

NEW TEACHERS

YOUTH SECTOR

PEARSON TEACHERS UNION 17035 Brunswick Boulevard Kirkland (Quebec) H9H 5G6 Tel: 514-426-4949 ptusep.com

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Introduction

This Handbook is a general overview of your contractual rights under the provincial and local agreements and does not cover every individual case.

Therefore, please do not hesitate to contact the PTU office with any questions pertaining to a particular situation.

All calls are confidential. Telephone: 514-426-4949

As well, you may choose to consult additional documentation on the PTU Website, which are uploaded on a regular basis throughout the year: <u>ptusep.com</u>.

President's Message

Welcome to the Pearson Teachers Union.

Public education is a pillar of our democracy, and teachers like you play a vital role in helping to shape a just and equitable society.

The union also plays a central role in promoting our public education system. Unions work to protect the rights of teachers, at both the local and provincial levels. We fight for better working conditions, and hold school boards accountable by enforcing the collective agreements. Through various committees and with union delegates in the schools and centres, the union examines matters of pedagogy, labour relations, educational policy and teacher safety. Most importantly, the union exists to help empower teachers to take charge of local decisions in the schools and centres, and to assert their authority as experts in the classroom.

At the Pearson Teachers Union office, the Professional and Administrative staff are available to assist you as questions arise or as support is needed. As a union, we are here first and foremost to support you.

This handbook was assembled to better help you understand your rights and obligations under both the Provincial and Local Agreements.

At the end of the day, although there are six people working at the Pearson Teachers Union office, the union is much more than that. We are really seventeen hundred people working together towards the common goal of educating students. I look forward to continuing to collaborate with you, and to advocate on your behalf in promoting public education for all.

Matt Wilson

Definitions

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Teacher-by-the-lesson (E-4)
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A teacher whose contract of engagement specifically determines the instruction to be dispensed to students and the number of hours and periods that the teaching involves.

Part-time teacher (E-3)

A teacher whose contract of engagement determines that he or she is employed for an incomplete school day, an incomplete school week or an incomplete school year.

Full-time teacher (E-1)

A teacher who, being neither a teacher-by-the-lesson, a part-time teacher or a replacement teacher, has a written contract of engagement.

Replacement teacher (E-8)

A teacher whose contract of engagement determines that he or she is employed to replace an absent teacher.

Teaching Contracts

1) My contract says "part-time" but I am at 100%. What does that mean?

100% is the workload

Part-time teacher (E-3 or E-8)

A teacher whose contract of engagement determines that he or she is employed for an incomplete school day, an incomplete school week or an incomplete school year.

However, the contract may stipulate that the teacher works on a full-time basis for a complete school year in the case of replacement.

A part-time contract (E-3) is a contract that is less than 100% workload and is not replacing a teacher.

A replacement contract (E-8) is to replace an absent teacher. The contract may stipulate that the teacher works on a full-time basis for a complete school year. The name of the teacher who is being replaced must be indicated on the contract.

2) What is a full-time teacher?

Full-time teacher (E-1):

A teacher who, being neither a teacher-by-the-lesson nor a part-time teacher, has a written contract of engagement.

A full-time contract leads to tenure.

3) How does one become tenured?

A teacher who has completed a full-time contract for two (2) consecutive years and whose contract has been renewed for a third year acquires tenure and is considered a regular teacher.

4) How are contracts granted?

They are first granted to teachers on the Priority of Employment List (also referred to as the Recall List).

Seniority, category and qualifications are taken into consideration when granting these posts.

Should any post remain, it is the prerogative of the Board to hire whomever they choose.

5) When does a part-time contract end?

It all depends on the contract, but the date on which it ends should be clearly stipulated in your contract.

- If the part-time contract is to replace a teacher who is absent, it shall terminate automatically and without notice upon the return of the teacher who is replaced or, on the last workday of the current school year when he or she replaces a teacher who is absent the whole year or when he or she replaces a teacher who is absent during the last 80 days of the work year.
- If the part-time contract is for an **incomplete school day** or **incomplete school week** for the **entire school year**, it should terminate on the **last workday of the current school year**.
- In the case of a contract to complete a school year for less than 80 days, it could terminate at the earliest on the last day during which students are present in the school.

6) When do I get a contract?

If the medical certificate of the teacher on sick leave indicates an absence of at least **<u>40 consecutive workdays</u>**, you should be given a part-time contract.

However, if the medical certificate does not determine an absence of at least 40 consecutive days, you will have to wait 40 consecutive workdays before being

given a part-time contract. This part-time contract will be retroactive to the first day you replaced the teacher on sick leave. *This is contingent on you not being absent for more than 3 days during the accumulation of the 40 days.

After 20 days of substitution, you will be paid at your salary scale, so long as you have not been absent more than 3 days.

7) I have a degree but not in education, can I be hired to teach?

Yes! With the exception of the engagement of a casual supply teacher, the engagement of a teacher shall be made by written contract.

The contract of engagement of a non-legally qualified teacher employed to teach on a full-time basis for one school year shall terminate automatically and without notice on June 30th of the current school year.

The teacher who is not legally qualified will be excluded from all priority of employment lists.

8) What type of benefits do I receive if my contract is NOT 100%?

All benefits such as sick leave and special leave days are **prorated**. Example: you are hired on a 60% contract

- 6 sick days = 6 moneyable days x 60% = 3.6 days
- *6 sick days = 6 non-moneyable days x 60% = 3.6 days

*these days are given only <u>once</u> when you start for the board

Make sure to get the rest of the days added once you get a 100% contract.

Contractual obligations of the teacher

- **Presence** = 32 hours x 60% = 19.2 hours per week (including the 1 hour reserved for meetings)
- Workload:

Elementary = 1380 minutes x 60% = 828 minutes per week *Secondary* = 1200 minutes (5-day cycle) x 60% = 720 minutes

For Workload details, please see the <u>Workload Presentation for Youth Sector</u> and the <u>CPNCA/QPAT – Guide New Workload Provisions</u> on the PTU Website.

9) What is a "teacher-by-the-lesson" contract?

The "teacher-by-the-lesson" contract covers a work period of less than one third (1/3) of the annual workload of a full-time teacher.

A "teacher-by-the-lesson" shall not be entitled to any benefits such as participation in insurance plans, sick days or special leave days and is remunerated according to the applicable hourly rates below:

Teacher-by-the-Lesson Rates

Periods concerned	Less than	17 years	18 years	19 years
	17 years			or more
As of the 141 st workday of				
the 2019-2020 school year	\$56.49	\$62.72	\$67.88	\$74.02
As of the 141 st workday of				
the 2020-2021 school year	\$57.62	\$63.97	\$69.24	\$75.50
As of the 141 st workday of				
the 2021-2022 school year	\$58.77	\$65.25	\$70.62	\$77.01
As of the 139 th workday of				
the 2022-2023 school year	\$61.27	\$68.02	\$73.62	\$80.28

The above examples cover only a part of your working conditions. For additional information, please contact Erica Lamothe at the PTU Office.

Substitution

• 20 days +

When a substitute teacher has replaced a teacher who has been absent for 20 consecutive workdays, he or she will be placed on the Salary Scale according to his or her scholarity and will receive 1/200th of that annual salary.

Example: Annual salary \$46,527 ÷ 200 = \$232.63 per day

You will not be paid for a pedagogical day UNLESS your presence is required by the administration.

However, should the long-term substitution (20 days +) become a part-time contract and the person hired is a qualified teacher, the salary will be adjusted to $1/260^{\text{th}}$.

Example: Annual salary \$46,527 ÷ 260 = \$178.95 per day

Periods concerned	60 minutes	Between	Between	More
	or less	61 and 150	151 and 210	than 210
		minutes	minutes	minutes
As of the 141 st workday of				
the 2019-2020 school year	\$44.72	\$111.80	\$156.52	\$223.60
As of the 141 st workday of				
the 2020-2021 school year	\$45.61	\$114.03	\$159.64	\$228.05
As of the 141 st workday of				
the 2021-2022 school year	\$46.52	\$116.30	\$162.82	\$232.60
As of the 139 th workday of				
the 2022-2023 school year	\$46.52	\$116.30	\$162.82	\$232.60

Substitute Teacher Rates

Priority of Employment List

1) Why is there a Priority of Employment List?

Because of the Priority of Employment:

- New teachers have the possibility to choose a part-time contract or full-time contract.
- The Board needs to refer to the list before hiring outside.
- Priority of Employment leads to a full-time contact.

2) How can a teacher access the Priority of Employment List?

- The teacher must be legally qualified
- A teacher who has been granted at least two (2) contracts in two (2) different school years each of a duration not less than or equivalent to 100 days per year during the last three (3) school years.
- The teacher must have received at least two (2) satisfactory evaluations in two (2) different school years. A non-evaluation during a contract will be considered a positive evaluation.
- New teachers who get on the priority list will be in only one category.

3) How do they determine in which category I will appear on the priority list?

- If only one contract out of the two contracts was in your brevet (category), your name will appear in the category of your brevet.
- If both contracts were outside of your brevet (category), you will be placed in the category with the longest duration.
- If both contracts were of the same duration, your name will appear in the category of the most recent contract.
- If both contracts were to teach French or in French and you do not have the French qualification demanded by the school board (French test CEFRANC or DALF), your name will appear in the French category, but you will not be able to obtain a full-time post (E-1) in French.

Legal Qualifications to Teach

1) When are you considered legally qualified to teach?

Upon completion of a B.Ed., a teaching diploma "brevet" is awarded or a Master of Arts in Teaching and Learning or the equivalent.

- A <u>teaching permit</u> may be issued to a person who holds a teaching licence obtained outside Quebec.
- A probationary period is compulsory for a person to whom a teaching permit was issued.

N.B.: Be aware that for salary purposes, you will be given a Provisional Classification of Step 1 of the Single Salary Scale until you submit the following documents to Human Resources:

- Official Attestation of Scholarity or Official Transcripts
- ✤ A copy of Teaching Certificate/Permit or Provisional Teaching Authorization
- A copy of High School marks is required for studies done outside of Quebec
- ✤ A copy of previous teaching experience, if any

Make sure that you complete the "Employee Kit" given by the School Board. Should you not receive this "kit", please contact Janette Cornado at: 514-422-3000, extension 31132.

Seniority and Experience

Seniority

Seniority is the period of employment with the same employer; it is counted by years and days that one has with the same employer. Seniority shall be determined for teachers under contract only.

Experience

Experience is used solely for establishing the step on the salary scale. It consists of <u>all</u> periods of employment teaching in any school board or any school recognized by the MEQ.



Salary Scale

	As of the 141 st	As of the 141 st	As of the 141 st	As of the 139 th
Step	workday of	workday of	workday of	workday of
	the 2019-2020	the 2020-2021	the 2021-2022	the 2022-2023
	school year	school year	school year	school year
1	44 721	45 615	46 527	46 527
2	47 709	48 663	49 636	49 636
3	50 898	51 916	52 954	53 541
4	52 025	53 066	54 127	55 326
5	53 177	54 241	55 326	56 550
6	54 354	55 441	56 550	57 801
7	55 557	56 668	57 801	60 259
8	57 919	59 077	60 259	62 820
9	60 380	61 588	62 820	65 489
10	62 946	64 205	65 489	68 273
11	65 622	66 934	68 273	71 174
12	68 410	69 778	71 174	74 199
13	71 318	72 744	74 199	77 353
14	74 349	75 836	77 353	80 640
15	77 509	79 059	80 640	84 066
16	80 802	82 418	84 066	92 027
17	85 489	87 206	92 027	

A teacher shall be granted the step corresponding to his or her experience:

Increased by 2 steps if his or her schooling is evaluated at 17 years;

Increased by 4 steps if his or her schooling is evaluated at 18 years;

Increased by 6 steps if his or her schooling is evaluated at 19 years or more without a doctorate; **Increased by 8** steps if his or her schooling is evaluated at 19 years or more with a doctorate.

- Although teachers are paid for 200 workdays, the annual salary is divided into twenty-six (26) equal payments. This means that each day is paid at 1/260th of the annual salary and it explains why you receive a pay cheque at Christmas and Spring Break.
- For the part-time teacher ONLY, the balance owed to you is paid at the end of the year on June 30th (this amount is equal to approximately 3 pay cheques). Teachers are NOT paid for statutory holidays.

For the tenured track teacher, your 26 pays are distributed equally throughout the year.

Salary Insurance

During the first year of service, the School Board will credit you with:

- Six (6) non moneyable sick days
 - Non moneyable days are granted only once in a career and can only be used once moneyable days have been used.

AND

- Six (6) additional days annually
 - Unused days are paid at the end of each school year.
 - The number of days is prorated to the percentage of the contract.

In case of illness

- The salary insurance plan specified in the collective agreement applies for a continuous period of 104 weeks from the beginning of the disability period.
- Salary benefits are paid as follows:
 - Use of the bank of sick-leave days for the first 5 days of absence (this is called the waiting period);
 - Payment of salary insurance benefits at 75% of the salary that would have been received at work up to a maximum of 52 weeks from the beginning of the period of disability;
 - Payment of salary insurance benefits at 66.66% of the salary that would have been received at work for an additional 52 weeks.
- During the disability period, the school board may request that the teacher be examined by the doctor. The same may be required when the person returns to work to verify that he or she has sufficiently recovered.
- Salary insurance ceases on June 30th or the date indicated on the contract for the teacher on a part-time contract who is not on the Priority of Employment List.
- After the termination of the waiting period of 5 days, the teacher is entitled to a <u>waiver</u>* of his or her contributions to the **pension** plan.

*the teacher will no longer be responsible for contributing to his or her pension plan, even though he or she continues to participate in the RREGOP (pension plan)

Special Leave Days

What are special leave days?

Special leave days (clause 5-14.02 of the Local Agreement) are days that can be used for events such as:

- ✤ Marriage
- ✤ Moving
- Death in the family
- ✤ Etc.

There are eight (8) such days available and are **not to be confused with** the bank of sick days. These days are neither cumulative nor moneyable.

Pease refer to Appendix A – Section 5-14.02, at the end of this manual for a complete list of the events covered by this clause.



Group Insurance

Insurance Plans:

Participation in the **Basic Health Insurance Plan is**

Compulsory for the regular full-time teacher
Compulsory for the part-time teacher

UNLESS the teacher can establish that he or she is insured (covered) under another group insurance plan (i.e. partner's plan). This insurance coverage begins on the first day of the teacher's contract.

Participation in the Long-Term Disability Plan is

Compulsory for the regular full-time teacher
Optional for the part-time teacher

Participation in the Life Insurance Plan is

★ **Optional** for the all teachers

Please refer to the Insurance booklet for further information.

Professional Improvement

What is P.I.C.?

- The P.I.C. "Professional Improvement Committee" exists in each school to administer the decentralized funds.
- One of its roles is to assist staff members and administration in planning and implementing local professional goals.
- It should also provide staff members with information regarding conferences, subject associations and other available professional improvement activities.

It is important to know who the chairperson of this committee is in your school in order to obtain information about accessing funds to attend conferences and workshops.

There is also a C.P.I.C. "Central Professional Improvement Committee" that administers the centralized funds. The P.I.C. chairperson will be able to assist you in accessing these funds such as reimbursement for credit courses.

It is also possible to find information and forms on the LBPSB/SSO System, under the "Professional Development" tab, under "CPIC 2023-2024 Info Session Slides" or "CPIC Teachers' Forms".

Professional Improvement for New Teachers

For the 2023-2024 school year, New Teachers with four years of service or less can apply for a Professional Development Activity (PDA) of a maximum of \$2500 within North America. CPIC will assume up to two days of substitution. The funds will be allocated on a first come, first served basis until the allocated budget is fully exhausted. The application forms for New Teachers' PDA can be found on SSO. The PDAs are approved directly at CPIC and do not require local PIC approval. Teachers may only request funding under the New Teacher subsidy once.

That Crazy Little Thing Called Québec Éducation Alphabet Soup

PTU is a member of the Québec Provincial Association of Teachers (QPAT). QPAT negotiates with the *Comité patronal de négociation pour les commissions scolaires anglophones* (CPNCA) which represents the Québec English School Board Association (QESBA).

QPAT - remember them? They are in a cartel with the *Centrale des Syndicats du Québec* (CSQ). This group includes more than just teachers; it's made up mostly of public sector workers. The group that we have the biggest tie to as members of QPAT and within the CSQ is the *Fédération des syndicats des enseignants* (FSE). For contract negotiations, we are all part of what is known as the *Secrétariat intersyndical des services publics* (SISP) which is part of the Common Front, and finally through our membership in QPAT, we are also part of the Canadian Teachers Federation (CTF).

Some other letters you might need to know:

	Construction Administration of the Déclaration of Republic to Management
CARRA	Commission Administrative des Régimes de Retraite et d'Assurances
IEP	Individual Educational Plan
LTD	Long Term Disability Income Insurance
MEQ	Ministère de l'Éducation du Québec
Ped	Short for anything pedagogical
PD days	or Ped Days
PIC or CPIC	Professional Improvement Committee or Central Professional
	Improvement Committee
QEP	Québec Education Program
QPIP	Québec Parental Insurance Plan
QPP	Québec Pension Plan
RREGOP	Régime de retraite des employés du gouvernement et des organismes publics
LRC	Labour Relations Committee
CSNPC	Central Special Needs Parity Committee
EPC	Educational Policies Committee

Appendix A – Clause 5-14.02 (Special Leaves)

The following is the local arrangement between the board and the union regarding the distribution of the eight (8) days of special leave granted by virtue of clause 5-14.01 of the Provincial Entente. It shall therefore replace clause 5-14.02 of the Provincial Entente.

DEFINITIONS: For the purposes of this clause:

- **IMMEDIATE FAMILY** shall mean: child, step-child, spouse, parent, brother, sister, grandchild; also any person permanently domiciled in the house of the teacher.
- **EXTENDED FAMILY** shall mean: parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, aunt, uncle, niece, and nephew.

A teacher shall be granted an **annual maximum of:**

- a) five (5) consecutive workdays for death in the immediate family. Up to two (2) more days may be used in case of required travel (more than 500 km). Two (2) of the five (5) days may be used at a later date for burial, memorial service, estate settlement, etc. If a second death occurs, up to three (3) days of any days remaining of the eight (8) days may be taken.
- b) five (5) consecutive workdays for the marriage of the teacher, provided that such a leave does not extend the Christmas break, the Spring break or the summer vacation;
- c) four (4) urgent personal business days to cover the events listed below which oblige the teacher to be absent from work:

a maximum of one (1) day per school year for:

- i) graduation from university in the immediate family, including the teacher the day of the event;
- a moving day (for the purposes of moving his or her furniture or personal effects to a new domicile) – the day of the event. A change of address notification must be attached to the absence certificate;
- iii) the teacher becoming a Canadian citizen the day of the event;
- iv) an unavoidable circumstance such as fire, flood, disaster, etc. which obliges the teacher to be absent from work;

- w) medical appointment required specific tests, a specialist consultation, or a day surgery for the teacher or a member of the immediate family. A medical certificate may be requested by administration;
- vi) other medical reasons can be taken only when all annual sick days have been used. A medical certificate may be requested by the administration;
- vii) urgent confidential business, must not extend a holiday
- d) up to three (3) workdays where the critical illness of a member of the teacher's immediate family requires his or her presence during working hours at either the medical institution or the domicile where the critically ill person is being tended to. A medical certificate shall be provided which demonstrates the need for the presence of the teacher during working hours. If used for a surgical procedure, it is for the day of the surgery only when there is a general anesthetic involved. These days may also be used to visit a care facility with a view to placement. Appropriate documentation may be required;
- e) one (1) more day for other medical reasons can be taken only when these days: v) medical day vi) other medical reasons and d) the three (3) critical illness days, have been used.
- f) three (3) workdays for a death in the extended family two (2) of the three (3) days may be used at a later date for burial, memorial service, estate settlement; up to two (2) more days may be used in case of required travel when more than 500 km;
- g) a maximum of three (3) workdays for the observance of the following religious Holy Days provided the teacher is an active follower of that religion, and providing that he or she has notified the school administration in writing within one (1) week of the first (1st) working day for teachers, or the signing of this clause, using the authorized form (Appendix H) available in his or her school office.
 - Jewish Faith: Rosh Hashanah, Yom Kippur
 - Eastern Orthodox Christian Julian Calendar: Christmas Day, Good Friday
 - Eastern Orthodox Christian Gregorian Calendar: Feast of Annunciation, Good Friday
 - High Holy Days of other recognized organized religions to which the teacher can prove affiliation;
- h) one (1) day for a marriage or civil union in the immediate family;
- i) one (1) day for the birth of a grandchild;
- j) the day of the baptism (similar religious event) of a child in the immediate family;

Where a clause indicates consecutive workdays, this type of leave can only be used once per school year – it cannot be taken one (1) day at a time with the exception of items (a) and (f) above.

A teacher making use of special leaves shall provide the school administrator with as much advance warning as possible. An advance notice of a minimum of twenty-four (24) hours shall be given except in emergencies.

Specific reasons for the absence shall be provided on the absence certificate by the teacher except for the one (1) day allotted for urgent confidential business.

All special leave days may be utilized as either half days or full days only.



Appendix B – Pay Voucher – Explanatory Document

Important: In order to condense the pay slip as well as the explanatory document, the term <u>«Regular»</u> includes all regular and contract employees (except Service Contracts), as well as any employee whose long-term temporary assignment results in automatic salary payments. The term <u>« Non-regular »</u> includes all other employees, paid on wage-slip.

1. DEPOSIT INFORMATION

<u>Pay period ending</u>: For Regular employees, the last day of the pay period is the Saturday following the date of deposit. For all other employees, paid by time sheet, the last day of the pay period is the Saturday, two weeks earlier.

<u>Financial institution and branch number</u>: Where your bank account is located. For security reasons, the account number is not indicated.

The amount of: The amount deposited to your account.

2. EMPLOYEE

<u>Main Occupation</u>: Identifies your main occupation or one of your occupations, if applicable, the related salary scale and your administrative unit, i.e. the place of work where you receive your pay slip, if it is not sent home.

<u>*Rate*</u>: The section only applies to *Regular* employees and is either an hourly rate, for all Support Staff, or a daily rate for all other employee groups. The rates for wage-slip employees will show in the « Pay Period Earnings » section.

Regular & Part-time Teachers:

Rate 1/200: Gross Daily Rate, based on 200 days of work.

Rate 1/260: Gross Daily Rate, based on 26 periods of 10 days.

3. PAY PERIOD EARNINGS

For *Regular* employees, units represent days and the rate, the daily rate.

For *Non Regular* employees, units usually represent hours and the rate, the hourly rate. However, for Occasional Substitutes (20 days or less), the rate will determine the value of the unit, which can be days, portions of days or minutes (<u>examples</u>: units will correspond to days if the rate is equal to \$182.35 and to half days if the rate is equal to \$91.18).

4. **INSURANCE** (*Regular* employees only)

Details of your coverage and the related premiums. Please note that the amounts shown in this section are <u>grouped under one or two deductions</u> only in the « Deductions » section. For more information on your insurance coverage and benefits, please refer to your insurance certificate or membership card provided by the insurance company.

5. DEDUCTIONS

The Periodic column is the list of all deductions in the current pay period, the YTD Totals column indicates the total amounts deducted since January 1st of the current fiscal year (including the current pay period).

6. BANK OF DAYS (*Regular* employees only – as per your collective agreement)

The balance of your banks of Moneyable, Non-Moneyable, Reserved (Regular Teachers – 1997/98; 1998/99; 2000/01 and subsequent), Personal and annual Vacation days, where applicable.

N.B.: a) Absences that have not yet been processed by the Pay <u>may reduce the balance</u> of your banks.

b) For technical reasons, the balance of specific banks may still show even if you no longer hold a regular post nor have access to these banks.

7. SUMMARY

The Periodic column shows the totals of the current pay period and the YTD Totals column, the year-to-date totals since January 1st (including the current pay period).

If you have any questions regarding the information in your pay-slip, do not hesitate to contact the Human Resources & Payroll Services Department at 514-422-3000



Appendix C - Where Can I Find My Answers?

- PTU Office : 514-426-4949
- PTU Website ptusep.com
- Local Agreement on PTU website at: Local Agreement
- QPAT Quebec Provincial Association of Teachers : 514-694-9777
- QPAT website : <u>QPAT-APEQ</u>
- Provincial Agreement on PTU's website at: Provincial Entente

Contacts at the LBPSB

Tel: 514-422-3000

Please refer to the <u>HR Directory on SSO</u>