



## Details of the New Local Agreement in Principle 2026 - 2028

### ALL SECTORS

	<b>Section</b>	<b>Summary of Change(s)</b>	<b>Comments</b>
1	3-3.00 Documentation to be provided to the Union	<ul style="list-style-type: none"> <li>• A new annual workload form for all elementary and high school teachers</li> <li>• An annual workload form for all Vocational Training teachers</li> </ul>	Outdated workload forms must be replaced with new forms that reflect the concept of annualization
2	4-2.00 School Council	Several additions to the list of items that Council must be consulted on: recommendation of the teacher to be named as mentor teacher; the collective workload consultation (time devoted to the three required evenings, staff meetings, etc.)	Required updates to align with the Provincial Collective Agreement 2023-2028
3	4-2.00 School Council	Addition of a clause specifying the role of the Chairperson of Council: <ul style="list-style-type: none"> <li>- to prepare and post the agenda prior to each meeting;</li> <li>- to call the meeting to order;</li> <li>- to announce the business of the meeting, according to the agenda;</li> <li>- to recognize members entitled to speak;</li> <li>- to handle any motions that arise;</li> <li>- to ensure that at the beginning of each school year that the Council establishes its rules of internal procedures</li> </ul>	This clarifies an issue that has occasionally been a source of conflict at some schools.
4	5-5.00 Promotion	Requirement to inform MTA by November 15 <sup>th</sup> of all teachers named as Staff Assistant, Head Teacher, Department Head, Mentor teacher, as well as any release from their workload	Allows MTA to maintain more up-to-date membership lists.
5	5-6.00 Personal File	Teachers must notify the EMSB at least 5 working days in advance of their intention to consult their personal file	Increase from 48 hours to 5 days

6	5-6.00 Disciplinary Measures	The EMSB may send a notice of investigative/disciplinary meetings to teachers via email.	Formalizes current practice
7	5-7.00 Dismissal	The DG/ADG will have the power to dismiss a regular teacher, instead of the Council of Commissioners. A timeline of notification of dismissal remains intact and the teacher and the union are provided an opportunity to make representations on behalf of the teacher to the Director General/Assistant Director General at a meeting convened for this purpose.	To align with the current EMSB delegation of powers to DG.
8	5-14.00 Special Leave	Please see attached document outlining the specific changes to Special Leave Provisions.	
9	5-15.00 Leaves of Absence	A teacher who requests a full-time leave of absence without pay in order to take up full-time study must provide proof that the field of study is related to the field of education or to the teacher's position.	EMSB demand in the context of teacher shortage.
10	6-8.00 Payment of Salary	If a teacher is overpaid for some reason, the Board will be permitted to recoup 10% of the teacher's net salary on each pay until the overpayment is recouped.	Reduction of the amount currently in place (was 20% of gross salary).
11	6-8.00 Payment of Salary	Monies owed to teachers for oversize class compensation will be paid twice a year: <ul style="list-style-type: none"> <li>- First day of school to January 31 – paid in March</li> <li>- February 1 to last day of school – paid in July</li> </ul>	Paying the owed amounts twice a year instead of three will reduce the number of errors made and result in payments being made on time.
12	8-5.00 Calendar	The EMSB must consult MTA each year on the placement of the "teacher-led" professional days when establishing the calendar.	Considering the Board's choice of these professional days this year, it is important that MTA be able to provide feedback to the Board during the calendar consultation process.
13	Letter of Agreement G Value-Added	Clarify that any session of any activity must last at least 30 minutes in order to make a value-added claim of any kind.	Clarifies a requirement found in the Provincial Agreement re: value-added
14	Letter of Agreement H Calculation of Absences	<ul style="list-style-type: none"> <li>• A full day of absence is recorded as one full day regardless of a teacher's schedule. <i>(No change)</i></li> <li>• A partial day of absence is recorded as a fraction as follows: <ul style="list-style-type: none"> <li>a) The denominator is 384 minutes.</li> </ul> </li> </ul>	For partial day absences, the increase in the denominator from 300 to 384 minute better reflects the portion of the day missed.

		<p>b) The numerator is the number of minutes missed of teaching time, homeroom, supervision and assigned presence.</p> <p>c) Assigned remediation (i.e. tutorials), personal presence and encadrement are not included in the numerator.</p>	
15	5-1.00, 11-2.00, 13-3.00 Priority of Employment Lists	A teacher can be suspended from the recall list and have their substitution card revoked if they are involved in a criminal case that the Board considers prejudicial as an employer.	There are already provisions of this nature concerning regular teachers who can be suspended without pay in situations of criminal accusations.

## YOUTH SECTOR

16	4-3.00 Allocation of Resources Committee (ARC)	Addition of a requirement for the ARC in each elementary and high school to meet at least three times per school year.	Required in order to ensure that ARC meets regularly enough to conduct the necessary business
17	4-3.00 Allocation of Resources Committee (ARC)	Addition of a clause specifying the role of the Chairperson of ARC ( <i>same as #3 above</i> )	This clarifies an issue that has occasionally been a source of conflict at some schools.
18	5-1.00 Priority of Employment Lists (Youth Sector)	Criteria to be placed on the recall list remains two contracts of at least 100 days each in two of the last three years <b>BUT</b> as of 2026-2027, it will be possible to combine two shorter contracts at the same school in the same school year to reach the 100-day criteria.	<ul style="list-style-type: none"> <li>• Increased flexibility for teachers to combine two shorter contracts at the same school to have their name added to the recall list.</li> <li>• Example: one contract of 65 days, and another of 50 days at the same school can now be combined to reach the 100-day criteria.</li> </ul>
19	5-1.00 Priority of Employment List (Youth Sector)	Recognition of qualification through experience if the teacher has been assigned to posts in that category for at least 2 contracts of 100+ days ( <i>see above</i> ) and who have received a satisfactory performance appraisal	<ul style="list-style-type: none"> <li>• Aligns with provisions in the Provincial Entente that apply to regular teachers.</li> <li>• The Board will consider experience gained in 2024-2025 and 2025-2026 when teachers on recall report which categories they would like to be recognized for the June 2026 recall list.</li> <li>• Applies to the following categories: 141 (Special Education in Social Affairs Schools/Autistic Students), 142 (Special Education for hearing impaired students), 143 (Closed Special Education Classes in Regular Elementary Schools), 120 (ELA, Drama), 121 (FSL, FLE), 126 (Math), 128 (Science), 129 (Social Science, CCQ), 130 (Personal Development), 131 (Other Languages), 150 (Special Education/Resource in Regular High Schools), 151 (Special Education in Social Affairs Schools), 152 (Special</li> </ul>

			Education for hearing impaired students), 153 (John Grant/LINKS), 154 (Outreach) <ul style="list-style-type: none"> <li>• For cat. 126 &amp; 128, the 2 contracts must have been in cycle 2</li> </ul>
20	5-1.00 Priority of Employment List (Youth Sector)	When posts are listed on the vacancy list for recall teachers, a category will only be listed if it represents 20% or more of the workload	Formalizes EMSB's current practice
21	5-1.00 Priority of Employment Lists (Youth Sector)	<ul style="list-style-type: none"> <li>• The June staffing session for recall teachers will include all available posts for both elementary and high schools.</li> <li>• Provisions made to hold meeting online, no earlier than 5 working days prior the last day of class in elementary schools, and no later than June 30.</li> </ul>	Formalizes current practice
22	5-1.00 Priority of Employment Lists (Youth Sector)	In place of an August staffing meeting, the EMSB will offer new available posts by email to teachers who did not select a post at the June staffing meeting – this will occur 5 to 10 working days before the first day of work for teachers.	In order to respect the “no movement of personnel after August 8 <sup>th</sup> ” clause in the 2023-2028 Provincial Entente, this was done for the first time in August 2025 and was much more efficient than a placement meeting
23	5-1.00 Priority of Employment Lists (Youth Sector)	Maintain the possibility for a recall teacher to name a proxy to act on their behalf at the staffing meetings, while removing the possibility of the teacher naming either the MTA or HR as a proxy.	
24	5-1.00 Priority of Employment Lists (Youth Sector)	If a teacher renounces a position accepted in June prior to the first day of work it will count as a refusal of a post. This teacher will not be included in the email offering of new positions in August.	Minimizes the chance of a teacher “holding” a position at the expense of other teachers who otherwise would have chosen this post.
25	5-1.00 Priority of Employment Lists (Youth Sector)	Recall teachers will now be able to refuse regular contracts in both June AND August before being ineligible for a regular contract that school year.	Previously teachers were ineligible for regular contracts if they refused a regular position at the June recall meeting.
26	5-21.00 Assignment and Transfer (Youth Sector)	<ul style="list-style-type: none"> <li>• Elimination of the first round of voluntary transfers.</li> <li>• Modification of form for second round of voluntary transfers to include options of desired schools in addition to specific posts from the vacancy list (combining the 2 rounds into a single round of voluntary transfer).</li> </ul>	This additional round of voluntary transfers was first negotiated in 2017, but the small number of teachers requesting a transfer in the 1 <sup>st</sup> round does not justify the work required to process them.
27	5-21.00 Assignment and Transfer (Youth Sector)	The right of return to their original school for excess teachers can only be exercised up to August 8 <sup>th</sup> .	Required updates to align with the Provincial Collective Agreement 2023-2028 as there can be no movement of personnel after August 8 <sup>th</sup>

28	5-21.00 Assignment and Transfer (Youth Sector)	Fall Procedure for Excess Teachers – eliminated	Required to align with the Provincial Collective Agreement 2023-2028 as there can be no movement of personnel after August 8 <sup>th</sup>
29	5-21.00 Assignment and Transfer (Youth Sector)	Creation of new section dealing with the hiring and staffing process for E2 teachers (confirmation of placement for following year, possibility of voluntary transfer to another E2 position, offering of E1 regular positions, all before June recall meeting)	<ul style="list-style-type: none"> <li>• Required to align with the Provincial Collective Agreement 2023-2028</li> <li>• Detailed information on the E2 staffing process and contracts can be found on the MTA website</li> </ul>
30	8-5.00 Calendars	Twenty professional days in the youth sector	Formalizes what MTA fought for on behalf of teachers in 2024-2025, to align with annual workload parameters (previously 19 professional days meant that teachers were being assigned more teaching hours per year than they should have been).
31	Annex D Teaching Categories	Modify existing categories: Category 129 (Social Studies): Geography, History, Economics, Entrepreneurship, Business Subjects, CCQ (Culture and Citizenship of Quebec) Category 130 (Personal Development): POP (Personal Orientation Project)	<ul style="list-style-type: none"> <li>• Remove ERC (course no longer exists)</li> <li>• Add CCQ (Culture and Citizenship of Quebec) to Category 129 (Social Studies).</li> <li>• Regular teachers with 50%+ in CCQ will automatically be transferred to cat. 129.</li> <li>• Recall teachers recognized as qualified in cat. 130 to teach ERC can chose to maintain cat. 130 to teach POP or change cat. 130 for another category for which they are qualified.</li> </ul>
32	Annex D Teaching Categories	Add two new categories: Category 153: Special Education – John Grant, LINKS  Category 154: Special Education – Outreach schools	<ul style="list-style-type: none"> <li>• Currently teachers at John Grant/LINKS/outreach schools are in the same cat. 150 as HS resource teachers, despite their work being very different.</li> <li>• Regular teachers at John Grant/LINKS will automatically be transferred to cat. 153.</li> <li>• Recall teachers recognized as qualified in cat. 150 to teach at John. Grant/LINKS can choose to maintain cat. 150 to teach resource in regular high schools, or replace cat. 150 with another category for which they are qualified.</li> <li>• Regular teachers in outreach schools will automatically be transferred to cat. 154.</li> <li>• Recall teachers recognized as qualified in cat. 150 to teach in outreach schools can chose to maintain cat. 150 to teach resource in regular high schools, or replace cat. 150 for another category for which they are qualified.</li> </ul>

33	Annex D Teaching Categories	Category 107 (“Other Elementary Specialists”) will be renamed “Elementary Science Specialist.”	<ul style="list-style-type: none"> <li>• Regular teachers currently in cat. 107 with 50%+ in Science will remain in cat. 107.</li> <li>• Regular teachers currently in cat. 107 in subjects other than science will be reclassified in category 100, 101, 102 or other as appropriate as of 2025-2026.</li> <li>• Recall teachers previously recognized as qualified for cat. 107 for the purpose of teaching science may choose to maintain this category on the recall list should they be qualified in Science.</li> <li>• Recall teachers previously recognized as qualified for category 107 for the purpose of teaching subjects other than Science can replace cat. 107 with another category for which they are qualified.</li> </ul>
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## **ADULT EDUCATION**

34	11-00 Adult Education	<ul style="list-style-type: none"> <li>• Clarification that all teachers, including all those on the recall list, are eligible to request an unpaid leave of absence.</li> <li>• Clarification that such teacher must still choose an assignment in order to maintain their position on the recall list.</li> </ul>	Formalizes current practice where the EMSB can grant hourly-paid teachers in AE an unpaid leave of absence.
35	11-00 Adult Education	<ul style="list-style-type: none"> <li>• AE recall teachers must request any revision of their specialties no later than June 15.</li> <li>• AE recall teachers must request any revision of their seniority no later than August 10.</li> </ul>	Earlier dates than previously, in order to ensure corrections are made well in advance of the staffing sessions in August.
36	11-2.00 Adult Education	Multi-level classes in CCBE and Academic English will be limited to three levels per class.	A necessary limit in order to make the workload of teachers of these multi-level classes more manageable.
37	11-2.00 Adult Education	Clarification that the Board’s obligation to offer any new posts that become available within 5 days of the staffing meeting to teachers with a workload of less than 20 hours per week applies only to the August staffing session.	Formalizes current practice
38	11-2.00 Adult Education	<ul style="list-style-type: none"> <li>• EMSB must inform AE teachers of the date(s) of placement meetings no later than July 15.</li> <li>• One week prior to the staffing meeting date, each AE teacher will be notified of their unique time slot to select their post.</li> </ul>	Ensures that AE teachers are informed well in advance of the staffing sessions dates/times.

39	11-2.00 Adult Education	Hourly-paid AE teachers who are assigned to teaching posts will receive a confirmation of employment letter from the EMSB.	Formalizes current practice
40	11-2.00 Adult Education	Addition of an obligation for the EMSB to meet MTA each year, no later than June 1, to examine the number of 800-hour workloads in each subject and in each Centre	Increased transparency to focus on the number of 800 hour workloads being offered
41	11-2.00 Adult Education	Addition of an obligation for the EMSB to provide the MTA the list of all available posts at the same time the list is made available to recall teachers	Increased transparency
42	11-2.00 Adult Education	<ul style="list-style-type: none"> <li>• Substitution shall be considered long term when the substitute teacher replaces the absent teacher for the equivalent of 10 consecutive days (40 hours).</li> <li>• As of the 41<sup>st</sup> hour the legally-qualified replacement teacher shall be entitled to payment according to their applicable salary scale and this retroactively to the beginning of the substitution. Any absence of the substitute teacher for 6 hours or less during the accumulation of the 40 hours shall not interrupt this accumulation.</li> </ul>	<ul style="list-style-type: none"> <li>• Required to align with the Provincial Collective Agreement 2023-2028</li> <li>• Based on the contract trigger in the youth sector, which decreased from 40 days to 20 days</li> </ul>
43	11-2.00 Adult Education	EMSB required to provide additional information on the job postings for recall teachers (traditional taught course vs individualized, whether the course has any distance learning component)	Formalizes EMSB's current practice - teachers will have all the pertinent information in order to make informed choices about available workloads.

## **VOCATIONAL TRAINING**

44	5-21.00 Assignment and Transfer (Vocational Training)	Regular teachers in VT will be asked to indicate their preference for day or evening, as well as their preference to teach in August or not.	The requirement to ask preference re: teaching in August formalizes in the agreement a practice that was not always applied consistently in every Centre.
45	13-3.00 Vocational Training	<ul style="list-style-type: none"> <li>• The EMSB must send the updated recall lists to all VT recall teachers and the MTA no later than July 15.</li> <li>• VT recall teachers must request any revision of the recall lists (seniority) no later than July 25.</li> </ul>	Earlier dates than previously, in order to ensure corrections are made well in advance of the offering of workloads for the following school year.
46	13-3.00 Vocational Training	Hourly-paid VT teachers who are assigned to teaching posts will receive a confirmation of employment letter from the EMSB.	Formalizes current practice

47	13-3.00 Vocational Training	<ul style="list-style-type: none"> <li>• Substitution shall be considered long term when the substitute teacher replaces the absent teacher for 10 consecutive days (36) hours.</li> <li>• As of the 37<sup>th</sup> hour the legally-qualified substitute teacher shall be entitled to payment according to their own applicable salary scale and this retroactively to the beginning of the substitution. Any absence of the substitute teacher for 6 hours or less during the accumulation of the 36 hours shall not interrupt this accumulation.</li> </ul>	<ul style="list-style-type: none"> <li>• Required to align with the Provincial Collective Agreement 2023-2028</li> <li>• Based on the contract trigger in the youth sector, which decreased from 40 days to 20 days</li> </ul>
48	13-3.00 Vocational Training	<p>Addition: For each week a vocational training teacher is assigned 30 hours of teaching, 10 hours of Other Professional Duties are deemed to be completed (5 hours of assigned presence, and 5 hours of work of a personal nature as determined by the teacher).</p>	<ul style="list-style-type: none"> <li>• A necessary adjustment in order to reflect the fact that when a VT teacher is teaching 30 hours in a given week, they are still doing the required preparation without this being recognized in their workload.</li> <li>• Teachers will be scheduled for less OPD in blocks of time that make no sense, as they have already done much of the OPD during weeks of 30 hours of teaching.</li> </ul>
49	13-3.00	EMSB required to provide additional information on the job postings for recall teachers (traditional taught vs individualized, whether the course has any distance learning component)	Teachers will have all the pertinent information in order to make informed choices about available workloads.
50	Letter of Agreement D 30 hour weeks in VT	MTA and EMSB have agreed to meet to re-negotiate this matter at the conclusion of the ongoing arbitration on this topic	MTA will be looking to further limit the number of weeks of 30 hours of teaching according to the eventual arbitration decision

## **SPECIAL LEAVE PROVISIONS (ALL SECTORS)**

Maximum of 8 total special leave days per year as per clause 5-14.01 of the Provincial Entente

<b>Type of Special Leave</b>	<b>Current Provisions</b>	<b>New Provisions</b>	<b>Comments</b>
<b>Bereavement (Immediate Family)</b>	<ul style="list-style-type: none"> <li>• a maximum of five consecutive work days, commencing on the date of death. The teacher may keep one of these days for the funeral or burial at a later date</li> <li>• “immediate family” = parents, parent-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</li> </ul>	<ul style="list-style-type: none"> <li>• Maintain current definition of immediate family.</li> <li>• A maximum of seven days, work days or not, commencing on the date of death <b>OR</b> including the day of the commemorative service, at the teacher’s choice. If the teacher chooses to take their leave commencing on the date of death, they may keep one day for the commemorative service that occurs at a later date. If the teacher chooses to take their leave at a later time including the date of the commemorative service, they will not be entitled to defer any days for future use.</li> <li>• In the event that the teacher has finished their work day, the leave commences on the day following the date of death.</li> <li>• In the event of a family member receiving end-of-life care and medical assistance in dying, the teacher can begin their leave as of the day preceding the death.</li> <li>• Teachers who are not actively working due to the summer break are not eligible for bereavement leave. However, if a death in the immediate family occurs during the summer break, within the seven days preceding the teacher’s scheduled return to work in July or August, the teacher will</li> </ul>	<ul style="list-style-type: none"> <li>• Updated to reflect changes in the Provincial Collective Agreement 2023-2028</li> <li>• Greater flexibility for teachers who are grieving.</li> </ul>

		<p>qualify for a pro-rated bereavement leave.</p> <ul style="list-style-type: none"> <li>• If the teacher must travel more than 240km, they may benefit from one additional day of bereavement leave. If travel of more than 480km is required, two additional days may be granted.</li> </ul>	
<b>Bereavement (Extended Family)</b>	one work day (aunts, uncles, nieces, nephews)	No change	
<b>Christening/Baptism/Brith</b>	the day of the event	No change	
<b>Marriage in the Family</b>	The marriage or civil union of the teacher's father, mother, brother, sister, child or grandchild: one work day	No change	
<b>University Graduation</b>	The university graduation of the teacher, their spouse and their child(ren): the day of the event, a maximum of one day per year	No change	
<b>Teacher's Marriage</b>	<ul style="list-style-type: none"> <li>• The marriage or civil union of the teacher: a maximum of seven consecutive days, work days or not, including the day of the wedding or civil union</li> <li>• the absence must not immediately precede or prolong the summer vacation period</li> </ul>	No change	
<b>Unavoidable Circumstances</b>	annual maximum of two 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.	<p>No change, but addition of one point of clarification:</p> <ul style="list-style-type: none"> <li>• A form will be provided for validation purposes.</li> </ul>	
<b>Taking of the habit/perpetual vows</b>	The taking of the habit, the ordination, the taking of perpetual vows by the teacher's child, brother, sister: the day of the event	No change	

<b>Change of residence</b>	One work day	No change	
<b>Serious Illness in the Family</b>	Annual maximum of two 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 to the School Board	<p>No change, but addition of some points of clarification:</p> <ul style="list-style-type: none"> <li>• The Board reserves the rights to request supporting documentation.</li> <li>• “Serious illness” shall be defined as a serious chronic illness, hospitalization, and sudden or short-term serious medical condition.</li> <li>• A form will be provided for validation purposes.</li> <li>• In the case of serious chronic illnesses, the teacher will be required to deposit documentation once per year</li> <li>• Serious illness does not normally include periodic or regular dental or orthodontic appointments, regular or periodic eye examinations, or periodic or regular medical checkups. It is understood that there may be exceptions to the preceding sentence, which will be reviewed at the Board’s discretion.</li> </ul>	<ul style="list-style-type: none"> <li>• Removal of the notion of “medical certificate” for “supporting documentation” as per current laws governing confidentiality.</li> <li>• Clarification that the legal definition of serious illness does not normally include regular checkups or appointments.</li> </ul>
<b>Personal Business</b>	Annual maximum of three days + one day at no cost to EMSB	<ul style="list-style-type: none"> <li>• No change to the number of days.</li> <li>• Change of language surrounding religious holidays.</li> </ul>	<ul style="list-style-type: none"> <li>• Personal days, religious holidays and personal medical appointments are all still included in the same bank of 3 + 1 days for “personal business”, subject to Principal approval.</li> <li>• HOWEVER, any days taken for “personal observance or solemn obligation” shall be automatically approved.</li> </ul>