

Montreal Teachers Association



**NEW TEACHERS HANDBOOK
2024-2025**



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

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

We hope that by initiating personal contact, you will feel at ease to call us if there is anything we can do for you.

We also give you this New Teachers Handbook, which we hope covers some topics of interest to you. You can also find a copy of this and many other pertinent documents on the MTA website (mta-aeem.com). The MTA also posts useful information on our Facebook page (facebook.com/MTAAEEM).

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

In solidarity,

A handwritten signature in blue ink that reads 'L. Newton'.

Lori Newton
President
lori@mta-aeem.com

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MTA'S WHO'S WHO

EXECUTIVE MEMBERS

Lori Newton
President

Andrew Adams
Vice-President
Secondary

Michael L'Altrella
Vice-President
Elementary

Joseph Rainone
Vice-President
Adult/Vocational Education

Gail Bernstein
General Chairperson

Christopher Hammock
Treasurer

Samantha Colatriano
Secretary

Michael Gagliano
Member-at-Large

Kathleen Usher
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

Peter Sutherland
Union Advisor

Nadia Greco
Union Advisor

Domenico Di Santo
Union Advisor

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.

MTA PROFESSIONAL STAFF

| LORI NEWTON President lori@mta-aeem.com | PETER SUTHERLAND Union Advisor psutherland@mta-aeem.com |
|--|---|
| Political Life of the MTA (MTA Executive, Reps Assemblies, General Meetings) | Grievances |
| MTA Liaison with EMSB, QPAT, media | Insurance (Health/Dental/Long-term Disability) |
| Chief Negotiator (Local Negotiations) | Maternity, Preventive Leave & Parental Rights |
| MTA-EMSB Parity Committees | Paycheque Questions |
| MTA Constitution Questions | Pension/Retirement |
| | Teacher Performance Appraisals |
| | Oversize Class Compensation |

| NADIA GRECO Union Advisor nadia@mta-aeem.com | DOMENICO DI SANTO Union Advisor domenico@mta-aeem.com |
|--|--|
| Consultation (Teacher Council, Governing Board, Allocation of Resources Committee) | CNESST (work-related injuries) |
| Extra-Curricular Activity Compensation & Value-Added | Workplace Health & Safety |
| Hiring, Assignment & Transfer (Youth Sector) | Hiring & Assignment (Adult Ed. & Voc. Training) |
| Leaves of Absence & Sabbaticals | Special Leave |
| Teacher Workloads (Youth Sector) | Teacher Workloads (Adult Ed. & Voc. Training) |
| Professional Improvement Committee (PIC) | Sick leave/Salary Insurance |

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

Employee Assistance Program



Let us help.

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



Understanding your Employee Assistance Program (EAP).

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

Your EAP is a confidential and voluntary support service that can help you take the first step toward change. Let us help you find solutions to the challenges you face at any age and stage of life.

You and your immediate family members (as defined in your employee benefit plan) can access immediate and confidential support in a way that is most suited to your preferences, comfort level and lifestyle.



No cost

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



Confidentiality

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

Let us help.

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

Download the app now at your device app store.





Convenient access to online resources.



Let us help.

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

Download the app now at your device app store.



Solutions for your **work, health and life.**



Achieve wellbeing

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



Manage relationships and family

- Communication • Separation/divorce
- Parenting



Deal with workplace challenges

- Stress • Performance • Work-life balance



Tackle addictions

- Alcohol • Drugs • Smoking cessation
- Gambling



Find child and elder care resources

- Child care • Schooling
- Nursing/retirement homes



Get legal advice

- Family law • Separation/divorce
- Custody



Receive financial guidance

- Debt management • Bankruptcy
- Retirement

PRIORITY OF EMPLOYMENT LIST (RECALL LIST)

Youth Sector

The Priority of Employment list (aka 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.

A new type of tenure-track contract referred to as E2 contracts allows teachers on the recall list to begin acquiring tenure in situations that would have previously generated a replacement or part-time contract (clause 1-1.23 Provincial Entente).

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 a minimum of 100 consecutive work days each) in two different school years during the last three years.

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

How is the list used?

In June, the School Board sends to each teacher on the recall list a letter informing them of the hiring hall dates.

In August (usually within the week before the end of the summer holidays), the final hiring hall takes place. This is where all teachers on the recall list who did not choose a post in June, or those who gave up their post during the summer, will be placed.

STAFFING, TRANSFERRING, CLOSING SCHOOLS, HIRING

In order to give you a sense of how procedures work for staffing a school, we have prepared an outline of what happens, starting from the point in December when the Teacher 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 Teacher 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. It is possible to apply for a part-time post, however, that would entail also asking for a partial leave of absence without pay.

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 scholasticity is used to break the tie.
14. The school administration informs the Teacher 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 #15) 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 the 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 30th

23. Before June 30th the School Board shall schedule the first placement meeting.

By July 15th

24. The School Board will notify teachers who are on the recall list of 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 6) |
| 2. | General | 101 | English Generalist (Pre-K to 6) |
| 3. | Second Language | 102 | French Generalist (Pre-K to 6) |
| | | 103 | French Specialist |
| 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/ASD students |
| 3. | Special Education | 142 | Special Education for Hearing Impaired students |
| 4. | Special Education | 143 | Closed WINGS/SEEDS/ROOTS/Early Stimulation/Language classes in regular elementary schools |

SECONDARY LEVEL

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

SPECIAL EDUCATION SECONDARY

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

TEACHER EVALUATION

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

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

In the particular case of teachers who have not accumulated 2 years of experience with one employer (or 3 years if more than one employer is involved) within a maximum continuous period of 5 years, they are severely limited in their right to defend themselves. If a process of negative evaluation leads the School Board to terminate such a teacher's contract at the end of a school year (non-reengagement), then they do 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.

EVALUATION (HELPFUL HINTS)

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

Keep in mind that once your name is on the recall list, it cannot be removed without following the procedures in the local agreement to the letter! Try to keep lines of communication open between you and the administration.

TEACHERS' WORKING CONDITIONS

A. Global Workload

Annual Workload

In the new collective agreement, the parties introduced the notion of an annual workload. As a result, on an annual basis of 1,280 hours, a teacher carries out all the characteristic responsibilities prescribed in the general duties performed as part of the assigned professional activities (clause 8-5.01 b).

(32 hours x 40 weeks = 1,280 hours)

This annual workload includes the professional activities to be performed during the work year and the time prescribed to carry them out within the following two elements:

- The workload (teaching, homeroom, supervision, remediation)
- Other professional duties (assigned presence and personal presence)

Some parts could be recurrent time in the schedule, and some could be number of hours per year.

For practical purposes, most elements will remain recurrent on a weekly (elem.) or cycle (secondary) basis.

| | <u>Weekly (or equivalent)</u> | <u>Annually</u> |
|-------------------------------|-------------------------------|-------------------------|
| <u>Kindergarten and Pre-K</u> | <u>23 hours</u> | <u>828 hours</u> |
| <u>Elementary</u> | <u>23 hours*</u> | <u>828 hours</u> |
| <u>Secondary</u> | <u>20 hours</u> | <u>720 hours</u> |

*For elementary teachers (grades 1-6), 1 hour per week (or equivalent) of the educational workload automatically consists of support. This 1 hour per week is not fixed in the teacher schedule. What this means is that only 22 hours of the elementary teachers' weekly workload is fixed in the teacher schedule (clause 8-7.02 c).

Included in the Workload

The teacher's workload shall consist of services which they provide directly to students.

The workload can include:

- Presentation of courses and lessons (i.e. teaching) – elementary and secondary
- Developmental and Cognitive Learning Activities (i.e. teaching) – Pre-K and K
- Support
- Remediation
- Homeroom
- Supervision

Other professional duties include all of the other tasks associated with a teacher's job. For example:

- Collaborative meetings with colleagues
- Discussions, follow-up, communications with other staff members, school administration etc.
- Planning, preparation and marking
- Activities on Pedagogical days

•Other activities covered by the characteristic responsibilities of the general duties mentioned in clause 8-2.01

The time for other professional duties may be annualized, or scheduled on a weekly or cycle basis.

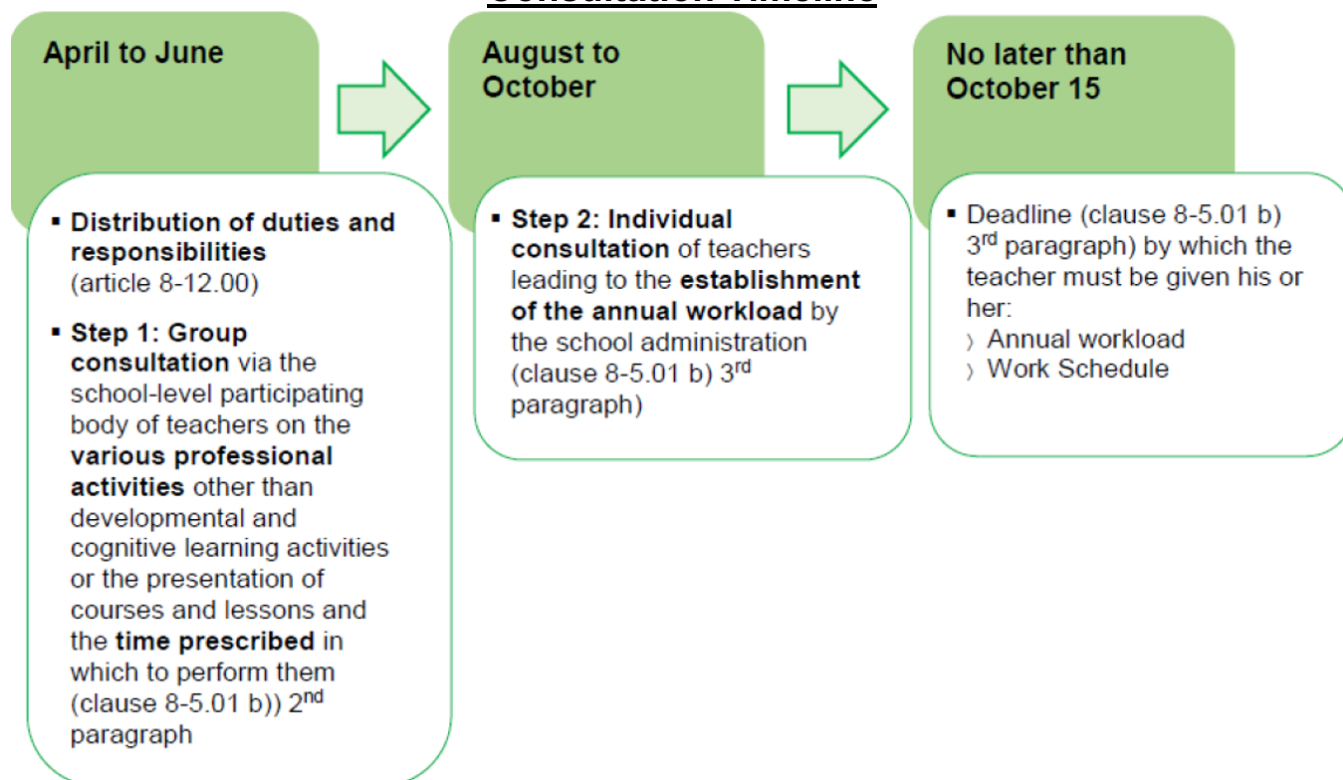
| | Weekly | Annually |
|------------------------|-----------|-----------|
| Kindergarten and Pre-K | *9 hours | 452 hours |
| Elementary | *9 hours | 452 hours |
| Secondary | *12 hours | 560 hours |

Work of a Personal Nature (WPN)

* **5 hours per week** (200 hours per year) within the time for other professional duties shall be determined by the teacher (work of a personal nature), and out of this time, **3 hours per week** (120 hours per year) **shall be carried out at the location determined by the teacher (for example, at home)**

•As in our previous agreement, the time required for the 10 monthly staff meetings and three evenings with parents is included in the 5 hours per week (200 hours per year), and should be subtracted from this time.

Consultation Timeline



B. 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 |

| Students with social maladjustments or learning disabilities | | Board-wide Average | Maximum |
|--|--|-----------------------|---------|
| 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 |

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.

C. 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 all the 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.

D. Deduction of absences

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.

Teachers on maternity, paternity, adoption leave, or an extension of these leaves continue to gain seniority while they are away from work.

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 unpaid 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 (aka the HS7 form)*** (also on the Portal and MTA website), give it to your administrator and send a copy to domenico@mta-aeem.com and healthandsafety@emsb.qc.ca.

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

PAYCHEQUE EXPLANATION

The numbered items listed below correspond to the numbers indicated on the example paycheque 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 \$20.00 [QPAT] (2024/2025). |
| | | |
| 19. | No. of Days Left in Bank | Indicates days left in the current year's sick-leave allocation (insofar as processed), as well as non-moneyable days remaining from the 6-day allocation given when first engaged. |
| | | |
| 20. (a) | Total Taxable | Gross taxable pay (the total of the positive and negative revenues itemized as part of the "Earnings of period" columns (13)). |
| 20. (b) | Deductions | This is the total of the amounts itemized under "Deductions" – column (15). |
| | | |
| 21. | 10 Months Accum. Adjust. | This is the amount accumulating to cover pay periods with fewer than 10 working days (e.g., when the pay period includes statutory holidays or vacation days) including the Christmas break, March break and the Summer holiday. |

SAMPLE PAYCHEQUE

Page 1

| Identification | | Rémunération de la période - Earnings of period | | | | Déductions - Deductions | | |
|--|---|---|-----------------|--------------|-------------------|-------------------------|--------------------------------|--------------------------------|
| | | | Unités Units | Taux Rate | Montant Amount | | Périodique Periodic | Cumul. à ce jour YTD totals |
| Régulier Regular | Paie finissant le Pay period ending 2017-03-04 1 | Elementary (1-6) 388.17\$(1/200) | 10,000,000 | 298,5885 | 2,985,89 | Pension Plans | 253,56 | 1,344,17 |
| Non régulier Non-regular | | Basic salary 388.17\$(1/200) | 0,390625 | 388,1651 | 151,63 | QPP | 153,97 | 769,85 |
| | | 2017-02-20 | | | | QPIP | 16,36 | 81,80 |
| | | Educational activity 150 minutes | 0,390625 | 388,1651 | 151,63 | Group Ins. Teachers | 1,26 | 6,30 |
| | | 2017-02-20 | | | | E.I. | 37,92 | 189,60 |
| | | | | | | IA Reg premiums T | 24,76 | 122,19 |
| | | | | | | IA Basic/comp T | 71,45 | 356,63 |
| | | | | | | Union Dues | 30,73 | 153,65 |
| | | | | | | Can. Saving Bonds | 70,00 | 350,00 |
| | | | | | | Prov. Income Tx | 382,50 | 1,897,24 |
| | | | | | | Fed. Tx | 301,10 | 1,492,44 |
| Employé - Employee | | | | | | 14 | 15 | 16 |
| (3403 - 0) Elementary (1-6) Echelon - Step : 17 | | | | | | | | |
| Institution | | | | | | | | |
| Succursale Branch no | | | | | | | | |
| Service | (5-009) Edward Muir | | | | | | | |
| Taux - Rate annuel | 77,633,00 | | | | | | | |
| Taux - Rate 1/200 | 388,17 | | | | | | | |
| Taux - Rate 1/260 | 298,59 | | | | | | | |
| % poste - position % | 100,0000 | | | | | | | |
| Impôt fédéral Federal tax | Crédit 11635 \$ | Déduction Deduction | | | | | | |
| Impôt prov. Prov. tax | Crédit 11635 \$ | Déduction Deduction | | | | | | |
| Messages | | | | | | | | |
| Each employee has the obligation to validate and inform H R of any discrepancy pertaining to salary. | | | | | | | | |
| 12 | | | | | | | | |
| Banques - Bank | | | | | | | | |
| | | | | | | No | Solde | |
| | | | | | | No | Balance | |
| Annual cash value days | | | | | | 01 | 5,765625 | |
| Non-cash value days | | | | | | 03 | 2,365937 | |
| 17 | | | | | | 18 | 19 | |
| 21 | | | | | | | | |
| 10 months accum. adjust. | | | | | | 6,718,17 | | |
| Sommaires - Summaries | | | | | | | | |
| | | | | | | Périodique Periodic | Cumul. à ce jour YTD totals | |
| Jours payés - No. days paid | | | | | | 10 | | |
| Jours min. éq. - Educ. min. eq. | | | | | | 0 | | |
| Tot. imposable - Tot. taxable | | | | | | 2,985,89 | 14,929,45 | |
| Tot. non imp. - Tot. non-tax. | | | | | | 0,00 | 0,00 | |
| Déductions - Deductions | | | | | | 1,343,61 | 6,763,87 | |
| Total net - Net amount | | | | | | 1,642,28 | 8,165,58 | |
| Tot. payé employé imp. - Tot. paid employee share | | | | | | 0,00 | 0,00 | |
| | | | | | | 20 | | |

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

SALARY SCALE AND PAYMENT SCHEDULE

The pay dates for this school year start on August 22nd, 2024 and every second Thursday thereafter until August 7th, 2025. Below is the salary scale for regular teachers and teachers on contract, indicating the current yearly salary, as well as the increase to the yearly salary effective April 1st, 2025 (the 141st workday of the school year).

| STEP* | CURRENT YEARLY SALARY | YEARLY SALARY AS OF APRIL 1 ST , 2025 |
|-------|-----------------------|--|
| 1 | \$51 461 | \$52 799 |
| 2 | \$54 899 | \$56 326 |
| 3 | \$60 041 | \$61 602 |
| 4 | \$62 409 | \$64 032 |
| 5 | \$64 871 | \$66 558 |
| 6 | \$67 429 | \$69 182 |
| 7 | \$70 088 | \$71 910 |
| 8 | \$72 851 | \$74 745 |
| 9 | \$75 726 | \$77 695 |
| 10 | \$78 711 | \$80 757 |
| 11 | \$80 426 | \$82 517 |
| 12 | \$83 845 | \$86 025 |
| 13 | \$87 409 | \$89 682 |
| 14 | \$91 123 | \$93 492 |
| 15 | \$94 994 | \$97 464 |
| 16 | \$100 246 | \$102 857 |

- * 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.

| | CURRENT HOURLY RATE | HOURLY RATE AS OF APRIL 1 ST , 2025 |
|--|---------------------|--|
| ADULT AND VOCATIONAL RATE (NO LEGAL QUALIFICATION) | \$72.85 | \$74.74 |
| ADULT AND VOCATIONAL RATE (WITH LEGAL QUALIFICATION) | \$78.71 | \$80.75 |
| OCCASIONAL SUBSTITUTE RATE (NO LEGAL QUALIFICATION) | \$51.46 | \$52.79 |
| OCCASIONAL SUBSTITUTE RATE (WITH LEGAL QUALIFICATION) | \$60.04 | \$61.60 |

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.

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 1.9678% (2023) 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 are 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 are 53 years old or over; or
- they are 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 (contact Cecile Gudsuz - cgudsuz@emsb.qc.ca).

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 has been granted as of 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. **PLEASE NOTE THAT THIS DAY HAS NOT BEEN RENEWED BY THE EMSB FOR 2024-2025.**

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 five days which may be taken in half-days.

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

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


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

PROFESSIONAL DAYS

YOUTH SECTOR

- The EMSB has agreed to set a total of 19 pedagogical days for 2024-2025, 12 of which are fixed by the EMSB, and 7 that are determined by each school, after consultation of Teacher Council.
- Two of these 19 days are conditional, one after February 15th and one after April 15th, only if no school days are cancelled due to unforeseen circumstances.
- **** New in the 2023-2028 Provincial Entente:** Five out of 19 pedagogical days may be taken at a location decided by each individual teacher (including telework if the teacher chooses) (Provincial Entente clause 8-5.03)
 - o Of these 5 days, each individual teacher determines the content for 4 days (Provincial Entente clause 8-5.03)
- The content of all remaining local school pedagogical days is subject to consultation at Teacher Council, as per Clause 8-5.03 of the Provincial Agreement, as well as Clause 4-2.09 (i) of the MTA-EMSB Local Agreement.

YOUTH SECTOR – SCHOOL CALENDAR 2024/2025

| | | | | | | | | | | | | | | | | | | | | |
|---|------------------|-----|-----|-----|-----|-----|--|---|-----|-----|-----|-----|-----|---|--------------------------------|-----|-----|-----|-----|-----|
| <div></div> <div>Commission scolaire English-Montréal</div> <div>English Montreal School Board</div> | | | | | | | <div>2024 - 2025</div> <div>CALENDRIER SCOLAIRE ENSEIGNANT(E) S SECTEUR DES JEUNES</div> <div>Répartition des jours de travail</div> | | | | | | | <div>2025</div> <div>SCHOOL CALENDAR TEACHERS YOUTH SECTOR</div> <div>Distribution of Work Days</div> | | | | | | |
| JUILLET / JULY 2024 | | | | | | | AOÛT / AUGUST 2024 | | | | | | | SEPTEMBRE / SEPTEMBER 2024 | | | | | | |
| 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 | 4 | 5 | 6 | | | | | 1 | 2 | 3 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 28 | 29 | 30 | 31 | | | | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 29 | 30 | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| OCTOBRE / OCTOBER 2024 | | | | | | | NOVEMBRE / NOVEMBER 2024 | | | | | | | DÉCEMBRE / DECEMBER 2024 | | | | | | |
| 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 | 4 | 5 | | | | | | 1 | 2 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 27 | 28 | 29 | 30 | 31 | | | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 29 | 30 | 31 | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| JANVIER / JANUARY 2025 | | | | | | | FÉVRIER / FEBRUARY 2025 | | | | | | | MARS / MARCH 2025 | | | | | | |
| 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 | 4 | | | | | | | 1 | | | | | | | 1 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 26 | 27 | 28 | 29 | 30 | 31 | | 23 | 24 | 25 | 26 | 27 | 28 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| | | | | | | | | | | | | | | 30 | 31 | | | | | |
| AVRIL / APRIL 2025 | | | | | | | MAI / MAY 2025 | | | | | | | JUIN / JUNE 2025 | | | | | | |
| 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 | 4 | 5 | | | | | 1 | 2 | 3 | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 27 | 28 | 29 | 30 | | | | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 29 | 30 | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| <div></div> | Holiday / Congés | | | | | | <div></div> | Fixed Professional Days-School Board / Journées pédagogiques fixes-Commission scolaire | | | | | | <div></div> | March Break / Relâche scolaire | | | | | |

| | | | |
|-----------------------------------|--|---|--|
| School Year: | August 23, 2024 to June 27, 2025 | Année scolaire: | Du 23 août 2024 au 27 juin 2025 |
| First Day of Classes: | August 29, 2024 | Première journée de cours: | Le 29 août 2024 |
| Last Day of Classes: | June 20, 2025 | Dernière journée de cours: | Le 20 juin 2025 |
| Spring Break: | March 3, 2025 to March 7, 2025 | Relâche scolaire: | Du 3 mars 2025 au 7 mars 2025 |
| Teaching Days: | 181 | Journées d'enseignement: | 181 |
| Professional Days: | August 23, 26, 27, 28, 2024 June 23, 25, 26, 27, 2025 | Journées pédagogiques: | Le 23, 25, 26, 27 août 2024 Le 23, 25, 26, 27 juin 2025 |
| Fixed Prof. Days: | October 18, 2024 (QPAT Convention) | Journées pédagogiques fixes: | Le 18 octobre 2024 (Congrès APEQ) |
| Board-Wide Prof. Days: | 2 + 1 (School Success Plan) TBD | Journées de perfectionnement: | 2 + 1 (Journée de planification) A déterminer |
| Moveable Professional Days: | 7 (5 + 2) TBD | Journées pédagogiques mobiles: | 7 (5 + 2) A déterminer |
| (*) Non-Working Day for Teachers: | N/A | (**) Journée non-travaillée pour les enseignants: | N/A |

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 2024)

- Individual: \$23.72 (tax included) per pay
- Single parent: \$41.50 (tax included) per pay
- Couple: \$45.06 (tax included) per pay
- Family: \$62.85 (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 incur **any** medical costs and do 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 (as of June 2024)

For those under age 65, the cost (9% tax included) of the plan is \$70.23 per pay (individual), \$94.36 per pay (with single parent), \$133.01 per pay (couple), or \$165.24 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 \$40.77 per pay (individual), \$73.00 per pay (with single parent), \$74.11 (couple) or \$106.33 (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 \$70.23 per pay (individual), \$76.03 per pay (with single parent), \$106.01 per pay (couple), or \$119.91 per pay (entire family).

The amounts above take into account the financial contribution by the employer of \$8.08 per pay (individual) and \$16.17 per pay (single parent, couple, 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.

OPTIONAL INSURANCE PLANS

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.

Life insurance may be bought in units of \$25,000 to a maximum of 6 units. The cost of each unit is **\$1.98** (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. Many teachers opt for some units of the “regular” life insurance and some units of the cheaper AD&D insurance.

Critical Illness

Teachers can also opt for coverage for critical illness diagnosis, which pays a lump sum in the event of a major diagnosis. This lump sum can be complementary to salary insurance/long-term disability insurance. Coverage is available in units of \$5 000, to a maximum of \$500 000. Coverage terminates on the first of the month following your 70th birthday, or upon retirement, whichever comes first. Teachers can also opt for this coverage for their spouse and dependents. Costs vary according to gender, age, and medical history. The insurance carrier is the Industrial Alliance Insurance.

More information on these optional insurances can be found [in this document](#).

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/child's other parent 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 under the guidelines laid out by the CNESST, 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 their 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. 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 **5** days of special leave without loss of salary for visits to their 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 their 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 contributions are covered by the

School Board 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 8 of these weeks may be deferred and then 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/Child’s other parent only

Paternity Leaves:

Under the collective agreement, the father/child’s other parent 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/child’s other parent is then also entitled to choose another 5 consecutive weeks of paternity leave from the School Board, during which time they 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.

c) Adoption Leave

An adopting parent is entitled to paid adoption leaves which are the same as paternity leaves with pay.

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 4 “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: Full-time leave without salary

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

Option b: 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. It may begin on the date chosen by the teacher, but must end no later than 70 weeks following the birth of the child. The leave can occur at any time after the birth and does not have to immediately follow the maternity, paternity or adoption leave. This can be useful for the father/child’s other parent.

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

This option allows the teacher to take a leave for a given 6-month period (e.g., August to December, January to June). for a maximum of 2 years.

Option d: 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 “a)”, “c)”, or “d)”, You may change your option, but only once, subject to certain conditions. The request must be made prior to June 1st of the preceding school year; the change must come into effect at the beginning of the school year and cannot result in extending the original duration of the leave.

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

PROFESSIONAL IMPROVEMENT SYSTEM

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

Please refer to the booklet on our website for information pertaining to teachers who are on a leave.

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, the teacher should submit the form to the PIC anyway and indicate the reason for which the principal has refused to sign the form. The Committee will review all refused absence requests.
- In cases where there is a limit of teachers that can be accepted for a given conference or workshop, 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 TeachersPIC@emsb.qc.ca.
- PIC will only reimburse funds that have been approved by the committee beforehand. Applications that reach the PIC secretary after the monthly deadlines will not be accepted. Teachers are responsible for submitting their own applications.
- Teachers who have been approved for a workshop must contact the PIC secretary if there is any change in their status at the time it is supposed to take place. Examples of this are a teacher who becomes ill and is on salary insurance, or a teacher who is on CNESST. They become ineligible to receive funding at that point, and are not able to attend the workshop.
- Teachers with particular problems or questions should call the MTA.

FINANCIAL ASSISTANCE

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

(1) **MTA Contingency Fund**

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

- (a) That the Contingency Fund be employed for the following purposes:
 - (i) to aid members in particularly distressing financial circumstances as a result of following the policies of the Association;
 - (ii) to aid a teacher who has suffered a loss of salary as a result of a dispute with the School Board which is the subject of an ongoing arbitration under the auspices of the Association;
 - (iii) to aid any representative or delegate of MTA who, by reason of 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

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 | TELUS Health TELUS Santé | 1 877 257 5557 (eng.) one.telushealth.com 1 800 361-2433 (fr.) integrale.telussante.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**