

Montreal Teachers Association



**REPRESENTATIVES HANDBOOK
2021-2022**

MTA REPRESENTATIVES HANDBOOK

Congratulations on being an MTA Representative in your school. In order to assist you in your role, we have prepared the **MTA Representatives Handbook**, which covers many of the topics you will probably deal with during the course of a school year.

The topics covered in this handbook are listed in the table of contents and there is also an alphabetical index of topics in the contract, which should make it easier to look things up.

We hope that the handbook will prove useful, but it isn't meant to be the answer to every question, so remember that you can call us for any information 514 487-4580. Thanks.

LORI NEWTON
PRESIDENT

PETER SUTHERLAND
EXECUTIVE ASSISTANT

NADIA GRECO
EXECUTIVE ASSISTANT

TABLE OF CONTENTS

<u>TITLE</u>	<u>PAGE</u>
The MTA who's who _____	1
The MTA Representative _____	3
Classification according to years of schooling _____	7
Consultation, aka committees	
A. School Council _____	8
B. Allocation of resources committee (ARC) _____	11
C. MTA-EMSB parity committees _____	12
Extra-Curricular activities (ECA) compensation _____	14
Emergency substitution _____	17
Financial assistance _____	18
Grievance procedures _____	20
Insurance	
Dental _____	21
Health _____	23
Life _____	24
Leave of absence (including deferred salary sabbatical leaves)	
Full time leave _____	25
Part-time leave/job-sharing _____	26
Deferred salary sabbatical plans _____	27
General questions _____	28
Parental rights _____	29
Paycheque explanation _____	32
Pension plan _____	34
Priority of employment lists (recall lists) (youth, voc., adult ed.) _____	35
Professional days (including calendars) _____	37
Professional improvement system _____	42
Salary scale and payment schedule _____	43
Sick leave, salary insurance, long-term disability insurance _____	45
Special leave _____	47
Staffing, transferring, closing schools, hiring, list of categories, work situations for regular teachers _____	49
Teacher evaluation _____	55
Teachers working conditions	
a. Global workload _____	56
b. Presence _____	57
c. Class sizes _____	61
d. Group meetings, meetings with parents _____	64
e. Deduction due to illness _____	64
Tenure, seniority, and years of experience _____	65
Work-related injuries/CNESST _____	67
Constitution _____	68
Frequently called numbers _____	93

MTA'S WHO'S WHO

EXECUTIVE MEMBERS

Lori Newton
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

Anita Sacco
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

Lori Newton
President

Nadia Greco
Executive Assistant

Peter Sutherland
Executive Assistant

Valentina De Castris
Administrative Assistant

Sandra Rivest
Administrative Assistant/Translator

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.

Lori is responsible for the political life of the union, and she 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, she is the Chief Negotiator for the MTA.

Peter 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. **Peter'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 Representatives and School Council Chairpersons should not hesitate to call us for advice or support. We need your input to help us do our jobs!

THE MTA REPRESENTATIVE

Congratulations! You are an MTA Representative, or MTA Rep as we usually refer to you. That means you have the job of representing the interests of your staff at the MTA Reps Assembly and to the MTA Office when appropriate. Between meetings of the Reps Assembly, please communicate any concerns to the MTA Executive and Staff.

You also have another job, which is to make sure that you keep your staff informed about MTA issues that are under discussion, and to consult them before voting on motions at the MTA Reps Assembly.

We want to help you in your job as MTA Rep, and we hope that this Reps Handbook will serve you well. Hopefully, you have been **elected** by your staff, and are also serving as a member of School Council and Governing Board.

In your role as MTA Rep, you are fulfilling the most important job in the MTA. If you do the job well, you are able to ensure that the MTA works for you and your staff.

In this explanation, we will cover the topics of your duties, your rights, and finally, how the election of MTA Reps is supposed to be carried out.

WHAT ARE YOU EXPECTED TO DO AS AN MTA REP?

Your basic functions and duties as a Rep are as follows:

- 1) to keep the MTA members in the school informed about MTA business, and to keep the MTA informed about syndical issues which may arise in the school;
- 2) to call in-school MTA meetings to pass on information obtained at MTA Reps Assemblies and from MTA mailings, and to hold votes on motions which will be discussed at upcoming Reps Assemblies;
- 3) to call in-school MTA meetings to consult the staff regarding up-coming school council and governing board issues;
- 4) to attend Representatives Assemblies to receive the latest information and to vote on motions according to mandates obtained at in-school MTA meetings;
- 5) to supervise the efficient carrying out of MTA elections and referenda in your school/centre;
- 6) to watch out for possible contract violations, and to inform someone at the MTA Office about collective agreement concerns or questions;
- 7) to serve on the school council and the governing board of your school;
- 8) to keep an up-to date list of email addresses of the teachers in your school/centre in order to forward to them information from MTA mailings **and/or** to print one copy of each document in a mailing and post it on the MTA bulletin board in your school/centre.

HERE IS A MORE DETAILED PICTURE OF WHAT YOU CAN EXPECT:

MAILINGS

- ☞ The MTA Office sends out about twenty to twenty-five mailings every year. **Many mailings are sent by email to you the rep**, and you must forward the information to each of the teachers in your school and/or post a copy of each mailing on the MTA bulletin board. Often, we will send email notices to all members. For mailed or faxed documents, the principal/centre director must forward to the Rep, immediately upon receipt, any information, documents, or communication originating from the MTA.
- ☞ The Local Agreement provides for an MTA Bulletin Board that is **separate** from the School Board's bulletin board. **Only** MTA and QPAT notices should be posted on this bulletin board.
- ☞ As new notices need to be posted, remove the old ones. It's a good idea to keep the notices on file in case you need to refer back to them during the year. **Please try to keep your bulletin board as up to date as possible.** That way, there is more of a chance that people will make a habit of looking at the board periodically.

IN-SCHOOL MTA MEETINGS

It's your job to hold and chair in-school MTA meetings. These meetings can be to present information you have received in our mailings, to deal with any other syndical business or educational matter that has arisen in the school, and to allow debate and then hold votes on motions which will be discussed at upcoming Reps Assemblies.

It is also important to consult your staff on upcoming school council or governing board issues. The contract guarantees you the right to have a room in which to hold these MTA meetings providing the meetings are not during teaching time. Often, Reps prefer to use the staffroom, but you are entitled to the use of other rooms in the school if you so wish.

Keep in mind that wherever possible you should give reasonable notice of upcoming MTA meetings to members of your staff. There are three kinds of meetings you may be expected to run, as follows:

Pre-Reps Assembly MTA Meetings

- ☞ Present and discuss documents from MTA that contain information on topics such as negotiations, insurance plans, pension changes, curriculum issues, etc.
- ☞ Present and discuss motions from other schools, the Executive, or an MTA committee with your staff so that you can represent your staff properly at the Reps Assembly.
- ☞ Take note of further clarifications you may need on a topic and call us for assistance. One of the advantages of looking over the materials we send you **before** a meeting is that you may be able to call and ask questions about something you are not clear on, and then you can be an expert by the time you hold your MTA meeting.
- ☞ If your staff wants to submit new ideas in the form of a motion, make sure that the motion has the support of the majority of MTA members at your in-school meeting, and then call us with the text of your motion for circulation to other schools. Normally, at least one week's notice is given of any motions to be debated so that consultation at the school level can take place.

Post-Reps Assembly MTA Meeting

- ☞ Discuss new documents and any other information received at the Reps Assembly.
- ☞ Note the questions you can't answer and **call the office** for an explanation.

Pre-Council and Pre-Governing Board Meetings

We know that schools use different methods for consulting with staff members before each meeting of the school council and/or governing board. Our recommendation is that the best way to make sure that your school council is properly representing the staff's interests is to hold an in-school MTA meeting, specifically to discuss the major issues coming up on the agenda of school council or governing board meetings.

REPRESENTATIVES ASSEMBLY

The Reps Assembly is held at least eight times a year. Additional special meetings may be called according to the provisions of the MTA Constitution. The MTA General Chairperson chairs these assemblies and parliamentary procedure is followed.

Function	The purpose of the Reps Assembly is to pass on new information, clarify notices that have already been sent to the schools, present Executive and Professional Staff reports, and to present motions from the Executive, individual schools or from an MTA Committee. The Reps Assembly may also appoint committees as needed to further the objectives of the MTA.
Who attends?	Normally, only the elected MTA Reps (or their substitutes) attend Reps Assemblies. Only MTA Reps or their substitutes can move motions and vote.
Reimbursements	If Reps (or their delegated substitutes) do not have a car, you may take a taxi to and from any in-person Reps Assembly and be reimbursed at the meeting upon presentation of a receipt. You may also claim for baby-sitting expenses incurred during any in-person Reps Assembly upon presentation of a receipt. Receipts mailed to the MTA office will be reimbursed by cheque. These reimbursements do not include General Meetings.
Car Allowance	An Attendance Sheet is available that must be signed by every Rep (or substitute) attending an in-person meeting. In addition, please sign the Car Allowance Sheet if you drove to any in-person meeting. The car allowance is paid at the end of the school year.
Documentation	Documentation is usually distributed prior to the Reps Assembly.
Agenda	<p>The agenda for every Reps Assembly is sent to schools before each meeting. Agenda Guidelines will be distributed before the start of every Reps Assembly. The guidelines explain what is on the Reps Assembly Agenda, and space is provided on the guideline sheets for you to note results of votes, amendments to motions, etc., in order to report back to your staff.</p> <p>According to procedures adopted at the September 2001 Reps Assembly, to add an item to the agenda, notice must be given to the MTA Office no later than the work day prior to the actual meeting. The only exception to this rule is when the Reps Assembly by majority vote decides that an emergency has arisen within the last 24 hours that could not have been foreseen. In adding an item to the agenda, there must be sufficient information given as to what the concern is to permit the Executive and Staff to be prepared for the item. If the information is not clear, the item will not be added.</p>
Duration of meetings	Regular Reps Assemblies will adjourn no later than 6:00 pm, unless those at the Reps Assembly vote to give an extension, in which case the meeting may continue until no later than 6:30 pm. Special Reps Assembly Dinner Meetings can be called which break for dinner at 6:00 pm, or 6:30 pm, by extension with the agreement of the Reps Assembly. These meetings can resume business after dinner, but will nevertheless adjourn no later than 8:30 pm.

Other Functions of the MTA Representative

School Council According to the MTA Constitution [Article 10.1 (a)] the Senior MTA Rep in each school **must** be elected to the School Council. In effect, by becoming the Senior MTA Rep, you should automatically be a member of your School Council. Such representation ensures the application of the Collective Agreement at the school level to the teachers' best advantage.

Governing Board According to MTA Policy, it is recommended that the MTA Rep serve on the school's governing board. It is understood that this may not always happen, but it is clearly advisable.

Membership The MTA Rep(s) supplies the MTA with up-to-date membership lists and any changes occurring during the year.

Grievance Any teacher summoned for reasons of discipline is entitled to be accompanied by the MTA Rep (or official substitute). Whenever possible teachers in disagreement with their administration should avoid meeting alone with the administration.

Your role as MTA Rep is to be a witness, not a lawyer for the teacher involved. If you agree with the administration, please do not state this publicly. (If you are in doubt about what to do, please call us at the office before you go to the meeting). And if by any chance you are the teacher being disciplined, ask for a teacher-witness to accompany you to the meeting, or call the MTA Office for our assistance. The teacher being disciplined has the right to answer the disciplinary letter. The teacher should consult the MTA after they have been disciplined, for help with the preparation of an appropriate response.

How are MTA Reps elected?

The election of your MTA Rep(s) should take place on an annual basis, at an MTA meeting called specifically for this purpose at the beginning of the school year, and should be a secret ballot vote. Normally, the MTA Rep from the previous school year convenes the meeting, and asks for nominations to the position(s). If they are interested in continuing, they should ask someone else to run the meeting so that the procedures are clearly impartial. It may happen that only one person in the school is interested in the position of MTA Rep, in which case the MTA Rep is elected by acclamation.

According to the MTA constitution, MTA Reps are elected each year on the following basis:

- | | | | |
|-----|--------------------------------|---|--------|
| (a) | schools with 1-30 MTA members | – | 1 Rep |
| (b) | schools with 31-50 MTA members | – | 2 Reps |
| (c) | schools with 51-70 MTA members | – | 3 Reps |
| (d) | schools with 71-90 MTA members | – | 4 Reps |

One final note:

One of the most difficult tasks you may face is that of ensuring that MTA policies are carried out in your school, particularly if your school did not originally support the policy. It is only by standing together that we remain strong, and we must all abide by the will of the majority.

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.

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 their 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 their 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 their 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.

CONSULTATION, AKA COMMITTEES

A Power Point presentation about School Council can be found on the MTA website under the Documents section.

A. School Council: The Teachers' Voice

1. Introduction

Participation at the School Council level is your best **contractual** opportunity to be involved in the formation, modification and implementation of educational policies as well as to develop a **dialogue** with the school administration. By making effective use of School Council, we can exert influence on the educational process and be instrumental in advocating changes to improve the quality of education.

We have noticed that there are a few schools that have decided to not have a school council. We would urge you to think about the importance of "helping" your school administration by giving the benefit of your good advice via the School Council, your only legal way to have input into how your school is run.

And keep in mind that you should elect people who **want** to serve and who will undertake to **represent** the views of the staff.

2. Composition

- The Council must be elected (by secret ballot) no later than 30 September.
- The Council must meet at least once a month between September and June inclusive.
- The Council can be dissolved during the year by a majority vote of the teaching staff.
- Teacher members on the School Council shall not be greater than 8, nor fewer than 3.
- The principal is by right a voting member. If they cannot attend, they may, on occasion, be represented by a vice-principal.
- If there is a vice-principal at the school, they sits on school council as a non-voting member.

Note: The MTA Constitution specifies that the Senior MTA Rep should automatically be a member of School Council. Be sure to count him/her as one of the 8 teacher members of Council.

3. What can the Council discuss?

The School Council has a fairly wide mandate to discuss issues of concern in a school. For a full understanding of the responsibilities of a school council, please read Chapter 4 of the Local Agreement and, in particular, **Clauses 4-2.07 to 4-2.13**. Pay special attention to Clause 4-2.07 (program designed to recognize **value-added** and to assist in the assignment, recruitment and retention of teachers). More details about this program can be found in Appendix XXVI of the Entente.

- The Council **must** be consulted on in-school application of decisions of a pedagogical or disciplinary nature emanating from the Board, the Comité de Gestion de la Taxe Scolaire, the Ministry of Education, etc.
- The Council **must** be consulted **prior** to any decision made by the principal that would establish or modify the pedagogical or disciplinary organization of the school.
- The Council must be consulted on particular issues, e.g.
 - educational objectives
 - student activities
 - professional days
 - distribution of duties and responsibilities of teachers in the school.
 - the school organization plan
- Any teacher can place an item on the agenda of a Council meeting.
- For items which the principal is obliged to consult Council about, **five (5) days' notice** of such items on the agenda **must** be given to the Council Chairperson by the principal.
- This 5-day notice must be observed by teachers also.

- The Council is entitled to receive a full and detailed disclosure of in-school **budgets**, purchasing procedures, etc. (See Clause 4-2.13, page 10 of the Local Agreement, for full details.)
- One major source of dissatisfaction in schools is programming.
- Programming considerations sometimes lead to teachers being asked to teach odd subjects to fill out their timetable. Please read 5-21.04 of the Provincial Entente. Even if this clause has been respected, Council can verify whether or not a more reasonable allocation could be made. Some administrations "collapse" an entire department and distribute the classes among other teachers.

Council can establish general policy recommendations in favour of maintaining a core of qualified, experienced teachers in each subject and insist on sending its motions, if necessary, to the Regional Director, the Director of Educational Services, the Director of Human Resources, and the MTA. Council should avoid becoming involved in personnel management decisions but 4-2.09 (a), (b), and (c) (Local Agreement) should at least allow you to ensure that sufficient qualified, experienced teachers are retained for the various groups forecast each year.

It is vital that Council's general policy recommendations have the support of a clear majority of the staff to avoid creating cliques and dissension.

4. What is the difference between a School Council Meeting and a Staff Meeting?

The School Council is a decision-making body of the school. A staff meeting is for information only. Decisions that affect the school should never be made at a staff meeting, but should be made at a Council meeting.

Remember: School Council meetings are run by a teacher who is acting as Chairperson, but a staff meeting is run by the principal. If the principal raises an item in a staff meeting which requires decision-making, members of staff should remind the principal that the item is Council business, and not staff meeting business.

5. Operation

- At the first meeting, the Council elects a chairperson and a secretary.
- The Council adopts its own rules of internal procedure.
- In order to reach a decision, a majority of the members **present** and **voting** is necessary.
- Any member of School Council may invite any "resource person" to speak to the item under consideration. The chairperson has only to **inform** the principal that such a person is coming to the meeting. The principal must follow the same procedure if they wish to invite someone also. For example, somebody from the MTA Office could serve as a resource-person on a topic, if you feel you need assistance.
- Within five (5) workdays of each Council meeting, the chairperson must inform the staff of the Council's resolutions (i.e., distribute the unofficial minutes) and **upon request**, report to the staff on its deliberations. **Please note that sometimes we hear from teachers who take the minutes, but who are unable to distribute them within the normal time allocation, that the reason the minutes are delayed is BECAUSE THE PRINCIPAL HASN'T APPROVED THEM YET!** In actual fact, the principal is like any other member of council, and doesn't have the right to edit or pre-approve the School Council minutes. They should be voting on them at the actual School Council meeting, as everyone else does.

6. The Role of the Principal on School Council

The principal is a member of council like any other, and as such has the right to vote on any motions proposed at a meeting of the School Council. When an item is raised for discussion and a motion is presented, council members may speak for or against the motion. Just because the principal may **speak** against the motion does **not** mean the motion is lost.

The principal does have an additional responsibility since they are responsible for putting certain items on the agenda in the first place. In addition, the principal must receive the recommendations of the council, each time a vote is taken, and the motion is carried by a simple majority of those present and voting.

Should the principal **not** carry out the Council's recommendation before the next meeting, the subject is placed on the agenda under matters arising from the minutes and they must explain why it hasn't been done either orally or in writing.

If the Council is not satisfied with the reasons given by the principal for not carrying out the recommendation, the Council can **adopt a motion** to write to the appropriate Regional Director (**with copy to the MTA**) outlining the problem and the Council's dissatisfaction with the situation. The Council can also decide to invite the Regional Director and someone from the MTA office to a meeting to discuss it further to see if a more satisfactory arrangement can be achieved.

Again, the principal may speak against writing such a letter, but as long as such a motion is duly moved and carried, it is the responsibility of the Chairperson (or Secretary) to deal with the correspondence.

The principal **cannot stop** the Council from writing a letter. Moreover, it is the responsibility of the Regional Director to answer the Council Chairperson **directly** in writing.

Incidentally, copies of **all** correspondence written by the Council should be sent to the MTA office to enable us to support Council requests and to help detect common problems and concerns in our schools. It is also useful to send copies to your Governing Board.

7. The duties of the Chairperson:

- (a) to prepare and post the agenda
- (b) to call the meeting to order
- (c) to announce the business of the meeting, according to the agenda
- (d) to recognize members entitled to speak
- (e) to handle the motions
- (f) to ensure at the beginning of each year that the Council establishes its rules of internal procedures, e.g., whether the chairperson votes or not.

8. Feedback

Reliable feedback helps a Council to be truly representative and is one of the best weapons a Council can have. Any recommendation made by Council without staff support is useless and some principals thrive on the resulting conflict.

In some schools a **cell** system has been set up. That is, each teacher member is responsible for 5 or 6 staff members to poll their opinions on items that require feedback extremely quickly. A short **caucus or "pre-council"** of teacher Council members before the scheduled meeting is also extremely helpful in order to synthesize and correlate feedback.

Always bring your copy of the Provincial Entente and the Local Agreement to every Council meeting for fast reference.

9. A Typical Agenda

1. Call to order
2. Additions to and approval of the agenda.
3. Approval of the minutes of the meeting of November 5, 2021.
4. Matters arising from the previous minutes (including correspondence received)
 - (a) Placement of professional days
 - (b) Request for additional teacher
 - (c)
5. New Business
 - (a) Budgets
 - (b) Emergency substitution system
 - (c)
6. Additions to the agenda
 - (a)
 - (b)
7. Date of next meeting
8. Adjournment

10. Minutes

Minutes should accurately record the decisions made by the Council. To this end, they should contain the following information:

1. The name of the group.
2. The date and place and time of the meeting.
3. The names of the members present, including arrival time of latecomers.
4. Any changes in the minutes of the previous meeting, and the subsequent approval of the minutes.
5. All the main motions (not those which were withdrawn).
6. Results of votes taken on each motion.
7. The hour of adjournment.
8. The signature of the secretary.

It is not necessary or advisable to keep verbatim minutes of the debate. A written record of all Council motions however is essential to avoid confusion later.

B. Allocation of Resources Committee (ARC)

You can find information about the Allocation of Resources Committee under article 4-3.00 of the Local Agreement.

The composition of the committee resembles the school council as described above, but differs in that a vice-principal of the school may also serve as a voting member of ARC, in addition to the principal.

The purpose of ARC is to:

- a) identify the specialized and financial resources needed to handle the special needs students for the following school year
- b) distribute the special resources allocated to the school, to define access to services, including provisional help for students not yet coded
- c) to assess the effectiveness of the access to services
- d) to report to the MTA/EMSB Special Education Committee (SEC)

COMPENSATION FOR SCHOOL COUNCIL, GOVERNING BOARD, AND ARC MEMBERS

In a Letter of Agreement (p.67 of the MTA/EMSB Local Agreement), the EMSB has agreed that each teacher who serves on School Council, the Governing Board, or ARC, is entitled to one day off after June 24th. This is 1 day off, even if you serve on all 3 committees, and is **in addition to any other days off you may have earned by doing extra-curricular activities.**

C. MTA-EMSB Parity Committees

There are 3 formal parity committees established in the local agreement for consultation between the Board and the Union on various topics. The formal consultative process is done on a parity basis - an equal number of members from Board and Union. One year the Chairperson of a committee is from the Union and the Secretary from the Board, and the following year this is reversed.

(1) **Educational Policies Committee (EPC)** (4-5.00 Local Agreement)

This committee now has 14 members and meets once a month from September to June to discuss matters of educational policy. The EMSB and MTA have agreed to set up two permanent subcommittees – one for issues related to the Adult Education Sector and one for issues related to the Vocational Training Sector. Each subcommittee has 10 members (5 MTA, 5 EMSB). Their mandates and functioning mirror the functioning of the EPC itself.

The following list gives an idea of the purpose of the committee: (extract from the Local Agreement /clause 4-5.05 pages 14 and 15)

The Educational Policies Committee must be consulted on the following subjects: before voting on a resolution on the following matters:

- (a) *new teaching methods and how to implement them.*
- (b) *allocation of resources for the training of teachers in these new methods.*
- (c) *the evaluation and examination of pupils in their studies.*
- (d) *introduction of new courses.*
- (e) *selection of instructional materials and textbooks as well as the terms and conditions of their implementation.*
- (f) *educational research and experimentation.*
- (g) *the introduction of new pedagogical services to the School Board and the evaluation of such services.*
- (h) *the use of computers in teaching as such, as well as in the fulfillment of the general duties of a teacher.*
- (i) *changes in the report cards.*
- (j) *the timetable.*
- (k) *educational services in economically disadvantaged areas.*
- (l) *the organization and evaluation for internal purposes of all Regional and Board-wide professional days.*
- (m) *Any recommendation of the EPC sub-committees (Adult Education and Vocational Training)*

There are **two** sub-committees of EPC;

- i) EPC Adult education sub-committee
Makes policy recommendations to the EPC specific to the adult education sector.
- ii) EPC Vocational education sub-committee
Makes policy recommendations to the EPC specific to the vocational education sector.

(2) Professional Improvement Committee (PIC) (4-6.00 Local Agreement)

This committee has 10 members and is responsible for the distribution of the money allocated in the Provincial Entente for professional improvement.

Elsewhere in this handbook, there is a section on professional improvement. More details on the functioning of this committee will be found there. The PIC has established a sub-committee to look at the issues of new teachers and mentorship, and given it part of the PIC budget to work with. This sub-committee has called itself SORT, standing for **S**upport **O**ur **R**ookie **T**eachers.

(3) Special Education Committee (SEC) (4-7.00 Local Agreement)

This committee has 10 members, and its mandate is as follows: [extract from the Local Agreement, clause 4-7.01]

- a) to give its view on the policy on the organization of educational services for students with handicaps, social maladjustments or learning disabilities and to make recommendations concerning the implementation of the policy and the methods for integrating students into regular groups as well as the support services required for the students' integration;
- b) to give its view on the services to be offered at the board level;
- c) to verify all the resources available under clause 8-9.01;
- d) to determine the criteria for the allocation of resources to schools according to the policy in effect at the board;
- e) to analyze requests from schools in relation to the allocation criteria established;
- f) based on the total available resources available under Clause 8-9.01, to recommend to the board;
 - i) the allocation of resources among the schools;
 - ii) the portion of resources to be allocated as compensation due as a result of the weighting prescribed in clause 8-9.07;
 - iii) the reserve to be maintained for additional services that will be determined during the following year under clause 8-9.05;
- g) to receive and study the reports prepared under sub clause e) of clause 8-9.03 and to make the recommendation it deems appropriate.

EXTRA-CURRICULAR ACTIVITIES (ECA) COMPENSATION

The Board policy allowing for compensation for teachers who organize extra-curricular activities is in effect again during this contract. In addition, provisions in the Provincial Entente allow for teachers to be financially compensated for having carried out these activities (referred to as "Value Added").

The policy is reasonably straightforward and an extract of it follows below.

The main points to watch out for are these:

- (1) The school administration should consult School Council re the list of approved activities for the following school year, and circulate it to staff.
- (2) **During the first month of school**, the school administration must circulate the list again, asking for any additions teachers wish to submit.

(A basic list is included in the extract and these activities are already "approved".)

- (3) The compensation, which can be up to 3 days for 60 hours and over of ECA, **can be taken at any time during the school year but there can be no substitution costs incurred for these days.** The actual days taken must be agreed to between the teacher and the principal. **The policy does not state that compensation has to be taken during the last professional days in June.**
- (4) It is advisable for teachers to keep a written record of the dates and times of their ECA activities so that there is no dispute when requesting compensation.
- (5) You may also be able to make a claim for monetary compensation at the end of the year, under the title of Value Added. This comes from an appendix in the Provincial Entente, and credits are given to different categories of activities, as follows:

- a) Activities that are normally held at a frequency of once a week throughout the entire school year shall count as 30 credits – examples: stamp club, photography club, tutoring, mentoring.

➤ ***When credits are requested for tutoring, they cannot be claimed for remediation that would be included as part of a teacher's workload.***

- b) Activities that are normally held at a frequency greater than once a week for part of the school year (**approximately** 30 sessions) shall count as 30 credits – examples: track and field team, badminton team, drama club, choral group.

➤ ***When credits are requested for participation in multiple teams, groups or clubs, scheduled at different times, schools must provide this information and ensure that the groups are identified.***

➤ ***When teachers participate in more than one team, club or group, and the activities for the teams are held at the same times (i.e. practices), credits must be based on the duration of time spent up to a maximum 60 credits.***

➤ ***Teachers can only claim credits for participation with a specifically identified team, club or group under one of the value-added clauses (a, b, c, d, e, f or g) up to a maximum 60 credits. For example, separate credits cannot be granted for an overnight trip to a coach or assistant coach accompanying the team they coach.***

c) Activities that are normally held at a frequency greater than once a week throughout the entire school year shall count as 60 credits – examples: judo club, gymnastics club, swimming club.

➤ ***When teachers participate in more than one such activity, and the activities are held at the same times, credits must be based on the duration of time spent up to a maximum 60 credits.***

d) Major activities including, among others, a school band, senior football team, senior basketball team, annual revue that are held frequently for part of the school year (approximately 60 sessions) shall count as **60 credits for the person in charge** (head coach, band leader, etc.). These activities shall count as **45 credits for regular assistants**.

➤ ***There can only be one person in charge claiming 60 credits for this activity.***

e) Supervision of an intramural program shall count as one credit per session provided that each session lasts **at least 30 minutes** – examples: afternoon skating, school choir. **A maximum of 60 credits** may be granted per teacher for any one activity.

➤ ***Max 1 credit per session 30 minutes +. When credits are earned for participation in multiple grade levels scheduled at different times, relevant details must be provided.***

➤ ***When teachers participate in more than one such activity, and the activities are held at the same times (i.e. junior and senior school choir), credits must be based on the duration of time spent up to a maximum 60 credits.***

f) Other extracurricular activities shall be recognized at the rate of one credit per session provided that each session lasts at least 30 minutes. A maximum of 60 credits may be granted per teacher for any one activity.

➤ ***Max 1 credit per session of 30 minutes +. The activities performed by teachers must include the participation of students.***

➤ ***The teacher in charge of the planning for a major trip (fundraising, meetings with students, etc.).***

g) As regards the maximums prescribed in subparagraph d), teachers accompanying students on overnight educational outings, which are approved by the board according to its policies, shall obtain 10 credits per night, **up to 30 credits per year**.

➤ ***Max 30 credits per year per teacher regardless of number of trips per year that teachers take with students.***

(6) The compensation is based on adding up all the credits claimed by teachers, and by dividing the total amount of money allocated to the EMSB by the MEES. The value of a credit is generally around \$10.

Extract from School Board Policies: (Local Agreement)

"In conformity with Clause 8-7.02 (d) of the Entente, the participation of a teacher in extra-curricular activities shall be voluntary and shall not be included in their workload as defined in Clause 8-7.02 of the Entente.

However, to encourage the participation of teachers in such activities, the School Board shall compensate teachers who participate in such approved activities by granting them days off to a maximum of three (3) working days.

The number of days of compensation to which a teacher is entitled shall be calculated as follows:

20 - 39 hours	-	1 day
40 - 59 hours	-	2 days
60 hours and over	-	3 days

After consultation with the School Council the school administration shall compile a list of extra-curricular activities for the current school year. These activities will include, among others, the following:

Art Club	Graduation Committee
Athletics	Jr. Achievement Club
Audio-Visual Animator	Outdoor Education
Band	Photography Club
Chess Club	Reading Club
Choir	Robotics
Cooking Club	School Newspaper
Current Events Club	School Plans
Debating Club	Sewing Club
Drama club	Ski Club
French Language Club	Student Council
	Yearbook Committee

When a teacher is eligible for compensation by virtue of this policy, they shall submit a statement to the school administration of the number of hours spent supervising ECA and a claim for the number of days of compensation to which they are entitled.

It must be clearly understood that in granting compensation days under this policy, there must be no substitution costs incurred as a result of this leave.

The teachers shall also receive monetary compensation to be determined by the MTA/EMSB Labour Relations Committee, using the money attributed to the EMSB for value-added activities.

Please note that the above activities are examples, and are not an exhaustive list.

EMERGENCY SUBSTITUTION

During the time when they are obliged to be present (assigned presence), teachers **can** be called upon to do emergency substitution.

If substitution is required on an **emergency** basis, the School Board is supposed to fill the need in the following order:

- (1) Use regular supply teachers, if available.
- (2) Use occasional substitutes, if available. (An occasional substitute can be one assigned permanently to a given school or can be one brought in to fill a given need on a given day. They do not have full-time or part-time contracts to do substitution.)
- (3) Use regular teachers who volunteer to do the substitution.
- (4) Assign regular teachers who are "on spare" but obliged to be present during a given period to do emergency substitution.

If compulsory emergency substitution (case 4 above) is invoked by the school administration, then it is supposed to be done on an equitable basis established following consultation of the School Council. (Most School Councils recommend that it be done on a rotational basis among the teachers "on spare" but obliged to be present during any given period.)

Any regular teacher may refuse to do emergency substitution as of the third day of a teacher's absence. (An absence can no longer be considered an emergency after the second day.) **The payment for emergency substitution is 1/1000 of yearly salary for every period of 45 to 60 minutes of such substitution.** Any period of emergency substitution of less than 45 minutes or more than 60 minutes is calculated by dividing the number of minutes by 45 and multiplying the result by 1/1000 of yearly salary. Payment for emergency substitution should normally be made within 35 work days.

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 their 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:

(2) **Caisse Desjardins de l'éducation Credit Union**

The Caisse Desjardins de l'éducation 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:

Caisse Desjardins de l'éducation

9405, rue Sherbrooke Est
bureau 2500
Montreal, QC H1L 6P3

Toll-Free: 1-877-442-3382

Fax: 514-351-1268

GRIEVANCE PROCEDURES

Disciplinary acts imposed by the School Board and misapplications of the collective agreement by the School Board may be grieved according to the procedures of Chapter 9 of the contract. All grievances are filed, settled or withdrawn at the discretion of the MTA.

Role of the Rep

When grievances arising out of the interpretation and application of the collective agreement occur, it is usually best for you as MTA Rep to phone the MTA office for assistance and advice, or to refer the teacher concerned to the MTA office.

However, when a grievance is the result of a disciplinary measure, such as the issuance of a letter of warning or a letter of reprimand, then you, as an MTA Rep, are obliged to play a more immediate role.

The contract requires (Article 5-6.00 of the local text) that in such circumstances both the teacher and the MTA Rep must be given twenty-four (24) hours written notice of any meeting convened for disciplinary purposes. It is the Rep's responsibility to attend such meetings. Release from teaching duties for the time required to attend is guaranteed in the collective agreement (Clause 5-6.06).

The role an MTA Rep should play at such meetings is simply to act as a witness to what transpires. This is so that there can be no subsequent misrepresentation of facts concerning the meeting to the teacher's detriment if there should be a grievance hearing on the matter. In most cases you need not intervene at all during the meeting. The role to be played by you is not that of a lawyer for the teacher, but neither should you act in any way against the interests of the teacher. If the teacher refuses to sign acknowledgement of a received document, then you should sign on their behalf.

Timelines

The formal grievance procedure requires that the union submit the grievance to the School Board within 40 workdays of the event that gives rise to the grievance. Within 20 workdays of such a submission a meeting takes place between someone from the union office, accompanied by the griever if they so desires, and the School Board to try to resolve the case "out of court". If that fails, then the grievance is automatically inscribed for arbitration after the expiry of 20 workdays from the date of the submission of the grievance. The grievance then waits its turn for the appointment of an arbitrator.

Arbitration Hearings

An arbitration court is presided over by an arbitrator agreed to by both QPAT and the employer group (CPNCA). There is a list of about 20 such arbitrators for QPAT cases, any one of whom can be assigned to a given QPAT case.

A hearing before an arbitrator is conducted in the manner of a court and the principles of legal process apply. Lawyers are usually engaged by both the School Board and the MTA to represent a case. A decision is published usually within a month or two of the completion of the hearing or hearings, and is binding on the School Board, the MTA and the griever.

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

- Preventive Care**
- examinations
 - x-rays
 - lab tests
 - polishing + fluoride treatment
 - anesthesia (in relation to surgery)
- Basic Treatments**
- fillings
 - endodontics (root canal treatments)
 - periodontics (gum disease treatments)
 - repair and adjustment of removable dentures
 - oral surgery
- Major Treatments**
- placement or replacement of fixed or removable dentures (subject to certain conditions)
 - inlays and onlays

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 Cecile Gudsuz in the Human Resources Department (cgudsuz@emsb.qc.ca). She 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 forms available 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
Group Health and Dental Claims
P.O. Box 800, station Maison de la Poste
Montreal, QC H3B 3K5

Or

Make the claim through
the My Client Space on
The Industrial Alliance website
iac.secureweb.inalco.com

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 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 they 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 Cecile Gudsuz at the EMSB Human Resources Department (cgudsuz@emsb.qc.ca) 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.

LEAVE OF ABSENCE

(INCLUDING DEFERRED SALARY SABBATICAL LEAVES)

We get a lot of calls at the MTA office concerning leaves of absence, part-time leaves, job-sharing and deferred salary plans. Here are a number of questions frequently asked by teachers considering a leave of absence, along with the answers, of course.

FULL TIME LEAVE

QUESTION: Is it difficult to get a leave of absence for a full year?

ANSWER: The EMSB is noticing that replacing teachers on leave of absence is becoming more difficult. Despite this, in certain cases the EMSB automatically **must** grant a leave of absence request. For example, the Board must grant a leave of absence for a period of a year to let you take up full-time study, in case of the death of your spouse, child, parent, or person domiciled with you, in the case of serious illness of those same people, or if you have been on sick leave for two years and still cannot return.

QUESTION: Is there a limit to the number of consecutive years a teacher can be on leave of absence?

ANSWER: The present practice of the School Board is to allow a teacher no more than two (2) consecutive years of leave. Occasionally, exceptions are made on a case-by-case basis.

QUESTION: Can I return to work on a part-time basis instead of full-time?

ANSWER: You may be able to work on a part-time basis but this has become more difficult for those teachers who have already been on a recent part-time leave. If it is your first time making a part-time leave request, you should discuss it with your principal first. If you have been on part-time leave before, you may have to provide a letter from a doctor explaining why you cannot work full-time. If you find yourself in such a position, please contact us and we'll try to provide some helpful advice.

QUESTION: Do I lose seniority when on leave of absence?

ANSWER: No. You continue to accumulate seniority as if you were teaching. You do not necessarily gain a year of experience – whether you do or not depends on what you are doing with your year of leave. For example, if you are studying full-time or working in a field related to teaching, you can go up an experience step. On the other hand, if you are using your leave for strictly personal matters, you will not gain an experience step.

QUESTION: What happens to me when I return? Do I come back to the same school I left?

ANSWER: The School Board starts with the assumption that you will return to the same school, but different circumstances may alter your situation. Your principal will be informed that you are returning from leave for the next school year, and that you must be counted into the number of teachers in your category when tentative school organization is done in March/April.

If you have been replaced by a regular teacher in your absence, your return may cause an excess of teachers in your category. In such a case, **the teacher with the lowest seniority in the category will be placed in excess**. This may or may not be you, depending on your standing in relation to your colleagues.

If you have been replaced by a teacher newly-engaged by the Board on a contract which terminates automatically at the end of June, it is pretty clear that you will return to the same school, **unless you would have been excess even if you had been teaching**.

QUESTION: But does the same process apply if I extend my leave another year?

ANSWER: Yes.

QUESTION: How does being on a leave of absence affect my pension?

ANSWER: If you are on a leave of absence without pay, you are allowed to "buy back" your year(s) of leave **upon your return to work**. If you are in the TPP (Teachers Pension Plan, for teachers hired before July 1, 1973) you will only have to pay back the amount of money you would have paid had you been teaching. If you are in RREGOP, you must pay back the equivalent of your contribution **and the employer's contribution**.

QUESTION: Can I continue my insurance coverage while on leave of absence?

ANSWER: Under the law anyone who has access to a private insurance plan must participate in that plan. Therefore, you must continue your health plan. Industrial Alliance should send you a bill automatically for the cost of maintaining the same coverage you had when teaching. You can choose whether or not to maintain coverage in the dental or long-term disability plans, but our strong recommendation is that it is a very good idea to do so.

QUESTION: Is there a deadline for making leave of absence requests?

ANSWER: Contractually, there is no deadline by which this has to be done. **But**, if you are certain that you are going to request a leave for the following school year, the sooner you make the request the better. (It may help your chances of getting a leave of absence, in cases where the Board has no obligation to grant the leave request.)

QUESTION: What happens if after my leave of absence has been granted I change my mind?

ANSWER: The School Board is not under any obligation to take you back – and normally it won't.

PART-TIME LEAVE/JOB SHARING

QUESTION: Can I work on a part-time basis instead of full-time?

ANSWER: You may be able to work part-time by requesting a part-time leave. The School Board and the teacher must agree on the modalities of the leave. Teachers on part-time leave receive salary equivalent to the percentage of time they are working. You continue to accumulate seniority as if you were working full time. For a part-time leave of absence, you have to work the equivalent of **155** days to gain a year of experience, which is a new clause in our provincial entente.

The Board is not **obliged** to grant the leave, and has recently made working part-time more difficult. You should probably call us and we'll help you with additional information.

QUESTION: Is it possible to share a full-time position with another teacher?

ANSWER: There are very few teachers who are job-sharing at the present time. If you are interested in exploring the possibilities of this type of assignment develop a proposal with another teacher outlining how the assignment will be shared. For example one teacher may want to work two days one week and then three the next week;

The School Board treats requests for job-sharing as if they were requests for part-time leave.

N.B. Job sharing proposals by teachers from two different schools imply that one of the teachers must be prepared to request a transfer of schools.

QUESTION: What happens the next year? Can I continue on part-time leave or return to full-time if I wish?

ANSWER: You have the automatic right to return on a full-time basis simply by responding to the School Board's request for information as to your intentions by **March 1st** of the year of leave. You may also request a prolongation of your leave/job-sharing arrangements.

QUESTION: What are some of the things I should be aware of if I work part-time?

ANSWER: When you work part-time don't forget that sick days and special leave days are pro-rated. So, if you work 50%, you have 3 sick days and 4 special leave days, instead of 6 sick days and 8 special leave.

If the Board grants a part-time leave of absence, the distribution of the workload is at the Board's discretion.

Also, you should take a school calendar and work out the number of days you are working to make sure it corresponds to your percentage. This is important for teachers who are working part of a week. Finally, you must work 155 days in order to gain 1 year of experience.

DEFERRED SALARY SABBATICAL PLANS

QUESTION: Who can apply for a deferred salary plan, and what are the different plans available?

ANSWER: Any tenured teacher who is not surplus and has worked for the EMSB for 5 years can apply for a deferred salary sabbatical. There are three basic plans that you can apply for:

1. Work two years, take the last year off and receive 2/3 of your salary for each year.
2. Work three years, take the last year off and receive 3/4 of your salary for each year.
3. Work four years, take the last year off and receive 4/5 of your salary.

- QUESTION:** Can I take any year off?
- ANSWER:** The EMSB grants the last year off of your plan, however if you want to explore the possibility of a different year, please give us a call.
- QUESTION:** By what date do I have to inform the School Board that I plan to start a deferred salary plan?
- ANSWER:** The Board sets a deadline for application of **March 1st** for entry into the plan.
- QUESTION:** How does being on deferred salary sabbatical affect my pension?
- ANSWER:** Good News! You get a full year's credit for **each** year you are on the plan even though you are only contributing a certain proportion while you are on deferred salary.
- QUESTION:** Do I get any special privilege to hold on to my post in my school?
- ANSWER:** No, you have no special privilege, but you are likely to return to the same school. You are in the same circumstance as any teacher on leave of absence, as described in the section on leave of absence.
- QUESTION:** Can I do daily substitution when I am on deferred salary?
- ANSWER:** No. The School Board refuses to allow you to do that because they claim it creates administrative technical problems with respect to your pension plan.
- QUESTION:** Is there anything else I should know?
- ANSWER:** Yes, if you become pregnant during your year off, there can be an impact on the Quebec Parental Insurance Plan (QPIP), i.e. you may not be eligible for benefits or if you are eligible the amount of the benefit may be reduced.

GENERAL QUESTIONS

- QUESTION:** Should I speak to my principal, or do I just write a letter to the School Board?
- ANSWER:** In the case of part-time work/job sharing, it is advisable to speak to your principal. The School Board usually contacts the principal to see if your request fits into the school organization.
- QUESTION:** Whom do I write to in making a leave request?
- ANSWER:** Your email should be addressed to:
Ann Watson
Director of Human Resources
awatson@emsb.qc.ca
and cc your Regional Director, your principal and MTA.
- QUESTION:** How long does it take to get an answer?
- ANSWER:** The local agreement specifies that the School Board **must** answer within 35 days of receipt of your request. That said, if the request is for the following school year, then the 35 days will begin on March 1st.

If these questions don't cover the particular situation, and you want more information, please don't hesitate to call the MTA office.

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 they deem 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 20th week, a teacher is entitled to salary insurance for the period of absence prescribed by the doctor. If the miscarriage occurs after the 20th 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 leave related to the birth of the child, paid for entirely by the School Board. These 5 days must be taken between the time that delivery begins and the 15th day following the return home of the mother or child. 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, with a top-up (to 100% of salary) paid by the School Board. 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).

PAYCHEQUE EXPLANATION

The numbered items listed below correspond to the numbers indicated on the example paycheque on the following page. 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) | IA Reg. premiums T | Long Term Disability (LTD) and Life Insurance Contributions. |
| 15. (f) | IA Basic/comp T | Health and Dental Insurance contributions. |
| 15. (g) | Union Dues | Union dues - \$16.00 [MTA] and \$16.73 [QPAT] (2021/2022). |
| 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

AVIS DE DÉPÔT
NOTICE OF DEPOSIT

- 33

PENSION PLAN

Not every Rep can be expected to be aware of the various technicalities of our pension plan, the Régime de retraite des employés du gouvernement et des organismes publics (RREGOP). More expert advice, through the MTA office or QPAT, is available to teachers who have detailed questions. Nevertheless, there are perhaps three questions which every Representative should be able to answer. They are:

- (1) How much do I contribute to the pension plan?
- (2) When can I retire with a pension?
- (3) How much of a pension do I get upon retirement?

(1) How much do I contribute to the pension plan?

RREGOP: 10.33% of salary above 25% of QPP maximum pensionable earnings (\$61,600 in 2021). In other words, somebody earning \$70,000 in 2021 would pay 10.33% of (\$70,000 - {25% of \$61,600}), or \$5640.00. (Applies to salaries over \$61,600. Slightly less percentage to pay for salaries under \$61,600.)

(2) When can I retire with a pension?

RREGOP: (a) at age 61 regardless of years of service, or
(b) at any age with at least 35 years of admissible service, or
(c) at age 55 (actuarially reduced pension).

(3) How much of a pension do I get upon retirement if I resign with no actuarial reduction (i.e., in either case (a) or (b) from question (2) above)?

Generally speaking, the following formula applies:

$$\begin{array}{l} 2\% \\ \times \\ \text{the average of the best 5 yearly salary rates} \\ \times \\ \text{the number of years of service.} \end{array}$$

Please consult the QPAT website (www.qpat-apeq.qc.ca) under the pension section for answers to frequently asked questions concerning pensions.

The RREGOP pension plan is administered by Retraite Quebec. Visit the **online services and tools** section of the Retraite Quebec website to obtain your statement of participation in the RREGOP – retraitequebec.gouv.qc.ca.

PRIORITY OF EMPLOYMENT LISTS (RECALL LISTS)

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 100 days each) in 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.

Vocational Training Sector

To be eligible to be on a recall list in the Vocational Training sector, a teacher must have taught 720 hours in 2 out of the last 3 school years in vocational education, and have received a satisfactory evaluation.

Contracts of 486 hours or more equal one year of seniority.

Once on a recall list, the School Board has the obligation to offer as many 720-hour posts as possible to the teachers on the list, by seniority.

The School Board also has the obligation to offer any part-time posts available by this same method.

The contracts that are awarded to teachers who acquire 720-hour workloads (not replacement contract) prior to December 1st and who hold a Quebec teaching permit are automatically renewable and are called “full-time” contracts. It is also the case that if someone already holding a full-time contract leaves the School Board, they will normally be replaced by someone else who will get a full-time contract, using the priority list.

Adult Education Sector

To be eligible to be on the recall list in Adult Education, a teacher must have taught 800 hours in 2 out of the last 3 school years in adult education, and have received a satisfactory evaluation.

Contracts of 540 hours or more equal one year of seniority.

Once on the recall list, the School Board has the obligation to offer as many 800-hour (full-time) posts as possible to the teachers on the list. Hiring is done at a placement meeting by seniority.

The School Board also has the obligation to offer any part-time posts available by this same method. Teachers who acquire a workload of at least 240 hours in a given school year and who hold a Quebec teaching permit must be given part-time contracts.

Provisions for getting a full-time (i.e., full-time and AUTOMATICALLY RENEWABLE) contract are determined in the provincial contract. Each year the School Board is obliged, prior to December 1, to ascertain the number of 100% part-time (i.e., full-time BUT NOT AUTOMATICALLY RENEWABLE) contracts that have been recurrent in any given specialty for at least the preceding 3 years. That number is added to the number of teachers who already hold full-time contracts. If the latter number is less than 75% of the total, then new full-time contracts must be issued to bring the number up to at least 75% of the total.

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 15th and 1 after April 15th, 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 2021/2022

<div></div> <div>Commission scolaire English-Montréal</div> <div>English Montreal School Board</div>							<div>2021 - 2022</div> <div>CALENDRIER SCOLAIRE ENSEIGNANT(E) S SECTEUR DES JEUNES</div> <div>Répartition des jours de travail</div>							<div>2022</div> <div>SCHOOL CALENDAR TEACHERS YOUTH SECTOR</div> <div>Distribution of Work Days</div>						
JUILLET / JULY 2021							AOÛT / AUGUST 2021							SEPTEMBRE / SEPTEMBER 2021						
D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		
OCTOBRE / OCTOBER 2021							NOVEMBRE / NOVEMBER 2021							DÉCEMBRE / DECEMBER 2021						
D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S
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3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				
JANVIER / JANUARY 2022							FÉVRIER / FEBRUARY 2022							MARS / MARCH 2022						
D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	*14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			
AVRIL / APRIL 2022							MAI / MAY 2022							JUIN / JUNE 2022						
D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S
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3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
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17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
<div><div></div>Holiday / Congés</div>							<div><div></div>Fixed Professional Days-School Board / Journées pédagogiques fixes-Commission scolaire</div>							<div><div></div>March Break / Relâche scolaire</div>						

 Holiday / Congés	 Fixed Professional Days-School Board / Journées pédagogiques fixes-Commission scolaire	 March Break / Relâche scolaire
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School Year:	August 25, 2021 to June 30, 2022	Année scolaire:	Du 25 août 2021 au 29 juin 2022
First Day of Classes:	August 31, 2021	Première journée de cours:	Le 31 août 2021
Last Day of Classes:	June 23, 2022	Dernière journée de cours:	Le 23 juin 2022
Spring Break:	February 28, 2022 to March 4, 2022	Relâche scolaire:	Du 28 février au 04 mars 2022
Teaching Days:	181	Journées d'enseignement:	181
Professional Days:	August 25, 26, 27, 30, 2021 June 27, 28, 29, 30, 2022	Journées pédagogiques:	Le 25, 26, 27, 30 août 2021 Le 27, 28, 29, 30 juin 2022
Fixed Prof. Days:	October 15, 2021 (QPAT Convention) Click here to enter a date.	Journées pédagogiques fixes:	Le 15 octobre 2021 (Congrès APEQ)
Board-Wide Prof. Days:	2 + 1 (November 1, 2021 School Success Planning Day)	Journées de perfectionnement:	2 + 1 (1 novembre 2021- Journée de planification- école)
Moveable Professional Days:	7 (5 + 2)	Journées pédagogiques mobiles:	7 (5 + 2)
(*) Non-Working Day for Teachers:	February 14, 2022	(*) Journée non-travaillée pour les enseignants:	Le 14 février 2022

VOCATIONAL EDUCATION SECTOR – SCHOOL CALENDAR 2021/2022

<div></div> <div>Commission scolaire English-Montreal</div> <div>English Montreal School Board</div>								<div>2021 - 2022</div> <div>CALENDRIER SCOLAIRE - SCHOOL CALENDAR</div> <div>ENSEIGNANT(E) S - TEACHERS</div> <div>SECTEUR PROF. - Vocational SECTOR</div> <div>Répartition des jours de travail - Distribution of Work Days</div>															
JUILLET / JULY 2021								AOÛT / AUGUST 2021								SEPTEMBRE / SEPTEMBER 2021							
D/S	L/M	M/T	M/W	J/T	F/V	S/S		D/S	L/M	M/T	M/W	J/T	F/V	S/S		D/S	L/M	M/T	M/W	J/T	F/V	S/S	
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18	19	20	21	22	23	24		22	23	24	25	26	27	28		19	20	21	22	23	24	25	
25	26	27	28	29	30	31		29	30	31						26	27	28	29	30			
OCTOBRE / OCTOBER 2021								NOVEMBRE / NOVEMBER 2021								DÉCEMBRE / DECEMBER 2021							
D/S	L/M	M/T	M/W	J/T	F/V	S/S		D/S	L/M	M/T	M/W	J/T	F/V	S/S		D/S	L/M	M/T	M/W	J/T	F/V	S/S	
					1	2			1	2	3	4	5	6					1	2	3	4	
3	4	5	6	7	8	9		7	8	9	10	11	12	13		5	6	7	8	9	10	11	
10	11	12	13	14	15	16		14	15	16	17	18	19	20		12	13	14	15	16	17	18	
17	18	19	20	21	22	23		21	22	23	24	25	26	27		19	20	21	22	23	24	25	
24	25	26	27	28	29	30		28	29	30						26	27	28	29	30	31		
31																							
JANVIER / JANUARY 2022								FÉVRIER / FEBRUARY 2022								MARS / MARCH 2022							
D/S	L/M	M/T	M/W	J/T	F/V	S/S		D/S	L/M	M/T	M/W	J/T	F/V	S/S		D/S	L/M	M/T	M/W	J/T	F/V	S/S	
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2	3	4	5	6	7	8		6	7	8	9	10	11	12		6	7	8	9	10	11	12	
9	10	11	12	13	14	15		13	14	15	16	17	18	19		13	14	15	16	17	18	19	
16	17	18	19	20	21	22		20	21	22	23	24	25	26		20	21	22	23	24	25	26	
23	24	25	26	27	28	29		27	28							27	28	29	30	31			
30	31																						
AVRIL / APRIL 2022								MAI / MAY 2022								JUIN / JUNE 2022							
D/S	L/M	M/T	M/W	J/T	F/V	S/S		D/S	L/M	M/T	M/W	J/T	F/V	S/S		D/S	L/M	M/T	M/W	J/T	F/V	S/S	
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24	25	26	27	28	29	30		29	30	31						26	27	28	29	30			
<div><div></div>Holiday / Congés</div>								<div><div></div>Fixed Professional Days-School Board / Journées pédagogiques fixes-Commission scolaire</div>								<div><div></div>March Break / Relâche scolaire</div>							

School Year: July 30, 2021 to June 30, 2022

Summer Shutdown: July 2, 2021 to July 29, 2021

Fixed Andragogical Days: August 26, 2021
October 15, 2021 (QPAT Convention)
May 13, 2022

Moveable Andragogical Days: 9 days - to be determined by Centre

Année scolaire : Du 30 juillet 2021 au 30 juin 2022

Journées de fermeture d'été : Du 2 juillet 2021 au 29 juillet 2021


Journées andragogiques fixes : Le 26 août 2021
Le 15 octobre 2021 (Congrès APEQ)
Le May 13, 2022

Journées andragogiques mobiles: 9 journées mobiles, déterminées par le centre

VOCATIONAL EDUCATION SECTOR – SCHOOL CALENDAR 2021/2022 (CONTINUED)
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1. Return to work date for all regular teachers is August 26, 2021 unless teachers volunteer/are needed to work during the months of July and August 2021. The Board agrees to give preference to teachers with regular contracts who wish to work in the summer. If there is a problem with the application of this agreement, the EMSB and the MTA will meet to resolve the problem. If there are insufficient volunteers to meet the demonstrated requirements for work in July and August, taking into account the possibility of using some part-time teachers as well, the EMSB and the MTA will meet to determine which teachers will be required to work in July and August. This must be resolved no later than June 14. It is understood that the same teacher will return in July and August to complete a module that is interrupted by the July shutdown.
2. Teachers must complete their assigned workloads within a maximum of 200 work days during the period July 30, 2021 to June 30, 2022 inclusively.
3. Teachers who volunteer or are required to work prior to August 26, 2021 are guaranteed a number of weeks off equal to the number of weeks worked during the summer prior to August 26, 2021. The scheduling of these weeks will be based on an agreement between the teacher and the Centre Principal; failing which the EMSB and MTA will meet to resolve the issue.

ADULT EDUCATION SECTOR – SCHOOL CALENDAR 2021/2022

 Commission scolaire English-Montréal English Montreal School Board							2021 CALENDRIER SCOLAIRE ENSEIGNANT(E) S SECTEUR des Adultes Répartition des jours de travail							2022 SCHOOL CALENDAR TEACHERS Adult Education SECTOR Distribution of Work Days						
JUILLET / JULY 2021							AOÛT / AUGUST 2021							SEPTEMBRE / SEPTEMBER 2021						
D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S
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11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		
OCTOBRE / OCTOBER 2021							NOVEMBRE / NOVEMBER 2021							DÉCEMBRE / DECEMBER 2021						
D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S
					1	2		1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
31																				
JANVIER / JANUARY 2022							FÉVRIER / FEBRUARY 2022							MARS / MARCH 2022						
D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S
						1			1	2	3	4	5			1	2	3	4	5
2	3	4	5	6	7	8	6	7	8	9	10	11	12	6	7	8	9	10	11	12
9	10	11	12	13	14	15	13	14	15	16	17	18	19	13	14	15	16	17	18	19
16	17	18	19	20	21	22	20	21	22	23	24	25	26	20	21	22	23	24	25	26
23	24	25	26	27	28	29	27	28						27	28	29	30	31		
30	31																			
AVRIL / APRIL 2022							MAI / MAY 2022							JUIN / JUNE 2022						
D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S	D/S	L/M	M/T	M/W	J/T	F/V	S/S
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		

 Holiday / Congés	 Fixed Professional Days-School Board / Journées pédagogiques fixes-Commission scolaire	 March Break / Relâche scolaire
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School Year:	August 26, 2021 to June 30, 2022	Année scolaire :	Du 26 août 2021 au 30 juin 2022
First & Last Day of Classes:	August 26, 2021 / June 30, 2022	Journées de fermeture d'été :	Du 26 juillet 2021 / 30 juin 2022
Fixed Andragogical Days:	August 26, 2021 October 15, 2021 (QPAT Convention) 4 days to be determined	Journées andragogiques fixes :	Le 26 août 2021 Le 15 octobre 2021 (Congrès APEQ) 4 dates à déterminer
Moveable Andragogical Days	2 days - to be determined by Centre	Journées andragogiques mobiles:	2 journées déterminées par le centre
Placement Meeting : 	August 25, 2021	Reunions de selection du personnel:	Le 25 août 2021

¹ As approved by resolution at the council of commissioners meeting on April 28, 2021

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 active 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.

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;

teachers on leave of absence without salary for purposes of full-time study.

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 sign the form, 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 encourage people 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 email your application to the PIC secretary at mgarbutt@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.

SALARY SCALE AND PAYMENT SCHEDULE

The pay dates for this school year are August 26th, 2021 and every second Thursday thereafter until August 11th, 2022.

Below are the new salary scales in effect following the negotiation of our provincial collective agreement. The previous scale (as of April 4th, 2019) is shown on the left-hand side for reference. Retroactive adjustments (back to April 2nd, 2020) will be paid after the agreement is ratified. The exact date of payment of the retro is not yet known.

STEP*	As of April 4 th , 2019	As of April 2 nd , 2020	As of April 6 th , 2021	As of April 4 th , 2022	As of the 139 th workday 2022-23
1	\$42,431	\$44,721	\$45,615	\$46,527	\$46,527
2	\$44,235	\$47,709	\$48,663	\$49,636	\$49,636
3	\$46,115	\$50,898	\$51,916	\$52,954	\$53,541
4	\$48,074	\$52,025	\$53,066	\$54,127	\$55,326
5	\$50,118	\$53,177	\$54,241	\$55,326	\$56,550
6	\$52,248	\$54,354	\$55,441	\$56,550	\$57,801
7	\$54,468	\$55,557	\$56,668	\$57,801	\$60,259
8	\$56,783	\$57,919	\$59,077	\$60,259	\$62,820
9	\$59,196	\$60,380	\$61,588	\$62,820	\$65,489
10	\$61,712	\$62,946	\$64,205	\$65,489	\$68,273
11	\$64,335	\$65,622	\$66,934	\$68,273	\$71,174
12	\$67,069	\$68,410	\$69,778	\$71,174	\$74,199
13	\$69,920	\$71,318	\$72,744	\$74,199	\$77,353
14	\$72,891	\$74,349	\$75,836	\$77,353	\$80,640
15	\$75,989	\$77,509	\$79,059	\$80,640	\$84,066
16	\$79,218	\$80,802	\$82,418	\$84,066	\$92,027
17	\$82,585	\$85,489	\$87,206	\$92,027	Elimination of step 17

* A teacher shall be granted the step corresponding to their current year of experience, increased by:

- 2 steps if their schooling is evaluated at 17 years;
- 4 steps if their schooling is evaluated at 18 years;
- 6 steps if their schooling is evaluated at 19 years or more, but without a 3rd-cycle doctorate;
- 8 steps if their schooling is evaluated at 19 years or more, and with a 3rd-cycle doctorate;
- A schooling reclassification based on newly completed, additional studies adds steps as of the 100th day of the following school year.

	As of April 4 th , 2019	As of April 2 nd , 2020	As of April 6 th , 2021	As of April 4 th , 2022	As of the 139 th workday 2022-23
Adult and Voc. hourly rate	\$55.38	\$56.49	\$57.62	\$58.77	\$61.27
Occasional Sub. daily rate	\$212.15	\$223.60	\$228.05	\$232.60	\$232.60

In addition to the new salary scales, **two distinct payments** are provided for with respect to effective service during each of the following periods:

- As of the 141st workday of the 2018-2019 school year, up to the 140th workday of the 2019-2020 school year
- As of the 141st workday of the 2019-2020 school year, up to the 140th workday of the 2020-2021 school year

1. For full-time or part-time teachers

Teaching personnel who have taken on 100% of a task during the stated periods are entitled to an additional remuneration of \$602.68 for these 200 workdays for each of these periods. Teachers who worked on a part-time basis will be paid an amount proportional to the % of time worked for each of these periods.

2. For teachers at hourly rate or by-the-lesson

For each of these periods, hourly rate or by-the-lesson teaching personnel are entitled to an additional remuneration of \$0.75 for each paid hour during these periods.

3. For occasional substitutes

For each of these periods, occasional substitutes are entitled to an additional remuneration for each replacement performed in accordance with the following table:

Duration of replacement	Additional Remuneration
60 min or less	\$0.60
61 min to 150 min	\$1.50
151 min to 210 min	\$2.10
More than 210 min	\$3.00

The first payment is to be made 30 days after the signature of the collective agreement, while the second payment is included in the pay that precedes January 15th, 2022.

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 their bank of days, since they automatically receive 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. They 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 they is eligible for a pension of 78% of their 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 their 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 they are reasonably prepared as a result of their 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:

- they participate in the RREGOP and is 53 years old or over; or
- they is under part-time contract.

A teacher who wishes to exercise their 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 grand-children; also any person who is domiciled in the home of the teacher at the time of death.

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

iii) The christening, baptism or birth of their 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, their spouse and their 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 their 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 their child, their brother, their 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 they are 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.

STAFFING, TRANSFERRING, CLOSING SCHOOLS, HIRING, LIST OF CATEGORIES, WORK SITUATIONS FOR REGULAR TEACHERS

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 their 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 category. Any approved requests for transfer will be conditionally granted until April 30th 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 they spend more of their time, or if equal time, where they choose). 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 scholarship 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 1st 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 15th – all other dates are decided by the School Board each year.

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

CATEGORY		CODE	DESCRIPTION
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

WORK SITUATIONS FOR REGULAR TEACHERS

A01	ACTIVE REGULAR EMPLOYEE
A04	ON CNESST
A05	ON AVAILABILITY
A06	LOAN OF SERVICE FROM EMSB
A10	DEFERRED SABBATICAL – AT WORK
A11	DEFERRED SABBATICAL – LEAVE YEAR
A21	SYNDICAL LEAVE WITHOUT SALARY
A22	PROGRESSIVE RETIREMENT
A23	GRADUAL RETIREMENT
A31	ON SALARY INSURANCE
A32	D/S AND SALARY INS.
A33	PROG. RETIREMENT & SAL. INS.
A34	DIFF. SABB. & CNESST
A35	SAAQ (CAR ACCIDENT)
A38	PN PREVENTIVE LEAVE
A40	MAT. FULL-TIME E.I. (FED.)
A41	MAT. RQPA-BASIC PLAN
A42	MAT. RQPA-RÉG. PART. PLAN
A43	MAT. NO. ELIGIBLE E.I. F/T
A47	ADOPTION RQPA-BASIC PLAN
A48	ADOPTION RQPA-PART. PLAN
A50	“S” CONTRACT – SUBSTITUTION CONTRACT
A51	PART-TIME CONTRACT
A52	REGULAR SUPPLY
A54	TEMPORARY ASSIGNMENT
A55	TEMPORARY PROMOTION
A72	CNESST TEMPORARY REPLACEMENT
A74	CNESST PROGRESSIVE RETURN
P01	PARTIAL LEAVE NO SALARY – PERSONAL
P02	PARTIAL LEAVE NO SALARY – STUDY
P03	PARTIAL LEAVE NO SAL. EXT. MATERNITY
P04	PARTIAL LEAVE NO. SAL. EXT. ADOPTION
P20	PARTIAL LEAVE NO SALARY - UNION
P40	MAT. P.TIME E.I. (FED)
P41	MAT. LEAVE P/T QPIP BASIC
P42	MAT. LEAVE QPIP – SPECIAL
P43	MAT. N. ELIGIBLE E.I. P.TIME
S01	LEAVE NO SALARY – PERSONAL
S02	LEAVE NO SALARY – STUDY
S03	LEAVE NO SALARY – EXT. MATERNITY
S04	LEAVE NO SALARY – EXT. ADOPTION
S05	CNESST PREVENTIVE LEAVE
S06	PARENTAL LEAVE EXTENSION
S11	PATER. WS E.I. (F. TIME)
S12	PATER. WS E.I. (T. PRT)
S13	PATER. WS QPIP – 5 WKS
S14	PATER. WS QPIP – 3 WKS
S20	LEAVE NO SALARY – UNION
S50	LEAVE NO. SAL. INSUR. BENEFITS EXPIRED

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 they does not have the right to contest the reasons for the termination of the contract. They 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.

It is important for you as an MTA Rep to refer to the MTA office any teacher who is being evaluated and who is having difficulty. If the MTA is to successfully defend such a teacher, it is essential that we be informed early in order to give appropriate advice and assistance.

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 their 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).

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

* 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:

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

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

SECONDARY

Regular

28.	For courses for students enrolled in a temporary individualized path for learning	18	20
29.	For secondary III, IV or V technical exploration courses	20	23
30.	For secondary I general education courses	26	28
31.	For secondary II general education courses	27	29
32.	For secondary III, IV or V general education courses	30	32

Students with social maladjustments or learning disabilities

33.	Such students with behavioural difficulties	12	14
34.	Such students with severe behavioural difficulties linked to psychosocial disturbances	9	11
35.	All other such students	16	20

Students with handicaps

Students identified as handicapped by:			
36.	a mild motor impairment or an organic impairment	14	16
37.	a moderate to severe intellectual handicap	12	14
38.	a language disorder	10	12
39.	an atypical disorder or a severe motor impairment	9	11
40.	a pervasive development disorder or a psychopathological disorder	6	8
41.	a visual impairment or a hearing impairment	5	7
42.	a profound intellectual handicap	4	6

VOCATIONAL EDUCATION

	Board-wide Average	Maximum
43. 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
44. 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
45. For vocational training courses in the administration, commerce and secretarial studies sector in workshop-classes and labs	19	22
46. 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, they have 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 their first 3 years of being on availability, 85% in their 4th or 5th year and 80% as of their 6th 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. They will be completing their 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 their former Board may transfer their **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, their 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 their **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 their 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 they 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. Take note of any witnesses to your injury, and ask them to write up an account of what they witnessed. These should be submitted to the CNESST.

The two most commonly used forms are the Incident or Accident Report 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 ***Incident or Accident Report 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.

MONTREAL TEACHERS ASSOCIATION CONSTITUTION

1. AIMS

- 1.1 The Association shall at all times endeavour to achieve unity within diversity; to conduct its operations with efficiency and dispatch in order to realize the following aims:
- (a) The professional development of its members so that the Association may be a constructive force and may be recognized as an initiator of improvements in education, both in the City of Montreal and in the Province of Quebec, always subject to its functions as a local of QPAT (Quebec Provincial Association of Teachers).
 - (b) The protection of the professional, the economic and the social welfare of its members.

2. ELIGIBILITY

- 2.1 Any employee who is a member of a group for which the Montreal Teachers Association holds a bargaining certificate by virtue of the Quebec Labour Code shall be eligible for membership in the Montreal Teachers Association, provided that:
- (a) s/he shall pay an initiation fee as stipulated in Article 3.00 Dues;
 - (b) s/he shall pay regularly the annual fee required by this Constitution as determined by the AGM, or by a referendum of the membership;
 - (c) s/he shall agree to abide by the Constitution of the Association, and the resolutions adopted by a General Meeting or referendum.
- 2.2 For the purposes of the above article "agreement" shall be construed to have been given by the act of signing their membership application form.
- 2.3 Furthermore, any other person who is a member of a group which the Representatives Assembly may choose to accept as an eligible group, even in the absence of the MTA holding a bargaining certificate for that group, shall be eligible for membership in the Montreal Teachers Association, under conditions to be determined at that time.
- 2.4 Each year the Secretary shall prepare a list of new members of the Association for approval by the AGM. This list shall be published in the schools and centres with the agenda for the AGM.

3. DUES

- 3.1 The initiation fee for any new member shall be \$1.00.
- 3.2 The membership fee for members employed full-time or part-time or on leave of absence shall be set from time to time as circumstances warrant either by the AGM or by a referendum of the membership.
- 3.3 The membership fee for those who do not have contractual employment status shall be set from time to time as circumstances warrant either by the AGM or by a referendum of the membership.

4. EXECUTIVE

- 4.1 The Executive members shall be the President, the MTA General Chairperson, the High School Vice-President, the Elementary School Vice-President, the Adult Ed./Voc. Ed. Vice-President, the Secretary, the Treasurer and at least two (2) Members at Large, together with additional Members at Large, depending on the number of additional QPAT Directors which the MTA may be entitled to elect.
- 4.2 The Executive members shall be elected to a two-year term according to the procedure outlined in Section 5.
- 4.3 The Executive members shall attend all meetings of the Representatives Assembly and shall have the right to vote, the vote of the MTA General Chairperson being confined to a deciding vote in the event of a tie.
- 4.4 The Executive members shall be directors of the QPAT. Should the MTA be entitled to fewer than nine directors of the QPAT, then these directors shall be appointed by the Executive from among its members.
- 4.5 Should the MTA be entitled to more than nine directors of the QPAT then these additional directors shall be elected annually according to the procedure outlined in Section 5. This shall also apply should there be a need for additional directors because some members of the MTA Executive are also members of the QPAT Executive.

5. ELECTION OF THE EXECUTIVE

- 5.1 No later than May 1st the Chairperson of the Nominations Committee shall send to the Senior Representatives in all schools and centres:
 - (a) notices calling for nominations for all Executive positions;
 - (b) copies of articles 5.1.; 5.2.; 5.3.;
 - (c) copies of Election Procedures to be posted in all schools and centres immediately upon receipt in a prominent place in the polling areas.
- 5.2 A nominee must submit:
 - (a) an **MTA Official Nominations Form**. This form may be obtained at the MTA office or at the MTA Reps Assembly held during the nomination period, where the section of the form which indicates the name of the nominee and the position s/he is seeking will be completed by MTA staff. The **MTA Official Nominations Form** requires the written consent of the nominee as well as twenty (20) signatures from members of the Association who shall be drawn from at least two (2) different schools or centres. The **MTA Official Nomination Form** must also include the year that qualifies the nominee to run. A sample copy of this form is contained in Appendix I **Election Procedures**. These procedures are approved by the Representatives Assembly and subject to amendment by that body;
 - (b) the curriculum vitae, which may include the specific year(s) and name(s) of school(s) or centre(s) in which s/he served as a union representative;

and must be filed with the Chairperson of the Nominations Committee within fifteen (15) calendar days of the call for nominations being issued.

- 5.3 A nominee must be an MTA member in good standing, and must, before assuming office, have served:
- (a) as a union representative in the MTA for one full year within the last ten (10); or
 - (b) as a member of the Executive, Board of Directors or Professional Staff of the MTA or QPAT for one full year within the last ten (10).
- 5.4 The Nominations Committee shall determine that the nominations are in good order as per 5.1, 5.2 and 5.3. The Committee shall publish a list of all such nominations stating the Executive position for which each nomination was made and detailing the curriculum vitae of each nominee, and the names and schools or centres of the nominators, this list to be sent to the Senior Representative in the schools and centres within seven (7) calendar days of the close of nominations.
- 5.5 All nominees shall be presented at the Annual General Meeting by the Chairperson of the Nominations Committee and shall each be permitted to address the meeting. Each nominee shall be entitled to speak for two (2) minutes, with the exception of presidential nominees, who shall be entitled to speak for five (5) minutes, with a question period to follow.
- 5.6 Within seven (7) calendar days after the AGM a secret ballot shall be conducted by the Senior Representative in each school or centre in conformity with the Election Procedures. The Executive members so elected shall take office on 1 July.
- 5.7 Any executive vacancy or vacancy on the QPAT Board of Directors shall be filled by an ad hoc election according to the general provisions for elections insofar as they apply but with due regard to the deadline of fifteen (15) calendar days and seven (7) calendar days as specified in articles 5.2 and 5.4.

6. MEETINGS OF THE EXECUTIVE

- 6.1 The Executive of the MTA shall hold regular meetings at least once a month. At each meeting the date and time of the subsequent regular meeting shall be set. Any emergency meeting of the Executive may be convened with the consent of the Executive.
- 6.2 The quorum for Executive meetings shall be 50% of its members.
- 6.3 The President shall preside at Executive meetings; the General Chairperson or other Executive member empowered by the President shall preside should the President be absent.

7. DUTIES OF EXECUTIVE MEMBERS

- 7.1 The President shall:
- (a) preside at meetings of the Executive;
 - (b) at the invitation of any individual school or centre, attend its meetings;
 - (c) sign and execute all contracts or agreements in the name of the MTA;
 - (d) ensure on behalf of the Executive that all employees of MTA are efficiently discharging their duties;
 - (e) be ex officio member of all committees of the Association;
 - (f) be the Chairperson of the Negotiating Committee in which capacity s/he shall act as Chief Negotiator unless s/he chooses to delegate this responsibility.

7.2 The General Chairperson shall be:

- (a) Chairperson of the Nominations Committee;
- (b) Chairperson of General Meetings of the Association and at meetings of the Representatives Assembly.

7.3 The High School Vice-President, the Elementary School Vice-President and the Adult Ed./Voc. Ed. Vice-President shall:

- (a) be empowered to convene meetings of the Representatives from the high schools, elementary schools or centres respectively for purposes which are of exclusive interest to them. The agenda for such meetings shall be subject to approval by the Executive (see 9.7.);
- (b) act as members of the Negotiating Committee;
- (c) at the invitation of a school or centre attend its meetings.

7.4 The Secretary shall:

- (a) be responsible for recording and circulating the minutes of the Executive meetings to the Executive and of the Representatives Assembly to the Representatives at least five (5) days prior to the subsequent meeting;
- (b) ensure that representation on the Representatives Assembly is assessed in conformity with 10.1;
- (c) circulate to each school and centre a list of duly-elected Representatives of the Association;
- (d) ensure maintenance of accurate membership lists and distribution of membership cards;
- (e) refer any proposed amendment(s) to the Constitution to the next meeting of the Representatives Assembly following receipt of the proposed amendment(s) and shall send the text of the proposed amendment(s) to each school and centre at least ten (10) days before the General Meeting or referendum.

7.5 The Treasurer shall:

- (a) be Chairperson of the Finance and Budget Committee in which capacity s/he shall present the budget;
- (b) have the care and custody of all the funds and securities of the Association and oversee the deposit of same in such bank or banks or with such depository or depositories as the Executive may direct;
- (c) be required at all reasonable times to exhibit the books and accounts to any member of the Association;
- (d) be authorized to spend up to, but no more than, \$250.00 from petty cash for contingencies;
- (e) have a supervisory function over all Executive expenditures.

8. DUTIES AND POWERS OF THE EXECUTIVE
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8.1 The Executive shall administer the assets of the MTA.

8.2 The Executive shall conduct routine business, supervise all the services of the Association, attend all meetings of the Representatives Assembly and execute decisions and special requests of that Assembly.

- 8.3 The Executive shall have the right to engage and discharge all employees of the MTA in accordance with the policies of the Association.
- 8.4 The Executive shall have the right to initiate proposed amendments of the Constitution as per 15.1.

9. THE REPRESENTATIVES ASSEMBLY

- 9.1 The Representatives Assembly, composed of the Executive and of Representatives duly elected in accordance with the provisions of Article 10 MTA Representatives, shall:
- (a) be a consultative body in which the Executive and membership may inform each other concerning all aspects of Association activities;
 - (b) be a policy-making body.
- 9.2 The Representatives Assembly shall:
- (a) determine the policy of the Association in any given year subject to such directions as the membership may give either at a general meeting or by referendum or ballot in the schools and centres;
 - (b) supervise the application of the Constitution of the Association;
 - (c) receive as notices of motion resolutions from any meeting of the MTA members in a school or centre;
 - (d) decide on group membership applications and individual suspensions and expulsions;
 - (e) approve the proposed list of delegates to the Provincial Council of the QPAT. At that time, the Assembly may amend the proposed list or replace it by an entirely different list;
 - (f) approve or amend the MTA Official Nominations Form;
 - (g) approve or amend the MTA Rules of Order;
 - (h) approve or amend the MTA Election and/or Referendum Procedures.
- 9.3 The Representatives Assembly shall hold eight (8) regular meetings during the school year. Special meetings may be summoned by the President on their initiative, or by him/her when petitioned by at least ten (10) Representatives from at least five (5) schools or centres.
- 9.4 Notice of regular meetings shall be sent together with the agenda to the Senior Representative in each school or centre with sufficient copies for all other Representatives in the school or centre plus additional copies for notice boards, five (5) days before the date of the meeting.
- 9.5 The quorum of the Representatives Assembly shall be half of the total number of schools and centres.
- 9.6 Decisions shall normally be by simple majority of those voting "yea" or "nay".
- 9.7 Meetings of either the High School, the Elementary School or the Adult Ed./Voc. Ed. Section of the Representatives Assembly under the chairpersonship of the respective Vice-President may be convened by the appropriate Vice-President (see 7.3 [a]), or on petition by at least fifteen (15) Representatives in the appropriate Section. The provisions of 9.4., 9.5. and 9.6. shall apply to such meetings. Decisions of such sectional meetings shall be submitted within two (2) days to the Executive to be placed on the agenda of the next meeting of the Representatives Assembly for ratification, rejection, or return for further study.

10. MTA REPRESENTATIVES

- 10.1 Each school and centre shall elect from among the members of the Association on its staff, Representatives as follows:
- (a) one (1) for the first twenty (20), or any fraction of twenty (20), Association members in active service at the school or centre, who shall be designated Senior Representative in which capacity s/he shall be a member of the School Council;
 - (b) one (1) for every additional twenty (20), or major fraction of twenty (20), Association members in active service at the school or centre.

11. DUTIES OF REPRESENTATIVES

- 11.1 All Representatives shall be responsible for attending all Representatives Assembly meetings.
- 11.2 Representatives shall be responsible for calling meetings in their schools or centres as soon as possible within the week following a meeting of the Representatives Assembly.
- 11.3 The Senior Representative shall be responsible for forwarding to the MTA office, in writing, the name(s) of the duly elected Representative(s) of their school or centre, within one month of their election.
- 11.4 The Senior Representative shall be responsible for forwarding a list of members in their school or centre to the Secretary of the Association by 10 November of each year. The Senior Representative shall also be responsible for distributing membership cards when received.
- 11.5 The Senior Representative, assisted by the other Representative(s), shall receive all the circulars and relevant mail, and shall be responsible for posting information, and, in all necessary ways, of assuring that all members are fully informed of the affairs of the Association.
- 11.6 The Senior Representative, assisted by the other Representative(s), shall be responsible for the conduct of all ballots which are requested by the Representatives Assembly, or which are in accordance with the election procedures outlined in this Constitution.

12. THE GENERAL MEETING

- 12.1 All members in good standing are eligible to attend General Meetings.
- 12.2 Notice and agenda of General Meetings shall be received in schools and centres five (5) days before the date of the meeting. A General Meeting may be organized in two parts, where judged by the Executive Committee to be warranted, in order to permit adult education teachers to attend the General Meeting separately and prior to other members. In such a case, adult education teachers may attend only the part of the meeting organized specifically for them.
- 12.3 A quorum for a General Meeting shall be one hundred (100).
- 12.4 A General Meeting shall adopt or modify the Constitution.
- 12.5 The agenda for General Meetings shall be prepared and circulated by the Executive.

- 12.6 Without prior notice a motion may be made from the floor at a General Meeting to place any item at any place on the agenda for discussion. The Chairperson's ruling on the admissibility of the item, based on its urgency and importance, may, on appeal, be set aside, without debate, by a two thirds (2/3) vote of those present at the General Meeting.
- 12.7 Special General Meetings may be convened at the discretion of the Executive, or by resolution of the Representatives Assembly, or by petition of sixty (60) or more members from at least three (3) schools or centres.
- 12.8 The Annual General Meeting shall be convened by the President no later than 15 June.
- 12.9 The Annual General Meeting shall receive written reports from committees of the Association and shall act as it deems fit on any recommendations contained in such reports.
- 12.10 The Annual General Meeting shall study and adopt the accountant's report and the budget.

13. REFERENDA

- 13.1 Referenda shall be held in conformity with Appendix II - Referenda Procedures as approved by the Representatives Assembly and subject to amendment by that body.

14. RULES OF ORDER

- 14.1 The MTA's Rules of Order as approved by the Representatives Assembly and thereafter subject to amendment by that body, shall be followed at all meetings of the Association.

15. AMENDMENTS

- 15.1 An amendment of the Constitution may be proposed as follows:
- The Executive, or any ten (10) members of the Association drawn from at least two (2) schools or centres, may file the text of a proposed amendment with the Secretary who shall forward it to the next meeting of the Representatives Assembly.
- 15.2 The Representatives Assembly shall decide by simple majority whether to proceed with the amendment or not.
- 15.3 In the case of an affirmative vote the Representatives Assembly shall decide by simple majority vote whether to present the proposed amendment to the membership at a General Meeting, or to proceed by referendum, at the same time fixing the date for the General Meeting or referendum, as the case may be.
- 15.4 The Secretary shall then send the text of the proposed amendment to each school or centre at least ten (10) days before the General Meeting or referendum.
- 15.5 The amendment will be adopted if approved by a two thirds (2/3) majority of active members present and voting "yea" or "nay" at the General Meeting, or of those voting "yea" or "nay" in the referendum.

16. COMMITTEES

16.1 The Standing Committees of the Association shall be:

- (a) Discipline Committee
- (b) Finance and Budget Committee
- (c) Nominations Committee
- (d) Negotiating Committee
- (e) Adult Education Committee
- (f) Vocational Education Committee

16.2 Ad hoc committees may be created by the Representatives Assembly either on its own initiative, or on the instructions of a General Meeting.

16.3 Unless otherwise stipulated elsewhere in the Constitution, all committees shall be subject to the following provisions:

- (a) The Chairperson of each ad hoc committee shall be chosen by the committee from among its own ranks.
- (b) The membership of:
 - (i) all standing committees shall be selected by the respective committee chairperson who shall give due attention to names suggested by the Executive, by the Representatives Assembly or by the membership at large;
 - (ii) all committees, standing and ad hoc, shall be submitted to the Representatives Assembly for ratification.
- (c) All committees
 - (i) shall report to the Representatives Assembly;
 - (ii) shall submit written reports to the Executive to be circulated prior to the AGM.

17. SPECIAL PROVISIONS FOR CERTAIN COMMITTEES

17.1 Discipline Committee

- (a) The General Chairperson shall be the Chairperson of the Discipline Committee.
- (b) Four (4) other members shall be appointed to this committee by the Representatives Assembly when called on by the President to do so either at a regular meeting of the Representatives Assembly or at a special meeting thereof called at the President's discretion for that purpose.

17.2 Finance and Budget Committee

The Treasurer of the Association shall be the Chairperson of the Finance and Budget Committee; their duties as such are set out in 7.5.

17.3 Nominations Committee

- (a) The Nominations Committee shall consist of the General Chairperson as Chairperson, and of four (4) additional members to be elected by the Representatives Assembly at its first meeting in each school year to act for one (1) year. Should any member of the Committee be a candidate in any given election, s/he shall be replaced immediately for the duration of that election by a member of the Representatives Assembly appointed by the Executive.

- (b) The duties of the Committee are set forth in Section 5 (Election of the Executive) and in **Appendix I Election Procedures** and **Appendix II Referenda Procedures**.

17.4 Negotiating Committee

- (a) The President of the Association shall be Chairperson of the Negotiating Committee in which capacity s/he shall act as Chief Negotiator unless s/he chooses to delegate this responsibility.
- (b) The High School Vice-President, the Elementary School Vice-President and the Adult Ed./Voc. Ed. Vice-President shall be members of the Negotiating Committee.

17.5 Adult Education Committee

- (a) The Adult Ed./Voc. Ed. Vice-President shall be the Chairperson of the Adult Education Committee.
- (b) The mandate of the Adult Education Committee is to consider and make recommendations concerning issues of special concern to adult education teachers.

17.6 Vocational Education Committee

- (a) The Adult Ed./Voc. Ed. Vice-President shall be Chairperson of the Vocational Education Committee.
- (b) The mandate of the Vocational Education Committee is to consider and make recommendations concerning issues of special concern to vocational education teachers.

18. SPECIAL PROCEDURES

18.1 Discipline

- (a) A charge of a breach of the provisions of the Constitution or of the resolutions adopted by a General Meeting or referendum made by a member of the Association against another member must be in writing and signed by the complainant.
- (b) Such charge must be filed with the Secretary of the Association who shall immediately acquaint the President of the Association with the nature of the allegation giving all relevant details.
- (c) The President shall then convene the Discipline Committee in accordance with the provisions of 17.1.
- (d) The Committee shall in the first instance examine the written allegations; if it is the opinion of the Committee that a hearing is warranted, a copy of the charges and a notice of the place, the day, and a time fixed for a hearing shall then be sent ten (10) days in advance by registered mail to the accused member who, in attending the hearing, may be accompanied by a person of their choice, who must be a member of the Association.
- (e) Should the accused be unable to attend because of circumstances beyond their control, s/he should notify the Discipline Committee within the ten (10) days, whereupon a new date for the hearing will be fixed; should the accused then fail to attend, the hearing will proceed in their absence.
- (f) Accused and complainant shall have the right to be heard and to call witnesses.
- (g) The Committee shall at its earliest convenience after the hearing, make to the Representatives Assembly a written report signed by all the members of the Committee containing such recommendations as they deem advisable.
- (h) Subsequent action will be determined by the Executive. In the event of a decision to suspend or expel, the accused will have the right of a personal appeal to the Representatives Assembly, or a committee appointed by the Representatives Assembly for that purpose.

19. FISCAL YEAR AND EXTERNAL ACCOUNTANTS

- 19.1 The fiscal year of the Association shall begin on the first day of September and shall end on the thirty-first day of August.
- 19.2 The external accountant or accountants shall be appointed at the Annual General Meeting to do a financial review of the account books of the Association for the ensuing year. If the external accountant or accountants, chosen at the Annual General Meeting, refuse to act or are unable to do so, others may be chosen in their stead by the Representatives Assembly.

20. GENERAL BANKING PRACTICES

- 20.1 A bank account or bank accounts shall be kept in the name of the Association in such chartered bank or banks as may from time to time be selected by the Executive. All monies belonging to the Association shall be paid into such bank or banks or with such depository or depositories as the Representatives Assembly direct, and all cheques payable upon the Association bank account or bank accounts shall be signed by any two (2) members of the Executive as may from time to time be authorized by resolution of the AGM or the Representatives Assembly.
- 20.2 All bills of exchange, promissory notes, and other negotiable instruments shall be accepted, made, drawn or endorsed for or on behalf of the Association by such officers as may from time to time be authorized by resolution of the Executive. Cheques and other negotiable instruments paid to the Association's bankers for collection and requiring the endorsement of the Association may be endorsed on its behalf by such solicitors or officers as may from time to time be authorized by resolution of the Executive.
- 20.3 All records of money paid to the Association shall be signed by the Treasurer or anyone whom he or she or the President may appoint, and such receipts shall be an effectual discharge for the monies therein stated to be received.

21. INDEMNIFICATION

- 21.1 Provisions shall be made in the budget for the indemnification of any member of the Association who shall incur verifiable expenses for the benefit of the Association while executing authorized functions.

22. CONTINGENCY FUND

- 22.1 A per capita amount to be determined at the AGM shall be transferred annually to the Contingency Fund.
- 22.2 The Contingency fund shall be administered and used in conformity with the policy of the Association already determined or to be determined by resolutions of a General Meeting of the Association, or by a referendum of the membership.

N.B. Current policy is as follows:

- (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 member who has suffered a loss of salary as a result of a dispute with their employer 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 their 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 employment 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 heretofore passed by the General Meeting.

APPENDIX 1

ELECTION PROCEDURES

1. The MTA Representative in each school or centre shall act as the Returning Officer in that school or centre, unless s/he is a candidate in the election or is otherwise unable to act. In such a case, s/he shall appoint a deputy who should, if possible, be a junior representative.

Any candidate shall be entitled to appoint a scrutineer in any school or centre to represent him/her during voting hours, and at the counting of the votes in that school or centre.

2. At least two (2) weeks prior to the Annual General Meeting, the MTA office shall submit to each school or centre an up-to-date list of all MTA non-members teaching in the schools and centres. This list shall be posted by the MTA Representative and any errors or omissions shall be brought to the attention of the MTA office. Immediately prior to the election, the MTA office shall issue to all schools and centres a reminder publicizing all necessary details.
3. In an election for any contested position, the MTA shall publish and distribute on a one-per-member basis a full page (8 1/2 x 14) for each candidate for that position who submits:

An original copy, which must include their name and the position they are running for, and may include:

- (a) curriculum vitae
- (b) list of nominators
- (c) statement
- (d) picture (N.B.: - will be photocopied)

Candidates are responsible for layout and translation. This original must be received by the Chairperson of the Nominations Committee no later than 5:00 p.m., four (4) working days after the close of nominations.

4. In a by-election all candidates for office shall be presented to and permitted to address a meeting of the Representatives Assembly prior to the by-election and in a contested by-election the same procedures apply as in #3 mutatis mutandis.
5. All voting shall normally take place in the schools and centres on the day specified by the Chairperson of the Nominations Committee. However, should an emergency (flood, fire, etc.) necessitate vacating a school or centre on the day fixed, the MTA Representative shall inform the Chairperson of the Nominations Committee as soon as possible and other arrangements for voting will be made, if at all possible. Furthermore, should a specified activity in a school or centre (professional day, field trip, etc.) result in the majority of the MTA members being out of the school or centre on the date set for the election, the MTA Representative shall inform the Chairperson of the Nominations Committee as soon as possible.

The Chairperson of the Nominations Committee shall be empowered to allow such schools and centres to vote on the one (1) or two (2) school days preceding the date set for the election. No voting shall take place after the date set for the election.

6. Voting in each school and centre must take place:
 - (a) in clearly specified polling areas which shall be publicized beforehand by the Returning Officer.
 - (b) at times throughout the school day previously publicized by the Returning Officer, and for up to twenty (20) minutes after the school day.

Notwithstanding section (b) above, the Returning Officer may declare the polls closed if the full membership of that school or centre has voted.

7. A polling station will be established for those members of the MTA Staff who are MTA members, or for those members of the MTA Executive who may be present at the MTA office on the day of the vote. In addition, members on leave of absence who have paid their annual fee have the right to vote at this polling station, as well as Adult Education teachers who are MTA members and may wish to use this polling station. It may also be used as an emergency polling station should circumstance warrant, at the discretion of the Chairperson of the Nominations Committee.
8. Two (2) days before the election a number of ballots equal to the number of MTA members in their school or centre shall be delivered to the MTA Representative. In addition, extra ballots shall be delivered on the following basis to the MTA Representative:

<u>No. of MTA Members</u>	<u>Extra Ballots</u>
1- 40	3
41- 80	5
81-120	7
121-160	9

The MTA shall also provide a Voters' List for each school and centre. The Returning Officer must ensure that all voters print their names and then sign their names on the Voters' List when they are issued ballots. The Voters' List must be returned to the MTA in the envelope provided along with the ballots and the tally sheet.

The MTA Representative:

- (a) **should** immediately notify the MTA office of their receipt;
- (b) **shall** be responsible for their safekeeping until they are returned to the MTA office.

If, in accordance with regulation 1 above, the MTA Representative is not the Returning Officer, the above duties and responsibilities shall be assumed by the Returning Officer.

9. Ballots shall under no circumstances be:
 - (a) distributed throughout the school or centre;
 - (b) placed in the hands of voters outside the polling areas;
 - (c) inserted in the mail boxes of voters;
 - (d) removed from the polling areas by any voter;

- (e) given to other than MTA members in good standing who alone may vote for candidates for the following offices:
- (i) President
 - (ii) High School Vice-President
 - (iii) Elementary School Vice-President
 - (iv) Adult / Vocational Education Vice-President
 - (v) Secretary
 - (vi) Treasurer
 - (vii) General Chairperson
 - (viii) Two (2) Members at Large

NO CANDIDATE and NO SCRUTINEER shall at any time be permitted to handle any ballot other than their own.

10. Ballots will be marked with a check or a cross within the appropriate square; any other marks or inscriptions on the ballot shall invalidate the ballot. Any voter who has accidentally spoiled their ballot shall immediately tear it in half in the presence of the Returning Officer, who shall place the torn ballot in the envelope and issue a new ballot.
11. The counting of the votes will be conducted in each school or centre immediately after the close of the poll by the Returning Officer in the presence of one (1) witness and of the scrutineer(s) if any; however, the absence of the scrutineer(s) shall not be cause for delay or invalidation of the count. The Returning Officer and a witness shall account for all ballots (used, unused, spoiled), record the vote and sign the tally sheet. Any scrutineers present may sign the tally sheet. All ballots (used, unused, spoiled), and the tally sheet shall be placed in the envelope provided and sealed. The Returning Officer and the witness must also ensure that the Voters' List is included in the envelope, and that the number of voters' names on the list is equal to the total number of votes.
12. The Returning Officer shall be responsible for giving the sealed envelope containing the ballots, the tally sheet, as well as the Voter' List duly signed, in to the school or centre office on the day of the election, for pick-up by the MTA courier on the following day.

The Returning Officer shall be responsible for calling or faxing the MTA Office on the day of election to report the results of the vote by 5:00 pm.

If the results from a school or centre are not reported on the day of the election, or if the sealed envelope is not available for the MTA courier and is not returned by 7:00 pm on the day following the election by other means, the Chairperson of the Nominations Committee shall be obliged to disallow the vote from that school or centre.

PLEASE NOTE THAT IF THE PROCEDURES ARE NOT FOLLOWED, THE VOTE FROM THE SCHOOL OR CENTRE WILL BE DISALLOWED.

13. The count must be held on the day following the election. The counting of the votes will be conducted at the MTA office by the members of the Nominations Committee who shall under the supervision of the Chairperson of the Nominations Committee, each handling the envelope of only one (1) school or centre at a time, open the sealed envelope, count and record the votes; each candidate may be present at this time, if s/he so wishes, and s/he may bring one (1) scrutineer. Candidates and scrutineers may inform themselves of the exact time of the beginning of the count by contacting the Chairperson of the Nominations Committee.

14. When the count is finished, all members of the Nominations Committee present shall sign a statement verifying the results, which the Chairperson of the Nominations Committee shall announce immediately to the candidates present and cause to be published in the schools and centres within the next ten (10) days.
15. Should the difference in votes between the leading candidate and the runner-up for any office be fewer than twenty-five (25), the Chairperson of the Nominations Committee shall automatically authorize a recount of their votes to take place, if necessary, the following day.
16. Any MTA member who has cause to believe that there has been an irregularity in the election procedure shall submit a statement in writing to the Chairperson of the Nominations Committee within ten (10) calendar days of the publication of the results in the schools and centres, giving the particulars of the alleged irregularity and furnishing such reasonable proof of same as s/he may possess.

The Chairperson of the Nominations Committee shall without delay convene a meeting of the Nominations Committee to which s/he shall invite the complainant and any interested parties. If, after hearing the evidence, the Nominations Committee is of the opinion that the charge is substantiated, in part or in whole, it shall then decide whether to order a recount in the school(s) or centre(s) affected, to invalidate the election results from the school(s) or centre(s) affected, or to order a new election.

The findings of the Nominations Committee shall be published in all schools and centres within five (5) calendar days of the hearing.

17. The ballots shall be kept in the MTA office for two (2) months following the election.

MONTREAL TEACHERS **ASSOCIATION** DES ENSEIGNANTES
ET ENSEIGNANTS DE MONTRÉAL

OFFICIAL MTA NOMINATIONS FORM

The following members of the Montreal Teachers Association wish to nominate _____
for the position of _____ for the school years _____.

<u>SIGNATURE</u>	<u>PRINTED NAME</u>	<u>SCHOOL/CENTRE</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
24.		
25.		

SAMPLE

I, _____, do hereby accept the nomination for the position of _____
of the Montreal Teachers Association for the school years _____. I declare that, in
fulfillment of article 5.3 of the MTA Constitution, I served in the position of _____ for the
following period: _____.

(Specify one full school year in the last 10.)

APPENDIX II

REFERENDA PROCEDURES

1. The MTA Representative in each school or centre shall act as the Returning Officer in that school or centre. Should s/he be unable to act, s/he shall appoint a deputy, who should, if possible, be a junior representative.
2. One week prior to a referendum the MTA office shall submit to each school and centre an up-to-date list of all MTA non-members teaching in schools or centres. This list shall be posted by the MTA Representative and any errors or omissions shall be brought to the attention of the MTA office. Immediately prior to the referendum the MTA office shall issue to all schools and centres a reminder publicizing all necessary details.
3. All voting shall normally take place in the schools and centres on the day specified by the Chairperson of the Nominations Committee. However, should an emergency (flood, fire, etc.) necessitate vacating a school or centre on the day fixed, the MTA Representative shall inform the Chairperson of the Nominations Committee as soon as possible and other arrangements for voting will be made, if at all possible. Furthermore, should a specified activity in a school or centre, (professional day, field trip, etc.) result in the majority of the MTA members being out of a school or centre on the date set for the referendum, the MTA Representative shall inform the Chairperson of the Nominations Committee as soon as possible. The Chairperson of the Nominations Committee shall be empowered to allow such schools and centres to vote on the one (1) or two (2) school days preceding the date set for the referendum. No voting shall take place after the date set for the referendum.
4. Voting in each school and centre must take place:
 - (a) in clearly specified polling areas which shall be publicized beforehand by the Returning Officer;
 - (b) at times throughout the school day previously publicized by the Returning Officer, and up to twenty (20) minutes after the school day.

Notwithstanding section (b) above, the Returning Officer may declare the polls closed if the full membership of that school or centre has voted.

5. Two (2) days before the referendum a number of ballots equal to the number of MTA members in their school or centre shall be delivered to the MTA Representative. In addition, extra ballots shall be delivered on the following basis to the MTA Representative:

<u>No. of MTA Members</u>	<u>Extra Ballots</u>
1-40	3
41-80	5
81-120	7
121-160	9

The MTA shall also provide a Voters' List for each school and centre. The Returning Officer must ensure that all voters print their names and then sign their names on the Voters' List when they are issued ballots. The Voters' List must be returned to the MTA in the envelope provided along with the ballots and the tally sheet.

The MTA Representative:

- (a) **should** immediately notify the MTA office of their receipt;
- (b) **shall** be responsible for their safekeeping until they are returned to the MTA office.

If, in accordance with regulation 1 above, the MTA Representative is not the Returning Officer, the above duties and responsibilities shall be assumed by the Returning Officer.

6. Ballots shall under no circumstances be:

- (a) distributed throughout the school or centre;
- (b) placed in the hands of voters outside the polling areas;
- (c) inserted in the mail boxes of voters;
- (d) removed from the polling areas by any voter;
- (e) given to other than MTA members in good standing who alone may vote in the referendum.

7. A polling station will be established for those members of the MTA Staff who are MTA members, or for those members of the MTA Executive who may be present at the MTA office on the day of the vote. In addition, members on leave of absence who have paid their annual fee have the right to vote at this polling station, as well as Adult Education teachers who are MTA members and may wish to use this polling station. It may also be used as an emergency polling station should circumstances warrant, at the discretion of the Chairperson of the Nominations Committee.

8. Ballots will be marked with a check or a cross within the appropriate square; any other marks or inscriptions on the ballot shall invalidate the ballot. Any voter who has accidentally spoiled their ballot shall immediately tear it in half in the presence of the Returning Officer, who shall place the torn ballot in the envelope and issue a new ballot.

9. The counting of votes will be conducted in each school or centre immediately after the close of poll by the Returning Officer in the presence of a witness. The Returning Officer and a witness shall account for all ballots (used, unused, spoiled), record the vote and sign the tally sheet. Any scrutineers present may sign the tally sheet. All ballots (used, unused, spoiled), and the tally sheet shall be placed in the envelope provided and sealed.

10. The Returning Officer shall be responsible for giving the sealed envelope containing the ballots, the tally sheet, as well as the Voter' List duly signed, in to the school or centre office on the day of the referendum, for pick-up by the MTA courier on the following day.

The Returning Officer shall be responsible for calling or faxing the MTA Office on the day of the referendum to report the results of the vote by 5 pm.

If the results from a school or centre are not reported on the day of the referendum, or if the sealed envelope is not available for the MTA courier and is not returned by 7:00 pm on the day following the referendum by other means, the Chairperson of the Nominations Committee shall be obliged to disallow the vote from that school or centre.

PLEASE NOTE THAT IF THE PROCEDURES ARE NOT FOLLOWED, THE VOTE FROM THE SCHOOL OR CENTRE WILL BE DISALLOWED.

11. The count must be held on the day following the referendum. The counting of the votes will be conducted at the MTA office by the members of the Nominations Committee who shall under the supervision of the Chairperson of the Nominations Committee, each handling the envelope of only one (1) school or centre at a time, open the sealed envelope, count and record the votes. The Returning Officer and the witness must also ensure that the Voters' List is included in the envelope, and that the number of voters' names on the list is equal to the total number of votes.
12. When the count is finished all members of the Nominations Committee present, shall sign a statement verifying the results. The Chairperson of the Nominations Committee shall announce them immediately and cause them to be published in the schools and centres within the next ten (10) days.
13. Should the difference in the votes of the referendum be fewer than twenty-five (25), the Chairperson of the Nominations Committee shall automatically authorize a recount to take place, if necessary, the following day.
14. Any MTA member who has cause to believe that there has been an irregularity in the referendum procedure shall submit a statement in writing to the Chairperson of the Nominations Committee within ten (10) calendar days of the publication of the results in the schools and centres, giving the particulars of the alleged irregularity and furnishing such reasonable proof of same as s/he may possess.

The Chairperson of the Nominations Committee shall without delay convene a meeting of the Nominations Committee to which s/he shall invite the complainant and any interested parties. If, after hearing the evidence, the Nominations Committee is of the opinion that the charge is substantiated, in part or in whole, it shall then decide whether to order a recount in the school(s) or centre(s) affected, to invalidate the referendum results from the school(s) or centre(s) affected, or to order a new referendum.

The findings of the Nominations Committee shall be published in all schools and centres within five (5) calendar days of the hearing.

15. The ballots shall be kept in the MTA office for two (2) months following the referendum.

RULES OF ORDER

1. WHAT IS A MOTION?

A motion is a statement of a proposed action. The main body of the motion should begin with the words "Be it resolved that". A motion may be preceded by the reasons for the proposed action. These normally begin with the word "whereas".

e.g. Whereas the winters are cold
 Be it resolved
 That everyone buy warm coats

The two major failings are

- (a) motions which fail of intent, that is, they don't say what they mean, e.g., Be it resolved that the MTA do something about class size;
- (b) motions which propose action which cannot be taken by the Association, e.g., Be it resolved that the School Board reduce class size.

2. WHEN CAN I PROPOSE A MOTION?

- (a) Most motions originate in a school or centre and should be sent to the MTA office at least one (1) week before a Representatives Assembly, to be typed up and distributed to all schools and centres.
- (b) A written motion may be submitted to the Chairperson immediately prior to a meeting.
- (c) A motion which grows out of business on the floor may be proposed as long as there is no other motion under consideration at the time.
- (d) A motion may be proposed under New Business.

3. WHO CAN MOVE AND SECOND A MOTION?

The mover and seconder of a motion must be present at the assembly to which it is being proposed.

Those who may move and second motions are:

- (a) Any member in good standing at a General Meeting.
- (b) Any elected Representative or Executive member present at a Representatives Assembly.
- (c) Any person substituting for the elected Representatives at a Representatives Assembly.

4. WHO MAY WITHDRAW A MOTION?

Only the mover and seconder of a motion may withdraw it, and only before the vote has been taken.

5. WHAT DOES "SPEAKING TO THE MOTION" MEAN?

You may speak for or against any motion but your comments must be relevant to the topic. "Speaking to the motion" means sticking to the point.

6. WHY AM I OUT OF ORDER?

You are out of order when you are not speaking to the motion, or when you attempt to introduce an item of business out of its proper order on the agenda.

7. WHEN CAN I SPEAK TO A MOTION?

After it has been moved and seconded but before it has been voted on. You must first be recognized by the Chair.

8. WHAT DOES IT MEAN WHEN THE CHAIR RECOGNIZES YOU?

It means you have the right to speak.

9. HOW MANY TIMES MAY I SPEAK TO A MOTION?

In a Representatives Assembly you may speak to a motion as many times as you wish. However, anyone who has not yet spoken must be given the chance to do so before you may speak again. In a General Meeting you may speak only once to any motion.

10. IS THERE AN APPEAL TO THE CHAIR AS TO WHO SHALL SPEAK FIRST?

No.

11. WHY DO WE TABLE MOTIONS?

Because we are not yet ready to make a decision.

12. HOW DO WE DEBATE A TABLED MOTION?

First it must be moved to take it from the table. If that motion is passed the original motion is then open for discussion. A tabled motion takes precedence over new motions.

13. WHAT IS AN AMENDMENT?

An amendment is a proposed change to the original motion. It may not contradict the spirit of the original motion. A common form of amendment is to divide into parts so that the Assembly may vote on each part separately.

14. WHEN DO WE VOTE ON AN AMENDMENT?

An amendment is voted on before the original motion. However, if the mover and seconder of the original motion accept the amendment, then it becomes part of the original motion and need not be voted on.

15. WHAT HAPPENS WHEN THE SECONDER OF THE ORIGINAL MOTION DOES NOT CONCUR WITH AN AMENDMENT?

- (a) The mover of the original motion may ask for another seconder who will accept the amendment, or
- (b) The amendment may be moved, seconded, and voted on.

16. CAN WE DEBATE THE MAIN MOTION AFTER VOTING ON AN AMENDMENT?

Yes.

17. CAN I VOTE FOR AN AMENDMENT AND AGAINST THE MOTION?

No, a motion should continue to be amended until it can be passed, if the previous amendments have been adopted.

18. HOW MAY WE HAVE A MOTION RECONSIDERED?

A motion to reconsider a previous motion is in order at any subsequent meeting of the Representatives Assembly. Only a person who voted with the prevailing side on the original motion may move to reconsider. If the motion to reconsider is passed, the original motion is treated as if the vote had never been taken and is open to debate.

19. WHEN CAN A MOTION BE RESCINDED?

A motion to rescind may be passed at any time but it requires a two thirds (2/3) majority.

20. WHO CAN VOTE?

At a Representatives Assembly:

- (a) The Executive (not the Professional Staff);
- (b) The elected Representatives;
- (c) Persons substituting for Representatives.

At a General Meeting:

All members in good standing.

The Chairperson is never allowed to vote unless there is a tie, at which time s/he casts the deciding vote.

21. WHEN MAY I ASK TO HAVE THE VOTE RECORDED?

You may ask to have the vote recorded before it is taken if you feel that the actual numerical results are important. If there is a close vote, the Chairperson will ask for the vote to be taken again so that a count may be done.

22. WHAT PERCENTAGE IS NECESSARY TO CARRY A MOTION?

Fifty percent plus one. There are some exceptions. See attached table.

23. WHAT IS AN ABSTENTION?

It is a refusal to vote for or against a motion. Abstentions are not considered votes and the motion is passed or defeated on the basis of yeas and nays only. For example, 6 for, 2 against and 83 abstentions would mean that the motion is carried.

24. WHAT IS A QUORUM?

A quorum is an agreed upon number of members at a meeting necessary to conduct business. The MTA Constitution establishes quorums for Representatives Assemblies and General Meetings.

25. WHAT IS AN EMERGENCY MEASURE?

An emergency measure is an action decided upon when there is less than a quorum present. It permits the meeting to conduct essential business without a quorum. Any decisions so taken may be overturned immediately there is a quorum.

26. WHY DO WE "MOVE TO PUT THE QUESTION"?

We "move to put the question" to cut off debate. It means that the main motion is to be voted upon without further discussion. The motion "to put the question" is not debatable.

27. WHEN CAN I "MOVE TO PUT THE QUESTION"?

At any time because it is a point of order and takes precedence over the debate. The Chairperson may use their discretion and refuse to entertain such a motion. The motion is not carried unless it has a two thirds (2/3) majority.

28. WHAT DOES "MOVING THAT THE QUESTION BE NOT PUT" MEAN?

It means that a decision should not be taken. It suspends the vote. As it is very confusing it should be used sparingly.

29. WHAT IS A PROCEDURAL MOTION?

A procedural motion deals with the actual conducting of the meeting, e.g. Be it resolved that we move from item 2 to item 4 on the agenda.

30. CAN WE DEBATE A PROCEDURAL MOTION?

No.

31. WHAT ARE HOUSEKEEPING MOTIONS?

Motions which deal with the regular business of the Association, e.g. monthly expenditures, electing committees, etc.

32. CAN A MOTION TO ADJOURN BE DEBATED?

No.

33. CAN A POINT OF ORDER BE ENTERTAINED AFTER A MOTION FOR ADJOURNMENT HAS BEEN MADE?

No.

34. WHAT IS THE DIFFERENCE BETWEEN ADJOURNING AND RECESSING A MEETING?

An adjournment marks the end of the meeting. A recess is a break of any duration within a meeting. A set of minutes and a new agenda do not have to be produced prior to the second part of a recessed meeting.

35. WHAT HAPPENS IF THE CHAIRPERSON IS OUT OF ORDER?

Their ruling should be challenged.

36. WHEN AND HOW MAY WE CHALLENGE THE RULING OF THE CHAIR?

A challenge of the ruling of the Chair is a point of order and therefore may be made at any time. You simply advise the chairperson that you wish to challenge their ruling and explain your reasons for doing so. The Assembly will then vote to uphold or overturn the ruling of the Chair.

37. WHAT IS A POINT OF PRIVILEGE?

Questions relating to the rights and privileges of the assembly or any of its members. They take precedence over all other questions except a motion to adjourn.

38. WHAT IS A POINT OF ORDER?

Questions relating to the running of the meeting. (See numbers 27 and 36.)

39. WHEN CAN I ASK FOR CLARIFICATION?

Before the vote is taken on a motion. A point of clarification may be raised to ask for information.

40. HOW DO I GET AN ITEM ON THE AGENDA?

- (a) By submitting it to the MTA office at least one 24 hours before a Representatives Assembly.
- (b) By submitting it in writing to the Chairperson before the meeting is called to order.

41. CAN I CHANGE THE ORDER OF THE AGENDA?

Yes. You must make a motion to that effect. Normally, it should be done at the beginning of a meeting.

42. WHY DO WE ADOPT THE MINUTES?

Adoption of the minutes signifies that it is a true record of the preceding meeting.

43. WHAT IS THE DIFFERENCE BETWEEN RECEIVING AND ADOPTING A REPORT?

When a report is received we are simply acknowledging its existence. If we adopt a report we are ratifying its recommendations.

44. WHAT IS A "COMMITTEE OF THE WHOLE"?

It is when the whole assembly forms itself into a private committee. No minutes are taken, and no vote may be taken while in the committee of the whole. It is a procedure used to conduct confidential business.

1. An affirmative vote on this motion cannot be reconsidered because one may move “to take the question from the table” at any time.
2. The objection can only be made when the question is introduced.
3. The chairperson has some discretion on this question; if s/he believes that both sides have not been fully heard, s/he may refuse to entertain the motion “to put the question”. Furthermore, the person who has just spoken to a motion may not then move to put the question.

	Undebatable	Opens main question to debate	Cannot be amended	Cannot be reconsidered	Requires a 2/3 vote	Does not need to be seconded	In order when another has the floor
1. Adjourn	X		X			X	
2. Fix the time to adjourn							
3. Amend							
4. Amend an amendment			X				
5. Amend the rules					X		
6. Appeal relating to indecorum	X		X				X
7. Appeal, all other cases			X				X
8. Commit or refer		X					
9. Lay on the table	X		X ⁽¹⁾				
10. Objection to consideration of a question ⁽²⁾	X		X		X	X	X
11. Put the question ⁽³⁾	X		X		X		
12. Questions of privileges							
13. Reconsider a debatable question		X	X	X			
14. Reconsider an undebatable question	X		X	X			
15. Rescind		X			X		
16. Suspend the rules	X		X	X	X		
17. Take from the table	X		X				
18. Take up a question out of its proper order	X		X		X		
19. Withdraw a motion	X		X				

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
www.mta-aeem.com
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
www.qpat-apeq.qc.ca

OTHER IMPORTANT NUMBERS

- | | | |
|---|------------------|---|
| ♦ Caisse Desjardins de l'éducation | Toll Free
Fax | 1-877-442-3382
514-351-1268 |
| ♦ Employee and Family
Assistance Programme | Morneau Shepell | 1 877 257 5557 (eng.)
workhealthlife.com
1 800 361-2433 (fr.)
travailsantevie.com |
| ♦ English Montreal School Board | | 514 483-7200 |
| ♦ Retraite Québec/CARRA | | 1 800 463-5533 |

INSURANCE COMPANIES

HEALTH, LIFE, DENTAL, AD & D:
PLAN / POLICY NO.: 97001
DIVISION / ACCOUNT NO.: 070

Industrial-Alliance Insurance

CAR/HOME:
The Personal
1-888-476-8737

thepersonal.com/qpat

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