

5-14.00 SPECIAL LEAVES

In accordance with clause 10-11.01*, the board and the union agree that clause 5-14.02* shall be replaced, for all legal purposes, by the following clause so that the annual maximum of eight (8) days may be used as follows:

5-14.02

a) A maximum of five (5) workdays in not more than two blocks, including the day of the funeral or memorial service such as cremation, interment of ashes, etc. shall be granted in the event of a death in the teacher's immediate family (spouse, child, spouse's child, parent, legal guardian, grandparent, parent-in-law, son/daughter-in-law, sibling, brother/sister-in-law, grand-child, or any person permanently domiciled in the home of the teacher at the time of death) and three (3) workdays commencing on the date of death or including the day of the commemorative service of a member of the teacher's extended family (aunt, uncle, niece, nephew, godparent or godchild, first cousin), at the option of the teacher.

i. If the teacher takes his or her leave commencing on the date of the death, he or she may keep only one of these days to attend the burial or the commemorative service;

ii. 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;

iii. In the case where a person referred to in this clause is receiving end-of-life care and medical assistance in dying as defined in the Act respecting end-of-life care (CQLR, chapter S-32.0001), the teacher who submits a request shall be entitled to a leave as of the day preceding the death. In this case, the teacher shall so notify the board in writing, as soon as possible.

b) A delegation of teachers, the maximum number to be determined by the school administration, to attend the funeral or memorial service in accordance with paragraph (a), in the event of the death of a staff member or student.

c) In the event of a serious illness of the teacher's spouse, child, parent, or spouse's child - two (2) days. When days are consecutive, the teacher must support his or her absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board. Additional days shall be granted when the benefits provided for in clause 5-13.70* have been exhausted, in which case, subparagraph (e) below shall not apply.

d) In the event of the hospitalization, surgery, or medical intervention performed on a teacher's spouse, child, parent or spouse's child – one (1) day per school year. The teacher must support his or her absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board.

e) To cover any event considered as an Act of God (unavoidable circumstances such as fire, flood, disaster) which obliges the teacher to be absent from work – three (3) days which may be taken in half days in the event of impassable roads, mechanical failure, collision, or transit system delays. The teacher must support his or her absence with the appropriate documentation.

f) The day of the baptism or the birth of a child.

g) The day of the wedding of the teacher's parent, sibling, child, spouse's child, or grandchild.

h) A maximum of seven (7) consecutive days, workdays or not, including the day of the teacher's wedding.

i) The day of taking the habit, ordination, taking of the perpetual vows of the teacher's child or sibling.

j) A maximum of three (3) days for the teacher's professed religion provided these days fall on a workday and that the board is notified in advance. The three (3) days that have been approved are automatically renewed each year. Should the days requested not fall on a workday, additional days shall not be granted.

Teachers must submit to the board the request form provided by the employer when they are hired, when the current local agreement becomes effective or if they have changed religion.

If the board does not recognize a specific holy day, it shall so inform the teacher not later than ten (10) days after the teacher has submitted the form.

k) The day a teacher is moving from his or her residence – one (1) day – if the move takes place during a workday.

l) The day of the university graduation of the teacher, the teacher's spouse, or the teacher's child – one (1) day.

m) For an appointment with a dentist, when this appointment cannot be held outside the teacher's workday – one (1) day that may be taken in half-days. The teacher must support his or her absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board.

n) For an appointment for the teacher to obtain his or her Canadian citizenship, when this appointment cannot be held outside the teacher's workday - one (1) day. The teacher must support his or her absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board.

o) One (1) day per year to assume a non-medical responsibility related to the security or physical well-being of the teacher's aging or infirm parent. The teacher must support his or her absence with the appropriate documentation. The cost of the documentation, if any, shall be borne by the board.

p) For circumstances not covered in the above sections, a teacher may choose to take the days remaining to his or her credit under the present clause in accordance with the following conditions:

i) The teacher advises the school administration of her/his intention to benefit from this provision at least forty-eight (48) hours in advance.

ii) The leave is taken in full days.

iii) The teacher agrees to reimburse the board by way of a payroll deduction at the rate provided in clause 6-6.03 (a)*, to which is added the cost of fringe benefits.

iv) If a pedagogical day is included in the leave of absence taken in accordance with this clause, permission of the school administration is required.