

# MONTREAL TEACHERS ASSOCIATION



NEW TEACHERS HANDBOOK  
2020-2021



Montreal Teachers **ASSOCIATION** des enseignantes  
et enseignants de Montréal



Welcome to the Montreal Teachers Association! We are pleased to have you as a member of the MTA, and we want to help and support you as you begin working for the English Montreal School Board.

We give you this Handbook for New Teachers, which we hope covers some topics of interest for you.

We hope to have a long and healthy relationship, in which we work together for the betterment of the teaching profession, and to support you as well.

Peter Sutherland  
President  
[psutherland@mta-aecm.com](mailto:psutherland@mta-aecm.com)

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# MTA'S WHO'S WHO

## **EXECUTIVE MEMBERS**

**Peter Sutherland**  
President

**Andrew Adams**  
Vice-President  
Secondary

**Jody Wilson**  
Vice-President  
Elementary

**Allan Short**  
Vice-President  
Adult/Vocational Education

**Gail Bernstein**  
General Chairperson

**Jennifer Lacroix**  
Treasurer

**Tami Brewster**  
Secretary

**Domenico Di Santo**  
Member-at-Large

The MTA Executive is elected every two years. Executive members also serve as Directors to the Quebec Provincial Association of Teachers (QPAT). The President and the two Executive Assistants are full-time paid employees of MTA and the other Executive members are teachers who serve without remuneration.

## **PROFESSIONAL AND SUPPORT STAFF**

**Peter Sutherland**  
President

**Nadia Greco**  
Executive Assistant

**Lori Newton**  
Executive Assistant

**Valentina De Castris**  
Receptionist/Secretary

**Sandra Rivest**  
Translator/Secretary

**Sylvain Mercier**  
Financial Technician

All of our staff is here to serve all members of the bargaining unit. The clerical staff will be pleased to refer you to the appropriate staff member to answer your questions. We ask members to try to channel their queries through their representative(s) except in cases of a personal or confidential nature.

**Peter** is responsible for the political life of the union, and he is also the main spokesperson for MTA, in relation to MTA members, the EMSB, our provincial association QPAT, and the media. When there are local negotiations to conduct with the EMSB, he is the Chief Negotiator for the MTA.

**Lori** and **Nadia** both answer many general questions, but Nadia specializes in issues relating to the assignment and transfer of teachers, school council, the hiring of new teachers and teachers on the priority list, and the professional improvement of teachers. **Lori's** specialties include the adult and vocational sectors, grievance matters, pension questions, as well as maternity leave issues.

The President and the Professional Staff members are very willing to visit your school/centre to answer questions, resolve problems or generally serve as animators or resource persons for your School Council or MTA meetings. In the case of School Council meetings, please inform your principal if you invite us (Local Agreement 4-2.14[d]).

# THE MTA WEBSITE

[www.mta-aeem.com](http://www.mta-aeem.com)



[AGREEMENTS & HANDBOOKS](#) [DOCUMENTS](#) [NEWS & UPDATES](#) [UPCOMING EVENTS](#) [ABOUT THE MTA](#) [CONTACT](#) [EN](#) [▼](#) [f](#)

Information related to COVID-19

## Welcome to the Montreal Teachers Association Website

The Montreal Teachers Association (MTA) is the union representing all teachers working for the English Montreal School Board.

The MTA's goal is to achieve unity within diversity, in order to protect the professional, economic, and social welfare of its members, and to encourage their professional development. We aim to be both a constructive force as well as an initiator of improvements in education.

**NEED HELP?**  
**PLEASE CALL 514 487-4580 AND ONE OF THE MTA**  
**EXECUTIVE ASSISTANTS WILL BE PLEASED TO HELP YOU.**

**LORI NEWTON**

- *Adult & Vocational Education*
- *Local Negotiations*
- *Health/Dental/Life Insurance*
- *Classification & Certification*
- *Pensions*
- *Parental Rights/Preventative Leave*
- *Grievance Procedures*
- *Special Leave*
- *Teachers' Working Conditions*

**NADIA GRECO**

- *Assignment & Transfer Procedures*
- *Local Negotiations*
- *School Council*
- *ARC*
- *Leave of Absence*
- *Surplus/Non-Reengaged Teachers' Rights*
- *Part-Time/Non-Contract Teachers*
- *Professional Improvement (PIC)*
- *Sick Leave/Salary Insurance/ Long-Term Disability*
- *Special Leave*
- *Teachers' Working Conditions*

## **SORT COMMITTEE**

The English Montreal School Board and the Montreal Teachers Association created a sub-committee to assist teachers new to the profession and/or new to the EMSB, in a concrete and meaningful way. We've named this committee SORT, **S**upport **O**ur **R**ookie **T**eachers. The committee decided to engage a resource person to work with the teachers and I'm that person. Our mandate includes providing mentors in our schools to support our new teachers and to organize workshops that we feel are relevant for you.

This is a project that both the EMSB and the MTA feel is needed. We all think that our new employees are a valuable asset and we want to keep you in the profession.

We also have a website with some great information. You can access it on the portal.  
<https://eduemsbqc.sharepoint.com/pedagogical-services/sort/SitePages/Home.aspx>

You can always reach me by email [bev@emsb.qc.ca](mailto:bev@emsb.qc.ca).

Bev Miller  
SORT Resource Person  
Tel: 514-483-7200, ext. 7383  
[bev@emsb.qc.ca](mailto:bev@emsb.qc.ca)



## STARLING MINDS

Starling is an online mental health and wellness tool that helps you assess, monitor and improve your mental wellbeing. It's an interactive, online program that teaches you about your mental functioning and gives you practical techniques for building stress resilience and boosting mental fitness.

As a member of a QPAT affiliated union, it's available to you to use anywhere and anytime you want, for free. And it is and will always be 100% confidential!

**N.B.:** Your school board is not involved in this project and will NEVER have access to any information relating to your personal use of the Starling Minds program!

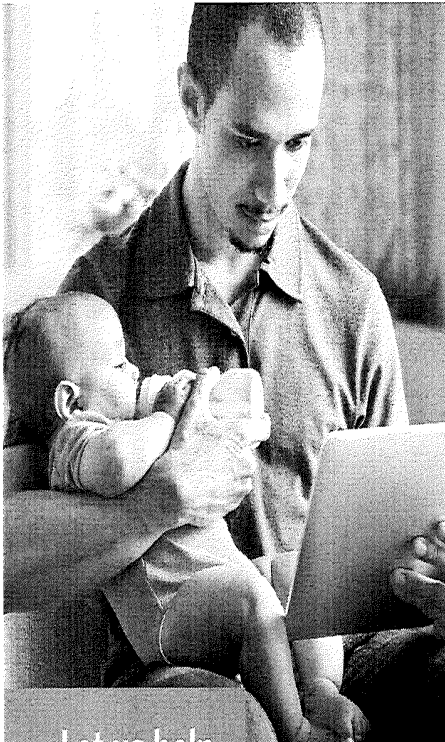
How to sign up:

1. You need your Industrial Alliance certificate number to sign up for the Starling Minds program. You can find the certificate number on the front side of your Industrial Alliance card. If you have lost your insurance card, please contact your school board to get a new one.
2. If you have not yet received a certificate number, contact Niina Niemi at: [members@starlingminds.com](mailto:members@starlingminds.com) for help in signing up.
3. Go to [starlingminds.com](http://starlingminds.com) and click SIGN UP.

STARLING IS HERE  
FOR YOU



# EMPLOYEE AND FAMILY ASSISTANCE PROGRAM



Let us help

Your Employee and Family Assistance Program (EFAP) provides you with **immediate and confidential help** for any work, health or life concern. We're available anytime and anywhere. Let us help.

[workhealthlife.com](http://workhealthlife.com)

## Understanding your Employee and Family Assistance Program (EFAP)

Your EFAP is a confidential and voluntary support service that can help you take the first step toward change. Let us help you find solutions to the challenges you face at any age and stage of life. You and your immediate family members (as defined in your employee benefit plan) can access immediate and confidential support in a way that is most suited to your preferences, comfort level and lifestyle.

### No cost

There is no cost to you or your family to use your EFAP. This benefit is provided to you by your employer. Your EFAP can provide a series of sessions with a professional and if you need more specialized or longer-term support, our team of experts can suggest an appropriate specialist or service that is best suited to your needs. While fees for these additional services are your responsibility, they may be covered by your provincial or organizational health plan.

### Confidentiality

Your EFAP is completely confidential within the limits of the law. No one, including your employer, will ever know that you have used the program unless you choose to tell them.

## Solutions for your work, health and life

### Achieve well-being

• Stress • Mental health concerns • Grief and loss • Crisis situations

### Manage relationships and family

• Communication • Separation/divorce • Parenting

### Deal with workplace challenges

• Stress • Performance • Work-life balance

### Tackle addictions

• Alcohol • Drugs • Tobacco • Gambling

## Professional counselling

### In-person counselling

• Attend scheduled sessions at an office

### Telephonic counselling

• Attend scheduled sessions over the phone

### E-Counselling

• Professional counselling service delivered via written email exchange

### Video counselling

• Attend scheduled sessions online at home using a webcam and secure video software

### Online Group Counselling

• Attend scheduled group sessions online

### First Chat

• Chat instantly with a counsellor online; no appointment needed

### Online program and self-help counselling

• Work at your own pace online or offline with solution-focused programs and resources

Let us help



Access your Employee and Family Assistance Program (EFAP) 24/7 by phone, web or mobile app.

**1 800 361-2433**  
[workhealthlife.com](http://workhealthlife.com)

Download My EAP app now at your device app store or scan the QR code.



Access your EFAP 24/7 by phone, web or mobile app.

**1 800 361-2433**

[workhealthlife.com](http://workhealthlife.com)

Download My EAP app now at your device app store or scan the QR code.



## PRIORITY OF EMPLOYMENT LIST (RECALL LIST)

### **Youth Sector**

The Priority of Employment list (also known more familiarly as the “Recall List”) must be used by the School Board when all regular teachers under contract have been placed and there are still jobs to fill.

For teachers on the recall list with two years or more of seniority, the School Board must offer a “regular” contract if it has a post available for which the teacher is qualified. A regular contract continues from year to year. For teachers with less than two years of seniority, the School Board’s obligations are to offer any part-time posts available, including 100% replacement positions. These posts terminate at the end of the school year or with the return of the absent teacher, if they are replacement posts, whichever comes first.

### **How do you get onto the list?**

To get onto the recall list, a teacher must be legally qualified (within the meaning of 1-1.35 Provincial Entente) and must have obtained two contracts (of at least 100 days each) in two different school years during the last three years.

In order to be placed on the recall list, a teacher requires two satisfactory performance evaluations in two years.

### **How is the list used?**

In June, the School Board sends to each teacher on the recall list a letter informing them of the hiring halls dates (one for high school posts and one for elementary posts other than category 101 – English generalists).

In August (usually a week before the end of the summer holidays), the third and final hiring hall takes place. This is where all teachers on the recall list who did not choose a post in June, those who gave up their post during the summer and those teachers looking for category 101, English elementary posts, will be placed.

## STAFFING, TRANSFERRING, CLOSING SCHOOLS, HIRING

In order to give you a sense of how procedures work for staffing a school, we have prepared an outline of what happens, starting from the point in December when the School Council is consulted by the school administration on planning the educational programme for the next year.

We have integrated a number of different issues (assignment and transfer of teachers, procedures when schools are closed, filling of vacancies once teachers with regular contracts are assigned) all into this explanation, to try to give you the big picture.

Where appropriate, we also have provided the clause references for what we are explaining. If the clause number has a **P** after it, it comes from the **P**rovincial contract. If it has an **L**, it comes from the **L**ocal agreement.

And please note, as a general rule, when we talk about the seniority of teachers, there can often be ties among two or more teachers in terms of their seniority with the school board. When two or more teachers have equal seniority, the teacher who has the most teaching experience shall be considered as having the most seniority; and, of those with equal experience, the teacher who has the most schooling shall be considered as having the most seniority. (5-21.13 L)

### **In December**

1. The School Council and school administration meet to discuss the educational objectives of the school and the types of teachers needed to meet these objectives. (4-2.09 a, b and c L)
2. If the School Board has passed a notice of intent to close a school or schools, the governing boards concerned are given the opportunity to present briefs to the Council of Commissioners.

### **In January and February**

3. In January, the School Board decides on whether or not to close any schools where a notice of intent to close had been passed. (5-3.09.100 L)
4. By February 15th, the EMSB polls the parents of students in closing schools to see where the students are going to attend school for the following year. Based on the results of this, teachers in the schools to be closed acquire the right (proportionately) to go with their students. (5-3.09.102 c L)
5. Teachers can then choose whether or not to avail themselves of this right. (5-3.09.102 g L) The MTA President and/or Staff visit all such schools to explain the procedures, and to help all teachers involved in this process. Teachers who choose to go with their students to a “receiving” school (one which gets at least 10% of the students of the closing school) are transferred to the receiving school. Such teachers are considered part of the staff of the receiving school, and must be so notified by March 1st.
6. The School Board writes to teachers on leave of absence to ask them their intentions for the following school year. (5-15.11 L)
7. The School Board also goes through a process to verify the categories and schools/centres of all teachers with regular contracts. Theoretically, this is done only after consultation with MTA about the list of categories used the previous school year. Please see page 51 of this handbook for a list of categories.
8. For all teachers who are in more than one school, the school is considered to be the one where the teacher works for more of his/her time. Similarly, for teachers who teach in more than one

category, the category is the one in which the teacher teaches for the most time. In the case of a tie in either of these situations, the teacher can choose which school, or which category, but must answer the Board's request for info within 20 days, or the Board gets to make the choice for the teacher. (Appendix II P)

#### **By March 1st**

9. Teachers on leave of absence must respond to the School Board about their intentions. (5-15.11 L) The MTA writes to all such teachers, and provides a form for teachers to use to respond to the School Board. Teachers returning from leave of absence are considered to be part of the staff of the school to which they were last assigned, and in their same category. They are then subject to the same assignment and transfer procedures as everyone else.
10. All teachers with regular contracts indicate to the school administration in writing their desired assignments for the following year. (5-21.12 L) (These preferences are "taken into account" by the school administration.) The clause goes on to say: **"In elementary schools, this shall generally mean that most teachers shall remain in their existing levels from year to year. In secondary schools, this shall generally mean that most teachers shall remain in their existing category from year to year."**
11. Regular tenured teachers may request voluntary transfers to 100% posts at schools. These posts must be in the same category as their current one. Any approved requests for transfer will be conditionally granted until April 30<sup>th</sup> that is, the completion of the process of excess. Any teachers who are affected by the process of excess will not be eligible for voluntary transfers.

#### **Before April 1st**

12. The situation for itinerant teachers travelling between two or more schools must be resolved. We have already mentioned that each itinerant teacher will be considered to be in one school (where s/he spends more of her/his time, or if equal time, where s/he chooses). Itinerant teachers will not be excess if the total assignment for the following school year **in the combination of the schools** to which they have been assigned in the current school year is at least equal to a full-time assignment. They will be excess only if the total assignment foreseen is less than 100%.

#### **Before April 30st**

13. The School Board forecasts its personnel needs for the next year and determines whether there is an excess of personnel in each category. In doing this calculation, the School Board takes the total number of teachers this year, adds the number of teachers returning from leave of absence, subtracts the number of teachers known to be going on leave for the entire following year, and any known and processed resignations or retirements. The School Board then verifies the number of teachers needed in the category for the following year. If there is an excess, the School Board prepares a list of the least senior teachers in each category in which there is an excess, equivalent to the number of teachers forecast to be in excess in the category. (5-3.10 + 5-3.11 P)  
  
If there is a tie in seniority, then previous teaching experience is counted. If teaching experience is tied, then scholasticity is used to break the tie. If everything is tied, there is a "lottery".
14. The school administration informs the School Council of the total provisional staffing needs for the next year. (5-3.12 P)
15. The School Board has the right to state that certain positions have 'particular requirements' either because of a special clientele (hearing impaired, visually impaired, etc.) or the special nature of the subject or combination of subjects taught (e.g., violin, math. and art). These

declarations of 'particular requirements' must be determined after consultation with the Union. MTA may consult with the representative in any school concerned to verify the exact nature of the post and, in the case where a teacher is being protected from transfer, whether or not that teacher is the only one in the school capable of doing the job in question. MTA may also consult QPAT when questions of legality arise. (5-21.05 & 06 P)

16. If there is an excess in a category, the declaration is made in inverse order of seniority, except in cases where 'particular requirements' (see #14) are declared. Teachers are informed in writing, and the school administration also attempts to fill any vacancies from among teachers on staff.
17. There is a provision in our Local Agreement for teachers who want to substitute for the excess teacher. (5-21.14 L)

"Within two (2) work days of the posting of the list of such categories, following the application of Clause 5-3.13, any regular teacher in the school classified in the same category in which a teacher has been declared excess by virtue of the application of Clause 5-3.13 may substitute for the excess teacher. Should there be more than one teacher who wishes to make the substitution, the teacher shall be selected respecting seniority. The regular teacher who has thus substituted by virtue of this clause shall be considered as having been declared excess, and shall be subject to all the rights and obligations of an excess teacher, which include completing a form as per Clause 5-21.19 within five (5) work days of the posting of the list."

If two or more teachers volunteer, the teacher with more seniority is declared excess. If no one volunteers to be excess, the teacher with the least seniority in that category is excess. **Remember that the teacher volunteering to be excess does not get to see the list of vacancies before volunteering.**

If there are staff needs in any of the categories, the school administration shall attempt to fill these needs from among the teachers in the school. The school administration shall take into account assignment criteria and **shall fill these needs respecting seniority.** (5-3.13 + 5-3.14P; 5-21.15 L)

18. The list of provisional staffing needs is posted in each school (aka the vacancy list). (5-21.18 L)

#### **Within 5 days of posting of vacancy list**

19. Excess teachers fill in the vacancy selection form. In addition, excess teachers can indicate preferred areas of the city, or preferred schools, in case there are not sufficient vacancies, so that the School Board can take these preferences into account. (5-21.19 L)

The applications made by regular tenured teachers before March 1<sup>st</sup> will be considered before excess teachers are placed. Teachers are also given a second opportunity to request a transfer after the placement of excess teachers.

#### **Before June 1st**

20. Proceeding by order of seniority, the School Board decides on the transfer of excess teachers to vacancies. (5-21.20 L)

#### **In June**

21. Teachers who have been transferred are notified of their assigned school for the following year. (5-3.18 P)

**By June 15th**

22. The School Board prepares a new vacancy list and shall invite the teachers on the priority of employment list (aka Recall list) to the relevant placement meeting(s) giving the pertinent information of time, date and location, along with a brief explanation of the process to be followed.

**Before June 30st**

23. Before June 30th the School Board shall schedule 2 placement meetings, one for posts available in high schools and one for posts available in elementary schools, other than those for English elementary homeroom teachers.

**By July 15th**

24. The School Board will notify all elementary English homeroom teachers who are on the recall list, the date of the August hiring hall.

**In mid-August**

25. The final hiring hall for teachers on the recall list shall take place.

**In the Fall**

This procedure is found in our local agreement – 5-21.23 to 5-21.31. The only contractual date is October 15 <sup>th</sup> – all other dates are decided by the School Board each year.
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26. If there is a need to reduce the number of teachers in a school in the fall, the first teachers whose jobs may be in jeopardy are those who are not yet under contract. These include newly-hired teachers, potential list teachers, and recall list teachers, and in general, that is the order used if jobs are cut.
27. If there are still posts to be cut, the school administration announces the category or categories where there is an excess of personnel, and asks for volunteers for compulsory transfer from among the teachers within any such category. If more volunteers for "compulsory" transfer come forward that are needed, then greatest seniority at the School Board level prevails to determine those who will leave school.
28. If not enough volunteers for "compulsory" transfer come forward then the teacher(s) in the category in question with the least seniority at the School Board level will be subject to compulsory transfer. The School Board has the right to state that certain positions have 'particular requirements' (5-21.06 **P**) after consultation with the MTA. The teachers who are subject to compulsory transfer will be officially informed.
29. The school administration will post in the staff room a list of all known vacancies in the system, unless there is an agreement to the contrary between the Board and the Union based on the number of excess teachers. The list of vacancies will include all legitimate vacancies currently filled by substitute teachers, including part-time vacancies.
30. Excess teachers submit vacancy selection forms listing their choices and will be assigned by the School Board according to those choices, starting with the most senior excess teacher. Teachers will be informed by phone of their assignment and later will receive a written confirmation. Newly-assigned teachers will be permitted to visit their new school while the former teacher remains in place for the day.

## LIST OF CATEGORIES

### **ELEMENTARY LEVEL**

<b>CATEGORY</b>		<b>CODE</b>	<b>DESCRIPTION</b>
1.	Bilingual	100	Bilingual Generalist (Pre-K to K)
2.	General	101	English Generalist (Pre-K to 6)
3.	Second Language	102	French Generalist (Pre-K to 6)
		103	French as a Second Language
4.	Physical Education	104	Physical Education
5.	Music	105	Music
6.	Arts	106	Art
7.	Other Specialties	107	Elementary Specialists other than those above

### **SPECIAL EDUCATION ELEMENTARY**

1.	School Adaptation	140	Resource in regular elementary schools
2.	Special Education	141	Special Education in Social Affairs schools/Autistic students
3.	Special Education	142	Special Education for Hearing Impaired students
4.	Special Education	143	Closed Autistic/SEEDS/LD classes in regular elementary schools

### **SECONDARY LEVEL**

1.	First Language	120	English (including Drama)
2.	Second Language	121	French Second Language (including French First Language)
3.	Physical Education	122	Physical Education
		123	Dance
4.	Music	124	Music
5.	Arts	125	Art including Media
6.	Mathematics	126	Mathematics
		127	Computer Science
7.	Science	128	Science including Physics and Chemistry
8.	Social Studies	129	Social Studies - Includes Geography, History, Economics, Entrepreneurship, Business Subjects
9.	Personal Development	130	ERC (Ethics and Religious Culture)
			POP (Personal Orientation Project)
10.	Other Specialties	131	Other Languages

### **SPECIAL EDUCATION SECONDARY**

1.	School Adaptation	150	Special Education/resource in regular high schools
2.	Special Education	151	Special Education in Social Affairs schools
3.	Special Education	152	Special Education for Hearing Impaired students



## TEACHER EVALUATION

There is no limitation on the right of the School Board to evaluate the performance of its teachers. Most teachers (see the exception below) have the right to defend themselves by means of the grievance procedure against a disciplinary measure imposed by the School Board as a result of a negative evaluation.

The EMSB has a policy of evaluating every tenured teacher at least once every five years and every non-tenured teacher annually. The procedures for such evaluations are set by the School Board.

In the particular case of teachers who have not accumulated 2 years of experience with one employer (or 3 years if more than one employer is involved) within a maximum continuous period of 5 years, they are severely limited in their right to defend themselves. If a process of negative evaluation leads the School Board to terminate such a teacher's contract at the end of a school year (non-reengagement), then he/she does not have the right to contest the reasons for the termination of the contract. He/she may only contest whether or not correct procedures were followed.

These procedures require a minimum number of visits by specified dates, as well as written statements to be provided to any teacher whose performance may be deemed to be unsatisfactory. Also, the teacher must be formally advised of exactly what needs to be improved and what resources are available for assistance, if there is a risk that the final appraisal could lead to a non-reengagement. These procedures are set out in a School Board policy included in our Local Agreement.

## EVALUATION (HELPFUL HINTS)

1. You should have copies of the forms being used to evaluate you before your evaluation so that you may focus on certain criteria if you choose to (Appendix 1)
2. It is all right to say “no” to too many extracurricular activities. Beginning teachers often think they have to do everything that is asked of them and do it well. There are just so many hours in a day and you have just so much energy. If it is too much for you, say no. It doesn't help anyone for you to be stretched that you cannot do anything well. Sometimes less is more!
3. Plan your lesson just as you would normally do, whether or not you are being evaluated. Just be yourself! Don't over do it! Don't stress over it! You should show the evaluator what you do on a regular basis.
4. Ask a veteran colleague to observe your class before your evaluation for positive feedback.
5. You might want to invite another colleague to observe before your evaluation for suggestions.
6. Sharing experiences with others in the same situation can be of great help.
7. When you receive your evaluation, if you do not agree with it, contact the MTA for advice. You may be advised to respond in writing to the administration.

## TEACHERS' WORKING CONDITIONS

### A. Global Workload

#### Youth Sector

Elementary	1380 minutes per week
Secondary	1200 minutes per week
Secondary	1440 minutes per 6-day cycle
Secondary	1680 minutes per 7-day cycle
Secondary	2160 minutes per 9-day cycle

The global workload is composed of 4 elements:

- a) teaching time
- b) supervision
- c) remediation
- d) homeroom

Average Teaching Time:

Elementary	1230 minutes per week
Secondary	1025 minutes per week
Secondary	1230 minutes per 6-day cycle
Secondary	1435 minutes per 7-day cycle
Secondary	1845 minutes per 9-day cycle

Homeroom counts towards the total workload minutes per week or cycle which elementary and secondary teachers must fulfill. Usually homeroom is 15 minutes per day at the elementary and 10 minutes at the High School. There is no specified maximum time for supervision of pupils in the contract, so this can vary from school to school, keeping in mind the overall workload must not be exceeded.

The remediation time is determined by subtracting the sum of teaching time, supervision, and homeroom time from the total workload.

#### Vocational Sector

For teachers of technical-vocational education, there is a separate chapter in the contract, and the main workload provisions are as follows:

- (i) The 200-day work year may be spread out to include the month of August.
- (ii) The total assigned workload cannot exceed 720 hours per year but it may vary from week to week as long as the maximum per year is respected.
- (iii) The average teaching time to be respected for teachers of vocational training education is 635 hours per year.
- (iv) A full-time teacher who is assigned more than 720 hours of global workload in a given year receives 1/1000 of annual salary for every period of 50 to 60 minutes in excess of the 720 hours.
- (v) Regular teachers can be assigned 30 hours a week for a maximum of 14 weeks per year, with no more than 7 weeks consecutively.

#### Adult Education Sector

For teachers of adult education, there is a separate chapter in the contract (Provincial Entente, Chapter 11). For a full-time adult education teacher, the workload is 800 hours per year.

In our local agreement, we were able to get the EMSB to agree that for teachers in adult education without a regular contract (and there are many!) the EMSB's responsibility is to offer as many 800 hour contracts as possible.

## **B. Presence (27 hours per week + 5 more hours)**

The provisions for presence assigned by the school administration after consultation with the teacher remain the same as in previous years, at 27 hours per week or the equivalent in adult and vocational centres, averaged over the year.

We also have a responsibility for an additional 5 hours per week of "personal presence". In most cases this time is determined by the teacher, and what you do during this time is up to you, and cannot be assigned by the principal. There is a certain limit to the amount of this time that can take place during your lunch hour, if your principal decides to invoke this limit.

### **The usual 27 hours per week:**

Please note that the EMSB has clearly told its administrators to follow the same measures as always for the **27 hours per week of presence**. These 27 hours are equal to:

- = 1620 minutes per week, Elementary and Secondary
- = 1944 minutes per 6-day cycle, Secondary
- = 2268 minutes per 7-day cycle, Secondary
- = 2916 minutes per 9-day cycle, Secondary

Although the school administration may vary the presence schedule from teacher to teacher, there are certain limitations. For example, no day can be longer than 8 hours (excluding lunch) and the week cannot be longer than 35 hours. These two limits, the 8 hours per day and the 35 hours per week, are known as the "framing device" for presence.

If there is to be a change in the schedule, the teacher must be given sufficient notice, and no permanent change can take place without 5 days written notice, unless the teacher agrees to change more quickly.

### **The additional 5 hours per week:**

You will be asked to complete a form indicating when you intend to complete your five hours. Rest assured that this statement of intent could be changed if you need to change it during the course of the school year.

**Teachers are expected to self-schedule 5 hours of presence per week** for personal work, outside of the 27 hours of presence per week that has been in effect under the collective agreement for many years.

We know that the 27 hours of presence are probably monitored and carried out differently in different schools in the EMSB. Nevertheless, what needs to be understood is that the additional five hours to be scheduled must be outside of the 27 hours.

Although at the provincial level in the actual text of the agreement there are certain limits placed on when the additional five hours can be carried out, **our first and most important recommendation is that all parties be as reasonable as possible in the application of this agreement.**

For example, **any time proposed by you and accepted by the Principal/Centre Director for the carrying out of personal work is permitted.** We fully expect that most of you will propose to carry out your presence requirement either immediately before or after school, or to some extent during lunch hour. Obviously, all proposals should fall into the normal time when school is open.

If a Principal/Centre Director does not accept a given proposal for some reason, it is recommended that you contact the MTA office to determine if the Principal's rejection is permitted under the collective agreement. (It is to be hoped that in the vast majority of cases, the self-scheduling proposal will be determined by mutual agreement.)

### **What work is done during this additional presence time?**

You, the teacher, are the one who determines the work that you will carry out. **In essence, whatever work you choose to consider as personal work is acceptable, provided the work is in keeping with the list of general duties in clause 8-2.01 or 11-14.02 or 13-15.02.**

Some of you may choose to work alone, others may choose to work with other teachers in the school during the additional five hours. Some of you may prefer to spend your time with your students. This may be a reason for scheduling this time during the lunch hour period, and this is one excellent reason for administrators to accept the self-scheduling of the teacher at such a time.

### **Can the scheduling vary during the school year?**

The 5 hours per week of self-scheduled presence can vary within the school year. It can be heavier for a given period of the year and lighter at others to take into account seasonal activities. For example, at the high school level, a teacher may propose a schedule according to the timetable cycle in effect, rather than on a weekly basis.

Similarly, teachers who expect to be heavily involved with after-school activities at certain points in the year may want to schedule way more than three hours per week for those periods, and less for others. Keep in mind that overall, when we are discussing 5 hours per week, we are essentially discussing a total of **200 hours per year**. And since some activities are credited towards this **200 hours per year**, (see the following paragraph) the real total to be self-scheduled is actually less than this.

### **What are the activities that are credited?**

The provincial agreement credits teachers with the time spent for the three evening meetings with parents, as well as for the ten staff meetings held per year.

We estimate that on average, this would account for approximately **24 hours per year, to be deducted from the total of 200 hours per year**. This would mean that the average teacher would only need to self-schedule **4 hours and 24 minutes per week**.

### Can the self-scheduled time be changed?

A schedule, once approved, can be changed by the teacher provided the teacher informs the Principal/Centre Director, and where necessary, gets his/her approval. This approval is also necessary if the teacher wishes to schedule time during the uninterrupted lunch period.

There may be temporary changes and changes of a more long-term/permanent nature. Our recommendation is that prior notice be given of at least a day in the case of a temporary change, and that five days' notice be given in the case of a more long-term/permanent change.

### What if conflicts arise?

Since our entire premise is based on good faith between the parties, we recommend that every attempt be made to resolve these issues amicably at the school/centre level.

However, if there is a problem that cannot be resolved, we then recommend you contact us, so that we can help with the difficulty.

### Assigned Presence/Personal Presence

Assigned presence refers to the time you can be assigned to be present by your in-school administrator, which is added to the time of your workload (teaching, homeroom, supervision and assigned remediation, if any). In the youth sector, your principal normally consults you about when you would like your assigned presence periods to be. Then in addition to that, theoretically there are 5 hours of personal presence per week to be added.

In fact because of credits you get for attending staff meetings and evening meetings with parents, (**NOT** interviews, for which you are compensated) the **actual personal presence time is more like 4 hours 24 minutes**, depending on the length of meetings at your school. The following table shows the time for assigned and personal presence, based on the **average** workload (yours may vary).

<b>Teaching Time + Other Duties = Workload + Assd. Pres. + Pers.Pres. = Total/wk (÷5) = Min/Day</b>				
(Homeroom, supervision and remediation)				
<b>Elem. 1230 min/wk</b>	<b>20.5 hrs</b>	<b>+150 min/wk</b>	<b>2.5 hrs</b>	<b>= 23 hrs/wk + 4 hrs/wk + 5 hrs/wk = 32 hrs/wk = 384 min/day</b>
<b>Sec. 1025 min/wk</b>	<b>17.1hrs</b>	<b>+175 min/wk</b>	<b>2.9 hrs</b>	<b>= 20 hrs/wk + 7 hrs/wk + 5 hrs/wk = 32 hrs/wk = 384 min/day</b>

\* For secondary schools that **do not** operate on a weekly schedule, multiply the time by the number of days in the cycle and divide by 5. For example, in a school with a 9-day cycle, Workload = (20 hrs/week) x (9 day/cycle) ÷ (5 days/week) = 36 hrs/cycle.

In Adult Education, the workload is **800 hours per year, which is the equivalent of 20 hours per week**. The assigned presence and the personal presence are therefore the same as for high school teachers. In Vocational Education, the average teaching time is **635 hours per year**, with a workload of **720 hours per year, the equivalent of 18 hours per week. Assigned presence is therefore 9 hours per week, and personal presence is the same for everybody.**

The 5 hours of personal presence is reduced by credit you get for attending 10 staff meetings and 3 evening meetings. This credit (figuring approximately 1.5 hours for each staff meeting and 3 hours per evening meeting) adds up to 24 hours, which you subtract from the total of 200 hours per year (5 hours per week x 40 weeks), to get 176 hours per year. This amount, distributed over 40 weeks means that **in this example, you would need to fill in personal presence time of 4 hours 24 minutes per week, not 5 hours per week. (If your meetings are a lot shorter, your credit would be less, and your personal presence would be longer.)**

So when can you schedule your personal presence time? It is basically your decision, but there are some **rules in situations where you and your in-school administrator do not agree.**

1. Recess, and passing time between two periods in which you have been assigned work (high school) must be counted as personal presence time (unless you are supervising at recess, or your Principal has already included these as part of assigned presence).
2. You can count part of lunch, depending on the agreement of your administrator. If lunch is longer than 50 minutes, the amount above the 50 minutes can count, to a maximum of 2 hours per week.
3. You can start your presence 30 minutes before the first assigned duty any teacher has in your school, **without** the agreement of your administrator, **or earlier, with the agreement of your administrator.** You can finish it 30 minutes after the end of the 8 hour framing device (8 hours from the first scheduled duty, not counting lunch hour) **without** the agreement of the administrator, **or later, with the agreement of your administrator.**
4. If you have any spares during your timetable where you are not assigned presence, you can choose these as personal presence time.
5. If you go to a workshop of the school board, you are not absent and don't have to worry about presence. If you go to an external workshop, you will be considered as having done your full day of work that day, and will have nothing to "make up" for that day.
6. **You can change your personal presence schedule on a temporary basis by giving 24 hours notice, or on a permanent basis if need be, during the school year by giving 5 days notice.**

### C. Class Sizes

I. The following are the average and maximum class sizes currently in effect:

<b>PRESCHOOL</b>		
	<b>Board-wide Average</b>	<b>Maximum</b>
Kindergarten [4-year-olds]		
1. Regular	14	17
Kindergarten [5-year-olds]		
2. Regular	17	19
Students with social maladjustments or learning disabilities		
3. Students (5-year-olds only) with behavioural difficulties	8	10
Students with handicaps		
Students identified as handicapped by:		
4. a mild motor impairment or an organic impairment	10	12
5. a moderate to severe intellectual handicap	8	10
6. a language disorder, an atypical disorder or a severe motor impairment	6	8
7. a severe language disorder, a visual impairment or a hearing impairment	5	7
8. a profound intellectual handicap, a pervasive development disorder or a psychopathological disorder	4	6
<b>ELEMENTARY</b>		
Regular		
9. All grades (inner city schools)	18	20
10. Grade 1 (non-inner city schools)	20	22
11. Grade 2 (non-inner city schools)	22	24
12. Grades 3, 4, 5 & 6 (non-inner city schools)	24	26
13. Split class (all grades) (inner city schools)		18
14. Split class (1/2) (non-inner city schools)		20
15. Split class (2/3) (non-inner city schools)		22
16. Split class (3/4, 4/5 & 5/6) (non-inner city schools)		24



Students with social maladjustments or learning disabilities		Board-wide Average	Maximum
17.	Such students with behavioural difficulties	10	12
18.	Such students with severe behavioural difficulties linked to psychosocial disturbances	7	9
19.	All other such students	12	16
Students with handicaps			
Students identified as handicapped by:			
20.	a mild motor impairment or an organic impairment	12	14
21.	a moderate to severe intellectual handicap	10	12
22.	a language disorder, an atypical disorder or a severe motor impairment	8	10
23.	a serious language disorder	6	8
24.	a pervasive development disorder, a psychopathological disorder, a visual impairment or a hearing impairment	5	7
25.	a profound intellectual handicap	4	6

## SECONDARY

### Regular

26.	For courses for students enrolled in a temporary individualized path for learning	18	20
27.	For secondary III, IV or V technical exploration courses	20	23
28.	For secondary I general education courses	26	28
29.	For secondary II general education courses	27	29
30.	For secondary III, IV or V general education courses	30	32
Students with social maladjustments or learning disabilities			
31.	Such students with behavioural difficulties	12	14
32.	Such students with severe behavioural difficulties linked to psychosocial disturbances	9	11
33.	All other such students	16	20
Students with handicaps			
Students identified as handicapped by:			
34.	a mild motor impairment or an organic impairment	14	16
35.	a moderate to severe intellectual handicap	12	14
36.	a language disorder	10	12
37.	an atypical disorder or a severe motor impairment	9	11
38.	a pervasive development disorder or a psychopathological disorder	6	8
39.	a visual impairment or a hearing impairment	5	7
40.	a profound intellectual handicap	4	6

## VOCATIONAL EDUCATION

	Board-wide Average	Maximum
41. For vocational training courses in the health sector, assistance and nursing care profile:		
a) in a hospital setting	6	6
b) for courses not held in a hospital setting	17	20
42. For vocational training courses in the administration, commerce and secretarial studies sector, with the exception of workshop-classes and laboratories and with the exception of the computer science (operations) profile	30	32
43. For vocational training courses in the administration, commerce and secretarial studies sector in workshop-classes and labs	19	22
44. For all vocational training courses except those referred to in the preceding subparagraphs	19	22

II. There are only four reasons which can be used to justify going above the maximum in any class:

- (a) lack of premises in the school,
- (b) limited number of groups in the school,
- (c) shortage of qualified available personnel,
- (d) geographic location of the school.

Should any of these reasons apply, the School Board is allowed to exceed the maximum class size. Please advise any teacher (including specialists) to keep a record of the number of days and the number of pupils involved. Each such teacher is entitled to financial compensation for having a class which exceeds the maximum.

**N.B. Specialists at the primary school should keep a record of the number of pupils over the maximum, the number of days involved, and the amount of time spent teaching the oversized group.**

Teachers will not be compensated for classes that are above the maximum in September and that are then rearranged before 15 October. The teachers involved will only be compensated if this situation persists after 15 October. The compensation will, in that case, include the time from the beginning of the school year.

Since it is not known which classes will be reorganized in October, all teachers with classes over the maximum in September should keep records as mentioned above.

#### **D. Group Meetings, Meetings with Parents**

You will be pleased to know that there is **no** obligation to attend group meetings on Saturdays, Sundays or holidays. If a meeting is called by the Board or by the school administration during your 27 hours of presence, you must attend.

There is a maximum of 10 staff or "group" meetings a year outside the hours of presence already described in this article. "Group" in this context refers, for example, to groups of teachers in the same grade level or teaching the same subject. The meetings must be held immediately after dismissal of the pupils, and must be called by the Board or the school administration. These meetings should not normally exceed one and a half hours.

There is also a provision for 3 school events or meetings with parents, normally to be held in the evening, and the possibility of more than 3 meetings, **if the administration and teachers agree**. If such extra meetings do occur, the teachers are compensated by an equivalent reduction in the 27 hours of presence. The compensation reduction is taken at a time agreed to by the teachers and the school administration.

The time spent on the 10 staff/group meetings, as well as the 3 school events or evening meetings with parents, are all credited towards personal presence time, as described earlier.

#### **E. Deduction due to illness**

1. **A full day of absence is recorded as one full day** regardless of a teacher's schedule.
2. **A partial day of absence** is recorded as **a fraction of the 300-minute daily student timetable** as follows:
  - a. The denominator is 300 minutes.
  - b. The numerator is the number of minutes missed of **teaching time during the student timetable and assigned presence within the student timetable**.
  - c. Assigned remediation (i.e. tutorials), assigned supervision, homeroom and personal presence **are not included** in the numerator.

## TENURE, SENIORITY AND YEARS OF EXPERIENCE

There is often confusion about the differences in meaning of tenure, seniority, and years of experience, so the following is a simple explanation of the meaning of these terms.

### Tenure

Tenure is the status that a teacher acquires after completing two full years with the Board on a **regular tacitly renewable contract**; i.e., if the Board does not take steps to non-reengage the teacher, the contract continues the following year, with no letter of engagement required. If you have a contract to replace someone, or if you have a contract for less than 100%, you do NOT have a regular tacitly renewable contract, and cannot acquire tenure.

Once a teacher has acquired tenure, s/he has a certain security of employment. Tenured teachers cannot be non-reengaged for reasons of surplus, but if there is a surplus in a certain category, tenured teachers may be placed on availability. Being placed on availability guarantees that, subject to certain mobility requirements, the teacher will still have a job, and will collect at least 90% of salary in his/her first 3 years of being on availability, 85% in his/her 4<sup>th</sup> or 5<sup>th</sup> year and 80% as of his/her 6<sup>th</sup> year.

For example, a teacher who began working for the Board on the first work day with a regular tacitly renewable contract **this** school year will acquire tenure, for all practical purposes, on June 2nd of **next** school year. S/he will be completing his/her second year, and since the Board would have had to non-reengage the teacher by June 1st, it is clear that two full years will be completed. (This is on the assumption that the teacher will not resign before June 30th).

Any teacher, even if not in surplus, who succeeds in being hired by another School Board immediately after resigning from his/her former Board may transfer his/her **tenure** to the new Board. (Note that only tenure is transferred, not seniority, unless other conditions prevail. See below.)

### Seniority

Teachers with contracts acquire seniority, whether the contract is a full-time one or a part-time contract. For each full year of employment, a year of seniority is acquired, but if the contract is a part-time one, a fractional seniority will be calculated.

If a teacher has a part-time contract, followed by another the next year, his/her seniority will continue to accumulate. If there is a break of service of more than 24 months, the teacher's seniority will be lost and will go back to zero.

The main importance of seniority is in the determination of declarations of surplus (Board level) and excess (school level) of teachers, and in the granting of posts in the assignment and transfer procedures carried out by the Board.

A teacher may be entitled to transfer from one School Board to another and bring along his/her **seniority** under certain conditions. The measure that permits this is called a "**transfer of rights**". A **transfer of rights** is permitted only when the departure of the teacher from the original Board allows for the reduction of the number of surplus teachers.

## **Years of Experience**

Not to be confused with seniority, years of experience are not an expression of the length of continuous service with a **particular** School Board (or Boards, if a transfer takes place), but instead are recognition of the **total** number of years spent in teaching (or in work related to the teaching field, for which you get partial credit).

In general, the main importance of years of experience is for the purpose of placing a teacher on the correct step in the salary scale, and occasionally for breaking a tie with other teachers whose seniority is the same.

A teacher who transfers from one School Board to another will have his/her years of experience recognized by the new Board.

N.B. 1: In the case of teachers who hold part-time contracts, the following applies:

Such teachers will be credited with 1 year of experience credit once they have accumulated the equivalent of 90 days of the year. After that, such teachers must accumulate the equivalent of 135 days to get any additional year of experience credit. In the calculation of incomplete years, days not used towards the acquisition of one year are saved and used towards the acquisition of the next year of experience.

N.B. 2: In the case of teachers who hold full-time contracts but choose to work only part-time, the following applies:

The teacher must work the equivalent of at least 155 days to be credited with the year of experience. (At the secondary level, the teacher will be deemed to have met that standard if he/she teaches, for example, a 3-group teaching assignment instead of a 4-group teaching assignment.)

N.B. 3: In the particular cases of sick leave and parental leave, the following applies:

Concerning sick leave, if a teacher manages to work 90 days of the school year, it counts as a year of experience; if not, it doesn't count. There is no accumulation.

Concerning parental leaves, the maternity or paternity portion (i.e., the portion with salary top-up) plus up to 1 year of parental extension leaves count as work experience. If parental extension leaves continue to the end of the school year beyond the first anniversary date of the end of the maternity or paternity portion, then that school year will count only if that anniversary date is at least 90 workdays past the start of the school year.

## WORK-RELATED INJURIES/CNESST

The definition of a “work accident” from 5-10.36 (a) Provincial Entente is: *A sudden and unforeseen event, attributable to any cause, which happens to a teacher, arising out of or in the course of work and resulting in an employment injury to him or her.*

As an employee of the EMSB, if you have suffered a work related injury, you may be entitled to CNESST benefits. It is important that if something does happen to you during the performance of your duties as a teacher, that you have the incident documented right from the beginning. The EMSB and the MTA have placed accident report forms on the EMSB Portal (see the Human Resources folder) and also on MTA website. There are supposed to be copies of these forms in your school’s/centre’s main office but we have found that this is not always the case.

Completing a form is not enough to have a CNESST claim accepted. See a doctor on the same day the injury occurs. Don’t just wait for the pain to go away or put off an appointment for lack of time. If you do, it makes it more difficult for the doctor to establish the link between the accident and your work, and for the CNESST to accept your claim. Provide all the details of the event so that your doctor can establish the link with your work and begin the procedure with the CNESST by submitting a medical certificate indicating the diagnosis and the duration of any absence. Submit the medical certificate to the school board and send a copy to the CNESST office in your area. Even if the doctor feels you are capable of working, the clinical notes are entered in your file and could be useful should any other problems arise.

The two most commonly used forms are the Accidental Event Form and the Notice of a Dangerous Situation Form.

### Accidental Event Form

Even the smallest injury can eventually lead to complications so be sure to complete the **Accidental Event Form (aka the HS1 form)** for any accident that you have suffered and, if possible, have a witness sign the completed form. A simple slip in the parking lot can eventually lead to long-term pain. If the accident has been documented early on, it may help you receive many benefits that would not usually be fully paid through your health insurance.

### Notice of a Dangerous Situation Form

If you happen to notice something that is potentially dangerous for the people in your school or centre, you have the legal responsibility to notify your administration of the problem. Often a simple note to your administrator will solve the issue but for bigger cases, or for when you do not feel that a reasonable answer has been given, then we encourage you to complete a **Notice of a Dangerous Situation Form** (also on the Portal and MTA website), give it to your administrator and send a copy to the MTA office.

Finally, it is very important that any teacher who is having difficulty with a work related injury or a health and safety issue in your school or centre call the MTA office. Dealing with the CNESST can be a daunting task so please use the MTA as a resource. We do represent teachers on the EMSB Health and Safety Committee so this is your way to make sure that your voice is heard when it comes to safety in the schools/centres. Remember, your employer has the obligation to ensure the safety of their employees and the students they serve.

## PAYCHEQUE EXPLANATION

The numbered items listed below correspond to the numbers indicated on the example paycheque following this explanation. You need to cross-reference in order to understand this explanation of certain components of the paycheque.

9.	Salary Information	The pay system treats each pay period as a 10-day period, where each day is worth 1/260 of yearly salary. Therefore 26 pays gives a full year's salary. (Please note that this is not related to the number of work days in a given period, which can vary and only add up to 200 per year).
15. (a)	Pension Plan	Teacher Contributions to your RREGOP Teacher pension plan.
15. (b)	QPP	Quebec Pension Plan Contributions.
15. (c)	QPIP	Quebec Parental Insurance Plan Deductions.
15. (d)	EI	Employment Insurance Deductions.
15. (e)	Union Dues	Union dues - \$16.00 [MTA] and \$16.73 [QPAT] (2020/2021).
19.	No. of Days Left in Bank	Indicates days left in the current year's sick-leave allocation (insofar as processed), as well as non-moneyable days remaining from the 6-day allocation given when first engaged.
20. (a)	Total Taxable	Gross taxable pay (the total of the positive and negative revenues itemized as part of the "Earnings of period" columns (13)).
20. (b)	Deductions	This is the total of the amounts itemized under "Deductions" – column (15).
21.	10 Months Accum. Adjust.	This is the amount accumulating to cover pay periods with fewer than 10 working days (e.g., when the pay period includes statutory holidays or vacation days) including the Christmas break, March break and the Summer holiday.

# SAMPLE PAYCHEQUE

Page 1

Identification		Rémunération de la période - Earnings of period				Déductions - Deductions		
			Unités Units	Taux Rate	Montant Amount		Périodique Periodic	Cumul. fiscaux YTD totals
Régulier Regular	Paie finissant le Pay period ending	Elementary (1-6) 388.17\$(1/200)	10,000000	298,5885	2 985,89	Pension Plans	253,56	1 344,17
	2017-03-04 <b>1</b>	Basic salary 388.17\$(1/200)	-0,390625	388,1651	-151,63	QPP	153,97	769,85
Non régulier Non-regular		2017-02-20				QPIP	16,36	81,80
No période Period no	Date d'émission Issue date	Educational activity 150 minutes	0,390625	388,1651	151,63	Group Ins. Teachers	1,26	6,30
18 <b>2</b>	2017-03-04 <b>3</b>	2017-02-20				E.I.	37,92	189,60
No chèque Cheque no	Matricule Employee no					IA Reg premiums T	24,76	122,19
1966807 <b>4</b>	729656650 <b>5</b>					IA Basic/comp T	71,45	356,63
Employé - Employee						Union Dues	30,73	153,65
<b>6</b>						Can. Saving Bonds	70,00	350,00
(3403 - D) Elementary (1-6)						Prov. Income Tx	382,50	1 897,24
Échelon - Step : 17						Fed. Tx	301,10	1 492,44
Institution	<b>7</b>					<b>14</b>	<b>15</b>	<b>16</b>
Succursale Branch no								
Service	(5-009) <b>8</b>							
	Edward Murphy							
Taux - Rate annuel	77 633,00 \$ <b>9</b>							
Taux - Rate 1/200	388,17 \$							
Taux - Rate 1/260	298,59 \$							
% poste - position %	100,0000 <b>10</b>							
Impôt fédéral Federal tax	Crédit Credit 11635 \$	Déduction Deduction 0 \$ <b>11</b>						
Impôt prov. Prov. tax	Crédit Credit 11635 \$	Déduction Deduction 0 \$						
Messages								
- Each employee has the obligation to validate and inform HR of any discrepancy pertaining to salary. <b>12</b>								

Banques - Bank		
	No No	Solde Balance
Annual cash value days	01	5,765625
Non-cash value days <b>17</b>	03 <b>18</b>	2,365937 <b>19</b>
<b>21</b>		
10 months accum. adjust.		6 718,17

Sommaires - Summaries		
	Périodique Periodic	Cumul. fiscaux YTD totals
Jours payés - No. days paid	10	
Nb min. éduc. - Educat. min.	0	
Tot. imposable - Tot. taxable	2 985,89	14 929,45
Tot. non-imp. - Tot. non-tax.	0,00	0,00
Déductions - Deductions	1 343,61	6 763,87
<b>Total net - Net amount</b>	<b>1 642,28</b>	<b>8 165,58</b>
Tot. part employeur imp.		
Tot. tax. employer share	0,00	0,00

1. Saturday of the pay period ending.
2. Pay period number.
3. Date when money will be deposited.
4. Cheque number.
5. Employee number.
6. Employee's name, function code, description of function code, and step for salary purpose.
7. Bank information.
8. School/Centre/Department code and description.
9. Salary information (rate 1/200<sup>th</sup> of annual salary & 1/260<sup>th</sup> of annual rate for teachers only)
10. Percentage of time worked.
11. Personal federal and provincial tax exemptions and additional tax deductions.
12. Message from school board to employees.
13. Description of payments and absences, number of units paid and salary amount paid in pay period.
14. Description of deductions.
15. Amount of deduction per pay period.
16. Year to date deduction amount.
17. Bank of days description.
18. No. of bank of days.
19. Number of days left in bank.
20. Summary of earning (taxable and non-taxable), deductions and net amount for the pay and year to date totals.
21. 10 months Accum. Adj.



## SALARY SCALE AND PAYMENT SCHEDULE

The following is the pay scale in effect for 2020-2021. The pay dates for this school year are August 27, 2020 and every second Thursday thereafter until August 12, 2021.

STEP*	SINCE APRIL 4, 2019
1	42 431
2	44 235
3	46 115
4	48 074
5	50 118
6	52 248
7	54 468
8	56 783
9	59 196
10	61 712
11	64 335
12	67 069
13	69 920
14	72 891
15	75 989
16	79 218
17	82 585

**Please note that this payscale may be changed retroactive to April 1<sup>st</sup>, 2020 but that will depend on the provincial negotiation of a new collective agreement. The current collective agreement expired on March 31, 2020.**

\* A teacher shall be granted the step corresponding to his or her current year of experience, increased by:  
 2 steps if his or her schooling is evaluated at 17 years;  
 4 steps if his or her schooling is evaluated at 18 years;  
 6 steps if his or her schooling is evaluated at 19 years or more, but without a 3<sup>rd</sup>-cycle doctorate;  
 8 steps if his or her schooling is evaluated at 19 years or more, and with a 3<sup>rd</sup>-cycle doctorate;  
 A schooling reclassification based on newly completed, additional studies adds steps as of the 100<sup>th</sup> day of the following school year.

**Adult Education and Vocational Education fixed hourly rate:**

\$55.38 + 4% (or 6% after 5 years) since April 4, 2019

**Occasional substitute fixed daily rate:**

\$212.15 + 4% (or 6% after 5 years) since April 4, 2019

## CLASSIFICATION ACCORDING TO YEARS OF SCHOOLING

To be properly classified for salary purposes, a teacher must provide the School Board with a complete record of all studies completed and attested to by diplomas, certificates, degrees, official transcripts of marks, etc. (The teacher must also provide documentation to get credit for previous experience with other employers, but under this title we are only dealing with the schooling component of classification.)

### **Provisional Classification**

The School Board then provisionally classifies the teacher according to its interpretation of the "Manuel d'évaluation", which is a compendium of rules made by the *Ministère de l'Éducation et de l'Enseignement Supérieur* about the value, in years and partial years, of courses of study taken almost anywhere in the world. The School Board then begins to pay the teacher using this provisional classification of years of schooling as part of establishing the teacher's placement on the salary scale. Every recognized year of schooling above 16 counts for 2 extra experience steps on the salary scale.

### **MTA Intervention**

At this point the MTA is entitled to make observations about any individual teacher's provisional classification if the teacher is dissatisfied with his or her provisional classification and if there is reason to believe that the School Board has misinterpreted the Manuel d'évaluation. The School Board is free to change a teacher's provisional classification if it agrees with any observations the MTA may make on behalf of the teacher.

### **Attestation of Schooling and Appeal Procedure**

Schooling dossiers are then sent for external evaluation. Eventually (usually within the same school year) the School Board issues an Attestation of Schooling. A formal appeal (called a revision request) may be lodged if the teacher feels the Attestation of Schooling is incorrect or incomplete. At this point the MTA office should be contacted in order to help the teacher with the revision request and to advise him/her as to the basis on which the appeal should be made.

The appeal is made to the Revision Committee, a committee of three, one of whom is appointed by QPAT, one of whom represents the *Ministère de l'Éducation et de l'Enseignement Supérieur*, and one of whom is a Chairperson jointly chosen by QPAT and the employer group. A decision of the Revision Committee is final and binding. If the effect of its decision is to change an Attestation of Schooling, then a new one is issued and the teacher is paid accordingly. The Revision Committee, however, cannot render a decision which has the effect of changing a rule appearing in the Manuel d'évaluation.

The process described above is repeated every time a teacher takes new courses in order to better his/her classification; that is, the School Board provisionally reclassifies and then issues an updated Attestation of Schooling, which may be revised if need be.

### **Timelines**

In order to be reclassified as of the mid-point of a given school year (which is the only reclassification date possible), the courses must be completed by January 31st and the appropriate transcripts of marks must be submitted to the School Board by the following March 31st at the latest.

### **Courses Recognized as Schooling**

It perhaps should be noted that a teacher may add to his/her recognized years of schooling either by entering programs to obtain a diploma, certificate or degree, or by pursuing what are called "courses without evident orientation" (courses taken by a teacher who is not enrolled in a program). Please note, however, that some courses are not recognized for classification purposes, whether or not they are taken as part of a program or as courses without evident orientation. Many language courses, for example, fall into this category. If in doubt, the teacher should contact the MTA office.

## **SICK LEAVE, SALARY INSURANCE, LONG-TERM DISABILITY INSURANCE**

### **SICK LEAVE**

#### **Moneyable Days**

Teachers receive 6 days each school year to cover illnesses during that school year. Unused days are moneyable at the end of each year. Days accumulated under previous collective agreements (i.e., prior to 2016/2017) are moneyable upon resignation or retirement, at the salary rate applicable then.

#### **New Teachers**

Any teacher who signs a new full-time contract receives the 6 new days referred to above plus an extra 6 non-moneyable days. These non-moneyable days are banked for use during a year when the total of all moneyable days gets used up. Teachers signing part-time contracts receive the appropriate proportion of the 6 new and 6 non-moneyable days. In their case, the unused moneyable days get paid at the end of the year.

#### **Use of the Bank of Days**

One day is removed from the sick-leave bank of days at the rate of 1 day per working day missed, **up to a maximum of 5 days for any one period of illness**. If a teacher runs out of sick-leave days during a school year and can no longer cover the first 5 days of a subsequent illness, then either unused days accumulated under previous collective agreements will be used or, if none, the teacher loses salary for the days that cannot be covered.

### **SALARY INSURANCE**

**Starting on day 6 of a period of illness**, a teacher no longer uses up his/her bank of days, since s/he automatically receives 75% of salary by virtue of the salary insurance provisions of our collective agreement. Medical evidence is always required by the Board as of this point. The 75% salary coverage continues for up to 52 weeks after the first day of illness, provided satisfactory medical evidence can continue to be supplied.

**As of the 53rd week of a period of illness**, a teacher starts to receive 66 2/3% of salary, instead of 75%. The 66 2/3% coverage continues for up to another 52 weeks, provided satisfactory medical evidence can be supplied.

**After 104 weeks of a period of illness, there is no further salary insurance provided through the collective agreement, unless the teacher is covered by the Industrial Alliance long-term disability salary insurance that takes over at that point.** (see next page)

#### **Definition of a Period of Illness**

A succession of absences without the teacher ever returning to work for at least 8 consecutive days of actual full-time work or availability for full-time work is considered automatically be one period of illness.

For example, if a teacher is away for 12 days (and therefore starts to receive 75% of salary as of day 6), then returns to work for **7 days** and then is away again for 3 more days, the 3 days of the second absence would be considered as days 13, 14 and 15 of the same period of illness as the earlier absence, because the teacher has not returned to work for at least 8 days. S/he would get 75% of salary for the latter 3 days and no additional days would be deducted from the sick leave bank of days. This is usually an advantage for the teacher.

If, however, that teacher had been away for 12 days, had then returned to work for **8 days** and then had been away again for 3 more days, the 3 days of the second absence would be considered as days 1, 2 and 3 of a new period of illness (even if the absences were really related), because the teacher had returned to work for the requisite 8 days. The latter 3 days would have to be covered by the teacher's bank of days. In the case where an absence exceeds 3 working months, then the teacher must return to work for at least 35 consecutive days of actual full-time work or availability for full-time work in order for that period of illness to be considered as terminated for salary insurance purposes.

### **Related or Unrelated Illness**

On the absentee form teachers are asked to fill out upon their return to work, a teacher may **choose** to have the absences considered as **unrelated** by ticking the appropriate box. It is usually a **disadvantage** to the teacher to do so, since more days are then deducted from the teacher's bank of days. It is almost always better to leave the box blank, unless the teacher has a large bank of non-moneyable days which are being used up, thereby giving 100% salary instead of 75%.

### **LONG-TERM DISABILITY INSURANCE**

Salary insurance is available to cover absences of longer than 2 years' duration (the first 2 years being covered as explained above). This is compulsory insurance, except in certain cases listed below. The yearly cost is 1.5274% (2021) of annual salary (including 9% tax).

### **Elimination Period and Duration of Protection**

Industrial Alliance benefits will commence after the end of benefits provided under the Collective Agreement (104 weeks) and are payable monthly until the member's 65th birthday or until he/she is eligible for a pension of 78% of his/her salary, whichever occurs first.

### **Amount of Protection**

Subject to the coordination of this insurance with other revenues, the benefit payable is fifty percent (50%) of the gross salary or ninety percent (90%) of the net salary (whichever is lower), as determined at the onset of the disability. This benefit is **non-taxable**.

### **Indexation of Benefits**

The benefit is indexed annually to the cost of living up to 3% maximum, computed as at October 31st, and coming into effect on the following January 1st.

### **Definition of Disability**

A state of incapacity resulting from sickness, including a surgical procedure directly relating to family planning, an accident or complication of pregnancy, requiring medical care and which, during the first 48 months of disability, completely prevents the protected employee from carrying out the normal duties of her or his employment or any comparable employment with similar remuneration offered to her or him by the employer and, after the first 48 months of disability, completely prevents the protected employee from carrying out any remunerative work for which she or he is reasonably prepared as a result of her or his education, training and experience and this, without regard to the availability of employment.

### **Possibility of Withdrawal from the Compulsory Long-Term Disability Insurance Plan**

A teacher who fulfills one of the following conditions may be exempt from this compulsory insurance:

- he/she participates in the RREGOP and is 53 years old or over; or
- he/she is under part-time contract.

A teacher who wishes to exercise his/her right to withdraw from the compulsory long-term disability insurance must complete the appropriate form through the EMSB.

## 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 grandchildren; 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 2017-2018 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.

### **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/EMSB 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.

## PROFESSIONAL DAYS

### A. Distribution of Work days – Youth Sector

The EMSB has agreed to set 19 professional days for 2020-2021.

Conditional Professional Days: 2 school-based days to be declared professional days, 1 after February 15<sup>th</sup> and 1 after April 15<sup>th</sup>, only if no school days are cancelled due to unforeseen circumstances.

In the event that a school is closed on a given day for any reason (snowstorm, plumbing, electrical failure, etc.), then that day will be counted as a professional day if it was scheduled to be a professional day or as a pupil instructional day if it was so scheduled.

### B. Distribution of Work days – Vocational Education Sector

For 2020-2021, there are 4 fixed andragogical days and 8 moveable andragogical days.

### C. Distribution of Work days – Adult Education Sector

For 2020-2021, there are 6 fixed andragogical days and 2 moveable andragogical days.

### D. Use


Clause 4-2.09 (i) (Local Agreement) states that the School Council must be consulted on "the organization and the evaluation for internal purposes of all professional days as well as calendar placement of those which are moveable."

Don't forget that funds are available from the Professional Improvement Committee for activities on professional days (collective and school projects). Also, if there is a PIC-funded activity on a professional day, **attendance is voluntary**.

# YOUTH SECTOR – SCHOOL CALENDAR 2020/2021

 <p><b>Commission scolaire English-Montréal</b> <b>English Montreal School Board</b></p>	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <b>2020</b>  <b>CALENDRIER SCOLAIRE</b>  <b>ENSEIGNANTS</b>  <b>SECTEUR DES JEUNES</b>  Répartition des jours de travail </div> <div style="text-align: center;"> <b>- 2021</b>  <b>SCHOOL CALENDAR</b>  <b>TEACHERS</b>  <b>YOUTH SECTOR</b>  Distribution of Work Days </div> </div>
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JUILLET / JULY 2020							AOÛT / AUGUST 2020							SEPTEMBRE / SEPTEMBER 2020						
D/S	L/M	M/T	M/W	J/T	V/F	S/S	D/S	L/M	M/T	M/W	J/T	V/F	S/S	D/S	L/M	M/T	M/W	J/T	V/F	S/S
			1	2	3	4							1			1	2	3	4	5
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
OCTOBRE / OCTOBER 2020							NOVEMBRE / NOVEMBER 2020							DÉCEMBRE / DECEMBER 2020						
D/S	L/M	M/T	M/W	J/T	V/F	S/S	D/S	L/M	M/T	M/W	J/T	V/F	S/S	D/S	L/M	M/T	M/W	J/T	V/F	S/S
				1	2	3										1	2	3	4	5
4	5	6	7	8	9	10	1	2	3	4	5	6	7	6	7	8	9	10	11	12
11	12	13	14	15	16	17	8	9	10	11	12	13	14	13	14	15	16	17	18	19
18	19	20	21	22	23	24	15	16	17	18	19	20	21	20	21	22	23	24	25	26
25	26	27	28	29	30	31	22	23	24	25	26	27	28	27	28	29	30	31		
							29	30												
JANVIER / JANUARY 2021							FÉVRIER / FEBRUARY 2021							MARS / MARCH 2021						
D/S	L/M	M/T	M/W	J/T	V/F	S/S	D/S	L/M	M/T	M/W	J/T	V/F	S/S	D/S	L/M	M/T	M/W	J/T	V/F	S/S
					1	2									1	2	3	4	5	6
3	4	5	6	7	8	9		1	2	3	4	5	6	7	8	9	10	11	12	13
10	11	12	13	14	15	16	7	8	9	10	11	12	13	14	15	16	17	18	19	20
17	18	19	20	21	22	23	14	*15	16	17	18	19	20	21	22	23	24	25	26	27
24	25	26	27	28	29	30	21	22	23	24	25	26	27	28	29	30	31			
31							28													
AVRIL / APRIL 2021							MAI / MAY 2021							JUIN / JUNE 2021						
D/S	L/M	M/T	M/W	J/T	V/F	S/S	D/S	L/M	M/T	M/W	J/T	V/F	S/S	D/S	L/M	M/T	M/W	J/T	V/F	S/S
				1	2	3							1			1	2	3	4	5
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

 <b>Holiday / Congés</b>	 <b>Fixed Professional Days-School Board / Journées pédagogiques fixes-Commission scolaire</b>	 <b>March Break / Relâche scolaire</b>
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School Year: **August 25, 2020 to June 29, 2021**  
First Day of Classes : **August 31, 2020**  
Last Day of Classes : **June 23, 2021**  
Spring Break: **March 1 to March 5, 2021**  
Teaching Days : **181**  
Professional Days : **17 + 1 (after Feb. 15) + 1 (after April 15) = 19**  
Fixed Prof. Days : **August 25, 26, 27 & 28, 2020**  
**October 16, 2020 (QPAT Conference)**  
**June 25, 28, 29 & 30, 2021**  
**Oct. 19th, 2020 (School Success Planning Day) + 2**  
**7 days (5+1+1)**  
**Feb. 15, 2020**

Board-Wide Prof. Days :  
Moveable Professional Days :  
(\*) Non-Working Day for Teachers:

Année scolaire : **Du 25 août 2020 au 29 juin 2021**  
Première journée de cours : **Le 31 août 2020**  
Dernière journée de cours : **Le 23 juin 2021**  
Relâche scolaire : **Du 1<sup>er</sup> mars au 5 mars 2021**  
Journées d'enseignement : **181**  
Journées pédagogiques : **17+1 (après 15 février)+1 (après 15 avril) = 19**  
Journées pédagogiques fixes : **Les 25, 26, 27 et 28 août 2020**  
**16 octobre 2020 (conférence APEQ)**  
**Les 25, 28, 29 et 30 juin 2021**  
**Le 19 oct, 2020 (Journée de Planification) + 2**  
Journées de perfectionnement: **7 jours (5+1+1)**  
Journées pédagogiques mobiles :  
(\*)Journée non-travaillée pour les enseignants : **Le 15 fev. 2020**



## DENTAL INSURANCE

### **Participation**

The teachers' group dental insurance plan is compulsory for all teachers except those who already have dental insurance (proof of which is required). It is not available to Adult and Vocational Education teachers who do not have full-time (automatically renewable) contracts. The insurer of this plan is Industrial Alliance.

### **Description of the Plan**

- |                         |   |
|-------------------------|---|
| <b>Preventive Care</b>  | <ul style="list-style-type: none"><li>- examinations</li><li>- x-rays</li><li>- lab tests</li><li>- polishing + fluoride treatment</li><li>- anesthesia (in relation to surgery)</li></ul>  |
| <b>Basic Treatments</b> | <ul style="list-style-type: none"><li>- fillings</li><li>- endodontics (root canal treatments)</li><li>- periodontics (gum disease treatments)</li><li>- repair and adjustment of removable dentures</li><li>- oral surgery</li></ul> |
| <b>Major Treatments</b> | <ul style="list-style-type: none"><li>- placement or replacement of fixed or removable dentures (subject to certain conditions)</li><li>- inlays and onlays</li></ul>   |

### **Structure**

- 80% reimbursement on Preventive Care and Basic Treatments
- 50% reimbursement on Major Treatments
- \$2000.00 maximum per person per calendar year on Preventive Care and Basic Treatments
- Additional \$2000.00 maximum per person per calendar year on Major Treatments

### **Cost (in effect for 2021)**

- Individual: \$22.27 (tax included) per pay
- Single parent: \$38.98 (tax included) per pay
- With couple: \$42.32 (tax included) per pay
- Family: \$59.02 (tax included) per pay

### **Changing Your Coverage**

You may reduce coverage from Couple or Family to Individual at any time.

You may add coverage for yourself (in the case where you lose coverage through your spouse) or for family members (in the case of a change in family or employment circumstances) if you apply within 60 days of the change and depending on the particularities involved.

To make changes, write to the Human Resources Department (EMSB). They will send you the appropriate form.

### **More Information**

A booklet giving a complete description of the terms and conditions of the plan is available from the MTA office.

To make a claim you may use one of the standard forms available in all dentists' offices, or download a form from the QPAT website. When filling out the form, indicate "97001" as your policy number and "070" as your division number. Your certificate number is your Employee Number. Send your form to:

**Industrial Alliance Insurance and Financial Services Inc.  
680 Sherbrooke Street West, #580  
Montreal QC H3A 2M7**

## HEALTH INSURANCE

### **Participation**

The teachers' group health insurance plan is compulsory for all teachers except those who are already similarly protected through their spouse's health insurance. The insurance carrier is the Industrial Alliance Insurance. It is also compulsory to cover family members if they are not already covered through one's spouse's insurance, because of Quebec's drug insurance law.

Those who have not joined the plan upon employment and wish to join later (if, for example, their spouse's insurance no longer covers them) and those who wish to increase their coverage from individual to family may be expected to show evidence of insurability for the new participants (medical attestations), depending on the circumstances and deadlines involved.

### **Coverage**

This insurance plan is designed to cover most medical costs that may be incurred which are not covered by the public medicare system, including medical costs incurred while travelling outside Quebec. It is usually advisable for a teacher to check with the union office or QPAT if he/she incurs **any** medical costs and does not know if such costs are covered by the plan. A complete description of the plan is available on QPAT's website, in the Documents section.

There is a deductible of \$25.00 per year for individual coverage and \$50.00 per year for family coverage.

### **Cost (for 2021)**

For those under age 65, the cost (9% tax included) of the plan is \$57.48 per pay (individual), \$81.13 per pay (with single parent), \$109.50 per pay (couple), or \$133.16 per pay (entire family).

For those aged 65 or over, who are covered for drugs by RAMQ rather than by our plan, the cost (9% tax included) of the plan is \$29.93 per pay (individual), \$53.58 per pay (with single parent), \$54.40 (couple) or \$78.05 (entire family).

Part-time teachers may choose to cover members of their family for drugs only, instead of for drugs and all the other things our plan covers. In that case the cost (9% tax included) of the plan is \$57.48 per pay (individual), \$67.68 per pay (with single parent), \$89.69 per pay (couple), or \$99.89 per pay (entire family).

### **Joining the Plan or Changing your Coverage**

It is possible to join the plan at any time, if you no longer have coverage by a spouse's plan, subject to the conditions mentioned under **Participation** above. You can also change your coverage by adding or subtracting members of your family. Please write to the EMSB Human Resources Department for the appropriate application form.

## LIFE INSURANCE

There is an **optional** group life insurance plan available to teachers. Deductions are made directly from paycheques by the employer, again by virtue of the collective agreement. The insurance carrier is the Industrial Alliance Insurance.

### **Cost (for 2021)**

The life insurance may be bought in units of \$25,000 to a maximum of 6 units. The cost of each unit is \$1.60 (9% tax included) per pay. It is term insurance, i.e., it expires upon retirement or resignation.

### **AD & D Insurance (Accidental Death and Dismemberment)**

Any teacher may also opt for even more life insurance (against **accidental** death only) at any time, with no proof of insurability required. It is relatively much cheaper than the above, because it insures against **accidental** death only. (There are also benefits in the case of loss of a limb, etc.) The cost is only \$0.23 (9% tax included) per pay per unit of \$25,000. A teacher may choose up to 14 units. A brochure is available. Many teachers opt for some units of the “regular” life insurance and some units of the cheaper AD & D insurance.

## PARENTAL RIGHTS

When considering the parental rights of teachers, it is useful to think of four separate categories:

- a) leaves for the mother only (preventive leave, leave due to pregnancy complications, leave for visits to the doctor, maternity leave);
- b) leaves for the father only (paternity leaves);
- c) adoption leave; and
- d) extended parental leaves.

The outline which follows describes the rights prescribed in our collective agreement. Where there are differences between rights and definitions prescribed in our collective agreement and those of the QPIP (Quebec Parental Insurance Plan), then it is those of the collective agreement that prevail, because the collective agreement guarantees all the rights of the QPIP and adds to them in the context of the particular situation of teachers.

a) Leaves for the Mother Only

i) Preventive Leave:

A female teacher is entitled to preventive leave when the workplace represents a danger to the pregnancy and no reassignment is possible. In the case of teachers, such a danger is considered to exist if the teacher has no immunity to the 5th disease or if there is a physical risk, such as the presence of students with certain behavioral problems. In the former case, a medical test ordered by the teacher's attending physician determines the risk. (The teacher goes on leave while awaiting the results.) In the latter case, the risk must be reported by the teacher to her attending physician, who will fill out the necessary CNESST form if he/she deems it advisable.

During a preventive leave, the teacher receives full salary for the first 5 days, and then 90% of net salary thereafter until the beginning of the 4th week preceding the week of the birth date, at which point the maternity leave is deemed to begin. As of July 1, 2018, teachers receiving CNESST benefits during a preventative leave receive these benefits directly from the CNESST.

ii) Leave due to Pregnancy Complications:

If there is a risk to the pregnancy because of a personal medical condition not related to the workplace, then the teacher may go on sick leave until the beginning of the 4th week preceding the week of the birth date. As with any other sick leave, the first 5 days are covered by the sick-leave bank of days at full salary, and 75% of salary is paid thereafter. The maternity leave is deemed to begin at the beginning of the 4th week preceding the week of the birth date.

iii) Leave for Visits to the Doctor:

The pregnant teacher is entitled to 4 days of special leave without loss of salary for visits to her doctor during the pregnancy. These leaves may be taken as full-days or half-days.

iv) Maternity Leave:

Under the collective agreement, a mother is entitled to 21 weeks of maternity leave. During these 21 weeks, the mother will receive her QPIP benefit and the School Board will "top up" the revenues to bring the total to approx. 88% of normal gross salary. (Since your pension plan is credited free during this period, the net salary is in fact equivalent to almost full salary.) If some of the 21 consecutive weeks happen to fall during the summer vacation period, then up to 4 of these weeks may be recuperated at the end of the 21 weeks, with the same "top up" (to approx. 88%).

v) In the event of miscarriage:

In the event of a miscarriage before the 20<sup>th</sup> week, a teacher is entitled to salary insurance for the period of absence prescribed by the doctor. If the miscarriage occurs after the 20<sup>th</sup> week, the teacher is entitled to maternity leave as described in section iv above.

b) Leaves for the Father Only

Paternity Leaves:

Under the collective agreement, the father is entitled to 5 days of paternity leave around the time of birth, paid for entirely by the School Board. The father is then also entitled to choose another 5 consecutive weeks of paternity leave from the School Board, during which time he may receive up to 5 weeks of paternity benefit from the QPIP, and with the same “top up” (approx. 88%) paid by the School Board as is paid for maternity leaves. This leave also applies to female teachers whose partner gives birth.

c) Adoption Leave

An adopting parent is entitled to paid adoption leaves which are the same as paternity leaves with pay. (See Leaves for the Father Only above).

An adopting parent may also take the same extensions of leave of absence as is the case following a maternity or paternity leave. (See Extended Parental Leaves below.)

d) Extended Parental Leaves

After a maternity leave, paternity leave or adoption leave, a teacher may begin a further leave of absence. Let's call these further leaves “extended” parental leaves. They are without salary from the School Board (though one or other or both of a parental pair may still be entitled to some continuing QPIP benefits). Under our collective agreement there are basically 5 “paths” for these extended leaves, which are adapted to the situation of teachers. Just prior to the end of a maternity, paternity or adoption leave, the School Board is entitled to know which path of extended leaves the teacher wishes to follow.

**Option a: Use of accumulated sick-days**

This option can be paired with any one of the other four options.

**Option b: Full-time leave without salary**

To the end of the current school year and for a maximum of two more school years.

**Option c: Full-time leave without salary for a maximum of 52 consecutive weeks**

The duration of the leave may vary from 1 to 52 weeks taken consecutively, but not beyond 70 weeks following the birth of the child.

**Option d: Leave without salary for part of the year over a period of not more than two years**

This option allows me to take leave for a given period (e.g., August to December, January to June).

**Option e:      Part-time leave without salary**

Part-time work (part of the week or part of the day) for a maximum of two full years. If my leave without salary begins during the course of the year, I have to wait until the following year to begin part-time work. In the interim, I have the choice of full-time leave without salary or working full time.

For options “b)”, “d)”, or “e)”, I may change my option, but only once, subject to certain conditions. The request must be made prior to the preceding June 1st; the change must occur at the beginning of the school year and cannot result in extending the original duration of my leave.

These leaves are explained in greater detail in the document entitled “My Parental Rights and QPIP”, found in the “Publications” section on the QPAT website ([www.qpat-apeq.qc.ca](http://www.qpat-apeq.qc.ca)).

## PROFESSIONAL IMPROVEMENT SYSTEM

By virtue of the Provincial Entente (Chapter 7), the Provincial Government allots a sum of money to the school boards for the professional improvement of teachers. These monies are managed by a parity committee (Professional Improvement Committee – PIC) established in the Local Collective Agreement, composed of five MTA members and five EMSB members. The chair alternates from year to year, shifting the majority vote from one side to the other. The PIC normally meets every third Wednesday of the month during the school year, on fixed dates announced in September, to determinate how these monies are to be spent. Please check the PIC booklet for dates.

Grants may be given for credit courses, non-credit courses, collective projects, community projects, conferences, seminars, conventions, workshops, pedagogical study sessions, etc.

The bilingual PIC booklet is an essential tool for teachers wishing to make maximum use of these funds. The PIC booklet gives clear instructions about **how and when to apply for what** and contains application forms. The booklet is available on both the MTA website under the “Documents” section and on the EMSB portal in the Human Resources folder.

Eligibility for all funds:	all <u>active</u> full-time or part-time EMSB teachers under contract, including teachers on deferred salary sabbatical leave, or any hourly paid adult education/vocational training teacher who has an assignment of 150 hours per semester.
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Eligibility for funds for credit courses:	teachers on maternity leave of absence but only during a year that includes all or part of the paid portion of their leave;
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teachers on leave of absence without salary for purposes of full-time study.
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### Remember:

- A teacher does not need to ask the principal for "permission" to apply to the PIC! They do however need to get their principal's signature for absence purposes only. In the case where a principal refuses to grant the leave, a reason must be given and the form needs to be sent to the PIC all the same. The Committee will review all refused absence requests.
- Applications are often granted on a first-come, first-served basis, so we encourage you to apply early.
- Be sure that applications are sent out in plenty of time. The Board mail has been known to be very slow, so you can fax your application to the Educational Services Department at 514 483-7229 or via email to Cynthia Garofalo-Gysin [cgarofalo-gysin@emsb.qc.ca](mailto:cgarofalo-gysin@emsb.qc.ca).
- PIC will only reimburse funds that have been approved by the committee beforehand.
- Teachers who have been approved for a workshop must contact the PIC secretary if there is any change in their status at the time it is supposed to take place. Examples of this are a teacher who becomes ill and is on salary insurance, or a teacher who is on CNESST. They become ineligible to receive funding at that point, and are not able to attend the workshop.
- Teachers with particular problems or questions should call the MTA.



## FINANCIAL ASSISTANCE

There are two sources of financial assistance available to MTA teachers. A brief description follows:

(1) **MTA Contingency Fund**

The MTA Contingency Fund is one source of financial assistance. The Contingency Fund provides money either as a loan, or if circumstances warrant, as a direct grant to the teacher in distress. The following guidelines have been approved at an Annual General Meeting of the MTA:

- (a) That the Contingency Fund be employed for the following purposes:
  - (i) to aid members in particularly distressing financial circumstances as a result of following the policies of the Association;
  - (ii) to aid a teacher who has suffered a loss of salary as a result of a dispute with the School Board which is the subject of an ongoing arbitration under the auspices of the Association;
  - (iii) to aid any representative or delegate of MTA who, by reason of his/her service to the Association, loses recourse to financial aid from some other source;
  - (iv) to take legal action on behalf of an MTA member in a criminal or civil case related to the performance of teaching duties, where other union or School Board sources of revenue do not apply, and where there is a perceived union interest;
  - (v) to provide interest-free emergency loans to MEPAF members and MEPAF alumni using the same guidelines and criteria used by the MEPAF Board of Directors, with the total amount used never to exceed the amount of assets transferred to the MTA Contingency Fund from the MEPAF.
- (b) That these general guidelines for the use of the Contingency Fund be determined as the situation warrants, by the Executive.
- (c) That the Contingency Fund Application Committee shall consist of the President, the Treasurer, and one other member of the Executive named by the Executive.
- (d) That this resolution replace all others pertaining to the Contingency Fund therefore passed by the General Meeting.

Application inquiries for funds for sections i, iii, iv and v should be sent to [mta@mta-aeem.com](mailto:mta@mta-aeem.com).

(2) **Strathcona Desjardins Credit Union**

The Strathcona Desjardins Credit Union also provides loans to teachers, but they are **not** interest-free.

The Credit Union provides another service to its members in that, if teachers wish to make savings, they can arrange an automatic salary check-off which will be deposited directly into a savings account at the Credit Union. Membership in the Credit Union costs \$5.00.

For further information, contact the Credit Union at:

**Strathcona Desjardins Credit Union**

17035 Brunswick Boulevard, Suite 3

Kirkland, QC H9H 5G6

Head office: 514 426-5111 or

Toll Free: 1-877-442-3382

Fax: 514 937-9073

## FREQUENTLY CALLED NUMBERS

### MONTREAL TEACHERS ASSOCIATION (MTA)

4260 Girouard Avenue #200  
Montreal, Quebec H4A 3C9

**514 487-4580**

Fax: 514 487-1678  
E-mail: [mta@mta-aeem.com](mailto:mta@mta-aeem.com)  
**[www.mta-aeem.com](http://www.mta-aeem.com)**  
[facebook.com/MTAAEEM](https://facebook.com/MTAAEEM)

### THE QUEBEC PROVINCIAL ASSOCIATION OF TEACHERS (QPAT)

17035 Brunswick Boulevard  
Kirkland, Quebec H9H 5G6

**514 694-9777**

or **1 800 361-9870**

Fax: 514 694-0189  
E-mail: [info@qpat-apeq.qc.ca](mailto:info@qpat-apeq.qc.ca)  
**[www.qpat-apeq.qc.ca](http://www.qpat-apeq.qc.ca)**

## OTHER IMPORTANT NUMBERS

- |   |                                 |   |
|---|---------------------------------|---|
| ♦ <b>STRATHCONA Desjardins<br/>Credit Union</b>       | Head Office<br>Toll Free<br>Fax | 514 426-5111<br>1-877-442-3382<br>514 937-9073  |
| ♦ <b>Employee and Family<br/>Assistance Programme</b> | Morneau Shepell                 | 1 877 257 5557 (eng.)<br><a href="http://workhealthlife.com">workhealthlife.com</a><br>1 800 361-2433 (fr.)<br><a href="http://travailsantevie.com">travailsantevie.com</a> |
| ♦ <b>English Montreal School Board</b>                |                                 | 514 483-7200  |
| ♦ <b>Retraite Québec/CARRA</b>                        |                                 | 1 800 463-5533  |

## INSURANCE COMPANIES

### HEALTH, LIFE, DENTAL, AD & D:

**PLAN / POLICY NO.: 97001**

**DIVISION / ACCOUNT NO.: 070**

Industrial-Alliance  
680 Sherbrooke West #580  
Montreal, QC H3A 2M7

### CAR/HOME:

The Personal

**1-888-476-8737**

[thepersonal.com/qpat](http://thepersonal.com/qpat)

- ♦ Claims: **514 499-3800**
- ♦ Administration: **514 499-3800**