



DÉPÔT

Dépôt N°: **85 06 113**

La présente atteste que le Commissaire Général du Travail a reçu pour dépôt, suivant l'article 72 du code du travail, le document ci-dessous

Certificat accordé

Dépôt refusé

09360-9

Objet	<input type="checkbox"/> 1 ^{ère} convention <input checked="" type="checkbox"/> Renouvellement <input type="checkbox"/> Entente <input type="checkbox"/> Autres	Toujours indiquer ce numéro dans toutes vos correspondances	H-2744-01
Date	Signature: 85-04-17 Reception: 85-05-07	Durée	Du: 85-04-17 Au: 86-08-31 Nombre de salariés régis par la convention collective: 104

Association	Employeur
<input type="checkbox"/> Déposant Teachers' Federation of Jewish Schools of Montreal 1010 Côte du Beaver Hall, ste 750 Montréal, QC. H2Z 1R4	<input type="checkbox"/> Déposant Jewish Peoples' Schools and Peretz Schools 5170 ave Van Horne Montréal, QC. H3W 1J6
<input checked="" type="checkbox"/> Déposant, si autre que les parties Heenan, Blaikie, Jolin & Associés Att: Me Guy Dufort 1001 O. De Maisonneuve, ste 1400 Montréal, QC. H3A 3C8	Région: 06-06 Activité: 8023 (10) Affiliation: 10

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Voir au verso pour les codes

Remarques

Signature: **Pierrette David/ds** Date: **85-06-14**

Pour renseignements

425, St-Amable, Québec G1R 4Z1 — 643-4970

255 est, rue Crémazie, Montréal H2M 1L5 — 873-4357

003 (115)

RECHERCHE



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La présente atteste que le Commissaire Général du Travail a reçu pour dépôt, suivant l'article 72 du code du travail, le document ci-dessous

Certificat accordé

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Date	Signature 85-04-17	Reception 85-05-07	Durée	Du 85-04-17	Au 86-08-31	Nombre de salariés régis par la convention collective 70

Association	Employeur
<input type="checkbox"/> Déposant <input checked="" type="checkbox"/> Féd. des Instituteurs des Ecoles Juives de Montréal - Federation of Teachers of Jewish Schools of Montreal 4721 rue Van Horne Montréal, QC. H3W 1H8	<input type="checkbox"/> Déposant <input checked="" type="checkbox"/> Les Ecoles Juives Populaires et Les Ecoles Peretz 5170 rue Van Horne Montréal, QC. H3W 1J6
<input checked="" type="checkbox"/> Déposant, si autre que les parties Heenan, Blaikie, Jolin & Associés Att: Me Guy Dufort 1001 De Maisonneuve O. ste 1400 Montréal, QC. H3A 3C8	Région <u>06-06</u> Activité <u>3023 (10)</u> Affiliation <u>10</u>

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Votre dépôt n'est pas conforme sur le(s) point(s) suivant(s) et vous est par conséquent retourné. Voir au verso pour les codes.

Remarques

- E.V. Mene et 8205 Mackle, Côte St-Luc

Signature: Pierrette David/dg Date: 85-06-14

Pour le commissaire général du travail

Pour renseignements

425, St-Amable, Québec G1R 4Z1 — 643-4970
 255 est. rue Crémazie, Montréal H2M 1L5 — 873-4357



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3141 01 01

CONVENTION COLLECTIVE INTERVENUE ENTRE:

FEDERATION DES ENSEIGNANTS DES ECOLES JUIVES DE MONTREAL

ET

TALMUD TORAHS UNIS DE MONTREAL INC.

739-2291

LES ECOLES JUIVES POPULAIRES ET LES ECOLES PERETZ INC.

L'ACADEMIE HEBRAIQUE

Genie Kattler



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COLLECTIVE AGREEMENT ENTERED INTO BETWEEN:

FEDERATION OF TEACHERS OF JEWISH SCHOOLS OF MONTREAL

AND

UNITED TALMUD TORAHS OF MONTREAL INC. ↙

JEWISH PEOPLE'S SCHOOLS & PERETZ SCHOOLS INC.

THE HEBREW ACADEMY

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ARTICLE I - 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.
- 1.02 Teaching year: From September 1st until June 30th inclusive, or as may be arranged by the Department of Education with the latitude of the School Corporation to expand these dates to include the last week in August, in order to allow for two hundred (200) school days, regardless of the September 1st opening date.
- The teaching year, scheduled by the Corporation, shall include, in addition to the days mentioned in 20.17, two (2) days for teachers' convention and/or professional days, as determined by the Federation.
- If the schools are to open in the last week of August, the School Corporation will schedule a maximum of one (1) professional day during that week.
- 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 Quebec Department of Education 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, save for Israeli teachers engaged in conjunction with the Jewish Agency who may be engaged for a fourth year provided permission is granted by the Jewish Agency.

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- 1.09 Full-time teacher: a teacher who teaches twelve (12) or more hours per week.
- 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 Scholaryity: documented and recognized education level attained in accordance with the Collective Agreement.
- 1.13 Period: A maximum of forty-five (45) teaching minutes, applicable to High School only.
- 1.14 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.
- 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 1980-81 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.

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APPENDICE "A"

TABLE DE CONVERSION (CYCLE DE 6 JOURS)

<u>NO. DE PÉRIODES</u>	<u>% DU SALAIRE</u>
01	2.52
02	5.05
03	7.57
04	10.10
05	12.62
06	15.15
07	17.67
08	20.20
09	22.72
10	25.25
11	27.77
12	30.30
13	32.82
14	35.35
15	37.87
16	40.40
17	42.92
18	45.45
19	47.98
20	53.53
21	56.06
22	58.58
23	64.14
24	66.66
25	69.19
26	74.74
27	77.27
28	82.82
29	85.35
30	90.90
31	93.43
32	95.95
33	101.51
34	104.03
35	106.56
36	109.08

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JEWISH PEOPLE'S SCHOOLS AND
PERETZ SCHOOLS INC.

par: _____

THE HEBREW ACADEMY

par: _____

ARTICLE II - 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.

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ARTICLE III - 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, and supervisory staff;
- b) Substitute or supply teachers;
- c) Nursery school teachers;
- d) Teachers' aides;
- e) Library, Bar Mitzvah and audiovisual 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;

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.

The part-time teacher shall be entitled to sick leave equivalent to five per cent (5%) of the total teaching time of his annual teaching schedule.

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ARTICLE IV - 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 V - 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.

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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.

5.04

- 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 the First 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;
- c) The Federation President and its First Vice-President shall be entitled to one (1) or two (2) complete school year(s) leave of absence to attend to Federation matters, provided they are from different branches.

Such leaves of absence require a notice to the administration prior to April 23rd, indicating the number of school years covered and the date of their return to work.

For the coming school year, notice is to be given prior to June 23rd, 1984.

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.

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- 5.05 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 have the right to be present at said meeting, unless otherwise indicated by the teacher concerned.

ARTICLE VI - 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 30th 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.

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ARTICLE VII - 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 to make recommendations to the School Corporation of any changes, modifications and improvements in any aspect of the educational program.
- 7.07 No recommendation of the Staff Council is subject to grievance.
- 7.08 Recommendations of Staff Council must be ratified by entire staff.
- 7.09 The Staff Council may examine the evaluation form used by the School Corporation and may make recommendations.

ARTICLE VIII - EDUCATIONAL 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.

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ARTICLE IX - 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 preceding, at any time during the first fifty (50) teaching days of the first year of a teacher's probationary employment, the teacher may be dismissed without cause and without recourse to grievance by the teacher to the School Corporation.

This probationary period may be extended to ninety (90) calendar days in exceptional cases upon written request by the teacher.

9.02 Notwithstanding paragraph 9.00, the School Corporation may engage teachers for Hebrew/Yiddish studies program for two (2) one-year periods with further option of one (1) additional year providing that the normal residence of these teachers is outside the limits of the Province of Quebec.

Such teachers will also be governed by the terms and conditions of this Collective Agreement, save for conditions as outlined by Article 1.08.

However, during an initial period of engagement, including the additional year, the said teacher shall be considered as a probationary teacher.

Should such teacher be re-engaged by the School Corporation after a fourth (4th) consecutive year, he shall be considered as a permanent teacher, subject to the conditions as outlined in Article 1.08. Notwithstanding the preceding paragraph, the School Corporation and the teacher may mutually agree in writing that the teacher become a permanent teacher after the two (2) year period.

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- 9.03 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. 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:
- a) an application card for membership in the Federation;
 - b) an application form for participation in the insurance plans;
 - c) information related to the Federation's rules and activities.
- 9.04 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.
- 9.05 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.
- 9.06 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.
- 9.07 Part time teachers who have acquired seniority rights as full time teachers, shall maintain, but not accumulate seniority while they are teaching part time.

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ARTICLE X - TEACHERS' 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.
- 10.02 Every disciplinary measure inserted in the teacher's disciplinary file shall become null and void five (5) 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 five (5) 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 seven (7) working 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 teaching year.

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ARTICLE XI - 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 11.12) 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 hereafter in cases of reduction of teaching hours and additional hours set forth in Article 11.08.
- 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, knowledge and physical fitness 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 two (2) full school years. However, should the teacher be re-assigned by the School Corporation after having been promoted for the above-mentioned two (2) 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.

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- 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 twenty-seven (27) periods per week.

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;

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- 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 purposes of this article, a vacancy is defined as teaching hours taught by a teacher in the School Corporation who has either left the School Corporation or has shifted from one teaching position to another teaching position.

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.

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- 11.10 A teacher who obtains additional teaching hours through the procedure outlined in Article 11.08 and/or 11.09 shall retain such additional hours as long as they continue to exist. Should these hours cease to exist before two (2) consecutive school years, the teaching hours of the teacher concerned shall be reduced accordingly. Should these additional hours cease to exist after this delay, the provisions of Article 12 on reduction of teaching hours shall apply.
- 11.11 The provisions of article 11.09 shall not apply to the Israeli Teachers nor to the Franco-Judaic program in the United Talmud Torahs of Montreal Inc.
- 11.12 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 sehcdules 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.
- 11.13
- 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 11.12, shall be entitled to a severance pay established in the manner prescribed in 11.13 b);
 - b) The severance salary in cases under 11.13 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.
- 11.14 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.

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ARTICLE XII - REDUCTION OF TEACHING HOURS

- 12.00 The teacher may consent in writing to have his teaching hours and/or periods reduced.
- 12.01 The teaching hours of a teacher may be reduced for insufficient number of classes available or reduction of programme. In such cases, this reduction of hours shall be governed by the principles of seniority outlined herein. 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 Reduction of teaching hours for cause:

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 seven (7) calendar days of the receipt of the notice. The School Corporation shall have seven (7) 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) Reinstate 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.

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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 30 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;
- d) For the 1984-85 school year, the request indicated in paragraph b) shall have to be made no later than June 30, 1984.

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 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 11.12 shall apply.

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ARTICLE XIII - 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 of fifteen (15) days;
- 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 of ten (10) days;
- c) There shall be annually credited at the opening of the school year to the cumulative leave of absence account of a teacher, fifteen (15) or ten (10) days, 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, a credit of thirty (30) days at the start of every school year;
- e) Teachers with less than fifteen (15) years continuous teaching service to the School Corporation, shall be required to maintain in their cumulative leave of absence account a credit of twenty (20) days at the start of every school year;
- f) At the beginning of every school year, there shall be credited additionally, to the teacher's cumulative leave of absence account, the days set forth in paragraphs (a) or (b);

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- 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 of that teacher for the past year, calculated on the basis of each day representing one-two-hundredth (1/200) of his annual salary;
- 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 on the basis of one-two-hundredth (1/200) of his annual salary for each such day.

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, of the School Corporation, and the School Corporation shall furnish, in writing, a statement of his credit in the Cumulative Leave of Absence Account.

13.03

A teacher shall notify a person designated by the School Corporation of his absence by 10:00 P.M. of the day preceding the absence or, between 7:00 A.M. and 7:30 A.M. or in the case of a teacher who teaches after 12:00 P.M. by 10:30 A.M. of the day of absence, failing which, this day shall not be chargeable to the Cumulative Leave of Absence Account and for which salary deduction shall be made.

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- 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.
- 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.

* M.D. - Doctor of Medicine
D.D.S. - Doctor of Dental Surgery
D.C. - Doctor of Chiropractic
D.O. - Doctor of Osteopathy

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- 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 grandparents.

13.11 A teacher of the Jewish faith shall be entitled to shiva observance, with pay, for the death of one's spouse, child, father, mother, brother or sister. In the case of teachers not of the Jewish faith, compassionate leave of three (3) days shall be given with pay.

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 The School Corporation may grant a teacher a 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. The Corporation's refusal to grant such leave of absence is not subject to grievance.

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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, except for the days on which report cards are distributed, 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, grandchild, brother, sister, mother, father, mother-in-law, father-in-law, 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, grandchild, mother, father, brother, sister is to receive a degree, provided that written notice of five (5) school days is given by the teacher to the School Corporation.
- g) The day of birth or adoption of a child to the spouse of a teacher;
- h) One-half (1/2) day for the birth 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;

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ARTICLE XIV - 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;
- d) The School Corporation may defer for one (1) school year the granting of the Sabbatical leave.

14.01

A teacher on an authorized sabbatical leave shall notify the school of his return for the following school year before February 1st, and shall, upon his return to the service of the School Corporation in the year immediately following his sabbatical leave, 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.

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ARTICLE XV - 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 15.0.
- 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 if the birth or adoption takes place after March 1st. In such cases, the following conditions shall apply:
- a) the teacher must forward to the School Corporation a written request 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 sub-paragraph (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

15.09 A teacher who adopts a child shall be entitled to a leave of absence of thirty (30) days without pay. However, the teacher may request to use the days in her Cumulative Leave of Absence Account for this purpose.

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ARTICLE XVI - REMUNERATION

16.00 A teacher shall receive remuneration in accordance with the salary scale and indexation formula annexed to this Collective Agreement as Appendix 1, 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 (25) 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) spare periods or its equivalent on a six (6) 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 basis.

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, and hence be guaranteed one hundred per cent (100%) of salary.

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



ARTICLE XVII - MODE OF REMUNERATION

- 17.00 A teacher shall be paid by cheque on the last working day of the month during the school year, each salary cheque representing one-twelfth (1/12) of the teacher's total annual salary.
- 17.01 Salary cheques for the month of July shall be paid on or before the last day in the month of July. Salary cheques for the month of August shall be paid on or before the last day of August and mailed to the teacher's home address, unless the teacher supplies a self-addressed forwarding envelope.
- 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 month of service is equivalent to one-tenth (1/10) of his annual salary;
 - b) Each day of service is equivalent to one-two-hundredth (1/200) of his annual salary for each working day;
 - c) 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.

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ARTICLE XVIII - 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.

In order to attain one (1) year on the scale, teachers who are employed by the School Corporation at the date of signature of this Agreement must be employed to teach at least nine (9) hours per week; teachers hired for the 1980-1981 school year and thereafter must be employed to teach at least twelve (12) hours per week to attain step-on-scale. Teaching hours which do not permit a teacher to obtain additional step-on-scale may be carried over to the following year in order to attain such step-on-scale;

- b) Scholarship: each teacher shall be classified in one (1) of six (6) scholarship levels according to scholarities determined by qualifications;
- c) In determining the scholarship of a teacher, each full academic year shall be considered as one level of scholarship, but without duplication of credits. However, the level of scholarship that was recognized by the School Corporation for each teacher at the date of signing of this Agreement shall not be reduced during the life of this Agreement;
- d) For the purposes of this Collective Agreement, a High School certificate shall be deemed as eleven (11) years scholarship, and maximum credit for CEGEP or equivalent shall be two (2) years.

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 dealt with once yearly, as of September 1st of every school year; claims based on courses successfully completed prior to September 1st of any school year shall be regarded as being effective on September 1st of that school year providing it is properly documented to the School Corporation no later than October 31st of that year, or under unforeseen circumstances, at a later date provided provisional documents are given by the teacher by October 31st of that year.
- 18.05 For the purposes of classification of teachers, only courses and credits from a recognized University of College or recognized Hebrew-Jewish Teacher College, Seminary or Rabbinical Institution and/or courses requisite to the obtaining of a degree shall be recognized by the School Corporation for the purpose of scholarship classification, provided that the teacher notifies, in writing, the School Corporation of the intended courses to be studied and the said courses are in conformity with Regulations of the Ministry of Education, issued by an Order in Council dated March 22nd, 1968, and any amendments thereto.
- 18.06
- a) For the purpose of classification of scholarship, five (5) full courses or credits or thirty (30) semester hours of study for each course or credit in a recognized University or College shall be regarded as equivalent of one (1) full academic year;
 - b) For Hebrew/Yiddish teachers, one (1) year of completed study in a recognized Hebrew-Jewish Teacher College, Seminary or Rabbinical Institution comprising of at least twenty (20) hours of study per week for thirty-five (35) weeks shall also be regarded as equivalent of one full academic year.
- 18.07 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.

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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.

- 18.08 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 Department of Education to submit the classification of teachers to the Department and the teachers are then reclassified by the said Department.

ARTICLE XIX - 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 18.08.
- 19.01 The School Corporation shall recognize six (6) levels of scholarship as hereinafter described, subject to 18.05.
- 19.02 SCHOLARITY 13: A teacher hired by the School Corporation.
- 19.03 SCHOLARITY 14:
- a) A teacher who has successfully completed one (1) year of teacher training and two (2) full academic years;
 - b) A teacher who has successfully completed two (2) years of recognized secular teacher's training program or two (2) years full-time or equivalent Hebrew-Jewish teacher's program or has graduated from a recognized two (2) year Hebrew-Jewish Teacher College, or Seminary or Rabbinical Institution and who has completed one (1) additional academic year;
 - c) A Hebrew-Jewish teacher who has successfully completed one (1) year of teacher training and one (1) year of full-time study in a recognized Hebrew-Jewish Teacher College, or Seminary, or Rabbinical Institution and who has completed one (1) additional academic year;
 - d) A teacher who has successfully completed three (3) years of Midrasha Lamorim.

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SCHOLARITY 15:

- a) A teacher who has successfully completed one (1) full academic year beyond the requirements of Scholarsity 14; or
- b) A teacher who has successfully obtained a Bachelor of Education degree recognized by the Quebec Department of Education; or
- c) A teacher who has successfully obtained a Bachelor of Arts or Science which includes teacher certification; or
- d) A teacher who has successfully completed two (2) years of CEGEP or equivalent and two (2) years of a recognized Hebrew-Jewish Seminary.

19.05

SCHOLARITY 16:

- a) A teacher who has obtained a recognized College or University Degree at the Bachelor's level excluding a Bachelor of Education Degree, without attending CEGEP as well as possessing a teacher's diploma or equivalent;
- b) A teacher who has successfully obtained a Bachelor of Education Degree recognized by the Quebec Department of Education and who had attended two (2) complete years of CEGEP;
- c) A Hebrew-Jewish teacher who has successfully completed one (1) additional academic year beyond the requirements of Scholarsity 15 and who is an ordained Rabbi from a recognized Rabbinical Institution;
- d) A teacher who has completed a Bachelor of Education and one (1) full academic year;
- e) A Hebrew-Jewish teacher who has obtained a Bachelor of Arts or Science and who has attended two (2) years of Midrasha Lamorin.

19.06

SCHOLARITY 17:

- a) A teacher who holds a recognized University or College degree at the Bachelor's level, excluding a Bachelor of Education degree, possessing a teacher's diploma or equivalent, and has successfully earned five (5) additional University credits or courses at the post-graduate level or five (5) earned credits or courses at the undergraduate level which are related to the field of education, which were taken with prior written approval of the School Corporation;

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- b) A teacher who has successfully obtained a recognized Bachelor of Education degree without attendance at CEGEP and has completed two (2) years of a Master's program;
- c) A teacher who holds a recognized University or College degree at the Bachelor's level, excluding a Bachelor of Education degree and who has been required to attend two (2) years at CEGEP and three (3) years at University and who possesses a teacher's diploma;
- d) A teacher who has a Bachelor degree excluding a Bachelor of Education degree, plus a teacher's diploma and who has successfully completed half of a recognized two (2) years Master program;
- e) A Hebrew-Jewish teacher who is an ordained Rabbi from a recognized Rabbinical Institution and who also possesses a Bachelor's degree from a recognized College, University, Seminary, Rabbinical Institution;
- f) A teacher who has successfully obtained a Bachelor of Education degree and a CEGEP diploma and has completed half of a recognized two (2) years Master program.

19.07

SCHOLARITY 18:

- a) A teacher who holds a recognized University or College Degree at the Bachelor's level and at the master's level who also possesses a teacher's diploma or equivalent;
- b) A Hebrew-Yiddish teacher who is an ordained Rabbi from a recognized Rabbinical Institution who holds a Bachelor's degree and also a Master's degree from a recognized Hebrew-Yiddish Teacher's College, Seminary or Rabbinical Institution;
- c) A teacher possessing Scholary 18 in the High School and who teaches less than fifty percent (50%) of her time in the elementary school;
- d) In the event that a teacher, possessing Scholary 18, who is teaching more than fifty percent (50%) of his time in the High School, is re-assigned by the School Corporation so that he will teach less than fifty percent (50%) in the High School, that teacher shall retain Scholary 18 in his new assignment as if he was a High School teacher;

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- e) In the event that a teacher possessing Scholaryity 18 requests in writing a transfer from the High School to an Elementary School, which request is approved by the School Corporation, so that the teacher teaches less than fifty percent (50%) of his time in the High School, that teacher shall be considered as possessing Scholaryity 18, as defined for Elementary teachers for the hours taught at the Elementary level;
- f) The School Corporation shall recognize Masters degrees in the Kindergarten and Elementary schools only in the following areas of study:
- Judaic Studies
 - Special Education
 - Teachers of Second Language
 - Masters in educational psychology
 - Masters in Education in a field which, in the School Corporation opinion, is relevant to the subject taught by an elementary teacher.

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ARTICLE XX - 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.

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.

20.02 The School Corporation shall establish as equitable 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 forty-eight (48) hours, 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 school administrator.

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- 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.
- 20.07 Each teacher is entitled to a daily uninterrupted lunch period similar to that of the pupils of the school, save for duty.
- 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 Teachers' 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 problems 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 30th of any school year and commencing on September 1st of any school year, as scheduled by the School Corporation in conformity with article 1.02.
- 20.14 A teacher shall be in 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.
- Teachers shall be in the school building at least ten (10) minutes before their teaching time with no duty responsibility.
- 20.15 A teacher shall supervise the orderly dismissal of his pupils and shall ensure that his classroom is left in good order.

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- 20.16 The School Corporation shall also make available at least one typewriter for the benefit of the teachers in each staff room.
- 20.17 The School Corporation shall schedule a minimum of three (3) professional days during the school year.
- 20.18 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.
- 20.19 High School teachers willing to do substitute teaching shall be paid at the rate applicable to substitute teachers in the Public Sector.
- 20.20 Teachers teaching sixteen (16) or more periods per week in the High School, shall be entitled to the following paid spare periods:

<u>Teaching periods</u>	<u>Spare periods</u>
16 - 18	1
19 - 20	2
21 - 22	3
23 - 24	4
25 - 26	5
27 or more	6

- 20.21 The parties accept the concept that there shall be provisions for planning and preparation of curriculum in elementary schools and that 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 assignments;
 - 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 20.21 a)8) above.

Any meetings that take place over and beyond this block of time shall be mutually agreed upon by both parties and paid for at the teachers hourly rate.

- 20.22 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.
- 20.23 Teachers' schedules cannot be changed after the first forty-five (45) teaching days of the school year without the teacher's written consent.
- 20.24 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.

ARTICLE XXI - DEPARTMENT HEADS

- 21.00 Department heads shall be appointed in the following subject areas:
- United Talmud Torahs: Mathematics, English, Science, J.P.P.S.: A committee composed of the Federation and the School Corporation shall decide which subjects require department heads. The committee shall meet annually and determine by June of each year which subjects require department heads the following year. In any subsequent year, if the committee is unable to reach an agreement, the previous decision shall apply.
- Hebrew Academy: A committee composed of the Federation and the School Corporation shall decide which subjects require department heads. The committee shall meet annually and determine by June of each year which subjects require department heads the following year. In any year if the committee is unable to reach an agreement, the previous decision shall apply.
- 21.01 The position of Department head is a non-supervisory position responsible to and under the supervision of the Academic Head. This position is to be appointed annually by the Administration of the School.
- 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 appointed Department Head must be part of the bargaining unit.
- 21.03 The position of Department Head entails the following duties:
- 1) 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;

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- 2) To assist in planning for the ensuing school term;
- 3) Recognizing limitations of schedule and Professional Days already provided for, to generally keep teachers informed of new trends and developments in the subject concerned;
- 4) 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;
- 5) To coordinate examinations at the various levels.

21.04

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

If, however, the department head consents to maintain the full workload, he shall be compensated by an additional \$1,500 per school year, in lieu of the reduction of one (1) period.

ARTICLE XXII - 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 seven (7) school 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, depending on the nature of the grievance;
- b) Should the initial approach fail to produce within seven (7) school days a satisfactory settlement to the Federation and/or teacher(s), the teacher(s) and/or Federation shall forward within the said seven (7) 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 hereinabove referred to, the School Corporation shall forward to the grievor a written answer to the grievance;

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- 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 fourteen (14) 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 XXIII - 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 XXIV - 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 XXV - 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 XXVI - 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 the following indemnities:

- a) One-tenth (1/10) of the teacher's annual salary in lieu of sixty (60) days' notice; and
- b) Reimbursement of the contributions made by the School Corporation for the teacher's participation in the medical-health-insurance and pension plans during the then current school year.

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 fifty (50) miles may resign without penalty if he fulfills the three (3) 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;
- c) if he gives notice of this to the School Corporation at least two (2) months before the projected date of his departure or when notice of transfer is given before April 23rd he must give notice by April 23rd or in conformity with article 9.00.

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 XXVII - 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 during the first sixty (60) calendar days;
 - b) A written evaluation must be given to the teachers;
 - c) A meeting must be held with the teacher within the first sixty (60) calendar days 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 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 twice and given copies of their evaluation report within the length of this Collective Agreement.

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 before April 1st.

The evaluation report form must provide appropriate space to permit teachers' comments or rebuttal.

- 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 teachers 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, 1985;
 - 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 XXVIII - 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 his leave of absence, the teacher shall retain the same rights and the same number of teaching periods. 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 these hours. A teacher covered by this Article should be subject to the same conditions as outlined in Article 14.01.

ARTICLE XXIX - PROGRAMME OF STUDIES AND COURSE OUTLINE

- 29.00
- a) When the Department of Education provides a specific programme of studies for a given course, it will be provided to the teacher concerned upon request;
 - b) When the Department of Education 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 upon request. 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.

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ARTICLE XXX - DURATION AND TERMINATION

- 30.00 This present Collective Agreement shall take effect on the date of its signature unto August 31, 1986.
- 30.01 Either party may give written notice by Registered Mail to the other prior to June 30, 1986, 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, 1986, as stipulated in Article 30.01 above, then the present contract shall automatically be renewed for a further 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 by both parties.

WAGE SCALE

The wage scale applicable to teachers of the public sector together with the indexation formula if any shall be part of this agreement.

Salaries of teachers should be adjusted on the same basis as for teachers of the public sector for the period between January 1st, 1986, onto August 31st, 1986, and any retroactivity that might be payable to the teachers of the public sector for the said period shall also be paid.

In witness whereof, the parties hereto have signed at Montreal, this day of , 1984.

FEDERATION OF TEACHERS OF JEWISH SCHOOLS OF MONTREAL

Per: Mona Nadel
[Signature]
L. Z. Zarcha

UNITED TALMUD TORAHS OF MONTREAL INC.

Per: [Signature]
[Signature]

JEWISH PEOPLE'S SCHOOLS AND PERETZ SCHOOLS INC.

Per: _____

THE HEBREW ACADEMY

Per: _____

APPENDIX "A"

CONVERSION TABLE (6-DAY CYCLE)

<u>NO. OF PERIODS</u>	<u>% OF SALARY</u>
01	2.52
02	5.05
03	7.57
04	10.10
05	12.62
06	15.15
07	17.67
08	20.20
09	22.72
10	25.25
11	27.77
12	30.30
13	32.82
14	35.35
15	37.87
16	40.40
17	42.92
18	45.45
19	47.98
20	53.53
21	56.06
22	58.58
23	64.14
24	66.66
25	69.19
26	74.74
27	77.27
28	82.82
29	85.35
30	90.90
31	93.43
32	95.95
33	101.51
34	104.03
35	106.56
36	109.08

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M. M.

/ Heenan, Blaikie, Jolin, Potvin, Trépanier, Cobbett
AVOCATS

AVOCAT-CONSEIL

Le très honorable Pierre Elliott Trudeau

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Guy Dufort

Le 6 juin 1985

Ministère du Travail
255, boul. Crémazie est
6e étage
Montréal, Québec
H2M 1L5

A l'attention de Mme Parent
Service de l'accréditation

Objet: Conventions collective
L'Académie hébraïque,
Talmud Torahs Unis de Montréal Inc.
et Les Ecoles juives populaires et
les Ecoles Peretz Inc.
N/D: 5333-1

Madame,

Par la présente, nous confirmons que la date à laquelle les conventions collectives des écoles mentionnées en rubrique ont été signées est le 17 avril 1985.

Espérant le tout à votre satisfaction, veuillez recevoir, Madame, l'expression de nos sentiments les meilleurs.

HEENAN, BLAIKIE, JOLIN,
POTVIN, TRÉPANIÉ, COBBETT,

Par: 

Guy Dufort

GD/fm