

## ADULT EDUCATION - 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. .