

SPECIAL LEAVE

5-14.02.100 SPECIAL LEAVES (LOCAL ARRANGEMENT)

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

5-14.02.102

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

5-14.02.103

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

i) In the event of a death in the immediate family: a maximum of five (5) consecutive work days, commencing on the date of death. The teacher may keep one of these days for the funeral or burial. “Immediate family” as used here means parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, children, children-in-law, spouse, and grand-parents or grand-children; also any person who is domiciled in the home of the teacher at the time of death.

ii) In the event of a death in the extended family: one (1) work day. “Extended family” as used here means aunts, uncles, nieces, nephews.

iii) The christening, baptism or birth of her/his child or grandchild: the day of the event.

iv) The marriage or civil union of the teacher’s father, mother, brother, sister, child or grandchild: one (1) work day.

v) The university graduation of the teacher, her/his spouse and her/his child(ren): the day of the event, a maximum of one day.

vi) The marriage or civil union of the teacher: a maximum of seven (7) consecutive days, work days or not, including the day of the wedding or civil union. In this case, the absence must not immediately precede or prolong the summer vacation period.

vii) An annual maximum of two (2) work days to cover any event considered an unavoidable circumstance (disaster, fire, flood, snowstorm, etc.) which obliges the teacher to be absent from her/his work.

viii) Change of residence: one (1) work day.

ix) An annual maximum of two (2) days for the serious illness of a spouse, child, parent or person domiciled in the home of the teacher on the condition that the teacher supplies proof in the form of a medical certificate.

x) The taking of the habit, the ordination, the taking of perpetual vows by her/his child, her/his brother, her/his sister: the day of the event.

b) i) An annual maximum of three (3) days may be taken for any of the following reasons:

To observe religious holidays;

For medical and dental appointments that cannot be conducted outside of working hours;

For personal business which cannot be transacted outside of school hours; this leave may be granted only at the discretion of the school administration; it is understood that personal business leave will not normally be granted for the first day of the work year.

ii) An additional day will be granted for the above reasons for the 2020-2021 school year. The Board will determine on a yearly basis, the inclusion of this additional day for subsequent years for the period covered by this local agreement.

iii) An annual maximum of one (1) day may be taken for personal business that cannot be transacted outside of school hours; this day may not be at the cost of the board, and may be granted only at the discretion of the school administration. It is understood that personal business leave will not normally be granted for the first day of the work year.

c) Leave for any occasion listed in paragraphs a) and b) of this clause 5-14.02.103 may be extended with exigence for one (1) additional day for reasons of personal business, religious holidays or medical appointments, at the discretion of the school administration in consultation with Human Resources.

PROVINCIAL CONTRACT SPECIAL LEAVE PROVISIONS

Some special leave provisions are in our provincial entente. The School Board must allow a teacher to be absent without loss of salary when:

- 5-14.03**
- (a) the teacher must sit for official entrance or achievement examinations in an educational institution recognized by the Ministère;
 - (b) the teacher must serve in a court of law as a juror or a witness in a case in which he or she is not a party;
 - (c) the teacher, by order of the community health department, is placed under quarantine in his or her dwelling because of a contagious disease affecting a person living in the same dwelling;
 - (d) the teacher, at the specific request of the board, undergoes medical examination.

N.B. The School Board may also allow a teacher to be absent without loss of salary for any other reason which it deems valid.

5-14.06 Subject to the other provisions of the agreement and in accordance with section 79.7 of the Act respecting labour standards (CQLR, chapter N-1.1), a teacher may be absent from work, without salary, for 10 days per year to carry out obligations relating to the care, health or education of his or her child or of his or her spouse's child or because of the state of health of his or her spouse, father, mother, brother, sister or one of his or her grandparents.

The leave may be divided into days. A day may also be divided if the board consents thereto.

The teacher must advise the board of his or her absence as soon as possible and take the reasonable steps within his or her power to limit the leave and the duration of the leave.

The days thus used for absences shall be deducted from a teacher's annual bank of sick-leave days prescribed in clause 5-10.26 up to a maximum of six days.

AND IF YOU ARE PREGNANT:

5-13.26

A teacher is also entitled to a special leave in the following case:

- (c) for medical visits related to the pregnancy carried out by a health professional and attested to by a medical certificate or a written report signed by a midwife; as regards these visits, the teacher shall be granted a special leave without loss of salary or premiums for regional disparities for a maximum of four days which may be taken in half-days.

The provisions for special leave are partly in our MTA/EMS B Local Agreement, and partly in the Provincial Contract. This is important to know, because sometimes teachers ask administrators for information as to what the provisions are, and are given incorrect information based on the provincial contract.

We are entitled to replace the provisions in the provincial agreement with our own, if we can agree at the local level, which we have managed to do for many years.

Please remember that the use of special leave is not something to be used when not needed, or lightly. Please advise teachers that if we abuse the use of these days, negotiations with the EMSB will become even more difficult than they already are.