



# **SUPPLY TEACHERS**

## **WHAT THE UNION DOES FOR YOU**

### **1-1.45 Casual supply teacher**

A person, other than a regular teacher, who replaces an absent teacher.

### **2-1.03**

Only the clauses or articles of the agreement in which they are specifically referred to as well as the grievance procedure for these same clauses apply to the following persons covered by the certificate of certification:

- a) casual supply teachers;

### **5-1.08**

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

Notwithstanding the preceding paragraph, after 40<sup>1</sup> consecutive workdays of absence of a full-time or part-time teacher, the board shall offer a part-time 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.

However, in the cases prescribed in the preceding two paragraphs, the teacher is, in no case, entitled to avail himself or herself of the provisions of clause 5-1.06.

---

<sup>1</sup> Read 60 days for the 2010-2011 school year.

**6-6.03**

a) A casual supply teacher shall be remunerated in the following manner:

Substitution time in a day	60 minutes or less	Between 61 minutes and 150 minutes <sup>2</sup>	between 151 minutes and 210 minutes <sup>3</sup>	more than 210 minutes <sup>4</sup>
As of the 141 <sup>st</sup> workday of the 2009-2010 school year	\$36.65	\$91.63	\$128.28	\$183.25
As of the 141 <sup>st</sup> workday of the 2010-2011 school year	\$36.92	\$92.30	\$129.22	\$184.60
As of the 141 <sup>st</sup> workday of the 2011-2012 school year	\$37.29	\$93.23	\$130.52	\$186.45
As of the 141 <sup>st</sup> workday of the 2012-2013 school year	\$37.94	\$94.85	\$132.79	\$189.70
As of the 141 <sup>st</sup> workday of the 2013-2014 school year	\$38.70	\$96.75	\$135.45	\$193.50

b) Notwithstanding the foregoing, a casual supply teacher at the secondary level who is assigned periods of more than 60 minutes shall be remunerated according to a rate by the period calculated in the following manner:

$\frac{\text{rate prescribed for 60 minutes or less}}{50} \times \text{number of minutes of period concerned}$
--

A casual supply teacher shall be remunerated according to the rate prescribed for more than 210 minutes if he or she is assigned three periods or more of more than 60 minutes each in the same day.

- c) A casual supply teacher who reports to school to carry out substitution at the request of the board or the school administration shall receive, as a minimum, the rate determined for 60 minutes or less.
- d) At the secondary level, a casual supply teacher may not be required to do more than five periods of 45 to 60 minutes each day.

<sup>2</sup> The rates for this substitution time are obtained by multiplying the rate for 60 minutes or less by 2.5.

<sup>3</sup> The rates for this substitution time are obtained by multiplying the rate for 60 minutes or less by 3.5.

<sup>4</sup> The rates for this substitution time are obtained by multiplying the rate for 60 minutes or less by 5.0.

- e) The aforementioned amounts include workdays as well as paid legal holidays.
- f) However, if a full-time or part-time teacher is absent for more than 20 consecutive working days, the board shall pay the casual supply teacher replacing the teacher during the 20 days the salary he or she would receive if he or she were a full-time or part-time teacher, as the case may be. The salary that he or she receives shall be based on the step as established by the board under article 6-3.00 and shall be paid at the rate of 1/200 of the applicable annual salary for each day thus worked when replacing a full-time or part-time teacher, as the case may be. In this case, the salary shall be payable from the first day of substitution and the casual supply teacher must provide without delay the documents used to determine his or her salary. The fact that the casual supply teacher is absent for no more than three days during the accumulation of the 20 consecutive days of substitution shall not affect such accumulation.
- g) A casual supply teacher is not entitled to any benefit except for those specifically prescribed in the agreement and is not bound by any obligation other than that of carrying out the task assigned to him or her by the board.

#### **8-4.00 RULES GOVERNING THE FORMATION OF STUDENT GROUPS**

##### **8-4.01**

- g) A teacher whose class exceeds the maximum prescribed
  - 1) no casual supply teacher is entitled to compensation.

#### **10-4.00 REPRISALS, DISCRIMINATION AND SEXUAL HARASSMENT**

##### **10-4.01**

This article applies to teachers-by-the-lesson and to casual supply teachers.

##### **10-4.02**

No board representative, union delegate or union representative shall be subjected to any sort of reprisal or discrimination during or following the carrying out of his or her duties.

##### **10-4.03**

The board and the union recognize everyone's right to exercise in complete equality the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (R.S.Q., c. C-12).

The board and the union expressly agree to respect, in their actions, attitudes and decisions, the practice, in full equality, of human rights and freedoms, without distinction, exclusion or preference which could lead to discrimination as defined in the Charter mentioned in the preceding paragraph.

##### **10-4.04**

No reprisal, threat or constraint shall be made against anyone whomsoever as a result of the exercise of a right granted to him or her under this agreement or by law.

#### **10-4.05**

- a) Sexual harassment in the workplace is defined as imposed or unwanted sexual advances compromising a right recognized by this agreement. Teachers are entitled to work in an environment free from sexual harassment.
- b) The board shall take reasonable measures in order to promote a working environment free from sexual harassment and to stop any sexual harassment brought to its attention.
- c) A teacher who claims to have been sexually harassed may meet with a board representative in order to try to find a solution to his or her problem; during a meeting with the board relating to this clause, a union representative may accompany the teacher, if the latter so desires.
- d) The name of the persons involved and the circumstances surrounding the meeting referred to in subclause c) and to the grievance which may arise must be treated in a confidential manner, particularly by the board and the union, except if such information is required for the meeting referred to in subclause c), the grievance or the application of a measure taken under the agreement.
- e) Should a solution be deemed unsatisfactory, the plaintiff or the union, with the consent of the plaintiff, may refer the grievance to arbitration in accordance with the procedure prescribed in article 9-1.00.
- f) A grievance dealing with sexual harassment shall be given priority.ata

#### **10-5.00 EMPLOYEE ASSISTANCE PROGRAM**

##### **10-5.01**

The employee assistance program shall contain mechanisms to guarantee confidentiality and to ensure that participation is on a voluntary basis.

#### **10-14.00 RETROACTIVITY**

##### **10-14.01**

This article applies to full-time or part-time teachers, teachers-by-the-lesson, casual supply teachers and hourly paid teachers.

##### **10-14.02**

The term "salary" used in this article includes, if need be, any amount owing under the entente, namely:

- the remuneration paid to a teacher-by-the-lesson under clause 6-6.02, a casual supply teacher under clause 6-6.03 and an hourly paid teacher under clause 11-1.03 or 13-2.03;

**ataunion@hotmail.com**