

# **Agreement**

**concluded between**

**on the one hand,**



commission scolaire  
**EASTERN SHORES**  
school board

**and**

**on the other hand,**



2015-2020



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## **SECTION I: LOCAL NEGOTIATIONS**

The present agreement applies to all teachers according to the Quebec Education Act, within the ESSB territory and who are employed by the ESSB.

### **1-1.00 PARTIES TO THE AGREEMENT**

1-1.10 Board: The Eastern Shores School Board

1-1.45 Union: Eastern Shores Teachers Association

### **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 and who fall within the field of application of this agreement for the purpose 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 any document issued or authorized by the union or its provincial organization, on a bulletin board provided for that purpose.

3-1.02 A bulletin board, of reasonable size, shall be furnished by the board, to be located in each teacher's staff room for the exclusive use of the union. If a school has more than one staff room, the location of the bulletin board shall be determined by the school administration, in consultation with the school council.

3-1.03 The board recognizes the right of the union to ensure the distribution of the documents mentioned in clause 3-1.01 and their delivery to teachers at times other than when they are in the presence of students.

3-1.04 The school administration shall transmit, as soon as possible, to the union delegate or his or her substitute, any information, document, or other communication originating from the union, or its provincial organization.

### **3-2.00 USE OF BOARD PREMISES**

3-2.01 The board agrees to provide a meeting place for union purposes. Such use of school premises shall be governed by clauses 3-2.02, 3-2.03 and 3-2.04.

3-2.02 Should the teachers of a school wish to hold union or professional meetings in a room of their school, the following conditions shall apply:

- a) The school administration shall be informed of the need, within 24 hours of the event unless the meeting is deemed urgent.
- b) The meeting shall not be held during the teachers' scheduled responsibilities in the presence of students.
- c) A suitable meeting place is available.
- d) The school administration shall indicate which rooms are to be used for the meetings.
- e) There shall be no charge for the rooms.
- f) The rooms must be left in the same condition that they were found in.

3-2.03

Should the union wish to hold either a general meeting for all members of the union or a meeting called for a group of members of the union, the following conditions shall apply:

- a) The school administration shall be informed of the meeting at least forty-eight (48) hours prior to the meeting. For emergency situations the school administration must have sufficient time to make suitable arrangements.
- b) A suitable meeting place is available.
- c) The school administration shall indicate which rooms are to be used.
- d) There shall be no charge for the rooms.
- e) The rooms must be left in the same condition that they were found in.

3-2.04

The school administration must be informed prior to the meeting of any guest invited to these meetings.

3-2.05

Upon the request of the union, and provided that a suitable space is available, the board may supply, without charge, a room for the exclusive use of the union in the school where the President of the union teaches, or in a school in the area.

3-3.00

### **DOCUMENTATION TO BE PROVIDED TO THE UNION**

3-3.01

The board shall, at the same time as they are transmitted to the school to be posted on the school notice board, transmit to the union, copies of all regulations, resolutions, directives and communications concerning one or more groups of teachers and the educational organization of the schools.

3-3.02

- a) The board shall transmit to the union, prior to September 30<sup>th</sup> of each school year, the preliminary list of all teachers hired for each school.

- b) The supply teacher list shall be revised at least twice annually. The board shall transmit to the union by November 1st and March 1st of each year, the approved list.
- c) The board shall transmit to the union and the teacher, by November 1st of each year a copy of the teacher summary sheet of each teacher and will include the statement of both banks of sick days (i.e. moneyable and non-moneyable).

In addition, the board shall, at the same time, provide to the union a breakdown of the workload (the timetable) of each teacher, in conformity with chapter 8.00 of the entente.

- d) The board shall transmit to the union by October 15<sup>th</sup> of each school year the seniority list for teachers as established in Article 5-2.00.
- e) The board shall transmit to the union by November 1<sup>st</sup>, the number of students identified in accordance with Appendix XXXI of the entente. For the purpose of applying this clause, the students referred to are those described in Appendix XXXI – II (A & B). This does not include students defined as at risk as defined by Appendix XXXI – I.
- f) The board shall transmit to the union prior to November 1<sup>st</sup>, the enrolment as established on September 30<sup>th</sup>.
- g) The board shall transmit to the union prior to April 30<sup>th</sup>, the projected enrolment for the following year.

3-3.03

The board shall supply the union with an electronic version (email attachment) of the following documents:

- a) Prior to each scheduled meeting of the Executive Committee or the Council of Commissioners, the agenda of the said meeting.
- b) A copy of the unapproved minutes of the Executive Committee and the Council of Commissioners Meetings, free of charge, and at the same time as they are circulated to school board members. This documentation shall not be used for public distribution.
- c) A copy of the approved minutes of the Executive Committee and the Council of Commissioners meetings at the same time as they are made public.

3-3.04

The union shall be advised, as soon as possible, of changes in information provided by the board to the union.

3-3.05

The board shall forward to the union a copy of each letter granting leave of absence to each teacher.

3-3.06 The union shall transmit to the board the names of its union delegates and executive within fifteen (15) days following their appointment, and shall advise the board of every subsequent change.

3-3.07 In the case of a teacher who is transferred from another school board for reasons of surplus, the board shall supply the union with information from the other school board, which established the seniority, experience and qualifications of the teacher.

3-3.08 In accordance with article 5-3.00, the board shall supply the union with the following information, as per the time constraints indicated by forwarding copies of letters sent to teachers concerned, or by compiling lists or notices:

**By April 1<sup>st</sup>**

- a) The names of teachers receiving provisional transfer notices due to scheduled (or anticipated) school closings, as indicated by clause 5-3.09.

**By April 30<sup>th</sup>**

- b) The names of the teachers identified for each category or sub-category, through application of clause 5-3.11;
- c) The names of the teachers identified as excess at the school level, through application of clause 5-3.13;

**By June 1<sup>st</sup>**

- d) The names of the teachers who remain in excess, through application of clause 5-3.15;
- e) The names of the teachers who have been displaced, through the application of clause 5-3.15;
- f) The names of the teachers who remain identified, through the application of clause 5-3.16;
- g) The names of the teachers who have been displaced, through application of clause 5-3.16;
- h) Copies of all notices to teachers as referred to in clauses 5-3.18 and 5-3.23.

3-3.09 The provisions of this article 3-3.00 shall not limit or prevent the union from requesting and receiving from the board, such educational or organizational information as may be required, if it is available and non-confidential.

3-4.00 **UNION SYSTEM**



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

3-5.00 **UNION DELEGATE**

- 3-5.01 The board recognizes the position of union delegate.
- 3-5.02 For each school or group of schools, the union shall appoint a teacher from the school or group of schools to the position of union delegate. It may also appoint several teachers to that position. When there is more than one union delegate, the union shall designate one of them as the senior union delegate. Whenever the term "union delegate" is used in this agreement, it is understood that it also refers to the senior union delegate.
- For each school, the union may also designate a teacher from the school as a substitute for the union delegate. The substitute shall have all the rights and the responsibilities of the union delegate, in the latter's absence.
- 3-5.03 The union delegate shall represent the union in the school.
- 3-5.04 The union shall inform the board and the school administration, in writing, of the names of the union delegates and substitutes within fifteen (15) days of their appointment.
- 3-5.05 The union delegate or his or her substitute may, in his or her dealings with the board or the school administration, be accompanied by another representative designated by the union. If the latter representative is not a

teacher in the said school, the board or the school administration may request prior notification of not more than twenty-four (24) hours.

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

3-7.00 **DEDUCTION OF UNION DUES**

3-7.01 a) Before July 1<sup>st</sup> of each year, the union shall notify the board in writing of the amount(s) set as regular union dues by the union (for each category of members). Failing such notice, the board shall make deductions in accordance with the last notice received.

b) Notwithstanding the provisions established in (a), sixty (60) days before it becomes deductible, and only twice a year, the union shall notify the board in writing of the amount set aside as an increase of the regular union dues by the union.

c) Sixty (60) days before it becomes deductible, and only twice a year, the union shall notify the board in writing of the amount set as special union dues.

3-7.02 a) When the board has received the notice provided for in clause 3-7.01(a), it shall deduct in equal amounts from every payment of salary:

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

b) When the board has received the notice provided for in clause 3-7.01(b), it shall begin deductions in accordance with the time provided.

c) When the board has received the notice provided for in clause 3-7.01(c), it shall begin deductions in accordance with the time provided.

3-7.03 In the case of the teacher who enters the service of the board after the beginning of the academic year, or leaves the service of the board before the end of the academic year, the board shall deduct, on a pro rata basis (based on the number of teacher working days), the amount set as union dues by the union.

3-7.04 By October 15<sup>th</sup> at the latest, and subsequently on the 15<sup>th</sup> day of each month at the latest, the board shall forward to the union, and/or any organization designated by the union, a direct deposit representing the amounts deducted

during the previous month in accordance with clauses 3-7.01, 3-7.02, 3-7.03 together with a list of the persons assessed and the amount deducted from each.

- 3-7.05 The board, having received the notice indicated in clause 3-7.01(c), and having made the deduction on the special union dues in conformity with clause 3-7.02(c), shall forward to the union a direct deposit representing the amount deducted, together with a list of the persons assessed and the amount deducted from each, and this within ten (10) days of the deduction being made.

4-2.00 **METHODS AND SUBJECTS OF PARTICIPATION**

- 4-2.01 The goal of participation at any level is to ensure that the educational system functions to its greatest advantage for the students. For this reason, the opinions and collaboration of teachers, as those most directly involved in the education of students, are encouraged and solicited in the formation of educational policies. Such participation shall take place through the participatory committees described in this article.

- 4-2.02 All parity committees established in the agreement must be consulted on all subjects for which the provisions of this agreement stipulate that the board or the school administration is obliged to consult them. Such consultation is to take place prior to the board or the school administration adopting a board resolution or implementing a decision, on the matters subject to participation.

- 4-2.03 When a matter is referred to a participatory committee by the board or its representatives, this committee must meet prior to the next school board meeting, if at all possible, to consider the matter.

- 4-2.04 Each participatory committee must have a reasonable period of time in which to fulfill its obligations.

- 4-2.05 The board or the school administration shall take into consideration the recommendations delivered by the participatory committees provided for in this agreement, on those matters that have been referred to them in accordance with clause 4-2.02.

- 4-2.06 Each party to this agreement shall submit a list of participatory committee members to the other party before September 30<sup>th</sup>.

- 4-2.07 Each participatory committee provided for in this chapter will establish its own rules of internal procedure.

- 4-2.08 Participation shall be considered to have taken place when formal minutes are recorded and distributed as per the procedures established by each committee.

4-2.09 The committees are: the Educational Policies Committee (E.P.C.), the Professional Improvement Committee (P.I.C.), the Special Education Parity Committee (S.E.P.C.), and the Health and Safety Committee; hereafter called "the parity committees".

At the last meeting of the previous year, the parity committees shall determine and document the location and dates of meetings for the coming year.

4-2.10 Unless decided otherwise, all meetings of the parity committees shall normally be held during the school day

4-2.11 The parity committees will attempt to minimize costs related to their meetings by using communication technologies when possible. The board will pay the travel costs associated with parity committee meetings with the exception of the substitution of teachers, which shall be the responsibility of the union. Travel costs will be reimbursed based on the ESSB travel policy.

#### 4-3.00 **SCHOOL COUNCIL**

4-3.01 The teachers of a school shall contribute to the pedagogical and disciplinary administration of that school through the operation of a school council.

4-3.02 Decision-making shall be the exclusive responsibility of the school administration unless clause 4-3.07 applies.

4-3.03 The school council shall be composed of at least three teachers, where possible, for staff up to twelve (12) teachers and, thereafter, one teacher member for every four teachers. The union delegate and school administration of a school are school council members ex-officio; the remaining members are elected from the teaching staff by their colleagues.

4-3.04 At a staff meeting prior to September 15, the staff shall elect the members of the school council for the current school year.

4-3.05 If a school council member resigns, the council shall, within thirty (30) days, convene a meeting of the teachers to elect a replacement.

4-3.06 The school council shall be consulted on the manner of applying, in the school, decisions of a pedagogical or student disciplinary nature emanating from the board and those which the board may receive for implementation from the Ministry of Education, or its agents.

The school council must be consulted on:

1. The educational project and school success plan of the school, as referred to in 4-1.02(d), and the means of implementing them.
2. The school organization (groupings and class sizes).

3. The distribution of duties and responsibilities assigned to teachers in the school.
4. The supervision of students including the code of conduct and application thereof.
5. The general organization of school-wide student activities.
6. The integration of new teachers of the staff, particularly teachers new to the profession.
7. The intent, formulation and application of pertinent new laws or board policies.
8. The organization of professional days at the school level.
9. Homeroom duties.
10. The establishment of budgetary priorities in the school for teaching materials, textbooks, computers and software, as well as audio/visual aids.
11. The collection, sale or distribution of material benefiting outside, non-profit or service organizations.
12. Implementation of new teaching methods, as referred to in clause 8-1.02 of the entente.
13. Selection and use of textbooks and instructional materials as referred to in clause 4-1.02(c).
14. Changes in informal communication and report cards.
15. Student evaluation policy, as referred to in clause 4-1.02 (a).
16. Reporting, as referred to in clause 8-2.01(h)
17. Reports of students' lateness and absenteeism, as referred to in clause 4-1.02(b).
18. Emergency substitution list (as per clause 5-1.26)
19. The establishment of the school special education committee by September 15<sup>th</sup>.
20. Any question referred to it by a member of the teaching personnel or school administration.
21. The school's rotational cycle (i.e. number of days per cycle).

#### 4-3.07

When a matter is brought to the attention of the school council, the school administration must indicate to the school council whether or not he/she is granting it the decision-making power on this matter or merely asking the school council for advice.

- 4-3.08 Decisions originating from the school council, as per 4-3.07, will normally be endorsed by the school administration, unless such a decision is contrary to school board policy, government regulations, or any other relevant legal statute. If such a decision is not endorsed, the school administration shall indicate to the school council his/her reasons for the rejection of the decision, which shall be recorded in the minutes of the meeting.
- 4-3.09 On those matters for which the school administration is obliged to consult the school council, according to the provisions of article 4-3.06, due notice of the inclusion of such items on the agenda shall be given to the school council by the school administration.
- 4-3.10 The operation of the school council shall be as follows:
- a) At its first meeting, the school council shall elect a chairperson and a secretary from among its members.
  - b) The school council shall meet at least once per month between September 1<sup>st</sup> and June 30<sup>th</sup>. Such meetings shall be held outside the pupils' timetable.
  - c) All school council meetings shall be open to all regular teaching staff and other staff members involved with student services.
  - d) Matters decided by vote shall require a simple majority of the council members.
  - e) Whenever any matter is under consideration, the school council shall hear, during its meeting, at no cost to the board, any person whom the school administration or a member of the school council wishes to be heard on the matter under discussion. The members of the council and the school administration shall be informed twenty-four (24) hours before the meeting of:
    - i) the name of the visitor; and
    - ii) the reason for the visit.
  - f) The school council must inform all teachers in the school of its resolutions and report to them on its deliberations.
  - g) All members of the school council shall have the right to vote.

4-4.00 **EDUCATIONAL POLICIES COMMITTEE**

- 4-4.01 The members of the teaching personnel shall be consulted on the development of educational policies of the board and on the development of

general rules for implementing the said policies, by their contribution to the formation and operation of a participatory committee.

This participatory committee shall be called the Educational Policies Committee, hereafter referred to as the E.P.C.

All minutes, letters, or other communication from the E.P.C. shall have the sole heading "Educational Policies Committee".

4-4.02 There shall be a single committee for studying policies related to elementary, secondary, adult and vocational education.

4-4.03 Composition of the Committee shall be as follows:

- a) Membership on the E.P.C. shall be on a parity basis; but the committee must be composed of at least six (6) members.
- b) The board shall appoint three members from among its board members, from among its administrative staff, from among its professional personnel; the union shall appoint three members from among the teachers in the service of the board. If a member cannot be present at a particular meeting, a substitute may act in his/her place.

4-4.04 Operation of the Educational Policies Committee shall be as follows:

- a) The E.P.C. shall meet at least two (2) times during the period of September 1<sup>st</sup> to June 30<sup>th</sup> each year. By agreement the E.P.C. may meet more often.
- b) At the first meeting of each year, the E.P.C. shall appoint a chairperson and a secretary from among its own members. On even numbered years, the board will assume the role of chairperson and the union will assume the role of secretary whereas on odd numbered years the union will assume the role of chairperson and the board will assume the role of secretary.
- c) A quorum for a meeting of the E.P.C. shall consist of two (2) members or their substitutes appointed by the board, and two (2) members or their substitutes appointed by the union.
- d) Decisions shall be on the basis of majority of the members present, the chairperson having the right to one (1) vote on all questions.
- e) The E.P.C. may invite to a meeting, at no cost to the board, any person who may enlighten or inform the E.P.C. on the matter under discussion.
- f) Minutes of the meeting of the E.P.C. shall be prepared as soon as possible after the meeting and forwarded to the board and the union. Minutes shall be posted on the union and board websites; and archived in the office of the Director of Educational Services.

4-4.05

In keeping with article 4-2.05, recommendations of the E.P.C. shall have significant influence on the formation of policies as they are developed and implemented by the board. Therefore, the following matters are subject to consultation with the Educational Policies Committee:

1. New teaching methods and how to implement them.
2. The evaluation and examination of pupils in their studies, including report cards and reporting policy (frequency) as referred to in 4-1.01(b) and (c).
3. Introduction of new courses as referred to in 4-1.01(f) and (c).
4. Educational research and experimentation.
5. Criteria concerning the selection of instructional materials and textbooks as provided for in clause 8-1.03 as referred to in 4-1.01(g).
6. Timetabling, as referred to in 4-1.01(h), including the scheduling policy throughout the board insofar as it refers to the number of days per cycle at the school level.
7. Particular educational services in economically depressed areas, as referred to in clause 4-1.01(e).
8. Technological changes and the use of computers as referred to in clauses 4-1.03(a) and (b).
9. Any other pedagogical item.
10. Changes to report card as referred to in 4-1.01 (a).
11. The Teacher Mentoring Program

The union or the board has the right to place on the agenda of a meeting of the E.P.C. any of the matters listed in 1 to 11 and a) to g) above. Through the simple majority vote of its members, the E.P.C. shall study any other problem submitted to it.

4-4.06

- a) In keeping with the principles outlined in 4-2.02, 4-2.04 and 4-2.05, recommendations of the E.P.C. must be submitted as soon as possible to the board for its consideration and decision.
- b) Any recommendation of the E.P.C committee must be submitted to the board's policies committee as soon as possible
- c) Should the board reject a resolution of the E.P.C. the E.P.C. shall be informed, in writing, of the reasons, which prompt the board's position on the matter.

4-5.00

#### **PROFESSIONAL IMPROVEMENT COMMITTEE**



- 4-5.01 The union and the board shall form a parity committee to administer funds provided for Professional Improvement and to establish Professional Improvement priorities. This committee shall be known as the Professional Improvement Committee, hereafter referred to as the P.I.C.
- All minutes, letters or other communication from the P.I.C. shall have the sole heading "Professional Improvement Committee."
- 4-5.02 It shall be the P.I.C.'s responsibility to identify priority needs in professional improvement and to plan to meet these needs.
- 4-5.03 Three (3) representatives of the board and three (3) members of the union shall be appointed to the P.I.C. An alternate may replace a member who is unable to attend a particular meeting.
- 4-5.04 The funds allocated by the entente in clauses 7-1.01, 7-1.02 and Appendix XVII, shall be disbursed in accordance with the current P.I.C. Policy Kit.
- 4-5.05 The first meeting of the school year shall be held at the board office before December 1st and shall be called jointly by the union and the board.
- 4-5.06 If deemed necessary by the P.I.C., it will undertake a survey of teachers to ascertain which programs in professional improvement meet the needs of teachers.
- 4-5.07
- a) By October 15<sup>th</sup> of each school year, the ESSB Director of Finance will provide the P.I.C. with a financial statement of the P.I.C. funds disbursed prior to June 30<sup>th</sup> of the preceding school year.
  - b) At each meeting of the P.I.C., the ESSB Director of Finance, or his/her designated representative from the board, shall make available to the committee, a statement detailing a list of expenditures, as well as a trial balance of current funds available, based on disbursements of the P.I.C. since the previous meeting of the committee.
- 4-5.08 Operation of the Professional Improvement Committee shall conform to the following:
- a) The P.I.C. shall meet at least two (2) times a year, including the meeting in October. By agreement the Committee may meet more often.
  - b) At the first meeting of each year, the P.I.C. shall appoint a chairperson and a secretary from among its own members. On even numbered years, the union will assume the role of chairperson and the board will assume the role of secretary whereas on odd numbered years the board will assume the role of chairperson and the union will assume the role of secretary.

- c) A quorum for a meeting of the P.I.C. shall consist of two (2) members or their substitutes appointed by the board, and two (2) members or their substitutes appointed by the union.
- d) Decisions shall be on the basis of a majority of the members present, with the chairperson having the right to one (1) vote on all questions.
- e) The P.I.C. may invite to a meeting, at no cost to the board, any person who may enlighten or inform the committee on the matter under discussion.
- f) Minutes of the meeting of the P.I.C. shall be prepared as soon as possible after the meeting and forwarded to the board and the union. Minutes shall be posted on the union and board websites; and archived in the office of the Director of Educational Services.
- g) All meetings of the P.I.C. shall be held during the school day, unless otherwise determined by majority decision of the members.

4-6.00

#### **SPECIAL EDUCATION PARITY COMMITTEE**

4-6.01

The mandate of the SEPC is established in clause 8-9.02.

4-6.02

The SEPC shall be comprised of six (6) members: three (3) representing the board and three (3) representing the union.

4-6.03

- a) The SEPC shall meet at least two times during the school year. The SEPC may agree to meet more often.
- b) The first meeting shall be held in August, and shall be called jointly by the union and the board.
- c) All meetings of the SEPC shall be held during the school day unless otherwise determined by majority decision of the committee.
- d) Minutes of the meeting of the SEPC shall be prepared as soon as possible after the meeting and forwarded to the board and the union. Minutes shall be posted on the union and board websites; and archived in the office of the Director of Educational Services.

4-7.00

#### **HEALTH AND SAFETY COMMITTEE**

4-7.01

The mandate of the Health and Safety Committee is:

- 1. To recommend measures and procedures to prevent occupational injury/illness.
- 2. To discuss and find viable solutions to health and safety issues in ESSB.

3. To provide training and information to improve and maintain health and safety in the working environment, including the Employee and Family Assistance Program.
4. To be consulted on the formation of health and safety policies as they are developed and implemented by the board.

4-7.02 The committee will be comprised of the Director of Human Resources, the Superintendent of Services (i.e. person responsible for Transportation, Buildings & Equipment), one (1) member from ESTA, and one (1) member from each of the other unions and associations within the board.

4-7.03 The committee will meet at least two (2) times during the school year. The committee may meet more often if the need arises and there is an agreement and upon approval of the Director General.

4-7.04 Minutes of the committee's meetings shall be prepared as soon as possible after the meeting and forwarded to the board and the union. Minutes shall be posted on the union and board websites; and archived in the offices of the Superintendent of Services and the Director of Human Resources.

## 5-1.00 **ENGAGEMENT**

### **Section B Provisions dealing with the priority of employment lists for the purposes of awarding contracts**

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

5-1.14 As of July 1st of each year, the school board shall draw up a priority of employment list by category for the purpose of granting regular, part-time or replacement contracts.

5-1.15 The school board shall forward to the union a copy of the list mention in clause 5-1.14 no later than July 31st of each year.

5-1.16 The name of a teacher may not appear on more than one priority of employment list. Should a teacher be eligible to have his or her name entered on more than one priority of employment list, the teacher shall decide on which list his or her name shall be entered.

5-1.17 To be eligible for a priority of employment list, the teacher must meet one of the following conditions:

- a) was on the date on the coming to force of the agreement, on an existing priority of employment list under the former agreement ;

- b) has taught on a part-time basis or as a replacement teacher during at least two (2) of the three (3) preceding years and whom the school board decided to register on the list or to recall to work.

The minimum duration of the contract must be: forty (40) days when the length of the contract is predetermined or sixty (60) days when the length of the contract is not predetermined.

- c) Notwithstanding 5-1.17 b), the required time may be extended by an additional contract year, if the school board and the union agree. Such decision shall be made on an ad hoc basis and will be based on a teacher's performance evaluations contained in his or her personal file. At the conclusion of this extension, the school board shall make a final decision whether or not to include the teacher on the lists.

5-1.18 The teacher whose name is on the priority of employment list and who is granted a regular contract shall retain a priority of employment for a part-time or replacement contract if he or she is non-reengaged because of surplus as long as his or her name remains on the list of non-reengaged teachers prescribed in sub-clause a) of clause 5-3.35.

5-1.19 The teacher who has a part-time or replacement contract may, if he or she so agree, be assigned additional teaching periods in the same school if the timetable of the school so permits without entailing other changes until such time as he or she acquires a full time workload, but without changing his or her status of part-time or replacement teacher.

5-1.20 Priority of employment lists shall be projected to June 30 of the current school year based on the cumulative duration of the part-time or replacement contracts of the teachers registered on the lists concerned and the full-time contracts of teachers referred to in the second paragraph of sub-paragraph a) of clause 5-3.35, where applicable. The projected seniority may be corrected due to an event within the same school year subsequent to this projection. Such corrections shall have no retroactive effect on decision taken after the beginning of the school year based on the projected seniority.

5-1.21 A teacher's name may be removed from the priority of employment list for one of the following reasons :

- a) refusal of a full-time offer of employment except in the case of : i) a maternity, paternity or parental leave covered by the Act respecting labour standards ( R.S.Q., c. N-1.1 ) ; ii) a disability within the meaning of the agreement ; iii) a full-time position with the local union or QPAT ; iv) refusal of an offer of an offer of employment where the workplace is within 100 kilometers from his or her place of residence.
- b) not having worked for two (2) years.

5-1.22 Teachers on the lists who are offered a part-time or replacement contract may refuse any given contract and remain on the lists

## **Section C**

### **Engagement (subject to security of employment, priorities of employment and acquisition of tenure)**

5-1.23

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) complete a declaration of judicial record form in accordance with board policy. If the results of the declaration are deemed unsatisfactory by the Board, employment will be terminated immediately;
- e) produce any other information required, in writing, following the application for employment.

5-1.24

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 5-1.21, when it is possible to do so, shall constitute a reason for terminating the teacher's contract by the board.

5-1.25

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

5-1.26

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

- i) an application form for membership in the union;
- ii) an application form for participation in the insurance plan or for exemption, if need be.

5-1.27

When completed, or no later than thirty-five (35) workdays from the first workday, the board shall provide a copy of the teacher's contract of engagement or hiring letter to the teacher concerned and to the union. In the case of a contract obtained under the second paragraph of clause 5-1.08, the time limit shall be the 61st workday.

## **Section E**

### **Substitution**

5-1.28

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 order:

1. An occasional substitute registered on a list maintained by the board for this purpose.

2. The teachers of the school who have not reached the maximum of their workload and who wish to do so on a voluntary basis, with compensation.
3. If none of the foregoing is available, the other teachers of the school according to the following emergency system; to deal with such emergency situations, the school administration, after consulting the teachers of its school, shall draw up an emergency system among the teachers of the school in order to permit the smooth operation of the school. It shall assure each teacher in its school that he/she will be treated equitably by the distribution of substitution within the emergency system. Except in the case where a teacher is assigned partially to substitution, the teacher shall be freed from obligation to undertake such substitution within the emergency system as of the third consecutive day of a teacher's absence.

In the case of an emergency substitution, a teacher will not be required to complete an absence form for any time considered as "double employment" (that is, assigned presence or work of a personal nature that occurred at the same time as the emergency teaching time).

5-3.00

## **SECURITY OF EMPLOYMENT SYSTEM**

5-3.36 i)

The board shall engage, according to seniority, a teacher registered in the subcategory or, failing that, in the category referred to on the priority of employment list prescribed in Section B of article 5-1.00 who has accumulated two years of seniority or more on the preceding June 30 and who, where applicable, meets the additional requirements that the board may set.

The board shall not consider a teacher referred to in the preceding paragraph who notified the board prior to June 1 of a given school year that he or she would not be available to hold such a position during the following school year.

In the event that a position still remains vacant and that there are no more teachers in a given category on the priority of employment lists, the school board will offer the vacant position to another teacher on the lists provided that the teacher proves that he/she meets the necessary requirements for the position.

5-6.00

## **PERSONAL FILE AND ISSUES PERTAINING TO DISCIPLINARY MEASURES AND SANCTIONS EXCLUDING DISMISSAL AND NONREENGAGEMENT**

**Section A**

### **Disciplinary Measures and Sanctions**

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

**Section B      Personal File**

- 5-6.09 Only a disciplinary letter countersigned under clause 5-6.07 may be placed in the teacher's personal file.
- 5-6.10 Within fifteen (15) workdays of receiving a letter of warning, reprimand or suspension, the teacher may make written comments he or she feels are relevant to the disciplinary measure and have the comments entered in his or her personal file.

- 5-6.11 Every letter of warning placed in the teacher's personal file shall become null and void one hundred (100) workdays after the date on which it is issued unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.
- 5-6.12 Every letter of reprimand placed in the teacher's personal file shall become null and void two hundred (200) workdays after the date on which it is issued unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.
- 5-6.13 Every letter of suspension placed in the teacher's personal file shall be withdrawn from the said file three hundred (300) workdays after the beginning of the suspension unless it is followed by a disciplinary measure on the same subject or a similar subject within that period.
- 5-6.14 In the case of a subsequent disciplinary measure within the time period prescribed in clause 5-6.11, 5-6.12 or 5-6.13, the expiry date of the first measure shall automatically be carried forward to the expiry date of the second measure.
- 5-6.15 For the purposes of the periods prescribed in clauses 5-6.11 to 5-6.13, the teacher must have been in the employ of the school board for at least half of those days.
- However, the balance of days necessary to complete the period prescribed may be workdays or leave. A parental leave or a leave caused by circumstances beyond the teacher's control shall be counted as workdays.
- 5-6.16 Any disciplinary letter that has become null and void shall be returned to the teacher. The comments entered under clause 5-6.10 shall also become null and void and shall be returned to the teacher at the same time as the disciplinary letter to which the comments refer.
- 5-6.17 Upon prior notification of at least forty-eight (48) hours and at any time during the board's regular office hours, the teacher accompanied or not by a union representative, may consult his or her personal file on the condition that he or she provide proof of his or her identity, if necessary.
- Subject to the same conditions, a union representative, with the teacher's written permission, may consult the teacher's personal file.
- 5-6.18 The only evidence that may be used against a teacher during arbitration shall be that found in the teacher's personal file in accordance with this article.
- 5-6.19 Pursuant to article 9-2.00, the union may contest both the grounds and the procedure for a disciplinary measure defined in clause 5-6.01.

## **Section C**

### **Transitional Measures**

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



5-7.00 **DISMISSAL**

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

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

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

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

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

5-7.05 A teacher's contract of engagement may only be terminated between the 15<sup>th</sup> and the 35<sup>th</sup> 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.

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 the engagement or not, shall be made. The union and the teacher concerned may intervene and be present during the vote at the public meeting. The union and the board shall determine the terms and conditions of the intervention.

5-7.07 Within three (3) workdays of the board's decision, the board shall send a notice to the teacher and the union by registered or certified mail, by fax, or delivered by hand or bailiff of its decision to terminate or not the teacher's contract of engagement and, as the case may be, of the date on which the teacher resumed or is to resume his or her duties.

5-7.08 If the board does not terminate the contract of engagement within the time limit prescribed, the teacher shall regain all his or her rights, including total salary, as though he or she had never been relieved of his or her duties.

- 5-7.09 In the case where criminal proceedings are initiated against the teacher and the board considers that the nature of the accusation causes it serious prejudice as an employer, it may relieve the teacher of his or her duties without total salary until the conclusion of his or her trial. The time limit prescribed in clause 5-7.05 shall begin as of the date on which the teacher informs the board that he or she has received a judgment; such notification must be given within twenty (20) days of the date on which the judgment was issued.
- 5-7.10 The board agrees not to invoke the absence of legal qualifications to terminate the contract of a teacher engaged as such.
- 5-7.11 Should the union wish to submit a grievance, it must do so in accordance with article 9-2.00.
- 5-7.12 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the dismissal was followed and whether the reasons given by the board in support of such a dismissal constitute one of the reasons for termination specified in clause 5-7.01.
- The arbitrator may modify or annul the board's decision if the procedure prescribed was not followed or if the reasons for dismissal are not justified or do not constitute sufficient cause for dismissal. The arbitrator may order that the teacher in question be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.
- 5-8.00 **NONREENGAGEMENT**
- 5-8.01 This article applies to regular teachers only.
- 5-8.02 The board may decide to nonreengage a teacher for one of the following reasons only: incapacity, negligence in the performance of his or her duties, insubordination, misconduct, immoral behaviour and surplus of personnel within the framework of article 5-3.00.
- 5-8.03 The union must be informed no later than May 15<sup>th</sup> of each year, by means of a list to this effect, sent by registered or certified mail, by fax, or delivered by hand or bailiff, of the board's intention not to renew the engagement of one or more teachers. The board must also forward such a notice to the teacher concerned. However, this clause does not apply to nonreengagement because of a surplus of personnel within the framework of article 5-3.00.
- 5-8.04 As soon as the union receives the list, it may investigate and make the representations it deems necessary.
- 5-8.05 At least twenty-four (24) hours before the meeting is held, the union shall be notified of the date, time and place where the decision regarding nonreengagement shall be made.

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

5-8.06 The board must, before June 1st of the current school year, send a written notice by registered or certified mail, or delivered by hand or by bailiff, and by scanned email, 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 only.

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

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

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

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

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

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

### **Section A                      Resignation**

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

In the case of a resignation submitted between June 15<sup>th</sup> 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 workdays from the beginning of the absence, the absence and failure to give valid reasons constitute a breach of contract, retroactive to the date of the beginning of the absence. There is no breach of contract if the teacher does not give valid reasons within the time limit prescribed due to physical or mental incapacity or due to circumstances beyond his or her control, proof of which shall be the responsibility of the teacher.

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

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

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

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

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

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

5-11.00

### **REGULATIONS REGARDING ABSENCES**

- 5-11.01 In all cases of absence the teacher concerned must notify the school administration of his/her departure and his/her return according to the established policy of the school, except in cases where this is an impossibility.
- 5-11.02 On his/her return to duty, the teacher shall complete a form, indicating the reason for the absence, and submit it to the school administration of the school.
- 5-11.03 A teacher requested to produce a medical certificate, in order to substantiate an absence, shall be granted a half-day leave of absence without loss of salary if it is necessary for him/her to attend an appointment with his/her doctor in order to obtain the medical certificate.
- 5-11.04 A teacher shall not be required to report to and be present in his/her school on scheduled days when classes are cancelled and the school is closed. When scheduled classes are cancelled during a school day and the school is closed, teachers are required to remain in school until students have left the premises.

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.

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

- 5-15.01 A teacher must request a leave of absence without pay prior to April 1<sup>st</sup> for the next school year.
- 5-15.02 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.
- 5-15.03 Every regular teacher with the board may benefit from the provisions of this article. However, a teacher whose Permit, which is due to expire at the end of the current school year, shall not benefit from these provisions until the said Permit has been renewed, or replaced by a permanent teaching license.
- 5-15.04 The board shall grant upon request a leave of absence without pay for a period normally not exceeding one contractual year for any of the following reasons:
- a) Following the death of the teacher's spouse, child or parent.
  - b) In the case of extended illness following the exhaustion of all sick leave benefits.
  - c) In the case of distressful family circumstances such as the serious illness of a spouse, child or parent.
  - d) In the case of domestic abuse.
  - e) In order to take up full-time study.
  - f) In keeping with 5-3.07 of the provincial agreement, in order to work in a field related to his/her teaching assignment.
  - g) In order to look after a child under age four at home.
  - h) For any other reason deemed valid by the board.
- 5-15.05 The board may not refuse a full-time leave without salary, either for the entire school year, or to complete the school year, provided that the leave begins on, or prior to, October 15<sup>th</sup>, if the granting of such leave permits the latter to assign a teacher referred to in clause 5-3.36(a), or to recall a teacher placed on availability.
- Moreover, the board may not refuse a part-time leave without salary, provided that this permits the board to use the services of a teacher on availability.
- The terms and conditions relating to the obtaining of such a leave shall be agreed upon beforehand by the board and the teacher.
- 5-15.06 The board may grant a regular teacher who so requests a part-time leave of absence without salary for a complete year or for a lesser duration. The board and the teacher shall agree beforehand on the terms and conditions concerning the obtaining of such leave.
- 5-15.07 Should a teacher who is on leave of absence without pay use such leave for purposes other than that stated in his/her application for such leave, the board may cancel the leave of absence or terminate the teacher's contract.
- 5-15.08 The teacher on leave of absence without pay shall be entitled to apply for a promotion.

5-15.09 All teachers granted leaves of absence without pay under the provisions of Article 5-15.00 shall be reintegrated upon their return to duty, subject to the provisions of Articles 5-3.00 and 5-21.00.

5-15.10 Leaves of absence without pay granted under Article 5-15.00 may be renewed upon request.

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

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

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

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

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

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

5-18.00 **CONTRIBUTIONS 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 collaborate in facilitating the actual realization for such an initiative.

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 days of their deduction.

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

5-21.00

## **ASSIGNMENT AND TRANSFER**

### **SECTION B**

#### **PROCEDURES OF ASSIGNMENT AND TRANSFER SUBJECT TO CRITERIA NEGOTIATED AND AGREED TO AT THE PROVINCIAL LEVEL**

5-21.10 All references in this section to category or subcategory refer to those categories and subcategories in accordance with the board's grouping plan.

All references in this section to assignment criteria refer to those described in clauses 5-21.05 and 5-21.06 or 13-12.02(b), which are applicable to the position in question.

#### **ASSIGNMENT**

5-21.11

- a) For the purpose of this section, assignment refers to the teaching portion of the teacher's duties and responsibilities, as set forth in Appendix II. A reassignment is a change in category or subcategory within the school.
- b) A voluntary reassignment is one requested by either the school administration or the teacher and on which there is mutual agreement. The reassignment shall be confirmed in writing by the school administration with a copy to both the Department of Human Resources and the union.
- c) A compulsory reassignment is one given by the school administration. The school administration shall give a written notice to the teacher stating the reasons for the reassignment. Normally this will occur two (2) weeks prior to the reassignment. A copy shall be sent to both the Department of Human Resources and the union.
- d) Each year, every teacher who wishes to express his/her assignment preference for the following year must inform the school administrator in writing prior to April 15<sup>th</sup>.



- e) Prior to June 15, the school administration shall provisionally inform teachers in writing of their assignment for the following school year. In the case of general subject teachers, this shall be by grade level and, where necessary, by subject and level. In the case of specialists and secondary teachers, this shall be by subject and level. A copy of these notices shall be sent to both the Department of Human Resources and the union.
- f) If, due to extenuating circumstances, changes in this assignment are necessary, the school administration shall inform the teacher, in writing, stating the reason. A copy of these notices shall be sent to both the Department of Human Resources and the union.
- g) Two or more teachers, with the approval of the Director of Human Resources and the school administrations, may temporarily exchange assignments for a period not to exceed one school year. These teachers shall be considered to be on loan, and remain attached to the applicable school and category prior to the temporary exchange. The board shall confirm in writing these temporary exchange to the teachers concerned with a copy to the union.

## **TRANSFER**

5-21.12

- a) A voluntary transfer is a mutually agreed transfer from a school as requested by either the teacher or the board. This is to be confirmed in writing by the board with a copy to the union.
- b) A teacher may make a written request to the board for a transfer at any time. The board may grant or refuse the said request; however, if the request is for the following school year, the procedures provided for in article 5-3.00 and clauses 5-21.17 and 5-21.18 must be respected.
- c) With a view to encouraging voluntary transfers, two or more teachers may exchange their assignments with the approval of the Director of Human Resources and the school administrations, but in no case shall this occur before June 1<sup>st</sup> for the following school year. The board shall confirm in writing these exchanges to the teachers concerned, as voluntary transfers, with a copy to the union.
- d) A compulsory transfer, while respecting clause 5-21.08 of the entente, is a transfer necessitated:
  - as a solution to a particular circumstance as determined by the board in consultation with the union. These circumstances could be:
    1. the promotion of a teacher to a position of increased responsibility;

2. a lack of qualified personnel in a particular school;
  3. a particular problem.
- by a drop in the number of students receiving instruction in the category or subcategory to the grouping plan to which the teacher is attached. No teacher shall be transferred for this reason after October 15<sup>th</sup>.

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

### **PROCEDURE**

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

- 5-21.14
- a) If, following the application of clause 5-3.13, there is a need for staff in any of the categories or subcategories of teachers in the school, the school administration shall attempt to fill such need from among the teachers in the school whether they are declared excess or not.
  - b) In filling such needs the school administration shall give priority to those teachers who are excess by virtue of clause 5-3.13. After taking into account the assignment criteria, the school administration shall fill these needs respecting seniority, taking into account the preference of the teachers.

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

- 5-21.15
- a) The board shall post in each of its schools a provisional list of the board-wide teaching staff needs by subject(s), level(s) and school(s) which remain to be met for the following school year according to the following schedule:
    - Full-time contracts must be posted no later than May 15.
    - Part-time and replacement contracts must be posted no later than June 15.

Before May 15, the school administration shall inform in writing the teachers who remain excess following the application of clause 5-21.14 and who are therefore subject to compulsory transfer. A copy shall be sent to the union.

- b) Before May 15<sup>th</sup> of each year, the board shall provide the union with a copy of the provisional list of board-wide teaching staff needs referred to in subclause a). Before this date, the board shall also provide the union with the list of teachers informed of their school excess status and who are therefore subject to compulsory transfer.
- 5-21.16
- a) The teachers who are subject to compulsory transfer shall have five workdays in which to notify the school administration in writing of their preference with respect to the needs posted in accordance with clause 5-21.15.
- b) Within the same time period, any other teacher in the school may offer to substitute for a teacher who is subject to compulsory transfer. This offer shall be made in writing to the school administration. The offer is subject to acceptance by the board.
- c) Within the same time period, any other teacher may request a voluntary transfer or reassignment to fill a need on the list. This shall be done in writing to the school administration.
- d) The board shall proceed to fill the needs posted in accordance with clause 5-21.15 respecting the seniority and preferences of the teachers and taking into account the assignment criteria. In the event that two teachers have equal seniority, preference shall be given to a teacher subject to compulsory transfer rather than one seeking a voluntary transfer.
- e) Any teacher who makes a request by virtue of subclause c) of clause 5-21.16 shall be entitled to an explanation from the Director of Human Resources or the school administration concerned if the request is not granted.
- 5-21.17
- Before June 1<sup>st</sup>, the board shall inform the teacher and the union of transfers (voluntary or compulsory) as a result of the application of this article, in writing, of the name of the school to which the teacher is transferred for the following school year.
- 5-21.18
- Teachers on availability as well as teachers who will be on availability or assigned to regular supply effective July 1<sup>st</sup> shall be informed, in writing, by the board of their provisional assignment and school. A copy shall be sent to the union.
- 5-21.19
- If a vacancy occurs between June 1<sup>st</sup> and the first day of classes of the following school year, the excess teacher who has been assigned elsewhere shall be given the choice of returning to his or her school of origin or remaining in the new school. The teacher must meet the assignment criteria. If two or more teachers meet the criteria, the teacher with the most seniority shall be approached first.
- Until one week prior to the teachers' first workday of the school year, the teacher given the choice shall have seventy-two (72) hours to respond;

thereafter, the teacher must respond within twenty-four (24) hours. Should a transfer result, the teacher shall be informed in writing. A copy shall be sent to the union.

5-21.20 With the exception of teachers transferred by virtue of clause 5-21.19, a teacher transferred during the current school year for that school year shall be given at least three days notice of said transfer. Further, such a teacher shall be given two (2) workdays without teaching activities for moving and acclimatization to the new school.

6-7.00 **MISCELLANEOUS PROVISIONS CONCERNING REMUNERATION**

6-7.04 All cases of absence at both the elementary and secondary levels shall be calculated according to formula as described in appendix XIV of the 2010-2015 Provincial Entente.

6-8.00 **REMUNERATION**

- 6-8.01
- a) All sums referred to in clause 6-7.01 of the entente shall be paid before noon on the day when payment is due, at the teacher's place of work.
  - b) The teacher shall receive his/her pay statement no later than the salary payment referred to in clause 6-8.01(a) is distributed..
  - c) Notwithstanding clause 6-8.01(a) and (b), the board shall not be responsible for delays of up to twenty-four (24) hours caused by major problems with communication technology.
  - d) In the case of strikes, which affect salary payment, the board and the union will meet to determine the method of payment.

- 6-8.02
- a) Each teacher shall receive his/her pay by direct deposit. Each teacher will receive a digital statement with the details of his or her pay.

At the request of a teacher, the board has the obligation to provide a computer with Internet access so that the digital pay statement can be consulted.

- b) The pay statement shall indicate accumulations on all deductions made on gross pay at source. In addition, the rate and reason for all deductions indicated by "miscellaneous" on the pay cheque stub shall be explained.
- 6-8.03
- a) Should a change in the regular deductions occur during the school year, and such a change affect a majority of the teachers employed by the

board, a notice explaining the change shall be posted in each school staff room.

- b) Any changes or additions to the deductions listed under "miscellaneous" which may occur subsequent to the notice provided for in clause 6-8.02(b) shall be explained by a note attached to the pay statement upon which the change has been made.
- c) Should the board discover or be informed of an error in the payment of the teacher's remuneration, this error shall be corrected, at the latest, with the second instalment of the teacher's remuneration which follows the discovery or notification of the error.

6-8.04 The financial compensation due to a teacher as a result of oversize classes shall be paid twice a school year (January and June).

6-8.05 All monies due to each teacher for unused cash value sick days shall be included with the last pay in June of each school year.

6-8.06 All sums, in addition to a teacher's regular pay shall be accompanied by an explanation.

6-8.07 All sums, in addition to a teacher's regular pay shall be accompanied by an explanation sent to both the teacher and the union. In the case of the teacher, the communication shall be sent to the teacher's board email address.

8-5.00 **DURATION OF WORKING TIME (CALENDAR YEAR)**

8-5.02 a) The union and the board shall meet prior to April 1st of each school year to commence negotiations on the placement of the work days for the following school year. The process should be finalized by May 15th.

b) When establishing the school calendar, the board and union agree to abide by the following minimum distribution of professional days:

2 days beginning of the school year

2 days QPAT Convention

1 day Post-Christmas preparation

1 day ESTA Annual general Meeting

2 days End of the school year

c) There shall be a maximum of twenty (20) professional days; normally fourteen (14) days to be fixed at the level of the board, and six (6) floating days to be used at the discretion of the individual schools, subject to the consultation of the school council and the approval of the school administration.

- d) Notwithstanding clause 8-5.02(a), the board and the union may agree to make modifications to the placement of days referred to in clause 8-5.02(b) and (c).

8-8.00

## **SPECIAL CONDITIONS**

8-8.04

### **GROUP MEETINGS AND MEETINGS WITH PARENTS**

8-8.04.1

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

- a) The teacher shall be required to attend these meetings within the twenty-seven (27) hours provided for in clause 8-6.02 as well as during the times provided for in the following paragraph (b); however, he/she shall not be obliged to attend group meetings on Saturdays, Sundays, or holidays.
- b) Outside the twenty-seven (27) hours provided for in clause 8-6.02, the teacher may not be required to attend during the work year more than:

- 1) Ten group meetings of teachers convened by the board or school administration. These meetings must be held immediately after the dismissal of all the pupils from the school but may exceed the framework of the teacher's work-week as provided for in clause 8-6.02. For the purposes of applying this subparagraph, every meeting of a particular group of teachers such as those of the same grade, cycle, level, subject and school shall be considered as a group meeting of teachers.

Teachers are to be given forty-eight (48) hours notice of group meetings. The school administration, when scheduling group meetings, may in the event of an emergency waive the need to provide forty-eight (48) hours notice.

- 2) Three (3) meetings with parents. Such meetings shall normally be held in the evening and shall not be scheduled after 8 p.m.

Notwithstanding the foregoing, the school administration may agree with the teachers that the latter will attend other meetings to meet parents without taking into account the framework of the teacher's work-week as provided for in clause 8-6.02. In such case, the teacher shall be compensated by a reduction of his/her twenty-seven (27) hours equal to the duration of such meeting. Such compensation shall be taken in time agreed between the school administration and the teacher.

8-8.04.2

Teachers requested to prepare board-wide regional exams may be entitled to a student-free day per exam preparation, where deemed valid by the

school administration. This/these student-free days are to be used exclusively for the preparation of said exam(s).

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

8-12.01 The distribution of responsibilities and duties of the teacher as described in clause 8-2.01 of the entente shall be arranged by the school administration in each school, after consultation with the school council.

8-12.02 The distribution of responsibilities and duties referred to in the above shall conform with the following provisions:

- a) Where possible, the timetable of every secondary teacher shall have at least one spare period per day (excluding lunch break).
- b) Where possible, the timetable of every elementary teacher shall have at least one 30 minute spare period per day (excluding lunch break).
- c) In the elementary sector teachers' lunch break, where possible, shall coincide with the lunch break of the students.

8-12.03 A teacher who is teaching at both the elementary and secondary levels shall have the total teaching time established on a pro rata basis, based on the following formula:

Step 1:

$$\frac{\text{ElementaryTeachingTime}}{\text{TotalTeachingTime}} \times \text{MaxElementaryWorkload} = \text{TotalElementaryWorkload}$$

Step 2:

$$\frac{\text{SecondaryTeachingTime}}{\text{TotalTeachingTime}} \times \text{MaxSecondaryWorkload} = \text{TotalSecondaryWorkload}$$

Step 3:

$$\text{TotalElementaryWorkload} + \text{TotalSecondaryWorkload} = \text{TotalSplitWorkload}$$

8-12.04 Supervision includes homeroom, hall, school yard, and all other duties assigned to the teacher, with the exclusion of the time devoted to the teacher's presentation of courses and lessons, and this in accordance with clause 8-7.02.

- a) At the beginning of the school year, the school administration of each school shall establish, after consultation with the school council, the supervision needs of the school. These needs shall indicate:
  - i) the areas to be supervised;
  - ii) the time(s) at which the areas are to be supervised.
- b) In accordance with a) above, the school administration shall inform the teachers of his/her school of the supervision needs, such that teachers may indicate a preference (both as to time and area).

The school administration shall take into account these preferences when establishing the supervision schedule, and this in accordance with clause 8-7.02.

- c) No teacher may be assigned more than 100 minutes of supervision per regular teaching day, unless he/she has indicated a preference to do so.

9-2.00 **GRIEVANCE AND ARBITRATION (FOR MATTERS NEGOCIATED AT THE LOCAL LEVEL)**

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

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

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

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

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

10-8.00 **HYGIENE, HEALTH AND SAFETY AT WORK**

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

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

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

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



- 10-8.05
- a) Whenever a teacher exercises the right of refusal prescribed by the Act, he or she must immediately advise the school administration.
  - b) Once notified, the school administration shall inform the union delegate of the situation and of the solutions it intends to apply.
  - c) For the purposes of the meeting, the union delegate may temporarily interrupt his or her work in accordance with the conditions prescribed in clause 3-6.01.

10-8.06 The right of a teacher mentioned in clause 10-7.05 is exercised subject to the pertinent sections of the Act and according to the methods prescribed therein, if need be.

10-8.07 The board may not dismiss or nonreengage a teacher, or impose any disciplinary or discriminatory measure on him or her, on the grounds that he or she exercised, in good faith, the right provided for in clause 10-7.05.

10-9.00 **TRAVEL EXPENSES**

10-9.01 The traveling expenses of the teacher who must travel from one building of the board to another building of the board or to another building not necessarily belonging to the board (i.e. hospital, swimming pool, home studies, work study) during the performance of his/her duties, shall be reimbursed according to the policy in force at the board.

10-9.02 A teacher shall not be obliged to attend exam correction centers, which oblige him/her to be away from his/her residence overnight. In the event that a teacher accepts such duties, his/her workload shall not be increased, and his/her living and travel expenses shall be reimbursed at the same rate paid to board administrators.

11-2.00 **ADULT EDUCATION RECALL LISTS**

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

11-2.05 On signing of the local agreement the school board, on the basis of the recall list in effect during the school year 2017-2018, shall formulate two recall lists by specialty.

11-2.06 The first recall list shall be made up of persons holding legal qualification to teach and who were on the recall list in effect during the school year 2017-2018.

- 11-2.07 The second recall list shall be made up of persons who do not hold legal qualification to teach and who were on the recall list in effect during the school year 2017-2018.
- 11-2.08 When the school board decides to engage a teacher on a full-time, part-time, replacement or hourly basis, it shall use the following procedure:  
  
First it will use the list of persons who hold legal qualification to teach. Once this list has been exhausted it will use the list of persons who do not have legal qualification. In both cases it will offer positions in relevant specialities to persons with the highest seniority.
- 11-2.09 Each year for each name on the list, or in the case of newly added names, the Board shall enter the numbers of hours taught, to a maximum of 800 hours per school year.
- 11-2.10 As of 2017-2018 school year only teachers with legal qualification will be added to the recall list.
- 11-2.11 As of 2017-2018 school year on July 15th of each school year, the board shall add to these lists, by specialty, the names of teachers who taught for a minimum of 200 hours in adult education sector during the year as hourly rate, replacement or part-time teachers.
- 11-2.12 The school board shall forward to the union a copy of the recall list no later than August 1st of each year. The school board shall also provide to the teachers on the recall list a copy of the updated list.
- 11-2.13 The specialities are:
- |                 |  |
|-----------------|--|
| Secondary 1 – 5 | Language arts<br>Literacy /Study Skills / Pre-secondary<br>FSL Secondary 1-5<br>Math Secondary 1-5 / Computer Applications /<br>Sciences (includes Physical Science. Biology,<br>Chemistry, Physics )<br>SIS<br>Social Studies (includes Personal Social<br>Development Skills)<br>Social vocational integration |
|-----------------|--|
- 11-2.13 A teacher's name may be removed from the recall list for one of the following reasons:
- a) Refusal of an offer of employment except in the case of:
- I) a maternity, paternity or parental leave covered by the ACT respecting labour standards ( R.S.Q., c N-1.1);
  - II) a disability within the meaning of the agreement;
  - III) a full time position with the local union or QPAT;

- IV) if the post offered is at more than one hundred (100) kilometres from his/her residence.

**13-3.00 VOCATIONAL EDUCATION RECALL LISTS**

- 13-3.05 The existing lists of the preceding collective agreement remain in effect until they are replaced in conformity with the provisions of the following section.
- 13-3.06 Each year for each teacher's names on the list, or in the case of newly added names, the Board shall enter the numbers of hours taught, to a maximum of 720 hours per school year.
- 13-3.07 As of 2017-2018 school year on July 15th of each school year, the board shall add to these lists, by specialty, the names of teachers who taught for a minimum of 200 hours in vocational training during the year as hourly paid, replacement or part-time teachers.
- 13-3.08 The school board shall forward to the union a copy of the recall list no later than August 1st of each year. The school board shall also provide to the teachers on the recall list a copy of the updated list.
- 13-3.10 A teacher's name may be removed from the recall list for one of the following reasons:
- a) Refusal of an offer of employment except in the case of:
    - I) a maternity, paternity or parental leave covered by the ACT respecting labour standards ( R.S.Q., c N-1.1);
    - II) a disability within the meaning of the agreement;
    - III) a full time position with the local union or QPAT;
    - IV) if the post offered is at more than one hundred (100) kilometres from his/her residence.

## SECTION II: Local Arrangements

*The provisions found in this section constitute the local arrangement that replace the corresponding provisions of the entente.*

1-1.00

### DEFINITIONS

1-1.09

A center is an educational establishment under the authority of an administrator and whose object is to provide instruction to students enrolled in adult and vocational education services; this establishment may be located on several premises or in several buildings. However, for the purpose of applying chapters 11-8.00 and 10-9.00, the center shall be considered a single physical building in which instruction occurs.

1-1.19

A **school** is an educational establishment under the authority of a principal or teacher-principal and whose object is to provide instruction to pupils other than those enrolled in adult education services; this establishment may be located on several premises or in several buildings. However, for the purpose of applying chapters 8-7.00 and 10-9.00, the school shall be considered a single physical building in which instruction occurs.

5-3.00

### SECURITY OF EMPLOYMENT

5-3.09

- a) The provisions of this clause apply only to the teachers of a school or, where applicable, part of a school which closes and solely if the instruction dispensed to the students affected by the closure will be provided at another school of the board for the following school year.
- b) The teachers affected by a closure may be transferred provisionally to the school or schools where such instruction will be provided for the following school year. In its decision concerning a provisional transfer, the board shall take into account, among other factors, the number and type of students registered in each school and the preferences expressed by the teachers.
- c) No later than March 1st two (2) years prior to the partial or total closure of a school, the board shall notify the teachers affected by a provisional transfer.
- d) Once notified, the teachers concerned are deemed to belong to the staff of the school to which they are transferred for the purposes of applying Section B of this article.

The board may assign teachers in question to either the closing school or the new school assignment.

5-5.00                    **PROMOTIONS**

5-5.01                    Promotion shall be the responsibility of the board.

5-5.05                    The following categories of personnel include positions that are considered promotions and are subject to the stipulations of article 5-5.00:

Senior management and professional, including but not limited to Principal, Coordinator, Director, Consultant.

5-5.06                    On or before June 1<sup>st</sup> of each school year, the position of Staff Assistant or Head teacher shall be posted (advertised) for the next school year.

5-5.07                    In all cases where the board intends to fill a position of a pedagogical nature, it shall proceed as follows:

The board shall post in its schools and on its website, for at least ten (10) calendar days, a notice containing:

- a)        A concise description of the particular characteristics of the position, as established in clause 5-5.01, and any benefits connected with it.
- b)        A listing of the criteria of eligibility as established in clause 5-5.01, and the requirements of the position.
- c)        Upon completion of the recruitment process, in keeping with the process of the applicable collective/association agreement, and all recruitment process results being equal, internal candidates will be given preference over external candidates.

5-5.08                    The board will publish all job postings, as referred to in clause 5-5.05, in its buildings, on its website and other social media. A copy of these notices will be provided to the union.

- 5-5.9                    a) The board may release a teacher on a full-time or part-time basis to perform one of the duties as outlined in clause 5-5.05.
- b) A teacher's temporary promotion to a professional, senior staff, principal, vice-principal, non-teaching professional or any other position other than that of a teacher may not exceed a 24-month period.
- c) Upon the teacher's return to regular teaching duties, he/she shall be reintegrated into his/her former school, subject to the application of clause 5-3.00.
- d) The teacher who performs such duties on a full-time basis shall retain the same category, or sub-category (where applicable) as his/her last year of teaching.
- e) The board and the union shall enter into a letter of agreement for the duration of the entente to determine the status of the released teacher, referred to in clause 5-5.10(a), in relation to his/her membership in the union while performing the duties listed in clause 5-5.05.

5-14.00

## **SPECIAL LEAVES**

5-14.02

Upon request to the School administration, a teacher shall be granted special leave on the following occasions to the extent indicated below. Unless otherwise indicated, these provisions apply to the teacher. The Board may request supporting evidence from a teacher for any of the following leaves.

- a) In the event of the death of his/her spouse, child, parent, sister, brother, legal guardian, spouse's child, five (5) working days.
- b) In the event of the death of his/her spouse's parent, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparents, three working days.
- c) The celebration or ritual recognizing the birth of a child (e.g. baptism, birth, etc.), the day of the event.
- d) The marriage or civil union of a parent, sibling, or child, or spouse's child, the day of the event.
- e) The taking of the habit, ordination and taking of perpetual vows of his/her spouse, his/her child, spouse's child, or sibling, the day of the event.
- f) The marriage or civil union of the teacher, five (5) consecutive working days, including the day of the event.
- g) An annual maximum of five (5) working days for the serious medical needs (i.e. illness, follow-up treatment or specialist doctor appointment) or a serious accident (i.e. that requires immediate medical attention) of a spouse, child, parent, a spouse's child or spouse's parent. In the event that more days are required by the teacher, then 5-14.06 of the provincial agreement may apply.
- h) An annual maximum of three (3) working days for:
  - 1- a teacher professing the Jewish faith,
  - 2- a teacher who, for reasons of faith, observes Christmas Day and Good Friday on the dates established by the Julian calendar,
  - 3- a teacher professing observance of Hindu, Islamic or other holy days.
- i) One (1) day on the day of the event, unless otherwise indicated, for each of the following:
  - appointments to meet the requirements of obtaining Canadian Citizenship,
  - one (1) day to be used within a period of five days of moving one's domicile,
  - the graduation of self, spouse, child, parent, spouse's child, or sibling,
  - the confirmation or equivalent religious ceremony of child, spouse's child or sibling.

- j) An annual maximum of four (4) working days to cover any other event considered an Act of God (disaster, fire, flood, etc....) which obliges the teacher to absent himself/herself from work.
- k) A teacher's medical, dental, or optical appointments that cannot be conducted outside of working hours – a maximum of three (3) working days. A teacher will not be deducted a special leave day when the appointment and the school/centre are cancelled due to inclement weather.
- l) The school/centre administration shall grant an annual maximum of three (3) working days to account for the required traveling time, which shall be in addition to the aforementioned days with the exception of j).
- m) An annual maximum of three (3) working days for mental health reasons approved by the school/centre administration. A teacher's request will normally be granted by the administration who shall treat the request in a confidential manner.

8-4.00

#### **RULES CONCERNING THE FORMATION OF PUPIL GROUPS**

8-4.07

Written notice of such cases where maximum class size is exceeded shall be forwarded to the union no later than three (3) months from the date of occurrence as per clause 8-4.01.

8-7.00

#### **WORKLOAD**

8-7.03

- a) Unless there is an agreement to the contrary between the board and the union, the average teaching time to be devoted to the presentation of courses and lessons, as well as to the supervision of student activities within the students' timetable, shall not exceed:
  - i) 20 hours and 30 minutes per week or the equivalent for all full-time teachers at the elementary level;
  - ii) 17 hours and five minutes per week or the equivalent for all full-time teachers at the secondary level.
  - iii) A teacher who is teaching at both the elementary and secondary levels shall have the total teaching time established on a pro rata basis based according to the following formula:

Step 1:

$$\frac{\text{ElementaryTeachingTime}}{\text{TotalTeachingTime}} \times \text{MaxElementaryWorkload} = \text{TotalElementaryWorkload}$$

Step 2:

$$\frac{\text{SecondaryTeachingTime}}{\text{TotalTeachingTime}} \times \text{MaxSecondaryWorkload} = \text{TotalSecondaryWorkload}$$

Step 3:

$$TotalElementaryWorkload + TotalSecondaryWorkload = TotalSplitWorkload$$

AND their average teaching time will be calculated as follows:

Step 1:

$$\frac{ElementaryTeachingTime}{TotalTeachingTime} \times AverageElementaryWorkload = AverageElementaryWorkload$$

Step 2:

$$\frac{SecondaryTeachingTime}{TotalTeachingTime} \times AverageSecondaryWorkload = AverageSecondaryWorkload$$

Step 3:

$$AverageElementaryWorkload + AverageSecondaryWorkload = SplitWorkloadAverage$$

8-7.06 This clause does not apply to teacher-specialists in guidance, teachers assigned to regular substitution, or teachers on availability. An agreement is not required on an annual basis.

8-8.00 **SPECIAL CONDITIONS**

8-8.03 The teacher shall be entitled to a period of at least fifty (50) minutes for his or her meal. For teachers at the elementary and secondary levels, this period shall begin between the hours of 11:00 AM and 1:30 PM.

11-10.00 **SECURITY OF EMPLOYMENT**

11-10.05 i) the board shall engage, according to seniority, a teacher registered in the specialty concerned on the recall list prescribed in article 11-2.00 who has accumulated two (2) years' seniority or more on the preceding June 30th and who, where applicable, meets the pertinent requirements that the board may set under subclause j.

13-11.00 **SECURITY OF EMPLOYMENT**

13-11.03 i) the board shall engage, according to seniority, a teacher registered in the specialty concerned on the recall list prescribed in article 11-2.00 who has accumulated two (2) years' seniority or more on the preceding June 30th and who, where applicable, meets the pertinent requirements that the board may set under clause subclause j.



Appendix XXVI

**PROGRAM DESIGNED TO RECOGNIZE VALUE ADDED AND TO  
ASSIST IN THE ASSIGNMENT, RECRUITMENT, AND RETENTION OF  
TEACHERS**

The parties agree to allocate an annual fixed amount of \$13 000 per year for the retention of teachers for the duration of the 2015-2020 Collective Agreement providing that the annual funding in connection with Appendix XXVI does not decrease from any previous year. The remaining balance associated with this appendix shall be used entirely for recognition supplements in connection with extra-curricular

In witness thereof the parties have signed this 28<sup>th</sup> day of the month of June, 2018 in New Carlisle, Québec.

**ACCEPTED ON BEHALF OF THE  
EASTERN SHORES SCHOOL BOARD**



WADE GIFFORD, CHAIRPERSON

**ACCEPTED ON BEHALF OF THE  
EASTERN SHORES TEACHERS'  
ASSOCIATION**




JOSIANE MILLETTE, NEGOTIATING TEAM  
MEMBER



SUZANNE WARD, DIRECTOR OF  
FINANCIAL SERVICES



RAY VENABLES, NEGOTIATING TEAM  
MEMBER



HOWARD MILLER, DIRECTOR GENERAL



GILLIAN O'ROURKE-GARRETT, PRESIDENT

### SECTION III: LETTERS OF AGREEMENT

## Letter of Agreement: Adult Education / Vocation Education

The Eastern Shores School Board and the Eastern Shores Teachers Association do hereby agree to the following set of conditions:

- 1 THAT the board shall inform the union prior to the implementation of the categories of specialization to be used for the recall list.
- 2 THAT for hourly paid teachers in the Adult Education/Vocational Education sector, the board shall grant, on an annual basis, sick leave days in accordance with the following formula, based on the total number of hours worked per school year. Compensation shall be based on the number of hours assigned to the teacher on the day he/she was absent.

$$\frac{\text{ContractHours}}{800\text{hours}} \times 24\text{hours} = \# \text{SickHours}$$

**NOTE 1:** 800 hours is the equivalent to a full year in the adult education/vocational education sector.

**NOTE 2:** 24 hours is equivalent to six (6), four-hour days in the adult education/vocational education sector.

**NOTE 3:** 24 hours is the maximum sick time that can be accumulated within one school calendar year.

- 3 THAT in the event classes are cancelled, hourly paid adult education/vocational education teachers shall not be penalized by loss of pay. However, if the teaching time lost will jeopardize student success, teachers will be asked to make up the hours lost within the next 10 working days in a schedule revised by the administrator.
- 4
  - a) All Adult Education/Vocational Education teachers shall be obliged to attend a total of four (4) staff meetings per calendar year. These meetings shall occur in the teacher's normal place of work, and shall be at no cost to the board. Teachers will be compensated for their regularly scheduled hours during these days.
  - b) For meetings/conferences held outside the teacher's normal place of work, the board shall pay transportation, meals, and lodging expenses in accordance with board policy rate. Teachers will be compensated for conferences or meetings according to the following formula; the greater of:
    - 1) 4 hours
    - OR**
    - 2) Assigned hours for the day missed on the teacher's timetable.

- 5 The board shall make every effort to coordinate the Adult Education/Vocational Education calendar so that it matches as closely as possible to the regular (youth) school calendar. Prior to its becoming official, the Adult Education Calendar for the following school year shall be submitted to the union for consultation.
- 6 All regular full-time teachers from the youth sector who teach full-time or part-time in the Adult Education/Vocational Education sector shall be entitled to the following pedagogical days, notwithstanding the Adult Education/Vocational Education Calendar in force: two (2) pedagogical days for the QPAT Convention.
- 7 All regular full-time teachers from the youth sector who teach full-time or part-time in the Adult Education/Vocational Education sector shall be entitled to use any of their eight (8) unused social leave days, and apply them to holidays occurring in the regular (youth) calendar which do not coincide with the Adult Education/Vocational Education Calendar. Prior to its becoming official, the Adult Education/Vocational Education Calendar for the following school year shall be submitted to the Local Union for consultation.

In witness thereof the parties have signed this ..... day of the month of

....., 2011 in New Carlisle, Québec.

**ON BEHALF OF THE EASTERN SHORES  
SCHOOL BOARD**

**ON BEHALF OF THE EASTERN SHORES  
TEACHERS' ASSOCIATION**

.....

DIRECTOR GENERAL

.....

PRESIDENT

# Letter of Agreement: Compensatory Time

The Eastern Shores School Board and the Eastern Shores Teachers Association do hereby agree to the continued practice of compensatory time.

In return for the time worked by teachers that does not appear on their timetables nor is compensated monetarily (e.g. Value Added Program), compensatory days may be granted by the school administrators provided that a supply teacher will not be required. The teacher initiates the request for compensation to the administrator, who then may recommend the request to the Director General, who reserves the right to approve or to deny the request. The Director General must be informed of both the reason for the compensatory time and the dates of the compensatory days. A maximum of three (3) days per school year may be granted. The following days may be considered when granting compensatory days:

- Pedagogical days (when the teacher is not required).
- Examination period days (when a supply is not needed).
- Activity days (when a supply is not needed).

Teachers who fall into one of the following situations may request compensatory time from their administrator:

- Travel time that exceeds the maximum workday or the five-day workweek.
- Travel time with students to and from school board events that does not allow teachers to observe their breaks and time off, if applicable, according to their teaching timetables.
- Volunteer time on school board committees whose aim is to increase extra-curricular activities of a sporting, academic or cultural nature among ESSB students.
- Volunteer time spent in the presence of students which is not eligible for the Value Added Program (Appendix XXVI).
- Other school activities that are seen as a benefit to the school.

The following conditions must be adhered to:

- Teachers may not benefit from both Compensatory Time and the Value Added Program for the same activity in whole or in part.
- It is highly recommended that the school administrator consider teachers' requests for compensatory time, particularly when compensatory requests are requested during an examination period or on activity days.
- All requests to the administrator must be made before the event. Requests made after the event will, under normal circumstances, be denied.

In witness thereof the parties have signed this ..... day of the month of

....., 2014 in New Carlisle, Québec.

**ON BEHALF OF THE EASTERN SHORES  
SCHOOL BOARD**

**ON BEHALF OF THE EASTERN SHORES  
TEACHERS' ASSOCIATION**

.....  
DIRECTOR GENERAL

.....  
PRESIDENT

# **Letter of Agreement Between Eastern Shores School Board and Eastern Shores Teachers Association: Administrators With Teaching Duties**

In accordance with the Education Act, Eastern Shores School Board (ESSB) reserves the right to engage full-time principals and/or vice-principals who, in addition to administrative duties, can perform school board dossiers or teaching. Eastern Shores Teachers Association (ESTA) hereby agrees to the practice of full-time administrators whose workloads may include teaching duties. This agreement is designed to accord monies to ESTA to replace an equivalent amount of teacher dues, and this in proportion to the teaching workload done by full-time administrators of ESSB.

## **1. Association / Union Dues**

- A. Insofar as Administrators are full-time members of an administrator's association of their choice, those Administrators who have teaching duties cannot participate nor derive benefits as members of the teachers' union (ESTA). Therefore, administrators cannot pay union dues to the teachers' association.
- B. As a gesture of good will, ESSB shall pay ESTA the equivalent of the ESTA dues for the pro-rated portion of an administrator's teaching workload. (i. e. ESSB will pay ESTA 25% of a teacher's union dues in the case of an administrator who has a 25% teaching workload). This applies only to the local association (ESTA) and not the provincial association (QPAT).

## **2. Legal Considerations**

- A. Administrators with teaching duties are, for legal purposes, considered administrators and are not teachers; therefore, they must be represented by an administrator's association. Administrators shall be subject to the provisions of that administrator's provincial and/or local agreement.
- B. In the event that administrators who teach have concerns or problems about their working conditions while performing their teaching duties, their only recourse is to contact their employer, ESSB, directly.
- C. Insofar as Administrators do not pay dues to the ESTA, the teachers' union does not represent Administrators when performing teaching duties.

## **3. Other Considerations**

- A. No later than October 15 each year, the ESSB must submit timetables for the teaching portion of its administrators' workloads.
- B. The ESSB shall pay the ESTA all fees according to the formula in 1B, and this in two instalments each year: once before January 31<sup>st</sup> and again before June 30<sup>th</sup>.

## **4. Duration of Agreement**

- A. This Agreement shall have a term of one school year and shall be automatically renewed unless the ESSB or the ESTA withdraws its support, in which case the Agreement shall be rendered null and void.

In witness thereof the parties have signed this ..... day of the month of

....., 2014 in New Carlisle, Québec.

**ON BEHALF OF THE EASTERN SHORES  
SCHOOL BOARD**

**ON BEHALF OF THE EASTERN SHORES  
TEACHERS' ASSOCIATION**

.....  
DIRECTOR GENERAL

.....  
PRESIDENT