



## Full-Time Teacher Preparation Time

The following summary examines full-time teacher preparation clauses in selected teacher collective agreements across Canada in effect as at January 1, 2013. In provinces where these provisions are negotiated at the local level a sample of collective agreements were examined.

Preparation time for teachers is addressed in various ways across jurisdictions. The following (article 18.06 (b) of the Halton Catholic School District collective agreement for secondary teachers) is an example of how preparation time may be defined:

*Planning/preparation time means the allocated time during the school day when a teacher is not directly involved with teaching and supervisory assignments in order that she/he may perform various planning/preparatory activities which are integral and/or supplementary to the teaching process. Activities included in the teaching process are: (a) curriculum planning (b) co-ordination, (c) pupil evaluation, (d) meetings with parents, other teaching staff members, consultative support staff, administrators, extended service agencies and other persons who are directly or indirectly involved with the teacher's responsibilities and (e) preparation of reports and profiles.*

As indicated in the table, the most common type of provision is a guaranteed minimum amount of preparation time per week or per cycle. In some cases, however, preparation time is expressed as a percentage of total instructional or assignable time rather than being prescribed in minutes. Although not covered in this article, preparation time clauses often stipulate duration in minutes of scheduling blocks allocated for this purpose. Moreover, preparation time for part-time teachers is typically allocated on a pro-rated basis relative to full-time teacher allocations reported in the table below.

Jurisdiction	Minimum Number of Minutes	Collective Agreement Clause
Newfoundland and Labrador*	Not specified	<b>Article 29.01 (a)</b> There shall be consultation at the local level between teachers and their principals in determining the allocation to teachers of curricular and non-curricular duties. The workload of teachers will be distributed in a fair and equitable manner, and the process will involve, but not be limited to, consideration of the number of students, number of course preparations, number of teacher preparations periods...
Prince Edward Island	Not specified	<b>Article 36.03</b> ...each teacher shall have regularly scheduled class time free each cycle from teaching or supervision for purposes of preparation, consultation and/or administrative tasks provided it does not result in a need for additional staff resources. (cont'd)

Jurisdiction	Minimum Number of Minutes	Collective Agreement Clause
		<p><b>36.07</b> ...preparation time...shall be distributed on a fair and equitable basis among the teaching staff of a school.</p> <p><b>42.03</b> It is the responsibility of the Department to provide in-service programs which gives teachers the opportunity to prepare for new programs.</p>
<b>Nova Scotia</b>		
Provincial*	<p>No less than an average of 10% of assigned time in 6 of 7 school boards examined</p> <p>and 150/minutes/5 day cycle in Halifax Regional</p>	<p><b>25.05 (ii)</b> up to 3 days per teacher per year for such purposes as pupil evaluation and classification and administrative purposes;</p> <p><b>(iv)</b> up to one (1) day per teacher per year in addition to days provided in (ii) for the preparation of anecdotal student reports.</p> <p><b>Article 59</b></p> <p><b>59.01</b> Marking and preparation time for teachers shall be governed by provisions as contained in an agreement between a School Board and the Union in effect at the time of the signing of this Agreement which are contained in Appendix F, Marking and Preparation Time. [SEE ATTACHED AT END OF THIS DOCUMENT]...</p>
Halifax Regional*	150 min/5 day cycle	<b>Article 39.01</b> ...the equivalent of 30 minutes per day marking and preparation time within the time cycle of the school...
<p>Annapolis Valley Regional* (43.1)</p> <p>Cape Breton-Victoria Regional* (18.02)</p> <p>Chignecto Central Regional* (38.01)</p> <p>Conseil Scolaire Acadien Provincial* (24.01)</p> <p>Southwest Regional* (44.01)</p> <p>Strait Regional* (45.1)</p>	No less than an average of 10% of assigned time	<p>...the time allotted for preparation and marking on schedules determined by the Board* shall include no less than an average over a reasonable time cycle of ten percent (10%) for such activities...</p> <p>[*“District Boards” indicated for Southwest Regional School Board.]</p>
<b>New Brunswick*</b>	175 min/week of 5 instructional days	<p><b>Article 19</b></p> <p><b>19.01</b> Where local circumstances permit, teachers shall be allowed...a minimum of one preparation period of not less than thirty-five (35) minutes per day or an equivalent amount of preparation time based on a longer time period.</p>

(cont'd)

Jurisdiction	Minimum Number of Minutes	Collective Agreement Clause
		<p><b>19.03</b> ...teachers holding supplementary positions of responsibility shall, where local circumstances permit, be allowed, in addition to the preparation period specified in Clause 19.01, at least one period per day or an equivalent amount of time based on a longer time period to carry out duties associated with their positions.</p>
<p><b>Quebec</b></p>	<p>300 minutes per week for work of a personal nature and at least 240 minutes per week of non-instructional time for preschool or elementary teachers (27 hours at school/week minus maximum of 23 hours instructional time) 420 minutes of non-instructional time per week for secondary teachers (27 hours at school/week minus max of 20 hours instructional time)</p>	<p>The collective agreement provides for hours worked at school and hours that may be assigned to instruction.</p> <p><b>8-6.02 a)</b> A teacher shall be required to be present for a total of 32 hours per workweek or the equivalent. The 32 hours of work will include:</p> <ul style="list-style-type: none"> <li>i) 27 hours per week or the equivalent at his or her assigned place of work...</li> <li>ii) five hours per week or the equivalent to carry out work of a personal nature in keeping with the general duties...</li> </ul> <p><b>8-7.02</b> ...the board or school principal shall respect the following maximums in assigning teachers to the activities...</p> <ul style="list-style-type: none"> <li>i) 23 hours per week or the equivalent for full-time teachers at the preschool or elementary level</li> <li>ii) 20 hours per week or the equivalent for full-time teachers at the secondary level</li> </ul> <p>Please see the relevant clauses of the QPAT agreement in the appendix.</p>
<p><b>Ontario</b></p>		
<p><b>Elementary</b></p>		
<p>Durham*</p>	<p>240 min/cycle of 5 instructional days</p>	<p><b>17.05 Preparation Time</b> f). Effective August 31, 2012, preparation time for each full-time teacher shall be increased to 240 minutes (per cycle of five instructional days)</p>
<p>Toronto*</p>	<p>480 minutes/ 10 day cycle</p>	<p><b>15.1</b> Effective August 31, 2012 every classroom Teacher shall be entitled to 480 minutes of preparation time per 10 day cycle free from classroom instruction and supervisory duties (exclusive of student recesses and a scheduled daily lunch period).</p> <p>Notwithstanding the foregoing, existing provisions or practices respecting preparation time which provide superior benefits to the provisions set out above shall be maintained at each school.</p>
<p>Ottawa-Carleton*</p>	<p>240 min/cycle of 5 instructional days</p>	<p><b>27.01 a)</b> ...preparation time for each full-time teacher...August 31, 2012: 240 minutes per cycle of five instructional days.</p>



<b>Jurisdiction</b>	<b>Minimum Number of Minutes</b>	<b>Collective Agreement Clause</b>
Halton Elementary* (ETFO)	240 min/cycle of 5 instructional days	<b>29.07.04</b> The Board will maintain a minimum preparation time for full-time teachers of two hundred and forty (240) minutes per cycle of five (5) instructional days (pro-rated for part-time staff), for the exclusive use of each Member to be designated as preparation time ...
Halton Elementary* (OECTA)	240 min/week during the instructional day	<b>18.03 (f)</b> The parties agree that preparation time for a full time teacher shall be ... August 31, 2012: 240 minutes.
London Catholic*-Elementary Teachers	240 minutes/week	<b>21.10 (c)</b> Full-time teachers in JK to grade 8 shall be granted...for the purpose of preparation, consultation, planning and evaluation...a minimum of 240 minutes per week.
<b>Secondary</b>		
London Catholic*-Secondary Teachers	5 full periods/week of 5 instructional days	<b>21.11 (f) (ii)</b> For the purposes of preparation, consultation, planning and evaluation, each full-time secondary teacher shall be granted one full period per day, subject to the assignment of on-calls...
Halton Secondary* (OECTA)	225 min/week	<b>18.06</b> Each classroom teacher shall normally be assigned a minimum of 225 minutes per week for preparation and planning time.
<b>Manitoba</b>		
Winnipeg Elementary Teachers	180 min/6 day cycle	<b>20.01</b> ...the Division shall provide a minimum of 180 minutes of preparation time for each full-time elementary teacher and...
Winnipeg Secondary Teachers	240 min/6 day cycle	a minimum of 240 minutes for each full-time secondary teacher per 6 day cycle
<b>Saskatchewan</b>		
Regina* Public-Elementary Schools	240 minutes/5 day cycle + 1,380 minutes + 450 minutes prior to the first day of school for students + 150 minutes after the last day of school for students	<b>18.02.01</b> Effective July 1, 2010, each elementary school shall be allocated sufficient staff to provide every teacher responsible for the instruction of a class a total of 240 minutes of preparation time per 5-day cycle...Where the school timetable cycle is not five days in length...the allocation of preparation time shall be such as to average 240 minutes per 5-day cycle. <b>18.02.03</b> In addition...each elementary school teacher shall be provided with 1380 minutes of preparation time. <b>18.02.04</b> ...elementary teachers shall be provided with an additional 450 minutes of preparation time to be allocated at the beginning of the school year prior to the first day of school for students, and an additional 150 minutes of preparation time to be allocated at the end of the school year after the last day of school for students.

Jurisdiction	Minimum Number of Minutes	Collective Agreement Clause
Regina* Public- High Schools	Average of 285 minutes/5 day teaching cycle  + 300 minutes before first day of school for students  + 300 minutes at the end of Semester 1	<p><b>18.03.01</b> High school teachers shall receive on average 57 continuous minutes of preparation time per teaching day averaging 285 minutes of preparation time per five-day teaching cycle unless otherwise agreed upon in writing by the teacher.</p> <p><b>18.03.02</b> Preparation time shall be pro-rated on staff meeting days.</p> <p><b>18.03.03</b> In addition...high school teachers shall be provided with 300 minutes of preparation time prior to the first day of school for students and 300 minutes of preparation time at the end of Semester 1 in addition to turnaround day.</p>
Regina*- Elementary and Secondary Schools		<p><b>18.05</b> Teachers assigned to duties which do not involve regular instruction of classes, shall be excluded from the formula for calculating the staff component required to provide preparation time...</p> <p><b>18.06.</b> The principal may, when the need arises, temporarily assign a teacher instructional duties during preparation time in order to deal with short-term teacher absences due to an emergent situation, or pre-approved absence of one-half day or less. In this event the Principal will in consultation with the teacher, arrange to provide the equivalent preparation time at a later date in the school year.</p>
Saskatchewan Rivers*	Minimum of 10% of instructional time	<p><b>11.2</b> Each school shall generate no less preparation time for teachers within the school than was in place in June 2001.</p> <p><b>11.3</b> ...provide each teacher with a minimum of ten (10%) percent of his/her instructional time as preparation time.</p>
<b>Alberta</b>		
Calgary Public*	Not specified	<p><b>23.3</b> A teacher not in receipt of any administrative allowance will not be assigned duties in excess of thirty (30) hours per week, averaged over the school year. Assignable duties shall be devoted to instruction, marking, lesson preparation...</p>
Edmonton Public*	Not specified	<p><b>13.2</b> A teacher will not be assigned duties in excess of 1,800 minutes per week, of which a maximum of 1,430 minutes will be devoted to the instruction of pupils.</p>



Jurisdiction	Minimum Number of Minutes	Collective Agreement Clause
<b>British Columbia</b>		
Provincial*	Minimum of 90 minutes/week	<p><b>D.4.2</b> ... in districts where elementary teachers are entitled to less than 90 minutes of preparation time each week, each full-time elementary teacher shall receive 90 minutes of preparation time per week scheduled in accordance with the Previous Collective Agreement.</p> <p>[Note: In Surrey*, for example, full-time-elementary teachers are entitled to a minimum of one hundred (100) minutes per week and will retain this]</p> <p><b>D.5.3</b> In the absence of any other agreement with respect to the instructional day and preparation time, the provisions of the Collective Agreement with regard to secondary schools shall apply to middle schools.</p>
Yukon*	12% of instructional time	<b>34.02 a).</b> Teachers shall be entitled to 12% of their total instructional time when averaged over the school year to be used as preparation time.
<b>Northwest Territories</b>		
GNWT	Not specified	<b>11.07</b> The Employer will make every reasonable effort to ensure teachers are provided preparation time.
Yellowknife #1	Not specified	No Clause, however: <b>26.09</b> ... principals, in consultation with staff, will allocate 180 minutes in each 6 day teaching cycle between the hours of 11:00am and 2:00pm free of instructional or supervision duties for each teacher and education assistant as lunch periods. These duty free lunch periods shall not be considered preparation time.
Yellowknife RCS*	Not specified	<p><b>25.01</b> The Board will make every reasonable effort to maintain an operational policy, which will allow teachers a reasonable amount of preparation time throughout their instructional year.</p> <p><b>25.02</b> Each teacher is entitled to a supervision-duty free period....Preparation time is not to be considered as part of this supervision-duty-free period.</p>
Nunavut	Not specified	<b>11.08</b> The Employer will make every reasonable effort to ensure Teachers are provided preparation time.

\* Collective agreement expired.

## **NOVA SCOTIA-APPENDIX F**

### **MARKING AND PREPARATION TIME**

#### **ANNAPOLIS VALLEY REGIONAL SCHOOL BOARD**

##### **ARTICLE 43 - Marking and Preparation**

- 43.1 The Board may schedule such activities in the school day as it considers appropriate for each teacher, provided the time allotted for preparation and marking on schedules determined by the Board shall include no less than an average over a reasonable time cycle of ten per cent (10%) for such activities, the remaining ninety per cent (90%) being for instruction or related assignments.
- 43.2 Marking and preparation time shall not be scheduled during the teacher's:
- (a) recess or recess supervision;
  - (b) lunch breaks;
  - (c) home room registration;
  - (d) extra-curricular activities which are not a formal part of a course;
  - (e) hall monitoring and supervision; or
  - (f) the time for changing classes.
- 43.3 Marking and preparation shall be scheduled during "instructional time" which includes:
- (a) all direct classroom instruction;
  - (b) co-curricular activities which are a formal requirement of a program and are required in order to gain credit in a course (eg. choir as part of a music credit);
  - (c) library, supervised study and guidance;
  - (d) student-centred resource activities;
  - (e) formally assigned administrative responsibilities (eg. class scheduling);
  - (f) supervision of in-school suspension activities; and
  - (g) P-6 recess supervision.
- 43.4 The parties agree that any "reasonable time cycles"/scheduling issues/concerns related to the implementation of this Article may be considered at a meeting of the Management-Teacher Committee as provided for in Article 6 of this Agreement.

## **CAPE BRETON-VICTORIA REGIONAL SCHOOL BOARD**

### **ARTICLE 18 - WORKLOAD**

- 18.01 When a teacher is requested by the Board to assist in course and/or curriculum development and the teacher accepts, the Board shall adjust the teacher's workload to compensate for the time involved in curriculum development.
- 18.02 The Board may schedule such activities in the school day as it considers appropriate for each teacher, provided the time allotted for preparation and marking on schedules determined by the Board shall include no less than an average over a reasonable time cycle of ten percent (10%) for such activities, the remaining ninety percent (90%) being for instruction or related assignments.
- 18.03 Marking and preparation time shall not be scheduled during the teacher's:
- (a) recess or recess supervision;
  - (b) lunch breaks;
  - (c) home room registration;
  - (d) extra-curricular activities which are not a formal part of a course;
  - (e) hall monitoring and supervision; or
  - (f) the time for changing classes.
- 18.04 The parties agree that any reasonable time cycles/scheduling issues/concerns related to the implementation of this Article may be considered at a meeting of the Employer-Teacher Committee as provided for in Article 43 of this Agreement.
- 18.05 The Board will make reasonable efforts to establish reasonable time cycles which will minimize the inconvenience to individual teachers.



## **CHIGNECTO CENTRAL REGIONAL SCHOOL BOARD**

### **ARTICLE 38 – MARKING AND PREPARATION**

- 38.01 The Board may schedule such activities in a school day as it considers appropriate for each teacher, provided that the time allotted for preparation and marking on schedules determined by the Board shall include no less than an average, over a reasonable time cycle, of ten per cent (10%) for such activities, the remaining ninety per cent (90%) being for instruction or related assignments.
- 38.02 The Board and the Union shall establish a joint Marking and Prep Committee, consisting of two (2) representatives from each party, to monitor compliance with this Article. The Marking and Prep Committee shall select from its membership alternating chairs.
- 38.03 Marking and preparation time shall not be scheduled during the teacher's:
- a. recess or recess supervision;
  - b. lunch breaks;
  - c. home room registration;
  - d. extra-curricular activities which are not a formal part of a course;
  - e. hall monitoring and supervision; or
  - f. the time for changing classes.
- 38.04 Marking and preparation shall be scheduled during "instructional time" which includes:
- a. all direct classroom instruction;
  - b. co-curricular activities which are a formal requirement of a program and are required in order to gain credit in a course (eg. choir as part of a music credit);
  - c. library, supervised study and guidance;
  - d. student-centered resource activities;
  - e. formally assigned administrative responsibilities, eg. class scheduling;
  - f. supervision of in-school suspension activities; and
  - g. P-6 recess supervision.



## **CONSEIL SCOLAIRE ACADIEN PROVINCIAL**

### **ARTICLE 24 -MARKING AND PREPARATION TIME**

24.01 The Board may schedule such activities in the school day as it considers appropriate for each teacher, provided the time allotted for marking and preparation on schedules determined by the Board shall include no less than an average over a reasonable time cycle of ten per cent (10%) for such activities, the remaining ninety per cent (90%) being for instruction or related assignments.

24.02 Marking and preparation time shall not be scheduled during the teacher's:

- (i) recess or recess supervision;
- (ii) lunch breaks;
- (iii) home room registration;
- (iv) extra-curricular activities which are not a formal part of a course;
- (v) hall monitoring and supervision; or
- (vi) the time for changing classes.

24.03 Marking and preparation shall be scheduled during "instructional time" which includes:

- (i) all direct classroom instruction;
- (ii) co-curricular activities which are a formal requirement of a program and are required in order to gain credit in a course (e.g. choir as part of a music credit);
- (iii) library, supervised study and guidance;
- (iv) student-centred resource activities;
- (v) formally assigned administrative responsibilities (eg. class scheduling);
- (vi) supervision of in-school suspension activities; and
- (vii) recess supervision for primary to grade six.

24.04 The parties agree that any "reasonable time cycles"/scheduling issues/concerns related to the implementation of this Article may be considered at a meeting of the Management-Teacher Committee as provided for in Article 36 of this Agreement.

## **HALIFAX REGIONAL SCHOOL BOARD**

### **ARTICLE 39 - MARKING AND PREPARATION TIME**

- 39.01 Each teacher shall be entitled to the equivalent of thirty (30) minutes per day marking and preparation time within the time cycle of the school. A time cycle is defined as that period of time in which the school's schedule repeats itself (e.g. five (5) day cycle, six (6) day cycle).
- 39.02 Any marking and preparation time taken by a teacher pursuant to this Article shall be taken during the instructional day.

## **SOUTHWEST REGIONAL SCHOOL BOARD**

### **ARTICLE 44 - MARKING AND PREPARATION TIME**

- 44.01 The District Boards may schedule such activities in the school day as it considers appropriate for each teacher, provided the time allotted for marking and preparation on schedules determined by the District Boards shall include no less than an average over a reasonable time cycle of ten per cent (10%) for such activities, the remaining ninety per cent (90%) being for instruction or related assignments.
- 44.02 Marking and preparation time shall not be scheduled during the teacher's:
- (i) recess or recess supervision;
  - (ii) lunch breaks;
  - (iii) home room registration;
  - (iv) extra-curricular activities which are not a formal part of a course;
  - (v) hall monitoring and supervision; or
  - (vi) the time for changing classes.
- 44.03 Marking and preparation shall be scheduled during "instructional time" which includes:
- (i) all direct classroom instruction;
  - (ii) co-curricular activities which are a formal requirement of a program and are required in order to gain credit in a course (e.g. choir as part of a music credit);
  - (iii) library, supervised study and guidance;
  - (iv) student-centered resource activities;
  - (v) formally assigned administrative responsibilities, e.g. class scheduling; and
  - (vi) supervision of in-school suspension activities.
- 44.04 The parties agree that any "reasonable time cycles"/scheduling issues/concerns related to the implementation of this Article may be considered at a meeting of the District Management-Teacher Committee as provided for in Article 8 of this Agreement.

## **QUEBEC PROVINCIAL ASSOCIATION OF TEACHERS**

### **8-5.00 DURATION OF WORKING TIME**

#### **8-5.01**

A teacher's work year shall comprise 200 workdays and, unless there is an agreement to the contrary between the board and the union, it shall begin on September 1 and end on the following June 30.

#### **8-5.02 Distribution in the calendar year of the workdays within the work year excluding the determination of the number of workdays and period covered by the work year**

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

### **8-6.00 WORKWEEK**

#### **8-6.01**

A teacher's workweek shall comprise five days from Monday to Friday and include 32 hours of work at school. However, the board or the school principal may, as regards the 27 hours of work prescribed in subparagraph i) of subclause a) of clause 8-6.02, assign the teacher to a place of work other than the school.

Moreover, at the teacher's request, the board or the school principal may, as regards the five hours prescribed in subparagraph ii) of subclause a) of clause 8-6.02, assign a teacher to a place of work other than the school.

#### **8-6.02**

- a) A teacher shall be required to be present for a total of 32 hours per workweek or the equivalent. The 32 hours of work include:
- i) 27 hours per week or the equivalent at his or her assigned place of work at times determined by the board or the school principal for each teacher;
  - ii) five hours per week or the equivalent to carry out work of a personal nature in keeping with the general duties prescribed in clause 8-2.01.

The time required for the first 10 group meetings held immediately after the dismissal of all students and for the first three meetings with parents may exceed 32 hours. In which case, the excess time shall be compensated, during other weeks or days, by an equivalent reduction in the time prescribed for work of a personal nature mentioned in the preceding paragraph. The teacher shall determine the times during which work of a personal nature shall be reduced in the manner prescribed in subclause d), as though it involved a change of an occasional nature.

For the purposes of determining the number of hours devoted to carrying out work of a personal nature, the time required for the first 10 group meetings held immediately after the dismissal of all students and for the first three meetings with parents is considered as work of a personal nature.

- b) The teacher shall be notified of any change in the distribution of the 27 hours prescribed in subparagraph i) of sub clause a) by prior notice which shall be sufficient to allow the teacher to be present at the required time.

Moreover, if a change of a permanent nature is involved, the teacher must have been consulted and, failing agreement on the time of the change, prior notice must be of at least five days, unless there is an agreement to the contrary between the board and the union.

- c) The teacher shall determine the work he or she shall carry out during the hours prescribed in subparagraph ii) of sub clause a) based on the work of a personal nature related to the general duties specified in clause 8-2.01 as well as the times when he or she shall carry out the work from among the times not yet determined by the board or the school principal for the 27 hours of work, for the first 10 group meetings held immediately after the dismissal of all students and for the first three meetings with parents.
- d) The following terms and conditions apply for the purposes of determining the times prescribed for work of a personal nature referred to in subparagraph ii) of sub clause a), unless there is an agreement to the contrary between the board and the union:
  - i) at the beginning of the work year, the teacher shall notify the school principal as soon as possible of the appropriate times when he or she shall carry out work of a personal nature;
  - ii) subsequently, the time must be modified by the teacher to take into account any time determined by the school principal to carry out the 27 hours of work and the time prescribed for the first 10 group meetings held immediately after the dismissal of all students and for the first three meetings with parents;
  - iii) the time devoted to work of a personal nature may also be modified by the teacher during the course of the year, in which case a prior notice of at least 24 hours is required if a change of an occasional nature is involved and must specify the reason for the change;
  - iv) moreover, if a change of a permanent nature is involved, the time devoted to work of a personal nature may be modified by the teacher during the course of the year, in which case a prior notice of at least five days is required and must specify the reason for the change.
- e) The 32 hours prescribed in sub clause a) fall within a framework of 35 hours per week or the equivalent which shall also be determined by the board or the school principal for each teacher.

Moreover, the framework must not exceed a daily span of eight hours.

The board and the union may modify or replace the framework of the workweek and daily span.

- f) The 32 hours, the framework of 35 hours and the daily span of eight hours do not include the period prescribed for the teacher's meal.

The 27 hours, the framework of 35 hours and the daily span of eight hours do not include the time prescribed for the first 10 group meetings held immediately after the dismissal of all students or the first three meetings with parents.

- g) The work of a personal nature prescribed in subparagraph ii) of sub clause a) shall be carried out within the 8-hour daily span.

Notwithstanding the preceding paragraph, sub clauses e) and f) and clause 8-6.04, work of a personal nature may be carried out outside the framework of 35 hours or the daily span of eight hours, subject to an agreement between the teacher and the school principal.

The teacher may also decide to carry out work of a personal nature outside the framework of 35 hours or the daily span of eight hours according to the following terms and conditions:

- i) a maximum of four hours per week may thus be scheduled outside the framework of 35 hours or the 8-hour daily span;
- ii) the work shall be carried out during the 30 minutes immediately preceding or following the 8-hour daily span or during any part of the teacher's meal period prescribed in clause 8-8.03 exceeding 50 minutes;
- iii) the times for carrying out the work thus determined during the lunch period cannot exceed two hours per week.

### **8-6.03**

In the case of itinerant teachers, the board must take into account the fact that the teachers must travel from one building to another in determining the 27 hours.

### **8-6.04**

The board shall determine, after consultation with the union, the beginning and end of a teacher's workday.

### **8-6.05**

In the case where the instruction provided to students covers a cycle other than a 5-day cycle, the term "or the equivalent" means that the 32 hours, the 27 hours, the five hours and the 35 hours shall be reduced or increased proportionately.

### **8-6.06 Terms and conditions for the distribution of working hours**

This matter is the subject of clauses negotiated and agreed at the local or regional level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

## **8-7.00 WORKLOAD**

### **8-7.01**

For the purposes of applying this chapter, the following definitions apply.

- a) Support (encadrement):
  - intervention by a teacher with a student or a group of students to promote the student's personal and social development and to encourage him or her to assume his or her responsibilities as regards his or her own education.
- b) Remediation:
  - intervention by a teacher with a student or a group of students to prevent problems or academic delays and to provide special support measures to students experiencing problems or academic delays. At the elementary level, the teacher shall carry out remediation activities with his or her students.
- c) Supervision of arrival and dismissal of students:
  - supervision of a group of students ensured by the teacher responsible for the group upon arrival and dismissal from classes. This supervision may not be included in the workload.

### **8-7.02**

- a) Subject to clauses 8-7.04 and 8-7.05, the board or school principal shall respect the following maximums in assigning teachers to the activities described in subclauses b) and c) of this clause:
- i) 23 hours per week or the equivalent for full-time teachers at the preschool or elementary level;
  - ii) 20 hours per week or the equivalent for full-time teachers at the secondary level.
- b) The teacher's workload shall consist of services to which he or she is assigned by the board or the school principal and which he or she provides directly to students. The workload includes the presentation of courses and lessons, developmental and cognitive learning activities, student activities, support, remediation, homeroom and supervision, with the exception of the supervision of the arrival and dismissal of students and the passing time of students at recess and between periods.
- c) For the teacher-specialist in guidance, the workload also includes guidance services to which he or she is assigned by the board or the school principal and which he or she provides directly to students.
- d) The workload does not include the time during which the teacher provides additional services to students under article 8-2.00 and to which he or she is not assigned by the board or the school administration. Furthermore, it does not include the teacher's participation in student activities which are not part of the students' timetable and which are provided by the teacher on a voluntary basis.

In these cases, the teacher must complete any activity to which he or she has committed himself or herself, barring uncontrollable circumstances.

- e) Should the board exceed, for special reasons, the maximum prescribed in subclause a) for a given teacher, the teacher is entitled to the remuneration determined in clause 6-7.02.
- f) When the school organization so requires, the teacher's workload or, where applicable, the average time to be devoted to the presentation of courses and lessons may vary within the school year.

Even if the school organization does not require it, the workload may vary within a school year due to a variation in the workload activities other than the presentation of courses and lessons and the developmental and cognitive learning activities.

Should the workload vary within the school year, the term "or the equivalent" mentioned in subclause a) of this clause and in subclause a) of clause 8-7.03 means on an annual basis.

### **8-7.03**

- a) Unless there is an agreement to the contrary between the board and the union, the average teaching time to be devoted to the presentation of courses and lessons, as well as to the supervision of student activities within the students' timetable, shall not exceed:
- i) 20 hours and 30 minutes per week or the equivalent for all full-time teachers at the elementary level;
  - ii) 17 hours and five minutes per week or the equivalent for all full-time teachers at the secondary level.

- b) The average time shall be established on October 15 by dividing the total number of hours devoted to those activities for each full-time teacher at the level concerned by the total number of full-time teachers at that level. If the average teaching time for a given level exceeds the average teaching time specified in the preceding sub clause a), the board shall add to the professional improvement budget for the following school year compensation established in the following manner:

the difference between the actual average time and the average time prescribed, divided by the average time prescribed, multiplied by the number of full-time teachers at the level, multiplied by the average salary of those teachers, divided by 200 and multiplied by the number of days during which the excess existed.

- c) For the purposes of the preceding sub clauses a) and b), a full-time teacher is a regular teacher, with the exception of a teacher on availability, a department head, a supporting teacher within the meaning of article 8-11.00, a teacher referred to in sub clause a) of clause 5-3.36 and a teacher on a full-time or part-time leave of absence for the whole year in accordance with this agreement.

#### **8-7.04**

For the specialist who has 26 or 27 different student groups, the maximum time to be devoted to the presentation of courses and lessons shall be 19 hours and the workload shall be 21 hours and 30 minutes per workweek.

For the specialist who has over 27 different student groups, the maximum time to be devoted to the presentation of courses and lessons shall be 18 hours and 30 minutes and the workload shall be 21 hours per workweek.

If the instruction provided covers a cycle other than a 5-day cycle, the number of hours mentioned in this clause shall be adjusted proportionately.

#### **8-7.05**

If the instruction provided covers a cycle other than a 5-day cycle, the term "or the equivalent" means that the teacher's workload or, where applicable, the average time to be devoted to the presentation of courses and lessons for that cycle shall be reduced or increased proportionately.

#### **8-7.06**

Unless there is an agreement to the contrary between the board and the union, at least 50% of the full-time teacher's workload prescribed in clause 8-7.02 shall be devoted to the presentation of courses and lessons as well as to the supervision of student activities within the students' timetable.

This clause does not apply to teacher-specialists in guidance, teachers assigned to regular substitution, teachers on availability.