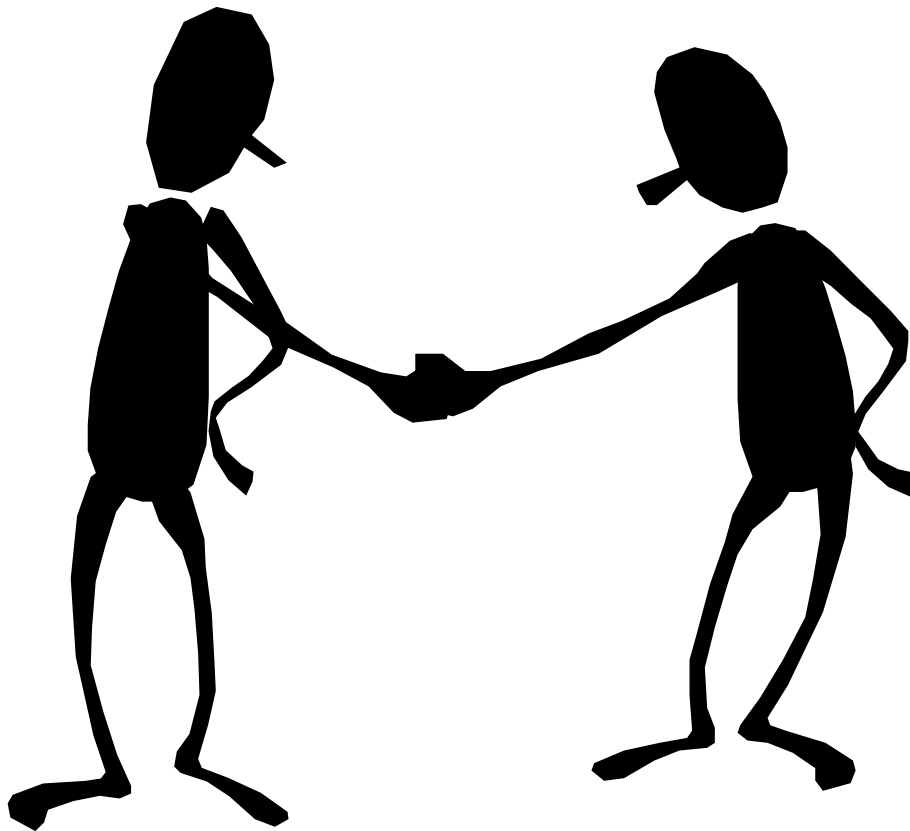


# ADULT EDUCATION HANDBOOK



**Appalachian Teachers' Association**

## **ADULT EDUCATION**

### **HOURLY PAID TEACHERS**

The following chapter, articles, clause and appendices apply:

- Definitions
- Deduction Of Union Dues Or Their Equivalent
- Nullity Of A Stipulation
- Interpretation Of Texts
- Coming Into Force Of The Entente
- Reprisals, Discrimination And Psychological Harassment In The Workplace
- Employee Assistance Program
- Retroactivity
- Recall List
- Distance Teaching In The Adult Education And Vocational Training Sectors
- Program Designed To Recognize Value Added And To Assist In The Assignment, Recruitment And Retention Of Teachers
- Letter Of Intent Concerning The Government And Public Employees Retirement Plan And Pertinent Letters Of Agreement Resulting From The Agreement Dealing With Salary Parameters, Salary Relativities, Parental Rights And Regional Disparities
- Implementation Of The New Salary Structure In The Context Of Salary Relativity

Considering the importance that the parties attribute to continuing education, they recognize that it is the teacher's duty to take the necessary measures to enable him or her to attain and maintain a high level of professional competency in keeping with the Education Act.

If the board decides to engage hourly paid teachers, it shall proceed according to the Recall List.

The board may assign other teaching hours to a teacher who already has a part-time or replacement teacher contract or who was engaged at an hourly rate, regardless of the provisions of the Recall List, when it deems it is best for the teaching to be provided.

When the board deems it necessary to have particular requirements, they must be determined beforehand after consultation with the union. The requirements must be directly related to the student needs to be filled (hearing impairment, visual impairment, etc.), the nature of the subject to be taught or similar requirements requested by an outside organization in the context of the purchase of training or customized training.

An hourly paid teacher is entitled to the procedure for settling grievances.

## Remuneration of hourly paid teachers

a) An hourly paid teacher shall be remunerated on the basis of the following hourly rates:

Periods concerned	Rates
As of the 141 <sup>st</sup> workday of the 2014-2015 school year	\$51.28
As of the 141 <sup>st</sup> workday of the 2015-2016 school year	\$52.05
As of the 141 <sup>st</sup> workday of the 2016-2017 school year	\$52.96
As of the 141 <sup>st</sup> workday of the 2017-2018 school year	\$54.02
As of the 142 <sup>nd</sup> workday of the 2018-2019 school year	\$55.38

b) The rate shall be for 50 to 60 minutes of teaching. The teacher whose periods are shorter than 50 minutes or longer than 60 minutes shall be paid as follows: the number of minutes of teaching divided by 50 and multiplied by the applicable rate.

c) Even though the rate is paid only for work performed, it includes payment for work performed and for the same paid legal holidays as those of regular teachers.

d) Additional remuneration:

As of the 141<sup>st</sup> workday of the 2018-2019 school year up to the 140<sup>th</sup> workday of the 2019-2020 school year, an hourly paid teacher shall be entitled to additional remuneration of \$0.37 for each hour paid.

## **RECALL LIST**

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

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

When the board decides to engage an hourly paid teacher or must engage a part-time or replacement teacher, it shall offer the position to the teacher in accordance with the Recall List

When the board deems it necessary to have particular requirements, they must be determined beforehand after consultation with the union. The requirements must be directly related to the student needs to be filled (hearing impairment, visual impairment, etc.), the nature of the subject to be taught or similar requirements requested by an outside organization in the context of the purchase of training or customized training.

Starting in the 2019 – 2020 school year, only persons with legal qualifications or registered in a program leading to legal qualifications will be permitted to be placed on a recall list.

As of 2018-2019 school year on June 30th of each school year, the board shall add to these lists, by specialty, the names of the legally qualified teachers who have successfully taught a minimum of 300 hours in a given specialty, for the board within the previous school year, as a teacher at an hourly rate or as a part-time teacher and have received a recommendation to be added to the list by the board after having completed the performance appraisal process.

It is understood that if a teacher, in a given year, teaches in more than one specialty, that 300 hours requirement applies to each specialty.

For each of the teacher's names on the list, the board shall, in the case of newly added names, enter the number of hours taught, to a maximum of 800 hours in the previous school year.

In the case of names already on the list, add the number of hours taught to a maximum of 800 hours in the previous school year to those already credited to the particular teacher.

It is understood that if a teacher teaches in more than one specialty, that the school board will not recognize more than a total of 800 hours in the previous year.

The List of Specialties shall include:

- a) Secondary 1 – 5 Language Arts
- b) Literacy /Study Skills / Pre-Secondary
- c) FSL Secondary 1 – 5
- d) Math Secondary 1 – 5 / Computer Applications / Sciences (includes Physical Science, Biology, Chemistry, Physics)
- e) SIS (Social Integration Services)
- f) Social Studies (includes Personal Social Development Skills)
- g) Francisation
- h) SVI (Social Vocational Integration)

A teacher's name may be removed from the recall list for one of the following reasons:

- a) Refusal of an offer of employment except in the case of:
  - i) a maternity, paternity or parental leave covered by the Act respecting labour standards (R.S.Q., c. N-1.1);
  - ii) a disability within the meaning of the agreement;
  - iii) a full-time position with the local union or QPAT;
- b) Not having worked for two years;
- c) Negligence in the performance of his or her duties.
- d) Failure to complete a replacement contract prior to the return of the absent teacher.

Should the replacement teacher leave the position prior to the return of the teacher, it shall be considered as a resignation from the board.

Should a teacher's replacement contract be extended the board will notify the teacher in writing and forward a copy to the union.

## **FULL-TIME, PART-TIME OR REPLACEMENT TEACHERS**

The Recall List applies to part-time or replacement teachers employed directly by the board to teach adults within the framework of adult education courses under the jurisdiction of the board.

## **UNION PREROGATIVES**

- Definitions
- Field Of Application And Recognition
- Recognition Of Local Parties
- Recognition Of Provincial Parties
- Use Of Board Premises For Union Purposes
- Documentation To Be Provided To The Union
- Union System
- Union Delegate
- Leaves Of Absence For Union Activities
- Leaves Of Absence Without Loss Of Salary, Supplements Or Premiums For Regional Disparities, Without Reimbursement By The Union And Without Deductions From The Bank Of Authorized Days.
- Leaves Of Absence Without Loss Of Salary, Supplements Or Premiums For Regional Disparities But For Which The Union Shall Reimburse The Board And With Deductions From The Bank Of Authorized Days
- Leaves Of Absence Without Salary For Union Activities
- Deduction Of Union Dues Or Their Equivalent

## **METHODS, SUBJECTS AND PROCEDURES OF PARTICIPATION OF TEACHERS**

The object of participation as described in this chapter is to ensure that the educational system will function harmoniously and effectively for the benefit of the students. It is recognized that teachers, as the persons most closely involved with teaching, must have input into the shaping of educational policies.

The appropriate participatory committee shall be consulted on all subjects for which the provisions of the entente, the agreement and the *Education Act* stipulate that the Board or the Principal are obliged to consult.

Consultation shall occur prior to the adoption of a policy within the scope of this agreement.

The participatory committees shall have a reasonable period of time in order to respond to a policy proposal.

The following subjects shall be submitted to the board-level participating body of teachers:

- The board's evaluation policy concerning the examinations of the board;
- Every employee assistance program that a board decides to implement;
- The criteria governing the choice of textbooks from among the list of those approved by the Minister as well as the instructional material required for teaching the programs of study and the methods of application;
- Distance teaching in the adult education and vocational training sectors.

The following subjects shall be submitted to the school-level participating body of teachers:

- The choice of textbooks and instructional materials required for teaching the programs of study.

The following subjects shall be submitted to the participating body determined by the board and the union:

- The use of technological tools as part of his or her teaching duties;
- The use of technological tools in carrying out duties related to a teacher's general duties.

At the Board level, the participatory committees shall be:

- Teacher Advisory Committee,
- Central Professional Improvement Committee,
- Special Education Teacher Parity Committee,
- The Special Education Board Parity Committee.
- Health and Safety Committee
- Labour Relations Committee

At the school / centre level, the participatory committee shall be:

- School / Centre Council
- Special Needs Committee (site based)

Each participatory committee will establish its own rules of internal procedure. If the Board decides to take a course of action other than that recommended by the Teacher Advisory Council or Special Education Teacher Parity Committee, the reasons for the decision will be given, in writing, at the next meeting of that committee. The Board must consider further recommendations of the committee, should there be any, prior to making a final decision.

## **ENGAGEMENT**

Engagement shall be the responsibility of the board.

### **Contracts of engagement**

With the exception of the engagement of a casual supply teacher, the engagement of a teacher shall be made by written contract.

The engagement of a full-time teacher, a part-time teacher, a teacher-by-the-lesson or a replacement teacher shall be made according to one of the following options:

#### **Contract**

For the purposes of signing the contract:

- Contract Of Engagement Of Full-Time Teacher
- Contract of Engagement of Part-Time Teacher
- Contract of Engagement Teacher-by-the-Lesson
- Contract of Engagement of Replacement Teacher

The board shall forward the contract to the full-time teacher (first contract only), part-time teacher, teacher-by-the-lesson or replacement teacher within 35 days of his or her first day of work.

The teacher shall have 30 days after the contract was transmitted in which to sign and return it to the board. At the end of the time limit, failure to receive the contract duly signed by the teacher, the contract is deemed signed. The board shall forward a copy of the contract, signed or not, within five days of the end of the last time limit.

#### **Letter of engagement**

The engagement of a full-time teacher (first contract only), part-time teacher, teacher-by-the-lesson or replacement teacher may also be made by letter of engagement.

The letter of engagement includes the same information as the contract. It is considered as a contract with the same obligations and legal status. It shall be forwarded to the teacher and to the union within 35 days of the teacher's first day of work.



## **Additional hours**

When the teacher is granted additional work hours, the board shall forward to the teacher and to the union a new contract or, where applicable, a new letter of engagement outlining the changes made.

The board and the union may agree to change the time limits.

The contract of engagement of a non-legally qualified teacher employed to teach on a full-time basis for one school year shall terminate automatically and without notice on June 30 of the current school year.

The contract of engagement of a teacher whose teaching authorization is revoked shall terminate automatically and without notice on June 30 of the school year during which his or her teaching authorization was revoked.

## **NONREENGAGEMENT**

The board may decide to non-reengage a teacher for one of the following reasons only: incapacity, negligence in the performance of his or her duties, insubordination, misconduct, immoral behaviour and surplus of personnel.

The contract of engagement of a teacher employed as a full-time teacher shall be an annual contract of engagement which is tacitly renewable.

The contract of engagement of a teacher employed as a teacher-by-the-lesson shall terminate automatically and without notice on the last workday of the current school year or at an earlier date, which date shall either be clearly stipulated in the contract or shall depend on the occurrence of a specific event specified in the contract. In the latter case, if the contract of engagement stipulates both a date and the occurrence of an event, the contract shall expire on the earlier date.

The contract of engagement of a teacher employed as a replacement teacher shall terminate automatically and without notice upon the return of the teacher who is replaced or at the earliest on the last day students are present in school during the current school year as established in the school calendar or on the last workday of the current school year when he or she replaces a teacher who is absent during the last 100 days of the work year.

In the case where a teacher on disability leave returns to work on a gradual basis, the contract of engagement of the replacement teacher shall continue, but is reduced in proportion to the number of hours prescribed in the period of gradual return to work until such time as the teacher who is being replaced returns to work on a full-time basis. However, during a period of gradual return to

work, the contract shall end:

- i) upon the request of the replacement teacher when the period of gradual return to work begins during the first 100 workdays of the school year;

This option can be exercised only once during a disability period and solely before the period of gradual return to work begins.

or

- ii) upon the board's request, with the replacement teacher's consent.

The contract of engagement of a teacher employed as a part-time teacher shall terminate automatically and without notice:

- i) on the last workday of the current school year, in the case of a contract for an incomplete school day for the entire school year or for an incomplete school week for the entire school year;
- ii) at the earliest on the last day during which students are present in school during the current school year as established in the school calendar, in the case of a contract to complete a school year;
- iii) notwithstanding the preceding subparagraph, on the last workday of the current school year, in the case of a contract to complete a school year beginning on or before the 101<sup>st</sup> day of the work year;
- iv) on a specific date in all other cases, which date be clearly indicated or depend on the occurrence of a specified event.

A part-time teacher whom the board engages between July 1 and December 1 to carry out the workload of a full-time teacher until the end of the school year is entitled to a full-time contract as of the date stipulated for his or her entry into service. However, the granting of a full-time contract shall be subject to the application of the provisions of clause 5-3.36.

The teacher-by-the-lesson to whom the board assigns, as a weekly average, more than 1/3 of the annual workload of a full-time teacher and who so requests the board at the time of engagement is entitled to a part-time teacher's contract. The board shall offer a replacement teacher contract to the casual supply teacher whom it engages to replace a full-time, part-time or replacement teacher whose period of absence has been predetermined as being longer than 40 consecutive workdays.

After 40 consecutive workdays of absence of a full-time, part-time or replacement teacher, the board shall offer a replacement teacher contract to the casual supply teacher who replaced the teacher during the entire absence. The contract shall be retroactive to the first workday of supply teaching resulting from the absence of the teacher who is being replaced. The fact that the casual supply teacher is absent on one or more occasions totalling not more than three days during the

accumulation of the 40 consecutive workdays of replacement shall not affect such accumulation.

A teacher may not be required to take courses or meet particular requirements in order to obtain legal qualifications other than those he or she already has or is preparing to acquire.

## **SUBSTITUTION**

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

Failing this, the Board shall call upon:

### **either**

an occasional substitute registered on a list maintained by the Board for this purpose;

### **or**

the teachers of the school who have reached the maximum of their workload who wish to do so on a voluntary basis;

### **or**

if none of the foregoing is available, the other teachers of the school according to the emergency substitution plan.

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.

If the board decides to engage a part-time or replacement teacher, it shall proceed according to the Recall List.

The board shall offer a part-time or replacement teacher contract in the following cases:

- a) to provide, during the same school year, a predetermined number of teaching hours equal to or greater than 240 hours;
- b) to provide, during the same school year, a number of teaching hours over and above the 240 hours already taught, provided that the number of hours exceeding the 240 hours in that school year be predetermined as equal to or greater than 25 hours.

When the board assigns additional teaching hours to a teacher who has a part-

time or replacement teacher contract, the board shall add those teaching hours to the number of teaching hours specified in the contract.  
In the case of replacement, the teaching hours shall be added only if they exceed 12 consecutive hours of absence of a full-time, part-time or replacement teacher. This does not apply to "popular education courses".

Applies only to the teaching hours provided in general education in the context of courses funded by the Ministère or the "purchase of training" courses under the terms of the Agreement to Amend the Canada Quebec Labour Market Agreement in Principle.

If the titles "purchase of training" and "popular education course" mentioned in this article are modified without altering the meaning, the titles shall be automatically replaced in this article.

The board may reduce the duration of a part-time or replacement teacher contract or the number of hours specified in the contract to take into account a decline in student enrollment.

## **NUMBER OF REGULAR POSITIONS**

Every year, as of the 2016-2017 school year, the board shall determine, for each specialty, the number of recurring part-time contracts with a full-time workload (100%) during the last three years.

The number of regular teaching positions at the board is equal to 75% of the total number of regular teachers, including teachers on availability and teachers with a part-time contract as determined in the preceding paragraph. The board shall be responsible for determining the specialty in which the regular teaching positions shall be assigned.

The number of regular teaching positions may increase or decrease from one year to another.

When the board must fill one or more regular teaching positions for a school year after the exercise prescribed in the first two paragraphs of this clause has been completed, it shall do so no later than December 1.

## **SENIORITY**

The teacher in the employ of the board on the date of the coming into force of the entente shall retain the seniority already acquired on that date. The same applies to the person who is not in the employ of the board as a teacher on the date of the coming into force of the entente, but who is entitled to seniority for the period prior to that date in accordance with the provisions of this agreement.

Every person who, before December 31, 1982, held a position other than a teaching or nonteaching professional position with the board and who becomes a teacher after the date of the coming into force of the entente shall have the years prior to December 31, 1982 during which he or she held such a position recognized as years of seniority, up to a maximum of eight years.

Every person who, between January 1, 1983 and the date of the coming into force of the entente, held a position other than a teaching or nonteaching professional position with the board and who becomes a teacher after the date of the coming into force of the entente shall have that period of employment recognized as years of seniority, up to a maximum of two years.

Subject to the provisions of this clause, seniority shall be calculated as of the date of the coming into force of the entente according to the following provisions.

Seniority is the period of employment:

a) at the board; however, the period of employment in positions other than those of teacher or nonteaching professional as well as the period of employment between January 1, 1983 and the date of the coming into force of the entente, held a position other than a teaching or nonteaching professional position with the board and who becomes a teacher after the date of the coming into force of the entente shall have that period of employment recognized as years of seniority, up to a maximum of two years may not be accrued for more than two years.

b) as a teacher at a school administered by an associated institution authorized by law and located in the territory of the board if the teaching offered by the school is assumed by the board.

Seniority shall be determined for teachers under contract only.

Seniority shall be determined in terms of years and portions of years. However, the time spent as a casual supply teacher shall not be counted. Nevertheless, the time that a teacher spent as a casual supply teacher in a position of which he or she is now the incumbent shall be counted.

Seniority shall be calculated in the following manner:

- a) For each school year during which a teacher had a full-time contract for 200 workdays or who, under contract, carried out a full annual teaching load, one year of seniority shall be recognized.
- b) For each school year during which a teacher had a full-time contract for less than 200 workdays and did not, under the full-time contract, carry out a full annual teaching load, a fraction of a year established according to the following formula shall be recognized for that period of employment: the number of working days included in that period, divided by 200.
- c) For each school year during which a teacher had a part-time or replacement teacher contract, a fraction of a year proportional to his or her teaching load in relation to a full annual teaching load shall be recognized.
- d) For each year taken separately before the teacher has a contract, the number of days recognized for the school year in question shall be obtained by dividing by four the number of 50- to 60-minute periods devoted to adult education. If the total number of days thus calculated is 200 days or more, one year of seniority shall be recognized. If the total is less than 200 days for the school year, the number of days thus calculated shall be accumulated and every block of 200 days shall equal one year of seniority.

For the teaching periods:

- If more than 24 consecutive months have elapsed since the non-reengagement of a teacher because of surplus or between his or her non-reengagement because of surplus and his or her reengagement by his or her board;
- If more than 24 consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher, replacement teacher or teacher-by-the-lesson and his or her reengagement by his or her board. Notwithstanding the foregoing, a teacher shall not lose seniority as long as he or she is eligible to be registered on a priority of employment list.

then:

For each year taken separately before the teacher has a contract, the number of days recognized for the school year in question shall be obtained by dividing by four the number of 50- to 60-minute periods devoted to adult education. If the total number of days thus calculated is 200 days or more, one year of seniority shall be recognized. If the total is less than 200 days for the school year, the number of days thus calculated shall be accumulated and every block of 200 days shall equal one year of seniority.

Applies to the teacher who has another contract following his or her engagement as an hourly paid teacher.

The alienation, total or partial concession, division, amalgamation or change in the legal structures of the board (including the disappearance of the board to the benefit of one or more boards) shall not affect the seniority of a teacher who was in the employ of the board or boards concerned at the time of the alienation, total or partial concession, division, amalgamation or change in the legal structures (including the disappearance of the board to the benefit of one or more boards); the seniority of the said teacher shall be the same as that he or she would have had had such a change not occurred.

Seniority shall be lost for one of the following reasons only:

- a) The teacher's resignation, except for a resignation followed by a reengagement by his or her board for services during the school year following the year of resignation;
- b) The dismissal, termination or non-reengagement uncontested or upheld by an arbitration decision, except for a dismissal, termination or non-reengagement followed by a reengagement by his or her board for services during the school year following the year of the dismissal, termination or non-reengagement;
- c) If more than 24 consecutive months have elapsed since the non-reengagement of a teacher because of surplus or between his or her non-reengagement because of surplus and his or her reengagement by his or her board, unless he or she is engaged by the board as an hourly paid teacher to provide at least 50 teaching periods, other than a replacement, in each of the school years since he or she was non-reengaged;
- d) If more than 24 consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher, replacement teacher or teacher-by-the-lesson and his or her reengagement by the board, unless he or she is engaged by the board as an hourly paid teacher to provide at least 50 teaching periods, other than a replacement, in each of the school years since his or her contract expired. However, this provision shall have no retroactive effect prior to February 1, 2006.

On or before November 30 of each year or at another date agreed upon by the board and the union, the board shall determine the seniority of every teacher in its employ in accordance with this article and shall forward a list thereof to the union.

Subsequently, unless the board and the union agree on corrections to the list, the seniority determined under this article for every such teacher may be contested.

If the union contends that the board has not established, in accordance with this article, the seniority of a teacher in its employ, it may submit the grievance to arbitration within 60 days after the union receives the first seniority list from the board following the coming into force of this agreement and, subsequently, within 40 days after the union receives the seniority list for each subsequent year. Such a grievance must be entered on the arbitration roll and must be given priority over any other grievance. The arbitrator must hear the grievance and render a decision also as a priority over any other. However, the arbitrator's decision may contain a brief description of the case and a summary of the reasons supporting its conclusion.

Within 30 days of every new engagement for the current school year and if the newly engaged individual has seniority at the time of his or her engagement, the board shall inform the union of the seniority it has determined for the teacher concerned. The union may only contest it within 30 days of receiving the notice.

In no case shall more than one year of seniority be recognized per year.

Seniority recognized for a teacher by an institution in accordance with the provisions of this agreement or the administrative policy in force in the institution at the time the board takes over the teaching services of an institution under the Ministère de la Santé et des Services sociaux shall be recognized by the board and any additional seniority shall be added thereto as provided under this article.

Any additional seniority shall be added to the seniority already recognized.

If the board that engages a teacher from another school board who is on availability according to his or her collective agreement shall recognize for that teacher: the seniority already recognized, the nonredeemable days accumulated in his or her bank of sick-leave days, tenure and years of experience. Moreover, the board shall recognize for the tenured teacher who leaves his or her board and whom it engages the **transfer of rights**:

If a tenured teacher leaves his or her board to be engaged by another school board and this has the effect of actually reducing the number of teachers on availability in his or her board or in another school board, he or she shall transfer to the board his or her tenure, years of experience, seniority, bank of nonredeemable sick-leave days and shall be entitled to the transportation costs of furniture and personal belongings.

In the event of a disagreement concerning the seniority that the board recognizes for the teacher, the teacher concerned or the union may submit a written complaint to the board within 25 days of the date of his or her engagement. Within 25 days after the board receives the complaint, the board and the union shall meet to find a satisfactory solution, if necessary; in this respect, they may correct the seniority recognized for the teacher and subsequently modify the



seniority list.

Failing agreement between the board and the union, the latter may, within 50 days after the board receives the complaint, refer the complaint to a provincial parity committee composed of a representative appointed jointly by the QESBA and the Ministère and of a representative appointed by QPAT. The committee shall study the complaint and render a unanimous decision within 30 days of the date on which it was referred to the committee. The unanimous decision shall be final and shall bind all concerned. If there is no unanimity within the committee or if no unanimous decision is reached within the time limit allotted, the union may refer the complaint to arbitration according to the procedure described within 60 days of the date on which the complaint was referred to the committee.

Notwithstanding any provision to the contrary, the seniority list in effect at the board on the date of the coming into force of this entente is deemed valid for the purposes of applying the agreement until the date of the coming into force of the new seniority list established under this article.

## **SECURITY OF EMPLOYMENT**

Apply to regular teachers only.

If the board must reduce its staff because of a surplus of personnel, it shall place on availability or non-reengage because of surplus, as the case may be, the teacher concerned for the following school year. The board must notify the teacher non-reengaged because of surplus or placed on availability before June 1 of the current school year. The non-reengagement or placement on availability shall be carried out according to the inverse order of seniority within the specialty taught in which a surplus exists. For the purposes of applying this clause, if two or more teachers have equal seniority, the teacher who has the least experience is considered as having the least seniority and, if they have equal experience, the teacher who has the least schooling is considered as having the least seniority. For the purposes of applying this clause, the board shall define the specialties.

As long as a teacher has not been assigned to an available position in his or her board or relocated to another school board, the board shall be responsible for using the services of the teacher on availability, including assigning him or her to the youth sector as well as to the vocational training sector.

Solely for the purposes of this article, tenure is the status acquired by the teacher who has completed at least two full years of continuous service with the board as a full-time teacher or a full-time regular employee in another position at the board since his or her engagement.

For the purposes of applying this clause, continuous service with an institution under the Ministère de la Santé et des Services sociaux as a full-time pedagogue

whose principal and customary occupation is to teach student during the two school years preceding the year of integration is considered as service with the board.

Subject to the following provisions, the teacher on availability shall maintain his or her status of regular teacher.

a) The teacher on availability shall receive 90% of the salary he or she would have received had he or she not been on availability.

b) Notwithstanding subclause a), the teacher on availability shall receive the following salary:

i) 85% of the salary he or she would have received had he or she not been on availability, if he or she is in his or her fourth or fifth consecutive year on availability;

ii) 80% of the salary he or she would have received had he or she not been on availability, if he or she is in his or her sixth consecutive year or more on availability.

c) The percentage of salary may be higher than the percentages mentioned in subclause a) or b) if the services of a teacher on availability are used, on an annual basis, to a greater extent than those percentages in relation to a full-time teacher, so that the teacher whose services are used at 100% shall receive 100% of the salary he or she would have received had he or she not been on availability.

d) For the first 50 workdays of the school year, the teacher on availability shall be required to be present on a full-time basis. As of the 51<sup>st</sup> workday of the school year, the teacher on availability shall be required to be present at the times indicated by the board. The board and the union may agree to modify or replace this subclause.

e) The other monetary benefits such as those deriving from insurance plans, parental rights and regional disparities shall be proportional to the salary paid.

f) Except for leaves without salary, the period of time on availability shall count as a period of service for the purposes of the three pension plans (the Civil Service Superannuation Plan (CSSP), the Government and Public Employees Retirement Plan (RREGOP) and the Teachers Pension Plan (TPP)) currently in force.

g) While the teacher is on availability, he or she shall accumulate experience as any other regular teacher, even though he or she is not receiving 100% of his or

her salary.

h) As long as the teacher on availability has not been relocated to another school board or to another educational institution in the education sector, has not been recalled by his or her board or has not lost his or her rights and benefits under this article, he or she shall remain on availability and shall be assigned duties compatible with his or her qualifications and experience, regardless of the teacher's general duties. The teacher may be assigned to the adult education or vocational training sector, even in the evening. With the teacher's consent, he or she may be assigned to a place of work outside the jurisdiction of the board.

i) The teacher on availability is entitled to all the benefits of the agreement that are not inconsistent with this article.

j) Except in the case of **replacement of full-time teachers** on a full-time leave either for the entire school year or to complete the school year, provided that the leave began on or before October 15 and whose leave may not be cancelled or terminated without the board's consent, the latter shall assign an excess teacher who has been assigned to regular substitution. In this case, no teacher shall be required to accept a transfer to a school situated more than 50 kilometres from the school where he or she was teaching at the time of the notice of transfer and more than 50 kilometres from his or her domicile at the time of the notice of transfer. However, this provision does not apply to the closing of the school where he or she taught at the time of the notice of transfer if there is no other school within the 50-kilometre radiuses. For the purposes of applying this clause, "school" designates the building where the teacher provides the major portion of his or her teaching. Failing that, it shall recall, for that purpose, one of its teachers on availability. In these cases, the board must decide whether the candidate meets the assignment criteria if he or she has the qualifications or experience required and if he or she meets the particular requirements for the position to be filled. Moreover,

- It shall assign an excess teacher who has been assigned to regular substitution
- It shall recall a teacher it placed on availability and who is not relocated. In this case, the mobility rules apply. Failing that, it shall recall a teacher who has a recall right; such a recall, where applicable, is equivalent to a contract renewal.
- It shall recall a teacher it did not reengage because of surplus and unemployed according to clause 5-3.35 and who is still entitled to it; such a recall, where applicable, is equivalent to a contract renewal.

based on seniority. The fact that a teacher on availability replaces an absent teacher or fills a position that would otherwise be assigned to a part-time teacher, replacement teacher, a teacher-by-the-lesson, an hourly paid teacher or a casual supply teacher shall not modify in any way his or her status as a teacher on availability.

k) A teacher on availability must take the retraining courses required by the board to meet its needs.

Every teacher on availability in a board who is offered employment by another school board or educational institution in the education sector, which he or she is not obliged to accept under the other provisions of this article, may accept it in writing within seven days of receiving the written offer of employment.

Every teacher on availability not relocated under the previous paragraph, as of his or her placement on availability, is offered employment by another school board or educational institution in the education sector in a school (or building where the teacher provides the major portion of his or her teaching) located within 50 kilometres from the school where he or she was teaching at the time of the notice of his or her placement on availability or within 50 kilometres from his or her domicile at the time of the notice of his or her placement on availability must accept it within seven days of receiving such a written offer of employment; for any written offer of employment made in the month of July, the 7-day time limit shall begin as of August 1. However, the teacher concerned shall retain for the first year of his or her placement on availability the right of recall to his or her original board until September 1 of the same school year.

Refusal or failure to accept the engagement offered within the time allotted shall, for all legal purposes, entail the resignation of the teacher on availability and shall cause him or her to lose all the rights and benefits accorded to him or her by this agreement, including his or her tenure, as of the expiry of the said time limit and shall automatically entail the removal of the teacher's name from the Bureau lists.

Any tenured regular teacher may substitute himself or herself for a teacher on availability provided that the board accept such a substitution. The teacher who has thus substituted himself or herself is deemed to have been placed on availability in accordance with this article. He or she shall be, as of the effective date of his or her substitution, subject to all the rights and obligations of this article.

Every teacher on availability must, upon request, provide any information relevant to his or her employment security not found in his or her file, including contact information where he or she can be reached quickly.

The teacher on availability must or may report for an interview with another school board or educational institution in the education sector when either of the latter so requests, it being specified that such an obligation does not apply during the month of July. The teacher on availability is then entitled to be reimbursed for his or her travel and accommodation expenses, where applicable, according to the policy in effect at his or her board. In this case, the board shall allow the teacher to be absent without loss of salary, supplements or premiums for

regional disparities applicable to him or her.

At the time of engagement by another school board, the tenure, the years of experience and the seniority that the teacher on availability had when he or she left his or her board shall be recognized as shall be his or her bank of nonredeemable sick-leave days.

The teacher on availability engaged by another school board may be entitled to the moving expenses if his or her engagement necessitates his or her moving.

Furthermore, in the case where the engagement of a teacher on availability by another school board necessitates his or her moving and the move must be made between September 1 and June 30, the board that engages him or her shall grant the teacher on availability:

- a) a maximum of three working days without loss of salary, supplements or premiums for regional disparities to sell the residence which is considered as his or her domicile;
- b) a maximum of three working days without loss of salary, supplements or premiums for regional disparities to look for accommodations; the 3-day maximum does not include the duration of the return trip;
- c) a maximum of three working days without loss of salary, supplements or premiums for regional disparities to cover moving and settling in.

Every teacher on availability not relocated:

- Who is offered employment by another school board or educational institution in the education sector, which he or she is not obliged to accept under the other provisions of this article, may accept it in writing within seven days of receiving the written offer of employment.
- Who, as of his or her placement on availability, is offered employment by another school board or educational institution in the education sector in a school located within 50 kilometres from the school where he or she was teaching at the time of the notice of his or her placement on availability or within 50 kilometres from his or her domicile at the time of the notice of his or her placement on availability must accept it within seven days of receiving such a written offer of employment; for any written offer of employment made in the month of July, the 7-day time limit shall begin as of August 1.

However, the board shall fill a regular teaching position of the teacher concerned in the following order:

- a) It shall assign an excess teacher who has been assigned to regular substitution.
- b) It shall recall a teacher it placed on availability.
- c) Proceeding through the Bureau, it shall engage a teacher on availability from

another English- or French-language school board who is obliged to accept the position, taking into account the provisions relating to mandatory mobility (50 km) and who is referred to it by the Bureau, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.

d) It may assign a person already in its employ provided that the person has completed two complete years of continuous service with the board on a full-time basis since the board engaged him or her.

e) Proceeding through the Bureau, it shall engage a teacher on availability from another English- or French-language school board who is not obliged to accept the position, taking into account the provisions relating to mandatory mobility (50 km) or it shall engage a tenured teacher from another English- or French-language school board referred to it by the Bureau, provided that this allows the recall or relocation of a teacher on availability, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.

f) Without proceeding through the Bureau, it may engage a tenured teacher who is not on availability from another school board or another educational institution in the education sector, provided that the engagement allows the recall or relocation of a teacher on availability.

g) Proceeding through the Bureau, it shall engage another person on availability from another school board or another educational institution in the education sector who is referred to it by the Bureau, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.

h) It shall recall a teacher it did not reengage because of surplus and unemployed and who is still entitled to it; such a recall, where applicable, is equivalent to a contract renewal.

i) The board shall engage, according to seniority, a teacher registered in the subcategory or, failing that, in the category referred to on the priority of employment list prescribed in **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)** who has accumulated two years of seniority or more on the preceding June 30 and who, where applicable, meets the additional requirements that the board may set under the following subclause j). The board shall not consider a teacher referred to in the preceding paragraph who notified the board prior to June 1 of a given school year that he or she would not be available to hold such a position during the following school year. The board and the union may modify or replace this subclause.

j) For the purposes of applying the preceding subclause i), the board that intends to fill a position may, after consulting the union, set requirements, in addition to

those prescribed in **ASSIGNMENT AND TRANSFER** , that are pertinent to the position to be filled. Where the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher registered on the recall list the board must prove that its decision is well-founded.

**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)**

The teacher shall retain for the first year of his or her placement on availability the right of recall to his or her original board until September 1 of the same school year.

Refusal or failure to accept the engagement offered within the time allotted shall, for all legal purposes, entail the resignation of the teacher on availability and shall cause him or her to lose all the rights and benefits accorded to him or her by this agreement, including his or her tenure, as of the expiry of the said time limit and shall automatically entail the removal of the teacher's name from the lists of the Bureau.

A teacher on availability who is engaged by another school board or educational institution in the education sector shall resign from the board where he or she is on availability.

Every teacher on availability who is not relocated or who is not offered employment may resign without penalty from his or her board.

The fact that a teacher on availability does not comply with an obligation imposed under this article shall, for all legal purposes, entail a resignation as well as the cancellation of all the rights that this agreement could grant him or her, including tenure.

**Rights and obligations of teachers non-reengaged because of surplus**

This clause applies to regular teachers who are non-reengaged because of surplus only:

a) The name of every teacher non-reengaged because of surplus shall be entered on the list of candidates of the Bureau and shall so remain as long as the teacher is not engaged by another school board or another educational institution in the education sector for a period not exceeding three years. The name of every teacher non-reengaged because of surplus shall also be entered on the appropriate priority of employment or recall list.

b) A teacher non-reengaged because of surplus who is offered employment in another school board or another educational institution in the education sector must accept it in writing within seven days of receiving the offer. Refusal or

failure to accept the position thus offered in the time allotted shall automatically entail the cancellation of all rights that this agreement could grant him or her, except the right of recall provided for in subclause h) of this clause. However, a teacher shall not be required to accept the position so offered in a locality where he or she has already informed the Bureau in writing that he or she would not accept employment.

c) A teacher non-reengaged because of surplus must, upon request, provide any information relevant to his or her security of employment not found in his or her file.

d) A teacher non-reengaged because of surplus must report for an interview with another school board or another educational institution in the education sector when either of the latter so requests. In this case, the teacher non-reengaged because of surplus is entitled to be reimbursed by his or her original board for his or her travel and accommodation expenses, where applicable, according to the rates in effect at that board. In this case and, where applicable, the board shall allow the teacher to be absent without loss of salary. Moreover, the teacher non-reengaged because of surplus shall not be required to report for an interview in another school board or another educational institution in the education sector situated in a locality where he or she has already informed the Bureau in writing that he or she would not accept employment.

e) The seniority of a teacher non-reengaged because of surplus who is engaged by another school board shall be recognized in accordance:

Seniority shall be lost for one of the following reasons only:

- The teacher's resignation, except for a resignation followed by a reengagement by his or her board for services during the school year following the year of resignation;
- The dismissal, termination or non-reengagement uncontested or upheld by an arbitration decision, except for a dismissal, termination or non-reengagement followed by a reengagement by his or her board for services during the school year following the year of the dismissal, termination or non-reengagement;
- If more than 24 consecutive months have elapsed since the non-reengagement of a teacher because of surplus or between his or her non-reengagement because of surplus and his or her reengagement by his or her board;
- If more than 24 consecutive months have elapsed since the expiry of the contract of engagement of the part-time teacher, replacement teacher or teacher-by-the-lesson and his or her reengagement by his or her board. Notwithstanding the foregoing, a teacher shall not lose seniority as long as he or she is eligible to be registered on a priority of employment list.

f) A teacher non-reengaged because of surplus who is engaged by another



school board is entitled to the benefits of moving expenses, if they are applicable to him or her.

g) A teacher non-reengaged because of surplus shall lose the right of recall to his or her board and his or her name shall be removed from the list of the Bureau when he or she is engaged by another school board or another educational institution in the education sector.

h) Every teacher non-reengaged because of surplus and unemployed shall have, the right of recall to the board that non-reengaged him or her until October 15 following his or her non-reengagement because of surplus. Should the teacher be recalled by his or her board to a full-time teaching position within that period, he or she must accept it in writing within seven days of receiving the notice of recall.

i) The fact that a teacher non-reengaged because of surplus does not comply with an obligation imposed under this clause shall automatically entail the cancellation of all the rights that this agreement could grant him or her, including the removal of his or her name from the list of the Bureau.

No board may invoke the "absence of legal qualifications" with regard to a teacher on availability if the only reason for the lack of legal qualifications results from the application of **Rights, obligations and salary of the teacher on availability**

a) The obligations of the board concerning the engagement of teachers on availability:

The board shall fill a regular teaching position in the following order:

It shall assign an excess teacher who has been assigned to regular substitution.

In this case,

- No teacher shall be required to accept a transfer to a school situated more than 50 kilometres from the school where he or she was teaching at the time of the notice of transfer and more than 50 kilometres from his or her domicile at the time of the notice of transfer.
- However, this provision does not apply to the closing of the school where he or she taught at the time of the notice of transfer if there is no other school within the 50-kilometre radiuses.
- For the purposes of applying this clause, "school" designates the building where the teacher provides the major portion of his or her teaching.

b) It shall recall a teacher it placed on availability and who is not relocated

according to:

Every teacher on availability in a board who is offered employment by another school board or educational institution in the education sector, which he or she is not obliged to accept under the other provisions of this article, may accept it in writing within seven days of receiving the written offer of employment.

or

Who, as of his or her placement on availability, is offered employment by another school board or educational institution in the education sector in a school located within 50 kilometres from the school where he or she was teaching at the time of the notice of his or her placement on availability or within 50 kilometres from his or her domicile at the time of the notice of his or her placement on availability must accept it within seven days of receiving such a written offer of employment; for any written offer of employment made in the month of July, the 7-day time limit shall begin as of August 1. However, the teacher concerned shall retain for the first year of his or her placement on availability the right of recall to his or her original board until September 1 of the same school year.

In this case, the mobility rules apply:

Every teacher on availability is offered employment by another school board or educational institution in the education sector in a school located within 50 kilometres from the school where he or she was teaching at the time of the notice of his or her placement on availability or within 50 kilometres from his or her domicile at the time of the notice of his or her placement on availability must accept it within seven days of receiving such a written offer of employment; for any written offer of employment made in the month of July, the 7-day time limit shall begin as of August 1. However, the teacher concerned shall retain for the first year of his or her placement on availability the right of recall to his or her original board until September 1 of the same school year.

Failing that, it shall recall a teacher relocated who has a recall right; such a recall, where applicable, is equivalent to a contract renewal.

Refusal or failure to accept the engagement offered within the time allotted shall, for all legal purposes, entail the resignation of the teacher on availability and shall cause him or her to lose all the rights and benefits accorded to him or her by this agreement, including his or her tenure, as of the expiry of the said time limit and shall automatically entail the removal of the teacher's name from the lists of the Bureau.

c) Proceeding through the Bureau, it shall engage a teacher on availability from another English- or French-language school board who is obliged to accept the position, taking into account the provisions relating to mandatory mobility (50 km)

and who is referred to it by the Bureau, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.

d) It may assign a person already in its employ provided that the person has completed two complete years of continuous service with the board on a full-time basis since the board engaged him or her.

e) Proceeding through the Bureau, it shall engage a teacher on availability from another English- or French-language school board who is not obliged to accept the position, taking into account the provisions relating to mandatory mobility (50 km) or it shall engage a tenured teacher from another English- or French-language school board referred to it by the Bureau, provided that this allows the recall or relocation of a teacher on availability, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.

f) Without proceeding through the Bureau, it may engage a tenured teacher who is not on availability from another school board or another educational institution in the education sector, provided that the engagement allows the recall or relocation of a teacher on availability.

g) Proceeding through the Bureau, it shall engage another person on availability from another school board or another educational institution in the education sector who is referred to it by the Bureau, unless the board can justify its refusal to the Bureau and such a refusal is accepted by the Bureau.

h) It shall recall a teacher it did not reengage because of surplus and unemployed who is still entitled to it; such a recall, where applicable, is equivalent to a contract renewal.

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

The board shall not consider teachers referred to in the preceding paragraph who notified the board prior to June 1 of a given school year that they would not be available to hold such a position for the following school year.

j) For the purposes of applying the preceding subclause i), the board that intends to fill a position may, after consulting the union, set requirements pertinent to that position.

Where the union contests, by means of a grievance, the decision of the board to not grant a position to a teacher whose name is on the recall list, the board must establish that its decision is well-founded.

In all such cases, the board must decide whether the teacher meets the assignment criteria if he or she has the qualifications or experience required and if he or she meets the particular requirements for the position to be determined

by the board under this article.

Moreover, based on seniority:

The board shall fill a regular teaching position in the following order:

- It shall assign an excess teacher who has been assigned to regular substitution.
- It shall recall a teacher it placed on availability and who is not relocated. Failing that, it shall recall a teacher relocated who has a recall right; such a recall, where applicable, is equivalent to a contract renewal.
- It shall recall a teacher it did not reengage because of surplus and unemployed and who is still entitled to it; such a recall, where applicable, is equivalent to a contract renewal.

Teachers who return to the board from a leave with or without salary or from a disability leave shall be reinstated in their duties in accordance with this agreement.

The board that engages a teacher from another school board who is on availability according his or her collective agreement shall recognize for that teacher: the seniority already recognized, the nonredeemable days accumulated in his or her bank of sick-leave days, tenure and years of experience. Moreover, the board shall recognize for the tenured teacher who leaves his or her board and whom it engages has **Transfer of rights** if this has the effect of actually reducing the number of teachers on availability in the teacher's board or in another school board.

During the school year preceding an amalgamation, annexation or restructuring, the board cannot invoke "surplus of personnel" so as to non-reengage or place on availability, as the case may be, regular teachers, if the surplus of personnel results from such amalgamation, annexation or restructuring.

However, as of July 2 following the date of the amalgamation, annexation or restructuring, the new board, the annexing board or the restructured board may invoke "surplus of personnel" so as to non-reengage or place on availability, as the case may be, regular teachers.

The board cannot invoke "surplus of personnel" to non-reengage regular teachers or place them on availability, as the case may be, if the surplus of personnel results from a contract concluded with a profit-making enterprise.

However, before granting a contract defined in the preceding paragraph, the board must notify the union in writing that it has obtained authorization from the Minister to grant the contract, if need be.

### **Replacement of full-time teachers**

In order to replace a full-time teacher on a full-time leave either for the entire

school year or to complete the school year, provided that the leave began on or before October 15 and whose leave may not be cancelled or terminated without the board's consent, the latter shall assign a teacher who has been assigned to regular substitution. In this case, **No** teacher shall be required to accept a transfer to a school situated more than 50 kilometres from the school where he or she was teaching at the time of the notice of transfer and more than 50 kilometres from his or her domicile at the time of the notice of transfer. However, this provision does not apply to the closing of the school where he or she taught at the time of the notice of transfer if there is no other school within the 50-kilometre radiuses. For the purposes of applying this clause, "school" designates the building where the teacher provides the major portion of his or her teaching. Failing that, it shall recall, for that purpose, one of its teachers on availability. In these cases, the board must decide whether the candidate meets the requirements for the position and seniority is applied.

### **Loan of service to a community organization**

- a) In a board where there is surplus, this measure allows a tenured teacher to avail himself or herself of a loan of service to a community organization.
- b) The granting of a loan of service shall be the exclusive responsibility of the board; however, in the case of a refusal, the board shall, if the teacher so requests, provide the latter with the reasons for its refusal.
- c) When a teacher avails himself or herself of a loan of service to a community organization:
  - The teacher is entitled, for the duration of a loan of service, to a leave without loss of salary, including premiums for regional disparities, if he or she continues to work in one of the following sectors:
    - Chapais and Chibougamau
    - Témiscaming
    - Matagami
    - Îles-de-la-Madeleine
    - Fermont
    - Territory situated north of the 51 of latitude including Kawawachikamach and Schefferville except for the locality of Fermont.
  - The teacher's workload and its organization do not apply to the teacher for the duration of the loan of service. They shall be replaced by the provisions relating to the duties, responsibilities and workload prescribed by the organization for the group of employees to which he or she belongs. If the teacher is required to work overtime, the cost shall be borne by the organization.

- For the duration of the loan of service, to the benefits he or she would have under his or her collective agreement had he or she been in the service of the board.
- On returning to the board, the teacher shall be reintegrated into his or her category or, where applicable, subcategory, subject to assignment and transfer and security of employment provisions.

d) The teacher or the board may terminate the loan of service to a community organization by means of a 10-day written notice to the other party; in this case, the teacher shall return to the board.

### **Employment premium**

a) In a board where there is surplus, this measure allows a tenured teacher who is relocated outside the public and parapublic sectors to receive an employment premium.

b) When there is no teacher on availability at the board or no teacher on availability at the board meets the requirements prescribed to fill a full-time teaching position, the board may grant an employment premium to a teacher, provided that the premium allocated allows a tenured teacher on availability to be relocated to the board from another school board.

c) The granting of this premium shall be the exclusive responsibility of the board; however, in the case of a refusal, the board shall, if the teacher so requests, provide the latter with the reasons for its refusal.

d) The premium is subject to the following conditions:

i) The board may decide to reimburse moving expenses;

ii) The board shall pay the employer that engages the teacher an employment premium equal to the annual salary applicable to the teacher at the time of his or her resignation. The premium shall be payable in 12 equal and consecutive monthly installments as of the date on which the teacher is engaged by the employer.

iii) The teacher who leaves his or her new position or the teacher whose employment in the new position is cancelled before the employment premium prescribed in subparagraph ii) is paid in full must notify the board by registered mail within 10 days of the date on which his or her employment ties were severed; the teacher is then entitled to receive the balance of the 12 installments prescribed in subparagraph ii) that the board did not pay the employer at the time when the board received the notice.

e) Notwithstanding the foregoing, the board may agree with the teacher who has been on availability for two years and for whom there is no likelihood that he or she will return to a full-time position during the following school year to end his or

her employment and to pay him or her a single lump sum equal to 12 months' salary, which amount is non pensionable. The teacher must agree to not become an employee of another school board for a period of 12 months after the employment ties have been severed.

### **Preretirement**

As of July 1, the board shall grant a preretirement leave for the current school year to the teacher who so requests if such a measure actually reduces the number of teachers on availability at the board. However, no later than August 15, the leave may be cancelled, by means of a mere written notice, if the board ascertains at that time that it no longer has the effect of actually reducing the number of teachers on availability at the board.

a) The preretirement leave shall be for a complete year; it may be for less than one full year if it comes into effect after the beginning of the work year. During the leave, the teacher shall receive 50% of the salary he or she would have received had he or she been at work.

b) The duration of the preretirement leave shall count as a period of service for the purposes of the three pension plans (CSSP, RREGOP and TPP) currently in force.

c) The preretirement leave shall take place in the year preceding the year during which the teacher is entitled for the first time to a pension without actuarial reduction under the pension plan applicable to him or her. In the case where a teacher is eligible for a pension with actuarial reduction, the granting of the leave shall be the exclusive responsibility of the board.

d) At the end of the preretirement leave, the teacher concerned shall automatically resign and shall be considered as having retired.

e) During the preretirement leave, the teacher is entitled to the benefits prescribed in the agreement, provided they are compatible with the nature of the leave.

f) During the preretirement leave, the teacher may not hold a contract of employment with an employer in the public and parapublic sectors.

When there is no teacher on availability at the board or no teacher on availability at the board meets the requirements to fill a full-time teaching position, the board may grant a preretirement leave to a teacher, provided that the leave granted allows a teacher on availability to be relocated to the board from another school board.

For the purposes of applying this article, "teacher on availability" also includes an excess teacher who has been assigned to regular substitution. In this case, no teacher shall be required to accept a transfer to a school situated more than 50 kilometres from the school where he or she was teaching at the time of the notice of transfer and more than 50 kilometres from his or her domicile at the time of the

notice of transfer. However, this provision does not apply to the closing of the school where he or she taught at the time of the notice of transfer if there is no other school within the 50-kilometre radiuses. For the purposes of applying this clause, "school" designates the building where the teacher provides the major portion of his or her teaching.

## **OTHER CONDITIONS OF EMPLOYMENT AND FRINGE BENEFITS**

Security of employment system

Promotion

Personal file and issues pertaining to disciplinary measures and sanctions excluding dismissal and non-reengagement

Dismissal

Resignation and breach of contract

Insurance plans

Regulations regarding absences

Civil responsibility

Parental rights

Special leaves and leaves for family responsibilities

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

Leaves of absence for matters related to education

Deferred salary leave

Teachers' contribution to a savings institution or credit union

Loan of service leave

Leaves for public office

Progressive retirement plan

Remuneration

When the board deems it necessary to have particular requirements, they must be determined beforehand after consultation with the union. The requirements must be directly related to the student needs to be filled (hearing impairment, visual impairment, etc.), the nature of the subject to be taught or similar requirements requested by an outside organization in the context of the purchase of training or customized training.



## **EVALUATION OF SCHOOLING**

### ***Manuel d'évaluation***

The *Manuel d'évaluation de la scolarité* is prepared by the Ministère.

### **Evaluation**

The board shall decide on the evaluation of every teacher's schooling in complete years according to the *Manuel d'évaluation de la scolarité* in force on the date of the coming into force of this entente. The decision shall appear on the official attestation of the status of the teacher's schooling which shall be issued by the board and signed by its representative. The decision also applies to a fraction of a year of schooling, if any. The board need not issue a new attestation if, following a new evaluation of a teacher's schooling, the new evaluation does not involve a change in the complete years of his or her schooling. In this case, the board shall so inform the said teacher in writing. A copy of the notice shall also be forwarded to the union.

However, the board shall issue an official attestation of schooling to the teacher:

- a) When the teacher who so requests it maintains that such new evaluation of schooling involves a change in the complete years of his or her schooling;
- b) When a modified rule is added to the *Manuel d'évaluation de la scolarité* and entails a change in the teacher's schooling.

In order to decide on the evaluation of a teacher's schooling, the board shall take into account the transcripts of marks, report cards, certificates, degrees, diplomas and official documents (within the meaning of the rules of the *Manuel d'évaluation de la scolarité*) which it has on hand concerning the teacher.

The board shall also decide on the evaluation each time it has on hand, in

accordance with Section D, new transcripts of marks, report cards, certificates, degrees, diplomas and official documents (within the meaning of the rules of the *Manuel d'évaluation de la scolarité*) concerning the teacher.

The board shall forward to every teacher the official attestation of the status of his or her schooling; a copy shall also be forwarded to the union. Similarly, the board shall forward to the teacher every document that it has on hand concerning him or her and not recognized for the purposes of evaluating his or her schooling.

### **Reevaluation resulting from a change in the status of a teacher's schooling**

a) The teacher who wishes to have his or her schooling reevaluated must submit a request to the board. Such a request must be made by a teacher in the employ of the board as well as a teacher registered on the priority of employment list or recall list or in the process of becoming eligible for either one of the lists, even if he or she is not in the employ of the board at the time of the request. The teacher must provide the board with the documents specified or with a copy of the request for the documents made by the teacher to the institution that is to issue them.

b) The board shall then, if need be, reevaluate the teacher's schooling, excluding the month of July as well as the days between December 20 and January 5, within 30 days from the date on which it received the documents. At the union's request, the board shall, within 30 days, excluding the month of July as well as the days between December 20 and January 5, of the date on which it received the documents required for the request for reevaluation, forward to the union a copy of the teacher's reevaluation file.

### **Revision**

Within 60 days (excluding the months of July and August) from the date the teacher receives the official attestation of the status of his or her schooling, he or she may submit a written request for revision to the Revision Committee. Such a request for revision may also be submitted by the union within the same time limit. A copy of the request shall be forwarded to the member designated by QPAT. The board shall also be informed of the revision request so that it may forward to the committee any information required.

**RECOGNITION OF YEARS OF EXPERIENCE** applies, it being specified that, for the purposes of determining the number of years of experience of a teacher who is engaged as a full-time teacher, for each school year taken separately, the quotient obtained by dividing by four the total number of 50- to 60-minute periods devoted to adult education or vocational training or to a pedagogical function within the meaning of **TEACHER'S WORKLOAD - General duties** shall

determine the number of days of experience recognized for the school year in question. For the period during which the teacher did not have a contract as a full-time teacher in adult education, then teaching time as a part-time teacher, a replacement teacher, a teacher-by-the-lesson or a casual supply teacher in a Québec educational institution recognized by the Ministère or in a teaching institution under government authority outside Québec shall be recognized and may be accumulated to constitute a year of experience, in which case the number of teaching days required to constitute a year of experience shall be equal to 90 days as a full-time teacher. However, he or she may not begin to accumulate days to make up a new year of experience before having completed 135 days applies for the purposes of calculating the number of years of experience.

The following apply:

- CLASSIFICATION
  - General provisions
  - Advancement in step resulting from additional schooling
  - Advancement in step resulting from additional experience
- SALARY SCALE
- ANNUAL SUPPLEMENTS

A part-time or replacement teacher is entitled to a percentage of salary equal to the percentage of the workload he or she assumes in relation to the workload of a full-time teacher.

The same holds true for premiums for regional disparities and special leaves.

Part-time or replacement teachers are also entitled to a number of hours devoted to activities carried out during pedagogical days or parts of pedagogical days to be determined by the board. The number of hours devoted to such activities shall be determined on the basis of the hours specified for the regular teacher proportional to the number of teaching hours specified in the part-time or replacement teacher's contract in relation to a full annual teaching load.

The number of hours thus obtained shall be added to the teaching hours specified in the contract. However, the total must not exceed a full annual teaching load.

The teacher shall receive annual salary as well as the supplements and the premiums for regional disparities if any, in 26 installments.

The teacher who enters the service of the board after the beginning of the work year or who leaves the service of the board before the end of the work year shall have his or her salary including the supplements and premiums for regional disparities, if any, calculated at the rate of 1/200 of the applicable annual salary

each day worked.

The board shall deduct 1/200 each workday (read 1/400 for each half workday and read 1/1 000 for every 45- to 60-minute period) of the teacher's applicable annual salary including the supplements and premiums for regional disparities, if any, in the following cases:

- a) Authorized absences without salary for a period of less than one work year;
- b) Unauthorized absences or absences used for purposes other than those authorized.

## **PROFESSIONAL IMPROVEMENT**

Every school year, the board shall have \$240 per full-time equivalent teacher in the service of the board on September 30, excluding teachers on availability. A portion of the amount shall be earmarked for training in the area of special education. Within the limits of these resources, the parties shall ensure that training requests related to special education shall be processed in a fashion to facilitate access.

For the purposes of applying this article, "full-time equivalent" includes full-time teachers, part-time teachers, replacement teachers and teachers-by-the-lesson. The amounts available for one year and not used or committed shall be added to the amounts available for the following school year.

The allocation of the amounts available for professional improvement under this chapter shall be decided by a parity committee. If the board refuses to implement a decision of the parity committee concerning the administration of the amounts, the parity committee must again consider the matter.

The Central Professional Improvement Committee (CPIC) shall be responsible for the allocation of funds made available each year through the Entente for all professional improvement and in-service training activities: for the Youth, Adult Education and Vocational Education sectors.

This allocation of funds shall be made according to the criteria determined annually by the CPIC.

An individual school or centre will establish a local PIC committee at the first staff meeting of the school year. Annually, the local PIC will review its mandate, and the needs of the milieu in determining the use of school PIC funds.

## **TEACHER'S WORKLOAD**

It shall be the responsibility of the teacher to choose the appropriate method to prepare and present his or her courses within the guidelines of the authorized programs.

The examinations of the board shall be administered in accordance with its evaluation policy.

### **General duties**

It shall be the teacher's duty to provide learning and developmental activities to students. In this context, his or her main responsibilities are:

- a) to prepare and present courses and lessons within the guidelines of the authorized programs;
- b) to assist the adult in determining his or her educational profile in relation to his or her career plans and knowledge;
- c) to assist the adult in choosing learning methods and in determining the time to be devoted to each program and to point out to him or her the difficulties which must be overcome in order to achieve each stage;
- d) to follow the adult's progress and to ensure the validity of the student's learning process;
- e) to supervise and evaluate experimental projects and workplace internships;
- f) to prepare, administer and correct tests and examinations and to complete the reports inherent to that duty;
- g) to ensure the support necessary for learning activities by participating in the following tasks: welcome and registration of adults, identification of problems that must be submitted to professionals in personal assistance, as well as the organization and supervision of sociocultural activities;
- h) to monitor the late arrivals and absences of his or her students;
- i) to participate in meetings related to his or her work;

j) to perform other duties usually assigned to teaching personnel.

A teacher's work year shall comprise 200 workdays distributed between July 1 and the following June 30.

The board shall distribute the days after consultation with the teacher or teachers subject to a particular distribution. However, a teacher shall be assured of a minimum period of four weeks' vacation usually between July 1 and August 30 of the same school year.

A teacher's workweek shall comprise five days from Monday to Friday and include 32 hours of work at school. However, the board or the principal may, as regards the 27 hours of work assign the teacher to a place of work other than the school.

Moreover, at the teacher's request, the board or the principal may, as regards the five hours assign a teacher to a place of work other than the school.

a) A teacher shall be required to be present for a total of 32 hours per workweek or the equivalent. The 32 hours of work include:

i) 27 hours per week or the equivalent at his or her assigned place of work at times determined by the board or the principal for each teacher;

ii) five hours per week or the equivalent to carry out work of a personal nature in keeping with the general duties. These five hours include the students' break or recess time when it is between two periods of workload assigned by the administration and for which no other workload is assigned.

The time required for the first 10 group meetings held immediately after the dismissal of all students and for the first three meetings with parents may exceed 32 hours, in which case, the excess time shall be compensated, during other weeks or days, by an equivalent reduction in the time prescribed for work of a personal nature mentioned in the preceding paragraph. The teacher shall determine the times during which work of a personal nature shall be reduced as though it involved a change of an occasional nature.

For the purposes of determining the number of hours devoted to carrying out work of a personal nature, the time required for the first 10 group meetings held immediately after the dismissal of all students and for the first three meetings with parents is considered as work of a personal nature.

b) The teacher shall be notified of any change in the distribution of the 27 hours prescribed in subparagraph by prior notice which shall be sufficient to allow the teacher to be present at the required time.

Moreover, if a change of a permanent nature is involved, the teacher must have

been consulted and, failing agreement on the time of the change, prior notice must be of at least five days, unless there is an agreement to the contrary between the board and the union.

c) The teacher shall determine the work he or she shall carry out during the hours based on the work of a personal nature related to the general duties. The teacher shall also be responsible for determining the times for carrying out work of a personal nature from among the times not yet determined by the board or the principal for the 27 hours of work and for the time prescribed.

d) The following terms and conditions apply for the purposes of determining the times prescribed for work of a personal nature:

i) at the beginning of the work year, the teacher shall notify, as soon as possible, the principal of the appropriate times for carrying out work of a personal nature while ensuring that the time thus determined is at least equal to the shortest passing time between classes or recess time;

ii) subsequently, the time must be modified by the teacher to take into account any time determined by the principal to carry out the 27 hours of work and the time prescribed for the first 10 group meetings held immediately after the dismissal of all students and for the first three meetings with parents;

iii) the time devoted to work of a personal nature may also be modified by the teacher during the course of the year, in which case a prior notice of at least 24 hours is required if a change of an occasional nature is involved and must specify the reason for the change;

iv) moreover, if a change of a permanent nature is involved, the time devoted to work of a personal nature may be modified by the teacher during the course of the year, in which case a prior notice of at least five days is required and must specify the reason for the change.

e) The 32 hours fall within a framework of 35 hours per week or the equivalent which shall also be determined by the board or the principal for each teacher.

Moreover, the framework must not exceed a daily span of eight hours. The board and the union may modify or replace the framework of the workweek and daily span.

f) The 32 hours, the framework of 35 hours and the daily span of eight hours do not include the period prescribed for the teacher's meal.

The 27 hours, the framework of 35 hours and the daily span of eight hours do not include the time prescribed for the first 10 group meetings held immediately after the dismissal of all students or the first three meetings with parents.

g) The work of a personal nature shall be carried out within the 8-hour daily span.

Subject to an agreement between the teacher and the principal, the times for work of a personal nature determined by the teacher under may be carried out outside of the framework of 35 hours or the daily span of eight hours.

The times for work of a personal nature determined by the teacher may also be carried out, if the teacher so decides, outside of the framework of 35 hours or the daily span of eight hours according to the following terms and conditions:

- The work shall be carried out during the 30 minutes immediately preceding or following the 8-hour daily span or during any part of the teacher's meal period exceeding 50 minutes;
- The times for carrying out the work thus determined during the lunch period cannot exceed two hours per week.

A teacher is entitled to a period of at least 50 minutes for his or her meal.

The 27 hours may be considered as an average weekly time that may be exceeded during certain weeks and compensated by a reduction in time during other weeks. In this case, however, the time during which the teacher is present shall remain at 1 080 hours per year.

If the 27 hours are considered as an average weekly time, the five hours devoted to work of a personal nature are also considered as an average weekly time that may be exceeded during certain weeks and compensated by a reduction in time during other weeks. However, the total time devoted to work of a personal nature shall remain at 200 hours per year.

In this case, the teacher shall determine the times devoted to work of a personal nature those weeks during which the hours are exceeded or reduced. The teacher shall so inform the principal as soon as possible.

i) the work must be carried during the opening hours of the centre at any time immediately following the teacher's schedule or during any part of the meal period prescribed in clause 8-8.03 exceeding 50 minutes.

If the teacher is unable to carry out all or part of the four hours due to the limited opening hours of the centre, the board and the union shall agree on terms and conditions other than those prescribed in this subparagraph.



The time devoted in the workweek to the presentation of courses and lessons within the guidelines of the programs authorized by the board as well as the time that the teacher devotes to pedagogical follow-up related to his or her specialty as required by the board shall be 20 hours per week or the equivalent. The 20 hours may be considered as the average weekly time that may be exceeded during certain weeks and compensated by a reduction in time during other weeks. In this case, however, the time to be devoted to the presentation of courses and lessons within the guidelines of the authorized programs as well as the time that the teacher devotes to pedagogical follow-up related to his or her specialty as required by the board shall remain at 800 hours per year.

Including the 24 hours devoted to pedagogical days or parts of pedagogical days to be determined by the board. Only the first four hours of a pedagogical day shall be taken from the bank of 24 hours.

If the board exceeds, for a given teacher, the 800 hours mentioned in the preceding paragraph, the teacher is entitled, for each excess period of 50 to 60 minutes devoted to the presentation of courses and lessons or to pedagogical follow-up, to compensation equal to 1/1 000 of the annual salary.

A teacher shall have access to a student's school record subject to the respect for persons and for the code of ethics of the specialists who insert documents therein.

In a school where the school administration has secretarial personnel at its disposal, the teacher may make use of this personnel to have work done which is directly related to his or her teaching. For that purpose, he or she shall approach the school administration and indicate the work he or she would like to have done and the school administration shall assign the work to its secretarial personnel according to the availability of the said personnel.

## **PROVISIONS DEALING WITH SPECIAL NEEDS STUDENTS**

### **a) Students concerned**

Except for the application of:

In addition to the services that may be provided by the centre, students may be referred by the centre intervenors to various community organizations offering services which they may need, particularly organizations under the responsibility of the Ministère de la Santé et des Services sociaux.

only students with special needs who are persons covered under section 1 of the Education Act (CQLR, chapter I-13.3) shall benefit from this article.

### **b) Prevention and early intervention**

i) Prevention and early intervention are the concern of all intervenors and are essential for ensuring student success. The parties also recognize the importance of detecting students with special needs as early as possible in their schooling or ensuring the transition of students from the youth sector so as to determine the services that may be offered.

ii) In this context, the centre administration shall provide the teacher, upon request, with information on students with special needs, which information shall be obtained by allowing teachers access to student records. The information shall be provided if it is available and is in the student's interest, the foregoing subject to the respect of persons and the code of ethics.

iii) The parties also recognize that the teacher is the first intervenor with students and, as such, must record and share with other intervenors information and observations on students, especially concerning those actions he or she has already taken.

### **c) Service approach**

- i) Services that may be offered must be in keeping with the resources available to the centre and determined by the board.
- ii) The site-based special needs committee may make recommendations to the board on the distribution of the resources available to the centre.
- iii) When a teacher detects a student whose difficulties persist, despite the actions taken and the services offered, he or she may present the situation to the centre administration.
- iv) It is up to the administration to study each situation presented and to make the appropriate decisions particularly with respect to the services that may be provided.
- v) The teacher concerned may avail himself or herself of the following mechanism:  
The board and the union may agree on an internal process for resolving the difficulties that may arise at the school-level committee. At any time and even in the absence of such a mechanism, a decision at the school level must be made without delay.
- vi) In addition to the services that may be provided by the centre, students may be referred by the centre intervenors to various community organizations offering services which they may need, particularly organizations under the responsibility of the Ministère de la Santé et des Services sociaux.

### **DEPARTMENT HEAD**

- a) If the board decides to appoint teachers to the position of department head, they shall be under the responsibility of the principal and their appointment shall be valid only to the extent that this clause is fully respected.
- b) The position of department head consists of two components, namely, the teaching function and the actual function of department head.
- c) As regards the actual function of department head, the department head must perform the following duties and responsibilities:
  - i) assume the coordination and animation of teaching activities;
  - ii) act as coordinator or animator for teachers in his or her group. He or she may encourage teachers to develop and define together, in keeping with the policies and programs in effect, teaching content, methods and techniques as well as measurement and evaluation methods necessary to foster student learning;
  - iii) work with other teachers and professionals to take the necessary measures to better meet the individual needs of students;
  - iv) assist, in particular, a teacher on probation in his or her group and participate

in his or her evaluation;

v) upon his or her immediate superior's request, collaborate in determining needs in instructional materials and other materials for his or her group and monitor use.

d) The department head must be released from a portion of his or her teaching function to be able to better carry out the function of department head. The release time must be devoted exclusively to the function of department head. It shall be the board's responsibility, after consulting the union, to determine this portion for each department head; however, the partial release time may not exceed 10 hours per week.

e) The appointment of a teacher as department head shall terminate automatically and without notice on June 30 of the school year concerned, except for an appointment of less than one year.

## **GENERAL PROVISIONS**

Grievances and arbitration

Nullity of a stipulation

Interpretation of texts

Coming into force of the entente

Reprisals, discrimination and psychological harassment in the workplace

Employee assistance program Interdiction

Availability of entente

Hygiene, occupational health and safety

Travel expenses

Amendments

Local arrangements

Budgetary rules

2000-2003 Agreement

Retroactivity

Terms and conditions for reaching consensus

Unless the context indicates otherwise, whenever a clause or an article in this chapter refers to a clause or an article that contains the term "school", it shall be replaced by the term "centre".