, copies of all information concerning one or more groups of teachers, provided that this information is readily available and has not been declared confidential prior to the request by the union. This includes updated information.

3-3.02 Furthermore, throughout the school year, documentation shall be supplied to the union according to the following schedule. The timeline will be updated on an annual basis.

Documentation	Date
- Staffing documentation	As available
- Copy of directives pertaining to duties & responsibilities of teachers distributed to schools/centres by the board	As issued
- Staffing grid for each school and centre	October 15
- Seniority list (provisional)	Mid-March
- Seniority list (official)	Mid-April
- Posts affected by Major school change	As per staffing timeline agreed upon annually
- List of teachers granted leaves of absence of all types	" "
- List of excess at board and school level	" "
- List of vacancies	" "
- List of voluntary transfers	" "
- List of teachers to be placed on availability or nonreengaged	As per staffing timeline agreed upon annually
- List of part-time contracts	October 15 and updates

- List of teachers offered contracts	After 60 days
- Information concerning surplus resorption	As available
- Teachers' workload	Upon specific request

Administrative documentation:

- Non-restricted material at board meetings	Monthly
- Students' enrollment forecast	March 30
- Students' enrollment figures by school	October 30
- Class size documentation <sup>1</sup>	October 15
- MELS budgetary rules	8 workdays after receipt
- Board budget forecast	8 workdays after approval
- Board budget revision	As available
- Allocation of support services for special needs students	As foreseen in clause 8-9.02(provincial entente)
- Student teacher funds	As available
- Available director's days per school	October 30
- PIC funds	November 30
- Board-wide professional day calendar and programs <sup>2</sup>	September 1

Employees' benefits documentation:

- Basic data from payroll system	October 30 and updates
- Bank of days statement	As available
- List of teachers on salary insurance	Monthly
- List of teachers on CSST, Maternity Leave	As available
- Policy with regard to teacher travel expenses	As available
- Salary changes, 20 days	As available

### **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 shall 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 but subsequently becomes one, 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 shall, upon his or her engagement, sign an application form for membership in the union<sup>3</sup>. 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 shall recognize the position of union delegate.

<sup>1</sup> Includes class listing and weighting by group and grade level for each school

<sup>2</sup> The board shall provide the union with a list of workshops and directives for attendance at least five (5) working days before the board-wide professional day

<sup>3</sup> See Appendix A for the Union Application Form

- 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 refers to the senior union delegate. For each school, the union may also designate a teacher from the school as an alternate for the union delegate. The alternate shall have all the rights and the responsibilities of the union delegate, in the absence of the latter.
- 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 within fifteen (15) days of their appointment.
- 3-5.05 The union delegate or his or her alternate may, in his or her dealings with the board or the school administration, be accompanied by the president or a member of the professional staff of the teachers' union. In this case, the board or the school administration may request prior notification of not more than twenty-four (24) hours.
- 3-5.06 For the purpose of the union meetings held on school premises in accordance with article 3-2.00, the union delegate may invite the president and/or a member of the professional staff of the union.

### **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 or formula(ae) as regular union dues for all categories of members. Failing such notice, the board shall make deductions according to the last notice received.
- b) Thirty (30) days before it becomes deductible, the union shall notify the board in writing of the amount set or formula(ae) as the new regular union dues.
- c) The board agrees to deduct special union dues at the request of the union provided that the number of teachers exempted from these dues does not exceed twenty (20). Thirty (30) days before it becomes deductible, the union shall notify the board in writing of the amount set or formula(ae) as special union dues. With this notice, the union must provide the board with the list of teachers who are exempted from these dues.
- 3-7.02 a) When the board has received the notice provided for in clause 3-7.01 a), it shall deduct, in equal amounts, from every payment of the teacher's salary:
- 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 first payment of the teacher's salary following the period of time provided for in clause 3-7.01 b) up to the last payment of the teacher's salary:
- the change of the regular union dues in the case of each teacher who is a member of the union;
  - the equivalent of the change of the regular union dues in the case of each teacher who is not a member of the union.
- c) When the board has received the notice provided for in clause 3-7.01 c), it shall deduct from the payment of the teacher's salary the special union dues for all teachers except those (maximum 20) exempted from the deduction as per the union list.

## **4-0.00 METHODS, SUBJECTS AND PROCEDURES FOR THE PARTICIPATION OF TEACHERS**

### **4-1.00 GENERAL PROVISIONS**

4-1.01 The goal of consultation and collaboration at every level is to ensure that the best educational service be provided to the students of the school board. To this end, the active participation of the union at the board level and teachers in individual schools as consultees or collaborators, as the case may be, in the decision-making process shall be ensured according to the provisions of this chapter. When teachers choose to make a decision or recommendation via a formal vote, a consensus<sup>1</sup> of 85% must be obtained.

4-1.02 In this chapter, the word 'school' shall mean an educational establishment in which primary and/or secondary instruction takes place. The word 'centre' shall mean an adult education or vocational establishment. It may also refer to an offsite alternative program where secondary instruction takes place.

Any committee established by this chapter shall represent the primary, secondary, adult and vocational education teachers.

4-1.03 Each existing participatory body shall have the right to:

- a) receive from the school board or principal upon request information pertinent to the matter under consideration;
- b) invite to a meeting at no cost to the board, school or centre any person to enlighten or inform it on a matter under consideration after serving a notice of forty-eight (48) hours.

At its first annual meeting, each participatory committee shall appoint a chairman and a secretary from its members. One representative from the school board and one representative from the union shall occupy these two positions alternately from year to year.

### **4-2.00 BOARD LEVEL PARTICIPATION**

#### **4-2.01 Educational Policies Committee**

A) **Mandate:** To allow the union to contribute to the development of educational policies and practices within the board by facilitating a free exchange of ideas on initiatives related to the topics below at an early stage in their development that is prior to the drafting of the final official consultation document (in the case of policies), or prior to implementation (in the case of practices).

B) **Procedures:** The committee shall normally consist of ten (10) members, five (5) named by the board and five (5) named by the union. The first meeting of the year shall occur in September. At that meeting the committee will set its schedule, elect its officials, and establish its rules of procedure.

C) **Issues for Consultation:**

- 1) Implementation of programs of studies, exemption from certain subjects and substitution of local programs in all sectors;
- 2) Board-wide changes in teaching methods and choice of materials;
- 3) Policies pertaining to experiential education and extra-curricular activities;
- 4) Implementation of projects related to educational research;
- 5) Policies pertaining to student evaluation including board level exams;
- 6) Promotion policies from elementary to secondary and from one cycle to the next at the secondary level;
- 7) Special project schools;

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<sup>1</sup> Consensus is defined in clause 8-10.10

- 8) Additional vocational education programs;
- 9) Programs for popular education (non-credit or interest courses offered in the Adult /Vocational Education Sector).

#### 4-2.02 **Central Special Needs Parity Committee (board level)**

**Introduction:** The board shall provide the committee with all the information concerning support services for special needs students including the list of special needs students per school, the financial resources available (i.e. Appendix XXV of the provincial entente) and the funds received under certain special measures and used for support services.

**A) Mandate:**

- 1) to advise the board concerning its special education policy;
- 2) to make recommendations concerning all the services (i.e. alternative programs) provided at the board level;
- 3) to verify the resources available for the services provided to students with special needs;
- 4) to oversee the equitable distribution of the appropriate available services and financial resources to all the schools.

**B) Other Responsibilities Include:**

- 1) Developing the criteria for the allocation of all resources among the schools while maintaining a reserve in order to provide additional services during the coming school year;
- 2) Reviewing the preliminary plan (request) from each school and making appropriate recommendations;
- 3) Ensuring an equitable allocation of the available services to the schools;
- 4) Analysing the final plan approved by the teaching staff and submitted by the school level committee;
- 5) Establishing where compensation is required;
- 6) Making a final decision where any plan or modified plan has been rejected by the staff;
- 7) Addressing any issues that may arise at the school level during the year.

**C) Composition of the Central Special Needs Parity Committee**

The committee shall be composed of the Director of Student Services, the Director of Human Resources, a Sector Director, the union President and two (2) union professional staff.

#### 4-2.03 **Central Professional Improvement Committee**

**A) Mandate:** As per clause 7-1.04 and article 7-2.00 (provincial entente)

- 1) To allow the union to contribute to the development of professional improvement policies and practices within the board by facilitating a free exchange of ideas on initiatives related to that topic at an early stage in their development that is prior to the drafting of the final official consultation document (in the case of policies), or prior to implementation (in the case of practices);
- 2) To analyse on an annual basis the professional improvement needs of teachers and design a system of distribution of the funds for professional improvement based on that analysis;
- 3) To establish an on-going liaison with the Professional Improvement Committee at each school;
- 4) To receive and distribute the funds granted by virtue of Appendix XXI of the provincial entente.

- B) **Procedures:** The committee shall be composed of eight (8) members including a representative from Adult/Vocational Education: four (4) named by the board and four (4) named by the union. The first meeting of the year shall occur in September. At that meeting the committee shall set its schedule, elect its officials, and establish its rules of procedure. A simple majority vote shall be required for the adoption of motions. The chairperson shall be entitled to only one (1) vote.

#### 4-2.04 **Labour Relations Committee**

- A) **Mandate:**
- 1) To allow the union a forum in which to address any issue of concern, general or specific, regarding labour relations or the application of the collective agreement;
  - 2) To consult on the following issues:
    - a) Joint agreements pertaining to the establishment and operation of schools administered with outside organizations;
    - b) Enrollment criteria;
    - c) Proposals submitted by schools under clauses 8-10.01 and 8-10.02 (provincial entente);
    - d) Distribution of director's days;
    - e) Information pertaining to any funds allocated by virtue of the local agreement and the provincial entente.
- B) **Procedures:** The committee shall be composed of the Director of Human Resources (or a representative), the President of the union (or a representative) and another senior administrator and union professional staff as appropriate. Normally the committee shall meet monthly, with the first meeting taking place in August.

### 4-3.00 **SCHOOL LEVEL PARTICIPATION**

#### 4-3.01 **GENERAL PROVISIONS**

The union and the board believe in the importance of the school level consultation process in the effective operation of a school/centre and are committed to implementing and supporting meaningful and efficient consultation in each of the board's schools/centres. To this end, the union and the board shall agree to work cooperatively on the basis of the following principles:

- a) All policies, regulations and practices which have an effect on the operation of the school/centre shall be subject to consultation prior to implementation. (This shall be in accordance with the current "LBPSB / PTU School Council Handbook");
- b) The school/centre administration and the school council chairperson shall be responsible for setting an appropriate consultation timeline and preparing the agenda for every school council or general teaching staff meetings. Should there be a failure to agree on a consultation timeline, such a dispute would be referred to the procedure outlined in e) below;
- c) Information necessary for the effective management of the school/centre which is available to the school/centre administration shall be equally available to the school council and/or to the teaching staff;
- d) Should the school administration make a decision that is contrary to the recommendation of the school council or the teaching staff, a written explanation shall be provided to the school council prior to the implementation of the decision. A copy of the explanation shall be transmitted to the Sector Director and the union;
- e) The President of the union and the Sector Directors of schools and centres, shall be available to assist the school council or the teaching staff and the school administration in overcoming any concerns with the operation of the consultation process.

#### 4-3.02 **School Council**

- a) There shall be a school council of a minimum of three (3) teachers in each school/centre, elected by the teachers by secret ballot. The school council shall ensure teacher involvement in the development and implementation of pedagogical policies and practices, as well as rules of conduct and safety measures and practices at the school/centre. It shall ensure teacher liaison with the governing board.<sup>1</sup> The teacher involvement can be promoted by meeting with the entire teaching staff instead of, or in addition to, the school council. In order to avoid the unnecessary duplication of meetings, when legislation obliges other staff to also be involved in the development or implementation of an issue, and where the majority of teachers agree, other staff may be invited to participate in school council and/or general teaching staff meetings.
- b) The school council shall inform all teachers of the school/centre of its decisions by distributing draft minutes of its meetings to each teacher within seven (7) working days from the date of the meeting and may report to them on its deliberations at staff meetings or at meetings called for this purpose. To this end, the school/centre administration shall provide secretarial assistance in the typing and distribution of minutes. A copy of the official school council minutes shall be sent to the President of the union, the Director of Human Resources, and the appropriate Sector Director.
- c) School council meetings may be held during the school day provided that they do not interrupt the continuity of the pupils' instructional time.

#### 4-3.03 **Items for Collaboration and Consultation**

- A) **Collaboration Items Requiring the Approval of the Principal**  
Teachers shall develop proposals (often together with the principal) and submit to the principal who shall decide on the final plan of action. In items "1 to 9" the principal shall decide on the final version to be submitted to the Governing Board for approval. If the Governing Board does not approve, the process shall be repeated.
  - 1) The establishment for the following school year of the supervision needs and a system of rotation among the teachers to implement the supervision duties required;
  - 2) Rules of conduct and safety;
  - 3) Approach for the implementation of the Basic School Regulations;
  - 4) Approach for the development of enrichment programs, the adaptation of existing programs, or the development of local programs to meet specific needs of students;
  - 5) Time allocation per subject;
  - 6) Educational activities involving changes in student arrival or departure times requiring students to leave the school premises;
  - 7) Approach for the implementation of student services and special educational services;
  - 8) Approach for the implementation of popular education (refers to Adult and Vocational Education);
  - 9) Implementation of programs of studies;
  - 10) Specific local programs of studies to meet the special needs of students;
  - 11) Criteria for the introduction of new instructional methods;
  - 12) Textbooks and instructional materials;
  - 13) Standards and procedures for the evaluation of student achievement;
  - 14) Rules governing the placement of students and their promotion from one cycle to another at the elementary level;
  - 15) The system of reporting late arrivals and absences of the students;
  - 16) The implementation of the Guidelines for Student Teacher Funds;<sup>2</sup>
  - 17) The in-school Professional Improvement Committee.<sup>3</sup>

<sup>1</sup> See Appendix B for the School Council Timeline.

<sup>2</sup> See Appendix C for Guidelines for Student Teachers

<sup>3</sup> See clause 4-3.04 a)

**B) Consultation Items**

In addition to items listed in clause 4-3.01 a), the principal shall seek advice from the staff and then decide on the final proposal for the following:

- 1) Needs of the school in each teaching category for the following year;
- 2) Professional improvement needs of the teaching staff;
- 3) Educational services to be provided by each school or centre;
- 4) Educational project of the school;
- 5) Use of director's days;
- 6) The establishment each September of a system of emergency substitution in accordance with clause 8-8.05;
- 7) The homeroom system;
- 8) The placement in the school calendar of in-school pedagogical days and the program for these days;
- 9) The establishment and application of a system of invigilation for each examination period;
- 10) The school/centre budget.

4-3.04 **In-school Professional Improvement Committee**

A) **Mandate:** To administer the decentralized funds from the Central Professional Improvement Committee at the level of the school. In the absence of a local PIC, the school council shall assume this responsibility for the school.

B) **Procedures:**

- 1) To establish or revise local PIC policies on an annual basis;
- 2) To submit the "annual professional improvement plan" and in-school guidelines for distributing funds to the CPIC by Nov. 30th of each year. Failure to do so may result in the withholding of funds until the plan is received;
- 3) To assist staff members and administration in planning and implementing local professional goals;
- 4) To disseminate information regarding conferences, workshops and local professional improvement activities;
- 5) To allocate funds for conferences, workshops and local improvement activities;
- 6) To organize feedback, sharing and follow-up sessions regarding conferences, workshops, retreats and local improvement activities;
- 7) To maintain records of decentralized fund allocations. The annual report shall be submitted to the Community Service Office no later than June 30. Failure to do so shall result in a withholding of funds for the following school year;
- 8) To report PIC activities at each school council meeting;
- 9) To maintain communication with the CPIC.

4-3.05 **Special Needs Committee (School Level)**

AT THE ELEMENTARY LEVEL

A) **Mandate:**

- 1) Examine the proposed preliminary plan of class groupings;
- 2) Receive the information concerning all the available services and financial resources for special needs students;
- 3) Distribute these services within the school in an equitable manner;
- 4) Present the above to the teaching staff for approval;
- 5) Formulate a new modified plan if necessary;
- 6) Submit the final plan to the Central Special Needs Parity Committee;
- 7) Request from the Central Special Needs Parity Committee additional support services when new cases are identified throughout the year;
- 8) Formulate a new modified plan if necessary.

**B) Procedures:**

- 1) A vote of the teaching staff shall be taken in order to accept or reject the proposed preliminary plan.
- 2) There shall be an 85% consensus in order for the plan to be accepted. Abstentions and absences will not be counted in the vote.
- 3) Should the plan be rejected by the teachers concerned, the school level committee shall develop a modified plan by taking into consideration the ideas presented by the teachers involved.
- 4) Should this modified plan be rejected by the teaching staff (85% consensus) then the preliminary and modified plans are submitted to the Central Special Needs Parity Committee for a final decision.

**C) Composition of the Elementary School Level Committee**

The committee shall be composed of the principal, and three (3) teachers elected by the teaching staff. Four (4) teachers shall be elected where there is a vice-principal and the latter shall be a member of the committee. It is strongly recommended that one of the teachers be the resource teacher. If necessary, the committee may consult other staff who provide support services to the students.

**AT THE SECONDARY LEVEL****A) Mandate:**

- 1) Examine a preliminary plan developed by the administration of the school taking into consideration the number of groupings in each section, the distribution of workload among the teaching staff and the number of identified special needs students per grouping;
- 2) Accept or modify the plan and present both options to the teaching staff;
- 3) Distribute these services within the school in an equitable manner;
- 4) Request from the Central Special Needs Parity Committee additional support services when new cases are identified throughout the year.

**B) Procedures:**

- 1) A vote of the teaching staff shall be taken in order to accept or reject the proposed preliminary plan;
- 2) There must be an 85% consensus in order for the plan to be accepted. Abstentions and absences shall not be counted in the vote;
- 3) Should the plan or part of the plan be rejected by the teachers concerned, the school level committee shall develop a modified plan by taking into consideration the ideas presented by the teachers involved;
- 4) Should this modified plan be rejected by the teaching staff (85% consensus) then the preliminary and modified plans shall be submitted to the Central Special Needs Parity Committee for a final decision.

**C) Composition of the Secondary Level Committee**

The committee shall be composed of the principal, a vice-principal, and four (4) teachers elected by the teaching staff. It is strongly recommended that one of the teachers be the resource teacher. If necessary, the committee may consult other staff who provide support services to the students.

**5-1.00****ENGAGEMENT****Section A - Contracts of Engagement (provincial entente)**

### Section B - The Provisions Respecting Priority of Employment Lists

- 5-1.10 The following provisions shall replace those of clauses 5-1.11 to 5-1.19 of the provincial entente.
- 5-1.11 The priority of employment list in effect for the engagement process shall continue to apply until June 30 of each year.
- 5-1.12 No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 1 of each year, the board shall update the priority of employment list respecting the following provisions:

- a) For each teacher whose name appears on the current priority list, the board shall add the number of days taught or expected to be taught under a part-time contract in the board during the current school year.
- b) The board shall add to the priority list the name of the teacher who has been granted at least two (2) contracts in two (2) different school years, each of a duration not less than 100 days during the last three (3) school years and has had a satisfactory evaluation for each of these contracts. However, should a teacher not be available for a second evaluation due to a maternity leave, the teacher's name shall not be added to the priority list. This shall not prevent the teacher from being granted a part-time contract.

This evaluation must be an on-going process starting from the beginning of the engagement. The teacher shall be informed throughout the process of any improvement required and shall receive relevant recommendations and sufficient time to effect appropriate changes<sup>1</sup>. This process of evaluation shall be established after consultation with the union.

In the case of an unsatisfactory evaluation, the teacher may request the union to appeal to the appropriate Sector Director to review the situation. The President or a member of the professional staff of the union should be present at the review. The review shall take place before the preliminary priority lists are established. The evaluation shall be in accordance with the procedures established in the Teachers' Enhancement Policy. The Sector Director's decision shall be final. The union may file a grievance if the process is not followed.

The board shall also add to the list the name of the regular full-time teacher who is being non reengaged for surplus on July 1.

The board shall indicate, for each teacher added to the priority list, the number of years and days taught or expected to be taught under a part-time or a full-time contract in the board prior to June 30 of the current school year.

- c) The board shall not include on the list the teacher who is not legally qualified to teach in Quebec.
- 5-1.13 The board shall remove from the list the name of the teacher:
- a) who has not been granted two (2) contracts in two (2) different school years during the last three (3) years or
  - b) who has not been available for work except for reasons deemed valid by the board and the union such as, parental leave, illness, work accident, temporary transfer of spouse, studies, etc. or
  - c) has refused two offers of no less than 33% in the same year for which he or she meets the capacity criteria or

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<sup>1</sup> See Appendix D for Evaluation Form and Evaluation Timeline.

- d) who has resigned during the course of an engagement unless the board accepts the reason for the departure or
- e) who has obtained a regular full-time post or
- f) for one of the reasons foreseen in article 5-7.00 (the teacher shall have the right to the grievance procedure) or
- g) who has received unsatisfactory evaluations in two consecutive years (unless, in a particular case, the board and the union agree otherwise).

5-1.14 No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 15, the board shall draw up the new priority list respecting the following provisions:

- a) The board shall list teachers in decreasing order of the number of years and days recognised according to clause 5-1.12 and shall indicate the category (ies) for which they may be engaged.
- b) The categories shall be those determined by the board, no later than the date determined in the staffing timeline (clause 5-21.11 a), approximately February 15, after consultation with the union. Initially, the teacher shall have access to the categories of his or her choice, up to a maximum of three (3), from those for which the board has deemed him or her to have the capacity. When a new assignment adds a new category to a teacher's file, he or she may substitute this new category for one of the three (3). The priority list shall also be sorted by alphabetical order. Furthermore, the board shall also sort the list by category in decreasing order of years and days.
- c) No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 1, the board shall post the alphabetical version of the priority list in all the schools for verification and correction. The list shall also be available on the board's website. The union shall receive the three (3) versions of this list by the same date.
- d) The three (3) versions of the official priority list shall be posted in the schools no later than the last pupil day. The board shall forward these lists to the union on the date determined in the staffing timeline (clause 5-21.11 a), approximately June 15.

5-1.15 The particular requirements for certain posts shall be those determined by the board two weeks prior to the beginning of the assignment and transfer process for the regular full-time teachers and after consultation with the union.

5-1.16 a) No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 15, the board shall draw up a list of the posts to be filled. This list shall be as complete as possible and the posts shall be listed in the following order:

- i. regular full-time vacancies;
- ii. conserved posts at 100%;
- iii. part-time vacancies, in decreasing order of percentage;
- iv. part-time replacement posts, in decreasing order of percentage.

Within each of the above categories, this list shall be in alphabetical order of schools and indicate the following information:

- name of the school;
- category(ies);
- grade level and subject(s) to be confirmed by the principal on June 30;
- beginning and ending dates of the contract;
- any other information which may assist teachers in exercising their choice of posts.

- b) A list of post holders shall be transmitted to the union in order to grant contracts in accordance with clause 5-1.16 a) ii and iv. This list should indicate the name, the category and the school of the post holder (as available).

- 5-1.17 a) No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 15, the board shall make available to each teacher on the priority list, on the LBPSB website, a copy of the lists of the posts to be filled and the preference form<sup>1</sup>. Changes to the lists will also appear on the website as they occur.
- b) No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 20, the teacher shall indicate on the preference form<sup>1</sup> his or her choice of seven (7) specific posts from the regular full-time posts and seven (7) specific posts from the part-time vacancies and conserved or replacement posts.
- c) The teacher shall indicate on the preference form<sup>1</sup> schools where he or she would not be willing to accept a post.
- 5-1.18 No later than the date determined in the staffing timeline (clause 5-21.11 (a), approximately July 15, the board shall grant posts to teachers from the priority list, in decreasing order of years and days respecting the category(ies). As a general rule, the board shall assign teachers to preferred posts. Posts shall be filled in the following order:
- a) Regular full-time vacancies shall be filled first and the granting of a full-time contract shall be subject to authorization from the Provincial Relocation Bureau. In order to grant full time posts to the teachers with the highest duration of employment in each category, and in order to maintain stability in each school, the part time contract and the name of a teacher on leave can be transferred to another school for one year. Furthermore, to be eligible for a regular full-time contract, the teacher must have accumulated at least 390 days of service within the meaning of clause 5-1.12. The provisions of this paragraph a) shall replace those of clause 5-3.36 i) (provincial entente).
- b) At the June placement meetings, the board shall, by order of seniority, assign posts of 100% unless a teacher has requested otherwise.
- c) Only teachers who have not been placed in a post in June shall be invited to attend the placement meeting in August.
- 5-1.19 Once assignments have been completed at the June placement meeting, the union and the board shall meet as soon as possible to review the results of the assignment process. The official assignment shall be confirmed in writing to each teacher before July 15th.
- a) If a teacher on the priority list accepts a part-time contract and, later in the process, a regular full-time post becomes available, he or she shall be assigned to that full-time post on paper but shall remain in his or her present post provided that the latter is a post at 100%. Should the part-time post not be at 100%, the teacher shall officially be transferred to the regular full-time post. Any transfer must take place before the first day of classes.
- b) When a teacher on the priority list accepts a part-time contract, he or she shall receive in writing, from the principal, a work schedule<sup>2</sup> that is proportional to the percentage of the contract. The schedule shall include the distribution of workdays, work hours, pedagogical days, and supervision.
- c) The engagement procedure described in clause 5-1.18 shall continue to apply throughout the school year.
- d) Should the part-time contract of a teacher terminate prior to the end of the school year, he or she shall return to his or her rank on the list and shall be eligible for subsequent contracts according to the above procedure.

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<sup>1</sup> See Appendix E for the preference form.

<sup>2</sup> See Appendix F for work schedule form

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

5-1.20 *provincial entente*

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

- a) provide proof of his or her qualifications and experience;
- b) provide original certificates, diplomas, and degrees as well as official transcripts of marks to the board;
- c) provide proof of teaching or relevant experience;
- d) produce any other information required in writing following the application for employment.

5-1.22 Any deliberate false declaration made to obtain a contract of engagement fraudulently, or any personal omission on the part of the teacher to comply with the provisions of clause 5-1.21 when it is possible to do so, shall constitute a reason for terminating the teacher's contract by the board.

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

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

- a copy of the provincial entente and local agreement when available;
- an application form for membership in the union;
- an application form for participation in the insurance plan or for exemption, if need be.

The board shall provide to the union a copy of the teacher's contract of engagement within thirty-five (35) workdays from the first workday. In the case of a contract obtained under the second paragraph of clause 5-1.08 of the provincial entente, the time limit shall begin as of the 61st workday.

**Section D – Consequences of refusing a regular teaching position assigned in accordance with subclause i) of clause 5-3.36 (provincial entente)**

5-1.25 The board and the union may attempt to find a solution. Failing this, the teacher's name shall be removed from the list as specified in 5-1.13 d).

**5-6.00 PERSONAL FILES AND ALL ISSUES PERTAINING TO DISCIPLINARY MEASURES AND SANCTIONS EXCLUDING DISMISSAL AND NONREENGAGEMENT**

**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 shall originate from the board, the school or centre administration in accordance with the provisions of 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 shall outline the reasons for this disciplinary measure. In the case of a suspension, the duration of the suspension shall be indicated.

5-6.05 Every teacher receiving a disciplinary measure shall be summoned to a meeting where the

disciplinary measure shall be issued. The teacher shall receive a written notice at least twenty-four (24) hours before the meeting, specifying the subject to be discussed. Such a notice shall also be given to the union delegate. A meeting at a school shall take place following the dismissal of the teacher's students.

5-6.06 Every teacher summoned for disciplinary reasons shall be entitled to be accompanied by the union delegate or by another union representative. The union delegate, if necessary, shall be released from his or her teaching duties for the time required for the meeting with the school administration.

5-6.07 The letter of warning, reprimand or suspension shall be given to the teacher in question and a copy thereof shall be forwarded to the union. For the sole purpose of acknowledging that he or she knows the content thereof, the letter shall be countersigned by the teacher. If the teacher fails to countersign the letter, the union delegate or, in his or her absence, another person shall 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) working days 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 such comments entered in his or her personal file.

5-6.11 Every letter of warning entered 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 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 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 or a similar subject within that period.

5-6.14 In the case of a subsequent disciplinary measure within the time period prescribed in clauses 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 board for at least half of those days. However, the balance of the days necessary to complete the period prescribed may be workdays or a leave. A parental leave or a leave caused by circumstances beyond the teacher's control shall be counted as workdays.

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

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

- 5-6.18 The only evidence that may be used against a teacher during arbitration shall be that found in the teacher's personal file in accordance with this article.
- 5-6.19 Pursuant to article 9-2.00, the union may contest both the grounds and the procedure for a disciplinary measure defined in clause 5-6.01
- 5-7.00 DISMISSAL**
- 5-7.01 The board may only terminate a teacher's contract of engagement for one of the following reasons: incapacity, negligence in the performance of his or her duties, insubordination, misconduct or immoral behaviour.
- 5-7.02 The board or the school administration may relieve the teacher temporarily of his or her duties with or without total salary.
- 5-7.03 The teacher and the union shall be informed in writing by registered letter, certified mail or some other verifiable means determined by the board of:
- a) the board's intention to terminate the teacher's engagement;
  - b) the date 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 informed, it may investigate and make the representations it deems necessary.
- 5-7.05 A teacher's contract of engagement may only be terminated between the fifteenth (15th) and the thirty-fifth (35th) workday from the date on which the teacher was relieved of his or her duties, unless the board and the union agree in writing on an extension of the time limit.
- The contract may be terminated only after deliberations at a meeting of the council of commissioners or of the board's executive committee.
- 5-7.06 At least twenty-four (24) hours before the meeting is held, the union shall be notified of the date, time and place where the decision to terminate or not the engagement shall be made. The union and the teacher concerned may intervene and be present during the vote at the public meeting. The union and the board shall determine the terms and conditions of the intervention.
- 5-7.07 Within three (3) workdays of the board's decision, the board shall send a notice to the teacher and the union, by registered or certified mail, or delivered by hand or bailiff, of its decision to terminate or not the teacher's contract of engagement and, as the case may be, of the date on which the teacher resumed or is to resume his or her duties.
- 5-7.08 If the board does not terminate the contract of engagement within the time limit prescribed, the teacher shall regain all his or her rights, including total salary, as though he or she had never been relieved of his or her duties.
- 5-7.09 In the case where criminal action is taken against the teacher, and the board considers that the nature of the accusation causes it serious prejudice as the 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 shall be given within twenty (20) days of the date on which the judgement was issued.
- 5-7.10 The board agrees not to invoke the absence of legal qualifications to terminate the contract of a teacher engaged as such.

- 5-7.11 Should the union wish to submit a grievance, it shall do so in accordance with article 9-2.00.
- 5-7.12 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the dismissal was followed and whether the reasons given by the board in support of such a dismissal constitute one of the reasons for termination specified in clause 5-7.01.

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

## **5-8-00 NONREENGAGEMENT**

- 5-8-01 This article shall apply to regular teachers only.
- 5-8.02 The board may decide to nonreengage a teacher only for one of the following reasons: incapacity, negligence in the performance of his or her duties, insubordination, misconduct, immoral behaviour and surplus of personnel within the framework of article 5-3.00.
- 5-8.03 The union shall be informed no later than May 15th of each year, by means of a list to this effect, by registered letter or certified mail, by fax, or delivered by hand or bailiff, of the board's intention not to renew the engagement of one or more teachers. The board shall also forward such notice to the teacher concerned. However, this clause shall not apply to nonreengagement because of a surplus of personnel within the framework of article 5-3.00.
- 5-8.04 As soon as the union receives the list, it may investigate and make the representations it deems necessary.
- 5-8.05 At least twenty-four (24) hours before the meeting is held, the union shall be notified of the date, time and place where the decision regarding the nonreengagement shall be made.
- The union and the teacher concerned may intervene and be present for the vote during the public meeting. The board and the union may determine the terms and conditions of the intervention.
- 5-8.06 The board shall, before June 1 of the current school year, send a written notice, by registered letter or certified mail, by fax, or delivered by hand or bailiff to the teacher concerned and the union of its decision not to renew the engagement of the teacher for the following school year. The notice shall contain the reason or reasons justifying the board's decision.
- A decision concerning a nonreengagement may be made at a meeting of the council of commissioners or of the board's executive committee only.
- 5-8.07 The union may, if it claims that the procedure provided for in this article was not followed, submit a grievance to arbitration in accordance with article 9-2.00.
- 5-8.08 The union may, if it contests the reasons given by the board, submit a grievance to arbitration in accordance with article 9-2.00, but only if the teacher has been in the employ of a board, a school administered by a government ministry or another educational institution designated by the Minister, in which he or she held, with the same employer, a pedagogical or educational position for two (2) periods of one hundred and sixty (160) workdays or more or, if there was a change in employer, three (3) periods of one hundred and sixty (160) workdays. Each period falls in a distinct year of engagement included in a continuous period not exceeding five (5) years.
- 5-8.09 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the nonreengagement was followed and, where applicable, whether the reason or reasons given by the board in support of the nonreengagement constitute one of the reasons for nonreengagement mentioned in clause 5-8.02. The arbitrator may annul the board's decision if the procedure prescribed was not followed, or if the reason or reasons for nonreengagement are not

well-founded or do not constitute sufficient cause for nonreengagement, may order that the teacher in question be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.

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

## **5-9.00 RESIGNATION AND BREACH OF CONTRACT**

### **Section A - Resignation**

- 5-9.01 The teacher shall be bound by his or her contract of engagement for the duration specified therein. However, the teacher may resign from the board without penalty fifteen (15) workdays after notifying the board. The teacher may resign prior to the expiry of the time limit, provided the board engages a replacement for the teacher. In the case of a resignation submitted between June 15 and the first workday of the school year, the time limit is fifteen (15) days.

### **Section B - Breach of Contract**

- 5-9.02 When a teacher does not report to the school or centre 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, unless the teacher was already in breach of contract as described in clause 5-15.11. 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.
- 5-9.04 The fact that a teacher uses his or her leave of absence without salary, for purposes other than those for which he or she obtained it, may constitute a breach of contract as of the beginning of the leave, unless there is an agreement between the teacher and the board.
- 5-9.05 Failure on the part of a teacher to signify, under clause 5-7.09, that a judgement has been rendered in his or her case within the time limit specified in that clause shall constitute a breach of contract by the teacher, commencing from the date on which he or she has been relieved of his or her duties.
- 5-9.06 In the case of a breach of contract within the meaning of clauses 5-9.02, 5-9.03, 5-9.04 or 5-9.05, the contract shall not be terminated automatically. Such a breach of contract shall constitute a reason for dismissal and shall have the effect of allowing the board to terminate a teacher's contract of engagement according to the procedure prescribed in clauses 5-7.03, 5-7.04 and 5-7.06.
- 5-9.07 Such termination shall be 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 collective agreement.
- ## **5-11.00 REGULATIONS REGARDING ABSENCES**
- 5-11.01 Except in cases where it is clearly impossible to do so, in all cases of absence, the teacher concerned shall notify the school administration of his or her departure and return according to

the procedure established by the school administrator in consultation with the school council for the school concerned.

5-11.02 Upon return from an absence, the teacher shall sign the certificate of absence portion of the form<sup>1</sup> provided by the board.

5-11.03 a) The requirement of a teacher reporting to and being present in his or her school shall be waived only if one or other of the following conditions applies:

i) Closure of the teacher's school by the board due to inclement weather:

it shall be the teacher's responsibility to assure himself or herself of the fact that his or her school has been declared closed to pupils by the board;

ii) Closure of an entire school to pupils by the school administration for reasons which cause the building to be uninhabitable, when the pupils are already present in the school:

in arriving at this decision the school administration, if circumstances are such as to allow for it, shall consult the chairperson of the school council. Teachers shall remain on duty until the dismissal of the pupils has been completed to the satisfaction of the school administration.

b) However when classes are cancelled by the board for unforeseen reasons, teachers are expected to report to work.

5-11.04 All cases of absence of less than one (1) day for reasons stipulated in clause 3-6.05 - release for union activity (provincial entente), articles 5-10.00 - sick leave (provincial entente) and 5-13.00 - parental leave (provincial entente) shall be calculated as a fraction of the working day as established by virtue of clause 8-6.02 - presence of 32 hours (provincial entente) less the time designated for the lunch break (clause 8-8.03).

Absences of less than one day shall be calculated according to the following ratio:

Less than 31 minutes	.1		
31 - 67 minutes	.2	182 - 219 minutes	.6
68 - 105 minutes	.3	220 - 257 minutes	.7
106 - 143 minutes	.4	258 - 290 minutes	.8
144 - 181 minutes	.5	291 - 310 minutes	.9

The above calculations shall not apply if the absence entails a salary deduction, in which case clause 6-7.04 (provincial entente) shall apply. When a teacher is absent for ½ day a.m. and ½ day p.m., his or her salary shall not be reduced by more than one day.

5-11.05 The contesting by the board of the reason provided by the teacher by virtue of clause 5-11.02 shall occur within fifteen (15) working days following the date upon which the teacher has submitted the reason for absence. Failure of a teacher to give his or her reason shall result in a salary deduction equivalent to the duration of the absence in question.

In the case where the board contests a medical certificate, the delay foreseen in the preceding paragraph shall not begin until the submission of the said certificate. This clause shall not apply in the event of the board proceeding by virtue of clause 5-9.02 (breach of contract).

5-11.06 A teacher requested to produce a medical certificate by virtue of clause 5-10.23 (provincial entente) shall be granted a half-day leave of absence without loss of salary if it is necessary for the teacher to make an appointment with his or her doctor in order to obtain the medical certificate. This clause shall not apply in the case of absences due to illness or accident of five (5) or more days.

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<sup>1</sup> See Appendix G for the Absence Form (OER)

5-11.07 If, after a teacher has received at least one (1) written warning by virtue of Section A of article 5-6.00 because he or she has been absent from meetings authorized by the school administration by virtue of the provisions of clause 8-8.05 Sections B and C, without reason acceptable to the board, the teacher may be subject to a salary deduction equivalent to the length of the meeting.

#### **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 the 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.

#### **5-14.02 SPECIAL LEAVES**

The following is the local arrangement between the board and the union regarding the distribution of the eight (8) days of special leave granted by virtue of clause 5-14.01 of the provincial entente. It shall therefore replace clause 5-14.02 of the provincial entente and shall be in force until a new provincial entente comes into force.

DEFINITIONS: For the purposes of this clause:

- IMMEDIATE FAMILY shall mean: child, step-child, spouse, parent, brother, sister, grandchild; also any person permanently domiciled in the house of the teacher.
- EXTENDED FAMILY shall mean: parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, aunt, uncle, niece, nephew.

A teacher shall be granted an annual maximum of:

- a) five (5) consecutive workdays for death in the immediate family. Up to two (2) more days may be used in case of required travel (more than 500 km). Two (2) of the five (5) days may be used at a later date for burial, memorial service, estate settlement, etc. If a second death occurs, up to three (3) days of any days remaining of the eight (8) days may be taken;
- b) five (5) consecutive workdays for the marriage of the teacher, provided that such a leave does not extend a holiday or school break of five (5) or more consecutive days;
- c) four (4) urgent personal business days to cover the events listed below which oblige the teacher to be absent from work:

a maximum of one (1) day per school year for:

- i) graduation from university in the immediate family, including the teacher – the day of the event;

- ii) a moving day (for the purposes of moving his or her furniture or personal effects to a new domicile) – the day of the event. A change of address notification must be attached to the absence certificate (OER);
  - iii) the teacher becoming a Canadian citizen – the day of the event;
  - iv) an Act of God (earthquake, fire, flood, etc.);
  - v) medical appointment – required specific tests, a specialist consultation, or a day surgery for the teacher or a member of the immediate family. A medical certificate may be requested by the administration;
  - vi) other medical reasons – can be taken only when all annual sick days have been used. A medical certificate may be requested by the administration;
  - vii) urgent confidential business, must not extend a holiday.
- d) up to three (3) workdays where the critical illness of a member of the teacher's immediate family requires his or her presence during working hours at either the medical institution or the domicile where the critically ill person is being tended to. A medical certificate shall be provided which demonstrates the need for the presence of the teacher during working hours. These days may also be used to visit a care facility with a view to placement. Appropriate documentation may be required.
- e) three (3) consecutive workdays for a death in the extended family - two (2) of the three (3) days may be used at a later date for burial, memorial service, estate settlement;
- f) a maximum of three (3) workdays for the observance of the following religious Holy Days provided the teacher is an active follower of that religion, and providing that he or she has notified the school administration in writing within one (1) week of the first (1<sup>st</sup>) working day for teachers, or the signing of this clause, using the authorized form<sup>12</sup> available in his or her school office:
- Jewish Faith: Rosh Hashanah, Yom Kippur;
  - Eastern Orthodox Christian - Julian Calendar: Christmas Day, Good Friday;
  - Eastern Orthodox Christian - Gregorian Calendar: Feast of Annunciation, Good Friday;
  - High Holy Days of other recognized organized religions to which the teacher can prove affiliation.
- g) one (1) day for a marriage or civil union in the immediate family.
- h) one (1) day for the birth of a grandchild.
- i) the day of the baptism (similar religious event) of a child in the immediate family;

Where a clause indicates consecutive workdays, this type of leave can only be used once per school year – it cannot be taken one (1) day at a time with the exception of items a) and e) above.

A teacher making use of special leaves shall provide the school administrator with as much advance warning as possible. An advance notice of a minimum of twenty-four (24) hours shall be given except in emergencies.

Specific reasons for the absence shall be provided on the absence certificate by the teacher except for the one (1) day allotted for urgent confidential business.

All special leave days may be utilized as either half days or full days only.

**5-15.00 LEAVES OF ABSENCE WITHOUT SALARY EXCLUDING LEAVES PROVIDED FOR UNDER UNION PREROGATIVES, PARENTAL RIGHTS AND LEAVES FOR PUBLIC OFFICE**

<sup>12</sup> See Appendix H for Observance of Religious Holidays Form

**Section A – Full Time Leaves**

- 5-15.01 Every regular tenured teacher, after five (5) years of service, shall be entitled to apply, prior to March 30, for a leave of absence without pay for a specified period not exceeding one (1) year for one of the reasons listed below. Such leaves shall not constitute part of the quota established in either clause 5-15.03 or clause 5-15.12.
- 5-15.02 The board shall grant upon written request, a leave of absence without pay for a specified period not exceeding one (1) contractual year for any one of the following reasons:
- a) following the death of the teacher's spouse, parent, or child;
  - b) in the case of an extended illness following the exhaustion of all sick leave benefits;
  - c) in the case of distressful family circumstances such as serious illness of a child, spouse or parent.
- 5-15.03 The board shall grant upon written request a leave of absence without pay for full-time study for the following school year for a specified period not exceeding one (1) contractual year.
- a) All requests for a leave of absence by virtue of this clause must have been received by the Director of Human Resources on or before March 15 of the current school year.
  - b) The leaves of absence referred to in this clause shall be granted by April 30 of the current school year.
  - c) The total number of teachers who may benefit from this clause shall not exceed 2% of the total number of full time equivalent teaching posts.
  - d) In the event that more than the quota of requests are received, the order of precedence shall be established on a seniority basis or on a basis mutually agreed upon by the union and the board.
  - e) In the case where the teacher's spouse has been transferred for a limited and predetermined length of time not exceeding two (2) years, the request of the teacher for an extension of the leave of absence may be granted.
- 5-15.04 The board may, at any time, but never later than two (2) months following the return to duty, require the teacher to substantiate the reasons for a leave of absence foreseen in clauses 5-15.02 and 5-15.03.
- 5-15.05 The board may not refuse a full-time leave without salary, either for the entire school year or to complete the school year, provided that the leave begins on or prior to October 15, if the granting of such leave permits the board to reduce the number of teachers assigned to regular substitution (clause 5-3.19 of the provincial entente) or to recall a teacher placed on availability.
- Moreover, the board may not refuse to consider a request for a part-time leave without salary provided that this permits the board to use the services of a teacher on availability. The terms and conditions relating to the obtaining of such a leave shall be agreed upon beforehand by the board and the teacher. Furthermore the board may grant a full or part-time leave of absence in order to use the services of a teacher on availability from another board for the duration of that leave.
- 5-15.06 The teacher on leave of absence without pay by virtue of this article, who wishes to return to service with the board for the following school year shall so notify the Director of Human Resources in writing on or before March 30th. Failure to meet the deadline may result in a reassignment.
- 5-15.07 The request to renew every leave of absence without pay by virtue of this article shall be made in writing and shall clearly establish the reasons supporting it. The request shall be received by the Director of Human Resources on or before March 30th.

- 5-15.08 The following provisions shall apply in accordance with the provincial entente:
- a) The teacher during his or her absence on leave of absence without pay shall retain the years of experience and continue to accumulate years of seniority that he or she held in accordance with this agreement, at the time of his or her departure.
  - b) However, if the leave of absence without pay is for the purpose of full-time study, or to teach in another educational institution such as the DND, CUSO, etc., the years of experience and years of seniority of the teacher shall continue to accumulate. Proof of experience and/or full-time study must be provided prior to experience counting for salary purposes.
  - c) He or she shall also be entitled:
    - i) to be considered for promotion;
    - ii) to participate in the death and health benefit plan provided for in article 5-10.00 of the provincial entente on the condition of paying in advance the full amount of the required premium including the board's share, prior to July 15th of the school year of the leave.

5-15.09 In the case of a resignation during or at the end of a leave of absence without pay by virtue of clauses 5-15.01, 5-15.02, and 5-15.03 the teacher shall reimburse every sum paid by the board for and in the name of the said teacher during his or her leave of absence.

5-15.10 Unless there is a written agreement to the contrary between the teacher and the board, the use by the teacher of his or her leave of absence for a purpose other than that for which it was granted, may constitute a breach of contract.

5-15.11 In a case of a teacher whose subsequent request for a leave of absence has been refused, he or she shall advise the board in writing by June 30th if he or she wishes to resign or return to work for the following school year. Failure to respect this deadline shall place a teacher in a breach of contract immediately. The post will be listed at the August placement meeting.

### **Section B – Part-Time Leaves**

5-15.12 Each year there shall be available part time leaves of absence. Such leaves shall be granted by April 30, or when the board is satisfied that the needs of the pupils affected will be met. Requests for such leaves must have been received by the Director of Human Resources on or before March 15 of the current school year. The number of leaves granted shall not exceed 3% of the full time equivalent teaching posts.

5-15.13 The reasons for granting these leaves of absence shall be:

- a) part-time studies;
- b) job sharing between two teachers;
- c) care of a dependant child under the age of six (6) years;
- d) any other reason deemed valid by the board.

5-15.14 A teacher benefiting from this part-time leave of absence without pay has the right to a full-time teaching position during the current school year, only if his or her full-time return can be accommodated.

5-15.15 The provisions of clauses 5-15.06, 5-15.07, 5-15.08 and 5-15.10 of this article shall also apply to teachers benefiting from a part-time leave of absence without pay by virtue of clause 5-15.12.

5-15.16 A part-time leave of absence without pay by virtue of clause 5-15.12 may be renewed by the board at the request of the teacher.

5-15.17 In the case of a resignation during the school year which is accepted by the board or a resignation at the end of a school year by a teacher on a part-time leave of absence without pay by virtue of

clause 5-15.12, the teacher shall reimburse every sum paid by the board for and in the name of the said teacher during his or her leave of absence.

5-15.18 The teacher referred to in clause 5-15.12 shall be entitled to a percentage of special leave and sick leave days equal to the percentage of the workload he or she assumes in relation to the total workload of a full-time teacher in the employ of the board. This shall also apply to pedagogical days. The distribution of the percentage of pedagogical days to be worked shall be agreed upon by the school administrator and the teacher<sup>13</sup>.

5-15.19 Notwithstanding the above, the board may grant a teacher a leave of absence without pay for part of the school year for reasons which it deems valid.

**5-16.00 LEAVES OF ABSENCE FOR MATTERS RELATED TO EDUCATION**

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

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

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

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

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

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

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

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

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

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

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

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

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<sup>13</sup> See Appendix F Workload Form for Part-time Teachers

**5-21.00 ASSIGNMENT AND TRANSFER****5-21.10 Section B - Assignment and Transfer Procedures Subject to Criteria Negotiated and Agreed Upon at the Provincial Level**

In applying these procedures, the board shall combine part-time posts to create full-time posts where possible.

**DEFINITIONS**

- a) **Category:** A teacher shall be placed in the category in which the major portion of his or her teaching is provided. If a teacher provides a major portion of his or her teaching in more than one (1) category, he or she shall indicate a choice among the major categories. (see Appendix III of the provincial entente)
- b) **Voluntary reassignment and transfer:** A voluntary reassignment is a change of category. A voluntary transfer is a change of school. Such changes may be permanent or for one year only. In either case, the appropriate form<sup>14</sup> shall be completed and signed by the teacher(s) and the two (2) school administrators concerned and submitted to the board and to the union.
- c) **Compulsory reassignment and transfer:** A compulsory reassignment is a change of category given by the board, prior to October 15. A compulsory transfer is a change of school necessitated by a decline in the number of students, prior to October 15, in the category to which the teacher is attached.

- 5-21.11
  - a) No later than February 15, the board and the union shall meet to finalize the general staffing timeline.
  - b) No later than the date determined in the timeline, approximately March 31, a written request for a voluntary reassignment or a voluntary transfer may be submitted by the regular teacher to the board. The board shall provide each school with the required forms. A list of these requests shall be given to the union.
  - c) Should a teacher's request for transfer be denied, the board shall inform said teacher in writing by June 15.
  - d) No later than the date determined in the timeline, approximately March 20, the school administration shall ask all regular teachers to express in writing their assignment preference for the following year. These assignment preferences shall be received by the school administration according to the staffing timeline, and shall be taken into account when the provisional assignments in a school are determined for the following school year.
- 5-21.12
  - a) No later than the date determined in the timeline, approximately February 28th, the school board shall determine the categories, after consultation with the union.
  - b) The teacher shall be placed in the category in which the major portion of his or her teaching is provided. If the teacher provides a major portion of his or her teaching in more than one category, he or she shall indicate a choice among the major categories no later than the date determined in the timeline, approximately February 28.
  - c) The teacher shall be deemed assigned to the school where he or she provides the major portion of his or her teaching. If the teacher provides a major portion of his or her teaching in more than one school, he or she shall indicate a choice of school no later than the date determined in the timeline, approximately February 28.
- 5-21.13
  - a) No later than the date determined in the timeline, approximately March 20, a draft

<sup>14</sup> See Appendix I for the Transfer Form (voluntary, excess)

seniority list shall be provided to every school and to the union.

- b) No later than the date determined in the timeline, approximately March 31, the draft seniority list shall be verified, signed by each teacher, returned by the school administration to the board and corrected if necessary.
- c) No later than the date determined in the timeline, approximately April 10, the official list shall be posted in the schools by the board and forwarded to the union.

5-21.14 The following provisions shall apply after the determination of board excess by virtue of clauses 5-3.10 and 5-3.11 of the provincial entente and after the determination of school excess by virtue of clauses 5-3.12 and 5-3.13 of the provincial entente.

- a) Any tenured teacher who is classified in the same category as another teacher declared excess to that school but not to the board, may substitute for that teacher in excess with the agreement of the latter. In this case, the appropriate form<sup>15</sup> shall be signed and filed with the Department of Human Resources and the union. Should more than one (1) teacher wish to substitute, priority shall be given to the teacher with the most seniority.
- b) No later than May 1, each teacher who is declared excess (board and school level) shall be informed in writing.
- c) No later than the date determined in the timeline, approximately May 8, the board shall make available to all teachers, electronically, the following information:
  - i) a list of all known full-time vacancies;
  - ii) a list of full-time conserved posts
  - iii) a list of posts held by teachers declared excess to the board;
  - iv) the appropriate transfer form appearing in Appendix I;
  - v) changes to the above as they occur.

The union shall be provided with a copy of the original lists and any changes as they occur.

- d) No later than the date determined in the timeline, approximately May 17, the teachers who are subject to a transfer shall express their preferences, in writing to the board, from the needs specified on the lists.
- e) At the same time, a teacher who requested a voluntary transfer or voluntary reassignment within the deadline, approximately March 31, may indicate preferences from the list of posts available, keeping in mind that teachers declared school excess shall have priority. However, the board shall consider the request for transfer prior to that of teachers referred to in paragraph f).
- f) No later than the date determined in the timeline, approximately May 17, teachers who have not already done so and who wish to apply for a voluntary transfer at this stage, may also indicate preferences.

- 5-21.15 a) For each category, the board shall fill positions from among excess teachers, taking into account the assignment criteria, respecting the seniority and considering the preferences of teachers. In filling such needs, priority shall be given to those teachers who are declared excess to the school.
- b) To facilitate the reduction of excess teachers, the board may decide to grant voluntary transfers or voluntary reassignments. The teacher who applied for a voluntary transfer or a voluntary reassignment shall have the right to refuse a position offered by the board, other than those positions requested by the teacher, within twenty-four (24) hours of the offer being made.

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<sup>15</sup> See Appendix I for the Transfer Form (voluntary, excess)

- c) No later than the date determined in the timeline, approximately June 1, the board shall inform, in writing, the excess teacher and the teacher whose request for a voluntary reassignment or transfer has been granted, of the name of the school to which he or she is transferred for the following school year.
- d) No later than June 30, the board shall inform, in writing, each candidate whether or not his or her request for a voluntary transfer or a voluntary reassignment has been granted.
- e) Furthermore, voluntary transfers and voluntary reassignments may be granted by the board up to October 15. In this case, the board shall consult the teacher, then, confirm in writing, that the transfer has occurred. The teacher shall accept or refuse the transfer.

5-21.16 Right of Return

If a vacancy occurs in a category between June 1 and the first day of class of the following school year in a given school, the excess teacher in this category with the most seniority who had expressed his or her intention on the appropriate transfer form<sup>16</sup> shall be given the choice of returning to his or her school of origin. If the teacher chooses not to return to his or her school of origin, the second teacher with the most seniority who had expressed his or her intention shall exercise the right to return and so on.

5-21.17 During the month of June, the teachers in a school shall be informed, in writing, of their subjects (secondary level), level(s) or specialty(ies), (pre-school or primary level) which have been determined provisionally by the school administration for the following year. The teacher shall be notified of any modification made to his or her provisional assignment. The teacher shall receive in writing his or her official assignment on the first day of the following school year.

5-21.18 The teacher's school and category shall not be changed after October 15 without the written consent of the teacher.

5-21.19 Any teacher engaged during the course of the school year shall receive his or her assignment<sup>17</sup> within fifteen days following the first day of engagement.

**6-8.00 PAYMENT OF SALARY**

6-8.01 a) Statements of earnings and deductions shall be distributed to each employee with each payment foreseen by clause 6-7.01 (provincial entente). Moreover, should there be a change in the pay slip of one or more groups of teachers, they shall be so notified. Within five (5) days of hiring a teacher, provided that the teacher has submitted a completed employee kit, the in-school administrator shall forward the transaction form to the sector director. The teacher shall receive a copy of the transaction form. The legal confirmation of the terms of the engagement shall follow and shall be signed by either the Director of Human Resources or the Director General.

b) When a retroactive salary payment is made, the teacher shall receive a detailed statement of how the salary for the retroactive period was calculated, in addition to the amount of salary that was actually paid and the amount of retroactivity.

6-8.02 a) Any monetary compensation not provided for in clause 6-7.01 (provincial entente), including disability benefits provided for in clause 5-10.32 (provincial entente), the monetary value of the balance of redeemable sick days as provided for in clause 5-10.26 f) (provincial entente), the monetary compensation for classes over the maximum as provided for in clause 8-4.01 f) (provincial entente.), as well as any amount due to a teacher who leaves the employ of the board at the end of the school year, shall be payable no later than July 31 following the end of the school year for

<sup>16</sup> See Appendix I for the Transfer Form (voluntary, excess)

<sup>17</sup> See Appendix J for the Assignment Form

regular teachers.

- b) In the case of miscellaneous monetary compensation made by virtue of paragraph a) above not provided for in clause 6-7.01 (provincial entente), the statement of earnings and deductions shall be mailed to each employee's last known address at the time of payment.

6-8.03 The total salaries of teachers provided for in clause 6-7.01 (provincial entente), and the monies provided for in clause 6-8.02, shall be deposited at any bank, credit union or trust company of the teacher's choosing at no cost to the individual teacher.

6-8.04 Teachers who leave the employ of the board during the school year shall be entitled to receive all monies owed to them within twenty-one (21) days of their departure.

6-8.05 If there is an adjustment in payment, the board shall inform the teacher. The teacher and the board shall agree on the method of readjustment and the number of pay periods affected.

6-8.06 When the payment of compensation for oversized classes foreseen in the provincial entente cannot be done on a monthly basis, it shall be made in two (2) installments. The first installment shall be paid by the last pay of February, based upon the amounts due from the beginning of the school year until the 100th school day. The final installment shall be paid by July 31st following the end of that school year, based upon the amounts due for the period from the 101st day to June 30<sup>th</sup>.

A copy of the Teacher Compensation Form, signed by the teacher, shall be retained by the teacher.

## **8-5.00 DURATION OF WORKING TIME**

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

The teacher's work year shall begin prior to September 1st and end no later than June 30th of the same year in order to incorporate clause 8-5.03 a) and b).

8-5.03 a) The teacher's work year shall consist of 200 workdays, with 181 days of instruction and 19 pedagogical days.

- b) The calendar applicable to all schools shall incorporate the following provisions:
- i) nineteen (19) pedagogical days of which three (3) shall be in-school pedagogical days whose placement within the school calendar shall be determined by each school.
  - ii) of the remaining sixteen (16) pedagogical days, three (3) shall be prior to the first instructional day for the students, one (1) shall be guaranteed as a board wide Special Needs Committee day and one (1) shall be guaranteed as an I.E.P. day.
  - iii) The Christmas break shall consist of a minimum of ten (10) working days and the Spring break of a minimum of five (5) working days.

8-5.04 The board shall meet with the union prior to March 1, to set the calendar of the school year two (2) years hence including the setting of the Special Needs Day and the I.E.P. day.

## **8-6.00 WORKWEEK**

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

#### **Section A – Components of Presence**

For the Youth Sector

Presence shall include the time allocated for the following:

- a) the teaching and related services provided directly to pupils (clause 8-7.02 a to d), provincial entente);
- b) assigned supervision time (according to clause 8-11.07);
- c) the parameters of the workday (Section B clause 8-6.06);
- d) emergency substitution (Section A clause 8-8.05 d);
- e) professional meetings called by the school administration (e.g. curriculum, referrals, organizational issues) (Section B clause 8-8.05);
- f) any assigned preparation periods are part of the 32 hours of presence;
- g) any periods of time, during the pupil day, of less than thirty (30) minutes for which the teacher has no assigned duties;
- h) the amount of time estimated by the itinerant teacher and the school administrators concerned, to cover the travelling time.

Furthermore, participation in the governing board shall be recognized as one (1) hour of presence time each week.

*For the Vocational Education Sector see clause 13-15.08*

### **Section B – Parameters of the Workday**

- a) The teacher's workday shall begin no earlier than 8:00 A.M. or end no later than 5:00 P.M. The exceptions shall be:
  - whenever the majority of the teachers of a school agree by consensus to a start earlier than 8 :00 A.M.;
  - group meetings or parent-teacher meetings (Section B clause 8-8.05);
  - specific calendar requirements (clause 8-6.02 b provincial entente)
- b) Before the adoption of the transportation plan by the Council of Commissioners, the board verifies with the union the conformity of the beginning and the end of the teachers' workday.
- c) 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 clause 8-7.02 (provincial entente) nor more than ten (10) minutes following the completion of these duties.

### **8-7.00 WORKLOAD**

8-7.07 Supervision of the arrival and dismissal of pupils and of the movement of pupils not included in the workload shall normally be carried out by the instructing teacher.

### **8-8.00 SPECIAL CONDITIONS**

8-8.03 The teacher shall be entitled to a period of at least fifty (50) minutes for his or her meal. This period shall begin between 10:45 A.M. and 12:30 P.M. unless there is an agreement otherwise.

### **8-8.05 Substitution, Group Meetings and Parent-Teacher Meetings**

#### **Section A – Substitution**

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

the responsibility of the school to call upon:

- a) a part-time teacher at the school who has a partial workload;
- b) an occasional substitute registered on a list maintained by the school for this purpose;
- c) teachers of the school who have reached the maximum of their workload and who wish to do so on a voluntary basis or
- d) if none of the foregoing is available, the other teachers of the school according to the emergency system developed at the school by the school administration, after consulting the teachers of the school. The system shall ensure each teacher equitable treatment in 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.

### **Section B - Group Meetings**

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

- a) The teacher shall be required to attend these meetings within the thirty-two (32) hours of presence (clause 8-6.02 a). However, he or she shall not be obliged to attend group meetings on Saturdays, Sundays or holidays.
- b) Outside the regular thirty-two (32) hours of presence, 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 shall be held immediately after the dismissal of all the pupils from school or if requested by the administration, at another time agreed to by the majority of teachers. To the extent possible these meetings shall not exceed seventy-five (75) minutes in duration and cannot be prorogued to the following day.

For the purpose of applying a) and b) 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.

- c) The school administration shall provide a notice of at least forty-eight (48) hours and post an agenda when calling any meeting by virtue of this section.

However, this notice of forty-eight (48) hours shall be waived in emergency situations where the vital interests of the school require immediate imparting or soliciting of information by the school administration.

### **Section C - Parent-Teacher Meetings**

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

- a) Outside the regular framework of thirty-five (35) hours, the teacher may not be required to attend more than three (3) meetings to meet parents during the work year.
- b) Such meetings shall normally be held in the evening.
- c) The school administration, in consultation with the school council, shall set the dates and hours of these meetings.
- d) The school administration shall give a written notice of at least five (5) working days for meetings called by virtue of this section.

The school administrator and the school council may agree with its teachers that the latter will attend other meetings to meet parents outside the framework of the teacher's work week. In such a case, the teacher shall be compensated by a reduction in his or her thirty-two (32) hours of presence equal to the duration of such meeting.

Such compensation in time shall be taken in accordance with the following provisions:

- If the teachers in a school agree to work more than the three (3) designated evenings (Section B clause 8-8.05), they shall be granted compensatory time off. The time worked and the compensatory time shall be equitable.
- The school council shall be consulted on the proposal and then it shall be voted on by the teaching staff. An 85% approval shall be obtained from the staff, absences and abstentions shall not be counted.
- The days that may be used for compensatory time are first, the Tuesday following Easter Monday and second, the last pedagogical day in June.

8-10.10 **Definition of Consensus**

To obtain a consensus through a formal vote on a decision or recommendation made by teachers, a majority of 85% shall be required. Absentees and abstentions shall not be counted in calculating the vote.

8-11.07 **Supervision Plan**

Unless a different supervision plan has been established by the school council with the agreement of 85% of the teaching staff, the school administration shall establish a rotation among the teachers of the school to carry out the necessary supervision schedule. This schedule shall respect clause 8-6.06.

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

8-12.01 For the Youth Sector

In distributing the duties and responsibilities among the teachers, the school administration shall take into account requests made by teachers to be exempted from teaching moral or religious instruction which are made in accordance with the Education Act. The request for exemption shall be indicated by the teacher in March at the time the form indicating teaching preferences is completed. This request shall stand until the teacher gives a written notice to the contrary to the principal or is assigned to another school.

8-12.02 In order to meet the provisions of article 8-7.00 (provincial entente), the school administration, after consultation with the school council by virtue of article 4-2.00, shall distribute equitably the total teaching workload as per clause 8-7.03 (provincial entente) among the teachers assigned to his or her school.

No teacher shall be required to teach more than the average workload two (2) years in a row.

8-12.03 In the event that a teacher is assigned a workload atypical to the school, the Director of Human Resources, the Director of the sector and the President of the union shall meet to examine the particular situation with a view to making a recommendation to the administration of the school concerned.

8-12.04 a) Secondary Teachers

At the secondary level, in schools where the instructional periods are of a duration of 50 minutes no teacher shall be obliged to accept an assignment of more than 210 minutes of consecutive workload. After the 210th minute of workload, a break of a duration of a

teaching period or a lunch period shall intervene before the beginning of the next period of instruction, unless the teacher agrees to a different arrangement.

- b) In schools where teachers have agreed through consensus (85%) in favour that the instructional period be longer than 50 minutes, clause 8-12.04 a) shall not apply.

8-12.05 a) Elementary Teachers

Teachers at the elementary level 1-6 inclusively, shall be provided with a minimum of one daily preparation period of thirty (30) minutes, within the pupil timetable, unless the teacher and the principal agree to a different arrangement.

b) Preschool Teachers

Teachers at the preschool level shall be provided with a minimum of three (3) periods of preparation per week of a duration of thirty (30) minutes each, within the pupil timetable, unless the teacher and the principal agree to a different arrangement.

Both parties agree to implement the terms and conditions as listed in the protocol appearing at the end of this document.

8-12.06 ITINERANT TEACHERS

The two school administrators shall consult prior to the scheduling of an itinerant teacher and the following shall apply when assigning the teacher:

- a) The itinerant teacher shall not be assigned supervision in either school.
- b) The itinerant teacher in the elementary school shall be assigned a full one hundred and eighty (180) minutes of preparation time.
- c) The itinerant teacher shall be guaranteed a minimum of fifty (50) minutes uninterrupted lunch period. This lunch period shall begin no earlier than 10:45 A.M. and not later than 12:30 P.M.
- d) In the case of the teacher who travels between two schools, the school administrators shall include in the total workload the time it would normally take the teacher to travel between the assigned schools in the same day.
- e) The itinerant teacher shall be entitled to travel expenses (as per clause 10-8.00) when the assignment requires the itinerant teacher to travel between schools on the same day.
- f) The two school administrators shall together consult the teacher on the following, prior to implementation:
- i) Assignment of professional days;
  - ii) Expectations re: concerts, intramural sports, interviews, group meetings, etc.

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

9-2.01 The procedure for settling grievances and arbitration provided in article 9-1.00 shall apply.

9-2.02 Instead of the notice of grievance prescribed in clause 9-1.05 (provincial entente), the union may send a letter to the board to reserve its right to contest a disciplinary measure granted under article 5-6.00. The letter shall be sent within the time limit prescribed in clause 9-1.05 (provincial entente).

9-2.03 In the case of a disciplinary measure under article 5-6.00, the date of the disciplinary notice shall be deemed the date of the event.

9-2.04 In the case of the termination of a teacher's contract of engagement by virtue of article 5-7.00 or nonreengagement by virtue of article 5-8.00, the date of the meeting at which the board's decision was made shall be deemed the date of the event.

9-2.05 Notwithstanding clauses 9-1.06 to 9-1.09, in the case of the termination of a teacher's contract of engagement by virtue of article 5-7.00 or nonreengagement by virtue of article 5-8.00, the notice of grievance shall constitute a notice of arbitration once it is received by the QPAT and the QESBA.

## **10-7.00 HYGIENE, OCCUPATIONAL HEALTH AND SAFETY**

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

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

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

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

10-7.05 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 (provincial entente).

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

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

## **10-8.00 TRAVEL EXPENSES**

10-8.01 The travel expenses of the teacher who must travel from one building of the board to another building of the board or to another building not necessarily belonging to the board (ie: hospital, swimming pool, home studies, work studies) during the performance of his or her duties shall be reimbursed at the same rate paid to board administrators according to the policy in force at the board.

## **11-0.00 ADULT EDUCATION**

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

## **11-2.00 RECALL LIST (Local arrangement)**

The following provisions shall apply for the engagement of teachers at the hourly rate or under part-time contract to teach courses offered and shall replace the provisions of clauses 11-2.01 to 11-2.04 of the provincial entente.

11-2.01 The recall list in effect for the 2005-2006 engagement process continued to apply until August 1, 2006. An updated version of that list shall apply for the 2006-2007 school year.

11-2.02 No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 15 of each year, the board shall update the recall list respecting the following provisions:

- a) For each teacher whose name appears on the current recall list, the board shall add the hours taught for the board during the school year up to a maximum of 800 hours (clause 11-14.05 - provincial entente)
- b) The board shall add to the recall list the name of the teacher who has taught for the board for more than 150 hours in a school year and during at least two (2) different sessions over the last two (2) years. The teacher must have received a satisfactory evaluation for each of these sessions.

This evaluation must be an on-going process starting from the beginning of the engagement. The teacher shall be informed throughout the process of any improvement required, shall receive relevant recommendations and shall be given sufficient time to effect the desired changes. This process of evaluation shall be established after consultation with the union.

The board shall also add the name of the regular full-time teacher who is being nonreengaged for surplus on July 1.

The board shall indicate, for each teacher added to the recall list, the number of hours taught for the board up to a maximum of 800 hours per school year. However, the hours taught prior to an interruption of service of twenty-four (24) months foreseen in clause 11-2.03 b) shall not be considered.

- c) The board shall list teachers in decreasing order of the number of hours recognized. The board shall indicate for each teacher the specialty or specialties, up to a maximum of three (3), for which he or she may be engaged.

The teacher may request that the board recognize an additional specialty, up to a maximum of three (3), for which he or she has qualifications or in which he or she has taught for the board for more than 150 hours and has received a satisfactory evaluation.

The board shall inform the teacher of its decision no later than June 30. If the board accepts the category, it shall be added for the following school year.

Should the teacher already have three (3) recognized categories, he or she may substitute this category for one of the categories already recognized.

- d) No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 15, the draft recall list shall be forwarded to the centres and to the union, for verification and correction if necessary.
- e) No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 30, the official recall list shall be posted in the centres and forwarded to the union. The official recall list may be corrected at the August assignment meeting.

11-2.03 The board shall remove from the recall list the name of the teacher

- a) who has not taught a minimum of twenty-five (25) hours with the board in two different school years over the last three years or

- b) who was not available for work for a period of twenty-four (24) consecutive months except for reasons deemed valid by the board and the union such as parental leave, illness, work accident, temporary transfer of spouse, studies etc. or
- c) who has refused two (2) offers in the same school year for posts for which he or she is qualified and for which he or she declared himself or herself available or
- d) who has not returned his or her availability sheet for the current school year or
- e) who has resigned during the course of an engagement unless the board accepts the reason for the departure or
- f) who has obtained a regular full-time post or
- g) one of the reasons foreseen in article 5-7.00. The teacher shall have the right to the grievance procedure.

11-2.04 When assigning teachers to posts, the board shall respect the following provisions:

- a) No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately May 5, the board shall forward, to each teacher whose name appears on the recall list or who has taught for the board during the preceding school year, an availability sheet asking for his or her availability for work.

No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately May 30, the availability sheet must be returned to the board . A copy of the availability sheet completed by each teacher shall be given to the union during the third (3<sup>rd</sup>) week of August.

The teacher must inform the board, without delay, of any change in his or her availability. The board shall forward to the union a copy of any change in a teacher's availability as it occurs.

- b) For the purposes of the engagement process, the school year shall be divided into the summer, the fall session (100 workdays) and the winter session (100 workdays). For the purposes of applying clause 11-8.03, each session shall represent a semester.
- c) For the fall and winter sessions, the board shall form, first by centre then in two or more centres, posts which are as complete as possible, that is with an average of twenty (20) hours/week, a weekly maximum of twenty-four (24) hours and an annual maximum of 800 hours.
- d) Subject to the information submitted by the teacher on the availability sheet and respecting the order of the recall list, posts for the fall and winter sessions shall be assigned to the teachers of the specialty or specialties concerned. In doing so, the board shall proceed according to the following order of priority:
  - i) regular full-time vacancies, subject to authorization from the PRB (Provincial Relocation Bureau). Pending this authorization, the teacher shall be granted a part-time contract;
  - ii) other posts (part-time contracts and hourly rate engagements) comprised of 800 hours of teaching for the entire year;
  - iii) other posts for the fall or winter session, as the case may be, in decreasing order of the number of hours to be assigned.
- e) For the summer assignment, the board shall assign summer courses to the teachers of the speciality, subject to the information submitted by the teacher on the availability sheet and respecting the order of the recall list in effect at that time. The board shall proceed in the following order of priority:

- i) teachers on the recall list who have not completed 800 hours of teaching during the current school year;
  - ii) teachers who were not on the recall list who have taught more than 150 hours over two sessions in the board over the last two (2) years but less than 800 hours during the school year;
  - iii) teachers on the recall list who have completed 800 hours who volunteer to teach;
  - iv) regular full-time teachers employed by the board in Adult Education who volunteer to teach. The board shall respect seniority.
  
- f) If, during the course of a session or the school year, additional posts are formed, they shall be offered, according to the order of the recall list, to the teacher whose assignment is incomplete on condition that the teaching schedule is compatible with the teacher's existing schedule or can be modified to be compatible.
  
- g) As a general rule and in order to avoid double employment, the board shall not assign additional hours of teaching beyond the annual maximum of 800 hours unless, in spite of recruitment campaigns, the board could not find suitable candidates in sufficient numbers to meet its needs.
  
- h) The board shall offer a post to the teacher on the recall list who cannot be available for work because of maternity, paternity or adoption. For the purpose of this clause, the words maternity, paternity and adoption shall be interpreted according to the provisions which would apply to the maternity, paternity or adoption leave if the teacher were a regular full-time teacher. These provisions shall apply in the following manner:
  - i) For the teacher paid at the hourly rate, the post shall be granted and conserved for the duration of the leave. Furthermore, the hours foreseen for the post shall be considered taught for the duration of the leave. However, the teacher shall not be entitled to remuneration during the leave.
  - ii) For the teacher under contract, the post and the contract shall be granted and the teacher shall be entitled to the maternity, paternity or adoption leave, as the case may be, and benefits according to the provisions of article 5-13.00 (provincial entente) as if he or she were a regular full-time teacher. The hours foreseen for the post shall be considered taught for the duration of the leave.
  - iii) However, an extension of the leave shall not allow the accumulation of hours of teaching; in such a case, clause 11-2.03 b) shall apply.
  - iv) The conserved post shall be assigned respecting the order of recall.
  
- i) The board shall offer the post on the centre's workload form. The teacher shall accept or refuse the post, in writing on the same form, within two (2) working days of the board's written offer.
  
- j) The board shall not offer a post to the teacher who:
  - i) has refused a second post during the current assignment year;
  - ii) has not returned his or her availability sheet.
  
- k) For each session, the board shall forward to the union, within forty-eight (48) working hours of the completion of the engagement process, a copy of the assignments indicating the following information:
  - the subject(s) assigned
  - the name(s) of the centre(s)
  - the dates covered by the assignment
  - the total number of hours assigned

- the nature of the engagement (regular full-time contract, part-time contract or hourly rate)
- any other relevant comment.

The above shall also apply to engagements occurring during the course of a session.

- l) If a teacher accepts a part-time contract and, later in the process, a regular full-time post becomes available for him or her, he or she shall be assigned to that full-time post on paper but shall remain in his or her present post provided that the latter is a post at 100%. Should the part-time post not be at 100%, the teacher will officially transfer to the regular full-time post.
- m) Should there be a significant decrease in the number of students in a given group, the teacher shall see his or her contract or engagement reduced or withdrawn, as the case may be. In the case of a general decrease in the centre's student population requiring a reduction of the number of groups in a specialty, the teachers on the priority list with the greater number of hours shall maintain a post.

The teacher whose assignment is terminated because of a decrease in the number of students shall be entitled, subject to the order of recall, to a post created during the course of the session or the assignment year, as the case may be.

#### 11-5.02 **Recognition of Local Parties**

Article 2-2.00 shall apply

#### 11-6.01 **Union Prerogatives**

- a) **Communication and Posting of Union Notices**  
Article 3-1.00 shall apply
- b) **Use of Board Premises for Union Purposes**  
Article 3-2.00 shall apply
- c) **Documentation to be Provided to the Union**  
Article 3-3.00 shall apply. Furthermore the documentation listed under the recall list (article 11-2.00) shall be considered to be added to this article.
- d) **Union System**  
Article 3-4.00 shall apply
- e) **Union Delegate**  
Article 3-5.00 shall apply
- f) **Deduction of Union Dues or their Equivalent**  
Article 3-7.00 shall apply

#### 11-7.00 **METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS**

- a) **GENERAL PRINCIPLES**  
Article 4-1.00 shall apply.
- b) **BOARD LEVEL PARTICIPATION**
  - i) **Educational Policies Committee**  
Clause 4-2.01 shall apply.
  - ii) **Central Special Needs Parity Committee**  
Clause 4-2.02 shall apply.

### **Adult Education Special Needs Committee**

#### Mandate:

- to oversee the fund allocation for the professional and support resources for the 16-18 year old students with behavioural difficulties. (as per Appendix XXV of the provincial entente)
- to ensure an equitable allocation of the available services to the centres.

#### Composition:

- The committee shall be composed of the members of the Central Special Needs Parity Committee (the Director of Student Services, the Director of Human Resources, a Sector Director, the Union President and two (2) union professional staff).

#### iii) **Central Professional Improvement Committee**

Clause 4-2.03 shall apply.

#### iv) **Labour Relations Committee**

Clause 4-2.04 shall apply.

### c) **CENTRE LEVEL PARTICIPATION**

#### i) **Centre Professional Improvement Committee**

Clause 4-3.04 shall apply.

#### ii) **Centre Professional Training Committee (CPTC)**

The board shall ensure that an annual amount of \$18,000 be available to be used for technical training, conferences and curriculum reform training in the Adult and Vocational Education sectors. This amount shall be divided according to the following ratio: 60% (Vocational Education) and 40% (Adult Education). This amount shall not be incorporated into the regular in-school Professional Improvement Committee funds nor to funds allocated for director's days. A sub-committee of the in-school Professional Improvement Committee shall be set up in each centre to determine how these amounts shall be used.

#### Mandate:

- To administer the funds allocated by the board for technical training, conferences and curriculum reform training in the Adult and Vocational Education sectors. In the absence of a PIC, the school council assumes this responsibility for the centre.

#### Procedure:

- To receive and disseminate information regarding training workshops and conferences.
- To allocate funds for training workshops and conferences that are not being funded by the MELS.
- To ensure these funds are available to all teachers.
- To ensure these funds are fully used during the year. Any amount not used during the year cannot be carried over (banked) to the following school year.
- To ensure that hourly rate teachers authorized to attend a workshop or a conference, whether they are scheduled to teach or not during that time, are remunerated for the duration of the workshop or conference.
- To report CPTC activities at each school council meeting.

#### Composition:

- The committee shall be composed of members of the centre PIC.

For the remainder of the 2006-2007 school year, the board shall grant an amount of \$10,000 to be used for both technical training and curriculum reform training in the Adult and Vocational Education sectors. This amount will be divided in the following manner: 60% Vocational (\$6,000) and 40% Adult (\$4,000), to be administered by the PIC.

**11-8.00 ENGAGEMENT**

**Section B - Engagement Subject to Security of Employment, Priorities of Employment and Acquisition of Tenure**

Clause 5-1.20 shall apply.

**11-10.05 Obligations of the Board for Filling Regular Full-time Posts from the Recall List (local arrangement).**

Clause 5-3.36 i) shall be replaced by the local arrangement on the recall list (clause 11-2.00).

**11-11.01 Personal File and Issues Pertaining to Disciplinary Measures and Sanctions Excluding Dismissal and Nonreengagement**

a) **Personal File**

Article 5-6.00 shall apply.

b) **Dismissal**

Article 5-7.00 shall apply.

c) **Nonreengagement**

Article 5-8.00 shall apply.

d) **Resignation and Breach of Contact**

Article 5-9.00 shall apply.

e) **Regulations Regarding Absences**

Article 5-11.00 shall apply.

f) **Civil Responsibility**

Article 5-12.00 shall apply.

g) **Special Leaves (Local arrangement)**

Clause 5-14.02 shall apply.

h) **Leaves of Absence Without Salary Excluding Leaves Provided for Under Union Prerogatives, Parental Rights and Leaves for Public Office**

Article 5-15.00 shall apply.

i) **Leaves of Absence for Matters Related to Education**

Article 5-16.00 shall apply.

j) **Teacher's Contribution to a Savings or Credit Union**

Article 5-18.00 shall apply.

**11-12.06 Payment of Salary**

Article 6-8.00 shall apply.

**11-14.04 Teacher's Presence Time**

Participation in the governing board shall be recognized as one (1) hour of presence time each week.

**11-15.01 Grievance and Arbitration (For Matters Negotiated at the Local Level)**

Article 9-2.00 shall apply.

- 11-16.01 a) **Hygiene, Occupational Health and Safety**  
Article 10-7.00 shall apply.
- b) **Travel Expenses**  
Article 10-8.00 shall apply

13-0.00 **VOCATIONAL EDUCATION**

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

13-3.00 **RECALL LIST (Local arrangement)**

The following provisions shall apply for the engagement of teachers at the hourly rate or under part-time contract to teach vocational education courses in a school or a centre and shall replace the provisions of clauses 13-3.01, 13-3.02, 13-3.04 and 13-3.05 of the provincial entente.

13-3.01 The recall list in effect for the 2005-2006 engagement process continued to apply until June 30, 2006. An up-dated version of that list shall apply for the 2006-2007 school year.

13-3.02 No later than the date determined in the staffing timeline, clause 5-21.11 a), approximately June 15 of each year, the board shall up-date the recall list respecting the following provisions:

- a) For each teacher whose name appears on the recall list, the board shall add the hours taught for the board during the school year up to a maximum of 720 hours.
- b) The board shall add to the recall list the name of the teacher who has taught for the board for more than 150 hours in a school year and during at least two (2) sessions over the last two (2) years. The teacher must have received a satisfactory evaluation for each of these two (2) sessions.

This evaluation must be an on-going process starting from the beginning of the engagement. The teacher shall be informed throughout the process of any improvement required, shall receive relevant recommendations and be given sufficient time to effect the desired changes. This process of evaluation shall be established after consultation with the union.

The board shall also add the name of the regular full-time teacher who is being nonreengaged for surplus on July 1.

The board shall indicate, for each teacher added to the recall list, the number of hours taught for the board up to a maximum of 720 hours per school year. However, the hours taught prior to an interruption of service of twenty-four (24) months foreseen in clause 13-3.04 b) shall not be considered.

- c) The board shall list teachers in decreasing order of the number of hours recognized. The board shall indicate for each teacher the category or categories for which he or she may be engaged.

The teacher may request that the board recognize an additional category, up to a maximum of three (3), for which he or she has qualifications or in which he or she has taught for the board for more than 150 hours and for which he or she has received a satisfactory evaluation.

The board shall inform the teacher of its decision no later than June 30. If the board accepts the category, it shall be added for the following school year.

Should the teacher already have three (3) recognized categories, he or she may substitute this category for one of the categories already recognized.

- d) No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 15, the draft recall list shall be forwarded to the centres and to the union for verification and correction if necessary.
- e) No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately June 30, the official recall list shall be posted in the centres and forwarded to the union. The official recall list may be corrected at the time of the assignment process.

*13-3.03 Provincial entente*

13-3.04 The board shall remove from the recall list the name of the teacher

- a) who has not taught a minimum of thirty-five (35) hours with the board over two of the last three school years or
- b) who was not available for work for a period of twenty-four (24) consecutive months, except for reasons deemed valid by the board and the union such as parental leave, illness, work accident, temporary transfer of spouse, studies, etc. or
- c) who has refused two (2) offers in the same school year for posts for which he or she is qualified and for which he or she declared himself or herself available or
- d) who has not returned his or her availability sheet for the current school year or
- e) who has resigned during the course of an engagement unless the board accepts the reason for the departure or
- f) who has obtained a regular full-time post or
- g) for one of the reasons foreseen in article 5-7.00. The teacher shall have the right to the grievance procedure.

13-3.05 When assigning teachers to posts, the board shall respect the following provisions:

- a) No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately April 5, the board shall forward, to each teacher whose name appears on the recall list or who has taught for the board during the current school year, an availability sheet asking for his or her availability for work.

No later than the date determined in the staffing timeline (clause 5-21.11 a), approximately April 30, the availability sheet must be returned to the board. A copy of the availability sheet completed by each teacher shall be given to the union before June 30.

The teacher must inform, in writing, the board without delay, of any change in his or her availability. The board shall forward to the union a copy of any change in a teacher's availability as it occurs.

- b) For the purposes of the engagement process, the school year shall be divided into the summer/fall session (100 workdays) and the winter session (100 workdays). For the purposes of applying clause 13-9.03, each session shall represent a semester.
- c) The board shall form, first by centre then in two or more centres where applicable, posts which are as complete as possible, that is with an annual total workload of 720

hours. As a general rule, this workload shall not exceed a weekly workload of twenty-four (24) hours.

- d) Subject to the information submitted by the teacher on the availability sheet and respecting the order of the recall list, posts shall be assigned to the teachers of the category or categories concerned. In doing so, the board shall respect the following order of priority:
- i) regular full-time vacancies, subject to authorization from the PRB (Provincial Relocation Bureau). Pending this authorization, the teacher shall be granted a part-time contract.
  - ii) other posts (part-time contracts or hourly rate engagements) comprised of 720 hours of workload for the entire year;
  - iii) other posts in decreasing order of the number of hours of workload to be assigned.
- e) If, during a session, additional posts are formed they shall be offered, according to the order of the recall list, to the teacher whose assignment is incomplete, on condition that the new post is compatible with the teacher's existing schedule or can be modified to be compatible.
- f) As a general rule and in order to avoid double employment, the board shall not assign additional hours of teaching beyond the annual maximum of 720 hours unless, in spite of recruitment campaigns, the board could not find suitable candidates in sufficient numbers to meet its needs.
- g) The board shall offer a post to the teacher of the recall list who cannot be available for work because of maternity, paternity or adoption. For the purpose of this clause, the words maternity, paternity and adoption shall be interpreted according to the provisions which would apply to the maternity, paternity or adoption leave if the teacher were a regular full-time teacher. Those provisions shall apply in the following manner:
- i) For the teacher paid at the hourly rate, the post shall be granted and conserved for the duration of the leave. Furthermore, the hours foreseen for the post shall be considered taught for the duration of the leave. However, the teacher shall not be entitled to remuneration during the leave.
  - ii) For the teacher under contract, the post and the contract shall be granted and the teacher shall be entitled to the maternity, paternity or adoption leave, as the case may be, and benefits according to the provisions of article 5-13.00 (provincial entente) as if he or she were a regular full-time teacher. The hours foreseen for the post shall be considered taught for the duration of the leave.
  - iii) However, an extension of the leave shall not allow the accumulation of hours. In such a case, clause 13-3.04 b) shall apply.
  - iv) The conserved post shall be assigned respecting the order of recall.
- h) The board shall offer the post on the centre's workload form. The teacher shall accept or refuse the post, in writing on the same form, within two (2) working days of the board's written offer.
- i) The board shall not offer a post to the teacher who:
- i) has refused a second post during the current school year;
  - ii) has not returned his or her availability sheet.
- j) For each session, the board shall forward to the union, within forty-eight (48) working hours of the completion of the engagement process, a copy of the assignments listing teachers in the same order as the recall list and indicating the following information:
- category
  - name of the centre(s)
  - dates covered by the assignment
  - total number of hours assigned

- nature of the engagement (regular full-time contract, part-time contract or hourly rate)
- any other relevant comment.

The above shall also apply to engagements during the course of a session.

- k) If a teacher accepts a part-time contract and, later in the process, a regular full-time post becomes available for him or her, he or she shall be assigned to that full-time post on paper but shall remain in his or her present post provided that the latter is a post at 100%. Should the part-time post not be at 100%, the teacher will officially transfer to the regular full-time post.
- l) Should there be a significant decrease in the number of students in a given group, the teacher shall see his or her contract or engagement reduced or withdrawn, as the case may be. In the case of a general decrease in the centre's student population requiring a reduction of the number of groups in a category, the teachers on the recall list with the greater number of hours shall maintain a post.

The teacher whose assignment ends shall be entitled, subject to the order of recall, to a post created during the course of the session or the school year, as the case may be.

13-6.02 **Recognition of Local Parties**  
Article 2-2.00 shall apply.

13-7.01 **Union Prerogatives**

- a) **Communications and Posting of Union Notices**  
Article 3-1.00 shall apply.
- b) **Use of Board Premises for Union Purposes**  
Article 3-2.00 shall apply.
- c) **Documentation to be Provided to the Union**  
Article 3-3.00 shall apply. Furthermore, the documents listed under the Recall List (13-3.00) shall be considered added to this article.
- d) **Union System**  
Article 3-4.00 shall apply.
- e) **Union Delegate**  
Article 3-5.00 shall apply.
- f) **Deduction of Union Dues or their Equivalent**  
Article 3-7.00 shall apply.

13-8.00 **METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE SUBJECTS (and their methods) NEGOTIATED AND AGREED UPON AT THE PROVINCIAL LEVEL**

- a) **GENERAL PRINCIPLES**  
Article 4-1.00 shall apply.
- b) **BOARD LEVEL PARTICIPATION**
  - i) **Educational Policies Committee**  
Clause 4-2.01 shall apply.
  - ii) **Central Special Needs Parity Committee**  
Clause 4-2.02 shall apply.

- iii) **Central Professional Improvement Committee**  
Clause 4-2.03 shall apply.
- iv) **Labour Relations Committee**  
Clause 4-2.04 shall apply.

c) **CENTRE LEVEL PARTICIPATION**

- i) **Centre Professional Improvement Committee**  
Clause 4-3.04 shall apply.
- ii) **Centre Professional Training Committee (CPTC)**

The board shall ensure that an annual amount of \$18,000 be available to be used for technical training, conferences and curriculum reform training in the Adult and Vocational Education sectors. This amount shall be divided according to the following ratio: 60% (Vocational Education) and 40% (Adult Education). This amount shall not be incorporated into the regular in-school Professional Improvement Committee funds nor to funds allocated for director's days. A sub-committee of the in-school Professional Improvement Committee shall be set up in each centre to determine how these amounts shall be used.

**Mandate:**

- To administer the funds allocated by the board for technical training, conferences and curriculum reform training in the Adult and Vocational Education sectors. In the absence of a PIC, the school council assumes this responsibility for the centre.

**Procedure:**

- To receive and disseminate information regarding training workshops and conferences.
- To allocate funds for training workshops and conferences that are not being funded by the MELS.
- To ensure these funds are available to all teachers.
- To ensure these funds are fully used during the year. Any amount not used during the year cannot be carried over (banked) to the following school year.
- To ensure that hourly rate teachers authorized to attend a workshop or a conference, whether they are scheduled to teach or not during that time, are remunerated for the duration of the workshop or conference.
- To report CPTC activities at each school council meeting.

**Composition:**

- The committee shall be composed of members of the centre PIC.

For the remainder of the 2006-2007 school year, the board shall grant an amount of \$10,000 to be used for both technical training and curriculum reform training in the Adult and Vocational Education sectors. This amount shall be divided in the following manner: 60% Vocational (\$6,000.) and 40% Adult (\$4,000), to be administered by the PIC.

13-9.01 **ENGAGEMENT**

**Section B - Engagement Subject to Security of Employment, Priorities of Employment and Acquisition of Tenure**

Clause 5-1.20 shall apply.

- 13-11.05 **Obligations of the Board for the Filling of Regular Full-time Posts from the Recall List (local arrangement)**  
The provisions of the recall list shall apply.
- 13-11.14 **Teachers Nonreengaged For Surplus Are Added to The Recall List (local arrangement)**  
The provisions of the recall list shall apply.
- 13-12.01 **Personal File and Issues Pertaining to Disciplinary Measures and Sanctions Excluding Dismissal and Nonreengagement**
- a) **Personal File**  
Article 5-6.00 shall apply.
  - b) **Dismissal**  
Article 5-7.00 shall apply.
  - c) **Nonreengagement**  
Article 5-8.00 shall apply.
  - d) **Resignation and Breach of Contract**  
Article 5-9.00 shall apply.
  - e) **Regulations Regarding Absences**  
Article 5-11.00 shall apply.
  - f) **Civil Responsibility**  
Article 5-12.00 shall apply.
  - g) **Special Leaves (Local arrangement)**  
Clause 5-14.02 shall apply.
  - h) **Leaves of Absence Without Salary Excluding Leaves of Absence Provided Under Union Prerogatives, Parental Rights and Leaves for Public Office**  
Article 5-15.00 shall apply.
  - i) **Leaves of Absence for Matters Related to Education**  
Article 5-16.00 shall apply.
  - j) **Teacher's Contribution to a Savings or Credit Union**  
Article 5-18.00 shall apply.
- 13-12.02 **Assignment and Transfer**
- In the event that there is a board excess in Vocational Education, the parties agree to discuss the application of article 5-21.00.
- 13-13.05 **Payment of Salary**  
Article 6-8.00 shall apply.
- 13-15.08 **Terms and Conditions for the Distribution of Working Hours**
- Presence shall include the time allocated for the following:
- a) the teaching and related services provided to students (clause 13-15.09 b) provincial entente)
  - b) supervision time (clause 13-15.09 b) provincial entente)
  - c) emergency substitution
  - d) professional meeting called by the centre administrator (e.g. curriculum referrals, organizational issues)

- e) any assigned preparation period
- f) any period of time, during the student day, of less than thirty (30) minutes for which the teacher has no assigned duties
- g) the amount of time estimated by the itinerant teacher and the centre administrators concerned to cover the travel time.

Furthermore, participation in the governing board shall be recognized as one (1) hour of presence time each week.

13-15.09 **Supervision of the Arrival and Dismissal of Pupils Not Included in the Workload**  
Clause 8-7.07 shall apply if required.

13-15.10 a) **Meal Period**  
Clause 8-8.03 shall apply.

b) **Substitution, Group Meetings and Parent-Teacher Meetings**  
Clause 8-8.05 shall apply.

13-15.13 **Distribution of Duties and Responsibilities Among the Teachers of a Centre**

In distributing the duties and the responsibilities among the teachers, the centre director shall consider requests made by the teachers of each vocational sector (e.g. business, health, etc.). The centre director shall distribute equitably the workload among the teachers in each sector. If a workload exceeds twenty-four (24) hours per week, the parties shall meet to discuss the schedule and make recommendations to the centre director.

13-16.01 **Grievance and Arbitration (For Matters Negotiated at the Local Level)**  
Article 9-2.00 shall apply.

13-17.01 a) **Hygiene, Occupational Health and Safety in the Workplace**  
Article 10-7.00 shall apply.

b) **Travel Expenses**  
Article 10-8.00 shall apply

### **List of Local Arrangements**

The following clauses are Local Arrangements which will be in effect until they are replaced or, at the latest, until the coming into force of the new provisions negotiated and agreed to at the provincial level.

Clauses: 5-1.10 through 5-1.19  
5-14.02  
5-21.06  
11-2.01 through 11-2.03  
11-10.05  
13-3.01, 13-3.02, 13-3.04, 13-3.05  
13-11.05 (subclauses i and j)  
13-11.14



# PROTOCOL

## FOR TEACHERS AT THE PRESCHOOL LEVEL

The parties agree to amend clause 8-11.05 b) of the local agreement according to the terms and conditions set forth in this protocol.

### **PART A:**

Should the MELS allocate the necessary financial resources to cover the cost related to the extra eighteen (18) minutes per day of the students' instructional time at the preschool level, then the board and the union shall meet to look at providing the necessary finances to grant the teachers at the preschool level the same release time as the teachers at the elementary level. This meeting shall take place before February 1 of the prior school year.

### **PART B:**

Should the MELS not allocate the necessary financial resources to cover the cost related to the extra eighteen (18) minutes per day of the students' instructional time at the preschool level, then the board shall provide the required financial support to allow teachers at the preschool level to maintain the status quo.

This protocol shall be in effect as of September 2007.

For the board

For the union

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## Appendix A



# DEMANDE D'ADHÉSION

## APPLICATION FOR MEMBERSHIP

Nom/Name : \_\_\_\_\_

École/School : \_\_\_\_\_

Adresse au domicile/

Home address : \_\_\_\_\_

N° rue/street

ville/city

prov.

c.p/p.c.: \_\_\_\_\_ courriel/e-mail: \_\_\_\_\_

N° de téléphone au domicile/

Home phone n° : (    ) \_\_\_\_\_

Je demande, par la présente, mon adhésion au Syndicat des Enseignant(e)s de Pearson, le tout conformément aux dispositions de la convention collective.

I, the undersigned, in accordance with the Collective Agreement, hereby apply for membership in the Pearson Teachers Union.

Je m'engage à respecter les statuts et règlements qui régissent le syndicat en vue de promouvoir ses intérêts et ses principes.

I pledge to observe the Constitution and laws of the Union, to promote its interests and further its principles.

J'autorise par ailleurs le Syndicat des Enseignants de Pearson, ses agent(e)s et ses représentant(e)s, à agir en mon nom personnel en toutes les matières qui touchent à la convention collective.

I hereby authorize the Pearson Teachers Union, its agents and representatives, to act on my behalf as my exclusive representative in all matters concerning the Collective Agreement.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Témoin/Witness

\_\_\_\_\_  
DATE

## Appendix B

## Appendix C



**3- INSTRUCTION (varia)**

Unsatisfactory    Basic    Proficient    Distinguished

3d) Provides feedback to students

3e) Demonstrates flexibility and responsiveness

**4- PROFESSIONAL RESPONSIBILITIES**

Unsatisfactory    Basic    Proficient    Distinguished

4a) Reflects on teaching practice

4b) Maintains accurate records

4c) Communicates with families

4d) Contributes to the school and /or district -  
is active in collaborative pedagogical teams

4e) Grows and develops professionally

4f) Shows professionalism

**OTHER**

Below average    Average    Above average

Is bilingual

Exhibits mature judgement, stability, confidence, etc.

Is computer literate

Exhibits a sense of humour

Presents a well groomed pleasant image

Academic credentials

Experiential credentials

**PRINCIPAL RECOMMENDATION:**

- I confirm a satisfactory evaluation
- I have some concerns and will complete a 2<sup>nd</sup> evaluation before the end of the school year
- After two (2) evaluations this school year, I confirm an **unsatisfactory** evaluation

**COMMENTS**\_\_\_\_\_  
Signature – Principal\_\_\_\_\_  
Signature – Teacher\_\_\_\_\_  
Date

## Appendix E

## Appendix F

## Appendix G

## Appendix H

## Appendix I

## Appendix J