

MTA-EMSB

LOCAL AGREEMENT

2017-2020

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2-2.00 RECOGNITION OF LOCAL PARTIES

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

3-1.00 COMMUNICATION AND POSTING OF UNION NOTICES

- 3-1.01** The School Board recognizes the right of the Union to post and distribute all its documents in all schools and centres. This right also applies to the Quebec Provincial Association of Teachers.
- 3-1.02** For this purpose the School Board shall provide suitable notice boards in the teachers' staffrooms on which the authorized union representative may post notices received from the Union and QPAT. These notice boards shall be distinct from those made available for School Board notices.
- 3-1.03** The School Board shall recognize the right of the Union to ensure the distribution and posting of all notices, provided such distribution does not occur during the teacher's assigned duties.
- 3-1.04** The Union shall have the right to make use of the School Board's internal mail service at no expense to the Union. The School Board shall include the Union office on the internal mail service route.
- 3-1.05** The school administration shall, upon receipt, transmit to the Union representative or her/his substitute, any information, document or other communication originating from the Union.
- 3-1.06** The school board recognizes the right of the Union to distribute its notices to MTA members via their EMSB email address.

Documentation pertaining to staffing will only be distributed as follows:

- 1) staffing documentation will be sent to teachers electronically through teachers EMSB email accounts**
- 2) staffing documents will be posted on the EMSB E-portal for teachers**

3-2.00 USE OF SCHOOL BOARD PREMISES FOR UNION PURPOSES

- 3-2.01** Teachers may hold meetings in a room of their school or centre provided that such meetings do not result in a reduction of the students' instructional time. The union representative shall inform the school administration of the time and place of the meetings. There will be no charge for such meetings.
- 3-2.02** At the request of the Union, for the purpose of holding meetings, the School Board shall, without charge, provide suitable accommodation in one of its buildings provided that these

meetings do not result in a reduction of students' instructional time. However, in the case of a general meeting of the Union, the School Board must be advised forty-eight (48) hours in advance of the Union's use of the building.

When a representative from the union office intends to visit a school or centre, notice must be presented to the school or centre principal at least twenty-four (24) hours in advance. When an emergency situation arises, and twenty-four (24) hours advance notice is not possible, as much advance notice as possible shall be given.

3-2.03 Notwithstanding Clauses 3-2.01 and 3-2.02, should a Union meeting require that the Board incur expenses due to the provision of caretaking and cleaning services which are not regularly scheduled (i.e., weekends, holidays) then the Union shall assume such expenses.

3-3.00 DOCUMENTATION TO BE PROVIDED TO THE UNION

3-3.01 The School Board shall transmit to the Union copies of all regulations, resolutions, directives and communications concerning one or more groups of teachers or the educational organization of the schools, as soon as they become public.

3-3.02 Unless stipulated elsewhere in the Collective Agreement, the Union shall be advised of every change in every document normally supplied by the School Board to the Union in conformity with Clause 3-3.01 as soon as the change is made.

- 3-3.03**
- a) The School Board shall transmit to the Union, no later than October 31st, the Summary of Enrolment Report which depicts the educational organization of the schools as of September 30th.
 - b) The School Board shall also transmit to the Union, no later than November 15th, the organization of each class including the number and type of coded students as well as the weighted class size.
 - c) The School Board shall each year transmit to the Union, by April 30th, the Summary of Enrolment Forecast and the Forecast of Teacher Resources for the following year.
 - d) The School Board shall each year transmit to the Union, prior to June 15th, the Forecast of ETP Distribution to each Adult Education and Vocational Training Centre for the following year.

3-3.04 The school administration shall, by October 31st at the latest, supply the union representative or her/his substitute with the list of all teachers in the school or centre. This list shall indicate each teacher's name, address and telephone number.

3-3.05 By October 31st at the latest, the School Board shall supply the Union with the complete list of teachers as well as information called for in Annex A. Subsequently, on the fifteenth day of each month the School Board shall supply to the Union all changes to the list or to the information called for in Annex A.

3-3.06 The School Board shall forward to the Union within five (5) days of their approval as public documents the operating budget, the proposed capital expenditures, and the inner-city budgetary requests made to the Comité de Gestion de la Taxe Scolaire de l'Ile de Montreal,

as well as information regarding any additional monies allocated to the School Board by the Ministère de l'éducation et l'enseignement supérieure (MEES).

Within the same five (5) days the School Board shall also provide a detailed account of its operating budget to the Union.

3-3.07 The School Board shall forward to the Union, no later than five (5) days following its approval as a public document, the audited statement of annual revenues and expenditures for the previous school year.

3-3.08 The School Board shall forward to the Union prior to each scheduled School Board meeting, the agenda, together with the pertinent documentation and the unapproved minutes of the previous School Board meeting.

3-3.09

- a) By January 1st of each year, the School Board shall supply each teacher with a statement of the days accumulated in her/his sick leave bank(s) as well as the value of such days, to which s/he was entitled as of the preceding June 30th.
- b) No later than July 31st, the School Board shall supply each teacher who leaves the service of the School Board with a statement of the days accumulated in her/his sick leave bank(s) to which s/he was entitled as of the preceding June 30th.

3-3.10 In conformity with Clause 5-2.08 of the Entente, the School Board shall forward to the Union prior to March 15th, a seniority list indicating each teacher's seniority and her/his category. The seniority list by category shall be posted on the EMSB portal, and the School Board shall ensure that all teachers have the same access to the portal, including the teachers in the Adult Education and Vocational Training sectors.

The School Board shall also post priority of employment/recall lists for each of the sectors on the portal as soon as they are available. In the Youth sector this list shall indicate the name of the teacher, her/his seniority, the category of each teacher's assignment in the current school year, as well as any other categories for which s/he has the requisite qualifications

In the Adult Education sector the recall list shall include the name of the teacher, her/his accumulated service, specialty(ies), and secondary status specialties.

In the Vocational Training sector each recall list shall be by category and shall include the name of the teacher and her/his accumulated service.

The School Board shall also provide the Union with a seniority list by school, by alphabetical order, and by seniority order. A school seniority list containing the information by seniority, indicating her/his category shall be posted in each school no later than March 15th.

3-3.11 The School Board shall forward to each teacher prior to March 15th of each school year, a statement of her/his seniority.

3-3.12 Workload statistics which depict the situation as of October 15th, shall be provided to the Union by the School Board prior to November 30th of each year as follows:

For Elementary Schools (except Social Affairs)

A copy of each teacher's "Teacher Workload Report" (Annex B), which shall be completed by the teacher and be signed by the school administration for confirmation.

For Secondary and Alternative Schools

A printout by school showing each teacher's teaching schedule by course and class size.

For Social Affairs Schools

Information corresponding to the above, but not necessarily in the same form, will be given on an ad hoc basis only on the specific request of the Union.

For Adult Education Centres and Vocational Training Centres

In Adult Education information about classes with forty (40) or more students shall be provided to the Union within two (2) weeks or their occurrence.

Information pertaining to oversize classes in Vocational Training to be provided on a quarterly basis. The teaching schedules of all teachers are to be placed in a binder in the vocational training centre office; all teachers in a vocational training centre shall have access to the binder.

- 3-3.13** When a teacher requests a maternity leave of absence the School Board shall forward to the Union a copy of its confirmation letter and this at the same time as the original letter is sent to the teacher.
- 3-3.14** Information supplied to the Union under this article may be transmitted electronically.
- 3-3.15** By October 31st, the school board shall supply the union with the list of all teachers indicating their name, the school/centre they are currently working in, and their EMSB email address.

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 this agreement must remain a member for the duration of this agreement, 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 agreement and who later becomes a member of the Union, must remain a member for the duration of this agreement, 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 sign an application form for membership in the Union according to the form in Annex C of this Local Agreement. 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 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 her/his 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 her/his 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 centre, the Union shall appoint a teacher from the school or centre 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.

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

For purposes of applying this clause, schools or centres shall signify all buildings in which the School Board organizes instruction.

3-5.03 The union delegate or, where applicable, her/his substitute, shall represent the Union in the school or centre where s/he performs her/his duties as delegate or substitute.

3-5.04 The Union shall inform the School Board and the school administration in writing, of the name(s) of the union delegate(s) and of her/his substitute(s), and this within fifteen (15) days of their appointment.

3-5.05 The union delegate or her/his substitute may in her/his 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 or centre, 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 or centre premises in accordance with Article 3-2.00, the Union delegate may invite one or more union representatives to the school or centre.

3-7.00 DEDUCTION OF UNION DUES OR THEIR EQUIVALENT

3-7.01 a) Before August 1st of each year, the Union shall notify the School Board in writing of the amount set as regular union dues for all categories of members 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) Sixty (60) days before it becomes deductible, the Union shall notify 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.
- c) Sixty (60) days before it becomes deductible, the Union shall notify the School Board in writing of the amount set as special union dues in accordance with the by-laws of the Union.

3-7.02

- a) When the School Board has received the notice provided for in Clause 3-7.01a), it shall deduct in equal amounts from each payment of the teacher's salary:
 - 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 3-7.01b), it shall increase accordingly each deduction referred to in Clause 3-7.01a) following the period of time provided for in Clause 3-7.01b) up to the last payment of the teacher's salary:
 - 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.
- c) When the School Board has received the notice provided for in Clause 3-7.01c), it shall deduct from the payment of the teacher's salary following the period of time provided for in Clause 3-7.01c):
 - i) the special union dues in the case of each teacher who is a member of the Union;
 - ii) the equivalent of the special union dues in the case of each teacher who is not a member of the Union.

3-7.03

In the case of a teacher who enters the service of the School Board after the beginning of the school year, the School Board shall deduct in equal amounts from each payment the balance of union dues remaining for that year.

3-7.04

The School Board shall, when it has received the notice provided for in Clause 3-7.01a), deduct from every pay cheque of hourly-paid Adult Education and Vocational Training teachers, as well as occasional substitutes and teachers-by-the-lesson:

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

In the case of these teachers, the provisions of Clause 3-7.02b) and 3-7.02c) shall apply mutatis mutandis.

3-7.05

By the twelfth day of each month, at the latest, the School Board shall forward to the Union and/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 3-7.04, together with a list of the persons assessed and the amount deducted for each.

4-0.00 METHODS, SUBJECTS, PROCEDURES OF PARTICIPATION OF TEACHERS OTHER THAN THE SUBJECTS (AND THEIR METHODS) NEGOTIATED AND AGREED UPON AT THE PROVINCIAL LEVEL

4-1.00 CONSULTATIVE SYSTEM

4-1.01 The goal of consultation at every level is to ensure that the best possible educational service is provided to the students of the School Board. It is recognized that teachers, as the persons most closely involved with teaching, have important input into the shaping of educational policies. To this end, the active involvement of teachers in the consultative systems shall be ensured as provided for in this Chapter. The result of this participation shall be taken into account in the relevant policies and decisions of the School Board and school administration.

4-1.02 All consultative bodies shall be consulted on the subjects for which the provisions of this Local Agreement stipulate that the school administration or the School Board is obligated to consult them.

4-1.03 Unless otherwise stipulated, consultative bodies shall operate on the basis of equal representation. All members shall have the right to a single vote. In the event of a tie vote, the chairperson has the right to a second vote.

The Labour Relations Committee shall operate under different rules as stipulated in Article 4-8.00.

4-1.04 The School Board or the school administration shall implement the decision of the consultative body when one of the provisions of the Local Agreement specifically grants a power of decision to this consultative body.

4-1.05 Each consultative committee and sub-committee must have a reasonable period of time in order to fulfill its obligations and to forward to the appropriate body its recommendations or notification of its inability to give a reply. This clause applies to the School Council, subject to the provisions of Clause 4-2.10.

4-1.06 Each committee may invite to a meeting, at no cost unless authorized by the School Board, any person to enlighten or inform the committee on a matter under deliberation.

4-1.07 Upon request, the School Board and the Union or their representatives shall provide, wherever possible, relevant data that is pertinent to the work of the committee concerned.

4-1.08 Whenever the School Board decides that it need not proceed with a recommendation of the consultative committees, a School Board representative shall be required to state the reasons for this refusal at the next meeting of the committee or submit them to the meeting in writing.

4-2.00 **SCHOOL COUNCIL**

- 4-2.01** 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. Decision-making shall be the exclusive responsibility of the school administration unless Clause 4-1.04 applies.
- 4-2.02** The School Council shall be elected in each school no later than September 30th of each school year and shall meet at least once a month between September and June inclusive.
- 4-2.03** The School Council may be dissolved during the school year only by a majority vote of the members of the school's teaching personnel.
- 4-2.04** The School Council shall be composed of members of the teaching personnel elected by their colleagues by secret ballot for the school year, and shall include the Union delegate. The number of the elected School Council members shall not be greater than eight (8) nor fewer than three (3).
- 4-2.05** The principal of the school, the vice-principal(s) of the school, or the persons named by the School Board to fill the function of school principal and vice-principal(s), shall be, by right, members of the School Council; however, the vice-principals shall be non-voting members of the School Council. Such persons, for the purpose contemplated by this clause, shall not be individuals covered by the Collective Agreement. If the principal is unable to attend, s/he may, on occasion, be represented by a vice-principal of the school.
- 4-2.06** If a member of the School Council resigns, the chairperson shall convene a meeting of the teaching staff within fifteen (15) calendar days to determine whether or not that member shall be replaced. If that person is replaced, s/he shall be elected by secret ballot.
- 4-2.07** The School Council must be consulted by the school administration on the manner of applying decisions of a pedagogical and disciplinary nature emanating from the School Board and those which the School Board may receive for implementation from the Comité de Gestion de la Taxe Scolaire de l'Île de Montréal, Ministère de l'éducation et l'enseignement supérieure (MEES) or its agents. In addition it must be consulted prior to any decision being made by the school administration that would establish or modify the pedagogical or disciplinary organization of the school.
- In particular the School Council shall act as the school-level participating body of teachers in the application of Appendix XXVI (Program designed to recognize value-added and to assist in the assignment, recruitment and retention of teachers).
- 4-2.08** Each year the School Council and the school administration shall meet in December in order to begin to plan the particular educational programme for the following school year in conformity with Clause 4-2.09 a), b), and c).

For this purpose, the school administration at the secondary level shall provide the School Council with a summary of the student course selection data when it is available.

4-2.09 The school administration shall consult the School Council on those items listed in Clauses 4-9.02 and 4-9.03 unless the teachers decide otherwise in accordance with Clause 4-9.01. In particular, the school administration must consult the School Council on:

- a) the determination of the educational objectives of the school in relation to the community which it serves and this on at least an annual basis;
- b) the school organization plan for the following school year, as per Article 8-10.00 of the Entente;
- c) the type of teachers needed to meet the educational objectives of the school;
- d) the general organization of student activities;
- e) the integration of teaching members new to the staff and particularly those who have not taught before;
- f) the acceptance and orientation of student teachers and the criteria for their distribution;
- g) the intent and application of school regulations;
- h) the application in the school of teaching methods, the criteria for evaluating students in their studies, and the policy on report cards;
- i) the organization and the evaluation for internal purposes of all Professional Days as well as calendar placement of those which are moveable;
- j) parent/teacher relations and liaison with the governing board;
- k) the distribution of the duties and responsibilities of the teachers in the school;
- l) the establishment of budgetary priorities in the school;
- m) the determination of the rotation schedule for emergency substitution in conformity with Clause 5-1.35 of the Local Agreement;
- n) the scheduling of possible secretarial and other human resource help in the school;
- o) the system of monitoring lates and absences;
- p) the purchase, use, and allocation of computers in the school in conformity with Article 10-12.00 of the Entente;
- q) the system for reporting absences of teachers, arranging for their substitution, and reporting their return to work.

4-2.10 The School Council must also study and express its opinion on any question within its terms of reference referred to it by a member of the teaching personnel of the school except where such a question is provided for by the individual teacher's right to recourse under the provisions of the Collective Agreement.

The School Council must approve any proposal made in accordance with Article 8-10.00. Any such proposal must then be submitted to the Labour Relations Committee for approval.

Furthermore the School Council must approve professional development activities for the teachers that are organized by the principal.

- 4-2.11** On those matters on which the school administration is obliged to consult the School Council according to the provisions of Clause 4-2.09, due notice of the inclusion of such items on the agenda shall be given to the School Council chairperson by the school administration; such notice to be five (5) work 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) work days stipulated in the first paragraph of this clause shall also be observed by the members of the teaching personnel.

- 4-2.12** The School Board and the Union agree that the collection, sale, or distribution of materials for a school fund-raising activity or to benefit outside, non-profit, or service organizations, shall be unacceptable unless such collection, sale, or distribution has received the prior approval of the School Council.

- 4-2.13** At the June meeting of the School Council, the school administration shall provide the per capita allocations and the global amounts available to the school for the following school year, in order to allow the School Council the opportunity to make recommendations regarding the proposed budget.

The school administration shall continue to provide budgetary information and updates on money expended throughout the school year, as well as any changes to the budget that may occur.

4-2.14 **OPERATION OF SCHOOL COUNCIL**

- a) At the first meeting, the School Council shall elect a chairperson and a secretary from among its members.
- b) The School Council shall adopt its rules of internal procedure. A majority of the members constitutes a quorum.
- c) In order to reach a decision, a majority of the members of the School Council present and voting shall be required.
- d) 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, the chairperson of the School Council must inform the school administration of a School Council member's intention to have such a person heard. The school administration must also inform the chairperson of the School Council of her/his intention to have such a person heard.

- e) The chairperson of the School Council, within five (5) work days of each meeting, must inform all members of the teaching personnel of the School Council's resolutions, and upon request, report to them on its deliberations.

4-2.15 Whenever the school administration decides that it need not proceed with the recommendations of the School Council, subject to the provisions of Clause 4-1.04, the school administration shall be required to state the reasons at the next meeting of the School Council or submit them to the meeting in writing.

4-3.00 **ALLOCATION OF RESOURCES COMMITTEE (ARC) (SPECIAL NEEDS COMMITTEE, SCHOOL LEVEL)**

4-3.01 A committee called the Allocation of Resources Committee (ARC), composed of teachers and of the school administration, shall be set up in each school. The committee's mandate as specified in Clause 8-9.05 of the Entente, shall be:

- a) taking into account the criteria defined by the Special Education Committee (SEC) set up under Clause 8-9.04, to identify the specialized and financial resources that it deems necessary for the following school year intended for students with special needs and as support for teachers;
- b) for the following school year, to inform the SEC, no later than April 1st or at another date that the SEC determines, of the resources prescribed in the preceding sub-clause;
- c) to distribute the resources allocated to the school under Clause 8-9.04 as well as the additional services to be determined during the year and to define the conditions of access to services including, where applicable, the possibility of setting up provisional services before a decision is made under sub-clause a) of Clause 8-9.07;
- d) to periodically assess the effectiveness of the conditions facilitating access to the services in place;
- e) to report to the SEC on the allocation of resources agreed to under the preceding sub-clause c).

In carrying out its mandate, the committee shall take into account the recommendations formulated by the other categories of personnel in the school. Also, in the context of the application of sub-clauses a) and c), it shall take into account, where applicable, the school organization plan established under Article 8-10.00. The committee may call upon a member of the professional or support staff working regularly with at-risk students or students with handicaps, social maladjustments or learning difficulties to take part in the discussions.

4-3.02 The ARC shall be elected in each school no later than September 30th of each school year.

4-3.03 The ARC shall be composed of members of the teaching personnel elected by their colleagues by secret ballot for the school year. The number of the elected ARC members shall not be greater than eight (8) nor fewer than three (3).

4-3.04 The principal of the school shall be, by right, a voting member of the ARC. In schools where there is a vice-principal, s/he may also serve as a voting member of the ARC. Such a

person, for the purpose contemplated by this clause, shall not be someone covered by the Collective Agreement.

- 4-3.05** If a member of the ARC resigns, the chairperson shall convene a meeting of the teaching staff within fifteen (15) calendar days to determine whether or not that member shall be replaced. If that person is replaced, s/he shall be elected by secret ballot.

4-3.06

OPERATION OF THE ARC

- a) At the first meeting, the ARC shall elect a chairperson and a secretary from among its members.
- b) The ARC shall adopt its rules of internal procedure. A majority of the members constitutes a quorum.
- c) In order to reach a decision, a majority of the members of the ARC present and voting shall be required.
- d) Whenever any matter is under consideration, the ARC shall hear during its meetings, at no cost to the School Board, any person whom the school administration or a member of the ARC wishes to be heard as a resource person.
- e) However, the chairperson of the ARC must inform the school administration of an ARC member's intention to have such a person heard. The school administration must also inform the chairperson of the ARC of her/his intention to have such a person heard.
- f) The chairperson of the ARC must inform all members of the teaching personnel of the ARC's resolutions within five (5) work days of each meeting, and, upon request, report to them on its deliberations at the next regular staff meeting.

4-4.00 **CONSULTATION AT THE SCHOOL BOARD LEVEL**

- 4-4.01** The members of the teaching personnel will be given the opportunity to contribute to the development of educational policies of the School Board, and to the development of general rules for implementing the said policies, by their involvement in the formation and operation of one or more consultative committees.

- 4-4.02** For purposes of the above clause, the following are the consultative committees at the School Board level:

- a) The Educational Policies Committee (EPC), which will be composed of fourteen (14) members, made up of equal School Board and Union representation, with two (2) representatives from the Adult Education sector, and two (2) representatives from the Vocational Training sector;
 - i) the EP Sub-committee (Adult Education Sector) which will be composed of the Regional Director of the Adult Education and Vocational Sector, the President

of the Union, four (4) additional representatives of the School Board and four (4) additional representatives of the Union;

ii) the EP Sub-committee (Vocational Training Sector) which will be composed of the Regional Director of the Adult Education and Vocational Sector, the President of the Union, four (4) additional representatives of the School Board and four (4) additional representatives of the Union.

- b) the Professional Improvement Committee (PIC), in conformity with Chapter 7-0.00 of the Entente, and its sub-committee, Support Our Rookie Teachers (SORT);
- c) the Special Education Committee (SEC), in conformity with Clause 8-9.04 of the Entente;
- d) the Labour Relations Committee (LRC), and its subcommittee, the Value-Added Committee (VAC).

These bodies shall act independently according to the specific provisions of the Local Agreement. These committees may form other sub-committees as the need arises, with a mandate for one (1) year, renewable if the permanent committee so decides.

4-4.03 With the exception of the Labour Relations Committee, the committees and sub-committees listed in Clause 4-4.02 shall meet between 1:00 p.m. and 6:00 p.m. The School Board shall accept a charge for the equivalent of sixty (60) full days of substitution for each year of the Entente to release teachers to attend meetings of these committees.

4-4.04 When authorized by the School Board, a senior administrative officer shall, by indicating her/his wish to the chairperson of the committee or sub-committee concerned, become ex-officio a non-voting member of any participatory body formed at the School Board level in accordance with the provisions of this Chapter.

The President of the Union or her/his delegated representative shall, by indicating her/his wish to the chairperson of the committee or sub-committee concerned, become ex-officio a non-voting member of any participatory body formed at the School Board level in accordance with the provisions of this Chapter.

4-4.05 **FORMATION AND OPERATION OF THE CONSULTATIVE COMMITTEES REFERRED TO IN CLAUSE 4-4.02**

These committees, with the exception of the Labour Relations Committee, shall meet at least once a calendar month between September 1st and June 30th of each school year. They shall be consultative committees composed of ten (10) members, made up of equal School Board and Union representation, with the exception of EPC as already outlined in Clause 4-4.02 a).

Meetings of the Labour Relations Committee shall take place at the convenience of the members concerned, at least once every four (4) weeks. The size of the membership of this committee shall be agreed upon between the School Board and the Union, and all other rules of operation that apply to the other consultative committees may not necessarily apply to this committee.

4-4.06 The chairperson and the secretary of each of the consultative committees shall be appointed annually on a rotating basis. In any given year, one position shall be filled from the School Board delegation and the other position from that of the Union.

For the 2017-2018 school year, the chairperson of the PIC, EPC and SEC shall be appointed by the School Board.

4-4.07 Should any member of a consultative committee be absent, an alternate may be named to vote in her/his place.

4-4.08 a) All members of each consultative committees, including the chairperson and the secretary, shall be voting members.

b) A majority of the committee members constitutes a quorum.

c) To approve a recommendation, a majority of those voting is required.

4-5.00 **EDUCATIONAL POLICIES COMMITTEE**

4-5.01 The agenda of the Educational Policies Committee 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. The chairperson shall be responsible for circulating meeting notices and agendas and the secretary shall be responsible for the circulation of minutes.

4-5.02 The chairperson or her/his delegate, and the secretary or her/his delegate, may attend the meeting or meetings of the appropriate School Board Committee and/or the School Board to present and speak to any report passed by the Educational Policies Committee.

4-5.03 In the interests of better communication between the different levels of participation, the provisions of Clause 4-5.02 shall apply to all sub-committees reporting to the Educational Policies Committee.

4-5.04 Two (2) commissioners named by the School Board and two (2) parents named by the Central Parents Committee, either on a rotating or a permanent basis, may attend meetings of the Educational Policies Committee as observers.

4-5.05 The Educational Policies Committee must be consulted on the following subjects:

a) new teaching methods and how to implement them;

b) allocation of the resources for the training of teachers in these new methods;

c) evaluation and examination of students in their studies;

d) introduction of new courses;

e) selection of instructional materials and textbooks as well as the terms and conditions of their implementation;

- f) educational research and experimentation;
- g) introduction of new pedagogical services to the School Board and the evaluation of such services;
- h) use of computers in teaching as such, as well as in the fulfillment of the general duties of a teacher;
- i) changes in the report cards;
- j) the timetable;
- k) educational services in economically-disadvantaged areas;
- l) organization and evaluation for internal purposes of all Regional and Board-wide Professional Days.
- m) Any recommendation of the EP Sub-Committees (Adult Education and Vocational Training Sectors);

The Union has the right to place on the agenda of a meeting of the Educational Policies Committee any of the matters listed in a) to m) above.

If requested to do so by the School Board, the Educational Policies Committee must pronounce itself on any of the matters listed in paragraphs a) to m) above within ten (10) work days of the receipt of such request.

4-5.06 The Educational Policies Committee may choose to develop recommendations to guide the schools in the preparation and implementation of proposals related to any of the items listed in Clauses 4-9.02 and 4-9.03. These guidelines would, amongst other things, set forth matters that the individual school should consider in order to limit potentially negative impacts of divergent operations and procedures among the schools of the School Board.

4-5.07 Two (2) or more members of the Educational Policies Committee may present a minority report within fifteen (15) calendar days of the approval of the majority report, provided they so notify the chairperson of the Educational Policies Committee at the meeting at which the vote on the recommendation took place.

To this end, one of them shall have the same rights as the chairperson and the secretary and shall be responsible for the submission of such a report to the chairperson of the Educational Policies Committee for presentation to the School Board. Both the majority and minority reports shall be submitted to the School Board at the same time.

4-5.08 The Educational Policies Committee shall study any other matter submitted to it by mutual agreement of the Union and the School Board.

4-5.09 **EDUCATION POLICIES SUB-COMMITTEES**

The mandate given by the EPC to the EP sub-committees is to discuss and report on global issues in the Adult Education and Vocational Training Sectors in accordance with article 4-4.00 of the local agreement.

The chairpersons of the sub-committees shall be appointed annually on a rotating basis. For the 2017-2018 school year, the chairperson of the EP sub-committees (both Adult Education and Vocational Training Sectors) shall be appointed by the School Board.

All members of the EP sub-committees shall be voting members. A majority of the sub-committees members present at the meeting constitutes a quorum. The EP sub-committee shall meet on at least four occasions during any given school year, commencing in 2017-2018.

4-6.00 PROFESSIONAL IMPROVEMENT COMMITTEE

4-6.01 The agenda of the Professional Improvement Committee shall be prepared jointly by the chairperson and the secretary.

4-6.02 The School Board shall provide the Union with a copy of the audited statement of the income and expenditures in the Professional Improvement Committee account as of June 30th and this by October 30th of each year for the preceding school year.

4-6.03 The Professional Improvement Committee shall each year prepare an analysis of the needs of the milieu. Such analysis shall take into account the needs of the milieu as perceived by both the School Board and the teachers.

4-6.04 The Professional Improvement Committee shall prepare a budget to reflect the needs of the milieu identified in accordance with Clause 4-6.03.

4-6.05 The Committee shall then select from the applicants the individuals and groups of teachers who shall benefit from the use of professional improvement funds.

4-6.06 The Professional Improvement Committee shall be entitled to allocate funds for the following purposes:

- a) credit courses, and graduation for degree programmes;
- b) non-credit courses;
- c) collective projects which are comprised of activities to be carried out by groups of teachers including activities for Professional Days;
- d) school/centre projects;
- e) conferences, seminars, conventions, pedagogical study sessions and workshops organized by outside organizations;
- f) funds intended for teachers working with multi-grade classes, as per Appendix 25 of the Entente.

4-6.07 Each year, the PIC shall prepare an information booklet that shall be distributed by the School Board on the basis of one for every school/centre at the beginning of the school

year. In addition the School Board shall post the information booklet and the application form on the EMSB portal. The application form will be available to print.

4-6.08 Subsidies for credit courses shall be paid upon presentation of proof of successful completion of the courses.

4-7.00 **SPECIAL EDUCATION COMMITTEE**

4-7.01 In conformity with Clause 8-9.12 of the Entente, the Special Education Committee shall fulfill the mandate specified in Clause 8-9.04 of the Entente as follows:

- a) to give its view on the Policy on the Organization of Educational Services for Students with Handicaps, Social Maladjustments or Learning Disabilities, and to make recommendations concerning the implementation of the policy, and the methods for integrating students into regular groups, as well as the support services required for the students' integration;
- b) to give its view on the services to be offered at the School Board level;
- c) to verify all the resources available under Clause 8-9.03;
- d) to determine the criteria for the allocation of resources to schools according to the policy in effect at the School Board;
- e) to analyze requests from schools in relation to the allocation criteria established;
- f) based on the total available resources allocated under Clause 8-9.03 to recommend to the School Board:
 - i) the allocation of resources to the schools;
 - ii) the portion of resources to be allocated as compensation due as a result of the weighting prescribed in Clause 8-9.09;
 - iii) the reserve to be maintained for additional services that will be determined during the following year under Clause 8-9.07;
- g) to receive and study the reports prepared under sub-clause e) of Clause 8-9.05 and to make the recommendation it deems appropriate.

4-7.02 The agenda of the Special Education Committee shall be prepared jointly by the chairperson and the secretary.

4-7.03 The chairperson or her/his delegate, and the secretary or her/his delegate, may attend the meeting or meetings of the appropriate School Board Committee.

4-7.04 The Special Education Committee shall study any other matter submitted to it by mutual agreement of the Union and the School Board.

4-8.00 LABOUR RELATIONS COMMITTEE

- 4-8.01** 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.
- 4-8.02** 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 will be forwarded to the School Board representatives at least two (2) working days prior to the meeting, in order that the School Board representatives may prepare any necessary responses, documentation, etc.
- 4-8.03** The School Board and the Union agree that meetings of the Labour Relations Committee shall take place at the convenience of both parties; however, these meetings shall occur at least once every four (4) weeks.
- 4-8.04** In particular the Labour Relations Committee shall receive information about school organization that is available for verification during the first week of April.
- Modified school organizational plans will be made available for verification by May 31st.
- 4-8.05** The Labour Relations Committee shall act as the Board-level participating body of teachers with respect to Appendix XXVI (Program designed to recognize value-added and to assist in the assignment, recruitment and retention of teachers).
- 4-8.06** The School Board agrees to attempt to find answers and resolve outstanding concerns in an expeditious manner.

4-9.00 CONSULTATION ACCORDING TO THE EDUCATION ACT

- 4-9.01** Unless the teachers of the School Board decide otherwise, at a meeting called in accordance with sections 77, 89, 96.15 or 110.12 of the Education Act, the procedure for their participation in the development of the proposals concerning the items listed in Clauses 4-9.02 and 4-9.03 shall be deemed to be through the consultation of the School Council. Whenever an item is listed in this article and also in Articles 4-2.00 and 4-5.00, the provisions of this article shall prevail as long as the item of consultation is included in the Education Act (R.S.Q.c. I-13.3).
- 4-9.02** Items calling for the participation of teachers only:
- a) the overall approach for the enrichment or adaptation of the objectives and contents of the programme of studies and for the development of local programmes of studies to meet the specific needs of the students (85);
 - b) the time allocation for each compulsory and elective subject (86);
 - c) the implementation of the programme of studies of the centre (110.2 (2));

- d) the local programmes of studies to meet the specific needs of the students (96.15 (1));
- e) the criteria for the introduction of new instructional methods (96.15(2) and 110.12(1));
- f) the textbooks and instructional material required for teaching the programme of studies (96.15 (3) and 110.12 (2));
- g) the standards and procedures for the evaluation of student achievement (96.15 (4) and 110.12 (3));

The numbers in the brackets refer to the sections of the Education Act (R.S.Q.c. I-13.3) as in force on September 26th, 2006.

4-9.03

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

- a) the student supervision policy (75);
- b) the rules of conduct and safety measures (76);
- c) the approach for the implementation of the Basic School Regulation (84 and 110.2 (1));
- d) the programming of educational activities entailing changes in the arrival and departure times or requiring the students to leave school premises (87);
- e) an approach for the implementation of students' services and special educational services programmes (88);
- f) the rules governing the placement of students and their promotion from one cycle to another at the elementary level (96.15 (5));
- g) the needs of the school with respect to each staff category and the professional development needs of the staff (96.20 and 110.13);
- h) the implementation of the programmes relating to students' services and popular education (110.2 (3));
- i) the operating rules of the centre (110.2 (4));

The numbers in the brackets refer to the sections of the Education Act (R.S.Q.c. I-13.3) as in force on September 1, 2017.

4-9.04

The prior consultation of teachers required by sections 244 and 254 of the Education Act shall take place through the appropriate consultative bodies as indicated hereafter:

- a) The Educational Policies Committee alone shall be consulted on the following items:
 - i) the implementation of the Basic School Regulation; the exemption of a student from the application of a provision thereof or the departure from a provision thereof in order to carry out a special school project (222, 246);

- ii) the implementation of the programme of studies, the exemption of a student from a subject prescribed by the Basic School Regulation or the replacement of a programme of studies by a local programme of studies (222.1);
- iii) the programme for each student service and special educational service contemplated in the Basic School Regulation (224);
- iv) the internal examinations imposed by the School Board at the end of each elementary cycle and at the end of the first secondary cycle (231);
- v) the rules governing the promotion from elementary school to secondary school and from the first cycle to the second cycle of the secondary level (233);
- vi) the internal examinations in the subjects taught in a Vocational Training or Adult Education Centre, in which no examination is imposed by the Minister, and for which credits are compulsory (249).

Whenever a particular item in the preceding paragraphs solely concerns handicapped students or students with learning disabilities or social maladjustments, the Special Education Committee (SEC) shall replace the EPC.

- b) Both the School Council and the Educational Policies Committee shall be consulted on the following items:
 - i) the programmes of studies leading to an occupation or profession in addition to the Vocational Training programmes which the School Board is authorized to organize (223, 246.1);
 - ii) the determination of the educational services to be provided by the schools (236, 251);
 - iii) the enrolment criteria for each school (239);
 - iv) the establishment of a special project school and its enrolment criteria (240);
 - v) any periodical evaluation conducted by the Minister (243, 253);
 - vi) the programme for each student service and popular education service in the Vocational Training and Adult Education centres (247);
 - vii) the reception and referral services relating to Vocational Training or Adult Education (250).
- c) The Special Education Committee shall be consulted on the following items:
 - i) the adaptation of the educational services according to the needs and in keeping with the abilities of these students (234);
 - ii) the policy concerning the organization of the educational services for these students (235);

iii) any items to which the second paragraph of sub-clause a) applies.

The numbers in the brackets refer to the sections of the Education Act (R.S.Q.c. I-13.3) as in force on September 1, 2017.

5-0.00 CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS

5-1.00 ENGAGEMENT

SECTION B PROVISIONS DEALING WITH PRIORITY OF EMPLOYMENT LISTS FOR THE PURPOSES OF AWARDING CONTRACTS (SUBJECT TO SECURITY OF EMPLOYMENT, PRIORITIES OF EMPLOYMENT, AND ACQUISITION OF TENURE).

PART II PROVISIONS DEALING WITH PRIORITY OF EMPLOYMENT LISTS SUBJECT TO THE PRINCIPLES OUTLINED IN PART I

5-1.15 The priority of employment list that exists by virtue of Clauses 5-1.10.102 to 5-1.10.113 inclusive of the 2007-2010 Local Agreement shall continue to exist by virtue of this article.

5-1.16 As of June 15th of each year, the School Board shall update the priority of employment list for the purpose of granting contracts in the Youth sector and shall forward a copy thereof to the Union on that same date.

5-1.17 Exceptionally, for the 2017-2018 school year, teachers who were covered by 2012-2015 local agreement, and who have met the qualifications to be placed on the recall list effective June 15, 2017, will have their names included on the 2017-2018 recall list accordingly. Teachers who have met the qualifications in either 2015-2016 or 2016-2017 to have completed one year of work towards the recall list, shall be credited this year when the 2018-2019 recall list is revised.

In carrying out the update of the list in Clause 5-1.16, the School Board shall proceed in the following manner:

a) It shall add to the priority list, the names and seniority of legally qualified teachers (as defined in clause 1-1.34 of the Entente) who obtained at least two (2) contracts of a duration not less than the equivalent of 100 days per year, during at least two (2) of the three (3) last school years, and has received at least two (2) satisfactory evaluations in two different school years within the last three (3) years.

b) It shall not add the names of those teachers who have demonstrated unsatisfactory performance in the fulfillment of their duties and have been so informed by the school administration.

In order to determine this, the School Board must carry out an evaluation over a reasonable period of time. The teacher must be informed of her/his progress orally or in writing. The teacher must be given her/his evaluation of unsatisfactory performance in writing.

c) Teachers who have already acquired rights to be on the recall list who have demonstrated unsatisfactory performance in the fulfillment of their duties may be removed from their assignment and/or excluded from the list as follows:

i) Teachers who have accumulated fewer than two (2) years on the recall list may be removed from their assignment and/or excluded from the list providing that the School Board has carried out an evaluation over a reasonable period of time. The teacher must be

informed of her/his progress in writing. The teacher must be given her/his evaluation of unsatisfactory performance in writing.

ii) Teachers who have accumulated two (2) or more years on the recall list may be removed from their assignment and/or excluded from the list providing the procedures for teacher evaluation have been followed and that the teacher has received an evaluation of unsatisfactory performance.

d) For all others, it shall add the seniority acquired by each teacher during the school year based on the contract(s) s/he has carried out, including the seniority between June 15th and June 30th of that school year.

e) It shall include those teachers whose names were entered on the priority of employment list, who obtained a full-time contract, who were non-reengaged because of surplus, who are no longer eligible for a full-time contract as provided for in paragraph a) of Clause 5-3.35, and who remain eligible to be on the priority of employment list.

5-1.18 The names of eligible teachers shall be entered on the priority of employment list by order of seniority as established in accordance with Clause 5-2.05.

a) A teacher's name will be entered on the recall list in the category for which he/she is qualified to teach as determined by their diploma or their most recent workload.

b) At the request of the Board, the teacher shall decide by May 1st, the category in which his or her name is to be placed on the recall list. If a teacher fails to indicate a category, the teacher's name will be placed in the category that reflects their most recent workload (providing they meet the qualification requirements).

c) A teacher may identify up to two (2) additional categories for which she/he has completed a minimum fifteen (15) university credits in a specific discipline.

d) When a new category is added to a teacher's file, the teacher may substitute this new category for one of the two (2) additional categories on the recall list.

e) In order to be placed in a French or bilingual generalist category, or on assignment where the teacher is required to teach subjects in a language other than their language of instruction, a teacher must have passed a French or English test as required, and recognized by the School Board.

5-1.19 The School Board shall grant a teacher on the recall list, upon written request, a leave of absence without pay for a period normally not exceeding one (1) year for the following reasons:

a) following the death of the teacher's spouse, child, parent or other person domiciled in the home of the teacher at the time of death;

b) in case of the extended illness of the teacher;

c) in case of distressful family circumstances such as serious illness of spouse, child, parent or other person domiciled in the teacher's home;

- d) in order to take 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.

5-1.20 The School Board may grant a teacher on the recall list, upon written request, a leave of absence without pay for a period normally not exceeding one (1) year for any other reason deemed valid by the School Board.

5-1.21 The School Board must respond in writing to every leave of absence request within thirty-five (35) days of receipt of the teacher's request for such leave.

5-1.22 Leaves of absence may be renewed by the School Board if the teacher so requests in writing before March 1st.

5-1.23 A teacher's name may be removed from the priority of employment list for one of the following reasons:

- a) Has not been granted a contract during the last two (2) school years except in the case of:

- i. a disability within the meaning of the agreement;
- ii. a maternity (including maternity extension), paternity, or parental leave covered by the Act respecting labour standards;
- iii. a full-time position with the MTA or QPAT
- iv. death of a teacher's spouse, child, parent or person domiciled in teacher's home.
- v. or any other reason agreed to by the School Board and the Union

- b) leaving the school board during the course of an assignment.

- c) a teacher's name may be removed from the priority list for the school year for the following reasons:

- i. a teacher has refused an assignment of at least 75% for the school year, for the third time in a given school year.
- ii. leaving a school during the course of an assignment

In the case of a teacher refusing a post of at least 75% for the school year, for the third time in a given school year, the School Board shall not have the obligation to offer the teacher any other post for that same school year. The teacher's name will be considered to be added to the next revised recall list, i.e, June 15th.

5-1.24 The School Board shall hire teachers according to the following modalities:

- a) By June 15th of each school year, the School Board shall prepare a list of staffing needs remaining to be met for the following school year, giving the pertinent information related to each post. The list shall include the school, the percentage of the post if not 100%, the scheduling of it, the category, subject matter and/or grade

level, etc. Any 100% post will also indicate whether it is an "open" post leading to a regular contract. This list of staffing needs shall be sent to the Union on that same date.

- b) By June 15th of each school year, the School Board shall invite the teachers on the priority of employment list to the relevant placement meeting(s) giving the pertinent information of time, date and location, along with a brief explanation of the process to be followed.
- c) Before June 30th the School Board shall schedule two (2) placement meetings, one for posts available in high schools and one for posts available in elementary schools, other than those for English elementary homeroom teachers.
- d) At the placement meetings the School Board shall offer posts to teachers according to the following modalities:

The Board will respect the requirement that teachers with two years or more seniority are entitled to available vacant posts leading to regular contracts, in keeping with the following:

- i) Proceeding by position on the recall list in descending order of seniority, each teacher shall indicate the post(s) of her/his choice, within the categories attached to the teacher's name on the recall list.
- ii) The School Board shall accord the post(s) as chosen by the teacher, taking into account the category and the teacher's seniority and qualifications.

The Board will respect the requirement that teachers with two years or more seniority are entitled to available vacant posts leading to regular contracts;

- iii) Should a teacher be unable to attend the placement meeting s/he must complete a written proxy and designate a person who shall act in her/his stead. This person may be the union delegate or Human Resources. Failure to attend the meeting or to provide a proxy will be considered a refusal of a post
 - iv) Should a teacher pass on a position which is greater than 75% for the school year, and for which she/he is qualified according to their category choice, this will count as a refusal within the meaning of clause 5-1.23. In such cases the School Board shall continue to offer post(s) to these teachers as they become available, respecting the principle that those teachers with higher seniority shall be offered posts of 100% before those with lower seniority, and that posts with a higher percentage shall be offered to those with higher seniority.
- e) If there are posts remaining after the placement meetings, the School Board may give consideration to legally qualified teachers (as defined in clause 1-1.34 of the Entente) who have had one (1) contract of a duration not less than the equivalent of 100 days per year, within the last two (2) school years and whose performance has been deemed satisfactory by the School Board.
 - f) The School Board shall provide the Union with the list of assignments made in accordance with this article in the first full week of July, and shall continue to update the Union as changes and additions occur throughout the year.

- g) No later than July 15th of each school year the School Board shall notify each English elementary homeroom teacher, as well as all the unplaced teachers on the priority of employment list, of the date of a placement meeting to be held in August, prior to the beginning of the work year.
- h) At the August placement meeting the School Board shall follow the same procedures as outlined in d) (above).
- i) Should additional posts become available following the placement meetings the School Board shall offer the post(s) to the teacher highest in seniority on the recall list who is qualified for the post(s) and does not yet have a post.
- j) Should a teacher renounce a position prior to the first day of work it will count as a refusal of a post. Should the teacher renounce a post as of the first day of work, the teacher's name will be removed from the priority list and will not be called for assignments for the duration of the school year.
- k) Should a position for which a full-time regular contract be issued, become available after the placement meetings have taken place, and prior to the start of the school year, the regular contract will be offered to the teacher on the priority list who is entitled, based on seniority and category. The teacher will be transferred to that post.
- l) a position for which a full-time regular contract be issued, become available after the placement meetings have taken place, and after the start of the school year, the regular contract will be offered to the teacher on the priority list who is entitled based on seniority and category, in accordance with the following:
 - i. The category of the new regular contract has been assigned by the recall teacher as their category as determined in 5-1.18 (b) for the purposes of the recall list.
 - ii. If the teacher had not yet been assigned a post, the teacher will be assigned the regular post immediately.
 - iii. If the teacher has already been assigned for the school year, such assignment must be at 100% for the entire school year. In this case, the teacher will not be transferred to the new post, but his/her name will be attached to the school for the duration of the school year, and will be considered a member of that school's staff for staffing purposes for the following school year.

5-1.25 If, in the application of clause 5-1.24, there is a lack of clarity about how to proceed, the School Board and the Union agree to meet to work out an appropriate resolution to any problems that may exist.

5-1.26 The teacher whose name appears on the priority of employment list and who is granted a regular teaching contract shall retain a priority of employment for a replacement contract s/he is non-reengaged because of surplus, for as long as her/his name remains entered on the list of non-reengaged teachers as provided for in paragraph a) of Clause 5-3.35.

**SECTION C ENGAGEMENT (SUBJECT TO SECURITY OF EMPLOYMENT,
PRIORITIES OF EMPLOYMENT AND ACQUISITION OF TENURE)**

- 5-1.27** Engagement shall be the responsibility of the School Board.
- 5-1.28** Every candidate who wishes to offer her/his services to the School Board as a teacher must:
- a) submit a letter of application and resumé to the School Board;
 - b) indicate the degrees, certificates and diplomas as well as the experience which s/he claims to have, and undertake to provide proof thereof to the School Board when the latter so requests in order to decide to offer her/him employment;
 - c) provide all the information required by the School Board and undertake to provide proof thereof when the latter so requests in order to decide to offer her/him employment;
 - d) indicate the type of contract of engagement for which s/he wishes to apply.
- 5-1.29** Every teacher who is engaged by the School Board must,
- a) provide proof of her/his qualifications and experience;
 - b) produce in writing any other information and certificates required following the application for employment;
 - c) submit to a verification of judicial record as per Bill 106.
- The above should normally be provided within 60 days of engagement:
- 5-1.30** Any false declaration intentionally made to fraudulently obtain a contract of engagement, or any personal omission to conform with the provisions of Clauses 5-1.28 or 5-1.29 when it is possible to do so, shall constitute grounds for canceling the contract by the School Board.
- 5-1.31** The teacher shall be required to inform the School Board in writing, as soon as possible, of any change of address.
- 5-1.32** At the time of the engagement of a teacher under contract, the School Board shall provide the teacher with:
- a) an application form for membership in the Union in accordance with Annex C;
 - b) application forms for participation in the insurance plans or for exemption, if need be;
 - c) information regarding access to the collective agreement on line.
- 5-1.33** The School Board shall provide a copy of the teacher's letter of engagement to the teacher when completed, or no later than fifty (50) work days from the first work day, as well as a copy to the Union at the same time. In the case of a contract obtained under the second paragraph of Clause 5-1.08, the time limit shall begin as of the 41st work day.

**SECTION D CONSEQUENCE OF REFUSING A REGULAR TEACHING POSITION
ASSIGNED IN ACCORDANCE WITH SUB-PARAGRAPH i) OF CLAUSE 5-3.36**

5-1.34 In the case of a teacher refusing a regular teaching position for a given school year, the School Board shall not have the obligation to offer the teacher any other regular post for that same school year.

5-1.35 In the case of a teacher's absence, the replacement shall be carried out 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) 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 School Council, shall establish an emergency system among the teachers in the school in order to permit the smooth operation of the school. It shall ensure each teacher in the school that s/he will be treated equitably by the distribution of substitution within the emergency system.

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

5-3.09.100 THE CRITERIA AND PROCEDURES OF COMPULSORY TRANSFERS DUE TO SCHOOL CLOSURES OR PARTIAL SCHOOL CLOSURES (LOCAL ARRANGEMENT)

5-3.09.101 In conformity with the provisions of Clause 10-11.01, the School Board and the Union hereby agree that Clause 5-3.09 paragraphs a) to d) shall be replaced, for all legal purposes by Clause 5-3.09.102 a) to k).

5-3.09.102 The following provisions shall apply in the cases where schools are to be closed or partially closed:

- a) A "receiving school" for a school closure shall be defined as one for which a minimum of ten percent (10%) of the total closing school population pre-registers.
- b) The closing school population shall be defined as the total number of students in the closing school as of February 1st, excluding the graduating class.
- c) The students in the school to be closed shall, prior to February 15th, complete a pre-registration form provided by the School Board to determine school preference for the following year. This survey shall determine the application of steps a) and f). The school administration shall provide access to the completed forms to the School Council.

- d) The results of each survey required in conformity with step c) shall be submitted to the Union upon completion.
- e) A number of teachers, to be determined in conformity with step f), shall be entitled to be considered as part of the staff of a receiving school for purposes of the application of Articles 5-3.00 and 5-21.00.
- f) The number of teachers referred to in step e) shall, for each receiving school, be a percentage of the number of teachers in the closing school on February 1st, taking into account the assigned ratio of the school concerned.
- g) The teachers who wish to be considered as part of the staff of a receiving school(s) shall so indicate to the school administration of the closing school on a form provided by the School Board.

The school administration shall then select the teachers to be so considered from among the teachers in the closing school respecting seniority.

Such selection shall be completed by March 1st and a list of teachers so selected shall be posted by the school administration in the staff room.

- h) Should less than the number of teachers resulting from the application of step f) indicate their wish to be considered as part of the staff of a receiving school, such a lower number shall replace the number foreseen by the application of step f). These teachers shall be considered as part of the staff of the receiving school selected.
- i) Those teachers who cannot be placed in a receiving school, or who prefer to transfer to another school, shall be declared excess according to the procedures outlined in Article 5-21.00.
- j) A partial school closure shall be defined as one in which a programme or partial programme or grade level is closed and moved to another school or schools.
- k) The provisions of step a) through i) shall apply mutatis mutandis for the purposes of partial school closure.

5.3.24.100 PRESENCE OF TEACHERS ON AVAILABILITY (LOCAL ARRANGEMENT)

5-3.24.101 In conformity with the provisions of Clause 10-11.01, the School Board and the Union hereby agree that Clause 5-3.24, paragraph d) shall be replaced, for all legal purposes, by Clauses 5-3.24.102 and 5-3.24.103.

5-3.24.102 For the first one hundred and eighty (180) work days of each school year, the teacher on availability shall be obliged to be present on a full-time basis.

5-3.24.103 Notwithstanding the above, the teacher on availability referred to in Clause 5-3.24 b) i) shall be obliged to be present on a full-time basis for the first one hundred and seventy (170) work days of the school year and the teacher on availability referred to in Clause 5-3.24 b) ii) shall be obliged to be present on a full-time basis for the first one hundred and sixty (160) work days of the school year.

5-5.05.100

PROMOTION (LOCAL ARRANGEMENT)

5-5.05.101 In conformity with the provisions of Clause 10-11.01, the School Board and the Union hereby agree that Clauses 5-5.05.102 to 5-5.05.106 shall be added.

5-5.05.102 After consultation with the Union, the School Board shall establish the particular characteristics as well as the criteria of eligibility for the positions of Staff Assistant, Head Teacher, and Department Head.

5-5.05.103 In all cases where the School Board intends to fill a position of Staff Assistant or Head Teacher, it shall proceed in the following manner:

During the teacher's work year, the School Board shall post in the schools which it administers a notice containing:

- a) a brief description of the particular characteristics of the type of position, and any benefits connected with it;
- b) a listing of the criteria of eligibility for the type of position;
- c) an invitation to apply in writing for the said type of position within a specific period of time which shall not be less than fifteen (15) days.

5-5.05.104 For the purposes of applying Articles 8-12.00 and 8-13.00 to teachers in the Vocational Training sector, a teacher will be assigned up to a maximum of 50% of her/his workload to perform coordinating functions.

The assignment pertaining to the coordinating functions within the EMSB's Vocational Training Sector will be posted as required by the Human Resources Department and will include a complete description of the coordinating functions to be performed.

5-5.05.105 The School Board shall be bound to abide by the criteria established in Clause 5-5.05.102.

5-5.05.106 Failure to ask for a promotion, or the fact of refusing it, shall in no way affect the possibility for the teacher concerned of reapplying for any promotion at a later date and of being 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) work days, unless there is an agreement to the contrary between the School Board and the Union.

Notwithstanding the above, the School Board may exceptionally enforce a compulsory transfer to address a serious disciplinary issue. Such a transfer would only be used at the

discretion of the Human Resources Department of the School Board. Prior to exercising this option, the Human Resources Department shall first make a determination that providing the opportunity for the teacher to work in a new environment can be justified as being both necessary and desirable. In such a case, compulsory transfer may be used to replace another serious disciplinary measure.

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 written warning on the same subject or a similar subject.

5-6.04 A letter of warning, reprimand, suspension or compulsory transfer 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.

In the case of a compulsory transfer, the teacher will be informed in writing of the reasons for the transfer and the effective date of the transfer.

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, suspension or the notice of compulsory transfer 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 s/he 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 her/himself at the disciplinary meeting, the countersigned letter shall be sent to the teacher in question by registered or certified mail, by fax, or delivered by hand or bailiff.

SECTION B PERSONAL FILE

5-6.09 Only a disciplinary letter countersigned under Clause 5-6.07 may be placed in the teacher's personal file.

- 5-6.10** Within fifteen (15) work days of receiving a letter of warning, reprimand, suspension or notice of compulsory transfer, the teacher may make written comments s/he feels are relevant to the disciplinary measure and have the comments entered in her/his personal file.
- 5-6.11** Every letter of warning placed in the teacher's personal file shall become null and void one hundred (100) work days 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) work days 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 or discipline letter notifying the teacher of a compulsory transfer placed in the teacher's personal file shall be withdrawn from the said file three hundred (300) work days after the beginning of the suspension or effective date of the transfer¹ 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 work days or leave. A parental leave or a leave caused by circumstances beyond the teacher's control shall be counted as work days.
- 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 her/his personal file on the condition that s/he provide proof of her/his 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.

¹ i.e., the first day of work at the new school.

5-7.00 **DISMISSAL**

5-7.01 Clauses 5-7.01 to 5-7.08 apply to teachers with regular contracts only.

The School Board may only terminate a teacher's contract of engagement for one of the following reasons: incapacity, negligence in the performance of her/his duties, insubordination, misconduct or immoral behavior.

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

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

- a) the School Board's intention to terminate the teacher's engagement;
- b) the date on which the teacher was or will be relieved of her/his 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 her/his duties, unless the School Board and the Union agree in writing on an extension of the time limit.

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

5-7.07 Within three (3) work days of the School Board's decision, the School Board shall send a notice to the teacher and the Union by registered or certified mail, by fax, or delivered by hand or bailiff, of its decision to terminate or not the teacher's contract of engagement and, as the case may be, of the date on which the teacher is to resume her/his 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 her/his rights, including total salary, as though s/he had never been relieved of her/his 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 her/his duties without total salary until the conclusion of her/his

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 s/he 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 and may order that the teacher in question be reinstated to her/his duties and may determine, if need be, the amount of the compensation to which s/he is entitled.

5-8.00 **NON RE-ENGAGEMENT**

5-8.01 This article applies to regular teachers only.

5-8.02 The School Board may decide to non-reengage a teacher for one of the following reasons only: incapacity, negligence in the performance of her/his 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 15th of each year, by means of a list to this effect, sent by registered or certified mail, by fax, or delivered by hand or bailiff, of the 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-reengagement 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-reengagement 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 1st of the current school year, send a written notice by registered or certified mail, by fax, or delivered by hand or bailiff to the teacher concerned

and the Union of its decision not to renew the engagement of the teacher for the following school year. The notice must contain the reason or reasons justifying the School Board's decision.

A decision concerning a non-reengagement 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 s/he held, with the same employer, a pedagogical or educational position² for two (2) periods of one hundred and sixty (160) work days or more or, if there was a change in employer, three (3) periods of one hundred and sixty (160) work days. Each period falls in a distinct year of engagement included in a continuous period not exceeding five (5) years.

5-8.09 The arbitrator hearing the grievance shall decide whether the procedure prescribed for the non-reengagement was followed and, where applicable, whether the reason or reasons given by the School Board in support of the non-reengagement constitute one of the reasons for non-reengagement 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-reengagement are not well-founded or do not constitute sufficient cause for non-reengagement, may order that the teacher in question be reinstated in her/his duties and may determine, if need be, the amount of the compensation to which s/he is entitled.

5-8.10 The lack of legal qualifications cannot 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 her/him.

5-9.00 RESIGNATION AND BREACH OF CONTRACT

SECTION A RESIGNATION

5-9.01 The teacher shall be bound by her/his contract of engagement for the duration of time specified therein. However, the teacher may resign from the School Board without penalty fifteen (15) work days 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.

2. See Appendix XI of the Provincial Entente.

In the case of a resignation submitted between June 15th and the first work day 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 s/he is assigned and fails to give valid reasons for the absence within five (5) work days 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 her/his 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 her/his 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 her/his position on the first work day of the school year during which s/he must return to work shall be in breach of contract as of the second work day of that same year.
- 5-9.04** The fact that a teacher uses her/his leave of absence without salary for purposes other than those for which s/he 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 her/his case within the time limit specified in that clause, constitutes a breach of contract by the teacher, commencing from the date on which s/he was relieved of her/his 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 breach of contract cannot have the effect of canceling the payment to a teacher of any amount owing under the Collective Agreement.

5-11.00 REGULATIONS REGARDING ABSENCES

5-11.01 A teacher unable to report for duty shall give prior notification to the School Board of her/his absence either through the taping mechanism provided or according to the existing policy of the school or centre.

5-11.02 A teacher returning to duty shall notify the school administration in accordance with the instructions issued by the latter regarding the policy to be followed in that school or centre.

5-11.03 A teacher who has been absent shall, on her/his return to duty, provide the school administration with a signed absence form as provided by the School Board, indicating the length of time and reason for her/his absence.

5-11.04 The requirement of a teacher reporting to or remaining at the school shall be waived only if one or other of the following conditions apply:

- a) closure of the school or centre to students by the School Board owing to inclement weather or for reasons which cause the building to be unfit for normal use. It shall be the teacher's responsibility to assure herself/himself of the fact that the school has been declared closed by the School Board;
- b) closure of the school or centre to students by the school administration owing to inclement weather or for reasons which cause the building to be unfit for normal use when the students are present in the school. In this case, teachers shall remain on duty until the dismissal of the students has been completed to the satisfaction of the school administration.

5-11.05 When a school or centre is closed for any of the above-mentioned reasons, the teacher normally required to work in that school or centre shall be paid as if s/he were at work. If a teacher-by-the-lesson, a teacher at an hourly rate, or an occasional substitute arrives at a school or centre but has no contact with students, s/he shall receive inconvenience pay equal to one hour's pay.

5-11.06 If any of the above-mentioned teachers have begun teaching on that day, then they shall receive their full pay for the day. Teachers on their way to accumulating twenty (20) days or who have accumulated twenty (20) days shall be considered long-term substitutes and therefore shall be fully paid.

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 her/his duties during the work day or outside the work day 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 or partial loss, theft or destruction of personal belongings which by their nature are normally used in or brought to school, unless the teacher has shown gross negligence which has been established by a court of law. However, in the case of theft due to breaking and entering, or of destruction due to acts of God, such as 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.

5-14.02.100 SPECIAL LEAVES (LOCAL ARRANGEMENT)

5-14.02.101 In conformity with the provisions of Clause 10-11.01 of the Entente, the School Board and the Union hereby agree that Clause 5-14.02 of the Entente, which deals with the distribution of the eight (8) days of special leave, shall be replaced for all legal purposes by Clauses 5-14.02.102, and 5-14.02.103.

5-14.02.102 For the purposes of this article the word “child” or “children” shall be deemed to include “step-child” or “step-children”.

5-14.02.103 a) A teacher shall be granted special leave on the following occasions to the extent indicated in each section:

- i) In the event of a death in the immediate family: a maximum of five consecutive work days, commencing on the date of death. The teacher may keep one of these days for the funeral or burial. “Immediate family” as used here means parents, parent-in-law, brothers, sisters, brothers-in-law, sisters-in-law, children, children-in-law, spouse, and grand-parents or grand-children; also any person who is domiciled in the home of the teacher at the time of death.
- ii) In the event of a death in the extended family: one (1) work day. “Extended family” as used here means aunts, uncles, nieces, nephews.
- iii) The christening, baptism or birth of her/his child or grandchild: the day of the event.
- iv) The marriage or civil union of the teacher’s father, mother, brother, sister, child or grandchild: one (1) work day.
- v) The university graduation of the teacher, her/his spouse and her/his child(ren): the day of the event, a maximum of one day per year.
- vi) The marriage or civil union of the teacher: a maximum of seven (7) consecutive days, work 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.
- vii) An annual maximum of two (2) work days to cover any event considered an unavoidable circumstance (disaster, fire, flood, snowstorm, etc.) which obliges the teacher to be absent from her/his work.
- viii) The taking of the habit, the ordination, the taking of perpetual vows by her/his child, her/his brother, her/his sister: the day of the event.

- ix) Change of residence: one (1) work day.
 - x) An annual maximum of two (2) days for the serious illness of a spouse, child, parent or person domiciled in the home of the teacher on the condition that the teacher supplies proof in the form of a medical certificate to the School Board.
- b)
- i) An annual maximum of three (3) days may be taken for any of the following reasons:
 - To observe religious holidays;
 - For medical and dental appointments that cannot be conducted outside of working hours;
 - For personal business which cannot be transacted outside of school hours; this leave may be granted only at the discretion of the school administration; it is understood that personal business leave will not normally be granted for the first day of the work year.
 - ii) An additional day will be granted for the above reasons for the 2017-2018 school year. The Board will determine on a yearly basis, the inclusion of this additional day for subsequent years for the period covered by this local agreement.
 - iii) An annual maximum of one (1) day may be taken for personal business that cannot be transacted outside of school hours; this day may not be at the cost of the board, and may be granted only at the discretion of the school administration. It is understood that personal business leave will not normally be granted for the first day of the work year.
- c) Leave for any occasion listed in paragraphs a) and b) of this clause 5-14.02.103 may be extended with exigence for one (1) additional day for reasons of personal business, religious holidays or medical or dental appointments, at the discretion of the school administration in consultation with Human Resources.

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

5-15.01 Every regular teacher who has completed one (1) year of service with the School Board may benefit from the provisions of this article.

5-15.02 The School Board shall grant a teacher, upon written request, a leave of absence without pay for a period normally not exceeding one (1) contractual year for the following reasons:

- a) following the death of the teacher's spouse, child, parent or other person domiciled in the home of the teacher at the time of death;
- b) in case of extended illness following the exhaustion of all benefits as provided under Article 5-10.00 of the Entente;
- c) in case of distressful family circumstances such as serious illness of spouse, child, parent or other person domiciled in the teacher's home;
- d) in order to take up full-time study.

Those teachers granted leave under paragraphs a) and c) of this clause shall be guaranteed their previous assignment provided that they conform to the notice requirements of Clause 5-15.10 and that the leave is for a period of less than ninety (90) days.

All other teachers granted leave under this clause shall be reintegrated upon their return to duty subject to the provisions of Articles 5-3.00 and 5-21.00 of the Entente.

5-15.03 The School Board may grant a teacher, upon written request, a leave of absence without pay for a period normally not exceeding one (1) contractual year for the following reasons:

- a) in order to work in a field related to her/his teaching assignment;
- b) for any other reason deemed valid by the School Board.

All teachers granted leave under this clause shall be reintegrated upon their return to duty subject to the provisions of Articles 5-3.00 and 5-21.00 of the Entente.

5-15.04 The School Board may grant a teacher, upon written request, a leave of absence on a part-time basis for a period normally not exceeding one (1) contractual year.

5-15.05 The School Board must respond in writing to every leave of absence request within thirty-five (35) days of receipt of the teacher's request for such leave.

Notwithstanding the above, for leave requests submitted for the *next* school year, the thirty-five (35) days will begin as of March 1st.

5-15.06 Leaves of absence may be renewed by the School Board if the teacher so requests in writing before March 1st.

- 5-15.07**
- a) Teachers on leave of absence for purposes of study shall continue to accumulate years of experience.
 - b) Teachers on leave of absence by virtue of this article for any other reason than that stipulated in paragraph a) above shall continue to accumulate years of experience in conformity with Article 6-2.00 of the Entente.

- 5-15.08** The teacher on leave of absence without pay shall be entitled to be considered for promotion in conformity with School Board policy.
- 5-15.09** The teacher on leave of absence without pay may, following a request to the School Board, continue to participate in the life, health, long-term disability, and dental insurance plans provided s/he pays in advance all the premiums due, including the School Board's share, where applicable, for the duration of the leave.
- 5-15.10** The teacher on leave of absence without pay for a period of less than one (1) year and of indefinite duration, must give at least ten (10) work days' notice of her/his intention to return to duty.
- 5-15.11** The teacher on leave of absence without pay for a period of one (1) year who wishes to return to service with the School Board for the following school year must notify the School Board in writing before March 1st of the year in progress. The School Board must inform such teachers of this stipulation between December 1st and February 1st.
- 5-15.12** If, in consequence of an agreement approved by the Minister between a teacher, the School Board, the Government of Canada, the Government of another province or the Government of Quebec, a teacher in the employ of the School Board agrees to teach outside of Quebec, s/he shall be entitled to all the advantages granted to a teacher on leave of absence without pay, but in this case, s/he shall remain a member of the Union and be subject to the deductions of union dues. At the request of the Minister, the School Board may grant a leave of absence without pay to every such teacher.
- The teacher on a leave of absence must reimburse the Board for any over-payment of salary received during the leave of absence. Such payment will be made within the next two (2) pay periods of the Board's notification to the teacher of the over-payment.
- 5-15.13** The School Board shall reserve the right to cancel the engagement of the teacher who uses her/his leave of absence without pay for purposes other than those for which s/he obtained it. In such cases the provisions of Article 5-9.00 of the Local Agreement shall apply.
- 5-15.14** The School Board may not refuse a full-time leave without salary, either for the entire school year, or to complete the school year, provided that the leave begins on or prior to October 15th, if the granting of such leave permits the School Board to assign the teacher referred to in subparagraph a) of Clause 5-3.36 of the Entente or to recall a teacher it placed on availability.
- 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 s/he 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 programme 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 programme 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 s/he actually been in the service of the School Board.

5-16.04 The provisions in Clause 5-16.03 apply to the preparation and evaluation meetings required for the exchange programme.

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

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

5-18.01 The Union shall notify the School Board of its choice of a single savings institution or credit union for its members. It shall forward to 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 s/he 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 within eight (8) days of their deduction.

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

5-21.00 ASSIGNMENT AND TRANSFER

SECTION B: PROCEDURES OF ASSIGNMENT AND TRANSFER SUBJECT TO THE CRITERIA NEGOTIATED AND AGREED TO AT THE PROVINCIAL LEVEL

5-21.10 Each year the School Council and the school administration shall meet in December in order to begin to plan the particular educational programme for the following school year in conformity with Clause 4-2.09 a), b) and c).

5-21.11 For this purpose, the school administration at the secondary level shall provide the School Council with a summary of the student course selection data when it is available.

Prior to March 1st, regular tenured teachers, may request voluntary transfers to 100% posts at schools; such posts must be in the same category as their current category. The requests will be reviewed by Human Resources and forwarded to the affected school

administrators. Any approved requests for transfer will be conditionally granted until April 30th, i.e., the completion of the process of excess. Any teachers who are affected by the process of excess will not be eligible for voluntary transfers under this clause.

5-21.12

- a) Prior to March 1st teachers in each school shall indicate in writing to the school administration their desired assignments for the next school year.
- b) 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. In elementary schools, this shall generally mean that most teachers shall remain in their existing levels from year to year. In secondary schools, this shall generally mean that most teachers shall remain in their existing category from year to year.
- c) Prior to the declaration of excess, teachers in elementary schools shall be informed of their level(s) or specialty(ies) which have been determined provisionally by the school administration for the following school year. Prior to June 15th, teachers in secondary schools shall be informed of their subjects which have been determined provisionally by the school administration for the following school year.
- d) Regular teachers in Vocational Training will be asked to indicate on the Teachers Preference Sheet the time in which they would prefer to teach. (Day or Evening).

The centre administration will take this preference into account when creating the teacher's workload.

5-21.13

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.

5-21.14

If there is an excess in any category in the school, the school administration shall post the list of such categories.

Within two (2) work days of the posting of the list of such categories, following the application of Clause 5-3.13, any regular teacher in the school classified in the same category in which a teacher has been declared excess by virtue of the application of Clause 5-3.13 may substitute for the excess teacher. Should there be more than one teacher who wishes to make the substitution, the teacher shall be selected respecting seniority. The regular 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, which include completing a form as per Clause 5-21.19 within five (5) work days of the posting of the list.

5-21.15

If, following the application of the preceding procedures, there is a need for staff in any of the categories of teachers in the school, the school administration shall attempt to 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 Clauses 5-21.04 and 5-21.05 of the Entente and shall fill these needs respecting seniority.

- 5-21.16** For each itinerant teacher assigned to a given school, the school administration in that school shall determine whether the teacher's total assignment for the following year in the combination of the schools to which s/he has been assigned in the current school year is at least equal to a full-time assignment. If the total assignment foreseen is at least equal to a full-time assignment, the school administration of that school shall reduce the number of teachers in excess in the given category as determined in Clause 5-3.13 to take this full-time assignment into account.
- 5-21.17** Before April 30th of each year, the school administration shall inform in writing the teachers who remain excess following the application of Clauses 5-21.13 to 5-21.16 and who are therefore subject to transfer. A list of the excess teachers so informed shall be given to the Union.
- 5-21.18** Before April 30th of each year, 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.
- 5-21.19** a) Within five (5) work days of the posting of the list of provisional staffing needs, the excess teachers must express in writing to the school administration their preferences in terms of the needs posted by the School Board according to Clause 5-21.18.
- Such teachers may express in writing to the school administration their preferences for other schools or geographical areas not covered in terms of the needs posted by the School Board according to Clause 5-21.18.
- Such teachers may indicate their wish to return to their current school should a vacancy arise after the assignment and transfer process has been completed. The School Board shall accord the right of return to any excess teacher who has so indicated, providing that the vacancy arises prior to the first day of school for students.
- b) Teachers who have been identified according to Clause 5-3.11 of the Entente and who have not been declared excess in accordance with Clause 5-21.17 of the Local Agreement may also express in writing to the school administration their preferences in terms of the needs posted by the School Board according to Clause 5-21.18.
- 5-21.20** a) Following the application of Clause 5-21.19, the School Board shall, respecting seniority and based on teacher preference, transfer teachers declared excess, in order to meet the needs posted according to Clause 5-21.18.
- b) In so doing, should the procedures result in teachers identified in Clause 5-3.11 being displaced, the School Board shall then consider these teachers for assignment to vacant positions.

The School Board shall take into account the assignment criteria described in Clauses 5-21.04 and 5-21.05 of the Entente.

5-21.21 Following the placement of excess teachers, 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.

Teachers may request voluntary transfers to any of the posts on this list within three (3) days of the posting of the list.

Teachers may request post-to-post transfers within this three (3) day time-frame.

The School Board shall attempt to grant as many voluntary transfers and post to post transfers as possible to teachers who request them before hiring new teachers to fill these vacancies. The School Board and the Union shall meet during the assignment and transfer process to review the voluntary transfer requests and jointly look at ways to achieve this objective.

The School Board shall attempt to grant voluntary transfers if a vacancy occurs before the first day of school for students. The School Board and the Union shall meet again for the same purpose.

The School Board shall take into account the assignment criteria described in Clauses 5-21.04 and 5-21.05 of the Entente.

5-21.22 In assigning the duties and responsibilities to teachers, the school administration shall take into account requests made by teachers to be exempted from teaching moral or religious instruction.

FALL PROCEDURE

5-21.23 Should the School Board decide prior to October 15th of the year in progress that there are more teachers in a school than are needed in view of staffing requirements, then the school administration shall declare the category/categories in which such teaching personnel exist and shall then ask the teachers classified therein for volunteers who wish to become excess.

5-21.24 In the event that there are more applicants for being excess than are necessary, the school administration shall determine by category/categories those teachers who shall be excess respecting seniority.

5-21.25 In the absence of sufficient applicants for being excess following the application of Clause 5-21.24, the school administration shall identify by category/categories the teacher(s), who shall be excess and this in order of least seniority.

However, if the School Board deems that a teacher is needed to fill the particular requirements of a given position, such teacher shall not be excess.

5-21.26 The teachers who are excess shall be so informed at the same time that their names are submitted to the School Board. The School Board shall compile a list and provide a copy of this list to the Union.

5-21.27 The school administration shall post in the staff room a list of all known staffing needs in the system, unless there is an agreement to the contrary between the Board and the Union,

based on the number of excess teachers. If there is a list, a copy of it shall be provided to the Union.

5-21.28 Excess teachers shall complete a Transfer Request Form within two (2) work days following the posting of the vacancy list or being informed of the possible vacancies. Teachers in surplus and those non-reengaged for reasons of surplus may also apply for positions at the same time.

5-21.29 Beginning with the most senior excess teacher, the School Board shall transfer excess teachers to other schools within the School Board, respecting seniority and based on teacher preferences.

The School Board shall take into account the assignment criteria described in Clauses 5-21.04 and 5-21.05 of the Entente.

5-21.30 The teacher who is transferred shall be so notified at least two (2) days prior to the effective date of transfer.

5-21.31 On the day prior to the effective date of transfer, the teacher shall have the right to visit the school to which s/he has been transferred.

6-8.00 **PAYMENT OF SALARY**

6-8.01 The teacher shall receive her/his annual salary provided for in Article 6-4.00, as well as the supplements provided for in Article 6-5.00 by direct deposit to the teacher's account in her/his designated financial institution.

The deposit confirmation shall be remitted to the teacher under individual cover on the date of deposit.

The teacher shall be responsible for reviewing the information on her/his pay slip, and make every effort to inform the School Board in the case of over-payment.

6-8.02 Insurance premiums shall normally be deducted in equal installments from each pay cheque. The School Board shall provide an individual statement to each teacher indicating her/his insurance coverage and premiums by January 31st of each year.

6-8.03 Should the School Board discover or be informed of non-payment of a teacher's remuneration, this error shall be corrected by the issuing of a cheque within two (2) work days from notification of the error.

6-8.04 Should the School Board discover or be informed of underpayment of a teacher's remuneration, this error shall be corrected on the next possible installment of the teacher's remuneration, taking into account payroll deadlines. Nevertheless, if the underpayment is more than twenty-five (25) percent of the teacher's remuneration, the teacher shall be entitled to receive a cheque within two (2) work days from the discovery and notification of the error.

6-8.05 Should the School Board discover or be informed of overpayment of a teacher's remuneration, 20% of the gross earnings per pay shall be deducted per pay until the

overpayment is reimbursed unless another agreement is reached between the School Board and the teacher.

- 6-8.06** The teacher who leaves the employ of the School Board during the school year shall be entitled to receive all monies owed to her/him within thirty (30) days of her/his departure. However, payment of severance allowance and/or bank of days' gratuity in a form other than regular cheque, shall be made within thirty (30) days of the School Board's receipt of all appropriate documents.

Notwithstanding the above, the School Board retains the right to recover any overpayment on June 30th or at the termination of the teacher's contract or period of employment.

- 6-8.07** Any monetary compensation owed to a teacher, in conformity with Clause 8-7.02 e) (overtime) and 6-7.02, (substitution) shall normally be paid within 35 work days.

Any monetary compensation owed to a teacher in conformity with Clause 8-4.01 g) of the Entente (oversized classes) and Appendix XIX of the Entente shall be paid three (3) times per year.

These payments shall be made with an installment of teachers' remuneration in January, April and July. The periods to be remunerated are:

- a) 1st day of school August/September to the last day of November;
- b) 1st day of December to the last day of March;
- c) 1st day of April to the last day of classes in June.

- 6-8.08** Any monetary compensation not provided for in Clauses 6-8.01, 6-8.06 or 6-8.07, including the benefits provided for in Clause 5-10.26, as well as any amount owed to a teacher who leaves the employ of the School Board at the end of the school year, shall be payable not later than July 31st following the end of the school year. However, payment of severance allowance and/or bank of days gratuity in a form other than regular cheque, shall be made within forty-five (45) days of the School Board's receipt of all appropriate documents.

8-5.01.100 THE BEGINNING AND END OF THE WORK YEAR (LOCAL ARRANGEMENT)

- 8-5.01.101** In conformity with the provisions of Clause 10-11.01, the School Board and the Union hereby agree that notwithstanding Clause 8-5.01, for 2017-2018 the work year for the Youth Sector shall begin on August 24, 2107.

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

- 8-5.03** The Local Agreement will be revised to include particulars of 2017/2018 calendar for youth, adult and vocational sectors.

- 8-5.04** Prior to December 31st of each school year, the School Board and the Union shall meet to establish the distribution of the work days for the following school year.

8-5.05 The School Board and the Union agree that for the Youth Sector, there will be nineteen (19) professional days as follows: There will be seventeen (17) professional days to be set initially and one (1) each to be determined after February 15th and April 15th if no unforeseen emergency has required the loss of a student day prior to that date.

There shall be 12 professional development days in the Vocational Training Sector and 8 professional development days in the Adult Education Sector.

8-5.06 The School Board and the Union agree that the calendar placement and organization of moveable professional days shall be at the discretion of the school administration after consultation with the School Council.

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

8-6.07 The school administration, in consultation with the School Council, shall determine the beginning and the end of the students' instructional timetable.

8-6.08 The uninterrupted period of time for lunch for all teachers shall commence no earlier than 11:00 a.m. and no later than 1:00 p.m.

8-6.09 The itinerant teacher shall be entitled to an uninterrupted period of time of not less than fifty (50) minutes for her/his meal, exclusive of traveling time. However, the itinerant teacher and the school administrator(s) may agree to a different length of time for lunch

8-6.10 When the school administration convenes teachers to any group meeting in accordance with Clause 8-8.05, such a meeting shall not normally exceed 1 1/2 hours duration.

8-6.11 If, for any given teacher, the presentation of courses and lessons equals or exceeds 300 minutes on a given day, then no supervision may be assigned to that teacher on that day.

If, for any given vocational teacher, the presentation of courses and lessons equals 360 minutes on a given day, then no other presence will be assigned by the Board on such a day.

8-6.12 Any secondary teacher who is required to present courses and lessons for all the periods in the morning shall not normally be required to do recess supervision.

8-6.13 For the purpose of applying Article 8-6.06 to teachers in the Vocational Training sector the following shall apply:

Full time teachers shall not be assigned fewer than three (3) hours of assigned presence on work days when no teaching is assigned, unless there is an agreement to the contrary between the teacher and centre director.

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

8-7.08 There shall be a passing time of three (3) to five (5) minutes between periods in secondary schools. The determination of the length of this passing time between periods shall be made by the school administration after consultation with the School Council.

There shall be no passing time at the elementary and pre-school levels.

8-8.04 **GROUP MEETINGS AND MEETINGS WITH PARENTS**

8-8.05 The School Board or the school administration may convene the teachers for any group meeting held during the teachers' work week, taking the following provisions into consideration:

- a) The teacher shall be required to attend these group meetings within the regular work week. However, s/he shall never be required to attend group meetings on Saturdays, Sundays, or holidays.
- b) Outside the regular work week, during the work year the teacher may not be required to attend 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 students from the school. Every meeting of a particular group of teachers, such as those of the same grade, cycle, level, or school shall be considered as a group meeting of teachers, and shall not normally exceed more than one and a half hours' duration.
 - ii) three (3) school events or meetings to meet parents as a group, not for individual interviews: such events or meetings shall normally be held in the evening.

For the purpose of teachers conducting interviews with parents, the school administration, in consultation with the School Council, shall establish interview sessions scheduled outside the regular work week or on a professional day. In this case, the teachers who have worked the equivalent of five (5) hours holding interviews shall be compensated by having a professional day on which they need not report to work, normally on the day following the interview session. If the interview session takes place on a professional day, the day's schedule may be altered in order to accommodate the needs of the parents, after consultation with the School Council.

8-10.02.100 **SCHOOL ORGANIZATION PLAN (LOCAL ARRANGEMENT)**

8-10.02.101 If the school chooses to reorganize in one or more areas as defined in Clause 8-10.02 of the Entente, it shall proceed in the following fashion:

- a) it shall develop a plan outlining the reasons behind the plan and the implications for the teaching staff involved;
- b) the plan shall be presented with all pertinent information, to the School Council for consultation as per the Collective Agreement;
- c) with the approval of the School Council, the plan shall be presented to the staff affected by the proposed reorganization (whole staff or affected members);
- d) consensus as defined in 8-10.09.101 is required as well as the unanimity of those teachers directly affected (excluding Clause 8-6.02 of the Entente) for the plan to be submitted to the Board and the Union for verification.

8-10.09.100 TERMS AND CONDITIONS FOR REACHING CONSENSUS (LOCAL ARRANGEMENT)

8-10.09.101 The School Board and the Union agree that consensus will be defined as a minimum of 85% vote by the teaching staff, in favour of a proposed plan or modification under Clause 8-10.02 of the Entente. Abstentions and absences are not counted. Failing the aforementioned conditions being met, the matter shall be referred to the School Board and the Union at the Labour Relations Committee for resolution.

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

8-12.01 In assigning the duties and responsibilities of secondary teachers, the school administration shall take into account the number of preparations required of any teacher as well as the total number of instructional groups met by the teacher.

At the elementary level, the school administration shall take into account split classes as well as the total number of instructional groups met by the teacher.

8-12.02 In elementary schools, the school administration shall endeavour to arrange that the non-instructional time for teachers that occurs during the students' instructional timetable shall be in blocks of at least thirty (30) minutes. Normally, there shall be at least one (1) such block or its equivalent for each teacher per day.

8-12.03 In elementary schools the schedule shall be arranged so that there is a homeroom of ten (10) - fifteen (15) minutes duration per day, before the students' instructional timetable in the morning, or afternoon, or both.

8-12.04 Teachers shall not exchange or otherwise alter their assigned duties without prior consent of the school administration.

8-12.05 Those itinerant teachers whose duties require them to move from school to school during the day shall be exempted from noon-hour supervision.

8-12.06 In accordance with the provisions of Clause 8-8.05 b), the following will apply:

- a) All teachers in the school shall attend the three (3) parent meetings normally held in the evening, on condition that the school administration provide at least ten (10) days' notice.
- b) The school administration shall provide one (1) week notice when calling a staff meeting contemplated for the entire staff from among those provided for in Clause 8-8.05 b) (i) except in the case of any such meeting held in the first work week of the school year.
- c) The school administration shall prepare an agenda for such meetings which includes items suggested by the School Board, the school administration, or the School Council, and shall post this agenda at least three (3) days before the meeting.
- d) The notice of one (1) week stipulated in paragraph b), as well as the provisions of paragraph c) of this clause, shall be waived in situations of vital concern requiring prompt action in the interests of the school.
- e) The school administration shall provide a forty-eight (48) hour notice when calling any other meeting from among those provided for in Clause 8-8.05 b) (i).

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

9-2.01 The procedure for settling grievances prescribed in Article 9-1.00 shall apply.

9-2.02 Instead of the notice of grievance prescribed in Clause 9-1.04, 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 9-1.04.

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

9-2.04 In the case of the termination of a teacher's contract of engagement under Article 5-7.00 or non 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 9-1.05 to 9-1.08, in the case of the termination of a teacher's contract of engagement under Article 5-8.00 of the Entente, the notice of grievance constitutes a notice of arbitration once it is received by QPAT and the QESBA.

10-8.00 HYGIENE, OCCUPATIONAL HEALTH AND SAFETY

10-08.01 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

10-08.02 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.

10-08.03 The obligations of teachers and the School Board are those prescribed by the Act and the regulations.

- 10-8.04** The means and individual or common protective equipment placed at the disposal of teachers, when this proves to be necessary by virtue of the Act and the regulations applicable to the 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.
- 10.08-05**
- a) Whenever a teacher exercises the right of refusal prescribed by the Act, s/he 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 her/his work in accordance with conditions prescribed in Clause 3-6.01 of the Entente.
- 10-08.06** The right of a teacher mentioned in Clause 10-7.05 is exercised subject to the pertinent section of the Act and according to the methods prescribed therein, if need be.
- 10-08.07** The School Board may not dismiss or non-reengage a teacher, or impose any disciplinary or discriminatory measure on her/him, on the grounds that s/he exercised, in good faith, the right provided for in Clause 10-7.05.
- 10-09.00** **TRAVEL EXPENSES**
- 10-09.01** The travel expenses of the teacher who, during the same school day, must travel from one building of the School Board to another building of the School Board or to another building not necessarily belonging to the School Board (i.e., hospital, swimming pool, home studies, work study) during the performance of her/his assigned duties, shall be reimbursed according to the rate paid to School Board employees.
- 11-0.00** **ADULT EDUCATION**
- 11-2.00** **RECALL LIST**
- PART II PROVISIONS DEALING WITH THE RECALL LIST SUBJECT TO THE PRINCIPLES OUTLINED IN PART I**
- 11-2.04** The recall list for Adult Education teachers established under Article 11-2.00 of the 2012-2015 agreement continues to apply under this article
- 11-2.05** For teachers who have acquired the right to be on the Adult Education Recall list for 2017-2018: The School Board shall add to the 2017-2018 recall list the names of teachers who have already acquired the rights to be on the recall list in Adult Education as per clause 11-2.05 of the local agreement 2012-2015.
- For the 2018-2019 recall list the School Board shall add to the recall list the names of teachers who have obtained eight hundred (800) hours during at least two of the three (3) last school years and has received a satisfactory evaluation.

By July 31st of each school year the School Board shall update the number of years and days for each teacher on the list. Each teacher who will have accumulated five hundred and forty (540) hours or more by June 30th will be credited with one (1) full year on the recall list.

For each teacher who will have accumulated fewer than five hundred and forty (540) hours by June 30th, the School Board shall divide the number of hours taught by five hundred and forty (540), and multiply the fraction arrived at by two hundred (200) to determine the number of days to be credited on the recall list to each such teacher.

The School Board shall add to this recall list the names of new teachers who have obtained eight hundred (800) hours during at least two of the three (3) last school years and has received a satisfactory evaluation.

This calculation shall include all hours acquired by the teacher during previous school years worked with the School Board. It shall not include the hours accumulated prior to the most recent twenty four (24) month period in which the teacher did not work for the School Board.

The School Board will not add to this recall list the names of teachers who have been assigned as hourly paid teachers to Formation sur Mesure en Entreprise (FME/Customized Training for Industry).

Teachers who have already acquired rights to be on the recall list who have demonstrated unsatisfactory performance in the fulfillment of their duties may be removed from their assignment and/or excluded from the list as follows:

- a) Teachers who have accumulated fewer than two (2) years on the recall list may be removed from their assignment and/or excluded from the list providing that the School Board has carried out an evaluation over a reasonable period of time. The teacher must be informed of her/his progress in writing. The teacher must be given her/his evaluation of unsatisfactory performance in writing.
- b) Teachers who have accumulated two (2) or more years on the recall list may be removed from their assignment and/or excluded from the list providing the procedures for teacher evaluation have been followed and that the teacher has received an evaluation of unsatisfactory performance.

11-2.06

However, in adding to the recall list as per Clause 11-2.05 the School Board shall exclude from this list the names of those new teachers who have demonstrated unsatisfactory performance in the fulfillment of their duties and have been so informed by the school administration.

In order to determine this, the School Board must carry out an evaluation over a reasonable period of time. The teacher must be informed of her/his progress orally or in writing. The teacher must be given her/his evaluation of unsatisfactory performance in writing.

- 11-2.07** The School Board shall grant a teacher on the recall list, upon written request, a leave of absence without pay for a period normally not exceeding one (1) year for the following reasons:
- a) following the death of the teacher's spouse, child or parent or other person domiciled in the home of the teacher at the time of death;
 - b) in case of the extended illness of the teacher;
 - c) in case of distressful family circumstances such as serious illness of spouse, child or parent or other person domiciled in the teacher's home;
 - d) in order to take 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.
 - e) A teacher requesting a leave of absence as per clause 11-2.09 must choose an assignment in person or by proxy in order to have his/her position on the recall list maintained.
- 11-2.08** The School Board may grant a teacher on the recall list, upon written request, a leave of absence without pay for a period normally not exceeding one year for any other reason deemed valid by the School Board.
- In this case, the maintenance of position recognized on the recall list shall follow the same rules as outlined in Clause 11-2.07.
- 11-2.09** The School Board must respond in writing to every leave of absence request within thirty-five (35) days of receipt of the teacher's request for such leave.
- Notwithstanding the above, for leave requests submitted for the next school year, the thirty-five (35) days will begin as of March 1st.
- 11-2.10** Leaves of absence may be renewed by the School Board if the teacher so requests in writing at least one month prior to the expiry of her/his leave of absence.
- 11-2.11** The School Board shall forward an updated recall list to the Union, to each Adult Education centre for posting, and to each Adult Education teacher no later than July 31st of each school year. On the recall list, teachers shall be listed in descending order of years and days. Beside each name, the specialties for which they are qualified will be indicated to a maximum of three (3) such specialties in accordance with the list in Clause 11-2.33.
- 11-2.12** The teacher shall then have until August 20th of each school year to request revision of the recall list in relation to years and days and/or specialties listed beside her/his name. The changes will then be included in the preparation of the new recall list. The School Board shall furnish the revised recall list to the Union no later than August 25th of each school year.
- 11-2.13** In order to be considered qualified for a specialty the teacher must meet the criteria as described in Clauses 5-21.04 and 5-21.05 of the Entente.

11-2.14 For each teacher who has not taught in a specialty for a period of three years, the School Board shall reclassify that specialty to a secondary status for that teacher. This secondary status will entitle the teacher to choose a post in that specialty only when all other teachers with primary status in that specialty have had the opportunity to choose their posts first.

For the purpose of issuing full-time contracts, teachers with a secondary status in a given specialty will only be considered for such a contract if all other teachers in that specialty with primary status have already been granted a full-time contract.

11-2.15 A teacher may refuse a position for reasons of illness, disability or work accident, maternity, paternity, adoption, full-time position with the local union or QPAT, personal choice, or any other reason agreed to by the School Board and the Union without having her/his name removed from the list.

In the case of a teacher refusing a post for the third time for a given school year, the School Board shall not have the obligation to offer the teacher any other post for that same school year.

However, the School Board shall strike from the list the name of any teacher who has not worked for twenty-four (24) months for reasons of personal choice or because there were no available teaching positions. Daily substitution shall not be considered as a teaching assignment for the purpose of crediting time for the recall list.

11-2.16 The School Board will offer to as many teachers as possible on the recall list a complete workload of twenty (20) hours per week, eight hundred (800) hours per year (including the presentation of courses and lessons and pedagogical follow-up related to her/his specialty).

For the purpose of completing the workload of a teacher the School Board may assign up to twenty-four (24) hours per week without exceeding the eight hundred (800) hours per year.

11-2.17 The School Board shall assign teachers according to the following modalities:

a) The School Board will implement a common term structure in the Adult Education Centers with the following exceptions; courses offered at Marymount Adult Education Centre and part time academic courses offered at the High School of Montreal Adult Education Centre.

b) The School Board in collaboration with the MTA will review the term structure before the start of every school year.

11-2.18 For each placement meeting the School Board shall transmit to the Union all available positions including Distance Education positions that will be offered at each placement meeting.

11-2.19 For each post on the above-mentioned list, the description shall include:

a) the course(s)

b) the centre

- c) the number of hours per week
- d) the schedule
- e) the start and end date
- f) the total number of hours for the course(s)
- g) whether or not the assignment is a replacement position.

11-2.20 At the placement meeting the School Board shall offer posts to teachers according to the following modalities:

- a) Proceeding by position on the recall list in descending order, each teacher shall indicate the post(s) of her/his choice.
- b) The School Board shall accord the post(s) as chosen by the teacher, as long as s/he is qualified in conformity with Clauses 11-2.11 and 11-2.13.
- c) Should a teacher be unable to attend the placement meeting s/he shall be permitted to designate by written proxy a person who shall act in her/his stead.
- d) For all teachers who have chosen a post with sufficient hours for a contract to be issued, the School Board shall provide a copy of the teacher's letter of engagement to the teacher when completed, or no later than fifty (50) work days from the first work day, as well as a copy to the Union at the same time.

11-2.21 When the school board decides that it must cancel a class in an Adult Education Centre due to declining enrollment where the range falls to 25% of the initial enrollment of the teacher's actual class, the school board shall follow the following general principle; the teacher assigned to the class will be displaced from the assignment.

The school board shall accord priority for substitution to any displaced teacher for the period that her or his assignment would have been in effect.

The school board shall credit the displaced teacher with the hours she/he would have acquired had the cancelation not taken place.

11-2.22 If, in the application of Clause 11-2.21 there is a lack of clarity about how to proceed, the School Board and the Union agree to meet to work out an appropriate resolution to any problems that may exist.

11-2.23 Should additional post(s) become available following a placement meeting, but within one week of the date of the placement meeting the school board shall offer the post(s) to the teacher highest on the recall list who is qualified for the post and who has a workload of fewer hours than the new available position.

Should a teacher who has already accepted a post wish to change to the new post, this change shall be permitted and her/his old post will then be offered to the next qualified

teacher who has a workload of fewer than twenty (20) hours per week guaranteed for the semester.

The teacher may not relinquish an accepted post unless the School Board and the Union agree.

In so doing, the School Board shall not exceed an allocation of twenty-four (24) hours per week, and shall respect the maximum of eight hundred (800) hours per year.

When contacting the teacher the School Board shall inform her/him of all posts available for which s/he is eligible. The teacher shall have the right to the post(s) of her/his choice.

The School Board shall send to the union at the end of each month a list of any posts that have been filled during the month, any posts remaining to be filled, as well as any other changes that may have taken place such as cancellations or closures.

11-2.24 In July teachers will be notified in writing of the date and time of the placement meetings and trimester staffing.

- Teachers are to make themselves available in person or by proxy for the placement meeting in August and January.
- Teachers are to make themselves available by telephone for positions that become available after the placement meeting and during the trimester staffing.
- The School Board shall not have the obligation to offer a position to a teacher who cannot be contacted and shall forward the name(s) of said teacher (s) to the Montreal Teachers Association.

11-2.25 When calculating the hours of hourly-paid teachers to be credited on the recall list, each such teacher shall be credited with a bank of one (1) hour per fifteen (15) hours of teaching that a post entails. This bank of hours has no monetary value. If the teacher is unable to teach the number of hours originally foreseen for the post, this bank will be used to cover missing hours.

11-2.26 When calculating the hours of hourly-paid teachers to be credited on the recall list, each such teacher shall be given credit for the number of hours normally assigned to the post.

11-2.27 Hours of teaching accumulated by short-term substitution shall not be counted for purposes of the recall list.

11-2.28 Hours of teaching accumulated by long-term substitution shall be counted for purposes of the recall list. Substitution shall be considered long term when the substitute teacher replaces the absent teacher for the equivalent of twenty (20) consecutive days, i.e., eighty (80) hours.

As of the eighty-first (81st) hour the legally-qualified (as defined by clause 1-1.34 of the Entente) teacher who substitutes for the absent teacher on contract shall be entitled to payment according to her/his applicable salary scale and this retroactively to the beginning

of the substitution. Any absence of the substitute teacher for twelve (12) hours or less during the accumulation of the eighty (80) hours shall not interrupt this accumulation.

- 11-2.29** An hourly-paid teacher who, for reasons of illness, or other circumstances, is unable to teach the full number of hours of a post(s) shall retain the right to return to teach the post(s) provided that s/he has not missed more than ten (10) consecutive work days or twenty (20) percent of the number of hours of the post(s).
- 11-2.30** When the School Board has a pre-determined long-term substitution position it shall, by seniority, offer it in descending order to qualified teachers on the recall list who do not already have twenty (20) hours per week guaranteed for the semester. The total number of hours for such teachers shall not exceed the maximum of twenty-four (24) hours per week.
- 11-2.31** For the purpose of facilitating substitution, within thirty (30) days following each September and January placement meeting, the School Board shall circulate a list of teachers on the recall list with fewer than twenty (20) hours per week, and who have indicated in writing, an interest to be called to substitute, to all Adult Education centres. A form will be provided to teachers for this purpose. A copy of this list shall be forwarded to the Union at the same time.
- 11-2.32** When teachers on the recall list have the same number of days and hours credited, the teacher with the earliest date of employment in Adult Education with the School Board or one of its predecessors shall be placed higher on the list. If the teachers are still tied, then the teacher who has higher scholarship shall be placed higher on the list. If the teachers are still tied, then there shall be a drawing of lots.
- 11-2.33** The list of categories to be used in the listing of specialties shall be as follows: (subject to revision)
- a) Academic English
 - b) Common Core Basic Education (includes Literacy, Pre-Secondary, Community Services)
 - c) Computer Applications
 - d) French Second Language
 - e) Francisation
 - f) Mathematics
 - g) Study Skills/Life Skills
 - h) Special Education
 - i) Social Studies (History, Geography, Civics, Economics)
 - j) Sciences (Physical Science, Biology, Chemistry, Physics)
 - k) Options
- 11-2.34** In conformity with Clause 3-3.03 c), the School Board each year shall transmit to the Union prior to June 15th the forecast of the number of ETPs allocated to each Adult Education centre for the following year.
- 11-2.35** Should the allocation of ETPs result in insufficient positions for the teachers with regular contracts at a given Adult Education centre the School Board shall apply the general principles outlined in Article 5-21.00, mutatis mutandis.

11-2.36 The School Board shall permit teachers with regular contracts to apply for voluntary transfer to one or several other Adult Education centres. These transfers shall be granted subject to the availability of positions and the agreement of the School Board.

13.0.00 **VOCATIONAL TRAINING**

13-3.00 **RECALL LIST**

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

13-3.05 The recall lists for Vocational Training teachers established under Article 13-3.00 of the 2005-2010 agreement continue to apply under this article.

However, a teacher whose name appears on a List 1 by virtue of Clause 13-3.00.102 of the 2012-2015 Local Agreement shall be integrated in the same order of priority, at the top of the corresponding recall list of the other teachers in that category. Their order of priority on that list shall be preserved for the duration of this collective agreement, independently of the number of hours they may accumulate, and no updating shall be required in their particular case.

13-3.06

For teachers who have acquired the right to be on the Vocational Training Recall list for 2017-2018: The School Board shall add to the 2017-2018 recall list the names of teachers who have already acquired the right to be on the recall list in Vocational Training lists as per clause 13-3.06 of the local agreement 2012-2015.

For the 2018-2019 recall list the School Board shall add to the recall list the names of teachers who have obtained seven hundred and twenty (720) hours during at least two of the three (3) last school years and has received a satisfactory evaluation.

By July 31st of each school year the School Board shall update the Vocational Training lists. Each teacher on a list who has accumulated four hundred and eighty-six (486) hours or more by June 30th will be credited with one (1) full year on that recall list.

For each teacher who has accumulated fewer than four hundred and eighty-six (486) hours by June 30th, the School Board shall divide the number of hours taught by four hundred and eighty-six (486), and multiply the fraction arrived at by two hundred (200) to determine the number of days to be credited to each such teacher.

The School Board shall add to these recall lists the names of new teachers who worked in Vocational Training during the preceding school year as hourly-paid or part-time teachers and who have obtained 720 hours during at least two of the three (3) last school years and has received a satisfactory evaluation.

The School Board will not add to this recall list the names of teachers who have been assigned as hourly paid teachers to Formation Sur Mesure en Entreprise (FME)/Customized Training for Industry.

For the new teachers whose names have been added to the recall lists, the School Board shall, proceeding in the above manner, place each name on the appropriate recall list by crediting years and days calculated on a yearly basis according to the above method.

This calculation shall include all hours acquired by the teacher during previous school years worked with the School Board. It shall not include the hours accumulated prior to the most recent twenty-four (24) month period in which the teacher did not work for the School Board.

The School Board shall nevertheless keep an exact record of hours taught per year by each teacher on a recall list in Vocational Training, and give a copy of the list of hours to the Union by July 31st of each school year.

Teachers who have already acquired rights to be on the recall list who have demonstrated unsatisfactory performance in the fulfillment of their duties may be removed from their assignment and/or excluded from the list as follows:

- a) Teachers who have accumulated fewer than two (2) years on the recall list may be removed from their assignment and/or excluded from the list providing that the School Board has carried out an evaluation over a reasonable period of time. The teacher must be informed of her/his progress in writing. The teacher must be given her/his evaluation of unsatisfactory performance in writing.
- b) Teachers who have accumulated two (2) or more years on the recall list may be removed from their assignment and/or excluded from the list providing the procedures for teacher evaluation have been followed and that the teacher has received an evaluation of unsatisfactory performance.

13-3.07

However, in adding to the recall lists as per Clause 13-3.06 the School Board shall exclude from these lists the names of those new teachers who have demonstrated unsatisfactory performance in the fulfillment of their duties.

In order to determine this, the School Board must carry out an evaluation over a reasonable period of time. The teacher must be informed of her/his progress orally or in writing. The teacher must be given her/his evaluation of unsatisfactory performance in writing.

13-3.08

The School Board shall grant a teacher on a recall list, upon written request, a leave of absence without pay for a period normally not exceeding one (1) year for the following reasons:

- a) following the death of the teacher's spouse, child or parent or other person domiciled in the home of the teacher at the time of death;
- b) in case of the extended illness of the teacher;
- c) in case of distressful family circumstances such as serious illness of spouse, child or parent or other person domiciled in the teacher's home;
- d) in order to take 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.

Each teacher granted such a leave of absence shall have her/his position on the recall list maintained.

- 13-3.09** The School Board may grant a teacher on a recall list, upon written request, a leave of absence without pay for a period normally not exceeding one (1) year for any other reason deemed valid by the School Board.

In this case, the maintenance of position recognized on the recall list shall follow the same rules as outlined in Clause 13-3.08.

- 13-3.10** The School Board must respond in writing to every leave of absence request within thirty-five (35) days of receipt of the teacher's request for such leave.

Notwithstanding the above, for leave requests submitted for the next school year, the thirty-five (35) days will begin as of March 1st.

- 13-3.11** Leaves of absence may be renewed by the School Board if the teacher so requests in writing at least one month prior to the expiry of her/his leave of absence.

- 13-3.12** The School Board shall forward an updated recall list to the Union, to each Vocational Training centre for posting, and to each Vocational Training teacher no later than July 31st of each school year.

The teacher shall then have until August 20th of each school year to request revision of the recall lists. The changes will then be included in the preparation of the new recall list.

The School Board shall furnish the revised recall lists to the Union no later than August 25th of each school year.

- 13-3.13** The School Board and the Union shall meet to establish the distribution of the work days prior to March 31st of each year.

- 13-3.14** When the School Board has assigned its teachers with regular contracts to posts and still has posts to fill in Vocational Training it shall proceed to offer these to the teacher with the highest position on the recall list in the program that the teacher is listed for.

When contacting the teacher the School Board shall inform him/her of all posts that are available and the teacher shall have the right to select the posts(s) of his/her choice. A placement meeting may be held when a program is offered in more than one Vocational Training Centre.

The posts will be offered with the following information; the Centre, the modules, the start and end date, total number of hours of the post and whether or not the post is a replacement position.

- 13-3.15** While respecting the need for qualifications in the subject area, the School Board shall offer to as many teachers as possible on the recall lists a complete workload of seven hundred and twenty (720) hours per year (including the presentation of courses and lessons within

the guidelines of the authorized programmes, remediation, support and supervision, including supervision of industrial training as defined in the Entente).

13-3.16 For each teacher eligible to receive a contract, the School Board shall make the contract available to the teacher for signature within ten (10) work days of the hiring.

13-3.17 A teacher may refuse a position for reasons of illness, disability or work accident, maternity, paternity, adoption, full-time position with the local union or QPAT, personal choice, or any other reason agreed to by the School Board and the Union without having her/his name removed from the list.

In the case of a teacher refusing a post for the third time for a given school semester, the School Board shall not have the obligation to offer the teacher any other post for that same school semester.

However, the School Board shall strike from the list the name of any teacher who has not worked for twenty-four (24) months for reasons of personal choice or because there were no available teaching positions. Daily substitution shall not be considered as a teaching position for the purpose of crediting time for the recall list.

13-3.18 The School Board shall provide to the Union a list of the posts and the teachers who have obtained them within ten (10) work days of the hirings.

13-3.19 When for unforeseen circumstances due to declining enrolment the School Board decides that it must cancel or close a class or classes in a given Vocational Training centre, the School Board shall follow the general principle that the teacher in the lowest position in the category on the priority list in that centre shall be displaced in this process.

The School Board shall accord priority for substitution to any displaced teacher for the period of time that her/his assignment would have been in effect.

The School Board shall credit the displaced teacher with the number of hours s/he would have acquired had the cancellation not taken place.

13-3.20 In June teachers will be notified in writing if a placement meeting will take place in the program they are listed for.

- Teachers are to make themselves available in person or by proxy for the placement meeting
- Teachers are to make themselves available by telephone should posts become available at the beginning and during the school year.
- The School Board shall not have the obligation to offer a post to a teacher who cannot be contacted by telephone during a 4 hour period and shall forward the name(s) of said teacher (s) to the Montreal Teachers Association

13-3.21 The School Board shall not exceed an allocation of thirty (30) hours per week, and shall respect the maximum of seven hundred twenty (720) hours per year.

When contacting the teacher the School Board shall inform her/him of all posts available for which s/he is eligible. The teacher shall have the right to the post(s) of her/his choice.

13-3.22 The School Board shall send to the Union at the end of each month a list of any posts that have been filled during the month, any posts remaining to be filled, as well as any other changes that may have taken place such as cancellations or closures.

13-3.23 When calculating the hours of hourly-paid teachers on the recall lists each teacher shall be credited with a bank of one (1) hour per fifteen (15) hours of teaching that a post entails. This bank of hours has no monetary value. If the teacher is unable to teach the number of hours originally foreseen for the post, this bank will be used to cover missing hours.

13-3.24 When calculating the hours of hourly-paid teachers on the recall lists, each teacher shall be given credit for the number of hours normally assigned to the module, whether or not classes are cancelled on a given day.

13-3.25 Hours of teaching accumulated by short-term substitution shall not be counted for purposes of the recall lists.

13-3.26 Hours of teaching accumulated by long-term substitution shall be counted for purposes of the recall lists. Substitution shall be considered long term when the substitute teacher replaces the absent teacher for the equivalent of twenty (20) consecutive days, i.e., seventy-two (72) hours.

As of the seventy-third (73rd) hour the legally-qualified substitute teacher (as defined by clause 1-1.34 of the Entente), replacing a contracted teacher shall be entitled to payment according to her/his own applicable salary scale and this retroactively to the beginning of the substitution. Any absence of the substitute teacher for eleven (11) hours or less during the accumulation of the seventy-two (72) hours shall not interrupt this accumulation.

13-3.27 An hourly-paid teacher who, for reasons of illness, or other circumstances, is unable to teach the full number of hours of a course or courses shall retain the right to return to teach the course(s) provided that s/he has not missed more than two (2) consecutive weeks or twenty (20) percent of the number of hours of the course(s).

13-3.28 When the School Board has a long-term substitution post to be filled it shall use teachers on the recall lists in order of priority who do not already have eighteen (18) hours of teaching per week to fill these posts as long as the total number of hours for such teachers does not exceed the maximum of seven hundred and twenty (720) hours per year.

13-3.29 For the purpose of facilitating substitution, each September the School Board shall circulate a list of teachers on the recall lists with fewer than eighteen (18) hours per week and who have indicated in writing, an interest to be called to substitute, to all Vocational Training centres. A form will be provided to teachers for this purpose. A copy of this list shall be forwarded to the Union.

13-3.30 When teachers on a recall list are tied in priority, the teacher with the earliest date of employment in Vocational Training with the English Montreal School Board shall be considered to have greater priority. If the teachers are still tied then the teacher who has higher scholarship shall be considered to have greater priority. If the teachers are still tied then there shall be a drawing of lots.

13-3.31

If, in the application of Article 13-3.00 there is a lack of clarity about how to proceed, the School Board and the Union agree to meet to work out an appropriate resolution to any problems that may exist.

LETTER OF AGREEMENT

The Montreal Teachers Association (MTA) and the English Montreal School Board (EMSB) hereby agree that in recognition for serving on Governing Boards, and/or School Council and/or Allocation of Resources Committee (ARC), the teacher shall be given a total of one (1) day of compensation to be taken after June 24th. It is understood that, in granting the compensation day, there shall be no substitution cost incurred as a result of this leave.

In witness whereof we have signed on this 20th day of December 2017 in Montreal;

EMSB

MTA

Ann Watson, Chief Negotiator, EMSB

Peter Sutherland, Chief Negotiator, MTA

LETTER OF AGREEMENT

The Montreal Teachers Association (MTA) and the English Montreal School Board (EMSB) hereby agree that if there is a problem regarding the allocation or utilization of ETPs that arises in an Adult Education or Vocational Training centre, the two parties will meet to try to arrive at an appropriate resolution to the problem.

In witness whereof we have signed on this 20th day of December 2017 in Montreal;

EMSB

MTA

Ann Watson, Chief Negotiator, EMSB

Peter Sutherland, Chief Negotiator, MTA

LETTER OF AGREEMENT

The Montreal Teachers Association (MTA) and the English Montreal School Board (EMSB) hereby agree that the two parties will meet as necessary during the school year, for the purposes of discussing large class sizes in the Adult Education sector.

In witness whereof we have signed on this 20th day of December 2017 in Montreal;

EMSB

MTA

Ann Watson, Chief Negotiator, EMSB

Peter Sutherland, Chief Negotiator, MTA

LETTER OF AGREEMENT

The Montreal Teachers Association (MTA) and the English Montreal School Board (EMSB) hereby agree that regular teachers in the Vocational Sector should normally be assigned 30 hours a week for a maximum duration of 14 weeks over 200 days.

Regular teachers should only be assigned 30 hours a week for a maximum duration of 7 consecutive weeks.

Further, the MTA and the EMSB agree that a Vocational Training working committee will be established to review each program in Vocational Training in order to evaluate the feasibility of scheduling teachers for less than 30 hours a week. The members of the committee will include representatives from the AEVS department and MTA representatives as well as teachers working the actual programs in the Vocational Services Centres.

In witness whereof we have signed on this 20th day of December 2017 in Montreal;

EMSB

MTA

Ann Watson, Chief Negotiator, EMSB

Peter Sutherland, Chief Negotiator, MTA

LETTER OF AGREEMENT

1. The MTA and the EMSB hereby agree that the EMSB shall have the right to take 10% of the total monies received from the MELS for mentoring student teachers (Supplementary allocation Mesure # 30030 - Encadrement des stagiaires), with the use of this money to be determined by the EMSB.

2. The MTA and the EMSB further agree that the EMSB shall have the right to credit 10% of the money received on behalf of teachers to their respective school/centre administrations. The use of this money is to be determined by the school/centre administration in consultation with the School Council.

3. The balance of the allocation shall be credited to the cooperating teacher(s) who earned it by taking charge of the student teachers concerned. This balance shall be paid to the teacher at no cost to the EMSB on an annual basis no later than December 31st for the previous year. It is understood the words "at no cost to the EMSB" throughout this agreement signify that the applicable employer fringe benefits shall be deducted from the balance prior to final payment.

6. The MTA and the EMSB agree that when teachers leave the service of the EMSB, they will be provided the opportunity to purchase, at fair market value, any laptops or tablets that have been acquired through the EMSB ITS department with their student-teaching monies. Any funds remaining in their accounts may be used for this purpose if they so wish. No software other than the original operating system will be made available on the purchased equipment. The teacher will be given a copy of her/his personal data from the equipment.

7. The MTA and the EMSB agree that an attempt will be made by the EMSB to make available in schools and centres a Wi-Fi connection through a Bring Your Own Device (BYOD) service that will permit reasonable use of technology that has been purchased by teachers.

8. The MTA and the EMSB Human Resources Department agree that where issues arise in the application of this agreement, the two parties will meet expeditiously to resolve the issues in a fair manner.

9. The MTA and the EMSB agree that this agreement replaces the former agreement on the use of student teaching money.

In witness whereof we have signed on this 20th day of December 2017 in Montreal;

EMSB

MTA

Ann Watson, Chief Negotiator, EMSB

Peter Sutherland, Chief Negotiator, MTA

LETTER OF AGREEMENT

In order to resolve the dispute (re clause 8-13.04 of the teachers collective agreement) regarding the release of teachers assigned as Department Heads in EMSB High Schools, the EMSB and MTA agree to the following:

1. In the 2013 - 2014 school year, Department Heads currently in place within EMSB High Schools, each received an equal proportion of the monies reserved (i.e., the base salary portion of the average of one teacher post financed by the MEES divided by the number of Department Heads in the system). The total amount available in 2013-2014 was \$65,153.00.
2. In each school year, the Board will reserve one teacher post to be used for the compensation of teachers assigned as Department Heads in EMSB High Schools. The said amount will be divided equally among all Department Heads in place during the school year. The actual amount available to each will be determined once all Department Heads have been assigned for the school year, and payments will be made bi-weekly in conjunction with the regular pay cycle.
3. The maximum amount to be paid to each Department Head will not exceed the amount paid per Department Head in 2013-2014. Payments will be made bi-weekly in conjunction with the regular pay.
4. Department Heads will be given 80 minutes of release time per week (or equivalent). The release time may only be obtained through the removal of activities not related to the teacher's actual teaching work load; thus, the 80 minutes may be obtained by reduction or removal of supervision duties or the reduction or removal of homeroom duties, with the exception of removal or reduction in remediation. The administration and Department Heads of a school may also decide, through mutual agreement, to obtain a portion of the 80 minutes of release time per week through compensation days, reduction in assigned presence, reduction in personal presence or reduction of supervision during exam periods.
5. School administration, in consultation with teachers, will determine the number of Department Heads, if any.
6. School administration, in consultation with teachers in the department, will determine the teacher to be assigned as Department Head.

7. This letter of agreement terminates with the expiration of the Local Agreement. The parties agree to re-negotiate the criteria regarding the release and compensation of Department Heads for the next local agreement.
8. Should there be disagreement in the implementation of this agreement, representatives from the MTA and the EMSB Human Resources Department agree to meet to resolve the issue.

In witness whereof we have signed on this 20th day of December 2017 in Montreal;

EMSB

MTA

Ann Watson, Chief Negotiator, EMSB

Peter Sutherland, Chief Negotiator, MTA

LETTER OF AGREEMENT

VALUE ADDED REMUNERATION (Provincial Collective Agreement (Appendix XXVI))

The Parties agree to ensure that the criteria regarding the distribution of credits earned for Value Added remuneration is fair and consistent across the EMSB system. The additional information provided in this extract from the Provincial Agreement should be consulted by schools before value added credits are assigned for school activities.

Extract from the Teachers' Collective Agreement (Appendix XXVI, Point 2.5) School-level participating body of teachers

2.5 In keeping with this appendix, the mandate of a school-level participating body of teachers shall be:

- a) in accordance with point 3.4, to make recommendations on the activities recognized under the program and to ensure the respect of the rules used by the school administration to assign credits;
- b) to periodically evaluate the efficiency of the program in the delivery of the activities concerned;
- c) to make recommendations to a board-level participating body of teachers concerning certain positions or classes considered difficult in their school;
- d) to report to a board-level participating body of teachers any difficulty in applying the program.

In carrying out its mandate, a school-level participating body of teachers shall take into consideration - where applicable, the school organization plan established under article 8-10.00.

3.4. No later than June 1 or on any other date agreed to by the board and the union, as a result of the work of the board-level participating body of teachers, the board shall pay the teachers concerned, in keeping with point 3.7, the value-added recognition premium in proportion to the credits obtained by teachers during the school year based on the following principles:

- a) Activities that are normally held at a frequency of once a week throughout the entire school year shall count as 30 credits – examples: stamp club, photography club, tutoring, mentoring.
- b) Activities that are normally held at a frequency greater than once a week for part of the school year (approximately 30 sessions) shall count as 30 credits – examples: track and field team, badminton team, drama club, choral group.

- ***When credits are requested for participation in multiple teams or clubs, scheduled at different times, schools must provide this information and ensure that the groups are identified.***
- c) Activities that are normally held at a frequency greater than once a week throughout the entire school year shall count as 60 credits – examples: judo club, gymnastics club, swimming club.
- d) Major activities including, among others, a school band, senior football team, senior basketball team, annual revue that are held frequently for part of the school year (approximately 60 sessions) shall count as **60 credits for the person in charge** (head coach, band leader, etc.). These activities shall count as **45 credits for regular assistants**.
- ***There can only be one person in charge claiming 60 credits for this activity.***
- e) Supervision of an intramural program shall count as one credit per session provided that each session **lasts at least 30 minutes** – examples: afternoon skating, school choir. **A maximum of 60 credits** may be granted per teacher for any one activity.
- ***Max 1 credit per session 30minutes +. When credits are earned for participation in multiple grade levels scheduled at different times, relevant details must be provided.***
- f) Other extracurricular activities shall be recognized at the rate of one credit per session provided that each session lasts at least 30 minutes. A maximum of 60 credits may be granted per teacher for any one activity.
- ***Max 1 credit per session of 30 minutes +. The activities performed by teachers must include the participation of students.***
 - teacher in charge of the planning for a major trip (fundraising, meetings with students, etc.).
- g) As regards the maximums prescribed in subparagraph d), teachers accompanying students on overnight educational outings, which are approved by the board according to its policies, shall obtain 10 credits per night up to **30 credits per year**.
- ***Max 30 credits per year per teacher regardless of number of trips per year that teachers take with students.***

In witness whereof we have signed on this 20th day of December 2017 in Montreal;

EMSB

MTA

Ann Watson, Chief Negotiator, EMSB

Peter Sutherland, Chief Negotiator, MTA

LETTER OF AGREEMENT

The Montreal Teachers Association (MTA) and the English Montreal School Board (EMSB) hereby agree that in accordance with the current practice, the following will apply regarding the deduction for absences for teachers:

1. A full day of absence is recorded as one full day regardless of a teacher's schedule.
2. A partial day of absence is recorded as a fraction of the 300-minute daily student timetable as follows:
 - a) The denominator is 300 minutes.
 - b) The numerator is the number of minutes missed of teaching time during the student timetable and assigned presence within the student timetable.
 - c) Assigned remediation (i.e. tutorials), assigned supervision, homeroom and personal presence are not included in the numerator.

In witness whereof we have signed on this 20th day of December 2017 in Montreal;

EMSB

MTA

Ann Watson, Chief Negotiator, EMSB

Peter Sutherland, Chief Negotiator, MTA

ANNEX A

- (1) Name of the teacher
- (2) Address
Telephone number
- (3) Name of the school
- (4) Type of leave of absence
- (5) Basis of employment (full-time, part-time, teacher-by-the-lesson)
- (6) Legal qualifications (teaching diploma, teaching permit, provisional teaching authorization, tolerance, etc.)
- (7) Years of experience with the School Board
- (8) Category and step
- (9) Years of experience (in conformity with Article 6-4.00 of the Entente)
- (10) Teaching salary, supplements, total salary
- (11) Adult Education
 - a) Name
 - b) Address
 - c) Telephone Number
 - d) Name of Centre



ELEMENTARY TEACHER WORKLOAD REPORT

Teacher:

Last Name

First Name

Time Teacher

%

SECTION A

Homeroom teachers should enter "all subjects" in the column marked *Teaching Assignment/Subjects*.
It is not necessary to show when integration takes place.

Grade	Teaching Assignment / Subjects	Nb. Pupils	Teaching Minutes Per Week
		TOTAL:	

SECTION B

Workload breakdown in minutes per cycle.

Nb. Days/Cycle	Teaching Time	Homeroom Duties	Supervision	Remediation	Total

SECTION C

Please answer the following questions.

Yes

No

Do you have a least one block of 30 minutes release per day?

☐
☐

If not, is this at your request?

☐
☐

Signature of Teacher

Date

Signature of Principal

Date

ANNEX C

APPLICATION FORM FOR MEMBERSHIP IN THE
MONTREAL TEACHERS ASSOCIATION

If this is your first employment with the EMSB and you haven't applied to be a member of the MTA before, please complete this form. (If you aren't sure, please complete the form.)

I hereby apply for membership in the union known as the

Montreal Teachers Association

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

Teacher's name
(Please print)

Signature of Teacher

Address:

no. street apt.

city province postal code

Telephone #: _____

Cell: _____ E-mail: _____

Name of Witness
(Please Print)

Signature of Witness

Welcome to the MTA!

ANNEX D**LIST OF CATEGORIES****ELEMENTARY LEVEL**

CATEGORY		CODE	DESCRIPTION
1.	Bilingual	100	Bilingual Generalist (Pre-K to K)
2.	General	101	English Generalist (Pre-K to 6)
3.	Second Language	102	French Generalist (Pre-K to 6)
		103	French as a Second Language
4.	Physical Education	104	Physical Education
5.	Music	105	Music
6.	Arts	106	Art
7.	Other Specialties	107	Elementary Specialists other than those above

SPECIAL EDUCATION ELEMENTARY

1.	School Adaptation	140	Resource in regular elementary schools
2.	Special Education	141	Special Education in Social Affairs schools/Autistic students
3.	Special Education	142	Special Education for Hearing Impaired students
4.	Special Education	143	Closed Autistic/SEEDS/LD classes in regular elementary schools

SECONDARY LEVEL

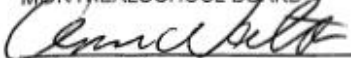
1.	First Language	120	English (including Drama)
2.	Second Language	121	French Second Language (including French First Language)
3.	Physical Education	122	Physical Education
		123	Dance
4.	Music	124	Music
5.	Arts	125	Art including Media
6.	Mathematics	126	Mathematics
		127	Computer Science
7.	Science	128	Science including Physics and Chemistry
8.	Social Studies	129	Social Studies - Includes Geography, History, Economics, Entrepreneurship, Business Subjects
9.	Personal Development	130	ERC (Ethics and Religious Culture)
			POP (Personal Orientation Project)
10.	Other Specialties	131	Other languages

SPECIAL EDUCATION SECONDARY

1.	School Adaptation	150	Special Education/resource in regular high schools
2.	Special Education	151	Special Education in Social Affairs schools
3.	Special Education	152	Special Education for Hearing Impaired students

IN WITNESS WHEREOF the parties have signed this agreement on the 20th day of December 2017 in Montreal;

ACCEPTED ON BEHALF OF THE ENGLISH
MONTREAL SCHOOL BOARD

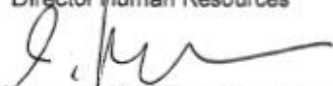

Ann Watson
Chief Negotiator


Angela Mancini
Chair of the Board



Anne Marie Matheson
Director General


Benoit Duhême
Deputy Director General


Christine Denommée
Director Human Resources


Cosmo Della Rocca
Regional Director, AEVS

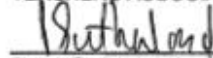

Lucie Roy
Interim Director, Legal Services

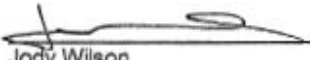

John Pevec
Principal

Anna Sanalidro
Principal


Daniela Borzacchini
Personnel Management Consultant, AEVS

ACCEPTED ON BEHALF OF THE MONTREAL
TEACHERS ASSOCIATION


Peter Sutherland
Chief Negotiator


Jody Wilson
Elementary Vice-President


Andrew Adams
High School Vice-President


Allan Short
Adult and Vocational Vice-President

Jennifer Lacroix
Treasurer


Peter McKelvie
Executive Assistant

SCHOOL BOARD POLICIES

Outside the Collective Agreement (CPNCA/QPAT – 2015-2020)

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SCHOOL BOARD POLICIES OUTSIDE THE COLLECTIVE AGREEMENT (CPNCA/QPAT 2015-2020)

The School Board adopted by resolution the policies contained herein at the meeting of the School Board held on April 25, 2012.

These policies shall be in effect for the school years coincident with the duration of the Collective Agreement (CPNCA/QPAT 2015-2020).

I. **EXTRA-CURRICULAR ACTIVITIES**

In conformity with Clause 8-7.02 (d) of the Entente, the participation of a teacher in extra-curricular activities shall be voluntary and shall not be included in her/his workload as defined in Clause 8-7.02 of the Entente.

However, to encourage the participation of teachers in such activities, the School Board shall compensate teachers who participate in such approved activities by granting them days off to a maximum of three (3) working days.

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

20 - 39 hours	-	1 day
40 - 59 hours	-	2 days
60 hours and over	-	3 days

After consultation with the School Council, the school administration shall compile a list of extra-curricular activities for the current school year.

These activities will include, among others the following:

Art Club	Graduation Committee
Athletics	Jr. Achievement Club
Audio-Visual Animator	Outdoor Education
Band	Photography Club
Chess Club	Reading Club
Choir	Robotics
Cooking Club	School Newspaper
Current Events Club	School Plans
Debating Club	Sewing Club
Drama Club	Ski Club
French Language Club	Student Council
	Yearbook Committee

When a teacher is eligible for compensation by virtue of this policy, s/he shall submit a statement to the school administration of the number of hours spent supervising ECA and a claim for the number of days of compensation to which s/he is entitled.

It must be clearly understood that, in granting compensation days under this policy, there must be no substitution costs incurred as a result of this leave.

The teachers shall also receive monetary compensation to be determined by the MTA/EMSB Labour Relations Committee, using the money attributed to the EMSB for value-added activities.

II.

SURPLUS TENURED TEACHERS

1. The School Board shall first assign surplus teachers to the assignments of long term substitution (maternity leave, long term disability, etc.) part-time assignments, and occasional substitution in a given school or cluster of schools in order that the School Board can meet its budgetary commitments for substitution and the job security provision as well as satisfy regulations and directives forwarded to the School Board from the Island Council, Ministry of Education and the Government.
2. Provided the provisions in Section 1 above have been satisfied, surplus teachers may be assigned by the School Board to types of assignments other than those described in Section 1.
3. The School Board agrees to meet the Union upon request to review the application of this policy.

IV.

EVALUATION OF STUDENTS

The School Board shall ensure that if the school administration chooses to make a change to a mark without the agreement of the teacher, the teacher may request a review of the dossier. This process will consist of a review of the dossier by the immediate superior of the principal, in consultation with the Director of the Pedagogical Services Department.

IV.

**Procedures for the Supervision and Appraisal of Teachers
(Youth Sector)**

The procedures for the supervision and appraisal of teacher performance seek to establish a systematic approach for the assessment of non-tenured and tenured teachers, by providing opportunities for growth, continuous improvement and support in areas of concern.

I.

FREQUENCY OF ASSESSMENT

1. All non-tenured teachers shall have a performance appraisal yearly.
2. Tenured teachers shall have a Performance Appraisal once every five years.

Additional performance appraisals may be conducted during a non evaluation year if the principal considers it advisable to do so because of circumstances relating to the teacher's performance.

Where a non tenured teacher is experiencing difficulties every effort should be made to ensure that appropriate decisions are made prior to the teacher obtaining his/her tenure.

II. RESPONSIBILITY

The principal is responsible for the evaluation of teachers in his/her school. However, the principal may delegate responsibility for conducting some of the performance appraisals to the vice-principal. In some cases, the principal may call upon the regional director and a member of human resources for his/her assistance. In the case where the appraisal was carried out by the vice-principal, the summative evaluation report must be signed by both the principal and vice-principal.

III. IDENTIFICATION OF THE TEACHERS TO BE EVALUATED

By October 15th, Human Resources will send to each principal a list of non tenured teachers who need to be evaluated, as well as a list of tenured teachers who are in their evaluation year.

IV. ESTABLISHMENT OF CRITERIA AND THE PROCESS TO BE FOLLOWED

Upon reception of the list of teachers to be evaluated, the principal/vice-principal will meet each teacher who has been identified for appraisal for the current year. The principal/vice-principal will review with each teacher the document entitled Performance Appraisal for Teachers, which will serve as a basis for the evaluation process. During the meeting the teacher's goals and objectives for the year should also be discussed.

The process for the performance appraisal must include the following:

- 1) A minimum of two pre-arranged classroom observations, the first of which must take place by November 15th.
- 2) The assessment period will begin immediately following initial meeting and normally end by the middle of May.
- 3) There may be some classroom observation visits that are not pre-arranged.
- 4) A post observation meeting will take place no later than one week following the classroom visit. The teacher will be provided with a brief written summary of the visit which will focus on the strengths, concerns and recommendations if any.

- 5) If the first appraisal was satisfactory, then the second appraisal can be completed at the discretion of the principal provided that it is completed by the middle of May.

Following the second appraisal, the same process must be followed. Where both appraisals were satisfactory, then the summative evaluation document is completed and a copy is given to the teacher. Copies are also sent to the Regional Director and Human Resources.

V. PROCESS FOLLOWING AN UNSATISFACTORY RATING

If following the first appraisal, the principal/vice-principal determines that the teacher is not performing satisfactorily, at a post observation conference, the principal/vice-principal will provide the teacher with the following:

- 1) A summary of the observations and concerns
- 2) A summary of remedial actions to be undertaken by the teacher to address those concerns, with specific references to the practices requiring improvement and suggestions on how to accomplish that.

Copies of these summaries will be sent to the Regional Director and Human Resources. In this case, a second appraisal must be carried out by February 15th.

If following the second appraisal, the teacher has addressed the concerns and the appraisal is satisfactory, then this appraisal completes the formal performance appraisal in his/her evaluation year. The summative evaluation is completed and sent to the Regional Director and Human Resources.

However, in such cases the principal may recommend that a repeat appraisal take place prior to that teacher's next scheduled appraisal (before the 5 year period).

In cases where the second appraisal was not satisfactory, because the teacher did not address the concerns or did not implement the remedial plan, then the principal, following his/her post observation meeting with the teacher will forward the summative evaluation to both the Regional Director and Human Resources.

VI. FOLLOW-UP FOR UNSATISFACTORY RATING

Within 30 calendar days of receiving the summative evaluation report, Human Resources will write to the teacher concerned, convening him/her to a meeting with the principal, the Regional Director and a representative from Human Resources. The teacher may choose to have a representative from MTA present at the meeting.

At this meeting the teacher will:

- a) Be provided with a brief summary of:
 - i) What is lacking in his/her performance
 - ii) Expectations/improvement
 - iii) Resources available to help him/her improve
 - iv) Possible consequences of failing to address the outlined concerns.

The teacher will be advised that a third appraisal will take place within 90 calendar days of this meeting. During this period, the principal will monitor the teacher's performance carefully and provide feedback to the teacher which could help his/her performance.

Within this 90 calendar days period, a third performance appraisal will be conducted by the principal. Where there has been sufficient improvement, the third appraisal completes the formal performance appraisal of his/her evaluation year. However, the principal may recommend that a further appraisal be conducted during the following twelve (12) months.

Where there has not been sufficient improvement, Human Resources will convene a meeting with the principal and the Regional Director to decide on the final course of action. Once decided, the decision is communicated to the teacher and the MTA.

Procedures for the Supervision and Appraisal of Teachers (Adult Education & Vocational Services Sector)

The procedures for the supervision and appraisal of teacher performance seek to establish a systematic approach for the assessment of tenured, part time and contracted hourly paid teachers by providing opportunities for growth, continuous improvement and support in areas of concern.

1. FREQUENCY OF ASSESSMENT

- 1. All teachers on the recall list shall have a Performance Appraisal yearly.
- 2. Regular teachers shall have a Performance Appraisal once every five years
- 3. Newly hired teachers shall have a performance appraisal before being added to the recall list.

Additional performance appraisals may be conducted during a non-evaluation year if the principal considers it advisable to do so because of circumstances relating to the teacher's performance.

Where a teacher on the recall list is experiencing difficulties every effort should be made to ensure that appropriate decisions are made prior to the teacher obtaining his/her tenure.

2. RESPONSIBILITY

The principal is responsible for the evaluation of teachers in his/her center. However, the principal may delegate responsibility for conducting some of the performance appraisals to the vice-principal. In some cases, the principal may call upon the regional director and a member of human resources for his/her assistance. In the case where the appraisal was carried out by the Centre vice-principal, the summative evaluation report must be signed by both the principal and vice-principal.

3. IDENTIFICATION OF THE TEACHERS TO BE EVALUATED

By October 15, the AEVS department will send to each principal an updated list of regular teachers, recall list and newly hired teachers.

4. ESTABLISHMENT OF CRITERIA AND THE PROCESS TO BE FOLLOWED

Upon reception of the list of teachers to be evaluated, the principal/vice principal will meet each teacher who has been identified for appraisal for the current year. The principal/vice-principal will review with each teacher the document entitled *Performance Appraisal for Teachers*, which will serve as a basis for the evaluation process. During the meeting the teacher's goals and objectives for the year should also be discussed.

The process for the performance appraisal must include the following:

1. A minimum of two pre-arranged classroom observations, the first of which must take place by November 15th for all **regular teachers**.

Recall list teachers and **newly hired teachers** the evaluation process shall take place as soon as the assignment begins.

2. The assessment period will begin immediately following the initial meeting and normally ends by the middle of May for regular teachers.

Recall list teachers as well as **newly hired teachers** the assessment process shall end two weeks prior to the end of the assignment.

3. There may be some classroom observation visits that are not prescheduled.
4. A post observation meeting will take place no later than one week following the classroom visit. The teacher will be provided with a brief written summary of the visit which will focus on the strengths, concerns and recommendations if any.
5. If the first appraisal was satisfactory, then the second appraisal can be completed at the discretion of the principal

Following the second appraisal, the same process must be followed. Where both appraisals were satisfactory, then the summative evaluation document is completed and a copy is given to the teacher. **Copies are also sent to the Regional Director of the AEVS department.**

5. **PROCESS FOLLOWING AN UNSATISFACTORY RATING**

If following the first appraisal, the principal/vice-principal determines that the teacher is not performing satisfactorily, at a post observation conference; the principal/vice-principal will provide the teacher with the following:

- 1) A summary of the observations and concerns
- 2) A summary of remedial actions to be undertaken by the teacher to address those concerns, with specific references to the practices requiring improvement and suggestions on how to accomplish that.

Copies of these summaries will be sent to the Regional Director and Human Resources. In this case, a second appraisal must be carried prior to the end of the assignment.

If following the second appraisal, the teacher has addressed the concerns and the appraisal is satisfactory, then this appraisal completes the formal performance appraisal in his/her evaluation year. The summative evaluation is completed and sent to the AEVS Regional Director of and Human Resources.

However, in such cases the principal may recommend that a repeat appraisal take place prior to that teacher's next scheduled appraisal (before the 5 year period).

In cases where the second appraisal was not satisfactory, because the teacher did not address the concerns or did not implement the remedial plan, the principal, following his/her post observation meeting with the teacher will forward the summative evaluation to both the AEVS Regional Director and Human Resources.

6. FOLLOW-UP FOR UNSATISFACTORY RATING

Within 30 calendar days of receiving the summative evaluation report, Human Resources will write to the teacher concerned, convening him/her to a meeting with principal, the Regional Director and a representative from Human Resources. The teacher may choose to have a representative from MTA present at the meeting.

At this meeting the teacher will be provided with a brief summary of:

- I. What is lacking in his/her performance
- II. Expectations/improvement
- III. Resources available to help him/her improve
- IV. Possible consequences of failing to address the outlined concerns.

The teacher will be advised that a third appraisal will take place within 90 Calendar days of this meeting. During the period, the principal will monitor the teacher's performance carefully and provide feedback to the teacher which could help his/her performance.

Within this 90 Calendar days period, a third performance appraisal will be conducted by the principal. Where there has been sufficient improvement, the third appraisal completes the formal performance appraisal of his/her evaluation year. However, the principal may recommend that a further appraisal be conducted during the following twelve (12) months.

Where there has not been sufficient improvement, Human Resources will convene a meeting with the principal and the Regional Director to decide on the final course of action. Once decided, the decision is communicated to the teacher and the MTA.