

**AGREEMENT REACHED BETWEEN**

**ON THE ONE HAND,**

**LA FÉDÉRATION DES EMPLOYÉES ET EMPLOYÉS DE SERVICES PUBLICS (Inc.) CSN ON  
BEHALF OF THE UNIONS REPRESENTING THE COLLEGE SUPPORT PERSONNEL (FEESP)**

**AND**

**ON THE OTHER HAND,**

**THE COMITÉ PATRONAL DE NÉGOCIATION DES COLLÈGES (CPNC)**

**IN ACCORDANCE WITH THE PROVISIONS OF *AN ACT RESPECTING THE  
PROCESS OF NEGOTIATION OF THE COLLECTIVE AGREEMENTS IN THE PUBLIC  
AND PARAPUBLIC SECTORS* (R.S.Q., c. R-8.2)**

Produced by the Comité patronal  
de négociation des collèges (CPNC)  
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## **LIST OF ACRONYMS**

CLP	Commission des lésions professionnelles
CPNC	Comité patronal de négociation des collègues
CSN	Confédération des syndicats nationaux
CSSP	Civil Service Superannuation Plan
CSST	Commission de la santé et de la sécurité du travail du Québec
EIP	Employment Insurance Plan
FEESP	Fédération des employées et employés de services publics (Inc.)
FTE	Full-time equivalent
HRSDC	Human Resources and Skills Development Canada
LRC	Labour Relations Committee
QPP	Québec Pension Plan
RAAQ	Régime d'assurance automobile du Québec
QPIP	Québec Parental Insurance Plan (Régime québécois d'assurance parentale, RQAP)
RREGOP	Government and Public Employees Retirement Plan
SAAQ	Société de l'assurance automobile du Québec
TPP	Teachers' Pension Plan



# TABLE OF CONTENTS

## CHAPTER 1 - DEFINITIONS

Article 1-1.00 - Definitions .....	4
Article 1-2.00 - Purpose of the Collective Agreement .....	7

## CHAPTER 2 - JURISDICTION AND SCOPE OF APPLICATION

Article 2-1.00 - Recognition of Local Parties .....	8
Article 2-2.00 - Recognition of Provincial Parties .....	8
Article 2-3.00 - Scope of Application .....	9

## CHAPTER 3 - UNION RIGHTS

Article 3-1.00 - Union Security .....	12
Article 3-2.00 - Union Dues .....	12
Article 3-3.00 - Leave for Local Union Activities .....	13
Article 3-4.00 - Leave for Provincial Union Activities .....	15
Article 3-5.00 - Meetings and Postings .....	16

## CHAPTER 4 - PARTICIPATION

Article 4-1.00 - Information .....	17
Article 4-2.00 - Labour Relations Committee (LRC) .....	18

## CHAPTER 5 - MOVEMENT OF PERSONNEL

Article 5-1.00 - Hiring .....	22
Article 5-2.00 - Movement of Personnel .....	26
Article 5-3.00 - Seniority .....	30
Article 5-4.00 - Abolishment of a Position with an Incumbent .....	32
Article 5-5.00 - Job Priority and Hiring Priority .....	37
Article 5-6.00 - Job Security .....	38
Article 5-7.00 - Placement Office .....	42
Article 5-8.00 - Disciplinary Measures .....	44
Article 5-9.00 - Temporary Layoff .....	46
Article 5-10.00 - Intercollegiate Exchanges .....	47
Article 5-11.00 - Provisional Assignment of an Employee to Another Category of Personnel .....	48

## CHAPTER 6 - SALARY CONDITIONS

Article 6-1.00 - Special Provision .....	50
Article 6-2.00 - Determination of Class of Employment and Salary upon Hiring .....	50
Article 6-3.00 - Rules Governing Advancement in Step .....	51
Article 6-4.00 - Rules Governing Promotion and Transfer .....	52
Article 6-5.00 - Modifications of Duties .....	52
Article 6-6.00 - Arbitrator's Powers and Responsibilities .....	53
Article 6-7.00 - Payment of Salaries .....	54
Article 6-8.00 - Premiums .....	55
Article 6-9.00 - Remuneration .....	57
Article 6-10.00 - Regional Disparities .....	59
Article 6-11.00 - Creation of New Classes of Employment and Modifications to the Classification Plan .....	66
Article 6-12.00 - Back Pay .....	67

## CHAPTER 7 - WORKING CONDITIONS AND FRINGE BENEFITS

Article 7-1.00 - Working Hours .....	69
Article 7-2.00 - Work Schedules .....	69
Article 7-3.00 - Overtime .....	70
Article 7-4.00 - Quanta of Overtime Hours .....	71
Article 7-5.00 - Quanta of Annual Vacation .....	72

Article 7-6.00 - Annual Vacation .....	75
Article 7-7.00 - Quanta of Statutory Holidays .....	76
Article 7-8.00 - Statutory Holidays .....	76
Article 7-9.00 - Parental Rights .....	77
Article 7-10.00 - Special Leaves of Absence .....	97
Article 7-11.00 - Leave Without Pay .....	100
Article 7-12.00 - Leave to Hold Public Office .....	101
Article 7-13.00 - Leave Fostering the Organization of Working Time .....	102
Article 7-14.00 - Life, Health and Salary Insurance Plans.....	112
Article 7-15.00 - Hygiene and Safety.....	126
Article 7-16.00 - Wearing Apparel and Uniforms.....	127
Article 7-17.00 - Credit Union .....	128
Article 7-18.00 - Civil Liability.....	128
Article 7-19.00 - Expense Allowances .....	129
Article 7-20.00 - Handicapped Employees .....	129
Article 7-21.00 - Leave for Professional Activities and International Aid.....	130
 <b>CHAPTER 8 - TRAINING AND PROFESSIONAL DEVELOPMENT</b>	
Article 8-1.00 - General Provisions.....	132
Article 8-2.00 - Training and Professional Development .....	132
Article 8-3.00 - Amount Allocated for Training and Professional Development.....	134
Article 8-4.00 - Skills Development .....	135
 <b>CHAPTER 9 - GRIEVANCE AND ARBITRATION PROCEDURES</b>	
Article 9-1.00 - Grievance Procedure.....	137
Article 9-2.00 - Arbitration Procedure .....	139
Article 9-3.00 - Arbitration with Respect to Interpretation .....	145
Article 9-4.00 - Arbitration-Mediation .....	146
Article 9-5.00 - Accelerated Arbitration.....	147
Article 9-6.00 - Update of Grievances Filed Prior to this Collective Agreement .....	148
Article 9-7.00 - Grievances Involving Classification.....	149
 <b>CHAPTER 10 - GENERAL PROVISIONS</b>	
Article 10-1.00 - Outside Contracts.....	153
Article 10-2.00 - Modifications of Working Conditions.....	153
Article 10-3.00 - Publication.....	154
Article 10-4.00 - Non-Discrimination .....	154
Article 10-5.00 - Sums to be Recovered.....	155
Article 10-6.00 - Equal Opportunity .....	155
Article 10-7.00 - Violence in the Workplace .....	155
Article 10-8.00 - Technological Changes .....	156
Article 10-9.00 - Transmission of Written Notices.....	157
Article 10-10.00 - Appendices .....	157
Article 10-11.00 - Duration of the Collective Agreement .....	157
 <b>APPENDIX</b>	
Appendix "A" Moving Costs.....	158
Appendix "B" Salary Scales .....	162
Appendix "C" Salary Rates.....	176
Appendix "D" Salary Rate For Student Employees .....	178
Appendix "E" Creation of Part-Time Positions on an Annual Basis.....	181

Appendix "F"	Letter of Agreement Concerning the Program for the Provisional Reduction of Working Time on a Voluntary Basis (7-13.22 and 7-13.23) .....	182
Appendix "G"	List of Zones Applicable to Each College With Respect to Job Priority and Job Security .....	186
Appendix "H"	Classification Plan.....	190
Appendix "I"	Working Conditions of Seasonal Personnel Performing Duties Pertaining to the Day Camp Programs at Collège Montmorency .....	191
Appendix "J"	Letter of Agreement Regarding Family Responsibilities .....	192
Appendix "K"	Parental Rights .....	193
Appendix "L"	List of Organizations for Which the Law Provides, as of February 7, 2005, that the Working Conditions or Salary Standards and Rates of Their Employees are to be Determined or Approved In Accordance With the Terms Defined by the Government.....	194
Appendix "M"	Letter of Intent Concerning the Government and Public Employee Retirement Plans .....	196
Appendix "N"	Letter of Agreement Concerning the Improvement of the Quality and Presentation of the Text of the Collective Agreement .....	203
Appendix "O"	Network Budget Distribution Table for the Skills Development Plan .....	204

#### Letter of intent

Letter of Agreement Regarding the Creation of a Working Group - Semi-Skilled Workers - .....	206
Letter of Agreement Regarding Salary Relativities .....	208

## **CHAPTER 1 - DEFINITIONS**

### **Article 1-1.00 - Definitions**

#### **1-1.01 Contract Year**

A twelve (12)-month period beginning on July 1 of one year and ending on June 30 of the following year.

#### **1-1.02 Class of Employment**

A class of employment is a unit within the classification plan that groups together activities and responsibilities that have common characteristics in terms of their nature, complexity and required qualifications.

#### **1-1.03 College**

General and Vocational College (CEGEP) created by virtue of the General and Vocational Colleges Act (R.S.Q., c. C-29), with its head office at \_\_\_\_\_.

The term "college" also encompasses:

- The Société d'informatique Bourgchemin, instituted within the meaning of section 30.1 of the General and Vocational Colleges Act (R.S.Q., c. C-29);
- The Centre d'informatique des collèges d'enseignement général et professionnel du Saguenay-Lac-St-Jean, instituted within the meaning of section 30.1 of the General and Vocational Colleges Act (R.S.Q., c. C-29).

#### **1-1.04 Spouse**

The term "spouse" means either of two people:

- a) who are married or in a civil union and who live together;
- b) who are of the same or opposite sex, are living together as a married couple and are the father and mother of the same child;
- c) who are of the same or opposite sex and who have been living together common-law for at least one (1) year.

#### **1-1.05 Pertinent Experience**

When years of experience are required to fill a job opening, this experience must be pertinent to the job, meaning that it must have prepared the applicant to perform the duties of the job applied for.

#### **1-1.06 Duties**

The duties that are principally and customarily performed by an employee.



### **1-1.07 Government**

Government of Québec.

### **1-1.08 Grievance**

Any disagreement related to the application or interpretation of the collective agreement.

### **1-1.09 Working Days**

For each individual employee: the days of the workweek as defined in article 7-2.00. For the purposes of the deadlines provided for in the collective agreement: Monday through Friday, with the exception of the statutory holidays provided for in article 7-8.00.

### **1-1.10 Ministère**

The Ministère de l'Éducation, du Loisir et du Sport.

### **1-1.11 Transfer**

Transfer of an employee, within the same class of employment or to another class of employment in which the maximum or single salary rate is identical to the one in the class of employment he/she is leaving.

### **1-1.12 Parties**

The local parties, that is to say the College and the Union.

### **1-1.13 Provincial Employer Party**

The negotiating employer party as defined in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q. c. R-8.2).

### **1-1.14 Provincial Union Party**

The negotiating union party as defined in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q. c. R-8.2).

### **1-1.15 Employee**

Any person included in the bargaining unit.

### **1-1.16 Full-time Employee**

An employee who works the number of hours provided for in clause 7-1.01 for his/her class of employment.

### **1-1.17 Part-time Employee**

- a) An employee who, each week, regularly works a number of hours equal to or less than seventy-five per cent (75%) of the number of hours provided for in clause 7-1.01 for his/her class of employment.
- b) An employee, referred to in appendix "E", whose average number of hours of work per week on an annual basis is equal to or less than seventy-five per cent (75%) of the number of hours provided for in clause 7-1.01 for his/her class of employment.

If a part-time employee exceptionally works a number of hours equal to a higher percentage than the one provided for in the preceding paragraphs, this person shall maintain his/her part-time status.

#### **1-1.18 Student Employee**

Employee, also a full-time student at the College, who performs duties covered by the classification plan.

#### **1-1.19 Casual Employee**

a) Employee hired to handle a temporary increase in workload or an unforeseen event.

Unless there is an agreement to the contrary with the Union, if the function generated by an increase in workload or an unforeseen event exceeds a period of ninety (90) work days, the casual employee shall be remunerated at the regular salary rate increased by one hundred per cent (100%) as of the ninety-first (91<sup>st</sup>) day.

b) Employee hired to carry out a specific project.

#### **1-1.20 Regular Employee**

Full-time or part-time employee who has completed his/her probation period.

#### **1-1.21 Employee on Probation**

Full-time or part-time employee who has not completed his/her probation period as provided for in clause 5-1.07.

#### **1-1.22 Replacement Employee**

Employee hired to totally or partially replace an employee who is temporarily absent from his/her job, with a prior agreement to lay him/her off at the end of said absence.

#### **1-1.23 Classification Plan**

Document issued by the provincial employer party, that is to say the "Classification Plan for CEGEP Support Staff" (2000 edition and all subsequent amendments), as it appears in Appendix "H".

#### **1-1.24 Specific Project**

Set of non-repetitive activities for a determined period of time intended to meet a provisional need or to enable the College to explore a development opportunity.

A specific project shall not exceed a three (3)-year period, unless the parties reach an agreement.

Unless an agreement is reached, if the College decides to continue the project beyond the third (3<sup>rd</sup>) year, it shall follow the procedure set out in clause 5-2.01.

**1-1.25 Promotion**

Movement of an employee from one class of employment to another in which the maximum or single salary rate is higher than that of the class of employment he/she is leaving.

**1-1.26 Demotion**

Movement of an employee from one class of employment to another in which the maximum or single salary rate is lower than that of the class of employment he/she is leaving.

**1-1.27 Education Sector**

The school boards and colleges as defined in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q. c. R-8.2).

**1-1.28 Union**

The association representing support personnel at the College as defined by the bargaining unit.

**1-1.29 Salary**

Remuneration of an employee as provided for in articles 6-1.00, 6-2.00, 6-3.00, 6-4.00 and 6-9.00.

**Article 1-2.00 - Purpose of the Collective Agreement****1-2.01**

The purpose of the collective agreement is as follows:

- a) to maintain and promote good relations between the College and the employees governed by this agreement;
- b) to establish conditions that ensure, to the greatest extent possible, employees' safety and well-being;
- c) to establish the working conditions of the employees governed by this agreement;
- d) to facilitate, through the appropriate procedures, the settlement of problems which could arise between the College and the employees governed by this agreement.

## **CHAPTER 2 - JURISDICTION AND SCOPE OF APPLICATION**

### **Article 2-1.00 - Recognition of Local Parties**

#### **2-1.01**

The College recognizes the Union as the sole representative and agent of the employees subject to the union certification issued by virtue of the Labour Code (R.S.Q., c. C-27) for the purposes of applying the collective agreement.

#### **2-1.02**

The Union recognizes the College's right to perform its executive, administrative and managerial functions, subject to the provisions of the collective agreement.

### **Article 2-2.00 - Recognition of Provincial Parties**

#### **2-2.01**

The parties recognize the provincial parties for the purposes of dealing with any question relating to the application and interpretation of the collective agreement without limiting the parties' rights recognized herein. This shall not be construed as recognizing the provincial parties' grievance and arbitration rights.

#### **2-2.02**

At any time, the representatives of the provincial union party may request, in writing, a meeting with the representatives of the provincial employer party in order to deal with questions of general interest related to the application and interpretation of the collective agreement. The employer representatives shall be required to meet with the union representatives within ten (10) working days following the date of the request.

Similarly, the representatives of the provincial employer party may request, under the same conditions and for the same purposes, a meeting with the representatives of the provincial union party.

For the purposes of applying this clause, two (2) employees, who are members of the executive of the Secteur soutien cégeps (FEESP), shall be granted leave without loss of pay or reimbursement by the Union for the duration of the provincial meeting. The two (2) employees shall obtain such leave after having notified the human resources department to this effect at least three (3) working days before the scheduled date of the meeting.

#### **2-2.03**

The parties entrust the provincial parties with the mandate to review the following topics:

1. The question regarding the use of employment agencies for the performance of tasks provided for in the Classification Plan;

2. The issue regarding the working conditions applicable to *Attendants for the disabled students*;
3. The issues raised by the creation of specific projects;
4. The situation regarding the use of casual employees to handle temporary increases in workload or unforeseen events.

The tasks planned in this clause shall begin within sixty (60) days of the date of the signing of the collective agreement, and shall end at the latest two (2) years after the first meeting of the provincial parties.

In order to achieve their mandate, the provincial parties shall establish the procedural rules as well as the schedule of meetings which they consider useful for the smooth operation of their tasks. In addition, the provincial parties shall determine and share the information necessary to the achievement of their mandate.

No later than one (1) year after the beginning of the tasks, the provincial parties shall produce a report regarding paragraphs 1 and 2 of this clause and, if applicable, shall, jointly or not, make recommendations to the bargaining parties.

No later than two (2) year after the beginning of the tasks, the provincial parties shall produce a report regarding paragraphs 3. and 4. of this clause, and if applicable, shall jointly or not make recommendations to the bargaining parties.

For the purposes of achieving the mandate provided for in this clause, the provincial union party shall benefit from the release of three (3) employees with pay and without reimbursement by the Union for each meeting day. A release of the same nature shall be granted for the purposes of preparing for the meetings. The number of release days granted cannot exceed one hundred and fifty (150) days for the duration of the mandate.

The provincial parties may agree to extend the period to achieve the tasks planned in the 2<sup>nd</sup> subparagraph of this clause.

## **Article 2-3.00 - Scope of Application**

### **2-3.01**

The collective agreement shall apply to the College's support personnel, as defined in the Labour Code (R.S.Q., c. C-27), governed by the bargaining unit.

### **2-3.02**

A part-time employee shall be entitled to the rights and privileges granted by the collective agreement in proportion to the number of hours worked, unless the collective agreement stipulates otherwise.

### **2-3.03**

An employee on probation shall be covered by the provisions of the collective agreement, except those provided for in the following articles:

- Grievance settlement procedure in the case of dismissal during the probation period (articles 9-1.00 and 9-2.00).

### **2-3.04**

Casual and replacement employees shall be covered by the provisions of the collective agreement, except those provided for in the following articles:

- 5-1.00 - Hiring (with the exception of clauses 5-1.01 and 5-1.09)
- 5-2.00 - Movement of Personnel
- 5-3.00 - Seniority
- 5-4.00 - Abolishment of a Position with an Incumbent
- 5-5.00 - Job Priority and Hiring Priority
- 5-6.00 - Job Security
- 5-7.00 - Placement Office
- 5-8.00 - Disciplinary Measures
- 5-10.00 - Intercollegiate Exchanges
- 5-11.00 - Provisional Assignment of an Employee to Another Category of Personnel
- 7-5.00 - Quanta of Annual Vacation
- 7-6.00 - Annual Vacation
- 7-11.00 - Leave without Pay
- 7-12.00 - Leave to Hold Public Office
- 7-13.00 - Leave Fostering the Organization of Working Time
- 7-14.00 - Life, Health, and Salary Insurance Plans
- 7-17.00 - Credit Union
- 7-20.00 - Handicapped Employees
- 7-21.00 - Leave for Professional Activities and International Aid
- 8-1.00 - General Provisions
- 8-2.00 - Training and Professional Development
- 8-4.00 - Skills Development
- 10-1.00 - Outside Contracts
- 10-8.00 - Technological Changes

Casual and replacement employees with less than six (6) months of continuous service shall also be entitled to eight per cent (8%) of the gross salary earned for purposes of vacation with pay.

Notwithstanding the preceding, a casual or replacement employee with six (6) months or more of continuous service shall benefit from articles 7-5.00, 7-6.00, 7-14.00, 8-1.00 and 8-1.02 of the collective agreement.

In addition, an employee who has held a position in the College as a casual or replacement employee for a period of time equivalent to ninety (90) days worked or paid in the twenty-four

(24) months prior to the beginning of posting shall benefit from clauses 5-1.04 and 5-1.06 and from the priority order provided for in paragraph 3 of clause 5-1.11 b) and paragraph 10 of clause 5-2.03. However, the College may terminate the benefit provided for in this paragraph by giving the employee its reasons in writing.

The parties may reach a local agreement on a different duration for the reference period of twenty-four (24) months provided for in clause 5-1.11 and paragraph 10 of clause 5-2.03.

### **2-3.05**

A student employee shall not be covered by the provisions of the collective agreement, with the exception of the following articles:

2-3.00	-	Scope of Application (with the exception of clauses 2-3.01 to 2-3.04)
3-2.00	-	Union Dues
4-1.00	-	Information (with the exception of clauses 4-1.01 and 4-1.02)
6-7.00	-	Payment of Salaries
6-9.00	-	Remuneration (with the exception of clauses 6-9.08 to 6-9.11)
6-12.00	-	Back Pay
7-15.00	-	Hygiene and Safety
7-18.00	-	Civil Liability
9-1.00	-	Grievance Procedure
9-2.00	-	Arbitration Procedure
10-4.00	-	Non-Discrimination
10-7.00	-	Violence in the Workplace
10-11.00	-	Duration of the Collective Agreement

The salary rate for student employees appears in Appendix "D".

Furthermore, said employee shall be entitled to eight per cent (8%) of the gross salary earned for purposes of vacation with pay.

## **CHAPTER 3 - UNION RIGHTS**

### **Article 3-1.00 - Union Security**

#### **3-1.01**

Any employee who is a member of the Union on the date the collective agreement comes into force and anyone who becomes a member at a later date, must continue his/her membership in the Union for the duration of the collective agreement, in order to maintain his/her employment.

#### **3-1.02**

Any new employee hired after the date the collective agreement comes into force must, as of the date he/she is hired, become and remain a member of the Union for the duration of the collective agreement, as a condition of employment. The College agrees to have the form provided by the Union completed, and a copy sent to the Union.

#### **3-1.03**

The College shall not be required, independently of clauses 3-1.01 and 3-1.02, to dismiss an employee because the Union has refused to accept him/her or has eliminated him/her from its ranks, for any reason whatsoever.

### **Article 3-2.00 - Union Dues**

#### **3-2.01**

The College shall deduct from the salary and, if applicable, from all amounts of indexation or retroactivity of each employee covered by the collective agreement, an amount equal to the regular amount set as union dues by the Union for its members.

#### **3-2.02**

For the purposes of this article, the Union shall advise the Employer, in writing, of the amount of union dues. Any change in dues shall take effect at the beginning of a pay period and no later than thirty (30) days following receipt by the College of the written notice from the Union.

#### **3-2.03**

The College agrees to deduct the amounts provided for in clause 3-2.01 from each pay. It shall forward to the Union, between the first (1<sup>st</sup>) and the fifteenth (15<sup>th</sup>) day of the following month, the total monthly amount collected, together with a detailed statement of the deductions.

This detailed statement shall include the family name and first name of the employee, his/her status, his/her employee number if applicable, his/her regular salary, the amount on which the deduction was made if it is different, and the amount of individual deductions. The amount indicated as regular salary shall not include overtime and premiums.



**3-2.04**

The Union agrees not to hold the College responsible for any claim which may be filed against the College by an employee as a result of the deduction of union dues from an employee's pay.

**3-2.05**

The College shall cease all deductions mentioned in this article as of the beginning of the pay period following the period during which an employee ceases to be covered by this collective agreement.

**Article 3-3.00 - Leave for Local Union Activities**

**3-3.01**

The College recognizes the right of two (2) employees authorized by the Union and who are members of the union executive to take care of union business during working hours in cases provided for in the collective agreement. The immediate supervisor of each representative or the human resources department must be notified in advance of the employee's absence and where he/she may be reached.

Within the framework of articles 3-3.00 and 3-4.00, both employees authorized by the Union and who are members of the union executive, as well as the union delegate, may take leave from work for the required time, with reimbursement of their salary by the Union for union activities other than those provided for in clauses 3-3.03 and 3-4.01. However, the immediate supervisor must be notified in advance, and cannot refuse without a valid reason.

**3-3.02**

The Union may appoint a union delegate to represent the Union in the application and the interpretation of the collective agreement.

The Union may appoint a substitute for the union delegate. In the absence of the union delegate, the substitute shall have the same function.

The Union may appoint one delegate and a substitute for each campus.

Within thirty (30) days following the date the collective agreement comes into force and at the time of their replacement, the Union shall notify the human resources department of the appointment of all union delegates or substitutes.

**3-3.03**

The authorized union representatives mentioned in this clause may take leave from work, for the period of time required, for the activities enumerated below, and in accordance with the terms and conditions provided:

- a) Any member of the union executive may take leave from work in order to participate in a meeting called by the representatives of the College. The same shall apply for any meeting with the College called by the union executive.

- b) An authorized union representative may take leave from work in order to accompany an employee for the presentation or discussion of a grievance, or for an enquiry in view of the presentation of a grievance or for an enquiry in view of the discussion of the grievance with the College within the framework of clause 9-1.09.

The employee must first have notified his/her immediate supervisor, who cannot refuse without a valid reason; he/she must also notify the human resources department of where he/she can be reached during his/her authorized absence.

- c) Any member of a committee or council provided for in the collective agreement may take leave from work after having notified his/her immediate supervisor and the human resources department, in order to participate in any meeting in accordance with the collective agreement.
- d) For any matter related to the collective agreement, any employee may be accompanied by an authorized union representative when there is a meeting with a representative of the College.
- e) Any employee summoned (by subpoena or at the request of the tribunal) as a witness before a tribunal hearing a dispute related to the application of the collective agreement may take leave from work, after having notified his/her immediate supervisor and the human resources department. The duration of the leave shall be subject to the requirements of the arbitrator.
- f) Any employee who has filed a grievance that is being heard by an arbitration tribunal, together with the union delegate or a union officer, may take leave from work, after having notified the human resources department, in order to attend the arbitration hearings.
- g) In the absence of a more advantageous agreement, the College agrees to grant the employees leave in order for them to attend union general meetings at the time agreed upon with the Union during working hours, but outside course hours, twice per contract year for a maximum duration of two (2) hours each.

### **3-3.04**

Any employee who is granted leave under this article shall not lose any rights with respect to salary, benefits and privileges recognized in this agreement and must not be importuned nor suffer any harm or prejudice as a result of these activities.

### **3-3.05**

When the cost of leave provided for in this article are assumed by the Union, the latter agrees to reimburse the College, at the time and in accordance with the terms and conditions agreed upon between them, the lesser of the following amounts:

- a) in the case of the employee granted leave, the employee's gross salary plus ten per cent (10%);

- b) in the case of the replacement of the employee granted leave, the employee's gross salary plus ten per cent (10%).

However, the Union shall not effect any reimbursement if the employee on leave was not replaced.

### **3-3.06**

In the absence of a more advantageous agreement, the Union shall be entitled to a bank of twelve (12) working days of leave per contract year for members of the union executive in order to tend to union affairs, without reimbursement by the Union. These leaves shall be taken upon agreement with the College.

## **Article 3-4.00 - Leave for Provincial Union Activities**

### **3-4.01**

The College shall grant leave to a maximum of three (3) official union delegates to attend CSN conventions or council meetings, FEESP conventions or council meetings, the convention of the Conseil central or the Conseil régional, or meetings of the Secteur soutien cégeps (FEESP), with reimbursement of salary by the Union.

A written request must be forwarded to the human resources department at least five (5) working days in advance and must contain the names of the persons requesting leave, as well as the nature, duration and location of the union activity in question.

### **3-4.02**

Any employee appointed to a permanent function within the CSN or one of its bodies shall be entitled, following a written notice to the human resources department at least twenty-one (21) days in advance, to full-time or part-time leave, with reimbursement of salary by the Union.

Any employee who obtains such leave may return to his/her position after giving notice to the human resources department at least twenty-one (21) days in advance.

### **3-4.03**

- a) Any employee elected to a position as a member of the executive of the CSN or one of its bodies shall be entitled to full-time or part-time leave, with reimbursement of salary by the Union for the duration of said elective mandate, following a written request submitted to the human resources department at least twenty-one (21) days in advance.

This full-time or part-time leave shall be renewable automatically, from one year to the next, for the duration of any such mandate.

Any employee who obtains such leave may return to his/her position after giving the human resources department at least twenty-one (21) days' advance notice.

- b) Any employee elected to a position within the FEESP shall be entitled, following a written notice to the human resources department at least ten (10) days in advance, to occasional leave with reimbursement of salary by the Union for the duration of said elective mandate.

#### **3-4.04**

Any employee granted leave by virtue of this article shall lose no rights with respect to salary, benefits and privileges recognized in this collective agreement and must not be importuned or suffer harm or prejudice as a result of these activities.

#### **3-4.05**

If the leaves provided for in this article are at the expense of the Union, the latter agrees to reimburse the College, at the time and in accordance with the terms and conditions agreed upon between them, the lesser of the following amounts:

- a) in the case of the employee granted leave, the employee's gross salary plus ten per cent (10%);
- b) in the case of the replacement of the employee granted leave, the employee's gross salary plus ten per cent (10%).

However, the Union shall not effect any reimbursement if the employee is not replaced.

### **Article 3-5.00 - Meetings and Postings**

#### **3-5.01**

The Union shall be entitled to hold meetings of its members on College premises, provided that it gives prior notice and that a room is available. Such use of the premises shall be free of charge, unless specific additional expenses are incurred.

#### **3-5.02**

The College shall provide the Union with an adequate room for secretarial purposes.

#### **3-5.03**

The Union shall be entitled to post notices, bulletins and other documents for the information of its members on the locked display boards provided by the College. The location of these boards shall be determined by the parties. Such display boards may be used by the other unions.

#### **3-5.04**

The Union may distribute any document to the members of the bargaining unit by depositing them at their office or by having them distributed in the members' mail boxes by College personnel assigned to this duty.

## **CHAPTER 4 - PARTICIPATION**

### **Article 4-1.00 - Information**

#### **4-1.01**

The College shall send the Union:

- a) the list of employees, once a year, on a date agreed upon by the parties. In the absence of an agreement, this list shall be sent no later than November 30 of each year.

The list must indicate:

- family name and first name;
  - date of birth;
  - sex;
  - address;
  - first day of work;
  - class of employment, step;
  - salary;
  - status: regular, casual, replacement, full-time, part-time;
  - department to which the employee is attached;
  - telephone number if the employee does not object;
- b) the seniority list on the first day of the posting period provided for in clause 5-3.01;
  - c) a written notice of a departure for maternity leave, paternity leave or adoption leave for a duration of more than five (5) days, retirement or any other form of termination of employment;
  - d) a list of the members of the different committees provided for in the collective agreement and a list of the members of the board of governors and the executive committee;
  - e) all notices or directives issued by the College and that apply to all support personnel at the College;
  - f) notices provided for in article 5-8.00;
  - g) any changes to the information referred to in a) and d) above;
  - h) upon hiring a new employee, all information mentioned in paragraph a) as well as a copy of the employee's qualifications (education and experience). The new employee shall also receive a copy of the information listed in paragraph a);

- i) at the beginning of each semester, the list of the time worked or paid relating to employees who have worked as casual or replacement employees for a period equivalent to ninety (90) days worked or paid within the preceding twenty-four (24) months. This list is established on June 30 or December 31, as the case may be.

#### **4-1.02**

The College shall provide employees, no later than September 1 and February 1, with a written statement of their bank of sick-leave days as of June 30 and December 31 respectively, with a detailed account of their use. Copy of this notice shall be sent to the Union.

#### **4-1.03**

The College shall send the Union, in September and in February, a list of student employees. The list shall include the following information:

- family name and first name;
- date of birth;
- sex;
- address;
- first day of work;
- class of employment;
- salary;
- department to which the student employee is attached;
- telephone number if the student employee does not object.

### **Article 4-2.00 - Labour Relations Committee (LRC)**

#### **4-2.01**

The LRC shall be a permanent parity committee made up of representatives of both parties.

The role of this committee shall be to discuss any question related to the interpretation and application of the collective agreement.

#### **4-2.02**

Within thirty (30) working days following the date the collective agreement comes into force, each party shall appoint three (3) representatives and shall so inform the other party in writing. At the same time, the parties shall designate substitutes. The latter shall be entitled to sit only when they are replacing delegates who are absent or unable to act, or if the parties so agree.

When discussing a grievance, each party shall be permitted to bring in an outside consultant.

#### **4-2.03**

The LRC shall be autonomous with regard to its operating procedure.

**4-2.04**

The LRC must meet within five (5) working days following receipt of a request by either party.

A written notice and the agenda, including any items that either the College or the Union wants included, must be sent to the College and the Union at least forty-eight (48) hours before the meeting.

The agenda must also be posted for the information of all employees.

Documentation in the possession of one party and deemed pertinent by this party must be forwarded to the other party no later than the date of distribution of the agenda.

**4-2.05**

If the College fails to send at least two (2) representatives to the meeting, it cannot proceed on the items on the agenda.

If the Union fails to send at least two (2) representatives to a meeting, the meeting shall be automatically postponed to the third (3<sup>rd</sup>) working day following the date and time mentioned in the original notice of meeting.

If the Union fails to send at least two (2) representatives in the latter case, the College may proceed on all items on the agenda.

**4-2.06**

When the parties cannot agree on an item listed on the agenda, the College may proceed after informing the Union of its decision, unless the parties to the LRC agree to adjourn to a date they both agree to; such an adjournment cannot be refused if the College failed to comply with clause 4-2.04.

**4-2.07**

In order to have a quorum, the LRC must be comprised of at least two (2) representatives of each party.

**4-2.08**

An employee whose case is brought before the LRC shall receive written notice in advance from the College. Upon the employee's request, and provided he/she is present at the time agreed upon, he/she shall be heard by the LRC.

Except in the case of a grievance, this clause shall not apply in the case of a reduction in personnel or layoffs due to a surplus of personnel.

**4-2.09**

At no time shall an agreement reached before the LRC alter a provision of the collective agreement.

However, if the parties agree to come to a local agreement as provided for in the collective agreement or in Schedule B of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2), the preceding paragraph shall not apply.

**4-2.10**

The minutes of a meeting of the LRC must be adopted and signed by the parties at the next meeting.

**4-2.11**

An agreement reached before the LRC shall bind the parties and the employee concerned. Such an agreement shall be recorded in writing.

In the case of a grievance settlement, the employee concerned shall not be entitled to the provisions concerning arbitration.

**4-2.12**

The College must consult the LRC before making a decision concerning the following matters:

- a) the implementation of a special project, specifying:
  - the nature of the project;
  - the expected duration of the project;
  - the planned work force;
  - the period or periods during which the work force will be required;
  - the sources of financing;
- b) the staffing plan provided for in clause 5-4.01;
- c) a temporary layoff as provided for in clause 5-9.03;
- d) an intercollegiate exchange as provided for in clause 5-10.02 and, if applicable, in clause 5-10.05;
- e) a change in work schedules subject to clause 7-2.03;
- f) the distribution of statutory holidays, subject to clause 7-8.01;
- g) the granting of leave without pay as provided for in clause 7-11.01, if the leaves are for a period exceeding thirty (30) days;
- h) a grievance filed by either party, if applicable, in accordance with clause 9-1.09;
- i) the implementation of technological changes as provided for in clauses 10-8.03 and 10-8.05;



- j) any refusal of a request made under the provisions of Appendix "F" concerning the provisional reduction of working time on a voluntary basis;
- k) the provisional assignment of an employee to another category of personnel as provided for in article 5-11.00;
- l) the transfer of an employee;
- m) the granting of an outside contract as provided for in clause 10-1.02;
- n) the decision not to fill a vacant position under clause 5-1.02 a);
- o) the application of job priority as provided for in clause 5-2.03, paragraph 9.

## **CHAPTER 5 - MOVEMENT OF PERSONNEL**

### **Article 5-1.00 - Hiring**

#### **5-1.01**

Employees shall be hired in accordance with the provisions of the collective agreement.

#### **5-1.02**

- a) When a position becomes vacant, the College shall decide within the following forty-five (45) days if it is to be filled.

If, after consulting with the LRC, the College decides not to fill the position, it must send a written notice to this effect to the Union no later than the forty-sixth (46<sup>th</sup>) day after the position becomes vacant.

- b) The College may, after agreement with the Union, create a new position in which duties are performed in more than one department as long as such duties are included in the same class of employment.
- c) If the College decides to fill the vacant position or create a new position, it may use the transfer procedure provided for in clause 5-2.01 or the posting procedure. If it uses the posting procedure, it must post a notice on the display boards of its various institutions for a period of ten (10) working days. A copy of this notice shall be forwarded to the Union. The College shall also forward to the Union, within three (3) working days following the date of posting, a list of the employees absent on the first day of the posting and a list of the casual and replacement employees who have held casual or replacement positions for a period equivalent to ninety (90) days worked or paid within the preceding twenty-four (24) months.
- d) The College agrees to:
- i) send to the Placement Office notices of any vacancies that have been posted in accordance with paragraph c) and that have not been filled in accordance with the procedure provided for in paragraphs 1 and 2 of clause 5-2.03;
  - ii) apply the provisions of article 5-2.00, 5-5.00 or 5-6.00 to the employee referred by the Placement Office;
  - iii) inform the Placement Office of any job offer made to an employee who has been subject to layoff or placed on availability and indicate if it has been accepted or refused.

#### **5-1.03**

The posted notice must indicate:

- the title of the class of employment;
- the job description;
- the department to which the position is attached;
- the location;
- the work schedule;
- the minimum number of hours in the case of a part-time position;
- the name of the immediate supervisor;
- the name of the predecessor except in the case of a newly created position;
- the salary scale;
- the qualifications required for the class of employment and, where applicable, the conditions required by the College as indicated in clause 5-2.02;
- the name of the person responsible for receiving applications;
- the date of the beginning of posting;
- the foreseen duration of the replacement or specific project, where applicable;
- the closing date as provided for in clause 5-1.04.

Moreover, the College must indicate its intention to administer tests to applicants, stating the type of tests on the posted notice.

An employee shall not be required to do tests on a software program that she/he already uses and that is identical or similar to or a different version of the software required by the College. If necessary, the College shall offer the necessary training, during working hours, to the employee who obtained the position. The employee must, however, acquire the required knowledge within a reasonable time frame, failing which she/he shall be reinstated in her/his former position.

During this period, the provisions of clause 5-1.02 shall be suspended and the vacant position may be occupied by a replacement employee or filled by temporary assignment.

#### **5-1.04**

All regular employees and employees covered by paragraph 4 of clause 2-3.04 may submit their application, in writing, no later than the last working day of the posting provided for in paragraph c) of clause 5-1.02.

#### **5-1.05**

During the selection process, the College may set up a selection panel; it shall then invite the Union to appoint a representative to the panel. If the representative agrees with the recommendation of the panel, the decision of the College to accept the recommendation shall not be subject to grievance.

When applicable, the College shall forward the list of employees who have submitted an application according to the provisions of clause 5-1.04 to all selection panel members.

**5-1.06**

When an application has been accepted, the appointment must be posted within forty-five (45) days following the first day of the posting. All employees whose applications are not accepted shall be so informed, in writing, within the same time frame, and a copy shall be sent to the Union. The name of the person whose application has been accepted shall appear on such notice.

**5-1.07**

The probation period for new full-time employees shall be sixty (60) days worked or paid.

The probation period for new part-time employees shall be ninety (90) days worked or paid. For the purposes of this paragraph, the days worked or paid shall be calculated regardless of the number of hours per day actually worked or paid.

Notwithstanding the preceding, the probation period shall be reduced to a third when, under clause 5-2.03, a casual or replacement employee obtains a position in a class of employment in which he/she has worked for at least four (4) consecutive months, that is, the equivalent of ninety (90) days worked or paid during the twelve (12) months preceding the first day of the posting.

When a replacement employee obtains the position for which he/she was hired as a replacement, the days worked or paid in this position shall be calculated for the purposes of the probation period up to a maximum of forty (40) days worked or paid in the case of a full-time employee and up to a maximum of sixty (60) days worked or paid in the case of a part-time employee.

Unless otherwise agreed upon by the parties, the probation period shall begin:

- for the casual or replacement employee working for the College, as soon as his/her employment comes into effect or at the latest on the forty-sixth (46<sup>th</sup>) day from the beginning of the job posting;
- for the full-time or part-time employee, as soon as his/her employment comes into effect.

**5-1.08**

The Parties may agree to extend the probation period provided for in clause 5-1.07 for a maximum of thirty (30) days in the case of an employee whose class of employment appears in Appendix "B".

**5-1.09**

At the time of hiring, the College shall provide the employee with the information to access the electronic version of the collective agreement. In addition, the employee must provide proof of his/her qualifications (education and experience).

#### **5-1.10**

The College shall give written notice of five (5) working days before terminating the employment of a casual or replacement employee who has completed one (1) month or more of continuous service. However, in the case of a replacement due to an accident or illness, the notice shall be given two (2) working days in advance.

This decision shall not apply in the case of a casual or replacement employee hired for a limited period of time.

#### **5-1.11 Replacement for a foreseeable period of fifteen (15) weeks or more or for a specific project**

When the College decides to fill a temporarily vacant position for a foreseeable period of fifteen (15) weeks or more or to hire an employee for a specific project, it shall, subject to clause 5-6.03, post the position for five (5) days in accordance with clause 5-1.03. Such position shall be reserved for those employees mentioned in paragraphs 1, 2 and 3 of this clause, with the exception of employees holding a casual or replacement position or assigned to a specific project of more than fifteen (15) weeks and employees on probation.

Subsequently, if the College decides to fill the vacant position by applying the preceding paragraph, subject to clause 5-6.03, it shall proceed either:

- a) by temporary assignment, in accordance with clause 5-2.05, thus favouring the temporary promotion of the regular employee; however, in this case, the College cannot oblige the least senior employee to fill the position;
- b) by posting the position for five (5) days in accordance with clause 5-1.03. Such position shall be reserved for those employees mentioned in paragraphs 1, 2 and 3 of this clause, with the exception of employees holding a casual or replacement position or assigned to a specific project of more than fifteen (15) weeks and employees on probation.

When it decides to post a position, the College shall send the Union, within two (2) days following the first day of the posting, the list of employees who have held casual or replacement positions for the equivalent of ninety (90) days worked or paid within the twenty-four (24) months preceding the first day of the posting.

The interested persons must apply in writing, at the latest on the closing day of the posting.

Of the applicants, the College shall select the person who meets the qualifications and conditions of the position and who has the most seniority or, if applicable, the most time worked or paid as a casual or replacement employee at the beginning of the posting, with the exception of the time worked or paid before an interruption in the employment relationship of more than one (1) year, and in the following order of priority:

1. an employee subject to layoff by the College who is on the Placement Office's list, provided he/she has more seniority than a regular part-time employee of the College who has applied for the position;

2. a regular employee;
3. an employee who has worked as a casual or replacement employee for the College for the equivalent of ninety (90) days worked or paid within the twenty-four (24) months preceding the beginning of the posting.

In the event of equal time worked or paid, the College shall select the applicant with the earliest date of hiring (first day of work at the College).

If the College is unable to fill the replacement position or the position for the specific project by applying paragraphs 1, 2 and 3 of this clause, it may provisionally assign an employee from another category of personnel at the College.

The parties may agree at the local level on different mechanisms for applying this clause.

## **Article 5-2.00 - Movement of Personnel**

### **5-2.01**

When the College decides to fill a vacant position or to create a new position, it may use the posting procedure provided for in article 5-1.00 or the transfer procedure.

If the College uses the transfer procedure, it must consult the Union within the framework of the LRC. Such transfer shall require the consent of the employee or the Union and shall be limited to the employee's class of employment.

Moreover, unless otherwise agreed upon with the Union:

- an employee shall not be transferred more than once a year;
- a part-time employee shall not be transferred to a full-time position;
- an employee shall not be transferred to another establishment of the College located more than fifty kilometres (50 km) from his/her own.

The College may transfer employees to positions with an incumbent, if the employees in question agree.

The parties may agree, at the local level, to different terms and conditions for the transfer of employees.

### **5-2.02**

When it uses the posting procedure, the College shall select, from among the applicants, the one with the qualifications required for the class of employment in the classification plan and who meets the conditions required by the College with respect to the position in question.

These conditions shall not add to the number of years of experience or education provided for in the classification plan.

The College shall not have an employee do tests of the same nature more than once a year, unless he/she agrees or has failed any of these tests.

The applicant or the Union may contest the conditions required by the College other than the qualifications required in the class of employment in the classification plan; it shall then be the responsibility of the College to prove that such conditions are pertinent and related to the position in question.

However, an employee who does not have the schooling required for the position in question may apply if he/she meets the following requirements, with the exception of all classes of employment of technical personnel provided for in the classification plan:

1. The employee must have two (2) years of relevant experience for each year of schooling that she/he does not have.
2. The employee must have the number of years of relevant experience required for the position.

### **5-2.03**

When the College uses the posting procedure, it must, subject to clauses 5-4.06, 5-4.07, 5-4.10, 5-4.11, 5-6.04 and 7-20.04, respect the following order of priority. When more than one employee has the same priority under this clause, the College shall select the one with the most seniority or, if applicable, the one with the most time worked or paid as a casual or replacement employee at the beginning of the posting, with the exception of the time worked or paid before an interruption in the employment relationship of more than one (1) year.

1. An employee of the College placed on availability, who meets the normal requirements of the position in the case of transfer or demotion or, in the case of promotion, who meets the qualifications and conditions provided for in clause 5-2.02. However, the part-time employee covered by this paragraph must have more seniority than the full-time employee covered by paragraph 2 in the case of a promotion to a full-time position.
2. An applicant who is a regular employee of the College with job security, if he/she meets the qualifications and conditions provided for in clause 5-2.02.
3. An employee of a college in the same zone placed on availability, in the case of a position in his/her class of employment or that constitutes a transfer, and who meets the normal requirements of the position, provided that he/she has more seniority than an employee covered by paragraph 5 of this clause.
4. An employee of a college in another zone placed on availability, in the case of a position in his/her class of employment or that constitutes a transfer, and who meets the normal requirements of the position, provided that he/she has more seniority than an employee covered by paragraph 5 of this clause who has applied for the position.

5. An applicant who is a regular employee of the College, if he/she meets the qualifications and conditions provided for in clause 5-2.02.
6. An applicant who is a regular employee of the College with job priority as provided for in article 5-5.00, if he/she meets the qualifications and conditions provided for in clause 5-2.02.
7. An applicant who is employed by a college in the same zone with job priority as provided for in article 5-5.00, for a position in his/her class of employment, if he/she meets the qualifications and conditions provided for in clause 5-2.02.
8. An applicant who is employed by a college in another zone with job priority as provided for in article 5-5.00, for a position in his/her class of employment, if he/she meets the qualifications provided for in clause 5-2.02.
9. In the case of an agreement between the parties on the LRC, an applicant from a college in another zone, referred by the Placement Office, who has made a request in accordance with clause 5-2.09, if he/she meets the qualifications and conditions provided for in clause 5-2.02.
10. An applicant who was worked as a casual or replacement employee at the College for the equivalent of ninety (90) days worked or paid in the twenty-four (24) months preceding the posting, if he/she meets the qualifications and conditions provided for in clause 5-2.02.

In the case of equal time worked or paid, the College shall select the applicant with the earliest date of hiring (first day of work at the College).

11. An applicant, referred by the Placement Office, who has made a request in accordance with clause 5-2.09, if he/she meets the qualifications and conditions provided for in clause 5-2.02.
12. An applicant who is a regular employee at the College, if he/she meets the normal requirements of the position to be filled.
13. An applicant from outside hired by the College, if he/she meets the qualifications and conditions provided for in clause 5-2.02.
14. An employee on a provisional assignment from another category of personnel at the College, if he/she meets the normal requirements of the position.
15. A teacher at the College placed on availability who has applied for and meets the normal requirements of the position.
16. An applicant from outside hired by the College even if he/she does not meet the qualifications and conditions provided for in clause 5-2.02, but who is better qualified than



the applicant who is a regular employee of the College and does not meet the normal requirements of the position to be filled.

**5-2.04**

An applicant who is a regular employee of the College and who obtains a position under this article shall be entitled to a maximum of twenty (20) working days to accept the position or to decide to return to his/her former position.

When the College decides to fill a position that becomes vacant as a result of the appointment of an employee, it shall not be obliged to transfer an employee or post the position before the end of the twenty (20) working days. The position may then be filled either by a replacement employee, or by temporary assignment.

**5-2.05**

When the College proceeds with a temporary assignment, it may appoint a regular employee of its choice who accepts such an assignment. If no regular employee accepts, the College may appoint the one with the least seniority who meets the normal requirements of the assignment.

During any temporary assignment, the regular employee shall be granted leave from his/her position for a length of time equivalent to said assignment and in an equal proportion.

Except in the case of a replacement or a specific project, such temporary assignment shall not exceed ninety (90) working days, unless the parties agree otherwise.

**5-2.06**

When a regular employee, at the College's request, is temporarily assigned (totally or partially) to duties usually performed by a regular employee in a class of employment with a lower salary, he/she shall receive his/her regular salary for the duration of the assignment.

**5-2.07**

When a regular employee, at the College's request, is temporarily assigned (totally or partially) to duties usually performed by a regular employee in a class of employment with a higher salary, he/she shall receive the salary for that class of employment from the first (1<sup>st</sup>) day of the assignment, as if it were a promotion.

**5-2.08**

An employee who is permanently assigned to a position shall receive the salary for that position from the moment of his/her assignment or, at the latest, upon the expiry of the period provided for in clause 5-1.06.

**5-2.09 Voluntary transfer of an employee from one college to another**

Twice a year, in May and November, a regular employee who wishes to be transferred to another college may send written notice to such effect to his/her college. The request must indicate the class or classes of employment and the college to which the employee wishes to be transferred, and whether the desired position is full-time or part-time. The request must be

repeated on either date prescribed if the employee did not obtain a transfer the first time and still wants one.

Within thirty (30) days of receiving the request, the College shall send a copy to the Union and to the Placement Office, together with the seniority of said employee.

Such a transfer is only possible if there is a vacant position.

An employee who obtains such a transfer shall bring with him/her to the new employer his/her seniority, his/her bank of sick-leave days without cash surrender value and his/her status as a regular employee.

An employee who obtains a transfer to another college in accordance with this clause shall be deemed to have resigned from his/her former college.

### **Article 5-3.00 - Seniority**

#### **5-3.01**

Between September 1 and, at the latest, September 30 of each year, the College shall post, for a duration of thirty (30) working days, the seniority list as established at June 30 of that year for the employees covered by the collective agreement.

During the posting period, the Union or any employee through the Union, may contest the calculation of an employee's seniority, giving the motives of the contestation. However, the contestation cannot have the effect of contesting or correcting the seniority list of the previous year.

Upon the expiry of the posting period, the new list shall become the official list subject to the contestations filed. Corrections made to the list can only have the effect of changing an employee's seniority and the results of such changes cannot be retroactive beyond the first day of the posting of the list. Afterwards, no further correction can be made to the seniority list.

#### **5-3.02**

Seniority shall be calculated in the following manner:

- a) seniority shall signify and include the total duration in years, weeks and days worked or paid as college support personnel, of any regular employee covered by this agreement. The seniority of a regular employee shall be calculated as of the first day of work in a position at the College or the teaching institutions replaced by the College.

However, for the purposes of applying the preceding paragraph, when an employee becomes a regular employee, the days worked or paid as a casual or replacement employee since July 1, 1979, and prior to obtaining a position shall become seniority, with the exception of those preceding an interruption of the employment relationship of more than one (1) year;

- b) for regular part-time employees, seniority shall be calculated in hours worked or paid and shall be converted into years, weeks and days worked or paid as at June 30 of each year, taking into account the regular working hours provided for in clause 7-1.01 for his/her class of employment;
- c) for the purposes of converting hours as provided for in paragraph b), the number of regular hours per year shall be one thousand eight hundred twenty (1 820) hours for the classes of employment provided for in Appendix "B" and two thousand fifteen (2 015) hours for the classes of employment provided for in Appendix "C"; this shall equal one year of seniority.

### **5-3.03**

An employee shall continue to accumulate seniority:

- a) during leave due to an industrial accident or occupational illness recognized by the CSST;
- b) during leave for educational purposes with or without pay;
- c) during leave for union activities as provided for in articles 3-3.00 and 3-4.00;
- d) during a leave covered by article 7-9.00;
- e) during the first twenty-four (24) months of disability due to an illness or accident;
- f) during a suspension;
- g) while the employee is on availability;
- h) during a leave without pay other than those provided for in this clause, up to thirty (30) days per contract year;
- i) for each day worked or paid while the employee has been subject to layoff and is registered with the Placement Office;
- j) during a temporary layoff;
- k) during sabbatical leave with deferred or advance pay;
- l) during a provisional assignment to another category of personnel, except for management personnel;
- m) during leave for professional activities or international aid;
- n) during a leave provided for in clause 7-13.28;
- o) while the employee is participating in a provisional work time reduction program as provided for in Appendix "F";

- p) during a leave for family reasons as provided for in clauses 7-10.08 and 7-10.09.

#### **5-3.04**

An employee shall cease to accumulate seniority but continue to retain it:

- a) during the exercise of a public office;
- b) notwithstanding clause 5-3.05 b), during a period of layoff if the employee has job priority, for as long as he/she remains registered with the Placement Office;
- c) during leave without pay exceeding thirty (30) days per contract year, as of the thirty-first (31<sup>st</sup>) day;
- d) after the first twenty-four (24) months of disability following an illness or accident.

#### **5-3.05**

An employee shall lose his/her seniority:

- a) when he/she resigns;
- b) at the termination of his/her employment;
- c) when he/she is dismissed.

### **Article 5-4.00 - Abolishment of a Position with an Incumbent**

#### **5-4.01**

Each year, on June 1 at the latest, the College shall provide the Union, for consultation purposes, with its staffing plan for support personnel for the following contract year. The consultation shall take place within the framework of the LRC and end no later than July 1.

#### **5-4.02**

The staffing plan shall contain the following:

- a) the staffing figures as at May 15;
- b) the list of full-time and part-time positions by class of employment and by department. Part-time positions on an annual basis (Appendix "E") must be identified;
- c) the list of full-time and part-time positions that the College intends to abolish, specifying, for each position, the class of employment, the department, the name of the incumbent, the foreseen date of abolishment and the reasons for the abolishment;
- d) the organizational chart of the College;

- e) the statement of the number of hours worked by casual employees by class of employment and department for the period between July 1 and May 15 of the current year. Subsequently, the College shall send the Union a statement of the total number of hours worked by casual employees, no later than August 1;
- f) the part-time positions on an annual basis that the College intends to create, in accordance with Appendix "E";
- g) the statement of the number of overtime hours by class of employment and department for the period between July 1 and May 15 of the current year. Subsequently, the College shall send the Union a statement of the total number of overtime hours, no later than August 1;
- h) the list of temporary increases in workload or of unforeseen events by class of employment and department for the period between July 1 and May 15 of the current year. Subsequently, the College shall send the Union a statement of the total number of temporary increases in workload or of unforeseen events no later than August 1.

#### **5-4.03**

The College's reasons for abolishing a position may include:

- 1. regional merging of services;
- 2. significant drop in enrolment;
- 3. restructuring of services;
- 4. changes in the services to be provided;
- 5. technological changes.

#### **5-4.04**

The College's decision to abolish a position for one of the reasons provided for in clause 5-4.03, and the reasons for such abolishment shall not be a matter for grievance.

#### **5-4.05**

When the staffing plan involves the abolishment of a position, the College shall notify the Union and the employee in question at least thirty (30) days before the abolishment takes effect.

#### **5-4.06**

A full-time employee whose position is abolished shall be subject to the following displacement process:

- 1. the employee whose position is abolished shall obtain a vacant or newly created position in his/her class of employment or shall displace the full-time employee with the least seniority in his/her class of employment. In all cases, the employee must meet the normal requirements of the position;
- 2. if the employee cannot obtain a vacant or newly created position or displace another employee in his/her class of employment, he/she shall displace the full-time employee in another class of employment with the least seniority, provided he/she has more seniority

than the person displaced. In the case of a transfer or demotion, he/she must meet the normal requirements of the position; in the case of a promotion, he/she must meet the qualifications and conditions of the position as provided for in clause 5-2.02.

If the application of the preceding paragraphs affects more than one position, the College must give written notice to the employee in question, indicating for each position the name of the incumbent, if applicable, the class of employment and the department. At the same time, it shall ask that the employee make his/her choice known in writing within the following five (5) working days.

If the employee does not make his/her choice known within the prescribed time limit, he/she shall be deemed to have resigned and shall not be entitled to severance pay.

However, under this clause:

- a) an employee in a class of employment for which the regular number of working hours is thirty-eight and three quarter (38.75) hours per week may refuse to displace to a position in a class of employment for which the number of hours is thirty-five (35) hours per week, and vice versa;
- b) an employee without job security cannot displace an employee with job security;
- c) when the College has more than one establishment, the employee shall not be required to displace another employee in an establishment located more than fifty kilometres (50 km) from his/her own.

If the employee cannot displace another employee or obtain a vacant or newly created position, he/she shall be notified that he/she will be placed on availability if he/she has job security, or laid off if he/she has job priority.

#### **5-4.07**

A part-time employee whose position is abolished shall be subject to the following displacement process:

1. an employee whose position is abolished shall obtain a part-time vacant or newly created position in his/her class of employment or displace the employee in his/her class of employment with the least seniority and who does not have job security, regardless of the number of working hours associated with the position, provided the displaced employee has less seniority. Failing that, the employee shall displace the part-time employee with the least seniority that holds a position in his/her class of employment. In all cases, the employee must meet the normal requirements of the position;
2. if the employee cannot obtain a vacant or newly created position in his/her class of employment or displace another employee in his/her class of employment, he/she shall displace the employee in another class of employment with the least seniority and who does not have job security, regardless of the number of working hours associated with the

position, provided the displaced employee has less seniority. Failing that, he/she shall displace the part-time employee with the least seniority in another class of employment who holds a position, provided the displaced employee has less seniority. In the case of a transfer or a demotion, the employee must meet the normal requirements of the position; in the case of a promotion, he/she must meet the qualifications and conditions of the position as provided for in clause 5-2.02.

If the application of the preceding paragraphs affects more than one position, the College must give written notice to the employee in question, indicating for each position the name of the incumbent, if applicable, the class of employment and the department. At the same time it shall ask that the employee make his/her choice known in writing within the following five (5) working days.

If the employee does not make his/her choice known within the prescribed time limit, he/she shall be deemed to have resigned and shall not be entitled to severance pay.

However, under this clause:

- a) an employee in a class of employment whose regular number of working hours is thirty-eight and three quarter (38.75) hours per week may refuse to be displaced to a position in a class of employment whose number of hours is thirty-five (35) hours per week and vice versa;
- b) an employee without job security cannot displace an employee with job security;
- c) when the College has more than one establishment, the employee shall not be required to displace another employee in an establishment located more than fifty kilometres (50 km) from his/her own.

If the employee cannot displace another employee or obtain a vacant or newly created position, he/she shall be notified that he/she will be placed on availability if he/she has job security, or laid off if he/she has job priority.

#### **5-4.08**

An employee who is displaced by another employee under this article shall then be subject to the displacement process provided for in clause 5-4.06 or 5-4.07, depending on his/her status.

#### **5-4.09**

The displacement, layoff or placement on availability provided for in this article must be preceded by a notice at least five (5) working days. In the case of a layoff, notice shall be given in accordance with the provisions of the Act respecting labour standards (R.S.Q., c. N-1.1).

The College shall send a copy of the notice to the Union.

The displacement, layoff or placement on availability shall take effect on the date the position is abolished or at the end of the displacement process, whichever comes last.

**5-4.10**

An employee with job security who is demoted under this article shall maintain his/her class of employment and progressive salary. The employee shall be obliged to accept a position in his/her class of employment as soon as a position becomes available whose annual number of working hours is equal to or greater than the number of working hours associated with his/her previous position, provided he/she meets the normal requirements of the position. A part-time employee must have more seniority than the employee covered by paragraph 2 of clause 5-2.03 in the case of a full-time position. As long as the employee has not been reintegrated into his/her class of employment, he/she may accept a position in a class of employment with better remuneration than that of the class of employment to which he/she has been demoted, without loss of rights, provided he/she meets the normal requirements of the position.

An employee with job priority who displaces another employee in a class of employment with a lower salary (demotion) under this article shall integrate the scale for the new class of employment and receive, for a two (2)-year period, as a lump sum payment, the salary difference between the salary in his/her new class of employment and the salary in his/her former class of employment.

**5-4.11**

Under this article, a part-time employee with job security who obtains a vacant or newly created position whose annual number of working hours is less than the number of working hours associated with his/her previous position, or who displaces an employee holding a position whose annual number of working hours is less than the number of working hours associated with his/her previous position shall maintain his/her salary in accordance with the number of regular hours associated with his/her previous position and shall be subject to the provisions of clause 5-6.03 for the difference in hours between his/her previous position and his/her new position. Said employee shall be obliged to accept a position whose annual number of working hours is equal to or greater than the number of working hours associated with his/her previous position as soon as one becomes available, provided he/she meets the normal requirements of the position in the case of a transfer or a demotion, and meets the qualifications and conditions of the position provided for in clause 5-2.02 in the case of a promotion. However, in the case of a full-time position, he/she must have more seniority than the employee covered by paragraph 2 of clause 5-2.03.

**5-4.12**

An employee who is obliged to displace another employee or obtains a vacant or newly created position in accordance with clause 5-4.06, 5-4.07 or 5-4.08 and who refuses to do so shall be deemed to have resigned and shall not be entitled to severance pay.

**5-4.13**

Any employee with job security may, by resigning, obtain severance pay, if such resignation prevents or cancels a placement on availability. Similarly, an employee may, when he/she is



placed on availability and for the period he/she remains on availability, choose to receive severance pay.

The severance pay provided for in this clause is equal to one (1) month's salary for each full year of service up to a maximum of six (6) months' salary.

Such severance pay cannot be obtained more than once by the same employee in the education sector. Moreover, the employee cannot obtain a position in the education sector for one (1) year beginning from the date on which he/she received the severance pay.

#### **5-4.14**

The College may not oblige a regular full-time employee to become a regular part-time employee.

An employee who is eligible for job security may, if he/she so wishes and if the College agrees, become a part-time employee. The full-time position shall then become a part-time position and the provisions regarding the abolishment and creation of positions shall not apply.

#### **5-4.15 Early retirement**

In order to avoid placing an employee on availability, the College may offer early retirement leave with pay to an employee who is eligible for it, in accordance with the terms and conditions set out below. This may involve the transfer of one or more employees. The salary the employee receives during early retirement shall be the salary he/she would receive if he/she were still at work. The employee may accept or refuse early retirement.

The maximum duration of early retirement leave shall be one (1) year, and only employees who agree to retire at the end of such leave shall be eligible.

### **Article 5-5.00 - Job Priority and Hiring Priority**

#### **5-5.01**

This article shall apply to regular full-time employees who have completed sixty (60) days worked or paid, and to regular part-time employees who have completed ninety (90) days worked or paid who have been subject to layoff under article 5-4.00. It shall not apply to employees covered by article 5-6.00.

#### **Job priority**

#### **5-5.02**

Regular employees shall retain job priority without pay, as provided for in clause 5-2.03, for a period of two (2) years.

#### **5-5.03**

An employee covered by clause 5-5.01, to whom a job offer has been made by registered mail shall have ten (10) working days to accept. In the absence of an affirmative answer, his/her name shall be removed from the list at the Placement Office, subject to clause 5-5.07.

**5-5.04**

The employee shall carry his/her status as a regular employee, his/her bank of days of sick leave without cash surrender value and his/her accumulated seniority to his/her new employer.

**5-5.05**

As soon as the employee is relocated under the provisions of this article, his/her name shall be removed from the list at the Placement Office and he/she shall be entitled to exercise his/her right to job priority only in the event of another layoff.

The employee's name shall also be removed from the Placement Office list if he/she waives his/her right to job priority or if the Placement Office cannot reach him/her after having sent two (2) registered letters to his/her last known address over the period of one (1) calendar month.

**5-5.06**

The colleges' zones for the purposes of job priority are those indicated in Appendix "G".

**5-5.07**

- a) An employee shall not be obliged to accept a position in a college in another zone.
- b) When the College has more than one establishment, the employee shall not be obliged to accept a position in an establishment that is located more than fifty kilometres (50 km) from his/her own.
- c) An employee in a French-language college who is offered a position in an English-language college shall not be obliged to accept it. Similarly, an employee in an English-language college who is offered a position in a French-language college shall not be obliged to accept it.
- d) A part-time employee shall not be obliged to accept a full-time position.
- e) An employee shall not be obliged to accept a position involving a demotion.
- f) An employee shall not be obliged to relocate to a college where the support personnel are not unionized.

**5-5.08 Hiring priority**

An employee with job priority in accordance with the terms of this article shall also be entitled to hiring priority in his/her college, in accordance with clause 5-1.11.

**Article 5-6.00 - Job Security**

**5-6.01**

This section shall apply to regular employees who are placed on availability and who meet the following conditions:

- a) a regular employee shall obtain job security after two (2) years of service in a position. This period corresponds to twenty-four (24) months of service or to three thousand six hundred forty (3 640) hours for the classes of employment provided for in Appendix "B" and to four thousand thirty (4 030) hours for the classes of employment provided for in Appendix "C";
- b) the two (2) years of service accumulated under this clause must be accumulated without interruption in the employment relationship.

#### **5-6.02**

For the purposes of this article, the hours accumulated shall be as follows:

- a) those for which a regular employee receives official remuneration from the College, following work performed or an authorized leave with pay provided for in the collective agreement;
- b) the time worked as a casual employee in the same function as the position obtained, for a maximum of one year (1,820 or 2,015 hours as the case may be);
- c) those during maternity leave as provided for in clause 7-9.06 or 7-9.07;
- d) those during an extension of maternity leave for a maximum of six (6) weeks granted under clause 7-9.09;
- e) those during paternity leave as provided for in clauses 7-9.21 or 7-9.22;
- f) those during adoption leave as provided for in clauses 7-9.30, 7-9.31 or 7-9.32;
- g) those during leave without pay of no more than ten (10) weeks during which the employee receives benefits from the QPIP or the EIP;
- h) those during special leave as provided for in clauses 7-9.18 or 7-9.19;
- i) those during periods during which a regular employee receives benefits under clause 7-14.32 following an industrial accident or occupational disease recognized by the CSST and attributable to the College.

Except in the case of the leaves mentioned in the preceding paragraphs, it is agreed that absences during which an employee receives benefits under a salary insurance plan, a parental insurance plan, the Employment Insurance Plan, a retirement leave or from the CSST shall not be considered authorized leaves with pay for the purposes of this article.

#### **5-6.03**

An employee who is placed on availability shall retain his/her employment ties until he/she is relocated or until he/she refuses an offer of employment under the provisions of this chapter, or until he/she resigns from the College.

The salary protection of an employee on availability shall be determined on the basis of the regular number of hours associated with the position he/she held at the time he/she was placed on availability.

During his/her period on availability, the employee shall be assigned, in accordance with his/her abilities, to any duties determined by the College. However, an employee on availability in a class of employment with a regular number of work hours of thirty-eight and three quarter ( $38\frac{3}{4}$ ) hours per week may refuse an assignment to another class of employment with a thirty-five (35)-hour workweek and vice versa.

Notwithstanding the provisions of article 5-2.00, the College may assign an employee on availability to a vacant or newly created position whose annual number of working hours is less than that of his/her previous position, provided he/she is not relocated. In the case of a promotion or demotion, clauses 5-2.06 and 5-2.07 shall apply.

All the provisions of the collective agreement shall be applicable for as long as the employee is on availability.

The parties may agree to an availability schedule for such an employee through local arrangements.

#### **5-6.04**

An employee placed on availability shall benefit from the priority provided for in clause 5-2.03. However, the part-time employee shall not be obliged to accept a position whose annual number of working hours is less than that of his/her previous position.

An employee who obtains a position by demotion under paragraph 1 of clause 5-2.03 shall retain his/her class of employment and progressive salary. He/She shall be obliged to accept a position in his/her class of employment as soon as a position becomes available in which the annual number of working hours is equal to or greater than the number of hours of the position held, provided he/she meets the normal requirements of the position. Provided the employee has not been reintegrated into his/her class of employment, he/she may accept a position in a class of employment with better remuneration than that of the class of employment to which he/she has been demoted, without loss of rights, provided he/she meets the normal requirements of the position.

#### **5-6.05**

An employee who is offered a position by registered mail shall have ten (10) days to accept or refuse the position. Failure to reply shall be deemed to be a refusal. Subject to clause 5-6.10, if an answer is not received or if the position is refused, the employee shall be deemed to have resigned.

#### **5-6.06**

An employee who is relocated to another college in the same zone shall retain, for the purposes of subsequent relocations, the zone of the college at which he/she was employed at the time he/she was first placed on availability.

**5-6.07**

An employee who is placed on availability in a zone in which only his/her college is located and is relocated to a college in another zone under clause 5-2.03 shall be entitled to a premium equal to four (4) months' salary.

Similarly, an employee who is placed on availability in a zone in which there is more than one college and who accepts a position in a college located in another zone, shall be entitled to a premium equal to two (2) months' salary.

**5-6.08**

When an employee is relocated under the provisions of this article, he/she shall carry his/her status as a regular employee, his/her accumulated seniority and his/her bank of days of sick leave without cash surrender value to his/her new employer. From the moment he/she is relocated, he/she shall be deemed to have resigned from his/her former college.

**5-6.09**

The zone for each college for the purposes of job security appears in Appendix "G".

**5-6.10**

Under this article:

- a) An employee shall not be required to accept a position in a college in another zone.
- b) An employee shall not be required to accept a position in a different college whose annual number of working hours is less than that of his/her previous position. If he/she accepts the position, he/she shall receive the salary attached to the new position.
- c) When the College has more than one establishment, an employee shall not be required to accept a position in an establishment located more than fifty kilometres (50 km) from his/her own.
- d) An employee of a French-language college who is offered a position in an English-language college shall not be required to accept it. Similarly, an employee of an English-language college who is offered a position in a French-language college shall not be required to accept it.
- e) An employee shall not be obliged to agree to be relocated to a college where the support personnel are not unionized.

**5-6.11**

The College may suggest a retraining project for an employee on availability or accept a project submitted by said employee.

## **Intercategory relocation**

### **5-6.12**

A teacher at the College who has been placed on availability may be relocated to a position in a class of employment provided for in the classification plan for support personnel, in the order of priority set out in clause 5-2.03, provided that he/she applies for and meets the normal requirements of the position.

### **5-6.13**

A teacher who is relocated under the provisions of clause 5-6.12 shall transfer all rights, provided they are compatible with the provisions of the collective agreement.

## **Article 5-7.00 - Placement Office**

### **5-7.01**

When an employee with job priority or job security is subject to layoff or placed on availability, as the case may be, he/she shall be referred to the Placement Office.

### **5-7.02**

The Placement Office is an employer organization.

### **5-7.03**

The Placement Office shall have the following functions:

- a) To establish lists of:
  - employees who have been laid off;
  - employees who have been placed on availability;
  - employees who have requested a transfer in accordance with clause 5-2.09;
  - employees who have requested an intercollegiate exchange in accordance with article 5-10.00;
  - vacant positions.
- b) To send to the parties involved (colleges, Fédération des cégeps, Ministère, unions, provincial union parties) the information provided for in paragraph a).

In the case set out in clause 5-10.01, the list shall be sent no later than February 1.

- c) To carry out the operations required for the relocation of employees who are laid off or placed on availability.
- d) To record refusals and notify the colleges concerned, with copies to the union concerned.

### **5-7.04**

An employee with job security who must move following the application of the rules appearing in article 5-6.00 of the collective agreement shall benefit from the moving allowance provided for

support personnel in Appendix "A"; this shall apply when the allowances provided by the Canada Manpower Mobility Program do not apply.

This reimbursement shall only be possible if the distance between the employee's home and the workplace at the new college is more than fifty kilometres (50 km).

### **Parity committee on job security and job priority**

#### **5-7.05**

The provincial parties shall set up a parity committee on job security and job priority.

#### **5-7.06**

The parity committee shall be made up of representatives of the provincial employer and union parties from the Secteur soutien cégeps (FEESP-CSN) in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

#### **5-7.07**

Within ninety (90) working days following the date this collective agreement comes into effect, the provincial parties shall agree as to the appointment of the chair of the parity committee.

If the chair resigns or is unable to act, the provincial parties agree to find a replacement. In case of disagreement as to the choice of a chair within ninety working (90) days following the date the collective agreement comes into force or thirty (30) working days following the chair's resignation or inability to act, the replacement shall be appointed by the Minister of Labour.

#### **5-7.08**

The parity committee shall meet upon the request of the chair or of any interested party.

#### **5-7.09**

The parity committee shall establish its operating rules. It is agreed that the parity committee shall be authorized to obtain from the Placement Office for CEGEP personnel, all information held by said office that the parity committee deems necessary. The head of the Placement Office for CEGEP personnel shall attend the meetings of the parity committee but shall not be a member of the parity committee and shall have no voting rights.

#### **5-7.10**

The salaries of the representatives on the parity committee shall be paid by their respective employers. The expenses incurred shall be paid by each party.

#### **5-7.11**

The mandate of the parity committee shall be:

- a) to oversee the parties' interests with respect to this agreement in terms of the placement of personnel;
- b) to advise the Placement Office for CEGEP personnel in the fulfillment of its mandate;

- c) to examine specific problems related to the fifty-kilometre (50-km) zones in relation to special difficulties regarding access in terms of means of transportation and travel time; in the case of a disagreement concerning assignment, the chair of the parity committee shall decide. As long as the committee has not rendered its decision, the employee in question shall be assigned to any duties determined by the College for which he/she has the required abilities. In addition, during this period, the employee shall benefit from the mechanisms for relocation to other positions.

#### **5-7.12**

For the purposes of applying paragraph c) of clause 5-7.11, the parity committee shall be made up of two (2) representatives of the provincial employer party and two (2) representatives of the Secteur soutien cégeps (FEESP-CSN).

### **Article 5-8.00 - Disciplinary Measures**

#### **5-8.01**

All disciplinary measures shall be subject to a written notice to the employee in question and indicate the reasons for such measure. At the same time, the College shall notify the Union in writing of the disciplinary measure.

However, if, during the working day following receipt of the notice, the employee in question does not object in writing that the Union be informed of the reasons giving rise to the measure, the College shall send the Union a certified copy of the notice sent to the employee.

#### **5-8.02**

A written reprimand shall not constitute a disciplinary measure; the notice must be sent to the Union unless the employee objects in writing.

#### **5-8.03**

An employee who is suspended or dismissed, these being the only disciplinary measures possible, may submit his/her case to the regular grievance procedure.

#### **5-8.04**

When the College suspends an employee, the suspension shall be for a limited time. Suspension shall not interrupt an employee's continuous service.

#### **5-8.05**

In the case of arbitration, the College must establish that the suspension or dismissal is for just and sufficient cause.

#### **5-8.06**

In the case where the College, through its authorized representative, summons an employee with the intention of imposing a disciplinary measure, the employee must be notified at least twenty-four (24) hours in advance of the time and place of the meeting, the nature of the accusation brought against him/her and the fact that he/she may, if he/she so desires, be



accompanied by a union representative. However, in certain serious cases, the College may summon an employee without giving twenty-four (24) hours' notice. The College must inform the Union immediately of any summons made under this clause.

**5-8.07**

No admission of guilt signed by the employee, or any resignation given within the context of this article, may be used against the employee before an arbitration court, unless:

- a) such admission of guilt was signed or such resignation was given in the presence of a union representative;
- b) such admission of guilt was signed or such resignation was given in the absence of a union representative but was not withdrawn by the employee in writing within seven (7) working days following the signing.

**5-8.08**

- a) In a case of a dismissal, if a grievance is filed, as long as the grievance has not been settled, the College may not grant the employee the benefits to which he/she is entitled.
- b) In the case of contributory group insurance and pension plans, as long as the regulations permit and as long as the dismissed employee continues to pay his/her contributions, the College must also maintain its contributions for the benefit of the employee. If the employee's dismissal is upheld by an arbitration award, both the College's and the employee's contributions shall cease immediately.

**5-8.09**

No offence can be held against an employee after one (1) year has elapsed from the time of the said offence, provided that there has not been a similar offence during the year (12 months).

All written reprimands or references to a disciplinary measure that has lapsed by virtue of this clause must be removed from the employee's file.

**5-8.10**

All disciplinary measures imposed after thirty (30) days have elapsed following the incident that gave rise to it, or of the College's knowledge of it, shall be nullified for the purposes of the collective agreement.

However, this provision may not annul the accumulation of incidents, similar or otherwise, which could give rise to a disciplinary measure, subject to the provisions of clause 5-8.09.

**5-8.11**

After having made an appointment, an employee shall be entitled to consult his/her file. He/she may be accompanied by a union representative if he/she so desires.

## **Article 5-9.00 - Temporary Layoff**

### **5-9.01**

The College may temporarily lay off employees because of a cyclical slowdown or the seasonal suspension of activities in the sectors mentioned in clause 5-9.02.

A temporary layoff shall not be considered an abolishment of a position as described in article 5-4.00.

### **5-9.02**

The sectors affected by this article are the following:

- Arena
- Auditorium
- Cafeteria
- Sports center
- Residence

### **5-9.03**

After consulting the LRC, the College shall establish the approximate duration of each temporary layoff and its effective date.

### **5-9.04**

In the same sector, if more than one employee subject to layoff perform the same duties, the employees shall be laid off in reverse order of seniority and recalled to work according to seniority.

### **5-9.05**

The College shall notify each employee concerned in writing, at least two (2) weeks in advance, of the effective date and approximate duration of such temporary layoff.

### **5-9.06**

Subject to articles 5-4.00, 5-5.00 and 5-6.00, the employee shall return to his/her position at the end of the temporary layoff.

### **5-9.07**

During a temporary layoff, the employee shall continue to participate in the basic health insurance plan by paying his/her share of the premium, before the beginning of the temporary layoff. However, he/she may benefit from the life insurance plan provided that he/she notifies the College and pays his/her share of the premium, before the beginning of his/her temporary layoff.

## **Article 5-10.00 - Intercollegiate Exchanges**

### **5-10.01**

Once a year in October, any regular employee who wishes to avail himself/herself of an exchange with another regular employee from another college may present his/her request in writing to his/her College. The employees concerned by this exchange must have job security and share the same class of employment.

The employee must indicate his/her name, address and telephone number, the name of his/her College, as well as his/her class of employment and the name of the college or colleges to which he/she wishes to be exchanged. This request must be repeated in October of the following year if the employee did not obtain an exchange and still desires one.

Within thirty (30) days of receiving the request, the College shall forward a copy to the Union and the Placement Office.

### **Terms of application**

### **5-10.02**

Two (2) employees in the same class of employment at two (2) different colleges may exchange positions in accordance with the following terms and conditions:

- a) they must be two (2) regular employees with job security;
- b) each employee concerned must request the exchange in writing of his/her college before April 1 preceding the contract year of the exchange;
- c) the exchange shall be for a period of least six (6) months and no more than one (1) year;
- d) each college concerned must give its answer in writing before May 1, after consulting the Union within the framework of the LRC.

### **5-10.03**

These employees shall be covered by the following provisions during the exchange:

- a) the employment relationship of the employee with his/her original college shall be maintained;
- b) however, the employee shall be deemed to be employed by the receiving college for the duration of the exchange, with the exception of implications that will come into effect after the exchange.

### **5-10.04**

Unless there is an agreement between the parties, the moving costs of such exchange shall be at the employee's expense.

**5-10.05**

In the case of an intercollegiate exchange of less than one (1) year, a college may, after consulting with the Union within the framework of the LRC, end such exchange after advance notice of at least two (2) months.

**5-10.06**

After the maximum duration provided for, if both employees agree and if both colleges also agree, the exchange may become permanent after agreement with the Union for each college, without any position being opened.

In such a case, the employee shall be deemed to have resigned from his/her original college and shall transfer all rights, provided they are compatible with the collective agreement in effect at the college hiring him/her.

**Article 5-11.00 - Provisional Assignment of an Employee to Another Category of Personnel**

**5-11.01**

An employee with job security may be provisionally assigned to another category of personnel if he/she accepts the College's offer, after consultation of the LRC.

**5-11.02**

The conditions of departure and return shall be agreed upon by the College and the employee, then transmitted to the Union.

The provisional assignment shall last no more than twenty-four (24) months, unless otherwise agreed with the Union.

**5-11.03**

During the period of provisional assignment, the employee shall be covered by the working conditions of the category of personnel to which he/she is assigned.

During any provisional assignment, the employee shall be granted leave from his/her position for the entire duration of said assignment.

**5-11.04**

An employee may only be assigned provisionally full-time and in only one category of personnel at a time. When the employee is assigned to the category of teaching personnel, his/her teaching work load for the duration of the assignment shall be equivalent to that of a full-time professor.

**5-11.05**

At the end of the provisional assignment, the employee, if he/she is not on availability, shall return to his/her position with all the rights and benefits, as if he/she had never left his/her category of personnel.

At the end of the provisional assignment, the employee placed on availability shall return to his/her category of personnel, with all the rights and benefits of an employee on availability, as if he/she had never left his/her category of personnel.

**5-11.06**

A provisional assignment may not cancel or prevent a placement on availability.

**5-11.07**

During the provisional assignment, the employee shall continue to be subject to the provisions concerning relocation provided for in article 5-6.00. If, under the provisions respecting job security, the employee is obliged to accept a position, he/she shall not be obliged to start in the new position before the end of his/her provisional assignment.

## **CHAPTER 6 - SALARY CONDITIONS**

### **Article 6-1.00 - Special Provision**

#### **6-1.01**

The experience acquired during the 1983 calendar year in the education sector shall not be counted for the purpose of determining the employee's step as long as the employee remains employed by the College or another establishment or organism in the education sector to which he/she was transferred or relocated in accordance with the provisions of a collective agreement governing the employees of that sector.

### **Article 6-2.00 - Determination of Class of Employment and Salary upon Hiring**

#### **6-2.01**

At the time of hiring by the College, the employee shall be assigned a class of employment based on the nature of the work and on the characteristic duties which he/she is customarily and principally required to perform. The class of employment must correspond at all times to one of the classes of employment in the classification plan and to the position posted in accordance with clause 5-1.03 of which he/she becomes the incumbent.

This employee shall be integrated into the salary scale corresponding to his/her class of employment.

#### **6-2.02**

The College shall determine the new employee's step in the said salary scale in accordance with his/her education and experience, following the terms and conditions of this article. However, for the purposes of hiring only, the last fraction of a year of experience greater than nine (9) months shall be equivalent to one (1) year of experience.

#### **6-2.03**

The step shall normally correspond to a full year of recognized experience. It shall indicate the level of salaries within the scale provided for each class.

#### **6-2.04**

An employee who has only the minimum qualifications required to enter a class of employment shall be hired at the first step for the class.

#### **6-2.05**

However, an employee who has more years of experience than the minimum required for the class of employment shall be granted one (1) step per additional year of experience, provided that this experience is deemed valid and directly relevant to the duties described in the class of employment, in accordance with the following provisions:

- a) the experience required in each class of employment shall constitute a minimum. In all cases, it shall involve the years of experience that prepare the applicant to carry out the duties;
- b) in order to be recognized for purposes of determining the step in a class of employment, the experience must be relevant and must have been acquired in a class of employment of an equivalent or higher level than this class of employment, taking into account the requirements of the class of employment;
- c) the relevant experience acquired in a class of employment of a level lower than the employee's class of employment may be used solely to meet the requirements of the class of employment.

#### **6-2.06**

Furthermore, an employee who has successfully acquired, in an officially recognized institution, more years of schooling than the minimum required, shall be granted two (2) steps for each year of schooling in addition to the minimum required.

### **Article 6-3.00 - Rules Governing Advancement in Step**

#### **6-3.01**

The period of time spent at a step shall normally be one (1) year, and each step shall correspond to one (1) year of experience.

#### **6-3.02**

The first advancement shall be granted at the beginning of the first pay period in January or July at least nine (9) months after the effective date of hiring.

Thereafter, on the same date each year, the employee shall advance one (1) step, provided that he/she has not obtained leave without pay (article 7-9.00 or 7-11.00 or 7-10.09) or disability leave for more than six (6) months in the twelve (12) months preceding his/her date of advancement in step.

An employee who does not obtain an advancement in step on his/her annual date may do so six (6) months later, if he/she can prove that by the date of annual advancement in step, he/she has completed six (6) months worked or paid during the twelve (12) preceding months. This date shall then become the date of his/her annual advancement in step.

#### **6-3.03**

A change in class of employment shall have no bearing on the date of advancement in step.

#### **6-3.04**

Notwithstanding the provisions of clause 2-3.02, a part-time employee shall benefit from the annual advancement in step in accordance with clauses 6-3.01 and 6-3.02.

### **6-3.05**

An accelerated advancement of two (2) additional steps shall be granted on the stipulated date of advancement when the employee has successfully completed professional development studies of a duration equivalent to one (1) full-time year, provided that these studies are deemed by the College to be directly relevant and superior to the educational qualifications required for the employee's class of employment.

## **Article 6-4.00 - Rules Governing Promotion and Transfer**

### **6-4.01**

An employee who benefits from a promotion shall be entitled to the most advantageous of the following formulas:

- a) the salary step of his/her new class of employment, which ensures him/her an increase in salary at least equal to the difference between the first two (2) steps of the new class of employment;
- b) the salary step of his/her new class of employment corresponding to his/her years of experience relevant to his/her new duties and education, in accordance with the provisions set out in clauses 6-2.05 and 6-2.06;
- c) maintenance of his/her salary.

### **6-4.02**

An employee who benefits from a transfer shall be entitled to the more advantageous of the following formulas:

- a) the salary step corresponding to his/her years of experience relevant to his/her new duties and education, in accordance with the provisions set out in clauses 6-2.05 and 6-2.06;
- b) maintenance of his/her salary.

## **Article 6-5.00 - Modifications of Duties**

### **6-5.01**

Subject to clause 9-7.01, an employee or the Union who claims that the duties principally and customarily required by the College do not correspond to the employee's class of employment may file a grievance in accordance with the following procedure:

- a) within thirty (30) working days of the occurrence of the event, the employee may file a grievance with the Human Resources Department. The grievance shall indicate, for information purposes, the class of employment requested, and must be accompanied by the form agreed upon by both provincial parties, which includes a detailed description of



the duties that are principally and customarily performed by the employee. The procedure provided for in article 9-1.00 shall then apply;

- b) if, following the application of article 9-1.00, the Union wishes to submit the grievance to arbitration, article 9-2.00 shall apply. However, the grievance shall be presented to an arbitrator selected by the first arbitrator from the list provided in clause 9-2.09;
- c) a grievance filed under this clause shall be an ongoing grievance, in the sense that the thirty (30)-day period provided for in paragraph a) cannot have the effect of giving rise to a grievance if the situation continues during the said period, even if the occurrence of the event began before the thirty (30)-day period.

However, this clause shall not provide for retroactivity of more than ninety (90) days following the date of filing of the grievance.

#### **6-5.02**

If the College recognizes a classification grievance and decides to maintain the duties of the position, the incumbent shall be deemed to meet the qualifications and conditions required by the College and provided for in clause 5-2.02 regarding the position concerned. In such a case, the provisions of clause 6-6.04 shall apply.

### **Article 6-6.00 - Arbitrator's Powers and Responsibilities**

#### **6-6.01**

The arbitrator who recognizes a grievance submitted in accordance with clause 6-5.01 shall only have the power to grant the monetary compensation equivalent to the difference between the employee's salary and the higher salary associated with the duties that the employee has proven during arbitration that he/she performs.

#### **6-6.02**

Such monetary compensation shall not be allocated later than the date of the arbitrator's decision and shall be determined by the application of the rule regarding promotion or transfer provided for in article 6-4.00.

#### **6-6.03**

The arbitrator, in order to fulfil his/her mandate, shall refer to the classification plan and establish the agreement between the duties performed by the employee and those outlined in the classification plan.

If the arbitrator cannot establish the agreement mentioned above because no class of employment in the classification plan corresponds to the employee's duties, the following provisions shall apply:

1. within twenty (20) working days following the arbitrator's decision, the provincial parties shall meet in order to determine a monetary compensation within the salary scales

provided for in the collective agreement and shall agree, if applicable, on the class of employment of said compensation for purposes of the application of clause 6-6.04;

2. in the absence of an agreement, the Union concerned by the arbitration award may request that the arbitrator determine the monetary compensation by finding in this collective agreement a salary that is closer to the salary associated with duties similar to those of the employee concerned, in the sectors provided for in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

#### **6-6.04**

When the College decides to maintain the duties of the position that entitle the incumbent to compensation benefits following an arbitration award or an agreement between the local parties, said incumbent shall obtain the position.

If the College decides to comply with this clause, the employee who temporarily occupied the position in the interim shall benefit from the salary associated with the said position.

#### **6-6.05**

The arbitration award shall be executory and shall bind the parties. It may provide for the reimbursement of the amounts due in accordance with clause 9-2.15.

### **Article 6-7.00 - Payment of Salaries**

#### **6-7.01**

Salaries shall be paid in accordance with the terms and conditions in effect at the expiry date of the 2005-2010 collective agreement. However, if a payday falls on a paid statutory holiday, the pay shall be distributed on the preceding working day. If the Union so requests, the College agrees to open discussions with a view to facilitating direct deposit of employees' pays in a bank or Caisse populaire.

#### **6-7.02**

The pay statement must provide at least the following information:

- the employee's surname and given name;
- gross salary;
- net salary;
- the period covered by the payment;
- the overtime hours worked and the corresponding amounts;
- premiums;
- the deductions provided for in the collective agreement or by law;
- the cumulative amounts.

#### **6-7.03**

All the amounts paid to an employee, other than those mentioned above, shall be paid, if possible, on a separate cheque. If all the amounts are paid on the same cheque, the College shall notify the employee in writing of all retroactive or lump-sum amounts or the cash surrender value of sick-leave days.

#### **6-7.04**

When an employee leaves on vacation, he/she shall receive the cheque(s) that he/she would normally receive during this period. These cheques must be negotiable at the time of his/her departure.

#### **6-7.05**

When an employee leaves the service of the College, the latter shall pay any amount owing to him/her at the time of his/her departure. If this is impossible, the College shall do so during the pay period following the employee's departure.

#### **6-7.06**

The College agrees to indicate on the income tax slips the total amount of union dues paid by an employee during a calendar year.

### **Article 6-8.00 - Premiums**

#### **6-8.01**

The premiums shown as rates provided for in this article shall be increased on the same date and at the same percentage as determined in the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs of clauses 6-9.03 to 6-9.05 and in clause 6-9.06 of this collective agreement.

#### **6-8.02 Evening shift premium**

If half (1/2) or more of an employee's regular schedule falls between 6:00 p.m. and midnight, the employee shall be entitled, for each hour actually worked, provided that the hours worked are not paid at the overtime rate, to the evening shift premium, whose rates shall be increased in accordance with the provisions of clause 6-8.01, as follows:

<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
<b>2010-04-01 to 2011-03-31</b>	<b>2011-04-01 to 2012-03-31</b>	<b>2012-04-01 to 2013-03-31</b>	<b>2013-04-01 to 2014-03-31</b>	<b>as of 2014-04-01</b>
<b>\$0.64/hour</b>	<b>\$0.64/hour</b>	<b>\$0.65/hour</b>	<b>\$0.66/hour</b>	<b>\$0.67/hour</b>

### **6-8.03 Night shift premium**

If half (1/2) or more of an employee's regular schedule falls between midnight and 7:00 a.m., the employee shall be entitled, for each hour actually worked, provided that the hours worked are not paid at the overtime rate, to the night shift premium, as follows:

- less than five (5) years of seniority: eleven per cent (11%);
- five (5) years to less than ten (10) years of seniority: twelve per cent (12%);
- ten (10) years of seniority or more: fourteen per cent (14%).

For full-time employees working a steady night shift, the parties may, by local agreement, convert all or part of this premium to time off, provided such arrangement does not result in any supplementary costs.

For the purposes of applying the preceding paragraph, the night shift premium shall be converted to paid leave as follows:

- 11% shall be equivalent to 22.6 days;
- 12% shall be equivalent to 24 days;
- 14% shall be equivalent to 28 days.

### **6-8.04 Lead hand premium**

An employee whose class of employment appears in Appendix "C" and who acts as lead hand after having been appointed as such by the employer shall be entitled, in addition to the salary rate provided for his/her class of employment, for as long as he/she carries this responsibility, to the lead hand premium, whose rates shall be increased in accordance with clause 6-8.01, as follows:

Rate	Rate	Rate	Rate	Rate
2010-04-01 to 2011-03-31	2011-04-01 to 2012-03-31	2012-04-01 to 2013-03-31	2013-04-01 to 2014-03-31	as of 2014-04-01
\$0.89/hour	\$0.90/hour	\$0.91/hour	\$0.93/hour	\$0.95/hour

This premium shall not apply to stationary engineers.

### **6-8.05 Availability premium**

The employee on availability after his/her regular workday or workweek shall be entitled to a premium equivalent to one (1) hour at the regular rate, for each period of eight (8) hours of availability.

The parties may agree by local agreement on the terms and conditions of the application of this premium.

### **Article 6-9.00 - Remuneration**

#### **6-9.01 From April 1, 2010 to March 31, 2011**

Each rate and salary scale in effect on March 31, 2010 shall be increased, effective April 1, 2010, by a percentage equal to 0.5%.

#### **6-9.02 From April 1, 2011 to March 31, 2012**

Each rate and salary scale in effect on March 31, 2011 shall be increased, effective April 1, 2011, by a percentage equal to 0.75%.

#### **6-9.03 From April 1, 2012 to March 31, 2013**

Each rate and salary scale in effect on March 31, 2012 shall be increased, effective April 1, 2012, by a percentage equal to 1.0%.

The percentage determined in the previous paragraph is increased, effective April 1, 2012, by 1.25 times the difference between the cumulative growth (sum of annual variations) of Quebec's nominal Gross Domestic Product (GDP)<sup>1</sup> based on Statistics Canada data for 2010 and 2011<sup>2</sup> and cumulative growth predictions (sum of annual variations) of Quebec's nominal GDP for the same years, established at 3.8% for 2010 and 4.5% for 2011. However, the increase calculated in this manner cannot exceed 0.5%.

The increase provided for in the previous paragraph is applied on the salary of employees within sixty (60) days following the publication of Statistics Canada data on Quebec's nominal GDP for 2011.

#### **6-9.04 From April 1, 2013 to March 31, 2014**

Each salary scale in effect on March 31, 2013 shall be increased, effective April 1, 2013, by a percentage equal to 1.75%.

The percentage determined in the previous paragraph is increased, effective April 1, 2013, by 1.25 times the difference between the cumulative growth (sum of annual variations) of Quebec's nominal gross domestic product (GDP)<sup>1</sup> based on Statistics Canada data for 2010, 2011 and 2012<sup>3</sup> and cumulative growth predictions (sum of annual variations) of Quebec's nominal GDP for the same years, established at 3.8% for 2010, 4.5% for 2011 and 4.4% for 2012. However, the increase calculated in this manner cannot exceed 2.0% minus the increase granted on April 1, 2012 as per the second paragraph of clause 6-9.03.

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<sup>1</sup> Gross domestic product, by expenditure, for Quebec, at current prices. Source: Statistics Canada, CANSIM, table 384-0002, serial number CANSIM v687511.

<sup>2</sup> Based on the first estimate available from Statistics Canada on Quebec's nominal GDP for 2011, and its estimate at the same time of Quebec's nominal GDP for 2009 and 2010.

<sup>3</sup> Based on the first estimate available from Statistics Canada on Quebec's nominal GDP for 2012, and its estimate at the same time of Quebec's nominal GDP for 2009, 2010 and 2011.

The increase provided for in the previous paragraph is applied on the salary of employees within sixty (60) days following the publication of Statistics Canada data on Quebec's nominal GDP for 2012.

#### **6-9.05 From April 1, 2014 to March 31, 2015**

Each rate and salary scale in effect on March 31, 2014 shall be increased, effective April 1, 2014, by a percentage equal to 2.0%.

The percentage determined in the previous paragraph is increased, effective April 1, 2014, by 1.25 times the difference between the cumulative growth (sum of annual variations) of Quebec's nominal<sup>1</sup> Gross Domestic Product (GDP) based on Statistics Canada data for 2010, 2011, 2012 and 2013<sup>2</sup> and cumulative growth predictions (sum of annual variations) of Quebec's nominal GDP for the same years, established at 3.8% for 2010, 4.5% for 2011, 4.4% for 2012 and 4.3% for 2013. However, the increase calculated in this manner cannot exceed 3.5% minus the increase granted on April 1, 2012 as per the second paragraph of clause 6-9.03 and the increase granted on April 1, 2013 as per the second paragraph of clause 6-9.04.

The increase provided for in the previous paragraph is applied on the salary of employees within sixty (60) days following the publication of Statistics Canada data on Quebec's nominal GDP for 2013.

#### **6-9.06 Adjustment as of March 31, 2015**

Each rate and salary scale in effect on March 30, 2015 is increased, effective March 31, 2015, by a percentage equal to the difference between the cumulative variation (sum of annual variations) and the consumer price index<sup>3</sup> for Quebec based on Statistics Canada data for the 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015<sup>4</sup> collective agreement years, and the cumulative pay parameters (sum of annual parameters) determined in clauses 6-9.01 to 6-9.05, including adjustments resulting from nominal GDP growth. However, the increase calculated in this manner cannot exceed 1.0%.

#### **6-9.07 Applicable salary rates and scales**

The rates and salary scales applicable to the periods indicated in the preceding clauses are found in Appendices "B", "C" and "D".

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<sup>1</sup> Gross domestic product, by expenditure, for Quebec, at current prices. Source: Statistics Canada, CANSIM, table 384-0002, serial number CANSIM v687511.

<sup>2</sup> Based on the first estimate available from Statistics Canada on Quebec's nominal GDP for 2013, and its estimate at the same time of Quebec's nominal GDP for 2009, 2010, 2011 and 2012.

<sup>3</sup> Consumer price index for Quebec. Source: Statistics Canada, CANSIM, table 326-0020, serial number CANSIM v41691783.

<sup>4</sup> For each year of the collective agreement, the annual variation of the consumer price index is equal to the variation between the average indexes for the months of April to March of the collective agreement year and the average indexes for the previous months of April to March.

## **Off-rate or off-scale employees**

### **6-9.08**

The employee whose salary rate on the day preceding the date on which the salary scales and rates are increased, is higher than the single rate or the maximum of the salary scale in effect for his class of employment shall benefit, on the date on which the salary scales and rates are increased, from a minimum rate of increase which is equal to half of the percentage of increase applicable on April 1 of the period concerned in relation to the preceding March 31, at the single salary rate or step situated at the maximum of the scale on the preceding March 31, corresponding to his class of employment.

### **6-9.09**

If the application of the minimum rate of increase determined in clause 6-9.08 has the effect of situating on April 1 an employee who was out-scale or out-rate on March 31 of the preceding year, at a salary which is lower than the maximum step of the scale or single salary rate corresponding to his class of employment, this minimum rate of increase is brought to the percentage necessary to permit the employee to reach this step or the single salary rate.

### **6-9.10**

The difference between, on the one hand, the percentage increase of the maximum salary step or the single salary rate corresponding to the class of employment of the employee and, on the other hand, the minimum rate of increase established in accordance with clauses 6-9.08 and 6-9.09 is paid to him as a lump-sum payment calculated on the basis of his salary rate on March 31.

### **6-9.11**

The lump-sum payment provided for in clause 6-9.10 shall be spread over and paid on each pay period in proportion to the regular hours remunerated for the period concerned.

## **Article 6-10.00 - Regional Disparities**

### **Section I: Definitions**

#### **6-10.01**

For the purpose of this section, the following expressions mean:

a) Dependent

The spouse and dependent child or a person who is functionally disabled as defined in clause 7-14.02 and any other dependent as defined in the Taxation Act (R.S.Q., c. I-3), provided that the latter resides with the employee. However, for the purposes of this article, the employment income earned by the employee's spouse shall not nullify the latter's status as a dependent. The fact that a child attends a public secondary school located elsewhere than the employee's place of residence shall not nullify his/her status as a dependent if no public secondary school is accessible where the employee lives.

Moreover, the fact that a child attends a public preschool or elementary school located elsewhere than the employee's place of residence shall not nullify his/her status as a

dependent if no public preschool or elementary school, as the case may be, is accessible in the child's language of instruction (French or English) where the employee lives.

b) Point of Departure

Domicile in the legal sense of the word at the time of hiring insofar as it is situated in one of the localities of Québec. The said point of departure may be modified by an agreement between the College and the employee subject to its being situated in one of the localities of Québec.

## **6-10.02 Sectors<sup>1</sup>**

Sector I: - The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

Sector II: - The municipality of Fermont;  
- the territory of the Côte-Nord, extending from the East of Rivière Moisie to Havre-Saint-Pierre;  
- Îles-de-la-Madeleine.

Sector III: - The territory situated north of the fifty-first (51<sup>st</sup>) parallel, including Mistissini, Kuujuaq, Kuujuarapik, Whapmagoostui, Chisasibi, Radisson, Schefferville, Kawawachikamach and Waswanipi, except for Fermont and the localities mentioned in Sectors IV and V;  
- the localities of Parent, Sanmaur and Clova;  
- the territory of the Côte-Nord, extending from the East of Havre-Saint-Pierre to the border of Labrador, including Île d'Anticosti.

Sector IV: - The localities of Wemindji, Eastmain, Waskaganish, Nemiscau, Inukjuak, Puvirnituq and Umiujaq.

Sector V: - The localities of Tasiujaq, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit and Taqpangajuk.

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<sup>1</sup> During this collective agreement, should a college become covered by a sector, regardless of whether it is mentioned in this clause, the provincial parties agree that such college shall be covered by the provisions of this article.



## **Section II: Level of Premiums**

### **6-10.03**

An employee working in one of the sectors mentioned above shall receive an annual isolation premium of:

		Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
SECTOR						
<b>With dependent(s)</b>	I	\$7,574	\$7,631	\$7,707	\$7,842	\$7,999
	II	\$9,367	\$9,437	\$9,531	\$9,698	\$9,892
	III	\$11,786	\$11,874	\$11,993	\$12,203	\$12,447
	IV	\$15,326	\$15,441	\$15,595	\$15,868	\$16,185
	V	\$18,081	\$18,217	\$18,399	\$18,721	\$19,095
<b>No dependents</b>	I	\$5,295	\$5,335	\$5,388	\$5,482	\$5,592
	II	\$6,243	\$6,290	\$6,353	\$6,464	\$6,593
	III	\$7,368	\$7,423	\$7,497	\$7,628	\$7,781
	IV	\$8,695	\$8,760	\$8,848	\$9,003	\$9,183
	V	\$10,256	\$10,333	\$10,436	\$10,619	\$10,831

The premiums provided in the above table shall be increased on the same date and at the same percentage as determined in the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs of clauses 6-9.03 to 6-9.05 and in clause 6-9.06 of this collective agreement.

### **6-10.04**

A part-time employee working in one of the above sectors shall receive this premium in proportion to the number of hours worked with respect to the number of hours provided for in his/her class of employment on an annual basis.

### **6-10.05**

The amount of the isolation and remoteness premium shall be adjusted in proportion to the duration of the employee's assignment in the College's territory in one of the sectors described in clause 6-10.02.

### **6-10.06**

Subject to the provisions of clause 6-10.05, the College shall cease to pay the isolation and remoteness premium established under clause 6-10.03 if the employee and his/her dependents deliberately leave the territory during a paid leave of more than thirty (30) days, except if it involves annual vacation, a statutory holiday, sick leave, maternity leave, adoption leave or leave due to an industrial accident or an occupational disease.

An employee who avails himself/herself of the provisions concerning the leave with deferred or advance salary plan may, upon request, defer or take an advance on the payment of the isolation premium under the same conditions as with respect to his/her salary.

**6-10.07**

If both members of a couple as defined in paragraph a) of clause 7-14.02 work for the same college, or if both work for two (2) different employers in the public and parapublic sectors, only one (1) of the two (2) may avail himself/herself of the premium applicable to an employee with dependent(s), if he/she has one or more dependents other than his/her spouse. If he/she has no dependent other than his/her spouse, each shall be entitled to the premium for employees without dependents, notwithstanding the definition of the term "dependent" found in clause 6-10.01.

**Section III: Other Benefits**

**6-10.08**

The College shall assume the following expenses incurred by every employee recruited in Québec at a distance of more than fifty kilometres (50 km) from the locality where he/she is required to perform his/her duties, provided that this locality is located in one of the sectors described in clause 6-10.02:

- a) the transportation expenses of the employee and his/her dependents;
- b) the cost of transporting his/her personal belongings and those of his/her dependents up to a maximum of:
  - two hundred twenty-eight kilograms (228 kg) for each adult or each child twelve (12) years of age and over;
  - one hundred thirty-seven kilograms (137 kg) for each child under twelve (12) years of age;
- c) the cost of transporting his/her furniture, if applicable;
- d) the cost of transporting his/her motorized vehicle, if applicable, by land, boat or train;
- e) the cost of storing his/her furniture and personal belongings, if applicable.

These expenses from the point of departure to the place of assignment shall be assumed by the College and reimbursed upon presentation of supporting vouchers.

If an employee is recruited from outside Québec, the expenses shall be assumed by the College without exceeding the equivalent costs between Montréal and the locality where the employee is called to perform his/her duties.

**6-10.09**

If the employee eligible for the provisions of paragraphs b), c) and d) of clause 6-10.08 decides not to avail himself/herself of some or of all of them immediately, he/she shall remain eligible for the said provisions for two (2) years following the date on which his/her assignment began.

**6-10.10**

The expenses referred to in clause 6-10.08 shall be reimbursed to the employee on his/her departure.

Furthermore, the weight of two hundred twenty-eight kilograms (228 kg) provided for in paragraph b) of clause 6-10.08 shall be increased by forty-five kilograms (45 kg) per year of service in the territory of the College. This provision shall cover the employee only.

However, the employee shall not be entitled to be reimbursed for these expenses if he/she resigns to go work for another employer before the forty-fifth (45<sup>th</sup>) calendar day of his/her stay in the territory.

**6-10.11**

These expenses shall be payable provided that the employee is not reimbursed for these expenses by another plan, such as the Canada Manpower Mobility Plan, and solely in the following cases:

- a) the employee's first assignment;
- b) a subsequent assignment or transfer at the request of the College or the employee;
- d) a breach of contract or the resignation or death of the employee. In the case of Sectors I, II, III, IV and V, reimbursement shall be in proportion to the amount of time worked in relation to a reference period of one (1) year, except in the event of death;
- d) when an employee obtains leave for educational purposes, the expenses referred to in Section III shall also be payable to the employee whose point of departure is located fifty kilometres (50 km) or less from the locality where he/she performs his/her duties.

**6-10.12**

If both spouses, within the meaning of clause 7-14.02, work for the same College, only one (1) may avail himself/herself of the benefits granted under this section. There shall be no reimbursement by the College if one (1) of the spouses has received an equivalent benefit from his/her employer or another source.

## **Section IV: Outings**

### **6-10.13**

The College shall reimburse an employee recruited more than fifty kilometres (50 km) from the locality where he/she performs his/her duties for the expenses inherent in the following outings for the employee and his/her dependents:

- for localities that are not linked to the provincial road system, located in Îles-de-la-Madeleine: one (1) outing per year for the employee and his/her dependents.

The initial place of recruitment shall not be modified due to the fact that an employee who was subject to layoff because of a personnel surplus then subsequently rehired chose to stay during the period of unemployment.

An employee who originates from a locality located more than fifty kilometres (50 km) from his/her place of assignment, who was recruited there and who gained the right to outings as a result of a marital relationship with an employee in the public sector shall continue to benefit from the right to outings provided for in this clause even if he/she loses the status of spouse within the meaning of the provisions of clause 7-14.02.

### **6-10.14**

- a) The fact that the employee's spouse is employed by the College or an employer in the public and parapublic sectors must not have the effect of granting the employee more paid outings than provided for in the collective agreement.
- b) In the case of outings granted to an employee with dependents, it is not necessary for those who have a right to an outing to take it at the same time. However, this must not have the effect of granting the employee or his/her dependents more paid outings than provided for in the collective agreement.

### **6-10.15**

These expenses shall be reimbursed upon presentation of supporting vouchers for the employee and his/her dependents up to, for each, the equivalent of the price of a return flight (regular flight or chartered flight, if authorized by the College) from the locality of assignment to the point of departure situated in Québec or up to Montréal.

In the case of an employee recruited from outside Québec, these expenses shall not exceed the lesser of the following two (2) amounts:

- the equivalent of the price of a return flight (regular flight) from the locality of assignment to the domicile at the time of hiring;
- the equivalent of the price of a return flight (regular flight) from the locality of assignment up to Montréal.

**6-10.16**

An outing may be used by the spouse not residing in the territory or by a relative not residing in the territory or by a friend to visit the employee who lives in one of the localities mentioned in clause 6-10.02. The provisions of this section concerning reimbursement shall apply in these cases.

**6-10.17**

Subject to an agreement with the College concerning the terms and conditions for using trips, the employee referred to in clause 6-10.13 may benefit from one (1) trip in advance in the event of the death of a close relative who was not living in the locality where the employee works. Within the meaning of this clause, "close relative" shall include the following: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law. However, the taking of this trip in advance may not grant the employee or his/her dependents more trips than they are entitled to.

**6-10.18**

The College and the Union may reach an agreement on the distribution and arrangements of trips provided for in clause 6-10.13, including arrangements in cases of transportation delays not attributable to the employee.

**Section V: Reimbursement of Transit Expenses**

**6-10.19**

The College shall reimburse the employee, upon presentation of supporting vouchers, for expenses incurred in transit (meals, taxis and accommodations, if applicable) for himself/herself and for his/her dependents when he/she is hired and on any authorized trip provided for in the collective agreement provided that these expenses are not assumed by a carrier.

**Section VI: Death of an Employee**

**6-10.20**

In the event of the death of the employee or of one of his/her dependents, the College shall pay for the repatriation of the mortal remains. Moreover, in the event of the employee's death, the College shall reimburse the dependents for the expenses inherent in the return trip from the place of assignment to the burial place in Québec.

**Section VII: Retention Premium for Sept-Îles**

**6-10.21**

A retention premium equivalent to eight per cent (8%) of the employee's annual salary shall be maintained for employees working in the school municipality of Sept-Îles. This premium shall also apply to all employees who have accumulated seniority on that date under the terms of the collective agreement.

## **Section VIII: Provisions of Former Collective Agreements**

### **6-10.22**

In the event of benefits greater than the current plan for regional disparities resulting from the application of the former collective agreement or of recognized administrative practices, they shall be renewed except for the following elements of this collective agreement:

- the definition of "point of departure" provided for in paragraph b) of clause 6-10.01;
- the level of premiums and the calculation of the premium for part-time employees provided for in clauses 6-10.03 and 6-10.04;
- the reimbursement of moving expenses and the cost of trips for employees recruited from outside Québec provided for in Sections III and IV;
- the number of trips when the employee's spouse works for the College or an employer in the public and parapublic sectors provided for in Section IV.

## **Article 6-11.00 - Creation of New Classes of Employment and Modifications to the Classification Plan**

### **6-11.01**

If, during the period covered by the collective agreement, the College ascertains that the classification plan does not appear to correspond to duties performed by one or more employees, it shall refer the problem to the provincial employer party.

If a new class of employment is created, the provincial employer party shall establish the salary of the new class of employment and notify the provincial union party. The new class of employment shall be integrated into the classification plan.

### **6-11.02**

Once the salary is established in accordance with clause 6-11.01, the provincial parties shall meet as soon as possible in order to discuss and agree upon said salary.

### **6-11.03**

In the event of a disagreement concerning the said salary, the provincial union party may, within thirty (30) working days following the meeting of the provincial parties provided for in clause 6-11.02, request that the first arbitrator of the arbitration tribunals appoint one of the arbitrators named in clause 9-2.09 to decide on the salary to be attributed to the new class of employment, taking into account the salaries associated with similar classes of employment in the sectors provided for in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

#### **6-11.04**

The definitive salary for the new class of employment shall be paid retroactively on the earlier of the following dates:

- the date on which the employer requested the creation of the new class of employment; or
- the date on which the employee effectively assumed the duties of his/her new class of employment.

#### **6-11.05**

Subject to this article, the provincial employer party agrees not to modify the classification plan without prior consultation with the provincial union party.

If a modification to the classification plan during the period covered by the collective agreement results in a demotion for an employee, the latter shall maintain the progressive salary associated with his/her previous class of employment.

### **Article 6-12.00 - Back Pay**

#### **6-12.01**

The salary rates and scales for the 2010-2011 year shall apply, based on the classification of the employee, retroactively from April 1, 2010.

#### **6-12.02**

For all remunerated hours since April 1, 2010, the employee shall be entitled to a retroactive amount equal to the difference between the amount calculated according to the new salary rates and scales provided in his/her classification under the agreement and the amounts which were actually paid.

#### **6-12.03**

This provision applies to the premiums, under the same conditions, provided for in article 6-8.01<sup>1</sup> and 6-10.00.

#### **6-12.04**

The employee who has benefited from salary insurance benefits or the employee who has benefited from a leave provided for in article 7-9.00, since April 1, 2010, shall be subject, for the targeted period, to the preceding provisions on the pro rata basis which applies to him/her under the article 7-14.00 or 7-9.00, as the case may be, provided for in the 2005-2010 collective agreement.

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<sup>1</sup> Except for the availability premium provided for in clause 6-8.05, which comes into effect on the date of the signing of the collective agreement.

**6-12.05**

The employee who is no longer employed by the College on the date of the signing of the collective agreement must make a request within four (4) months of the receipt by the Union, of the list of all employees who have left their job since April 1, 2010, which includes their last known address. In the case of a deceased employee, the request can be made by his/her beneficiaries.

The list provided for in this clause shall be forwarded to the Union within one hundred and twenty (120) days following the date of the signing of the collective agreement.

**6-12.06**

For employees of the College, the retroactive amounts resulting from the application of this article are paid within sixty (60) days following the date of the signing of the collective agreement.

**6-12.07**

For employees who are no longer employed by the College, the retroactive amount is paid within sixty (60) days following the receipt by the College of the written request provided for in clause 6-12.05.

**6-12.08**

The payment of the salary resulting from the application of clause 6-9.01 shall begin no later than forty-five (45) days after the date of the signing of the collective agreement.

**6-12.09**

The employee who is no longer employed by the College at the time of the payment of the increase provided for in the 3<sup>rd</sup> paragraph of clauses 6-9.03, 6-9.04 and 6-9.05, and in clause 6-9.06 of the collective agreement must make a payment request within four (4) months following the receipt by the Union of the list of all employees who have left their job since April 1 of each year targeted by the increase period, including their latest known address. In the case of a deceased employee, the request can be made by his/her beneficiaries.

The list provided for in this clause shall be forwarded to the Union no later than one hundred and twenty (120) days after the Statistics Canada data publication date.

The provisions provided for in clause 6-12.07 of this article shall apply.

**6-12.10**

A retroactive amount of less than \$1 shall not be paid.



## **CHAPTER 7 - WORKING CONDITIONS AND FRINGE BENEFITS**

### **Article 7-1.00 - Working Hours**

#### **7-1.01**

The regular number of working hours for the classes of employment provided for in Appendix "B" shall be thirty-five (35) hours per week, namely seven (7) hours per day.

The regular number of working hours for the classes of employment provided for in Appendix "C" shall be thirty-eight and three quarter (38.75) hours per week, namely seven and three quarter (7.75) hours per day.

#### **7-1.02**

Employees whose duties require them to be continually available in the workplace shall benefit from a period of half ( $\frac{1}{2}$ ) an hour with pay within their work schedule for their meal.

#### **7-1.03**

All employees shall be entitled to a fifteen (15)-minute break with pay per half ( $\frac{1}{2}$ ) day of work.

### **Article 7-2.00 - Work Schedules**

#### **7-2.01**

The regular workweek shall consist of five (5) consecutive working days followed by two (2) consecutive days off.

#### **7-2.02**

An employee shall benefit from a period of at least one (1) hour without pay, up to a maximum of one and one-half ( $1\frac{1}{2}$ ) hours for his/her meal.

This period shall be taken towards the middle of the employee's shift.

In addition, the employee shall be entitled to a break of at least twelve (12) hours between the end of his/her normal workday and the beginning of the following normal workday.

#### **7-2.03**

The College shall determine or change work schedules.

The work schedule shall be established for at least one (1) term.

#### **a) Changing the schedule before the beginning of the term**

When the College wishes to change the schedule of an employee, it shall consult the Union within the framework of the LRC before the beginning of the term.

Similarly, when the College wishes to change the work schedule of several employees who perform the same duties within a service or department, it shall proceed with these schedule changes, taking into account the seniority of the employees concerned as well as the normal requirements of the positions in question.

**b) Changing the schedule during the term**

An employee's work schedule cannot be changed except after an agreement between the employee and the College, and after consultation with the Union if the request for a change in schedule is made by the College.

Similarly, when the College wishes to change the work schedules of several employees who perform the same duties within a service or department, an agreement with the Union is required. The change in schedule shall be made, taking into account the seniority of the employees concerned as well as the normal requirements of the positions in question.

Notwithstanding the preceding, the College may change the work schedule of an employee assigned to teaching labs within the first two (2) weeks of the term for pedagogical reasons.

**7-2.04**

The College may not schedule a split shift without having first reached an agreement with the employee or employees concerned and the Union.

The term "split shift" is understood to mean a schedule that is interrupted by periods other than those scheduled for meals and breaks.

**7-2.05**

The College and the Union may agree on a flexible schedule provided such schedule respects, on an annual basis:

- the number of hours per week as provided for in clause 7-1.01, in the case of full-time employees; or
- the number of hours per week provided for upon hiring in the case of part-time employees.

The flexible schedule shall become the regular working hours for the employees in question.

**Article 7-3.00 - Overtime**

**7-3.01**

Any work required by the College and performed by a full-time employee outside his/her regular working hours, workday or workweek, as outlined in clauses 7-1.01 and 7-2.01, shall be considered overtime.

This article shall apply to part-time employees from the time the number of hours worked exceeds the number of hours in a regular workday or week, as defined in articles 7-1.00 and 7-2.00.

**7-3.02**

Overtime shall be offered to employees who normally perform the work for which the overtime is required.

Overtime work shall be optional, unless agreed upon by both parties. Should no employee accept to work overtime, the College may oblige the employee with the least seniority who is capable of doing the work to do the overtime.

**7-3.03**

If the work can be performed by any one of several employees performing the same duties, an equitable distribution of overtime hours must be assured by means of rotation.

In unforeseen circumstances, the College may offer the overtime to the employees who are already on the job.

The College and the Union may agree upon a means of distributing overtime work equitably.

**7-3.04**

The compensation in time for overtime must take place within a time period not exceeding the employee's annual vacation. The choice of the time for compensation of overtime must take place after an agreement between the College and the employee and shall be granted in order of seniority.

In the absence of an agreement, the choice must take place at the latest on April 30 of each year. The employee shall submit his/her choice to the College for approval. The College shall take into account the choice of the employee subject to the needs of the department.

**7-3.05**

If overtime work is remunerated, it shall be paid on the pay period following the pay period during which the work was performed.

**Article 7-4.00 - Quanta of Overtime Hours**

**7-4.01**

Overtime shall be compensated in time. It may, however, be remunerated if the employee so requests; such a request shall be made to the College in accordance with the procedure in effect.

**7-4.02**

Overtime shall be compensated in time at the rate of one hundred fifty per cent (150%) of the time worked, except for statutory holidays, when overtime shall be compensated in time at the

rate of two hundred per cent (200%) in addition to payment of the holiday, with the exception of the cases provided for in clause 7-7.02. Work performed on the second day of the employee's weekly days off shall likewise be compensated in time at the rate of two hundred per cent (200%) of the time worked.

**7-4.03**

An employee who is recalled to work overtime after having left the College shall receive minimum compensation of two (2) hours paid at two hundred per cent (200%).

**7-4.04**

When overtime is remunerated, the rates provided for in clauses 7-4.02 and 7-4.03 shall apply.

**Article 7-5.00 - Quanta of Annual Vacation**

**7-5.01**

Each year, the employee shall be entitled to twenty (20) working days of paid vacation, provided that he/she has completed one (1) year of seniority on June 1.

**7-5.02**

The employee shall be entitled to twenty-one (21) working days of paid vacation, provided that he/she has completed seventeen (17) or eighteen (18) years of seniority on June 1.

**7-5.03**

The employee shall be entitled to twenty-two (22) working days of paid vacation, provided that he/she has completed nineteen (19) or twenty (20) years of seniority on June 1.

**7-5.04**

The employee shall be entitled to twenty-three (23) working days of paid vacation, provided that he/she has completed twenty-one (21) or twenty-two (22) years of seniority on June 1.

**7-5.05**

The employee shall be entitled to twenty-four (24) working days of paid vacation, provided that he/she has completed twenty-three (23) or twenty-four (24) years of seniority on June 1.

**7-5.06**

The employee shall be entitled to twenty-five (25) working days of paid vacation, provided that he/she has completed twenty-five (25) years or more of seniority on June 1.

**7-5.07**

An employee with less than one (1) year of seniority on June 1 shall be entitled to one and two thirds ( $1 \frac{2}{3}$ ) day of vacation per month of seniority.

**7-5.08**

An employee who leaves the employ of the College shall be entitled to be paid for the days of vacation accumulated and not taken by the date of departure, in accordance with the preceding clauses. In the event of the employee's death, this amount shall be paid to his/her beneficiaries.

**7-5.09**

If a paid statutory holiday coincides with a workday during the employee's vacation period, the holiday shall be added to the vacation or deferred to a later date, whichever is the employee's preference.

**7-5.10**

The period during which vacation is acquired shall be from June 1 to May 31 of each year.

**7-5.11**

If the employee was not entitled to his/her salary for twelve (12) months or for part of a month preceding June 1 of each year, the duration of his/her vacation shall be reduced in accordance with the table below.

However, the duration of the vacation shall not be reduced for:

- a) the first one hundred twenty (120) working days of disability per year;
- b) maternity leave as provided for in clause 7-9.06 or 7-9.07;
- c) maternity leave granted under clause 7-9.09 for a period not exceeding six (6) weeks;
- d) special leave as provided for in clause 7-9.18 or 7-9.19;
- e) paternity leave as provided for in clause 7-9.21 or 7-9.22;
- f) adoption leave as provided for in clause 7-9.30, 7-9.31 or 7-9.32;
- g) leave without pay for a maximum of ten (10) weeks during which the employee receives parental benefits from the QPIP or the EIP;
- h) an absence due to an industrial accident or occupational disease.

Notwithstanding the provisions of paragraph a), the one hundred twenty (120) working days of disability exemption may be used only once during a single period of disability spread out over more than one (1) year.

**TABLE OF DEDUCTION OF DAYS OF VACATION**

Number of working days for which the employee was not entitled to salary			Number of days of vacation deducted from vacation credits in accordance with seniority							
			W o r k i n g   d a y s							
			10	15	20	21	22	23	24	25
½	to	10	0	0	0	0	0	0	0	0
10½	to	22	½	1	1½	1½	1½	1½	1½	1½
22½	to	32	1	2	2½	2½	2½	2½	2½	3
32½	to	44	1½	2½	3	3	3	3	3	3½
44½	to	54	2	3	4	4	4	4½	4½	5
54½	to	66	2½	4	5	5	5½	5½	5½	6
66½	to	76	3	4½	6	6	6½	6½	7	7½
76½	to	88	3½	5	6½	6½	7	7½	7½	8
88½	to	98	4	5½	7	7	7½	8	8½	9
98½	to	110	4½	6	8	8	8½	9	9½	10
110½	to	120	5	6½	9	9½	10	10½	11	11½
120½	to	132	5½	7	10	10½	11	11½	12	12½
132½	to	142	6	8	11	11½	12	12½	13	14
142½	to	154	6½	8½	11½	12	12½	12½	13	14½
154½	to	164	7	9	12	12½	13	14	14½	15½
164½	to	176	7½	10	13	13½	14½	15	16	16½
176½	to	186	8	11	14	14½	15½	16	17	18
186½	to	198	8½	11	15	15½	16½	17½	18	19
198½	to	208	9	12	16	16½	17½	18½	19½	20½
208½	to	220	9½	12½	16½	17	18	19	20	21
220½	to	230	10	13	17	18	19	20	21	22
230½	to	242	10	14	18	19	20	21	22	23
242½	to	252	10	14½	19	20	21	22	23	24
252½	to	264	10	15	20	21	22	23	24	25

An employee with less than one (1) year of seniority shall not suffer the deduction provided for in this paragraph for the month during which his/her employment came into effect, if he/she was entitled to his/her salary for half or more of the workdays in the said month.

**7-5.12**

For part-time employees, the length of vacation shall be determined in accordance with the seniority accumulated on June 1 of each year. The remuneration for the said vacation period shall be calculated in proportion to the number of hours worked during the year ending June 1.

## **Article 7-6.00 - Annual Vacation**

### **7-6.01**

Annual vacation must be taken in the year following the year during which it was acquired and may not be postponed to another year, except upon agreement between the College and the employee.

### **7-6.02**

Within each department, employees shall choose the dates of their annual vacation, in order of seniority, between April 1 and May 1 of each year. These dates shall be submitted for approval to the College, which shall take into account the choice of the employees subject to the needs of the department. Vacation dates may only be changed upon agreement between the employee and the College and after consultation with the Union if the request for modification of the employee's vacation dates is made by the College.

However, in certain exceptional circumstances, an employee may choose the date of his/her annual vacation after May 1.

### **7-6.03**

An employee who is unable to take his/her vacation because of illness, maternity or paternity leave, industrial accident or occupational disease occurring before the beginning of his/her vacation, may postpone his/her vacation period to a later date.

In the case of hospitalization (for a minimum of three (3) days with a medical certificate) occurring during the vacation period, the employee may postpone to a later date the equivalent of the period of hospitalization and, if applicable, the period of disability following the period of hospitalization.

The choice of the new vacation period shall be made in accordance with the provisions set out in clause 7-6.02.

### **7-6.04**

Vacation shall be taken, in whole or in part, but whenever possible in periods of at least one (1) week at a time. However, the Union and the College may agree to close the College for the vacation period.

### **7-6.05**

The days of sick leave with cash surrender provided for in paragraph d) of clause 7-14.39 may be converted into vacation time upon agreement between the College and the employee on the choice of dates for such vacation.

Should the employee be unable to take those vacation days on the agreed upon dates, the College and the employee must agree on a new choice of dates for the vacation.

In the absence of an agreement, those days of sick leave which were converted into vacation days shall have cash surrender value at the rate applicable on the previous June 30 or be

transferred to the employee's bank of days of sick leave without cash surrender value in accordance with the terms of paragraph c) of clause 7-14.39.

**7-6.06**

An employee who is recalled during his/her vacation shall be remunerated at the rate of two hundred per cent (200%) in addition to having his/her vacation postponed.

**Article 7-7.00 - Quanta of Statutory Holidays**

**7-7.01**

Each employee shall be entitled to thirteen (13) paid statutory holidays each contract year.

**7-7.02**

An employee whose regular duties include working on one of the set days shall receive, after agreement, a day off as replacement. In the absence of an agreement, the employee shall be paid at a double rate for the work performed on this statutory holiday, in addition to his/her regular salary.

**7-7.03**

Should a statutory holiday fall during the period of disability of an employee, the latter shall be entitled, in addition to his/her disability benefit, to the difference between his/her full salary and said benefits, for said statutory holiday.

This clause shall not have the effect of prolonging the disability period or postponing the statutory holiday.

**Article 7-8.00 - Statutory Holidays**

**7-8.01**

The selection of the paid statutory holidays provided for in clause 7-7.01 shall be made at the beginning of each contract year by the College, after consultation of the LRC and upon agreement with the Union. This selection shall take into account the requirements of the school calendar as well as the operating schedule of the College and relevant legislation.

**7-8.02**

The date of the statutory holiday provided for in clause 7-7.02 shall be set by agreement between the employee and the College.



## **Article 7-9.00 - Parental Rights**

### **Section I: General Provisions**

#### **7-9.01**

Maternity, paternity or adoption indemnities are solely intended to supplement parental insurance or Employment Insurance benefits, as the case may be, or in the cases stipulated below, to provide payments during a period of leave to which the Québec Parental Insurance Plan (QPIP) or the Employment Insurance Plan (EIP) does not apply.

Maternity, paternity and adoption indemnities shall, however, be paid only during those weeks for which the employee is receiving QPIP or EIP benefits or would be receiving them had he/she applied for them.

In a case where the employee shares adoption or parental benefits provided by the QPIP and the EIP with his/her spouse, the indemnity shall be paid only if the employee is actually receiving benefits from one of these plans during the maternity leave provided for in clause 7-9.06 or 7-9.07, the paternity leave provided for in clause 7-9.22, or the adoption leave provided for in clause 7-9.32.

#### **7-9.02**

When both parents are female, the indemnities and advantages granted to the father shall be granted to the mother who did not give birth to the child.

#### **7-9.03**

The College shall not reimburse the employee for amounts payable either to the Minister of Employment and Social Solidarity under the *Act respecting Parental Insurance* (R.S.Q., c. A-29.011), or to Human Resources and Skills Development Canada (HRSDC) under the *Employment Insurance Act* (S.C., 1996, c. 23).

#### **7-9.04**

The basic weekly salary<sup>1</sup>, deferred weekly salary and severance payments shall not be increased or decreased by the amounts received under the QPIP or the supplementary Employment Insurance benefits plan.

#### **7-9.05**

Unless specifically stated otherwise, this article cannot result in a monetary or non-monetary benefit being conferred to the employee beyond what he/she would have received had he/she remained at work.

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<sup>1</sup> "Basic weekly salary" means the regular salary of the employee including the regular salary supplement for a regularly increased workweek as well as the premiums for responsibility, excluding all other premiums, without any additional remuneration even for overtime.

## **Section II: Maternity Leave**

### **7-9.06 Eligibility and duration of a maternity leave**

A pregnant employee who is eligible for the QPIP shall be entitled to twenty-one (21) weeks of maternity leave which, subject to clause 7-9.10 or 7-9.11, must be taken consecutively.

A pregnant employee who is eligible for the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 7-9.10 or 7-9.11, must be taken consecutively.

A pregnant employee who is not eligible for either the QPIP or the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 7-9.10 or 7-9.11, must be taken consecutively.

An employee, who becomes pregnant while on leave without pay or on part-time leave without pay, as provided for in this article, shall also be entitled to this maternity leave and to the indemnities provided for in clauses 7-9.13, 7-9.14 and 7-9.16, where applicable.

An employee whose spouse dies shall be granted the residual of the maternity leave and shall benefit from the related rights and indemnities.

### **7-9.07**

An employee shall also be entitled to this maternity leave if her pregnancy is interrupted as of the beginning of the twentieth (20<sup>th</sup>) week preceding the due date.

### **7-9.08 Distribution of the maternity leave**

The distribution of the maternity leave before and after the delivery, belongs to the employee. This leave shall be simultaneous with the period during which benefits are payable under the *Act respecting Parental Insurance* (R.S.Q., c. A-29.011) and shall begin no later than the week following the beginning of benefits under the QPIP.

An employee who is not eligible for the QPIP shall determine the distribution of her maternity leave before and after the delivery. The day of delivery shall be included in this leave.

### **7-9.09 Extension of maternity leave**

If the birth takes place after the due date, the employee shall be entitled to an extension of her maternity leave equal to the period between the due date and the actual delivery date, unless she is already entitled to at least two (2) weeks' maternity leave after the birth.

An employee may be granted an extension of her maternity leave if her state of health or that of her baby so require. The duration of this extension shall be as indicated on the medical certificate provided by the employee.

During these extensions, the employee shall be considered on leave without pay and shall receive no indemnities or benefits from the College. During these periods, the employee shall be covered by clause 7-9.52 for the first six (6) weeks and subsequently by clause 7-9.53.

#### **7-9.10 Suspension of maternity leave**

When the employee has sufficiently recovered from her delivery, but her child is not in condition to leave the health care institution, she may interrupt her maternity leave and return to work. The suspension shall end when the child is taken home.

When the employee has sufficiently recovered from her delivery, but her child is hospitalized after having left the health care institution, she may, upon agreement with the College, suspend her maternity leave and return to work during the hospitalization period.

#### **7-9.11 Discontinuous maternity leave**

In one or the other of the following cases, upon the employee's request, the maternity leave may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

- a) If the child is hospitalized: the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of weeks of hospitalization.
- b) If the employee is on leave because of an accident or illness that is unrelated to the pregnancy: the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of full weeks such a situation lasts, up to a maximum of twenty-six (26) weeks within a twelve (12)-month period<sup>1</sup>.

However, the employee may be absent from work for a period of not more than one hundred and four (104) weeks if she suffers serious bodily injury during or resulting directly from a criminal offence that renders him unable to hold her regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the preceding paragraph and shall not end later than one hundred and four (104) weeks after the commission of the criminal offence<sup>1</sup>.

- c) If the employee is on leave because of a situation covered by sections 79.8 to 79.12 of the *Act respecting Labour Standards* (R.S.Q., c. N-1.1): the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of full weeks this situation lasts, according to the provisions of clause 7-10.09.

During the leaves provided for in this clause, the employee shall be deemed to be on leave without pay and shall not receive any indemnities or benefits from the College. The employee shall take advantage of the benefits set out in clause 7-9.53.

#### **7-9.12**

When the maternity leave interrupted or broken down under clauses 7-9.10 and 7-9.11 resumes, the College shall pay the employee any indemnities to which she would have been entitled had she not interrupted or broken down her maternity leave, for the number of weeks remaining under clauses 7-9.13, 7-9.14 and 7-9.16, subject to clause 7-9.01.

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<sup>1</sup> Unpaid leave of absence as per article 79.1 of the *Act respecting Labour Standards* (R.S.Q., c. N-1.1).

### **7-9.13 Cases eligible for the QPIP**

An employee who has accumulated twenty (20) weeks of service<sup>1</sup> and who is eligible for benefits under the QPIP shall also be entitled to receive, for the twenty-one (21) weeks of her maternity leave, an indemnity equal to the difference between ninety-three per cent (93%)<sup>2</sup> of her basic weekly salary and the amount of maternity or parental benefits she is receiving, or would receive upon request, from the QPIP.

This indemnity is based on the QPIP benefit to which an employee is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the *Act respecting Parental Insurance* (R.S.Q., c. A-29.011).

However, if a change is made to the amount of the benefit paid by the QPIP following a change in the information provided by the College, the amount of the indemnity shall be adjusted accordingly.

When the employee works for more than one employer, she shall receive from each of her employers an indemnity. In this case, the indemnity shall be equal to the difference between ninety-three per cent (93%)<sup>2</sup> of the basic weekly salary paid by the College and the amount of the QPIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the *Act respecting Parental Insurance* (R.S.Q., c. A-29.011).

### **7-9.14 Cases eligible for the EIP**

An employee who has accumulated twenty (20) weeks of service<sup>1</sup> and who is eligible for benefits under the EIP, but not eligible for the QPIP, shall be entitled to:

- a) for each week of the waiting period provided for in the EIP, an indemnity equal to ninety-three per cent (93%)<sup>2</sup> of her basic weekly salary;
- b) for each week following the period provided for in paragraph a), an indemnity equal to the difference between ninety-three per cent (93%)<sup>2</sup> of her basic weekly salary and the amount of maternity or parental benefits she is receiving, or would receive upon request, from the EIP, up until the end of the twentieth (20<sup>th</sup>) week of maternity leave.

This indemnity is based on the Employment Insurance benefit to which an employee is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the EIP.

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1 An employee on leave shall accumulate service if her leave is authorized, in particular in the case of a disability, and when a benefit or remuneration is payable.

2 Ninety-three per cent (93%): this percentage is based on the fact that an employee in this situation is exempt from making contributions to the pension plans and to the QPIP and the EIP, which is equivalent on average to seven per cent (7%) of her salary.

However, if a change is made to the amount of the benefit paid by the EIP following a change in the information provided by the College, the amount of the indemnity shall be adjusted accordingly.

When the employee works for more than one employer, the indemnity shall be equal to the difference between ninety-three per cent (93%)<sup>1</sup> of the basic weekly salary paid by the College and the amount of the Employment Insurance benefits corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable by HRSDC.

In addition, should HRSDC reduce the number of weeks of Employment Insurance benefits to which the employee would have been entitled had she not benefited from Employment Insurance benefits before her maternity leave, the employee shall continue to receive, for a period equivalent to the number of weeks subtracted by HRSDC, the indemnity provided for in the first (1<sup>st</sup>) subparagraph of this paragraph as if she had, during this period, benefited from Employment Insurance benefits.

#### **7-9.15**

In the cases provided for in clauses 7-9.13 and 7-9.14, the College cannot, in the indemnity it pays out to an employee on maternity leave, compensate for the reduction in benefits from the QPIP or the EIP attributable to remuneration from another employer.

Notwithstanding the preceding paragraph, the College shall pay such compensation if the employee can demonstrate, by providing a letter to this effect from the employer paying the remuneration, that the remuneration is a regular salary. If the employee can demonstrate that only part of the remuneration is a regular salary, the compensation shall be limited to that percentage.

The employer that pays the regular salary provided for in the preceding paragraph must, upon the employee's request, produce such letter.

The total amount received by the employee during her maternity leave in QPIP or EIP benefits, indemnity and remuneration shall not exceed ninety-three per cent (93%) of the basic salary paid by the College or, if applicable, by the various employers.

#### **7-9.16 Cases ineligible for both the QPIP and the EIP**

An employee who is not entitled to the benefits of the QPIP or the EIP shall also be excluded from any indemnities provided for in clauses 7-9.13 and 7-9.14.

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<sup>1</sup> Ninety-three per cent (93%): this percentage is based on the fact that an employee in this situation is exempt from making contributions to the pension plans and to the QPIP and the EIP, which is equivalent on average to seven per cent (7%) of her salary.

However, a full-time employee who has accumulated twenty (20) weeks of service shall be entitled to an indemnity equal to ninety-three per cent (93%) of her basic weekly salary, for a period of twelve (12) weeks, if she does not receive benefits from a parental rights plan established by another province or territory.

A part-time employee who has accumulated twenty (20) weeks of service shall be entitled to an indemnity equal to ninety-five per cent (95%) of her basic weekly salary, for a period of twelve (12) weeks, if she is not receiving benefits from a parental rights plan established by another province or territory.

If a part-time employee is exempted from making contributions to the pension plan, the QPIP, the percentage of the indemnity shall be set at ninety-three per cent (93%) of her basic weekly salary.

#### **7-9.17**

Maternity leave may be less than twenty-one (21) weeks or twenty (20) weeks, as the case may be. If the employee returns to work within two (2) weeks following the birth of her child, she shall produce, upon the College's request, a medical certificate attesting to her ability to return to work.

### **Section III: Special Pregnancy and Breast-feeding Leave**

#### **7-9.18 Provisional assignment and special leave**

An employee may request a provisional assignment to another position that is vacant or temporarily without an incumbent in the same class of employment or, with the employee's consent and subject to the provisions of the collective agreement, in another class of employment, in the following cases:

- a) she is pregnant and her working conditions entail risks of infectious disease or physical danger to herself or her unborn child;
- b) her working conditions entail risks to the child she is breast-feeding;
- c) she works regularly in front of a cathode-ray screen.

The employee shall produce a medical certificate to this effect as soon as possible.

The College, upon receiving a request for preventive withdrawal, shall notify the Union immediately, indicating the employee's name and the motives for the request.

If he/she agrees, another employee may be assigned provisionally and, after having received the approval of the College, exchange his/her position with the pregnant employee for the duration of the provisional assignment. This provision shall apply insofar as both employees meet the normal requirements of the job.

The employee reassigned to another position and the employee who agrees to occupy her position shall retain the rights and privileges of their regular positions.

If she is not immediately reassigned, the employee shall be entitled to special leave beginning immediately. Unless a provisional assignment occurs subsequently to put an end to this special leave, it shall continue for the pregnant employee until her date of delivery, and for the breast-feeding employee until the end of the breast-feeding period. However, for employees eligible for benefits under the *Act respecting Parental Insurance* (R.S.Q., c. A-29.011), the special leave shall end the fourth (4<sup>th</sup>) week before the due date.

During the special leave provided for in this clause, indemnity is governed by the provisions of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) concerning the preventive withdrawal of pregnant or breast-feeding workers.

However, upon the employee's written request, the College shall pay the employee an advance of the forthcoming indemnity, based on foreseeable payments. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated indemnity, the College shall be reimbursed in accordance with the provisions of the collective agreement concerning overpayments to be collected. However, if the employee exercises her right to request a review of the CSST's decision or to contest such decision before the Commission des lésions professionnelles (CLP), reimbursement shall be payable only once the CSST's administrative review decision or that of the CLP, as the case may be, is rendered.

An employee who regularly works in front of a cathode-ray screen may request that her time in front of the cathode-ray screen be reduced. The College shall then study the possibility of modifying, temporarily and without loss of any of the employee's rights, the duties of an employee who works with a cathode-ray screen, in order to reduce work at the cathode-ray screen to a maximum of two (2) hours per half (½) day of work. If modifications are possible, the College shall assign this employee to other duties she is reasonably able to perform for her remaining time at work.

#### **7-9.19 Other special leave**

An employee shall also be entitled to special leave in the following cases:

- a) when complications arise during pregnancy or there is a sufficient risk of miscarriage for the employee to be required to stop work temporarily for the period specified in a medical certificate; this special leave may not extend beyond the beginning of the fourth (4<sup>th</sup>) week prior to the due date;
- b) upon presentation of a medical certificate prescribing the duration of the leave, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20<sup>th</sup>) week prior to the due date;
- c) for visits to a health care professional that are related to the pregnancy, with a supporting medical certificate or a written report signed by a midwife. In this case, the employee shall

be granted a special leave with pay, for a maximum of four (4) days. These special leaves may be taken in half ( $\frac{1}{2}$ ) days.

#### **7-9.20**

During special leave granted under this section, the employee shall take advantage of the benefits provided for in clause 7-9.52, provided she is normally entitled to them, and those provided for in clause 7-9.54. An employee covered by clause 7-9.19 may also avail herself of the benefits of the sick leave or salary insurance plan. In cases provided for in paragraph c) of clause 7-9.19, the employee shall first avail herself of the four (4) days which are provided for thereof.

### **Section IV: Paternity Leave**

#### **7-9.21**

A male employee shall be entitled to a leave with pay for a maximum of five (5) working days at the time of the birth of his child. The employee shall also be entitled to such leave if his spouse miscarries after the beginning of the twentieth (20<sup>th</sup>) week prior to the due date. This leave may be taken discontinuously and must be taken between the beginning of the actual delivery and the fifteenth (15<sup>th</sup>) day after the mother takes the child home.

One (1) of these five (5) days may be taken for the child's christening or registration.

A female employee shall also be entitled to such leave if she is deemed to be one of the child's mothers.

The employee shall provide the College, as soon as possible, with a notice of leave.

#### **7-9.22**

Upon the birth of his child, a male employee shall also be entitled to paternity leave of a maximum of five (5) weeks, which, subject to clauses 7-9.24 and 7-9.25, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's birth.

If the employee is eligible for the QPIP or the EIP, this leave shall be simultaneous with the period during which benefits are payable under one of these plans and shall begin no later than the week following the beginning of payment of these benefits.

A female employee shall also be entitled to this leave if she is deemed to be one of the child's mothers.

#### **7-9.23 Extension of paternity leave**

An employee who sends the College, before the expiry date of his paternity leave as provided in clause 7-9.22, a written notice accompanied by a medical certificate attesting to the fact that his child's state of health so requires, shall be entitled to an extension of his paternity leave. The duration of this extension shall be as indicated in the medical certificate.



During this extension, the employee shall be deemed to be on leave without pay and shall receive no indemnity or benefit from the College. The employee shall be covered by clause 7-9.53 during this period.

#### **7-9.24 Interruption of paternity leave**

When the child is hospitalized, the employee may interrupt his paternity leave as provided for in clause 7-9.22, upon agreement with the College, and return to work for the duration of the hospitalization.

#### **7-9.25 Discontinuous paternity leave**

Upon the employee's request, the paternity leave provided for in clause 7-9.22 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

- a) If the child is hospitalized: the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of weeks of this hospitalization.
- b) If the employee is on leave because of an accident or illness: the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of full weeks such a situation lasts, up to a maximum of twenty-six (26) weeks within a twelve (12)-month period<sup>1</sup>.

However, the employee may be absent from work for a period of not more than one hundred and four (104) weeks if she suffers serious bodily injury during or resulting directly from a criminal offence that renders him unable to hold her regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the first paragraph, where applicable, and shall not end later than one hundred and four (104) weeks after the commission of the criminal offence<sup>1</sup>.

- c) If the employee is on leave because of a situation covered by sections 79.8 to 79.12 of the Act respecting Labour Standards (R.S.Q., c. N-1.1): the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of full weeks the situation lasts, according to the provisions of clause 7-10.09.

During the leaves provided for in this clause, the employee shall be deemed to be on leave without pay and shall not receive any indemnities or benefits from the College. The employee shall take advantage of the benefits set out in clause 7-9.53 during this period.

#### **7-9.26**

Upon the employee's resumption of his/her interrupted or discontinuous paternity leave under clause 7-9.24 or 7-9.25, the College shall pay the employee any indemnities to which he/she would have been entitled had he/she not interrupted or broken down his/her adoption leave, for the number of weeks remaining under clause 7-9.22, subject to clause 7-9.01.

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<sup>1</sup> Unpaid leave of absence as per article 79.1 of the *Act respecting Labour Standards* (R.S.Q., c. N-1.1).

#### **7-9.27 Cases eligible for the QPIP or the EIP**

During the paternity leave provided for in clause 7-9.22, the employee shall receive an indemnity equal to the difference between his/her basic weekly salary and the amount of benefits he/she is receiving, or would receive upon request, under the QPIP or the EIP.

This indemnity shall be based on the QPIP or EIP benefits to which the employee is entitled, without counting the amounts subtracted from such benefits in reimbursement of benefits, interest, penalties and other amounts recoverable under *An Act respecting Parental Insurance* (R.S.Q., c. A-29.011) or EIP.

However, if a change is made to the amount of the benefit paid by the QPIP or the EIP following a change in the information provided by the College, the amount of the indemnity shall be adjusted accordingly.

When the employee works for more than one employer, the indemnity shall be equal to the difference between one-hundred per cent (100%) of the basic salary paid by the College and the amount of the QPIP or the EIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under *An Act respecting Parental Insurance* (R.S.Q., c. A-29.011) or the EIP.

#### **7-9.28**

The College may not, through the indemnity it pays out to an employee on paternity leave, compensate for the reduction in benefits from the QPIP or the EIP attributable to remuneration from another employer.

Notwithstanding the provisions of the preceding paragraph, the College shall pay such compensation if the employee can demonstrate, by providing a letter to this effect from the employer paying the remuneration, that the remuneration is a regular salary. If the employee can demonstrate that only part of the remuneration is a regular salary, the compensation shall be limited to that percentage.

The employer that pays the regular salary provided for in the preceding paragraph must, upon the employee's request, produce such letter.

The total amount received by the employee during his/her paternity leave in QPIP or EIP benefits, indemnities and remuneration shall not exceed one-hundred per cent (100%) of the basic salary paid by the College or, if applicable, by the various employers.

#### **7-9.29 Case not eligible for the QPIP nor the EIP**

An employee who is not eligible for QPIP paternity benefits nor for EIP parental benefits receives, during the paternity leave provided for in clause 7-9.22, an indemnity equal to his/her basic weekly salary.

## **Section V: Adoption Leave and Leave for Purposes of Adoption**

### **7-9.30**

An employee who legally adopts a child, other than his/her spouse's child, shall be entitled to a maximum of five (5) working days of leave with salary.

This leave may be broken down and may not be taken after fifteen (15) days have elapsed after the child arrives at home.

One (1) of these five (5) days may be taken for the child's christening or registration.

The employee provides the College, as soon as possible, with a notice of leave.

### **7-9.31**

An employee who legally adopts his/her spouse's child shall be entitled to a maximum of five (5) working days of leave, the first two (2) of which shall be paid.

This leave may be broken down, and may not be taken after fifteen (15) days have elapsed after the submission of the adoption request.

The employee provides the College, as soon as possible, with a notice of leave.

### **7-9.32**

An employee who legally adopts a child other than his/her spouse's child shall be entitled to a maximum of five (5) weeks of adoption leave, which, subject to clauses 7-9.34 and 7-9.35, must be taken consecutively. This leave shall end no later than at the end of the fifty-second (52<sup>nd</sup>) week after the child arrives at home.

For an employee who is eligible for the QPIP or for the EIP, this leave shall be taken simultaneously with the period during which benefits are paid by either one of the plans and must begin no later than the week following the start of such benefits.

For an employee who is not eligible for the QPIP or for the EIP, the leave must be taken after the placement order or its equivalent in the case of an international adoption, in accordance with the adoption plan, or at another time agreed upon with the College.

### **7-9.33 Extension of adoption leave**

An employee who sends the College, before the expiry date of his/her adoption leave as provided for in clause 7-9.32, a written notice accompanied by a medical certificate attesting to the fact that his/her child's state of health so requires, shall be entitled to an extension of his/her adoption leave. The duration of this extension shall be as indicated in the medical certificate.

During this extension, the employee shall be deemed to be on leave without pay and shall receive no indemnity or benefit from the College. The employee shall be covered by clause 7-9.53 during this period.

#### **7-9.34 Interruption of adoption leave**

When the child is hospitalized, the employee may interrupt his/her adoption leave as provided for in clause 7-9.32, upon agreement with the College, and return to work for the duration of the hospitalization.

#### **7-9.35 Discontinuous adoption leave**

Upon the employee's request, the adoption leave provided for in clause 7-9.32 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

- a) If the child is hospitalized: the maximum number of weeks of interruption of adoption leave shall be equivalent to the number of weeks of this hospitalization;
- b) If the employee is on leave because of an accident or illness: the maximum number of weeks of interruption of the leave shall be equivalent to the number of full weeks such a situation lasts, up to a maximum of twenty-six (26) weeks within a twelve (12)-month period<sup>1</sup>.

However, the employee may be absent from work for a period of not more than one hundred and four (104) weeks if she suffers serious bodily injury during or resulting directly from a criminal offence that renders him unable to hold her regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the first paragraph, where applicable, and shall not end later than one hundred and four (104) weeks after the commission of the criminal offence<sup>1</sup>.

- c) If the employee is on leave because of a situation covered by sections 79.8 to 79.12 of the *Act respecting Labour Standards* (R.S.Q., c. N-1.1): the maximum number of weeks of interruption of the leave shall be equivalent to the number of full weeks this situation lasts, according to the provisions of clause 7-10.09.

During the leaves provided for in this clause, the employee shall be deemed to be on leave without pay and shall receive no indemnity nor benefit from the College. The employee shall take advantage of the benefits set out in clause 7-9.53 during this period.

#### **7-9.36**

Upon the employee's resumption of his/her interrupted or discontinuous adoption leave under clauses 7-9.34 and 7-9.35, the College shall pay the employee any indemnities to which he/she would have been entitled had he/she not interrupted or broken down his/her adoption leave, for the number of weeks remaining under clause 7-9.32, subject to clause 7-9.01.

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<sup>1</sup> Unpaid leave of absence as per article 79.1 of the *Act respecting Labour Standards* (R.S.Q., c. N-1.1).

#### **7-9.37 Cases eligible for the QPIP or the EIP**

During the adoption leave provided for in clause 7-9.32, the employee shall receive indemnity equal to the difference between his/her basic weekly salary and the amount of benefits he/she is receiving, or would receive upon request, under the QPIP or the EIP.

This indemnity shall be based on the QPIP or EIP benefit to which the employee is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the *Act respecting Parental Insurance* (R.S.Q., c. A-29.011) or the EIP.

However, if a change is made to the amount of the benefit paid by the QPIP or the EIP following a change in the information provided by the College, the amount of the indemnity shall be adjusted accordingly.

When the employee works for more than one employer, the indemnity shall be equal to the difference between one hundred per cent (100%) of the basic weekly salary paid by the employer and the amount of the QPIP or EIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the *Act respecting Parental Insurance* (R.S.Q., c. A-29.011) or EIP.

#### **7-9.38**

The College cannot, in the indemnity it pays out to an employee on adoption leave, compensate for the reduction in benefits from the QPIP or EIP attributable to remuneration from another employer.

Notwithstanding the preceding paragraph, the College shall pay such compensation if the employee can demonstrate, by providing a letter to this effect from the employer paying the remuneration, that the remuneration is a regular salary. If the employee can demonstrate that only part of the remuneration is a regular salary, the compensation shall be limited to that percentage.

The employer that pays the regular salary provided for in the preceding paragraph must, upon the employee's request, produce such a letter.

The total amount received by the employee during his/her adoption leave in QPIP or EIP benefits, indemnities and remuneration, shall not exceed one hundred per cent (100%) of the basic salary paid by the College or, if applicable, by the various employers.

#### **7-9.39 Cases ineligible for both the QPIP and the EIP**

An employee who is not entitled to adoption benefits under the QPIP or parental benefits under the EIP who adopts a child other than the child of his/her spouse shall receive, during the adoption leave provided for in clause 7-9.32, an indemnity equal to his/her basic weekly salary.

#### **7-9.40 Leave without pay for the purposes of adoption**

An employee shall be entitled, for the adoption of a child other than the child of his/her spouse, to leave without pay of no more than ten (10) weeks following the date he/she takes charge of the child.

An employee who travels outside Québec for the adoption of a child other than the child of his/her spouse shall receive, upon written request to the College, if possible two (2) weeks in advance, leave without pay for the time it takes to pick up the child.

However, the adoption leave shall end no later than the week following the start of QPIP benefits and the provisions of clause 7-9.32 shall apply.

During such leave, the employee shall take advantage of the same benefits as those related to a leave without pay or part-time leave without pay provided for in clause 7-4.53.

### **Section VI: Leave Without Pay and Partial Leave Without Pay**

#### **7-9.41**

- a) The employee shall be entitled to one of the following leaves:
  - i) a leave without pay for a maximum duration of two (2) years which immediately follows the maternity leave shall be granted to the employee as an extension of the maternity leave provided for in clause 7-9.06;
  - ii) a leave without pay for a maximum duration of two (2) years which immediately follows the paternity leave provided for in clause 7-9.22. However, the duration of the leave shall not exceed the 125<sup>th</sup> week following the child's birth;
  - iii) a leave without pay for a maximum duration of two (2) years which immediately follows the adoption leave provided for in clause 7-4.32. However, the duration of the leave shall not exceed the 125<sup>th</sup> week following the child's arrival at home.

A full-time employee who does not take this leave is entitled to take partial leave without pay spread out over a maximum period of two (2) years. However, the duration of the leave shall not exceed the 125<sup>th</sup> week following the child's birth or the child's arrival at home.

Once only, during the course of this leave and upon written request submitted at least thirty (30) days in advance, an employee may make one of the following changes:

- from leave without pay to partial leave without pay or vice versa, as the case may be;
- from partial leave without pay to a different type of partial leave without pay.

A part-time employee shall also be entitled to such partial leave without pay. However, the other provisions of the collective agreement concerning the determination of the number of hours of work shall continue to apply.

An employee who does not take the leave without pay or the partial leave without pay to which he/she is entitled, may benefit from the unused portion of his/her spouse's leave, either as leave without pay or partial leave without pay, at his/her discretion, by complying with the necessary formalities.

If the employee's spouse is not an employee of the public or parapublic sector, he/she may avail himself/herself of a leave provided for above at the time of his/her choice within two (2) years following the birth or the adoption, without however exceeding the set limit of two (2) years from the date of birth or adoption.

- b) An employee who does not avail himself/herself of the leave provided for in paragraph a) may take, following the birth or adoption of his/her child, an unpaid leave for a maximum of fifty-two (52) consecutive weeks, beginning at a time chosen by the employee and ending no later than seventy (70) weeks after the child's birth or, in the case of an adoption, seventy (70) weeks after the child has come under his/her care.

#### **7-9.42 Discontinuous leave without pay**

Before the expiry of the first fifty-two (52) weeks of the full-time leave without pay, the employee may break down his/her leave according to the provisions provided for in clause 7-9.11, by making the necessary adaptations.

The employee shall take advantage of the benefits provided for in clause 7-9.53 during this period.

During such discontinuous leave provided for in this clause, the employee shall be considered on leave without pay and shall receive no indemnity or benefit from the College.

#### **7-9.43 Leave for parental responsibilities**

Leave without pay or partial leave without pay of up to one (1) year shall be granted to an employee whose minor child is experiencing socioaffective development problems or who has a physical handicap or a prolonged illness requiring the employee's presence. The terms and conditions of this leave shall be established by agreement between the employee and the College. The College shall send the Union a copy of such agreement.

The employee shall take advantage of the benefits provided for in clause 7-9.53 during this period.

## **Section VII: Various Provisions**

### **Calculation and Payment of the Indemnity**

#### **7-9.44**

For the purpose of calculating and paying the maternity leave indemnity provided for in clause 7-9.13, 7-9.14 or 7-9.16, the paternity leave indemnity provided for in clause 7-9.27 or 7-9.29 and the adoption leave indemnity provided for in clause 7-9.37 or 7-9.39, the following provisions apply:

- a) No indemnity shall be paid during vacation periods for which the employee receives remuneration.
- b) In the case of an employee eligible for the QPIP, unless the employee is paid weekly, the indemnity shall be paid every two (2) weeks, the first (1<sup>st</sup>) instalment to be paid fifteen (15) days after the College has received proof that the employee is receiving benefits from this plan.

In the case of an employee eligible for the EIP, the indemnity payable for the first two (2) weeks shall be paid by the College in the first two (2) weeks of the leave. Unless the employee is paid weekly, the indemnity payable after this date shall be paid every two (2) weeks, the first (1<sup>st</sup>) instalment to be paid fifteen (15) days after the College has received proof that the employee is receiving benefits from this plan.

For the purposes of this paragraph, proof shall consist of a statement of benefits and information provided by the Ministère de l'Emploi et de la Solidarité Sociale or by HRSDC in an official statement.

- c) In the case of a maternity leave only, the service shall be calculated for all public and parapublic sector employees (public service, education, health and social services), health and social services agencies, agencies for which standards and rates of remuneration are determined by law in accordance with the conditions defined by the Government (Appendix "L"), the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires, and any other agency appearing in Schedule C of the *Act respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors* (R.S.Q., c. R-8.2).

Moreover, the requirement of twenty (20) weeks of service under clauses 7-9.13, 7-9.14 and 7-9.16 shall be deemed to be satisfied, if applicable, if the employee has satisfied this requirement with one or the other of the employers mentioned in this paragraph.

- d) The basic weekly salary of a part-time employee shall be his/her average basic weekly salary for the twenty (20) weeks preceding his/her leave. The twenty (20)-week period prior to the leave of the employee shall, for the purpose of establishing his/her average basic weekly salary, exclude all layoff periods.



If, during this period, the employee has received benefits based on a certain percentage of his/her regular salary, it is understood that his/her basic salary for his/her leave shall be based on the basic salary on which such benefits were based.

In addition, any period during which an employee on special leave provided for in clause 7-9.18 is not receiving any indemnities from the Commission de la santé et de la sécurité du travail du Québec (CSST) shall be excluded for the purposes of calculating her average basic weekly salary.

If the period of twenty (20) weeks preceding a part-time employee's leave includes the date on which the salary rates and scales are increased, the employee's basic weekly salary shall be based on the salary rate in effect at that date. If the leave includes this date, the basic weekly salary shall be adjusted on that date in accordance with the applicable salary scale adjustment formula.

The provisions of this paragraph shall constitute one of the express stipulations mentioned in clause 7-9.05.

- e) In the case of a temporary layoff, the leave indemnity to which the employee is entitled under the collective agreement and which is paid by the College, shall end on the date of the temporary layoff of the employee.

Subsequently, when the employee temporarily laid off is called back to work in accordance with the collective agreement, the leave indemnity shall be re-established as of the date the employee returns to his/her position.

The weeks for which the employee received the leave indemnity and the weeks during the layoff period shall be deducted from the number of weeks to which the employee is entitled. The leave indemnity shall be re-established for the number of weeks remaining.

#### **7-9.45**

An employee who receives a premium for regional disparities under this collective agreement shall continue to receive such premium during maternity leave, as provided for in clause 7-9.06, paternity leave, as provided for in clause 7-9.22, or adoption leave, as provided for in clause 7-9.32.

Notwithstanding the preceding, in the case of the maternity leave, the total amount of parental insurance and Employment Insurance benefits, indemnities and premiums received by the employee shall not exceed ninety-five per cent (95%) of his/her basic salary plus any premium for regional disparities.

## **Notices and Prior Notices**

### **7-9.46 Maternity leave**

To avail herself of maternity leave, as provided for in clause 7-9.06, an employee must give the employer prior notice in writing at least two (2) weeks before the date of her departure. A medical certificate or a written report signed by a midwife attesting to the pregnancy and indicating the due date must accompany the notice.

The time limit for giving prior notice may be reduced upon submission of a medical certificate stating that the employee must leave work sooner than planned. In unforeseeable circumstances, the employee may take maternity leave without giving such prior notice, provided that a medical certificate stating that she must stop work at once is submitted to the employer.

### **7-9.47 End of maternity leave**

The College shall send the employee, during the fourth (4<sup>th</sup>) week preceding the expiry of her maternity leave, a notice indicating the expected date of expiry of the maternity leave.

An employee who receives the above notice shall report to work at the expiry of her maternity leave, unless the leave is extended under clause 7-9.41.

An employee who does not comply with the preceding paragraph shall be deemed to be on leave without pay for a period not exceeding four (4) weeks. At the end of this period, if the employee has not reported to work, she shall be deemed to have resigned.

### **7-9.48 Paternity and adoption leave**

The paternity leave provided for in clause 7-9.22, the adoption leave provided for in clause 7-9.32 and the full-time leave without pay provided for in clause 7-9.41 shall be granted upon written request submitted at least three (3) weeks in advance, which shall include the date of return to work. However, this timeframe may be shorter if the birth occurs before the due date.

### **7-9.49 End of paternity or adoption leave**

An employee must report for work at the expiry of his/her paternity leave provided for in clause 7-9.22 or his/her adoption leave provided for in clause 7-9.32, unless he/she takes the opportunity of a leave without pay as provided for in clause 7-9.41.

An employee who does not conform to the foregoing is considered to have taken leave without pay for a period of no more than four (4) weeks. At the end of this period, an employee who does not report for work is deemed to have resigned.

### **7-9.50 Leave without pay**

A full-time leave without pay provided for in clause 7-9.41 shall be granted upon written request submitted at least three (3) weeks in advance, which must specify the date of return to work.

Partial leave without pay provided for in clause 7-9.41 shall be granted upon written request submitted at least thirty (30) days in advance, which must specify the date of return to work.

The request must also specify the arrangements for the leave, as they pertain to the employee's position. In case of disagreement with the College concerning the number of days per week, the employee is entitled to a maximum of two and a half (2½) days per week or the equivalent, for up to two (2) years. The employee and the College may reach at all times an agreement concerning the arrangements of the leave.

In the case of a part-time employee who takes a partial leave without pay, he/she and the College may reach an agreement concerning the arrangements of the leave.

#### **7-9.51 End of the leave without pay**

An employee, who has been notified four (4) weeks in advance by the College of the end of his/her leave without pay, must give advance notice of his/her return to work at least two (2) weeks before that expiration date of such a leave. If the employee has not reported to work on the date at which the leave was scheduled to end, he/she shall be deemed to have resigned.

An employee who wishes to end his/her leave without pay before its scheduled expiry shall give written notice of his/her intention to return to work at least twenty-one (21) days in advance. In the case of a leave without pay exceeding fifty-two (52) weeks, such notice shall be submitted at least thirty (30) days in advance.

### **Benefits**

#### **7-9.52**

During maternity leave provided for in clause 7-9.06, during the first six (6) weeks of an extension provided for in clause 7-9.09, during paternity leave provided for in clauses 7-9.21 and 7-9.22, and during adoption leave provided for in clauses 7-9.30, 7-9.31 and 7-9.32, the employee shall take advantage of the following benefits, provided he/she is normally entitled to them:

- life insurance;
- health insurance, if he/she pays his/her portion of the premiums;
- accumulation of vacation time;
- accumulation of sick days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for the purpose of job security;
- the right to apply for a posted position and to obtain it in accordance with the provisions of the collective agreement as if he/she were at work.

The employee may postpone up to four (4) weeks of annual vacation if such vacation falls during her maternity leave and if she sends written notice to the College two (2) weeks before the expiry of her maternity leave, indicating the new vacation dates.

An employee may take his/her postponed annual vacation immediately before his/her leave without pay or partial leave without pay provided there is no discontinuity with his/her paternity leave, maternity leave or adoption leave, as the case may be.

**7-9.53**

During leave without pay, the employee accumulates seniority, retains job experience and continues to participate in the basic health insurance plan applicable to him by paying his/her portion of the premiums for the first fifty-two (52) weeks of leave and all premiums for subsequent weeks. Moreover, he/she may continue to participate in the other supplementary insurance plans applicable to him, provided he/she so requests at the beginning of the leave and pays all premiums.

During partial leave without pay, the employee accumulates seniority on the same basis as before the start of such leave and is subject, for his/her work preformed, to the dispositions governing part-time personnel.

Notwithstanding the preceding paragraphs, the employee shall cumulate job experience, for salary purposes during the first fifty-two (52) weeks of leave without pay or a partial leave without pay.

**7-9.54**

Upon return from his/her maternity leave provided for in clause 7-9.06, paternity leave provided for in clauses 7-9.21 and 7-9.22, adoption leave provided for in clauses 7-9.30, 7-9.31 and 7-9.32, leave without pay for the purpose of adoption provided for in clause 7-9.40, or leave without pay or partial leave without pay provided for in clause 7-9.41, the employee shall return to his/her position or, if applicable, to a position obtained at his/her request during the leave, in accordance with the provisions of the collective agreement.

In the case where his/her position has been abolished or if he/she has been displaced, the employee shall be entitled to the benefits he/she would have taken advantage of had he/she been at work.

Similarly, upon return from his/her maternity leave provided for in clause 7-9.06, paternity leave provided for in clauses 7-9.21 and 7-9.22, adoption leave provided for in clauses 7-9.30, 7-9.31 and 7-9.32, leave without pay for the purpose of adoption provided for in clause 7-9.40, or leave without pay or partial leave without pay provided for in clause 7-9.41, the employee who does not hold a position shall return to the assignment he/she held immediately before the leave began if the assignment is still valid when he/she returns to work. If the assignment has terminated, the employee shall be entitled to any other assignment, in accordance with the provisions of the collective agreement.

## **Article 7-10.00 - Special Leaves of Absence**

### **7-10.01**

The employee, unless he/she is receiving salary insurance benefits or taking advantage of another type of leave, shall be entitled to leave with pay in the following cases:

- a) his/her wedding or civil union: five (5) consecutive working days including the day of the wedding or civil union; after agreement with the College, the employee may take two (2) additional weeks of leave without pay;
- b) the wedding or civil union of his/her father, mother, son, daughter, brother or sister: the day of the wedding or civil union;
- c) the death of his/her spouse or child: five (5) working days, including the day of the funeral;
- d) the death of his/her father, mother, brother or sister: three (3) working days including the day of the funeral;
- e) the death of his/her father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather or grandmother, when the deceased lived in the employee's home: three (3) working days, including the day of the funeral;
- f) the death of his/her father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather or grandmother, when the deceased did not live in the employee's home: the day of the funeral;
- g) the death of his/her grandson or granddaughter: the day of the funeral;
- h) when he/she moves: the moving day; however, an employee shall not be entitled to more than a one (1) day of leave per contract year;
- i) any act of God (disaster, fire, flood, etc.) which obliges an employee to be absent from work: the number of days determined by the College after agreement with the employee;
- j) a quarantine ordered by a competent medical authority: the number of days set by this competent medical authority.

In the cases mentioned in paragraphs c), d) and e) of this clause, the employee may postpone a day of leave to attend the burial of the deceased if such burial takes place at a later date.

Subject to the preceding paragraph, in the cases mentioned in paragraphs c), d) and e), the leave may be taken on a discontinuous basis within a ten (10)-day period.

**7-10.02**

In the events covered by paragraphs b), d) and f) of clause 7-10.01, the employee shall be entitled to one (1) extra day of leave if the event takes place at least two hundred forty kilometres (240 km) from his/her place of residence, and to two (2) extra days if it takes place at least four hundred eighty kilometres (480 km) from his/her residence.

**7-10.03**

In all cases, the employee must inform his/her immediate supervisor and produce, upon request, whenever possible, proof or attestation of these events. In this article the terms "day of leave" shall refer to a full twenty-four (24)-hour period.

**7-10.04**

An employee who is called to act as a juror or a witness in a case shall not lose any pay and the College shall maintain his/her salary as if he/she were at work during the period of absence. However, he/she must give the College the compensation received as a witness or juror, except the amounts allocated by law as expenses in addition to the aforementioned compensation. In no case shall the requested refund exceed the employee's regular salary.

**7-10.05**

The employee who submits a request to the College using the prescribed form shall be entitled to obtain, for urgent and serious reasons, an authorization for leave without loss of pay. The reasons set forth in support of his/her request must be stated on the form submitted by the employee to the College.

**7-10.06**

An employee may, for any personal reason, take at least one half (1/2) day off work at a time, up to a maximum of three (3) days per contract year. Such time off shall be deducted from the employee's bank of days of sick leave without cash surrender value. If the employee's bank of days of sick leave without cash surrender value is empty, the time off shall be without pay.

**7-10.07**

Upon request, an employee may take leave from work without loss of pay for the time during which he/she undergoes official admission examinations in an educational institution recognized by the Ministère.

**Leave for family reasons****7-10.08**

The employee may take leave from work for up to ten (10) days per year to fulfill obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of the employee's spouse, father, mother, brother, sister or one of the employee's grandparents.

The employee must advise the College of his/her absence as soon as possible<sup>1</sup>.

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<sup>1</sup> Source: article 79.7 of the *Act respecting Labour Standards* (R.S.Q., c. N-1.1).

These absences shall be deducted from the non-refundable sick-leave bank, or alternatively they shall be deducted from refundable sick-leave bank, or alternatively they are without pay.

These absences may be taken in half-days.

#### **7-10.09**

- a) A leave without pay for up to twelve (12) weeks over a twelve (12)-month period shall be granted to an employee when he/she must stay with his/her child, spouse, the child of his/her spouse, his/her father, his/her mother, the spouse of his/her father or mother, his/her brother, his/her sister or one of his/her grandparents due to a serious illness or a serious accident.

The employee may extend his/her leave without pay up to a maximum of one hundred and four (104) weeks in the following cases:

- if his/her minor child has a serious and potentially mortal illness, as attested by a medical certificate;
  - if he/she must stay with his/her minor child who suffered serious bodily injury during or resulting directly from a criminal offence that renders the child unable to carry on regular activities.
- b) A leave without pay for up to fifty-two (52) weeks shall be granted to an employee if his/her minor child has disappeared. If the child is found before the expiry of the maximum duration of fifty-two (52) weeks, that period shall end on the 11th day that follows the day on which the child is found.
- c) A leave without pay for up to fifty-two (52) weeks shall be granted to an employee if the employee's spouse or child commits suicide.
- d) A leave without pay for up to one hundred and four (104) weeks shall be granted if the death of the employee's spouse or child occurs during or results directly from a criminal offence.

In all cases of leave provided for in this clause, the employee shall advise the College as soon as possible of the reasons for such a leave and shall provide, upon request, evidence to account for such absences.

In all cases of leave provided for in this clause, the College shall confirm in writing to the employee the leave that is being granted, specifying the terms and conditions.

Moreover, articles 79.13 to 79.16 of the *Act respecting the Labour Standards* (R.S.Q., c. N-1.1) shall apply to the leaves provided for in this clause.

#### **7-10.10**

During one of the leaves provided for in clauses 7-10.08 and 7-10.09, the provisions of clauses 7-9.46, 7-9.53 and 7-9.54 shall apply with the necessary adjustments.

### **Article 7-11.00 - Leave Without Pay**

#### **7-11-01**

The College may grant a regular employee who so requests in writing leave without pay. If the leave is for more than thirty (30) days, the College shall consult the LRC. In the case of leave without pay for thirty (30) days or less, the Union shall be informed of the request as well as of the College's response.

#### **7-11.02**

The duration of the leave without pay shall not exceed twelve (12) months and may be extended following agreement between the parties.

However, in case of leave for the purposes of education or professional development, the leave shall be granted for the normal duration of the program, provided that the employee supplies, each year, satisfying proof that he/she has actually taken the program.

The leave for the purposes of education or professional development shall end automatically if the employee does not present this proof. Furthermore, the employee shall be deemed to be on leave without pay by virtue of the provisions of clause 7-11.01 and, if applicable, on an extension of such leave since the beginning of the year for which such proof has not been supplied.

#### **7-11.03**

An employee who has acquired job security shall, after a written request at least thirty (30) days in advance, benefit from leave without pay of one (1) year. Such leave must be based on the number of regular hours of the employee's position and can only be obtained once every five (5) years.

#### **7-11.04**

Upon expiry of the leave, the employee shall resume his/her position, subject to the provisions relating to job security. An employee who fails to report to work upon expiry of such leave shall be deemed to have resigned, except for those leaves authorized by virtue of the collective agreement, in which case the employee must immediately inform the College of the reasons for his/her absence.

#### **7-11.05**

An employee on leave without pay shall continue to participate in the basic health insurance plan by paying all premiums.

He/she may also continue to participate in other applicable insurance plans, provided he/she so requests at the beginning of the leave and pays all premiums.



An employee who fails to comply with the provisions of the preceding paragraph shall be deemed to have ceased participating in said plans as of the beginning of the leave.

**7-11.06**

For information purposes and subject to the provisions of the *Act respecting the Government and Public Employees Retirement Plan* (R.S.Q., c. R-10):

- An employee who takes leave without pay of less than thirty (30) days must continue to participate in the retirement plan.
- An employee who takes leave without pay of thirty (30) days or more, or partial leave without pay representing more than twenty per cent (20%) of a regular full-time work schedule may buy back all or part of the leave for purposes of participating in the retirement plan.

**7-11.07**

An employee who wishes to terminate his/her leave without pay before the date provided for must give written notice of his/her intention at least two (2) months before his/her return.

**Article 7-12.00 - Leave to Hold Public Office**

**7-12.01**

The College recognizes the employee's right to participate in public affairs as any other citizen.

**7-12.02**

Upon written request thirty (30) days prior to the date of his/her departure, the employee shall obtain from the College leave without pay of no more than three (3) months in order to run as a candidate in any election: federal, provincial, municipal or school.

**7-12.03**

If the employee is defeated, and if he/she so desires, at the end of his/her leave without pay, he/she may resume his/her former position with the same rights and privileges that he/she had acquired on the date of his/her departure, subject to articles 5-4.00, 5-5.00 and 5-6.00. If he/she does not resume his/her position, he/she shall be deemed to have resigned.

**7-12.04**

If the employee is elected in a provincial, federal or municipal election, he/she shall obtain, after having informed the College, unpaid leave for the duration of his/her mandate, if this mandate requires a full-time commitment on his/her part.

**7-12.05**

An employee elected in a provincial, federal or municipal election may, in accordance with the order of priority provided for in clause 5-2.03, upon the expiry of his/her mandate, take a position

similar to that which he/she held at the time of his/her leave without pay, as soon as such a position becomes available.

Within the twenty-one (21) days following the expiry of his/her mandate, the employee must notify the College of his/her decision to avail himself/herself of this article. If he/she fails to do so, he/she shall be deemed to have resigned.

**7-12.06**

An employee elected in a municipal or school election, or to the board of directors of a hospital, CLSC or regional council created by the Government, shall benefit from leave without pay for meetings or official activities of his/her elected position, after having informed the College.

**7-12.07**

The College recognizes the employee's right to be appointed to a government board of inquiry and to be granted a leave without pay for the duration of his/her mandate.

Upon written request thirty (30) days prior to the date of his/her departure, the employee shall obtain from the College leave without pay for the duration of such mandate.

Upon the expiry of his/her mandate, the employee shall return to the position he/she held at the time of his/her departure, subject to articles 5-4.00, 5-5.00 and 5-6.00, with the rights and privileges that he/she had acquired. The employee must send written notice to the College at least thirty (30) days before his/her return.

**7-12.08**

An employee on leave without pay to hold public office shall continue to participate in the basic health insurance plan by paying all premiums.

**7-12.09**

The parties may, by local agreement, decide to amend or replace this article.

**Article 7-13.00 - Leave Fostering the Organization of Working Time**

**A) Terms and Conditions**

**7-13.01**

The College agrees to implement measures fostering the organization of working time.

**7-13.02**

The provisions set out in this article shall apply to regular employees.

However, in the cases provided for in B) and E), leave may only be taken at the end of the plan, before the employee has acquired job security.

The College shall inform the Union of any request for leave that is refused.

**B) Sabbatical Leave with Deferred or Advance Pay Plan**

**7-13.03**

An employee may obtain, after agreement, a sabbatical leave with deferred or advance pay. However, in cases where the leave occurs at the end of the plan, the College cannot refuse the employee's request without a valid reason.

The leave with deferred or advance pay plan makes it possible for an employee to benefit from a paid leave. However, the plan does not allow an employee to postpone income taxes nor does it generate added benefits upon retirement.

**7-13.04**

The leave with deferred or advance pay plan shall consist of a work period and a period of leave.

In leave with deferred pay, the period of leave is taken after the full work period.

In leave with advance pay, the period of leave is taken before part or all of the work period.

**7-13.05**

The duration of the plan may be two (2), three (3), four (4) or five (5) years.

The duration of the plan may, however, be extended in the cases and in the manner provided for in clauses 7-13.16, 7-13.19 and 7-13.20. Nevertheless, the leave must begin at the latest after a period of six (6) years following the date on which amounts began to be deferred.

**7-13.06**

The duration of the leave may be from six (6) months to one (1) year. The leave itself may not be interrupted for any reason whatsoever.

**7-13.07**

An employee who wishes to benefit from such leave shall apply in writing to the College.

This application shall include the proposed duration of the plan and of the leave, as well as the proposed dates of the beginning and the end of the leave and of the plan.

**7-13.08**

Only an employee who is not on availability shall be eligible for such leave.

The College shall not accept the application of a disabled employee or an employee on leave without pay.

**7-13.09**

At the end of the period of leave or of the leave provided for in article 7-9.00, the employee shall return to his/her position and shall remain in the College's employ for a period at least equivalent to the duration of the leave, subject to the provisions of the collective agreement.

**7-13.10**

During each year of participation in the plan, the employee shall receive the percentage of his/her salary as outlined in the following table, in accordance with the duration of the plan and the leave:

Period of participation in the plan                      2 years                      3 years                      4 years                      5 years

Duration of the leave	Percentage of salary			
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.83%	80.56%	85.42%	88.33%
8 months		77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.17%	83.33%
11 months			77.08%	81.67%
12 months			75.00%	80.00%

The salary to which the above percentage is applied shall be the salary that the employee would receive were he/she not participating in the plan.

During the work period, the employee shall be entitled to all applicable premiums. The employee, however, shall not be entitled to any premiums while on leave.

**7-13.11**

While on leave, the employee may not receive any other remuneration from the College or from any other person or association with which the College has any ties other than the remuneration corresponding to the percentage of salary allowed by the plan.

**7-13.12**

For the duration of the employee's participation in the plan, his/her workload shall be the same as it would be if he/she were not participating in the plan.

**7-13.13**

Subject to the provisions of this article, the employee shall be entitled to all benefits granted by the collective agreement to which he/she would be entitled if he/she were not participating in the plan. However, the period of leave provided for in the plan cannot be used for the purpose of acquiring vacation time.

**7-13.14**

For the purposes of calculating pension benefits, the employee shall be credited with one (1) year of service for every year he/she participates in the sabbatical leave with deferred or advance pay plan, as well as an average salary based on the salary he/she would have received had he/she not participated in the plan.

The employee's contributions to a pension plan while participating in the sabbatical leave with deferred or advance pay plan shall be established in accordance with the applicable act respecting retirement plans.

**7-13.15**

If an employee leaves the employ of the College, retires or withdraws from the plan, the plan shall terminate immediately and the following terms and conditions shall apply:

- a) if the employee has already taken the leave, he/she shall reimburse, without interest, the amount received during the leave, less the amount already deducted from his/her salary during the work period in accordance with clause 7-13.10;
- b) if the employee has not already taken the leave, the College shall reimburse, without interest, the difference between the salary he/she would have received had he/she not participated in the plan and the salary he/she has actually received since the beginning of the plan;
- c) if the employee is on leave, the amount owed by the employee or by the College shall be established in the following manner: the amount received by the employee during the leave, less the amount already deducted from the employee's salary during the work period in accordance with clause 7-13.10. If the result is negative, the College shall reimburse the employee for the balance. If the result is positive, the employee shall reimburse the College for the balance;
- d) the employee's rights with regard to pension plans shall be those he/she would have been entitled to had he/she never participated in the sabbatical leave with deferred or advance pay plan. For example, if the leave has already been taken, the contributions made during that period shall be used to compensate for reduced contributions during the work period; however, the employee may buy back missing years of service under the same conditions as those relating to leave without pay (two hundred per cent [200%] RREGOP, one hundred per cent [100%] TPP and CSSP). On the other hand, if the leave has not been taken, the contribution required to validate the total number of years worked shall be deducted from the salary refund made to the employee.

When the employee is obliged to reimburse the College, he/she may reach an agreement with the College as to the method of repayment.

**7-13.16**

For the duration of the plan, total leave without pay, for whatever reason, with or without authorization, shall not exceed twelve (12) months. Should total leave without pay, for whatever reason, with or without authorization, exceed twelve (12) months, the plan shall terminate on the date the twelve (12)-month limit is reached, and the terms and conditions provided for in paragraphs a), b), c) and d) of clause 7-13.15 shall apply, with the necessary adjustments.

When total leave without pay, for whatever reason, with or without authorization, is equal or less than twelve (12) months, the duration of the plan shall be extended for a period equal to that of the total leave without pay.

**7-13.17**

If the employee is placed on availability during the plan, the plan shall terminate on the date of the employee's placement on availability, and the terms and conditions provided for in clause 7-13.15 shall apply without loss of rights with respect to the pension plan. Any surplus salary paid to the employee shall not be claimed and a full year's service shall be credited for each full year of participation in the plan. Any unpaid salary shall be reimbursed and shall not be subject to contributions to the pension plan.

**7-13.18**

If the employee dies while participating in the plan, the plan shall terminate on the date of death, and the terms and conditions provided for in clause 7-13.15 shall apply. However, any surplus salary paid to the employee shall not be claimed, and unpaid salary shall be reimbursed and shall not be subject to contributions to the pension plan.

**7-13.19**

If an employee becomes disabled under the terms of article 7-14.00 while participating in the plan, the following terms and conditions shall apply:

a) If the disability occurs during the leave:

The disability shall be presumed not to exist during the leave and shall be deemed to have begun on the date the employee is due back to work at the end of the leave.

During the leave, the employee shall be entitled to the salary provided for under the terms of the plan. As of the date set for his/her return to work, if he/she is still disabled, the employee shall be entitled to the salary insurance benefit provided for in the collective agreement as long as he/she is covered by the plan. The salary insurance benefit shall be based on the salary established under the plan. If the employee is still disabled at the end of the plan, he/she shall receive a salary insurance benefit based on his/her regular salary.

b) If the disability occurs after the leave:

The employee shall continue to participate in the plan and the salary insurance benefit shall be based on the salary established under the Plan, as long as the disability lasts. Upon expiry of the plan, if the employee is still disabled, he/she shall receive a salary insurance benefit based on his/her regular salary.

c) If the disability begins and ends prior to the period of leave:

The employee shall continue to participate in the plan and the salary insurance benefit shall be based on the salary established under the plan for the duration of the disability.

- d) If the disability begins prior to the period of leave and continues past the beginning of the leave. In this case, the employee shall choose one of the following options:
- i) Continue participating in the plan and postpone the leave to a later date when he/she is no longer disabled. The employee shall be entitled to a salary insurance benefit based on the salary established under the plan. If he/she is still disabled in the last year of the plan, the plan shall be interrupted from the beginning of the last year until the end of the disability. During this interruption, the employee shall be entitled to a salary insurance benefit based on his/her regular salary.
  - ii) Put an end to the plan and thus receive the amounts that have not yet been paid as well as a salary insurance benefit based on his/her regular salary. Contributions to the pension plan shall be based on the amounts that have not yet been paid.

- e) In the cases provided for in paragraphs b), c) and d) above, the employee may avail himself/herself of the following option instead of the terms and conditions set out in those paragraphs:

The plan shall be interrupted at the beginning of the fourth (4th) month of continuous disability. During this period of interruption the employee shall be entitled to a salary insurance benefit based on his/her regular salary. The period of interruption shall end at the end of the twelfth (12th) continuous month of disability and the plan shall then resume. If the disability continues, the salary insurance benefit shall be based on the salary established under the plan.

- f) If the disability lasts for more than two (2) years:

During the first two (2) years, the employee shall be treated as provided for above.

At the end of the two (2) years, the plan shall terminate and:

- i) If the employee has already taken the leave, any surplus salary paid to him/her shall not be claimed and all rights relating to his/her pension plan shall be recognized (one [1] year of service for each year of participation in the plan).
- ii) If the employee has not yet taken the leave, any unpaid salary shall be reimbursed, without interest, and without being subject to contributions to the pension plan, and the disability allowance to which he/she is entitled under the pension plan shall be payable immediately.

**7-13.20**

In the case of maternity leave as provided for in clause 7-9.06 or 7-9.07, paternity leave as provided for in clause 7-9.22 or adoption leave as provided for in clause 7-9.32, beginning before or after the leave, participation in the plan shall be suspended for a maximum period corresponding to the maximum duration of the leave and the plan shall be extended by the same amount of time.

In such a case, during the suspension of participation in the plan, the provisions of article 7-9.00 shall apply.

However, if one of the leaves as provided for in this clause takes place before the leave, the employee may put an end to the plan. He/she shall then receive his/her unpaid salary, without interest, as well as the benefit related to this leave. The amounts reimbursed shall be subject to contributions to the pension plan.

**7-13.21**

If the employee does not take the leave within the period of the plan, the College shall pay him/her, from the first (1<sup>st</sup>) tax year following the end of the plan, the entire deferred salary.

**C) Provisional Reduction of Working Time on a Voluntary Basis**

**7-13.22**

An employee may, after agreement with the College, reduce his/her hours of work per week. However, such a reduction shall be provisional and for a set duration.

**7-13.23**

Unless agreed upon in accordance with the provisions of Appendix "F", during the entire period of the reduction of working time, the employee shall benefit from the working conditions applicable to part-time employees. However, an employee who benefits from this measure shall retain his/her status for the purposes of job security.

**7-13.24**

When the College grants a provisional reduction of working time to an employee, it shall inform the Union.

**D) Progressive Preretirement**

**7-13.25**

An employee who has to his/her credit a bank of days of sick leave with cash surrender value, as provided for in clause 7-14.43, may, after agreement with the College, avail himself/herself of progressive retirement under the following conditions:

- a) the employee must be eligible for retirement at the end of the progressive preretirement;
- b) the employee must reduce his/her regular workweek and make up the difference in salary by using his/her bank of days of sick leave;



- c) at the end of the progressive preretirement, the employee must retire and hand in his/her resignation;
- d) the other conditions shall be established upon agreement between the employee and the College.

**E) Leave without Pay with Income Averaging**

**7-13.26**

An employee may, after agreement with the College, benefit from leave without pay of less than one (1) year with income averaging.

**7-13.27**

The duration and conditions of such leave shall be determined after agreement between the College and the employee.

An employee benefiting from such a leave shall receive his/her residual salary spread out over the entire year.

During such leave, the employee shall benefit from the rights provided for in article 7-11.00 related to leave without pay.

**F) Voluntary Reduction of Salary for the Purpose of Acquiring Additional Vacation Time**

**7-13.28**

An employee may, after agreement with the College, increase the number of weeks of vacation to which he/she is entitled by virtue of article 7-5.00 by reducing by 1.93% the salary he/she receives during the acquisition period, for each additional week of vacation he/she desires to avail himself/herself of during the following year.

During such vacation period, the employee shall benefit from the rights provided for in article 7-6.00 related to annual vacation.

During the period of voluntary reduction of salary for the purpose of acquiring additional vacation time, the College shall continue to pay its contribution to the pension plan, as if the employee were not participating in the plan, as long as the employee pays his/her own contribution.

**G) Progressive Retirement**

**7-13.29**

An employee, upon agreement, may take progressive retirement.

### **7-13.30**

Employees who meet the following conditions shall be eligible for the progressive retirement plan:

- a) are full-time regular employees; or  
part-time regular employees whose regular workweek is more than forty per cent (40%) of the regular workweek as defined in clause 7-1.01 for his/her class of employment<sup>1</sup>;
- b) participate in the RREGOP, TPP or CSSP;
- c) are eligible for retirement and will retire at the end of the plan;
- d) have reached a prior agreement with the College. The College cannot refuse the employee's request without a reasonable motive.

### **7-13.31**

An employee who wishes to participate in the progressive retirement plan must submit a written request to the College at least sixty (60) days in advance.

The request shall specify:

- a) the duration of the plan, which may vary between twelve (12) and sixty (60) months;
- b) the number of hours worked per week, which cannot be less than forty per cent (40%) of the hours specified for his/her class of employment.

### **7-13.32**

The percentage of the regular workweek or the number of hours worked per week may be modified during the course of the plan upon agreement between the College and the employee.

Moreover, if for reasons beyond his/her control (e.g. strike, lock-out or corrections made to his/her service record), the employee is not eligible for retirement at the end of the plan, the plan shall be extended until the employee becomes eligible for retirement.

### **7-13.33**

An employee who has accumulated a bank of days of sick leave with cash surrender value under prior collective agreements, may substitute such leave, in part or in whole, for his/her regular work under the terms of the agreement, provided that the prior collective agreements so allow.

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<sup>1</sup>

In the case of an employee who holds a recurring position, the number of hours worked per year shall not be less than forty per cent (40%) of the number of hours specified for his/her class of employment.

**7-13.34**

While participating in the plan, the employee shall be credited, for purposes of eligibility for retirement, with the full-time or part-time service accumulated prior to the beginning of the plan. The same shall apply in the calculation of his/her retirement benefits or other allowances in the case of death.

**7-13.35**

The employee shall continue to accumulate seniority and job experience as if he/she were not participating in the plan.

**7-13.36**

While participating in the plan, the employee shall make his/her contributions to the retirement plan on the basis of his/her eligible salary and of the time worked (full-time or part-time) prior to the beginning of the plan.

**7-13.37**

While the employee is participating in the plan, the College shall continue to contribute to the health insurance plan on the basis of time worked prior to the plan. The basic life insurance plan shall be the one the employee benefited from prior to the beginning of the plan.

**7-13.38**

Should the employee become disabled while participating in the plan, he/she shall be exempted from contributions to the retirement plan on the basis of his/her eligible salary and of the time worked prior to the beginning of the plan.

**7-13.39**

While the employee is disabled, the salary insurance plan shall apply on the basis of the employee's salary and time worked up to the effective date of retirement.

**7-13.40**

If the employee's position is abolished or if the employee is displaced, the employee with job security shall be entitled to all the benefits pertaining to his/her original position and shall continue participating in the plan. If applicable, the progressive retirement plan may be transferred to another college if an agreement can be reached to that effect with the new college.

**7-13.41**

The progressive retirement plan shall be terminated in the following cases:

- retirement;
- death;
- resignation;
- withdrawal with the College's approval;
- layoff;
- dismissal;
- relocation to another college, subject to the provisions of clause 7-13.40.

**7-13.42**

When the plan is terminated, the agreement between the employee and the College shall also end and the service credited to the employee for the purposes of retirement while participating in the plan shall be maintained. If applicable, contributions to the retirement plan that have not been paid, along with interest, shall be credited to the employee.

**7-13.43**

An employee may participate only once in the progressive retirement plan.

**7-13.44**

Unless stated otherwise in the plan, an employee participating in the progressive retirement plan shall be deemed to be a part-time employee.

**Article 7-14.00 - Life, Health and Salary Insurance Plans**

**I - General Provisions**

**7-14.01**

The following employees shall be eligible to participate in the life, health and salary insurance plans, as of the effective date of the various plans and until retirement:

- a) any employee who works full-time or seventy per cent (70%) or more of full-time: the College shall pay its full contribution;
- b) any part-time employee who works less than seventy per cent (70%) of full-time: the College shall assume half (1/2) the contribution payable for the employee concerned, the employee paying the remainder, as well as his/her own contribution.

**7-14.02**

For the purposes of this article, the term "dependent" shall mean:

- a) Spouse
  - a person who has become the employee's spouse by virtue of a marriage or civil union legally contracted in Québec or elsewhere and recognized as valid under Québec law; or
  - a person who is not married or joined in civil union has lived on a permanent basis for more than one (1) year with a person of the same or opposite sex who is not married or joined in civil union whom he/she acknowledges publicly as his/her spouse; or
  - a person who is not married or joined in civil union who has lived on a permanent basis with a person who is not married or joined in civil union who are the father and mother of the same child.

It is understood that the dissolution of the marriage by divorce or annulment, the dissolution or annulment of the civil union under the law or a de facto separation of more than three (3) months in the case of a common-law marriage shall mean the loss of spousal status.

b) Dependent child

A child of an employee, of his/her spouse or of both, including a child for whom adoption procedures have been undertaken, who is not married or joined in civil union and lives or is domiciled in Canada, who depends on the employee for his/her maintenance:

- if he/she is under eighteen (18) years of age; or
- if he/she is under twenty-five (25) years of age and duly registered as a student in a recognized educational institution; or
- regardless of his/her age, if the child became totally disabled prior to his/her twenty-fifth (25<sup>th</sup>) birthday if he/she was attending a recognized educational institution and has remained continuously disabled since that time.

c) Functionally disabled person

An adult without a spouse who has become functionally disabled as defined in the Regulation respecting the basic prescription drug insurance plan (R.R.Q., c. A-29.01, r.2) before eighteen (18) years of age, who is not entitled to any benefits under a last resort assistance program provided for in the Act respecting income support, employment assistance and social solidarity (R.S.Q., c. S-32.001) and who lives in the home of an employee who would have parental authority if he/she were under age.

### **7-14.03 Disability**

The term "disability" means any incapacity resulting from an illness or an accident or resulting directly from a complication during pregnancy or the interruption of pregnancy prior to the twentieth (20<sup>th</sup>) week before the due date or from the donation, without compensation, of an organ or bone marrow, which requires medical care and which renders the employee totally incapable of performing the usual duties of his/her position or of any similar position with comparable remuneration which is offered to him/her by the College.

Disability also refers to any incapacity resulting from hospitalization for an operation, or from an operation performed in a doctor's office for purposes of family planning.

A period of disability resulting from an illness or injury voluntarily caused by the employee himself/herself, alcoholism or drug addition, active participation in a riot, insurrection or criminal act, or service in the armed forces shall not be deemed a period of disability for the purposes of this article.

Notwithstanding the preceding, in the case of alcoholism or drug addiction, the period of disability during which the employee receives medical treatment or care with a view to rehabilitation shall be deemed a period of disability for the purposes of this article.

A period of disability shall be any continuous period of disability or a series of successive periods of disability separated by less than eight (8) days<sup>1</sup> of actual full-time work or availability for full-time work, unless the employee is able to satisfy the College or its representative that a subsequent period is attributable to an illness or accident completely unassociated with the cause of the previous disability.

#### **7-14.04 Rehabilitation (gradual return to work)**

An employee who is receiving salary insurance benefits may, after presenting a medical certificate issued by his/her attending physician and related to a period of rehabilitation, and upon agreement with the College, may perform:

- a) part-time, all the duties related to the position he/she was holding before the beginning of his/her disability; or
- b) part-time, all duties that are compatible with his/her temporary functional status.

This rehabilitation period may not start before the fifth (5<sup>th</sup>) week of disability. It may not exceed fifty-two (52) weeks and may not have the effect of extending the periods of full or partial payment beyond one hundred four (104) weeks of benefits as provided for in clause 7-14.28.

During this rehabilitation period, the employee shall receive his/her salary for the number of hours worked and the salary insurance benefit in proportion to the number of hours not worked.

Such an employee shall be deemed to be fully disabled during this period.

Under paragraph b) of this clause and if the employee so desires, he/she may be accompanied by a union representative at all meetings with representatives of the College.

#### **7-14.05**

The provisions of the life, health and salary insurance plans provided for in the 2005-2010 collective agreement shall continue to apply until the date this collective agreement comes into force. The College and the employee shall continue to contribute to these plans in accordance with the stipulations of the 2005-2010 collective agreement.

Furthermore, said health insurance plan will remain in effect after the date this collective agreement comes into force if the parity committee provided for hereinafter decides to maintain it or cannot complete the amendments required for the new plan to take effect.

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<sup>1</sup> Read "thirty-two (32) days" instead of "eight (8) days" if the preceding continuous period of disability exceeds three (3) months.

The life, health and salary insurance plans provided for in this article shall take effect on the date this collective agreement comes into force, subject to provisions to the contrary.

**7-14.06**

As a counterpart to the College's contribution to the insurance plans provided for hereinafter, the full amount of the rebate allowed by HRSDC in the case of a registered plan shall be the exclusive property of the College.

**II - Parity Committee**

**7-14.07**

Unless they decide to maintain the actual parity committee, the provincial employer party, on the one hand, and the provincial union party, on the other hand, agree to promptly form a single parity committee of six (6) persons responsible for establishing and applying the basic health insurance plan; in this case, the committee shall become operational as soon as it is set up.

**7-14.08**

The committee shall choose a chair from outside its membership at the latest sixty (60) days following the date this collective agreement comes into force, failing which the President of the Commission des relations du travail shall select a chair within the following twenty (20) days. This chair should preferably be an actuary living and domiciled in Quebec for at least three (3) years or, failing this, a person having equivalent qualifications.

**7-14.09**

The provincial employer party, on the one hand, and the provincial union party, on the other hand, shall be entitled to one (1) vote each. The chair shall be entitled to one (1) vote to be used solely when the votes are tied. Subject to the other recourse for each of the provincial parties, both renounce their rights to contest any decision rendered by the committee or its chair before an arbitration board.

**7-14.10**

If the provincial union party maintains or establishes one or more supplementary plans, the cost of these plans shall be borne entirely by the participants. However, the College shall facilitate the establishment and the application of these plans, namely by deducting the required contributions and by providing insured employees with the available relevant information.

However, the union party releases the College from all civil liability pertaining to the supplementary insurance plans.

These plans shall be subject to a single invoice from a single insurer or group of insurers acting collectively.

**7-14.11**

The parity committee may choose to merge with other parity committees, provided for in other collective agreements, and to operate as a single parity committee. In such a case, the groups

covered by these committees shall constitute a single group for insurance purposes. A parity committee that has chosen to merge may only withdraw from the group on the insurance policy renewal date, subject to ninety (90) days' advance notice given in writing to the other parity committees in the group.

In the event of a disagreement between the provincial parties as to whether or not a merger should be effected, the chair shall abstain from voting and the status quo shall be maintained.

#### **7-14.12**

The committee shall determine the provisions of the basic health insurance plan and, if applicable, draw up specifications and obtain one or more group insurance policies covering all participants in the plans. For this purpose, the committee may request bids from all insurance companies with head offices located in Québec or proceed by any other means it may determine. The policy must contain a specific provision dealing with premium reductions that should be allowed in the event that drugs prescribed by a physician are no longer covered under the basic health insurance plan.

#### **7-14.13**

The committee shall carry out a comparative analysis of any bids received and, after making its choice, provide the Fédération des cégeps, the Ministère and the provincial union party with a report of the analysis and a statement giving reasons for its choice. The insurer selected may be a single insurer or a group of insurers acting as a single insurer.

Specifications must stipulate that the committee can obtain from the insurer a detailed statement of all transactions carried out under the terms of the contract, various statistical compilations and all information which may be required to verify the accuracy of the retention calculation.

The committee must also be able to obtain from the insurer, for a reasonable fee to be added to the one provided for by the retention formula, all additional useful and relevant statistical statements or compilations that the Fédération des cégeps, the Ministère and the provincial union party may request. The committee shall provide the Fédération des cégeps, the Ministère and the provincial union party with a copy of information thus obtained.

#### **7-14.14**

Furthermore, should an insurer selected by the committee modify, at any time, the basis of the retention calculation, the committee may decide to select a new insurer; if the insurer ceases to comply with the specifications or substantially modifies its rates or the basis of the retention calculation, the committee shall be obliged to select a new insurer. Any modification that changes the selected insurer's position in relation to the bids submitted by any other insurer shall be deemed to be substantial.

#### **7-14.15**

Each contract must be issued jointly in the name of the provincial parties constituting the committee and include, among others, the following stipulations:



- a) a guarantee to the effect that neither the details of the retention formula, nor the rate according to which the premiums are calculated, may be increased more often than once every twelve (12) months;
- b) the excess of premiums over the benefits or reimbursements paid to the insured persons must be reimbursed annually by the insurer in the form of dividends or rebates, after deduction of the amounts agreed upon in the predetermined retention formula allowing for contingency, administration, reserves, taxes and profit;
- c) the premium for a period must be computed according to the rate applying to the participant on the first day of the period;
- d) no premium shall be payable for a period on the first day of which the employee is not a participant; also, the premium shall be payable in full for a period during which the employee ceases to be a participant.

#### **7-14.16**

The parity committee shall entrust the Fédération des cégeps and the Ministère with the carrying out of such operations required for the implementation and application of the health insurance plan; these operations shall be carried out according to the committee's instructions. The Fédération des cégeps and the Ministère shall be entitled to reimbursement of the cost incurred as provided hereinafter.

#### **7-14.17**

Dividends or rebates payable as a result of a favourable experience with the plans shall be entrusted to the committee. Fees, including those of the committee's chair, expenses or disbursements incurred for the implementation and application of the plan shall constitute primary liens against such funds, it being specified that the reimbursable expenses shall not include the College's regular operating expenses. The balance of the plan's funds shall be used by the parity committee either to grant a waiver of premium for a period or to meet the increases in the rates of premiums or to improve the already existing plans or to be remitted to the participants as the committee may decide.

#### **7-14.18**

The members of the parity committee may take leave from work without loss of pay or rights in order to fulfill the mandate described in this article. However, they shall not be entitled to reimbursement of their expenses or remuneration for their services, but the College shall nevertheless continue to pay them their regular salary.

### **III - Standard Life Insurance Plan**

#### **7-14.19**

Each full-time employee referred to in paragraph a) of clause 7-14.01 shall benefit, without contribution on his/her part, from a death benefit equal to six thousand four hundred dollars (\$6 400). This amount shall be reduced to three thousand two hundred dollars (\$3 200) for the employee referred to in paragraph b) of clause 7-14.01 of this collective agreement.

#### **7-14.20**

An employee who, on the date the collective agreement comes into force, is covered by a group plan to which the College contributes, benefits from a larger amount of life insurance than provided for in this collective agreement shall continue to be insured for the amount exceeding the one provided for in this agreement, in accordance with the provisions of the group plan.

### **IV - Basic Health Insurance Plan**

#### **7-14.21**

The basic plan shall cover at least, in accordance with the terms and conditions set out by the parity committee, all drugs sold by a licensed pharmacist or duly authorized physician, as prescribed by a physician or a dentist, a semi-private hospital room, ambulance service, hospitalization or medical expenses not otherwise recoverable when the insured employee is temporarily outside Canada and his/her condition requires hospitalization, the cost of purchasing an artificial limb due to a loss sustained while a participant, or other supplies or services prescribed by the attending physician and required for the treatment of an illness and the services of a chiropractor required for the treatment of the employee.

#### **7-14.22**

The College's annual contribution to the basic health insurance plan for each employee shall be limited to the lesser of:

- a) in the case of a participant insured for himself/herself and his/her dependents:
  - as of the effective date of the collective agreement: one hundred and nineteen dollars and fifty-four cents (\$119.54);
  - as of April 1, 2011: one hundred and thirty-five dollars and thirteen cents (\$135.13);
  - as of April 1, 2012: one hundred and fifty dollars and seventy-two cents (\$150.72);
  - as of April 1, 2013: one hundred and sixty-six dollars and thirty-one cents (\$166.31);
  - as of April 1, 2014: one hundred and eighty-one dollars and ninety cents (\$181.90);
- b) in the case of a single insured participant:
  - as of the effective date of the collective agreement: forty-seven dollars and eighty-four cents (\$47.84);
  - as of April 1, 2011: fifty-four dollars and eight cents (\$54.08);
  - as of April 1, 2012: sixty dollars and thirty-two cents (\$60.32);
  - as of April 1, 2013: sixty-six dollars and fifty-six cents (\$66.56);
  - as of April 1, 2014: seventy-two dollars and eighty cents (\$72.80);
- c) an amount equal to twice the contribution paid by the participant himself/herself for the benefits provided for in the health insurance plan.

The College shall pay, in proportion to its participation in the basic health insurance plan, the tax applicable to premiums payable for the health insurance plan.

**7-14.23**

In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts provided for in the preceding clause shall be reduced by two-thirds (2/3) of the yearly cost of the drug benefits included in this plan. The unused balance, if there is one, shall be used for supplemental health insurance protection. The parity committee shall determine this supplemental protection.

**7-14.24**

The health insurance benefits shall be reduced by the amounts of benefits payable by virtue of any other public or private, individual or group plan.

**7-14.25**

Participation in the basic health insurance plan shall be compulsory, but an employee may, by giving prior written notice to the College, refuse or cease to participate in the basic health insurance plan, provided that he/she establishes that he/she and his/her dependents are insured under a group insurance plan granting similar benefits or that he/she is sixty-five (65) years of age or older.

If the employee is entitled to the basic health insurance benefit, the benefit shall terminate at the end of the casual or replacement employee's contract, for as long as the employee is not rehired by the College and once again becomes eligible for the benefit under clause 2-3.04.

**7-14.26**

An employee who has refused or ceased to participate in the plan may again become eligible for admission thereto, subject to the following conditions:

- a) he/she must prove to the satisfaction of the insurer that:
  - he/she was previously covered by virtue of the current health insurance plan or of any other plan offering similar protection;
  - it is no longer possible for him/her to remain covered;
  - his/her application is filed within thirty (30) days following termination of his/her coverage;
- b) subject to paragraph a) above, coverage shall be effective as of the first (1<sup>st</sup>) day of the period during which the application is received by the insurer;
- c) in the case of a person who, prior to the request, was not covered by this health insurance plan, the insurer shall not be liable for benefit payments which could have been paid by a previous insurer in accordance with an extension or conversion clause or otherwise.

**7-14.27**

The committee shall have the right to agree to maintain, from year to year, plan coverage with appropriate changes for retired employees, without any contribution on the part of the College, provided that:

- the employees' contributions to the plan and the College's corresponding contribution are determined excluding any cost resulting from the extension of coverage to include retired employees;
- all disbursements, contributions and rebates pertaining to retired employees are recorded separately and any additional contribution which may be payable by employees by virtue of the aforesaid extension to retired employees are clearly identified as such.

A deceased employee's spouse may continue to benefit from health insurance and basic life insurance for the survivors by paying the employer's and the employee's contributions, if the master policy so permits.

**V - Salary insurance Plan**

**7-14.28**

Subject to the provisions herein, every employee shall be entitled, for every period of disability during which he/she is absent from work, to:

- a) up to the lesser of the number of accumulated days of sick leave or five (5) working days: the payment of a benefit equal to the salary he/she would receive if he/she were at work;
- b) upon termination of the benefit provided for in paragraph a), if applicable, but never before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five per cent (85%) of his/her salary;
- c) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for an additional period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two-thirds per cent (66 2/3%) of his/her salary;
- d) upon the expiry of the above-mentioned period of one hundred four (104) weeks: the use of accumulated days of sick leave unless the employee is covered by a supplemental long-term disability group insurance plan.

**7-14.29**

For the purposes of calculating the benefits provided for in clause 7-14.28, the employee's salary shall be the salary he/she would be receiving if he/she were at work, including premiums for regional disparities, if applicable.

For employees other than full-time employees, the amount shall be the average salary he/she received during the last twenty (20) days worked or paid before the beginning of the disability, including premiums for regional disparities, if applicable.

**7-14.30**

As long as benefits remain payable, including the waiting period, if any, the disabled employee shall continue to participate in the RREGOP, TPP or CSSP, in accordance with the applicable plan, and to benefit from the insurance plans.

However, he/she must pay the required contributions, except that, upon termination of the payment of the benefit provided for in paragraph a) of clause 7-14.28, he/she shall benefit from a waiver of his/her contributions to his/her retirement plan (RREGOP, TPP or CSSP) without losing any of his/her rights. Provisions relating to such a waiver of contributions shall form an integral part of the retirement plan provisions and the resulting cost shall be shared in the same manner as any other benefit.

Subject to the provisions of the collective agreement, payment of benefits shall not be considered as conferring upon the payee the status of a regular employee or as increasing his/her rights, especially with respect to the accumulation of days of sick leave and to the provisions of articles 5-2.00, 5-4.00, 5-5.00 and 5-6.00.

**7-14.31**

Benefits shall be reduced by the initial amount of any basic disability benefit payable under the QPP, the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), the SAAQ and the retirement plan, regardless of subsequent increases in the basic benefit arising from indexation.

In the case of disability for which indemnities are payable by virtue of the SAAQ, the benefit payable by the College shall be established as follows:

- The College shall determine the net benefit by deducting from the gross benefit provided for in clause 7-14.28 the equivalent of all deductions required by law (income tax, QPIP, QPP, Employment Insurance); such net benefit shall be further reduced by the amount of the benefit received from the SAAQ; this balance shall be treated as gross taxable income, from which the College shall deduct all contributions and dues required by law or the collective agreement.

**7-14.32**

In the case of disability for which indemnities are payable by virtue of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), the following provisions shall apply:

- a) the employee shall receive from the College a benefit equal to one hundred per cent (100%) of the net salary he/she was receiving on the date of the accident or at the beginning of the occupational disease. The employee shall be entitled to this benefit until such time as the CSST declares permanent disability;

- b) notwithstanding the preceding paragraph, should the CSST's decision be rendered before the termination of the periods provided for in paragraphs b) and c) of clause 7-14.28, the benefit paid by the College for the rest of the one hundred four (104) weeks remaining after the beginning of the disability period shall comply with the provisions of paragraph b) or c) or clause 7-14.28, as the case may be;
- c) as long as an employee has the right to a benefit by virtue of the provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), and until the CSST declares a permanent disability, whether it be total or partial, the employee shall be entitled to his/her salary, subject to the following provisions:
  - The College shall determine the net benefit by deducting from his/her net salary the amount of the benefit of the CSST, and the amount thus obtained shall be treated as gross taxable income, from which the College deducts all contributions and dues required by law or the collective agreement. The College shall then pay the employee such new income plus the amount of the CSST's benefits. Under no circumstances may the benefit paid by the College be less than the net amount of the income replacement indemnity determined by the CSST.

As a counterpart, benefits paid by the CSST for said period shall accrue to the College and the employee must, if applicable, sign the forms necessary to permit reimbursement;

- d) during the period in which benefits are paid in accordance with paragraph b) of this clause, the benefits shall be reduced by the initial amount of any basic disability benefit payable under the QPP, the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), the SAAQ and the retirement plan, regardless of subsequent increases in the basic benefit arising from indexation;
- e) the employee's bank of days of sick leave shall not be affected by such an absence and the employee shall be deemed to be receiving salary insurance benefits.

For the purposes of implementing paragraphs a) and c) of this clause, the net salary shall be the gross salary reduced by federal and provincial income tax deductions and contributions to the QPP, the QPIP, the EIP and, if applicable, by contributions to the insurance plans and union dues.

#### **7-14.33**

All benefits shall terminate, at the latest, with the payment due for the last week of the month during which the employee retires.

#### **7-14.34**

If applicable, the amount of the benefit shall be divided as follows: for each working day of disability during a regular workweek, one fifth (1/5<sup>th</sup>) of the benefit payable for a full week.

**7-14.35**

Salary insurance shall be payable during a strike or lockout if the period of disability began before the start of the strike or lockout. However, any period of disability beginning during a strike or lockout shall not entitle the disabled employee to benefits until the strike or lockout ends, at which time a medical certificate must be submitted to the College.

**7-14.36**

Benefits payable as days of sick leave or under the salary insurance plan shall be made directly by the College, subject, however, to the employee providing the supporting documents as required.

However, no benefit shall be paid by the College as long as the employee has not supplied it with the necessary information or, if applicable, the written authorization so that the College may obtain it from another party.

Similarly, the College shall be under no obligation to pay any benefit when the employee neglects to take the necessary steps to obtain the benefits payable by virtue of a law, by a government agency.

Finally, when a benefit provided for by law is made payable retroactively, the employee must reimburse said amount to the College.

**7-14.37**

The College may, at any time, require an employee who is absent because of a disability to provide a medical certificate giving the nature and duration of the disability. However, the cost of such a certificate shall be borne by the College if the employee is absent for less than four (4) days. The College may also require an examination of the employee concerned in connection with any absence.

When the employee returns to work, the College may require that he/she undergo a medical check-up in order to establish that he/she has recovered sufficiently to return to work.

Upon the employee's request, the College shall send the attending physician the results of the medical examinations issued by the physician selected by the College.

Should the opinion of the physician chosen by the College differ from that of the physician consulted by the employee, the latter shall have the right to an examination by a physician chosen jointly by both physicians. The conclusions of this third (3<sup>rd</sup>) physician shall be final.

The cost of the examination provided for in the three (3) preceding paragraphs, as well as transportation costs if the employee has to travel more than fifty kilometres (50 km) from his/her place of employment, shall be paid by the College.

The College must keep medical certificates or the results of medical examinations confidential.

**7-14.38**

When benefits are withheld because of presumed absence or termination of disability, the employee may appeal the decision in accordance with the normal grievance and arbitration procedures.

**7-14.39**

- a) When applicable, on July 1 of each year, the College shall credit each full-time employee covered by this article with seven (7) days of sick leave. The days thus granted shall be non-cumulative but shall have cash surrender value on June 30 of each year when not used during the year, by virtue of the collective agreement and on the basis of one two hundred sixtieth ( $1/260^{\text{th}}$ ) of the salary applicable to this date per day not used, the proportion of one two hundred sixtieth ( $1/260^{\text{th}}$ ) of the salary applying for a fraction of an unused day. Such payment shall be made, if applicable, no later than September 1 of each year.
- b) However, during the employee's first ( $1^{\text{st}}$ ) year of service, except in the case of an employee who is relocated in accordance with the job security provisions, the College shall add a credit of six (6) days of sick leave without cash surrender value.
- c) An employee who has accumulated thirteen (13) days or less of sick leave on June 1 may, by sending written notice to the College before this date, choose not to cash in on June 30 some or all of the balance of the seven (7) days granted in accordance with paragraph a) of this clause and unused by virtue of this article. An employee who so chooses shall add on June 30 some or all of the balance of these seven (7) days, which shall then cease to have cash surrender value, to the days of sick leave already accumulated.
- d) During the month of June, an employee may choose to convert all or part of the balance on June 30 of the seven (7) days of sick leave granted by virtue of paragraph a) of this clause and unused by virtue of this section into vacation time. This conversion shall be possible provided that the provisions of clause 7-6.05 are respected.

**7-14.40**

If an employee becomes covered by this article in the course of a contract year, the number of days credited for the year involved as per paragraph a) of clause 7-14.39 shall be reduced in proportion to the number of full months of service<sup>1</sup>.

Similarly, if an employee leaves his/her job in the course of a contract year, or if he/she is not yet in active service for a part of the year, the number of days credited to him/her as per paragraph a) of clause 7-14.39 shall be reduced in proportion to the number of full months of service<sup>1</sup>.

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<sup>1</sup> A full month of service means a month during which the employee has worked half ( $1/2$ ) or more of the number of working days in such month.



For the purposes of implementing this clause, the following leaves shall not result in any reduction of days credited for the year in question:

- maternity leave as provided for in clause 7-9.06 or 7-9.07;
- extension of maternity leave as provided for in clause 7-9.09 for up to six (6) weeks;
- special leave as provided for in clauses 7-9.18 and 7-9.19;
- paternity leave as provided for in clause 7-9.21 or 7-9.22;
- adoption leave as provided for in clauses 7-9.30, 7-9.31 or 7-9.32.

The days of sick leave used by an employee to make up for the waiting period shall not be recoverable by the College even if the employee was disabled for a period of time that would normally result in its ability to recover the sick leave credits.

For the purposes of applying this clause, the parties may decide on different terms and conditions by way of a local arrangement.

**7-14.41**

In the case of a part-time employee, the number of days credited shall be reduced in proportion to his/her regular workweek with respect to that of a full-time employee of the College.

**7-14.42**

Persons receiving disability payments on the date the collective agreement comes into force shall remain covered under the plan in effect at the beginning of the disability period, with the stipulation that this clause shall not entail an increase in the benefits provided for under this salary insurance plan, especially with regard to the amount and duration of the benefits.

**7-14.43**

The employee who benefited from days of sick leave with cash surrender value shall retain the right to the reimbursement of the value of the payable days accumulated as at January 1, 1973, in accordance with the provisions of the previous collective agreement, with the stipulation that, even if no new day is credited, the percentage of days with cash surrender value shall be determined by taking into account the years of service prior to and after January 1, 1973.

This value shall be determined on the basis of the employee's salary on January 1, 1973 and shall bear interest at the rate of five per cent (5%) compounded annually. These provisions shall not, however, change the value already set by virtue of a previous agreement for days of sick leave with cash surrender value.

The value of an employee's days of sick leave with cash surrender value may be used to pay for the cost of buying back previous years of service as provided for in the provisions relating to retirement plans (TPP and RREGOP).

**7-14.44**

An employee's bank of days of sick leave with cash surrender value as of January 1, 1973, may also be used, at a rate of one (1) day per day, for purposes other than illness when the previous collective agreements allowed such use.

By the same token, an employee's days of sick leave with cash surrender value as of January 1, 1973, may also be used, at the rate of one (1) day per day, for purposes other than illness, that is:

- in the case of progressive preretirement as provided for in clause 7-13.25;
- in case parental leave as provided for in article 7-9.00; or
- to extend the employee's disability leave upon expiry of the benefits provided for in paragraph c) of clause 7-14.28.

An employee may also use his/her accumulated days of sick leave without cash surrender value, at the rate of one (1) day per day, to extend his/her disability leave upon expiry of the benefits provided for in paragraph c) of clause 7-14.28.

The employee's bank of days of sick leave with cash surrender value as of January 1, 1973, shall be deemed to have been used on this date, when used by virtue of this clause or the other clauses of this article.

#### **7-14.45**

An employee who, in accordance with the provisions of clause 38.00 of the 1972-1975 collective agreement, has chosen not to use his/her days with cash surrender value shall be considered to have maintained this choice for the duration of this collective agreement.

#### **7-14.46**

The days of sick leave to an employee's credit on April 1, 1983, shall remain to his/her credit and the days used shall be deducted from the total accumulated. The days of sick leave shall be used in the following order:

1. Days with cash surrender value credited by virtue of clause 7-14.39 of the collective agreement.
2. Once the days mentioned in paragraph 1 have been used, the other days with cash surrender value to the employee's credit as provided for in clause 7-14.45.
3. Once the days mentioned in paragraphs 1 and 2 have been used, the days without cash surrender value to the employee's credit.

### **Article 7-15.00 - Hygiene and Safety**

#### **7-15.01**

With a view to preventing occupational diseases and industrial accidents, the College shall maintain a high degree of safety and hygiene at work. The Union shall cooperate to this end.

#### **7-15.02**

The College agrees to provide first aid to the injured. If first aid is not available on the premises, the College shall make, without delay, the necessary arrangements to transport the injured employee to the hospital, at its own expense.

#### **7-15.03**

An employee who discovers a situation which is or which could become dangerous, either for his/her own safety or for the safety of other employees or the public, must immediately notify his/her immediate supervisor.

In such a case, the College shall immediately take the necessary measures, if applicable, to correct the situation.

#### **7-15.04**

An employee shall never be obliged to place himself/herself in dangerous situations in the performance of his/her duties.

#### **7-15.05**

In order to prevent industrial accidents and occupational diseases, the parties may agree:

- to form a committee made up of representatives of support personnel, teachers, professionals and administrators; or
- to refer to an existing committee.

### **Article 7-16.00 - Wearing Apparel and Uniforms**

#### **7-16.01**

The College shall supply its employees with, free of charge and maintain at its own expense, any uniform required as a result of the nature of their work, any special apparel specified by regulations or standards in accordance with acts respecting occupational health and safety, as well as any other protective clothing or accessories necessary for the hygiene and safety of the employees in the performance of their duties, such as waterproof garments, raincoats, boots and safety glasses with prescription lenses.

If, for the employee's hygiene, health or safety, certain duties require that he/she wear special garments or accessories other than those outlined above, the local parties shall reach an agreement.

#### **7-16.02**

The uniforms or garments provided for in clause 7-16.01 which are supplied by the College shall remain its property and may only be replaced by returning the old uniform or garment, except in circumstances beyond the employee's control. The College shall decide whether a uniform or garment should be replaced. The College shall provide individual footwear.

### **7-16.03**

No employee shall be bound to supply the tools necessary for doing his/her work.

## **Article 7-17.00 - Credit Union**

### **7-17.01**

The College agrees, upon written authorization of the employee, to deduct at source any payment that is to be made to a credit union, Caisse populaire or chartered bank, or to the "Fondaction" or "Bâtirente", on the condition that said authorization be for a minimum period of six (6) months.

### **7-17.02**

The deduction periods shall be from July to December inclusively and from January to June inclusively.

One (1) month before the first (1<sup>st</sup>) deduction is to be made, the College must have received a form signed by the employee containing all the relevant information.

### **7-17.03**

The amounts deducted shall be deposited in the credit union, Caisse populaire, chartered bank, "Fondaction" or "Bâtirente" no later than the fifteenth (15<sup>th</sup>) day of the following month.

### **7-17.04**

As to the amounts to be deposited to the "Fondaction", "Bâtirente" or both, the College shall, if it is so equipped, make the necessary income tax adjustments in accordance with tax laws.

## **Article 7-18.00 - Civil Liability**

### **7-18.01**

Except in the case of a very serious offence, the College agrees to support any employee whose civil liability may be at issue because of actions committed in the performance of his/her duties and to lay no claim against him/her in such a case.

### **7-18.02**

When the College's liability has been established, it shall compensate the employee for the total or partial loss, theft or destruction of his/her personal belongings normally used in the performance of his/her duties or brought to the College, except in the case of gross negligence on the employee's part.

In the case where an employee's insurance covers the loss, theft or destruction of such belongings, the compensation paid shall be equal to the actual loss suffered by the employee.

## **Article 7-19.00 - Expense Allowances**

### **7-19.01**

No employee shall be required to use his/her automobile in the performance of his/her duties.

However, if the College and the employee agree that the latter use his/her automobile, the College must reimburse the additional insurance premium incurred.

### **7-19.02**

The College shall reimburse the employee for any previously authorized expense incurred in the performance of his/her duties, in accordance with the policy set by the College and applicable to all personnel. The employee shall be reimbursed, if possible, within fifteen (15) days following the date of the claim, and no later than thirty (30) days following such date.

### **7-19.03**

The parties may, by way of a local arrangement, decide to amend or replace this article.

## **Article 7-20.00 - Handicapped Employees**

### **7-20.01**

If an employee becomes incapable of fulfilling the normal requirements of his/her current position following an accident or illness, the College, after discussion with the Union and the employee concerned, shall:

- a) establish different working conditions to the extent that the handicapped employee satisfies such conditions; the position thus modified shall belong to this employee; or
- b) permit the handicapped employee to occupy the position of another employee, if the latter agrees, and the latter shall become the holder of the position left vacant by the handicapped employee.

The College shall, to the extent this is possible, make use of the employee to the best of his/her functional abilities.

All of the above may be submitted to the grievance procedure, if applicable.

The parties may reach a local agreement on different terms and conditions for applying this clause.

### **7-20.02**

In the cases provided for in clause 7-20.01, the College shall not be obliged to resort to the procedures for abolishing and posting positions.

**7-20.03**

If the handicapped employee is demoted, he/she shall maintain the progressive salary associated with his/her class of employment.

**7-20.04**

If the displaced employee is demoted, he/she shall retain his/her class of employment and the corresponding salary. At the request of the College and if he/she is still at his/her demoted position, this employee must return to the position he/she held before the application of paragraph b) of clause 7-20.01 if the handicapped employee leaves said position.

**Article 7-21.00 - Leave for Professional Activities and International Aid****7-21.01 Leave for Professional Activities**

The College may grant a regular employee, after a prior written request at least ten (10) working days in advance:

- a) leave with pay to participate in professional activities (convention, seminar, conference). These professional activities must be related to the employee's duties;
- b) leave with pay to perform duties in a college centre for technology transfer (CCTT).

The parties may, by way of a local arrangement, decide to amend or replace this article.

**Leave for International Aid****7-21.02**

The College may grant a regular employee, after a prior written request at least thirty (30) days in advance, leave without pay, for a maximum of two (2) years:

- a) to participate in any cooperative program with a Canadian province or foreign country that is officially recognized by the Government du Québec or the Government of Canada; or
- b) to perform similar duties outside Québec under the terms of a foreign aid program or an exchange program.

This leave must be full-time leave.

**7-21.03**

An employee who wishes to terminate his/her leave without pay before the set date must give written notice of his/her intention at least two (2) months before his/her return.

**7-21.04**

An employee on leave without pay as provided for in clause 7-21.02 shall continue to participate in the basic health insurance plan by paying all premiums.

He/she may also continue to participate in the other applicable insurance plans, provided he/she so requests at the beginning of the leave and pays all premiums.

If the employee fails to comply with the provisions of the preceding paragraph, he/she shall be deemed to have ceased participating in those plans as of the beginning of the leave.

**7-21.05 General Provision**

Upon his/her return to work, the employee shall return the position he/she held at the time of his/her departure, subject to articles 5-4.00, 5-5.00 and 5-6.00, failing which the employee shall be deemed to have resigned.

## **CHAPTER 8 - TRAINING AND PROFESSIONAL DEVELOPMENT**

### **Article 8-1.00 - General Provisions**

#### **8-1.01**

In order to meet its needs and to develop the specific competencies of employees, the College shall provide all employees with tangible opportunities for training and professional development through activities, studies, internships or practical exercises which may be useful in the performance of their duties or in their career development at the College.

In this regard, the College shall give employees the opportunity to benefit from the training and professional development policy provided for in this chapter.

#### **8-1.02**

The College shall respect the commitments undertaken prior to the date the collective agreement comes into force with regard to the employees in its service and shall allow them to complete the training and professional development activities already begun.

#### **8-1.03**

The sums involved in commitments referred to in clause 8-1.02 shall be taken directly out of the amount which the College may set aside for the carrying out of its training and professional development policy, in accordance with article 8-3.00.

#### **8-1.04**

An employee who, as authorized by the College, pursues training or professional development activities during his/her regular work schedule shall receive the salary that he/she would receive if he/she were at work. The regular work schedule of this employee shall not be altered by this fact unless the employee and the College so agree.

When an employee receives training as a result of technological changes or the implementation of a new work organization, such training shall be offered during work hours and shall be at the expense of the College.

### **Article 8-2.00 - Training and Professional Development**

#### **8-2.01**

The parties recognize the importance of ensuring the training and professional development of employees and the parties agree to cooperate in this respect on the training and professional development committee.

#### **8-2.02**

The professional development activities mentioned in clause 8-1.01 include any activity that allows employees to acquire appropriate techniques and skills in order to better perform their duties.



**8-2.03**

The training activities mentioned in clause 8-1.01 include any activity that may or may not lead to a diploma.

**8-2.04**

The courses offered by the College, with the exception of popular education courses, shall be available free of charge to employees provided that they provide an opportunity for professional development or improvement of academic qualifications. It is understood that applications from the general public for admission to courses have priority and that the College is not hereby obliged to organize courses or to hire additional teaching personnel.

**8-2.05**

Within thirty (30) days following the date the collective agreement comes into force, and at the request of either party, the College and the Union shall form a training and professional development committee.

This shall be a parity committee composed of two (2) representatives from the College and two (2) representatives from the Union.

The role of the committee shall be:

- a) to review or establish a training and professional development policy;
- b) to receive applications from employees for training and professional development, analyze them, discuss them and forward its decision to the employees concerned;
- c) to study employees' training and professional development needs;
- d) to take the necessary steps so that the employees may benefit from all the facilities for training and professional development that are available to them.

The Committee shall establish its own rules concerning procedure and operation.

**8-2.06**

The College shall send the Union a copy of the annual declaration it produces in accordance with the provisions of the Act to foster the development of manpower training (R.S.Q., c. D-7.1).

### **Article 8-3.00 - Amount Allocated for Training and Professional Development**

#### **8-3.01**

For the purposes of applying the training and professional development policy, the College shall allocate eighty dollars (\$80) per contract year and per regular employee, for the duration of the collective agreement.

However, for colleges and establishments located in remote areas, the amount provided for in the previous paragraph shall be one hundred dollars (\$100). The colleges and establishments in question are:

- Cégep de Baie-Comeau;
- Centre d'études collégiales de Chibougamau;
- Cégep de la Gaspésie et des Îles;
- Cégep de Sept-Îles.

Moreover, an additional amount of eighty (\$80) or one hundred dollars (\$100), as the case may be, shall be allocated for each FTE for the occasional hours worked during the previous contract year.

The parties may, by way of a local arrangement, decide on a different allocation of the amount of eighty (\$80) or one hundred dollars (\$100), as the case may be.

#### **8-3.02**

The following establishments shall be considered colleges exclusively for the application of this article:

- Campus de Carleton-sur-Mer;
- Campus des Îles de la Madeleine;
- Centre de formation aux mesures d'urgence en mer - Saint-Romuald;
- Centre de formation collégiale à La Tuque;
- Centre de Montréal (Adult education - Institut maritime du Québec);
- Centre d'études collégiales de Chibougamau;
- Centre d'études collégiales de Lac-Mégantic;
- Centre d'études collégiales de Montmagny;
- Centre d'études collégiales en Charlevoix;
- Centre d'informatique des cégeps du Saguenay-Lac-Saint-Jean;
- Centre matapédien d'études collégiales;
- École des Pêches et d'aquaculture du Québec;
- Société d'informatique Bourgchemin;
- Pavillon Mont-Laurier.

These establishments shall benefit, for each contract year and for the employees working there, from the higher of the following amounts:

- the amount established under clause 8-3.01 or,
- six hundred seventy dollars (\$670).

**8-3.03**

The balance of the amount provided for in this article shall be transferred the next contract year if it has not been spent or committed during the contract year in question.

**Article 8-4.00 - Skills Development**

**8-4.01**

This article shall become effective on July 1, 2011.

**8-4.02**

When the College anticipates a short or mid-term staffing need for one or more classes of employment, it advises all employees by means of a posted notice.

The notice shall specify the targeted class or classes of employment, the required qualifications, as well as the required skills for each class of employment identified.

**8-4.03**

Following this notice, every regular employee who has obtained job security and who is interested in developing his/her skills shall advise the College in writing.

**8-4.04**

Where applicable, the College and the employee shall agree to an individual training and professional development plan.

**8-4.05**

Likewise, every regular employee who has obtained job security can, on a personal basis, agree with the College to take part in an individual training and professional development plan as provided for in this article.

**8-4.06**

Each individual training and professional development plan agreed upon between the employee and the College shall be forwarded to the Training and Professional Development Committee, as provided for in clause 8-2.05.

**8-4.07**

As much as possible, the training and professional development activities pursued by the employee with regard to this article shall be carried out during his/her normal work schedule.

**8-4.08**

Per contract year, the employee, who follows a training and professional development program ensuing from the application of this article shall benefit from a maximum of forty-five (45) hours of leave with pay in order to participate in such training activities.

For any additional training hours within the same contract year, the employee and the College shall agree to organize the work schedule. This organization becomes the normal work schedule of the employee for the duration of the training.

**8-4.09**

When several employees from the same sector or the same department need to be released at the same time to take part in a training activity under this article, the College shall agree with the concerned employees of a reorganization of the training plans by order of seniority based on the needs of the sector or the department.

**8-4.10**

As of July 1, 2011, per contract year, the College shall receive the amount provided for in Appendix "O" in order to meet the skills development needs of employees.

**8-4.11**

This amount shall be used to cover the costs usually payable for, among other things, the skills evaluation and the prior academic and on the job training of the employee, as well as the expenses and fees for the professional services made available to the employee with regard to this evaluation, and the development of his/her individual training and development plan.

**8-4.12**

According to the amount available, the College may limit the number of employees allowed to participate.

**8-4.13**

Unless otherwise agreed upon between the parties, the balance of the amount provided for in Appendix "O" is transferred to the following contract year, if it has not been used or incurred during the current contract year.

**8-4.14**

Where applicable, the tuition fees or other training fees normally eligible according to the local training and professional development policy may still be reimbursed within the sums allocated in article 8-3.00.

**8-4.15**

With the exception of clause 8-4.10, the parties may agree, through a local agreement, to modify the provisions of this article.

## **CHAPTER 9 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **Article 9-1.00 - Grievance Procedure**

#### **9-1.01**

All grievances shall be submitted and settled in accordance with the provisions set forth in this chapter.

#### **9-1.02**

Before filing a grievance, an employee may try, either alone or in the company of an authorized union representative, to solve the problem with his/her immediate supervisor. In the absence of agreement, the parties shall comply with the procedure below in order to reach a settlement as quickly as possible.

#### **9-1.03**

The employee or the Union wishing to submit a grievance in accordance with the provisions of the collective agreement must submit it to the College in writing within thirty (30) working days<sup>1</sup> from the discovery of the fact without exceeding six (6) months from the date of the event giving rise to the grievance.

The thirty (30) working days<sup>1</sup> shall not begin for an employee on probation until the employee receives the status of regular employee.

If a group of employees or the Union as such considers that there is cause for grievance, the Union, through its authorized representative, may file a grievance with the person responsible for College employees, using the form provided for in clause 9-1.04, within thirty (30) working days<sup>1</sup> from the discovery of the fact without exceeding six (6) months from the date of the event giving rise to the grievance.

The waiting period provided for in this clause shall begin on the day where copies of the official French text of the collective agreement and of its English version are handed in by the provincial employer party to the provincial union party as provided for in clause 10-3.01.

#### **9-1.04**

In order to submit a written grievance, the "Notice of Grievance and Arbitration" form must be completed by the employee or the Union, indicating the facts giving rise to the grievance and mentioning the corrective measures expected.

#### **9-1.05**

The College shall notify the employee in question of its decision and send a copy to the Union within fifteen (15) working days from the date the grievance was submitted. In the case of a

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<sup>1</sup> In the case of a grievance related to psychological harassment, the period shall be ninety (90) days from the last occurrence of such behaviour.

grievance filed by the Union, the College's decision shall be sent to the Union within the same time limit.

Should the College not acknowledge the grievance, it must submit its motives in writing. However, these motives may not be used against the College during arbitration procedures.

At any time after a grievance has been filed with the College, the Union may submit the grievance for arbitration, without exceeding the time limits set forth in clause 9-2.01.

**9-1.06**

The wording of a grievance may be amended after submission, as long as the amendment does not change the nature of the grievance. If such an amendment is submitted within five (5) working days preceding arbitration, the College may request that the hearing take place at a later date.

A technical error in the wording of a grievance shall not invalidate it.

**9-1.07**

All time frames provided for in this section shall be mandatory and may not be extended, other than by written agreement between the College and the Union.

**9-1.08**

In compliance with the provisions of this article, any employee no longer employed by the College may submit a grievance for any sum due to him/her by the College.

**9-1.09**

Within thirty (30) days following the date the collective agreement comes into force, the parties shall agree on where grievances will be discussed, either in the LRC in accordance with the procedure set out in article 4-2.00, or in the grievance committee, in accordance with the procedure set out in clause 9-1.10.

Once a grievance has been filed, the parties shall be at liberty to meet in order to discuss the grievance.

**9-1.10 Grievance Committee**

The grievance committee shall be a permanent parity committee made up of representatives of both parties. The role of the committee shall be to discuss grievances.

Within thirty (30) days following the date the collective agreement comes into force, each party shall nominate three (3) representatives and inform the other party in writing. At the same time, the parties shall appoint substitutes. The latter shall be entitled to sit only if the representatives are absent or unable to act, or if there is an agreement to the contrary between the parties.

Each party shall be free to include as a member of the committee one (1) outside consultant.

The Committee must meet within five (5) working days following the request of one (1) of the parties.

The employee whose case is brought before the grievance committee must receive written notice in advance from the College. At his/her request, and provided that he/she is present at the set time, the employee shall be heard by the grievance committee.

An agreement reached by the grievance committee shall bind the parties concerned. An employee covered by such an agreement cannot avail himself/herself of the arbitration procedure and shall be bound by the aforesaid agreement or ruling.

## **Article 9-2.00 - Arbitration Procedure**

### **9-2.01**

After having followed the grievance procedure outlined in article 9-1.00, if the Union wishes to submit a grievance to arbitration, it must, within sixty (60) working days following the submission of the grievance, send the "Notice of Grievance and Arbitration" form to the College and to the first arbitrator whose name appears in this article.

The use of the *Système informatisé du Greffe des tribunaux d'arbitrage (SIGTA)* constitutes a valid means to submit grievances and notices of arbitration.

### **9-2.02**

The time limit set in clause 9-2.01 must be respected and may not be extended without written consent from the parties. However, if the Union uses the records office's or the College's computer system and a malfunction in these systems prevents it from sending said notice on the sixtieth (60<sup>th</sup>) working day following submission of the grievance, the deadline shall be extended automatically to the end of the full working day immediately following the re-establishment of the computer system in question.

The College shall be deemed to have received the notice of arbitration when the Union proves that it has forwarded this notice within the prescribed time frame.

The signing date of the acknowledgment of receipt of the notice of arbitration sent by registered mail or by any electronic means as provided for in article 10-9.00 shall constitute proof for the purposes of calculating deadlines.

Within thirty (30) days preceding the scheduling of cases provided for in clause 9-2.05, the Union may notify the College in writing that a request will be made to appoint an arbitrator to hear the grievance in question. Such notice shall be sent for information purposes and shall not constitute the subject of a preliminary objection.

### **9-2.03**

The first arbitrator on the arbitration office in the education sector shall ensure the proper functioning of the arbitration boards referred to in this article, in collaboration with the chief clerk of the records office.

The chief clerk shall ensure the proper functioning of the records office of the arbitration office in the education sector.

### **9-2.04**

Upon receipt of a notice of arbitration, the records office shall open a file to which it shall assign a case number and then forward to the Union and the College an acknowledgment of receipt of the notice, indicating the case number and the date on which it was received. Furthermore, it shall forward to the Fédération des cégeps, the provincial union party concerned and the Ministère a copy of the Notice of Grievance and Arbitration and the acknowledgment of receipt.

### **9-2.05**

The representatives of the provincial parties shall meet each month, during the week preceding the scheduling of cases provided for in clause 9-2.06, in order to process grievances received in the course of the preceding month, using one or the other of the arbitration procedures provided for in the collective agreement.

Moreover, after having reviewed the grievances on the roll, the provincial parties' representatives may submit recommendations to the parties concerning the settlement of certain grievances.

### **9-2.06**

The first arbitrator or the chief clerk, under the first arbitrator's authority, shall summon in writing, at least ten (10) working days in advance, the designated representatives of the Fédération des cégeps, the Ministère and the provincial union party concerned to a meeting in order to:

- a) prepare the monthly arbitration roll and set the time, date and place of the arbitration hearings. The grievances shall be scheduled in accordance with the availability of the arbitrators and the provincial parties. To this effect and subject to the availability of the arbitrators, the provincial parties mutually guarantee thirty-five (35) days of hearings spread over the months of September through June, for an average of three and a half (3.5) days a month;
- b) appoint an arbitrator from the list mentioned in clause 9-2.08 or 9-2.09, as the case may be;
- c) for each arbitration hearing scheduled in accordance with paragraph a), set other grievances that can be heard by the arbitrator in case of the postponement or cancellation of a hearing.

The records office shall so notify the arbitrator, the parties concerned, the provincial union party, the Fédération des cégeps and the Ministère.



During such meeting, the representatives of the provincial parties shall deliver the list of grievances to be entered on the monthly arbitration roll during the following meeting, as well as the proposed procedure.

Unless the arbitrator is hearing another grievance on the scheduled day, hearing dates that are cancelled more than seven (7) days before the scheduled date of the hearing because of a postponement requested by one of the parties, a discontinuance or a settlement, shall not be accounted for in the thirty-five (35) days of hearings mentioned in paragraph a) of this clause.

**9-2.07**

Within ten (10) working days following the meeting provided for in clause 9-2.06, the parties empowered to appoint an assessor, if applicable, and an attorney shall notify the records office of the name of the assessor and the attorney of their choice.

**9-2.08**

Grievances submitted to arbitration in accordance with the provisions of the collective agreement shall be decided by a single arbitrator, unless the two provincial parties agree to add two (2) assessors appointed by the parties. The arbitrator shall be chosen from among the following:

Ménard, Jean-Guy, first arbitrator	Frumkin, Harvey
Beaulieu, Francine	Hamelin, François
Blouin, Rodrigue	Lavoie, Jean-Marie
Courtemanche, Louis-B.	Plamondon, Marc
Doyon, Louise	Roy, Jean-Guy
Ferland, Gilles	Thellend, Paul-Émile
Fortier, Diane	Tousignant, Lyse
Fortier, François-G.	Tremblay, Denis
Fortin, Pierre-A.	Villaggi, Jean-Pierre

The provincial parties agree to modify this list of arbitrators no later than July 1, 2011. Afterwards, the provincial parties may agree to modify the said list of arbitrators.

**9-2.09**

In the case of a classification grievance, as provided for in article 6-5.00, the arbitrator shall be appointed by the first arbitrator or the chief clerk from among the following:

Ferland, Gilles	Tousignant, Lyse
Lapierre, Raymond C.	Tremblay, Denis

The provincial parties agree to modify this list of arbitrators no later than July 1, 2011. Afterwards, the provincial parties may agree to modify the said list of arbitrators.

**9-2.10**

Upon his/her appointment, the first arbitrator shall take the oath or shall solemnly declare before a Superior Court judge, to render judgment in accordance with the law and in conformity with the provisions of the collective agreement.

Upon his/her appointment, each arbitrator shall take the oath or shall solemnly declare before the first arbitrator, for the duration of the collective agreement, to render judgment in accordance with the law and in conformity with the provisions of the collective agreement.

**9-2.11**

At least one (1) week prior to the first (1<sup>st</sup>) arbitration hearing, the parties shall hold a meeting or a preparatory session (preferably a telephone conference) with the arbitrator in order to present and discuss the following:

- the list of documents to be submitted;
- any video or photographic evidence or any materials or reports submitted;
- the number of witnesses to be heard;
- the expected duration of the case;
- admissions;
- preliminary objections;
- was of expediting the hearing efficiently;
- any other question raised by the arbitrator.

**9-2.12**

In the case of an arbitration board with assessors, the arbitrator alone or with the assessor of only one (1) party shall not have the power to hold arbitration or deliberation sessions or to render decisions unless an assessor duly summoned in writing is absent from the hearing and, except for circumstances beyond his/her control, does not attend the next arbitration or deliberation session after having been sent another written notice at least seven (7) days in advance.

**9-2.13**

The arbitrator shall render his/her decision in accordance with the law and in conformity with the provisions of the collective agreement; he/she cannot modify, add to or subtract from the collective agreement in any manner whatsoever.

The arbitrator shall proceed with diligence to investigate the grievance in accordance with the procedure and evidence he/she deems appropriate.

**9-2.14**

In the case of a disciplinary measure, the arbitrator may decide in one of the following ways:

- a) to uphold the College's decision;

- b) to restore all the plaintiff's rights and reimburse him/her for the salary lost through suspension or dismissal, less the money he/she earned elsewhere or any compensation which he/she obtained during the period of suspension or dismissal;
- c) in any manner deemed fair and equitable.

#### **9-2.15**

When the grievance includes a monetary claim, the employee submitting the grievance shall not be obliged to determine the amount before the arbitrator decides whether he/she is entitled to this amount of money.

If it is decided that the grievance is well founded and if the parties cannot agree on the amount to be paid, a notice addressed to the same arbitrator shall enable him/her to make a final decision concerning the disagreement. The arbitrator may decree that the amount due to the plaintiff bear interest at the rate provided for in the Labour Code (R.S.Q., c. C-27).

#### **9-2.16**

When the arbitrator concludes that the grievance is well founded, he/she shall be empowered to compensate the plaintiff for the damages he/she suffered.

#### **9-2.17**

When extra arbitration sessions must be held for the same case, the arbitrator shall set the time, date and place of the subsequent sessions and notify the records office which, in turn, shall notify the parties concerned, the provincial union party, the Fédération des cégeps and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions.

#### **9-2.18**

The arbitration sessions shall be public. The arbitrator may, however, order the sessions to be held behind closed doors.

#### **9-2.19**

The arbitrator must render his/her decision within forty-five (45) days following the end of the hearings or of the written arguments, unless the representatives of the parties concerned agree in writing, before the expiry of this time limit, to extend it for a set number of days.

However, the decision shall not be nullified for the sole reason that it is made after the expiry of the said time limits.

The arbitrator shall justify and sign the arbitration decision. The arbitrator shall deposit two (2) signed copies of the decision with the records office.

At any time before rendering his/her final decision, the arbitrator may render any interim or interlocutory decision he/she deems fair and useful.

An arbitrator may not be awarded the hearing of a grievance if he/she has not rendered a decision within the time allowed, for as long as the decision is not rendered.

**9-2.20**

The arbitrator's decision shall be binding on the parties and must be carried out as soon as possible and before the expiry of the time limit prescribed in said decision, when such a time limit is set.

**9-2.21**

The records office shall forward each union representing support personnel in colleges affiliated with the CSN decisions concerning the collective agreement and applicable to support personnel in colleges affiliated with the CSN.

**9-2.22**

At any time before the arbitrator declares that the parties' representatives have stated that their evidence is concluded, the provincial union party, the Fédération des cégeps and the Ministère may intervene and make any representation that they deem appropriate or relevant.

**9-2.23**

Upon the request of one of the parties, the arbitrator may summon a witness. The writ of summons must be delivered at least five (5) full days before the hearing.

The witness's travel and accommodation expenses, as well as the tax provided for in the Labour Code (R.S.Q., c. C-27), where applicable, must be reimbursed by the party that recommended that he/she be summoned.

**9-2.24**

A party may request the services of an official stenographer; it may also request that the arbitration hearings be recorded on tape or otherwise. The expenses and fees incurred shall be the responsibility of the party that requested the services.

A copy of the transcript of the official stenographic notes and tapes, if applicable, must be forwarded to the arbitrator and to the assessors, if applicable, as well as to the other party; the expenses shall be borne by the party that requested such services.

**9-2.25**

The expenses and fees of the arbitrator and arbitrator-mediator shall be assumed by the losing party.

However, in the case of a grievance related to a dismissal, the fees and expenses of the arbitrator shall be assumed by the Ministère.

These provisions shall apply to grievances filed as of February 1, 2006.

The fees shall be paid only after the deposit of two (2) signed copies of the decision with the records office.

**9-2.26**

The assessors shall be remunerated and their expenses reimbursed by the party that they represent.

**9-2.27**

The expenses incurred by the records office and the salaries of records office personnel shall be assumed by the Ministère.

**9-2.28**

Arbitration and the deliberation sessions shall be held in rooms provided at not cost.

**9-2.29**

In preparing the schedule of cases, the provincial parties agree to give priority to grievances concerning the application of the terms and conditions of job priority and job security, and to cases involving suspension and dismissal.

**Article 9-3.00 - Arbitration with Respect to Interpretation**

**9-3.01**

The provincial parties may agree to submit for arbitration a misunderstanding relating to the interpretation of a provincially negotiated and approved stipulation as follows:

- a) Should a provincial party decide to avail itself of this procedure, it shall inform the other provincial party in writing; the latter must transmit its acceptance or refusal within thirty (30) days following the request.
- b) Should the provincial parties agree to proceed with arbitration, they must jointly define the misunderstanding to be submitted for arbitration.
- c) The provincial parties must agree on the appointment of a tribunal made up of three (3) arbitrators, who must be chosen from the list appearing in clause 9-2.08.
- d) The tribunal to which the misunderstanding is referred must, within ninety (90) days, render a unanimous, written and justified decision.
- e) The decision must be rendered in accordance with the applicable laws and must not modify, amend or add to the stipulations negotiated and approved at the provincial level.
- f) If an agreement on one of the items provided for in paragraph a), b) or c) cannot be reached, the request for arbitration shall be null and void.

**9-3.02**

The decision rendered by the tribunal shall be final and binding on the local and provincial parties.

**9-3.03**

The arbitrator's expenses and fees shall be governed by the provisions of this collective agreement.

**Article 9-4.00 - Arbitration-Mediation**

**9-4.01**

Notwithstanding the provisions of article 9-2.00, the College and the Union may agree to refer grievances to an arbitrator-mediator by forwarding a notice to this effect to the records office.

**9-4.02**

The records office shall choose, according to the procedure provided for in article 9-2.00, an arbitrator-mediator from the following list:

Beaulieu, Francine

Thellend, Paul-Émile

Ferland, Gilles

Tousignant, Lyse

Hamelin, François

The provincial parties agree to modify this list of arbitrator-mediators no later than July 1, 2011. Afterwards, the provincial parties may agree to modify the said list of arbitrator-mediators.

**9-4.03**

The arbitrator-mediator shall attempt to help the parties reach a settlement. To do so, he/she may use his/her powers of investigation and conciliation. If a settlement is reached at this stage, it shall be recorded in writing and the arbitrator-mediator shall take note of it. This settlement shall bind the parties.

**9-4.04**

In the event that one or more grievances included in the arbitration-mediation process are unresolved, the remaining grievances shall be dealt with in accordance with the arbitration procedure agreed upon by the parties prior to the arbitration-mediation.

**9-4.05**

This procedure shall apply for every group of at least five (5) grievances agreed upon by the College and the Union.

**9-4.06**

The expenses and fees of the arbitrator-mediator shall be governed by the provisions of this collective agreement.

## **Article 9-5.00 - Accelerated Arbitration**

### **9-5.01**

The College and the Union may agree to submit a grievance to accelerated arbitration in accordance with the following provisions.

### **9-5.02**

A notice signed by the authorized representatives of the parties stating that the grievance is being submitted to accelerated arbitration shall be sent to the records office and the provincial parties prior to the scheduling of the hearing.

### **9-5.03**

Whenever possible and for test purposes, at least one (1) day of hearings per month shall be reserved for accelerated arbitration.

### **9-5.04**

All grievances submitted to accelerated arbitration shall be given priority after the application of clause 9-2.29, and every day thus spent shall be included in the number of days provided for in paragraph a) of clause 9-2.05.

### **9-5.05**

The arbitration hearing of a grievance shall not exceed one (1) day's duration. No document or jurisprudence may be submitted to the arbitrator by the parties after the day of the hearing unless agreed upon by the parties.

### **9-5.06**

The parties and their respective attorneys shall meet at the College for a preparatory session at least thirty (30) days prior to the date set for the hearing. At this meeting, a file shall be prepared for the arbitrator stating, in particular, the way in which the evidence is to be presented at the hearing, admissions, the preliminary procedures and the documentary evidence.

### **9-5.07**

The provisions of clause 9-5.06 shall not prevent the parties from presenting full evidence during the hearing.

### **9-5.08**

The arbitrator may retain any objection as to content or form under reserve. Unless agreed upon by the parties, these objections may not interrupt the investigation.

### **9-5.09**

The arbitrator shall render his/her decision within fifteen (15) days following the end of the hearing. This decision shall be summarily justified and shall constitute a specific case.

### **9-5.10**

All grievances submitted to accelerated arbitration shall be heard by a single arbitrator chosen from among the persons mentioned in clause 9-2.08.

## **Article 9-6.00 - Update of Grievances Filed Prior to this Collective Agreement**

### **9-6.01**

The provincial parties agree to the following provisions in order to update and settle the grievances filed with the arbitration office in the education sector on the signing of this collective agreement.

### **9-6.02**

Within thirty (30) days following the effective date of the collective agreement, the provincial union party shall submit to the provincial employer party a list of grievances concerning interpretation and classification to be updated. The provincial parties shall agree on a definitive list within the following thirty (30) days.

### **9-6.03**

The provincial parties shall each, at their own expense, assign one (1) person to carry out this function. The assignment shall be for six (6) months and shall begin the week following the establishment of the definitive list provided for in the preceding clause. It may be extended by agreement between the provincial parties.

### **9-6.04**

The representatives of the provincial parties shall study the grievances filed with the arbitration office in the education sector for each college and shall recommend to the parties any settlement they deem acceptable.

### **9-6.05**

At the end of the operation, the representatives of the provincial parties shall produce a list of unsettled grievances by college.

### **9-6.06**

Unsettled grievances on the list and the other grievances sent to arbitration under the provisions of the preceding collective agreements shall be decided in accordance with the provisions of those agreements.

### **9-6.07**

Notwithstanding clause 9-6.06 and except in the case where a court has already heard the grievance, these grievances shall be heard by an arbitrator whose name appears in clause 9-2.08 or 9-2.09, as the case may be, of this collective agreement.



## **Article 9-7.00 - Grievances Involving Classification**

### **9-7.01**

For a three (3)-year trial period beginning on the effective date of the collective agreement, the provincial parties agree to the following provisions for the settlement of grievances related to classification.

Three (3) months before the deadline, they shall evaluate the settlement procedure of the grievances related to classification.

They may decide to continue using the procedure until the effective date of the new collective agreement. Otherwise, the provisions of articles 6-5.00 and 6-6.00 of this collective agreement shall apply.

### **9-7.02**

An employee or the Union claiming that the main duties required of the employee on a regular basis by the College do not correspond to the employee's class of employment may file a reclassification request using the following procedure:

1. Within thirty (30) working days following the occurrence of the fact, the employee may file a reclassification request with the human resources department. The request must indicate the class of employment claimed and must be accompanied by the form agreed upon by the provincial parties, containing a detailed description of the main duties performed on a regular basis by the employee.

Neither the thirty (30)-day deadline provided for in the preceding paragraph, nor the occurrence of a situation prior to the effective date of the collective agreement, shall render the request invalid. Even if the situation continues during this delay or if the situation occurred thirty (30) days prior to the filing of the request.

2. The College shall analyze the employee's duties and confirm or refute the statements included in the form submitted under the preceding paragraph.
3. Following this analysis, and no later than the thirtieth (30<sup>th</sup>) working day following the filing of the request, the College shall notify the employee and the Union of its decision. If applicable, the College must indicate how its views differ from the statements included in the form.

### **9-7.03**

If no decision is rendered within the deadline provided in paragraph 3. of the preceding clause, or in the case of a refusal on behalf of the College, the reclassification request shall be referred to the local classification committee.

Unless the parties agree, the local classification committee will meet within ten (10) working days following the College's response to the employee, or following the deadline provided for in paragraph 3. of the preceding clause.

**9-7.04**

The local classification committee is composed of a maximum of two (2) representatives of the Union and of a maximum of two (2) representatives of the College.

Subject to the provisions of this article, the local classification committee is self-sufficient with regards to its operating procedure.

An agreement reached at the local classification committee binds the parties and the concerned employee.

**9-7.05**

For lack of a settlement of the reclassification request after the first meeting of the local classification committee, the request shall then become a classification grievance duly submitted to the College.

**9-7.06**

If the Union wishes to submit the grievance to an arbitration procedure, it must notify in writing the College and the first arbitrator on the list in article 9-2.00 within thirty (30) working days following the first meeting of the local classification committee. The Union shall send the classification grievance to the first arbitrator at the same time as the notice.

**9-7.07**

At all times before the decision is rendered by the arbitrator, the parties are at liberty to meet again at the local classification committee to discuss the dispute.

**9-7.08**

The date and location of the arbitration hearing and the choice of arbitrator shall be set in accordance with the provisions of article 9-2.00, subject to the necessary adaptations.

However, the arbitrator shall be chosen from the following list:

Ferland, Gilles	Thellend, Paul-Émile
Ladouceur, André	Tousignant, Lyse
Lapierre, Raymond C.	

The provincial parties agree to modify this list of arbitrators no later than July 1, 2011. Afterwards, the provincial parties may agree to modify the said list of arbitrators.

**9-7.09**

The Union shall send the arbitrator, no later than ten (10) working days prior to the day of the hearing, a copy of the grievance, the form and the College's response provided for in clause 9-4.01. The Union informs the College that this has been done.

## **Powers and responsibilities of the arbitrator**

### **9-7.10**

The arbitrator who recognizes a grievance submitted in accordance with this article shall only have the power to grant the monetary compensation equivalent to the difference between the salary of the employee and the higher salary corresponding to the duties which the employee has proven in arbitration that he/she actually performs.

### **9-7.11**

This monetary compensation must not be allocated later than the date of the arbitrator's decision and must be determined by the application of the rules governing promotion or transfer provided for in article 6-4.00.

Also, there shall be no retroactive payment under this paragraph when more than ninety (90) days have elapsed from the date of the reception of the reclassification request by the College.

### **9-7.12**

The arbitrator, in order to fulfil his/her mandate, must refer to the classification plan and establish the agreement between the duties performed by the employee and those outlined in the classification plan.

If the arbitrator cannot establish the agreement mentioned above because no class of employment in the classification plan corresponds to the employee's duties, the following provisions shall apply:

1. Within twenty (20) working days following the arbitrator's decision, the provincial parties shall meet in order to determine a monetary compensation within the salary scales provided for in the collective agreement and shall agree, if applicable, on the class of employment of said compensation for purposes of the application of clause 9-7.15.
2. In the absence of an agreement, the Union concerned by the arbitration decision may request that the arbitrator determine the monetary compensation by finding in this collective agreement a salary which is closer to a salary accompanying duties similar to those of the employee concerned, in the sectors provided for in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

## **Other provisions**

### **9-7.13**

Notwithstanding clause 9-6.06, the parties may agree to submit a classification grievance filed to arbitration mediation under the provisions of the 2005-2010 collective agreement or provisions of previous collective agreements to the procedure provided for in this article.

**9-7.14**

If the College recognizes a classification grievance and decides to maintain the characteristics of the position, the incumbent shall be deemed to meet the qualifications and conditions required by the College and provided for in clause 5-2.02 regarding the position in question. In such case, the provisions of clause 9-7.15 shall apply.

**9-7.15**

When the College decides to maintain the characteristics of a position that entitle the incumbent to compensatory benefits following an arbitrator's decision or an agreement between the local parties, said incumbent shall obtain the position.

Should the College decide to comply with this clause, the employee who temporarily held the position shall benefit from the salary associated with said position.

## **CHAPTER 10 - GENERAL PROVISIONS**

### **Article 10-1.00 - Outside Contracts**

#### **10-1.01**

The College may use outside contracts as long as this action does not result in the laying off or placing on availability of the regular employees of the College or of reducing the number of hours of a regular employee working in the department in question.

#### **10-1.02**

The College shall consult the Union by means of the LRC before granting or renewing an ongoing outside contract for three (3) months or more.

At the LRC meeting, the parties may examine alternatives in which regular employees do the work.

The College shall send the Union a copy of the outside contract as soon as it is awarded.

However, contracts granted for the renovation and construction of buildings shall be exempted from this compulsory consultation.

### **Article 10-2.00 - Modifications of Working Conditions**

#### **10-2.01**

The College may modify existing working conditions not provided for in this collective agreement. It is agreed, however, that, if an employee feels wronged by these modifications, he/she may file a grievance; in this case, it will be the College's responsibility to demonstrate that the employee's working conditions are normal.

#### **10-2.02**

Any specific working condition altering the working conditions provided for in the collective agreement, agreed upon or to be agreed upon, orally or in writing, between the employees and the College and which would be binding on one or several of the employees, shall be null and void.

#### **10-2.03**

Letters of agreement concluded by the parties while the collective agreement is in force shall only become effective upon signature by the provincial parties.

## **Article 10-3.00 - Publication**

### **10-3.01**

The provincial employer party shall electronically publish the French text consistent with the collective agreement and of the classification plan in effect, as well as the English version of these documents.

Within one hundred twenty (120) days following the signature of the collective agreement, the provincial employer party shall deliver to the provincial union party in hard copy format, the French text consistent with the collective agreement and the classification plan in effect. The number of copies delivered shall be equal to ten per cent (10%) of the number of FTE equivalent by Francophone college on the effective date of the collective agreement, but no less than twenty (20) copies by Francophone college.

Moreover, the provincial employer party shall deliver to the provincial union party in hard copy format two hundred (200) additional copies of the French text consistent with the collective agreement and the classification plan in effect.

At the same time, in the case of Anglophone colleges or campuses, the provincial employer party shall deliver to the provincial union party, in hard copy format, copies of the English version of the collective agreement and the classification plan corresponding to the official French text in effect. The number of copies delivered shall be equal to ten per cent (10%) of the number of FTE equivalent by Anglophone college or campus on the effective date of the collective agreement, but no less than twenty (20) copies by Anglophone college or campus.

### **10-3.02**

The provincial parties agree to grant leave to two (2) employees for the purpose of verifying the English version of the legal French text of the collective agreement. The duration of this leave shall be a maximum of five (5) working days, the conditions and duration of the leave to be determined by the provincial parties.

## **Article 10-4.00 - Non-Discrimination**

### **10-4.01**

It is agreed that neither the College, the Union or their respective representatives may threaten, coerce, harass or discriminate against an employee on the basis of his/her race, colour, religious beliefs or lack thereof, sex, sexual orientation, language, age except as provided for by law, civil status, nationality, social origin, social condition, physical handicap or means of dealing with a physical handicap, political opinions, or because he/she has exercised a right granted by the collective agreement or by the law.

## **Article 10-5.00 - Sums to be Recovered**

### **10-5.01**

If the College has overpaid an employee, it shall send him/her written notice to this effect with a copy to the Union. The College may only establish the terms and conditions of repayment after agreement with the employee; in the absence of an agreement and after consultation with the Union, the College shall proceed.

However, it may not deduct more than seven per cent (7%) of the employee's gross salary from his/her pay, until the amount has been completely recovered. The employee must pay the interest normally required by a local Caisse populaire for a loan of the same amount for the duration of the reimbursement, as of the thirtieth (30<sup>th</sup>) day of the claim.

### **10-5.02**

If the College, for any reason, has not paid all the amounts due to an employee, it shall pay the employee these amounts, as well as the interest that it would normally pay on a loan of the same amount at a local Caisse populaire, as of the thirtieth (30<sup>th</sup>) day following the date on which the sum is due.

### **10-5.03**

The parties may, by way of a local arrangement, decide to amend or replace this article.

## **Article 10-6.00 - Equal Opportunity**

### **10-6.01**

The College may set up an equal opportunity advisory committee comprised of support personnel, teachers, professionals and administrators whose mandate is:

- a) to make any useful recommendations on the follow-up of the implementation of the local equal opportunity program;
- b) to study all related problems.

## **Article 10-7.00 - Violence in the Workplace**

### **10-7.01**

Violence in the workplace consists of behaviours, acts or threats from a person or group of persons which compromise, whether intentionally or not, the psychological or physical security of a person or group of persons.

### **10-7.02**

The College and the Union agree that violence in the workplace constitutes a reprehensible act and shall strive to eliminate its practice.

### **10-7.03**

The College may appoint a committee to counter all forms of harassment, whose mandate is as follows:

- a) to take recommendations on all matters relating to harassment;
- b) to provide the appropriate means of information;
- c) to provide, if applicable, procedures for recourse.

### **10-7.04**

This committee may include representatives from the following groups: support personnel, teachers, professionals, administrators and students.

The committee shall be set up at the request of any one of these groups and shall determine its own operating procedure.

## **Article 10-8.00 - Technological Changes**

### **10-8.01**

The parties shall understand by technological changes the introduction or addition of machinery, equipment or material, or their modification, which cause a substantial change in current work techniques, methods or procedures which require particular qualifications or, if applicable, preliminary training or professional development.

### **10-8.02**

In no event may technological changes have the effect of preventing an employee from holding any position in the class of employment for which he/she is already qualified, provided that he/she agrees to and succeeds in the necessary professional development.

### **10-8.03**

The College shall, no later than June 1 of each year, submit to the Union its plans for technological changes during the following contract year for the purpose of consultation. This consultation shall take place within the framework of the LRC and shall be completed no later than July 1.

### **10-8.04**

The plan submitted to the Union must contain the following items:

- a) the nature of the technological change;
- b) the employees and positions liable to be affected;
- c) the foreseeable date when the changes will take effect;
- d) the planned training.



**10-8.05**

Should the College wish to proceed with the implementation of technological change not foreseen in the plan presented in accordance with clause 10-8.03, it must notify the Union at least ninety (90) days in advance.

This notice shall include the items mentioned in clause 10-8.04; it shall be followed by a consultation of the Union within the framework of the LRC, which will end no later than thirty (30) days after sending the notice.

**Article 10-9.00 - Transmission of Written Notices****10-9.01**

For the purposes of applying this collective agreement, the use of a fax or e-mail shall constitute a valid means of transmitting written notices. This shall apply in cases where the collective agreement refers to a specific mode of transmission.

**Article 10-10.00 - Appendices****10-10.01**

The appendices form an integral part of the collective agreement.

**Article 10-11.00 - Duration of the Collective Agreement****10-11.01**

The collective agreement shall take effect on the date of its signature, unless otherwise agreed, until March 31, 2015. It shall remain in effect until it is renewed.

It shall have no retroactive effect unless otherwise provided for.

## **APPENDIX**

### **APPENDIX "A"**

#### **MOVING COSTS**

##### **1.01**

The provisions of this appendix shall apply to any employee who, by virtue of the provisions concerning job security, is subject to a relocation which involves a change in domicile.

When the distance between the previous place of work and the new place of work is more than fifty kilometres (50 km), the moving expenses provided in this appendix shall apply if the employee moves.

##### **1.02**

The allowances provided for below shall be paid by the College of origin, upon presentation of supporting evidence. The College of origin agrees to pay the authorized expenses within thirty (30) days.

##### **1.03**

Any employee to whom a position is offered and who, by accepting such an offer, must move shall be entitled to take leave from work:

- a) without loss of pay for a maximum of three (3) working days, excluding the time required for a return trip, in order to look for a new home. In such cases, the College of origin shall reimburse the cost of a return trip for the employee and his/her spouse, as well as their living expenses for a period not exceeding three (3) days, in accordance with the regulations concerning travel costs in effect at the College of origin;
- b) without loss of pay, for three (3) working days, in order to move into the new home. In such a case, the employee's travel and living expenses and those of his/her dependents shall be reimbursed in accordance with the regulations concerning travel costs in effect at the College of origin.

##### **1.04**

The College of origin shall assume, upon presentation of supporting evidence, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including packing and unpacking and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that he/she supplies, in advance, at least two (2) detailed bids for the costs to be incurred.

**1.05**

However, the College of origin shall not pay the cost of transporting the employee's personal vehicle, unless the location of his/her new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed.

**1.06**

When the move from one home to another cannot take place as a direct result of reasons beyond the employee's control, other than the construction of a new residence, the College of origin shall pay the costs of storing the employee's furniture and personal effects and those of his/her dependents for a period not to exceed two (2) months.

**1.07**

The College of origin shall pay a moving allowance of seven hundred fifty dollars (\$750) to any transferred employee who maintains a residence, or two hundred dollars (\$200) to any employee who does not maintain a residence, in compensation for the related moving expenses (carpets, draperies, disconnecting and installing electrical appliances, cleaning, babysitting fees, etc.), unless said employee is assigned to a location where complete facilities are made available to him/her.

**1.08**

The College of origin shall pay the equivalent of one (1) month's rent to the employee who must leave a dwelling without a written lease. If there is a lease, the College of origin shall reimburse, up to a maximum of three (3) month's rent, the employee who must break his/her lease when the owner demands compensation. In both cases, the employee must attest that the landlord's request is well-founded and produce supporting evidence.

**1.09**

If the employee chooses to sublet his/her dwelling himself, reasonable costs for advertising the sublet shall be assumed by the College of origin.

**1.10**

The College of origin shall pay the employee who must sell his/her house (principal residence) the following:

- a) the real estate agent's fees, upon presentation of the following documents:
  - the contract with the real estate agent immediately after its drawing up;
  - the sales contract;
  - the statement of the agent's fees;
- b) the penalty for breach of mortgage at real cost, if applicable;
- c) the proprietor's transfer tax at real cost, if applicable.

The College of origin shall pay the employee who has sold his/her house because of a relocation and who purchases a new one in order to set up residence in the area of his/her new posting, the cost of notarized deeds that the employee must pay.

#### **1.11**

When the relocated employee's house is not sold by the time he/she must assume his/her obligations regarding his/her new place of residence, even though it has been put up for sale at a reasonable price, the costs of keeping the unsold house shall not be reimbursed but, if applicable, the College of origin shall reimburse the following expenses upon presentation of supporting evidence, for a period not exceeding three (3) months:

- a) municipal and school taxes;
- b) the interest on the mortgage;
- c) the cost of the insurance premium.

#### **1.12**

When the move from one home to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the College of origin shall reimburse the employee for his/her living expenses and those of his/her family in accordance with the regulations concerning travel expenses in effect at the College, normally for a period not exceeding two (2) weeks.

#### **1.13**

If the move is delayed with the authorization of the College of origin and if the family of the employee who is married or joined in civil union is not relocated immediately, the College of origin shall assume the employee's travel costs to visit his/her family every two (2) weeks, if the distance to be covered is equal to or less than a five hundred kilometres (500 km) round trip, and once a month if the return distance to be covered exceeds five hundred kilometres (500 km) round trip, up to a maximum of one thousand six hundred kilometres (1 600 km) round trip.

#### **1.14**

In the case where a relocated employee chooses not to sell his/her house (principal residence), he/she may benefit from the provisions of this clause.

In order to avoid a double financial burden for the employee-owner due to the fact that his/her principal residence is not rented at the time he/she assumes his/her new accommodation obligations in the new location, the College of origin shall pay him/her, for the period during which his/her house is not rented, the amount of his/her new rent, for up to three (3) months, upon presentation of supporting evidence.

Moreover, the College of origin shall reimburse him/her, upon presentation of supporting evidence, for:

- the reasonable advertising costs;
- the cost of no more than two (2) trips incurred for the renting of his/her house, in accordance with the regulations concerning travel costs in effect at the College of origin.

**1.15**

The reimbursement of the moving expenses specified in this appendix shall be made within sixty (60) days following the employee's submission of the supporting evidence.

**APPENDIX "B"**

**SALARY SCALES**

Administration Technician .....	163
Aeronautics Maintenance Technician .....	166
Audio-visual Technician .....	164
Building Engineer .....	165
Certified Aeronautics Maintenance Technician .....	166
Data Processing Operator .....	173
Data Processing Technician .....	167
Data Processing Technician, principal class .....	168
Day Camp Counsellor .....	172
Dental Hygienist .....	167
Documentation Technician .....	165
Electronic Technician .....	165
Graphic Arts Technician .....	163
Information Technician .....	167
Laboratory Attendant .....	170
Laboratory Technician .....	165
Mechanical Production Technician .....	165
Office Agent, class I .....	169
Office Agent, class II .....	169
Office Agent, principal class .....	170
Office Assistant .....	171
Offset Duplicator Operator .....	172
Offset Duplicator Operator, principal class .....	173
Recreation Technician .....	168
Secretary, class I .....	174
Secretary, class II .....	173
Social Work Technician .....	169
Sports Activity Counsellor .....	172
Sports and Swimming Leader .....	170
Storekeeper, class I .....	171
Storekeeper, class II .....	171
Swimming Pool Supervisor .....	174
Test Bed Technician .....	164
Rates of abolished or integrated employment classes	
Class: Storekeeper, Principal Class .....	175
Class: Electronic Phototypesetter Operator .....	175

**CLASS: Administration Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	17.19	17.32	17.49	17.80	18.16
2	17.75	17.88	18.06	18.38	18.75
3	18.48	18.62	18.81	19.14	19.52
4	19.12	19.26	19.45	19.79	20.19
5	19.89	20.04	20.24	20.59	21.00
6	20.57	20.72	20.93	21.30	21.73
7	21.42	21.58	21.80	22.18	22.62
8	22.20	22.37	22.59	22.99	23.45
9	23.04	23.21	23.44	23.85	24.33
10	23.91	24.09	24.33	24.76	25.26
11	24.80	24.99	25.24	25.68	26.19
12	25.75	25.94	26.20	26.66	27.19

**CLASS: Graphic Arts Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	16.73	16.86	17.03	17.33	17.68
2	17.29	17.42	17.59	17.90	18.26
3	18.00	18.14	18.32	18.64	19.01
4	18.63	18.77	18.96	19.29	19.68
5	19.38	19.53	19.73	20.08	20.48
6	20.05	20.20	20.40	20.76	21.18
7	20.87	21.03	21.24	21.61	22.04
8	21.64	21.80	22.02	22.41	22.86
9	22.44	22.61	22.84	23.24	23.70
10	23.29	23.46	23.69	24.10	24.58
11	24.15	24.33	24.57	25.00	25.50
12	25.09	25.28	25.53	25.98	26.50

**CLASS: Audio-visual Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	16.42	16.54	16.71	17.00	17.34
2	17.10	17.23	17.40	17.70	18.05
3	17.66	17.79	17.97	18.28	18.65
4	18.31	18.45	18.63	18.96	19.34
5	18.97	19.11	19.30	19.64	20.03
6	19.65	19.80	20.00	20.35	20.76
7	20.33	20.48	20.68	21.04	21.46
8	21.12	21.28	21.49	21.87	22.31
9	21.93	22.09	22.31	22.70	23.15
10	22.74	22.91	23.14	23.54	24.01
11	23.53	23.71	23.95	24.37	24.86
12	24.42	24.60	24.85	25.28	25.79

**Class: Test Bed Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	21.62	21.78	22.00	22.39	22.84
2	22.27	22.44	22.66	23.06	23.52
3	22.92	23.09	23.32	23.73	24.20
4	23.61	23.79	24.03	24.45	24.94
5	24.33	24.51	24.76	25.19	25.69
6	25.04	25.23	25.48	25.93	26.45
7	25.80	25.99	26.25	26.71	27.24
8	26.58	26.78	27.05	27.52	28.07
9	27.36	27.57	27.85	28.34	28.91
10	28.20	28.41	28.69	29.19	29.77



**Class: Documentation Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	17.34	17.47	17.64	17.95	18.31
2	18.05	18.19	18.37	18.69	19.06
3	18.64	18.78	18.97	19.30	19.69
4	19.33	19.47	19.66	20.00	20.40
5	20.03	20.18	20.38	20.74	21.15
6	20.74	20.90	21.11	21.48	21.91
7	21.45	21.61	21.83	22.21	22.65
8	22.30	22.47	22.69	23.09	23.55
9	23.15	23.32	23.55	23.96	24.44
10	24.00	24.18	24.42	24.85	25.35
11	24.86	25.05	25.30	25.74	26.25
12	25.75	25.94	26.20	26.66	27.19

**CLASSES: Electronic Technician  
Mechanical Production Technician  
Building Engineer  
Laboratory Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	18.09	18.23	18.41	18.73	19.10
2	18.64	18.78	18.97	19.30	19.69
3	19.23	19.37	19.56	19.90	20.30
4	19.83	19.98	20.18	20.53	20.94
5	20.46	20.61	20.82	21.18	21.60
6	21.06	21.22	21.43	21.81	22.25
7	21.73	21.89	22.11	22.50	22.95
8	22.40	22.57	22.80	23.20	23.66
9	23.09	23.26	23.49	23.90	24.38
10	23.81	23.99	24.23	24.65	25.14
11	24.55	24.73	24.98	25.42	25.93
12	25.31	25.50	25.76	26.21	26.73

**CLASS:           Aeronautics Maintenance Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	17.10	17.23	17.40	17.70	18.05
2	17.60	17.73	17.91	18.22	18.58
3	18.16	18.30	18.48	18.80	19.18
4	18.79	18.93	19.12	19.45	19.84
5	19.45	19.60	19.80	20.15	20.55
6	20.04	20.19	20.39	20.75	21.17
7	20.71	20.87	21.08	21.45	21.88
8	21.41	21.57	21.79	22.17	22.61
9	22.14	22.31	22.53	22.92	23.38
10	22.27	22.44	22.66	23.06	23.52
11	22.92	23.09	23.32	23.73	24.20

**CLASS:           Certified Aeronautics Maintenance Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	23.09	23.26	23.49	23.90	24.38
2	23.81	23.99	24.23	24.65	25.14
3	24.55	24.73	24.98	25.42	25.93
4	25.31	25.50	25.76	26.21	26.73

**CLASS: Information Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	16.70	16.83	17.00	17.30	17.65
2	17.38	17.51	17.69	18.00	18.36
3	17.95	18.08	18.26	18.58	18.95
4	18.62	18.76	18.95	19.28	19.67
5	19.29	19.43	19.62	19.96	20.36
6	19.98	20.13	20.33	20.69	21.10
7	20.66	20.81	21.02	21.39	21.82
8	21.47	21.63	21.85	22.23	22.67
9	22.30	22.47	22.69	23.09	23.55
10	23.13	23.30	23.53	23.94	24.42
11	23.94	24.12	24.36	24.79	25.29
12	24.83	25.02	25.27	25.71	26.22

**CLASSES : Data Processing Technician  
Dental Hygienist**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	18.91	19.05	19.24	19.58	19.97
2	19.56	19.71	19.91	20.26	20.67
3	20.16	20.31	20.51	20.87	21.29
4	20.86	21.02	21.23	21.60	22.03
5	21.53	21.69	21.91	22.29	22.74
6	22.22	22.39	22.61	23.01	23.47
7	22.93	23.10	23.33	23.74	24.21
8	23.70	23.88	24.12	24.54	25.03
9	24.49	24.67	24.92	25.36	25.87
10	25.27	25.46	25.71	26.16	26.68
11	26.10	26.30	26.56	27.02	27.56
12	26.97	27.17	27.44	27.92	28.48

**CLASS: Data Processing Technician, principal class**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	22.62	22.79	23.02	23.42	23.89
2	23.41	23.59	23.83	24.25	24.74
3	24.15	24.33	24.57	25.00	25.50
4	25.01	25.20	25.45	25.90	26.42
5	25.86	26.05	26.31	26.77	27.31
6	26.71	26.91	27.18	27.66	28.21
7	27.72	27.93	28.21	28.70	29.27
8	28.69	28.91	29.20	29.71	30.30
9	29.71	29.93	30.23	30.76	31.38

**CLASS: Recreational Activities Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	18.75	18.89	19.08	19.41	19.80
2	19.33	19.47	19.66	20.00	20.40
3	19.93	20.08	20.28	20.63	21.04
4	20.55	20.70	20.91	21.28	21.71
5	21.22	21.38	21.59	21.97	22.41
6	21.84	22.00	22.22	22.61	23.06
7	22.52	22.69	22.92	23.32	23.79
8	23.24	23.41	23.64	24.05	24.53
9	23.96	24.14	24.38	24.81	25.31
10	24.66	24.84	25.09	25.53	26.04
11	25.48	25.67	25.93	26.38	26.91
12	26.23	26.43	26.69	27.16	27.70

**Class: Social Work Technician**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	20.82	20.98	21.19	21.56	21.99
2	21.45	21.61	21.83	22.21	22.65
3	22.13	22.30	22.52	22.91	23.37
4	22.82	22.99	23.22	23.63	24.10
5	23.55	23.73	23.97	24.39	24.88
6	24.24	24.42	24.66	25.09	25.59
7	25.00	25.19	25.44	25.89	26.41
8	25.77	25.96	26.22	26.68	27.21
9	26.59	26.79	27.06	27.53	28.08
10	27.38	27.59	27.87	28.36	28.93
11	28.26	28.47	28.75	29.25	29.84
12	29.15	29.37	29.66	30.18	30.78

**Class: Office Agent, class II**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	16.69	16.82	16.99	17.29	17.64
2	17.10	17.23	17.40	17.70	18.05
3	17.48	17.61	17.79	18.10	18.46
4	17.90	18.03	18.21	18.53	18.90

**Class: Office Agent, class I**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	17.63	17.76	17.94	18.25	18.62
2	18.23	18.37	18.55	18.87	19.25
3	18.82	18.96	19.15	19.49	19.88
4	19.50	19.65	19.85	20.20	20.60
5	20.15	20.30	20.50	20.86	21.28

**Class: Office Agent, principal class**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	19.78	19.93	20.13	20.48	20.89
2	20.36	20.51	20.72	21.08	21.50
3	21.01	21.17	21.38	21.75	22.19
4	21.74	21.90	22.12	22.51	22.96
5	22.39	22.56	22.79	23.19	23.65
6	23.00	23.17	23.40	23.81	24.29

**Class: Sports and Swimming Leader**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	18.59	18.73	18.92	19.25	19.64

**Class: Laboratory Attendant**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	15.48	15.60	15.76	16.04	16.36
2	15.86	15.98	16.14	16.42	16.75
3	16.22	16.34	16.50	16.79	17.13
4	16.61	16.73	16.90	17.20	17.54
5	16.99	17.12	17.29	17.59	17.94

**Class: Office Assistant**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	16.25	16.37	16.53	16.82	17.16

**Class: Storekeeper, class II**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	15.48	15.60	15.76	16.04	16.36
2	15.86	15.98	16.14	16.42	16.75
3	16.22	16.34	16.50	16.79	17.13
4	16.61	16.73	16.90	17.20	17.54

**Class: Storekeeper, class I**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	16.87	17.00	17.17	17.47	17.82
2	17.46	17.59	17.77	18.08	18.44
3	18.05	18.19	18.37	18.69	19.06
4	18.63	18.77	18.96	19.29	19.68
5	19.26	19.40	19.59	19.93	20.33

**Class: Sports Activity Counsellor**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	16.67	16.80	16.97	17.27	17.62
2	17.16	17.29	17.46	17.77	18.13
3	17.66	17.79	17.97	18.28	18.65
4	18.21	18.35	18.53	18.85	19.23
5	18.73	18.87	19.06	19.39	19.78
6	19.30	19.44	19.63	19.97	20.37
7	19.90	20.05	20.25	20.60	21.01
8	20.48	20.63	20.84	21.20	21.62
9	21.08	21.24	21.45	21.83	22.27
10	21.74	21.90	22.12	22.51	22.96
11	22.38	22.55	22.78	23.18	23.64

**Class: Day Camp Counsellor**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	18.59	18.73	18.92	19.25	19.64

**Class: Offset Duplicator Operator**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	15.48	15.60	15.76	16.04	16.36
2	16.02	16.14	16.30	16.59	16.92
3	16.59	16.71	16.88	17.18	17.52
4	17.16	17.29	17.46	17.77	18.13
5	17.73	17.86	18.04	18.36	18.73
6	18.34	18.48	18.66	18.99	19.37
7	18.97	19.11	19.30	19.64	20.03



**Class: Offset Duplicator Operator, principal class**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	18.09	18.23	18.41	18.73	19.10
2	18.66	18.80	18.99	19.32	19.71
3	19.23	19.37	19.56	19.90	20.30
4	19.86	20.01	20.21	20.56	20.97
5	20.49	20.64	20.85	21.21	21.63

**Class: Data Processing Operator**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	17.21	17.34	17.51	17.82	18.18
2	17.81	17.94	18.12	18.44	18.81
3	18.46	18.60	18.79	19.12	19.50
4	19.17	19.31	19.50	19.84	20.24
5	19.87	20.02	20.22	20.57	20.98
6	20.59	20.74	20.95	21.32	21.75

**Class: Secretary, class II**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	16.72	16.85	17.02	17.32	17.67
2	17.23	17.36	17.53	17.84	18.20
3	17.71	17.84	18.02	18.34	18.71
4	18.27	18.41	18.59	18.92	19.30
5	18.80	18.94	19.13	19.46	19.85
6	19.35	19.50	19.70	20.04	20.44

**Class:            Secretary, class I**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	19.21	19.35	19.54	19.88	20.28
2	19.80	19.95	20.15	20.50	20.91
3	20.41	20.56	20.77	21.13	21.55
4	21.03	21.19	21.40	21.77	22.21

**Class:            Swimming Pool Supervisor**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	16.07	16.19	16.35	16.64	16.97
2	16.54	16.66	16.83	17.12	17.46
3	17.01	17.14	17.31	17.61	17.96
4	17.57	17.70	17.88	18.19	18.55
5	18.07	18.21	18.39	18.71	19.08
6	18.59	18.73	18.92	19.25	19.64

## RATES OF ABOLISHED OR INTEGRATED EMPLOYMENT CLASSES

The following employment class is no longer part of the Classification Plan:

- Storekeeper, principal class

It is maintained, with the pertinent evolving salary, for the employees who were demoted under the provisions of the 1986-1988 collective agreement only.

### **Class: Storekeeper, principal class**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	19.23	19.37	19.56	19.90	20.30
2	19.92	20.07	20.27	20.62	21.03
3	20.58	20.73	20.94	21.31	21.74
4	21.29	21.45	21.66	22.04	22.48
5	21.94	22.10	22.32	22.71	23.16
6	22.68	22.85	23.08	23.48	23.95
7	23.45	23.63	23.87	24.29	24.78

The following employment class is no longer part of the Classification Plan:

- Electronic Phototypesetter Operator

Upon the signature of the collective agreement, an employee who holds a position in this employment class shall retain his/her salary progression for as long as he/she holds this position.

### **Class: Electronic Phototypesetter Operator**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	16.82	16.95	17.12	17.42	17.77
2	17.50	17.63	17.81	18.12	18.48
3	18.24	18.38	18.56	18.88	19.26
4	18.99	19.13	19.32	19.66	20.05
5	19.76	19.91	20.11	20.46	20.87
6	20.58	20.73	20.94	21.31	21.74

**APPENDIX "C"**

**SALARY RATES**

<u>Classes</u>	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
Trades Helper	16.99	17.12	17.29	17.59	17.94
Domestic Helper	16.25	16.37	16.53	16.82	17.16
Kitchen General Helper	16.72	16.85	17.02	17.32	17.67
Chief Electrician	22.92	23.09	23.32	23.73	24.20
Residence Caretaker	17.71	17.84	18.02	18.34	18.71
Light Vehicle Driver	16.61	16.73	16.90	17.20	17.54
Heavy Vehicle Driver	18.97	19.11	19.30	19.64	20.03
Cook, Class III	18.95	19.09	19.28	19.62	20.01
Cook, Class II	19.83	19.98	20.18	20.53	20.94
Cook, Class I	20.62	20.77	20.98	21.35	21.78
Cabinetmaker	21.56	21.72	21.94	22.32	22.77
Electrician	21.56	21.72	21.94	22.32	22.77
Gardener	17.90	18.03	18.21	18.53	18.90
Labourer	16.22	16.34	16.50	16.79	17.13
Maintenance Mechanic	21.56	21.72	21.94	22.32	22.77
Carpenter	20.62	20.77	20.98	21.35	21.78
Certified Maintenance Worker	20.62	20.77	20.98	21.35	21.78
Painter	19.13	19.27	19.46	19.80	20.20
Pipe Fitter	21.56	21.72	21.94	22.32	22.77

**CLASS: Stationary Engineer**

<u>Class</u>	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
I	24.76	24.95	25.20	25.64	26.15
II	23.60	23.78	24.02	24.44	24.93
III	23.60	23.78	24.02	24.44	24.93
IV	22.49	22.66	22.89	23.29	23.76
V	22.49	22.66	22.89	23.29	23.76
VI	22.49	22.66	22.89	23.29	23.76
VII	21.50	21.66	21.88	22.26	22.71
VIII	21.50	21.66	21.88	22.26	22.71
IX	21.50	21.66	21.88	22.26	22.71
X	20.51	20.66	20.87	21.24	21.66
XI	20.51	20.66	20.87	21.24	21.66
XII	20.51	20.66	20.87	21.24	21.66
XIII	19.52	19.67	19.87	20.22	20.62
XIV	19.06	19.20	19.39	19.73	20.12
XV	19.06	19.20	19.39	19.73	20.12
XVI	18.20	18.34	18.52	18.84	19.22
XVII	18.20	18.34	18.52	18.84	19.22
XVIII	17.77	17.90	18.08	18.40	18.77
XIX	17.77	17.90	18.08	18.40	18.77
XX <sup>1</sup>	16.99	17.12	17.29	17.59	17.94

**Class: Security Attendant**

Step	Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
1	15.48	15.60	15.76	16.04	16.36
2	15.86	15.98	16.14	16.42	16.75
3	16.22	16.34	16.50	16.79	17.13
4	16.61	16.73	16.90	17.20	17.54
5	16.99	17.12	17.29	17.59	17.94

<sup>1</sup> Reserved for mechanics helpers.

**APPENDIX "D"**

**SALARY RATE FOR STUDENT EMPLOYEES**

The salary rate of the student employee is determined in accordance with the employment class that includes his/her duties in conformity with the following list:

**STUDENT EMPLOYEE (TECHNICAL)**

**CLASSES :** Dental Hygienist  
Test Bed Technician  
Aeronautics Maintenance Technician  
Administration Technician  
Graphic Arts Technician  
Audio-visual Technician  
Documentation Technician  
Electronics Technician  
Mechanical Production Technician  
Information Technician  
Data Processing Technician  
Data Processing Technician, principal class  
Recreational Activities Technician  
Building Engineer  
Social Work Technician  
Laboratory Technician

Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
16.42	16.54	16.71	17.00	17.34

**STUDENT EMPLOYEE (PARATECHNICAL)**

**CLASSES :**      **Laboratory Attendant**  
                         **Offset Duplicator Operator**  
                         **Offset Duplicator Operator, principal class**  
                         **Data Processing Operator**

Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
15.40	15.52	15.68	15.95	16.27

**STUDENT EMPLOYEE (ADMINISTRATIVE)**

**CLASSES :**      **Office Agent, class II**  
                         **Office Agent, class I**  
                         **Office Agent, principal class**  
                         **Office Assistant**  
                         **Storekeeper, class II**  
                         **Storekeeper, class I**  
                         **Sports Activity Counsellor**  
                         **Day Camp Counsellor**  
                         **Secretary, class II**  
                         **Secretary, class I**  
                         **Swimming Pool Supervisor**

Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
15.40	15.52	15.68	15.95	16.27

**STUDENT EMPLOYEE (WORKER)**

**CLASSES :**      **Trades Helper**  
                         **Domestic Helper**  
                         **Kitchen General Helper**  
                         **Chief-electrician**  
                         **Residence Caretaker**  
                         **Light Vehicles Driver**  
                         **Heavy Vehicle Driver**  
                         **Cook, class III**  
                         **Cook, class II**  
                         **Cook, class I**  
                         **Cabinetmaker**  
                         **Electrician**  
                         **Gardener**  
                         **Labourer**  
                         **Maintenance Mechanic**  
                         **Stationary Engineer (classes I to XX)**  
                         **Carpenter**  
                         **Certified Maintenance Workman**  
                         **Painter**  
                         **Security Attendant**  
                         **Pipe Fitter**

Rate 2010-04-01 to 2011-03-31 (\$)	Rate 2011-04-01 to 2012-03-31 (\$)	Rate 2012-04-01 to 2013-03-31 (\$)	Rate 2013-04-01 to 2014-03-31 (\$)	Rate as of 2014-04-01 (\$)
15.86	15.98	16.14	16.42	16.75



**APPENDIX "E"**

**CREATION OF PART-TIME POSITIONS ON AN ANNUAL BASIS**

1. Each year, within the framework of the LRC discussions concerning the staffing plan, the parties shall identify past and present needs in terms of occasional tasks with a view to the eventual creation of part-time positions comprising a weekly average number of hours of work, on an annual basis.
2. At the end of the process, the College shall determine the number of positions to be created. The positions shall be created in accordance with the provisions of articles 5-1.00 and 5-2.00.
3. However, the number of part-time positions on an annual basis shall not exceed ten per cent (10%) of the total number of full-time positions, unless agreed otherwise between the parties.
4. A college that, at the signing of the collective agreement, has a number of part-time positions on an annual basis exceeding ten per cent (10%) shall be deemed to have reached an agreement to fill the existing positions. However, at the time of the departure of an employee holding such a position, should the College decide to fill said position, it must reach an agreement with the Union.
5. The weekly distribution of hours of work on an annual basis of such part-time positions shall be determined by the College after consulting the Union.
6. During periods not worked, the employee shall continue to participate in the basic health insurance plan and, if he/she so desires, in the life insurance plan, by paying his/her portion of the premiums before the beginning of the period not worked.

**APPENDIX "F"**

**LETTER OF AGREEMENT CONCERNING THE PROGRAM FOR THE PROVISIONAL  
REDUCTION OF WORKING TIME ON A VOLUNTARY BASIS (7-13.22 AND 7-13.23)**

The provincial parties encourage the local parties to sign the attached program for the provisional reduction of working time on a voluntary basis (7-13.22 and 7-13.23). The local parties may agree on different terms and conditions for the program.

AGREEMENT ENTERED INTO BETWEEN:

THE CEGEP:

---

Hereinafter referred to as the "College"

AND

THE UNION: \_\_\_\_\_  
Hereinafter referred to as the "Union",

concerning the program for the provisional reduction of working time on a voluntary basis  
(7-13.22 and 7-13.23)

Hereinafter referred to as the "Program".

**Notwithstanding clause 7-13.23, the following provisions shall apply:**

1. The aim of the Program is:
  - to allow employees additional free time, thus improving their quality of life at work, in accordance with their personal values;
  - to protect and promote employment;
  - to reduce costs.
2. The Program shall be voluntary.
3. The Program shall apply to all regular employees upon request. The College shall not refuse such a request without valid reason and it must bring the matter first to the LRC.
4. An employee who wishes to participate in the Program shall submit a written request to the College. This request must be submitted at least fifteen (15) working days prior to the proposed beginning of the Program and include its end date. The Union shall receive a copy of this request.

The Program shall last for twelve (12) months and shall be renewable under the terms of article 3.

5. Without being restrictive, the employee may choose one or the other of the following options:
  - a) the number of normal working hours shall be reduced by three (3) hours per week for employees with a thirty-five (35)-hour workweek, and by three and three-quarter (3.75) hours for employees working thirty-eight and three-quarter (38.75) hours per week. Working hours shall be spread evenly over the four (4) working days in accordance with the employee's work schedule;
  - b) the regular number of working days shall be reduced by one (1) for each two (2)-week period;
  - c) any other option agreed upon between the College and the Union, in which case they shall determine the extent of any benefits granted including the application of overtime.
6. The work schedule shall be set in accordance with the provisions of the collective agreement. Any dispute shall be brought to the LRC.
7. An employee benefiting from this Program may be called upon to do overtime.

In this case, overtime shall be taken to mean any work called for by the College and performed by a regular employee in excess of his/her regular workday as defined in the Program or his/her normal workweek, as defined in clauses 7-1.01 and 7-2.01.

8. An employee shall be entitled to any leaves provided for in article 7-5.00 as if he/she were not participating in the Program.
9. The number of days credited in accordance with paragraph a) of clause 7-14.39 shall not be reduced for employees participating in the Program.

For administrative purposes, those days shall be kept in reserve on the basis of the regular number of hours provided for in clause 7-1.01 of the collective agreement.

The days in reserve shall allow the employee participating in the Program to receive weekly remuneration corresponding to his/her reduced workweek. At the end of the contract year, clause 7-14.39 shall apply.

10. During the Program, the College shall continue to contribute to the employee's retirement plan as if the employee were not participating in the Program, insofar as the employee also pays his/her contribution.
11. The employee participating in the Program shall benefit from the number of statutory holidays provided for in clause 7-7.01. For administrative purposes, these days shall be converted to a bank of working hours as provided for in clause 7-1.01 of the collective agreement.

This bank of working hours shall allow the employee to receive weekly remuneration corresponding to his/her reduced workweek during a week during which he/she benefits from a statutory holiday. On June 30, the residual number of hours not taken shall be converted into additional vacation time.

12. The employee shall accumulate seniority as if he/she were not participating in the Program.
13. The employee may terminate his/her participation in the plan by submitting a written notice to the College at least thirty (30) days prior to his/her return, unless agreed otherwise between the parties.

**APPENDIX "G"**

**LIST OF ZONES APPLICABLE TO EACH COLLEGE WITH RESPECT TO JOB PRIORITY  
AND JOB SECURITY**

<b><u>COLLEGES</u></b>	<b><u>OTHER COLLEGES WITHIN THE ZONE</u></b>
ABITIBI-TÉMISCAMINGUE	-
AHUNTSIC	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montreal, Lionel-Groulx, Montmorency, Saint-Jérôme
ALMA	Jonquière
ANDRÉ-LAURENDEAU	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montreal, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Valleyfield
BAIE-COMEAU	-
BEAUCE-APPALACHES	-
BOIS-DE-BOULOGNE	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montreal, Lionel-Groulx, Montmorency, Saint-Jérôme
CÉGEP RÉGIONAL DE LANAUDIÈRE	-
CENTRE D'INFORMATIQUE DES CÉGEPS DU SAGUENAY- LAC-SAINT-JEAN	Chicoutimi, Jonquière
CHAMPLAIN (LENNOXVILLE)	Sherbrooke
CHAMPLAIN (SAINT-LAMBERT)	Édouard-Montpetit, *Island of Montreal, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Société d'informatique Bourgchemin
CHAMPLAIN (ST.LAWRENCE)	**Quebec City area
CHICOUTIMI	Centre d'informatique des cégeps du Saguenay-Lac-Saint-Jean, Jonquière

**COLLEGES**

DAWSON

DRUMMONDVILLE

ÉDOUARD-MONTPETIT

FRANÇOIS-XAVIER-GARNEAU

GASPÉSIE ET DES ÎLES

GÉRALD-GODIN

GRANBY

HERITAGE

JOHN ABBOTT

JONQUIÈRE

LA POCATIÈRE

LÉVIS-LAUZON

LIMOILLOU

LIONEL-GROULX

MAISONNEUVE

**OTHER COLLEGES WITHIN THE ZONE**

Champlain (Saint-Lambert),  
Édouard-Montpetit, \*Island of Montreal,  
Lionel-Groulx, Montmorency,  
Saint-Jean-sur-Richelieu

-

Champlain (Saint-Lambert), \*Island of  
Montreal, Montmorency, Saint-Hyacinthe,  
Saint-Jean-sur-Richelieu, Société  
d'informatique Bourgchemin

\*\*Quebec City area

-

Champlain (Saint-Lambert),  
Édouard-Montpetit, \*Island of Montreal,  
Lionel-Groulx, Montmorency, Valleyfield

-

Outaouais

Champlain (Saint-Lambert),  
Édouard-Montpetit, \*Island of Montreal,  
Lionel-Groulx, Montmorency, Valleyfield

Alma, Centre d'informatique des cégeps  
du Saguenay-Lac-Saint-Jean, Chicoutimi

-

\*\*Quebec City area

\*\*Quebec City area

Île de Montréal\*, Montmorency,  
Saint-Jérôme

Champlain (Saint-Lambert),  
Édouard-Montpetit, \*Island of Montreal,  
Lionel-Groulx, Montmorency,  
Saint-Jean-sur-Richelieu

## **COLLEGES**

MARIE-VICTORIN

MATANE

MONTMORENCY

OUTAOUAIS

RIMOUSKI

RIVIÈRE-DU-LOUP

ROSEMONT

SAINT-FÉLICIEN

SAINT-HYACINTHE

SAINT-JEAN-SUR-RICHELIEU

SAINT-JÉRÔME

SAINT-LAURENT

SAINTE-FOY

SEPT-ÎLES

SHAWINIGAN

SHERBROOKE

SOCIÉTÉ D'INFORMATIQUE

## **OTHER COLLEGES WITHIN THE ZONE**

Champlain (Saint-Lambert),  
Édouard-Montpetit, \*Island of Montreal,  
Lionel-Groulx, Montmorency

-

Champlain (Saint-Lambert),  
Édouard-Montpetit, \*Island of Montreal,  
Lionel-Groulx, Saint-Jérôme

Heritage

-

-

Champlain (Saint-Lambert),  
Édouard-Montpetit, \*Island of Montreal,  
Lionel-Groulx, Montmorency,  
Saint-Jean-sur-Richelieu

-

Champlain (Saint-Lambert),  
Édouard-Montpetit, Société  
d'informatique Bourgchemin

André-Laurendeau, Champlain  
(Saint-Lambert), Dawson,  
Édouard-Montpetit, Maisonneuve,  
Rosemont, Vieux Montréal

Ahuntsic, Bois-de-Boulogne,  
Lionel-Groulx, Montmorency,  
Saint-Laurent, Vanier

Champlain (Saint-Lambert),  
Édouard-Montpetit, \*Island of Montreal,  
Lionel-Groulx, Montmorency,  
Saint-Jérôme

Région de Québec\*\*

-

Trois-Rivières

Champlain (Lennoxville)

Champlain (Saint-Lambert),



**COLLEGES**

BOURGCHEMIN

SOREL-TRACY

THETFORD

TROIS-RIVIÈRES

VALLEYFIELD

VANIER

VICTORIAVILLE

VIEUX MONTRÉAL

**OTHER COLLEGES WITHIN THE ZONE**

Édouard-Montpetit, Saint-Hyacinthe

-

-

Shawinigan

André-Laurendeau, Gérald-Godin, John Abbott

Champlain (Saint-Lambert),  
Édouard-Montpetit, \*Island of Montreal,  
Lionel-Groulx, Montmorency,  
Saint-Jérôme

-

Champlain (Saint-Lambert),  
Édouard-Montpetit, \*Island of Montreal,  
Lionel-Groulx, Montmorency,  
Saint-Jean-sur-Richelieu

INSTITUTION<sup>1</sup> located more than fifty kilometres (50 km) from the College

All colleges or institutions located fifty kilometres (50 km) or less from the institution in which the employee was working when he/she was placed on availability

\*Island of Montreal:

Ahuntsic, André-Laurendeau,  
Bois-de-Boulogne, Dawson,  
Gérald-Godin, John Abbott,  
Maisonnette, Marie-Victorin, Rosemont,  
St-Laurent, Vanier, Vieux Montréal  
colleges.

\*\*Quebec City area:

Champlain (Saint-Lawrence),  
François-Xavier-Garneau, Lévis-Lauzon,  
Limoilou, Sainte-Foy colleges.

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<sup>1</sup> Applies only in the case of article 5-6.00.

**APPENDIX "H"**

**CLASSIFICATION PLAN**

2007 edition and all subsequent amendments.

**APPENDIX "I"**

**WORKING CONDITIONS OF SEASONAL PERSONNEL PERFORMING DUTIES  
PERTAINING TO THE DAY CAMP PROGRAMS AT COLLÈGE MONTMORENCY**

With respect to the working conditions of seasonal employees performing duties related to the day camp programs at Collège Montmorency, the provincial parties agree to the following provisions:

1. The provincial negotiating parties shall make the necessary amendments to the text of Appendix "L" of the 2000-2002 collective agreement and updated based on the 2005-2010 collective agreement, in accordance with the amendments made within this collective agreement.
2. The resulting updated text of Appendix "L" of the 2000-2002 collective agreement shall constitute the 2010-2015 collective agreement for seasonal employees performing duties related to the day camp programs at Collège Montmorency.
3. In accordance with the second paragraph of section 70 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2), the provincial parties shall entrust the local parties concerned with the negotiation of local agreements on all of the non-monetary clauses applicable to these employees. However, the local parties shall not reach local agreements concerning remuneration, premiums, overtime limits, grievance and arbitration procedures or other items to be discussed at the central table.
4. In these negotiations, the local parties may be accompanied by a representative of their provincial party.
5. The collective agreement applicable to seasonal employees performing duties related to the day camp programs at Collège Montmorency shall be published by the employer party in hard copy format and shall be distributed in sufficient numbers to the employees concerned, to the Union and the FEESP-CSN.
6. Unless otherwise stipulated, this collective agreement shall be in effect from the date of its signature, to March 31, 2015, and shall remain in effect until it is renewed.

Unless otherwise stipulated, it shall have no retroactive effect.

**APPENDIX "J"**

**LETTER OF AGREEMENT REGARDING FAMILY RESPONSIBILITIES**

The CSN union negotiating party, on the one part, and the Gouvernement du Québec represented by the Conseil du trésor, on the other part, hereby recognize the interdependent relation between family and work. To this end, the parties shall promote work-family balance in the organization of work.

To this end, the parties to this agreement shall encourage the sector-based, regional or local parties, as the case may be, to ensure better work-family balance in determining working conditions and their application.

**APPENDIX "K"**

**PARENTAL RIGHTS**

Should amendments be made to the Québec parental insurance plan (QPIP), the Employment Insurance Act or the Act respecting labour standards with respect to working conditions related to parental rights, it is agreed that the parties shall meet to discuss the possible implications of these amendments for the current parental rights plan.

**APPENDIX "L"**

**LIST OF ORGANIZATIONS FOR WHICH THE LAW PROVIDES, AS OF FEBRUARY 7, 2005, THAT THE WORKING CONDITIONS OR SALARY STANDARDS AND RATES OF THEIR EMPLOYEES ARE TO BE DETERMINED OR APPROVED IN ACCORDANCE WITH THE TERMS DEFINED BY THE GOVERNMENT**

Agence des partenariats public-privé du Québec  
Agence métropolitaine de transport  
Autorité des marchés financiers  
Bibliothèque et Archives nationales du Québec  
Caisse de dépôt et placement du Québec  
Centres d'aide juridique  
Commission de la capitale nationale  
Commission de la construction du Québec  
Commission de reconnaissance des associations d'artistes et des associations de producteurs  
Commission des droits de la personne et des droits de la jeunesse  
Commission des services juridiques  
Conseil des arts et des lettres du Québec  
Conseil des services essentiels  
Corporation d'hébergement du Québec  
Corporation d'urgence-santé de la région de Montréal Métropolitain  
École nationale de police du Québec  
École nationale des pompiers du Québec  
Financement-Québec  
Fondation de la faune du Québec  
Fonds de la recherche en santé du Québec  
Fonds d'indemnisation du courtage immobilier  
Fonds québécois de la recherche sur la nature et les technologies  
Fonds québécois de la recherche sur la société et la culture  
Héma-Québec  
Institut national de la santé publique  
Investissement Québec  
Musée d'art contemporain de Montréal  
Musée de la civilisation  
Musée national des beaux-arts du Québec  
Office de la Sécurité du revenu des chasseurs et piégeurs cris  
Office Québec-Amériques pour la jeunesse  
Protecteur du citoyen  
Régie de l'énergie

Régie des installations olympiques  
Société de développement des entreprises culturelles  
Société de la Place des Arts de Montréal  
Société de télédiffusion du Québec (Télé-Québec)  
Société des alcools du Québec  
Société des établissements de plein air du Québec  
Société des loteries du Québec  
Société du Centre des congrès de Québec  
Société du Grand théâtre de Québec  
Société du Palais des congrès de Montréal  
Société du parc industriel et portuaire de Bécancour  
Société immobilière du Québec  
Société Innovatech Régions Ressources  
Société Innovatech Québec et Chaudières Appalaches  
Société Innovatech du sud du Québec  
Société québécoise d'assainissement des eaux  
Société québécoise d'information juridique  
Société québécoise de récupération et de recyclage

**APPENDIX "M"**

**LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEE  
RETIREMENT PLANS**

**- SIGNED ON JULY 9, 2010 AND MODIFIED ON OCTOBER 28, 2010 -**

**1. LEGISLATIVE AMENDMENTS**

The government shall adopt the necessary orders-in-council and propose to the National Assembly the adoption of the necessary legislative provisions in order to make the amendments prescribed in sections 2, to 7 of the *Act respecting the Government and Public Employees Retirement Plan (RREGOP)*.

**2. NUMBER OF YEARS OF SERVICE**

The maximum number of credited years of service that can be used for calculating pensions has increased. This maximum shall be increased gradually and reach 38 on January 1, 2014. Subject to the following, these years shall guarantee the same benefits as the previous ones:

- As of January 1, 2011, the number of credited years of service used for calculating pensions beyond 35 must be worked or redeemed. No redemption of service prior to January 1, 2011 may cause the credited service used for calculating pensions to exceed 35 on January 1, 2011.
- No retroactivity provision shall be permitted. Service exceeding the 35 credited years of service used for calculating pensions before January 1, 2011 shall not be recognized neither through a required contribution nor through a redemption.
- The pension reduction applicable as of the age of 65 (QPP coordination) does not apply to the credited years of service used for calculating pensions exceeding 35 years.
- An individual who receives a long-term salary insurance benefit cannot accumulate beyond 35 creditable years used for calculating pensions.
- Any service occurring after January 1, 2011 beyond 35 credited years of service is pensionable up to a maximum of 38 credited years of service.



Concerning the revaluation of pension credits, the increase from 35 to 38 in the maximum number of years of service shall not result in the increase, or decrease, of the number of years that would be revalued if this measure did not exist.

### **3. PENSION CREDITS**

As of January 1, 2011, the possibility of redeeming prior service in the form of pension credits is abolished.

### **4. CONTRIBUTION FORMULA**

As of January 1, 2012, the contribution formula is amended based on the specifications described in Schedule 1.

The compensation, as described in Schedule 1, represents an amount that allows a contributor whose annualized salary is lower than the MPE to pay contributions comparable to the ones they would pay if the 35% MPE exemption was maintained.

The compensation amount is calculated by the CARRA each year, at the latest, nine (9) months following the end of the calendar year. This amount constitutes a shortfall for the participants' fund. This shortfall is absorbed each year by the Government who transfers, at the latest 3 months following the CARRA's calculation, the required amount from the employers' contribution fund to the RREGOP employee contribution fund (fund 301).

### **5. BANK OF 90 DAYS**

Absences without pay that are not redeemed and subsequent to January 1, 2011 may not be granted without cost upon retirement. However, absences without pay in consideration of parental leaves that are not redeemed can continue to be offset by the 90-day bank. The 90-day limit continues to apply.

### **6. FREQUENCY OF ACTUARIAL VALUATIONS**

The frequency of actuarial valuations remains on a 3-year basis. However, an update of the actuarial valuation is performed yearly.

## **7. INDEXATION CLAUSE**

Should there be a surplus that exceeds by more than 20% the unfunded liability for benefits for which members are responsible, as identified in a three-year valuation, based on assumptions whose relevance have been confirmed by an independent actuary or in an updated valuation, the indexation clause for benefits to which members are entitled, that are payable to retirees with respect to service credited between June 30, 1982 and January 1, 2000 is improved on the January 1 following receipt by the Minister of the report of the independent actuary in the case of a three-year actuarial valuation or on the January 1 following an update of such a valuation, to the extent that the portion of this surplus that exceeds 20% of the unfunded liability allows the cost of the improvement to be entirely covered.

This cost corresponds, with respect to the years of service credited between June 30, 1982 and January 1, 2000, to the difference between the present value of the benefits that would be payable to retirees according to the indexation clause applicable for the service credited after January 1, 2000 (CPI-3% with a minimum of 50% of the CPI) and the present value of benefits for which members are responsible, payable to retirees pursuant to the indexation clause (CPI-3%).

On January 1 of each subsequent year, the improvement of the indexation clause remains in effect only if, based on an update of the three-year actuarial valuation or the receipt by the Minister of a report from the independent actuary validating a new three-year actuarial valuation, there is a surplus that exceeds, by more than 20% the actuarial liability of benefits for which members are responsible, and the portion of this surplus exceeding 20% of the actuarial liability entirely covers the cost of the increase as calculated above. It is understood that a benefit increased as the result of the improvement in the indexation granted in the course of one year will not be reduced thereafter.

Regarding the benefits for which the government is responsible, payable to retirees with regards to the service credited between June 30, 1982 and January 1, 2000, the government agrees, when the above conditions are met, to discuss with the union associations for whom this Letter of Intent is intended, the possibility of improving the indexation clause in the same way as it has been improved with respect to the benefits for which members are responsible.

When benefits to retirees with respect to service credited between June 30, 1982 and January 1, 2000 for which the government is responsible are not increased, a transfer of funds from the contributions by employees to the contributions of funds by employers must be made to ensure the cost-sharing of benefits provided by law, with the understanding that the improvement applies only to the portion of benefits for which members are responsible. The amount to transfer is determined by CARRA as of the December 31 preceding the improvement of benefits for which members are responsible, and payable to the retirees using the method and assumptions of the most

recent actuarial valuation. This amount is transferred in the three (3)-month period following the date on which the CARRA has determined the amount to be transferred.

## **8. AMENDMENTS TO THE PENSION PLANS**

Subject to the amendments prescribed herein during the term of this agreement, no amendment to the RREGOP may make the provisions of the plan less favourable for members, unless there is an agreement between the negotiating parties to this effect.

## SCHEDULE 1

### CONTRIBUTION FORMULA

**A-** The participant's contribution to the RREGOP is currently determined based on the following formula:

**a) If Pensionable salary < 35% of MPE**

Contribution = 0

**b) If Pensionable salary > 35 % of MPE**

Contribution = Rate A x (Pensionable salary – 35 % of MPE)

Where MPE: Maximum pensionable earnings

Rate A: The contribution rate applicable to the excess pensionable salary on 35% of the MPE determined by the CARRA during the actuarial valuation.

**B-** As of January 1, 2012, the above (point A) contribution formula shall be replaced by:

**a) If Pensionable salary < 35% of MPE**

Contribution = Rate B x [Pensionable salary – Z% of the MPE] – Compensation

Compensation = MAXIMUM [ 0; Rate B x (Pensionable salary – Z% of the MPE) ]

**b) If Pensionable salary > 35 % of MPE**

Contribution = Rate B x [Pensionable salary – Z% of the MPE] – Compensation

Compensation = MAXIMUM [ 0; Factor x (MPE – Pensionable salary) ]

Where Rate B: The contribution rate applicable to the excess pensionable salary on Z% of the MPE determined by the CARRA during the actuarial valuation;

Z: Equals 33 for 2012, 31 for 2013, 29 for 2014, 27 for 2015 and 25 for 2016;

Factor: A factor calculated annually by the CARRA so that the contributions paid by the contributors whose pensionable salary is below the MPE are essentially the same as when the current contribution formula is used (point A).

**MODIFICATIONS MADE ON OCTOBER 28, 2010**  
**TO THE**  
**LETTER OF INTENT CONCERNING THE GOVERNMENT**  
**AND PUBLIC EMPLOYEE RETIREMENT PLAN**  
**SIGNED ON JULY 9, 2010**

Within the framework of the legislative provisions arising out of the signature of the letter of intent, two amendments are made to this letter.

The first component deals with the elimination of a situation where a participant could not reach 38 credited years of service. Considering the administrative impact of differentiating the long term salary insurance benefits from the short term ones, the saving clause stating that "An individual who receives a long term salary insurance benefit cannot accumulate beyond 35 creditable years used for calculating pensions" is deleted.

The second component is to specify more clearly the objective of the parties concerning the elimination of recognized service in the form of pension credits. The wording should be as follows:

"As of January 1, 2011, the possibility of having prior service recognized in the form of pension credits with the RREGOP, RRE and RRF is abolished."

## **APPENDIX "M 1"**

### **LETTER OF INTENT**

#### **COMMITMENT CONCERNING ADDITIONAL DEPOSITS IN THE FONDS D'AMORTISSEMENT DES RÉGIMES DE RETRAITE (FARR)**

The Government undertakes to make additional deposits to the Fonds d'amortissement des régimes de retraite (FARR) so that its value represents, in twenty (20) years, seventy per cent (70%) of the actuarial value of the benefits accrued to date with respect to the retirement plans of the employees in the public and parapublic sectors, calculated in accordance with the accounting method used.

To this end:

- The FARR shall include three (3) segregated funds: one (1) for the RREGOP, one (1) for the RRPE and one (1) for the other retirement plans. These three (3) funds shall constitute the Fonds d'amortissement des régimes de retraite (FARR), as defined in the Financial Administration Act.
- The additional deposits shall be made as long as the conditions prevailing in the financial markets, in particular the level of interest rates and degree of responsiveness to new bond issues, so allow.
- If conditions are favourable, the Government may, in a given year, make deposits for an amount higher than stipulated in the initial schedule; if conditions are unfavourable, the deposits may be lower than stipulated in the initial schedule.
- Every three (3) years, the Government shall report on FARR developments, in particular as concerns the deposits initially planned. If necessary, a new deposit schedule shall be produced.

**APPENDIX "N"**

**LETTER OF AGREEMENT CONCERNING THE IMPROVEMENT OF THE QUALITY AND  
PRESENTATION OF THE TEXT OF THE COLLECTIVE AGREEMENT**

In order to improve the quality of French and the readability of the texts of the collective agreement, the provincial parties have agreed to make corrections to certain clauses and paragraphs of the previous collective agreement that are included in this collective agreement.

These corrections involve mostly terminology, the arrangement and organization of texts, numbering and the use of bullets and numbers in clauses.

These corrections must under no circumstances be interpreted as a desire on the part of the provincial parties to change the meaning or scope of the texts.

## **APPENDIX "O"**

### **NETWORK BUDGET DISTRIBUTION TABLE FOR THE SKILLS DEVELOPMENT PLAN**

As of July 1, 2011, an amount of \$200,000 per contract year for the entire College network is broken down between all colleges according to the respective number of employees benefiting from job security as of June 30, 2010.

The result of this distribution, as shown in the following table, is used for the application of clause 8-4.10 of the collective agreement.

### **SKILLS DEVELOPMENT PLAN – NETWORK BUDGET \$200,000**

*(Distribution to be determined)*

<b><u>COLLEGES</u></b>	<b><u>UNION FEDERATIONS</u></b>	<b><u>NUMBER OF EMPLOYEES</u></b>	<b><u>BUDGET DISTRIBUTION/NETWORK</u></b>
Abitibi-Témiscamingue	SCFP		
Ahuntsic	FPSES		
Alma	FEESP		
André-Laurendeau	FEESP		
Baie-Comeau	FEESP		
Beauce-Appalaches	FEESP		
Bois-de-Boulogne	FPSES		
Champlain			
- Lennoxville	FPSES		
- Saint-Lambert	FEESP		
- St. Lawrence	FEESP		
Chicoutimi	FEESP		
Dawson	FPSES		
Drummondville	FEESP		
Édouard-Montpetit	FPSES		
François-Xavier-Garneau	FPSES		
Gaspésie et des Îles	FEESP		
- Campus de Carleton-sur-Mer	FEESP		
- Campus des Îles-de-la-Madeleine	FEESP		
- École des Pêches et d'aquaculture du Québec	FEESP		
Gérald-Godin	FEESP		
Granby-Haute-Yamaska	FPSES		
Heritage	FEESP		
John Abbott	FPSES		
Jonquière	FEESP		
La Pocatière	FEESP		
Lévis-Lauzon	FEESP		



<u><b>COLLEGES</b></u>	<u><b>UNION FEDERATIONS</b></u>	<u><b>NUMBER OF EMPLOYEES</b></u>	<u><b>BUDGET DISTRIBUTION/NETWORK</b></u>
Limoilou	FEESP		
Lionel-Groulx	FEESP		
Maisonneuve	SCFP		
Marie-Victorin	SCFP		
Matane	FEESP		
Montmorency	FEESP		
Outaouais	FEESP		
Régional de Lanaudière			
- Centre adm Repentigny, Joliette and Terrebonne	FEESP		
- L'Assomption	FEESP		
Rimouski	FEESP		
Rivière-du-Loup	FEESP		
Rosemont	FEESP		
Saint-Félicien	FEESP		
Sainte-Foy			
- support personnel	FEESP		
- interpreters	FPSES		
- TES and attendants	FPSES		
Saint-Hyacinthe	FEESP		
Saint-Jean-sur-Richelieu	FEESP		
Saint-Jérôme	FEESP		
Saint-Laurent	FEESP		
Sept-Îles	FEESP		
Shawinigan	FEESP		
Sherbrooke	FPSES		
Sorel-Tracy	FEESP		
Thetford	FEESP		
Trois-Rivières	FEESP		
Valleyfield	SCFP		
Vanier	FPSES		
- stationary engineer	Local 9538		
Victoriaville	FPSES		
Vieux Montréal			
- support personnel	FEESP		
- interpreters	FPSES		
Société d'informatique Bourgchemin	FEESP		
Centre d'informatique Sag.-Lac-St.- Jean	FEESP		
<b>Total for all colleges:</b>			<b>\$200,000.00</b>

LETTER OF INTENT

**LETTER OF AGREEMENT REGARDING THE CREATION OF A WORKING  
GROUP - SEMI-SKILLED WORKERS -**

- SIGNED ON JULY 9, 2010 -

1. The parties agree to create a mixed intersector based working group consisting of five Union representatives, i.e. Confédération des syndicats nationaux (CSN), Fédération des travailleurs et travailleuses du Québec (FTQ) and Secrétariat intersyndical des services publics (SISP), and five Employer representatives. The mandate of this committee is to study the situation of attracting and retaining manpower for semi-skilled worker job titles from the public and private sectors listed below. Where applicable, the working group will specify the nature of the identified issues.
2. The working group will present its recommendations to the negotiating parties, jointly or not, at the latest on December 31, 2011.

#	JOB TITLE	PUBLIC SERVICE	HEALTH AND SOCIAL SERVICES	ACADEMIC SUPPORT	CEGEP SUPPORT
1	Insulator		6395		
2	Heavy Vehicle Driver / Vehicle and Mobile Equipment Driver, cl. II	459-20	6355	5308	C926
3	Vehicle and Mobile Equipment Driver cl. I	459-15			
4	Motor Vehicle Body Repairer (Metal and Paint)	436-10			
5	Cabinetmaker / Carpenter Cabinetmaker	410-05	6365	5102	C716
6	Electrician	421-10	6354	5104	C702
7	Tinsmith		6369		
8	Brick Mason	414-10			
9	Machinist, Millwright / Millwright Specialist	434-20	6353	5125	
10	Master Electrician / Electrician, principal class / Chief-electrician	421-05	6356	5103	C704
11	Master Mechanic of refrigerated machines		6366		

#	JOB TITLE	PUBLIC SERVICE	HEALTH AND SOCIAL SERVICES	ACADEMIC SUPPORT	CEGEP SUPPORT
12	Master Plumber / Master Pipe-mechanic		6357	5114	
13	Mechanic, class I	434-05		5106	
14	Garage Mechanic / Mechanic, class II	434-10	6380	5137	
15	Stationary Engineer	417-05 to 417-95	6383	5107 to 5110	C726 to C744
16	Refrigerated Machine Mechanic / Refrigerationist / Refrigeration Mechanic	418-10	6352		
17	Maintenance Mechanic / Millwright		6360		C719
18	Carpenter / Shop Carpenter / Carpenter-joiner	410-10 410-15	6364	5116	C707
19	General Maintenance Worker / Certified Maintenance Worker	416-05	6388	5117	C708
20	Painter	413-10	6362	5118	C709
21	Plasterer		6368		
22	Plumber / Pipe-mechanic / Pipe fitter / Plumbing and Heating Mechanic	420-05	6359	5115	C706
23	Airport Attendant	462-10			
24	Locksmith		6367	5120	
25	Welder / Blacksmith-welder	435-10 435-05	6361	5121	
26	Glass-fitting Mechanic			5126	

## **LETTER OF INTENT**

### **LETTER OF AGREEMENT REGARDING SALARY RELATIVITIES**

- SIGNED ON JANUARY 24, 2011 -

#### **1. WORK SEQUENCES**

The parties agree to perform the salary relativities when the first pay equity maintenance exercise will have been performed.

#### **2. PREPARATORY WORK – MIXED EMPLOYMENT CATEGORIES**

However, some preparatory work may be undertaken upon the signing of the collective agreements:

- Identifying the existing mixed employment categories in 2001 for which the available information is insufficient in order to proceed with their evaluation;
- Performing the investigations regarding these employment categories;
- Evaluating the existing mixed employment categories in 2001.

#### **3. WORK FOLLOWING THE FIRST PAY EQUITY MAINTENANCE EXERCISE**

When the first pay equity maintenance exercise will be completed, the new mixed employment categories identified during this exercise, shall be evaluated.

#### **4. ADJUSTMENTS ENSUING FROM SALARY RELATIVITIES**

The parties shall start discussing the salary adjustments that could result from the salary relativities once the pay equity maintenance will have been performed and, as such, shall take into consideration the principles and terms agreed upon by the parties.

#### **5. WORKING GROUP**

The parties agree to create a working group, first to perform the tasks related to points 2 and 3, and then the tasks related to point 4. The representatives of the parties and the rules of operation will have to be determined.

**IN WITNESS WHEREOF**, the provincial parties signed in Montréal, on this 18<sup>th</sup> day of the month of March 2011.

(Reproduction of the signed document)

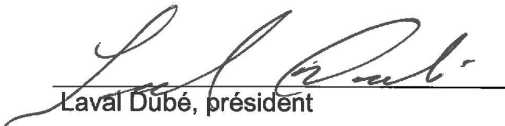
EN FOI DE QUOI les parties nationales à la présente ont signé à Québec, ce 18<sup>e</sup> jour du mois de mars 2011.

**POUR LE GOUVERNEMENT DU QUÉBEC**



Line Beauchamp  
Ministre de l'Éducation, du Loisir et du Sport

**POUR LE COMITÉ PATRONAL DE  
NÉGOCIATION DES COLLÈGES (CPNC)**



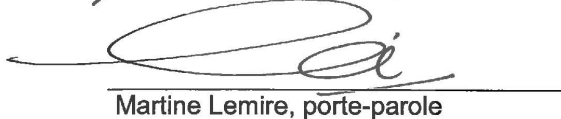
Laval Dubé, président



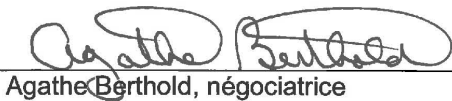
Eric Bergeron, vice-président



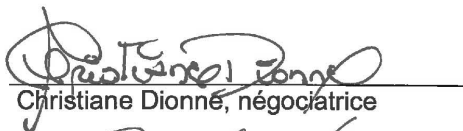
Richard Delorme, porte-parole



Martine Lemire, porte-parole




Agathe Berthold, négociatrice



Christiane Dionné, négociatrice

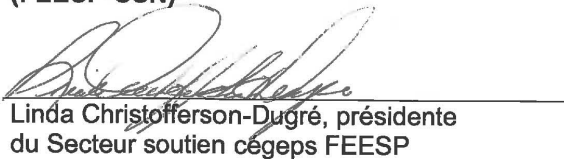


Robert Duval, négociateur



Ginette Proulx, négociatrice

**POUR LA FÉDÉRATION DES EMPLOYÉES ET  
EMPLOYÉS DES SERVICES PUBLICS INC.  
(FEESP-CSN)**



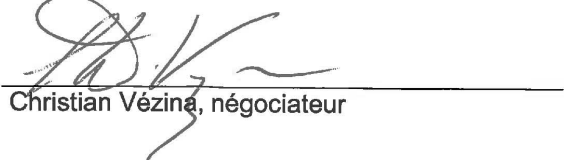
Linda Christofferson-Dugré, présidente  
du Secteur soutien cégeps FEESP



Jean Favreau, porte-parole



Johanne Cadieux, négociatrice



Christian Vézina, négociateur

