

COLLECTIVE AGREEMENT
BETWEEN
FEDERATION OF TEACHERS OF JEWISH SCHOOLS
AND
UNITED TALMUD TORAHS OF MONTREAL INC.
JEWISH PEOPLE'S SCHOOLS AND PERETZ SCHOOLS INC.
THE HEBREW ACADEMY INC.

June 30, 2011 to August 31, 2016

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TABLE OF CONTENTS

| | | |
|------------|--|----|
| ARTICLE 1 | DEFINITIONS | 1 |
| ARTICLE 2 | MANAGEMENT RIGHTS | 3 |
| ARTICLE 3 | JURISDICTION | 4 |
| ARTICLE 4 | RECOGNITION | 4 |
| ARTICLE 5 | FEDERATION PRIVILEGES | 4 |
| ARTICLE 6 | FEDERATION MEMBERSHIP | 6 |
| ARTICLE 7 | CONSULTATION STAFF COUNCIL | 6 |
| ARTICLE 8 | EDUCATIONAL COMMITTEE | 7 |
| ARTICLE 9 | ENGAGEMENT AND RE-ENGAGEMENT OF TEACHERS | 7 |
| ARTICLE 10 | TEACHERS' DISCIPLINARY FILE | 9 |
| ARTICLE 11 | SENIORITY | 9 |
| ARTICLE 12 | REDUCTION OF TEACHING HOURS | 13 |
| ARTICLE 13 | LEAVES OF ABSENCE | 15 |
| ARTICLE 14 | SABBATICAL LEAVE | 19 |
| ARTICLE 15 | MATERNITY LEAVE OF ABSENCE | 20 |
| ARTICLE 16 | REMUNERATION | 20 |
| ARTICLE 17 | MODE OF REMUNERATION | 21 |
| ARTICLE 18 | SALARY CLASSIFICATION OF TEACHERS | 22 |
| ARTICLE 19 | LEVELS OF SCHOLARITY | 23 |
| ARTICLE 20 | WORKING CONDITIONS | 24 |
| ARTICLE 21 | DEPARTMENT HEADS | 28 |
| ARTICLE 22 | GRIEVANCE PROCEDURE | 29 |
| ARTICLE 23 | SUCCESSORS' RIGHTS | 30 |
| ARTICLE 24 | INTERPRETATION | 30 |
| ARTICLE 25 | GENERAL PROVISIONS | 30 |
| ARTICLE 26 | BREACH OF CONTRACT CLAUSE | 31 |
| ARTICLE 27 | EVALUATION | 31 |
| ARTICLE 28 | RECYCLING OF TEACHERS (For High School teachers only) | 32 |
| ARTICLE 29 | PROGRAMME OF STUDIES AND COURSE OUTLINE | 33 |
| ARTICLE 30 | DURATION AND TERMINATION | 33 |

ARTICLE 1 DEFINITIONS

- 1.00 The following words shall have the following meaning whenever used in the Collective Agreement.
- 1.01 School Corporation: United Talmud Torahs of Montreal Inc. or Jewish People's Schools & Peretz Schools Inc. or the Hebrew Academy Inc.
- 1.02 (a) Teaching year: From the last six (6) week days of August until June 27th inclusive, or as may be determined by the *Ministère de l'éducation, du loisir et du sport*.
- (b) The teaching year, scheduled by the Corporation, shall include, in addition to the days mentioned in paragraph c), two (2) days for Teachers' convention and/or professional days, as determined by the Federation.
- The Federation must notify the School Corporation of the scheduled dates for the convention and/or professional days of April 30th of the preceding school year.
- (c) The School Corporation shall schedule a minimum of seven (7) professional days between the start of the teaching year and June 27th, but a maximum of two (2) professional days during the first week of the teaching year.
- 1.03 School year: from September 1st until August 31st inclusive.
- 1.04 Federation: the union certified by the appropriate authorities to represent teachers as bargaining agent with the School Corporation.
- 1.05 Membership dues: dues payable by a teacher to the Federation.
- 1.06 Recognized College, University or CEGEP: an institution of higher learning which grants degrees recognized by the Québec *Ministère de l'éducation, du loisir et du sport* or the School Corporation.
- 1.07 A recognized Hebrew/Jewish Teacher College, Seminary or Rabbinical Institution is one recognized by the School Corporation.
- 1.08 Permanent teacher: a full-time teacher who has completed two (2) full continuous years of employment with the School Corporation.

Notwithstanding other provisions of this agreement, this probationary period may be extended in exceptional circumstances for a third year upon the written request of the teacher. In such cases, the teacher shall be considered permanent upon re-engagement for a fourth consecutive year of employment with the School Corporation.

The parties acknowledge that the purpose of the probationary period is to allow the School Corporation to properly evaluate a teacher. As a consequence, in order to allow the School Corporation to properly evaluate all probationary employees in an equal manner, notwithstanding any other provision of this collective agreement, a probationary

employee who leaves on maternity and/or parental leave, remains on probation until she/he has actually taught during three hundred and sixty (360) days.

1.09 Full-time teacher: a teacher who teaches twelve (12) or more hours per week.

Any teacher who is classified or is considered a permanent teacher at the time of the signing of this collective agreement, and who requests or accepts to have his/her teaching hours reduced below twelve (12) hours a week but to at least nine (9) hours a week, shall be considered a full time teacher if thus reduced.

1.10 Probationary teacher: a teacher who has not completed the period of employment mentioned in Article 1.08.

1.11 Part-time teacher: a teacher who is employed by the School Corporation to teach less than twelve (12) hours per week.

1.12 Scholary: documented and recognized education level attained in accordance with the Collective Agreement.

1.13 (a) Period:

for U.T.T., sixty (60) teaching minutes based on a cycle of nine (9) days.

for J.P.P.S., seventy (70) teaching minutes based on a cycle of ten (10) days.

for Hebrew Academy, sixty-five (65) teaching minutes based on a cycle of nine (9) days.

It is understood that this provision applies only to High School. The teaching times mentioned above may be changed by a majority vote of the Parity Committee comprised of an equal number of individuals per side, up to a maximum of five (5) individuals per side in an individual School Corporation, said vote to be ratified by an absolute majority of the teaching staff, providing that the total minutes within a cycle involved are in conformity with the related clauses of this Collective Agreement. No loss of teaching time for any teacher will occur as a result of the implementation of this clause.

(b) Changes made by the Parity Committee must be conducted according to the following procedures:

(i) When votes at the Parity Committee are taken, all duly ratified teaching staff members on the Committee must be present;

(ii) Teaching staff committee members will be ratified by ballot by a majority of the entire teaching staff;

(b) Prior to the ratification by teaching staff, each member of the teaching staff will receive a document outlining and summarizing the subject(s) of the vote; this

document to be signed by every member of the Parity Committee prior to being disseminated to the teaching staff. Staff ratification votes are to be conducted by secret ballot.

- 1.14 (a) Years of experience: (step on scale) the past teaching experience, excluding Nursery, of a teacher at the Elementary, High School, CEGEP, College or University level recognized by the School Corporation.
- (c) Other teaching experience, excluding Nursery, may be recognized up to a maximum of two (2) years when the experience shall consist of teaching assignments equivalent to twenty-five (25) hours per week.

This applies to teachers engaged to begin employment as of the 1980-1981 school year.

- 1.15 Federation Representative: a person designated by the Federation to perform duties on behalf of the Federation, in accordance with this Collective Agreement.
- 1.16 Teacher's assistant or aide: an individual employed by the School Corporation, who assists the students and the teacher in performing activities initiated by the teacher, under the professional direction and responsibility of the teacher.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.00 The Federation recognizes the exclusive right of the School Corporation to manage and administer its schools, and without restricting or limiting the generality of the foregoing, such rights shall include among others:
- (a) the sole right to engage, discipline, suspend and dismiss teachers;
 - (b) the sole right to determine the qualifications of teachers;
 - (c) the sole right to determine curriculum, calendar and all programs of study;
 - (d) the sole right to determine and assign or re-assign teachers their professional responsibilities;
 - (e) the sole right to determine and to make rules and regulations concerning the working conditions, good order and conduct in its schools;
 - (f) the sole right to determine the philosophy, religious philosophy, religious content and character of its schools.
- 2.01 Article 2.00 shall not, however, restrict or limit in any manner whatsoever, any right granted to the Federation and Teachers by the terms and conditions of the present Collective Agreement.

ARTICLE 3 JURISDICTION

- 3.00 The present Collective Agreement shall apply to all teachers employed by the School Corporation with the exception of the hereinafter mentioned:
- (a) Principals, Vice-Principals, Head Masters, Coordinators and supervisory staff;
 - (b) Substitute or supply Teachers;
 - (c) Nursery school teachers, and pre-kindergarten teachers;
 - (d) Teachers' assistants or aides;
 - (e) Library, Bar Mitzvahs and audio-visual specialists;
 - (f) Professional or institutional staff such as, but without limiting the generality of the foregoing, psychologists, nurses, guidance counsellors, social workers;
 - (g) Administrative Staff;
 - (h) Technical and secretarial staff;
 - (i) Non-teaching "conseillers pédagogiques" and non-teaching animators.

- 3.01 The only clauses of the present Collective Agreement that shall apply to part-time teachers, shall be scholarship, scale, pro rata sick leave and Article VI, and Article XXV.

The part-time teachers shall be entitled to a leave of absence account equivalent to five per cent (5%) of their annual teaching time.

ARTICLE 4 RECOGNITION

- 4.00 The School Corporation recognizes the Federation as the sole and official bargaining agency for all teachers who are, or will become members of its teaching staff during the term of this Collective Agreement.
- 4.01 There shall be no discrimination, intimidation, interference or coercion by the School Corporation or any of its agents against any teacher because of membership, activity or desired membership in the Federation.

ARTICLE 5 FEDERATION PRIVILEGES

- 5.00 The School Corporation shall permit the Federation to post on existing notice boards in the teachers' room of the School, documents of a professional nature, or relating to the business of the Federation, and to circulate such documents to the teachers by distribution in staff rooms only.

The Federation shall also have the right to place documents in teachers' school mail boxes, where available.

- 5.01 The Federation and its members undertake that no meetings, study sessions, interruptions or work stoppages shall take place during teaching hours of the school day or scheduled in-service professional days or parent/teacher meetings.
- 5.02 At the written request of the Federation and provided that these meetings do not interrupt the continuity of the pupils' courses or other scheduled meetings of the Schools, the School Corporation shall, without charge, provide the Federation with available and suitable accommodation in one of its buildings for the purpose of holding Federation meetings. In the event that costs are incurred by the School Corporation, these costs shall be paid by the Federation.

However, the School must be advised forty-eight (48) hours in advance for the use of such accommodation.

The Federation must make arrangements for leaving premises so used in good order, and shall pay for additional costs of use of the room wherever costs are incurred by the School Corporation.

- 5.03 The Federation shall submit to the School Corporation by October 31st of each school year, a written list of its representatives who are authorized to act on behalf of the Federation.

Any subsequent changes in Federation representatives shall be forwarded promptly in writing to the School Corporation, otherwise only those representatives designated on the last list forwarded by the Federation to the School Corporation shall be entitled to act under the terms of this Collective Agreement.

- (a) Federation representatives designated pursuant to Clause 5.03, with a maximum of three (3) representatives per branch, shall be entitled to one (1) day leave of absence per year to attend meetings of the Federation. Such leave of absence shall be cumulative and shall require prior notice of at least five (5) school days.
- (b) The Federation President and/or Vice-President shall also be entitled to a total of five (5) days of leave of absence per year to attend to Federation matters. Such leaves of absence shall also require prior notice of at least five (5) school days, and no more than one (1) absence at any one school corporation at any one time. The foregoing shall not apply to the President in the event that the President is on a full-time leave of absence.

Furthermore, it is understood that leaves of absence for arbitration hearings and negotiation sessions with the School Corporation are not included in those five (5) days.

- (c) (1) The Federation President and its First Vice-President shall be entitled to a leave of absence to complete his term as elected President. Such leave shall be automatically extended for any additional term he/she is elected to.
- (2) Except in exceptional circumstances, such leaves of absence

require a notice to the administration on or before April 23rd, indicating the number of school years covered and the date of their return to work.

- (3) Although seniority shall accumulate during the leave of absence, seniority rights may not be exercised during that period. However, such period shall not count for the purpose of step on scale.

(d) Such leaves shall be without salary.

- 5.04 Whenever a teacher is required by the School Corporation to attend a meeting with any of the school representatives to discuss disciplinary measures, the teacher, as well as a Federation representative, shall be so notified in advance. A Federation representative or any other member of the Federation has the right to be present at said meeting, unless otherwise indicated by the teacher concerned.

ARTICLE 6 FEDERATION MEMBERSHIP

- 6.00 Membership in the Federation shall not be a requisite for employment in the School Corporation.
- 6.01 The School Corporation shall deduct each month from the salary of every teacher an amount equivalent to the monthly dues and remit the deductions to the Federation together with a list of the teachers included in the bargaining unit from whom deductions have been made, by the 15th calendar day following such deductions.
- 6.02 The Secretary and/or President of the Federation shall advise the School Corporation in writing by June 30th of every year, of the membership dues exigible for the subsequent school year. In the event the Federation fails to notify the School Corporation, the membership dues to be deducted from the teachers by the School Corporation during the School year, shall remain the same as the previous year.

ARTICLE 7 CONSULTATION STAFF COUNCIL

- 7.00 Each branch of each school shall have a Staff Council which will consist of representatives of teachers in the general studies, Judaic studies, and members of the administration.
- 7.01 The staff Council may, on its own, invite additional persons to attend its meetings, if it deems it necessary.
- 7.02 Meetings of the Staff Council shall not, as a general rule, interfere with the teaching duties of persons participating in the meetings.
- 7.03 All members of the Council are simply and only members of the Staff Council while the Council is in session. No special role or function should be claimed by any one member regardless of position. Members bring to the Council meetings their professional concern,

their good judgment, and experience. The Chairman and Secretary shall be elected by majority vote. No member of the administration shall serve as chairman or secretary.

- 7.04 Members of the Staff Council are to report the deliberations of the Council to the teachers.
- 7.05 Minutes of each meeting shall be kept.
- 7.06 The Staff Council is to be consulted and is to make recommendations to the School Corporation concerning the school calendar as well as of any modifications in any aspect of the educational program.

The school shall provide the staff council with a tentative school calendar no later than May 1 of each year, and the staff council may make comments or recommendations on the said calendar within 15 calendar days of the receipt of the tentative school calendar.

- 7.07 No recommendation of the Staff Council is subject to grievance.
- 7.08 Recommendations of Staff Council must be ratified by the majority of the teachers affected within the School Corporation.
- 7.09 The Staff Council may examine the evaluation form used by the School Corporation and will make recommendations.

ARTICLE 8 EDUCATION COMMITTEE

- 8.00 A minimum of two (2) teachers employed by the School Corporation shall be members of each educational committee in the School Corporation, and they shall have the same rights as granted by the by-laws and constitution of the School Corporation to other members except they shall not have the right to be present on matters involving engagement or dismissal of personnel and matters of discipline.

ARTICLE 9 ENGAGEMENT AND RE-ENGAGEMENT OF TEACHERS

- 9.00 All teachers' contracts of employment shall be for one (1) school year and shall automatically be renewed for the following school year unless a written notice of non-renewal is sent by the teacher to the School Corporation by April 23rd of the current school year, and by the School Corporation to the teacher by April 30th, the whole subject to the provisions of the present Collective Agreement regarding dismissals.

When any of the above-mentioned dates fall during Passover holidays, the delays to give notice of non-renewal shall be as follows: the notice sent by the teacher to the School Corporation shall be given no later than two (2) school days following the end of the holidays and the delay to be sent by the School Corporation to the teacher shall be sent no later than nine (9) school days after the end of the holidays.

- 9.01 Notwithstanding the above, during the first eighty (80) days during which the teacher actually taught, the teacher may be dismissed without recourse to the grievance procedure.
- 9.02 (a) Individual contracts of employment may not contradict the terms of the present Collective Agreement. Any clause in these contracts of employment which does contradict the Collective Agreement will be considered null and void.
- (b) A copy of the contract must be given to the teacher within a month after his engagement. The Federation shall supply each School Corporation with a sufficient number of copies of the Collective Agreement and the School Corporation shall remit a copy of the collective agreement to each new teacher within thirty (30) days of his hiring, as well as an envelope prepared by the Federation containing:
- (1) an application card for membership in the Federation
 - (2) an application form for participation in the insurance plans.
 - (3) information related to the Federation's rules and activities;
- 9.03 Subject to 9.01, a teacher may be dismissed, suspended or otherwise disciplined for proper cause only. In such cases, the teacher can avail himself of the grievance procedure outlined in the present Collective Agreement and any such grievance may be settled under the grievance procedure by:
- (a) confirming the employer's action, or
 - (b) re-instating the teacher with full compensation and with all his rights, or
 - (c) by any other arrangement which may be deemed just and equitable by both the teacher and the School Corporation or by the arbitrator as provided for by the Labour Code.
- 9.04 A non renewal of a permanent teacher's contract shall be considered as a dismissal for the purposes of this Collective Agreement and all articles regarding dismissal shall apply. Such a teacher whose contract is not renewed will be advised in writing, in the said notice, of the reasons for non renewal and the teacher concerned may have recourse to the grievance procedure provided for in the present Collective Agreement; a copy of the said notice of non renewal shall also be sent to the Federation.
- 9.05 If a permanent teacher is laid-off due to insufficient classes, the said teacher shall have recall rights for a period of eighteen (18) months from the date of the beginning of her/his lay-off. Seniority and continuous service shall resume from the date of return.
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ARTICLE 10 TEACHER'S DISCIPLINARY FILE

- 10.00 Every teacher summoned for reasons of discipline shall have the right to be accompanied by a Federation representative.
- 10.01 Every disciplinary measure must be issued in writing by the School Corporation or the competent authority in order to be entered in a teacher's disciplinary file and a copy of this writing must be forwarded to the teacher and the Federation.
- 10.02 Every disciplinary measure inserted in the teacher's disciplinary file shall become null and void nine (9) working months after its date of issue unless it is followed by a further disciplinary measure within this period of time.
- 10.03 Every suspension inserted in a teacher's disciplinary file shall become null and void twelve (12) working months after its date of issue unless it is followed within this period of time by a further disciplinary measure. Any undue extension of Holiday stays in the file for three (3) years.
- 10.04 The School Corporation cannot produce or invoke disciplinary measures inserted in the teacher's disciplinary file when they become null and void.
- 10.05 Only the disciplinary measure which has been properly inserted in the teacher's disciplinary file in accordance with the provisions of this Agreement may be invoked against a teacher in any grievance.
- 10.06 The teacher shall have the right to consult his disciplinary file, upon request, at a time mutually agreed upon within seventy-two (72) hours of such request, whether or not he is accompanied by a Federation representative.
- 10.07 In the case of a disciplinary measure, the teacher concerned or the Federation shall have the right to file a grievance within a period of thirty (30) calendar days only, from the issuance of the disciplinary measure.
- 10.08 For the purpose of the preceding paragraphs, the working months are the months of the teaching year.

ARTICLE 11 SENIORITY

- 11.00 Seniority is recognition of years of continuous service of a full time teacher in the employ of the School Corporation. For purposes of reduction of personnel (Article 11.11) or reduction of teaching hours, only permanent teachers shall enjoy seniority rights.
- 11.01 The School Corporation shall be governed by the principles of seniority as set forth hereinafter.
- 11.02 Job opportunity and security is intended to increase with length of continuous service in the School Corporation.

- 11.03 The School Corporation undertakes not to replace, dismiss or reduce the teaching hours of a teacher for the sole purpose of engaging another teacher whose service would be more economical to the School Corporation.
- 11.04 The principle of seniority shall prevail only when a teacher has the ability, experience, qualifications, competence, skill and knowledge to fulfill the requirements of the job.
- 11.05 The continuous service of a teacher shall be interrupted and his seniority will be lost in any of the following cases:
- (a) if he voluntarily quits the employ of the School;
 - (b) if he is dismissed for proper cause or not re-engaged and such dismissal or non-re-engagement has not been annulled by the grievance procedure;
 - (c) if the teacher has committed a breach of contract as defined in the present Collective Agreement;
 - (d) If the teacher is promoted outside the bargaining unit for more than three (3) full school years.

However, should the teacher be reassigned by the School Corporation after having been promoted for the above-mentioned three (3) full school years, as a teacher, then that teacher shall retain all seniority rights and step on scale, including the time outside of the bargaining unit.

- 11.06 By February 1st of each year, the School Corporation shall provide the Federation with a list of seniority or of modifications to the existing seniority list. This seniority, as determined on said list, shall stand until it is modified by an arbitrator.
- 11.07 If the Federation claims that the School Corporation has not determined the seniority of a teacher in its employ in accordance with this Article, and if the Federation wishes to submit this grievance to arbitration, it must proceed directly to arbitration in accordance with Article XXII and this within forty-five (45) calendar days following receipt by the Federation of such seniority list.
- 11.08 Whenever additional teaching hours per subject within a grade, excluding tutorials (such as T.E.S.L.) or coaching become available within a branch of the School Corporation, the following procedure shall apply:
- (i) The School Corporation shall post a notice of same on all teacher's bulletin boards within a branch, during five (5) consecutive school days;
 - (ii) Teachers within the branch who are interested in receiving these additional hours shall give their names within this delay;
 - (iii) The additional hours per subject within a grade shall then be distributed on the basis of seniority among all the teachers who have made application

for these hours, priority being given to teachers who are not already teaching twenty-five (25) hours or 32.4 periods per cycle for Bialik and Herzliah or 32 periods per cycle for Hebrew Academy;

However, a teacher who has made more than one application for additional hours shall be entitled to obtain additional hours in more than one subject and/or grade only after other applicants who meet the requirements of this Article have been successful in obtaining additional teaching hours.

- (iv) If no applications are received within the above five (5) school day period, the School Corporation shall distribute the teaching hours in any manner that it deems fit;
- (v) As additional hours become available after September 30th of each school year, such additional hours may be filled on a temporary basis for the current school year without any requirements of posting and distribution as outlined in this Article. Such additional hours shall not be tenured;
- (vi) Notwithstanding the above, the provisions of this Article shall never have the effect of reducing the teaching hours of a permanent teacher below twelve (12) hours per week.

11.09 The provisions of Article 11.08 regarding the assignment of additional hours shall not apply to the filling of a vacancy.

For the purposes of this Article, a vacancy is defined as teaching hours being made available by the fact that:

- (a) a teacher has left a teaching position, or
- (b) a teacher has been transferred to another teaching position, or
- (c) a teacher has been transferred outside of the bargaining unit, or
- (d) a teacher is absent on a sabbatical or on a one (1) year leave of absence, or
- (e) by the creation of an additional class in a language or a subject comprised of the following hours or periods:
 - one (1) hour in first cycle (grades 1 and 2) and four (4) hours in cycles two and three (grades 3 to 6) for Yiddish blocks in the elementary, or
 - seven (7) or more hours Hebrew block for J.P.P.S. elementary only, or
 - twelve (12) or more hours Hebrew block for U.T.T. and Hebrew Academy elementary, or

- twelve (12) or more hours French block elementary for U.T.T. and Hebrew Academy, or
- eleven and one-half (11 ½) hours French block elementary for J.P.P.S., or
- twelve (12) periods or more on a five (5) day cycle in high school, or
- five and a half (5 1/2) hours or more English, "section française", for U.T.T., or
- seven (7) or more hours Hebrew, Kindergarten, Hebrew Academy.

Whenever a vacancy has to be filled, the following procedures shall apply:

- (a) as soon as the need to fill a vacancy arises, notice of the vacancy shall be posted in each branch for five (5) consecutive school days, save for positions being formally held by teachers referred to in Article 9.02;
- (b) teachers who are interested in filling the vacancy shall make a written request within this delay;
- (c) within thirty (30) calendar days of the posting, the school shall be entitled to fill the vacancy as it sees fit. If the vacancy is not filled within this period, the teacher having the least teaching hours amongst the applicants shall be entitled to the vacant position, providing he has the necessary qualifications. In cases where the eligible applicants have the same number of teaching hours, the teacher having greater seniority shall be given preference;
- (d) the procedure mentioned herein shall not have the effect of giving to a teacher more than twenty-five (25) hours of teaching per week unless requested by the School Corporation;
- (e) the procedure mentioned herein shall not apply if it necessitates re-assignment of teachers;
- (f) The procedure outlined herein for the filling of vacancy shall not apply to a vacancy of less than forty-five (45) school days;
- (g) When vacancies become available after September 30th of each school year, such vacancies may be filled on a temporary basis for the current school year without any requirements of posting and distributing as outlined in this Article. Such hours shall not become tenured.

11.10 A teacher who obtains teaching hours or periods through the posting procedure outlined in Article 11.08 and/or 11.09 shall retain such hours for as long as these hours or periods continue to exist. Should these hours or periods cease to exist before two (2) consecutive school years, the teaching hours or periods of the teacher concerned shall be reduced accordingly. Should these hours or periods cease to exist after this delay, the provisions of Article 12 on reduction of teaching hours will apply.

- 11.11 In cases of reduction of program or of the number of classes, the following rules shall apply:
- (a) The school shall take all possible steps to avoid lay-offs of teachers such as by changing teaching assignments and/or schedules or by transferring teachers. Such transfers and changes of assignments and/or schedules shall be made on the basis of seniority;
 - (b) If lay-offs are impossible to avoid through changes in teaching assignments and scheduling or by transferring teachers, the teachers having least seniority shall be the first laid off.
- 11.12 (a) A full-time teacher with ten (10) years or more of continuous service with the School Corporation, attained both prior to and during the term of this Collective Agreement, and whose employment is terminated by 11.11, shall be entitled to a severance pay established in the manner prescribed in 11.12 b).
- (b) The severance salary in cases under 11.12 a) shall be arrived at by multiplying the number of years of service of the teacher by one-half (1/2) of his average monthly salary during the thirty-six (36) months preceding termination, providing the severance salary thus determined does not exceed the average of his annual salaries during the past three (3) years.
- 11.13 A permanent teacher who acquired more than twenty-five (25) hours per week commencing with the 1978/79 school year shall be tenured for only twenty-five (25) hours.

ARTICLE 12 REDUCTION OF TEACHING HOURS

- 12.00 A teacher may request in writing to have his/her teaching hours and/or periods reduced; any acceptance of such request will be done in writing.
- 12.01 The teaching hours of a teacher may be reduced for insufficient number of classes available or reduction of program/courses and/or electives. In such cases, this reduction of hours shall be governed by the principles of seniority outlined herein.
- However, if a teacher has obtained a second class assignment within the previous five (5) years, he/she shall lose this class rather than have a permanent teacher totally lose his/her job. Teachers will be notified of such reductions by April 30th of the current school year, subject, however, to the provisions of Article 9.00.
- 12.02 The teaching hours of a teacher may be reduced for cause providing the School Corporation notifies the teacher in writing by April 1st of the school year, that his teaching hours shall be reduced as of September 1st of the following school year.

The notice of the School Corporation must contain the reason for reduction of hours.

The teacher who is not in agreement with the decision of the School Corporation must file a written grievance within thirty (30) calendar days of the receipt of the notice. The School Corporation shall have fifteen (15) calendar days from receipt of the grievance to reply. Should agreement not be reached between the parties, the grievance shall be submitted to arbitration.

The employer shall not have the burden of proof. The arbitrator may:

- (a) Confirm the School Corporation's action or;
- (b) Reinstatement the teacher with all his rights; or
- (c) Render any other judgment which is deemed just and equitable.

In the event the decision of the arbitrator is rendered after April 30th of the current school year, and the permanent teacher does not agree with the said decision, the said teacher shall have the right to resign from his teaching duties for the next school year providing he so notifies the School Corporation within fifteen (15) calendar days of the date of the said decision.

- 12.03 (a) If the school wishes to have teachers teaching fifteen (15) hours or less per week teach eighteen (18) hours per week, it shall first require teachers who are willing to accept these additional hours on the basis of seniority. Such request must be made by April 30th for the following school year.
- (b) If additional teachers are required to teach eighteen (18) hours, they shall be chosen in reverse order of seniority.
- (c) Such teachers shall assume the additional hours no later than two (2) years after the request, failing which he/she may have his/her teaching hours reduced to nine (9) hours per week. However, in such cases, his/her seniority and permanence shall be retained.
- 12.04 (a) The parties recognize that situations may necessitate a general reduction of teaching hours of a language or subject which may be applicable for all or a group of teachers.
- (b) Should such reductions become necessary it shall be applied to all teachers of that language or subject equally.
- (c) Teachers thus affected would not suffer any decrease in pay arising out of the application of this article, provided they commit themselves to do substitution. This salary guarantee would be applicable for one year.
- (d) Any teacher who is considered or is classified as a permanent teacher at the time of the signing of this collective agreement, but whose teaching hours are or have been reduced below twelve (12)

hours a week or below sixteen (16) periods a week or the equivalent on a six (6) day cycle because of the application of this article, shall be considered as a permanent teacher.

- (e) During the period of the first year where the reduction of hours occurs, the teacher affected may be required to take courses for recycling purposes, in order that they may be able to teach other subject matters, and remain tenured to the teaching hours he had.
- (f) In any case, after that said period of one year, the seniority provisions of article 11.11 shall apply.

ARTICLE 13 LEAVES OF ABSENCE

13.00 The School Corporation shall establish and maintain for the benefit of a teacher a cumulative leave of absence account.

13.01 There shall be credited to a teacher's cumulative leave of absence account the following days and the account shall be operated in the following manner:

- (a) Teachers who have completed fifteen (15) years of continuous teaching service to the School Corporation shall be entitled to an annual leave of absence account equivalent to 7.5% of their annual teaching time;
- (b) Teachers with less than fifteen (15) years of continuous teaching service to the School Corporation shall be limited to an annual leave of absence account equivalent to 5% of their annual teaching time;
- (c) There shall be annually credited at the opening of the school year to the cumulative leave of absence account of a teacher, 7.5% or 5% of their annual teaching time, as the case may be;
- (d) Teachers with more than fifteen (15) years of continuous teaching service to the School Corporation, shall be required to maintain at all times, in the cumulative leave of absence account, a credit of 15% of their annual teaching time at the start of every school year;
- (e) Teachers with less than fifteen (15) years of continuous teaching service to the School Corporation, shall be required to maintain in their cumulative leave of absence account a credit of 10% of their annual teaching time at the start of every school year;
- (f) At the beginning of every school year, there shall be an additional credit to the teacher's cumulative leave of absence account as set forth in paragraphs a) or b);
- (g) At the end of the school year, the excess balance remaining in the teacher's cumulative leave of absence account above the minimum requirements set forth in

paragraphs d) or e) shall be paid to the teacher at the rate of one-third (1/3) of the salary scale of that teacher for the past year, calculated prorata;

- (h) The payment due by the School Corporation pursuant to paragraph g) shall be paid to the teacher at the end of September of the next school year;
- (i) A teacher leaving the employ of the School Corporation after ten (10) years of continuous service, shall be entitled to receive one-third (1/3) of his cumulative leave of absence account as at the day of termination of his employment calculated prorata;
- (j) Teachers that were in the employ of the School Corporation prior to the date of signing of the present Collective Agreement shall have additionally credited to their cumulative leave of absence account the number of days previously accumulated under the terms of previous Collective Agreement.

13.02 At the end of a school year, a teacher may request, in writing, from the School Corporation, and the School Corporation shall furnish, in writing, a statement of his credit in the cumulative leave of absence account. If the payroll system allows for such a possibility, this amount of time must be expressed in a manner relevant to the teacher involved. If the payroll system allows for this possibility, the amount of time in the cumulative absence account is to be expressed in hours for elementary teachers and in periods for high school teachers. The School Corporation will make the necessary request with its payroll service in order to verify whether the time may be reported as expressed in this article.

13.03 A teacher shall notify as soon as possible a person designated by the School Corporation of his/her absence but at the latest by 22:00 of the day preceding the absence or, between 06:30 and 07:00 of the day in question, failing which, this day shall not be chargeable to the cumulative leave of absence account and for which salary deduction shall be made.

13.04 A teacher absent from school on the day immediately preceding or immediately following a school holiday, exclusive of Saturday and Sunday, shall not be entitled to have charged such absence to the cumulative leave of absence account unless he submits a certificate from a *M.D., D.D.S., D.C. or D.O. attesting to the nature of the illness and fitness to resume teaching duties, within five (5) clear school days if requested, in writing, by the School Corporation upon his return.

13.05 A teacher absent for a period of more than three (3) consecutive school days, shall, if requested in writing by the School Corporation, produce within five (5) clear school days, a signed certificate from a *M.D., D.D.S., D.C. or D.O., attesting to the nature of the illness and fitness to resume teaching duties. Before resuming teaching responsibilities, the School Corporation may require, and the teacher shall submit to a medical examination before a physician mutually acceptable and who is under Medicare.

*M.D. - Doctor of Medicine

D.D.S. - Doctor of Dental Surgery

D.C.- Doctor of Chiropractory
D.O.- Doctor of Osteopath

- 13.06 A teacher authorizes, and shall, if necessary, give written consent to his M.D., D.D.S., D.C., D.O. to furnish information to the medical consultant of the School Corporation concerning the illness which precipitated the absence provided that the medical consultant of the School Corporation shall preserve the confidentiality of the information given to him.
- 13.07 A teacher's failure to comply with the provisions of 13.04, 13.05, 13.06, may be cause for appropriate disciplinary sanctions, the whole subject to the grievance procedure.
- 13.08 A teacher's absence which exceeds the cumulative leave of absence account or for which no special provision has been made in this Collective Agreement, shall be deducted by the School Corporation, from the teacher's salary at a rate of one-two-hundredth (1/200) of the teacher's annual salary for every day of absence.
- 13.09 In the event a teacher collects the illness benefits and is unable to subsequently resume his teaching duties for the balance of the school year, the School Corporation shall be entitled to reimbursement of the excess of the proportion of cumulative leave of absence payments paid to the teacher on the basis of one (1) day or one and one-half (1 1/2) days as the case may be of cumulative leave of absence having been granted to the teacher for each month or part thereof that the teacher taught for the School Corporation up to a maximum of ten (10) or fifteen (15) days as the case may be.
- 13.10 There shall be chargeable to a teacher's leave of absence account the following days:
- (a) The period of the teacher's personal illness or injury;
 - (b) The time for which a teacher must write an examination at a recognized University or College, provided that five (5) school days advance written notice is given to the School Corporation;
 - (c) The day on which a teacher moves his residence, the maximum of one (1) day per school year, provided that three (3) school days written notice is given to the School Corporation;
 - (d) The marriage of a teacher to a maximum of five (5) consecutive school days, provided that thirty (30) calendar days written notice is given by the teacher to the School Corporation;
 - (e) The day of marriage of a son, daughter, grand-child, brother, sister, mother, father, mother-in-law, father-in-law, step-brother, step-sister, step-mother, step-father, provided that advance written notice of ten (10) school days is given by the teacher to the School Corporation;
 - (f) The time for the convocation ceremonies at a recognized University, College or Teacher's Seminary at which the teacher, spouse, child, son-in-law, daughter-in-

law, grand-child, mother, father, brother, sister, step-brother, step-sister, step-mother, step-father, is to receive a degree, provided that written notice of five (5) school days is given by the teacher to the School Corporation;

- (g) Five (5) days for the birth of his or her child, the adoption of a child or where there is a termination of pregnancy in or after the twentieth (20th) week thereof; the first two (2) days to be compensated if the employee has been in the employ of the Employer for more than sixty (60) days;
- (h) One-half (1/2) day for the birth (“milah”) of a male child born to the teacher, his son or daughter, provided written notice of three (3) school days is given to the School Corporation;
- (i) Act of God (disaster, fire, flood, death of friend or relative) which forces absence from School;
- (j) The day of appearance in Court for separation, divorce or personal proceedings provided that five (5) calendar days advance written notice is given to the School Corporation;
- (k) For serious illness of spouse, child, parent, brother or sister;
- (l) For personal business (personal leaves) with a maximum of three (3) days per year. In such cases, prior notice of at least two (2) school days must be given to the School Corporation. These days of absence may not be taken consecutively nor on Mondays or Fridays nor on days immediately preceding or following a holiday, except with the prior consent of the School Corporation;
- (m) Two (2) days for the death of in-laws or grand-parents.

13.11 Teachers will be entitled to compassionate leave of five (5) days with pay for the death of his or her spouse, child, father, mother, brother or sister and relevant step categories.

13.12 Teachers shall be entitled to leaves of absence for the time required for jury or for appearance in Court as a witness without any loss of salary subject to abatement in salary corresponding to the fee received by the teacher for juror service or appearance as a witness.

13.13 The teacher who is suffering from a prolonged sickness of more than six (6) consecutive months within a school year, attested by a proper medical certificate, will obtain leave of absence without pay for the remainder of the school year already in session.

13.14 (a) The School Corporation may grant a teacher one (1) leave of absence without pay for a period not exceeding one contractual year to enable him to attend to personal matters deemed valid by the School Corporation.

(b) The Corporation's refusal to grant such leave of absence is not subject to grievance.

- (c) If such leave is granted for one full school year, the teacher must confirm his (her) intent to return for the following school year by February 1st, and actually return for that school year, otherwise the teacher shall be deemed to have resigned from the Corporation.
- 13.15 (a) If a teacher has been teaching for the School Corporation for more than six (6) consecutive years, and has given a written notice of a request for a personal leave of absence of one (1) year no later than February 1st, the School Corporation will give priority to such requests by order of seniority. However, no more than one teacher per branch or subject matter will benefit from this clause at any one time. If a teacher cannot obtain such a leave due to the aforementioned reasons, his name shall be put on a priority list and shall be treated on a "first asked first served" basis for the following year.
- (b) A full school year leave is not renewable and would not count for the purposes of seniority and step on scale and may not be utilized to accept another teaching position within a radius of eighty (80) kilometers from Montreal.

ARTICLE 14 SABBATICAL LEAVE

- 14.00 Teachers with more than six (6) years continuous teaching service to the School Corporation are entitled to a Sabbatical Leave of one (1) year without salary, subject to the following conditions:
- (a) The said leave is for approved full-time study related to education at a recognized University or College and the program of study is submitted to the School Corporation at the time of the request;
 - (b) Written notice to the School Corporation shall be given by the teacher no later than February 1st of the year immediately preceding the said leave;
 - (c) That the said teacher agrees to resume teaching duties with the School Corporation for at least one (1) school year following the Sabbatical leave.
- 14.01 A teacher on an authorized sabbatical leave shall notify the school of his/her return for the following school year before February 1st, otherwise the teacher shall be deemed to have resigned from the Corporation. A teacher returning from sabbatical leave shall retain his seniority rights, obtain his step on scale at the time of his departure, and his reclassification of scholarship, if necessary, as well as any and all other benefits accruing to the teacher in virtue of this Collective Agreement. In the event that the Pension Fund and/or disability insurance and/or life insurance requires the teacher to continue his contributions during the year of Sabbatical leave, the teacher shall be obliged to remit such contributions as they become exigible and the School Corporation shall contribute its share for the said plan. The School Corporation shall retain from the August salary the teacher's share of the cost of the said plans.

ARTICLE 15 MATERNITY LEAVE OF ABSENCE

- 15.00 The Provincial regulation regarding maternity leave, arising out of the Labour Standards Act, shall form part of this Agreement.
- 15.01 The teacher shall be entitled to resign as a result of her maternity and this without penalty for breach of contract on her part, the whole subject to maternity leave provisions as provided for in 15.00.
- 15.02 (a) The maternity leave of absence may be extended during the school year in the course of which the birth or adoption takes place.
- (b) In this case, the teacher must, prior to taking such leave, forward to the School Corporation a written request to this effect.
- (c) The date of the return to work must coincide with the requirements of 15.03 e).
- 15.03 The maternity leave of absence may be extended for one complete school year beyond the current year at the teacher's discretion. In such case, the following conditions shall apply:
- (a) The teacher must forward to the School Corporation written notification to this effect before April 23rd;
- (b) The year shall not be counted towards seniority;
- (c) The year shall not be counted as a year of experience;
- (d) The teacher shall undertake to pay the total cost of all premiums or contributions for fringe benefits to which she is entitled by virtue of this Agreement and shall pay the amount in advance to the School Corporation;
- (e) If, after having made a request for an extended leave of absence pursuant to subparagraph (a), a teacher wishes to withdraw her request, she shall be entitled to resume teaching provided a position is still available, and such return to work shall have to take effect immediately after a natural school year break (i.e. winter break, Passover, summer holidays or in general a school session as determined by the School Corporation), the whole subject to the general provisions of the maternity leave as provided for in 15.00.
- 15.04 A teacher who adopts a child shall be entitled to all provisions and standards articulated in the Act Respecting Labour Standards regarding adoption.

ARTICLE 16 REMUNERATION

- 16.00 A teacher shall receive remuneration in accordance with the salary scale and indexation formula annexed to this Collective Agreement, which forms an integral part of this Collective Agreement, but subject to the following conditions:

- 16.01 (a) For elementary schools, the salary scale is calculated on the basis of a twenty-five hour teaching week;
- (b) For high schools, the salary scale is calculated on the basis of twenty-seven (27) teaching periods per week plus six (6) paid spare periods or its equivalent on a nine (9) or ten (10) day cycle (see appendix "A").

Any teacher who teaches more or less than the requirements specified in this article, shall be paid on a prorata and proportional basis (See Appendix "A").

However, those teachers who were teaching at least twenty-six (26) periods in the previous school year, and whose course subject does not permit them to attain twenty-seven (27) periods, would either:

- (a) be paid proportionately less;
- (b) choose to teach other courses, if available and if qualified, and hence be paid accordingly;
- (c) commit themselves to do substitution up to the twenty-seven (27) period level or its equivalent on cycles of six (6) or more days, and hence be guaranteed one hundred percent (100%) of salary.

In the latter case, substitution periods shall be cumulative on a monthly basis only.

ARTICLE 17 MODE OF REMUNERATION

- 17.00 For U.T.T. and Hebrew Academy, a teacher shall be paid twice per month with the second payment of the month being made on the last calendar working day of the month.

For J.P.P.S., a teacher shall be paid every two (2) weeks (twenty-six (26) pay periods).

- 17.01 Pay stubs (or pay cheques in the case of teachers who are not paid by direct deposit) for the months of July and August shall be mailed to the teacher's home address, unless otherwise requested by the teacher.

- 17.02 A teacher whose contract has been renewed under the terms and conditions of this Collective Agreement and who fails to report for the first day of the next school year, shall be subject to discipline, the whole under the teacher's right to file a grievance in conformity with the grievance procedure in this Collective Agreement.

- 17.03 A teacher whose employment is terminated for cause by the School Corporation, during the school year, shall be entitled to all remuneration owed to the teacher until the day when employment was severed, subject to the following conditions:

- (a) Each day of service is equivalent to one-two-hundredth (1/200) of his annual salary for each working day;

- (b) The teacher shall reimburse the School Corporation for any prepayments of its contributions towards the cost of the teacher's pension, life insurance, disability, medical plans, for the period posterior to the date the termination of employment takes effect.

17.04 Should the School Corporation discover or be informed of non-payment or underpayment of a teacher's remuneration, this error shall be corrected on the next instalment of the teacher's remuneration.

ARTICLE 18 SALARY CLASSIFICATION OF TEACHERS

18.00 Salary classifications of a teacher shall be determined by the following:

- (a) Step on scale: A teacher shall advance one (1) year on the scale for each year of employment with the School and/or equivalent recognized experience. A teacher who fails to teach for three-fifths (3/5ths) of the school year shall not advance as aforesaid on step on scale for the year;
- (b) In order to attain one (1) year on the scale, teachers must be employed to teach at least twelve (12) hours per week to attain step on scale except in the case of reduction provided for in the second paragraph of article 1.09. Teaching hours which do not permit a teacher to obtain additional step on scale will be carried over to the following year in order to attain such step on scale;
- (c) Each teacher shall be paid according to the public sector pay scale. In addition, there will continue to be an extra scholarship (Category C) applying to teachers who do not hold a University Degree. The percentage adjustments for the teachers of Category C will be the same as the percentage adjustments for the other categories;

18.01 A teacher who obtains the necessary qualifications advances simultaneously, both on step on scale and scholarship in any one year.

18.02 It shall be the responsibility of every teacher to supply and properly document all relevant information required to establish his scholarship and his step on scale.

18.03 Applications for reclassification of scholarship shall be made to the School Corporation by submitting either originals or certified copies of transcripts and/or documents of courses completed.

18.04 Claims submitted by a teacher for reclassification of scholarship on the grounds of successful completion of further study after engagement shall be processed as soon as possible but not later than fifteen (15) calendar days of the claim being submitted provided that the claim is properly documented; said teacher will have his salary adjusted as required.

18.05 For the purposes of classification of teachers, a degree from a recognized University or College or recognized Hebrew-Jewish Teacher College, Seminary or Rabbinical

Institution shall be recognized by the School Corporation for the purpose of scholarship classification.

- 18.06 A teacher not presently in the employ of the School Corporation and hired for the following school year, shall have his initial scholarship and step on scale fixed in accordance with this Collective Agreement in the contract of employment signed at the time of engagement wherein the teacher acknowledges, in writing, that he has submitted all his qualifications and teaching experience and the scholarship and step on scale is established at such time.

The teacher shall have recourse to the grievance procedure only in the event that the contract of employment establishing his scholarship and/or step on scale is not in accordance with the terms of this Collective Agreement.

- 18.07 Notwithstanding any other provisions in this Article, all teachers that are presently in the employ of the School Corporation, shall not suffer any reduction in their step on scale or level of scholarship, unless the School Corporation is ordered by the *Ministère de l'éducation, du loisir et du sport* to submit the classification of teachers to the Ministère and the teachers are then reclassified by the said Ministère.

ARTICLE 19 LEVELS OF SCHOLARITY

- 19.00 A teacher shall receive the scholarship level in accordance with the conditions stipulated in this Article, and Articles 18.00 to 18.07.
- 19.01 Each teacher shall be paid according to the public sector pay scale. In addition, there will continue to be an extra scholarship (Category C) applying to teachers who do not hold a University Degree. The percentage adjustments for the teachers of Category C will be the same as the percentage adjustments for the other categories.
- 19.02 In order to maintain parity with the public sector, scholarship will be modified in the same way and at the same time as in the Public Sector. However, there will continue to be an extra scholarship (Category C) applying to teachers who do not hold a University Degree. The percentage adjustments for the teachers of Category C will be the same as the percentage adjustments for the other categories.
- 19.03 The School Corporation shall recognize any and all Master Degrees acquired by teachers from a recognized institution of higher learning.
- 19.04 (a) Scholarship C: Any teacher hired by the School Corporation who does not meet the requirements of Scholarship U.
- (b) Scholarship U: A teacher who has successfully attained a degree at the Bachelor or Master Level from a recognized College or University.

ARTICLE 20 WORKING CONDITIONS

20.00 Elementary school teachers teaching twenty-five (25) hours per week must be scheduled within the duration of the school week, excluding lunch, less three and one-half (3 1/2) hours. Teachers teaching twenty-six (26) hours per week must be scheduled within the duration of the school week, less two and one-half (2 1/2) hours.

With respect to Hebrew Academy, J.P.P.S. and U.T.T., elementary school teachers teaching less than twenty-five (25) hours per week must be scheduled within the duration of the school week less a maximum of six (6) hours.

However, with respect to Hebrew Academy, for those teachers who conduct and/or supervise *TFILA*, the time between *TFILA* and Judaic Studies will be exempt from the calculation of window hours.

If a teacher's schedule requires her/him to be in school outside of these limitations, she/he shall be paid for such additional hours at her/his hourly rate.

20.01 At the High School level:

- (a) Teachers who are paid for thirty-three (33) periods per week shall have no more than five (5) non-paid "window" hours per week. Teachers teaching less, no more than six (6) non-paid "window" hours per week;
- (b) Teachers who are being paid between thirty-four (34) and thirty-seven (37) periods per week shall have no more than five and three quarters (5 3/4) non-paid "window" hours per week;
- (c) Teachers who are being paid for more than thirty-seven (37) periods per week shall have no more than six and one half (6 1/2) non-paid "window" hours per week.

If a teacher's schedule requires her/him to be in school outside of these limitations, she/he shall be paid for such additional hours at her/his hourly rate.

For the purpose of computing the number of non-paid window hours mentioned in this article, lunch period shall be excluded but recess should be included. The lunch period to be defined as the time at which the student period is scheduled.

20.02 The School Corporation shall establish as equitably as possible the work load for each teacher.

20.03 A teacher recognizes that conferences and meetings with principals and coordinators, parents, Home and School Association, staff and individual assistance and guidance to pupils and in-service, training, completion and issuance of report cards and government forms, preparation and correction of all tests and examinations of curriculum, subject matters, save for intra-school(branch) as requested by academic head or designated authority, maintenance of appropriate records and submission of records to the academic heads form part of the teaching profession.

Teachers shall be available and participate in such conferences or meetings before and after their classroom responsibilities at mutually convenient times. Once a request for a meeting is made, the teacher and the principal must, within two (2) school days, agree on a mutually convenient time so that the meeting may be held within five (5) school days following the request. If no agreement is reached, the meeting must be held on the fifth (5th) school day, convened by the School administrator.

- 20.04 It is the professional responsibility of teachers to be adequately prepared for their classroom duties.
- 20.05 A teacher has the obligation of arranging his personal plans and activities so that these do not conflict with the discharge of his professional responsibilities.
- 20.06 The School Corporation shall allocate non-classroom duties in such manner that the various supervisory duties needed for the efficient operation of the school are shared as equally as possible by all the teachers in the school. Elementary school teachers shall be assigned a maximum of sixty (60) minutes of duties per week, on a prorata basis.
- 20.07 Each teacher is entitled to a daily uninterrupted lunch period similar to that of the pupils of the school.
- 20.08 Teachers are entitled to any and all uninterrupted recesses enjoyed by the pupils, save for duty.
- 20.09 The School Corporation shall make available a Teacher's Room for the benefit of the teachers.
- 20.10 Teachers shall be advised at least two (2) days in advance regarding the scheduled presence of a student teacher in his classroom.
- 20.11 A teacher has the professional obligation to immediately consult his principal and/or supervisor regarding serious pedagogical and disciplinary problem that may arise.
- 20.12 When a teacher is in the school building, the teacher shall act and conduct himself in a manner consonant with the principles, philosophy and aims of the School Corporation.
- 20.13 Teachers shall be available for in-service professional training sessions and discussions on school days up to June 27th of any school year and commencing as scheduled by the School Corporation in conformity with article 1.02 and according to the same procedure and time delay specified in article 20.03.
- 20.14 A teacher shall be in the school building and/or on duty when applicable, ten (10) minutes before the ringing of the first bell in the morning and after the lunch period break.

Elementary School teachers teaching the first class in the morning or the first class after the lunch break must be in the classroom at least five (5) minutes before the beginning of class in order to supervise the orderly arrival of the children. High School teachers

teaching the first class in the morning must be in the classroom at least ten (10) minutes before the beginning of class in order to conduct Home Room.

Teachers shall be in the school building at least ten (10) minutes before their teaching time with no duty responsibility.

It is understood that teachers required to be in the classroom pursuant to this article, will have those five (5) or ten (10) minutes credited as part of their duty responsibilities for purpose of article 20.06.

- 20.15 A teacher shall supervise the orderly dismissal of his pupils and shall ensure that his classroom is left in good order.
- 20.16 The School Corporation shall also make available at least one computer and one printer in good working order for the benefit of the teachers in each staff room.
- 20.17 Elementary school teachers who are willing to do substitute teaching and who have given their names to the School Corporation shall be given preference and shall be paid at the rate applicable to substitute teachers in the Public Sector except when teaching in their own class. In such cases, the teachers shall be paid at their hourly rate.
- 20.18 High School teachers willing to do substitute teaching shall be paid at the rate applicable to substitute teachers in the Public Sector.
- 20.19 Teachers teaching in the High School shall be entitled to the paid spare periods specified in Appendix "B".
- 20.20 The Parties accept the concept that there shall be provisions for planning and preparation of the curriculum in the Elementary Schools, particularly in relation to La Reforme, and each School Corporation has different needs and a different administrative framework. Teachers shall make themselves available for the following activities:
 - (a)
 - (1) One (1) staff meeting per month;
 - (2) Full professional days;
 - (3) Parent-teacher interview days;
 - (4) Committee meetings;
 - (5) Teacher evaluation and supervision meetings;
 - (6) One (1) report card meeting per class per term;
 - (7) Holiday programs as related to the teacher's classroom assignment;
 - (8) Two (2) meetings per class with parents and/or non-teaching professionals per year.

- (b) The teachers shall make available up to five (5) hours per class per year for planning and coordination of integrated curriculum and projects, and meetings additional to 20.20 a) 1) to 8) above. It is agreed that for the purposes of the present Article 20.20 b) no teacher shall be required to be available for more than twelve and one half (12 ½) hours in total per year.

Any meeting that takes place over and beyond this block of time shall be mutually agreed upon by both parties in accordance with the procedure and time delay specified in article 20.03 and paid for at the teacher's hourly rate.

- (c) In order to implement La Reforme, all teachers shall make themselves available for meetings with other teachers of their cycle. The scheduling and duration of these meetings shall be determined by the teachers involved and a representative of the School Administration. Records of attendance, length of meeting and a brief description of the discussion shall be submitted to the campus principal. Every teacher who participates at such meetings shall be compensated at their respective hourly rates. However teachers involved in such meetings may ask for in writing or agree to in writing other methods of equivalent compensation. Attendance at such meetings is the professional responsibility of each teacher. There will be a maximum of forty (40) hours per year per teacher devoted to La Reforme meetings.
- (d) All Elementary or High School staff meetings will end at/or before 6 p.m. on regular teaching days.

20.21 High School teachers responsible for more than one (1) pure science lab preparation per subject per grade per week shall receive one (1) additional spare period or one (1) extra paid period per week at the School Corporation's discretion.

20.22 Teachers' schedules cannot be changed after the first forty-five (45) teaching days of the school year without the teacher's written consent.

20.23 A teacher who teaches at least thirteen (13) periods in the High School and the equivalent of one (1) all day class in the Elementary School, shall be entitled to two (2) spare periods per week.

20.24 Travelling Teachers:

The School Corporation and the Federation recognize that there are three (3) categories of travelling teachers:

- (1) Those teachers who have been or will be hired in the future, aware that travelling will be required for their teaching position;
- (2) Those teachers who:
 - (a) Initiate in writing the request to travel; or

- (b) Are given the option to choose between a travelling assignment or a non-travelling assignment of equal tenured hours; or
 - (c) Have to travel in order to maintain their tenured number of hours should the hours not exist in one branch;
- (3) Those teachers who are required to travel by the School Corporation and are not covered by Categories 1 or 2 above.

It is agreed that all travelling teachers may remit to the School Corporation a tax declaration claiming deduction of travelling expenses incurred by them, which tax declaration the School Corporation shall execute as long as the same is in conformity with the applicable fiscal laws.

With respect to those teachers in Category 3, they shall receive annual additional compensation to reimburse them for time spent travelling in the gross amount of \$2,000.00, payable on the same basis as their salary.

20.25 Each teaching year, the School Corporation shall allow for the possibility for teachers to engage in non-classroom activities which are remunerated at a rate agreed upon between the School Corporation and the teacher.

The nature of such activities will be determined by the School Corporation and open to a teacher belonging to the School Corporation who accepts to engage in the said activities pursuant to terms mutually agreeable to the School Corporation and the teacher.

The School Corporation will inform the Federation of the name(s) of the teacher(s) chosen and of the terms mutually agreed upon with the teacher(s).

It is understood that the School Corporation's obligation pursuant to this provision to give priority to its teachers, ceases if it incurs wage expenses in excess of \$10,000 per teaching year. It is further understood that any and all disbursements such as meals and lodging are borne by the School Corporation and are not computed in the amount of \$10,000.

ARTICLE 21 DEPARTMENT HEADS

21.00 The administration of the School Corporation may appoint Department Heads in specific subject areas.

21.01 The position of Department head is a non-supervisory position responsible to and under the supervision of the Academic Head.

The position of Department head is not subject to seniority and the appointment or the removal of Department head is not subject to grievance.

21.02 The position of Department Head entails the following duties:

- (a) Under the direction of the Academic Head, and recognizing limitations of schedule to assist in planning the program for that particular department in conformity with the Course of Study, and to coordinate the work of the staff involved for Secondary I to V;
- (b) To assist in planning for the ensuing school term;
- (c) Recognizing limitations of schedule and professional Days already provided for, to generally keep teachers informed of new trends and developments in the subject concerned;
- (d) To advise the Academic Head regarding supplies and equipment required, and to suggest, for approval, certain orders, having listed suitable suppliers, costs, etc.; to help maintain adequate book stocks;
- (e) To coordinate examinations at the various levels.

21.03 Department heads may be relieved of teaching duties for one (1) period per week.

If, however, the department head consents to maintain the full work load, he shall be compensated by an additional \$2,500. per school year, in lieu of the reduction of one (1) period provided that there are at least three (3) teachers in the department in question.

ARTICLE 22 GRIEVANCE PROCEDURE

22.00 With a view to settling as equitably and expeditiously as possible with all grievances, disputes and disagreements between the parties of this Collective Agreement, there shall be observed the following grievance procedure:

- (a) Any teacher, group of teachers, or the Federation believing that there exists grounds for a grievance shall, within thirty (30) calendar days after the alleged occurrence of the event which gives rise to grievance, first make a verbal approach to the Executive Director of the School Corporation, specifying the nature of the grievance;
- (b) Should the initial approach fail to produce within fifteen (15) calendar days a satisfactory settlement to the Federation and/or teacher(s), the teacher(s) and/or Federation shall forward within the following thirty (30) calendar days, a written complaint of the alleged grievance to the School Corporation;
- (c) Upon receipt by the School Corporation of the grievance, it shall meet with the grievor teacher (s) who may be accompanied by an officer of the Federation within the ensuing seven (7) school days or further extension as may be agreed upon in writing;

- (d) Within the next seven (7) school days following the meeting herein above referred to, the School Corporation shall forward to the grievor a written answer to the grievance;
- (e) Should the written answer by the School Corporation be unsatisfactory to the grievor, or should the School Corporation not forward the written answer within the next seven (7) school days, the grievor may refer the grievance to arbitration within the next seven (7) school days of the receipt of the last answer, by sending a notice by registered mail, requesting arbitration of the grievance;
- (f) Within seven (7) school days of the receipt by the School Corporation of the notice of submission to arbitration, the parties will try to agree on the appointment of an impartial arbitrator, either party may avail itself of the provisions of Section 100 of the Labour Code;
- (g) Any arbitration shall be binding on all parties concerned.

22.01 During the summer vacation, the delays in Article 22.00 shall read thirty (30) calendar days.

22.02 The procedure herein may be exercised by the School Corporation should it have any grievance against any teacher (s) and/or Federation and the provisions herein shall apply mutatis mutandis.

22.03 The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

ARTICLE 23 SUCCESSORS' RIGHTS

23.00 In the event that the School Corporation merges or amalgamates with another School Corporation, the teachers with each School Corporation shall be governed by the terms and conditions of their respective Collective Agreements and shall retain all their seniority rights, governmental statutes, regulations and directives.

This entire Collective Agreement is subject to governmental statutes, regulations and directives, which governmental statutes, regulations and directives supersede and prevail upon any stipulations in this Collective Agreement.

ARTICLE 24 INTERPRETATION

24.00 Wherever applicable in this Collective Agreement, the masculine gender includes the feminine and vice versa; the neuter refers to the School Corporation or the Federation, as the case may be; and the singular includes the plural wherever applicable.

ARTICLE 25 GENERAL PROVISIONS

25.00 Each teacher must participate in the contributory Life Health Insurance Plan (Dental excluded) to be established jointly by the Federation and the School Corporation. The School Corporation shall contribute fifty percent (50%) of the cost of the said Plan.

ARTICLE 26 BREACH OF CONTRACT CLAUSE

- 26.00 A teacher who terminates a contract of employment entered into with the School Corporation, either after it has been renewed for a new school year, or during the term of the school year, shall pay the School Corporation an indemnity equal to one-tenth (1/10) of the teacher's annual salary. :
- 26.01 The School Corporation shall be entitled to withhold and retain such sums as may become due under 26.00 from any monies or sums that otherwise would have become payable to the teacher upon termination of the contract.
- 26.02 A teacher terminating a contract in the manner set forth in 26.00 shall not be entitled to receive the cash value for any days in the cumulative leave of absence account in excess of the minimum requirements.
- 26.03 The teacher whose spouse is transferred by his employer or moves to another location obliging the teacher to change his place of residence beyond a radius of eighty (80) kilometers may resign without penalty if he fulfills the two (2) following conditions:
- (a) if he submits proof of his spouse's transfer by the latter's employer;
 - (b) if, as a result of this transfer, he must change his place of residence.

A teacher who is leaving the employ of the School to pursue employment of political or military capacities shall be exempt from penalties if he provides proof of employment from his new employer.

- 26.04 When a resignation which does not conform to Article 26.00 is not specifically permitted by this Agreement, such resignation shall constitute a breach of contract.
- 26.05 When a teacher is absent without permission or without valid reasons for more than five (5) consecutive working days, such absence shall constitute a breach of contract by the teacher, commencing from the date of the beginning of such absence.

ARTICLE 27 EVALUATION

- 27.00 In order to facilitate the constant evaluation of teachers, the following procedures shall be followed:
- (1) Probationary teacher: first year of employment:
 - (a) The teacher must be visited at least once before November 25th;
 - (b) A written evaluation must be given to the teacher;
 - (c) A meeting must be held with the teacher on or before November 25th, to discuss the evaluation;

(d) A second visit followed by a written evaluation and a meeting must then be held before April 1st.

(2) Probationary teacher: second or third year of employment: The visit, written evaluation and meeting must be held before April 1st.

(3) Permanent teachers:

All teachers must be visited at least once every two (2) years and given copies of their evaluation report.

In the year the evaluation is taking place, the first meeting and written evaluation must take place before the end of the third week of February. If the evaluation shows that the teacher's work is not found to be satisfactory, a second visit and meeting must take place within two (2) months of the first evaluation, but no later than the 15th of April.

27.01 Sufficient space must be allowed on evaluation forms in order to permit the evaluated teacher to comment on his evaluation. When a teacher disagrees with the evaluation, the contents of such an evaluation may be subject to grievance, but only if a teacher is dismissed or disciplined as a result of an unfavourable evaluation.

27.02 The written evaluation report form shall become part of the teacher's permanent professional file.

27.03 (a) Each School Corporation shall have a Parity Committee with a mandate to review the evaluation procedure as a whole (including, but not restricted to the establishment of criteria for evaluation) and to submit their decision for implementation by their respective Boards by January 15.

(b) A maximum of three (3) representatives from each party shall constitute the Parity Committee.

(c) Majority decisions shall be the rule.

(d) Until such time as the decision is reached, status quo shall be applied.

ARTICLE 28 RECYCLING OF TEACHERS (FOR HIGH SCHOOL TEACHERS ONLY)

28.00 A teacher who has to take courses for recycling purposes, as a result of a change in program, and who cannot be recycled through summer or evening courses within a year shall, if he so requests before February 1st, be granted a non-paid leave of absence for the following school year. Upon returning from this leave of absence, the teacher shall retain the same rights and the same teaching time. However, the School Corporation reserves the right to change his teaching assignments. If a replacement teacher is called upon to teach the hours previously taught by a teacher on such leave of absence, such teacher

shall not be tenured in to these hours. A teacher covered by this Article should be subject to the same conditions as outlined in Article 14.01.

ARTICLE 29 PROGRAMME OF STUDIES AND COURSE OUTLINE

- 29.00 (a) When the *Ministère de l'éducation, du loisir et du sport* provides a specific programme of studies for given course, it will be provided to the teacher concerned.
- (b) When the *Ministère de l'éducation, du loisir et du sport* does not provide a specific programme of studies for a given course, an outline of the course of study will be provided to the teacher concerned. Such an outline shall depict in a general way the subject matter of the course and contain the main topics as well as its objectives.
- (c) Teachers may be required to provide the administration with a summary of their planned implementation of the course.

ARTICLE 30 DURATION AND TERMINATION

- 30.00 This present Collective Agreement shall take effect on June 30, 2011 unto August 31, 2016.
- 30.01 Subject to Article 30, either party may give written notice by Registered Mail to the prior to June 30, 2016 of its intention not to renew the present contract.
- 30.02 Should written notice of non-renewal not be given by either party prior to June 30, 2016 as stipulated in Article 30.01 above, then the present contract shall automatically be renewed for a period of one (1) year and under the same terms and conditions.
- 30.03 In the event of a notice of non-renewal as set forth in Article 30.01 of this Collective Agreement and until the signing of a new Collective Agreement, this Collective Agreement shall be applied to both parties.

WAGE SCALE: The Wage Scale applicable to teachers of the Public Sector together with the indexation formula if any shall form an integral part of this agreement. Salaries of teachers should be adjusted on the same basis and at the same time as for teachers of the Public Sector and any retroactivity that might be payable to the teachers of the Public Sector shall also be paid.

In witness whereof, the parties hereto have signed at Montréal, this 28th day of June 2011.

FEDERATION OF TEACHERS OF JEWISH SCHOOLS

Per: _____

Per: _____

Per: _____

UNITED TALMUD TORAHS OF MONTREAL INC.

Per: _____

JEWISH PEOPLE'S SCHOOLS AND PERETZ SCHOOLS INC.

Per: _____

THE HEBREW ACADEMY INC.

Per: _____

APPENDIX "A"

5 Day Cycle

| <u># of Teaching Period/Cycle</u> | <u># of Paid Spares</u> | <u># of Paid Period/Cycle</u> | <u>Total % of Salary</u> |
|--|------------------------------------|--|-------------------------------------|
| 1 | 0.2222 | 1.2222 | 3.7037 |
| 2 | 0.4444 | 2.4444 | 7.4074 |
| 3 | 0.6667 | 3.6667 | 11.1111 |
| 4 | 0.8889 | 4.8889 | 14.8148 |
| 5 | 1.1111 | 6.1111 | 18.5185 |
| 6 | 1.3333 | 7.3333 | 22.2222 |
| 7 | 1.5556 | 8.5556 | 25.9259 |
| 8 | 1.7778 | 9.7778 | 29.6296 |
| 9 | 2.0000 | 11.0000 | 33.3333 |
| 10 | 2.2222 | 12.2222 | 37.0370 |
| 11 | 2.4444 | 13.4444 | 40.7407 |
| 12 | 2.6667 | 14.6667 | 44.4444 |
| 13 | 2.8889 | 15.8889 | 48.1481 |
| 14 | 3.1111 | 17.1111 | 51.8519 |
| 15 | 3.3333 | 18.3333 | 55.5556 |
| 16 | 3.5556 | 19.5556 | 59.2593 |
| 17 | 3.7778 | 20.7778 | 62.9630 |
| 18 | 4.0000 | 22.0000 | 66.6667 |
| 19 | 4.2222 | 23.2222 | 70.3704 |
| 20 | 4.4444 | 24.4444 | 74.0741 |
| 21 | 4.6667 | 25.6667 | 77.7778 |
| 22 | 4.8889 | 26.8889 | 81.4815 |
| 23 | 5.1111 | 28.1111 | 85.1852 |
| 24 | 5.3333 | 29.3333 | 88.8889 |
| 25 | 5.5556 | 30.5556 | 92.5926 |
| 26 | 5.7778 | 31.7778 | 96.2963 |
| 27 | 6.0000 | 33.0000 | 100.0000 |

APPENDIX "A"
9 Day & 10 Day Cycles
(J.P.P.S. and U.T.T.)

| <u># of Teaching Period/Cycle</u> | <u># of Paid Spares</u> | <u># of Paid Period/Cycle</u> | <u>Total % of Salary</u> |
|---------------------------------------|-----------------------------|-----------------------------------|------------------------------|
| 1 | 0.2222 | 1.2222 | 3.0864 |
| 2 | 0.4444 | 2.4444 | 6.1728 |
| 3 | 0.6667 | 3.6667 | 9.2593 |
| 4 | 0.8889 | 4.8889 | 12.3457 |
| 5 | 1.1111 | 6.1111 | 15.4321 |
| 6 | 1.3333 | 7.3333 | 18.5185 |
| 7 | 1.5556 | 8.5556 | 21.6049 |
| 8 | 1.7778 | 9.7778 | 24.6914 |
| 9 | 2.0000 | 11.0000 | 27.7778 |
| 10 | 2.2222 | 12.2222 | 30.8642 |
| 11 | 2.4444 | 13.4444 | 33.9506 |
| 12 | 2.6667 | 14.6667 | 37.0370 |
| 13 | 2.8889 | 15.8889 | 40.1235 |
| 14 | 3.1111 | 17.1111 | 43.2099 |
| 15 | 3.3333 | 18.3333 | 46.2963 |
| 16 | 3.5556 | 19.5556 | 49.3827 |
| 17 | 3.7778 | 20.7778 | 52.4691 |
| 18 | 4.0000 | 22.0000 | 55.5556 |
| 19 | 4.2222 | 23.2222 | 58.6420 |
| 20 | 4.4444 | 24.4444 | 61.7284 |
| 21 | 4.6667 | 25.6667 | 64.8148 |
| 22 | 4.8889 | 26.8889 | 67.9012 |
| 23 | 5.1111 | 28.1111 | 70.9877 |
| 24 | 5.3333 | 29.3333 | 74.0741 |
| 25 | 5.5556 | 30.5556 | 77.1605 |
| 26 | 5.7778 | 31.7778 | 80.2469 |
| 27 | 6.0000 | 33.0000 | 83.3333 |
| 28 | 6.2222 | 34.2222 | 86.4198 |
| 29 | 6.4444 | 35.4444 | 89.5062 |
| 30 | 6.6667 | 36.6667 | 92.5926 |
| 31 | 6.8889 | 37.8889 | 95.6790 |
| 32 | 7.1111 | 39.1111 | 98.7654 |
| 33 | 7.3333 | 40.3333 | 101.8519 |
| 34 | 7.5556 | 41.5556 | 104.9383 |
| 35 | 7.7778 | 42.7778 | 108.0247 |
| 36 | 8.0000 | 44.0000 | 111.1111 |

APPENDIX "A"
9 Day Cycle
(Hebrew Academy **ONLY**)

| <u># of Teaching Period/Cycle</u> | <u># of Paid Spares</u> | <u># of Paid Period/Cycle</u> | <u>Total % of Salary</u> |
|---------------------------------------|-----------------------------|-----------------------------------|------------------------------|
| 1 | 0.2222 | 1.2222 | 3.1250 |
| 2 | 0.4444 | 2.4444 | 6.250 |
| 3 | 0.6667 | 3.6667 | 9.375 |
| 4 | 0.8889 | 4.8889 | 12.500 |
| 5 | 1.1111 | 6.1111 | 15.625 |
| 6 | 1.3333 | 7.3333 | 18.750 |
| 7 | 1.5556 | 8.5556 | 21.875 |
| 8 | 1.7778 | 9.7778 | 25.000 |
| 9 | 2.0000 | 11.0000 | 28.125 |
| 10 | 2.2222 | 12.2222 | 31.250 |
| 11 | 2.4444 | 13.4444 | 34.375 |
| 12 | 2.6667 | 14.6667 | 37.500 |
| 13 | 2.8889 | 15.8889 | 40.625 |
| 14 | 3.1111 | 17.1111 | 43.750 |
| 15 | 3.3333 | 18.3333 | 46.875 |
| 16 | 3.5556 | 19.5556 | 50.000 |
| 17 | 3.7778 | 20.7778 | 53.125 |
| 18 | 4.0000 | 22.0000 | 56.250 |
| 19 | 4.2222 | 23.2222 | 59.375 |
| 20 | 4.4444 | 24.4444 | 62.500 |
| 21 | 4.6667 | 25.6667 | 65.625 |
| 22 | 4.8889 | 26.8889 | 68.750 |
| 23 | 5.1111 | 28.1111 | 71.875 |
| 24 | 5.3333 | 29.3333 | 75.000 |
| 25 | 5.5556 | 30.5556 | 78.125 |
| 26 | 5.7778 | 31.7778 | 81.250 |
| 27 | 6.0000 | 33.0000 | 84.375 |
| 28 | 6.2222 | 34.2222 | 87.500 |
| 29 | 6.4444 | 35.4444 | 90.625 |
| 30 | 6.6667 | 36.6667 | 93.750 |
| 31 | 6.8889 | 37.8889 | 96.875 |
| 32 | 7.1111 | 39.1111 | 100.000 |
| 33 | 7.3333 | 40.3333 | 103.125 |
| 34 | 7.5556 | 41.5556 | 106.250 |
| 35 | 7.7778 | 42.7778 | 109.375 |
| 36 | 8.0000 | 44.0000 | 112.500 |

APPENDIX « B »

| <u># of Teaching Period/Cycle</u> | <u># of Paid Spares/Cycle</u> |
|--|--|
| 1 | 0.2222 |
| 2 | 0.4444 |
| 3 | 0.6667 |
| 4 | 0.8889 |
| 5 | 1.1111 |
| 6 | 1.3333 |
| 7 | 1.5556 |
| 8 | 1.7778 |
| 9 | 2.0000 |
| 10 | 2.2222 |
| 11 | 2.4444 |
| 12 | 2.6667 |
| 13 | 2.8889 |
| 14 | 3.1111 |
| 15 | 3.3333 |
| 16 | 3.5556 |
| 17 | 3.7778 |
| 18 | 4.0000 |
| 19 | 4.2222 |
| 20 | 4.4444 |
| 21 | 4.6667 |
| 22 | 4.8889 |
| 23 | 5.1111 |
| 24 | 5.3333 |
| 25 | 5.5556 |
| 26 | 5.7778 |
| 27 | 6.0000 |
| 28 | 6.2222 |
| 29 | 6.4444 |
| 30 | 6.6667 |
| 31 | 6.8889 |
| 32 | 7.1111 |
| 33 | 7.3333 |
| 34 | 7.5556 |
| 35 | 7.7778 |
| 36 | 8.0000 |

APPENDIX “C”

This Appendix is to outline the conditions related to the inclusion of a Spring Break throughout the duration of the Collective Agreement and is effective from June 30, 2011 to August 31, 2016.

Upon signing the new agreement, the following shall be in effect.

The number of days in the school calendar that will be accorded to a Spring Break for each year of the Collective Agreement is the following:

Number of Days for Spring Break

| School Year | U.T.T./J.P.P.S. | Hebrew Academy |
|-------------|-----------------|----------------|
| 2011-2012 | 5 | 5 |
| 2012-2013 | – | – |
| 2013-2014 | 3 | – |
| 2014-2015 | 5 | 3 |
| 2015-2016 | 5 | 5 |

It is understood that these days will be applied consecutively, and in consultation with the school Calendar Committees and with staff council according to Article 7.06 of the new Collective Agreement.

It is understood that for the 2012-2013 School Year and the 2013-2014 School Year (Hebrew Academy), the School Corporations are committed to trying to include a Spring Break. However, the Federation and the School Corporations understand that the *Ministère de l'éducation, du loisir et du sport* has held the School Corporations to greater scrutiny in meeting requirements of the *Education Act*, basic school Regulations and other relevant legislation. Bearing this in mind, the School Corporations will take into consideration all recommendations made by their respective Staff Councils/Calendar Committees.

APPENDIX “D”

WHEREAS the parties to the collective agreement understand that the impending merger between J.P.P.S. and U.T.T. may result in difficulties that must be resolved;

WHEREAS J.P.P.S. and U.T.T. wish to resolve in a quick and efficient fashion, any difficulties arising from the merger.

FOR THESE REASONS, J.P.P.S. and U.T.T. agree to the following binding process:

Any difficulty arising from the merger that cannot be resolved by the terms of the present collective agreement will be subject to this Letter of Understanding.

Should either party to the collective agreement contend that a difficulty has arisen as a result of the school merger, it will advise the other party by way of a grievance;

Within ten (10) days of such notification, the parties will either resolve the said difficulty or submit it to an expedited mediation process;

The mediation process should, as a rule, be completed within thirty (30) calendar days;

Should mediation be unsuccessful, said mediator will then act as an arbitrator for a final and binding resolution of the grievance;

The arbitrator will act according to applicable provisions of the *Quebec Labour Code*;

The arbitration process will, as a rule, be completed within six months;

The parties appoint Mtre Harvey Frumkin as the preferred mediator/arbitrator to act under the terms of this Letter of Understanding. Should Mtre Harvey Frumkin not be available, the parties will appoint Mtre André Sylvestre.

**APPENDIX “E”
(HEBREW ACADEMY ONLY)**

This letter is to outline the conditions related to a Parity Committee agreement entered into by the teachers of Hebrew Academy and said School Corporation and is effective during the duration of the Collective Agreement from June 30, 2011 to August 31, 2016.

It is understood that any future changes to this agreement are subject to Parity Committee clauses found in Article 1.13 of the new Collective Agreement.

Following the signing the new agreement, the following condition shall be in effect:

1. The high school at Hebrew Academy will operate its school day based on six (6) sixty-five minute (65) periods per day scheduled between 8:55 a.m. and 4:40 p.m.
2. The additional two (2) periods per cycle per grade resulting from this change will be distributed as follows:

Two (2) times five (5) grades = 10 periods

Four (4) periods per cycle for the Judaic Studies department

Two (2) periods per cycle each for the English department

Two (2) periods per cycle each for the French department

Two (2) periods per cycle each for the Science/Math department

3. If the administration increases the number of minutes taught on Friday, beyond the existing agreed to schedules, namely, beyond 3 p.m. the School Corporation is responsible to financially compensate and pay the teachers for that time according to their scale.
4. A full time teaching load is defined at the high school level as thirty-two (32) sixty-five (65) minute periods per cycle of nine (9) days.

APPENDIX “F”

Following the signing of the collective agreement, the parties will meet to update the language found in article 20.01 (make the necessary mathematical conversion) to make the language correspond to the reality of a schedule based on a nine (9) Day Cycle (U.T.T. and Hebrew Academy) and ten (10) Day Cycle (J.P.P.S.).