

*Riverside Teachers'  
Union*

**HANDBOOK  
FOR NEW  
MEMBERS**

**2015-2016 revised Aug 2015**

## **I N D E X**

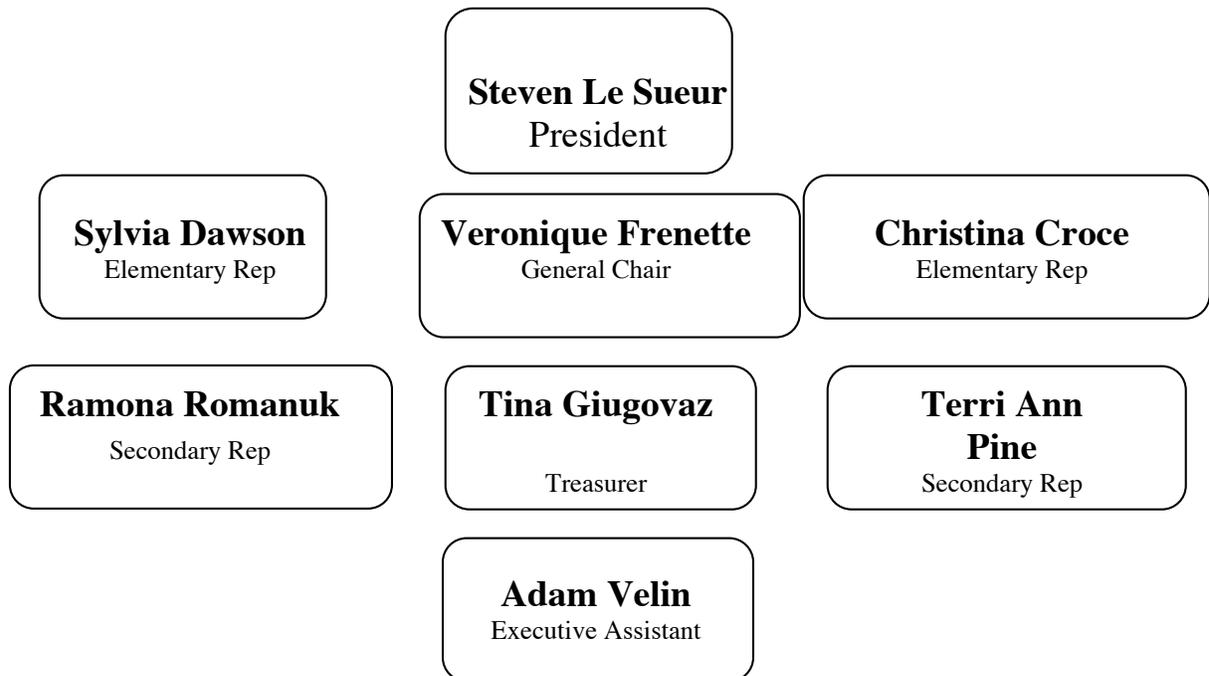
	<b><u>PAGE</u></b>
The RTU	2
Part-Time Recall List	4
Salary Scale	5
Your Pay slip	6
Sick Leave - Salary Insurance	8
Work Accidents	9
Social Leave or Special Leave	9
Parental Leave: Maternity Leave	11
Paternity Leave	14
Adoption Leave	14
Insurance Plans	15
Workload Limits	18
Class Sizes	20
Employment Security	22
Assignment and Transfer	25
Professional Improvement System	30

**Confused about something? Give us a call. (450) 465-2523**

## INTRODUCTION

This booklet is an attempt to introduce you to the **RTU (Riverside Teachers' Union)**, and to the collective agreements and policies that govern our lives as teachers. Keep in mind that the provincial agreement is over 300 pages long, so this is a very brief overview.

### The RTU Executive



The **Riverside Teachers' Union** represents the teachers of the Riverside School Board and is consulted by the Board when they need the opinion of teachers. The purpose of the Union is the protection and advancement of the professional, social, and economic welfare of the teachers of the Riverside Board. We oversee the terms of the collective agreement and ensure that the rights of the teachers are respected. Your union dues pay for the office and the salaries of the people working for you to protect your rights and answer your questions.

Our offices are located at 10, Churchill Boulevard Suite 201 in Greenfield Park. We are open Monday to Friday from 8:00 am to 5:00 pm. We can be reached by phone at (450) **465-2523**, by fax at (450) 465-8384, or by e-mail at [rtu-ser@rtu-ser.ca](mailto:rtu-ser@rtu-ser.ca) or [adam.velin@rsb.qc.ca](mailto:adam.velin@rsb.qc.ca). or visit us at [www.rtu-ser.ca](http://www.rtu-ser.ca)

**The RTU Office**

10 Churchill Suite 201  
Greenfield Park, Qc J4V 2L7  
450-465-2523 Fax 450-465-8384  
[www.rtu-ser.ca](http://www.rtu-ser.ca)  
[rtu-ser@rtu-ser.ca](mailto:rtu-ser@rtu-ser.ca)

**Steven Le Sueur**

President

**Adam Velin**

Executive Assistant

**Anne St-Pierre**

Administrative Assistant

## **Part-Time Recall List - Priority of Employment Lists**

When the Board has a part-time teaching position to fill it is required to consult the Priority of Employment List and offer the position to the teacher on the list who has the greatest seniority and who can fulfill the requirements of the position. Being on the List is an advantage when seeking a job.

To get on the List a teacher must have had a contract in two of the last three years and be acceptable to the Board. This list is updated once each year at the beginning of July and a copy is sent to the **Riverside Teachers' Union**. The **RTU** sends a copy of the new list to every teacher whose name appears on the list. Any errors or omissions should be brought to the attention of the **RTU** immediately. This is the list that the Board will consult for positions for that school year.

The name of a teacher may be removed from the List for one of the following reasons:

- a) refusal of a second offer of employment during the same school year, except in the case of:
  - i) a maternity, paternity or parental leave covered by la Loi sur les normes de travail (I.R.Q., c. N-1.1);
  - ii) a disability as per clause 5-10.03;
  - iii) a full-time position with the union or QPAT;
  - iv) unavailability for the full school year in question as stated by the teacher;
  - v) another reason agreed to between the board and union.Both of the contracts offered must have been in keeping with the teacher's qualifications as per 5-21.04 and/or 5-21.05 of the provincial entente.
- b) not having obtained a part-time or replacement contract during two (2) consecutive school years;
- c) having received unsatisfactory written evaluations by two different administrators during two (2) of the last three (3) school years.
- d) resignation from all current contracts in effect with Riverside School Board.

At the beginning of the school year the Board will prepare a list of the part-time positions that it has to fill from largest to smallest. Teachers on the Priority List will have been asked if there is any position for which they do not wish to be considered. The teachers on the Priority List will then be called in order of their seniority respecting any exceptions they may have expressed. **You may then refuse the position you are offered, but then you will have lost your priority for that round of contracts.**

Teachers who would have been on maternity leave are offered positions and then placed on maternity leave and replaced by another teacher.

### **Regular vs Part-Time Positions**

A part-time position may be a 100% workload if you are replacing a regular teacher who is on leave, or it may be only a part of a position.

Regular positions are permanent positions leading to the acquisition of tenure. When a regular position opens up the teacher with the greatest seniority on the priority list who is qualified to fill the position is offered the post even if they are currently in another school. They will be hired for the regular post and then effectively given a leave of absence from that post to complete the school year where they are.

### **SALARY SCALE**

#### **School Year 2015-2016**

<b>Step</b>	<b>Scale I</b>
<b>1</b>	<b>\$ 39 291</b>
<b>2</b>	<b>\$ 40 961</b>
<b>3</b>	<b>\$ 42 703</b>
<b>4</b>	<b>\$ 44 517</b>
<b>5</b>	<b>\$ 46 411</b>
<b>6</b>	<b>\$ 48 383</b>
<b>7</b>	<b>\$ 50 439</b>
<b>8</b>	<b>\$ 52 585</b>
<b>9</b>	<b>\$ 54 820</b>
<b>10</b>	<b>\$ 57 151</b>
<b>11</b>	<b>\$ 59 581</b>
<b>12</b>	<b>\$ 62 114</b>
<b>13</b>	<b>\$ 64 753</b>
<b>14</b>	<b>\$ 67 506</b>
<b>15</b>	<b>\$ 70 375</b>
<b>16</b>	<b>\$ 73 366</b>
<b>17</b>	<b>\$ 76 486</b>

#### **Occasional Supply minutes**

<b>0-60</b>	<b>61-150</b>	<b>151-210</b>	<b>210+</b>
\$39.28	\$98.20	\$137.48	\$196.40

#### **Teacher by the lesson per 60 minute period**

<b>Category</b>	<b>16 or less</b>	<b>17</b>	<b>18</b>	<b>19</b>
	\$51.28	\$56.94	\$61.65	\$67.21

## YOUR PAYSLIP

		1				2		3		4	
5	6	7	8	9	10	11	12	13	18		
14		15		16		17					

1. Periode de paie: **For regular employees only.** Days paid for supply teachers will appear in the column "description" next to the "Code de paiement".
  
2. No. Days paid: For regular employees, the number of work days will appear in the "units" column. This is normally 10.
  
3. Vacation Bank: This does not apply to teachers.
  
4. Sick Bank: Balance of moneyable sick days for the current school year.
  
5. Total Taxable: Total taxable earnings.
  
6. Total non-taxable: Total non-taxable earnings.
  
7. Federal tax: Salary tax as per Federal Tax tables.
  
8. Provincial tax: Salary tax as per Provincial Tax tables.
  
9. Q.P.P.:  
 Exemption = \$134.62 / pay  
 Contribution = 5.25%  
 Maximum contribution = \$2630.25 / year (2015)  
 ex. (total taxable - exemption) x 5.25% = contribution per pay
  
10. E.I.: 1.54% of total taxable.  
 Maximum per year = \$762.30 (2015)

11. QPIP: 0.559% of total taxable.  
Maximum per year = \$391.30 (2015)
12. Pension: **RREGOP:** contribution = 10.50%  
exemption = \$79.21 per **working day** (2014)
13. Union: Dues deducted as per union regulations.  
(0.67% of earnings + QPAT)
14. Codes: Payment codes start with a 1 to a 4  
Deduction codes start with a 5 to a 9
15. Units: See "No. Days paid" item #2.
16. Rate: Base salary/260  
Deductions are base salary/200  
Other rates may apply for emergency supply, Adult Ed,  
etc.
17. Description: Explains individual items. Absences are first deducted  
and then reimbursed if banks of days permit.  
Balances of Moneyable and Non-moneyable Banks of  
Days from previous years appear here.
18. Misc. deductions: **Insurances:** deducted as per options chosen by the  
(beside no. 13) employee over 26 pays.  
**Canada Savings Bonds:** Deducted over a period of 26  
pays starting at the beginning of November and ending at  
the end of November.  
**Strathcona Credit Union Deductions:** As per option  
chosen by employee.  
**FTQ:** As per option chosen by employee.

**Sick Leave - Salary Insurance** - clauses 5-10.15 to 5-10.33

Teachers receive a credit of 6 days of sick leave at the beginning of the school year, the first five (5) of which are moneyable when you leave the service of the board, if not used, at the rate of 1/200 of annual salary per day. New teachers receive an additional 6 non-moneyable days.

If 13 days or fewer remain in the teacher's bank as of June 1st of any year, the balance of the 6 moneyable/non moneyable days remaining may be carried forward to the next year upon written request. Such accumulated days when carried forward become non-moneyable.

In any year, the 6 moneyable sick leave days credited at the beginning of the year are used first before any banks of non-moneyable days are used.

For each period of disability, teachers are paid as follows:

- a) Full salary for the lesser of 5 days or the days remaining to their credit. (If a teacher has fewer than 5 days, the difference is without salary.)
- b) On the sixth day, 75% of salary for a period of 52 weeks from the start of the disability.
- c) After 52 weeks of disability, 66 2/3% of salary for a further period of 52 weeks.
- d) After 104 weeks of disability, long term disability insurance benefits as indicated below, will apply for teachers who have opted for this coverage. If a teacher has any non-moneyable days remaining to his or her credit, they can be used at 100% of salary at this point also.

A period of disability is any succession of related absences separated by no more than 7 days at work. (If the teacher were absent for three months, then, a return to work of 35 consecutive days could occur before a subsequent related absence would be considered a new period of disability.)

The teacher may not be dismissed or non-reengaged for physical or mental incapacity as long as he/she is receiving benefits under the sick leave provisions of the collective agreement. Pension contributions are waived and pension credit is given at 100% of salary as long as a teacher is receiving benefits under the sick leave provisions of the collective agreement.

**NB** Teachers on a part-time contract receive a bank of Sick Leave days and a bank of Special Leave proportional to their contract.

Teachers-by-the-lesson have sick leave banks proportional, but the Special Leave is governed by clause 5-14.05

**Accidents at Work** - Clauses 5-10.34 to 5-10.54

If a teacher has an accident at work, whether it is outside (in the school yard) or inside the school, it should be reported immediately to the school office, where the appropriate CSST forms should be available and where the correct action can be initiated for care of the injury: immediate first aid, if necessary, or arrangements for transport to a medical institution or to the teacher's home at the expense of the school board.

In order to accompany a teacher to meet with the administration following such an accident, the delegate may temporarily interrupt his/her work without loss of salary.

Occupational diseases are also covered by CSST and should be reported to the School Board immediately for appropriate action.

No deductions are made from banks of sick leave days for absences related to work related accidents and occupational diseases that are covered by CSST benefits. Even after return to work, the teacher may attend medical appointments required by CSST without loss of salary.

**Special Leave or Social Leave** - clause 5-14.00

These leaves with pay are granted to teachers because of specified special circumstances.

There are a maximum of eight (8) non-cumulative, non-redeemable work days which may be used as follows:

- a) In the event of a death in the immediate family, a maximum of five (5) working days, beginning within one week of the date of the death.  
(code 71)

*"Immediate family" means parents, parents-in-law, brothers, sisters, own or stepchildren, spouses and grandparents; also any person who is domiciled in the home of the teacher at the time of death.*

- b) In the event of the death of a brother or sister-in-law, son or daughter-in-law, or a grandchild: the day of the funeral.

If the teacher attends the funeral of the deceased and if this takes place at a distance of more than two hundred and forty (240) kilometers from the employee's residence, he/she shall be entitled to take one extra day, or two extra days if the funeral takes place more than four hundred and eighty (480) kilometers from his/her residence. This applies to both sections a) and b).

- c) the baptism or birth of the teacher's child: the day of the event.
- d) an annual maximum of three (3) days for religious holidays which the teacher is required to observe providing the teacher so informs the school administration in writing one week prior to the event; (code 71)
- e) the marriage of the teacher's parent, sibling, brother/sister-in-law or child: the day of the event.
- f) an annual maximum of three (3) days for urgent business that cannot be conducted outside working hours; **urgent business** is defined as an emergency that arises and calls for immediate action which requires that one be absent from one's place of work. The board will grant requests under this clause when the reason given indicates that an emergency has arisen and that immediate action is necessary. (code 09)
- g) the marriage of the teacher:  
  
a maximum of three (3) consecutive working days, including the day of the wedding; in this case, the absence must not immediately precede nor prolong the summer vacation period.
- h) an annual maximum of five (5) working days to cover:
- i) any event considered an Act of God (disaster, fire, flood, etc.); (code 07)
  - ii) adverse weather conditions which make it impossible for the teacher to report for work; (code 32)
  - iii) the day when the teacher moves from one residence to another; (code 73)
  - iv) the day of the event for the day of teacher's university convocation; (code 72)

- v) medical and dental appointments which cannot be arranged outside working hours; (code 69)
- vi) serious illness in the immediate family. In the event that the teacher's child is ill and does not require hospitalisation, then this provision shall apply after the teacher's annual bank of sick-leave days has been exhausted through the use of clause 5-14.06. (code 13)

In addition to the eight (8) work days allowed for the foregoing reasons, the board shall grant special leaves when the teacher:

- a) must sit for entrance or achievement examinations at an educational institution recognized by Le Ministère;
- b) must act as a juror or a witness in a case in which she/he is not a party; (code 30)
- c) is placed under quarantine by the community health department;
- d) at the specific request of the board, undergoes a medical examination in addition to that required by law.

Furthermore, the board may grant a special leave for any other reason it deems valid.

## **Parental Leave**

**Maternity Leave** - clauses 5-13.06 to 5-13.29

A booklet on Maternity Leave with sample letters is available at the RTU office.

### General Principles

Teachers under contract are entitled to 21 weeks of maternity leave. The 21 weeks must be consecutive calendar weeks and must include the expected date of birth (even if the expected date of birth is during the summer). There is only one exception to the consecutive nature of the weeks of the leave, which occurs if the infant must remain in the hospital following the birth, in which case, the mother may return to work and resume her maternity leave when the child leaves the hospital.

At least 2 weeks written notice must be given before the leave can begin. A note from the doctor indicating the anticipated due date should also be

submitted to the school board at this time. We advise you to make a copy of this doctor's note because you will need it.

Provided a teacher is eligible for Quebec Parental Insurance Plan benefits, the 21 weeks are paid at approx. 93% of full pay, part of it coming from the QPIP, and the rest of it being paid by the School Board. After completing the 18 week QPIP Maternity Leave the teacher must apply for the QPIP Parental Benefits plan for the final 3 weeks of her 21 week Maternity Leave. If ineligible for QPIP benefits, only 10 weeks of the 21-week leave are paid by the school board.

The 21 weeks of maternity leave count for experience purposes; i.e., a teacher is allowed to go up a step on scale the following school year, provided the number of working days included in the 20 weeks, together with any days she actually worked during the same school year, add up to 90 or more.

### **How does a teacher on maternity leave get paid?**

For 18 weeks the teacher's salary is a combination of the Quebec Parental Insurance Plan maternity benefit and her regular salary less 7% of 1/200th for each working day. The last three weeks are paid by the School Board and the QPIP Parental Benefits plan. The 7% of 1/200th deduction is made since there are no pension deductions during a maternity leave of absence and yet pension credit is received.

### **Extensions with pay from the School Board:**

The teacher whose 21-week leave runs partly during the summer vacation period may extend the leave with pay from the School Board by an equivalent amount of time up to a maximum of 4 weeks. In other words, somebody whose 21 weeks expires July 28th could take 4 additional weeks with pay at the start of the following school year. Somebody whose baby arrives and therefore the leave begins on August 1st, could add 4 weeks with pay to her leave upon expiry of the 21-week period in December. In the latter case, if the 4 weeks run into the Christmas break, then those Christmas break days are excluded from the calculation of the 4-week extension.

This 4-week extension period with pay counts towards "experience" in determining whether or not a teacher has accumulated 90 days of experience in a given year in order to go up a step on the salary scale.

Upon completion of the paid leave, a teacher may further extend the leave with full pay from the School Board by using all or some of any sick leave bank of days left over from previous years. These days would not count towards "experience".

## **Extensions of the maternity leave without pay from the School Board**

Upon completion of the leave with pay, which may be 21 weeks or 25 weeks or even longer in the case where sick leave days are used, a teacher may extend her leave to complete the school year and for up to 2 more years after that, on a year to year basis, without pay from the School Board. A teacher must give at least 2 weeks' notice of her decision whether or not to extend her leave beyond the initial paid portion.

During the unpaid extension periods, a teacher is entitled to return to work full-time for any block of time comprised of the end of the paid leave to the end of December or the end of June, (depending which portion of the year her paid leave falls), September to December or January to June. She can then resume the leave of absence without pay until the unpaid extension periods have expired or until she decides to return to work during a subsequent block of time, as the case may be. If the teacher wishes to avail herself of this option, then she must so indicate to the School Board within the time delays in the collective agreement, (i.e. 2 weeks' notice for the schedule for the first year and 3 months' notice for the schedule for the second year.)

Finally, to add to the number of options available to a teacher who has completed the paid portion of her maternity leave, there is a provision for a teacher to take any number of weeks of leave of absence without pay from the School Board, up to a maximum of 52, beginning and ending at the teacher's choice, as long as the weeks are all taken before the expiry of seventy weeks from the date of birth. If a teacher chooses this option, then she may not choose any of the options referred to in the preceding two paragraphs.

During any unpaid extension periods, a teacher is entitled to apply for the QPIP Parental Benefits plan

### **Partial maternity leave without pay:**

For those extension periods beyond the initial paid portion of a maternity leave which are complete school years, the teacher may obtain 50% partial leaves of absence - i.e., the equivalent of 2-1/2 days per week.

### **Leave for doctors' appointments for pregnant teachers:**

A pregnant teacher is given a bank of 4 days to be used to cover visits to the doctor related to the pregnancy. The days may be used in half-days or full-days. No salary is deducted while the bank of 4 days is used. The code on the absence form for these days is 42.

### **Protecting your unborn child:**

A pregnant teacher whose working conditions expose her or her unborn child to infectious diseases or to physical dangers is entitled to a temporary transfer.

### **Any questions?**

This résumé is not intended to cover all the various possibilities concerning maternity leaves. Teachers are urged to telephone the RTU Office to arrange to come in to see us and to obtain individual advice on maternity leaves.

Information is also available on our website [www.rtu-ser.ca](http://www.rtu-ser.ca)

### **Paternity Leave**

A male teacher may take up to 5 days of paid paternity leave. The days need not be consecutive but must be taken within the period starting with the onset of labour and ending with the 15th day after the return home of the mother or child.

A teacher may also take a paid paternity leave of absence to take advantage of the 5 week paternity leave foreseen in the QPIP. These weeks must be consecutive.

### **Adoption Leave**

A teacher (male or female) may have a 5 week leave of absence with pay for the adoption of a child. If both spouses are employed in the public or parapublic sector, then the spouse who does not take the 5-week leave with pay, may take 5 days of leave with pay.

In the case of the spouse wanting to take the 5-week leave of absence, it is often impossible to give 2 weeks' notice, since the precise date of reception of the child may be indefinite. In such cases, the School Board should be informed in general terms of the situation, and given the more precise dates as soon as they are known.

A teacher may also take extensions of unpaid adoption leave of absence (the same as for maternity leave) which may be split (consecutively and not concurrently) by the spouses if they both work in the Quebec public or parapublic service.

## **INSURANCE PLANS**

### **1. Health Insurance (compulsory)**

Group health insurance with the Industrial-Alliance (1-877-422-6487) is compulsory for every teacher who cannot provide proof of similar coverage under their spouse's plan.

Brochures are available at the school board which outline the extent of the coverage under this health insurance plan.

To change one's coverage or to join the plan when one ceases to be covered by a spouse's plan, it is necessary to complete the appropriate form, which is available at the Human Resources Dept. at the School Board.

An RTU member may maintain group health insurance after retirement by becoming an associate or life member of PAPT.

### **2. Life Insurance (optional)**

Industrial-Alliance provides a group life insurance plan to teachers at competitive rates. Deductions are made directly from pay cheques.

This insurance is available in units of \$25,000. The first six units are at a fixed cost and a further four units are available at a cost which varies according to age. A new employee may obtain up to three units (\$75,000), without medical proof of insurability.

Under this plan, teachers may also insure the lives of a spouse for \$10,000 and dependent children for \$5,000 each, at an additional cost.

Insurance rates vary from year to year, and are available at the union office.

**3. Long-Term Disability Insurance (L.T.D.) - (compulsory)**

This salary insurance with Industrial-Alliance is compulsory for most teachers. The exceptions are teachers in TPP, or in RREGOP within 2 years of retirement and part-time teachers. It provides coverage after the 104 weeks of salary insurance provided for by the collective agreement. It pays an income of 50% of the salary that would have been earned as a teacher at the point at which the L.T.D. benefits begin.

These benefits are indexed to a maximum of 5% per year. This income is non-taxable, but is reduced at the point that other disability benefits received by the teacher from other sources bring the teacher's total income to an amount in excess of 90% of what the teacher's net salary would have been.

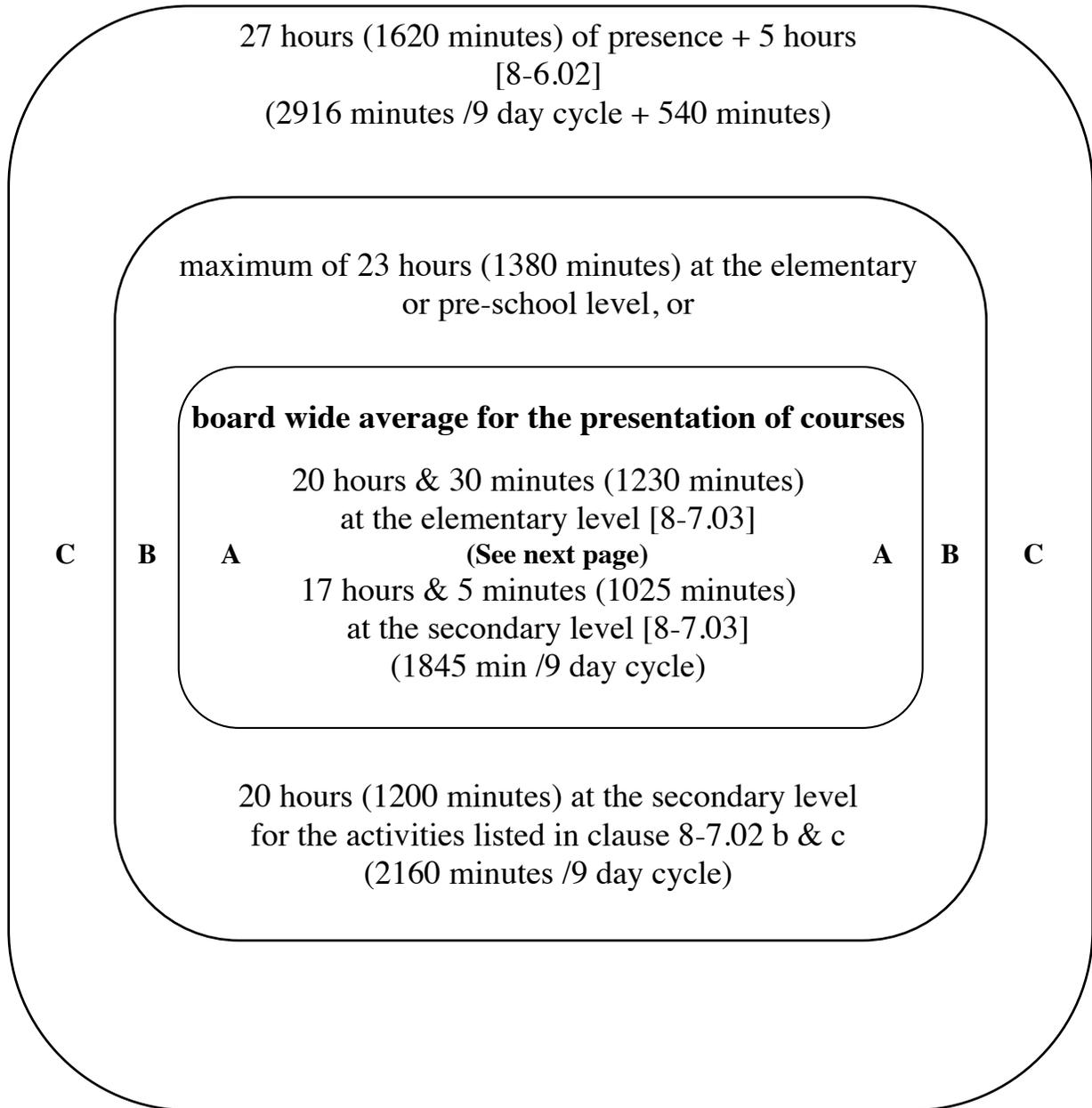
Teacher Pension Plan coverage includes disability benefits, so that teachers with 25 years of service in T.P.P. should consider opting out of the LTD coverage. Should they become disabled after 25 years of pensionable service they would not receive much benefit from L.T.D. insurance with SSQ.

**4. Accidental Death and Dismemberment (AD&D) - optional**

This insurance is offered by Industrial Alliance Insurance and covers accidental death and/or dismemberment.

**NOTES**

## Weekly Workload Limits For Full-time Teachers



For an elementary specialist with 26 or 27 different groups per week, the maximum time for **A** is 1140 mins/wk, for **B** 1290 mins; with more than 27 groups these maximums become 1110 & 1260 mins respectively. (8-7.04)

## Calculation of Workload

- A** teaching + supervision of student activities within student timetable  
+  
**B** homeroom + rotational supervision  
+ encadrement + remediation  
+  
**C** professional obligations + **1** + **2**  
+ recess\* + travelling time <sup>i</sup>  
+ **Personal work**

- 1** a maximum of 25 min/day if required by the school administration (8-6.06 Section II)
- 2** Non-assigned periods (spares) *may* be counted in presence time.

\* unless the teacher agrees otherwise

**i** itinerant teachers 8-6.06 Section I (g)

A teacher must be given sufficient notice of any change in the 27 hours, to allow the teacher to be present.

If the change is permanent, the teacher must be consulted and failing agreement, the notice must be at least 5 days.

(Staff meetings or Parent-Teacher Interviews / Open House - see the local agreement Chapter 8-8.05 section III)

Preschool and Elementary teachers should have at least one 30 minute period per day for preparations - Local Agreement 8-11.03

**Rules Concerning the Size  
of Pupil Groups**

**Regular and Special Classes**

The applicable class size maximums and averages are listed in clause 8-4.02 and Annex XXII. The maximums apply to the individual classes. The averages apply to the school board as a whole.

PUPIL CATEGORY	Average	Maximum
PRESCHOOL		
Kindergarten	18	20
PRIMARY		
Grade One*	20	22
Grade two*	22	24
Grade three to six	24	26
Disadvantaged areas (see Annex XXII)	18	20
SECONDARY		
Voc exploration	20	23
Regular - General Education Sec 1 & 2	26	28
Secondary three to five	27	29

When special education students are integrated into a regular class, it may be necessary to apply certain weighting factors to calculate the class size. If the special education students are classified as pupils with behavioral difficulties, they must be weighted when calculating class size. All other categories of special education students are weighted only if no support services are given to the teacher or if the board decides to weight them as well as giving support services. The weighting formula is found in Annex XIX

When a special education class contains more than one category of special education student, the maximum and average for this class are calculated in accordance with Annex XVIII.

In all cases, the identification of special education students is done in accordance with the categories and definitions in Annex XXXI.

### **Primary Combined Classes**

For these classes, compensation for exceeding the class size begins at the average in place of the maximum class size. When there are different averages applicable to the class, then the smallest average is used (8-4.06 g).

The other rules which govern the formation of split classes are set forth in clause 8-4.06.

### **Technical-Vocational Classes**

The applicable class size maximums and averages are listed in clause 13-15.05. The maximums apply to the individual classes. The averages apply to the school board as a whole.

When special education students are integrated into a technical-vocational class, it may be necessary to apply certain weighting factors to calculate the class size. The special education students are weighted only if no support services are given or if the board decides to weight them as well as giving support services.

When a technical-vocational teacher teaches a complementary course which is part of the regular secondary programme, the class sizes in clause 8-4.04 apply.

### **Exceeding the Maximums**

The board may exceed the maximums only for one or other of the following reasons:

- the lack of premises in the school (board),
- the limited number of groups in the school,
- the lack of qualified available personnel, or
- the geographical location of the school.

### **Compensation for oversize classes**

A teacher who teaches a group of pupils which on or after October 15th exceeds the maximum, is entitled to monetary compensation applicable as of the date on which the excess situation began. The amount is calculated according to the formula in Annex XXI. The calculation is done by a computer program based on the description of the class. The teacher may ask for a copy of this description.

If an excess no longer exists on October 15th, then no compensation is due.

## **EMPLOYMENT SECURITY**

The employment security provisions, Article 5-3.00, cover only regular teachers with tenure. The operation of the system is based upon seniority and teaching category.

What is **seniority**?

**Seniority** is the period of continuous time that you have been in the employ of the board. It is calculated in terms of years and fractions of years. It is **not** the number of years in a given school or category.

How does the board distinguish among teachers with equal seniority?

If two or more teachers have equal seniority, years of teaching experience is used as the tie-breaker. If, after this step, there remain teachers with equal seniority, then years of schooling (scholarship) is used as the tie-breaker.

What is a **category or sub-category**?

A **category or sub-category** is similar to a teaching discipline; e.g. Physical Education is a category.

How are the categories or sub-categories established?

At the beginning of each school year, the board, after **consultation** with the union, establishes its categories and sub-categories for the year.

When is there a surplus of personnel?

A surplus exists, **at the level of the board**, when the total number of regular teachers, in a category or sub-category, is greater than the total number of regular teachers, in the category or sub-category, needed for the following school year.

What happens when there is a surplus of personnel?

The board identifies, at the level of the board, the excess number of teachers for each category or sub-category. The teachers are identified as excess according to least seniority. This is List 1.

Are teachers who are excess in their schools automatically excess at the level of the board?

No! Some of these teachers will not be on List 1. They will be transferred to other vacant posts or to posts that are held by someone on List 1.

When does everyone find out what his/her status will be for the next year?

Before June 1st, the board will inform the teacher concerned, in writing, of any change in status.

N.B. Those with **tenure** are placed on availability; those **without tenure** are non-reengaged. Availability means you are still employed and will be used in a teaching function, although there is not a teaching post for you.

What is **tenure**?

**Tenure** is acquired by a teacher who has taught full time for the board for two years, or who has transferred to the board under the employment security provisions.

Check the Assignment and Transfer section for more details on the procedures the board must follow.

## **REGROUPMENT PLAN - ELEMENTARY**

**2015-2016**

---

### INSTRUCTION IN ENGLISH

General Subjects  
English Language Arts  
Physical Education and Health  
Music  
Visual Arts  
Drama  
Dance  
Special Education  
Computer Science

### INSTRUCTION IN FRENCH

French Immersion  
French Second language  
Education Physique et santé  
Musique  
Arts plastiques  
Art dramatique  
Danse  
Enfance inadaptée  
Informatique

**REGROUPMENT PLAN - SECONDARY  
2015-2016**

---

**INSTRUCTION IN ENGLISH**

Computer Science	Mathematics
Dance - Sec	Music
Drama	Science and Technology
English Language Arts	POP
Ethics and Religious Culture	Physical Education and Health
Guidance	Special Education
Human Sciences	Visual Arts
Home Economics	

**INSTRUCTION IN ANOTHER LANGUAGE**

Français	Français langue seconde
Sciences humaines	Spanish
Sciences et technologie	Éthique

---

**REGROUPMENT PLAN - PROFESSIONAL EDUCATION  
2015-2016**

---

Accounting	Professional Sales
Masonry - Bricklaying	Secretarial Studies
Health Care	Starting a New Business
Pharmacy Technical Assistance	

---

**REGROUPMENT PLAN - ADULT EDUCATION  
2015-2016**

---

Computers	Natural Sciences
English Language Arts	Personal & Social Development
English Second Language	Physical Education
French Second Language	Resource
Human Sciences	Social Integration
Mathematics	Sociovocational Integration
Spanish	Visual Arts

## ASSIGNMENT AND TRANSFER

### Definitions:

- a) The teaching portion of an assignment is the category or sub-category to which a teacher is assigned for the major part of his/her teaching schedule in a given school.
- b) A voluntary re-assignment is a change of assignment within the school as requested by either the school administration or the teacher and mutually agreed.
- c) A compulsory re-assignment is a change of assignment within the school as given by the school administration. Notice of compulsory re-assignment is to be given, in writing, by the school administration to the teacher, stating the reasons.
- d) A voluntary transfer is a mutually agreed transfer from a school as requested by either the teacher or the board.
- e) A compulsory transfer is a transfer necessitated by one of the following:
  - 1) by exception and as a solution to a particular circumstance as determined by the board in consultation with the union; or
  - 2) a drop in the number of students receiving instruction in the category or sub-category according to the regroupment plan to which the teacher is attached. No teacher shall be transferred for this reason after October 15th.

The teacher shall be notified, in writing that he/she is subject to a compulsory transfer.

### General Principle:

Where possible, the school administration and the board shall combine partial assignments within a school and part-time posts in different schools (5-21.11).

### Information:

The RTU will receive all the necessary information and documents.

**A. Steps to be followed in the case of the total or partial closure of a school, including the rezoning of school boundaries. These only apply if the pupils concerned are transferred to another school within the board.**

**Before February 7**

1. The board identifies the schools to be totally or partially closed and the receiving schools, as well as the number and level of the students being moved (5-3.09c).
2. The board determines the number and type of posts based upon the movement of students (5-3.09d).
3. The board posts a list of these posts in the schools to be totally or partially closed (5-3.09e).

**During the remainder of February**

4. Within five working days, the teachers in these schools shall inform the school administration of their preferences, using a copy of the form in Annex "E" (5-3.09f).
5. The board transfers the teachers respecting the following principles:
  - a) teachers shall be transferred from the school sending the pupils to the school receiving the pupils;
  - b) teachers shall be transferred according to preferences and seniority;
  - c) if too few apply for a particular school, the teachers shall be transferred by inverse seniority after taking into account those who stated a preference for the said school and the assignment criteria (5-3.09g).
6. The board may reassign or transfer two or more teachers to another category or sub-category or to another receiving school if each teacher's preference and the requirements of the post are respected (5-3.09h).

**Before March 1**

7. The board notifies the teachers of their provisional transfer. For the purposes of declaration of surplus, they are now on the staff of the receiving school. (5-3.09i,j).

**B. Steps to be followed each year, subsequent to those in Section A if necessary:**

**Procedures to be followed for the declaration of surplus.**

**Before April 30**

1. The principal, after consulting the teachers, informs the Board of staffing needs based on certain criteria. (5-3.10)
2. The board identifies provisional needs for personnel for the next school year by category or sub-category (5-3.10).
3. The board identifies excess, by inverse order of seniority, by category or sub-category. This is List 1 (5-3.11). These teachers may be placed in surplus before June 1.
4. The school administration informs School Council of provisional needs of personnel for the school. This information shall consist of the tentative list of the number of posts (full or partial) foreseen within each category and sub-category as well as the number of vacant posts (full or partial) foreseen by category and sub-category (5-3.12, 5-21.12\*\*).
5. The school administration determines, by category or sub-category, in inverse order of seniority, those teachers who are excess. The attempt is made to fill needs by the re-assigning of teachers in the school. This is done taking into account the assignment criteria and respecting seniority and preferences. Priority is given to excess teachers except where a voluntary re-assignment permits the assigning of an excess teacher who would not otherwise be placed.

The teachers remaining excess after this process form the school excess list (5-3.13, 5-21.14).

6. The school administration informs school excess teachers in writing, that they are excess and subject to compulsory transfer to another school (5-21.15a).
7. The board posts (in each school) the list of provisional vacancies in the board (5-21.15a).
8. Within five working days of posting of the list of vacancies:
  - a) Teachers, who are excess in the school, must inform the principal, in writing, of their choice of positions, using a copy of the form drawn up in Annex "F" (5-21.16a). The school administration should have copies of this form.

- b) Any other teacher (voluntary transfers) may apply for these vacancies, using the same procedure as that outlined for teachers who are excess in the school (5-21.16b).
- c) The school administration acknowledges receipt of requests from B8a and B8b by using the form Annex "F" (5-21.16c).

**Before May 18**

- 9. The board fills vacant positions with teachers, with the capacity, who are excess in the schools, or who have requested voluntary transfers. This is done by order of seniority (5-21.17).
- 10. Teachers, who are still in excess in a school after step B9, bump teachers in their own category or sub-category if these teachers are on List 1 (board excess list) but have not been declared excess in a school (5-3.15).
- 11. Teachers, who are still in excess in a school after steps B9 and B10, bump non-tenured teachers and List 1 teachers in any category or sub-category (5-3.16).
- 12. The board endeavours to reallocate so that teachers having greater seniority who were declared school excess receive a total assignment in one school building, according to the teacher's preferences (5-21.18).

**Before June 1**

- 13. The board notifies in writing, teachers who have been transferred to another school of their transfer (5-3.18, 5-21.20). This refers to teachers who were placed during steps B9, B10, B11 and B12.
- 14. The board assigns to regular substitution school excess teachers who were not on List 1 and who were not placed in a post by virtue of steps B9, B10 or B11 (5-3.19).
- 15. List 1 teachers, who have tenure and who do not have a post for the following school year, are placed on availability and non-tenured teachers without a post are non-reengaged for July 1. Non-tenured teachers are also non-reengaged if a teacher on availability at the board or, if referred by the Bureau, at another board, can fill the position. All are so notified by the board before June 1 (5-3.21, 5-3.22, 5-3.23).

**After June 1**

16. Two or more teachers may exchange their assignments and schools for the following school year, with the approval of the Director of Human Resources and the school administrations. These will be treated as voluntary transfers (5-21.23b).

**During June**

17. The school administration informs the teacher in writing, of the teaching portion of the assignment for the following school year (5-21.21a).
18. The board informs teachers on availability as well as those who will be on availability or assigned to regular supply as of July 1 of their provisional assignment and school (5-21.22).

**Before the First Day of Class**

19. A teacher transferred because of school excess, who meets the requirements of the post, shall be given the choice of returning to the former school to fill a vacancy. If two or more teachers are involved, the choice is granted by seniority (5-21.24).

**No Later Than October 15**

20. The board may make a compulsory transfer because of a drop in the number of students (5-21.09 b 2).

**C. Changes which may take place at any time:**

1. Two or more teachers, with the approval of the Director of Human Resources and the school administration, may temporarily exchange assignments for a maximum of one school year. The teachers are on loan and remain attached to their previous school and category (5-21.26).
2. A voluntary re-assignment or transfer\* (5-21.08b, 5-21.09a).
3. A compulsory re-assignment after a written notice stating the reasons, given normally two weeks before the re-assignment (5-21.08c).
4. A compulsory transfer necessitated by extenuating circumstance as determined by the board in consultation with the union (5-21.04 b 1).

\* **If a teacher requests a voluntary transfer for the following school year, then the provisions concerning declaration of surplus must be respected (5-21.23a).**

## **Professional Improvement System** (From the Handbook)

There should be a copy of the PIC Handbook in your staffroom.

### **Policy on Tuition Fees**

#### **Eligibility for Reimbursement**

- A.1 Only teachers on full-time or part-time contracts covered by the Collective Agreement are eligible to receive reimbursement of tuition fees for courses successfully completed.
- A.2 Teachers are not eligible to receive reimbursement of tuition fees for courses they successfully completed before they received a contract with this board.
- A.3 Teachers on part-time contracts are eligible to receive reimbursement of tuition fees on a pro rata basis.
- A.4 Teachers on a deferred salary leave of absence will be reimbursed for tuition fees on the same basis as teachers not on leave.
- A.5 Teachers on all other leaves of absence are not eligible for P.I.C. funds.

*Please note that teachers who receive reimbursement of tuition fees from the Ministry of Education are not eligible to receive reimbursement from P.I.C. funds.*

#### **Types of Courses and Rates of Reimbursement**

There are two categories of courses for which tuition fees are reimbursed:

##### **I. Courses at the CEGEP or university level that lead to a change in schooling status, though not necessarily a change in classification.**

- A.6 The P.I.C. will consider the reimbursement of tuition fees for courses completed outside the province of Quebec, provided that it is notified by the teacher before the course is undertaken and that it is recognized by a Quebec university. The tuition fee will be reimbursed, according to the PIC guidelines, on the basis of what a similar course would have cost at a Quebec CEGEP or university.

- A.7 Tuition fees for courses in subjects or disciplines that are currently part of the curriculum, or are likely to be part of the curriculum, or which provide pedagogical training are reimbursed at 60% of the tuition fee, up to the limit set forth in Appendix VI.
- A.8 Tuition fees for courses in subjects or disciplines that are not currently part of the curriculum, or are not likely to be part of the curriculum (e.g. administration, tourism, etc.) are reimbursed to a maximum of 30% of the tuition fee, up to the limit set forth in Appendix VI.

## **II. Non-credit courses which are recognized by the PIC.**

- A.9 The P.I.C. will consider the reimbursement of Board-organized computer courses up to the limit set forth in Appendix VI.
- A.10 The P.I.C. will consider the reimbursement of tuition fees for courses in subjects or disciplines that are currently part of the curriculum, or are likely to be part of the curriculum, or which provide pedagogical training at 60% of the tuition fee, up to the limit set forth in Appendix VI.

## **Procedures for Claiming Reimbursement**

- A.11 Teachers **must** complete the course information request form by the end of January for fall and winter courses and by the end of October for spring and summer courses. (Appendix I)
- A.12 Teachers **must** submit an *original transcript* (**official** if for a change of scholarship) indicating successful completion and an *official receipt* indicating the tuition fees according to deadlines set by the PIC.

## **Policy on Attendance at Workshops, Conferences & Seminars**

### **General Guidelines**

- B.1 The goal of the in-service activities is the improvement of classroom instruction. Consequently activities that enable teachers to improve their classroom skills are included in the in-service plan. These activities may involve attending workshops, conferences and seminars as well as visiting schools in the Riverside School Board or elsewhere.

### **Application Procedures**

- B.2 The application forms may be obtained from the principal's office, the Human Resources Department, or the RTU office. If you wish, you may make a photocopy of Appendix IV.
- B.3 The completed form and a copy of the program for the particular event should be submitted well in advance of the event: 2 months in advance for out of town conferences, but no later than 20 working days before any event. UNDER NO CIRCUMSTANCES WILL CONSIDERATION BE GIVEN TO **AFTER THE FACT** APPLICATIONS.
- B.4 All applications to attend in-service activities are acknowledged. If a teacher does not receive an acknowledgement within eight days of the submission of the application form, the teacher should contact the Human Resources Department.

### **WHO ARE WE - WHERE DO WE FIT?**

#### **ALPHABET SOUP AND THE RTU**

The **RTU** holds the teacher bargaining certificate for the Riverside School Board teachers and is a member union of the **QPAT** (Quebec Provincial Association of Teachers). The QPAT negotiates with the **CPNCA** (Comité Patronal de Négociation des commissions scolaires anglophone) which represents the government and **QSBA** (Quebec School Board Association) at the provincial level. The QPAT is in cartel with the **CEQ** (Centrale des enseignant(e)s du Québec) which now includes more than just teachers and includes teachers from the CEGEPS and the private sector. The CEQ group we have the most affinity with is the **FSE** (Fédération des syndicats des enseignants) the public sector teachers.