

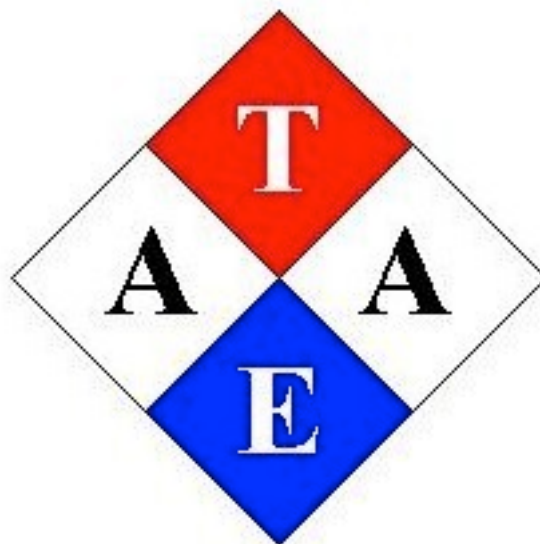
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# Appalachian Teachers' Association

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New Teachers' Handbook  
2019 - 2020

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## **Introduction**

Welcome to the Appalachian Teachers' Association.

It is a union's mandate to protect the professional, economic and social welfare of its members.

Do not hesitate to contact ATA with any questions pertaining to any situation.

## **Contact Information**

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[www.ataunion.org](http://www.ataunion.org)

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# UNION REPRESENTATIVES

2019 - 2020

## ELEMENTARY SCHOOLS

<b>ADS</b>	Andrea Lockwood	Jessica Duval Holliday
<b>Ayer's Cliff</b>	Brigitte Drew	Emily Bellegarde Hudson
<b>Butler</b>	Mathieu Viens	Alysia Scerri
<b>Cookshire</b>	Chantal Turgeon	
<b>Drummondville</b>	Nancy Mace	Guylaine Levesque
<b>Farnham</b>	Kristy Chamberlin	Casey Benoit
<b>Heroes' Memorial</b>	Julie Andrews	
<b>Knowlton Academy</b>	Nick Lemaitre	Mylène Bessette
	Lee Mosher	
<b>Lennoxville</b>	Karen Christiansen	Bridget Sweeny
<b>Mansonville</b>	Fanny Boulais	Alex Wisdom
<b>North Hatley</b>	Crystal Rattai	Catherine Seguin
<b>Parkview</b>	Nancy Cantave	
<b>Pope Memorial</b>	Marc-André Fortin	
<b>Princess Elizabeth</b>	Shannon Greenwood	Michèle Beaulne
<b>St. Francis</b>	Carly Morin	Jessica Mailloux
<b>Sawyerville</b>	VACANT	
<b>Sherbrooke</b>	Mathew Johnson	
<b>Sunnyside</b>	Heather Webster	Rebecca McKelvey
<b>Sutton</b>	Linda Mireault	Josee Gagnon
<b>Waterloo</b>	Tim Croteau	Kim Graveline

## SECONDARY SCHOOLS

<b>AGRHS</b>	Todd Smith	Rene Gauthier
	Megan Bushey	Laura LeBlanc
<b>RRHS</b>	Tara-Ann Smith	Lori Hill
<b>MVHS</b>	Justin Forster	Donald Kerr
	Marcia Giguere	Tracey Morgan

## CENTRES

<b>B - M Adult Education</b>	Sarah Padner	Janet Shufelt
<b>B - M Vocational Training</b>	Christina Bushey	Bruno Isabelle
<b>Lennoxville Vocational Training</b>	Francois Mercier	Shayne Mackey
	Genevieve Dube	
<b>New Horizons Adult Education</b>	Gwen Galvin-Gougeon	Megan MacLean

## THE ATA EXECUTIVE

<b>PRESIDENT</b>	Megan Seline	<b>UNION OFFICER</b>	Gail Klinck
<b>SECRETARY</b>	April Blampied	<b>TREASURER</b>	Martin Roberts

<b>SECTOR</b>	<b>NORTH (RRHS)</b>	<b>EAST (AGRHS)</b>	<b>WEST (MVHS)</b>
<b>VP Elementary</b>	Aaron Corey	Chantal Turgeon	Liane Flynn
<b>VP Secondary</b>	Sylvie Fortier	Laura Leblanc	Peter Maingot
<b>Member-at-Large</b>	Ralph Niggebrugge	Crystal Rattai	Janet Shufelt

<b>VP Adult Education</b>	Shanna Loach
<b>VP Vocational Training</b>	Ghislain Gravel





## QUEBEC EDUCATION ALPHABET SOUP

The Appalachian Teachers' Association (ATA) holds the teacher bargaining certificate for all teachers of the Eastern Townships School Board (ETSB). The ATA is a member of the Quebec Provincial Association of Teachers (QPAT). QPAT negotiates with the Comité patronal de négociation pour les commissions scolaires anglophones (CPNCA) which represents the Quebec English School Board Association (QESBA). QPAT is in a cartel with the Centrale des Syndicats du Québec (CSQ). The majority of this group are public sector workers but teachers are included. The group the ATA has the biggest tie to as a member 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 Secretariat intersyndical des services public (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).

BSR	Basic School Regulation
CARRA	Commission Administrative des Régimes de Retraite et d'Assurances
IEP	Individual Educational Plan
LTD	Long Term Disability Income Insurance
MEES	Ministère de l'Éducation et de L'Enseignement superieur
QEP	Quebec Education Program
QPIP	Quebec Parental Insurance Plan
QPP	Québec Pension Plan
RREGOP	Régime de retraite des employés du gouvernement et des organismes publics
LRC	Labour Relations Committee
PIC	Professional Improvement Committee
SEBPC	Special Education Board Parity Committee
SETPC	Special Education Teacher Parity Committee
SEAC	Special Education Advisory Committee
TAC	Teachers Advisory Committee
Annex B	Form used by the ETSB and ATA to verify teacher workloads

## COMMITTEES

At the Board level, the participatory committees are:

- ❖ Teacher Advisory Committee – TAC
- ❖ Central Professional Improvement Committee
- ❖ Special Education Teacher Parity Committee
- ❖ Special Education Board Parity Committee
- ❖ Health and Safety Committee
- ❖ Labour Relations Committee

At the school level, the participatory committees are:

- ❖ School / Centre Council
- ❖ Special Needs Committee
- ❖ Professional Improvement Committee - PIC
- ❖ Governing Board



## **TYPES OF CONTRACTS**

Only casual supply teachers (often called a sub or substitute) work without a contract. Every other teacher is entitled to a contract and those contracts are:

### **Full-Time Regular**

Often referred to as “tenure track”, a teacher is hired or transferred into a 100% non-replacement post. After two consecutive fulltime non-replacement contracts, the third contract and subsequent contracts are tacitly renewed annually. The teacher then becomes a regular teacher. The teacher is then tenured.

### **100% Replacement**

A teacher is hired or transferred into a position that is held by another teacher that is on a leave of absence (ex. maternity, sickness, disability, other). The replacement contract ends when that teacher returns or at the end of the school year.

### **Part-Time**

A teacher is hired for an incomplete school day, an incomplete school week or an incomplete school year.

### **Teacher-by-the-lesson**

A teacher is hired with a contract that specifically determines the instruction to be dispensed to students and the number of hours and periods that the teaching involves.



## **Letter of Engagement**

The engagement of a full-time teacher (first contract only), part-time teacher, teacher-by-the-lesson or replacement teacher may also be made by letter of engagement. The letter of engagement includes the same information as the contract. It is considered as a contract with the same obligations and legal status. It shall be forwarded to the teacher and to the union within 35 days of the teacher's first day of work.

### **Additional hours**

When the teacher is granted additional work hours, the board shall forward to the teacher and to the union a new letter of engagement outlining the changes made.

### **Good to know:**

The contract of engagement of a teacher employed as a replacement teacher shall terminate automatically and without notice upon the return of the teacher who is replaced or at the earliest on the last day students are present in school during the current school year as established in the school calendar or on the last workday of the current school year when he or she replaces a teacher who is absent during the last 100 days of the work year.

In the case where a teacher on disability leave returns to work on a gradual basis the contract of engagement of the replacement teacher shall continue, but is reduced in proportion to the number of hours prescribed in the period of gradual return to work until such time as the teacher who is being replaced returns to work on a full-time basis.

A part-time teacher whom the board engages between July 1 and December 1 to carry out the workload of a full-time teacher until the end of the school year is entitled to a full-time contract as of the date stipulated for his or her entry into service.

The board shall offer a replacement teacher contract to the casual supply teacher whom it engages to replace a full-time, part-time or replacement teacher whose period of absence has been predetermined as being longer than 40 consecutive workdays.

After 40 consecutive workdays of absence of a full-time, part-time or replacement teacher, the board shall offer a replacement teacher contract to the casual supply teacher who replaced the teacher during the entire absence. The contract shall be retroactive to the first workday of supply teaching. The fact that the casual supply teacher is absent on one or more occasions totalling not more than three days during the accumulation of the 40

consecutive workdays of replacement shall not affect such accumulation.

## **EMPLOYMENT**

### **PRIORITY OF EMPLOYMENT LIST**

#### **Youth Sector**

When the board has a position to fill, it is required to consult the priority of employment list and offer the position to the teacher who has the greatest seniority on the list and who can fill the requirements of the position.

Legally qualified teachers in the youth sector who sign 2 part time contracts in three consecutive years, teach 200 days and who the Board deems competent will be placed on the Priority of Employment List. Whether they are a 100% replacement, part time replacement or a percentage of a full time contract these are all applicable.

Teachers on the list who would be on maternity leave are offered positions and then placed on maternity leave and replaced by another teacher.



## **Recall List**

### **Adult Education Sector**

A separate recall list shall be established for each Adult Education Centre. Only persons with legal qualifications or registered in a program leading to legal qualifications will be permitted to be placed on a recall list. On July 1st of each school year, the Board shall add to these lists, by specialty, the names of teachers who have successfully taught a minimum of 300 hours in a given specialty, for the Board within the previous school year, as a teacher at an hourly rate or as a part-time teacher and have received a recommendation to be added to the list by the Board after having completed the performance appraisal process. It is understood that if a teacher, in a given year, teaches in more than one specialty, that the 300-hour requirement applies to each specialty. For each of the teachers' names on the list, the board shall, in the case of newly added names, enter the number of hours taught, to a maximum of 800 hours in the previous school year. In the case of names already on the list, add the number of hours taught to a maximum of 800 hours in the previous school year to those already credited to the particular teacher. It is understood that if a teacher teaches in more than one specialty, that the school board will not recognize more than a total of 800 hours in the previous year.

### **Vocational Training Sector**

A separate recall list shall be established for each Vocational Training Centre. Only persons with legal qualifications or registered in a program leading to legal qualifications will be permitted to be placed on a recall list. On July 1st of each school year, the board shall add to these lists, by category or sub-category, the names of teachers who have successfully taught a minimum of 300 hours for the Board, to a maximum of 720 hours in a given category or sub-category in their specialty, as a teacher at an hourly rate or as a part-time teacher; and have received a recommendation to be added to the list by the Board after having completed the performance appraisal process. For each of the teachers' names on the list, the board shall, in the case of newly added names, enter the number of hours taught in the category or sub-category or, in the case of names already on the list, add the number of hours taught in the category or subcategory in the previous school year

to those already credited to the particular teacher.

### **The School Work Week**

A regular workweek is five days and runs from Monday to Friday. You should be at your school or centre for **32 hours (27 hours of workload including 1 hour of common presence & 5 hours of "work of a personal nature")** a week within a 35-hour framework or the equivalent. Moreover this framework shall not exceed a daily span of 8 hours.



## **Documentation**

Teachers are responsible for supplying the board with the following documentation:

- Transcripts of marks
- Reports
- Certificates
- Degrees
- Diplomas
- And official documents

All of this must be done before November 1<sup>st</sup> as there will be no retroactive payment if you should have to get a reclassification after that date.

It is important that teachers keep documentation of events that pertain to their careers. Keeping a file of evaluations and correspondence will make it easier for ATA to assist if a situation arises.





## **Union Dues**

Union dues pay for the activities it undertakes on behalf of its members. It pays for the salaries of the president and the union officer, printing, postage, business travel, committee meetings, and all the other expenses incurred to represent, protect and inform teachers. Dues are sent to QPAT, the provincial association, which represents teachers in all the English public schools in Quebec, and ATA, the local union, which represents you with your school board.



## Pension

All government employees have two pension deductions:

- Quebec Pension Plan (QPP)
- *Régime de retraite des employés du gouvernement et des organismes publics* (RREGOP).

These contributions are designed to provide income upon retirement. It is obligatory for teachers to participate in both plans while they are working.

The pension plans teachers pay into are fairly complex but it is important for teachers to be aware of these plans as they may represent their single largest asset. Teachers are encouraged to be pro-active in being aware of their pension situation and to make sure they keep statements issued by the QPP and the CARRA (*Commission Administrative des Régimes de Retraite et d'Assurances*) which indicate the contributions that they have made to their pension plans.

If you are on a leave of absence, you can **“buy back”** periods of time where you were not working, provided you were a full time (tenured or tenure track) teacher during that time. This would be done to increase your retirement benefit, so that, even if you did not work for a certain period of time, your pension is calculated as if you had been working.

## Insurance Premiums

Insurance deductions are sent to QPAT. With consultation from the membership, QPAT gets the best possible group plan for all its members in the province. Presently the plan is with Industrial Alliance. It's important to note that the employer does not contribute to the insurance plan. There is, however, an agreement between the union and the boards that each board is responsible for taking care of the paperwork at the local level.

The amount of the deduction will depend on a number of variables:

- Selected health plan. The single plan has the lowest premiums, therefore the smallest deduction. The family plan has the highest premiums, therefore the highest deductions.
- Salary level. Long-term disability insurance premiums are a percentage of salary. The higher the salary, the higher the premium, the higher the deduction.
- Optional additional benefits. Choosing life insurance or accidental death and dismemberment incurs an extra premium, which will increase the total deduction.

- Exemption from the plan. Some do not have to participate in the plan if they are covered by a spouse's health plan or are on a part-time contract and not eligible for long-term disability insurance.

### **Sick Days and Absences**

All teachers are given 6 sick days per year. The value of unused sick days is paid out at the end of the school year. If you are absent for any reason sick or otherwise you must inform your principal or the person delegated at your school of your absence.



### **Salary Insurance**

If you should become unable to work for a lengthier period of time than the approved 6 sick days, you will fall on Salary Insurance for a maximum of 104 weeks that are paid for by the Board. If you were still not able to work after the 104 weeks, you would start your Long Term Disability (LTD) with our insurance provider - Industrial Alliance.

## Special Leaves

Both the Provincial Agreement and the Local Agreement contain paid Special Leave days for teachers.

In the Provincial agreement (**5-14.01**) each full-time teacher is granted a maximum of eight noncumulative nonredeemable working days each year without loss of salary.

- In the event of the death of his or her spouse, child or spouse's child if the child is living under the same roof: a maximum of seven consecutive days, working days or not, commencing on the date of death. The teacher may keep only one of these days for the funeral or burial; in the event of the death of his or her spouse's minor child not living under the same roof: a maximum of three consecutive days, working days or not, commencing on the date of death. The teacher may keep only one of these days for the funeral or burial;
- In the event of the death of the teacher's father, mother, brother or sister: a maximum of five consecutive days, working days or not, commencing on the date of death. The teacher may keep only one of these days for the funeral or burial. The obligation to take the leave commencing on the date of death does not apply to the teacher who has ended his or her workday. In such a case, the leave commences on the day following the date of death. The term "funeral" includes any commemorative ceremony or ritual.
- In the event of the death of the teacher's parents-in-law, grandfather, grandmother, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandson or granddaughter: three consecutive days, working days or not, commencing on the date of death. The teacher may keep only one of these days for the funeral or burial. The granting of this leave is conditional upon whether marriage or family ties still exist. For this reason, the leave shall be refused in the event of the dissolution of the marriage by divorce or annulment, the dissolution of the civil union by court judgement or notarized joint declaration or in the case where the definition of spouse no longer applies, except if the dissolution of one of the relationships (marriage, civil union or definition of spouse) is due to the death of the teacher's spouse.
- The wedding or civil union of the teacher's father, mother, brother, sister, child or the spouse's child living under the same roof: the day of the wedding or civil union.
- The taking of the habit, the ordination, the taking of perpetual vows by the teacher's child, brother, sister: the day of the event.

- The baptism of the teacher's child: the day of the event.
- The teacher's wedding or civil union: a maximum of seven consecutive days, working days or not, including the day of the wedding or civil union. In this case, the absence must not immediately precede or prolong the Christmas, Easter or summer vacation periods.
- An annual maximum of three working days to cover any other event considered as an act of God (disaster, fire, flood, etc.) which obliges a teacher to be absent from work.

Furthermore,

- The teacher must sit for official entrance or achievement examinations in an educational institution recognized by the Ministère.
- The teacher must serve in a court of law as a juror or a witness in a case in which he or she is not a party.
- 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.
- The teacher, at the specific request of the board, undergoes a medical examination.

Also, in the Local Agreement (5-14.02):

- The birth of a grandchild: the day of the event.
- The post-secondary graduation of the teacher's child: day of the event.
- Serious illness or accident, either of which requires immediate medical intervention, of the teacher's spouse, child, or parent: a maximum of three working days; explanation provided.
- For the moving of one's place of residence: the day of the event.
- For the purpose of attending to legal matters which cannot be done at another time, one day.
- For optical, dental and those medical and paramedical appointments which are not the result of the application of clause 5-10.24 of the Entente, which cannot be arranged at another time, a maximum of two days.
- A teacher may request to take a greater number of days than those stipulated for any of the occasions described in this clause providing that the total number of days of special leave actually taken does not exceed eight working days per year, and that the teacher has sought and received prior approval from the Board.
- The Principal may grant, at his/her discretion, a maximum of two of the eight allowable days of special leave for absences due to driving hazards caused by road conditions.
- The Principal may grant, at his/her discretion, a special leave in order to allow a teacher to attend the funeral of a student or colleague. It is

understood that the granting of a special leave under this clause shall not result in a marked disruption to the operations of any school(s) in the Board. There are also leaves for family responsibilities (5-14.06). A teacher may be absent from work, without salary, for 10 days per year to carry out obligations relating to the care, health or education of his or her child or of his or her spouse's child or because of the state of health of his or her spouse, father, mother, brother, sister or one of his or her grandparents. The leave may be divided into days. A day may also be divided if the board consents thereto.

