

LOCAL AGREEMENT

BETWEEN THE

CHATEAUGUAY VALLEY TEACHERS' ASSOCIATION

AND THE

NEW FRONTIERS SCHOOL BOARD

2010 - 2015

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1-1.00 DEFINITIONS

1-1.10 Board

The School Board: New Frontiers School Board

1-1.45 Union

The Union: Chateauguay Valley Teachers' Association

2-2.00 RECOGNITION OF LOCAL PARTIES

2-2.01

The School Board recognizes the Union as the only official representative of the teachers covered by its certificate of accreditation who fall within the field of application of this agreement for the purposes of implementing the provisions of this agreement.

3.1.00 COMMUNICATION, POSTING AND DISTRIBUTION OF UNION NOTICES

3-1.01

The School Board recognizes the right of the Union to post in the school any Union documents. Notice board space, clearly labelled "C.V.T.A.", shall be provided at the place where the School Board and the school administration post or would post their own notices to teachers. This includes notice board space in the teachers' work areas where such areas exist. Notice board space in subject department work areas in secondary schools shall be made available for posting Union notices. Under no circumstances will these notices be posted in classrooms.

The School Board and the Union recognize the need for free and effective exchange of information between the School Board, the Union, Union delegates, and administration. This shall be promoted by the following and any other measures mutually agreed upon:

- Union utilization of the School Board's mail service, e-mail system and fax-system;
- Provision by the School Board to furnish a bulletin board in each school and centre;
- Prompt transmission of Union communication to the Union delegate.

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

Only notices originating from the C.V.T.A. office, Executive, or Union delegate, and clearly labelled as such, may be posted on the C.V.T.A. notice board.

3-1.02

The duration for which the documents mentioned in Clause 3-1.01 remain posted during the school year, shall be the prerogative of the Union delegates only.

3-1.03

The School Board recognizes the right of the Union to ensure distribution of documents, and delivery of notices to each teacher, even at his or her place of work, but at times other than when he or she is teaching.

3-1.04

Upon receipt, the school administration shall see to the transmittance to the Union delegate or his or her substitute of any information, document or other communication originating from the Union.

In case of a message designated "urgent", the school administration shall ensure that the Union delegate receives the message immediately.

3-1.05

The Union can make use of the inter-school mail service provided by the School Board, where such service is available. This service shall be at no cost to the Union.

3-2.00 USE OF SCHOOL BOARD PREMISES FOR UNION PURPOSES

3-2.01

At the request of the Union delegate to the school administration, teachers may hold Union meetings outside the pupil day or during the teachers' lunch period, without charge, in a room of the school designated by the school administration. The teachers may have guest speakers at these assemblies. The Union delegate will be responsible for leaving the room so used in good order.

Unless the meeting is deemed urgent, the Union delegate shall advise the school administration of such meeting twenty-four (24) hours prior to the meeting.

3-2.02

The Union president shall inform the school secretary of his or her presence in the school, upon arrival at the school.

3-2.03

The School Board agrees to provide the Union, upon request and without charge, suitable accommodations in either one of its two high schools or in Howick Elementary School for the purpose of holding syndical meetings. In the case of a general meeting called for all members of the Union, the School Board shall be advised twenty-four (24) hours in advance of the holding of this meeting.

The Union must make provisions to leave the room so used in good order.

3-2.04

The School Board agrees to provide the Union, a secure (lockable) space in the form of a file cabinet, a drawer, cabinet or cupboard for the exclusive use of the Union delegate in each school and centre, if available.

3-3.00 DOCUMENTATION

3-3.01

The School Board shall, within eight (8) days of their issuance, transmit to the Union copies of all information concerning one or more groups of teachers, provided that this information is readily available

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and has not been declared confidential prior to the request by the Union. This includes updated information.

3-3.02

Furthermore, throughout the school year, documentation shall be supplied to the Union according to the following schedule. The timeline is updated on an annual basis, or as needed.

Documentation	Date
Staffing documentation	As available
Copy of directives pertaining to duties and responsibilities of teachers distributed to schools/centres by the School Board	As issued
Seniority list (Provisional)	April 1 st
Seniority list (Official)	September 30 th
Major school change of posts due to closing, opening, and/or re-zoning	As available
Lists of teachers granted leaves of absence (all types)	October 1 st and updates after 30 days
Lists of excess at School Board and school level	By April 30 th
List of vacancies	By April 30 th
List of voluntary transfers	By May 31 st
List of teachers to be on availability or non-re-engaged	By May 31 st
Teachers' workload – Youth (Appendix A)	October 15 th , updates as necessary
Teachers' workload – Adult	October 15 th , updates as necessary
Public material at Council and Executive meetings	Monthly
Student enrolment forecast (Provisional)	April 1 st
Students' enrolment figures by school	October 15 th
Class size documentation	October 15 th
MELS budgetary rules	Eight (8) workdays after receipt
School Board budget forecast	Eight (8) workdays after approval
Revised School Board budget	As available
Allocation of resources for special needs students as per Clause 8-9.02	No later than April 30 th
Student Teacher funds	As available
PIC funds	September 30 th
Employees' Benefits Documentation:	
Basic data from payroll system	Monthly
Bank of days statement	Upon request
List of Teachers on salary insurance	Monthly (15 th of the month)
List of Teachers on CSST, Maternity Leave	Monthly (15 th of the month)
Policy with regard to teacher travel expenses	As available
Salary changes	As available

3-3.03

The School Board and the Union agree to promote the exchange of information by the most efficient and expeditious means available. To this end, the parties agree to exchange data electronically via e-mail and, where codes are used, to provide the Union and the teachers with timely explanations of their significance.

3-4.00 UNION SYSTEM

3-4.01

Every teacher in the employ of the School 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 School 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 (**Appendix B**). 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 School Board with the application form. Within fifteen (15) days of receiving the application form for membership filled out by a new teacher, the School 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 School 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 an alternate for the Union delegate. The alternate shall have all the rights and the responsibility of the Union delegate, in the latter's absence.

3-5.03

The Union delegate shall represent the Union in the school.

3-5.04

The Union shall inform the School Board and the school administration, in writing, of the names of the Union delegates and alternates within fifteen (15) days of their appointment.

3-5.05

The Union delegate, or his or her alternate may, in his or her dealings with the School 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 School 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 OR THEIR EQUIVALENT

3-7.01

- a) Before August 1, the Union shall advise the School Board in writing of the amount set as the regular Union dues (including that part which the Union designates as the QPAT fee) according to the by-laws of the Union. Failing such notice the School Board shall make deductions in accordance with the last notice received.
- b) The Union shall advise the School Board in writing of the amount set as an increase of the regular Union dues according to the by-laws of the Union, sixty (60) days before it becomes deductible

3-7.02

- a) When the School Board has received the notice provided for Clause 3-7.01(a), it shall deduct in equal amounts from every payment of the teacher's salary from September to June:
 - i) The regular Union dues in the case of each teacher who is a member of the Union;
 - ii) The equivalent of the regular Union dues in the case of each teacher who is not a member of the Union.
- b) When the School Board has received the notice provided for in Clause 3-7.01(b), it shall deduct, in equal amounts, from the first payment of the teacher's salary following the period of delay provided for in Clause 3-7.01(b) up to the last payment of salary in June for that school year:
 - i) The increase of the regular Union dues in the case of each teacher who is a member of the Union;
 - ii) The equivalent of the increase of the regular Union dues in the case of each teacher who is not a member of the Union.

3-7.03

For the teacher who enters the service of the School Board after the beginning of the school year or who leaves the service of the School Board before the end of the school year, the School Board shall deduct Union dues which represent a pro-rata amount equivalent to the portion of the school year during which the teacher was employed.

3-7.04

Within fifteen (15) days of the payroll deduction of dues, the School Board shall forward to the Union or to the organization designated by the Union, a cheque representing the amounts deducted during the previous month in accordance with Clauses 3-7.02 and 3-7.03, accompanied by a list of the persons assessed and the amount deducted from each.

3-7.05

Notwithstanding Clause 3-7.04, if the Union so advises, the School Board shall remit directly to QPAT a cheque representing that part of the regular Union dues which the Union designates as the QPAT fee.

3-7.06

For the teacher who enters the service of the School Board, the School Board shall deduct from his or her first pay, the amount set by the CVTA as the Union initiation fee.

4-0.00 THE OBJECTS, MEANS AND PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE OBJECTS (AND THEIR MEANS) NEGOTIATED AND AGREED TO AT THE PROVINCIAL LEVEL

4-1.00 GENERAL PRINCIPLES OF PARTICIPATION

4-1.01

The goal of participation at any level is to ensure that the educational system will function as harmoniously as possible, and that the best possible educational service is provided to the pupil clientele of the School Board. To this end, the active participation of teachers in the decision-making process shall be ensured as provided in this Chapter. Nevertheless, the School Board reserves the power of decision within the bounds of its rights and authority.

4-1.02

For the purpose of this Chapter, the mechanism of participation by teachers shall be through consultation. The participation of teachers also means being actively involved in the development of proposals at the school level, in accordance with the Education Act.

4-1.03

The appropriate participatory committee must be consulted on all subjects related to its mandate requiring consultation as stipulated in the Collective Agreement or the Education Act before a final decision is made.

4-1.04

All matters and specifically those included in the Collective Agreement and the Education Act, which falls within the purview of the system of participation, must be referred by the school administration or the School Board to the participatory committee provided for in the Collective Agreement.

4-1.05

The chairperson of each participatory committee shall have the right to only one vote.

4-1.06

The participatory committees provided for shall be independent of each other.

4-1.07

If the school administration or the School Board decides to take a course of action other than that recommended by a particular participatory committee, the reasons for the decision will be explained at the next meeting of that committee and shall be recorded in the minutes. By formal resolution, the committee may request a written explanation.

4-2.00 SCHOOL COUNCIL

4-2.01

The Union shall recognize the principal or, in his or her absence, the vice-principal as the school administration.

4-2.02

The members of the teaching personnel of each school shall participate in the pedagogical and disciplinary administration of the school through the formation and operation of a School Council.

The only participatory committee in the school representing teachers is the School Council.

The School Council shall be the body through which the teachers collaborate in the development of proposals by the principal in accordance with Articles 85 and 86 of the Education Act and shall be the vehicle for teachers to present proposals to the principal in accordance with Article 96.15 of the Education Act, unless other procedures are developed at a general meeting of the teaching staff in accordance with Article 89 of the Education Act.

4-2.03

The School Council shall be elected in each school no later than September 30 of each school year and shall normally meet at least once a month from September to June inclusive.

4-2.04

The School Council shall be composed of members of the teaching personnel elected by their colleagues for the school year. The number of elected school members shall not be greater than nine (9) in secondary schools or seven (7) in elementary schools but in no case fewer than three (3). Should the Union delegate not serve as an elected member, he or she shall sit as a non-voting member of the School Council.

4-2.05

The school administration, as recognized in Clause 4-2.01, shall be a non-voting member of the School Council.

4-2.06

The School Council shall be consulted on the appointment of teachers to represent the teaching staff of the school on any other committee.

4-2.07

The School Council must participate in the manner of applying school decisions of a pedagogical and disciplinary nature emanating from the School Board and those which the School Board may receive for implementation from the Ministry of Education, Sports & Leisure (MELS), or its agents. It must also participate prior to any final decision being made by the school administration which would establish or modify the pedagogical or disciplinary organization of the school. In addition, the administration shall review any existing school policy should the School Council so request.

4-2.08

In particular, the School Council must participate in decisions involving:

- a) the determination of educational objectives of the school in relation to the community which it serves;
- b) the general organization of student activities;
- c) the integration of teaching members to the staff and particularly those who have not taught before;

- d) the criteria for distribution of student teachers and the measures which are used to ensure their integration into the staff of the school;
- e) the intent and application of school regulations;
- f) the introduction in the school of new teaching methods;
- g) the organization of professional days and the placement of days specifically designated for use by the school;
- h) parent/teacher relations;
- i) the distribution of the duties and responsibilities of the teachers in school;
- j) the establishment of budgetary priorities in the school;
- k) the emergency substitution plan;
- l) the choice of texts, teaching materials, and their method of application;
- m) the student evaluation policy; as well as changes in report cards;
- n) the timetable;
- o) reporting of students 'lates' and absences;
- p) the use of computers in accordance with Article 10-12.00 of the Collective Agreement;
- q) School Organizational Plan as stipulated in Clause 8-10.00.

4-2.09

The School Council shall act as the school level participation body of teachers in the application of Appendix XXVI of the collective agreement (program designed to recognize value added and to assist in the assignment recruitment and retention of teachers). This topic shall be addressed by the School Council on every agenda for each regular meeting throughout the school year.

4-2.10

At the first meeting of the School Council in September, the school administration shall provide the School Council with an explanation of its operations and capital accounts, any 'measures' as well as the actual amounts spent in each specific account during the previous school year and the nature of the purchases which can be made under each specific account, together with an explanation of the methods of purchasing through the use of the School Board's annual requisitioning system, purchase orders and cash authorizations.

Within fifteen (15) days after receiving the information, the school administration shall, upon request, inform the School Council of the global (school) and the specific (per capita allotment) budgetary amounts available for all accounts as well as the actual amount spent in each specific account the previous school year.

Within fifteen (15) days after receiving the information, the school administration shall, upon request, inform the School Council of the budgetary amount allocated to the school for educational equipment (including audio-visual equipment, gym equipment and classroom furniture), together with the actual amount spent in these particular accounts during the previous school year.

The school administration shall, upon request, inform the School Council of the balances remaining in these accounts at least twice during the remainder of the year.

No later than June 30, the school administration shall, upon request, also inform the School Council of the approximate amounts in the projected budgets for the following year.

4-2.11

The School Board and the Union agree that at times it may be necessary for the School Council to meet during the pupils' timetable. When the Chairperson and the school administration agree that this is necessary, the provisions of Clause 3-6.02(e) of the Entente shall apply. Under no circumstances will the provisions of this Clause result in the shortening of the pupil day.

Operation of the School Council

4-2.12

At its first meeting, the School Council shall elect a Chairperson and a Secretary from among its members.

4-2.13

The School Council shall adopt all rules of internal procedure.

4-2.14

In order to make a recommendation, a majority of the members of the School Council present shall be required.

4-2.15

On those matters on which the school administration is obliged to involve the School Council according to the provisions of Clause 4-2.08 due notice of the inclusion of such items on the agenda shall be given to the School Council by the school administration, such notice to be five (5) working days. This requirement shall be waived in emergencies or in situations of vital concern requiring prompt action in the interests of the school.

The due notice of five (5) working days stipulated in the first paragraph of this Clause shall also be observed by the members of the teaching personnel.

The Chairperson, in consultation with the principal, shall prepare the agenda for School Council meetings.

The agenda, including time and place of meeting, must be posted in the school forty-eight (48) hours prior to the meeting. This requirement shall be waived in emergencies or in situations of vital concern requiring prompt action in the interests of the school.

4-2.16

Whenever any matter is under consideration, the School Council shall hear, during its meetings, at no cost to the School Board, any person whom the school administration or a member of the School Council wishes to be heard as a resource person.

However, at least twenty-four (24) hours in advance, the Chairperson of the School Council must inform the school administration of the member's intention to have such a person heard. Similarly, at least twenty-four (24) hours in advance, the school administration must inform the Chairperson of the School Council of his or her intention to have such a person heard.

4-2.17

The Chairperson of the School Council, within seven (7) working days of each meeting, must inform all members of the teaching and administrative personnel in the school of the School Council's resolutions, and, upon request, report to them on its deliberations.

4-2.18

The school administration, involving the School Council on the matters listed in this agreement, shall, prior to making a final decision, provide reasonable time for effective deliberations and recommendations. In particular, he or she shall follow the critical path described in **Appendix C**.

4-3.00 PROFESSIONAL IMPROVEMENT COMMITTEE

4-3.01

By September 15, the School Board and the Union shall establish a parity committee and each party shall inform the other of its representatives.

4-3.02

The committee shall consist of a total of six (6) members, three (3) members selected by the School Board and three (3) members selected by the Union. At meetings of the committee, members may be replaced by alternates.

4-3.03

At its first meeting the committee shall appoint a Chairperson and a Secretary. The positions of Chairperson and Secretary shall alternate between the School Board and the Union annually. The Chairperson and the Secretary shall be voting members of the committee and each shall have only one (1) vote.

4-3.04

- 1) The Professional Improvement Committee shall meet at least four (4) times during a school year. The committee may agree to meet more often, if required. Customarily, the committee shall meet at 13:30 hours. If a meeting is postponed, the meeting shall be rescheduled to take place within a period of ten (10) working days. At the last meeting of the school year, the committee shall set the meeting dates for the following school year.
- 2) The School Board and the Union agree that the Chairperson and the Secretary meet on a monthly basis between the meetings of the PIC as a whole. The purpose of these monthly meetings is to review and provisionally approve applications for funds in view of reducing the workload of the committee as a whole, and to provide feedback to applicants on a timely basis. These applications are officially approved by the committee as a whole at their regular meetings.

4-3.05

A majority of the members of the committee present at a meeting must vote in favour of a motion in order to make a recommendation to the School Board.

4-3.06

The Committee shall decide in conformity with Clause 7-1.04 how the total amount of monies available for professional improvement as per Clauses 7-1.01 and 7-1.03 is to be divided among the following four (4) categories:

- a) part-time studies;
- b) School Board training;
- c) external workshops and conferences;
- d) training in relation to Special Needs.

In making its decision concerning the allocation of funds, the committee shall receive and study recommendations from the School Board and the Union.

4-3.07

Before initiating any School Board training involving the use of funds referred to in Clause 4-3.06(b), the School Board is obliged to submit its proposal to the Professional Improvement Committee for approval.

The School Board shall submit to the committee an accounting statement of expenses incurred for any School Board training for which it received funds from the committee.

4-3.08

The Chairperson and Secretary of the committee shall be jointly responsible for ensuring that each teacher receives a copy of the established criteria and each school and centre receive sufficient application forms. The School Board shall provide the necessary materials and clerical help required for this task.

4-3.09

The teacher shall complete the application form and shall transmit all copies to the School Board. One copy shall be forwarded to the teacher serving as Chairperson or Secretary of the Committee, one copy shall be returned to the applicant and one copy shall be sent to the school principal. The cost of the application forms shall be debited to the professional improvement funds.

4-3.10

The committee shall consider each application and any relevant document and make a recommendation to the School Board.

4-3.11

The administrative work of this committee shall be entrusted to the Secretary and the Chairperson of the committee.

4-3.12

In June of each year, the Committee will review the criteria and the methods by which PIC funds are allocated.

4-4.00 EDUCATIONAL POLICIES COMMITTEE

Mandate

4-4.01

The members of the teaching personnel shall participate in the development of the educational policies of the School 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. The participatory committee shall be called the Educational Policies Committee.

4-4.02

- 1) Proposed School Board policies, having implications for more than one school, and pertaining to educational programmes or student discipline and affecting teachers and pupils, must be submitted to the Educational Policies Committee for a reasonable length of time before being adopted, in particular, those concerned with:

- a) new teaching methods and their implication;
- b) evaluation and examination of pupils in their studies;
- c) introduction of new courses and programmes;
- d) selection of instructional materials and text books and their method of application;
- e) educational research and experimentation;
- f) reorganization or redefinition of pedagogical services;
- g) timetable;
- h) organization and scheduling of School Board-level professional days;
- i) the use of computers in accordance with Article 10-12.00 of the Collective Agreement.
- j) all items referred to in Article 244 of the Education Act except those items referred to in Articles 234 and 235.

The committee shall normally make a recommendation on every proposed educational policy prior to its consideration by the Council of Commissioners.

- 2) Recognizing that summative evaluation is an important part of the teacher's workload, the Union and the School Board shall negotiate the placement of four (4) pedagogical days to be designated for the preparation of reports via the EPC on a yearly basis. These negotiations must be finalized no later than March 1. These days shall be used by teachers for the preparation of the reports prescribed by the MELS in order to meet the October 15, November 20, March 15, and July 10 deadlines. The administration of the school may choose to convene teachers for a maximum of two (2) hours on the first report preparation day of the year and a maximum of one (1) hour, on the three (3) subsequent days. These meetings must take place at the beginning of the work day.

Operations

4-4.03

By September 15, the School Board and the Union shall establish a parity committee and each party shall inform the other of its representatives.

4-4.04

The committee shall consist of a total of six (6) members, three (3) members selected by the School Board and three (3) members selected by the Union. At meetings of the committee, members may be replaced by alternates.

4-4.05

The Educational Policies Committee may create any sub-committee it deems necessary, but it shall remain responsible to the main committee.

4-4.06

By the end of September, the Director of Educational Services of the School Board and/or the President of the Union shall call the first meeting of the Educational Policies Committee.

4-4.07

At its first meeting, the committee shall appoint a Chairperson and a Secretary. The positions of Chairperson and Secretary shall alternate between the School Board and the Union annually. The

Chairperson and the Secretary shall be voting members of the committee and each shall have only one (1) vote.

4-4.08

The Educational Policies Committee shall draw up its own rules of internal procedure at its first meeting.

4-4.09

Except for the September meeting, the agenda shall be prepared jointly by the Chairperson and the Secretary ten (10) days prior to the meeting and distributed no later than seven (7) days prior to the meeting. At the request of a member of the committee, other items may be added to the agenda.

4-4.10

Within a period of ten (10) working days, the Secretary of the Educational Policies Committee must forward the minutes of the meeting to the members and alternates of the Educational Policies Committee.

4-4.11

The School Board shall supply members of the Educational Policies Committee with copies of the minutes of the meetings of the Council of Commissioners and of the meetings of the Educational Services Standing Committee.

The Educational Policies Committee may invite to a meeting, at no cost to the School Board, any person to inform the Educational Policies Committee in a matter under deliberation.

4-4.12

Customarily, the Educational Policies Committee shall meet at 13:30 hours. Unless otherwise agreed to by the Director of Educational Services and the President of the Union, there shall be a minimum of six (6) meetings per school year including one (1) in June.

4-4.13

Two members of the Educational Policies Committee, on a parity basis, shall have the option of presenting and speaking to any recommendation of the Educational Policies Committee at the appropriate School Board committee meetings and the Council of Commissioners meetings.

4-5.00 LABOUR RELATIONS COMMITTEE

The School Board and the Union agree to form a Labour Relations Committee with the goal of resolving issues of concern arising out of the implementation of the Collective Agreement.

The agenda of the Labour Relations Committee shall be prepared by representatives of the Union with additions to be made at the meeting by the School Board representatives, if they so wish. A draft agenda shall be forwarded to the School Board representatives at least five (5) working days prior to the meeting, in order that the School Board representatives may prepare any necessary responses, documentation, etc.

The School Board and the Union agree that meetings of the Labour Relations shall occur at least once every four weeks with the first meeting taking place before September 30. Prior to adjourning each meeting the date of the next meeting shall be designated by the Committee members.

In particular the Labour Relations Committee shall receive information about the organization of the schools that is available for verification by April 15. Modified school organizational plans shall be made available for verification by May 31.

The Labour Relations Committee shall act as the School Board level participating body with respect to Appendix XXVI of the collective agreement (program designed to recognize value added and to assist in the assignment, recruitment and retention of teachers).

The Labour Relations Committee shall be responsible for ensuring the proper application of the process put in place regarding Appendix XX of the collective agreement (Use of the compensation for exceeding the maximum number of students per group) and Appendix XXI of the collective agreement (Compensation for exceeding the maximum number of students per group).

4-6.00 ELECTION OF TEACHER REPRESENTATIVES TO THE GOVERNING BOARD

During the month of September, the Union delegate or another person designated by the Union shall convene a meeting of all teachers of the school to elect the teacher representatives to the Governing Board.

4-7.00 SCHOOL-LEVEL SPECIAL NEEDS COMMITTEE

The committee shall consist of a school administrator and a minimum of three (3) teachers elected by the members of School Council, no later than June 30. Each member shall have one vote.

At its first meeting, the committee shall elect a chairperson and a secretary from among its members and draw up its own rules of internal procedure.

At the last meeting of the school year, the committee shall set the date of the first meeting for the following school year. The committee shall hold its first meeting within the first ten (10) working days of the school year. At the request of one member, the committee shall hold a meeting within ten (10) working days.

4-8.00 CENTRAL SPECIAL NEEDS COMMITTEE

4-8.01

The committee shall consist of a total of six (6) members, three (3) members selected by the School Board and three (3) members selected by the Union.

At its first meeting, the committee shall appoint a Chairperson and a Secretary. The positions of Chairperson and Secretary shall alternate between the School Board and the Union annually. The Chairperson and the Secretary shall be voting members of the committee and each shall have only one (1) vote.

4-8.02

The Central Special Needs Parity Committee shall draw up its own rules of internal procedure at its first meeting.

The Committee shall hold its first meeting within the first ten (10) working days of the school year. If a meeting is postponed, the meeting shall be rescheduled to take place within a period of ten (10) working days.

4-8.03

At the last meeting of the school year, the committee shall set the date of the first meeting for the following school year.

5-1.00 ENGAGEMENT

Section B The Provisions Respecting Priority of Employment Lists

5-1.13

The following provisions shall replace those of Clauses 5-1.14 to 5-1.19 of the provincial entente.

5-1.14

- a) As of July 1 of each year, the School Board shall draw up the priority of employment list by teaching category for the purposes of granting contracts in the youth sector and shall forward a copy thereof to the Union before July 15.
- b) The name of a teacher may not appear in more than one category on the priority of employment list.
- c) The categories shall be those determined by the School Board, no later than February 15, after consultation with the Union.
- d) A teacher shall be placed in the category either for which he or she is qualified to teach as determined by their diploma, or their most recent workload. At the request of the Board, the teacher shall decide by May 15 in which category his or her name is placed on a yearly basis. Failure to indicate which category a teacher prefers shall result in a default to their most recent workload.
- e) To be placed in the French generalist or French specialist category, a teacher needs to have successfully passed a French test recognized by the School Board.
- f) By July 15, each teacher on the priority of employment list shall receive electronically a copy of the updated list.
- g) The School Board shall list teachers by category in descending order of the number of years and days recognized according to Clause 5-1.11 of the provincial agreement.
- h) The existing priority of employment list under the 2005-2010 Collective Agreement shall continue to exist.

5-1.15

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

- a) was, on the date of coming into force of the agreement, on an existing priority of employment list under the former agreement;
- b) has taught, on a part-time basis, during at least two of the three preceding years and has accumulated at least one hundred and twenty (120) days of experience during this period and whom the School Board has decided to register on the list or recall to work;
- c) has received at least two (2) satisfactory evaluations in two different school years:
 - i) a non-evaluation during a contract shall be considered a positive evaluation;
 - ii) in case of an unsatisfactory evaluation, following the process of evaluation agreed to by the School Board and the Union, the teacher and the Union shall be notified.

5-1.16

The teacher whose name is on a priority of employment list and who is granted a regular teaching contract shall retain a priority of employment for a part-time or replacement contract if he or she is non-re-engaged 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.

5-1.17

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

5-1.18

Priority of employment lists shall be updated by July 1 of each year based on the cumulative durations of the part-time and replacement contracts of each teacher whose name is registered on the lists concerned and the full-time contracts of teachers referred to in the second paragraph of subparagraph of (a) of Clause 5-3.35, where applicable. By July 15 of each year, the School Board shall send a copy of the lists to the Union.

5-1.19

A teacher's name may be removed from a priority of employment 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) death of the teacher's spouse, child, parent or person domiciled in the teacher's home for three (3) years;
 - iv) a full-time position with the local Union or QPAT.
- b) not having worked for two (2) years;
- c) three (3) disciplinary measures within two (2) years as a result of the application of Article 5-6.00;
- d) leaving the service of the School Board during the course of an engagement.

5-1.20

The School Board shall notify the teacher in writing if it decides to remove the teacher's name from a priority of employment list. The reason must be entered in the notice and a copy of the notice shall be forwarded to the Union at the same time.

5-1.21

The particular requirements for certain posts shall be those identified by the School Board as per Clause 5-21.06 of the provincial agreement and after consultation with the Union. This shall be done two (2) weeks prior to the beginning of the assignment and transfer process for the regular full-time teachers.

5-1.22

No later than June 30, the School Board shall draw up a list of the posts to be filled. This list shall be as complete as possible and the posts shall be listed in the following order:

- a) Category;
- b) The regular full-time vacancies;
- c) The part-time and replacement posts at 100%;
- d) The part-time and replacement posts, less than 100% in descending order of percentages;

- e) Name of the school;
- f) The beginning and ending date of the contract if available.

5-1.23

- a) No later than June 30, the School Board shall make available the list of the posts to be filled. Changes to the list shall also be made available as they occur.
- b) Teachers who wish to make themselves unavailable for one (1) school year must do so in writing and indicate the reason by June 15.
- c) Between July 1 and July 15, the School Board shall convene a meeting where all the available posts are offered to the teachers on the priority of employment list. If the School Board and the Union agree, this process may also be done electronically in the same timeframe.
- d) The teachers on a priority of employment list and the Union shall be notified in writing at least ten (10) working days before the meeting date. The notification shall also contain the location and time of the meeting.
- e) Teachers who are not present for the meeting must provide the Union with five (5) preferences in their category at least twenty-four (24) hours prior to the meeting. The Union will act as proxy for the teacher and will choose on their behalf from the list of preferences. Failure to attend the meeting, or providing the list of their preferences to the Union, will result in the next most senior teacher being offered assignments.
- f) The School Board's obligation is considered as being met by virtue of priority of employment to those teachers who fail to choose an assignment at the meeting.
- g) No later than July 15, the School Board shall confirm to the teachers the choice made at the meeting. As a general rule, the School Board shall assign teachers to their preferred posts. Posts shall be filled in the following order:
 - i) posts shall be filled according to Clause 5-3.36(i) of the provincial agreement;
 - ii) until the first pupil day, if a 100% contract position opens up after the July meeting it shall be offered to the most senior part-time teacher who has received a contract less than 100% and who has indicated wanting a 100% teaching position.

5-1.24

The School Board has an obligation to create the most complete assignment as possible.

Section C Engagement (Subject to Security of Employment, Priorities of Employment and Acquisition of Tenure

5-1.25

- 1) Every teacher who is engaged by the School 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 School Board;
 - c) provide proof of teaching or relevant experience;

- d) produce any other information required in writing with the application for employment.
- 2) Any deliberate false declaration made to obtain a contract of engagement fraudulently, or any personal omission on the part of a teacher to comply with the provisions of Clause 5-1.25 when it is possible to do so, shall constitute a reason for terminating the teacher's contract by the School Board.
- 3) The teacher must inform the School Board, as soon as possible, in writing of any change.
- 4) At the time of the engagement of a teacher under contract, the School Board shall provide the teacher with:
 - a) a copy of this agreement;
 - b) an application form for membership in the Union;
 - c) an application form for participation in the insurance plan or for exemption, if need be.
- 5) The School Board shall provide the teacher with a copy of his or her contract of engagement when completed, or no later than thirty-five (35) workdays from the first workday. In the case of a contract obtained under the second paragraph of Clause 5-1.08, the time limit shall begin as of the 61st workday.

Section E Substitution

5-1.26

In the 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 School Board shall call upon:

either

- a) An occasional substitute registered on a list maintained by the School Board for this purpose;

or

- b) The teachers of the school who have reached the maximum of their workload and who wish to do so on a voluntary basis;

or

- c) 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 its school in order to permit the smooth operation of the school. It shall assure each teacher in its school that he or she is treated equitably by the distribution of substitution within the emergency system.

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

5-3.00 SECURITY OF EMPLOYMENT SYSTEM

Clause 5-3.09 of the Entente is replaced by the following text:

5-3.09 (A) The Criteria and Procedures of Transfers due to School Closures or Partial School Closures (Local Arrangement)

- a) The following provisions shall apply in the cases where schools are to be closed or partially closed.

- b) A partial school closure shall be defined as one in which a program or partial program, or grade level is closed and moved to another school, or as one in which the redefinition of school boundaries results in the movement of all or part of a school's student population to another school or schools within the School Board for the following school year.
- c) Before January 15 preceding the partial or total closing of a school, the School Board shall notify the Union and the teachers affected by the closure of its decision.
- d) Before February 15, the School Board shall provide the Union and the School Council of the school involved with all available information concerning the movement of student population as well as the number of teachers to be provisionally transferred to the receiving school or schools.
- e) The number of teachers provisionally transferred to the receiving school or schools shall be proportional to the number of students transferred to said school or schools, and shall be rounded off to the nearest whole number.
- f) The teacher subject to a provisional transfer may indicate, within ten (10) working days, the receiving school or schools in order of preference on a form provided by the School Board. The School Board agrees to provide the Union with copies of all completed forms.
- g) Before March 1, and proceeding by order of seniority, the School Board shall provisionally transfer the teachers in accordance with the teacher's preference.
- h) Before March 1, the School Board shall notify the teachers provisionally transferred in accordance with the above paragraph. The Union shall be notified of all such provisional transfers.
- i) As of such notice, the teachers concerned shall be considered as belonging to the staff of the school to which they are transferred and this, for the purpose of applying Articles 5-.00 and 5-21.00.

5-3.09 (B) The Criteria and Procedures for Transfers due to the Opening of a New School (Local Arrangement)

- a) By February 1 the School Board shall establish the number of students that will be in each of its schools in the level in which there will be a new school for the following school year. The School Board shall also identify the schools that will be transferring students to the new school.
- b) By February 15 the School Board shall determine the number of teachers that is required to staff the new school as well as the schools that will have students transferred from them. This projection shall include the number of teachers at each grade level as well as the number of specialists and resource teachers.
- c) By February 15 the School Board shall post in each of the schools that will have students transferred from them, the number of teachers that will be required in their school for the following school year as well as the number of teachers required to staff the new school.
- d) Within ten (10) working days, the teachers in each of the schools that will have students transferred from them shall state their preference for a teaching assignment for the following year (including school and grade) in writing to their principal.
- e) Before March 15 the School Board shall transfer teachers to the new school from among those who have expressed their desire for such a transfer taking into account, among other factors, the number and type of students being transferred to the new school, the preferences expressed by the teachers and the seniority of the teachers.
- f) Any vacancies or excess of teachers in any of the schools involved in the procedures outlined above shall subsequently be rectified using the provisions of Article 5-21.00 of the Collective Agreement governing assignment and transfer of teachers.

5-3.24 d) Presence of Teachers on Availability (Local Arrangement)

Sub-Clause (d) of Clause 5-3.24 is replaced by the following text:

For the first fifty (50) days of work of the school year, a teacher on availability shall be required to be present on a full-time basis. As of the fifty-first (51) day of work of the school year, the teacher on availability shall be required to be present at times indicated by the School Board. The School Board shall consider a teacher's request to schedule days not worked at a time convenient to the teacher. Should a teacher on availability so request, days not worked shall be scheduled in blocks of no less than five (5) consecutive working days. A teacher who is scheduled not to work shall be given notice of no less than forty-eight (48) hours.

5-5.00 PROMOTION (Local Arrangement)

Article 5-5.00 of the Entente is replaced by the following text:

5-5.04

Unless there is an agreement to the contrary between the School Board and the Union, a teacher's temporary promotion to a professional, senior staff, principal, or vice-principal position may not exceed two (2) school years.

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

- a) absence related to a parental leave (maternity leave, special leaves related to pregnancy or breastfeeding, paternity leave, adoption leave, extended paternity, maternity leave or adoption leave);
- b) a disability leave;
- c) a loan of service to the Ministère, the QESBA or CPNCA.

5-5.05

During the teacher's working year, in schools under its jurisdiction where the School Board declares that a vacancy exists that does not involve a surplus of administrators or professionals, the School Board shall post on the school notice board, for a period not less than ten (10) days, a notice containing:

- a) a concise description of the particular characteristics of the post and the benefits connected with it;
- b) a listing of the criteria of eligibility and the requirements of the position;
- c) an invitation to apply in writing for the said post within the prescribed period which shall not be less than ten (10) days.

During the months of July and August, such notice shall appear in the main local and regional newspapers. The School Board shall forward a copy of this notice to the Union.

5-5.06

The School Board must also follow the procedures in this Article in appointing staff assistants.

5-5.07

Failure to ask for a promotion or the fact of refusing it shall not in any way affect the possibility of the teacher concerned to re-apply for a promotion at a later date and to be promoted.

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

Section A: Disciplinary Measures and Sanctions

5-6.01

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

5-6.02

All disciplinary measures must originate from the School 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 (1) 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, or delivered by hand or bailiff.

Section B: Personal File

5-6.09

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

5-6.10

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

5-6.11

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

5-6.12

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

5-6.13

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

5-6.14

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

5-6.15

For the purposes of the periods prescribed in Clauses 5-6.11 to 5-6.13, the teacher must have been at work in the employ of the School Board for at least half of those days.

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

5-6.16

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

5-6.17

Upon prior notification of at least forty-eight (48) hours and at any time during the School 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 School Board and Union agree otherwise.

5-7.00 DISMISSAL

5-7.01

The School 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 School Board or the school administration may relieve the teacher temporarily of his or her duties, with or without total salary.

5-7.03

The teacher and the Union must be informed by written notice sent by registered or certified mail or delivered by hand or bailiff of:

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

5-7.04

As soon as the Union is notified, it may investigate and make the representations it deems necessary.

5-7.05

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

The contract may be terminated only after deliberations at a meeting of the Council of Commissioners or of the School Board's Executive Committee.

5-7.06

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

5-7.07

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

5-7.08

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

5-7.09

In the case where criminal action is taken against the teacher and the School 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 School 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 School 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 School 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 School Board's decision, if the procedure prescribed was not followed or if the reasons for dismissal are not justified or do not constitute sufficient cause for dismissal, may order that the teacher in question be reinstated in his or her duties and may determine, if need be, the amount of the compensation to which he or she is entitled.

5-8.00 NON-REENGAGEMENT

5-8.01

This Article applies to regular teachers only.

5-8.02

The School Board may decide to non-re-engage 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 of each year, by means of a list to this effect, sent by registered or certified mail or delivered by hand or bailiff, of the School Board's intention not to renew the engagement of one or more teachers. The School Board must also forward such a notice to the teacher concerned. However, this Clause does not apply to non-re-engagement because of a surplus of personnel within the framework of Article 5-3.00.

5-8.04

As soon as the Union receives the list, it may investigate and make the representations it deems necessary.

5-8.05

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

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

5-8.06

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

A decision concerning a non-re-engagement may be made at a meeting of the Council of Commissioners or of the School Board's Executive Committee only.

5-8.07

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

5-8.08

The Union may, if it contests the reasons given by the School 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 School Board, a school administered by a government ministry or another educational institution designated by the Minister, in which he or she held, with the same employer, a pedagogical or educational position¹ for two (2) periods of one hundred and sixty (160) workdays or more or, if there was a change in employer, three (3) periods of one hundred and sixty (160) workdays. Each period falls in a distinct year of engagement included in a continuous period not exceeding five (5) years.

5-8.09

¹ See Appendix XI of the collective agreement

The arbitrator hearing the grievance shall decide whether the procedure prescribed for the non-re-engagement was followed and, where applicable, whether the reason or reasons given by the School Board in support of the non-re-engagement constitute one of the reasons for non-re-engagement mentioned in Clause 5-8.02.

The arbitrator may annul the School Board's decision if the procedure prescribed was not followed or if the reason or reasons for non-re-engagement are not well-founded or do not constitute sufficient cause for non-re-engagement, 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 School Board without penalty fifteen (15) workdays after notifying the School Board. The teacher may resign prior to the expiry of the time limit, provided the School Board engages a replacement for the teacher.

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

Section B: Breach of Contract

5-9.02

When a teacher does not report to the school administration or does not assume the duties to which he or she is assigned and fails to give valid reasons for the absence within three (3) 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 School 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 School 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 break 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

The school administration, with the participation of the School Council, shall establish the procedures the teacher must follow when absent.

5-11.02

A teacher unable to report for duty shall give notification to the school administration whenever possible in accordance with the procedures established for that school.

5-11.03

A teacher intending to return to duty shall give notification to the school administration, in accordance with the procedure established for that school.

5-11.04

A teacher who has been absent, and who does not indicate the time or date of return as specified in Clause 5-11.03 may be considered absent for one-half (1/2) day after the return.

5-11.05

A teacher who has been absent must, on the day of return to duty, complete, sign and return the absence form to the school administration.

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

The absence form must contain the following information: Teacher Name, Reason(s) for Absences(s), Date(s) of Absence(s), Duration of Absence(s), Signature of Teacher and of Competent Authority, and the Date Signed.

5-11.06

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

5-11.07

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

5-11.08

The teacher shall not be required to be in school when classes are cancelled for all students by the school administration or the School Board due to uninhabitable conditions in the school.

Notwithstanding the above, when classes are cancelled during the course of the school day, it is understood that teachers shall remain on duty until the dismissal of the pupils has been completed to the satisfaction of the school administration.

5-11.09

At the beginning of the school year, for the purpose of implementing Clause 5-11.08, the school administration shall develop, with the School Council, the guidelines governing such conditions.

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 School 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 School 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 School Board has been established by a court of law, the School Board shall indemnify every teacher for the total of partial loss, theft or destruction of personal belonging 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 School Board shall indemnify the teacher even if its legal responsibility has not been established. In the event that such loss, theft or destruction is already covered by insurance held by the teacher, the compensation paid shall be equal to the loss actually incurred by the teacher.

5-14.00 SPECIAL LEAVES AND LEAVES FOR FAMILY RESPONSIBILITIES

Section A Special Leaves

Following is the Local Arrangement agreed to by the School Board and the Union regarding the distribution of the eight (8) days of Special Leave granted by Clause 5-14.01 of the Provincial Agreement. It therefore replaces Clause 5-14.02 of the Provincial Agreement and is in force until a new Provincial Agreement comes into force.

5-14.02.01

- a) In the event of the death of his or her spouse or child or the spouse's child: a maximum of five (5) working days within ten (10) working days of the event.
- b) In the event of the death of the teacher's father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law: a maximum of five (5) working days within ten (10) working days of the event.
- c) In the event of the death of the teacher's grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandson, granddaughter: a maximum of three (3) working days within ten (10) working days of the event.
- d) In the event of the death of the teacher's aunt, uncle, niece, nephew, cousin or other member of the extended family: one (1) working day within ten (10) working days of the event.
- e) The wedding or civil Union of the teacher's father, mother, brother, sister, child, grandchild, spouse's child: one (1) working day within ten (10) working days of the event.
- f) The taking of the habit, the ordination, the taking of perpetual vows by the teacher, the teacher's spouse, child, brother, sister, spouse's child: the day of the event.
- g) The baptism, christening, or birth of the teacher's child or grandchild: the day of the event.
- h) The teacher's wedding or civil union: a maximum of seven (7) consecutive days, working days or not, including the day of the wedding or civil union. In this case, the absence must not immediately precede or prolong the summer vacation period.
- i) An annual maximum of three (3) working days to cover any event considered an unavoidable circumstance (disaster, fire, flood, etc.) which obliges a teacher to be absent from work.
- j) The change of residence: one (1) working day.
- k) A maximum of three (3) working days for the observance of other religious holidays provided that the teacher is an active follower of that religion or faith and that he or she has notified the school administration in writing within fifteen (15) working days of the first (1st) working day for teachers, or the signing of this Clause.

- l) The birth of a grandchild: one (1) working day within ten (10) working days of the event
- m) The university graduation of the teacher, his or her spouse, or his or her children: the day of the event, a maximum of one day per year.

5-14.02.02

All special leave days must be utilized as full days.

5-14.02.03

A teacher making use of the special leaves in e), f), g), h), j), and m) shall provide the school administration with as much advance notice as possible. An advance notice of a minimum of twenty-four (24) hours shall be provided by the teacher except in emergencies.

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

5-15.01

Every tenured teacher shall benefit from the provision of this Article. Regular teachers who have completed less than two (2) years of service shall benefit from Clause 5-15.14.

5-15.02

The School Board shall grant a teacher a leave of absence without salary for a period not exceeding one (1) contractual year in the case of serious illness of the teacher's spouse, child, parent, or a person domiciled in the home of the teacher as part of his or her family for at least three (3) years.

5-15.03

The School Board shall also grant a leave of absence without salary for a period not exceeding one (1) contractual year in order to pursue studies of at least fifty per cent (50%) of a full course load.

5-15.04

A teacher shall be entitled, upon request, to a leave of absence without salary for a period not exceeding one (1) contractual year following the death of the teacher's spouse, child, parent, or a person domiciled in the home of the teacher as part of his or her family for at least three (3) years.

5-15.05

A teacher who is suffering from a prolonged sickness, attested by a medical certificate accepted by the School Board, shall upon request, if the benefits granted by Article 5-10.00 of the Collective Agreement are exhausted, obtain a leave of absence without salary for the remainder of the contractual year. If a medical certificate is contested by the School Board, the procedures outline in paragraph two (2) of Clause 5-10.24 of the Provincial Agreement will apply.

5-15.06

Notwithstanding the foregoing, the School Board may grant a teacher a leave of absence without salary for a period not exceeding a contractual year for any reason deemed valid by the School Board.

Furthermore, the School Board agrees to accept a request by a teacher on availability for a full or part-time leave of absence, except in instances where the teacher has daily assigned courses and cannot be replaced by another teacher on availability. The terms and conditions related to the obtaining of such a leave shall be agreed upon beforehand by the School Board and the teacher.

5-15.07

Every leave of absence without salary may be renewed by the School Board for a period of one (1) school year.

5-15.08

The request to obtain or to renew a leave of absence without salary must be made in writing prior to April 1 of the year preceding the proposed leave, and must clearly establish the reasons supporting it.

5-15.09

The School Board may grant, upon request, a part-time leave of absence without salary.

5-15.10

The School Board may not refuse a full-time leave of absence without salary, either for the entire school year, or to complete the school year provided that the leave begin on or prior to November 1, if the granting of such leave permits the School Board to assign the teacher referred to in paragraph a) of Clause 5-3.36 or Clause 5-4.02 or assign a teacher it placed on availability.

Moreover, the School Board may not refuse a part-time leave of absence without salary, provided that this permits the School Board to use the services of a teacher on availability.

5-15.11

In the case of resignation during or at the end of a leave of absence without salary, the teacher shall reimburse every sum authorized by the teacher to be paid by the School Board for and in the name of the said teacher during the leave of absence.

5-15.12

The teacher on a leave of absence without salary shall be entitled:

- a) to apply for promotion
- b) to participate in the life health and long term benefit plans, providing the teacher pays the full cost of such plans

5-15.13

In the case of leaves for a specified period of time of less than one (1) year, which may be granted under Clauses 5-15.06 and 5-15.09, the teacher may, within no less than thirty (30) days prior to the expiration of the leave of absence, request an extension of the leave of absence.

5.-15.14

If, in consequence of an agreement approved by the Ministry of Education between: a teacher, the School Board, the Government of Canada, the Government of Québec, a teacher in the employ of the School Board agrees to teach outside Quebec, the teacher shall be entitled to all the advantages granted to a teacher on a leave of absence without salary.

5-15.15

All teachers granted leave under this Article shall be reintegrated upon their return to duty in their category or sub-category and school, subject to the assignment and transfer and employment security provisions of this Collective Agreement.

5-16.00 LEAVES OF ABSENCE FOR MATTERS RELATED TO EDUCATION

5-16.01

The teacher who is invited to give lectures on educational matters, or to take part in activities (seminars, pedagogical committees, conventions, symposiums, pedagogical study sessions) dealing with education may, after having obtained the prior approval of the School 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 School 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 School 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 School Board.

5-16.04

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

5-16.05

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

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

5-18.01

The Union shall notify the School Board of its choice of a single savings institution or credit union for its members. It shall forward the School Board a standard deduction authorization form.

5-18.02

The School Board shall cooperate in facilitating this operation.

5-18.03

Thirty (30) days after the savings institution or credit union has sent the authorizations to the School 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 School Board shall cease to deduct the teacher's contribution to the savings institution or credit union.

5-18.05

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

5-18.06

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

5-21.00 ASSIGNMENT AND TRANSFER

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

5-21.10

For the purpose of applying this Article, when two or more teachers have equal seniority, the teacher who has the most experience shall be considered as having the most seniority; and, of those who have equal experience, the teacher who has the most schooling shall be considered as having the most seniority.

5-21.11

For the purpose of applying this Article, the School Board must minimize the number of part-time positions by combining fractions of positions to create as many full-time positions as feasible.

5-21.12

Before April 1, the school administration shall provide the School Council with a copy of the provisional enrolment, provisional staffing parameter, tentative staffing needs and organizational plan indicating the number and size of sections or groups and the number of teachers required to fill these needs in each category and sub-category.

5-21.13

Before April 1, the School Board shall provide the Union with a copy of the provisional enrolment, provisional staffing parameter and tentative staffing needs in each category and sub-category for each school.

5-21.14

Before April 1, teachers in each school shall indicate in writing to the school administration their desired assignments for the next school year.

This stated preference of assignment shall be taken into account when tentative assignments of teachers within a school are made by the school administration for the following school year.

5-21.15

If, following the application of Clauses 5-21.10 to 5-21.14, there is a need for staff in any of the categories or sub-categories of teachers in the school, the school administration shall fill these needs from among the teachers in the school, whether they are excess or not.

In following this procedure, the school administration shall take into account the assignment criteria described in Clause 5-21.05 and the particular requirements established by the School Board and the

Union, in accordance with Clause 5-21.06 and shall fill these needs respecting seniority, taking into account the preference of the teachers.

5-21.16

Before declaring an itinerant teacher excess to a given school, the school administration in that school shall determine whether a full assignment exists for that teacher for the following year in any of the schools or combination of schools in which he or she is currently teaching. If the total assignment foreseen is at least equal to a full-time assignment, the teacher will not be declared excess.

5-21.17

Following the application of Clause 5-3.13, any tenured teacher in the school classified in the same category or sub-category in which a teacher has been declared excess by virtue of the application of Clause 5-3.13 may substitute for an excess teacher in the same school. Such a substitution shall not occur if said excess teacher was a teacher identified in Clause 5-3.11. Should there be more than one teacher who wishes to take the substitution, the teacher shall be selected respecting seniority. The tenured teacher who has thus substituted by virtue of this Clause shall be considered as having been declared excess and shall be subject to all the rights and obligations of an excess teacher.

5-21.18

Before April 30, the school administration shall inform in writing the teachers who remain excess following the application of Clauses 5-21.12 to 5-21.14 and who are subject to transfer. A copy of the letter is sent to the Union.

5-21.19

Before April 30, the School Board shall inform the Union of the names and seniority of the teachers in each category or sub-category in each school, as well as those identified as excess for each category or sub-category in each school, and who are subject to transfer.

5-21.20

Before April 30, the School Board shall post in each of its schools a list of provisional staffing needs which remain to be met for the following school year indicating the pertinent information. These provisional staffing needs shall not include replacement positions. The school administration shall indicate clearly on this list the date of posting in the school. Teachers currently on leave shall receive this information from the School Board either electronically or on paper.

5-21.21

- a) Teachers who are in excess at this point must express their preference concerning the positions posted by the School Board according to Clause 5-21.20. This preference must be expressed in writing to the School Board's Human Resources Department within five (5) working days of the posting. The teacher shall use the form provided in **Appendix D**.
- b) Other teachers may also apply for one of the positions listed by expressing their preference in writing to the School Board's Human Resources Department within the same time frame. The teacher shall use the form provided in **Appendix D**.
- c) Finally, any teacher may, during this period, express their interest for any post which may become available before June 30 in another school or in another geographical area. Any such request should be sent in writing to the School Board's Human Resources Department. The teacher shall use the form provided in **Appendix D**. The School Board shall consider all such requests should a position become available, but neither the School Board nor the teacher will be bound to affect such a transfer unless both parties agree.

5-21.22

Following the application of Clause 5-21.21, proceeding by order of seniority and taking into account teacher preference, the School Board shall decide on the transfer of teachers declared excess in order to fill the vacancies posted according to Clause 5-21.20. The School Board will also take into account teacher preference for any other vacancies which may become available.

The School Board shall then decide on the transfer of teachers referred to in Clause 5-21.21.

In proceeding thus, the School Board shall take into account the assignment criteria described in Clause 5-21.05 and the particular requirements established by the School Board and the Union in accordance with Clause 5-21.06.

The School Board shall inform the Union, in writing, of all such transfers.

5-21.23

Following the application of Clauses 5-3.15 and 5-3.16, the School Board shall inform the Union, in writing, of all such displacements.

5-21.24

During the month of June, the teachers in a school shall be informed of their assignments (i.e. subject(s), level(s), speciality(ies)) which have been determined provisionally by the school administration for the following school year.

For Adult and Vocational Education, the teacher shall be informed of their assignments by October 15, provided the groups have been confirmed. This information will be updated for the formation of new groups.

5-21.25

Upon the request of a teacher who has been compulsorily transferred by the application of Clauses 5-21.19, 5-3.15 or 5-3.16, the School Board shall give priority consideration to the teacher for transfer to his or her original school between August 15 and October 15, if a position for which the teacher is qualified becomes available.

Transfer for Reasons other than Surplus or Excess

5-21.26

In addition to the dispositions regarding teacher transfer described in Clause 5-21.03, the School Board may transfer a teacher if said transfer is deemed in the teacher's interest. In such a case the teacher shall be advised in writing, with a copy to the Union, that he or she is to be transferred to another school.

If the teacher is so notified in writing, this transfer will take effect no earlier than five (5) working days from the receipt of the said notice.

A teacher who is so notified will be granted one-half (1/2) day paid leave to visit the new school and to become familiar with the new assignment.

If a teacher so transferred is of the opinion that the School Board has not acted toward him or her in a just manner, he or she shall have recourse to the grievance and arbitration process described in the Collective Agreement.

Voluntary Transfer of a Temporary Nature

5-21.27

In order to permit teachers to experience a different teaching environment without losing their right to a post in their present school, the School Board may agree to a request for a voluntary transfer of a temporary nature.

5-21.28

Before May 15, the School Board shall post a notice inviting teachers who are interested in a voluntary transfer of a temporary nature to indicate such interest. A request for a voluntary transfer of a temporary nature must be submitted in writing (using **Appendix D**) within five (5) working days following the posting of this notice to the School Board's Human Resources Department.

5-21.29

The School Board's Human Resources Department shall identify the possibility of exchanges of posts based on the requests received. Any such transfers must be accepted by the School Board and the teachers concerned. In the case of a temporary transfer to a vacancy created as a result of a leave of absence for a predetermined period of one year, the transfer shall require the consent of the School Board, the Union, and the teacher who is being transferred.

5-21.30

Any such agreements for transfer will be for a minimum period of one (1) year, but may not exceed two (2) years. A renewal may be considered if all parties agree.

5-21.31

During the period of the voluntary transfer, the teacher will officially remain on the staff list of his or her school of origin for assignment purposes. The normal staffing process would take precedence over the agreement referred to in Clause 5-21.31 and, if necessary, could result in the cancellation of such agreement.

6-8.00 TERMS AND CONDITIONS FOR THE PAYMENT OF SALARY

6-8.01

The School Board will pay its teachers by direct deposit in his or her designated Canadian financial institution account.

6-8.02

Computerized pay slips distributed prior to each deposit of salary shall detail totals and deductions in a manner comprehensible to the teacher. Upon written request from the teacher, the School Board shall provide the teacher with an explanation of the salary statement.

6-8.03

All deductions required by law and those stipulated in this Agreement will be made in accordance with standard practice. Insurance premiums shall be deducted in twenty-six (26) equal amounts from every payment of salary of the teacher.

6-8.04

The Strathcona Credit Union deductions, at the written request of individual teachers, will be made provided that such request is received thirty (30) days prior to the commencement date of deductions.

6-8.05

When teachers terminate their contract in accordance with the Collective Agreement, payment will be made within thirty (30) days for the moneyable bank of days amassed during the period prior to 1972 in accordance with local agreements in force at that time.

6-8.06

When teachers terminate their contract in accordance with the Collective Agreement, the cash value of the unused sick leave days accumulated under Clause 5-10.26 of the Entente shall be paid within thirty (30) days of the date of termination.

6-8.07

The financial compensation due to a teacher for emergency substitution and for exceeding instructional time shall be paid with the last salary deposit for the months of December, March and June of each school year.

6-8.08

The financial compensation due a teacher for exceeding the maximum class size by virtue of the Entente shall be paid in two (2) instalments. The first payment, for the period covering the first one hundred (100) days, shall be paid by February 28 and the second payment, for the period covering the second one hundred (100) days, shall be paid by June 30 of that school year.

6-8.04

If, as the result of an error, it is determined that a teacher is owed a certain sum of money, said amount will be paid in full, on the nearest possible pay date. If the amount owed exceeds one hundred dollars (\$100), upon the receipt of a written request from the teacher, the School Board will reimburse the amount owed within three (3) working days.

6-8.10

If, as the result of an error, it is determined that a teacher is indebted to the School Board, the amount to be reimbursed will be deducted on the nearest possible pay date. Should the teacher request a schedule of repayments, this may be agreed to by the School Board. In such a case, reimbursement will normally be made prior to the end of the school year in which the error is discovered. The teacher shall be notified before any such deduction is taken.

8-0.00 THE TEACHER'S WORKLOAD AND ITS ORGANIZATION

8-5.02

Distribution in the calendar year of the workdays within the work year excluding the determination of the number of workdays and period covered by the work year.

8-5.02.01

- 1) By November 30 of each year, the School Board and the Union shall meet and negotiate the distribution of the workdays for the schools and the centres for the following year. If, by March 31, there is no agreement, the administration of the School Board and the Union may each submit a report which will be considered by the Council of Commissioners of the School Board at their April meeting. As of the April board meeting and taking into account the reports of the School Board administration and the Union, the Commissioners may determine the distribution of the workdays for the following school year.
- 2) Prior to March 31 of each year, the School Board will consult with the Union on the placement of pedagogical days for the following year.

8-8.00 SPECIAL CONDITIONS

8-8.03

- 1) The teacher shall be entitled to an uninterrupted period of at least fifty (50) minutes for his or her meal. The length of the period of time may be increased for each school and for each year by accord between the school administration and the majority of the teachers of the school concerned.
- 2) The itinerant teacher shall be entitled to an uninterrupted period of time of not less than fifty (50) minutes for his or her meal, exclusive of travelling time.
- 3) The uninterrupted period of time for lunch at the secondary level shall commence no earlier than 11:00 a.m. and no later than 1:00 p.m.

8-8.04 GROUP MEETINGS AND MEETINGS WITH PARENTS

8-8.04.01

The School 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 regular workweek. However, he or she shall never be required to attend group meetings on Saturdays, Sundays, or holidays.
- b) Outside the regular workweek, the teacher may not be required to attend during the work year more than:
 - i) ten (10) group meetings of teachers convened by the School Board or school administration. These meetings must be held immediately after the dismissal of all the pupils from the school; for the purpose of applying this subparagraph, every meeting of a particular group of teachers such as those of the same grade, cycle, level, subject and school shall be considered as a group meeting of teachers. The school administration shall give at least forty-eight (48) hours notice when scheduling staff meetings.
 - ii) three (3) meetings with parents. Such meetings shall normally be held in the evening.

However, the school administration may agree with the teachers on other meetings to meet parents without taking into account the regular workweek. In such cases, the teacher shall be compensated by a reduction of his or her regular workweek which shall be equal to the duration of the meeting. This compensation in time shall be taken at a time agreed between the school administration and the teacher. The school administration shall give at least ten (10) days notice when scheduling each of the three (3) meetings with parents normally held in the evening.

8-12.00 DISTRIBUTION OF TEACHERS' DUTIES AND RESPONSIBILITIES IN THE SCHOOL

8-12.01

At the secondary level, the school administration, after consultation with School Council, shall distribute the total workload equitably among the teachers, taking into account the number of groups met and the number of preparations.

8-12.02

At the elementary level, the school administration, after consultation with School Council, shall distribute the total workload equitably among the teachers, taking into account the number of groups met as well as combined classes.

8-12.03

In accordance with Clause 8-7.01(c) of the Entente, the elementary teacher, homeroom or specialist, teaching a group of students immediately before or after recess, before or after lunch, or last period in the afternoon shall ensure effective supervision of the pupils while they are dressing or undressing, as the case may be.

8-12.04

Teachers at the elementary level shall have a minimum of one preparation period of at least thirty (30) minutes each day or the equivalent.

8-12.05

Teachers at the secondary level shall have a minimum of one preparation period of at least seventy-five (75) minutes each day or the equivalent.

8-12.06

The secondary teaching assignment shall at no time exceed twenty-six (26) periods per nine (9) day cycle, or twenty-nine (29) periods per ten (10) day cycle, except with the written consent of the teacher.

8-12.07

The School Board and the Union agree that the school administration, after consultation with the School Council, shall establish a system of rotation among teachers for assuring the supervision of pupils at the secondary level. In doing so, it shall respect the following principles:

- i) without the written consent of the teacher concerned, no supervision shall be assigned earlier than fifteen (15) minutes before the beginning of the pupil timetable in the morning;
- ii) without the written consent of the teacher concerned, no supervision shall be assigned later than twenty (20) minutes after the end of the pupil timetable in the afternoon.

8-12.08

In distributing teachers' duties and responsibilities, the administration shall take into consideration any factors which might serve to increase the teacher's workload, such as the number of preparations, the number of groups met, and the number of integrated students with special needs.

8-12.09

In distributing the duties and responsibilities at the elementary level, the school administration shall take into account the travelling time of the itinerant teacher who must travel between schools in the course of his or her workday.

8-12.10

In the preparation of examination and invigilation timetables, the school administration shall give consideration to teachers whose duties are such as to require an above average amount of correction time.

9-0.00 GRIEVANCE AND ARBITRATION

9-2.00 GRIEVANCES AND ARBITRATION (FOR MATTERS NEGOTIATED AT THE LOCAL LEVEL

9-2.01

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

9-2.02

Instead of the notice of grievance prescribed in Clause 9-1.05, the Union may send a letter to the School 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 non-re-engagement under Article 5-8.00, the date of the meeting at which the School Board shall make its decision is the date of the event.

9-2.05

Notwithstanding Clauses 9-1.06 to 9-1.09, in the case of the termination of a teacher's contract of engagement under Article 5-7.00 or non-re-engagement under Article 5-8.00, the notice of grievance constitutes a notice of arbitration once it is received by QPAT and the QESBA.

10-7.00 HYGIENE, OCCUPATIONAL HEALTH AND SAFETY

10-7.01

In this Article, "Act" refers to the Act respecting Occupational Health And Safety (R.S.Q., c. S-2.1) and "regulations" refer to the inherent regulations.

10-7.02

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

10-7.03

The obligations of teachers and the School Board are those prescribed by the Act, the regulations and the school board's health and safety policy.

10-7.04

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

10-7.05

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

10-7.06

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.

10-7.07

The School Board may not dismiss or non-re-engage a teacher, or impose any disciplinary or discriminatory measure on him or her, on the grounds that he or she exercised, in good faith, the right provided for in Clause 10-7.05

10-8.00 TRAVEL EXPENSES

10-8.01

The itinerant teacher whose assignment requires travel between schools during the course of the work day shall be reimbursed at the same rate paid to other School Board personnel, according to the policy in force at the School Board.

10-8.02

The teacher who, in the course of fulfilling professional responsibilities, is required by the School Board or its administrators to travel to a place other than his or her assigned school, shall be reimbursed at the same rate paid to other School Board personnel, according to the policy in force at the School Board, if this travel results in additional distance beyond the normal travel to the assigned school.

10-8.03

A payment due to a teacher for travel allowances incurred by virtue of Clauses 10-9.01 and 10-9.02 shall be paid as soon as possible, but in no case later than four (4) weeks after receipt of the claim.

11-0.00 ADULT EDUCATION

The following text replaces Clauses 11-2.01, 11-2.02 and 11-2.04 and adds to the reasons specified in Clause 11-2.03 of the Entente.

11-2.00 RECALL LIST (LOCAL ARRANGEMENT)

Part I Applicable principles

11-2.01

The recall list may not contain the name of a person who has full-time employment.

11-2.02

The names of teachers shall be entered on the recall lists in order of the number of hours taught in the specialty.

11-2.03

When the board decides to engage an hourly paid teacher or must engage a part-time or replacement teacher, it shall offer the position to the teacher on the recall list who has the most teaching hours in the specialty concerned.

A teacher must meet the requirements prescribed in clause 11-11.02.

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

11-2.04

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

Notwithstanding the foregoing, article 11-2.00 of the 2005-2010 entente or any local arrangement made in lieu thereof under article 10-10.00 of that entente applies until such time as it is replaced by negotiation between the local parties.

Failing agreement between the local parties before December 31, 2011, the provisions of clauses 11-2.05 and 11-2.06 are considered as the provisions agreed between the parties and apply as of January 1, 2012 until such time as they are amended, repealed or replaced by agreement between the local parties in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

11-2.05

- a) On July 1 of each school year, the board shall add to the recall list, by specialty, the names of the legally qualified new teachers who worked in the adult education sector during the preceding school year as hourly paid, part-time or replacement teachers whom it decides to recall and who taught at least one hundred fifty (150) hours during the preceding school year.
- b) If the board decides not to add a teacher to the recall list the teacher will be informed in writing with reasons given by July 15 with copies sent to the union at the same time. If the teacher wishes to meet with the board for further explanation this will be done within 30 calendar days of the request by the teacher.
- c) The board shall enter the number of hours taught by each teacher in the specialty during the preceding school year, excluding hours taught in courses which are self-financed. The board shall also enter the number of hours taught, as a full-time teacher, by teachers referred to in the second paragraph of subclause a) of clause 5-3.35. No teacher shall be given credit for more than 800 hours on the recall list for one school year.
- d) In the event that the teacher engaged did not teach the number of hours foreseen, but did teach at least 10% of the course or program hours, due to:

- i) the death of the teacher's spouse, child, parent or person domiciled in the home of the teacher as part of the family for at least three (3) consecutive years;
- ii) the serious illness or disability of the teacher, or the teacher's spouse, child, parent, or person domiciled in the home of the teacher as part of the family for at least three (3) consecutive years;
- iii) the pregnancy of the teacher or the birth of her child;

the board will add to the recall list the number of hours that he or she would have accumulated as if the number of hours foreseen for the position had been taught.

- e) Any other absence deemed valid by the board shall not result in a loss of hours for the purpose of the recall list.

11-2.06

A teacher's name may be removed from the priority of employment 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 part-time or full-time position with the local union or QPAT;
 - iv) unavailability declared in accordance with article 11-2.07;
 - v) the serious illness or disability of the teacher, the teacher's spouse, child or person domiciled in the home of the teacher as part of the family for at least three (3) consecutive years;
 - vi) the pregnancy and/or ensuing childcare responsibilities of the teacher;
 - vii) taking up full-time study at a recognized educational institution. The studies must be related to the teacher's career in the field of education and proof of registration must be provided;
- b) not having worked for two years;
- c) leaving the service of the board while actively teaching;
- d) having received three (3) disciplinary measures occurring under Clause 5-6.00 within two (2) years

If the board decides to remove a teacher's name from the priority of employment list the teacher will be informed in writing with reasons given within 30 calendar days with copies sent to the union at the same time. If the teacher wishes to meet with the board for further explanation this will be done within 10 calendar days of the request by the teacher.

11-2.07

No later than July 1, teachers on the recall list must indicate any limited availability for a recall to a position. Such an indication may specify a minimum number of hours, a restricted geographical mobility, specific time(s) of year, a level, etc. A teacher may amend at any time in writing and without retroactive effect the notice of limited availability.

11-2-08

No later than July 15, and within ten (10) calendar days of each revision, the board shall electronically post a copy of the updated recall list and provide the Union with a copy.

11-2-09

The board will offer to as many teachers as possible on the recall list a complete workload of eight hundred (800) hours per year (including the presentation of courses and lessons and pedagogical follow-up related to his/her speciality).

11-2.10

No later than June 15, and within ten (10) calendar days of any adjustments, the board shall transmit to the union the forecast of the number of FTEs allocated to each Adult Education centre for the following year.

13-0.00 VOCATIONAL EDUCATION (LOCAL ARRANGEMENT)

13-3.00 RECALL LIST

Part I Applicable principles

13-3.01

The recall list may not contain the name of a person who has full-time employment.

13-3.02

The names of teachers shall be entered on the recall lists in order of the number of hours taught in the specialty.

13-3.03

The board shall determine the category or subcategory corresponding to the specialty taught for each teacher whose name is on the recall list.

13-3.04

When the board decides to hire an hourly paid teacher or must hire a part-time or replacement teacher, it shall offer the position to the teacher on the recall list who has the most teaching hours on the recall list in the category or subcategory concerned.

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

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

13-3.05

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

Notwithstanding the foregoing, article 13-3.00 of the 2005-2010 entente or any local arrangement made in lieu thereof under article 10-10.00 of that entente applies until such time as it is replaced by negotiation between the local parties.

Failing agreement between the local parties before December 31, 2011, the provisions of clauses 13-3.06 and 13-3.07 are considered as the provisions agreed between the parties and apply as of January 1, 2012 until such time as they are amended, repealed or replaced by agreement between the local parties in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

13-3.06

- a) On July 1 of each school year, the board shall add to the recall list the names of the legally qualified new teachers who worked in the vocational training sector during the preceding school year as hourly paid, part-time or replacement teachers whom it decides to recall and who taught at least one hundred fifty (150) hours during the preceding school year.
- b) If the board decides not to add a teacher to the recall list the teacher will be informed in writing with reasons given by July 15 with copies sent to the union at the same time. If the teacher wishes to meet with the board for further explanation this will be done within 30 calendar days of the request by the teacher.
- c) The board shall enter the number of hours taught by each teacher in the specialty during the preceding school year, excluding hours taught in courses which are self-financed. The board shall also enter the number of hours taught, as a

full-time teacher, by teachers referred to in the second paragraph of subclause a) of clause 5-3.35. No teacher shall be given credit for more than 720 hours on the recall list for one school year.

- d) In the event that the teacher engaged did not teach the number of hours foreseen, but did teach at least 10% of the course or program hours, due to:
- i) the death of the teacher's spouse, child, parent or person domiciled in the home of the teacher as part of the family for at least three (3) consecutive years;
 - ii) the serious illness or disability of the teacher, or the teacher's spouse, child, parent, or person domiciled in the home of the teacher as part of the family for at least three (3) consecutive years;
 - iii) the pregnancy of the teacher or the birth of her child;

the board will add to the recall list the number of hours that he or she would have accumulated as if the number of hours foreseen for the position had been taught.

- e) Any other absence deemed valid by the board shall not result in a loss of hours for the purpose of the recall list.

13-3.07

A teacher's name may be removed from the priority of employment 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 part-time or full-time position with the local union or QPAT;
 - iv) unavailability declared in accordance with article 13-3.08;
 - v) the serious illness or disability of the teacher, the teacher's spouse, child or person domiciled in the home of the teacher as part of the family for at least three (3) consecutive years;
 - vi) the pregnancy and ensuing childcare responsibilities of the teacher;
 - vii) taking up full-time study at a recognized educational institution. The studies must be related to the teacher's career in the field of education and proof of registration must be provided;
- b) not having worked for two years;
- c) leaving the service of the board while actively teaching;
- d) having received three (3) disciplinary measures occurring under Clause 5-6.00 within two (2) years

If the board decides to remove a teacher's name from the priority of employment list the teacher will be informed in writing with reasons given within 10 calendar days with copies sent to the union at the same time. If the teacher wishes to meet with the board for further explanation this will be done within 30 calendar days of the request by the teacher.

13-3.08

No later than July 1, teachers on the recall list must indicate any limited availability for a recall to a position. Such an indication may specify a minimum number of hours, a restricted geographical mobility, specific time(s) of year, a level, etc. A teacher may amend at any time in writing and without retroactive effect the notice of limited availability.

13-3.09

No later than July 15, and within ten (10) calendar days of each revision, the board shall electronically post a copy of the updated recall list and provide the Union with a copy.

13-3.10

The board will offer to as many teachers as possible on the recall list a complete workload of seven hundred twenty (720) hours per year (including the presentation of courses and lessons and pedagogical follow-up related to his/her specialty).

13-3.12

No later than June 15, and within ten (10) calendar days of any adjustments, the board shall transmit to the union the forecast of the number of FTEs allocated to each Vocational Training centre for the following year.



Appendix A
Teaching Personnel Data (3-3.04)

School Year: 20__ - 20__

School:

Teacher Last Name:

Teacher First Name:

<u>Groupings</u>	<u>Subject</u>	<u>Language</u>	<u># of minutes per week</u>	<u># of students</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Workload:
(8-7.00)

Teaching Time:

Supervision:

Remediation:

TOTAL WORKLOAD:

Teacher's Signature

Principal's Signature

EMPLOYMENT STATUS:

CONTRACT TYPE:

CONTRACT %:

PROG. RETIREMENT?
(date of teacher's retirement)

DEFERRED SALARY LEAVE?
(5-17.00) *(start date and end date of deferred salary leave)*

SALARY INSURANCE?
(5-10.15) *(start date and projected return to work date)*

PARENTAL LEAVE?
(5-13.00) *(start date and end date of parental leave)*

OTHER LEAVE OF ABSENCE?
(5.14.06/5-15.00/5-16.00) *(start date and end date of leave of absence)*



Chateauguay Valley Teachers' Association

Association des Enseignants de Chateauguay Valley

APPENDIX B (3-4.03)

APPLCIATION FORM FOR MEMBERSHIP IN A UNION

I hereby apply for membership in the union known under the name of the Chateauguay Valley Teachers' Association, the whole in accordance with the provisions of the agreement.

PLEASE PRINT CLEARLY

Family Name: _____

Given Name(s): _____

Home Address: _____

Telephone Numbers: Home: _____
Mobile: _____
Other: _____

Personal Email: _____

School/Centre: _____

Employment Status: _____ Full-time Teacher (**E1**)
_____ Part-time Teacher (**E3**)
_____ Replacement Teacher (**E8**)
_____ Teacher-by-the-lesson
_____ Hourly-paid Teacher
_____ Casual Supply Teacher

IN WITNESS WHEREOF, I have signed at _____, this
_____ day of the month of _____, 20__.

Teacher Signature: _____

Witness Signature: _____

THE SCHOOL BOARD SHALL FORWARD THE ORIGINAL OF THIS FORM TO THE UNION WITHIN 15 DAYS OF SIGNING.

APPENDIX C
CRITICAL PATH FOR SCHOOL COUNCIL
(4-2.18)

Changes to the School Programme	Prior to April 1 of previous or Organization
The Provisional Number and Size of Class Sections or Groups	March of the previous year
The Provisional Staffing Requirements by Category and Sub-Category	March of the previous year
Establishment of Budgetary Priorities in the School	March-June of previous year
Use of Clerical Help for Teachers	April 1 - May 15 of previous year
The Emergency Substitution Plan	May-June of previous year
Supervision System	May-June of previous year
The Distribution of Pedagogical Duties and Responsibilities of Teachers and Staff Assistants	May-June of previous year
Application Within the School of New of Teaching Methods	2-4 months prior to implementation unless this time must be shortened as a result of a directive from MELS requiring implementation before this time commitment can be met
Budgetary information	As in 4-2.10



**HUMAN RESOURCES DEPARTMENT
VOLUNTARY INTER SCHOOL TRANSFER
APPENDIX D**

DATE: _____

TO: **DIRECTOR OF HUMAN RESOURCES**

FROM: _____
Teacher School

SUBJECT: VOLUNTARY INTER SCHOOL TRANSFER

In accordance with clause 5-21.28, and as per the list of needs that remain to be filled, I hereby apply for the following post(s) for the 20___ - 20___ School Year:

	First choice	Second choice	Third choice
SCHOOL			
CATEGORY			

SIGNATURE: _____

**THIS FORM MUST BE RETURNED TO THE HUMAN RESOURCES DEPARTMENT
WITHIN FIVE (5) WORKING DAYS FOLLOWING THE POSTING OF AVAILABLE VACANCIES**

Reference: clause 5-21.21

Local Agreement 2010-2015

The New Frontiers School Board and the Chateauguay Valley Teachers' Association hereby agree that this Local Agreement constitutes the Collective Agreement between the School Board and the Union.

In witness whereof, the parties to this Agreement have signed in Chateauguay, this 20th day of the month of January 2015.

For New Frontiers School Board:

**For the Chateauguay Valley
Teachers' Association:**

David C. D'Aoust
Chairperson

Nick Ross
President and Chief Negotiator

Robert Buttars
Director General

John Hodges
Teacher & Negotiator

Cuthbert McIntyre, Director of
Human Resources and Chief Negotiator

Erma Robidoux
Teacher & Negotiator

Jean Bouchard, Centre Director
and Negotiator

Sandra Caza, Human Resources
Coordinator & Negotiator