

LETTER OF AGREEMENT 2005-2010 – NUMBER 05

ON THE ONE HAND :

LA FÉDÉRATION AUTONOME DU COLLÉGIAL (FAC)

AND ON THE OTHER HAND,

LE COMITÉ PATRONAL DE NÉGOCIATION DES COLLÈGES (CPNC)

CONCERNING AMENDMENTS TO THE STIPULATIONS
OF THE 2005-2010 COLLECTIVE AGREEMENT

Whereas clause 10-1.01 specifies that the stipulations may be amended by a letter of agreement concluded between the provincial parties.

The provincial parties agree to amend the stipulations of the 2005-2010 collective agreement as follows:

01. Clause 1-2.13 is replaced with the following:

1-2.13 Regular professor

A professor employed by the College to teach in the regular program.

02. Clause 2-2.06 A is added after clause 2-2.06.

2-2.06 A

Evaluating professors is a legal right at the College.

03. Paragraph C) of clause 5-1.03 is replaced with the following paragraph C):

C) A part-time professor with a teaching load of fifty (50) units or more in the regular program who also teaches in continuing education or summer school becomes a full-time professor if these courses, when calculated based on Appendix I - 1, enable him/her to arrive at a teaching load of eighty (80) units, which he/she would not reach otherwise.

The difference between the salary when a professor is hired on an hourly basis and the salary when hired on a part-time basis, measured in FTE, shall be taken from the resources provided for in article 8-5.00.

04. Clause 5-1.07 is replaced with the following:

5-1.07

Before June 1st, the College shall inform in writing a non-tenured professor of the specific reasons for not granting him/her employment priority according to clauses 5-4.17, 8-7.04 and 8-8.01.

The College shall send a copy of the notice regarding the denial of employment priority to the Union.

05. Clause 5-1.08 is replaced with the following:

5-1.08

The denial of employment priority under the provisions of clauses 5-4.17, 8-7.04 and 8-8.01 to a non-tenured professor shall not be subject to grievance, except in the case of a professor who has, whichever occurs first:

a) held a full-time teaching load;

- b) held a teaching load equal to at least zero point five (0.5) full-time equivalent per year for two (2) consecutive contract years;
- c) accumulated one year and a half (1.5) of seniority.

In the event of a grievance under the terms of this clause, it shall be up to the College to establish that its decision to deny the employment priority is based on a just cause.

06. Clause 5-1.11 is replaced with the following:

A non-tenured professor from the College who wishes to make use of the hiring priorities provided for in paragraphs 6, fourth (4th) paragraph, 7 and 8 of paragraph A) of clause 5-4.17 and in paragraphs 4, 5, 7 and 9 of paragraph B) of clause 5-4.17 shall make his/her intentions known by means of a general offer of service.

For any given contract year, this general offer of service shall be made in writing to the College during the preceding month of April and shall specify the discipline(s) concerned.

However, a professor acquiring a priority after the month of April shall forward the general offer of service described in the preceding paragraph so as to benefit from his/her priority in the following months.

Furthermore, a professor may, in any semester, refuse to accept a part-time teaching load or other courses offered to him/her through priorities 4, 5, 7 and 9 of paragraph B) of clause 5-4.17; this refusal shall then apply to other part-time teaching loads and other courses in the semester in which he/she exercised this right of refusal.

07. Article 5-4.00 is replaced with the following:

Article 5-4.00 - Job Security

5-4.01

The purpose of the following rules is to define job security procedures for full-time tenured professors and to foster better use of teaching staff in the CEGEP network.

A professor who has been granted a leave, an absence or release time shall remain covered by the provisions of this article.

In this article:

- The term "zone" shall be understood to be all the colleges included in each college's zone, as specified in Appendix II-1.

- The term "sector" shall be understood to be all the colleges included in each college's sector, as specified in Appendix II-2.

For the purposes of clauses 5-4.07 and 5-4.17, a program is closed upon the date of adoption of the resolution to this effect by the College's Board of Governors.

5-4.02

When the College undertakes negotiations with the purpose of modifying or transferring administrative or educational responsibilities to a school board or a public or private body, such a transfer or modification to the regular program must be studied by the Labour Relations Committee (CRT) at least six (6) months before the transfer or modification takes effect.

When the College undertakes the modification of its educational structures or programs, this modification must be studied by the Labour Relations Committee at least four (4) months before the beginning of the teaching year in which this modification is to take effect.

5-4.03

Before any total or partial transfer of programs, the College shall try to obtain a commitment from the third parties concerned to respect the employment and working conditions of the professors who may be affected.

If the third parties concerned do not make a commitment to respect the employment and working conditions of the professors concerned, or if the transfer involves travelling outside the College's zone in which the professor teaches, a professor who refuses to change employers for either of these reasons shall be covered by the job security provisions.

When the complete closing of a college, the complete or partial closing of a program, the complete or partial regionalization of programs, modifications to academic regulations, or modifications to teaching programs decided upon by the competent authority bring about a surplus of professors in a college, the provincial parties, within the framework of clause 2-2.06, may agree on specific ways to settle these cases of professor surplus.

Failing an agreement, the job security provisions in the collective agreement shall apply fully to the professors concerned.

5-4.04

When the College reduces the number of its tenured professors within a discipline, it shall convene the Labour Relations Committee before proceeding to place professors on availability.

5-4.05

The number of surplus professors within a discipline (or what has been agreed upon under the terms of clause 5-1.05) shall be established on the basis of the positive difference between:

- a) on the one hand, the number of tenured professors employed by the College in this discipline in a given year;

and

- b) on the other hand, the total of the number of teaching positions defined in article 8-5.00, the number of full-time teaching loads projected for that discipline and the number of professors assured of being paid a full salary for any other position that they accept for the following teaching year.

However, if the fractional portion of the number of professors assigned to the discipline concerned is equal to or greater than 0.90, it shall be raised to the next whole number.

In order to reduce the number of professors placed on availability or for reasons related to recruitment difficulties, the nature of the subjects taught or local teaching practices, the College may, following an agreement between the parties, create or maintain a teaching position in a discipline by regrouping residual teaching duties from different disciplines. Such an agreement shall specify the discipline of the teaching position so created or maintained.

A position may not be created in a multi-disciplinary discipline listed in Appendix I - 3.

5-4.06

- A) When there is a surplus of professors in a given discipline through the application of clause 5-4.05, the College shall proceed to place a tenured professor on availability. The College shall begin with those professors who have the least seniority, or seniority being equal, with those who have the least experience, or experience being equal, with those who have the least years of schooling, according to the criteria provided for in the collective agreement and subject to the provisions of article 2-4.00 concerning access to equality, if applicable.

A professor who has to be placed on availability under the terms of this clause shall receive written notice in this regard between May 1 and May 31. The College shall not be required to give this notice to a professor who has previously been placed on availability and has remained on availability.

- B) The College shall cancel the placement on availability of the professor concerned if it finds that the forecast of a surplus of personnel in his/her discipline, established in accordance with clause 5-4.05, has not occurred.

Furthermore, at all times, a professor who is assigned a full-time teaching load *other than a position* shall have his/her placement on availability revoked unless he/she submits a written request to the contrary within seven (7) days of being notified by the College that such a choice is possible.

If a professor covered by the preceding paragraphs chooses to be or to remain on availability, his/her choice shall apply for the contract year corresponding to the full-time teaching load.

- C) Furthermore, the College shall cancel the placement on availability of a professor to whom it pays a full salary for any other duties he/she accepts.
- D) If the placement of a professor on availability is cancelled, the College shall notify the Placement Office, which shall remove the professor's name from its lists.

5-4.07

The following provisions shall apply to a tenured professor who is placed on availability:

- A) Subject to subparagraph 6 (third (3rd) paragraph) of paragraph A) of clause 5-4.17, up to five (5) working days after the beginning of classes in the College where he/she worked before being relocated, and during the year of his/her relocation, the professor shall retain the right to return to an available position in his/her College, either in his/her discipline or in another discipline, if he/she applies and if he/she meets the normal requirements of the position. In the latter case, the College may proceed to hire this professor, even contrary to or in the absence of a recommendation from the Hiring Committee or an alternative provided for in the collective agreement.

Subsequently, during the entire year of his/her relocation, a professor who exercises his/her right to return to an available position shall not occupy this position in his/her college until the beginning of the following semester.

In addition, a professor who, in the year of his/her relocation, wishes to exercise his/her right to return to an available position appearing on the Placement Office lists provided for in paragraphs B) and C) below, shall inform the Placement Office in writing before May 1 of this same year.

However, a professor who has been relocated in accordance with subparagraph 6 (second (2nd) and third (3rd) paragraphs of paragraph A) of clause 5-4.17 shall not have the right to return to an available position in his/her former College as provided for in this paragraph. Furthermore, he/she shall be considered to have left the employ of his/her former College as of the beginning of his/her new work contract at his/her new College.

- B) No later than June 10, the Placement Office shall send each professor on availability registered with the Placement Office, as well as professors relocated to the secondary school level who retain the right to return in accordance with clause 5-4.20, an identical list indicating:

- 1) The teaching positions available, as well as the annual full-time replacement teaching loads, by College and by discipline, including the language of instruction.
- 2) The names of the professors who have been placed on availability and the names of those who wish to exercise their right to return, along with each professor's seniority, experience, schooling, discipline, college, language of instruction and date of placement on availability.

As well, by June 10, the Placement Office shall send each college and each local Union the list of names of all full-time non-tenured professors, as well as their seniority, experience, schooling, discipline, college and language of instruction.

- C) Subsequently, no later than August 10, the Placement Office shall send a second (2nd) list that only includes the information specified in subparagraph 1) of paragraph B) of this clause.

Moreover, no later than October 7, it shall send a third (3rd) list of annual full-time replacement teaching loads by college and by discipline, including the language of instruction.

- D) A professor may express his/her intentions of being relocated on a voluntary basis in accordance with subparagraphs 4 and 5 of paragraph A) of clause 5-4.17. He/she shall express his/her choice for one or more positions available in his/her discipline in the zone in which his/her college is located, or in a college located in another zone, indicating his/her order of preference.

A professor may express his/her intentions of being relocated on a voluntary basis in accordance with subparagraphs 10 and 11 of paragraph A) of clause 5-4.17. He/she shall express his/her choice for one or more positions available in another discipline in the zone in which his/her college is located, or in a college located in another zone, indicating his/her order of preference.

A professor covered by subparagraph 6 (first (1st) paragraph) of paragraph A) of clause 5-4.17, shall express his/her choice by indicating his/her order of preference for the positions available in his/her discipline in the zone in which his/her college is located.

A professor covered by subparagraph 6 (second (2nd) paragraph) of paragraph A) of clause 5-4.17, shall express his/her choice by indicating his/her order of preference for the positions available in his/her discipline in a college located in another zone.

A professor covered by subparagraph 6 (third (3rd) paragraph) of paragraph A) of clause 5-4.17, shall express his/her choice by indicating his/her order of preference for the positions available in his/her discipline in another college within the sector.

For the purposes of paragraph B) of clause 5-4.17, a professor shall express his/her choice by indicating his/her order of preference for annual full-time replacement duties in his/her discipline in colleges located in the same zone as his/her college. If he/she so desires, the professor may also express his/her choice regarding annual replacement duties in another discipline.

These choices shall be forwarded in writing to the Placement Office no later than seven (7) days after receiving a list.

A professor who has a teaching load at least equivalent to his/her salary protection, calculated on the basis of an individual teaching load of eighty (80) units, shall not be required to express the choices defined in the preceding paragraphs.

Furthermore, the professors referred to in clause 5-4.21 or paragraph d) of clause 5-5.07 shall not be subject to the provisions of this paragraph and to other replacement procedures.

E) The Placement Office shall then offer the positions, applying the hiring order set out in paragraph A) of clause 5-4.17 to the choices expressed by the professors, and complying with the following provisions for the application of subparagraph 6 of paragraph A) of clause 5-4.17:

1. In the second (2nd) paragraph, the Placement Office identifies the professor on availability from a college in another zone in the discipline related to specific training in a closed program, in accordance with subparagraph 1 of paragraph F) of this clause.

The professor so identified by the Placement Office shall be the professor who has been on availability for the greatest number of years among those professors who have been on availability for at least two (2) years.

Where several professors have been on availability for the same number of years, the Placement Office shall select the professor who has the least seniority, or in the case of equal seniority, the professor who has the least experience, or in the case of equal experience, the professor who has the least schooling.

2. In the third (3rd) paragraph, the Placement Office identifies a professor on availability from another college in the same sector in accordance with the provisions of subparagraph 1 of paragraph F) of this clause.

The professor so identified by the Placement Office shall be the professor who has been on availability for the greatest number of

years among those professors who have been on availability for at least two (2) years.

Where more than one professor has been on availability for the same number of years, the Placement Office shall select the professor who has the least seniority, or in the case of equal seniority, the professor who has the least experience, or in the case of equal experience, the professor who has the least schooling.

Furthermore, the rights and obligations of a professor in the discipline related to specific training in the closed program who has been on availability for at least two (2) years are the same as those of a professor on availability from another college in the same zone, regardless of the fact that the program is closed.

A professor in a discipline of the specific training in the closed program other than the related discipline has the same rights and obligations as a professor on availability, regardless of the fact that the program is closed.

- F) A professor to whom the Placement Office offers an available position in his/her college or in another college shall have seven (7) days after receiving written notice to this effect to give his/her answer in writing. Unless there are provisions to the contrary in this article, and as long as the teaching position so offered meets the requirements in subparagraph 1 or 2 below, as applicable, the professor shall accept the position either in a college located in his/her zone or in a college in another zone, in accordance with paragraph E) of this clause:
1. The teaching position offered is available and is in the discipline for which the professor was hired or, subject to the last paragraph of paragraph B) of clause 5-4.17, in which the professor was teaching the year that he/she was placed on availability, and the instruction is to be given in the language in which the professor taught at the time he/she was placed on availability, unless the professor wishes to teach in another language. The College must accept this professor.
 2. The teaching position offered is available and is not in the discipline for which the professor was hired or, subject to the last paragraph of paragraph B) of clause 5-4.17, in which the professor was teaching the year that he/she was placed on availability, and the instruction is to be given in the language in which the professor taught at the time he/she was placed on availability, unless the professor wishes to teach in another language, and the Placement Office or the professor feels that he/she meets the requirements of the position.

In this case the College shall accept the professor concerned and shall forward his/her name to the Hiring Committee or an alternative provided for in the collective agreement, in order to review whether the professor

meets the normal requirements of the position. Travel expenses shall be paid by the professor's college of origin.

In the event that the College considers that the professor meets the normal requirements of the position, even contrary to or in the absence of a recommendation from the Hiring Committee or an alternative provided for in the collective agreement, it shall hire that professor. If not, the Placement Office shall once again apply the provisions of this paragraph to the professor.

However, the professor referred to in this paragraph, to whom the Placement Office has offered a position in another college, and for whom a full-time teaching load is simultaneously available in his college of origin in the fall semester, may only fill the position offered in the winter semester. His/her availability status may also be revoked if the College can apply clause 5-4.06 prior to December 10 in his/her case.

Moreover, the professor referred to in this paragraph who is offered a position at another college after classes have begun at this other college shall accept it, but shall not be required to occupy that position before the following semester. During this waiting period, he/she shall maintain his/her employment relationship with the College that placed him/her on availability, as well as his/her salary protection, in accordance with paragraph I) of this clause. He/she shall accept an assignment that a professor on availability, not yet relocated, is required to accept.

Unless he/she is already assured a teaching load at least equivalent to his/her salary protection, based on an individual teaching load of eighty (80) units at his/her college, the professor who has not yet been relocated is required to accept an annual full-time replacement teaching load at a college in the same zone in which his/her college is located. However, when a tenured professor from the Placement Office's list is assigned to such duties at another college, his/her name shall remain on the Placement Office's list, and he/she shall return to his/her original college at the end of the teaching year.

Subject to the first (1st) paragraph of this paragraph, a professor shall never be required to accept a position at a college in a zone different from the zone of the College at which he/she was teaching when he/she was first placed on availability. Subject to the first (1st) paragraph of this paragraph, if a professor accepts a position at a college in another zone, he/she may not be required to accept a position outside this new zone.

In the case of the priority provided in subparagraphs 2, 4, 5, 10 and 11 of paragraph A) of clause 5-4.17, when several professors placed on availability have the same hiring priority, the professor having the most seniority shall be required to accept the position.

In the case of the other priorities provided in paragraphs A) and B) of clause 5-4.17, where a number of professors placed on availability have the same hiring priority, only the professor having the least seniority shall be required to accept the annual replacement teaching load or the position offered to him/her.

- G) A professor relocated according to the provisions of this clause shall transfer all his/her rights when he/ she moves to his/her new college, to the extent that these rights are consistent with the provisions of the collective agreement in force at the College that hires him/her. Moreover, he/she shall be considered to have left the employ of his/her former college at the expiration of the required five (5) day deadline pertaining to a professor's right to return, as provided for in the first paragraph of paragraph A) of this clause.
- H) A professor who refuses a position or an annual full-time replacement teaching load that fulfills the conditions of paragraph F) of this clause, shall have his/her name removed from the list of professors benefiting from job security. He/she shall be considered to have left the employ of the College. The same rule shall apply if the professor does not communicate with the College within seven (7) days of receiving the notice provided for in paragraph F) of this clause. However, the College shall consider any circumstances that might justify non-compliance with these deadlines. The professor shall retain the right to file a grievance until the expiration of the deadlines provided for in clause 9-1.03.
- I) A professor placed on availability for whom neither the College nor the Placement Office has found an available position at the end of the contract year in which he/she has been notified of his/her placement on availability shall retain his/her employment relationship with the College and all his/her rights to relocation until he/she has been relocated.

However, during the contract year following the year in which he/she was placed on availability and until he/she has been relocated to an available position, the professor shall receive a salary equal to eighty percent (80%) of the salary determined by his/her years of schooling and experience.

Where a professor has been neither relocated nor assigned to annual full-time replacement duties, he/she shall accept teaching duties at his/her college, failing which he/she shall have his/her name removed from the list of professors benefiting from job security and he/she shall be considered to have left the employ of the College. However, that professor shall not be required to accept a teaching load greater than that corresponding to his/her salary protection, based on an individual teaching load of eighty (80) units.

Notwithstanding the preceding paragraph, a professor who accepts a teaching load that, through the application of other relevant provisions of the collective agreement, provides him/her with a salary greater than that set out

in the above paragraph, shall receive the salary to which he/ she is entitled according to article 6-1.00, adjusted in due proportion to his individual teaching load as compared to an individual teaching load of eighty (80) units.

A professor shall be required to accept teaching duties composed of summer courses that are completed by June 24; in this case, for purposes of calculating the professor's individual teaching load, these courses shall be considered to be part of the winter semester, and that professor shall be required to give these courses in their entirety.

Moreover, in cases where the teaching duties encroach on a professor's vacation period, the provisions of clause 6-1.08 shall apply.

- J) Unless a professor placed on availability and not relocated elsewhere is already handling a teaching load equivalent to his/her salary protection, based on an individual teaching load of eighty (80) units, the College may assign him/her one or more activities of the workload described in clause 8-4.01, up to the above equivalent teaching load. The corresponding individual teaching load for a given semester shall be calculated in accordance with the provisions of Appendix I-1.

Prior to the assignment of such activities to a professor, unless teaching duties are involved, the College and the Union shall have three (3) weeks to come to an agreement on a project for the utilization of available professors proposed by the College or a department on the date such an assignment begins. If there is no agreement once this deadline has expired, the College may proceed to assign the professor to the activities referred to in clause 8-4.01. In such cases, the professor shall be so notified five (5) working days prior to the date of his/her assignment.

However, should it become necessary to assign a teaching load in accordance with the provisions of the third paragraph of paragraph I) of this clause after the assignment provided for in the preceding paragraph, the professor shall be required to accept the assignment. In such a case, he/she shall assume these duties five (5) working days after the College informs him/her of this new assignment.

- K) A professor who has been on availability for three (3) years or more shall be required to participate in any employability measure submitted by the College and the Placement Office.

5-4.08

A full-time, non-tenured professor shall benefit from the following provisions from April 1 of his/her first contract year until April 30 of his/her second (2nd) contract year or, for cases covered in paragraph G) of clause 5-4.21, April 30 of the fifth (5th) year following the expiration of his/her contract.

- a) A professor's name shall be registered with the Placement Office by April 1 of his/her contract year. The Placement office shall draw up a list of the registered professors and send it to each college and each local union.
- b) The College shall provide professors with the necessary application form so that they may take advantage of priorities 9 and 12 provided for in paragraph A) of clause 5-4.17.
- c) Professors shall apply in writing to the colleges concerned for the positions and teaching duties of their choice within seven (7) days of the publication of a list.

5-4.09

Each college shall:

- a) By April 1, send the Placement Office the list of names of full-time, non-tenured professors, as well as any information requested by the Office.
- b) No later than May 31, send the Placement Office the list of names of professors placed on availability, as well as any information requested by the Office.
- c) No later than May 31, send the Placement Office the list of teaching positions available on that date for the next teaching year.

The same procedure shall apply until September 30 each time such a position has to be filled.

- d) No later than May 31, send the Placement Office the list of annual full-time replacement teaching loads available on that date for the next teaching year.

The same procedure shall apply until August 5 each time an annual full-time replacement teaching load has to be filled.

- e) Inform the Placement Office of the acceptance of a position or of an annual full-time replacement teaching load or of a full-time teaching load by a professor from the College who is registered with the Placement Office, as well as the acceptance or refusal of a professor whose name has been forwarded to the College by the Placement Office.
- f) Inform the Placement Office of the cancellation of a professor's placement on availability or of cases in which a professor has a teaching load at least equivalent to his/her salary protection.

5-4.10

Beginning June 27, the College may fill available positions and annual full-time replacement teaching loads for the next teaching year, in accordance with the

hiring procedure provided for in the collective agreement, subject to the provision of this article.

However, beginning June 20, the College may fill an available position or an annual full-time replacement teaching load only if the Placement Office has informed the College that no professor on availability is able to fill this position or this annual full-time replacement teaching load.

The College may hire professors to fill available positions and annual full-time replacement teaching loads only if these positions or teaching loads are registered with the Placement Office.

5-4.11 Placement Office

The Placement Office is an employer-operated service that performs the operations required for the relocation of CEGEP professors in accordance with this article; specifically, it fulfills the following duties:

- a) It draws up the lists and collects the information necessary for the application of this article.
- b) It sends the lists provided for in subparagraphs 1 and 2 of paragraph B) of clause 5-4.07, and in paragraph C) of clause 5-4.07 to the professors on availability concerned as well as to the professors relocated to the secondary school level who have a right to return to the college network under the terms of clause 5-4.20. It sends the lists and the information collected as provided for in this article to the Union, FAC, the colleges, the Fédération des cégeps and the Ministère; it also sends the results of all relocation operations, no later than November 15, to the professors on availability concerned, as well as to the above-mentioned bodies; this report shall contain the choices, refusals and relocations of the professors on availability concerned.
- c) For the purposes of relocating professors who have been placed on availability, it verifies and, if necessary, corrects their seniority, making sure that the calculation of a professor's recognized seniority is in accordance with the rules in effect at the time this seniority was acquired. It shall apply, if necessary, the provisions of Appendix II-5.
- d) In addition, and for the same purpose, in the case of disciplines with several specializations, it establishes the specializations within a discipline that a professor whose name is on the list is qualified to teach.
- e) It sends the results of the verifications of seniority, the corrections made and the establishment of specializations within a discipline to the Parity Committee on Placement. The Parity Committee shall examine these results and rule on them. If there is no agreement, the chair shall make a ruling that may not be appealed.

- f) It makes available on the Web site the lists provided for in subparagraph 1) of paragraph B) and paragraph C) of clause 5-4.07.

5-4.12 The Parity Committee on Placement

The provincial parties shall form the Parity Committee on Placement, made up of representatives from the Ministère, the Fédération des cégeps, FAC, FEC and FNEEQ.

Once the collective agreement comes into effect, the parties represented on the Committee shall agree on the choice of a chair; in the event the chair resigns or is unable to act, the parties shall agree to find a replacement.

If within ninety (90) days of the effective date of the collective agreement, no agreement has been reached on the choice of a chair, the Minister of Labour shall appoint a chair.

If within thirty (30) days of the chair's resignation or inability to act, no agreement has been reached on the choice of a replacement for the chair, the Minister of Labour shall appoint a chair.

The Committee shall meet at the request of any party represented on the Committee.

The Committee shall determine its own rules. The Committee shall obtain any information from the Placement Office that it deems appropriate. The manager of the Placement Office shall attend the meetings of the Committee, but he/she shall not be a member and shall not be entitled to vote.

The salary of each representative on the Committee shall be paid by his/her employer. Each party shall reimburse the travel and living expenses incurred by its representatives.

The Committee shall have the following mandate:

- a) oversee the interests of the parties to this agreement with regard to the relocation of personnel;
- b) advise the Placement Office on the implementation of its mandate;
- c) carry out the operations for which it is responsible, as provided for in clause 5-4.21; in this case, only the representatives of FAC, the Ministère and the Fédération des cégeps shall participate in the meetings.

5-4.13 Moving Expenses

A professor who has been placed on availability and who has to move as a result of the application of the rules listed in clause 5-4.07 shall be entitled to moving expenses, as provided for in Appendix II-3.

Such reimbursement shall be possible only if the new College is located outside the zone of his/her College of origin.

In the event of a dispute concerning moving expenses, a professor shall file a grievance with his/her College of origin.

5-4.14 Special Provision

For the purposes of the applicable retirement plans, each year in which a professor is on availability shall be equal to one (1) year of service.

5-4.15 Pre-Retirement Leave

In order to cancel or avoid the placement of professors on availability, a College may grant pre-retirement leave to a professor who so requests it and who meets the following conditions: He/she shall have tenure and be eligible for retirement or early retirement at the end of this leave under the terms of one of the pension plans in effect in the public or parapublic sectors.

Pre-retirement leave shall be one (1) full year in duration, with full salary. This pre-retirement year shall count as one (1) year of service for a pension plan in effect in the public or parapublic sectors, provided the plan permits it.

During this pre-retirement leave, a professor shall be entitled to all the rights and benefits under the terms of the collective agreement, provided they are consistent with the nature of the leave.

When the pre-retirement leave is over, the professor shall retire.

This clause shall not prejudice the rights of professors already benefiting from a pre-retirement leave entitlement.

5-4.16

- a) A non-tenured professor who is on leave in accordance with the provisions concerning parental rights may indicate his/her employment priorities, as provided for in the collective agreement.
- b) A non-tenured professor who is disabled may indicate his/her employment priorities, as provided for in the collective agreement.

During his/her period of disability, the position or workload shall be reserved for him/her until such time as he/she is able to return to work.

As of the date of his/her return to work, the rights and benefits provided for in the collective agreement shall apply to him/her.

- c) For a given year, a professor employed by the College may exercise the priority provided for in clause 5-4.17 until he/she obtains a full workload in the regular program. This clause shall not have the effect of requiring the College to assign a professor an individual workload that exceeds fifty-five (55) units in a given semester.
- d) A part-time professor who does temporary substitute teaching as an hourly paid professor and whose total workload, calculated as follows,

$$\frac{\text{CI}}{80} \quad \frac{\text{Number of teaching periods}}{525}$$

becomes greater than or equal to one (1), shall have the title, but not the salary, of a full-time professor.

- e) For the purposes of employment priorities, a contract for one (1) entire semester shall be deemed to have a duration of six (6) months.

5-4.17

A) Order of Hiring Priority for Positions

When the College fills an available teaching position, it shall proceed according to the order of priority indicated below.

A position may not be assigned to a non-tenured professor if the latter's application has not yet been recommended by the Hiring Committee provided for in article 4-4.00.

In the event that several candidates have equal priority for the same position in the same discipline, the College shall proceed, without going through the Hiring Committee or an alternative provided for in the collective agreement, to hire the candidate who has the most seniority, or in the case of equal seniority, the candidate who has the most experience, or in the case of equal experience, the candidate who has the most schooling. This procedure shall be subject, if applicable, to the access to equality program established according to the provisions of article 2-4.00, with respect to priorities 6 (fourth (4th) paragraph), 7-9, 12-14 and 16-19. However, in cases where seniority, experience and schooling are identical, the Placement Office shall forward the candidates' files to the College for selection by the Hiring Committee or an alternative provided for in the collective agreement.

If there are changes in the disciplines involved, the provisions of subparagraph 2 of paragraph F) of clause 5-4.07 shall apply.

Effective contract year 2009-2010, the hiring sequence shall be as follows:

1. a professor from the College covered by paragraph A) or I) of clause 5-4.07 for a teaching position in his/her discipline;

or

a professor from the College who is covered by the second (2nd) paragraph of paragraph 2 below, to hold a position in his/her discipline of origin, during the two (2) years following his/her change in discipline, if he/she notifies the College in writing, during the previous month of April, of his/her intentions to return to his/her discipline of origin.

2. a professor from the College who is covered by paragraph A) or paragraph I) of clause 5-4.07, for a position in another discipline;

or

a tenured professor from a discipline in which there is a professor on availability, provided he/she applies in writing in accordance with clause 5-1.10, for a position in another discipline;

3. a professor placed on availability for whom the College is reserving a position in accordance with the provisions of clause 5-4.21;
4. a professor placed on availability from another college located in the same zone who expresses his/her intentions to be relocated on a voluntary basis, and whose name has been forwarded to the College by the Placement Office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07, for a position in his/her discipline;
5. a professor placed on availability from a college located in another zone who expresses his/her intentions to be relocated on a voluntary basis, and whose name has been forwarded to the College by the Placement Office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07, for a position in his/her discipline;
6. a professor placed on availability from another college located in the same zone whose name has been forwarded to the College by the Placement Office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07, for a position in his/her discipline;

or

a professor placed on availability from a college located in another zone, in a core discipline of a closed program, whose name has been forwarded to the College by the Placement Office in accordance with the provisions of paragraph E) of clause 5-4.07, for a position in his/her discipline;

or

a professor placed on availability from another college in the sector who is referred to the College by the placement office in accordance with the

provisions of paragraph E) of clause 5-4.07, for a teaching position in his/her discipline;

or

a non-tenured professor having at least nine (9) years' seniority, until the completion of the third (3rd) year immediately following the expiration of his/her last teaching contract in the discipline of the position, provided he/she has notified the College in accordance with clause 5-1.11, for a position in his/her discipline;

7. a non-tenured professor from the College having less than nine (9) years' seniority, until the completion of the third (3rd) year following the expiration of his/her last contract in the discipline of the position, provided he/she has notified the College in accordance with clause 5-1.11;
8. a non-tenured, full-time professor from the College, for a position in another discipline, as long as his/her name is on the Placement Office's lists, provided he/she has notified the College in accordance with clause 5-1.11;
9. a non-tenured, full-time professor from another college, as long as his/her name is on the Placement Office lists, for a position in the discipline specified in his/her full-time contract, provided he/she applies within the deadlines provided for in the collective agreement using the application form shown in Appendix II-4;
10. a professor on availability from another college in the same zone who expresses his/her intentions to be relocated on a voluntary basis, whose name is forwarded to the College by the Placement Office according to the provisions of subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another discipline;
11. a professor on availability from a college in another zone who expresses his/her intentions to be relocated on a voluntary basis, whose name is forwarded to the College by the Placement Office according to the provisions of subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another discipline;
12. a non-tenured, full-time professor from another college, as long as his/her name is on the Placement Office lists, for a position in another discipline, provided he/she applies within the deadlines provided for in the collective agreement using the application form shown in Appendix II-4;
13. a tenured professor on leave to hold a public office, at the end of his/her term of office, in his/her college, provided he/she applies in writing in accordance with clause 5-1.10, for a position in his/her discipline;

14. a professional staff member on availability from the College or a support staff member on availability from the College, provided he/she applies in writing in accordance with clause 5-1.10;

The College shall call upon the Hiring Committee provided for in the collective agreement to review this application;

15. a tenured professor of the College, for a position in another discipline, provided he/she applies in writing in accordance with clause 5-1.10;
16. an administrator who has been a tenured professor at the College, for each of the three (3) years following the year of his/her appointment as an administrator, provided he/she applies in writing in accordance with clause 5-1.10;
17. an employee from another category of personnel whom the College wishes to provisionally assign to teaching duties in accordance with the terms regarding provisional assignment applicable to this other category of personnel. The College shall call upon the Hiring Committee provided for in the collective agreement to review this application;
18. a secondary school teacher placed on availability by a school board, who is referred to the College by the placement office in accordance with the provisions of clause 5-4.20;
19. a non-tenured professor on leave to hold a public office, at the end of his/her term of office, in his/her college, provided he/she applies in writing in accordance with clause 5-1.10, for a position in his/her discipline.

For priorities 6 (fourth (4th) paragraph) and 7, the three (3)-year time period shall be extended to five (5) years for cases covered by paragraph G) of clause 5-4.21.

B) Order of Hiring Priority for Other Teaching Loads

When the College fills teaching duties, other than a position, in the regular program, it shall proceed according to the order of priority indicated below.

Such a teaching load may not be assigned to a non-tenured professor if the latter's application has not been recommended by the Hiring Committee provided for in article 4-4.00.

In the event that several candidates have equal priority for the same position in the same discipline, the College shall proceed, without going through the Hiring Committee or an alternative provided for in the collective agreement, to hire the candidate who has the most seniority, or in the case of equal seniority, the candidate who has the most experience, or in the case of equal experience, the candidate who has the most schooling. This procedure shall be subject, if applicable, to the access to equality program established according to the provisions of article 2-4.00, with respect to priorities 3 (2nd part) to 5 and 7 to 9.

However, in cases where seniority, experience and schooling are identical, the College shall forward the candidates' files for selection by the Hiring Committee or an alternative provided for in the collective agreement.

If there are changes in the disciplines involved, the provisions of subparagraph 2 of paragraph F) of clause 5-4.07 shall apply *mutatis mutandis*.

The hiring sequence shall be as follows:

1. a professor from the College covered by paragraph I) of clause 5-4.07, for teaching duties in his/her discipline, subject to difficulties of a pedagogical nature;
2. a professor from the College covered by paragraph I) of clause 5-4.07, for teaching duties in another discipline;
3. a professor placed on availability from another college located in the same zone whose name has been forwarded to the College by the Placement Office, subject to difficulties of a pedagogical nature, or a non-tenured professor having at least ten (10) years' seniority, for the three (3) years immediately following the expiration of his/her last contract in the discipline of the teaching duties, provided he/she has notified the College in accordance with clause 5-1.11, for teaching duties in his/her discipline;
4. a non-tenured professor from the College having at least three (3) years' seniority, for the three (3) years following the expiration of his/her last contract in the discipline of the teaching duties, provided he/she has notified the College in accordance with clause 5-1.11;
5. a non-tenured, full-time professor from the College, for the three (3) years immediately following the year in which he/she assumed a full-time teaching load, in the discipline of the teaching duties, provided he/she has notified the College in accordance with clause 5-1.11;
6. a tenured professor from a discipline in which there is a professor on availability, for teaching duties in another discipline, provided he/she applies in writing in accordance with clause 5-1.10;
7. a part-time professor from the College having less than three (3) years' seniority, for a period of up to three (3) years from the expiration date of his/her last contract in the discipline of the teaching duties, provided he/she has notified the College in accordance with clause 5-1.11;
8. an employee from another category of personnel whom the College wishes to provisionally assign to teaching duties according to the terms regarding provisional assignment applicable to this other category of personnel; the employee's name shall be forwarded to the Hiring Committee or an alternative provided for in the collective agreement;

9. a non-tenured, full-time professor from the College, for teaching duties in another discipline, for the teaching year following the expiration of his/her contract, provided he/she has notified the College in accordance with clause 5-1.11.

As regards priorities 3 (2nd part) to 5 and 7, the three (3)-year time period shall be extended to five (5) years for cases covered by paragraph G) of clause 5-4.21.

A professor covered by subparagraph 2 or 6 of paragraph B) of this clause shall not be considered to have taught in a new discipline.

5-4.18

For the purposes of this article, insofar as the number of professors allocated to a discipline permits, the College shall refrain, whenever possible, from splitting full teaching loads.

5-4.19

A professional or support staff employee on availability who is appointed to a teaching position shall become a tenured professor. He/she shall maintain his/her bank of non-cash-convertible sick leave days. His/her salary shall be determined according to article 6-1.00.

5-4.20 Replacement intrasectoriel

On August 10 at the latest, the Placement Office shall send a list of the available positions in the regular program (general education and vocational training) at the secondary school level to all professors placed on availability.

Professors may apply for an available position in a school at the secondary level if the position is in the discipline specified in their contract or if it is in another discipline, provided he/she meets the normal requirements.

A professor placed on availability whose application is accepted by the school board shall be offered a position by the Placement Office.

A professor who is thus relocated shall not remain on availability and shall be considered to have left the employ of the college as of the date of the signing of his/her new employment contract with the school board;

- A professor thus relocated shall have the right to return to the college network for a period of two (2) years; to this end, the professor shall be considered placed on availability in his/her college of origin.
- A professor who avails himself/herself of the right to return to a position in the college network shall assume this position as of the beginning of the following semester.

A professor who is relocated under the terms of this clause shall transfer to his/her new employer all of his/her rights, tenure in particular, to the extent that these rights are consistent with the provisions of the collective agreement in effect.

A professor who is accepted for a position located beyond a fifty (50) kilometres zone shall be reimbursed for moving expenses under the terms of Appendix II-3; these expenses shall be assumed by the College.

A professor who is accepted and who is performing teaching duties during the fall semester may choose to be transferred to the secondary school immediately or in the following semester.

A professor who is accepted and who does not have the number of credits necessary to be certified to teach shall have a maximum of twelve (12) months to retrain in order to obtain a teaching certificate;

- During this period, a professor in a retraining program shall receive a full salary and shall have all rights and benefits to which he/she is entitled during a teaching year.

This retraining program shall involve a maximum of thirty (30) credits.

A professor placed on availability by a school board shall benefit from the priority provided for him/her under the terms of clause 5-4.17. In such a case, the provisions of subparagraph 2 of paragraph F) of clause 5-4.07 shall apply *mutatis mutandis*.

5-4.21 Retraining for a Reserved Position

- A) The retraining program provided for in this clause shall be available to professors who have been placed on availability.

This program shall also be available to a tenured professor who exchanges his/her status with a professor on availability having the most seniority, subject to the provisions of the last paragraph of paragraph F) of clause 5-4.07.

This substitution shall take effect upon the granting of retraining.

- B) The retraining of a professor on availability shall enable him/her to acquire the necessary qualifications to teach in a specialization other than his/her discipline according to paragraph d) of clause 5-4.11 or to teach a discipline other than that for which he/she was hired or that which he/she was teaching the year he/she was placed on availability.
- C) Subject to a ministerial decision increasing the number of professors on retraining, the total number of professors being retrained under the terms of clauses 5-4.21 and 5-4.22 in all the colleges in which the professors' union is

affiliated with FAC in a given year shall not exceed seven point five (7.5) full-time professors or equivalent for the 2000-2001 teaching year and subsequent years. For the purposes of applying this clause, each professor whose retraining has begun shall count for zero point five (0.50) FTE per semester.

Resources from the basic quantum of seven point five (7.5) that are not used in a given year shall be transferred to the following year and shall be added to the resources provided for in the preceding paragraph.

Furthermore, effective year 2009-2010, for a given year, the balance of seven point five (7.5) provided for in this clause is available to professors who request a leave under the terms of paragraph 7-6.00 to get a diploma giving access to "masters degree" scales and to step 18 of the single scale in Appendix VI - 1.

- D) A professor who wishes to participate in a retraining program under this clause shall submit a written project to that effect to his/her college. This project shall include the particular objectives of the project as a whole as well as the objectives for each year and shall clearly indicate the duration of the project.

The College shall, for consultation purposes, submit to the Hiring Committee of the discipline where a position is to be reserved, a retraining project submitted by a professor for whom the College expects to reserve a teaching position. However, the College may recommend a project when it considers that the professor will be qualified to hold the position following his/her retraining, even contrary to or in the absence of a recommendation from the Hiring Committee.

No later than May 15, the College shall send to the Parity Committee on Placement the projects it wishes to recommend, as well as all the documentation the Committee requires.

The Parity Committee on Placement shall notify the College of its decision no later than June 15.

As of June 15, the College shall reserve a position for a professor placed on availability after being notified by the Parity Committee on Placement that the retraining has been granted to the professor concerned.

Once the College has reserved a teaching position for a professor on availability who is eligible for retraining under the terms of this clause, that position shall no longer be covered by paragraph A) of clause 5-4.17 and shall no longer be listed with the Placement Office.

During retraining, the position thus reserved shall be considered as an annual replacement teaching load or, in the case of a retraining period lasting one (1) semester, as a full-time workload of one (1) semester.

Retraining may be continued on condition that the previous year's retraining has been successful.

The College shall monitor the success of the retraining program, based on the particular semestrial or annual objectives of the project.

- E) When a retraining program is successful, the new discipline or the new specialization within the same discipline of the reserved position shall be added to the professor's contract for the purposes of applying the collective agreement, and the professor shall be granted the reserved position.

When a professor is absent for reasons of disability, maternity, extension of maternity or paternity leave, adoption leave or extension of adoption leave, he/she may temporarily suspend his/her retraining for the period he/she is absent, without exceeding a maximum of two (2) years.

When a retraining program is unsuccessful or is interrupted for reasons other than those set out in the preceding paragraph, the professor who obtained the retraining shall remain on availability as long as the number of positions or full-time teaching duties does not permit the cancellation of his/her placement on availability.

If a professor cannot resume retraining after the maximum period of two (2) years, the retraining shall terminate and the professor who obtained the retraining shall remain on availability as long as the number of positions or full-time teaching duties does not permit the cancellation of his/her placement on availability.

If the retraining is interrupted during the year, the professor deemed to be a replacement shall hold the reserved position until the end of the current contract year and shall retain his/her status. In cases where a one-semester retraining program is interrupted, the professor hired on contract to assume the full-time workload of one semester shall fulfill those duties until the end of his/her contract and shall have all rights and benefits related to a workload of zero point five (0.5) FTE.

- F) While retraining, a professor shall receive a full annual salary and shall have all rights and benefits to which he/she is entitled during a teaching year.

While retraining, a professor on availability participating in a retraining program shall not be subject to the terms of the relocation procedure.

Unless the parties reach an agreement relating to professional development, the expenses related to retraining shall be paid by the professor.

Retraining may be granted for a period of one (1) to six (6) semesters.

- G) In a college where a position has been reserved, the non-tenured professors in the discipline of a professor who obtained retraining or in the discipline in which a position is reserved shall have the period in which they have an employment priority increased from three (3) to five (5) years.
- H) Subject to clause 5-4.22, the Parity Committee on Placement shall grant retraining in the following order:
1. applications for one (1) semester or one (1) year retraining programs;
 2. applications for three (3) semester or two (2) year retraining programs;
 3. applications for five (5) semester or three (3) year retraining programs.
- I) Subject to clause 5-4.22, in cases where the Parity Committee on Placement must choose between the projects referred to in subparagraphs 1, 2 or 3 of the preceding paragraph, it shall proceed in the following order:
1. projects from women professors who wish to enter disciplines in which women are under-represented and whose applications have been recommended by their Colleges in the context of an access to equality program;
 2. projects from professors placed on availability due to the closing, suspension or modification of programs in their college;
 3. projects from professors on availability for two (2) or more years;
 4. projects from professors on availability from disciplines in which the number of professors on availability is at a high level.
- J) Regulations regarding retraining shall be determined annually by the Parity Committee on Placement.

5-4.22 Retraining

The professor retraining project referred to in paragraph K) of clause 5-4.07 shall be given priority by the Parity Committee on Placement.

The resources provided for in paragraph C) of clause 5-4.21 shall be used for the purpose of this retraining.

5-4.23 Retraining due to a program review or a career change

- A) Effective contract year 2009-2010, the retraining program provided for in this clause will be available to a tenured professor in the specific training of a program being reviewed or a tenured professor wishing to make a career change. The retraining should enable the professor to update his/her professional skills to meet the new requirements of the program being reviewed or to acquire new skills in order to make a career change.

- B) Every year, the Ministère prepares a list of the targeted programs.
- C) Effective 2009-2010, the balance of resources unused in 2008-2009 for retraining for a reserved position provided for in paragraph C) of clause 5-4.21, are firstly available for the purposes of disciplinary training following a program review, and secondly for a career change. However, a maximum of twenty-five percent (25%) per year is allocated for the purposes of this paragraph.
- D) A professor who wishes to participate in a retraining program following a program revision or career change shall submit a written project to that effect to his/her College. This project shall include: the targeted program, the specific objectives, the link to the program review if applicable, and the description and duration of the training requested. This can be a full-time or part-time retraining project. The duration of the project shall not exceed two (2) semesters. It is assigned as release time (Cl_L).

The College analyzes each project submitted and consults with the specific training departments of the targeted program. No later than May 15, the College shall send to the Parity Committee on Placement the projects it wishes to recommend, as well as all the documentation the Committee requires. The College may recommend a project even contrary to or in the absence of a recommendation from the concerned department. The Parity Committee on Placement shall respond to the College no later than June 15.

The College shall monitor the success of the retraining program, based on the particular semestrial or annual objectives of the project, as the case may be.

- E) When a professor is absent for reasons of disability, maternity, extension of maternity or paternity leave, adoption leave or extension of adoption leave, he/she may temporarily suspend his/her retraining for the period he/she is absent, without exceeding a maximum of two (2) years. When the duration of the suspension is effective for one (1) entire semester, the retraining shall not be counted for the purposes of paragraph C).

When a retraining program is interrupted for reasons other than those set out in the preceding paragraph, the professor shall notify the College. In this case, the training project shall terminate and the professor returns to his/her teaching duties based on the terms to be agreed upon by the professor and the College.

If a professor cannot resume retraining after the maximum period of two (2) years, the retraining shall terminate and the professor who obtained the retraining shall return to his/her status that prevailed before the retraining began.

- F) While retraining, a professor shall receive the salary he/she would receive if he/she were at work; he/she shall receive all rights and benefits to which he/she is entitled during a teaching year.
- G) Unless the parties reach an agreement, the expenses related to retraining shall be paid by the professor.
- H) The Parity Committee on Placement shall grant retraining in the following order:
1. applications for less than one (1) semester;
 2. applications for one (1) semester;
 3. applications for one (1) year.
08. Clause 6-4.01 is replaced with the following:
- 6-4.01 Salary scales**
The salary scales applicable to full-time and part-time professors, as well as the provisions for their application, appear in Table A-2 of Appendix VI-1.
09. Clause 6-4.02 is replaced with the following:
- 6-4.02 Period starting on the date on which the collective agreement comes into force and ending on November 30, 2006**
For the period starting on the date on which the collective agreement comes into force and ending on November 30, 2006, the salary scale in effect shall be that which appears in Table A-2 of Appendix VI-1.
10. Clause 6-4.04 is replaced with the following:
- 6-4.04 Period starting on December 1, 2007 and ending on last day of contract year 2007-2008**
Each salary scale in effect on November 30, 2007 shall be increased by two percent (2%), effective December 1, 2007.
11. Clause 6-4.05 is replaced with the following:
- 6-4.05 Period starting on first (1st) day of contract year 2008-2009 and ending on May 31, 2009**
Each salary scale in effect on the last day of contract year 2007-2008 shall be increased by two percent (2%) on the first day of contract year 2008-2009.

12. Clause 6-4.06 is replaced with the following:

6-4.06 Period starting on June 1, 2009

Each salary scale in effect on May 31, 2009 shall be increased by two percent (2%), effective June 1, 2009.

13. Clause 6-4.07 is replaced with the following:

6-4.07 Special provisions

The date on which the increase in salary rates and scales shall be taken into account for application of the pension plans shall be those provided in Appendix VI-1.

14. Article 6-5.00 - is replaced with the following:

Article 6-5.00 - Salary Rates for Hourly Paid Professors

6-5.01 Hourly rates

The hourly rates for hourly paid professors shall be those shown in Table B-2 of Appendix VI-1.

6-5.02 Increases in hourly rates

The hourly rates for hourly paid professors shall be increased, effective from the dates provided for in Table B-2 of Appendix VI-1, and in the manner provided for in clauses 6-4.02 to 6-4.06 *mutatis mutandis*.

Clause 6-5.03 is repealed.

15. Clause 7-1.01 is replaced with the following:

7-1.01

Effective contract year 2008-2009, for the purposes of the professional development of its professors, the College shall have available annually the sum of one hundred and ninety dollars (\$190.00) per teaching year for each full-time or FTE professor allocated under article 8-5.00.

16. Clause 7-1.02 is replaced with the following

7-1.02

Effective contract year 2008-2009, the employer negotiating party shall establish a provincial professional development fund, and the amount of this fund shall be determined as follows:

Fifty-five dollars (\$55) per teaching year,

multiplied by the number of full-time or FTE professors allocated for the preceding teaching year under article 8-5.00 at the colleges whose unions are affiliated with FAC.

This fund shall be used for the professional development of professors at colleges distant from the universities centred in Montreal, Quebec and Sherbrooke, primarily for living and travel expenses.

17. Article 7-6.00 is added

Article 7-6.00 - Provisions Relating to Leaves to get a Diploma Giving Access to “Masters Degree” Scales and to Step 18

7-6.01

Effective contract year 2009-2010, a professor can obtain a paid leave in order to get access to a masters degree in accordance with the provisions of this article.

7-6.02

No later than May 15, the professor forwards to the Parity Committee on Placement a training project along with a notice from the College confirming the recognition for the purposes of remunerating the masters degree targeted by the project

7-6.03

The Parity Committee on Placement analyzes the training projects and, based on the funds available under the terms of paragraph C) of clause 5-4.21, it accepts first and foremost the training projects from professors who have reached 19 years of schooling and have reached step 17 in 2009-2010.

7-6.04

Following the acceptance of the training project by the Parity Committee on Placement, the College grants the professor a paid leave for the duration of the training project.

7-6.05

The training project may be part time or full time. The duration of the project may be one (1) semester without exceeding four (4) semesters. The continuation of a training project depends on its success. The success of a project is verified by the College, which notifies the Parity Committee on Placement.

7-6.06

When a professor is absent for reasons of disability, maternity, extension of maternity or paternity leave, adoption leave or extension of adoption leave, he/she may temporarily suspend his/her training project for the period he/she is absent, without exceeding a maximum of two (2) years. When the duration of the suspension is effective for one (1) complete semester, the training project is not calculated for the purposes of paragraph C) of clause 5-4.21.

7-6.07

As soon as the training project is interrupted for reasons other than those set out in clause 7-6.06, the professor shall notify the College. In this case, the training project is terminated and the professor shall return to his/her former position or duties according to the terms to be agreed upon by the professor and the College.

7-6.08

A professor who is on leave to get a diploma giving access to “masters degree” scales and to step 18 shown in Appendix VI - 1 provided for in this article, commits to remaining employed by the College or another college in the network for a duration equal to the training project.

7-6.09

The leave provided for under this article shall not alter the rights and benefits to which a professor is entitled during a teaching year.

18. Article 8-5.00 is replaced with the following:

8-5.01

No later than March 31 of a teaching year, the Ministère shall send each college or campus the funding formula used to determine the total number of full-time or FTE professors to which they are each entitled for the following teaching year.

At the same time, the Ministère shall send FAC and each union a letter stating the funding formula used for the following teaching year.

8-5.02

The funding formula used by the Ministère shall determine the value of four numbers:

- the number establishing the resources allocated for all activities pertaining to type 1 duties defined in clause 8-4.01;
- the number establishing the resources allocated for all activities pertaining to type 2 duties defined in clause 8-4.01;
- the number establishing the resources allocated for all activities pertaining to type 3 duties defined in clause 8-4.01.
- the number establishing the resources allocated for the purposes of clause 8-5.05 A.

With the exception of the number of resources allocated for the purposes of clause 8-5.05 A, these numbers shall include the number of professors who may, by agreement between the parties, be on leave for purposes of internal union activities.

8-5.03

The number of regular, full-time or FTE professors allocated by the Ministère for type 1 teaching duties for a given college or campus for a teaching year shall be determined by applying the appropriate provisions of the funding formula to the number of students enrolled in each course or program, as the case may be, offered in the regular program in that college or campus, and shall include the number provided for in column A of Appendix I - 2.

8-5.04

The minimum number of regular, full-time or FTE professors allocated by the Ministère for type 2 teaching duties for a given college or campus for a teaching year shall be determined by applying the provisions of the following paragraphs and adding the number indicated in column B of Appendix I-2.

Each college or campus shall be allocated annually one (1) full-time or FTE professor for every eighteen (18) full-time or FTE professors allocated under clause 8-5.03.

However, the colleges or campuses to which fewer than five point five (5.5) full-time or FTE professors have been allocated according to the preceding paragraph shall be allocated a minimum of five point five (5.5) full-time or FTE professors.

This minimum allocation shall not apply to the following teaching units or to the colleges or teaching units created after the signing of the 2000-2002 collective agreement:

<u>Colleges</u>	<u>Teaching Units</u>
Abitibi-Témiscamingue	Sous-centre d'Amos Sous-centre de Val-d'Or
Gaspésie et des Îles	Centre d'études collégiales de Baie-des-Chaleurs Centre d'études collégiales des Îles-de-la-Madeleine
Jonquière	Centre d'études collégiales en Charlevoix
Rimouski	Institut maritime du Québec Centre matapédien d'études collégiales

8-5.05

The minimum number of regular, full-time or FTE professors allocated by the Ministère for type 3 teaching duties for a given college or campus for a teaching year shall be determined by column C of Appendix I-2.

8-5.05 A

The number of regular, full-time or FTE professors provided for in column D of Appendix I - 2 is allocated to support the achievement of the College's strategic plan.

These additional teaching resources are used for program activities, disciplinary and pedagogical activities, improving student success rates, technological transfer, research and professional integration.

Subject to the provisions of clause 8-7.09, these may not be used for activities related to the calculation of an individual workload, either CI_p or CI_s provided for in Appendix I - 1. These resources shall not be allocated to over-employment.

8-5.06

After establishing its course or program enrolment projections, as applicable, for the following teaching year, the College shall prepare an allocation plan determining the number of professors to be allocated to each discipline, and it shall submit this plan to the Union no later than May 1. This project takes into account the allocation to the College in accordance with clauses 8-5.03, 8-5.04, 8-5.05 and 8-5.05 A.

Failing an agreement, the College shall proceed with the proposed plan, taking into account the fluctuations in course and program enrolment that may occur.

8-5.07

The following requirements shall apply in the preparation of the allocation plan provided for in clause 8-5.06:

- for type 1 teaching duties, at least ninety-seven percent (97%) of teaching resources shall be allocated;
- for type 2 teaching duties, at least ninety percent (90%) of teaching resources shall be allocated;
- for type 3 teaching duties, all teaching resources shall be allocated.

The resources provided for in column D of Appendix I - 2 are registered to the allocation project for informational purposes and are used at one hundred percent (100%).

The allocations determined under types 1 and 2 shall be used by the College first and foremost to improve educational success, meet its contractual obligations, better fulfill its mission with regard to program quality and offset fluctuations in enrolment.

This plan shall also provide for the allocation of surpluses accumulated through the application of clause 8-5.11, according to the following requirements:

- The accumulated surplus may be allocated without agreement between the parties as long as it represents one point seventy-five percent (1.75 %) or

less of the resources allocated in the preceding year for the three (3) types of teaching duties.

- The allocation of any additional surplus shall require an agreement between the parties.

8-5.08

The number of positions in each discipline shall be determined by:

- a) the whole number portion of the number of professors allocated to the discipline for type 1 and 2 teaching duties if the fractional portion of the allocation is less than zero point nine zero (0.90);
- b) the whole number immediately higher than the number of professors allocated to the discipline for type 1 and 2 teaching duties if the fractional portion of the allocation is equal to or greater than zero point nine zero (0.90). In such a case, the allocation shall be rounded off to the whole number immediately higher than the total number of professors allocated under clauses 8-5.03 and 8-5.04.

The resources at the College's disposal based on column D of Appendix I - 2 shall not be used to determine the number of positions.

A position may not be created in a multi-disciplinary discipline identified in Appendix I - 3.

In order to reduce the number of professors placed on availability or for reasons related to recruitment difficulties, the nature of the instruction or previous practices, the College may, following agreement between the parties, create or retain a position in a discipline by combining residual teaching duties from a number of disciplines. The agreement must specify the discipline of the position thus created or retained.

Resources allocated for specific training in a program given provisional authorization by the Minister shall not be considered in determining the number of positions. Any position that may have resulted from taking into account these allocations shall therefore be considered a full-time teaching load.

However, in cases where this program authorization becomes permanent, a professor who has thus assumed a full-time teaching load shall be deemed to have held a position.

8-5.09

For the purposes of applying this article, the full-time equivalent of part-time and hourly paid professors shall be calculated according to the following formulas:

$$\text{Full-time equivalent of a part-time professor} = \frac{C_{1t}}{80}$$

$$\text{Full-time equivalent of an hourly paid professor} = \frac{\text{Total number of periods stipulated in the contract}}{525}$$

However, subject to the application of the second (2nd) paragraph of paragraph A) of clause 5-1.03, the full-time equivalent of a part-time professor who has a contract for a full sessional load shall be zero point five (0.5).

If applicable, the full-time equivalent of this professor's additional workload, calculated by means of the following ratio:

$$\frac{\text{Number of class periods remunerated as additional workload}}{525}$$

shall be added to the zero point five (0.50) FTE referred to in the preceding paragraph.

8-5.10

The Labour Relations Committee (CRT) shall meet between September 20 and September 30 to evaluate the impact of any changes in student enrolment.

The College shall give the Union a statement on the utilization of teaching resources allocated under this article in November for the fall semester, and shall provide this statement no later than the date of submission of the following year's allocation plan for the fall and winter semesters.

8-5.11

In November, the College shall give the Union a statement on the utilization of teaching resources for the preceding year.

If, at the end of a teaching year, the College has not hired the number of professors allocated under this article, the number of FTE professors not hired shall be added to the teaching resources allocated under this article for the following year, after applying clause 8-5.04.

If, on the contrary, at the end of a teaching year, the College has hired more professors than the number allocated under this article, the number of extra FTE professors hired shall be deducted as follows, unless there is an agreement between the parties: first, from the resources allocated under clause 8-5.05 and thereafter, if necessary, from the resources allocated under clause 8-5.03 for the following year, after applying clause 8-5.04.

19. Appendix I - 2 is replaced with the following:

APPENDIX I - 2

ALLOCATION IN FTE FOR EACH TYPE OF WORKLOAD

COLLEGE	A	B	C	D
	TYPE 1	TYPE 2	TYPE 3	
Abitibi-Témiscamingue				
Rouyn	5.84	1.60	2.20	2.86
Amos	0.20	1.00	0.20	0.28
Val-d'Or	0.25	1.00	0.20	0.57
André-Laurendeau	3.45	0.40	2.50	2.65
Dawson	7.50	2.20	6.00	7.10
Gaspésie et des Îles				
Gaspé	6.93	1.20	1.80	2.48
Baie-des-Chaleurs	2.14	1.00	0.20	0.52
Les Îles	1.95	1.00	0.20	0.24
Héritage	4.05	0.60	0.80	1.26
Jonquière	5.81	2.80	4.00	4.92
Charlevoix	0.93	1.00	0.20	0.41
Rimouski	6.72	2.70	4.70	4.02
IMQ	0.50	1.20	0.20	0.67
Matapédia	0.20	0.81*	-	0.18
Rivière-du-Loup	2.87	1.30	1.60	2.12
Rosemont	3.72	1.60	2.50	2.76
Sorel-Tracy	2.35	0.30	1.10	1.59
Vanier	9.43	1.50	4.60	9.02 ¹

* This number may be reduced by a relocation to Cégep de Matane.

¹ This figure includes 3.68 FTE to compensate for the removal of the integration of DEC's to the regular program given in continuing education, according to the agreement of May 9, 2008, up to the expiry of the 2005-2010 collective agreement. These resources shall be used for creating full-time or part-time workloads according to clause 8-7.09.

20. Appendix I - 3 is replaced with the following:

APPENDIX I - 3

LIST OF DISCIPLINES

101.	Biology
105*.	Scientific and Technological Literacy
107.	Health Services
109.	Physical Education
110.	Dental Technology
111.	Dental Hygiene
112.	Acupuncture
120.	Dietetics
130.	Medical Electrophysiology
140.	Biomedical Analysis Technology
141.	Respiratory Therapy Techniques
142.	Radiology
144.	Physical Rehabilitation
145.	Natural Sciences
147.	Natural Environment Technology
152.	Agriculture
153.	Horticultural Technology
154.	Food processing technology
160.	Paramedical Technology
171.	Diagnostic Techniques
180.	Nursing
181.	Pre-hospital Emergency Care
190.	Forestry
201.	Mathematics
202.	Chemistry
203.	Physics
204*.	Mathematics and Computers
205.	Geology
210.	Industrial Chemistry
211.	Plastics Processing
221.	Building and Public Works
222.	Development and Urban Planning Techniques
223.	Energy
230.	Geomatic Technology
231.	Fisheries
232.	Pulp and Paper
233.	Furniture and Cabinetwork Techniques
235.	Industrial Production
241.	Mechanics
242.	Graphic Design

- 243. Electrical Engineering
- 244. Physics Technology
- 247. Systems Technology
- 248. Maritime Technology
- 251. Textile Technology and Management
- 260. Water and Air Sanitation
- 262. Environmental Technology
- 265. Industrial Health and Safety
- 270. Metallurgical Engineering Technology
- 271. Mineral Technology
- 280. Aeronautics
- 300*. Social Sciences
- 305*. Social Sciences (complementary)
- 310. Paralegal Technology
- 311. Fire Safety
- 320. Geography
- 322. Early Childhood Education
- 330. History
- 332. Ancient Civilizations
- 340. Philosophy
- 345. Humanities
- 350. Psychology
- 351. Special Education
- 352. Gerontology
- 353. Basic Assistance Services
- 354. Leadership Training
- 360*. Multidisciplinary
- 370. Religion
- 371. Christian Fellowship
- 381. Anthropology
- 383. Economics
- 384. Social Research Techniques
- 385. Political Science
- 386. Community Planning
- 387. Sociology
- 388. Social Work
- 391. Recreational Technology
- 393. Documentation Technology
- 394. Public Relations
- 401. Administration
- 410. Business Administration (1)
- 411. Medical Archives
- 412. Office Management
- 413. Cooperatives
- 414. Tourism
- 415. Business Administration (2)
- 420. Data Technology
- 430. Hotel Management and Food Services

500*	Arts
502*	Arts and Letters
504*	Arts and Aesthetics
506.	Dance
510.	Visual Arts
511.	Visual Arts
520.	Aesthetics and Art History
530.	Cinema
550.	Music
551.	Professional Music and Song Techniques
560.	Theatre
561.	Professional Theatre
570.	Applied Arts
571.	Fashion Design
573.	Arts and Crafts
574.	Animated Graphics Technology
581.	Graphic Communications
582.	Multimedia
585.	Communications
589.	Communications Technology
601.	French (Language and Literature)
602.	French (Second Language)
603.	English (Language and Literature)
604.	English (Second Language)
607.	Spanish
608.	Italian
609.	German
610.	Russian
611.	Hebrew
612.	Yiddish
613.	Chinese
614.	Native Languages
615.	Ancient Languages
616.	Arabic
617.	Québec sign language
618.	Modern Languages
620.	Speech Science

- as well as any other discipline or specialization added by the Ministère.

* Multi-disciplinary discipline

21. Appendix II - 1 is replaced with the following:

APPENDIX II - 1

LIST OF ZONES FOR RELOCATION PURPOSES

COLLEGES

OTHER COLLEGES IN THE ZONE

ABITIBI-TÉMISCAMINGUE

AHUNTSIC

Édouard-Montpetit, Island of Montreal*,
L'Assomption, Lionel-Groulx, Montmorency,
Saint-Jérôme, Saint-Lambert, Terrebonne

ALMA

Jonquière

ANDRÉ-LAURENDEAU

Édouard-Montpetit, Island of Montreal*,
Lionel-Groulx, Montmorency,
Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne,
Valleyfield

BAIE-COMEAU

-

BAIE-DES-CHALEURS

-

BEAUCE-APPALACHES

-

BOIS-DE-BOULOGNE

Édouard-Montpetit, Island of Montreal*,
Lionel-Groulx, Montmorency, Saint-Jérôme,
Saint-Lambert, Terrebonne

CHARLEVOIX

-

CHIBOUGAMAU

-

CHICOUTIMI

Jonquière

DAWSON

Édouard-Montpetit, Island of Montreal*,
Lionel-Groulx, Montmorency,
Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne

DRUMMONDVILLE

-

ÉDOUARD-MONTPETIT

Island of Montreal*, Montmorency, Saint-Hyacinthe,
Saint-Jean-sur-Richelieu, Saint-Lambert

FRANÇOIS-XAVIER-GARNEAU	Quebec City Region**
GASPÉSIE ET DES ÎLES	-
GÉRALD-GODIN	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jérôme, Saint-Lambert, Valleyfield
GRANBY HAUTE-YAMASKA	-
HÉRITAGE	Outaouais
ÎLES-DE-LA-MADELEINE	-
JOHN ABBOTT	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Lambert, Valleyfield
JOLIETTE	L'Assomption, Terrebonne
JONQUIÈRE	Alma, Chicoutimi
LAC-MÉGANTIC	-
LA POCATIÈRE	Montmagny
L'ASSOMPTION	Ahuntsic, Joliette, Lionel-Groulx, Maisonneuve, Marie-Victorin, Rosemont, Terrebonne
LENNOXVILLE	Sherbrooke
LÉVIS-LAUZON	Montmagny, Quebec City Region**
LIMOILLOU	Quebec City Region**
LIONEL-GROULX	Island of Montreal*, L'Assomption, Montmorency, Saint-Jérôme, Terrebonne
MAISONNEUVE	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne
MARIE-VICTORIN	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Lambert, Terrebonne

MATANE	-
MATAPÉDIA (Matane)	Matapédia (Rimouski)
MATAPÉDIA (Rimouski)	Matapédia (Matane)
MONT-LAURIER	-
MONTMAGNY	La Pocatière, Lévis-Lauzon
MONTMORENCY	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Saint-Jérôme, Saint-Lambert, Terrebonne
OUTAOUAIS	Héritage
RIMOUSKI	-
RIVIÈRE-DU-LOUP	-
ROSEMONT	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne
SAINT-FÉLICIEN	-
SAINT-HYACINTHE	Édouard-Montpetit, Saint-Lambert
SAINT-JEAN-SUR-RICHELIEU	André-Laurendeau, Dawson, Édouard-Montpetit, Maisonneuve, Rosemont, Saint-Lambert, Vieux Montréal
SAINT-JÉROME	Ahuntsic, Bois-de-Boulogne, Gérald-Godin, Lionel-Groulx, Montmorency, Saint-Laurent, Terrebonne, Vanier
SAINT-LAMBERT	Édouard-Montpetit, Island of Montreal*, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu
SAINT-LAURENT	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jérôme, Saint-Lambert, Terrebonne
St. LAWRENCE	Quebec City Region**
SAINTE-FOY	Quebec City Region**
SEPT-ÎLES	-

SHAWINIGAN	Trois-Rivières
SHERBROOKE	Lennoxville
SOREL-TRACY	-
TERREBONNE	Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, Joliette, L'Assomption, Lionel-Groulx, Maisonneuve, Marie-Victorin, Montmorency, Rosemont, Saint-Jérôme, Saint-Laurent, Vanier, Vieux Montréal
THETFORD	-
TROIS-RIVIÈRES	Shawinigan
VALLEYFIELD	André-Laurendeau, John Abbott, Gérald-Godin
VANIER	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jérôme, Saint-Lambert, Terrebonne
VICTORIAVILLE	-
VIEUX MONTRÉAL	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne

Island of Montreal*: Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, John Abbott, Gérald-Godin, Maisonneuve, Marie-Victorin, Rosemont, Saint-Laurent, Vanier and Vieux Montréal colleges.

Quebec City Region**: François-Xavier-Garneau, Lévis-Lauzon, Limoilou, St. Lawrence and Sainte-Foy colleges.

22. Appendix II - 2 is replaced with the following:

APPENDIX II – 2

LIST OF SECTORS FOR RELOCATION PURPOSES

COLLEGES

OTHER COLLEGES IN THE ZONE

ABITIBI-TÉMISCAMINGUE

-

AHUNTSIC

Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

ALMA

Chicoutimi, Jonquière, Saint-Félicien

ANDRÉ-LAURENDEAU

Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

BAIE-COMEAU

-

BAIE-DES-CHALEURS

-

BEAUCE-APPALACHES

Lac-Mégantic, Thetford

BOIS-DE-BOULOGNE

Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

CHIBOUGAMAU

CHARLEVOIX

-

CHICOUTIMI

Alma, Jonquière

DAWSON	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
DRUMMONDVILLE	Édouard-Montpetit, Granby Haute-Yamaska, Lennoxville, Saint-Hyacinthe, Saint-Lambert, Shawinigan, Sherbrooke, Sorel-Tracy, Trois-Rivières, Victoriaville
ÉDOUARD-MONTPETIT	Drummondville, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
FRANÇOIS-XAVIER-GARNEAU	Montmagny, Quebec City Region**
GASPÉSIE ET DES ÎLES	-
GÉRALD-GODIN	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Valleyfield
GRANBY HAUTE-YAMASKA	Drummondville, Édouard-Montpetit, Island of Montreal*, Lennoxville, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Lambert, Sherbrooke
HÉRITAGE	Outaouais
ÎLES-DE-LA-MADELEINE	-
JOHN ABBOTT	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne, Valleyfield
JOLIETTE	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jérôme, Saint-Lambert, Terrebonne, Trois-Rivières
JONQUIÈRE	Alma, Chicoutimi

LAC-MÉGANTIC	Beauce-Appalaches, Sherbrooke, Thetford
LA POCATIÈRE	Montmagny, Rivière du Loup
L'ASSOMPTION	Édouard-Montpetit, Island of Montreal*, Joliette, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne
LENNOXVILLE	Drummondville, Granby Haute-Yamaska, Sherbrooke, Victoriaville
LÉVIS-LAUZON	Montmagny, Quebec City Region**
LIMOILOU	Montmagny, Quebec City Region**
LIONEL-GROULX	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Montmorency, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne, Valleyfield
MAISONNEUVE	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
MARIE-VICTORIN	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
MATANE	Matapédia (Matane), Matapédia (Rimouski), Rimouski
MATAPÉDIA (Matane)	Matane, Matapédia (Rimouski), Rimouski
MATAPÉDIA (Rimouski)	Matane, Matapédia (Matane), Rimouski
MONT-LAURIER	-
MONTMAGNY	La Pocatière, Quebec City Region**
MONTMORENCY	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne, Valleyfield

OUTAOUAIS	Héritage
RIMOUSKI	Matane, Matapédia (Matane), Matapédia (Rimouski), Rivière-du-Loup
RIVIÈRE-DU-LOUP	La Pocatière, Rimouski
ROSEMONT	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
SAINT-FÉLICIEN	Alma
SAINT-HYACINTHE	Drummondville, Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, L'Assomption, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Sorel-Tracy, Terrebonne, Victoriaville
SAINT-JEAN-SUR-RICHELIEU	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Lambert, Terrebonne, Valleyfield
SAINT-JÉRÔME	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Lambert, Terrebonne
SAINT-LAMBERT	Drummondville, Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
SAINT-LAURENT	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
St. LAWRENCE	Montmagny, Quebec City Region**
SAINTE-FOY	Montmagny, Quebec City Region**
SEPT-ÎLES	-
SHAWINIGAN	Drummondville, Trois-Rivières, Victoriaville

SHERBROOKE	Drummondville, Granby Haute-Yamaska, Lac-Mégantic, Lennoxville, Victoriaville
SOREL-TRACY	Drummondville, Édouard-Montpetit, Island of Montreal*, Saint-Hyacinthe, Saint-Lambert, Terrebonne, Trois-Rivières
TERREBONNE	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Valleyfield
THETFORD	Beauce-Appalaches, Lac-Mégantic, Victoriaville
TROIS-RIVIÈRES	Drummondville, Joliette, Shawinigan, Sorel-Tracy, Victoriaville
VALLEYFIELD	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne
VANIER	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
VICTORIAVILLE	Drummondville, Lennoxville, Thetford, Saint-Hyacinthe, Shawinigan, Sherbrooke, Trois-Rivières
VIEUX MONTRÉAL	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

Island of Montreal*: Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, Gérald-Godin, John Abbott, Maisonneuve, Marie-Victorin, Rosemont, Saint-Laurent, Vanier and Vieux Montréal colleges.

Quebec City Region**: Les collèges François-Xavier-Garneau, Lévis-Lauzon, Limoilou, Sainte-Foy and St. Lawrence colleges.

23. Appendix II - 4 is replaced with the following:

APPENDIX II - 4

**APPLICATION FORM TO BE USED BY THE FULL-TIME NON-TENURED
PROFESSOR PROVIDED FOR IN:**

- **clause 5-4.08 b)**
and
- **clause 5-4.17 A), priorities 9 and 12**

SURNAME: _____

GIVEN NAME: _____

FULL-TIME PROFESSOR:

COLLEGE OF ORIGIN: _____

CONTRACT YEAR: _____

DISCIPLINE: _____

POSITION APPLIED FOR: _____

DATE

SIGNATURE

NB: IT IS RECOMMENDED THAT THE APPLICANT'S CURRICULUM VITAE AND OTHER RELEVANT INFORMATION BE SUBMITTED ALONG WITH THIS FORM.

24. Clause 04 of Appendix III - 1 is replaced with the following:

04. The following salary scale shall apply to the professors referred to in clause 02:

SALARY SCALE
FULL-TIME AND PART-TIME PROFESSORS
(ANNUAL SALARY RATES)

Step (¹)	Salary note (4) to 2005-11-19	Salary 2005-11-20 to 2006-11-20	Salary 2006-11-21 to 2006-11-30	Salary 2006-12-01 to 2007-11-20	Salary 2007-11-21 to 2007-11-30	Salary from 2007-12-01 to note (5)	Salary from note (6) to 2009-05-31	Salary from 2009-06-01
1	38 749	38 749	38 749	39 524	39 524	40 314	41 121	41 943
2	40 187	40 187	40 187	40 991	40 991	41 811	42 647	43 500
3	41 625	41 625	41 625	42 458	42 458	43 307	44 173	45 056
4	43 291	43 293	43 295	44 161	44 163	45 047	45 947	46 866
5	45 087	45 109	45 131	46 033	46 055	46 978	47 917	48 875
6	46 963	47 006	47 050	47 992	48 037	48 997	49 977	50 976
7	48 913	48 980	49 046	50 027	50 095	51 097	52 119	53 161
8	50 948	51 039	51 130	52 154	52 247	53 292	54 358	55 445
9	53 062	53 179	53 297	54 363	54 484	55 573	56 684	57 817
10	55 268	55 414	55 561	56 672	56 823	57 959	59 118	60 300
11	57 564	57 742	57 919	59 077	59 258	60 443	61 652	62 884
12	59 956	60 167	60 377	61 585	61 801	63 037	64 298	65 583
13	62 447	62 693	62 941	64 199	64 452	65 741	67 055	68 396
14	65 037	65 321	65 606	66 919	67 211	68 555	69 926	71 324
15	67 743	68 069	68 395	69 764	70 098	71 500	72 930	74 388
16	70 557	70 926	71 298	72 724	73 104	74 566	76 058	77 579
17	73 490	73 907	74 327	75 813	76 243	77 764	79 319	80 905
18 ⁽²⁻³⁾	75 107	75 391	75 676	77 189	77 480	79 028	80 608	82 220
19 ⁽³⁾	76 759	76 904	77 050	78 591	78 738	80 313	81 919	83 558
20 ⁽³⁾	78 448	78 448	78 448	80 017	80 017	81 618	83 250	84 915

- (1) Professors shall be assigned the step corresponding to their experience, increased by:
2 steps for professors whose schooling is evaluated at 17 years;
4 steps for professors whose schooling is evaluated at 18 years;
6 steps for professors whose schooling is evaluated at 19 years;
8 steps for professors whose schooling is evaluated at 19 or more years and who have a doctorate.
- (2) Step 18 is accessible to professors who have a master's degree in the discipline taught or in a discipline relevant to and useful for teaching the discipline specified in their contract.
- (3) Steps 18, 19 and 20 are accessible to professors who have 19 or more years of schooling and a doctorate.
- (4) As of the first day of the contract year 2005-2006.
- (5) Last day of contract year 2007-2008.
- (6) First (1st) day of contract year 2008-2009.

25. Appendix III - 4 is replaced with the following:

APPENDIX III - 4

APPENDIX PERTAINING TO THE CÉGEP DE LA GASPÉSIE ET DES ÎLES

01. This appendix shall apply to professors employed by the Cégep de la Gaspésie et des Îles for its Centres d'études collégiales:
- Îles-de-la-Madeleine;
 - Baie-des-Chaleurs.
02. The Cégep de la Gaspésie et des Îles and each one of the aforementioned Centre d'études collégiales, shall be considered to be two (2) distinct colleges for purposes of applying the provisions of the collective agreement relating to the following matters:
- a) Hiring
 - b) Tenure
 - c) Seniority
 - d) Job Security, subject to clause 03 of this appendix
 - e) Exchanges between colleges
 - f) Proposal for the apportionment of professors among the disciplines
 - g) The number of teaching positions in a discipline and its application
 - h) Calculation of a professor's workload
 - i) Continuing Education
 - j) Department and departmental coordination
 - k) Selection of regular professors
 - l) Professional Development
 - m) Summer Courses
 - n) CRT
 - o) Programs Committee and Program coordination
03. If a program is partially or completely closed in the Centre d'études collégiales des Îles-de-la-Madeleine or de Baie-des-Chaleurs or if either of the Centre d'études collégiales des Îles-de-la-Madeleine or de Baie-des-Chaleurs is closed, the professors involved shall no longer be subject to the provisions of this appendix and the Cégep shall take over from its Centre d'études collégiales.

26. The salary scales and hourly rates shown in Tables A-1 and B-1 of the letter of agreement 2005-2010 number 02 shall be repealed and replaced with tables A-2 and B-2 below:

TABLE A-2
FULL-TIME AND PART-TIME PROFESSORS
(ANNUAL SALARY RATES)

Step (1)	Salary note (4) to 2005-11-19	Salary 2005-11-20 to 2006-11-20	Salary 2006-11-21 to 2006-11-30	Salary 2006-12-01 to 2007-11-20	Salary 2007-11-21 to 2007-11-30	Salary from 2007-12-01 to note (5)	Salary from note (6) to 2009-05-31	Salary from 2009-06-01
1	33 695	33 695	33 695	34 369	34 369	35 056	35 757	36 472
2	34 945	34 945	34 945	35 644	35 644	36 357	37 084	37 826
3	36 196	36 196	36 196	36 920	36 920	37 658	38 411	39 179
4	37 644	37 646	37 648	38 401	38 403	39 171	39 954	40 753
5	39 206	39 225	39 244	40 029	40 048	40 850	41 667	42 500
6	40 837	40 875	40 913	41 732	41 771	42 606	43 458	44 327
7	42 533	42 591	42 649	43 502	43 561	44 432	45 321	46 227
8	44 303	44 382	44 461	45 351	45 432	46 341	47 268	48 213
9	46 141	46 243	46 345	47 272	47 377	48 324	49 290	50 276
10	48 059	48 186	48 314	49 280	49 411	50 399	51 407	52 435
11	50 056	50 210	50 364	51 371	51 529	52 559	53 610	54 682
12	52 136	52 319	52 502	53 552	53 740	54 815	55 911	57 029
13	54 302	54 516	54 731	55 825	56 045	57 166	58 309	59 475
14	56 554	56 801	57 049	58 190	58 444	59 613	60 805	62 021
15	58 907	59 190	59 474	60 664	60 955	62 174	63 417	64 685
16	61 354	61 675	61 998	63 238	63 569	64 840	66 137	67 460
17	63 904	64 267	64 632	65 924	66 298	67 621	68 973	70 352
18 ⁽²⁻³⁾	65 310	65 557	65 805	67 121	67 374	68 720	70 094	71 496
19 ⁽³⁾	66 747	66 873	67 000	68 340	68 468	69 837	71 234	72 659
20 ⁽³⁾	68 216	68 216	68 216	69 580	69 580	70 972	72 391	73 839

- (1) Professors shall be assigned the step corresponding to their experience, increased by:
- 2 steps for professors whose schooling is evaluated at 17 years;
 - 4 steps for professors whose schooling is evaluated at 18 years;
 - 6 steps for professors whose schooling is evaluated at 19 years;
 - 8 steps for professors whose schooling is evaluated at 19 or more years and who have a doctorate.
- (2) Step 18 is accessible to professors who have a master's degree in the discipline taught or in a discipline relevant to and useful for teaching the discipline specified in their contract.
- (3) Steps 18, 19 and 20 are accessible to professors who have 19 or more years of schooling and a doctorate.
- (4) As of the first day of the contract year 2005-2006.
- (5) Last day of contract year 2007-2008.
- (6) First (1st) day of contract year 2008-2009.

APPENDIX VI - 1 (cont'd)**HOURLY RATES****TABLE B-2****Hourly rates for hourly paid professors**

<u>Period</u>	<u>16 years or less</u>	<u>17 or 18 years</u>	<u>19 years or more</u>
From July 1, 2005 to November 19, 2005	55,03 \$	63,80 \$	76,58 \$
From November 20, 2005 to September, 30 2006	55,13 \$	63,99 \$	76,95 \$
From October 1, 2006 to November, 20 2006	56,23 \$	65,27 \$	78,49 \$
From November 21, 2006 to September, 30 2007	56,33 \$	65,47 \$	78,87 \$
From October 1, 2007 to November, 20 2007	57,46 \$	66,78 \$	80,45 \$
From November 21, 2007 to June, 14 2008	57,56 \$	66,98 \$	80,84 \$
From June 15, 2008 to March 31, 2009	58,71 \$	68,32 \$	82,46 \$
Commencing April 1, 2009	59,88 \$	69,69 \$	84,11 \$

The term "year" corresponds to the years of schooling according to the collective agreement.

27. Clause 3.01 of Appendix VI - 2 is replaced with the following:

3.01

A professor working in one of the sectors mentioned in Section 2.00 shall receive an annual isolation and remoteness premium of:

	Sector	With dependent(s)	No dependents
Until November 30, 2006	I	\$6 962	\$4 869
	II	\$8 610	\$5 739
	III	\$10 834	\$6 773
	IV	\$14 089	\$7 993
	V	\$16 621	\$9 428
From December 1, 2006 to November 30, 2007	I	\$7 101	\$4 966
	II	\$8 782	\$5 854
	III	\$11 051	\$6 908
	IV	\$14 371	\$8 153
	V	\$16 953	\$9 617
From December 1, 2007 to the last day of contract year 2007-2008	I	\$7 243	\$5 065
	II	\$8 958	\$5 971
	III	\$11 272	\$7 046
	IV	\$14 658	\$8 316
	V	\$17 292	\$9 809
From the 1 st day of contract year 2008-2009 to May 31, 2009	I	\$7 388	\$5 166
	II	\$9 137	\$6 090
	III	\$11 497	\$7 187
	IV	\$14 951	\$8 482
	V	\$17 638	\$10 005
Commencing on June 1, 2009	I	\$7 536	\$5 269
	II	\$9 320	\$6 212
	III	\$11 727	\$7 331
	IV	\$15 250	\$8 652
	V	\$17 991	\$10 205

28. This agreement comes into effect upon its signing, unless otherwise stipulated.


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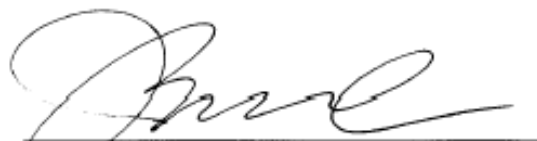
EN FOI DE QUOI, les parties nationales ont signé à Montréal ce, 20^e jour du mois de octobre 2008.

POUR LE COMITÉ PATRONAL
DE NÉGOCIATION DES COLLÈGES (CPNC)

POUR LA FÉDÉRATION AUTONOME
DU COLLÉGIAL (FAC)


Laval Dubé, président


Jean-Claude Drapeau, président


Jean Beauchesne, vice-président


Bruno Voisard, vice-président
aux ressources et aux relations de travail

