

Local Agreement

and

Local Arrangements

between

The Western Quebec Teachers' Association

and

The Western Quebec School Board

2023-2026

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1-1.00 DEFINITIONS (*Local Arrangement*)

1-1.11 Board

The School Board: The Western Quebec School Board.

1-1.19 School

In the Local Entente, "School" refers to "Schools and Centres."

1-1.46 Union

The Union: The Western Quebec Teachers' Association.

1-1.48 Budget Statement

The budget statement: A detailed financial report, which includes a description of the budget line; budgeted expenses; actual expenses and revenues; and balances.

1-1.49 Local Entente

Local Agreements and Arrangements in accordance with the Act respecting the process of negotiation of the collective agreements in the public sectors (CQLR, chapter R-8.2).

2-2.00 RECOGNITION OF LOCAL PARTIES

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

3-1.00 COMMUNICATION AND POSTING OF UNION NOTICES

3-1.01 The board recognizes the right of the union to post in its schools any document(s) initialled by a union representative.

3-1.02 The board must provide a suitable notice board in either the teachers' staff room or preparation room for the sole purpose of posting the documents referred to in 3-1.01 of the local agreement.

3-1.03 The board recognizes the right of the union to ensure distribution of documents and delivery of notices to each teacher, even at the place of work, but at times other than when the teacher is teaching.

3-1.04 The school shall, upon receipt, transmit to the union delegate or alternate delegate, any information, document, or other communication originating from the union.

3-1.05 Where such service exists, the board shall allow the union to make use of the inter-school and office mail service provided by the board. This service shall be at no cost to the union.

3-2.00 USE OF BOARD PREMISES FOR UNION PURPOSES

3-2.01 At the request of the union, the board shall provide, without charge, accommodation in one of its buildings for the purpose of holding union meetings. These meetings shall not interrupt students' instruction.

3-2.02 The union (except in cases of emergency) shall notify the school principal 48 hours in advance in the case of a general meeting called for all union members, which is to be held in one of the board's buildings.

3-2.03 At the request of the union delegate, teachers shall be entitled to hold union meetings in a room of their school without charge to the union. These meetings shall not disrupt students' instruction.

3-3.00 DOCUMENTATION TO BE PROVIDED TO THE UNION

3-3.01 By October 31st at the latest, the principal shall supply the union delegate or substitute with a complete list of teachers in the school. This list shall be updated as changes occur.

3-3.02 The board shall transmit to the union prior to April 15th of each year the projected student's enrolment for each school or Centre as indicated:

- a) Kindergarten
 - English Programme
 - French Immersion Programme
 - b) Grade 1 to 6
 - English Programme
 - French Immersion Programme
 - Competency Based Approach to Social Participation
 - c) Secondary Academic
 - General English Programme
 - Enriched French Programme
 - Work Oriented Training Pathway
 - Challenges Programme
 - Competency Based Approach to Social Participation
- (continued on next page)

- d) Vocational Training
 - Diploma Programme (projected students' enrolment will be provided by September 15th)
 - Certificate Programme (projected students' enrolment will be provided by September 15th)
- e) Special Education
 - Statistics by category as established in clause 8-4.02 c) 8-4.03 c) 8-4.04 c) of the provincial entente
- f) Adult Education
 - Projected students will be provided by September 15th.

3-3.03 By November 15th, the board shall transmit to the union the student enrolment statistics for each school and centre.

3-3.04 By October 31st the board shall send to the union the following data concerning personnel turnover:

- a) The names of teachers non-reengaged for reasons other than surplus during the previous school year.
- b) The names of teachers recalled, in accordance with surplus provisions during the current school year.
- c) The names of teachers remaining in surplus as of October 15th of the current year.
- d) The names of teachers who have retired in the previous school year.
- e) The names of teachers who resigned in the previous school year.
- f) The names of teachers participating in progressive retirement.
- g) The names of teachers who received severance.
- h) The names of teachers receiving replacement contracts and the corresponding names of the teachers replaced.
- i) The names of teachers on a maternity leave.
- j) The names of teachers on a leave of absence without pay.
- k) The names of teachers on a deferred salary leave.
- l) The names of teachers who have been dismissed.

3-3.05 The board shall, monthly, provide the Union with an absence report. The absence report will provide the teacher's name, school, start date, end date and the reason of the absence if it falls under one of the following:

- a) Salary insurance
- b) CNESST
- c) Preventive withdrawal
- d) Long term disability

3-3.06 By October 31st the board shall supply the union with the teacher information below for each school or centre:

- a) complete list of teachers
- b) the basis of employment (part-time, replacement, full-time)
- c) current teaching category
- d) teaching experience and scholarship
- e) classification
- f) teaching salary
- g) seniority
- h) date of birth
- i) tenure status
- j) status
- k) percentage of workload

3-3.07 The board shall send to the union, the agendas and the unapproved minutes of the Executive Committee and the Council of Commissioners meetings when they are sent to the School Commissioners.

3-3.08 The board shall supply to all teachers by October 31st of each school year:

- a) an individual information sheet which will contain all the information as outlined in 3-3.06 b) to k);
- b) the number of days accumulated for sick leave as per article 5-10.00 to which the teacher was entitled as of June 30th of the preceding year, information about pension plan, health insurance contributions and long-term disability plans;
- c) by July 15th of each school year a statement of the sick days paid as per article 5-10.00. of the sick leave days for teachers leaving the board, accumulated by the preceding June 30th. The statement shall include payment of any unused portion of moneyable sick leave.

3-3.09 The board shall supply the union with the following budgetary information:

- a) within 15 days of approval by the Council of Commissioners, a copy of the school board budget for the following school year as submitted to the Ministry of Education
- b) within 15 days of approval by the Council of Commissioners, a copy of the financial statements.

3-3.10 The board shall provide the union with the following information concerning job security:

- a) before April 30th of each year, a list of the names of each teacher by category.
- b) by April 30th, a list of the teachers identified in clause 5-3.11 of the provincial entente, by category, by school.

- 3-3.11** The board shall email to each teacher a written explanation of the codes, which appear on the pay cheque stub. This explanation shall be supplied in both official languages and shall appear on the individual information sheet. Any change of codes shall be accompanied by an explanation.
- 3-3.12** The board shall transmit to the union within 10 working days of the latter's request any statistical compilation it has concerning one or more groups of teachers and the educational organization of its schools.
- 3-3.13** By November 30th of each year, the board shall post in each of its schools a seniority list in conformity with clause 5-2.08 of the provincial entente. A copy of the list shall be forwarded to the union.
- 3-3.14** When a teacher writes to the board concerning a matter related to the Collective Agreement, a copy of the board's response will be sent to the union president if the teacher's correspondence indicates a copy was sent to the union president.
- 3-3.15** Any data normally provided to the union by the board in hard copy may also be forwarded to the union electronically.
- 3-3.16** The board will provide the union with sixty (60) French copies and sixty (60) English copies of the local agreement, and this is to be done each time the local agreement is amended.

3-4.00 UNION SYSTEM

- 3-4.01** Every teacher in the employ of the board who is a member of the union on the date of the coming into force of the entente must remain a member for the duration of the entente, subject to clauses 3-4.04 and 3-4.05 of the local agreement.
- 3-4.02** Every teacher in the employ of the board who is not a member of the union on the date of the coming into force of the entente and who later becomes a member of the union must remain a member for the duration of the entente, subject to clauses 3-4.04 and 3-4.05 of the local agreement.
- 3-4.03** As of the date of the coming into force of the entente, every teacher must, upon his or her engagement, sign an application form for membership in the union. If accepted by the union, the teacher must remain a member of the union for the duration of the entente, subject to clauses 3-4.04 and 3-4.05 of the local agreement. The union shall provide the board with the form. Within fifteen (15) days of receiving the application form for membership filled out by a new teacher, the board shall forward it to the union.
- 3-4.04** Every teacher who is a member of the union may resign from the union. Such a resignation shall in no way affect his or her employment ties as a teacher.
- 3-4.05** The fact that a teacher is refused membership in the union or is expelled from the ranks of the union shall in no way affect his or her employment ties as a teacher.

3-5.00 UNION DELEGATE

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

3-5.02 For each school or group of schools, the union shall appoint a teacher from the school or group of schools to the position of union delegate. It may also appoint several teachers to that position. When there is more than one union delegate, the union shall designate one of them as the senior union delegate. Whenever the term "union delegate" is used in this agreement, it is understood that it also refers to the senior union delegate.

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

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

3-5.04 The union shall inform the board and the school administration, in writing, of the names of the following: WQTA Executive, WQTA Delegates, WQTA Parity Committee Representatives, QPAT Committee Representatives, QPAT Board of Director Members, and any substitutes for said committees or boards within 15 days of their appointment.

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

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

3-7.00 THE DEDUCTION OF UNION DUES OR THEIR EQUIVALENT

- 3-7.01**
- a) Within sixty (60) days of the signing of this agreement and henceforth before August 1st of each year, the union shall notify the board in writing of the amount set as regular syndical dues for all categories of members according to the bylaws of the union. Failing such notice, the board shall make deductions according to the last notice received.
 - b) Sixty (60) days before it becomes deductible, the union shall notify the board in writing of the amount set as an increase of the regular union dues according to the bylaws of the union.

c) Sixty (60) days before it becomes deductible, the union shall notify the board in writing of the amount set as special union dues in accordance with the bylaws of the union.

3-7.02 When the board has received the notice provided for in clause 3-7.01 (a) of the local agreement, it shall deduct, in equal amounts, from each of the teacher's twenty-six (26) salary payments:

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

3-7.03 When the board has received the notice provided for in clause 3-7.01 (b) of the local agreement, it shall deduct from the first payment of the teacher's salary following the period provided for in clause 3-7.01 (b) of the local agreement:

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

3-7.04 When the board receives the notice provided for in clause 3-7.01(c) of the local agreement, it shall deduct from the payment of the teacher's salary following the period provided for in clause 3-7.01(c) of the local agreement:

- a) the special union dues in the case of each teacher who is a member of the union;
- b) the equivalent of the special union dues in the case of each teacher who is not a member of the union.

3-7.05 In the case of a teacher who enters the service of the board after the beginning of the school year, the board shall deduct in equal amounts from every payment of salary remaining due, the amount set as union dues according to the bylaws of the union.

3-7.06 In the case of a teacher who leaves the service of the board before the end of the school year, the board shall deduct from the last payment of salary, the balance of the amount set as union dues according to the bylaws of the union.

3-7.07 On each pay date the board shall deposit by electronic means, with the financial institution designated by the union, the union dues collected in accordance with clauses 3-7.02 and 3-7.04 of the local agreement for each pay period. The board will forward to the union the list of the persons assessed and the amount deducted for each person within fifteen (15) days of each deposit.

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

- 4-2.01** GENERAL PROVISIONS - The goal of participation at any level is to ensure that the educational system will function to the benefit of the students. While preserving for the school commissioners the power of decision within the bounds of their rights and authorities as a board, it is officially recognized that teachers must participate in the developing of educational decisions, as defined in articles 4-3.00; 4-4.00; 4-5.00; 4-6.00; 4-7.00; 4-8.00; 4-9.00 and 7-2.00 of the local agreement.
- 4-2.02** For the purpose of this article, the board recognizes those designated under clause 2-2.01 of the local agreement as being the sole representatives of the teachers.
- 4-2.03** There shall be one Parity Committee for Professional Improvement and in-service training in Administrative Region 07. In Administrative Region 08 the Parity Committee shall be at the school level.
- 4-2.04** There shall be seven types of participatory committees:
- three (3) at the school level:
 1. School Council
 2. School-level Special Needs Committee
 3. School-level Value Added Committee
 - and four (4) at the board level:
 1. Educational Policies Committee
 2. Labour Relations Committee
 3. Complementary Services Parity Committee
 4. Value Added Parity Committee
- 4-2.05** All participatory committees must, as a matter of obligation, discuss all subjects that the provisions of the collective agreement stipulate.
- 4-2.06** The composition, prerogatives and operation of the participatory committees as defined in accordance with articles 4-3.00, 4-4.00, 4-5.00, 4-6.00, 4-7.00, 4-8.00 and 4-9.00 of the local agreement.
- 4-2.07** If the union claims it has not been properly consulted, the following shall apply:
- a) If this is a problem of oversight, or if the period of consultation was not sufficient as defined in clauses 4-3.06 and 4-6.06 of the local agreement, the appropriate mechanism for participation shall be set in motion immediately.

- b) If there is disagreement as to whether the matter falls under the purview of the committee, the matter shall be referred to the Labour Relations Committee for immediate review.
- c) If the Labour Relations Committee cannot find a satisfactory resolution, the issue will be referred to arbitration by virtue of chapter 9-2.00 of the local agreement with a request that the matter be given priority.

4-2.08 The meetings of the board-level committees, referred to in clauses 4-2.04, 4-6.00, 4-8.00 and 4-9.00 of the local agreement shall be held during the regular workday. Teachers shall be released for these meetings at no cost to the union.

4-3.00 SCHOOL COUNCIL

4-3.01 There shall be a School Council established in each school and centre to act as a co-operating and co-ordinating participatory committee.

4-3.02 Composition of School Council

No later than September 15th of each year the teachers of the school or centre shall elect to School Council between three and ten representatives, including a chairperson and secretary. The minimum number shall not apply in schools with fewer than three (3) teachers.

In each school or centre, the principal or designate, and the syndical delegate or alternate delegate shall be members of School Council.

4-3.03 Items for Participation

School Council must be consulted prior to any decisions made concerning the Education Act, and regarding the following:

- a) the adoption of policies of the board or the Ministry of Education concerning educational programs in the school;
 - b) the establishment or modification of the school organizational plan, including its pedagogical organization;
 - i) the establishment of the timetable to be used in the school (i.e., number of days in a cycle, length of periods, placement of homeroom, placement of recesses, placement of lunch, etc.);
 - ii) the format of reporting to be used by the school;
 - iii) the use of computers and technology to accomplish tasks which are part of the duties of a teacher;
 - iv) the examination invigilation schedule and its development;
 - v) the determination of a procedure and schedule for emergency substitution in the school;
- (continued on next page)

- vi) the system of reporting late arrivals and absences of students;
 - vii) the selection of new instructional materials and textbooks within the school;
 - viii) the integration of teachers new to the staff, particularly those who have not taught before;
 - ix) the use of help from administrative Support Staff for teachers of the school;
 - x) the subject-time allocation for each subject and every program;
 - xi) the rules governing the placement of students and their promotion;
 - xii) the remedial program to be adopted for students of the school;
- c) the intent, establishment and application of regulations concerning student discipline, including the rules of conduct and safety measures within the school (i.e., School Code of Conduct, Anti-Bullying and Violence Prevention, etc.);
 - d) the general organization of student in-school and extra-curricular activities and the programming of educational activities entailing changes in the arrival and departure times or requiring the students to leave school premises;
 - e) the program for each pedagogical day within the school excluding those aspects of board wide pedagogical days that are specifically designed to involve teachers of more than one school;
 - f) the establishment of budgetary priorities in the school;
 - g) the advisability of running courses when class size is significantly smaller than those recommended in 8-4.02, 8-4.03, 8-4.04 of the provincial entente;
 - h) the Emergency Preparation Plan for the school;
 - i) the concerns about safety conditions within the school environment
 - ii) the procedures to be followed in the event the school has to be closed;
 - i) the programs of studies, the textbooks and any instructional materials required for the teaching of the programs of studies established by the Minister and the operation of the school system;
 - j) the student supervision schedule and supervision procedures;
 - k) the establishment of a special school project and its enrolment criteria;
 - l) the application of criteria for evaluating the learning achievement of students in the school.
 - m) parent-teacher relations within the school;
 - n) Any other matter specifically referred to School Council, excluding those of a nominative nature;

- o) Vocational Training and Adult Education;
 - i) the programs of studies leading to an occupation or profession in addition to the Vocational Training programs which the School Board is authorized to organize (Article 223, Education Act);
 - ii) the determination of the students' services (Adult General Education or Vocational Training) to be provided by the Centres;
 - iii) the programs in the Vocational Training and Adult Education Centres in respect of Article 247, of The Education Act.

4-3.04 The principal or designate must supply, as follows, information and relevant explanations concerning the school budget:

- a) At its first meeting in October, School Council shall receive a detailed budget statement.
- b) School Council shall be explained the purchase order, requisition, and petty cash systems used by the school.
- c) Prior to adoption by the Governing Board, School Council shall receive a detailed preliminary budget for the next school year.
- d) The school budget shall be a standing item of the School Council agenda.

4-3.05 The School Council must discuss matters referred to it by the school administration, the board, or its committees, or a teacher at the school, provided such matters fall within those stipulated in clause 4-3.03 of the local agreement.

4-3.06 Between the date of any request to the School Council for recommendation and the date of implementation of a measure, the School Council must have a reasonable period to fulfill its obligation.

4-3.07 If the school administration does not implement a recommendation of School Council, the reasons for the decision taken shall be provided in writing to all members of staff prior to the implementation of the decision made or within 10 working days.

4-3.08 The School Council may present concerns regarding the adherence to The Basic School Regulations, The Education Act, The Provincial Entente and The Local Entente

4-3.09 Operation of School Council

- a) School Council shall not normally be required to sit during class time. However, if a matter is urgent, the School Council, with the agreement of the school administration, may hold the necessary meetings during class time;
- b) at its first meeting, the School Council shall establish its own rules of internal procedure and the manner in which it reports its deliberations to all teachers of the school;
- c) in order to reach a decision, a simple majority of members present shall be required;

- d) when needed, the school administration shall make available secretarial assistance for the preparation and circulation of the School Council minutes. The minutes shall normally be distributed to all teachers and the administration within 5 (five) working days of the Council meeting;
- e) the School Council shall meet at least once per month between September 1st and June 30th;
- f) School Council may hear people with expertise in an area to help with its deliberations concerning a specific matter. This must be at no cost to the board or the union, and both the chair of School Council and the school's administration will inform the other of the intent to invite such an expert.

4-4.00 SCHOOL-LEVEL SPECIAL NEEDS COMMITTEE

- 4-4.01** By the first student day of each year, the teachers of the school or centre shall elect to the School-level Special Needs Committee, for a tenure of one year, no less than two (2) and no more than five (5) representatives including a chairperson and secretary.
- 4-4.02** At its first meeting, the committee shall establish its own rules of internal procedure.
- 4-4.03** In each school or centre, the principal shall be a member of the school-level Special Needs Committee.
- 4-4.04** The mandate of the committee shall be that described in clause 8-9.05 of the provincial entente. The committee shall have a minimum of four (4) meetings during the school year.

4-5.00 SCHOOL-LEVEL VALUE ADDED COMMITTEE

- 4-5.01** By the first student day of each year, the teachers at the school or adult education center shall elect to the School-level participating body of teachers, for a tenure of one (1) year, no less than three (3) teachers and no more than eight (8) teachers to the committee.
- 4-5.02** At the first meeting, the committee shall establish its own rules of internal procedure.
- 4-5.03** In each school or adult education center, the principal shall be a member of the Value-Added School-level participating body of teachers.
- 4-5.04** The mandate of the committee shall be that described in Appendix XXVI 2.5, 3.4, 3.5, 3.6 and 3.7 of the provincial entente.

4-6.00 EDUCATIONAL POLICIES COMMITTEE

4-6.01 The Educational Policies Committee shall be established to act as a co-ordinating and co-operating participatory committee to consider board level issues. Before September 30th of each school year, the committee shall be formed of four (4) cadres representing the board and four (4) teachers in the employ of the board. Teachers released for union activities, by virtue of clause 3-6.06 of the provincial entente, may represent the union.

4-6.02 The Educational Policies Committee may create any sub-committee it deems necessary for its operation, but the sub-committee shall remain responsible to the Education Policies Committee.

4-6.03 Items for Participation

The Educational Policies Committee must participate in decisions concerning the following.

- a) the selection and use of new teaching methods, instructional materials and textbooks; as per clauses 4-1.01 of the provincial entente;
- b) any new regulations or changes in regulations affecting discipline of students;
- c) any new courses or changes to the existing courses at the secondary and elementary levels;
- d) the preparation of examinations to be used at the secondary level in more than one school, as per clause 8-1.02 of the provincial entente;
- e) educational research or pilot projects intended for a group of schools. If applicable, all teachers shall be given the opportunity to apply to participate in pilot projects;
- f) the planning of board wide pedagogical days, including the calendar of events, that involve the teachers of more than one school;
- g) any new policies or significant changes to existing policies regarding the evaluation and examination of students, including the selection and use of standardized tests;
- h) changes in, or additions to methods for the evaluation of teachers not subject to probation;
- i) an annual review of program priorities within the board;
- j) the timetable to be used in schools,
- k) the report cards to be used for students,
- l) pedagogical items for consultation prescribed by the Education Act;
- m) the use of computers in the schools;
- n) the implementation of the Basic School Regulation;
- o) the exemption of a student from the application of a provision thereof or the departure from a provision thereof in order to carry out a special school project;

- p) the implementation of the programme of studies, the exemption of a student from a subject prescribed by the Basic School Regulation or the replacement of a programme of studies by a local programme of studies;
- q) the programme for each student service and special educational service contemplated in the Basic School Regulation;
- r) the internal examinations imposed by the School Board at the end of each elementary cycle and at the end of the first secondary cycle as prescribed by article 231 of the Education Act;
- s) the rules governing the promotion from elementary school to secondary school and from the first cycle to the second cycle of the secondary level;
- t) the internal examinations in the subjects taught in a Vocational Training or Adult Education Centre, in which no examination is imposed by the Minister, and for which credits are compulsory (Article 249 Ed. Act).

Whenever a particular item in the preceding paragraphs solely concerns students identified with special needs, it shall instead be referred to the Complementary Service Parity Committee (CSPC)

4-6.04 Participation concerning any of the above issues must take place prior to the board passing a resolution to adopt or implement any policy outlined in clause 4-6.03 of the local agreement.

4-6.05 Between the date of any request to the Educational Policies Committee for recommendation and the implementation of an educational policy, the committee must be given a reasonable period to fulfill its obligation.

4-6.06 The Educational Policies Committee must notify the board, or the individual seeking input, of its recommendation by the deadline given. More than one submission may be made by members of the Educational Policies Committee provided the chair is notified at the committee meeting where the discussion or vote took place concerning the issue and provided both submissions are made at the same time.

4-6.07 Operation of Educational Policies Committee

- a) At its first meeting, the Educational Policies Committee shall elect a Chairperson and a Secretary from its regular members. The board and the union shall each occupy one of the posts, alternating responsibilities yearly.
- b) A quorum at any meeting of the Educational Policies Committee shall consist of three (3) members from the board and three members from the union.
- c) A decision is reached by a simple majority vote of those present.
- d) If necessary, the Educational Policies Committee may hear people with expertise in an area to help with its deliberations concerning a specific matter. This must be at no cost to the board or the union, and both the union and the board will inform the other of the intent to invite such an expert.
- e) The Educational Policies Committee shall meet every two months from September to June. If because of exceptional circumstances, the committee may meet more frequently.
- f) Minutes will be circulated to all members within ten (10) working days.

4-7.00 LABOUR RELATIONS COMMITTEE

- 4-7.01** The board and the union agree to form a Labour Relations Committee with the goal of resolving issues of mutual concern. These issues may include, but are not necessarily confined to, matters concerning health and safety, implementation and interpretation of the contract and joint union and board initiatives. It shall not deal with matters normally and specifically mandated to other committees by the collective agreement unless there is agreement to the contrary.
- 4-7.02** The Labour Relations Committee must participate in decisions concerning the Employee Assistance Program.
- 4-7.03** The Labour Relations Committee shall be composed of a maximum of six (6) members, three (3) representing the union and three (3) representing the board.
- 4-7.04** The agenda of the Labour Relations Committee shall be prepared jointly by the board and the union, with additions to be made at the meeting, if needed.
- 4-7.05** A meeting shall be held when the Director of Human Resources and/or the President of the union identify a need to convene.

4-8.00 COMPLEMENTARY SERVICES PARITY COMMITTEE

- 4-8.01** In accordance with clause 8-9.04 of the provincial entente, the board and the union shall establish, by September 1st, a parity committee relating to students with special needs.
- 4-8.02** This Parity Committee shall be composed of four (4) representatives of the union and four (4) representatives of the board. The positions of chairperson and secretary shall alternate annually between the board and the union.
- 4-8.03** At its first meeting, the Committee shall establish its own rules of internal procedure and the way it reports its deliberations to the appropriate bodies.
- 4-8.04** The Complementary Services Parity Committee will meet at least three (3) times per year. If because of exceptional circumstances, the committee may meet more frequently.
- 4-8.05** The mandate of the Committee shall be that described in clause 8-9.04 of the provincial entente.

4-9.00 VALUE ADDED PARITY COMMITTEE

- 4-9.01** In accordance with Appendix XXVI of the provincial entente, the board and the union shall establish by October 1st, a board-level participating body of teachers relating to the program designed to recognize value added and to assist in the assignment, recruitment, and retention of teachers.
- 4-9.02** The value-added board level participating body of teachers shall be composed of a maximum of four (4) representatives of the union, and four (4) representatives of the board. The positions of chairperson and secretary shall alternate annually between the board and the union.
- 4-9.03** At its first meeting, the committee shall establish its own rules of internal procedure.
- 4-9.04** The committee will meet at least two (2) times per year.
- 4-9.05** The mandate of the committee shall be that described in Appendix XXVI, 2.2, 2.3, 2.4 and 3.3 of the provincial entente.

5-1.00 ENGAGEMENT

Section B Provisions dealing with priority of employment lists for the purpose of awarding contracts (subject to security of employment, priorities of employment and acquisition of tenure)

Part I Applicable Principles

- 5-1.10** The following teachers are excluded from all priority of employment lists:
- a) The teacher who is employed full-time.
 - b) The teacher who is not legally qualified within the meaning of clause 1-1.35
- 5-1.11** The name of eligible teachers shall be entered on the priority of employment lists according to seniority as established under article 5-2.00.
- 5-1.12** Except in the case prescribed in the second paragraph of clause 5-1.08, the board that must hire a part-time or replacement teacher shall offer the contract to the teacher in accordance with clause 5-1.13, provided he or she meets the specific requirements of the position to be filled under clause 5-21.06.

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

- 5-1.13** The existing priority of employment lists, by teaching category, for the 2022-2023 school year shall continue to exist by virtue of this article.
- 5-1.14** No later than May 1st of each year, the school board shall draw up the priority of employment lists by teaching category, respecting the following provisions:
- a) For each teacher already on the priority of employment lists, by teaching category, the school board shall add the numbers of days taught or expected to be taught under a part time contract or a replacement contract in the school board during the current school year.
 - b) The school board shall add to the priority of employment lists, by teaching category, the name of the teacher who has taught, on a part-time contract or replacement contract, during at least two of three preceding years and whom the board decided to register on the list or to offer a contract.
 - c) The name of a teacher may not appear on more than one priority of employment lists.
 - d) Should the teacher be eligible to have his or her name entered on more than one priority of employment lists, by teaching category, because of having an equally divided workload, the teacher shall decide on which list his or her name shall be entered.
 - e) A copy of the updated list will be sent to the union no later than 10 days before the date identified in clause 5-1.18
- 5-1.15** The teacher whose name is on the priority of employment list and who is granted a regular teaching contract shall retain a priority of employment for a part-time contract or replacement contract if he or she is non-reengaged because of surplus if his or her name remains on the list of non-reengaged teachers prescribed in subclause a) of clause 5-3.35.
- 5-1.16** The teacher who has a part-time contract may, if he or she so agrees, be assigned additional teaching periods in the same subject in the same school if the timetable of the school so permits without entailing others changes until such time as he or she acquires a full teaching load, but without changing his or her status of part-time teacher.
- 5-1.17** Priority of employment lists shall be updated on June 1st of each year based on the cumulative durations of the part-time contracts or replacement contract of each year. The preceding applies to those whose names are registered on the priority of employment lists. The lists shall include the names of full time contract teachers referred to in the second paragraph of clause 5-3.35 a), where applicable. Prior to June 30th of each year, the board shall send a copy of the lists to the union.

- 5-1.18** Before May 10th the school board shall schedule a hiring hall meeting for all the teachers who are on the priority of employment lists.
- 5-1.19** No later than five (5) working days before the hiring hall meeting, the school board shall make available to the teachers on the lists of priority of employment and the union, the list of posts to be filled after the application of clauses 5-3.10 to 5-3.19 and article 5-21.00. The list should provide all the information in relation with each post to be filled as well as the information related to the process used.
- 5-1.20** At the hiring hall meeting the school board shall offer posts to teachers accordingly to the following modalities:
- a) proceeding by position on the priority of employment lists in order of seniority, per category, each teacher shall indicate the post of his or her choice;
 - b) the school board shall award the post as chosen by teachers, considering the category and the teacher's qualifications.
- 5-1.21** After the priority of employment hiring hall meeting, if a full-time post becomes available, an email will be sent to all the teachers in the teaching category. The teacher will have 48 hours to respond. During the summer construction holidays the teacher will have 72 hours to respond. The position will be offered to the most senior teacher who accepts the post.
- 5-1.22** Until the first day of the school calendar, if a 100% replacement post becomes available after the priority of employment hiring hall meeting, it will be offered to the most senior part-time teacher, in the teaching category, who has received a contract less than 100% and who has indicated, at the hiring hall meeting, wanting a 100% teacher post.
- 5-1.23** Until the first day of the school calendar, any new postings other than a full-time post will be offered to all teachers who have indicated, at the hiring hall meeting, that they want to be contacted. The post will be allocated to the most senior teacher in the teaching category.
- 5-1.24** A teacher has the right to refuse a post. The school board will then not have the obligation to offer the teacher any posts during the school year.
- 5-1.25** A teacher's name may be removed from the priority of employment list if they have not been granted a contract during the last two (2) years except in the case of:
- i) a maternity, paternity or parental leave covered by the Act respecting labor standards (R.S.Q., c. N-1.1);
 - ii) a disability within the meaning of the agreement;
 - iii) a full-time position with the local union or QPAT;

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

- 5-1.26** Every teacher who is engaged by the board must:
- a) provide proof of his or her qualifications and experience;
 - b) provide original certificates, diplomas and degrees as well as official transcripts of marks to the board;
 - c) provide proof of teaching or relevant experience;
 - d) produce any other information required in writing following the application for employment.
- 5-1.27** Any deliberate false declaration made to obtain a contract of engagement fraudulently or any personal omission on the part of a teacher to comply with the provisions of clause 5-1.26 of the local agreement when it is possible to do so, shall constitute a breach of contract and a reason for terminating the teacher's contract by the board. The procedures outlined in clause 5-7.00 of the local agreement shall apply.
- 5-1.28** The teacher must inform the board and the school/centre in writing of any change of address, telephone number or changes of financial information relating to direct deposit.
- 5-1.29** At the time of the engagement of a teacher under contract, the board shall provide the teacher with:
- a) information on how to access the Provincial and Local Ententes
 - b) an application form for membership in the union;
 - c) an application form for participation in the insurance plan or for exemption if need be.
- 5-1.30** The board shall provide a copy of the teacher's contract of engagement when completed or no later than thirty-five (35) working days 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 sixty first (61) workday.

Section E Substitution

- 5-1.31** In case of a teacher's absence, the replacement shall be assumed either by a teacher on availability or by a teacher assigned in whole or in part to substitution. Failing this, the Board shall call upon the following in the order indicated:
- a) an occasional substitute registered on a list maintained by the Board for this purpose;
 - b) the teachers at the school who have reached the maximum of their workload and who wish to do so on a voluntary basis;

- c) the other teachers at the school according to the emergency substitution system designed in consultation with the teachers at the school that assure equitable treatment in the coverage of emergency absences. Except in the case where a teacher is assigned partially to substitution, teachers are freed from obligation to the emergency system as of the third consecutive day of a teacher's absence.

5-3.09 SCHOOL CLOSING (*Local Arrangement*)

- a) In the case of a school closing, the school that is closed and the receiving school shall be considered as one school for the purpose of assignment and transfer. The teachers shall then be subject to the provisions of this article. The board shall provide one pedagogical day for the teachers from both schools to meet and consider the educational plan of the school for the following year according to article 4-3.00 of the local agreement.
- b) In the case where students from one school are moved to another making it necessary to transfer staff, the teaching personnel concerned shall be considered part of the staff of the receiving school for the purposes of assignment and transfer, subject to the provisions of this article. The board shall provide a pedagogical day for the teachers at the receiving school and the incoming teachers to meet and consider the educational plan for the school for the following year according to article 4-3.00 of the local agreement.
- c) In the case where the students from the closing school are sent to more than one school, the board and the union agree to meet prior to April 30th to set procedures related to the transfer of teachers.
- d) By April 30th , preceding the partial or full closing of a school, the board will advise teachers affected by such transfer.

5-3.24 SECURITY OF EMPLOYMENT (*Local Arrangement*)

- d) With regard to application of sub-clause 5-3.24(d) of the provincial entente, this clause shall apply unless an alternative agreement is reached between the board and the teacher, after consultation between the teacher and the Union, prior to September 30th.

5-5.00 PROMOTION (*Local Arrangement*)

5-5.04 The board and the union agree that the duration of a temporary promotion, to a professional, senior staff, principal or vice-principal position may not exceed:

- a) June 30th of the second school year, if the promotion begins before the preceding December 31st, or;
- b) a twenty-four (24) month period, if the temporary promotion begins after December 31st of a school year.

5-6.00 PERSONAL FILE AND ALL ISSUES PERTAINING TO DISCIPLINARY MEASURES AND SANCTIONS EXCLUDING DISMISSAL AND NON-REENGAGEMENT

Section A Disciplinary Measures and Sanctions

- 5-6.01** A disciplinary measure shall take the form of a letter of warning, reprimand, or suspension. A suspension may be with or without total salary. A suspension cannot last more than twenty (20) workdays unless there is an agreement to the contrary between the board and the union.
- 5-6.02** All disciplinary measures must originate from the board or the school administration in accordance with this article.
- 5-6.03** Every teacher receiving a disciplinary measure shall be summoned to a meeting where the disciplinary measure will be issued. The teacher must receive a written notice at least twenty-four (24) hours before the meeting specifying the subject to be discussed. Such a notice shall also be given to the union delegate.
- 5-6.04** Every teacher summoned for disciplinary reasons is entitled to be accompanied by the union delegate or by another union representative. The union delegate, if necessary, shall be released from his or her teaching duties for the time required for the meeting with the school administration.
- 5-6.05** 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.
- 5-6.06** A letter of warning, reprimand or suspension must outline the reasons for the disciplinary measure. In the case of a suspension, the duration of the suspension must be indicated.
- 5-6.07** The letter of warning, reprimand or suspension shall be given to the teacher in question and a copy thereof shall be forwarded to the union. For the sole purpose of acknowledging that he or she knows the content thereof, the letter must be countersigned by the teacher. If the teacher fails to countersign the letter, the union delegate or, in his or her absence, another person must sign to acknowledge the fact that a disciplinary letter has been given or sent to the teacher in question.
- 5-6.08** In the event the teacher does not present himself or herself at the disciplinary meeting, the countersigned letter shall be sent to the teacher in question by registered or certified mail or delivered by bailiff.

Section B Personal File

- 5-6.09** Only a disciplinary letter countersigned under clause 5-6.07 of the local agreement may be placed in the teacher's personal file.
- 5-6.10** Within fifteen (15) workdays of receiving a letter of warning, reprimand or suspension, the teacher may make written comments he or she feels are relevant to the disciplinary measure and have the comments entered in his or her personal file.
- 5-6.11** Every letter of warning placed in the teacher's personal file shall become null and void one hundred (100) workdays after the date on which it is issued unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.
- 5-6.12** Every letter of reprimand placed in the teacher's personal file shall become null and void two hundred (200) workdays after the date on which it is issued unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.
- 5-6.13** Every letter of suspension placed in the teacher's personal file shall be withdrawn from the said file three hundred (300) workdays after the beginning of the suspension unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.
- 5-6.14** In the case of a subsequent disciplinary measure within the time period prescribed in clause 5-6.11, 5-6.12 or 5-6.13 of the local agreement, 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 of the local agreement, the teacher must have been at work in the employ of the board for at least half of those days.
However, the balance of days necessary to complete the period prescribed may be workdays or leave. A parental leave or a leave caused by circumstances beyond the teacher's control shall be counted as workdays.
- 5-6.16** Any disciplinary letter that has become null and void shall be returned to the teacher. The comments entered under clause 5-6.10 of the local agreement 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 provides proof of his or her identity if necessary.
Subject to the same conditions, a union representative, with the teacher's written permission, may consult the teacher's personal file.

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

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

5-7.00 DISMISSAL

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

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

5-7.03 The teacher and the union must be informed by written notice sent by registered or certified mail or bailiff of:

- a) the board's intention to terminate the teacher's engagement;
- b) the date on which the teacher was or will be relieved of his or her duties;
- c) the basic facts, for information purposes, and the reasons supporting the intention to dismiss the teacher, without prejudice. No objection may be based on the insufficiency of the facts provided.

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

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

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

5-7.06 At least twenty-four (24) hours before the meeting is held, the union shall be notified of the date, time and place where the decision to terminate 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) working days 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 bailiff of its decision to terminate or not the teacher's contract of engagement and, as the case may be, of the date on which the teacher resumed or is to resume his or her duties.

- 5-7.08** If the board does not terminate the contract of engagement within the time limit prescribed, the teacher shall regain all his or her rights, including total salary, as though he or she had never been relieved of his or her duties.
- 5-7.09** In the case where criminal action is taken against the teacher and the board considers that the nature of the accusation causes it serious prejudice as an employer, it may relieve the teacher of his or her duties with or without total salary until the conclusion of his or her trial. The time limit prescribed in clause 5-7.05 of the local agreement shall begin as of the date on which the teacher informs the board that he or she has received a judgement; such notification must be given within twenty (20) days of the date on which the judgement was issued.
- 5-7.10** The board agrees not to invoke the absence of legal qualifications, as per the “brevet d’enseignement”, to terminate the contract of a teacher engaged as such.
- 5-7.11** Should the union wish to submit a grievance; it must do so in accordance with article 9-2.00.
- 5-7.12** The arbitrator hearing the grievance shall decide whether the procedure prescribed for the dismissal was followed and whether the reasons given by the board in support of such a dismissal constitute one of the reasons for termination specified in clause 5-7.01.

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

5-8.00 NON-REENGAGEMENT

- 5-8.01** This article applies to regular teachers only.
- 5-8.02** The board may decide to non-reengage a teacher for one of the following reasons only: incapacity, negligence in the performance of his or her duties, insubordination, misconduct, immoral behaviour and surplus of personnel within the framework of article 5-3.00 of the provincial entente.
- 5-8.03** The union must be informed no later than May 15th of each year, by means of a list to this effect, sent by registered or certified mail, or delivered by bailiff, of the board's intention not to renew the engagement of one or more teachers. The board must also forward such a notice to the teacher concerned. However, this clause does not apply to non-reengagement because of a surplus of personnel within the framework of article 5-3.00 of the provincial entente.
- 5-8.04** As soon as the union receives the list, it may investigate and make the representations it deems necessary.

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

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

5-8.06 The board must, before June 1st of the current school year, send a written notice by registered or certified mail, or delivered by bailiff to the teacher concerned and the union of its decision not to renew the engagement of the teacher for the following school year. The notice must contain the reason or reasons justifying the board's decision. A decision concerning a non-reengagement may be made at a meeting of the council of commissioners or the board's executive committee.

5-8.07 The union may, if it contests the reasons given by the board, submit a grievance to arbitration in accordance with article 9-2.00 of the local agreement, 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 position¹ 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.

5-8.08 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the non-reengagement was followed and, where applicable, whether the reason or reasons given by the board in support of the non-reengagement constitute one of the reasons for non-reengagement mentioned in clause 5-8.02 of the local agreement.

The arbitrator may annul the board's decision, if the procedure prescribed was not followed, or if the reasons for non-reengagement are not well founded or do not constitute sufficient cause for non-reengagement. The arbitrator may also 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.

5-8.09 The lack of legal qualifications may not be invoked against a teacher who has met, within the time limits prescribed, the conditions set for obtaining the legal qualifications but who has not produced the required documents due to an administrative delay not attributable to him or her.

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

5-9.00 RESIGNATION AND BREACH OF CONTRACT

Section A Resignation

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

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

Section B Breach of Contract

5-9.02 When a teacher does not report to the school administration or does not assume the duties to which he or she is assigned and fails to give valid reasons for the absence within five (5) workdays from the beginning of the absence. The absence and failure to give valid reasons constitutes 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 of the local agreement shall be considered as returning to work. However, the teacher who does not return to his or her position on the first workday of the school year during which he or she must return to work shall be in breach of contract as of the second workday of that same year.

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

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

5-9.06 In the case of a breach of contract within the meaning of clause 5-9.02, 5-9.03, 5-9.04 or 5-9.05 of the local agreement, 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 of the local agreement.

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

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

5-11.00 REGULATIONS REGARDING ABSENCES

5-11.01 A teacher who is unable to be present in school for teaching duties shall notify the appropriate person according to the policy of the school.

5-11.02 A teacher returning to school after an absence shall notify the appropriate person in accordance with the policy of the school.

5-11.03 Teachers shall not be required to be present in school if one or other of the following conditions apply:

Classes are cancelled by the designated authority due to inclement weather or to conditions which render it uninhabitable or adversely affect the health or safety of students in the school, such as:

- i) the temperature in the school falling below 18°C or above 32°C for a period of more than one hundred and twenty (120) minutes;
- ii) a lack of water, electricity, or a sewage disruption where there is no guarantee that service can be restored within one hundred and twenty (120) minutes;
- iii) a flooding condition which makes the school unusable (i.e., classroom or corridor) such that student movement in sections of the building is curtailed and normal classroom functions are disrupted.;
- iv) the presence of smoke, gas or noxious odors;
- v) structural damage such as collapse of walls, roofs or other significant and sudden deterioration in the structural integrity of the building (i.e., earthquake);
- vi) malodors, fire, hazards, insect or vermin infestation, communicable diseases based upon a report from an appropriate municipal or provincial department to the principal;
- vii) pollution of drinking water when the municipal/provincial authorities advise against consumption of tap water without special treatment, unless others means of obtaining drinking water are provided;
- viii) lack of adequate lighting, if service cannot be returned within one hundred and twenty (120) minutes after the loss of service.

It is understood that the examples listed above do not limit the criteria which may be considered when cancelling classes in a portion of the building or the entire building.

5-11.04 In the case of a school closure after the start of the regular school day, teachers will remain in a supervisory role until the dismissal of all the students has been safely completed.

5-11.05 If the school must be closed for more than one (1) day, teachers may be asked to report to another location.

5-12.00 CIVIL RESPONSIBILITY

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

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

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

5-14.00 SPECIAL LEAVES (*Local Arrangement*)

5-14.01 For the events mentioned in clause 5-14.02 of the provincial entente the board shall grant each full-time teacher a maximum of eight (8) noncumulative nonredeemable working days each year without loss of salary, supplements, or premiums for regional disparities.

5-14.02 In accordance with clause 5-14.02 of the provincial entente the board and the union agree to replace the provisions of clause 5-14.02 of the provincial entente by the following:

- a) In the event of the death of the teacher's spouse, child, or spouse's child if the child is living under the same roof, father, mother brother, sister: a maximum of seven (7) consecutive days, working days or not, commencing on the date of death² or including the day of the commemorative service, at the option of the teacher. If the teacher takes the leave commencing on the date of the death, the teacher may keep only one (1) of these days to attend the burial or the commemorative service;

in the event of the death of the teacher's spouse's minor child not living under the same roof: a maximum of three (3) consecutive days, working days or not, commencing on the date of death¹ or including the day of the commemorative service, at the option of the teacher. If the teacher takes the leave commencing on the date of the death, the teacher may keep only one (1) of these days to attend the burial or the commemorative service;

the second paragraph must allow the teacher to benefit from a minimum leave of two (2) workdays without loss of salary, supplements or premiums for regional disparities as prescribed in the Act respecting labour standards (CQLR, chapter N-1.1);

- b) in the event of the death of the teacher's parents-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson, or granddaughter: five (5) consecutive days, working days or not, commencing on the date of death or the day after the death or including the day of the commemorative service, at the option of the teacher. If the teacher takes the leave commencing on the date of the death, the teacher may keep only one (1) of these days to attend the burial or the commemorative service;

(continued on next page)

² The obligation to take the leave commencing on the date of death does not apply to the teacher who has ended his or her workday. In such a case, the leave commences on the day following the date of death.

the granting of this leave is conditional upon whether marriage or family ties still exist. For this reason, the leave shall be refused in the event of the dissolution of the marriage by divorce or annulment, the dissolution of the civil union by court judgement or notarized joint declaration or in the case where the definition of spouse no longer applies, except if the dissolution of one of the relationships (marriage, civil union or definition of spouse) is due to the death of the teacher's spouse.

- c) The marriage or civil union of the father, mother, brother, sister, son, daughter, or spouse's child living under the same roof; two (2) consecutive working days.
- d) The taking of the habit, ordination, taking of perpetual vows of the child, brother or sister of the teacher, the day of the event.
- e) The wedding or the civil union of the teacher, an annual maximum of seven (7) consecutive working days; beginning or concluding within three (3) days of the event.
- f) The Baptism or Brith of a child, the day of the event.
- g) Three (3) working days to cover any other event considered as an Act of God (disaster, fire, flood, etc.), which obliges the teacher to be absent from work and on which the board and the union agree to grant permission for absence without loss of salary
- h) An annual maximum of three (3) days for the following religious holidays:
 - i) for a teacher of the Jewish faith to celebrate Rosh Hosannah and Yom Kippur;
 - ii) a teacher of the Christian Church who follows the Julian Calendar to celebrate Christmas Day and Good Friday;
 - iii) for those following the Gregorian Calendar to celebrate the Feast of the Annunciation and Good Friday;
 - iv) or any teacher professing the faith of Islam, Hinduism, or Bah'ai to celebrate religious holidays.
- i) An annual maximum of one (1) day for change of domicile within one week of change of domicile.
- j) An annual three (3) working days for the following:
 - i) Serious illness of the relatives: the teacher's spouse, the child, father, mother, brother, sister, and grandparents of the teacher or the teacher's spouse as well as those person's spouses, their children and their children's spouse;
 - ii) parental leave following the use of the sick-leave days credited in paragraphs a), b) and c) of clause 5-10.26;
(continued on next page)

- iii) personal business which cannot be conducted outside of normal school hours;
- iv) one (1) day for travel beyond two hundred (200) km for teachers for medical, dental, or paramedical appointment upon presentation of proof;
- v) the teacher shall be entitled to one (1) day without loss of salary, supplements, or premiums for regional disparities, in addition to the number of days indicated in paragraph a) and b) of clause 5-14.02, if the funeral or the burial takes place at a distance greater than 300 kilometers from the teacher's residence.
- vi) in the case where a person referred to in paragraph a) and b) of this clause is receiving end-of-life care and medical assistance in dying as defined in the Act respecting end-of-life care (CQLR, chapter S-32.0001), the teacher who submits a request shall be entitled to a leave as of the day preceding the death, provided the teacher works on that day. In this case, the teacher shall so notify the board in writing as soon as possible.

5-14.03 Furthermore, the board shall, on request, allow a teacher to be absent without loss of salary, supplements, or premiums for regional disparities during the time when:

- a) the teacher must sit for official entrance or achievement examinations at an educational institution recognized by The Ministère de l'Éducation;
- b) the teacher must serve in a court of law as a juror or a witness in a case in which he or she is not a party;
- c) the teacher by order of the community health department, is placed under quarantine in his or dwelling because of a contagious disease affecting a person living in the same dwelling;
- d) the teacher, at the specific request of the board, undergoes a medical examination.

5-14.04 The board may also allow a teacher to be absent without loss of salary, supplements, or premiums for regional disparities for any other reason not mentioned in this article and which it deems valid.

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

5-15.01 During a leave of absence without salary provided for in this article, the teacher shall not be entitled to any monetary benefit other than those stipulated in this article.

5-15.02 Every regular teacher who has completed one (1) year of service with the board shall be eligible to benefit from the provisions of this article.

5-15.03 The board shall grant, upon written request, a leave of absence without pay for a period not exceeding one (1) contractual year:

- a) following the death of a teacher's spouse or child;
- b) in the case of serious illness of a spouse, child or parent or other distressful family circumstances;
- c) in the case of extended illness following the exhaustion of all sick leave benefits;
- d) in order to look after the teacher's child under age three (3) at home;
- e) in order for the teacher to take up full time study;
- f) to teach with the government schools abroad.

5-15.04 The teacher granted a leave of absence under the provisions of clause 5-15.03 of the local agreement, shall return to the same assignment provided the teacher returns to work within the same school year. All other teachers granted leave under clause 5-15.03 of the local agreement, shall be reintegrated subject to the provisions of articles 5-3.00 of the Provincial Entente and 5-21.00 of the local agreement and the Provincial Entente

5-15.05 The board shall grant a teacher leave of absence without pay, for a period not exceeding one (1) contractual year, for any reason deemed valid by the board.

5-15.06 During a leave of absence without pay, the teacher shall gain seniority in accordance with article 5-2.00 of the provincial entente and experience in accordance with article 6-2.00 of the provincial entente.

5-15.07 The board may renew any leave of absence without pay.

5-15.08 Except for the cases provided for in clause 5-15.03 a), b) and c), of the local agreement the request to obtain or to renew every leave of absence without pay must be made in writing prior to April 1st and must clearly establish the reasons supporting it.

5-15.09 The Director of Human Resources will inform the union of any leaves of absences that were denied.

Part Time Leave without Pay

- 5-15.10** The board may grant, upon request by a regular teacher, leave without pay for a portion of each school year or school day for any reason deemed valid by the board. All such requests must be made to the Director of Human Resources in writing prior to May 1st .
- 5-15.11** A teacher on a leave without pay for a portion of each school day or school year, continues to accumulate experience in accordance with article 6-2.00 of the provincial entente.
- 5-15.12** The teacher on leave without pay for a portion of each school day or school year, shall continue to benefit from the insurance plan enumerated in article 5-10.00 of the provincial entente.
- 5-15.13** Teachers on leave without pay for a portion of each school day or school year, shall continue to benefit from the provisions of article 5-13.00 of the provincial entente on a prorated basis.
- 5-15.14** The teacher on a leave of absence without pay may, following request to the board, continue to participate in the death and health benefit plans.

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 prior approval from 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 of the local agreement apply to a teacher called upon to participate in an exchange programme with other school boards in Quebec, Canadian provinces, or foreign countries within the scope of an agreement concluded between the board, the Government of Canada or the Government of Quebec and another school board, a foreign government, or another provincial government.
- 5-16.03** The teacher called upon to participate in an exchange program described in clause 5-16.02 of the local agreement 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 of the provincial entente, 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 of the local agreement 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 TEACHERS' CONTRIBUTION TO A SAVINGS INSTITUTION OR CREDIT UNION

- 5-18.01** The union shall notify the board of its choice of a single savings institution or credit union for its members. It shall forward the board a standard deduction authorization form.
- 5-18.02** The board shall cooperate in facilitating this operation.
- 5-18.03** Thirty (30) days after the savings institution or credit union has sent the authorizations to the board, the latter shall deduct from each payment of salary of the teacher who has signed an authorization for such purpose the amount he or she has indicated as a deduction for deposit in the savings institution or credit union.
- 5-18.04** Thirty (30) days after a teacher has sent a written notice to this effect, the board shall cease to deduct the teacher's contribution to the savings institution or credit union.
- 5-18.05** Amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.

5-21.00 ASSIGNMENT AND TRANSFER

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

- 5-21.10** Prior to April 30th, the school administration, after consultation with School Council, shall decide upon the program and staffing needs for the next school year in accordance with the provisions of the Collective Agreement.
- 5-21.11** All teachers returning from a leave of absence are in the category in the school to which the teacher was assigned in the year immediately preceding the leave of absence.
- 5-21.12** By April 1st, teachers, including those on leave of absence, shall notify in writing the school administration of their assignment preference for the following year. This may include any other teaching positions within a category for which they are qualified and willing to accept, in accordance with 5-21.04 of the provincial entente.
- 5-21.13** In order to declare excess, the provisions of clause 5-3.10 of the provincial entente shall be followed.
- 5-21.14** If, following the application of the procedures in clause 5-3.13 of the provincial entente, there is a need for teachers in any category, the school administration shall attempt to fill such need from among the teachers in the school whether they are excess or not. This procedure shall also be followed if the board is not in a surplus situation. In cases where it is necessary to choose between teachers whose qualifications and experience are equal, seniority shall prevail.

- 5-21.15** Before April 30th of each year, the principal of the school shall inform in writing the teachers declared excess and subject to transfer. A copy of the letter shall be sent to the union.
- 5-21.16** By May 10th of each year, the board shall post in each of its schools a list of the vacancies that have to be filled in each of its schools for the following year. The list of vacancies must be identified by category and sub-category and school. This list shall include the positions of teachers identified in accordance with 5-3.11 of the provincial entente. A copy of the list shall be sent to the union at the same time.
- 5-21.17** Within seven (7) days of posting the list of vacancies, the Director of Human Resources must receive in writing from teachers declared excess, their preference regarding the vacancies posted. Teachers wishing to apply for voluntary transfers may also apply for the positions posted in writing. At the end of the seven days and before the application of clause 5-21.18 the board will send to the union a list of the teachers requesting a voluntary transfer.
- 5-21.18** Proceeding by order of seniority, the board shall assign teachers declared excess to the positions for which they are qualified according to clause 5-21.04 of the provincial entente and for which they have expressed a preference.
- 5-21.19** The School Board shall grant, per seniority and in respect of clauses 5-21.04 and 5-21.05, as many voluntary transfers as possible to teachers who requested them. The School Board and the Union shall meet during the assignment and transfer process to review the voluntary transfer requests and jointly look at ways to achieve this objective.
- 5-21.20** Two (2) or more teachers may exchange their assignments within or between schools with the approval of the principals. A teacher participating in such an exchange would, for job security and assignment and transfer purposes, be listed in the category the teacher was assigned in the year preceding the exchange. Should the teachers extend the exchange for a second year, the teachers shall be in the category where they are currently assigned.
- 5-21.21** If a vacancy occurs between June 1st and August 15th in the original school of a teacher who was reassigned, that teacher shall be considered for the vacancy if he or she meets the requirements of the post and wishes to return.
- 5-21.22** In the event a school closing affects teachers as referred to in clause 5-3.09 of the provincial entente, the President of the union and the Director of Human Resources shall review this matter or may direct it to the Labor Relations Committee. This review shall study the effects, as well as all options that may be available, to the teacher(s) concerned.
- 5-21.23** The school administration shall, prior to June 30th, hold further consultative meetings with the entire staff, or departments, about the educational plan for the following school year. Teachers transferred to the school for the following school year shall be invited to these meetings.

- 5-21.24** All teachers under regular contract with the board shall receive in writing from the principal prior to the last working day of June, tentative assignment information for the next school year. Seniority, qualifications, preferences, and experience shall be considered when determining these assignments.
- 5-21.25** The board may only change the assignment of a teacher between July 1st and October 15th if there is a demonstrable need such as:
- a) a change in enrollment within a school.
 - b) a change in enrollment within a discipline at the high school that brings about a redistribution of students in the school
 - c) the unavailability of planned physical or human resources.
- 5-21.26** During the period from July 1st to October 15th , in cases where there is an excess of teachers, the school administration may request a teacher to transfer to another school. The teacher is only obliged to comply with this request if the conditions envisioned by clause 5-21.25 of the local agreement bring about the necessity of transfer.
- 5-21.27** In cases where there is an excess of teachers, as per clause 5-21.26 of the local agreement, the school administration shall proceed in the following order and this within each category:
- a) Teachers shall be declared excess according to the inverse order of seniority and this, up to the total number of teachers forecast as excess for each category.
 - b) When two (2) people with identical seniority and qualifications are subject to being declared excess, the following tie breakers shall be used to decide who is excess: i) previous experience with the board; ii) previous teaching experience; iii) lottery.
- 5-21.28** Any teacher who transfers to another school during the current year may, if the teacher wishes, obtain a maximum delay of one (1) week before reporting to the new school. The board may extend this delay if circumstances require.
- 5-21.29** After October 15th, the board may not reassign or transfer a teacher. However, a teacher may ask to be reassigned or transferred to another school if a position for which the teacher is qualified is available.
- 5-21.30**
- a) Any teacher who accepts a compulsory transfer beyond 65 kilometers which requires a change of domicile shall be reimbursed subject to the terms of Appendix III of the provincial entente.
 - b) A teacher who accepts a voluntary transfer of more than 65 kilometers that relieves a problem generated as a consequence of a change in enrollment or unavailability of staff, shall be reimbursed subject to the terms of Appendix III of the Provincial Entente.

- 5-21.31** The teacher identified as subject to compulsory transfer shall have the right to the review procedures outlined in clauses 5-21.33 to 5-21.39 of the local agreement.
- 5-21.32** Within the two (2) working days of the receipt of the notice declaring the teacher in excess and of the need for compulsory transfer, the teacher may request a meeting with the school administration to discuss the transfer. The school administration is obliged to schedule this meeting within two (2) working days of receiving the teacher's request. The teacher shall have the right to have a union representative present at this meeting. The teacher may request the reasons for the decision in writing. These reasons shall be provided if requested.
- 5-21.33** If the teacher is dissatisfied with the outcome of this meeting, or if the meeting has not taken place within the period specified in clause 5-21.32 of the local agreement within two (2) working days, the teacher may request in writing to the Director General a review of the case.
- 5-21.34** Upon receipt of the teacher's request referred to in clause 5-21.33 of the local agreement, the Director General shall notify the Director of Human Resources and the President of the union.
- 5-21.35** The Director of Human Resources and the President of the union shall be responsible within two (2) working days of receiving the notification from the Director General referred to in clause 5-21.38 of the local agreement, to meet as a review committee to study the case.
- 5-21.36** Within five (5) working days, it shall be the responsibility of this review committee to study the pertinent documentation and to decide whether the procedures under article 5-21.00 have been followed.
- 5-21.37** Within two (2) working days of the decision, the review committee shall inform the teacher concerned, the school administration, and the board of their decision in writing.
- 5-21.38** The board and the union agree that the decision of the review committee will be final and binding on all parties.
- 5-21.39** Should the review committee fail to reach a decision, the teacher shall have the right to arbitration under article 9-2.00 of the provincial entente.

6-8.00 PAYMENT OF SALARY

- 6-8.01** Teachers shall receive their annual salary referred to in 6-4.00 and 6-5.00 of the provincial entente by direct deposit to an account in an institution designated by the teacher, provided that the institution is listed with the Federation des Caisses. The teacher must receive deposit confirmation no later than the day of deposit. A teacher may change the designated institution for direct deposit at any time during the year by completing the necessary paperwork as outlined by the board payroll department. This change shall be made by the second payment after receipt of the request.
- 6-8.02**
- a) Full-time and part-time teachers shall receive, every second Thursday, 1/26 of the applicable annual amounts in salary, supplements, and premiums in accordance with chapter 6-7.00 of the provincial entente.
 - b) Remuneration for substitute teachers shall be paid the amount due within four (4) weeks of the period worked.
 - c) Remuneration for Head Teachers and Staff Assistants shall be equally divided over the regular pay periods.
 - d) Payment of monies due to teachers who leave the employ of the board shall be made within thirty (30) days of departure.
 - e) Payment of monies due to teachers leaving the employ of the board at the end of the school year shall be made on the last pay in June provided the teacher has notified the board in due time.
- 6-8.03** The board will provide an explanation included with the direct deposit Information stubs when regular pay for all teachers differs significantly from its usual amount.
- 6-8.04** When recuperation must be made from a teacher's regular pay, the teacher and board shall agree to the method of deduction unless legalities prevent it. In the absence of an agreement, a maximum of 10% of the net salary will be deducted from each pay period. In the case where there is less than 10 pay periods remaining before the end of the teacher's contract, the amount will be divided equally over the remaining pay periods.
- 6-8.05** Any error in the payment of salary, which is reported to the school board within two days of that regularly scheduled pay, shall be corrected on the next scheduled pay.
- 6-8.06** The board shall include an explanation with any monetary payment to teachers, other than a regular pay cheque, to explain the nature of and the basis for such payment.
- 6-8.07** Payment for in-school substitution by teachers shall be included as part of regular pay periods.

- 6-8.08** Any other monetary compensation, including the amounts payable for the balance of the redeemable days in conformity with clause 5-10-26 of the provincial entente, shall be paid no later than the last working day of each work year.
- 6-8.09** The board shall make maternity leave payments during the regular pay periods upon presentation to the board of eligibility for E.I. benefits.
- 6-8.10** Teachers eligible for compensation by virtue of clause 8-4.01 of the provincial entente
- a) shall be notified in writing prior to October 30th;
 - b) shall receive a copy of the worksheet used to derive the oversize class compensation;
 - c) compensation will be paid in 2 instalments: one prior to December 31st and the second prior to June 30th of the current school year.
- 6-8.11** A list of those teachers eligible for compensation shall be forwarded to the union no later than November 15th. Any subsequent changes to this list shall be forwarded to the union prior to June 1st. A list of oversize class compensation payments by school, and the total amount, shall be forwarded to the Union by January 15th and again by June 30th.

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

- 7-2.01** There shall be one (1) central professional improvement and in-service training committee for region 07. Each school in region 08 shall have its own committee.
- 7-2.02** The region 07 committee shall have three (3) members representing the board and three members representing the union. Composition of the committees for region 08 schools shall be determined locally.
- 7-2.03** Each committee shall develop its own operating procedures that must reflect the parity nature of the committee.
- 7-2.04** Each committee will review and adopt annually a set of guidelines and procedures for the distribution and accounting of its funds.

8-4.00 RULES GOVERNING THE FORMATION OF STUDENT GROUPS (Local Arrangement)

- 8-4.06 e)** The board and the union agree that in a school where there are fewer than sixty five (65) students at the elementary level a multigrade class may have more than three (3) levels, provided the board add the equivalent of an additional 0.5 of a teaching post for the school.

8-5.00 DURATION OF WORKING TIME AND ANNUAL WORKLOAD

8-5.01 Work year (Local Arrangement)

At the beginning of the school year, up to five (5) working days at the end of August may be included in the school calendar unless otherwise agreed to by the board and the union. The end of the school year shall not extend beyond June 30, and where possible, not beyond the last Friday in June.

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

- 8-5.02.1** The Director of Human Resources and the President of the Union shall make a joint recommendation to the board concerning the calendar by March 31st of that school year. This will involve the negotiations about the distribution of the two hundred (200) working days, as well as the distribution of the twenty (20) pedagogical days.
- 8-5.02.2** The Board and the union agree to modify the yearly distribution of the two hundred (200) working days for those schools where transportation is provided in conjunction with a school board other than Western Quebec.
- 8-5.02.3** The Board and the union agree that there will be twenty (20) pedagogical days. The Board and the union will identify a maximum of sixteen (16) of these days. The remaining days will be identified, in each school, by the teachers and the principal using the consensus method. Up to three (3) of the sixteen (16) days will be identified and may be used by the board. The programme and schedule for the pedagogical days (not identified by the Board) will be set in collaboration with School Council as per 4-3.03 and 8-5.03.

8-5.02.4 In regions 7 and 8, two (2) pedagogical days, shall be set aside in each school/centre each year to accommodate those teachers wishing to attend the QPAT Convention. Teachers attending QPAT Convention shall be permitted to depart by 11am, at the latest, on the first day of the convention.

8-5.02.5 In order to ensure a minimum of one hundred eighty (180) teaching days in each school, the Board will consult with the WQTA before converting pedagogical days to teaching days. The Board will not convert the pedagogical days set for the QPAT Convention. The Board will inform the WQTA when a teaching day is converted to a pedagogical day and the reasons thereof.

8-5.02.6 Pedagogical days shall be a maximum of 5.4 hours in duration, unless used as compensation days in conformity with the guidelines mentioned in clauses of the local agreement. Pedagogical days shall recognize and respect time for the following non-exhaustive list:

- Marking
- Lesson planning
- Preparing report cards
- Planning extracurricular activities
- IEPs
- Department/level/cycle/subject meetings
- Collective training,
- Consultation
- Classroom organization and preparation
- Meetings with Administration
- Ad-hoc meetings
- Planning and preparing a variety of assessments and evaluations (including common evaluations, midyear, and final examinations, etc.)
- Communicating or meeting with parents.

8-5.02.7 Pedagogical Days in the Adult Education Sector and the Vocational Training Sector

- A) The Board and the union agree that there will be a minimum of nine (9) pedagogical days in the Adult Education Sector and in the Vocational Training Sector.
- B) The programme and schedule for these days will be set in collaboration with School Council as per clause 4-3.03 e).
- C) There will be a maximum of three (3) global pedagogical days (identified by the board) and six (6) pedagogical days (identified by the teachers and the administrator of the center).
- D) Hourly paid teachers will not be required to be present on the pedagogical days unless requested to be present by their principal.
- E) An hourly paid teacher will be remunerated for the pedagogical days that they are required to attend.

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

8-6.07 Each teacher shall be entitled to at least fifty (50) minutes of uninterrupted time and no more than seventy-five (75) minutes per day uninterrupted time for lunch.

8-6.08 The school day shall be from 8:15 a.m. to 4:15 p.m. except in the cases where the school organization requires that homeroom begins prior to 8:30 a.m. In such cases, and after participation of school council, the school administration will adjust the beginning and ending of the school day to provide for:

- a) fifteen (15) minutes of supervision prior to the commencement of the student's schooldays;
- b) a maximum of eight (8) hours per day;
- c) a thirty-five (35) hour framework per week;
- d) a workday to begin no earlier than 7:30am. or no later than 9:15 a.m.
- e) a workday to end no later than 4:15 p.m.

8-7.07 SUPERVISION OF THE ARRIVAL AND DISMISSAL OF STUDENTS AND OF THE MOVEMENT OF STUDENTS NOT INCLUDED IN THE WORKLOAD.

8-7.08 Teachers shall effectively ensure the supervision of arrivals and dismissal as well as the movement of students between classes and at recess time. This shall be determined in conformity with 4-3.03 (j) and 8-12.08 of the local agreement.

8-8.00 SPECIAL CONDITIONS (*Local Arrangement*)

8-8.03 Lunch periods for all teachers shall begin between the hours of 11am and 1pm.

8-8.04 GROUP MEETINGS AND MEETINGS WITH PARENTS

8-8.05 The board or the school administration may convene the teachers for any group meeting held during the teacher's work year, taking the following provisions into consideration:

- a) the teacher shall be required to attend these group meetings within the regular workweek. He or she shall never be required to attend group meetings on Saturdays, Sundays or holidays;

- b) outside the regular workweek, the teacher may not be required to attend during the work year more than:
 - i) ten (10) group meetings of teachers convened by the board or the school administration; these meetings must be held immediately after the dismissal of all the students from the school, no later than 15 minutes after the bell signalling the end of the last class; for the purpose of applying this sub-paragraph, every meeting of a particular group of teachers, such as those of the same grade, cycle, level or school, shall be considered as a group meeting of teachers;
 - ii) three (3) meetings to meet parents; such meetings shall normally be held in the evening. However, the school administration may agree with the teachers on other meetings to meet parents without considering the regular workweek. In this case, the teacher shall be compensated by a reduction of his or her regular workweek, which shall be equal to the duration of the meeting. This compensation in time shall be taken at a time agreed upon by the school administration and the teacher.

8-8.06 The school administration shall provide at least forty-eight (48) hours' notice before holding a meeting, under clause 8-8.07 b) i) of the local agreement, which will extend beyond the teacher's working day. Such meetings will not exceed sixty (60) minutes in length. An agenda shall accompany the notice of meetings.

The School Council shall be consulted on the allocation of the ten (10) meetings between staff and department meetings.

This notice shall be waived in emergency situations.

In such emergency situations, the provisions of clause 8-8.10 of the local agreement shall apply. In addition, the school administration shall consider any other request for non-attendance.

8-8.07 A one (1) week notice shall be given for the meetings held under clause 8-8.05 b) ii) of the local agreement. Meetings held in the evening shall not exceed three (3) hours in length. These meetings should be followed by a pedagogical day when they are used for parent/teacher interviews. All exceptions shall be discussed with School Council prior to the scheduling of said meetings. One (1) evening may be used as a general meeting with the parents.

8-8.08 Any teacher who is requested to write examinations or who has scheduled a medical or dental appointment at the time designated for a group meeting, as referred to in 8-8.07 b) i), shall not be required to be present. It shall be the duty of these teachers to become aware of the items discussed.

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

- 8-12.01** Assignment shall include all the duties and responsibilities attributed to the teacher within the framework of the Education Act, Basic School Regulation, and the provincial entente.
- 8-12.02** If a teacher feels he or she has been assigned duty outside the bounds of article 8-2.00 of the provincial entente and is unable to resolve this concern with the principal, an appeal may be made to the Labour Relations Committee. Should this committee be unable to agree, the matter shall proceed directly to arbitration.
- 8-12.03** As of October 15th the union shall have the right to scrutinize the individual workload of all elementary and secondary teachers to verify the distribution of teaching and supervisory duties within the school.
- 8-12.04** If the school administrator must use clause 8-6.02 c) for an occasional request, they shall inform the teacher by 9:00 a.m. of any changes in the regular assigned duties of the teacher. However, if an urgent situation concerning a student arises during the day, this deadline may be waived.
- 8-12.05** In schools where primary and secondary classes are taught, the sector containing the greater number of students will determine the organizational mode of the timetable. Any alternate arrangement shall be referred to School Council for participation prior to implementation.
- 8-12.06** The school administration, following the participation of School Council, shall schedule supervisory duties among all teachers on staff on a rotational basis. School Council shall scrutinize the total workload assigned to all teachers considering the provisions of clause 8-12.09 of the local agreement and appendix XXXIV.
- 8-12.07** There shall be a five to ten (5-10) minute period per day of homeroom prior to the beginning of the student's timetable in the morning to allow teachers to carry out homeroom activities.
If a school wants to alter the time for homeroom, it shall be referred to school council for recommendation.
- 8-12.08** The distribution of duties shall be assigned by the school administration to ensure that the total workload of the teachers is fairly assigned. Consideration shall be given to:
- a) The number of minutes of teaching time.
 - b) The number of groups of students.
 - c) The number of disciplines.
 - d) The number of course preparations.
(continued on next page)
 - e) The characteristics of the groups assigned to the teacher.

- f) Multigrade classes as per clause 8-4.06 of the Provincial Entente
- g) The number of reporting periods.

- 8-12.09** Whenever possible, preparation time of teachers shall be in blocks of at least twenty (20) minutes.
- 8-12.10** At the primary level, each full-time teacher, except for specialists, shall have a minimum of one hundred and twenty (120) minutes release time per week. Where possible, the specialist shall also have a minimum of one hundred and twenty (120) minutes release time per week.
- 8-12.11** In distributing the duties and responsibilities described in clause 8-7.02 c) of the provincial entente the board shall assign no more than 1% of the teachers in all of its schools to these duties.
- 8-12.12** Teachers shall be required to provide rotational supervision for fifteen (15) minutes before school begins and ten (10) minutes after school ends according to a schedule devised after participation of School Council.

8-14.00 Internal and external mechanisms for solving workload-related problems arrangement

- 8-14.01** The parties shall take the necessary measures to ensure the harmonious application of clause 8-5.01 and article 8-6.00 and 8-7.00 to prevent any problems that may arise in implementing the provisions and to solve, where applicable.

To this end, the board and the union must agree on internal and external problem-solving mechanisms³. The mechanisms shall reflect the local reality and shall apply as of the consultation on workload and throughout the school year.

- 8-14.02** Before the beginning of the school year the school board and the union will establish a committee of two (2) members representing the school board and two (2) members representing the union. The director of human resources and the union president will be part of the committee.
- 8-14.03** The committee will meet no later than four (4) working days after receiving a request from a teacher.
- 8-14.04** The committee will analyze the situation, seek for more information if needed and make recommendations to the administration and the teacher no later than six (6) days after receiving the request.

³ These mechanisms also apply if the problem involves more than one teacher.

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

- 9-2.01** The procedure for settling grievances and arbitration prescribed in article 9-1.00 of the provincial entente applies.
- 9-2.02** Instead of the notice of grievance prescribed in clause 9-1.04 of the 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 of the local agreement. The letter must be sent within the time limit prescribed in clause 9-1.04 of the provincial entente.
- 9-2.03** In the case of a disciplinary measure provided for under article 5-6.00 of the local agreement, the date of the disciplinary notice is the date of the event.
- 9-2.04** In the case of the termination of a teacher's contract of engagement under article 5-7.00 of the local agreement or non-reengagement under article 5-8.00 of the local agreement, the date of the meeting at which the board shall make its decision is the date of the event.
- 9-2.05** Notwithstanding clauses 9-1.05 to 9-1.08 of the provincial entente, in the case of the termination of a teacher's contract of engagement under article 5-7.00 of the local agreement or non-reengagement under article 5-8.00 of the local agreement, the notice of grievance constitutes a notice of arbitration once it is received by the QPAT and the QESBA.

10-8.00 HYGIENE, OCCUPATIONAL HEALTH, AND SAFETY

- 10-8.01** In this article, "Act" refers to the Act respecting Occupational Health and Safety (R.S.Q., c. S-2.1) and "regulations" refer to the inherent regulations.
- 10-8.02** The board and the union shall cooperate to maintain working conditions that respect the health, safety and physical well-being of teachers.
- 10-8.03** The obligations of teachers and the board are those prescribed by the Act and the regulations.
- 10-8.04** The means and individual or common protective equipment placed at the disposal of teachers, when this proves to be necessary by virtue of the Act and the regulations applicable to the board, to respond to their particular needs, must in no way diminish the efforts required of the board, the union and the teachers to eliminate the sources of danger to their health, safety and physical well-being.
- 10-8.05** a) Whenever a teacher exercises the right of refusal prescribed by the Act, he or she must immediately advise the school administration.

- b) Once notified, the school administration shall inform the union delegate of the situation and of the solutions it intends to apply.
- c) For the purposes of the meeting, the union delegate may temporarily interrupt his or her work in accordance with the conditions prescribed in clause 3-6.01 of the provincial entente.

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

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

10-9.00 TRAVEL EXPENSES

10-9.01 All conditions of travel and reimbursement for expenses relating to travel for the following shall be made according to the board's Travel Policy:

- a) Itinerant teachers who must travel on the same day in the performance of duties from one board building to another.
- b) Any teacher required by a designated authority to travel because of board business.

10-9.02 Reimbursement for travel expenses shall normally be made within two weeks of receipt of the necessary forms and receipts.

11-2.00 ADULT EDUCATION RECALL LIST

Part 1 APPLICABLE PRINCIPLES

- 11-2.01** The recall list may not contain the name of a person who has full-time employment.
- 11-2.02** The names of teachers shall be entered on the recall lists in order of the number of hours taught in the specialty.
- 11-2.03** When the board decides to engage an hourly paid teacher or must engage a part-time or replacement teacher, it shall offer the position to the teacher in accordance with clause 11-2.04. A teacher must meet the requirements prescribed in clause 11-11.02.

Part II PROVISIONS DEALING WITH THE RECALL LIST SUBJECT TO THE PRINCIPLES OUTLINED IN PART 1

- 11-2.04** The existing recall lists, by specialty, for the 2022-2023 school year shall continue to exist by virtue of this article.
- 11-2.05** No later than July 15th of each year, the school board shall draw up the recall lists by specialty, respecting the following provisions:
- a) For each teacher already on the recall lists, by specialty, the school board shall add the numbers of hours taught as hourly paid teacher or under a part time contract or a replacement contract in the school board during the current school year.
 - b) The school board shall add to the recall lists, by specialty, the name of the teacher and the number of hours for each of them who has taught as an hourly paid teacher or on a part-time contract or replacement contract, in the school board during the current school year and whom the board decides to recall.
 - c) No later than July 30th, a copy of the updated list will be sent by email to each teacher on the recall list as well as the union. The list will be posted in each Centre.
 - d) The teacher whose name is on the recall list and who is granted a regular teaching contract, shall retain a priority of employment for hourly paid teachers or a part-time contract or replacement contract, if he or she is non-reengaged because of surplus if his or her name remains on the list of non-reengaged teachers as prescribed in subclause a) of clause 5-3.35.

- 11-2.06** A maximum of eight hundred (800) teaching hours per school year can be added to each teacher's name on the list as well as the newly added names.
- 11-2.07** The board shall offer the contract or the hourly paid hours to the teacher with the greatest number of hours on the recall list by specialty.
- 11-2.08** When the school board decides to engage a teacher on a full-time, part-time, replacement contract or hourly paid teacher, it shall use the recall list in respect of the following procedures:
- a) First the board should offer the post or the hours to the teacher with the greatest number of hours in the specialty and who is legally qualified to teach in the specialty.
 - b) Once paragraph a) has been applied the board will offer the post or the hours to the teacher with the greatest number of hours on the list within the relevant specialty.
- 11-2.09** By June 30th of each year, the board shall post in each Centre the provisional list of posts or hours to be filled by specialty. The board will structure the posts to create the most complete posts as possible as described in clause 11-14.04 c). The list of the provisional contracts or hours given to the teachers will be sent to all teachers on the recall list and to the union by July 15th.
- 11-2.10** No later than September 15th the board will send to the union and all teachers on the recall list, the list of official contracts or hours given to the teachers. Each time there is a modification to the list, the union and all the teachers on the recall list will receive a modified list no later than five (5) days following the modification.
- 11-2.11** In the case of two (2) or more teachers having the same number of hours in the specialty, the teacher with the most experience is deemed to have the greatest number of hours, and of those who have equal experience, the teacher who has the most schooling (as defined in clause 1-1.04 in the Provincial Entente) is deemed to have the greatest number of hours. In case of equal schooling, a lottery will determine the outcome.
- 11-2.12** If during the school year additional posts or needs are created, they should be offered to the teacher with the greatest number of hours whose workload has not attained the maximum on condition that the teaching schedule is compatible with the existing teaching schedule or can be modified to be compatible.
- 11-2.13** The list of specialties is:
- English language arts
 - Literacy
 - FSL
 - Math Secondary
 - Computer Sciences
 - Sciences (includes Physical Science. Biology, Chemistry, Physics)

(continued on next page)

- Social Studies (geography, history, economics)
- Social vocational integration SIS
- Pedagogical support
- Personal social development skills (physical education, arts music, locally developed courses)

11-2.14 A teacher's name may be removed from the Recall List for not having worked for two (2) years except in the case of:

- i. Maternity, paternity or parental leave covered by the ACT respecting labor standards (R.S.Q., c N-1.1);
- ii. a disability within the meaning of the agreement.
- iii. a full-time position with the local union or QPAT;
- iv. if the post offered is not in the same Centre where the teacher was teaching the previous year. In this case a maximum of two (2) consecutive refusals is permitted.

13-3.00 VOCATIONAL EDUCATION RECALL LIST

Part 1 APPLICABLE PRINCIPLES

- 13-3.01** The list may not contain the name of a person who has full-time employment.
- 13-3.02** The names of teachers shall be entered on the recall list in order of the number of hours taught in the specialty.
- 13-3.03** The board shall determine the category or subcategory corresponding to the specialty taught for each teacher whose name is on the list.
- 13-3.04** When the board decides to hire an hourly paid teacher or must hire a part-time or replacement teacher, it shall offer the position to the teacher in accordance with clause 13-3.05.

A teacher must meet the requirements prescribed in clause 13-12.02.

Part II PROVISIONS DEALING WITH THE RECALL LIST SUBJECT TO THE PRINCIPLES OUTLINED IN PART 1

- 13-3.05** The existing recall lists by for the 2022-2023 school year shall continue to exist by virtue of this article.
- 13-3.06** No later than July 15th of each year, the school board shall draw up the recall lists by teaching category, respecting the following provisions:
- a) For each teacher already on the recall lists, by teaching category, the school board shall add the numbers of hours taught as hourly paid teacher or under a part time contract or a replacement contract in the school board during the current school year.
 - b) The school board shall add to the recall lists, by teaching category, the name of the teacher who has taught, as hourly paid teacher or on a part-time contract or replacement contract, and whom the board decided to recall.
 - c) The name of a teacher may not appear on more than one recall lists.
 - d) Should the teacher be eligible to have his or her name entered on more than one recall lists, by teaching category, because of having an equally divided workload, the teacher shall decide on which list his or her name shall be entered.

- e) A copy of the updated list will be sent by email to all teachers on the recall list and to the union and posted in each center no later than July 16th.
- f) The teacher whose name is on the recall list and who is granted a regular teaching contract shall retain a priority of employment for a part-time contract or replacement contract or hourly paid teacher if he or she is non-reengaged because of surplus if his or her name remains on the list of non-reengaged teachers prescribed in subclause a) of clause 5-3.35.

13-3.07 A maximum of seven hundred twenty (720) teaching hours per school year can be added to each teacher's name on the recall list as well as newly added names.

13-3.08 When the school board decides to engage a teacher on a full-time, part-time, replacement or hourly paid, it shall respect the following procedure:

- a) First the board should offer the post to the teacher with the greatest number of hours in the specialty and who is legally qualified to teach in the specialty.
- b) Once paragraph a) has been applied the board will offer the post to the teacher with the greatest number of hours on the recall list within the relevant specialty.

13-3.09 By August 15th of each year, the board shall post in each Centre the provisional list of posts or hours to be filled. The board will structure the posts to create the most complete posts as possible as described in clause 13-15.07. The list will be sent to all the teachers on the recall list and the union at the latest by August 20th.

No later than September 15th the board will send to all teachers on the recall list and the union the list of official contracts or hours given to the teachers. The union will be advised of any modification on the list fifteen (15) days prior the beginning or the end of any course. Each time there is a modification to the list the union and the teachers on the recall list will receive a modified list no later than five (5) days following the modification.

13-3.10 For the purpose of applying this article, if two (2) or more teachers have the same seniority in the specialty the teacher with the most experience, in conformity of article 6-2.00, is deemed to have the most seniority and of those who have equal experience, the teacher who has the most schooling (as defined in clause 1-1.04 in the Provincial Entente) is deemed to have the most seniority. In case of equal schooling, a lottery will determine the outcome.

13-3.11 The list of specialties is:

- Health sector
- Auto Mechanics
- Drafting
- Secretarial / Accounting
- Welding
- Starting a business
- In school day care

13-3.12 A teacher's name may be removed from the Recall List for not having worked for two (2) years except in the case of:

- i. Maternity, paternity or parental leave covered by the ACT respecting labor standards (R.S.Q., c N-1.1);
- ii. a disability within the meaning of the agreement.
- iii. a full-time position with the local union or QPAT;
- iv. if the post offered is not in the same Centre where the teacher was teaching the previous year. In this case a maximum of two (2) consecutive refusals is permitted.

LETTER OF AGREEMENT PURSUANT TO APPENDIX XXXVIII

Support and Supervision of Student Teachers

The board and the union recognize that the time and effort of teachers devoted to the training of future teachers is important. Consequently, the board and the union agree with the following:

- a) the names of the teachers hosting student teachers shall be provided to the union.
- b) duties and responsibilities of the cooperating teacher are defined by the participating universities.
- c) the agreements reached with the participating universities shall be provided to the union.
- d) the board shall provide the union with the amounts allocated by each participating university for the purpose of providing support and supervision to student teachers within seven (7) days of notification to the board.
- e) co-operating teachers shall be informed of the training sessions organized by their respective university and the costs involved in participation if not covered by the university.
- f) co-operating teachers will be given the full amount allocated by the universities or the Ministère, minus any costs related to e) above.
- g) the compensation provided to cooperating teachers shall be for each teacher's use.
- h) in September and January of each school year, the board shall compile a list of potential cooperating teachers who demonstrate an interest, in writing, and who have their principal's approval.
- i) the board shall provide a copy of the lists in h) to the union.

LETTER OF AGREEMENT CONCERNING THE WORKLOAD OF KINDERGARTEN TEACHERS

The following letter shall apply for the duration of the local.

The board shall grant each kindergarten teacher a minimum of one (1) daily preparation of at least thirty (30) minutes within the student timetable unless the principal and the kindergarten teacher agree to a different arrangement.