

# **LAURIER TEACHERS UNION**



## **LTU HANDBOOK FOR NEW MEMBERS**

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## *WORDS OF WELCOME*

On behalf of the Laurier Teachers Union, I would like to congratulate you on becoming a teacher as well as a member of our organization. Teachers have the very important responsibility of allowing students to develop the knowledge and skills they need to better understand themselves and to participate in the world they live in.

Your dedication and commitment to providing a quality education to all our students is essential and it is what will give shape to this school board in the near future. Teachers' involvement and implication in school life, as well as the various committees, will help to define the direction that your school will take in the years to come.

You will encounter many demands in your workload and you will be asked to deal with various issues as they develop in in the education landscape. As your professional organization, the Laurier Teachers Union will be there to support and guide you along the way.

This New Members' Handbook is intended to provide you with information and access to the resources that are available to you in order to help you experience success in your practice. For any questions regarding professional improvement, allocations, policies and procedures, workloads or any other question which relates to the teaching profession, we strongly suggest that you contact us at 450-667-7037. Our goal is to guide and advise you regarding the above-mentioned information.

Please accept our congratulations on your hiring in what we hope will be a long and rewarding career. I invite you to become involved in your union and the future of your profession. Together, we can move forward as a strong and united voice for the Laurier Teachers Union, our students, and for public education.

Sincerely

Stephan Ethier  
Director of Membership Welfare

## *A Brief History of the Laurier Teachers Union*

Our union was created by a merger of the Laval English Catholic Teachers' Association and the North Island Laurentian Teachers' Union in 1998. Shortly thereafter, we were joined by some members of the Montreal Teachers' Association employed at the Batshaw Centres located on the territory of the Sir Wilfrid Laurier School Board. Our board was created as an English-language school board and it assumed the responsibilities of eight Protestant and Catholic boards. It currently operates 38 schools and centres.

We are proud and pleased that we were the first example of a successful and harmonious merger of Catholic and Protestant local teacher unions. We have pooled our knowledge and resources to solidify our past gains and we hope to draw upon our traditional strengths to provide the best possible service to all our members in the new millennium.

### *What LTU does and how*

Our job is to represent you, and not only at the bargaining table. Our union meets regularly with the school board to review educational policies (EPC), decide on the utilization of professional improvement grants (PIC), develop policies and procedures for children with special needs (Special Education Parity Committee), the training of new teachers (Teacher Training Committee) and to study jointly questions involving the interpretation of our Collective Agreement (Labour Relations Committee).

With more than 1000 members working in three sectors (Youth, Adult, and Vocational), it is a big job. In addition to countless teachers who volunteer on our Executive and Board of Directors, as well as on various Committees or as school delegates, we have four people who work at our office on a full-time basis. They are:

Stephanie McLellan: **PRESIDENT**  
Stephan Ethier: **DIRECTOR OF MEMBERSHIP WELFARE**  
Serge Landry: **DIRECTOR OF PEDAGOGICAL AFFAIRS**  
Loretta Gifuni: **ADMINISTRATIVE ASSISTANT**



The LTU Executive makes recommendations and sees that policies are carried out and that the Collective Agreement is respected. In between general meetings, it is the LTU Board of Directors, elected by the teachers of a given sector, which takes decisions. School delegates, chosen by each staff at the beginning of the school year, have the very important duty of communicating your views to the rest of the union and representing you, individually and as a staff, in dealings with the school administration.

Each member has the right to speak and to vote at general meetings. At the Annual General Meeting held each spring, the budget is established and the fee for the following year is set. It is currently fixed at 0.79% of earnings.

We are affiliated to the Quebec Provincial Association of Teachers (QPAT). It is this federation, in cartel with the Centrale des syndicats du Québec (CSQ), that conducts negotiations with the provincial government and school board associations. In addition to helping pay for the cost of our negotiating cartel with CSQ, the annual \$383 QPAT fee pays for a staff to service local unions and permits us to meet and make decisions together with other English teachers. In addition, QPAT links us to other Canadian teachers through the Canadian Teachers' Federation (CTF).

In an effort to keep all our members informed, regular communication is issued through the LTU Bulletin which keeps you up-to-date with your rights in relation to your workload and union activities. As well, the Pedagogical Newsletter provides the latest insights into current practices and regulations regarding the programs of study.

Need help? Have a question? Our office is staffed continuously between 8:30 a.m. and 4:30 p.m. If you leave a message outside of regular hours or when all incoming lines are in use, we strive to return your call by the next day. Whatever the problem, your confidentiality will be respected and no intervention will be made against your wishes.

Call us at (450) 667-7037  
or 1 (800) 301-1351  
Fax us at (450) 667-9506

Or e-mail us at [laurierteachersunion@ltu.ca](mailto:laurierteachersunion@ltu.ca)

Our website is: [www.ltu.ca](http://www.ltu.ca)  
and

We have a Facebook page  
*Your contract and work conditions*

Your engagement becomes official once your contract is ratified by the Director General of the SWLSB. The board has up to 35 workdays from when you started teaching to issue the contract but you have the responsibility to provide relevant official documentation regarding your legal qualifications, academic transcripts and teaching (or related) experience.

When you get your contract, you should verify that the information on it is correct. Please see the section below for information on the types of contracts that are offered. If you receive a full-time contract, there is a good chance that this will be the first and the last contract that you will sign in your teaching career, since such contracts are automatically renewed unless you hear otherwise. If your contract is part-time, your termination date is June 30th at the latest. Whenever your contract ends, you are entitled to receive all salary owing to you and a record of employment for Employment Insurance purposes.

When you receive your individual contract, you will also be given a copy of the Local Agreement between LTU and the SWLSB but the Provincial Entente is only available online (<http://www.cpn.gouv.qc.ca/index.php?id=263>). These are available in French or in English and can be consulted on our website ([www.ltu.ca](http://www.ltu.ca)). You will also receive a union membership application form to be completed and returned.

### *Employment Security*

When hiring teachers, school boards must follow certain rules and procedures. The right of those hired to continuing employment depends upon the nature of the contract, legal qualifications and seniority. Note that a year of experience is calculated from the date that the contract takes effect during which a full-time teacher taught or performed a pedagogical function for a minimum of 155 days. Normally, seniority cannot be transferred from one school board to another.

**Full-time contracts** are the route to attaining permanent status (tenure) with the school board. Job security is assured by June 1st of the second consecutive year under full-time contract when your contract is tacitly renewed for a third year. After acquiring tenure, you are guaranteed at least 80% of your salary in future years even if you are placed “in surplus” or “on availability” (these terms are interchangeable) because of falling enrolment or changing needs. Full-time teachers who have not obtained their permanence may be non-re-engaged prior to June 1st when there is a surplus of personnel, although they may

later be recalled to a full-time position if enrolments permit. In such a situation, the recalled teacher continues to accumulate seniority and the acquisition of permanent status is not adversely affected.

In filling a full-time vacancy (as distinguished from replacing a permanent teacher for all or part of the school year), the board must first ascertain that there are no qualified surplus teachers available before proceeding to hire new teachers. Teachers on the (part-time) priority of employment list having at least two years' seniority and who meet the particular requirements of the post have recall priority for such vacancies.

**Part-time and replacement contracts** are issued to teachers who assume partial workloads on a regular basis or who replace regular teachers whose absence is pre-determined to exceed 40 consecutive workdays or who have been absent for 40 consecutive workdays. Obtaining a part-time contract is desirable for many reasons:

- Security of employment
- Salary according to scale, rather than the substitution rate
- Insurance coverage
- Paid sick and social leave, plus partial maternity benefits
- Full protection under the Collective Agreement (provincial entente + local agreement)
- Priority access to full-time positions
- Priority access to part-time positions (with part-time contracts in at least two of the preceding three years)

Part-time and replacement contracts terminate automatically and are not renewable. They are issued for long-term replacement of absent teachers or when a partial workload exists. Do not confuse a 100% replacement contract with a full-time contract, which continues from year to year and leads to the acquisition of tenure. The termination date of a replacement contract is the end of the year (dates may vary slightly depending upon circumstances) or upon the return of the teacher being replaced.

The scale salary of a part-time teacher is proportional to the total workload assumed in comparison to a full-time teacher, based on 1380 minutes at the elementary level per 5-day cycle or 2160 minutes at the secondary level with a 9-day cycle. Adult and Vocational Education teachers work on an hourly basis per annum. These figures include teaching time, plus any supervision or remediation duties assigned by the administration. Teaching time, supervision, and remediation should be proportional. Thus, a part-time elementary teacher assigned to teach 615 minutes per week (half of the board-wide average of 1230 minutes) will be responsible for another 75 minutes per week of supervision and remediation, for a total workload of 690 minutes (half of 1380) and thus earn 50% of the scale salary, according to the level of scholarship and experience. The weekly presence

time of 27 hours, as well as the personal presence time of five (5) additional hours, is also proportional.

Other contracts include “by-the-lesson” which may be given to Youth Sector teachers assigned to less than one-third a workload. By-the-lesson contracts count for seniority and provide limited sick and social leave benefits. They do not lead to inclusion on either the priority of employment list or for insurance coverage. In the Adult and Vocational sectors, hourly offers of service may be issued for those not eligible for full-time or part-time contracts in accordance with the recall lists in force.

Because replacement and part-time contracts are not renewed, these teachers will receive a separation or Record of Employment (ROE) certificate at the end of their employment and may be eligible for Employment Insurance benefits, even during the summer months. Note that it has been agreed that EI considers the regular teacher workweek as 35 hours in calculating benefits.

### *Establishing your legal right to teach*

The Ministère de l'Éducation et de l'Enseignement supérieur (MEES) grants the right to teach in the form of a permanent teaching license, or a provisional teaching authorization. Specific rules apply in the case of teachers whose certification was obtained outside of Quebec or outside of Canada. It is an **individual responsibility** to complete all the requirements to obtain your Quebec teaching credentials in timely fashion and to submit the necessary documentation to the Human Resources Department as soon as possible.

In some exceptional cases, the school board may apply to the Ministry for a *tolérance d'engagement* for the school year in question that will permit the part-time engagement of an individual who has an appropriate academic background but has not completed the teacher training component. The board must prove that it was unable to locate a legally qualified teacher for the post.

Complete information about these regulations and procedures, including the minority of teachers who must undergo probation, will be found on the Ministry website: <http://www.education.gouv.qc.ca/dftps/interieur/autorisa.html>

### *Insurance Coverage*

1. Health insurance is compulsory for all full-time and part-time teachers. Full-time teachers must fully cover all dependants (or be covered fully as a dependent on their



spouse's plan). Part-time teachers have the choice of covering their dependents fully or for drugs only.

The details of these plans have been arranged between the Quebec Provincial Association of Teachers and our carrier, Industrial Alliance, and are available in the booklet that you should have received when the school board engaged you and on the QPAT web site: (<http://www.qpat-apeq.qc.ca>); see "Insurance."

2. Optional life insurance is available from Industrial Alliance in units of \$25,000, to a limit of \$150,000. Up to four (4) additional units are available with premiums based on age.

3. Optional accidental death and dismemberment insurance is available.

4. Group discounts are offered on automobile and home insurance through La Personnelle (1-888-476-8737). The Credit Union, Caisse Desjardins de l'Education, is a great place for all your banking needs with one fixed monthly service charge. Call 514-937-5515.

## *Salary*

Receiving your full-time contract is a little like winning a 6/49 jackpot of \$4,000,000, but the payments are spread out over 35 years of work and 20 years of retirement pension, so don't spend it all at once!

Teachers are placed on the scale at different starting points corresponding to their schooling and experience, but all will be eligible to reach the maximum teaching salary. As soon as possible, you must submit official transcripts and official attestations of your experience to the SWLSB Human Resources Department to establish your annual salary correctly. It is a good idea to obtain copies of what is submitted by other institutions and to verify that the board office has received them. Otherwise, you could be underpaid for a long, long time.

Teachers are paid for 200 workdays. Thus, 0.5% of your annual salary may be cut for each day's absence. The workdays do not include holidays (such as statutory holidays) but the annual salary is paid in 26 bi-weekly installments, so that in each pay period, about 23% of the salary earned is deferred for payment during the summer months. Teachers leaving the employ of the school board, temporarily or permanently, are paid the balance owing of their annual salary at the moment of their departure. Remember that if you need

help understanding your paycheque, consult the detailed memo “Understanding Your Paycheque” found on our website or contact the union office. If you are not being paid correctly, we are here to assist you in gaining proper recognition of your schooling and your relevant experience, so don’t be shy.

Teachers with a four-year B.Ed. and no teaching experience typically enter at Step 3.

<b>Echelon</b>	<b>Rate as of April 1, 2018</b>
1	41,390
2	43,149
3	44,985
4	46,896
5	48,890
6	50,967
7	53,134
8	55,394
9	57,748
10	60,203
11	62,764
12	65,432
13	68,211
14	71,112
15	74,135
16	77,284

17	80,57 2
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## *Staffing Needs*

### ASSIGNMENT AND TRANSFER

Am I going or staying?? Each spring, full-time teachers ask themselves this question as the school board begins determining its staffing needs in each school for the following year. This is known as the assignment and transfer process and it is tied to the declaration of excess and surplus in which the principles and procedures found in Article 5-3.00 of the Provincial Entente and 5-21.00 of our Local Agreement are applied.

Let us start by clarifying some of the basics. First, the process applies only to teachers with full-time contracts. Second, excess means that the teacher is not required at his or her current school for the following year. Surplus means that the teacher is among the least senior at the level of the school board and is at risk of being displaced by a more senior colleague. It is possible to be both excess and surplus which increases the risk for those

without tenure of not being rehired. A permanent teacher, in comparable circumstances, would be placed 'in surplus' or 'on availability' (the terms are interchangeable).

Where you end up depends, in part, on where you begin: your home school (where you do all or most of your teaching), your category (the specialization in which you do the majority of your teaching) and your seniority. The staffing needs for each school in each category are determined by the organization plan (presented for discussion to the Teacher Council by March). Generally, unless there are specific requirements for a post (the union must be consulted in advance), the excess teacher is the least senior in that category in the school. This means that such a teacher will possibly be required to change schools in order to receive a post in another school where a need exists. The school board will generate lists of vacant positions to which excess teachers may apply, according to their qualifications and with priority to the more senior. It is also possible to request voluntary transfers. These are granted after those who must change schools are accommodated. The process is closely monitored by the union.

It is important to understand that job security is guaranteed at the level of the school board but in exchange, some movement of teachers between schools will occur. No teacher can be obliged to accept a position at a school more than 50 km distant from his/her residence or current school.

The actual distribution of workload takes place at the level of the school in consultation with the Teacher Council. You may expect to remain in your category and the principal should take into account the preferences and seniority of teachers. Teachers obliged to change schools may request that they return to their home school by the beginning of the next school year if vacancies are identified in the category. Teachers are informed of the specifics of the provisional workload by June 15th and are informed of any subsequent changes as soon as possible. If you consider that your final workload is unfair, you have the right to appeal according to the procedure in Clause 8-12.06 of the Local Agreement. By October 15th, your workload is no longer subject to unilateral change.

#### WHAT DOES IT MEAN TO BE ON THE RECALL LIST?

Following transfers of full-time teachers, including teachers on availability in other boards, the school board proceeds to fill remaining vacancies, including replacements, according to the part-time recall ("priority of employment") list drawn up each spring. The list contains the names of legally-qualified teachers who have obtained from Sir Wilfrid Laurier School Board a part-time contract in at least two (2) of the three (3) preceding school years and who have the equivalent of a year's experience (200 days) in this school board. Those registered on the list receive a copy with their seniority noted since full-time,

partial posts and replacement posts are distributed according to seniority. If you meet the criteria to be registered on the list but do not wish to accept a job for the next school year, you must notify Human Resources before June 1<sup>st</sup>. Failure to advise them and not showing up means your name may be removed from the list.

## *Maternity, adoption and other parental leaves*

For Quebec residents, up to 21 weeks of maternity leave paid at approximately 93% of salary are available. The only restriction on the timing of the leave is that the delivery date must be included. Five (5) weeks are available for adoption. Five (5) days are also available for the father which can be taken any time from the beginning of the delivery and within 15 days of the return home of the mother or child as well as 5 weeks paid leave that must be taken within 52 weeks of the birth of the child. Since the provisions are complex and there are many options, particularly regarding the right to defer four weeks of leave from the summer holiday, the LTU office should be part of your family planning process. Unpaid maternity leave is available for up to two complete school years following the 21-week maternity leave. For more information on the Quebec Parental Insurance Plan, visit the QPIP website: [www.rqap.gouv.qc.ca](http://www.rqap.gouv.qc.ca). Note that for teachers on recall lists, being unavailable because of maternity does not relieve the school board of its obligation to recall you in accordance with the collective agreement. Both QPAT and SWLSB have excellent guides that can be consulted.

***If you believe that you may be pregnant, it is essential that you immediately consult your physician to establish the status of your immunity to 5<sup>th</sup> disease. Until you have obtained the results of the test, the school board will not expect you to report to school (except on pedagogical days) until your status has been clarified and CSST has made a determination regarding preventive leave. The teacher does not lose salary during this period. You may communicate directly with Renee Lavigne in Human Resources (local 1330).***

## *Other leaves with pay*

The union has the right to release teachers without loss of salary to conduct union business. The school board may also authorize leave upon request, say to present a workshop or attend a meeting. Teachers who serve on union-board parity committees that normally meet during the school day are released with full salary by the school board.

## *Leaves without pay*

Such leaves are available for a variety of reasons: distressful personal circumstances; to take up full-time study; to look after children not yet eligible to attend school, etc. Part-time leaves may also be granted. Seniority continues to accumulate, and the teacher does not sacrifice any assignment rights. Leaves may be extended for a second year. Requests for these leaves, and extensions, are normally made not later than March 31<sup>st</sup> for the following year. If your unpaid leave is greater than 20%, we recommend buying back the missing service to prevent a future pension cut.

### *Sabbatical leaves*

Sabbaticals are available to tenured teachers. They provide for a period of reduced salary spread over 2-5 years, with the teacher having the option to select a half-year or a full year of paid absence during that period for any reason whatsoever. For example, a teacher may choose a five-year plan at 80% salary for each of those years, including the actual year of leave. Pension is credited at 100% during the entire sabbatical.

### *Progressive retirement*

In the years preceding retirement, the teacher and the school board may agree to a period of reduced workload and reduced salary without adversely affecting future pension benefits.

### *Medical and Special leaves*

Medical leave is covered in the Provincial Entente (Article 5-10.00) and is provided to teachers with full-time and part-time contracts. In the first year, the full-time teacher is credited with six (6) days of leave. Days not used are reimbursed to the teacher at the end of each school year. In addition, each new teacher is credited (one-time only) with six (6) non-moneyable sick days. These amounts are adjusted proportionally for part-time teachers.

Thus, the occasional medical absence will not involve a salary deduction but will result in reduction or elimination of the year-end reimbursement described above. Moneyable days must be used before the non-moneyable days.

After five (5) consecutive days of absence, the salary insurance plan takes effect. Starting with the sixth day and continuing for up to two full-school years, you are guaranteed 75% of your salary in year one and 66-2/3% of your salary in year two. If you are still unable to work, you will be eligible to receive 50% of salary until you are 65 years of age or are

eligible for a 70% pension. The school board and our insurance company have the obligation to verify claims of medical disability.

In addition to sick leave, you have the right to be absent without loss of salary for up to eight (8) days per year under certain circumstances. This is known as special or social leave. Examples include marriage, religious occasions, family illness, death in the family, moving and appointments with a dental specialist, among others. Unlike sick leave, unused days are not moneyable and cannot be carried forward.

If you need to be away but for a reason other than the ones specified in the special leaves clause, you have the right to do so by notifying your principal at least 48 hours in advance and agreeing to reimburse the school board for the cost of your substitute (roughly \$225 will be deducted from your paycheque). Such an arrangement is financially advantageous for most teachers.

Clause 5-14.06 allows for leaves for family responsibilities (care, health, education) for up to ten (10) days. This leave may be taken in days; the days thus used will be deducted from your annual bank of six (6) sick leave days until their expiration at which time the days will be without salary.

### *Mentoring Programme*

The teacher induction programme is run by the Pedagogical Services Department. Brigitte St. Michel, ESD Consultant, is in charge of the mentoring dossier. If you wish to have a mentor, the pairing of mentors and protégés is on a voluntary basis. Release time is available for mentors and protégés to meet, share knowledge, discuss concerns or for observation purposes.

### *Employee Assistance and Legal Aid Programmes*

The school board offers all its employees access to the services of Pro Health/Pro Santé through its website: <https://yourvirtualadvisor.ca>. A user code and password are supplied to you by the employer. Service starts by an online request.

Help is available on a large number of topics, which include: eating disorders, general psychology, mourning, anxiety or stress, addictions, depression, burnout, self-esteem, nutrition, suicide, mood disorders, couple or family problems.

LTU offers free initial legal consultation on any non-work-related subject. If you have a problem (business, family, etc.), you may contact Me Gabor Glasz in Montreal at 514-284-9551. Be sure to identify yourself as a member of LTU.

### *Extra-Curricular Activities Compensation*

The union and the school board have, through the Local Agreement, agreed to encourage the participation of teachers in extra-curricular activities: clubs, trips, activities with students, etc.

Depending upon the activity and the amount of time required, teachers earn credits that provide compensation of up to four (4) days leave with pay and monetary compensation. Participation in approved activities is also recognized as personal presence. Details and procedures may be found in your Local Agreement (Clause 8-12.12).

### *Professional Improvement*

The purpose of the Professional Improvement Committee (PIC) is to promote the professional development of teachers in both the youth and adult sectors and to provide a framework for the allocation of funds received from the government for this purpose. The annual budget for this committee determines the division of funds for credit courses, workshops and conferences, non-MEES courses, school initiative projects, all of which are detailed in the PIC Policy. This allows you to improve your skills and keep you apprised of latest developments in pedagogy. As well, funds have been set aside for teachers of multi-grade classes to assist with related classroom practices.

For further details, check your copy of the PIC Agreement. Application forms are completed online on the school board's website under the Educational Services Department's tab. All questions should be submitted to Rosa Lucifero in ESD (ext.1337).

## *THE LAST WORD*

**We've been there...  
We are with you!**



*Teachers work hard, and new teachers work harder still. This may be perfectly normal yet overwhelming at times.*

*Your failures will tend to be more obvious than your successes, especially at the beginning.*

*Don't worry; your successes will come back to school to visit you years later.*

*In the meantime, share your triumphs and setbacks with your colleagues and remember that you have a safety net. It's called the Laurier Teachers Union and it belongs to you!*