

COLLECTIVE AGREEMENT

2005-2010

**IN ACCORDANCE WITH THE PROVISIONS OF THE
ACT RESPECTING CONDITIONS OF EMPLOYMENT IN THE PUBLIC SECTOR
(S.Q., 2005, c. 43)**

BINDING

ON THE ONE HAND:

LA FÉDÉRATION DU PERSONNEL PROFESSIONNEL DES COLLÈGES (FPPC-CSQ)

AND

ON THE OTHER HAND:

LE COMITÉ PATRONAL DE NÉGOCIATION DES COLLÈGES (CPNC)

ADMINISTRATIVE VERSION

Produced by the Comité patronal
de négociation des collèges (CPNC)
Second quarter, 2006

PREAMBLE

The Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) agreed, on May 3, 2006, on the production of a single document comprising all provincial and local provisions, namely:

- a) the 2005-2010 collective agreement, in accordance with the provisions of the Act respecting conditions of employment in the public sector (2005, c. 43);
- b) the agreement concerning "Seniority, Grievances and Arbitration" (Appendix "Q");
- c) the provisions related to Schedule A of Bill 37, which are preceded by the following preamble:

"The following provisions are part of a recommendation made jointly by the Fédération des cégeps and FPPC (CSQ) and shall be subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties"

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CHAPTER 1 - DEFINITIONS

Article 1-1.00 - Definitions

1-1.01 Assignment

A temporary or permanent assignment of a professional to a position or tasks provided for in the Classification Plan.

1-1.02 Year of Service

Any twelve (12)-month period in the employment of the College, accumulated on either a full-time or a part-time basis.

1-1.03 Year of Experience

A period of twelve (12) months of full-time work or the equivalent for an employer as defined in the collective agreement.

1-1.04 Satellite Campus

A satellite campus is a teaching facility which is not located on the College's main campus.

1-1.05 Salary Scale Ranking

The assigning of a step in the salary scale to a professional.

1-1.06 Classification

The assigning of a professional to an employment category.

1-1.07 College

The _____ instituted under the General and Vocational Colleges Act (R.S.Q., c. C-29).

1-1.08 Spouse

A person:

- a) who is married or joined in civil union to the professional and lives with him/her;
or
- b) of the same or different sex who lives with the professional as husband or wife and who has a child with that professional;
or
- c) of the same or different sex who has been living common-law with the professional for at least one (1) year.

1-1.09 Step

A subdivision of the salary scale attributed to the professional, under the provisions of Chapter 6-0.00 of the collective agreement.

1-1.10 FPPC

The Fédération du personnel professionnel des collèges (CSQ).

1-1.11 Government

The Gouvernement du Québec.

1-1.12 Grievance

Any disagreement over the application or interpretation of the collective agreement.

1-1.13 Working Days

For each professional: the working days making up his/her workweek as specified in the collective agreement. For the purpose of the time limits provided for in the collective agreement: Monday to Friday inclusively, except for any holidays provided for in the collective agreement or decreed by the civil authority.

1-1.14 The parties

The College and the Union.

1-1.15 Ministère

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

1-1.16 Minister

The Minister of Education, Recreation and Sports.

1-1.17 Transfer

The permanent reassignment of a professional to another position in the same employment category or another employment category.

1-1.18 Employer negotiating party

The 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).

1-1.19 Union negotiating party

The 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).

1-1.20 Classification Plan

The document issued by the employer negotiating party in June 2000 and all of its amendments.

1-1.21 Position

Subject to the provisions pertaining to job security, all of the duties assigned to a regular professional and falling within the general framework for a given employment category. In exceptional circumstances, a position may include duties falling within the framework of two (2) different employment categories.

1-1.22 Vacant Position

A position that has not been filled by a professional or abolished under the provisions of the collective agreement.

1-1.23 Professional

Any person who performs duties defined in the classification plan and who has the qualifications set forth in that plan or equivalent qualifications.

1-1.24 Full-time Professional

A professional who works the number of hours specified in this agreement as constituting a normal workweek.

1-1.25 Part-time Professional

A professional who works a number of hours per week equal to or less than eighty per cent (80%) of the number specified by the collective agreement as constituting a normal workweek.

1-1.26 Regular Professional

A professional hired as such by the College on a basis other than provisional.

1-1.27 Temporary Professional

A professional hired as such by the College, on a provisional basis; such a professional acts as a substitute, a project leader or a supernumerary.

1-1.28 Temporary Project Leader Professional

A professional hired for a period of up to one (1) year for a special project.

The special project may be renewed without an agreement from one year to the next. At the end of a four-(4)-year period, the project shall become a position. However, the parties may agree upon a different time frame.

1-1.29 Temporary Substitute Professional

A professional hired by the College to replace another professional absent from work for reasons covered by the collective agreement.

1-1.30 Temporary Supernumerary Professional

A professional hired by the College in cases of work overload, for duties on one or more positions, for a period of no more than ninety (90) continuous working days.

1-1.31 Active Service

Period during which a professional has received a salary from the College following a work engagement or an authorized leave with pay as provided for in this agreement, or a leave obtained under the provisions of clause 8-6.21 or 8-6.30. Absences during which the professional receives salary insurance benefits (except during leaves provided for in clause 8-6.10), Employment Insurance benefits (except during maternity leave), or benefits provided under the Act respecting the Act respecting industrial accidents and occupational diseases, are not considered active service.

1-1.32 Continuous Service

Period during which a professional maintains his/her employment ties with the College. A work interruption of fifteen (15) days or less shall not be considered a break in the professional's continuous service ties with the College.

1-1.33 Trainee

A person carrying out on-the-job studies or training as required by certain professions and who fulfills this academic requirement at the College.

1-1.34 Stipulation

A matter negotiated and agreed upon at the provincial level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

1-1.35 Union

The College Professionals' Association as certified.

1-1.36 Salary

Annual remuneration to which a professional is entitled according to his/her salary scale as specified in Chapter 6-0.00 of the collective agreement and its specific applications.

1-1.37 Salary for One Working Day

Annual remuneration divided by two hundred sixty (260).

CHAPTER 2 - JURISDICTION

Article 2-1.00 - Scope of Application

2-1.01

The collective agreement shall apply to professionals employed by the College, who are salaried employees as defined by the Labour Code (R.S.Q., c. C-27) and who are included in the bargaining unit in conformity with the certificate of accreditation issued to the Union.

2-1.02

The collective agreement shall apply to a campus when a certificate of accreditation has been issued to said campus.

2-1.03

The collective agreement shall also apply to part-time professionals. However, unless the collective agreement expressly provides otherwise, the following benefits shall apply in proportion to the number of regular hours worked:

- salary;
- vacations;
- health insurance plan;
- life insurance plan;
- salary insurance plan;
- pension plan.

2-1.04

Temporary professional shall be covered by the collective agreement except for the following provisions:

- leave for more than one week to carry out union activities, except if agreed upon by the parties;
- leave for more than one week to take part in professional development activities, except if agreed upon by the parties;
- leave without pay for more than one week, except if agreed upon by the parties;
- leave for more than one week for professional activities, unless agreed upon by the parties;
- leave to carry out the duties of public office except for that provided for in the second paragraph of clause 8-9.03, except if agreed upon by the parties;
- annual vacation: these professionals shall be entitled to vacation pay of eight per cent (8%) of salary earned;
- group insurance plans: for insurance purposes, these professionals shall be entitled to four per cent (4%) of salary earned.

However, in the case of a temporary professional hired for a six (6)-month period or more, article 8-4.00 "Annual Vacation" and article 8-11.00 "Life, Health and Salary Insurance Plans" shall apply.

2-1.05

The professional's professional activities shall not include responsibilities that are reserved for management personnel within the meaning of the Labour Code (R.S.Q., c. C-27).

However, this shall in no way restrict the professional's responsibilities with regard to the carrying out of his/her mandates.

Article 2-2.00 - Recognition

RECOGNITION OF THE NEGOTIATING PARTIES

2-2.01

The employer and the union negotiating parties recognize each other's right to deal with any question respecting the application and interpretation of the stipulations negotiated and agreed upon at the provincial level and with any question of common interest. This shall not result in the recognition of grievance and arbitration rights for the employer and union negotiating parties.

2-2.02

For purposes of applying the provisions of clause 2-2.01, the representatives of the union negotiating party may request in writing to meet with the representatives of the employer negotiating party.

The latter are required to receive the union representatives within ten (10) working days following the request.

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

Any agreement reached after the collective agreement comes into effect between the employer negotiating party and the union negotiating party, having the effect of adding to, subtracting from, or amending this agreement, shall do so in compliance 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).

2-2.03

No special agreement between a professional or a group of professionals and the College may change, subtract or add whatsoever to the stipulations negotiated and agreed upon at the provincial level.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

RECOGNITION OF LOCAL PARTIES

2-2.04

The College recognizes the Union as the exclusive representative of the professionals in the bargaining unit for purposes of negotiating and signing a collective labour agreement and for purposes of the application of this collective agreement.

2-2.05

The Union recognizes the College's right to direct, administer and manage its affairs, subject to the provisions of this agreement.

2-2.06

Only the Union is empowered to appoint one or more professionals to a College committee if such professionals represent the professionals of the College, unless the law or the collective agreement provides otherwise.

2-2.07

No special agreement between a professional and the College may change this agreement or any provision thereof, add to it or subtract from it in any way whatsoever.

Article 2-3.00 - Non-discrimination

2-3.01

Neither the College nor the Union may directly or indirectly threaten, coerce, harass, discriminate against or make unfair distinctions with respect to a professional on the basis of his/her race, ethnic or social origin, nationality, religious beliefs, sex, state of pregnancy, sexual orientation, state of parenthood, family ties, opinions, political or union convictions, social condition, language, civil status, age, physical handicap, or because he/she has exercised a right or fulfilled an obligation granted to or imposed on him/her by the collective agreement or by the law.

2-3.02

No threat, coercion, harassment, discrimination or unfair distinctions shall be exercised against a union delegate or a union representative during or following the carrying out of their respective duties as union delegates or representatives.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

SEXUAL HARASSMENT

2-3.03

- a) The College and the Union recognize that sexual harassment is reprehensible and they shall strive to eliminate such practices in the workplace.
- b) The College may create a committee whose role is to make recommendations on any sexual harassment related subject. This committee may include professors, students, professionals, support staff and management personnel.

The committee shall be created upon the request of one of these groups and shall then determine its own operating methods.

Article 2-4.00 - Equal Opportunity

2-4.01

The parties shall create an equal opportunity advisory committee made up of representatives from the College and from any other category of employees willing to participate. There shall be no more than one such committee in any one College.

2-4.02

The committee's mandate shall be to study all problems related to the implementation of the equal opportunity program and to make useful recommendations to the College.

2-4.03

The negotiating parties agree to form a provincial equal opportunity advisory committee. The committee shall be composed of two (2) representatives appointed by the Union and two (2) representatives appointed by the employer negotiating party.

For the purposes of provincial committee duties, the Union shall be granted one hundred and thirty (130) working days of leave over the duration of the agreement.

2-4.04

The mandate of the provincial equal opportunity advisory committee shall be to make useful recommendations following a consultation on the impact of the implementation of equal opportunity programs.

2-4.05

A measure of an affirmative action program that adds to, revokes or modifies the provisions of this agreement shall not take effect, unless an agreement has been reached by the parties at the provincial level.

Article 2-5.00 - Violence and Psychological Harassment

2-5.01

The parties recognize that violence and psychological harassment are reprehensible acts and shall make an effort to discourage their practice in the workplace.

2-5.02

The parties shall collaborate in preventing situations of violence and psychological harassment in the workplace.

2-5.03

The College shall set up an advisory committee mandated to make recommendations about the development of a policy to counter violence and psychological harassment containing mechanisms for preventing occurrences and processing complaints. There shall be only one such committee at the College.

The committee shall not itself process complaints of violence or psychological harassment.

The committee shall comprise administrators, professors, professionals, support staff and students.

2-5.04

The mandate described in clause 2-5.03 may be entrusted to another committee upon agreement between the parties.

CHAPTER 3 - UNION PREROGATIVES

Article 3-1.00 - Union System

3-1.01

Any professional who is a member in good standing of the Union at the time of the signing of this collective agreement, and all others who shall become members thereafter, shall maintain their membership in the Union for the duration of the agreement, as a condition of employment.

3-1.02

Any new professional shall be required to sign a union membership form at the time of hiring as a condition of employment.

3-1.03

However, the College shall not be obliged to dismiss a professional because the Union has stricken him/her from its roll. Nonetheless, said professional shall remain subject to the provisions respecting union dues.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

UNION DUES

3-1.04

The College shall deduct from the salary of each professional covered by this agreement an amount equal to the dues set by the Union, whether the professional in question is a member of the Union or not.

3-1.05

For the purposes of collecting dues, the Union shall inform the College in writing of:

- a) the amount of the dues;
- b) the number of consecutive pay periods over which the deduction of this amount is to be spread.

Dues shall be deducted as of the date set by the Union. However, the College shall not be required to begin making deductions before the thirtieth (30th) day following receipt of the Union's written notice.

The College shall remit to the Union or, upon request, to the CSQ, within the first ten (10) working days of the following month, a cheque for the amount of the previous month's deductions, as well as an itemized statement of the dues.

This statement shall give the family name and first name of each professional, his/her salary, the portion of salary paid out at each pay period (including any additional remuneration), the amount of the individual union deduction and the total amount. If agreed upon by the parties under the provisions of article 4-2.00, the itemized statement may also contain other information.

3-1.06

If an interested party asks the Commission des relations du travail to determine whether a professional is included in the bargaining unit, the College shall continue to deduct union dues and remit them to the Union or, as the case may be, to the CSQ, if the person has hitherto been considered part of that bargaining unit. If he/she ceases to be part of the bargaining unit following the decision of the Commission des relations du travail, the Union shall refund the amount deducted as of the rendering of the decision.

If the Commission des relations du travail determines that a professional who was previously considered not a part of the bargaining unit should henceforth be so considered, the provisions of article 3-1.00 shall apply from the moment this decision is rendered.

3-1.07

For the purposes of this article, the Union acknowledges that the College's sole responsibility shall be that of dues-collector.

3-1.08

The College shall enter the total amount of union dues paid by each professional on the tax slips for the taxation year.

Article 3-2.00 - Union Delegate

3-2.01

The Union shall appoint a professional employed by the College union delegate, and it shall inform the College in writing of the name of this delegate at the time of his/her appointment and replacement.

3-2.02

The Union shall appoint a substitute union delegate and inform the College in writing of his/her name. If the union delegate is unable to carry out his/her duties, the substitute delegate shall assume them.

3-2.03

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

3-2.04

The union delegate shall advise professionals of their rights under the collective agreement.

3-2.05

After giving notice to his/her immediate supervisor, a union delegate may take leave from work without loss of pay and without reimbursement by the Union, to assist a professional in preparing a grievance related to a matter negotiated and agreed upon at the provincial level and to accompany him/her to the presentation and discussion of the grievance with a college representative.

3-2.06

Following a written notice sent by the Union five (5) working days in advance, the union delegate or his/her substitute may take leave from work, without loss of pay and without reimbursement by the Union, in order to take part in training sessions organized by the CSQ or the FPPC. The written notice must state the duration, the nature and the location of the training session.

For the purposes of this clause, and for the duration of the collective agreement, a bank of no more than four (4) working days shall be available for each College. For the purposes of this paragraph, such a bank shall also be available for the delegates mentioned in clause 3-2.03.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

LEAVE FOR UNION DELEGATES

3-2.07

After giving notice to his/her immediate supervisor, a union delegate may take leave from work, without loss of pay and without reimbursement by the Union, to assist a professional in preparing a grievance, to accompany him/her to the presentation and discussion of the grievance with a college representative, or to attend a meeting as provided for in article 4-2.00, or to attend a meeting called by a college representative.

Article 3-3.00 - Leave for Provincial Union Activities

3-3.01

Any official union delegate may, upon written request of the Union to the College five (5) working days in advance, take leave from work without loss of pay and without reimbursement by the Union, to attend the Convention or the General Council meeting of the CSQ, or the Convention or the Federal Council meeting of the FPPC. This provision shall also apply to the members of the executive council of the Fédération du personnel professionnel des collèges (FPPC) who have not received full-time leave.

The written requests mentioned in the preceding paragraph shall contain the names of the people for whom the request is made as well as the nature, duration and location of the union activity.

3-3.02

If a professional assumes elected provincial union duties that require leave from work, the College, following a written request submitted fifteen (15) working days in advance, shall release this professional with pay, which shall be reimbursed by the organization in question. This leave shall be renewable automatically, from one year to the next, for the duration of the mandate.

3-3.03

A professional appointed to non-elected union duties that require full-time or part-time leave from his/her weekly professional duties for more than twenty (20) working days shall be granted leave with pay, which shall be reimbursed by the organization in question, following a request submitted to the College twenty (20) working days in advance. This leave shall be renewable automatically upon request.

However, a professional appointed to union duties that requires full-time or part-time leave from his/her weekly professional duties for less than twenty (20) working days shall be granted leave with pay, which shall be reimbursed by the organization in question, following a request submitted to the College five (5) working days in advance.

3-3.04

A professional who is granted leave under clause 3-3.02 or 3-3.03 may return to his/her position:

- a) if he/she is elected to provincial union duties, after giving notice to the College fifteen (15) working days in advance;
- b) if he/she is not elected to provincial union duties, after giving notice to the College twenty (20) working days in advance.

3-3.05

When a professional is appointed union assessor in accordance with article 9-2.00, he/she shall be granted leave with pay, which shall be reimbursed by the organization in question, following a request submitted to the College five (5) working days in advance.

3-3.06

For the reimbursement of salaries provided for in this article, the Union shall pay the College for each working day of leave with pay an amount equal to one two hundred and sixtieth (1/260th) of the professional's salary.

3-3.07

The amounts owed to the College by the Union in reimbursement of salaries shall be paid within ninety (90) days of the remittance to the Union of a detailed statement indicating the union activities involved, the names of professionals on leave, the duration of their leave and the amounts to be paid.

3-3.08

A professional who is granted leave under the provisions of this article shall retain his/her status as a professional and all the rights and benefits to which he/she would be entitled if he/she were at work.

3-3.09

The working schedule of a professional on leave under this article shall in no way be altered by the leave, unless by mutual agreement between the parties, within the procedural framework set out by the labour relations committee.

Article 3-4.00 - Information

INFORMATION PROVIDED BY THE MINISTÈRE

3-4.01

Upon request of the FPPC, the Ministère shall provide the following statistical information insofar as it is available:

- a) the distribution of professionals by status and sex;
- b) the distribution of professionals by employment category and sex;
- c) the ranking of professionals by employment category and sex for each salary scale.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

INFORMATION

3-4.02

Every year by October 30 at the latest, the College shall provide the Union and FPPC with a list of professionals, based on the data available on September 1. This list shall include, for each professional:

- a) family name and given name;
- b) date of birth;
- c) civil status;
- d) sex;
- e) citizenship;
- f) address;
- g) ID number;
- h) telephone number;
- i) date of hiring;
- j) salary scale ranking;
- k) salary;

- l) status: regular, having priority, tenured, temporary substitute, temporary project leader, temporary supernumerary, full-time or part-time;
- m) employment category;
- n) service to which he/she is assigned;
- o) number of days of vacation accumulated as of the preceding May 31st;
- p) number of days of sick leave remaining as of the preceding July 1st;
- q) number of hours in his/her weekly schedule in the case of a part-time professional.

However, in cases where this agreement constitutes the first collective agreement signed by the parties, the College shall make this list available within thirty (30) working days from the signing of this agreement.

3-4.03

Every month, the College shall inform the Union and the FPPC in writing of any changes in the list provided for in clause 3-4.02.

3-4.04

Within thirty (30) working days of the date this agreement takes effect, the College shall provide the Union with information about each professional's academic qualifications and work experience.

3-4.05

Each year, by October 30th at the latest, the College shall provide the Union with a list of its management personnel, as well as a list of the members of its Board of Governors and its Executive Committee.

3-4.06

The College shall provide the Union with two (2) copies of any document relating to this agreement and of any directive or document of general interest to all professionals or to any group thereof.

In addition, it shall provide the Union with two (2) copies of any agreement between the College and a professional or a group of professionals, if this agreement touches an area covered by this collective agreement.

3-4.07

Within twenty (20) working days of their formation or modification, the College shall supply the Union with a complete list of members of all College committees and councils in which professionals take part.

Furthermore, the College shall supply a complete list of all committees and councils it has set up whose mandate it is to define the general goals of the College.

3-4.08

The College shall provide the Union with all notices of meetings, draft agendas, minutes of meetings and all accompanying documentation as they are received from the secretaries of the committees and councils provided for in this collective agreement.

Draft agendas must contain every point that a member of the committee or council wishes to address and shall be posted for the benefit of the professionals.

This shall in no way prevent the members of the committee or council from altering the draft agenda according to normal rules of procedure.

3-4.09

The College shall provide the Union with:

- a) the information provided for in clause 5-3.13;
- b) the seniority list drawn up according to clause 5-2.07.

3-4.10

The Union shall supply the College with a list of the members of its executive committee.

3-4.11

The College shall provide the Union with the minutes of all meetings of the Board of Governors as soon as possible.

Article 3-5.00 - Local Union Activities

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

3-5.01

The petitioner, the union delegate and the witnesses in an arbitration hearing shall be granted leave from work, without loss of pay and without reimbursement by the Union, after giving notice to their immediate supervisor. However, the witnesses shall leave work only for the time during which their presence is required by the presiding officer of the arbitration hearing.

3-5.02

A professional may, without loss of pay and without reimbursement by the Union, take such time off work as is necessary to discuss his/her grievance with a college representative. He/she shall first give notice to his/her immediate supervisor.

3-5.03

Any member of the Union's executive may take leave from work, without loss of pay and without reimbursement by the Union, to participate in a meeting with college representatives.

3-5.04

Any member of a council or a committee provided for in this agreement may take leave from work, without loss of pay and without reimbursement by the Union, to attend any meetings of this council or committee. He/she shall first give written notice to the College.

3-5.05

The College recognizes that a maximum of two (2) union executive committee members shall have the right to attend to union business during working hours for any question related to the application of the collective agreement but excluding matters under the jurisdiction of the union delegate, without loss of pay and without reimbursement by the Union. The immediate supervisor of this union officer shall be informed in advance of his/her absence and of the location where he/she can be reached.

Article 3-6.00 - Right to Hold Meetings and Post and Distribute Documents

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

3-6.01

The Union shall have the right to hold meetings of professionals at the College on college premises, as long as prior notice has been given. The use of college premises for these purposes shall be free of charge except for any supplementary costs.

3-6.02

The College shall place at the Union's disposal a furnished office that the Union can use free of charge.

The furnishing of this area shall be decided by mutual agreement between the parties, in accordance with the procedures set out in article 4-2.00.

3-6.03

The Union may post all notices, bulletins and other documents intended for its members, in suitable, mutually acceptable places reserved exclusively for this purpose.

3-6.04

The Union may distribute any document to professionals. In addition, depending on the policy in effect at the College, the Union may have all documents concerning and intended for professionals distributed by staff members who are usually assigned to this task. The Union may also use the College's regular service for internal mail distribution.

CHAPTER 4 - PARTICIPATION

Article 4-1.00 - Participation

4-1.01

The College recognizes the importance of the professionals' participation in carrying out the colleges' mission.

The local parties shall create an advisory committee on the role and participation of professionals in the college community.

Article 4-2.00 - Labour Relations Committee

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

4-2.01

Subject to any provisions to the contrary, the parties recognize that any agreement or discussion on any subject covered in this article, as well as on any question concerning the application and the interpretation of this collective agreement, or on any question that could maintain, improve or develop labour relations, shall be carried out according to the following procedure.

4-2.02

Within thirty (30) working days following the signing of this collective agreement, and subsequently at the time of their substitution, each party shall name three (3) persons qualified to act as its representatives, and shall so inform the other party in writing.

4-2.03

No agreement shall in any way amend this agreement, add to it, or subtract from it, but every agreement shall bind all professionals concerned, the Union and the College. However, a professional shall not be bound by an agreement in the case of a dismissal.

4-2.04

The president of the Union or his/her substitute may call the representatives of the College to a meeting by sending a written notice to the representative appointed by the College, indicating the subjects to be discussed.

A representative of the College may call the representatives of the Union to a meeting by sending a written notice to the president of the Union indicating the subjects to be discussed.

The party that calls the other to a meeting shall also provide with the written notice any documents at its disposal that it judges pertinent to the subject to be discussed.

4-2.05

A professional whose case is to be discussed at a meeting provided for in this article shall be given advance notice in writing by the College. The professional may, if he/she so requests, be heard at the meeting and be accompanied by the union delegate.

4-2.06

The College shall call the Union to a meeting in accordance with the procedure defined in this article before making any decision on the following subjects:

- a) a trainee's project, his/her duties and the necessary supervision;
- b) the non-rehiring of a regular professional covered by clause 5-1.01;

- c) the abolition of any position;
- d) any plans to abolish a position that is filled, in accordance with article 5-4.00;
- e) the transfer of a professional as provided for in article 5-3.00 and article 5-14.00;
- f) any changes in administrative structures;
- g) any exception to the exclusivity of a professional's services during his/her regular working hours;
- h) substantial modifications in tasks assigned to a professional;
- i) the provisional assignment of a professional to an administrative or professional position;
- j) the scheduling of holidays as provided for in article 8-3.00;
- k) leave without pay under article 8-7.00;
- l) leave without pay to assume public office under article 8-9.00;
- m) travel expenses as provided for in article 8-15.00;
- n) assignments of more than six (6) months for professionals on availability;
- o) conditions concerning parking as provided for in article 8-18.00.

4-2.07

The parties must reach a written agreement within seven (7) working days of the notice of meeting, or within a longer period if the parties so agree in writing.

4-2.08

Failing such an agreement, the College shall notify the Union and the professional concerned, if applicable, in writing, of its decision and its reasons, within ten (10) working days following the deadline set out in clause 4-2.07. The College shall not be obliged to notify each professional individually of a decision affecting professionals as a group.

However, in exceptional circumstances, such as in the case of decisions affecting other employment categories, the College may extend the deadline for handing down its decision.

4-2.09

Clause 4-2.08 shall not apply in cases of disagreement, to any clause stating expressly that action shall only be taken by agreement between the parties, in accordance with the procedures described in article 4-2.00.

4-2.10

The minutes of labour relations committee meetings shall be signed and adopted by the parties at the following meeting. If a decision must be applied without delay, the minutes or a portion thereof may be adopted immediately.

The minutes shall include the agenda, the reasons cited, proposals, and resolutions.

Furthermore, any written and signed agreement between the parties shall be included with the minutes.

4-2.11

Before making a decision concerning the abolishment of a position, the College shall, with the notice of meeting, notify the Union in writing of the grounds for the abolishment and the solutions it intends to put into effect.

4-2.12

In the event that the College proposes a retraining plan for a professional or that a professional submits a retraining plan, the College shall call the Union to a meeting in accordance with the procedures set out in article 4-2.00, in which case, only the provisions of article 5-4.00 shall apply.

Article 4-3.00 - Educational and Professional Activities

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

4-3.01

The negotiating parties agree on the principle of professionals' participation in group professional activities during working hours.

The dates chosen for these activities, as well as their duration, shall be determined by agreement between the parties in accordance with the procedures set out in article 4-2.00.

4-3.02

When the College organizes pedagogical days, it shall invite its professionals to participate fully and to submit topics for discussion.

CHAPTER 5 - MOVEMENT OF PERSONNEL

Article 5-1.00 - Tenure

ACQUISITION OF TENURE

5-1.01

The College shall evaluate newly hired regular professionals, or regular professionals newly included in the bargaining unit, for an initial period of six (6) months of continuous service, or its equivalent for a regular part-time professional. If the College decides, during this period, to terminate the employment of the professional concerned, it shall give him/her notice of its intention not to rehire at least twenty (20) working days before the end of this initial period.

A regular professional whose employment has not been terminated as described in the preceding paragraph shall be evaluated over a second six (6)-month period of continuous full-time service, or its equivalent for a regular part-time professional. If the College decides to terminate the employment of the professional concerned, it shall give him/her notice of its intention not to rehire at least twenty (20) working days before the end of this second period.

Similarly, the College shall evaluate, in accordance with the provisions of the preceding paragraphs, temporary substitute professionals and project leader professionals hired for a continuous period of at least twelve (12) months.

However, in the case of a temporary substitute professional who becomes a regular professional, time worked without interruption of the employment relationship as a temporary substitute professional in the same employment category as that of the regular position shall be valid for the purposes of the probation periods required for the acquisition of tenure.

In the case of a temporary project leader professional who becomes a regular professional in the new position created by the College that includes the duties that he/she was carrying out as a project leader professional, time worked without interruption of the employment relationship in the same employment category as that of the regular position shall be valid for the purposes of the probation periods required for the acquisition of tenure.

The interruption of the employment relationship of fifteen (15) days or less provided for in clause 1-1.32 shall not be counted as evaluation periods under the terms of this clause.

A professional may not file a grievance over the fact that he/she is not rehired following his/her evaluation.

5-1.02

A temporary supernumerary professional shall not be subject to the provisions of clause 5-1.01. Similarly, a temporary substitute professional or a project leader professional hired for a continuous period of less than twelve (12) months shall not be subject to the provisions of clause 5-1.01.

5-1.03

A regular professional who fulfills all of the following conditions shall acquire tenure:

- a) he/she has completed the periods provided for in clause 5-1.01;
- b) he/she has acquired twelve (12) months of seniority for purposes of job security;
- c) he/she has accumulated a total of twenty-four (24) months of active service.

5-1.04

A professional who has completed the probation periods provided for in clause 5-1.01 and who holds provisionally a position other than his/her own, shall maintain his/her status and the rights attached thereto.

5-1.05

If the College decides to terminate the employment of a temporary substitute professional or a temporary project leader professional hired for a continuous period of at least twelve (12) months, it shall give him/her at least two (2) weeks' notice before the end of his/her employment, unless the term of his/her employment was established at the time of hiring.

5-1.06

Professionals shall be free to join a professional association, except in cases where the right to practise is attached to membership in such association and is a condition for maintaining employment.

Article 5-2.00 - Seniority

SENIORITY FOR THE PURPOSES OF JOB SECURITY

5-2.01

Seniority for the purposes of job security shall mean the period during which a professional has been continuously in the employ of a College as a professional.

5-2.02

The seniority for purposes of job security of a professional in the employ of the College as a professional, at the signing of this agreement, shall be the total amount of seniority acquired in all hiring periods as a professional at the College, provided there has been no interruption of the employment relationship with the College exceeding two (2) years.

5-2.03

Seniority for purposes of job security shall be calculated as follows:

- a) for full-time professionals: the number of years, months and days in the employ of the College as a professional;
- b) for part-time professionals: the same method of calculation as for full-time professionals, but in proportion to the number of hours worked.

5-2.04

Seniority for purposes of job security shall continue to accumulate:

- a) during leave for union activities as provided for in the collective agreement;
- b) during a period of availability;
- c) during a suspension of the professional;
- d) during a professional development leave granted under the provisions of the collective agreement;
- e) during the first twelve (12) months of the provisional holding of an administrative or managerial position at the College;
- f) subject to paragraph e), during a provisional assignment in accordance with article 5-8.00, in an employment category other than that of management personnel;
- g) during leave for parental rights;
- h) during the first twelve (12) months of leave without pay;
- i) during the first twenty-four (24) months of leave for professional activities;

- j) during the first twenty-four (24) months of disability;
- k) during an absence due either to a work accident or to an occupational illness recognized by the Commission de la santé et de la sécurité du travail du Québec;
- l) during a retraining period provided for in article 5-9.00;
- m) during a leave provided for in article 8-12.00.

5-2.05

Seniority for purposes of job security shall cease to accumulate but shall remain to the professional's credit:

- a) during a layoff;
- b) after implementing the provisions of paragraphs e), h), i) and j) of clause 5-2.04;
- c) during a leave to assume public office;
- d) subject to clause 5-5.07, during a two (2)-year period following the last hiring period of the temporary professional.

5-2.06

Seniority for purposes of job security shall be lost:

- a) when a professional resigns;
- b) when he/she is not rehired;
- c) when he/she is dismissed;
- d) subject to clause 5-5.07, at the end of a two (2)-year period following the last hiring period of the temporary professional.

5-2.07

On September 30 of each year at the latest, the College shall post for a duration of twenty (20) working days a seniority list for purposes of the job security of professionals covered by the collective agreement as established the preceding June 30. A copy of this list shall be sent to the Union on the same day as it is posted. During the posting period, the Union or any professional may file a grievance contesting the seniority for the purposes of job security of a professional.

At the end of the posting period, seniority for the purposes of job security shall become official, subject to any grievances. Corrections made to this seniority shall take effect as of the date of the grievance. Thereafter, no other correction shall be made respecting the seniority for purposes of the job security of a professional before the next posting period.

5-2.08

The seniority for purposes of the job security of a professional said to be covered by the Union's certification following a decision by the Commission des relations du travail, or following an agreement between the parties, shall be calculated jointly by the College and the Union. If an agreement cannot be reached, the College shall decide and the Union may then file a grievance.

Article 5-3.00 - Position, Replacement of More Than Six (6) Months and Special Project of More Than Six (6) Months

5-3.01

Within forty (40) working days following the day on which a regular professional has definitely left his/her position, the College shall make a decision to fill, modify or abolish the position.

1. When the College decides to fill a vacant or newly created position, the provisions of clause 5-3.02 shall apply.
2. When the College decides to modify or abolish a position that has become definitively vacant, the following provisions shall apply:

Before deciding to abolish or modify a position, the College must call the Union to a meeting of the labour relations committee in accordance with article 4-2.00, indicating in writing when the notice of meeting is sent, the position concerned, the reasons for the planned abolishment or modification and, if applicable, the planned reorganization of tasks.

In the case of the planned abolishment of a position, the parties shall make an effort to reach an agreement in order to avoid such abolishment.

The reorganization of tasks following the abolishment or modification of the position may in no way result in an excessive workload for the other professionals concerned.

5-3.02

VACANT OR NEWLY CREATED POSITION

When the College decides to fill a vacant or newly created position, it shall either transfer a professional to the position or post the position.

1. Transfer

The College shall not be obliged to post a position when the position is filled in accordance with the provisions of clause 5-4.04 or by means of a transfer. In the latter case, the provisions of article 5-14.00 shall apply.

When the College creates a new position and fills it by means of a transfer, the position left vacant by the transfer may be abolished in accordance with the provisions of this article.

When the College decides to fill a vacant position by means of a transfer, the position left vacant by the transfer may be abolished provided it has not been abolished by attrition (as a result of a resignation, retirement or death) within the twelve (12) months preceding the decision to abolish it.

2. Posting

When the College decides to fill a position by posting it, it shall notify the professionals of such decision when it opens the position to eligible candidates within the College and, if applicable, to the public.

Such posting shall mention, among other things, the employment category, the service or department involved, a summary job description, the qualifications required by the College and relevant to the position, the minimum and maximum salary rates in the salary scale, the deadline for applications and, for information purposes and if relevant, the satellite campus. The notice shall be posted for at least ten (10) working days and at most twenty (20) working days. When posting a vacant position, the College shall send notice to the professionals that are absent and covered by this clause to their last known address.

The position shall be awarded by the College, taking into account the requirements of the position and according to the following order of priority; in all cases, the language of instruction at the College shall be taken into account in the requirements:

- a) first to professionals on availability at the College, in accordance with clause 5-6.03;
- b) then to professionals on availability at another college in the same zone, as established in Appendix "B", in accordance with clause 5-6.03;
- c) then to professionals on availability at another college in a different zone, as established in Appendix "B", in accordance with clause 5-6.03;
- d) then to temporary substitute professionals or project leader professionals employed by the College who have completed twenty-four (24) months of active service without interruption of the employment relationship in his/her substitute position or the newly created position combining the tasks he/she performed as project leader;
- e) then to temporary professionals employed by the College who have completed twenty-four (24) months of active service without interruption of the employment relationship;
- f) then to professionals at the College who have been laid off and who enjoy job priority under clause 5-5.02;
- g) then to regular professionals employed by the College;
- h) then to temporary professionals employed by the College who have completed twelve (12) months of active service;
- i) then to temporary professionals employed by the College who have completed six (6) months of active service;
- j) then to temporary professionals covered by clause 5-5.07;

- k) then to employees in another employment category assigned temporarily as professionals;
- l) then to professionals at another college in the same zone, as established in Appendix "B", who have been laid off or to professionals covered by clause 8-9.02;
- m) then to professors or support staff on availability at the College, provided they have applied for the position at the College;
- n) then to applicants employed by the College;
- o) then to professionals at another college in another zone, as established in Appendix "B", who have been laid off;
- p) then to all other applicants not employed by the College.

5-3.03

When there is more than one applicant in any one of the categories listed in paragraph 2 of clause 5-3.02, the College shall choose the most qualified candidate provided such candidate meets the requirements of the position.

When there are equally qualified applicants in any one of the categories listed in paragraphs a), b), c), e), f), g), h), i) and l) of clause 5-3.02, seniority for purposes of job security shall be the determining factor.

5-3.04

A professional at the College shall, if selected, maintain the same rights with respect to advancement in step, but shall receive the salary attached to his/her new position as of the day he/she takes over the new duties.

However, in the case of a transfer, the professional shall receive the salary of the employment category attached to that transfer provided said salary is higher than that attached to his/her former position. If this is not the case, he/she shall receive the salary attached to his/her former position.

5-3.05

A professor or a support employee selected for a professional position in his/her college according to the provisions of paragraph m) of clause 5-3.02 shall transfer his/her accumulated days of sick leave and become tenured as soon as he/she obtains said position.

5-3.06

REPLACEMENT OF MORE THAN SIX (6) MONTHS AND SPECIAL PROJECT OF MORE THAN SIX (6) MONTHS

Subject to the application of clause 5-6.02, when the College decides to assign a replacement for a period of more than six (6) months, or to implement a special project for a period of more than six (6) months, it may proceed by the temporary assignment of a professional, by the provisional assignment of a person from another employment category or by posting.

The decision of the College not to replace or to partially replace an absent professional must in no way result in an excessive workload for the other professionals concerned.

1. Temporary or Provisional Assignment

When the College decides to award a temporary or provisional assignment, it shall proceed as follows:

- a) all professionals, including those with job priority, shall be informed of and may apply for the assignment;
- b) if more than one professional is interested in the assignment, the College shall choose the most qualified professional who meets the requirements of the special project or replacement;
- c) if the College cannot award the assignment to a professional, it may award a provisional assignment to a person from another category of employment.

2. Posting

When the College decides to proceed by posting, the following provisions shall apply:

The assignment shall be posted for five (5) working days, in accordance with the provisions of clause 5-3.02. The College shall send a copy of the posting to the Union but not to the placement office.

The College shall offer the special project or the replacement to professionals in the following order of priority, provided that they meet the requirements of the project or replacement; in all cases, the language of instruction of the College shall be taken into account in the requirements:

- a) temporary professionals employed by the College who have completed six (6) months of active service, temporary professionals covered by clause 5-5.07 and professionals at the College who have been laid off and who enjoy job priority under clause 5-5.02;
- b) regular professionals at the College;
- c) employees from another employment category on provisional assignment as professionals.

5-3.07

When there is more than one applicant in any one of the categories listed in paragraph 2 of clause 5-3.06, the College shall choose the most qualified candidate, provided he/she meets the requirements of the position.

When there are equally qualified applicants in any one of the categories listed in clause 5-3.06, seniority for purposes of job security shall be the determining factor.

5-3.08

A regular professional with a temporary assignment shall receive the salary attached thereto provided that it is higher than that attached to his/her regular position. The same shall apply in the case of a provisional assignment to a management position.

At the end of the temporary assignment, the professional shall resume his/her regular position with all rights and benefits, as if he/she had never left.

5-3.09

When a College has one or more satellite campuses, a professional can not be assigned, moved, transferred or relocated without his/her approval to a workplace located more than fifty kilometres (50 km) away from his/her current workplace.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

5-3.10

In all cases where the College must fill a professional project leader or replacement position of more than six (6) months, it shall form a joint selection committee and the Union shall be invited in writing to appoint two (2) professionals to said committee. The committee shall:

- a) study the candidates' applications;
- b) proceed with any necessary interviews according to the categories listed in clauses 5-3.02 and 5-3.06;
- c) submit its recommendations to the College within the time limit established at the time it was decided to fill the position.

The College shall provide the selection committee with the requirements of the project leader or replacement position, a description of the position, the list of applicants and any other relevant documents.

If the representatives of the Union do not complete their task within the established time limit, the College shall proceed with its selection.

5-3.11

Subject to clause 5-6.02, when the College decides to assign a professional to a special project or a replacement of more than six (6) months, it shall proceed by internal posting in accordance with the provisions of clause 5-3.06.

5-3.12

The College shall post the name of the successful applicant without delay.

5-3.13

At the time a professional is hired, the College shall inform the professional in writing of the following:

- a) his/her status: regular, tenured, having priority, part-time, full-time, temporary substitute, temporary project leader or temporary supernumerary;
- b) the employment category to which he/she is assigned;
- c) his/her salary and step at the time of hiring;
- d) the service or department to which his/her position or special project is attached;
- e) the date he/she is to begin work;
- f) the campus where he/she is to work;
- g) in the case of a special project, the source of funding if it is entirely other than the College's regular source of funding.

The College shall send to the Union a copy of this information as well as any information related to educational qualifications and experience acquired.

5-3.14

At the time of hiring, the College shall give the professional a copy of this agreement. Also, the professional shall furnish proof of his/her qualifications and experience.

If the professional is unable to furnish this proof, he/she shall provide the College with a sworn attestation to this end.

5-3.15

- a) If the College decides to terminate the employment of a temporary supernumerary professional, it shall give him/her at least two (2) weeks' notice before the termination of his/her employment, unless the term of his/her employment was established at the time of hiring.
- b) The termination of employment of a temporary substitute professional shall take place automatically when the professional he/she was replacing returns, or after two (2) weeks' notice.

In the case of a substitute hired for three (3) months or more, the College shall give two (2) weeks' notice of the termination his/her employment.

5-3.16

A professional may terminate his/her employment at any time upon written notice to the College at least thirty (30) days before his/her departure.

However, in the case of a temporary professional, the written notice shall be given two (2) weeks in advance.

5-3.17

Subject to the provisions of article 5-14.00 of this agreement, the College may not compel a professional to accept a transfer.

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

5-4.01

When the College intends to abolish a position with an incumbent, it shall provide the Union with a notice including the following elements:

- a) a statement of the number of professional employees at the time the notice is given;
- b) the position concerned;
- c) the reasons for abolishing the position;
- d) the expected date of the abolishment of the position.

Following this notice, at the meeting with the labour relations committee, the Union and the College shall make an effort to reach an agreement in order to avoid the abolishment of the position or, failing this, a layoff or placement on availability.

5-4.02

The reasons used by the College to justify the abolishment of a position shall be as follows:

- a) either a significant decline in the number of students, as established on September 20 of the current year, in comparison with the number of students, as established on September 20 of the preceding year, in accordance with the provisions of clause 5-4.03;
- b) or a change in services to be provided:
 - i) in this case the College may abolish the position in question provided the College creates a new position or fills a vacant position;
 - ii) moreover, the College may abolish a position¹ provided no positions have been abolished by attrition (as a result of a dismissal, retirement or death) during the twelve (12) months preceding the notice of meeting of the labour relations committee. The College may not proceed with another abolishment under this clause for twelve (12) months following such notice. For the purposes of applying this paragraph, the dates specified in clause 5-4.04 shall not apply.

For the purpose of applying paragraph b) of this clause, when the College calls the Union to a meeting of the labour relations committee, it shall indicate the employment category and the name of the professional concerned, any necessary retraining and all other pertinent information.

5-4.03

For the purposes of applying paragraph a) of clause 5-4.02, the College shall provide the Union, with the notice provided for in clause 5-4.01, a copy of the budget estimates and the data and official documents submitted to the Ministère and used in establishing the number of enrollments.

¹ Read "two (2) positions" if the number of regular positions at the College is equal to or greater than thirty (30). The abolishment of two (2) positions at a time shall be permitted only once for the duration of the collective agreement.

The number of enrollments shall be the sum of the number of enrollments in regular education and the number of enrollments in adult education. The number of regular enrollments shall be the total number of students enrolled in any accredited college study program for the regular terms (fall and winter); the number of adult enrollments shall be the total number of students enrolled in any accredited college study program for the regular terms (fall and winter). Enrollments in adult education shall also include all enrollments in customized activities for the reference year, from September 20 of the previous year to September 20 of the current year.

However, for students enrolled in adult education, every six hundred (600) hours of education, as defined in the above paragraph, shall be the equivalent of one full-time student. For students enrolled in regular education, the number of students shall be calculated in full-time equivalents.

5-4.04

The decision of the College to abolish a position under clause 5-4.01 shall be submitted to the Union and to the professional in question at least thirty (30) days before the abolishment of the position or bumping takes effect. In the case of the abolishment of a position under paragraph a) of clause 5-4.02, the bumping, layoff or placement on availability shall take effect on December 15 or on the date the bumping procedure is completed, according to the last term reached. In the case of the abolishment of a position under subparagraph i) of paragraph b) of clause 5-4.02, the bumping, layoff or placement on availability shall take effect on July 1 or on the date the bumping procedure is completed, according to the last term reached.

BUMPING PROCEDURE

1. General Provisions

- a) The bumping procedure provided for in this clause for full-time professionals shall apply mutatis mutandis to part-time professionals;
- b) a part-time professional cannot bump a full-time professional. However, he/she shall be obliged to bump another part-time professional;
- c) a part-time professional shall be obliged to accept a vacant or newly created position provided he/she meets the requirements of the position;
- d) a tenured professional who is awarded a vacant or newly created position or who bumps another professional shall receive the salary of the employment category attached to his/her new position, provided it is higher than that attached to his/her former position. If this is not the case, he/she shall receive the salary attached to his/her former position;
- e) if the position filled under the preceding paragraph by a tenured part-time professional involves fewer regular working hours than his/her former position, he/she shall receive the salary corresponding to the regular working hours of the former position and shall be assigned to professional tasks within his/her field of competency for the remaining hours;
- f) a full-time professional shall not be obliged to fill a vacant or newly created part-time position and cannot bump a part-time professional. However, if he/she accepts a vacant or

newly created part-time position, he/she shall acquire the status of part-time professional and the provisions relating to that status shall apply;

- g) a non-tenured full-time or part-time professional who obtains a position or bumps a professional under this article shall receive the salary of the position he/she obtains.

2. A tenured professional whose position is abolished or who is bumped

- a) A tenured professional whose position is abolished, or who is bumped under this clause, shall be obliged to fill a vacant or newly created position provided he/she meets the requirements of the position set by the College.
- b) If the professional in question cannot fill a vacant or newly created position, he/she shall be obliged to bump the least seniority, provided he/she meets the requirements of the position.
- c) If the professional in question cannot bump another professional under the preceding paragraph, he/she shall be obliged to bump the tenured professional in his/her employment category with the least seniority, provided he/she meets the requirements of the position.
- d) If the professional in question, or a professional bumped under the preceding paragraph, cannot bump another professional under the preceding paragraph, he/she shall be obliged to bump the regular non-tenured professional in a different employment category with the least seniority, provided he/she meets the requirements of the position.
- e) If the professional in question cannot bump another professional under the preceding paragraph, he/she shall be placed on availability.

3. A regular non-tenured professional whose position is abolished or who is bumped

- a) A regular non-tenured professional whose position is abolished or who is bumped shall be obliged to fill a vacant or newly created position provided he/she meets the requirements of the position set by the College.
- b) If the professional cannot fill a vacant or newly created position, he/she shall be obliged to bump the regular non-tenured professional with the least seniority among those filling a position for which he/she meets the requirements and provided he/she has more seniority than the professional being bumped.
- c) A professional who is bumped under the preceding paragraphs shall be obliged to bump a regular non-tenured professional in accordance with the provisions of the preceding paragraph.
- d) If the professional in question cannot bump an employee under the preceding paragraphs, he/she shall be laid off.

5-4.05

A professional covered by clause 5-4.04 shall notify the College of his/her decision to fill a vacant or newly created position or to bump another professional under clause 5-4.04 within five (5) working days following receipt of the offer.

For the purpose of applying the bumping procedure, the sectors of activity, in the following employment categories, shall constitute distinct employment categories: analyst (data processing or systems and organization), student activities animator (sociocultural or athletic activities), student life counsellor (sociocultural life, sports and outdoor activities or economic life), specialist in teaching methods and techniques (library and audio-visual).

A professional who refuses, within the set time limit, to fill a vacant or newly created position or to bump another professional under clause 5-4.04 shall be deemed to have resigned.

5-4.06

The College agrees to:

- a) send to placement office notices of any vacancies subject to article 5-3.00;
- b) consider applications sent by the placement office and apply the provisions of article 5-3.00, 5-5.00 or 5-6.00, as the case may be;
- c) inform the placement office of any job offer made to a professional who has been laid off or placed on availability by the College, stating whether said professional has accepted or refused;
- d) inform the placement office of any job offer made to an applicant whose name was sent by the office;
- e) send the information requested by the placement office.

5-4.07

If, within seven (7) working days of notification of a vacant position under paragraph a) of clause 5-4.06, the placement office has not supplied the name of a candidate, the College shall proceed according to the provisions of article 5-3.00.

5-4.08

The College may offer preretirement to an eligible professional provided that such preretirement prevents or cancels placement on availability. This may involve the transfer of one or more professionals.

If a professional accepts preretirement, he/she shall hand in his resignation to the College, effective the date on which the preretirement period ends.

The dates of the beginning and the end of the preretirement period shall be subject to an agreement between the College and the professional.

In no case may the preretirement period last more than twelve (12) months.

A professional on preretirement shall continue to receive his/her salary and to enjoy the benefits of the collective agreement as if he/she were at work. For the purposes of the pension plan, preretirement shall be considered continuous service.

5-4.09

The zones affected by articles 5-3.00, 5-5.00 and 5-6.00 are listed in Appendix "B".

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

5-4.10

When the College foresees the abolishment of a position with an incumbent, it shall call the Union to a meeting in accordance with the provisions of article 4-2.00. In such a case, the time limit provided for in clause 4-2.07 shall be twelve (12) working days.

Article 5-5.00 - Job Priority

REGULAR NON-TENURED PROFESSIONALS

5-5.01

This section shall apply only to regular professionals who have been laid off and who do not meet the requirements set out in clause 5-1.03.

5-5.02

For the purposes of applying clauses 5-3.02 and 5-3.06, a regular professional who has been laid off shall acquire and maintain job priority in his/her college for a duration of two (2) years, without pay.

For the purposes of applying clause 5-3.02, a regular professional who has been laid off and who has completed twelve (12) months of active service without interruption of the employment relationship, shall acquire and maintain job priority in another college for a duration of two (2) years, without pay.

5-5.03

The provisions of clause 5-5.02 shall apply:

- a) provided the professional meets the hiring requirements set by the College;
- b) in the case of a vacant position in the college from which the professional was laid off, provided he/she accepts a job offer within five (5) working days;
- c) in the case of a vacant position in a college in the same zone as the college from which the professional was laid off, provided he/she notifies said college in writing that he/she is available within five (5) working days following the date on which he/she was informed by the placement office that his/her name was sent to said college, and provided he/she accepts a job offer within five (5) working days. However, the professional shall be free to remain on availability if the language of instruction of the college is not the same as that of the college from which he/she was laid off;
- d) in the case of a vacant position in a college in a different zone from that of the college from which the professional was laid off, provided he/she declares himself/herself available within the time limit set out in paragraph c) and, if a job offer is made, provided he/she accepts it within ten (10) working days.

The deadlines set out in this clause shall be calculated as of the date of receipt of the job offer or, if applicable, as of the date of notification of the job offer; failure to respond shall be deemed a refusal.

5-5.04

A professional who is relocated under the provisions of this article shall transfer to his/her new college his/her status as a regular professional, his/her job priority, seniority for purposes of job security, years of service for vacation purposes and sick leave credits without cash surrender value.

5-5.05

As soon as a professional is relocated under the provisions of this article, his/her name shall be removed from the placement office's list and he/she shall benefit from job priority only in the case of another layoff. His/her name shall also be removed from the placement office's list if he/she waives his/her job priority or if the placement office fails to reach him/her on two separate occasions, by registered letter, at his/her last known address.

5-5.06

If a professional who has been laid off considers that his/her rights under clauses 5-4.06 b), 5-5.03 and 5-5.04 of the collective agreement have not been respected, he/she may submit a grievance to the chief presiding officer under the terms of clause 9-2.08 of the collective agreement. Said grievance shall be submitted within thirty (30) working days of the events giving rise to the grievance and shall be given priority when drawing up the arbitration roll.

TEMPORARY PROFESSIONALS

5-5.07

At the end of his/her employment, a temporary professional who has acquired six (6) months of active service shall acquire the right to job priority in the College unless the College notified him/her in writing of its intention not to rehire him/her.

For the purposes of applying clause 5-3.06 and paragraph 2 of clause 5-3.02, a temporary professional shall retain job priority for a duration of two (2) years, without pay, as of the date of his/her termination.

Article 5-6.00 - Job Security

5-6.01

This article shall apply to professionals on availability who are tenured in accordance with clause 5-1.03.

5-6.02

A professional who has been placed on availability shall maintain his/her employment relationship with the College and all of his/her rights up until the time he/she is relocated, or loses tenure under the provisions of this article, or voluntarily resigns from the College; meanwhile the College may assign the professional to any professional tasks within his/her field of competency.

Furthermore, the College may ask a professional on availability to perform any professional task that falls within his/her field of competency, for another employer. In this case, the professional shall have the right to refuse the loan of his/her services.

Service loans to colleges in the same zone shall proceed as follows:

- a) they must last for at least one regular semester (fall, winter) and must take place in only one college at a time;
- b) the professional shall be informed at least one (1) full week before the beginning of the semester in question;
- c) the service loan shall not alter the professional's right to obtain or obligation to accept a position offered to him/her during his/her service loan;
- d) the professional shall make himself/herself fully available to the other college even if the service loan is only part-time.

5-6.03

- a) When a professional position is declared vacant by the College, any professional who has been placed on availability by the College shall automatically be eligible for the position. The appointment procedure shall be followed in a regular manner and the professional shall obtain the position in accordance with the priorities set out in clauses 5-3.02 and 5-3.03.
- b) When a professional position is declared vacant in another college and the name of a professional is submitted by the placement office, said professional shall obtain the position in accordance with the priorities set out in clauses 5-3.02 and 5-3.03.

5-6.04

For the purposes of applying clause 5-6.03, when the position declared vacant is in the same employment category as that of a professional who has been placed on availability, this professional shall be deemed to have the qualifications required for the position, and it shall be offered to him/her, in accordance with clauses 5-3.02 and 5-3.03, subject to the requirements of the language of instruction of the College.

Notwithstanding the preceding paragraph, in the following employment categories, a professional shall be deemed to have the required qualifications provided his/her sector of activity is the same as that of the position that has been declared vacant: analyst (data processing or systems and organization), student activities animator (sociocultural or athletic activities) and student life counsellor (sociocultural life, sports and outdoor activities, or economic life), specialist in teaching methods and techniques (library and audiovisual),

5-6.05

Any professional placed on availability who is offered a position by his/her college or a college in the same zone as the college which placed him/her on availability may accept or refuse the position within ten (10) working days. The absence of an answer shall be considered a refusal.

When the college offering the position is located in another zone, the time limit shall be extended to fifteen (15) working days.

The deadlines in this clause shall be calculated as of the date of receipt of the offer, or, if applicable, as of the date of delivery of the notice.

5-6.06

As of the date on which he/she is placed on availability, and for as long as he/she is on availability, the professional:

- a) shall accept, in his/her own college, any duties of a professional nature falling within his/her field of competency, in accordance with clause 5-6.02; in the case of a part-time professional, this obligation shall apply in accordance with the number of hours involved in the professional's former position;
- b) shall accept any position that is offered to him/her by his/her college or any other college in the same zone, failing which he/she shall be deemed to have resigned. However, the professional shall be free to remain on availability if the language of instruction of the college is not the same as that of the college that placed him/her on availability;
- c) may refuse any position offered by a college in another zone. If he/she accepts such a position, he/she shall be entitled to a relocation premium equal to two (2) months salary as well as to the moving expenses set out in clause 5-7.04.

Furthermore, a professional who accepts a position outside his/her zone shall be entitled, if the college he/she is leaving is the only one in that zone, to an additional relocation premium equal to two (2) months salary;

- d) may accept any teaching or support staff position that is offered to him/her in his/her college provided he/she has notified the college in writing of his/her willingness to be relocated as a professor or a member of the support staff;
- e) a part-time professional placed on availability shall be obliged to accept a full-time or part-time position offered to him/her under this article and for which the number of working hours is equivalent or higher than that of his/her former position;

- f) a full-time professional shall not be obliged to accept a part-time position. Should he/she accept the position, he/she shall obtain the status of a part-time professional and the provisions relating to that status shall apply.

The obligatory relocation of a professional as described in paragraph b) of this clause shall not oblige him/her to leave the zone in which he/she is located on the date the collective agreement takes effect.

5-6.07

Upon request of a tenured professional, the College may, after taking into account the requirements of the service or department, abolish this professional's full-time position and open a part-time position to be filled by said professional. The professional shall then be governed by the provisions of the collective agreement pertaining to part-time professionals.

5-6.08

When a professional is relocated under the provisions of this article, he/she shall maintain the following rights in his/her new college:

- a) tenure;
- b) seniority for purposes of job security;
- c) years of service (and the benefits attached thereto);
- d) sick leave credits without cash surrender value;
- e) date at which he/she is entitled to move up a step in the salary scale;
- f) his/her step, provided he/she stays within the same employment category;
- g) the number of vacation days to which he/she is entitled, if this number is higher than provided for in clause 8-4.01;
- h) his/her leave with deferred or advance pay, subject to clause 8-12.14.

Moreover he/she shall be deemed to have resigned from his former position.

5-6.09

At the time he/she is placed on availability and during his/her entire period on availability a professional shall benefit from severance pay equivalent to one (1) month of salary for each year of service completed up to a maximum of six (6) months of salary.

Accepting severance pay shall be considered a resignation on the part of the professional, and he/she shall be excluded from the education sector for one (1) year. Such severance pay shall be paid only once to a professional employed in the education sector.

5-6.10

When a professional who has been placed on availability considers that the rights to which he/she is entitled under to clauses 5-4.06 b), 5-6.03 and 5-6.04 of this agreement have not been respected, he/she may file a grievance with the chief presiding officer as described in clause 9-2.08 of this agreement. This grievance shall be filed within thirty (30) working days following the event giving rise to the grievance and shall be given priority when the arbitration roll is set.

5-6.11

When a professional placed on availability is required to attend a job interview, he/she shall be entitled to reimbursement of accommodation, meal and travel expenses, if applicable be, in accordance with the practices of the college calling him/her for the interview.

Article 5-7.00 - Placement Office

5-7.01

When a professional with job priority or tenure is laid off or placed on availability, he/she shall be referred to the placement office.

5-7.02

The placement office is an employer-operated service.

5-7.03

The placement office shall carry out the following functions:

- a) draw up and keep up to date the list of professionals who have been laid off or placed on availability, as well as the list of vacant positions;
- b) send to the parties concerned (colleges, Fédération des cégeps, Ministère, unions, union negotiating parties) the information listed in paragraph a);
- c) see to the relocation of college professionals;
- d) register refusals and notify the colleges concerned.

5-7.04

A professional with job priority or tenure who must move following the application of the rules set out in articles 5-5.00 and 5-6.00 shall be reimbursed for moving expenses as provided for in Appendix "A" in all cases where the allowances provided by the Federal Manpower Mobility Program do not apply.

5-7.05 Placement Office Joint Committee

- a) The employer negotiating party and the union negotiating party shall set up a joint committee whose mandate shall be to:
 1. protect the interests of the parties to this agreement regarding the relocation of personnel;
 2. advise the placement office in the performance of its mandate regarding college personnel.
- b) The joint committee shall be made up of representatives of the employer and union negotiating parties 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).
- c) Within sixty (60) working days of the date this collective agreement takes effect, both negotiating parties shall agree to appoint a joint committee chair.

Should the chair resign or be incapable of carrying out his/her duties, the representatives agree to find a substitute. Failing agreement on the choice of a chair within sixty (60) working days following the date this collective agreement takes effect or twenty (20) working days following the resignation or inability to act of the chair, his/her substitute shall be appointed by the Minister of Labour.

- d) The joint committee shall meet at the request of the chair or of one of the parties involved.
- e) The joint committee shall determine its own procedures. It is understood that the joint committee shall be authorized to obtain from the placement office all information held by the office that it may require. The person responsible for the placement office shall attend the meetings of the joint committee but shall neither be a member nor have the right to vote.
- f) The salaries of the representatives on the joint committee shall be paid by their respective employers. The expenses incurred shall be defrayed by each of the parties.

Article 5-8.00 - Provisional Assignments

5-8.01

The provisional assignment of a tenured professional to another employment category is permissible, with his/her approval.

5-8.02

Conditions regarding transfer from one employment category to another shall be agreed upon between the professional and the College.

5-8.03

During the course of the provisional assignment, the professional shall be subject to the working conditions applicable to the employment category to which he/she is assigned.

However, the professional shall remain covered by the group insurance plan for professionals.

5-8.04

The provisional assignment of a professional shall be on a full-time basis only and shall apply to only one employment category at any given time. However, a part-time professional may be assigned on a part-time basis.

5-8.05

At the end of his/her provisional assignment, a professional who has not been placed on availability shall resume his/her former position with all rights and privileges, as if he/she had never left the employment category.

At the end of his/her provisional assignment, a professional who has been placed on availability shall be reinstated in his/her former employment category with all rights and privileges pertaining to professionals on availability, as if he/she had never left the employment category.

5-8.06

A provisional assignment shall not prevent or cancel a professional's placement on availability.

5-8.07

During the course of his/her provisional assignment, a professional shall be subject to the provisions pertaining to relocation as provided for in article 5-6.00. However, should he/she be obliged to accept a position under the provisions pertaining to job security, he/she shall not be bound to occupy that position until his/her provisional assignment is completed.

Article 5-9.00 - Retraining

5-9.01

The retraining provided for in this article is restricted to tenured professionals. Retraining is to be granted either when a professional is transferred or when a professional on availability is relocated within his/her own college. The retraining may consist, among other things, of formal education, on-the-job training or peer tutoring.

5-9.02

Either the College or the professional may propose a retraining program. The implementation of the retraining project requires the agreement of the College and of the professional concerned.

In the case where a transfer involves a change of employment category, the College shall submit, if necessary, a retraining project in order to facilitate the integration of the professional into his/her new position. The rules governing retraining shall be agreed upon between the College and the professional.

5-9.03

The College shall notify the placement office when a professional on availability obtains a position and benefits from a retraining program.

5-9.04

The professional must successfully complete his/her retraining within the period agreed upon, failing which he/she shall automatically be placed on availability. The College may verify the satisfactory performance of professionals being retrained.

Article 5-10.00 - Administrative Changes

5-10.01

In the case of the closure of a college instituted under the General and Vocational Colleges Act (R.S.Q., c. C-29), the amalgamation of colleges or the transformation of a college into a component of a regional college, the negotiating parties shall meet in order to agree upon a protocol relating to the professionals affected by the closure, amalgamation or transformation. Failing agreement, the positions of the professionals concerned shall be abolished and the provisions relating to job security shall apply.

Article 5-11.00 - Exchanges Between Colleges

5-11.01

Two (2) professionals in the same employment category in two (2) different colleges may switch colleges in according to the following criteria and conditions:

- a) two (2) regular tenured professionals are involved;
- b) each of the professionals concerned makes a request to his/her college in writing before April 1 of the year preceding the exchange;
- c) the exchange lasts for at least one (1) year and at the most two (2) years;
- d) each of the colleges concerned agrees in writing before May 1, after consulting the Union in accordance with the procedures provided for by the labour relations committee.

5-11.02

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

- a) the professional shall maintain his/her employment relationship with his/her college of origin;
- b) however, the professional shall be deemed to be employed by the college he/she is visiting for the duration of the exchange, except when there are implications that take effect after the exchange between the Colleges.

5-11.03

Unless there is an agreement to the contrary between the parties, the moving expenses incurred during such an exchange shall be borne by the professional.

5-11.04

After consulting the Union in accordance with the procedures provided for by the labour relations committee, a college may put an end to such an exchange at the end of a year upon two (2) months' notice to this effect.

5-11.05

Once the exchange has lasted the maximum duration provided for in paragraph c) of clause 5-11.01 and if both professionals and both colleges concerned agree, the exchange may become permanent following agreement with the Union in each of the colleges, without opening a position.

In this case, the professional shall be deemed to have resigned from his/her college of origin and all his/her rights shall be transferred, insofar as they are compatible with the provisions of the collective agreement in effect at his/her new college.

Article 5-12.00 - Technological Changes

5-12.01

A technological change is a change resulting from the introduction of new equipment used for producing goods or services and having the effect of substantially modifying the duties of a professional or bringing about the abolishment of one or more positions.

5-12.02

Once a year, the College shall send the Union, for purposes of consultation, the list of technological changes it intends to implement during the following twelve (12) months.

This consultation shall be carried out in the labour relations committee and shall end at the latest twenty (20) working days after notification of the Union.

5-12.03

This list sent to the Union shall include the following items:

- a) the nature of the technological change;
- b) the professionals concerned by the change and the service or department in which they work;
- c) the foreseeable date for the introduction of each change;
- d) the professional development for the professionals concerned, if applicable.

5-12.04

If, during the year, the College intends to make a technological change that is not provided for in the above list, it must notify the Union sixty (60) working days in advance, and the provisions of clauses 5-12.02 and 5-12.03 shall apply.

Article 5-13.00 - Disciplinary Measures

SPECIAL PROVISIONS

5-13.01

In the case of a grievance related to a dismissal, and as long as the grievance has not been settled, the dismissed professional shall continue to benefit from contributory group insurance and pension plans provided that the plans so permit and that he/she pays his/her contribution. The College shall also maintain its contribution.

5-13.02

A suspension shall not interrupt the continuous service of a professional.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

DISCIPLINARY ACTION

5-13.03

Under the terms of this article, warnings shall not constitute a disciplinary measure but shall be entered in the professional's record, as shall objections provided for in clause 5-13.06.

5-13.04

The only possible disciplinary measures are suspension and dismissal.

5-13.05

The College shall notify the professional concerned in writing of any warning, suspension or dismissal, as well as of the reasons giving rise to the warning or the disciplinary action.

Such notice shall be forwarded at the same time to the Union. However, if the professional objects in writing to revealing the facts to the Union, the College shall merely inform the Union in writing of the disciplinary measure itself.

Notices of disciplinary action shall be signed by the personnel manager of the College.

5-13.06

A professional may challenge a warning in writing within thirty (30) working days following receipt of said warning.

5-13.07

Any written warning and any reference to a disciplinary action noted in the professional's file shall be removed from the file if no other written warning or disciplinary action is filed within the following twelve (12) months.

In such as case, any objection by the professional to a written warning shall also be removed.

5-13.08

Upon request made to the College's authorized representative, a professional shall have the right to consult his/her file at any time, whether or not he/she is accompanied by the Union delegate. This file shall include at least the written warnings, objections to such warnings, notices of disciplinary action and any evaluations of the professional activities of the professional, carried out under the provisions of this agreement.

5-13.09

In cases in which the accusation against a professional requires immediate action, the College may temporarily suspend him/her.

The College shall notify the professional in writing, within ten (10) working days, of the final disciplinary action decided upon, or of his/her reinstatement, without loss of rights as if there had been no suspension. If the College fails to provide such information, the suspension shall become null and void and the professional may resume his/her position with all his/her rights and privileges as if the suspension had never occurred.

5-13.10

Except in cases mentioned in clause 5-13.09, a professional cannot be suspended or dismissed without having been warned in writing at least twice during the last twelve (12) months of a fault of the same nature, the seriousness of which is likely to result in such disciplinary action. The length or time between the two (2) warnings must be sufficient to allow the professional to correct the situation.

5-13.11

Any grievance relating to a suspension or a dismissal shall, when brought to arbitration, be given priority when the arbitration roll is set.

In the case of arbitration, the College shall prove that the suspension or the dismissal is well founded.

5-13.12

No confession signed by a professional may be used against him/her before an arbitration council unless it was:

- a) signed in the presence of a Union delegate;
- b) signed in the absence of a Union delegate but not renounced in writing by the professional within seven (7) days following its signing.

In the case described in paragraph b) of this clause, the College shall immediately send a copy of this confession to the Union. However, if the professional refuses in writing to have the confession sent to the Union, the latter shall be informed of this fact by the College.

5-13.13

In the case of a dismissal, if a grievance is filed, the College shall not give the professional the benefits to which he/she is entitled as long as the grievance has not been settled.

5-13.14

If the College, through its authorized representative, decides to summon a professional and impose a disciplinary measure, the professional shall receive prior written notice of at least twenty-four (24) hours specifying the time and place where he/she must appear, the nature of the charge against him/her and his/her right to be accompanied by a Union delegate. A copy of this notice shall be sent to the Union at the same time.

Article 5-14.00 - Transfer

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

5-14.01

When the College decides to fill a vacant position or a newly created position, it may carry out one or more transfers among regular professionals according to the terms of this article.

5-14.02

When the College decides to reorganize its services, and when this reorganization affects the sector of activities in which a professional works, or when it decides to modify the services offered to its students, it may carry out, if applicable, one or more transfers among regular professionals according to the terms of this article.

5-14.03

In the cases mentioned in clause 5-14.02, the College shall prepare a plan of modifications including the proposed transfers and discuss the plan with the Union according to the procedures defined in article 4-2.00. The parties may then agree to set up a study committee to consider the plan.

5-14.04

Once the parties have agreed on the transfers or, failing such an agreement, once the College has come to a decision and supplied the Union with a copy thereof, the College may proceed.

5-14.05

Any transfer resulting from the application of clauses 5-14.01 and 5-14.02 shall be compulsory for the professional involved, unless he/she does not meet the requirements of the classification plan for the employment category of the position to which the College wishes to transfer him/her.

When the transfer affects an employment category including more than one (1) professional, the College shall offer the transfer to the professional of its choice. If that professional has the least seniority in his/her employment category, he/she must accept the transfer.

For the purposes of applying this clause, the College shall proceed by sector of activity when the employment categories involved are among the following: analyst (data processing or systems and organization), student activities animator (sociocultural or athletic activities), student life counsellor (sociocultural life, sports and outdoor activities, or economic life) or specialist in teaching methods and techniques (library or audiovisual),

Article 5-15.00 - Contracts with Outside Organizations

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

5-15.01

No contract between the College and a third party shall have as an effect the reduction in the number of full-time professional positions at the College.

CHAPTER 6 - SALARY CONDITIONS

Article 6-1.00 - Classification

6-1.01

Every professional employed by the College on the date this collective agreement takes effect shall be classified in an employment category according to the classification plan.

However, on the date this collective agreement takes effect, a professional who does not have the required qualifications set out in the classification plan for the employment category in which he/she is classified shall be deemed to have these qualifications.

In exceptional cases only and after the evaluation of a candidate's qualifications, years of pertinent experience may be accepted by the College as equivalent in the case of a level of schooling lower than the minimum required.

6-1.02

A professional hired after the date this collective agreement takes effect shall be classified in one or the other of the employment categories in the classification plan depending on the duties and the required qualifications.

6-1.03

The College may assign a professional duties from two (2) different employment categories. In such a case the professional shall be deemed to be classified in the employment category which occupies more than half of his/her work time.

If the professional works an equal amount of time in both employment categories, he/she shall be classified in the employment category with the higher salary.

6-1.04

The professional may contest the employment category in which the College has placed him/her by filing a grievance (classification grievance) as provided for in Chapter 9-0.00. The arbitrator hearing the grievance shall be responsible for deciding whether or not the employment category determined by the College corresponds to the category in the classification plan in which the professional should be placed, given the duties that have been assigned to him/her.

6-1.05

If the arbitrator decides that the duties assigned to the professional by the College do not correspond to this employment category, the College must:

a) reclassify the professional in another employment category;

or

b) retain the professional in the contested category and change the duties so that they conform to the employment category provided for in the classification plan.

6-1.06

The arbitrator may also order the College to pay the professional involved the salary he/she would have received if the employment category to which the College should have assigned him/her entitles him/her to a higher salary.

Article 6-2.00 - Classification Plan

6-2.01

For the duration of the collective agreement, the classification plan can only be modified following agreement between the negotiating parties.

6-2.02

No employment category may be added to the classification plan without consultation of the union negotiating party.

6-2.03

The negotiating parties agree to discuss, within twenty (20) working days following the request by one or the other of the parties, the salary scales for employment categories added to the classification plan while the collective agreement is in effect.

6-2.04

If, after the twenty (20) working days provided for in clause 6-2.03, no agreement has been reached with respect to the salary scales, and if this disagreement is submitted to arbitration by one of the parties as provided for in article 9-2.00, the arbitrator shall set the salary scales on the basis of those already set out in the collective agreement, or of those for similar jobs in the public sector.

6-2.05

Any signed agreement between the negotiating parties concerning the salary scales for a new employment category or, failing such an agreement, the decision of the arbitrator, shall be added to the collective agreement and become an integral part of it.

6-2.06

A professional shall have twenty (20) working days from the date the College informs them of the signing by the negotiating parties of an agreement concerning salary scales for a new employment category or, failing such an agreement, of the decision of the arbitrator, to request reclassification and review of the salary scale ranking in applicable cases.

6-2.07

The salary readjustment for a professional who has been reclassified and placed in another salary scale in accordance with the provisions of clause 6-2.06 shall be retroactive to the date on which the professional requested reclassification and review of his/her salary scale ranking.

Article 6-3.00 - Salary Scale Ranking

6-3.01

A professional shall be classified in the salary scale as set out in article 6-7.00.

6-3.02

Professionals covered by clause 6-1.02 shall be classified in accordance with the provisions of articles 6-3.00, 6-4.00 and 6-5.00.

A professional with one or more years of experience deemed relevant to the performance of his/her duties shall be classified in the step corresponding to his/her years of experience, taking into account the length of time spent in the step established in article 6-6.00.

6-3.03

A professional without relevant experience shall be classified in the first step of the salary scale, subject to the provisions of article 6-5.00.

Article 6-4.00 - Calculation of Years of Experience

6-4.01

Twelve (12) months of full-time work, or an equivalent period, shall constitute one (1) year of experience.

6-4.02

When in the course of a twelve (12)-month period a professional accumulates at least ten (10) consecutive months of experience deemed to be relevant, and when that experience is residual, it shall be deemed to be the equal of one (1) year of experience.

6-4.03

For the purposes of calculating years of teaching experience:

- a) one (1) year of full-time teaching equals one (1) year of experience;
- b) one (1) year of part-time teaching equals a prorated percentage of one (1) year of full-time teaching;
- c) 396 to 594 hours of teaching at the elementary or secondary level equal one (1) year of experience;
- d) 270 to 405 hours of teaching at the college level equal one (1) year of experience;
- e) 144 to 216 hours of teaching at the university level equal one (1) year of experience.

In the cases mentioned in paragraphs c), d), and e), the professional may not begin to accumulate another year of teaching experience until he/she has completed five hundred ninety-four (594) hours at the elementary or secondary level, four hundred five (405) hours at the college level, or two hundred sixteen (216) hours at the university level.

A professional who has taught at more than one level, without however having taught the minimum number of hours for claiming the equivalent of one (1) year of part-time teaching at any one of these levels, may have his/her teaching hours at the college or university level changed into the equivalent number of teaching hours at the elementary and secondary levels, using the following formulas:

- hours of teaching at the elementary and secondary levels = hours of teaching at the college level x 1.46;
- hours of teaching at the elementary and secondary levels = hours of teaching at the university level x 2.75.

Once this equivalence has been calculated, the above rule concerning part-time teaching at the elementary and secondary levels can be applied.

6-4.04

Subject to the provisions of article 6-5.00, a professional may not accumulate more than one (1) year of experience during any twelve (12)-month period.

6-4.05

Each period of experience of less than one (1) month shall not be counted, but fractions of a year shall accumulate until they make up one (1) full year, as defined in the collective agreement.

Article 6-5.00 - Recognition of Schooling

6-5.01

One year of university studies (or its equivalent, thirty [30] credits) successfully completed in a specialization required for the employment category in the classification plan, successfully completed in a recognized institution, shall be equivalent to one (1) year of pertinent experience, regardless of the number of years required to complete the degree.

However, in the case of a master's degree involving forty-five (45) credits or more and less than sixty (60) credits in a specialization required for the employment category in the classification plan, successfully completed in a recognized institution, shall be equivalent to one and a half (1½) years of pertinent experience.

6-5.02

Only the number of years normally required to complete the studies undertaken shall be counted.

6-5.03

A maximum of three (3) years of schooling may be counted as experience.

6-5.04

An additional step may be awarded to a professional on the date of his/her regular advancement in step, in accordance with the provisions of this article.

6-5.05

For the purposes of applying the second paragraph of clause 6-5.01, a professional who, in the case of a yearly advancement in step, is entitled to the recognition of half (½) a year of experience because he/she has successfully completed a master's degree on the date of his/her annual advancement in step, shall be awarded an additional step on the July 1 or January 1 immediately following his/her regular advancement in step. Under this clause, the professional's regular date of advancement in step shall be changed.

6-5.06

Should a professional be assigned an employment category that requires more schooling than a bachelor's degree, he/she shall be awarded, for any schooling beyond a bachelor's degree, the equivalent amount of experience, in accordance with the provisions of this article.

Article 6-6.00 - Advancement in Step

6-6.01

The normal period a professional remains in a step shall be one (1) year, except for steps 1 through 8, where the period shall be six (6) months.

6-6.02

An advancement in step shall be awarded on July 1 or January 1 in the case of a yearly advancement or on July 1 and January 1 in the case of a semi-annual advancement, provided that the professional has completed a continuous period of at least nine (9) months or four (4) months of service, depending on whether the advancement in step is annual or semi-annual.

6-6.03

The experience acquired during 1983 in the education sector may not be counted for the purposes of determining the professional's step as long as the professional remains in the employ of the College or another establishment or institution in the education sector to which he/she may be transferred or relocated in accordance with the provisions of a collective agreement governing employees in this sector.

6-6.04

An advancement in step may only be refused in the case of unsatisfactory performance. In such cases, the College shall give the professional reasons for the refusal in writing within fifteen (15) days following the date that he/she was eligible for an advancement in step.

A grievance may be filed against the College following refusal of an advancement in step.

6-6.05

An accelerated advancement in step is possible on the professional's regular advancement date, in accordance with the procedures established by the employer's negotiating party.

Article 6-7.00 - Salary Scales and Rates

6-7.01

From the effective date of the collective agreement until March 31, 2006, the annual salary scale in effect shall be that appearing in Appendix "F".

6-7.02

The salary rates and scales applicable to professionals shall be increased by two per cent (2%) on April 1 of each of the years 2006, 2007, 2008 and 2009, in accordance with Schedule 1 of the Act respecting conditions of employment in the public sector (S.Q., 2005, c. 43), as indicated in Appendix "F"¹.

6-7.03

The increase in salary rates and scales shall be adjusted on the basis of the annual salary rate.

PREMIUMS FOR REGIONAL DISPARITIES

6-7.04

From the effective date of the collective agreement until March 31, 2006, the premiums for regional disparities in effect shall be those appearing in Appendix "H".

6-7.05

The premiums shall be increased by two per cent (2%) on April 1 of each of the years 2006, 2007, 2008 and 2009, in accordance with Schedule 1 of the Act respecting conditions of employment in the public sector (S.Q., 2005, c. 43), as indicated in Appendix "H".

¹ The salary rates and scales provided for in the collective agreements renewed under sections 5 to 7 of the Act respecting conditions of employment in the public sector (S.Q., 2005, c. 43) that do not include the salary adjustments identified and paid out in accordance with Chapter IX of the Pay Equity Act (R.S.Q., c. E-12.001) shall be adjusted accordingly.

Article 6-8.00 - Off-Scale Professionals

6-8.01

A professional whose salary rate, on the day preceding the date on which the salary scales and rates are increased, is higher than the maximum of the salary scale in effect for his/her employment category shall benefit, on the date on which the salaries and the salary scales are increased, from a minimum rate of increase equal to half ($\frac{1}{2}$) of the percentage increase applicable on April 1 of the period in question in relation to the preceding March 31, for steps at the maximum of the scale on the preceding March 31 and corresponding to his/her employment category.

6-8.02

If the application of the minimum rate of increase determined in clause 6-8.01 has the effect of situating on April 1 a professional who was off-scale on March 31 of the preceding year at a salary lower than the maximum step of the scale corresponding to his/her employment category, the minimum rate of increase shall be raised to the percentage necessary to enable the professional to reach that step.

6-8.03

The difference between, on the one hand, the percentage increase of the maximum step for the employment category of the professional and, on the other hand, the minimum rate of increase established in accordance with clauses 6-8.01 and 6-8.02, shall be paid to the professional as a lump sum calculated on the basis of his/her salary rate on March 31.

6-8.04

The lump sum shall be divided and paid each pay period in proportion to the number of regular hours remunerated for the period concerned.

Article 6-9.00 - Payment of Salaries

6-9.01

A professional who leaves the employ of the College shall be entitled to payment for any days of vacation accumulated and not taken at the time of departure, in accordance with the provisions of article 8-4.00. In the case of the death of the professional, these amounts shall be paid to his/her legal heirs.

6-9.02

Reimbursement of amounts paid into the pension fund by the professional shall be governed by the provisions of the law.

6-9.03

A professional who leaves the employ of the College shall maintain his/her right to file a grievance against the application of clause 6-9.01, in accordance with the procedures described in Chapter 9-0.00.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

PAYMENT OF SALARIES

6-9.04

A professional's salary shall be payable every second (2nd) Thursday, in twenty-six (26) equal instalments.

6-9.05

If any one of the above Thursdays is not a working day, payment shall be made to the professional on the last working day preceding said Thursday. Payments due during the professional's vacation shall be paid before his/her departure unless he/she requests another arrangement.

6-9.06

Upon agreement between the parties and provided that it is technically possible for the College, the professional may request that the College deduct from his/her pay a regular amount for deposit in no more than one "caisse d'économie," "caisse populaire" or bank.

6-9.07

The College shall give the professional, on the last day of his/her employment, a signed statement of the salary due and, if applicable a statement of any fringe benefits with cash surrender value due by virtue of this agreement, provided that the professional has given twenty (20) working days' advance notice of his/her departure.

The College shall give or send the professional his/her pay cheque during the pay period following his/her departure, including any fringe benefits with cash surrender value due by virtue of this agreement.

6-9.08

The College shall give the professional, on the last day of his/her employment, a written statement of his/her service at the College, provided that the professional has given twenty (20) working days' advance notice of his/her departure.

6-9.09

A professional who leaves the employ of the College shall maintain his/her right to file a grievance against the application of this article, in accordance with the procedure described in Chapter 9-0.00.

Article 6-10.00 - Retention and Responsibility Premiums

6-10.01

Professionals who work in the municipalities of Sept-Îles (including Clarke City) and Port-Cartier shall receive an annual retention premium equivalent to eight per cent (8%) of their salary. This premium shall be paid either as a lump sum or spread out over each pay period, upon agreement between the College and the Union within the procedures set out by the labour relations committee.

6-10.02

As of the effective date of this collective agreement, a premium equal to five per cent (5%) of his/her salary shall be granted to any professional who is appointed to coordinate and supervise the work of a group of at least four (4) professionals.

CHAPTER 7 - PROFESSIONAL DEVELOPMENT

Article 7-1.00 - Local Professional Development

7-1.01

- a) An amount of \$170 shall be granted to the College for each regular full-time professional and each temporary full-time professional project leader for each fiscal year.
- b) Part of this amount, corresponding in proportion to the number of regular hours worked, shall be granted to the College for each regular part-time professional and each temporary part-time professional project leader.

7-1.02

The amounts provided for in article 7-2.00 shall be added to the allowance mentioned in clause 7-1.01.

7-1.03

The balance of the amounts provided for in clauses 7-1.01 and 7-1.02 shall be carried over to the following fiscal year if not spent or committed during the current fiscal year.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

LOCAL PROFESSIONAL DEVELOPMENT

7-1.04

Within the thirty (30) days following the effective date of this agreement, and at the request of one or the other of the parties, the College and the Union shall set up a local professional development committee.

This shall be a joint committee made up of two (2) representatives of the College and two (2) representatives of the Union.

The role of this committee shall be:

- a) to receive requests from professionals for professional development, to analyze and discuss these requests, and to forward its recommendations to the College. However, the College shall justify its refusal to accept a committee recommendation, as well as any other decision it may make;
- b) to study the professional development needs of professionals;
- c) to take the necessary steps to enable professionals to benefit from all the professional development possibilities available to them.

7-1.05

The committee shall adopt its own procedural and operating rules.

7-1.06

Courses given by the College shall be free of charge to professionals employed by the College. However, this shall not have the effect of obliging the College to organize courses or hire supplementary personnel.

Article 7-2.00 - Decentralization of the Provincial Professional Development Allowance

7-2.01

The amount of \$117 680 provided for in the 2000-2002 collective agreement shall be decentralized and distributed annually in the 48 colleges in the college network in accordance with the table in Appendix "K".

7-2.02

The amounts provided for in Appendix "K" shall be added to the allowance provided for in article 7-1.00.

Article 7-3.00 - General Provisions

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

7-3.01

For the sake of its own requirements and to foster the development of specific skills among professionals, the College shall provide all professionals a real opportunity for development through activities, studies, training or work useful to the accomplishment of their duties.

For this purpose, the College shall encourage all its professionals to take advantage of the decentralized professional development policy and of the general professional development policy described in this chapter.

7-3.02

The College shall respect agreements contracted prior to the signing of this agreement with a professional in its employ, and shall allow its professionals to complete any professional development activities already under way.

7-3.03

The amounts involved in the agreements mentioned in clause 7-3.02 shall be taken from the amounts allocated by the College to its decentralized professional development policy.

7-3.04

A professional who has been authorized by the College to pursue professional development activities during his/her regular work hours shall receive the same salary as he/she would receive if he/she were at work. His/her regular schedule shall not be amended because of the said activities except following an agreement to that effect between the professional and the College.

CHAPTER 8 - WORKING CONDITIONS AND BENEFITS

Article 8-1.00 - Workweek and Hours of Work

QUANTA OF WORKING HOURS

8-1.01

The standard workweek shall not exceed thirty-five (35) hours scheduled over five (5) consecutive days.

8-1.02

The workweek is normally scheduled equally from Monday through Friday between 8:00 a.m. and 6:00 p.m.

8-1.03

Notwithstanding clauses 8-1.01 and 8-1.02, the College and the professional in question may agree in writing on a different schedule for the normal workweek provided that, on an annual basis, the average number of hours worked per week is equal to thirty-five (35). In the case of an agreement between the professional and the College, a copy of the agreement shall be sent to the Union.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

WORK SCHEDULE

8-1.04

The regular work schedule of each professional, established in accordance with the provisions of clauses 8-1.01 and 8-1.02, shall respect the following rules:

- a) working hours shall be continuous unless there is an agreement to the contrary between the professional and the College;
- b) evening and weekend hours shall be kept to a minimum, depending on the needs of the service or department.

8-1.05

After consultation of each professional, and taking into account the requirements of the service or department to which each professional is attached and the rules defined in clause 8-1.04 or those agreed upon by the parties, the College, before the beginning of each semester, shall determine the regular schedule of each professional.

8-1.06

The regular schedule of each professional shall apply at least until the beginning of the following semester, unless there is an agreement between the professional concerned and the College to

amend the schedule during the semester in response to the needs of the service or department. The College shall not be bound to inform the professional if his/her schedule remains unchanged for the following semester.

8-1.07

For purposes of applying this article, the fall and winter semesters shall begin the first day of the full week preceding the beginning of classes for regular students at the College, and the summer semester shall begin no later than three (3) weeks after the end of winter semester classes for regular students at the College.

8-1.08

The parties may agree, in accordance with the procedures set out in article 4-2.00, to schedule standard working hours differently in order to establish a summer schedule.

Article 8-2.00 - Overtime

QUANTA OF OVERTIME HOURS

8-2.01

All hours worked in excess of a thirty-five (35)-hour workweek in accordance with the provisions of the collective agreement shall be considered to be overtime.

8-2.02

Overtime hours are compensated at the regular hourly rate.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

OVERTIME

8-2.03

All hours worked at the College's request or with the College's authorization over and above the regular schedule of the professional concerned, or on a holiday, in excess of a thirty-five (35)-hour workweek, shall be considered to be overtime.

Participation by a professional in committees or other mechanisms provided for in this agreement shall never be considered overtime, even if the professional participates outside his/her regular working hours.

8-2.04

Overtime hours shall be compensated by one or the other of the following methods, upon agreement between the professional concerned and the College; this agreement must be reached before any overtime is worked:

- a) overtime hours may be taken as time off within a period not to exceed the annual vacation period of the professional; if overtime hours are not taken as time off within this time limit, it shall be paid at the professional's regular rate within thirty (30) days following the end of this time limit;
- b) overtime hours may be paid at the regular hourly rate within thirty (30) days following the professional's request.

Article 8-3.00 - Paid Statutory Holidays

NUMBER OF PAID STATUTORY HOLIDAYS

8-3.01

Professionals shall be entitled to thirteen (13) paid statutory holidays every fiscal year.

However, part-time professionals or professionals employed by the College for only part of the fiscal year, shall be entitled to the statutory holidays or fractions thereof that coincide with his/her normal schedule.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

PAID STATUTORY HOLIDAYS

8-3.02

As soon as the College has established the calendar for the school and after discussion in accordance with article 4-2.00, it shall determine the list of statutory holidays for professionals. This list shall be posted or sent to each professional.

The above list may be changed upon agreement between the parties, in accordance with the procedures set out in article 4-2.00.

8-3.03

When one of these holidays falls during a professional's annual vacation, it shall be added to the vacation period or a vacation day shall be carried over to another date, upon agreement between the professional and the College.

Article 8-4.00 - Annual Vacation

QUANTA OF ANNUAL VACATION

8-4.01

Every professional shall be entitled to a paid annual vacation based on years of service completed as of May 31 of the year in question, in accordance with the following provisions:

<u>Number of years of service completed</u>	<u>Vacation days</u>
1 to under 17 years	20 working days
17 or 18 years	21 working days
19 or 20 years	22 working days
21 or 22 years	23 working days
23 or 24 years	24 working days
25 years or more	25 working days

8-4.02

A professional who has not completed one (1) year of service as of May 31 shall be entitled to one and two-thirds (1 2/3) working days of paid vacation for each full month of service.

8-4.03

Any leave with pay shall be considered continuous service for the purposes of calculating annual vacation.

8-4.04

Any accumulation of leave without pay exceeding sixty (60) working days shall reduce the duration of the vacation period as described in clause 8-4.06. However, in accordance with article 8-6.00, maternity leave as provided for in clause 8-6.06 or 8-6.07, and the leaves provided for in clauses 8-6.10, 8-6.21, 8-6.22, 8-6.24, 8-6.25, 8-6.29 and 8-6.30 shall not affect the duration of the vacation period.

8-4.05

A professional employed by a college on the effective date of this collective agreement who, by virtue of the policy in effect on that date, is entitled to a number of annual vacation days in excess of those to which he/she would be entitled under the provisions of clause 8-4.01, shall continue to be entitled to such vacation days for the duration of the collective agreement; however, in no case may the number of annual vacation days thus accrued exceed twenty-five (25) working days.

8-4.06

TABLE OF VACATION DAY DEDUCTIONS

Number of working days for which the professional was not entitled to his/her salary			Number of days of vacation deducted from the annual vacation credits					
			Normal vacation period MAXIMUM					
			20 days	21 days	22 days	23 days	24 days	25 days
61	to	66	5	5	5½	5½	5½	6
66½	to	76	6	6	6½	6½	7	7½
76½	to	88	6½	6½	7	7½	7½	8
88½	to	98	7	7	7½	8	8½	9
98½	to	110	8	8	8½	9	9½	10
110½	to	120	9	9½	10	10½	11	11½
120½	to	132	10	10½	11	11½	12	12½
132½	to	142	11	11½	12	12½	13	14
142½	to	154	11½	12	12½	12½	13	14½
154½	to	164	12	12½	13	14	14½	15½
164½	to	176	13	13½	14½	15	16	16½
176½	to	186	14	14½	15½	16	17	18
186½	to	198	15	15½	16½	17½	18	19
198½	to	208	16	16½	17½	18½	19½	20½
208½	to	220	16½	17	18	19	20	21
220½	to	230	17	18	19	20	21	22
230½	to	242	18	19	20	21	22	23
242½	to	252	19	20	21	22	23	24
252½	to	264	20	21	22	23	24	25

8-4.07 Acquiring Additional Vacation Time By Taking a Voluntary Cut in Pay

A professional may, upon agreement with the College, increase the number of weeks of vacation to which he/she is entitled under this article by taking a 1.93% cut in pay during the reference period, for each additional week of vacation he/she wishes to take the following year.

During the period in which the voluntary pay cut for additional vacation time is in effect, the College shall continue paying its contribution to the pension plan as if the professional were receiving full pay, provided the professional pays his/her contribution.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

CONDITIONS FOR TAKING VACATIONS

8-4.08

A professional may, with the College's consent, complete his/her vacation period by taking up to a total of twenty (20) working days of leave without pay.

8-4.09

Vacation accumulated as of May 31 of any given year may be taken during the period from June 1 to May 31 of the following year. No accumulation of annual vacation shall be possible without the express authorization of the College.

8-4.10

Before May 1, the professional shall inform the College in writing of the date on which he/she desires to take his/her annual vacation. The College shall approve this choice unless it is obliged to ask the professional, before May 15, to choose another period should either of the following factors prevent the College from accepting the professional's choice:

- a) requirements of the service or department previously established by the College;
- b) seniority among the professionals in the service or department.

8-4.11

The College may not oblige a professional to change or shorten a vacation period that it has already approved.

8-4.12

Notwithstanding clauses 8-4.10 and 8-4.11, the College may, upon agreement with the Union as provided for in article 4-2.00, completely shut down activities during the vacation period. Such a decision on the part of the College shall be made before May 1 of the year in question.

8-4.13

A professional who is unable to take vacation during the chosen period due to illness, accident or a work accident occurring before the beginning of the vacation period may carry over the vacation period to a later date.

However, he/she must notify the College before the date set for the beginning of his/her vacation.

The College shall determine the new vacation date when the professional returns, taking into account the following factors in order of priority:

- a) the requirements of the service or department previously established by the College;
- b) the professional's preferences.

Article 8-5.00 - Social Leave

8-5.01

A professional shall be granted, upon his/her request to the College or its representative, a leave without loss of pay for the following purposes and periods of time:

- a) his/her wedding or civil union: five (5) consecutive working days, including the day of the wedding or civil union;
- b) the wedding or civil union of his/her father, mother, son, daughter, brother or sister, half brother or half sister: the day of the wedding or civil union;
- c) the death of his/her spouse, child or the child of his/her spouse: five (5) consecutive working days; this leave may be discontinuous and shall be taken within the period starting the day of the death and ending the tenth (10th) day after the funeral;
- d) the death of his/her father, mother, father-in-law, mother-in-law, brother or sister: three (3) consecutive working days; this leave may be discontinuous and shall be taken within the period starting the day of the death and ending the tenth (10th) day after the funeral;
- e) the death of his/her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather or grandmother: the day of the funeral if the deceased was not living in the professional's home, or three (3) consecutive working days if the deceased was living in the professional's home; in the latter case, the leave may be discontinuous and shall be taken within the period starting the day of the death and ending the tenth (10th) day after the funeral;
- f) the day on which he/she moves;
- g) a quarantine period of whatever length decreed by a competent medical authority;
- h) any other major event (e.g. disaster, fire, theft, flood) or any other urgent, serious and unforeseeable event that requires the professional to take leave from work: the number of days shall be fixed by the College upon agreement with the professional.

8-5.02

In the cases provided for in paragraphs b), d) and e) of clause 8-5.01, the professional shall receive one (1) additional day if the event takes place more than two hundred forty kilometres (240 km) from his/her residence and two (2) additional days if the event takes place more than four hundred eighty kilometres (480 km) away.

8-5.03

The professional shall also be entitled to a maximum of two (2) days leave per fiscal year for personal matters other than those provided for in this article. These two (2) days shall be taken in units no shorter than one half ($\frac{1}{2}$) day at a time. The professional shall take them as needed from his/her bank of sick days (with or without cash surrender value as he/she chooses) provided for in article 8-11.00 of the collective agreement after notifying the College.

8-5.04

A professional who is called upon to act as a juror or to appear as a witness in a case where he/she is not one of the parties shall not suffer any loss of pay. In the case where a professional acts as an expert witness, he/she shall remit the remuneration he/she receives as a witness to the College, up to the salary paid by the College for the period in question.

8-5.05

The bank of personal holidays that a professional employed by the Government accumulated before December 31, 1965, shall at the time of his/her transfer be transferred to the College. Such holidays may be used in the following ways:

- a) to extend, without loss of pay, the personal holidays provided for in this article by a number of days equal to that allowed in this agreement;
- b) only additional days shall be deducted from the bank;
- c) every year, the College shall inform the professional in question of the number of personal holidays remaining in his/her bank.

Article 8-6.00 - Parental Rights

SECTION I - GENERAL PROVISIONS

8-6.01

Maternity and adoption benefits shall be granted only as a supplement to parental insurance or Employment Insurance benefits, as the case may be or, in the cases stipulated below, to provide payments during a period of unemployment for which the Québec Parental Insurance Plan (QPIP) or the Employment Insurance Plan (EIP) provides no benefit.

Maternity and adoption benefits shall, however, be paid only during those weeks for which the professional receives, or would receive upon request, parental insurance or Employment Insurance benefits.

In cases where the professional shares the adoption or parental benefits provided by the QPIP or the EIP with his/her spouse, the benefits shall be paid only if the professional actually receives benefits from one of these plans during the maternity leave provided for in clause 8-6.06 or 8-6.07 or the adoption leave provided for in clause 8-6.30.

The working conditions related to parental rights in effect on December 31, 2005, shall continue to apply after January 1, 2006, to professionals who, on December 31, 2005, were benefiting from the federal government's Employment Insurance Plan.

8-6.02

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

8-6.03

The College shall not reimburse the professional for amounts he/she might be required to pay by the Minister of Employment and Social Solidarity under the Act respecting parental insurance (R.S.Q., c. A-29.011).

Similarly, the College shall not reimburse the professional for amounts he/she might be required to pay by Human Resources and Social Development Canada (HRSDC) under the Employment Insurance Act (1996, c. 23), when the professional's income exceeds one and one quarter (1¼) times the maximum insurable amount.

8-6.04

The basic weekly salary¹, 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.

¹ "Basic weekly salary" means the regular salary of the professional including the regular salary supplement for a regularly increased workweek as well as the premiums for responsibility but excluding other premiums and without any additional remuneration even for overtime.

8-6.05

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

For the purposes of clauses 8-6.21 and 8-6.44, the term "position" shall also include positions held by temporary professionals.

SECTION II - MATERNITY LEAVE

8-6.06

A pregnant professional who is eligible for the QPIP shall be entitled to twenty-one (21) weeks of maternity leave which, subject to clause 8-6.11 or 8-6.12, must be taken consecutively.

A pregnant professional who is eligible for the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 8-6.11 or 8-6.12, must be taken consecutively.

A pregnant professional who is not eligible for either of these plans shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 8-6.11 or 8-6.12, must be taken consecutively.

A professional 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 maternity leave and to the benefits provided for in clauses 8-6.14, 8-6.15 and 8-6.16, as the case may be.

A male professional whose spouse has died shall be entitled to the remaining portion of the maternity leave and shall benefit from all rights and benefits attached thereto.

8-6.07

A professional who suffers a miscarriage after the beginning of the twentieth (20th) week prior to the due date shall also be entitled to maternity leave.

8-6.08

A professional who is eligible for the QPIP shall determine what portions of her maternity leave she will take before and after the delivery. This leave shall be taken simultaneously with the period of benefits awarded by the QPIP and shall begin no later than the week following the first instalment of benefits under the QPIP.

A professional who is not eligible for the QPIP shall determine what portions of her maternity leave she will take before and after the delivery. The day of delivery shall be included in this leave.

8-6.09

To obtain maternity leave, a professional must give the College written notice at least two (2) weeks before the beginning of the leave. This notice must be accompanied by a medical certificate or a written report signed by a midwife attesting to the pregnancy and to the due date.

The notice may be given less than two (2) weeks in advance if there is a medical certificate attesting to the fact that the professional must take leave earlier than expected. In the case of unforeseen

circumstances, the professional shall be exempted from the formality of the written notice, provided she provides the College with a medical certificate attesting to the fact that she must take leave immediately.

8-6.10 – Extension of maternity leave

If the birth takes place after the due date, the professional shall be entitled to an extension of her maternity leave equal to the delay, unless she is already entitled to a period of at least two (2) weeks of maternity leave after the birth.

A professional shall be entitled to an extension of her maternity leave if her state of health or that of her child so requires. The duration of this extension shall be that indicated in the medical certificate, which must be provided by the professional.

During these extensions, the professional shall be deemed to be on leave without pay and shall not receive any benefits or allowances from the College. During these periods, the professional shall be covered by clause 8-6.47 for the first six (6) weeks and by clause 8-6.42 after that.

8-6.11 – Interruption of maternity leave

When a professional has sufficiently recovered from her delivery, but her child is not in a condition to leave the health care establishment, the professional may interrupt her maternity leave and return to work. The leave shall resume when the child is taken home.

Moreover, when a professional has sufficiently recovered from her delivery, but her child is hospitalized after having left the health care establishment, the professional may interrupt her maternity leave, upon agreement with the College, and return to work during the hospitalization period.

8-6.12 – Discontinuous maternity leave

In one or the other of the following cases, upon the professional'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 professional 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 the professional is disabled, up to a maximum of fifteen (15) weeks.
- c) If the professional is on leave because of a situation covered by section 79.8¹ 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 the situation lasts, up to a maximum of six (6) weeks.

¹ Family or parental leave or absences

During such interruption, the professional shall be deemed to be on leave without pay and shall not receive any benefits or allowances from the College. The professional shall enjoy the benefits set out in clause 8-6.42.

8-6.13

When the maternity leave interrupted or broken down under clause 8-6.11 or 8-6.12 resumes, the College shall pay the professional any benefits 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 8-6.14, 8-6.15 and 8-6.16.

8-6.14 - Cases eligible for the QPIP

A professional who has accumulated twenty (20) weeks of service¹ 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, a benefit equal to the difference between ninety-three per cent (93%)² 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 benefit is based on the QPIP benefit to which a professional is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the QPIP.

However, when the professional works for more than one employer, the benefit shall be equal to the difference between ninety-three per cent (93%) of the basic salary paid by the employer 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 professional shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the QPIP.

8-6.15 - Cases eligible for the EIP

A professional who has accumulated twenty (20) weeks of service¹ 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 by the EIP, a benefit equal to ninety-three per cent (93%)³ of her basic weekly salary;
- b) for each week following the period provided for in paragraph a), a benefit equal to the difference between ninety-three per cent (93%) 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 (20th) week of maternity leave;

¹ A professional on leave shall accumulate service if her leave is authorized, in particular in the case of a disability, and involves a benefit or remuneration.

² Ninety-three per cent (93%): this percentage is based on the fact that a professional in this situation is exempt from making contributions to the pension plans and to the Québec Parental Insurance Plan, which is equivalent on average to seven per cent (7%) of her salary.

³ Ninety-three per cent (93%): this percentage is based on the fact that a professional in this situation is exempt from making contributions to the pension plans and to the Employment Insurance Plan, which is equivalent on average to seven per cent (7%) of her salary.

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

However, when the professional works for more than one employer, each employer shall pay her a benefit. In this case, the benefit shall be equal to the difference between ninety-three per cent (93%) of the basic salary paid by the College and the amount of the Employment Insurance 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 professional shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the EIP.

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

8-6.16 - Cases ineligible for both the QPIP and the EIP

A professional who is not entitled to the benefits of the QPIP or the EIP shall also be excluded from any benefits provided for in clauses 8-6.14 and 8-6.15.

However, a full-time professional who has accumulated twenty (20) weeks of service shall be entitled to a benefit equal to ninety-three per cent (93%)¹ of her basic weekly salary, for a period of twelve (12) weeks, if she does not receive benefits from the QPIP or from a parental rights plan established by another province or territory.

Similarly, a part-time professional who has accumulated twenty (20) weeks of service shall be entitled to a benefit 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 the QPIP or 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 and the QPIP, the percentage of the benefit shall be set at ninety-three per cent (93%) of her basic weekly salary.

VARIOUS PROVISIONS CONCERNING MATERNITY LEAVE

8-6.17

In the cases provided for in clauses 8-6.14 and 8-6.15, the College cannot, in the benefit it pays out to a professional on maternity leave, compensate for the reduction in benefits from the QPIP or the EIP attributable to remuneration from another employer.

¹ Ninety-three per cent (93%): this percentage is based on the fact that a professional in this situation is exempt from making contributions to the pension plans, the Québec Parental Insurance Plan or the Employment Insurance Plan which is equivalent on average to seven per cent (7%) of her salary.

Notwithstanding the preceding paragraph, the College shall pay such compensation if the professional can demonstrate, by providing a letter to this effect from the employer paying the remuneration, that the remuneration is a regular salary. If the professional 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 professional's request, produce such letter.

The total amount received by the professional during her maternity leave in QPIP or EIP benefits, allowances 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.

8-6.18

In the cases provided for in clauses 8-6.14, 8-6.15 and 8-6.16:

- a) No indemnity shall be paid during vacation periods for which the professional receives remuneration.
- b) In the case of a professional eligible for the QPIP, unless the professional is paid weekly, the benefit shall be paid every two (2) weeks, the first instalment to be paid fifteen (15) days after the College has received proof that the professional is receiving benefits from this plan.

In the case of a professional eligible for the EIP, the benefit payable for the first two (2) weeks shall be paid by the College in the first two (2) weeks of the leave. Unless the professional is paid weekly, the benefit payable after this date shall be paid every two (2) weeks, the first instalment to be paid fifteen (15) days after the College has received proof that the professional 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) 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 "S"), 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 8-6.14, 8-6.15 and 8-6.16 shall be deemed to be satisfied, if applicable, if the professional 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 professional shall be her average basic weekly salary for the twenty (20) weeks preceding her maternity leave.

If, during this period, the professional has received benefits based on a certain percentage of her regular salary, it is understood that her basic salary for her maternity leave shall be based on the basic salary on which such benefits were based.

In addition, any period during which a professional on special leave provided for in clause 8-6.21 is not receiving any benefits 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 professional's maternity leave includes the date on which the salary rates and scales are increased, her basic weekly salary shall be based on the salary rate in effect at that date. If the maternity leave includes this date, the basic weekly salary shall be adjusted on that date according to the applicable salary scale adjustment formula.

The provisions of this paragraph shall constitute one of the express stipulations mentioned in clause 8-6.05.

- e) In the case of a regular non-tenured professional who is laid off, the maternity benefit to which she is entitled under the collective agreement and which is paid by the College, shall end on the date of the layoff.

Subsequently, if this professional is rehired as a result of her job priority under clauses 5-5.01 to 5-5.06, the maternity benefit shall be re-established as of the date of the rehiring.

In this case, the weeks for which the professional received the maternity benefit and the weeks during the layoff period shall be deducted from the number of weeks to which the professional is entitled under clauses 8-6.14, 8-6.15 and 8-6.16, as the case may be, and the maternity benefit shall be re-established for the number of weeks remaining under clause 8-6.14, 8-6.15 or 8-6.16, as the case may be.

8-6.19

The maternity leave may be less than twenty-one (21) weeks or twenty (20) weeks depending on the case. If the professional 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.

8-6.20

The College shall send the professional, during the fourth (4th) week preceding the expiry of her maternity leave, a notice indicating the expected date of expiry of the maternity leave.

A professional who receives the above notice shall report to work at the expiry of her maternity leave, unless the leave is extended under clause 8-6.44.

A professional 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 professional has not reported to work, she shall be deemed to have resigned.

SECTION III - SPECIAL PREGNANCY AND NURSING LEAVE

8-6.21 - Interim assignment and special leave

A professional may request an interim assignment to another position that is vacant or temporarily without an incumbent in the same employment category or, with the professional's consent, in another employment category, 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 nursing;
- c) she works regularly in front of a cathode-ray screen.

The professional 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 professional's name and the reasons given in support of the request.

A professional reassigned to another position shall retain the rights and privileges of her regular position.

If she is not immediately reassigned, the professional shall be entitled to special leave beginning immediately. Unless an interim assignment occurs subsequently to put an end to this special leave, it shall continue for the pregnant professional until her date of delivery, and for the nursing professional until the end of the nursing period. However, for professionals eligible for benefits under the QPIP, whose special leave began on or after January 1, 2006, the special leave shall end the fourth (4th) week before the due date.

During the special leave provided for in this clause, compensation 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 nursing workers.

However, upon the professional's written request, the College shall pay the professional an advance on the forthcoming compensation, based on foreseeable payments. If the CSST pays the anticipated compensation, the College shall be reimbursed accordingly. If not, the College shall be reimbursed in accordance with the provisions of the collective agreement respecting the reimbursement of amounts overpaid. However, if the professional 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 Commission des lésions professionnelles, as the case may be, is rendered.

In addition to the previous provisions, upon the professional's request, the College shall study the possibility of modifying, temporarily and without loss of any of the professional's rights, the duties of a professional 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 and to assign this professional to other duties she is reasonably able to perform for her remaining time at work.

8-6.22 - Other special leave

A professional 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 professional 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 (4th) 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 (20th) 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.

8-6.23

For visits provided for in paragraph c) of clause 8-6.22, the professional shall be granted a special leave with pay of no more than four (4) days. This special leave may be taken in half (½) days.

During special leave granted under this section, the professional shall enjoy the benefits provided for in clause 8-6.47, provided she is normally entitled to them, and those provided for in clause 8-6.49. A professional covered by clause 8-6.22 may also avail herself of the benefits of the sick leave or salary insurance plan. In cases provided for in paragraph c) of clause 8-6.22, the professional shall first avail herself of the four (4) days mentioned in the preceding paragraph.

SECTION IV - PATERNITY LEAVE

8-6.24 - Paternity leave with pay

A professional whose spouse delivers a child shall be entitled to leave with pay for a maximum of five (5) working days at the time of the birth of his child. The professional shall also be entitled to such leave if his/her spouse miscarries after the beginning of the twentieth (20th) 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 (15th) day after the mother returns home with the child.

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

A female professional whose spouse delivers a child shall also be entitled to such leave if she is deemed to be one of the child's mothers.

8-6.25 - Paternity leave without pay

Upon the birth of his/her child, a professional whose spouse delivers a child shall also be entitled to paternity leave without pay of no more than five (5) weeks, which, subject to clauses 8-6.27 and 8-6.28, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52nd) week following the week of the child's birth. During this leave, the professional shall be deemed to be on leave without pay, shall receive no allowance or benefit from the College, and shall enjoy the benefits set out in clause 8-6.42.

A female professional whose spouse delivers a child shall also be entitled to this leave if she is deemed to be one of the child's mothers.

8-6.26 - Extension of paternity leave without pay

A professional who sends the College, before the expiry date of his/her paternal leave, 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 paternity leave. The duration of this extension shall be as indicated in the medical certificate.

During this extension, the professional shall be deemed to be on leave without pay and shall receive no allowance or benefit from the College. In this case, the professional shall be covered by clause 8-6.42.

8-6.27 - Interruption of paternity leave without pay

When the child is hospitalized, the professional may interrupt his/her paternity leave, upon agreement with the College, and return to work for the duration of the hospitalization.

8-6.28 - Discontinuous paternity leave without pay

In one or the other of the following cases, upon the professional's request, the paternity leave provided for in clause 8-6.25 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 hospitalization;
- b) If the professional 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 the professional is disabled, up to a maximum of fifteen (15) weeks.
- c) If the professional is on leave because of a situation covered by section 79.8¹ 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, up to a maximum of six (6) weeks.

During such interruption, the professional shall be deemed to be on leave without pay and shall not receive any benefits or allowances from the College. The professional shall enjoy the benefits set out in clause 8-6.42.

SECTION V - ADOPTION LEAVE

8-6.29

A professional 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, 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 child arrives at home.

¹ Family or parental leave or absences

8-6.30

A professional who legally adopts a child other than his/her spouse's child shall be entitled to a maximum of ten (10) weeks of adoption leave, which, subject to clauses 8-6.31, 8-6.32 and 8-6.33, shall be taken consecutively.

For a professional who is eligible for the QPIP, this leave shall be taken simultaneously with the period during which benefits are paid by the QPIP and must begin no later than the week following the start of parental benefits.

For a professional who is not eligible for the QPIP, 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.

8-6.31 - Extension of adoption leave

A professional who sends the College, before the expiry date of his/her adoption leave, 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 professional shall be deemed to be on leave without pay and shall receive no allowance or benefit from the College. In this case, the professional shall be covered by clause 8-6.42.

8-6.32 - Interruption of adoption leave

When the child is hospitalized, the professional may interrupt his/her adoption leave, upon agreement with the College, and return to work for the duration of the hospitalization.

8-6.33 - Discontinuous adoption leave

In one or the other of the following cases, upon the professional's request, the adoption leave provided for in clause 8-6.30 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 hospitalization;
- b) if the professional is on leave because of an accident or illness: the maximum number of weeks of interruption of adoption leave shall be equivalent to the number of full weeks the professional is disabled, up to a maximum of fifteen (15) weeks;
- c) if the professional is on leave because of a situation covered by section 79.8¹ of the Act respecting labour standards (R.S.Q., c. N-1.1): the maximum number of weeks of interruption of adoption leave shall be equivalent to the number of full weeks the situation lasts, up to a maximum of six (6) weeks.

¹ Family or parental leave or absences

During such interruption, the professional shall be deemed to be on leave without pay and shall receive no benefit or allowance from the College. The professional shall enjoy the benefits set out in clause 8-6.42.

8-6.34

Upon the professional's resumption of his/her interrupted or discontinuous leave under clause 8-6.32 or 8-6.33, the College shall pay the professional any benefits to which 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 8-6.30.

CASES ELIGIBLE FOR THE QPIP OR THE EIP

8-6.35

During the ten (10) weeks of adoption leave provided for in clause 8-6.30, the professional shall receive compensation 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 benefit shall be based on the QPIP or EIP benefit to which the professional is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the QPIP or the EIP.

However, when the professional works for more than one employer, the benefit shall be equal to the difference between one hundred per cent (100%) of the basic 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 professional shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the QPIP or EIP.

8-6.36

The College cannot, in the benefit it pays out to a professional 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 professional can demonstrate, by providing a letter to this effect from the employer paying the remuneration, that the remuneration is a regular salary. If the professional 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 professional's request, produce such letter.

The total amount received by the professional during his/her adoption leave in QPIP or EIP benefits, allowances 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.

8-6.37

In the cases provided for in clause 8-6.35:

- a) No indemnity shall be paid during vacation periods for which the professional receives remuneration.
- b) In the case of a professional eligible for the QPIP, unless the professional is paid weekly, the benefit shall be paid every two (2) weeks, the first instalment to be paid fifteen (15) days after the College has received proof that the professional is receiving benefits from this plan.

In the case of a professional eligible for the EIP, the benefit payable for the first two (2) weeks shall be paid by the College in the first two (2) weeks of the leave. Unless the professional is paid weekly, the benefit payable after this date shall be paid every two (2) weeks, the first instalment to be paid fifteen (15) days after the College has received proof that the professional 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) The basic weekly salary of a part-time professional shall be his/her average basic weekly salary for the twenty (20) weeks preceding her adoption leave.

If, during this period, the professional has received benefits based on a certain percentage of his/her regular salary, it is understood that his/her basic salary for his/her adoption leave shall be based on the basic salary on which such benefits were based.

If the period of twenty (20) weeks preceding a part-time professional's adoption leave includes the date on which the salary rates and scales are increased, his/her basic weekly salary shall be based on the salary rate in effect at that date. If the adoption leave includes this date, the basic weekly salary shall be adjusted on that date according to the applicable salary scale adjustment formula.

The provisions of this paragraph shall constitute one of the express stipulations mentioned in clause 8-6.05.

- d) In the case of a regular non-tenured professional who is laid off, the adoption benefit to which he/she is entitled under the collective agreement and which is paid by the College, shall end on the date of the layoff.

Subsequently, if this professional is rehired as a result of his/her job priority under clauses 5-5.01 to 5-5.06, the adoption benefit shall be re-established as of the date of the rehiring.

In this case, the weeks for which the professional received the adoption benefit and the weeks during the layoff period shall be deducted from the number of weeks to which the professional is entitled under clauses 8-6.14, 8-6.15 and 8-6.16, as the case may be, and the adoption benefit shall be re-established for the number of weeks remaining under clause 8-6.14, 8-6.15 or 8-6.16, as the case may be.

8-6.38 - Cases ineligible for both the QPIP and the EIP

A professional 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 8-6.30, a benefit equal to his/her basic weekly salary.

8-6.39 - Leave without pay for the purposes of adoption

A professional 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.

A professional 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 8-6.30 shall apply.

During such leave, the professional shall enjoy the same benefits as those for leave without pay or part-time leave without pay set out in clause 8-6.42.

8-6.40

If, following an adoption leave for which the professional has received benefits under clause 8-6.35 or 8-6.38, the adoption does not take place, the professional shall be deemed to have been on leave without pay and shall reimburse such benefit in accordance with the provisions of the collective agreement respecting the reimbursement of amounts overpaid.

SECTION VI - LEAVE WITHOUT PAY AND PART-TIME LEAVE WITHOUT PAY

8-6.41

A professional who wishes to extend his/her maternity leave, paternity leave or one of the adoption leaves shall benefit from one of the following two (2) options, under the conditions stipulated therein:

a) leave without pay for no more than fifty-two (52) continuous weeks, beginning at the time the professional chooses and ending no later than seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after he/she takes charge of the child;

or

b) leave without pay for no more than two (2) years to extend a maternity leave provided for in clause 8-6.06 or 8-6.07, a paternity leave provided for in clause 8-6.24 or an adoption leave provided for in clause 8-6.30.

A full-time professional who does not take this leave without pay shall be entitled to a part-time leave without pay over a maximum period of two (2) years.

For the duration of a leave, the professional shall be authorized, following a written request to this effect submitted at least twenty (20) days in advance, to avail himself/herself one time only of one of the following changes:

- i) from a leave without pay to a part-time leave without pay or vice-versa, as the case may be;
- ii) from a part-time leave without pay to a different part-time leave without pay.

This change shall take effect twenty (20) days following the request, unless an agreement has been reached between the professional and the College.

A part-time professional shall also be entitled to this part-time leave without pay. However, the other provisions of the collective agreement concerning the determination of the number of working hours shall continue to apply.

A professional who does not take the leave without pay or the part-time leave without pay to which he/she is entitled may take the leave unused by his/her spouse either as leave without pay or part-time leave without pay in accordance with the necessary formalities.

If the professional's spouse is not employed in the public or parapublic sector, the professional may avail himself/herself of one of the above leaves, at a time of his/her choosing, within the two (2) years following the birth or adoption, without, however, exceeding the set limit of two (2) years from the date of birth or adoption.

During any of the above-mentioned leaves, the professional shall retain the right, if he/she has such right, to use the days of sick leave provided for in article 8-11.00.

8-6.42

During leave without pay, the professional shall accumulate seniority, retain job experience and continue to participate in the applicable basic health insurance plan by paying his/her portion of the premium for the first fifty-two (52) weeks of leave and all premiums for the remainder of the leave. Moreover, he/she may continue to participate in applicable supplemental insurance plans, provided he/she so requests at the beginning of the leave and pays all premiums.

During part-time leave without pay, the professional shall accumulate seniority on the same basis as before the leave and, when on duty, shall be subject to the provisions governing part-time professionals.

Notwithstanding the preceding paragraphs, the professional shall accumulate experience for the purposes of determining his/her salary rate, for the first fifty-two (52) weeks of leave without pay or part-time leave without pay.

SECTION VII - LEAVE FOR PARENTAL RESPONSIBILITIES

8-6.43

Following written notice to the College twenty (20) working days in advance, leave without pay or part-time leave without pay of up to one (1) year shall be granted to a professional whose minor child

is experiencing socioaffective development problems or who has a physical handicap or an illness requiring the professional's presence.

During this leave, the professional shall accumulate seniority on the same basis as before the leave and, when on duty, shall be subject to the provisions governing part-time professionals.

Subject to the other provisions of the collective agreement, a professional may take leave from work up to six (6) days per year when his/her presence is expressly required for reasons of the health, safety or education of his/her child or spouse's child.

Days taken for this purpose shall be deducted from the professional's annual bank of sick days. If there are no days in the bank, the leave shall be without pay.

The leave may also be taken in half ($\frac{1}{2}$) days.

SECTION VIII - VARIOUS PROVISIONS

8-6.44

The leaves provided for in clauses 8-6.25, 8-6.30, 8-6.39 and 8-6.41 shall be granted upon written request submitted at least two (2) weeks in advance.

Part-time leave without pay shall be granted upon written request submitted at least thirty (30) days in advance.

In the case of leave without pay or part-time leave without pay, the request shall indicate the date of return to work.

The request shall also indicate the schedule of the leave in relation to the professional's position. When a full-time professional takes a part-time leave without pay, if the College does not agree on the number of days of leave per week, the professional shall be entitled to a maximum of two and a half ($2\frac{1}{2}$) days of leave per week or the equivalent, for a maximum of two (2) years.

When a part-time professional takes a part-time leave without pay, the parties shall agree upon the schedule of the leave.

8-6.45

The College shall, in the fourth (4th) week before the end of a professional's adoption leave, send the professional a notice indicating the date of expiry of the leave.

A professional who is so notified shall report to work at the expiry of his/her adoption leave, unless it is extended under the provisions of clause 8-6.44.

A professional who does not comply with the preceding paragraph shall be deemed to be on leave without pay for no more than four (4) weeks. If the professional does not report to work at the end of this period, he/she shall be deemed to have resigned.

8-6.46

A professional who has been notified four (4) weeks in advance by the College of the date of expiry of his/her leave without pay shall give advance notice of his/her return to work at least two (2) weeks before expiry of the said leave. Failing this, the professional shall be deemed to have resigned.

A professional who wishes to end his/her leave without pay before its scheduled expiry shall give written notice of his/her intent 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 twenty (20) working days in advance.

8-6.47

During maternity leave and for the first six (6) weeks of an extension provided for in clause 8-6.10, the professional shall enjoy the following benefits, provided she is normally entitled to them:

- life insurance;
- health insurance, if she pays her portion of the premiums;
- accumulation of vacation time or payment of compensatory amounts;
- 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 she were at work.

The professional 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.

A professional may take his/her postponed annual vacation immediately before his/her leave without pay or part-time leave without pay provided there is no discontinuity with his/her paternity leave, maternity leave or adoption leave, as the case may be.

8-6.48

A professional who takes a paternity leave provided for in clause 8-6.24 or an adoption leave provided for in clauses 8-6.29 and 8-6.30 shall enjoy the benefits provided for in clause 8-6.47, provided he/she is normally entitled to them, and those provided for in clause 8-6.49.

8-6.49

Upon return from maternity leave, paternity leave, adoption leave, adoption leave without pay, leave without pay or part-time leave without pay, the professional shall resume his/her duties and, if applicable, his/her position.

In the case where his/her position has been abolished, the professional shall be entitled to the benefits he/she would have enjoyed had he/she been at work.

In the case where her assignment ends during her maternity leave, a temporary professional shall be entitled to the benefits she would have enjoyed had she been at work.

In the case where his/her assignment ends during his/her leave without pay or part-time leave without pay, a temporary professional shall be entitled to the benefits he/she would have enjoyed had he/she been at work.

8-6.50

A professional who receives a premium for regional disparities under this collective agreement shall continue to receive such benefits during maternity leave, as provided for in Section II.

Notwithstanding the foregoing, the total amount of Employment Insurance benefits, allowances and premiums received by the professional may not exceed ninety-five per cent (95%) of his/her basic salary plus any premium for regional disparities.

A professional on an adoption leave provided for in clause 8-6.30 shall be entitled to one hundred per cent (100%) of the premium for regional disparities during such leave.

8-6.51

Compensation or benefits provided for in this article that start prior to a strike or lockout shall continue to be paid during the strike or lockout.

8-6.52

If it can be established before an arbitrator that a professional on probation has taken a maternity leave or a leave without pay or part-time leave without pay as an extension of a maternity leave and that the College has terminated her employment, it shall be up to the College to demonstrate that the professional was dismissed for reasons other than for taking maternity leave, leave without pay or part-time leave without pay.

Article 8-7.00 - Leave Without Pay

SPECIAL PROVISIONS

8-7.01

A professional taking half-time leave on half pay shall be considered a part-time professional for the purposes of the benefits described in clause 2-1.03.

8-7.02

A professional on leave without pay shall continue to participate in the basic health insurance plan by paying all premiums. He/she may also benefit from the advantages of other insurance plans and from the pension plan described in this agreement as long as the master policies and the relevant legislation so permit. In such a case, he/she must notify the College at least ten (10) working days before his/her departure and pay the total premiums according to terms and conditions agreed upon by the professional and the College.

If the professional does not respect his/her agreement with the College, the latter shall be released from any responsibility.

8-7.03

If a professional benefits from of a leave without pay in order to pursue professional development activities, he/she shall continue to accumulate seniority for purposes of job security in accordance with the provisions of paragraph d) of clause 5-2.04 .

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

LEAVE WITHOUT PAY

8-7.04

After giving notice to the College, the professional may take leave without pay according to the following terms and conditions:

- a) leave of one (1) month or less: after notifying the College at least fifteen (15) working days before his/her departure;
- b) leave of more than one (1) month: after notifying the College at least forty (40) working days before his/her departure.

The conditions governing the professional's departure and return to work must be agreed upon between the professional and the College. At the professional's request, his/her application for leave without pay shall be discussed in accordance with the procedures provided for in article 4-2.00.

8-7.05

At the professional's request, the College may agree to temporarily reclassify his/her position as a half-time position carrying half salary. In such a case the position shall remain full-time for the purposes of applying this agreement.

8-7.06

Leave without pay may not last longer than twelve (12) months.

Any extension of such leave may be authorized upon agreement between the parties.

8-7.07

The professional shall return to his/her position on the date agreed upon at the time of his/her departure, subject to the provisions of Chapter 5-0.00.

8-7.08

For the purposes of applying this article, clause 8-7.04 shall not be intended to allow a professional to leave his/her position temporarily in order to take up another position elsewhere, unless this other position can be considered retraining.

8-7.09

If a professional avails himself/herself of clause 8-7.04 to pursue professional development activities, he/she shall continue to accumulate seniority in accordance with the provisions of paragraph d) of clause 5-2.04. However, the College may verify that the leave taken has been used for the purposes stated by the professional.

Article 8-8.00 - Leave for Professional Activities

SPECIAL PROVISIONS

8-8.01

A professional who takes leave without pay for professional activities may receive the fringe benefits provided for in the collective agreement if the master policies and relevant legislation so permit. However, when the College must defray costs related to these benefits, it may require the organization in question to refund these costs.

The professional who takes leave without pay for professional activities shall continue to participate in the basic health insurance plan by paying all premiums. He/she may also benefit from other group insurance plans provided for in this collective agreement provided that the master policies and the relevant legislation so permit. In such a case, he/she must notify the College at least ten (10) working days before his/her departure and pay all premiums in accordance with the terms and conditions agreed upon by the professional and the College.

If the professional does not respect his/her agreement with the College, the latter shall be released from any responsibility.

Furthermore, years of experience shall be recognized by the College under the provisions of the collective agreement.

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

LEAVE FOR PROFESSIONAL ACTIVITIES

8-8.02

After sending a written request to the College, a professional may obtain leave with loss of pay in the following cases:

- a) to give lectures or courses in the his/her field of competency;
- b) to take part in seminars, conventions and information sessions, provided these are related to his/her duties.

The College may not refuse such a request without reasonable grounds.

8-8.03

After sending a written request to the College, a professional who wishes to exercise his/her profession in an educational institution, government (Québec, Canada or other) agency or an organization recognized as being of public interest shall be entitled to leave without pay for up to two (2) years. The College may not refuse such a request without reasonable grounds.

Such leave may not be renewed for the duration of this collective agreement, unless the parties concerned reach an agreement to the contrary in accordance with the procedures set out in article 4-2.00.

The professional shall return to his/her position on the date agreed upon at the time of his/her departure, or sooner, provided he/she gives two (2) months notice.

8-8.04

After sending a written request to the College, a professional shall be entitled to leave if he/she has been invited to sit on a ministerial committee, a regional planning committee, a committee or council of the Direction générale de l'enseignement collégial or any other similar council in the education sector.

The College may not refuse such a request without reasonable grounds.

A professional who takes leave under the provisions of this clause shall not have his/her salary reduced in any way.

Furthermore, his/her professional duties shall be arranged or reduced accordingly. Such reduction shall be absorbed by the College.

8-8.05

In the cases provided for in this article, when the College grants leave with pay and the professional receives remuneration or fees for his/her activities, the College may require that the organization in question give to the College said remuneration or fees up to the value of the professional's salary for the corresponding period.

However, in the cases provided for in clause 8-8.02, the College may require such reimbursement only when the duration of the leave is at least one (1) day.

Article 8-9.00 - Leave to Hold Public Office

8-9.01

A professional who wishes to run in a federal, provincial, municipal or school board election, may for this purpose obtain leave without pay between the sixtieth (60th) day preceding election day and the twenty-first (21st) day following election day, if he/she so desires.

If defeated, the professional shall resume his/her position at the end of the leave.

8-9.02

A professional elected to federal or provincial office shall be entitled to leave without pay for the duration of his/her term of office.

A professional who is elected may, after the end of his/her first term of office, resume his/her position or an equivalent position as soon as there is a vacant position in the College.

Within twenty-one (21) working days following the end of his/her term of office, the professional must notify the College of his/her decision to avail himself/herself of this article. Failing this, the professional shall be deemed to have resigned.

8-9.03

A professional elected to a function other than federal or provincial shall be entitled to leave without pay for the duration of his/her term of office if it requires full availability on his/her part, provided he/she gives the College reasonable notice. The professional shall resume his/her position, subject to the provisions of article 5-4.00, provided he/she notifies the College within fifteen (15) working days following the end of his/her first term of office, of his/her resignation or failure to obtain the renewal of his/her term of office.

If the term of office requires partial or occasional availability on his/her part, the professional shall be entitled to leave without pay, if such leave is necessary for the performance of his/her duties, after having given the College reasonable notice.

8-9.04

If a professional is called upon to fulfill one of the above-mentioned functions and if so doing is detrimental to his/her professional duty, he/she may propose an alternative arrangement regarding his/her services. However, the College may, after consulting the Union in accordance with the procedures provided for by the labour relations committee, and if the circumstances so require, insist that the professional take leave without pay.

8-9.05

During his/her leave, the professional shall continue to participate in the basic health insurance plan by paying all premiums. He/she may also benefit from other group insurance plans provided that the master policies and the legislation so permit. In such a case, he/she must notify the College at least ten (10) working days before his/her departure and pay all premiums in accordance with the terms and conditions agreed upon by the professional and the College.

If the professional does not respect his/her agreement with the College, the latter shall be released from any responsibility.

8-9.06

The College recognizes professionals' right to be appointed to a government board of inquiry and professionals thus selected shall receive leave without pay for the duration of their term of office.

Article 8-10.00 - Evaluation of Professional Activities

8-10.01

The evaluation of professional activities shall be based mainly on the objectives of the service or department in which the professional works. The evaluation shall also be included in the institution's professional personnel evaluation policy, if it has one. The Union shall be consulted on the development or alteration of such policy.

8-10.02

Any evaluation of a professional's professional activities shall be given him/her in writing and added to his/ her file. The College shall also add to the file any written comments made by the professional to his/her evaluation.

8-10.03

Any unfavourable evaluation of a professional's professional activities resulting from a performance considered to be unsatisfactory shall be followed, within six (6) months of being placed in the file, by a new evaluation. If this subsequent evaluation is favourable, the unfavourable one shall automatically be removed from the professional's file, along with the professional's written comments, if any.

Article 8-11.00 - Life, Health and Salary Insurance Plans

I - GENERAL PROVISIONS

8-11.01

The following professionals shall be eligible for the life, health and salary insurance plans, as of the effective date of the various plans and until retirement:

- a) any full-time or part-time professional whose regular workweek is seventy-five per cent (75%) or more of a full-time schedule: in this case, the College shall pay its full contribution;
- b) any part-time professional whose workweek is less than seventy-five per cent (75%) of a full-time schedule: in this case, the College shall assume half of the contribution payable for full-time professionals; the professional in question shall pay the remainder as well as his/her own contribution;
- c) any professional on authorized leave without pay who wishes to take advantage of these plans: he/she shall pay all premiums in accordance with the terms and conditions agreed upon by the professional and the College provided that the master policies so permits.

8-11.02

For the purposes of this article, the term "dependent" shall mean the professional's dependent spouse or child, as follows:

- a) Spouse: as defined in clause 1-1.08.

However, for the basic health insurance plan, the following provision shall be added to this definition:

"It being understood that the dissolution of the marriage by divorce or annulment or the dissolution or annulment of the civil union as provided for by law shall mean the loss of spousal status, as shall de facto separation of more than three (3) months in the case of people living together as husband and wife."

- b) Dependent child: the child of a professional, of his/her spouse or of both (including a child for whom adoption procedures have been undertaken), who is unmarried and living or domiciled in Canada, who depends on the professional for support and who is under eighteen (18) years of age; also any child who is twenty-five (25) years of age or less, who is a duly registered full-time student attending a recognized educational institution or, whatever his/her age, any child who became totally or functionally disabled¹ prior to his/her eighteenth (18th) birthday or twenty-fifth (25th) birthday if he/she was attending a recognized educational institution and has remained continuously disabled since that time.

¹ As defined in a government regulation

8-11.03

- a) The term "disability" means any incapacity resulting from an illness or an accident or resulting directly from a complication during pregnancy or a miscarriage prior to the twentieth (20th) week before the due date, which requires medical care and which renders the professional totally incapable of performing his/her usual duties or the duties associated with any similar position with comparable remuneration offered to him/her by the College.
- b) A professional who is receiving salary insurance benefits may, upon presentation of a medical certificate issued by his/her attending physician for a gradual return to work and upon agreement with the College, carry out during the rehabilitation period all the duties he/she performed before his/her disability.

This rehabilitation period may not begin before the thirteenth (13th) week of disability¹. It may not exceed three (3) consecutive months and may not have the effect of extending the periods of full or partial payment of benefits beyond one hundred four (104) weeks for the same disability.

During this rehabilitation period, the professional shall receive the gross salary for the work carried out and the salary insurance benefit shall be prorated according to the portion of time not worked. The professional shall be considered totally disabled during this period.

At the end of the period initially set for a gradual return to work, if the professional is incapable of returning to a full regular workweek, the College and the professional may agree upon another period of gradual return to work in accordance with the other terms and conditions provided for in this clause; should they fail to reach an agreement, the professional shall return to a full regular workweek or remain on disability leave.

- c) Temporary assignment to professional duties

In order to foster the professional's reintegration and upon presentation of a medical certificate from the attending physician, the College and the professional may agree upon an assignment to professional duties compatible with the professional's qualifications, experience and functional status.

During this assignment, the professional shall receive the gross salary for the work carried out and, if applicable, the salary insurance benefit shall be prorated according to the portion of time not worked. The professional shall be considered totally disabled during this period.

The duration of this assignment may not exceed twelve (12) weeks and in no case may it cause a new period of disability and extend the period during which full or partial benefits are paid to more than one hundred four (104) weeks for the same disability.

- d) 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.

¹ In exceptional circumstances, the College and the professional may agree on a gradual return to work before the thirteenth (13th) week.

8-11.04

A period of disability shall mean any period of continuous disability or any series of successive periods separated by less than eight (8) working days¹ of actual full-time work or of availability for such full-time work, unless the professional can prove, to the satisfaction of the College or its representative, that a subsequent period of disability is due to an illness or an accident in no way related to the cause of the previous disability.

8-11.05

A period of disability resulting from a self-inflicted illness or injury on the part of the professional, alcoholism or drug addiction, active participation in any riot, insurrection, or criminal act or service in the armed forces shall not be recognized as a period of disability for the purposes of this article.

Notwithstanding the preceding, in cases of alcoholism or drug addiction, the period of disability during which the professional receives medical treatment or care in view of his/her rehabilitation, shall be considered a period of disability for the purposes of this article.

8-11.06

- a) The provisions of the life, health and salary insurance plans provided for in the 2000-2002 agreement shall continue to apply until the date this collective agreement takes effect. The College and the professional shall continue to contribute to these plans according to the 2000-2002 agreement.

Furthermore, said health insurance plan shall remain in effect after the effective date of this collective agreement if the insurance committee provided for below decides to maintain it or is unable to complete the operations necessary to the coming into effect of the new plan.

- b) The life, health and salary insurance plans provided for in this article shall become effective on the date this collective agreement takes effect, subject to provisions to the contrary.

8-11.07

In consideration of the College's contribution to the insurance plans provided for below, the full amount of the rebate allowed by Human Resources and Social Development (HRSD) in the case of a registered plan shall be the exclusive property of the College.

II - INSURANCE COMMITTEE

8-11.08

The CSQ insurance committee shall be responsible for establishing the basic health insurance plan and the supplemental plans.

8-11.09

If the committee maintains or establishes one or more supplemental group insurance plans, the participants in these plans shall be fully responsible for all related costs.

¹ Read "twenty-two (22) working days" instead of "eight (8) working days" if the continuous period of disability which precedes the return to work is more than three (3) months.

8-11.10

These plans shall be subject to single billing from a single insurer or a group of insurers acting as a single insurer.

8-11.11

All contracts shall be issued to the CSQ and must include the following provisions:

- a) The premium for a given period shall be established on the basis of the rate applicable to the participant on the first day of the period.
- b) No premium shall be payable for a period unless the professional was a participant on the first day of such period; similarly, the full premium shall be payable for the period during which the professional ceases to participate.

8-11.12

The College shall facilitate the implementation and application of these plans, in particular by:

- a) providing newly hired professionals with the necessary information;
- b) signing up newly hired professionals;
- c) forwarding to the insurer applications and information required to keep participants' files up to date;
- d) submitting to the insurer premiums deducted or, if applicable, received from professionals;
- e) providing professionals with application forms, claim forms and other forms provided by the insurer;
- f) transmitting information normally required by the insurer to settle certain claims;
- g) transmitting to the insurer the names of professionals who have notified the employer of their intention to retire.

8-11.13

The committee shall obtain from the insurer, in exchange for a reasonable fee added to those provided for in the retention formula, all relevant and useful statistical statements or compilations that might be requested by the Fédération des cégeps or the Ministère. The committee shall provide the Fédération and the Ministère with a copy of the information thus obtained.

8-11.14

The insurance committee shall entrust the Fédération des cégeps and the Ministère with the implementation and application of the basic health insurance plan; these tasks shall be performed according to the committee's instructions. The Fédération des cégeps and the Ministère shall be entitled to reimbursement of all costs incurred in the performance of these tasks.

8-11.15

Dividends or refunds payable as a result of the positive performance of these plans shall constitute funds entrusted to the management of the insurance committee. Any fees or expenses incurred in the implementation and application of the plan shall constitute first charge on these funds, it being understood that that the refundable expenses do not include the College's normal operating expenses.

III - STANDARD LIFE INSURANCE PLAN

8-11.16

Full-time professionals covered by paragraph a) of clause 8-11.01 shall benefit, without contribution on their part, from a death benefit of \$6 400. This amount shall be reduced to \$3 200 for professionals covered by paragraph b) of clause 8-11.01 of the collective agreement.

8-11.17

Clause 8-11.16 shall not apply to professionals who benefit from a greater amount of life insurance than that provided for in clause 8-11.16 if such benefit proceeds from a group plan to which the College contributes.

IV - BASIC HEALTH INSURANCE PLAN

8-11.18

The basic health insurance plan shall cover at least, as per the terms and conditions established by the insurance committee, prescription drugs sold by a licensed pharmacist or duly authorized physician and prescribed by a physician or a dentist; ambulance service; hospitalization; and hospital and medical expenses not otherwise recoverable when the insured professional is temporarily outside of Canada and his/her condition requires hospitalization.

8-11.19

The College's contribution to the health insurance plan for each professional shall be limited to the lesser of the following amounts:

- a) in the case of a participant insured for himself/herself and his/her dependents: sixty dollars (\$60) per year;
- b) in the case of single insured participant: twenty-four dollars (\$24) per year;
- c) an amount equal to twice the contribution paid by the participant himself/herself for the benefits provided by the health insurance plan.

8-11.20

Notwithstanding the provisions of clause 8-11.19, the College shall pay on the basis of its prorated participation in the basic health insurance plan, the tax which applies to the premiums for this plan.

8-11.21

In the event that the basic Québec health insurance plan is extended to cover prescription drugs, the amounts of sixty dollars (\$60) and twenty-four dollars (\$24) shall be reduced by two thirds (2/3) of the

yearly cost of the prescription drug insurance benefits included in this plan. Any unused balance shall be used for supplemental health insurance protection. The insurance committee shall determine this supplemental protection.

8-11.22

The health insurance benefits shall be deductible from the benefits payable by any other public or private, individual or group plan.

8-11.23

Participation in the basic health insurance plan shall be mandatory, but a professional 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 affording similar benefits.

A professional who is sixty-five (65) years of age or older and who continues to participate in the drug insurance plan of the Régie de l'assurance-maladie du Québec (RAMQ) shall remain covered by the mandatory health insurance plan for benefits not covered by the RAMQ plan.

8-11.24

A professional who has refused or ceased to participate in the plan may again become eligible for admission thereto, subject to the following condition:

- he/she must prove to the insurer that it is no longer possible for him/her to remain covered as a dependent by the current health insurance plan or any other plan offering similar protection.

When he/she submits his/her request to the insurer within thirty (30) days following termination of the coverage by virtue of which he/she was exempted, the insurance shall take effect on the date of the end of such coverage. If his/her application is filed after thirty (30) days following termination of his/her coverage, the insurance shall take effect on the first day of the period during which the application is received by the insurer.

In the case of a person who, prior to the above request, was not covered by the present health insurance plan, the insurer shall not be liable for benefits that might have been payable by a previous insurer in accordance with an extension or conversion clause or otherwise.

8-11.25

The insurance committee may agree to maintain from year to year for retired professionals, coverage with the appropriate modifications, without any contribution on the part of the College, provided that:

- the professional's contributions to the plan and the College's corresponding contribution be determined excluding any cost resulting from the extension of coverage to retired professionals;
- all disbursements, contributions and rebates pertaining to retired professionals be recorded separately and any additional contribution payable by the professionals for the aforesaid extension to retired professionals be clearly identified as such.

V- SALARY INSURANCE PLAN

8-11.26

Subject to the provisions herein, every professional shall be entitled, for every period of disability during which he/she is absent from work, to:

- up to the lesser of the number of accumulated days of sick leave or five (5) working days: payment of a benefit equivalent to the salary he/she would have received had he/she been at work;
- upon termination of the benefit payment provided for in the preceding paragraph, if applicable, but in no event 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: payment of a benefit equal to eighty-five per cent (85%) of his/her salary;
- 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: payment of a benefit equal to sixty-six and two thirds per cent (66 2/3%) of his/her salary;
- upon the expiry of the above-mentioned period of one hundred four (104) weeks: the use of accumulated days of sick leave with or without cash surrender value.

8-11.27

For the purposes of calculating the benefits provided for in clause 8-11.26, the professional's salary shall be the salary he/she would be receiving if he/she were at work, including, if applicable, premiums for regional disparities. For part-time professionals, the salary in question shall be the salary he/she earns during his/her normal workweek.

Notwithstanding the preceding paragraph, the professional shall not be entitled to advancement in step if he/she has not completed at least fifty per cent (50%) of the required service since his/her last eligibility date for advancement in step.

8-11.28

As long as benefits remain payable, including any waiting periods, a disabled professional shall continue to participate in the government and public employees' retirement plan (RREGOP), the teachers' pension plan (RRE) or the public service employees' retirement plan (RRF), as the case may be, 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 the first paragraph of clause 8-11.26, he/she shall benefit from a waiver of his/her contributions to his/her retirement plan (RREGOP, RRE or RRF) without loss of rights. Provisions relating to such a waiver of these 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 interpreted as conferring upon the payee the status of a professional, or as adding to his/her rights as such, especially as regards the accumulation of days of sick leave.

8-11.29

- a) Benefits shall be reduced by the initial amount of any basic disability benefit payable under the Quebec Pension Plan, the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), the Quebec Automobile Insurance Plan and the pension plan, regardless of increases in the basic benefits subsequently arising from indexation.
- b) In the case of disability for which benefits are payable under the Quebec Automobile Insurance Plan (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 8-11.26 the deductions required by law (income tax, 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 deductions, contributions and dues required by law or by the collective agreement.

8-11.30

In the case of disability for which benefits are payable under the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), the following provisions shall apply:

- a) the professional 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. The professional shall be entitled to this benefit until such time as the Commission de la santé et de la sécurité du travail du Québec declares permanent disability;
- b) notwithstanding the preceding paragraph, should the decision of the Commission de la santé et de la sécurité du travail du Québec be rendered before the termination of the periods provided for in the second and third paragraphs of clause 8-11.26, the benefit paid by the College for the rest of the one hundred and four (104) weeks remaining after the beginning of the disability period shall conform to the provisions of the second or third paragraph of clause 8-11.26, as the case may be;
- c) as long as a professional is entitled to benefits under the provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) and until the Commission de la santé et sécurité du travail du Québec declares a permanent disability, whether it be total or partial, the professional shall be entitled to his/her salary subject to the following provisions:
 - the College shall determine the net benefit by deducting from the professional's net salary the amount of the benefit from the CSST and the amount thus obtained shall be treated as gross taxable income from which the College shall deduct all deductions, contributions and dues required by law or the collective agreement. The College shall then pay the employee this amount plus the amount of the CSST benefits.

In consideration of the College's contribution, benefits paid out by the CSST for such period shall accrue to the College and the professional must, if applicable, sign such forms that will permit such reimbursement;

- d) during the period in which the benefits are paid in accordance with the provisions of paragraph b) of this clause, these benefits shall be reduced by the initial amount of any basic disability benefits payable under the Quebec Pension Plan, the Act respecting industrial accidents and occupation diseases (R.S.Q., c. A-3.001), the Quebec Automobile Insurance Plan and the pension plan, regardless of increases in the basic benefits subsequently arising from indexation;
- e) the professional's bank of sick leave credits shall not be affected by such absence and the professional shall be deemed to be receiving salary insurance benefits.

For the purposes of applying 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 Quebec Pension Plan, the Employment Insurance Plan, the pension plans and, if applicable, the group insurance plans and the Union.

8-11.31

Payment of benefits shall end no later than the payment due for the last week of the month during which the professional retires.

8-11.32

The amount of benefits payable shall be calculated by applying the percentages provided for herein, at the rate of one two hundred sixtieth ($1/260^{\text{th}}$) of the salary for each working day of disability during a regular workweek.

8-11.33

Salary insurance benefits 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 professional to benefits until the strike or lockout ends, provided a medical certificate is presented to the College.

8-11.34

Benefits for days of sick leave or under the salary insurance plan shall be paid directly by the College, subject, however, to the professional providing the supporting documents as required.

However, no benefit shall be paid by the College as long as the professional has not supplied it with the necessary information or, if applicable, written authorization to obtain such information from the parties in question.

Similarly, the College shall not be obliged to pay benefits when the professional neglects to take the necessary steps in order to obtain benefits payable by a government agency, under the terms of existing legislation.

Finally, when a benefit provided by law is made payable retroactively, the professional agrees to reimburse the College such amount.

8-11.35

The College may, at any time, require a professional who is absent because of disability to provide a medical certificate specifying the nature and duration of the disability. However, the cost of such certificate shall be borne by the College if the professional is absent for less than four (4) days. The College may also require an examination of the professional concerned in connection with any absence. The cost of the examination as well as transportation costs if the professional must travel more than fifty kilometres (50 km) from his/her place of employment, shall be paid by the College.

When the professional returns to work, the College may require that he/she undergo a medical examination in order to establish that he/she has recovered sufficiently to return to work. The cost of the examination as well as transportation costs if the professional must travel more than fifty kilometres (50 km) from his/her place of employment, shall be paid by the College.

Should the physician chosen by the College disagree with the physician consulted by the professional, the two (2) physicians shall agree on the choice of a third, whose decision shall be final.

The College must keep medical certificates or the results of medical examinations confidential.

8-11.36

When benefits are withheld because of the presumed non-existence or termination of the disability, the professional may appeal the decision in accordance with the normal grievance and arbitration procedure.

8-11.37

- a) When applicable, on July 1 of each year, the College shall credit each full-time professional 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 fiscal year if not used during that year under the first paragraph of clause 8-11.26 or 8-5.03, on the basis of one two hundred and sixtieth ($1/260^{\text{th}}$) of the salary applicable at this date per unused sick day; the proportion of one two hundred and sixtieth ($1/260^{\text{th}}$) of the professional's salary shall apply for a fraction of unused day. Such payment shall be made, if applicable, no later than September 1 of each year.
- b) However, during the professional's first year of service, except in the case of a professional 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) A professional who has accumulated thirteen (13) days or less of sick leave to his/her credit on June 1 may, by notifying the College in writing before this date, choose not to cash in on June 30 the balance of the seven (7) days granted in accordance with paragraph a) of this clause and unused under this article or clause 8-5.03. The professional shall then, as of June 30, add the balance of these seven (7) days, which cease to have cash surrender value, to the days of sick leave already accumulated.

8-11.38

If a professional becomes covered by this article in the course of a fiscal year, the number of days credited for the year in accordance with paragraph a) of clause 8-11.37 shall be reduced in proportion to the number of full months of service.

Similarly, if a professional leaves his/her job in the course of a fiscal year, or if he/she is not yet on active service for part of the year, the number of days credited to him/her under paragraph a) of clause 8-11.37 shall be reduced in proportion to the number of full months of service.

For the purposes of applying this clause, maternity leave as provided for in clause 8-6.06 or 8-6.07 and the leaves provided for in clauses 8-6.10, 8-6.21 and 8-6.30 shall not result in any reduction of days credited for the year in question.

8-11.39

In the case of a part-time professional, the number of days credited shall be reduced in proportion to his/her regular workweek compared to that of a full-time professional in the employ of the College.

8-11.40

Persons receiving disability payments on the date this collective agreement takes effect shall remain covered under the plan described in this article. The effective date of the beginning of the disability period and the date on which a professional is entitled to either the benefit provided for in the 2000-2002 agreement or the benefit provided for in the second paragraph of clause 8-11.26 of the collective agreement, shall determine the amount and duration of the benefit payable to the professional under clause 8-11.26 of the collective agreement. Disabled professionals who are not entitled to any benefit on the date this collective agreement takes effect shall benefit from the new plan upon their return to work when they start a new disability period. In the meantime, they shall benefit from the provisions of clause 8-11.37.

8-11.41

A professional 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 on February 17, 1974, in accordance with the provisions of the collective agreements formerly applicable, in accordance with an understanding with the Government, or under a regulation of the College to the same effect, with the stipulation that, even if no new days are credited, the percentage of days with cash surrender value shall be determined on the basis of the years of service prior to and following February 18, 1974. This value shall be determined on the basis of the professional's salary on October 31, 1974, and shall bear interest at the rate of five per cent (5%), compounded annually.

These provisions shall not, however, modify the value already set for days of sick leave with cash surrender value under a previous collective agreement or a regulation of the College to the same effect.

The value of a professional's days of sick leave with cash surrender value may be used either to pay for the cost of buying back previous years of service as provided for in the provisions relating to the pension plans (RRE, RRF and RREGOP) or to increase to eighty-five per cent (85%) the payment of sixty-six and two thirds per cent (66 2/3%) of salary during the second (2nd) year of disability.

8-11.42

Days of sick leave with cash surrender value as described in clause 8-11.41 may also be used, at a rate of one (1) day per day, for purposes other than illness when previous collective agreements allowed such use. Similarly, such days of sick leave with cash surrender value credited to a professional may be used, at a rate of one (1) day per day, for leaves provided for in article 8-6.00.

Days of sick leave with cash surrender value as described in clause 8-11.41 shall be deemed to have been used on February 17, 1974, when they are used in accordance with this clause or other clauses in this article.

8-11.43

Days of sick leave credited to a professional on the date this collective agreement takes effect shall remain to his/her credit. Days used from that date on shall be subtracted from the total number of days accumulated.

8-11.44

Days of sick leave shall be used in the following order:

- a) days with cash surrender value credited under clause 8-11.37;
- b) once the days mentioned in paragraph a) have been used, days without cash surrender value credited to the professional.

Article 8-12.00 - Leave with Deferred or Advance Pay

8-12.01 Purpose of the plan

The leave with deferred or advance pay plan makes it possible for a professional to benefit from leave with pay. However, the plan does not allow a professional to postpone income taxes nor does it generate added benefits upon retirement.

8-12.02 Nature of the plan

The leave with deferred or advance pay plan shall consist of a work period and a period of leave.

8-12.03 Duration of the plan

The leave with deferred or advance pay plan may be of two (2) years', three (3) years', four (4) years' or five (5) years' duration.

The duration of the plan may be extended in the cases and manner provided for in clauses 8-12.13, 8-12.16 and 8-12.17. However, the leave must begin not later than at the expiry of a maximum period of six (6) years following the date on which the amounts begin to be deferred.

8-12.04 Duration of the leave

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.

8-12.05 Eligibility for the plan

The following professionals shall be eligible for the plan:

- regular tenured professionals
- the regular non-tenured professionals, with the stipulation that they may benefit from the leave only as of the date on which they become tenured

Nevertheless, a disabled professional or a professional on leave without pay may not participate in the plan.

8-12.06 Conditions of participation

Professionals who wish to benefit from the leave with deferred or advance pay plan shall apply in writing to the College.

Their application shall include the proposed duration of the plan and of the leave, as well as the proposed dates for the beginning and the end of the plan and the leave.

To obtain leave with deferred or advance pay, the professional must obtain the written consent of the College when the leave is taken in advance. When the leave is taken during the last year of the plan, the College may not refuse without reasonable grounds.

8-12.07 Return to work

At the end of the leave, or at the end of a leave provided for in the collective agreement and extending said leave, the professional shall resume his/her position subject to the provisions of the collective agreement and shall remain in the College's employ for a period at least equivalent to the duration of the leave.

Similarly, a professional other than those referred to in clause 8-12.14, and notwithstanding clause 8-12.12, who obtains employment in another college may, upon agreement with that college, complete the period of leave provided for in the preceding paragraph.

8-12.08 Salary

During each year of his/her participation in the leave with deferred or advance pay plan, the professional shall receive the percentage of his/her salary as given in the following table, in accordance with the duration of the plan and the leave:

<u>Period of participation in the plan</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
<u>Duration of leave</u>	<u>Percentage of salary</u>			
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.83%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.17%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75.00%	80.00%

The salary to which the above percentage is applied shall be the salary that the professional would be receiving had he/she not participated in the plan.

During the work period, the professional shall be entitled to all applicable premiums. However, he/she shall not be entitled to any premiums during the leave.

While on leave, the professional may not receive any other remuneration from the College or from any other person or association with which the College has any ties.

8-12.09 Working conditions

During the work period, the professional's work schedule shall be the same as it would have been were he/she not participating in the plan.

8-12.10

Subject to the provisions of this article, the professional shall enjoy all the benefits granted by the collective agreement to which he/she would be entitled were he/she not participating in the plan. However, the period of leave provided for in the plan shall not be used as vacation leave.

8-12.11 Retirement plan

For the purposes of establishing the value of pension benefits, the professional shall be credited with one (1) year of service for every year in which he/she participated in the 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 leave with deferred or advance pay plan.

The professional's contribution to a pension plan while participating in the leave with deferred or advance pay plan shall be established according to the applicable legislation.

8-12.12 Resignation or withdrawal from the plan

If a professional leaves the employ of the College, retires or withdraws from the leave with deferred or advance pay plan, his/her participation in the plan shall end immediately, subject to the following terms and conditions:

- a) if the professional has already taken the leave, he/she shall refund, without interest, the amount received during the leave less the amounts already deducted from his/her salary during the work period in accordance with clause 8-12.08;
- b) if the professional has not yet taken the leave, the College shall refund, 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 in effect received since the beginning of his/her participation in the plan;
- c) if the professional is on leave, the amount owed by the professional or the College shall be established as follows: the amount received by the professional during the leave less the amounts already deducted from his/her salary during the work period in accordance with clause 8-12.08. If the result is negative, the College shall refund said balance to the professional. If the result is positive, the professional shall refund said balance to the College;
- d) a professional's rights with regard to pension plans shall be those which would have existed had he/she never participated in the leave with deferred or advance pay plan. Thus, if the leave has already been taken, the contributions made during that period shall make up for reduced contributions made during the work period; however, the professional may buy back any 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%] RRE and RRF). If the leave has not been taken, the contribution needed to recognize the total number of years worked shall be deducted from the salary refund made to the professional.

When the professional is obliged to reimburse the College, he/she may reach an agreement with the College as to the methods of payment.

8-12.13 Leave without pay

During the professional's participation in the plan, the total amount of leave without pay taken by the professional, for whatever reason, with or without authorization, shall not exceed twelve (12) months. Should the total amount of leave without pay, for whatever reason, with or without authorization, equal or exceed twelve (12) months, the professional's participation in the plan shall come to an end on the date the twelve (12)-month limit is reached, and the terms and conditions provided for in clause 8-12.12 shall apply, with the necessary adjustments.

In cases where the total amount of leave without pay taken by the professional, for whatever reason, with or without authorization, is less than twelve (12) months, the duration of the plan shall be extended for a period equal to the total amount of leave without pay.

8-12.14 Availability

In cases where a professional is placed on availability while participating in the plan, he/she shall continue to participate in the plan until he/she is relocated. When the professional is relocated before his/her participation in the plan ends, he/she may, subject to an agreement with the college to which he/she is relocated, complete the plan. Failing an agreement, his/her participation in the plan shall end and the provisions of clause 8-12.12 shall apply.

8-12.15 Death

In the event of the death of a professional participating in the plan, his/her participation in the plan shall come to an end on the date of death and the terms and conditions provided for in clause 8-12.12 shall apply. However, any surplus in salary paid to the professional shall not be claimed, and unpaid salary shall be reimbursed without being subject to a contribution to the pension plan.

8-12.16 Salary insurance

If a professional becomes disabled as defined in article 8-11.00 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 it shall be considered as beginning on the date the professional is due back to work at the end of his/her leave, according to the plan.

During his/her leave, the professional shall be entitled to his/her salary under the terms of the plan. Beginning on the date set for his/her return to work, if he/she is still disabled, he/she shall be entitled to the salary insurance benefits provided for in the collective agreement as long as he/she is covered by the plan. Salary insurance benefits shall be based on the salary provided for in the plan. If the professional is still disabled at the end of his/her participation in the plan, he/she shall receive salary insurance benefits based on his/her regular salary;

- b) if the disability occurs after the leave:
 - the professional's participation in the plan shall continue and salary insurance benefits shall be based on the salary provided for in the plan, as long as the disability lasts. If she/he is still disabled at the end of his/her participation in the plan, she/he shall receive salary insurance benefits based on his/her salary;
- c) if the disability occurs before the leave is taken and still exists at the time the leave is set to take place:
 - in this case, the professional in question may avail himself/herself of one of the following choices:
 - i) he/she may continue to participate in the plan and defer the leave until such time as he/she is no longer disabled. He/she shall then be entitled to salary insurance benefits based on the salary provided for in the plan. If the disability still exists in the last year of the plan, said plan may then be interrupted as of the beginning of the last year until the end of the disability. During this period of interruption, the professional shall be entitled to salary insurance benefits based on his/her salary;
 - ii) he/she may end his/her participation in the plan and thus receive the amounts that have not been paid as well as salary insurance benefits based on his/her regular salary. The unpaid amounts shall be subject to contributions to the pension plans;
- d) if the disability lasts for more than two (2) years:
 - during the first two (2) years, the professional shall be treated as defined above. At the end of the two (2) years, his/her participation in the plan shall end, and:
 - i) if the professional has already taken the leave, any surplus in salary paid to him/her shall not be claimed and all rights related to his/her pension plan shall be recognized (one [1] year of service for every year of participation in the plan);
 - ii) if the professional has not already taken the leave, any unpaid salary shall be reimbursed, without interest, and without being subject to contributions to the pension plan, and the disability benefit to which the professional is entitled under the terms of the pension plan shall be payable immediately.

8-12.17 Maternity or adoption leave

In the event that a maternity leave provided for in clause 8-6.06 or 8-6.07 or an adoption leave provided for in clause 8-6.29 or 8-6.30 takes place before or after the period of leave, participation in the plan shall be interrupted for a maximum period equivalent to the maximum duration of the leave and the plan shall be extended for the same amount of time.

In such a case, during the period of interruption, the provisions of article 8-6.00 shall apply.

However, if the maternity or adoption leave takes place prior to the leave, the professional may put an end to the plan. He/she shall then receive his/her unpaid salary, without interest, as well as the benefits to which he/she is entitled for the maternity or adoption leave. The amounts reimbursed shall be subject to contributions to the pension plan.

8-12.18 Special provision

In all cases where the professional does not take his/her leave within the duration of the plan, the College shall pay him/her, during the first (1st) taxation year following the end of his/her participation in the plan, the entire deferred salary.

Article 8-13.00 - Voluntary Reduction in Work Schedule Program

8-13.01

The provincial parties agree to the provisions provided for in Appendix "C" relating to the implementation of a voluntary reduction in work schedule program.

8-13.02

The local parties may agree, by means of local agreements, on different terms and conditions for such program.

Article 8-14.00 - Professional Practice and Responsibilities

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

8-14.01

Any document prepared by a professional in the exercise of his/her duties or under his/her supervision shall be signed by him/her. However, the use of the contents of such document shall remain the responsibility of the College. If the College publishes part or all of the document signed by the professional, under any form whatsoever, the name of the author, his/her professional title and the name of the college where he/she is employed shall appear on the published document.

8-14.02

Notwithstanding clause 8-14.01, no professional shall be obliged to sign a document that in all professional conscience he/she cannot sign, or to amend a document that he/she has signed and that he/she believes to be accurate on the professional level.

8-14.03

If the College publishes in whole or in part, under any form whatsoever, a document not signed by a professional, the College may not add the name of that professional.

8-14.04

No disciplinary action may be taken against a professional who has refused to sign a document that he/she in all professional conscience cannot approve.

8-14.05

The parties recognize as a basis for professional action the principles set forth in the codes of ethics of the corporations recognized by the Professional Code, subject to the provisions of this agreement.

8-14.06

The College may not oblige a professional to identify his/her sources of information of a confidential nature on the basis of which he/she has written a report.

8-14.07

When a professional is called as a witness before any civil or criminal court to divulge facts revealed to him/her in the exercise of his/her duties and he/she expects to be obliged to invoke professional confidentiality, he/she may, if he/she chooses, be accompanied by a lawyer selected and paid for by the College.

8-14.08

No complaint brought against a professional may be considered unless it is in writing, signed, and brought to the attention of the professional and forwarded at the same time to the Union. However, the content of the complaint shall be sent to the Union only upon the written authorization of the professional.

The professional may challenge in writing the accuracy of the complaint. This action shall be entered in the professional's file if the complaint is also entered. Any complaint and any action shall be withdrawn from the file six (6) months after being entered.

8-14.09

The College shall supply its professionals with a workplace suitable for the normal performance of their duties.

Article 8-15.00 - Travel Expenses

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

8-15.01

Transportation and all other expenses incurred during travelling by professionals in the performance of their duties shall be reimbursed according to the norms agreed upon by the parties, within the procedures set out in article 4-2.00.

If the parties do not agree, the standards applicable to professionals shall be those in effect at the College for its management personnel. The College shall inform the Union of these standards as promptly as possible.

8-15.02

A professional is not bound to use his/her own personal vehicle for travelling on the College's behalf.

Article 8-16.00 - Civil Liability

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

8-16.01

The College shall provide legal defence for any professional whose civil liability might be at issue through the performance of his/her duties, and agrees to make no claim against the professional in this regard.

Furthermore any absence resulting from the above shall not lead to a loss of pay or of any right.

8-16.02

Once the legal responsibility of the College has been established by a court of law or recognized by the College itself, the College shall indemnify any professional for the total or partial loss, theft or destruction of personal belongings which by their nature are normally brought to the College or used therein, unless the professional has shown gross negligence. In the event that such loss, theft or destruction is already covered by an insurance policy held by the professional, the compensation paid shall be equal to the loss actually incurred by the professional.

8-16.03

Subject to the policies concerning the use of equipment determined by the College, and unless the professional has displayed gross negligence, the College may not demand reimbursement for theft, damage or destruction of property borrowed from it by the professional for professional purposes.

Article 8-17.00 - Health and Safety

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

8-17.01

In order to ensure well-being and prevent work-related illnesses and accidents, the College agrees to maintain a high level of safe and hygienic working conditions. In particular, the College shall provide free of charge in its buildings the areas and equipment required by municipal by-laws, by internal College regulations, or by any other standards set by legislation concerning hygiene, health, well-being and safety.

8-17.02

A professional who discovers a dangerous situation or one that could prove to be dangerous, either for his/her own safety, or for that of other professionals, or for the public, shall immediately notify his/her immediate supervisor.

In such a case, the College shall immediately take all necessary steps required to remedy the situation.

8-17.03

The College shall supply free of charge to its professionals all special clothing required by regulations and standards decreed by legislation concerning hygiene, health and safety.

This special clothing remains the property of the College and its upkeep shall be the responsibility of the College.

8-17.04

Professionals shall have access to the same health services as are available to the students.

Article 8-18.00 - Parking

The following provisions are part of a recommendation made jointly by the Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) and are subject to the application of section 59 of Bill 37, if agreed upon and signed by the local parties.

8-18.01

The College agrees to provide professionals with parking facilities whenever possible, under conditions set by the College and after discussing the matter according to the procedures defined in article 4-2.00.

CHAPTER 9 - GRIEVANCE AND ARBITRATION PROCEDURE

Article 9-1.00 - Grievance Procedure

9-1.01

All grievances related to stipulations negotiated and agreed upon at the provincial level shall be filed and settled according to the provisions of this chapter.

9-1.02

To this end, the procedure described below shall be followed in order to reach a settlement as rapidly as possible.

9-1.03

Any professional may, if he/she wishes, meet with the College's representative at any time in order to attempt a settlement of any dispute between himself/herself and the College. The professional shall be accompanied by a Union delegate unless he/she refuses.

9-1.04

The Union or the professional wishing to file a grievance with respect to the stipulations negotiated and agreed upon at the provincial level shall submit it in writing to the College within thirty (30) working days after learning of the fact giving rise to the grievance and no later than six (6) months after the occurrence of the fact leading to the grievance.

If a group of professionals or the Union feels that it has a grievance, the Union may, within the time limits mentioned in this clause, submit this grievance in writing to the College. The procedure provided for in this article shall also apply to this form of grievance.

In the case of a grievance related to psychological harassment, the waiting period shall be ninety (90) days from the last occurrence of such behaviour.

9-1.05

For the purposes of submitting a written grievance, the appropriate form shall be completed by the professional or the Union, establishing the facts motivating the grievance, referring to the relevant stipulations negotiated and agreed upon at the provincial level and describing the desired corrective measure, without prejudice.

9-1.06

The College shall render its decision in writing to the professional concerned and to the Union within fifteen (15) working days following the filing of the grievance.

9-1.07

If the grievance is accompanied by a written request from the professional involved, or from the Union, or if the College so wishes, the parties shall meet within five (5) working days after the grievance is filed in order to discuss the matter. For the purposes of such meetings, the representatives of the parties shall be those entitled to represent them on the labour relations

committee. The professional concerned may attend the meeting after advising his/her immediate supervisor.

In such a case the College shall render its decision in writing to the professional and to the Union within fifteen (15) working days after the grievance has been filed.

9-1.08

In the situations described in clauses 9-1.06 and 9-1.07, if the meeting does not take place, or if the College does not give a reply, or if the reply is unsatisfactory, the Union may submit the grievance to arbitration within the time limit set out in clause 9-2.01.

9-1.09

The drafting of the grievance may be amended after submission, provided that the amendment does not alter the nature of the grievance. If an amendment is submitted within five (5) working days before the hearing, the College may request that the hearing be postponed.

A technical error in the drafting of a grievance, including a written presentation other than on the forms mentioned in this article, shall not affect its validity.

9-1.10

The deadlines set out in this article shall be respected. They may be extended only by a written agreement between the College and the Union.

Article 9-2.00 - Arbitration Procedure

9-2.01

When the Union submits a grievance to arbitration, it shall within sixty (60) working days after the expiry of the time limit set out in clause 9-1.06 or 9-1.07 give notice in writing to the chief presiding officer whose name appears in clause 9-2.08. Notwithstanding the preceding, if the College gives a written reply to the Union before the expiry of the time limit set out in clause 9-1.06 or 9-1.07, the period of sixty (60) working days shall begin on the date of the College's reply.

A copy of the notice of arbitration shall be sent to the College at the same time.

9-2.02

The Union shall send the chief presiding officer a copy of the written grievance along with the notice of arbitration.

9-2.03

Upon receiving a notice to the effect that a grievance is being submitted to arbitration, the records office shall open a file to which it assigns a case number and shall send the Union and the College an acknowledgment of receipt, indicating the case number and the date of receipt. The records office shall send the Fédération des cégeps, the Ministère and the union negotiating party concerned a copy of the notice of arbitration and the acknowledgment of receipt.

9-2.04

The representatives of the negotiating parties shall meet once a month to prepare the arbitration roll for the grievances to be settled before a single arbitrator.

However, should the local parties agree to refer any grievance to the accelerated arbitration procedure, the grievance shall must be settled according to the provisions of clause 9-3.03.

Should a grievance not be referred to the accelerated arbitration procedure, following a request made by either one of the parties when preparing the arbitration roll, the grievance shall be submitted to an arbitrator assisted by two assessors.

9-2.05

The chief presiding officer or chief clerk shall convene to a meeting by written notice sent at least ten (10) working days in advance the designated representatives of the Fédération des cégeps, the Ministère and the union negotiating party concerned to a meeting:

- a) to set a time, date and place for the first arbitration sessions;
- b) to select an arbitrator from the list in clause 9-2.08;
- c) to indicate the type of arbitration chosen.

The records office shall so notify the parties involved, the provincial Union, the Fédération des cégeps, the Ministère and the arbitrator, and provide the latter with a copy of the notices of grievance and arbitration.

Unless the arbitrator is hearing another grievance on the day in question, the party requesting a postponement of an arbitration hearing thirty (30) days or less before the date of such hearing shall pay the arbitrator a penalty of four hundred dollars (\$400) as a cancellation fee; if the postponement is by joint request, the cancellation fee shall be shared equally between the parties.

9-2.06

Within ten (10) working days following the meeting described in clause 9-2.04, the parties shall choose their assessor, if applicable, and inform the records office of their choice.

9-2.07

Any assessor appointed to assist the arbitrator shall be considered qualified to act, whatever his/her past or present activities or his/her functions with the Union, in the College or elsewhere.

9-2.08

The grievances submitted to arbitration in accordance with these stipulations shall be heard by a single arbitrator chosen by the chief presiding officer or by an arbitrator assisted, if applicable, by two assessors appointed in compliance with clause 9-2.06.

The negotiating parties agree that the persons mentioned in the following list shall act as arbitrators:

MÉNARD, Jean-Guy, chief presiding officer	
BEAULIEU, Francine	LUSSIER, Jean-Pierre
BLOUIN, Rodrigue	MORENCY, Jean M.
BOISVERT, Marc	MORIN, Fernand
BRAULT, Serge	NADEAU, Denis
CHOQUETTE, Robert	ROY, Jean-Guy
FERLAND, Gilles	SEXTON, Jean
FORTIER, François G.	TOUSIGNANT, Lyse
FORTIN, Pierre-A.	TREMBLAY, Denis
FRUMKIN, Harvey	TRUDEAU, Gilles
GOSSELIN, Ginette	VILLAGGI, Jean-Pierre
LAVERY, Daniel	

Any other person appointed by the negotiating parties may act as arbitrator.

However, in the case of a classification grievance as provided for in clause 6-1.04, the tribunal dealing with this grievance shall be made up of a single arbitrator chosen by the chief presiding officer or chief clerk from among the following persons:

BHÉRER, Jacques
BOISVERT, Marc
CHARLEBOIS, Paul
FERLAND, Gilles
GUILBERT, Marcel

The negotiating parties agree to revise the two lists of arbitrators appearing in this clause before May 1, 2006.

9-2.09

Once he/she is appointed, the chief presiding officer, before acting, shall be sworn in or agree on his/her honour before a Superior Court judge, to render decisions in accordance with the law, with the stipulations in this agreement negotiated and agreed upon at the provincial level, with fairness and in good conscience.

Once he/she is appointed, each arbitrator shall be sworn in or agree on his/her honour, before the chief presiding officer, for the duration of this collective agreement to render decisions in accordance with the law, with the stipulations in this agreement negotiated and agreed upon at the provincial level, with fairness and in good conscience.

9-2.10

Any vacancy shall be filled in accordance with the procedure established for the appointment of the arbitrator or the assessors.

9-2.11

In the case of arbitration with assessors, the arbitrator, alone or with only one (1) assessor shall not proceed unless one (1) assessor, having been duly summoned, does not appear for a first (1st) time and then for a second (2nd) time after receiving another written notice at least five (5) working days before a hearing or a deliberation.

9-2.12

The arbitrator shall proceed with the hearing as expeditiously as possible, in accordance with the procedures and judging the evidence as he/she deems appropriate.

The arbitrator shall also ensure the respect of the operating rules of the records office, particularly those set out in clause 9-3.04.

The arbitrator may impose a formal timetable for the hearings as he/she deems appropriate.

9-2.13

The arbitrator may not in any way amend, take away from or add to the stipulations of this agreement in his/her decision on a grievance.

9-2.14

When hearing a grievance, the arbitrator shall have the authority to uphold or reject the grievance in whole or in part and to establish the compensation he/she deems fair for losses due to the misinterpretation or improper application of the stipulations negotiated and agreed upon at the provincial level.

9-2.15

An arbitrator hearing a grievance as described in clause 6-1.04 shall have the jurisdiction described in that clause. In this regard the arbitrator shall refer to the classification plan. If the plan contradicts any of the stipulations negotiated and agreed upon at the provincial level, the latter shall take precedence.

9-2.16

A grievance dealing with an error in calculation of salary, or with an error in the evaluation of information produced within the proper time limits and on which the calculation of salary was based, may be submitted at any time. The professional shall have the right to the total amount he/she would have received if the error in calculation or in the evaluation of documents had not been committed.

9-2.17

When a grievance includes a claim for monetary compensation, the professional filing the grievance shall not be bound to establish the amount before having the arbitrator decide if he/she has a right to it.

If it is decided that the grievance is well-founded, and the parties cannot agree on the amount to be paid, a notice shall be sent to the same arbitrator asking for a final decision. The arbitrator may order that the amount due to the professional bear interest at the rate set out in the Labour Code (R.S.Q., c. C-27), starting from the date on which the amount came due.

9-2.18

When the arbitrator concludes that the grievance is justified, he/she shall have the power to compensate the plaintiff for the wrongs done to him/her.

9-2.19

When subsequent hearings must be held regarding the same grievance, the arbitrator shall fix the time, date and place and so inform the records office, who shall then inform the parties involved, the union negotiating party, the Fédération des cégeps, the Ministère and the assessors, if applicable. When the arbitrator is assisted by assessors, he/she shall also set the hour, date and place for any deliberation.

9-2.20

Arbitration hearings shall be open to the public. They shall take place at the College unless the parties decide otherwise, without rental fees. The arbitrator may order that a hearing be closed to the public.

9-2.21

The arbitrator shall render his/her decision within forty (40) working days following the end of the hearings unless the representatives of the parties agree in writing, before the end of this time limit, to extend the deadline. However, a decision shall not be null and void simply because it is rendered after the expiry of the time limit.

An arbitrator shall not be entrusted with the hearing of a new grievance if he/she has not rendered a decision within the required time limit, and for as long as he/she fails to render the decision.

9-2.22

The arbitrator's decision shall specify the grounds on which it is based, and shall be signed by the arbitrator.

The arbitrator shall file two (2) signed copies of the decision with the records office which shall be responsible for sending copies of the decision to the bodies mentioned in clause 9-2.03.

An arbitrator may at any time before the rendering of the final decision make any interlocutory decision he/she considers fair and useful.

The arbitrator's decision shall be final, operative and binding on both parties. It shall be carried out as expeditiously as possible, before the expiry of any deadline set out in the decision.

9-2.23

The union negotiating party, the Fédération des cégeps and the Ministère may, at any time before the presiding officer of the tribunal declares he has received from the representatives of the parties confirmation that all evidence has been presented, intervene and present before the tribunal any facts they deem relevant or appropriate.

9-2.24

At the request of one of the parties, the arbitrator may summon a witness. The summons must be served at least five (5) working days before the hearing.

The travel and accommodation expenses incurred by a witness, as well as the tax provided for in section 100.6 of the Labour Code (R.S.Q., c. C-27), if applicable, shall be refunded by the party who requested his/her appearance.

9-2.25

A party may demand the services of a court stenographer. It may also demand that the hearings be recorded on any recording device. The costs and fees arising from this demand shall be borne by the party making the request.

One (1) copy of the official transcribed stenographic notes and the recording, as the case may be, shall be submitted to the tribunal and one (1) copy shall be submitted to the other party, at the expense of the party that demanded the service.

9-2.26

The expenses and fees of the arbitrator shall be borne by the losing party.

However, in the case of a grievance concerning a dismissal, the expenses and fees of the arbitrator shall be paid by the Ministère.

In the case of a mitigated decision, the arbitrator shall determine how expenses will be shared.

These provisions apply to grievances filed after the date on which the agreement came into force.

The arbitrator's fees shall be paid only after the filing of two (2) signed copies of the decision with the records office.

9-2.27

The assessors shall be paid and reimbursed for their expenses by the parties they represent.

9-2.28

The costs of the records office as well as the salaries of its personnel shall be paid by the Ministère.

9-2.29

The arbitrator shall be responsible for conveying or otherwise making known to the parties any order or document emanating from him/her or the parties concerned.

9-2.30

When a professional resigns from his/her position at the College after a grievance concerning him/her has been sent to arbitration, the arbitrator shall have the authority to pronounce on the grievance provided the Union maintains it.

9-2.31

In the preparation of arbitration rolls, the provincial parties agree to grant priority to grievances concerning the application of the terms and conditions concerning job priority and job security and cases of suspension and dismissal. The same shall apply to grievances arising from the application of clauses 5-3.01, 5-3.02 and 5-3.06.

Article 9-3.00 - Other Procedures

9-3.01 Provincial committee for the settlement of grievances and other recourses arising from sections 39 and 45 of the Labour Code (R.S.Q., c. C-27)

The negotiating parties shall create a provincial committee for the settlement of grievances and other recourses arising from the application of the Labour Code. This committee shall include a representative of each party.

Its mandate shall be as follows:

- to adopt measures designed to reduce as much as possible the accumulated grievances according to the priorities and procedures determined by the committee;
- to guide the parties in finding the appropriate recourse;
- to make recommendations to the local parties before entering a file so as to assist them in reaching a settlement;
- to improve the scheduling of hearings and reduce the duration thereof.

9-3.02 Prearbitration Mediation

The College and the Union may agree to proceed with prearbitration mediation in dealing with certain grievances or recourses arising from the application of sections 39 and 45 of the Labour Code (R.S.Q., c. C-27) under the following conditions. The same shall apply to grievances arising from the application of clauses 5-3.01, 5-3.02 and 5-3.06.

To this end, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties a list of mediators chosen from the list provided for in clause 9-2.08. Once the parties have approved a name from this list, the records office shall set the date of the first mediation session as soon as possible.

Only an employee of the College and an employee or elected member of the Union may represent the parties; they may, however, after having informed the other party, call upon an advisor.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy with the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies with one of the offices of the Commission des relations du travail.

This procedure shall apply to every grievance or recourse or every group of grievances or recourses agreed upon by the College and the Union.

In the event that grievances sent to prearbitration mediation remain unresolved, the remaining grievances shall be dealt with according to the arbitration procedure agreed upon by the parties. The

remaining recourses shall be dealt with according to the provisions of the Labour Code (R.S.Q., c. C-27).

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process unless the parties agree otherwise in writing, prior to mediation.

The fees and expenses of the arbitrator who is mandated to act as a mediator shall be borne by the records office, as in the case of an arbitration mandate.

9-3.03 Accelerated Arbitration Procedure

1. **Admissible grievances**

Any grievance may be referred to this procedure provided that the parties (the College and the Union) explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting such agreement, shall be forwarded to the records office.

If the College and the Union fail to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, they may indicate such intent separately by forwarding a separate written notice to this effect to the records office along with a certified copy to the other party.

In the latter case, the written notice of the Union and that of the College must both be received by the records office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

2. **Arbitrator**

The arbitrator shall be appointed by the records office; he/she shall conduct an investigation, question the parties and witnesses, of whom the other party has been made aware, and may attempt to reconcile the parties either at their request or with their consent.

3. **Representation**

Only an employee of the College and an employee or elected member of the Union may represent the parties; they may, however, after having informed the other party, call upon an advisor.

4. **Duration of the hearing**

In general, a hearing lasts one (1) hour.

5. **Award**

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two [2] pages). This decision may not be cited or used by anyone in the arbitration of another grievance, unless this grievance is related to an identical dispute between the same college and members of the same union and deals with the same facts and causes.

The arbitrator shall render his/her decision and forward a copy to the parties within a maximum of five (5) working days following the hearing. He/she shall also file the signed original copy with the records office.

6. The provisions of articles 9-1.00 and 9-2.00 shall apply as adapted to the procedure, except for irreconcilable provisions.

9-3.04 Preparatory session

The attorneys assigned to any grievance heard according to the procedure provided for in article 9-2.00 shall inform the arbitrator and each other of the nature of the preliminary means they intend to use one (1) week prior to the hearing.

Every hearing under article 9-2.00 shall be scheduled by the records office; the attorneys, assessors, where applicable, and the arbitrator shall, however, use the first half ($\frac{1}{2}$) hour for a private preparatory session.

The purpose of the preparatory session shall be to:

- improve the arbitration process, make better use of the time invested therein and accelerate the holding of hearings;
- allow the parties to declare, if they have not already done so, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- define the dispute and identify the issues to be discussed in the course of the hearing;
- ensure the exchange of documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;
- analyze any other question which could simplify or accelerate the hearing.

CHAPTER 10 - GENERAL PROVISIONS

Article 10-1.00 - Final Provisions

10-1.01

The nullity of one clause of the collective agreement shall not imply the nullity of another clause or of the agreement as a whole.

10.1.02

The Appendices form an integral part of the collective agreement.

Article 10-2.00 - Publication of the Agreement

10-2.01

The employer negotiating party shall bear the costs of printing and distributing to each professional a document including the stipulations agreed upon at the provincial level and the agreement reached between the Fédération des cégeps and the FPPC pertaining to matters included in Schedule A 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). Two hundred (200) copies of this document shall be forwarded to the FPPC.

The employer negotiating party shall bear the costs of translating the document mentioned in the preceding paragraph. It will also bear the costs of printing and distributing the English version to each professional employed by an English-language College.

The French version of this agreement shall be the official version.

Article 10-3.00 - Effective Date and Duration of the Agreement

10-3.01

In accordance with the Act respecting conditions of employment in the public sector (S.Q., 2005, c. 43), the 2000-2002 collective agreement and its amendments shall be renewed and take effect on December 16, 2005.

However, under the Act, the provisions amending the renewed 2000-2002 collective agreement shall take effect:

- on December 16, 2005, for the provisions of Schedule 1 of the Act, except those related to parental rights, which shall take effect on January 1, 2006;
- on February 1, 2006, for the stipulations related to the agreement in principle reached between the Fédération du personnel professionnel des collèges (FPPC-CSQ) and the Comité patronal de négociation des collèges (CPNC) on December 14, 2005.

These provisions and stipulations shall be binding on the parties to this agreement and shall remain in effect until March 31, 2010. They shall remain in effect until they are renewed.

Unless otherwise stipulated, they shall not be retroactive.

Article 10-4.00 - Interpretation

10-4.01

The use of the feminine and masculine genders in the designation of different persons shall not modify in any way the rights and privileges that would have been applicable had this agreement been written using the masculine gender only; unless the context dictates otherwise, all rights and privileges mentioned herein shall apply equally to both men and women.

10-4.02

For the purpose of applying this collective agreement, faxes shall be a valid form of transmission of a written notice and may be used in any cases where the collective agreement refers to a specific mode of transmission.

APPENDIX "A"

MOVING EXPENSES

1.01 General provisions

The provisions of this appendix shall apply to any professional who, under the provisions concerning job priority or job security, is subject to a relocation involving a change in residence due to a change in zone.

When a professional is relocated to another zone, the moving expenses provided for in this appendix shall apply if the professional actually moves.

1.02 Authorization

The allowances provided for below shall be authorized and paid by the college the professional is leaving.

1.03 Leave for relocation

Any professional to whom a position is offered and who moves in accordance with clause 1.01 in order to accept such an offer shall be entitled to take leave from work:

- a) without loss of pay, for up to three (3) working days, excluding the time required for a return trip in order to look for a new home. In such a case, the College shall reimburse the professional for the cost of a return trip for the professional and his/her spouse, as well as their meal and lodging expenses for a period up to three (3) days, in accordance with the regulations concerning such expenses in effect at the College;
- b) without loss of pay, for a period of three (3) working days, in order to move from into his/her new home. In such a case, the travel, lodging and meal expenses of the professional and his/her dependents shall be reimbursed by the College in accordance with the regulations concerning such expenses in effect at the College.

1.04 Moving expenses

The College shall assume, upon presentation of supporting vouchers, the expenses incurred for the transportation of the furniture and personal effects of the professional concerned, including packing and unpacking and the cost of the insurance premium, or the cost of towing a mobile home, provided that the professional supplies, in advance, at least two (2) detailed bids for the costs to be incurred.

1.05

However, the College shall not pay the cost of transporting the professional'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 Storage costs for furniture and personal effects

When the professional cannot move immediately for reasons beyond his/her control, other than the construction of a new residence, the College shall pay the costs of storing the professional's furniture and personal effects and those of his/her dependents for a period of up to two (2) months.

1.07 Compensation for incidental expenses

The College shall pay a moving allowance of seven hundred fifty dollars (\$750) to any professional who is married or in a civil union and who is transferred, or two hundred dollars (\$200) if he/she is single, in compensation for any incidental moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the professional is assigned to a location where complete facilities are placed at his/her disposal by the College.

However, the seven hundred fifty dollar (\$750) moving allowance payable to a professional who is married or in a civil union and who is transferred shall also be payable to a single professional who maintains a residence.

1.08 Breaking of lease

The College shall pay the equivalent of one (1) month's rent to a professional who must leave a dwelling without a written lease. If there is a lease, the College shall pay up to three (3) month's rent to a professional who must break his/her lease, if and when the landlord demands compensation. In both cases, the professional must attest that the landlord's request is well founded and produce supporting documents.

1.09

If the professional chooses to sublet his/her dwelling, reasonable costs for advertising the sublet shall be assumed by the College.

1.10 Selling and purchasing a residence

a) The College shall pay a professional who must sell his/her house (principal residence) for the real estate agent's fees, upon presentation of the following documents:

- the contract with the real estate agent immediately after it is executed;
- the sales contract;
- the bill for the agent's fees;

- b) the College shall reimburse a professional who has sold his/her house because of a transfer and who buys another for the purpose of residing in the new location, for all notarial fees that the professional must pay;
- c) the College shall pay for the real cost of breaking the mortgage, if applicable;
- d) the College shall pay the real cost of the professional's ownership transfer tax, if applicable.

1.11 Costs of keeping an unsold house

When the house of the relocated professional 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, in this case, the College shall reimburse only the following expenses upon production of supporting documents, for a period of up to three (3) months:

- a) municipal and school taxes;
- b) the interest on the mortgage;
- c) the cost of the insurance premium.

1.12 Living expenses

When the professional cannot move immediately for reasons beyond his/her control, other than the construction of a new residence, the College shall reimburse the professional 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 of up to two (2) weeks.

1.13 Transportation costs

If the move is delayed with the authorization of the College and if the married professional's family is not relocated immediately, the College shall assume the professional's transportation 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) return trip, and once a month if the return distance to be covered exceeds five hundred kilometres (500 km), up to a maximum of one thousand six hundred kilometres (1 600 km) return trip.

1.14 Rental costs

If a relocated professional chooses not to sell his/her house (principal residence), he/she shall be covered by the provisions of this clause. In order to avoid a double financial burden for the professional 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 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 vouchers. Moreover, the College shall reimburse him/her for reasonable advertising costs and the cost of no more than two (2) trips incurred for the renting of his/her house, upon presentation of supporting vouchers and in accordance with the regulations concerning travel expenses in effect at the College.

APPENDIX "B"

**LIST OF ZONES TO WHICH EACH COLLEGE IS ATTACHED FOR THE PURPOSES OF
APPLYING JOB PRIORITY AND JOB SECURITY**

<u>COLLEGES</u>	<u>OTHER COLLEGES WITHIN THE ZONE</u>
ABITIBI-TÉMISCAMINGUE	—
AHUNTSIC	Saint-Jérôme, Montmorency, Montréal Island*, Lionel-Groulx, Édouard-Montpetit, Champlain (St-Lambert)
ALMA	Jonquière
ANDRÉ-LAURENDEAU	St-Jean-sur-Richelieu, Valleyfield, Montréal Island*, Édouard-Montpetit, Champlain (St-Lambert), Montmorency, Lionel-Groulx
ARVIDA	Jonquière, Chicoutimi
BAIE COMEAU	—
BEAUCE-APPALACHES	—
BOIS-DE-BOULOGNE	Saint-Jérôme, Montmorency, Lionel-Groulx, Montréal Island*, Édouard-Montpetit, Champlain (St-Lambert)
CHAMPLAIN (LENNOXVILLE)	Sherbrooke
CHAMPLAIN (ST-LAMBERT)	Montréal Island*, Montmorency, Édouard-Montpetit, Saint-Hyacinthe, Saint-Jean-sur-Richelieu
CHAMPLAIN (ST. LAWRENCE)	Québec City area**
CHICOUTIMI	Jonquière, Arvida
DAWSON	Montréal Island*, Saint-Jean-sur-Richelieu, Champlain (St-Lambert), Montmorency, Édouard-Montpetit, Lionel-Groulx
DRUMMONDVILLE	—
ÉDOUARD-MONTPETIT	Montréal Island*, Montmorency, Saint-Hyacinthe, Champlain (St-Lambert), Saint-Jean-sur-Richelieu
F.-X.-GARNEAU	Québec City area**

GASPÉSIE ET DES ÎLES	—
GASPÉSIE ET DES ÎLES (CARLETON)	—
GASPÉSIE ET DES ÎLES (GRANDE-RIVIÈRE)	—
GASPÉSIE ET DES ÎLES (ÎLES-DE-LA-MADELEINE)	—
GÉRALD-GODIN	Montréal Island*, Montmorency, Champlain (St-Lambert), Édouard-Montpetit, Lionel-Groulx, Valleyfield
GRANBY	—
HÉRITAGE	Outaouais
JOHN ABBOTT	Valleyfield, Champlain (St-Lambert), Montréal Island*, Édouard-Montpetit, Montmorency, Lionel-Groulx
INSTITUT MARITIME DU QUÉBEC À QUÉBEC (RIMOUSKI)	Québec city area**
JONQUIÈRE	Chicoutimi, Arvida, Alma
LA POCATIÈRE	—
LÉVIS-LAUZON	Québec City area**
LIMOILOU	Québec City area**
LIONEL-GROULX	Montmorency, Saint-Jérôme, Montréal Island*
MAISONNEUVE	Montréal Island*, Montmorency, Édouard-Montpetit, Lionel-Groulx, Saint-Jean-sur-Richelieu, Champlain (St-Lambert)
MARIE-VICTORIN	Montréal Island*, Édouard-Montpetit, Lionel-Groulx, Montmorency, St-Jérôme, Champlain (St-Lambert)
MATANE	—
MONT-LAURIER (ST-JÉRÔME)	—
MONTMORENCY	Montréal Island*, Lionel-Groulx, Saint-Jérôme, Édouard-Montpetit, Champlain (St-Lambert)

OUTAOUAIS	Héritage
RÉGIONAL DE LANAUDIÈRE	–
RIMOUSKI	–
RIVIÈRE-DU-LOUP	–
ROSEMONT	Montréal Island*, Champlain (St-Lambert), Lionel-Groulx, Saint-Jean-sur-Richelieu, Édouard-Montpetit, Montmorency
SAINT-FÉLICIEN	–
SAINT-HYACINTHE	Édouard-Montpetit, Champlain (St-Lambert)
SAINT-JEAN-SUR-RICHELIEU	Champlain (St-Lambert), Édouard-Montpetit, André-Laurendeau, Dawson, Rosemont, Vieux Montréal, Maisonneuve
SAINT-JÉRÔME	Lionel-Groulx, Montmorency, Bois-de-Boulogne, Ahuntsic, Saint-Laurent, Vanier
SAINT-LAURENT	Montréal Island*, Montmorency, Champlain (St-Lambert), Édouard-Montpetit, Saint-Jérôme, Lionel-Groulx
SAINTE-FOY	Québec City area**
SEPT-ÎLES	–
SHAWINIGAN	Trois-Rivières
SHERBROOKE	Champlain (Lennoxville)
SOREL-TRACY	–
THETFORD	–
TROIS-RIVIÈRES	Shawinigan
VALLEYFIELD	John Abbott, André-Laurendeau, Gérald-Godin
VANIER	Montréal Island*, Lionel-Groulx, Saint-Jérôme, Édouard-Montpetit, Champlain (St-Lambert), Montmorency
VICTORIAVILLE	–

VIEUX MONTRÉAL

Montréal Island*, Champlain (St-Lambert), Lionel-Groulx, Saint-Jean-sur-Richelieu, Édouard-Montpetit, Montmorency

* Montréal Island:

Collèges Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, Gérald-Godin, John Abbott, Maisonneuve, Marie-Victorin, Rosemont, Saint-Laurent, Vanier, Vieux Montréal

** Québec City area:

Collèges F.-X.-Garneau, Limoilou, Sainte-Foy, Lévis-Lauzon, Champlain (St. Lawrence), Rimouski (Le centre de Québec de l'Institut maritime du Québec)

APPENDIX "C"

VOLUNTARY WORKING TIME REDUCTION PROGRAM

1. The provincial parties agree on the following provisions relating to the establishment of a voluntary working time reduction program.
2. The program shall:
 - allow professionals to have more free time and to improve their quality of life at work in accordance with their personal values;
 - secure and foster employment;
 - save money.
3. The participation in this program shall be on a voluntary basis.
4. The program shall apply to regular full-time professionals who submit a request to that effect.

The College may not refuse such a request without reasonable grounds and shall discuss it beforehand in the labour relations committee.

5. A professional who wishes to avail himself/herself of this program shall submit a written request to the College at least twenty (20) working days before the proposed date of the beginning of the program, and indicate the date the program shall end. The Union shall be sent a copy of the request.

The program shall last twelve (12) months and may be renewed upon agreement between the College and the professional.

6. The professional may choose one of the following options:
 - a) the regular number of working hours shall be reduced by three (3) hours per week. The working hours shall be evenly spread over the four (4) days of work;
 - b) the regular number of working days shall be reduced by one (1) hour every two (2)-week period;
 - c) any other option agreed upon by the College and the Union for which they shall determine the extent of the benefits granted including conditions concerning overtime.
7. A professional who benefits from the program may be asked to do overtime.

Overtime implies all work required by the College and carried out by a regular professional outside his/her regular workday or workweek, as provided for in his/her program.

8. The professional shall be entitled to vacation in accordance with article 8-4.00 as if he/she were not participating in the program.
9. The number of days credited in accordance with clause 8-11.37 shall not be reduced in the case of a professional who participates in the program.

For administrative purposes, those days shall be converted into a bank of hours according to the regular number of hours provided for in clause 8-1.01 of the collective agreement.

This bank shall allow professionals participating in the program to receive a weekly salary corresponding to their reduced workweek. At the end of the contractual year, clause 8-11.37 shall apply.

10. During the program, the College shall continue to pay its contribution to the pension plan, as if the professional were not participating in the program, provided that the professional pays his/her contribution.
11. Professionals participating in the program shall be entitled to the number of statutory holidays provided for in clause 8-3.01. For administrative purposes, these days shall be converted into a bank of hours according to the regular number of hours provided for in clause 8-1.01 of the collective agreement.

This bank shall allow professionals to receive a weekly salary corresponding to their reduced workweek during the week in which they benefit from a statutory holiday. On June 30, the unused hours shall be converted into additional vacation time.

12. The professional shall accumulate seniority as if he/she were not participating in the program.
13. The professional may end his/her participation in the program by forwarding a written notice to this effect to the College at least thirty (30) days before his/her return, unless the parties decide otherwise.

APPENDIX "D"

**CLASSIFICATION – SPECIFIC CASES OF STUDENT AFFAIRS COUNSELLORS AND
STUDENT ACTIVITIES ANIMATORS**

Notwithstanding the first paragraph of clause 6-1.01, professionals classified as student affairs counsellors and student activities animators prior to the date the collective agreement comes into effect shall maintain said classification of student affairs counsellor or of student activities animator, along with all rights and benefits provided for in the collective agreement, even though these employment categories have been abolished.

These professionals shall perform the duties provided for in the classification plan issued by the employer negotiating party on June 1, 1987.

Following agreement with the College, a student affairs counsellor or student activities animator may be reclassified as a student life counsellor.

APPENDIX "E"

CLASSIFICATION – SPECIFIC CASE OF THE REGISTRAR

Notwithstanding the first paragraph of clause 6-1.01, professionals classified as registrars prior to the date the collective agreement comes into effect shall maintain said classification, along with all rights and benefits provided for in the collective agreement, even though this employment category has been abolished. These professionals shall perform the duties provided for in the classification plan issued by the employer negotiating party on June 7, 1976.

APPENDIX "F"

SALARY SCALES – COLLEGES

**Academic advisor (35 hours)
Analyst (35 hours)
Registrar* (35 hours)
(Annual rates)**

Class	Step	Rate until	Rate from	Rate from	Rate from	Rate as of
		2006-03-31	2006-04-01 to 2007-03-31	2007-04-01 to 2008-03-31	2008-04-01 to 2009-03-31	2009-04-01
		(\$)	(\$)	(\$)	(\$)	(\$)
	1	35 126	35 829	36 546	37 277	38 023
	2	36 417	37 145	37 888	38 646	39 419
	3	37 768	38 523	39 293	40 079	40 881
	4	39 201	39 985	40 785	41 601	42 433
	5	40 661	41 474	42 303	43 149	44 012
	6	42 168	43 011	43 871	44 748	45 643
	7	43 789	44 665	45 558	46 469	47 398
	8	46 241	47 166	48 109	49 071	50 052
	9	48 004	48 964	49 943	50 942	51 961
	10	49 845	50 842	51 859	52 896	53 954
	11	51 762	52 797	53 853	54 930	56 029
	12	53 747	54 822	55 918	57 036	58 177
	13	55 825	56 942	58 081	59 243	60 428
	14	57 995	59 155	60 338	61 545	62 776
	15	60 285	61 491	62 721	63 975	65 255
	16	61 769	63 004	64 264	65 549	66 860
	17	63 286	64 552	65 843	67 160	68 503
	18	64 870	66 167	67 490	68 840	70 217

* This employment category and its corresponding salary scale shall apply in accordance with the provisions of the collective agreement.

SALARY SCALES – COLLEGES

**Guidance counsellor (35 hours) or
Counsellor in academic training (35 hours)
Education advisor (35 hours)
Psychologist or counsellor in re-education (35 hours)
(Annual rates)**

Class	Step	Rate until	Rate from	Rate from	Rate from	Rate as of
		2006-03-31	2006-04-01 to 2007-03-31	2007-04-01 to 2008-03-31	2008-04-01 to 2009-03-31	2009-04-01
		(\$)	(\$)	(\$)	(\$)	(\$)
	1	34 510	35 200	35 904	36 622	37 354
	2	35 823	36 539	37 270	38 015	38 775
	3	37 187	37 931	38 690	39 464	40 253
	4	38 605	39 377	40 165	40 968	41 787
	5	40 075	40 877	41 695	42 529	43 380
	6	41 617	42 449	43 298	44 164	45 047
	7	43 250	44 115	44 997	45 897	46 815
	8	46 157	47 080	48 022	48 982	49 962
	9	47 981	48 941	49 920	50 918	51 936
	10	49 878	50 876	51 894	52 932	53 991
	11	51 869	52 906	53 964	55 043	56 144
	12	53 944	55 023	56 123	57 245	58 390
	13	56 145	57 268	58 413	59 581	60 773
	14	58 405	59 573	60 764	61 979	63 219
	15	60 801	62 017	63 257	64 522	65 812
	16	62 297	63 543	64 814	66 110	67 432
	17	63 830	65 107	66 409	67 737	69 092
	18	65 425	66 734	68 069	69 430	70 819

SALARY SCALES – COLLEGES

Information officer (35 hours)
 Student activities animator* (35 hours)
 Pastoral animator (35 hours)
 Finance officer (35 hours)
 Administration officer (35 hours)
 Librarian (35 hours)
 Academic and vocational information counsellor (35 hours)
 Student life counsellor (35 hours)
 Measurement and evaluation advisor (35 hours)
 Student affairs counsellor* (35 hours)
 Specialist in teaching methods and techniques (35 hours)
 Social worker or Social service officer(35 hours)
 (Annual rates)

Class	Step	Rate until	Rate from	Rate from	Rate from	Rate as of
		2006-03-31	2006-04-01 to 2007-03-31	2007-04-01 to 2008-03-31	2008-04-01 to 2009-03-31	2009-04-01
		(\$)	(\$)	(\$)	(\$)	(\$)
	1	33 931	34 610	35 302	36 008	36 728
	2	35 063	35 764	36 479	37 209	37 953
	3	36 279	37 005	37 745	38 500	39 270
	4	37 538	38 289	39 055	39 836	40 633
	5	38 845	39 622	40 414	41 222	42 046
	6	40 193	40 997	41 817	42 653	43 506
	7	41 583	42 415	43 263	44 128	45 011
	8	43 793	44 669	45 562	46 473	47 402
	9	45 357	46 264	47 189	48 133	49 096
	10	47 001	47 941	48 900	49 878	50 876
	11	48 684	49 658	50 651	51 664	52 697
	12	50 465	51 474	52 503	53 553	54 624
	13	52 321	53 367	54 434	55 523	56 633
	14	54 242	55 327	56 434	57 563	58 714
	15	56 237	57 362	58 509	59 679	60 873
	16	57 621	58 773	59 948	61 147	62 370
	17	59 037	60 218	61 422	62 650	63 903
	18	62 475	63 725	65 000	66 300	67 626

* This employment category is now excluded from the classification plan. It shall only be maintained for professionals who were so classified before the 1989-1992 collective agreement comes into force and who perform the duties provided for in the classification plan issued by the employer negotiating party on June 1, 1987.

APPENDIX "G"

GRADUAL RETIREMENT PROGRAM

ELIGIBILITY

1. The purpose of the gradual retirement program shall be to permit regular professionals who participate in one of the pension plans currently in effect (RRF, RREGOP or RRE), to reduce the amount of time worked for a period of one (1) to five (5) years. The amount of time worked shall not be less than forty per cent (40%) or more than eighty per cent (80%) of the regular workweek.

CONDITIONS OF PARTICIPATION

2. The gradual retirement program is subject to the agreement of the College.

The professional must be eligible for retirement and must undertake to retire at the end of the program.

A professional who wishes to participate in the gradual retirement program shall 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 from twelve (12) to sixty (60) months;
- b) the number of hours worked per week, which may never be less than forty per cent (40%) of the professional's regular work schedule;
- c) the weekly work schedule.

At the end of the program, the professional shall retire.

A professional shall be eligible only once for the gradual retirement program.

3. The percentage of the regular workweek, the number of hours worked per week or the work schedule may be modified during the course of the program if so agreed upon by the College and the professional.

If for reasons beyond his/her control (e.g. strike, lockout or corrections made to his/her service record), the professional is not eligible for retirement at the end of the program, the program shall be extended until he/she becomes eligible for retirement.

RIGHTS AND BENEFITS

4. The professional shall continue to accumulate seniority and job experience as if he/she were not participating in the program.
5. While participating in the program, and for the purposes of eligibility for retirement, the professional shall be credited with the full-time or part-time service completed prior to the beginning of the program. The same shall apply in the calculation of his/her retirement benefits or other allowances in the event of his/her death.
6. While participating in the program, the professional shall make his/her contributions to the retirement plan on the basis of his/her admissible salary and its progression and of the time worked (full-time or part-time) prior to the beginning of the program.
7. While the professional is participating in the program, the College shall continue to contribute to the health insurance plan on the basis of the amount of time the professional worked prior to the beginning of the program. The professional benefited from the basic life insurance plan prior to the beginning of the program.
8. Should the professional become disabled while participating in the gradual retirement program, he shall be exempted from contributions to the retirement plan on the basis of his/her admissible salary and of the amount of time worked prior to the beginning of the program.
9. If the professional is disabled, the salary insurance plan shall apply on the basis of the professional's salary and the amount of time worked up to the effective date of retirement.
10. A professional who has accumulated a number of cash-convertible days of sick leave under a prior collective agreement may substitute such leave, in part or in whole, for his/her regular work under the terms of the agreement, provided that his/her prior collective agreement so allows.
11. Should the professional's position be abolished, if she/he is entitled to job security, he/she shall remain subject to the provisions of articles 5-4.00 and 5-6.00. In that case, the gradual retirement program may be transferred to the new college if an agreement can be reached with the new college.

TERMINATION OF THE PROGRAM

12. The gradual retirement program shall be terminated in the following cases:
 - a) retirement;
 - b) death;
 - c) resignation;
 - d) withdrawal with the college's approval;
 - e) lay-off;
 - f) dismissal;
 - g) relocation to another college, subject to the provisions of paragraph 11.

13. When the program is terminated, the agreement between the professional and the College also ends and the periods of service credited to the professional for purposes of retirement while participating in the program shall be maintained. If applicable, contributions to the retirement plan that have not been paid, along with the cumulated interest, shall remain credited to the professional.

GENERAL PROVISIONS

14. Subject to the provisions of this appendix, a professional who participates in the gradual retirement program shall be governed by the provisions of the collective agreement relating to part-time professionals.

APPENDIX "H"

REGIONAL DISPARITIES

1.00 SECTION I - DEFINITIONS

For the purposes of this appendix, the following terms shall mean:

1.01

1. Dependent

The spouse and dependent child as defined in clause 8-11.02 and any other dependent as defined in the Taxation Act (R.S.Q., c. I-3), provided that the latter resides with the professional. However, for the purposes of this appendix, employment income earned by the professional's spouse shall not nullify the latter's status as dependent. Similarly, the fact that a child attends a secondary school declared to be of public interest and located elsewhere than in the professional's place of residence shall not nullify his/her status as a dependent if no public secondary school is accessible where the professional lives.

Similarly, the fact that a child attends a preschool or elementary school declared to be of public interest and located elsewhere than in the professional's place of residence shall not nullify his/her status as a dependent if no preschool or elementary school of public interest, as the case may be, is accessible in the child's language of instruction (French or English) where the professional lives.

2. Point of departure

The domicile at the time of hiring, in the legal sense of the word, insofar as the domicile is situated in Quebec. The said point of departure may be modified by an agreement between the College and the professional provided that it is in Québec.

The fact that a professional already covered by this appendix changes college shall not modify his/her point of departure.

1.02 Sector

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, to the East of Rivière Moisie up to Havre-Saint-Pierre;
- the Îles-de-la-Madeleine.

Sector III

- The territory situated North of the fifty-first (51st) parallel including Mistissini, Kuujjuaq, Kuujjuarapik, Whapmagoostui, Chisasibi, Radisson, Schefferville, Kawawachikamach and Waswanipi, except for Fermont and the localities mentioned in Sector IV;
- the localities of Parent, Sanmaur and Clova;
- the territory of the Côte-Nord, extending to the East of Havre-Saint-Pierre up to the border of Labrador, including Île-d'Anticosti.

Sector IV

- The localities of Wemindji, Eastmain, Waskaganish, Nemiscau, Inukjuak, Puvirnituk and Umiujaq.

Sector V

- The localities of Akulivik, Aupaluk, Ivujvik, Kangiqsualujjuaq, Kangiqsujaq, Kangirsuk, Quaqaq, Salluit and Tasiujaq.

2.00 SECTION II - LEVEL OF PREMIUMS

2.01

A professional working in one of the above sectors shall receive an annual isolation and remoteness premium of:

		Rate until 2006-03-31	Rate from 2006-04-01 to 2007-03-31	Rate from 2007-04-01 to 2008-03-31	Rate from 2008-04-01 to 2009-03-31	Rate as of 2009-04-01
	SECTOR	Yearly (1)	Yearly (2)	Yearly (3)	Yearly (4)	Yearly (5)
With dependent(s)	Sector I	\$6 962	\$7 101	\$7 243	\$7 388	\$7 536
	Sector II	\$8 610	\$8 782	\$8 958	\$9 137	\$9 320
	Sector III	\$10 834	\$11 051	\$11 272	\$11 497	\$11 727
	Sector IV	\$14 089	\$14 371	\$14 658	\$14 951	\$15 250
	Sector V	\$16 621	\$16 953	\$17 292	\$17 638	\$17 991
No dependent(s)	Sector I	\$4 869	\$4 966	\$5 065	\$5 166	\$5 269
	Sector II	\$5 739	\$5 854	\$5 971	\$6 090	\$6 212
	Sector III	\$6 773	\$6 908	\$7 046	\$7 187	\$7 331
	Sector IV	\$7 993	\$8 153	\$8 316	\$8 482	\$8 652
	Sector V	\$9 428	\$9 617	\$9 809	\$10 005	\$10 205

2.02

A part-time professional working in one of the above sectors shall be paid a premium in proportion to the number of hours worked.

2.03

The amount of the isolation and remoteness premium paid to the professional shall be adjusted in proportion to the duration of the assignment actually spent in the territory of the College in the sector concerned.

2.04

A professional on maternity or adoption leave who remains in the territory during the leave shall continue to benefit from the provisions of this appendix.

2.05

If both members of a couple 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 professionals with dependents, if he/she has one or more dependents other than his/her spouse. If he/she has no dependents other than his/her spouse, each shall be entitled to the premium appearing in the "without dependents" scale, notwithstanding the definition of the term "dependent" in Section I of this appendix.

2.06

Subject to clause 2.03, the College shall cease to pay the isolation and remoteness premium provided for in this section if the professional and his/her dependents deliberately leave the territory during a leave or leave with pay for more than thirty (30) days, except if on annual vacation, a statutory holiday, sick leave, maternity leave, adoption leave or leave due to a work accident.

3.00 SECTION III - OTHER BENEFITS

3.01

The College shall assume the following expenses incurred by any candidate recruited in Québec from more than fifty kilometres (50 km) away from the locality where he/she is required to perform his/her duties, provided that it is situated in the sector concerned:

- a) the transportation expenses of the transferred professional 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) or over;
 - one hundred thirty-seven kilograms (137 kg) for each child under twelve (12) years old;
- c) the cost of transporting his/her furniture (including household utensils), if applicable, other than those provided by the College;
- d) the cost of transporting his/her vehicle, if need be, by road transport, boat or train;
- e) the cost of storing his/her furniture, if applicable.

3.02

A professional shall not be entitled to reimbursement for his/her expenses if he/she is in breach of contract to go work for another employer before the sixty-first (61st) day of his stay in the territory unless the Union and the College agree otherwise.

3.03

If a professional who is eligible for the provisions of paragraphs b), c) and d) of clause 3.01 decides not to avail himself/herself of some or of all of them immediately, he/she shall remain eligible for the said provisions during the year following the date on which his/her assignment began.

3.04

These expenses shall be payable provided that the professional is not reimbursed for these expenses by another plan, such as the federal labour mobility plan or his/her spouse has not received an equivalent benefit from his/her employer or from another source and solely in the following cases:

- a) the professional's first assignment:
 - from the point of departure to the place of assignment;
- b) a subsequent assignment or transfer at the request of the College or the professional:
 - from one place of assignment to another;
- c) the breach of contract, resignation or death of the professional:
 - from the place of assignment to the point of departure; such reimbursement shall be prorated according to the amount of time actually worked in proportion to a reference period equal to one (1) year, except in the event of death;
- d) when a professional obtains a leave to pursue his/her studies:
 - from the place of assignment to the point of departure; in this case, the expenses covered in Section III shall also be payable to the professional whose point of departure is situated fifty kilometres (50 km) away or less from the locality where he/she performs his/her duties.

3.05

For the purposes of this appendix, these expenses shall be borne by the College from the point of departure to the place of assignment or shall be reimbursed upon presentation of supporting documents.

If a professional is recruited from outside Québec, these expenses shall be assumed by the College up to the equivalent travelling expenses between Montréal and the locality where the professional is called to perform his/her duties.

If both spouses, within the meaning of clause 8-11.02, work for the same College, only one (1) may avail himself/herself of the benefits granted under this appendix.

3.06

The weight of two hundred twenty-eight kilograms (228 kg) provided for in paragraph b) of clause 3.01 shall be increased by forty-five kilograms (45 kg) per year of service in the College's employ in the territory. This provision shall cover the professional only.

4.00 SECTION IV - REIMBURSEMENT OF TRANSIT EXPENSES

4.01

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

These expenses shall be limited to the amounts provided for in the relevant provisions of the collective agreement or, failing that, in accordance with the regulations applicable to all professionals established by the College.

5.00 SECTION V - DEATH OF THE PROFESSIONAL

5.01

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

6.00 SECTION VI - PROVISIONS OF PREVIOUS COLLECTIVE AGREEMENTS

6.01

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

- retention premiums;
- the definition of "point of departure" provided for in Section I;
- the level of premiums and the calculation of the premium for part-time professionals provided for in Section II;
- the reimbursement of the moving-related expenses of candidates recruited from outside Québec, as provided for in Section III.

APPENDIX "I"

**LETTER OF AGREEMENT REGARDING THE ABOLISHMENT OF THE JOINT
INSURANCE COMMITTEE**

The joint insurance committee provided for in the 2000-2002 agreement shall continue to function until it is replaced by the CSQ insurance committee provided for in this collective agreement. The CSQ shall send the CPNC notice informing it of the composition and effective date of the CSQ insurance committee. The joint committee shall transfer its assets and liabilities to the insurance committee and cease to exist on the date set in the notice provided for in this paragraph or, at the latest, on June 30, 2006.

APPENDIX "J"

PROVINCIAL COMMITTEE ON THE DUTIES OF PROFESSIONALS

The parties agree to set up, within ninety (90) days following the signing of this collective agreement, a provincial committee made up of two (2) representatives of the union negotiating party and two (2) representatives of the employer negotiating party.

The committee's mandate shall be as follows:

- a) to propose mechanisms for facilitating the complementarity of duties between professionals and professors;
- b) to submit recommendations to the colleges and unions.

The union negotiating party shall benefit from a bank of one hundred thirty (130) working days without loss of pay and without reimbursement for the purposes of committee operations, for the duration of the collective agreement.

In carrying out its mandate, the committee shall refer to the classification plan for professionals.

APPENDIX "K"

DISTRIBUTION OF THE \$117 680 MENTIONED IN CLAUSE 7-2.01

COLLEGE	Amount
Abitibi-Témiscamingue	\$4 968
Ahuntsic	\$2 038
Alma	\$2 464
André-Laurendeau	\$2 000
Baie-Comeau	\$4 186
Beauce-Appalaches	\$2 482
Bois-de-Boulogne	\$2 000
Champlain	\$2 790
Chicoutimi	\$3 032
Dawson	\$2 265
Drummondville	\$2 245
Edouard-Montpetit	\$2 387
François-Xavier-Garneau	\$2 212
Gaspésie et des îles	\$5 462
Gérald-Godin	\$1 756
Granby Haute-Yamaska	\$2 223
Heritage	\$1 879
John Abbott	\$1 959
Jonquière	\$3 022
Lanaudière	\$2 325
La Pocatière	\$2 997
Lévis-Lauzon	\$2 000
Limoilou	\$2 120
Lionel-Groulx	\$1 938
Maisonneuve	\$2 181
Marie-Victorin	\$1 990
Matane	\$2 950
Montmorency	\$2 000
Outaouais	\$2 148
Rimouski	\$2 293
Rivière-du-Loup	\$2 495
Rosemont	\$2 000
Saint-Félicien	\$2 562
Saint-Hyacinthe	\$2 000
Saint-Jean-sur-Richelieu	\$1 853
Saint-Jérôme	\$1 836
Saint-Laurent	\$2 000

COLLEGE	Amount
Sainte-Foy	\$2 000
Sept-Îles	\$4 660
Shawinigan	\$1 710
Sherbrooke	\$2 065
Sorel-Tracy	\$2 252
Thetford	\$2 368
Trois-Rivières	\$2 644
Valleyfield	\$2 233
Vanier	\$1 990
Victoriaville	\$2 578
Vieux Montréal	\$2 120

APPENDIX "L"

GRIEVANCES SUBMITTED TO ARBITRATION

Grievances submitted to arbitration according to the provisions of a previous collective agreement concerning professionals employed by colleges affiliated with the FPPC shall be decided in compliance with those provisions.

Notwithstanding the preceding, and except for grievances that have already been referred to a tribunal, these grievances shall be submitted to a single arbitrator or to an arbitrator assisted by assessors whose names appear in clause 9-2.08 of this collective agreement.

Moreover, the parties may refer to the provisions of article 9-3.00.

APPENDIX "M"

**LETTER OF AGREEMENT CONCERNING THE IMPROVEMENT
OF THE ARBITRATION SYSTEM**

The negotiating parties agree to study the possibility of improving the arbitration system by May 1, 2006.

APPENDIX "N"

**TRANSITIONAL MEASURE CONCERNING THE APPLICATION OF
CLAUSE 1-1.28**

Any special project under way for four (4) years or more at the time this collective agreement is signed shall become a position or end on the renewal date of the special project in question following a decision made by the College to this effect. This decision shall be transmitted to the professional concerned and to the Union at least thirty (30) days before the renewal date of the special project in question.

If the College's decision is to end the special project in question, the tasks associated with the project shall end on the date of renewal of the project.

APPENDIX "O"

**TRANSITIONAL MEASURE CONCERNING THE APPLICATION OF
ARTICLE 7-1.00**

For 2005-2006, the allowance provided in the previous collective agreement shall be adjusted as of February 1, 2006, from the amount provided for in clause 7-1.01 in proportion to the period from February 1 to June 30, 2006, as follows:

- $\$170$ (new amount) - $\$75$ (previous amount) = $\$95$ (adjusted amount)
- $\$95 \times 5/12$ (prorated) = $\$39.60$ (adjusted prorated amount)
- $\$39.60$ (additional amount for the period from February 1, 2006, to June 30, 2006)

APPENDIX "P"

TRANSITIONAL MEASURE FOR THE APPLICATION OF ARTICLE 7-2.00

Article 7-2.00 of the 2000-2002 collective agreement shall continue to apply until June 30, 2006.

Article 7-2.00 of this agreement shall take effect on July 1, 2006.

APPENDIX "Q"

**AGREEMENT PERTAINING TO SENIORITY AND
GRIEVANCES AND ARBITRATION**

For the purposes of applying the agreement reached on September 13, 1989, between the Fédération des cégeps and the Fédération des personnes professionnelles des collèges (FPPC - CSQ), the College and the Union agree on the following with regards to the provisions relating to seniority, grievances and arbitration provided for in Schedule A 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):

With the coming into effect of the provisions agreed upon at the provincial level relating to the 1989-1991 collective agreement, the provisions in effect up until that time, in accordance with Schedule A, I - College sector, b) with regards to professional personnel:

- 11 Seniority (subject to calculations on relocations) shall be repealed and replaced mutatis mutandis by the provisions agreed upon at the provincial level between the FPPC and the CPNC.
- 22 Grievances and Arbitration (bearing solely on matters negotiated at the local level) shall be repealed and replaced by the provisions agreed upon at the provincial level between the FPPC and the CPNC.

APPENDIX "R"

**EFFECT OF THE QPIP, THE EMPLOYMENT INSURANCE ACT OR THE
ACT RESPECTING LABOUR STANDARDS ON PARENTAL RIGHTS**

Should amendments be made to the Québec Parental Insurance Plan, the Employment Insurance Act (S.C. 1996, c. 23) or the Act respecting labour standards (R.S.Q., c. N-1.1) respecting parental rights, the parties agree to meet to discuss the possible implications of these amendments for the current parental rights plan.

APPENDIX "S"

LIST OF ORGANIZATIONS WHOSE STANDARDS OF REMUNERATION AND SALARY SCHEDULES ARE DETERMINED BY THE GOVERNMENT

List of organizations whose conditions or standards of remuneration and salary schedules, by law as of February 7, 2005, are determined by the Government or in accordance with conditions defined by the Government

Agence des partenariats public-privé du Québec
Agence métropolitaine de transport
Autorité des marchés financiers
Bibliothèque et Archives provinciales du Québec
Caisse de dépôt et placement du Québec
Centres d'aide juridique
Commission de la capitale provinciale
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 provinciale de police du Québec
École provinciale 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 provincial de la santé publique
Investissement Québec
Musée d'art contemporain de Montréal
Musée de la civilisation
Musée provincial 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 "T"

LETTER OF INTENT CONCERNING THE PENSION PLANS

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, 3 and 6 of this appendix to the Act respecting the Government and Public Employees Retirement Plan (RREGOP); the amendments prescribed in sections 2 and 4 to the Act respecting the Teachers Pension Plan (RRE) and to the Act respecting the Civil Service Superannuation Plan (RRF); and the amendments prescribed in sections 2 and 5 to the Act respecting the pension plan of certain teachers (RRCE), where applicable.

Unless otherwise indicated, the amendments shall take effect on January 1, 2000.

2. AMENDMENTS TO RREGOP, THE RRE, THE RRF AND THE RRCE

2A. Definition of "spouse"

The definition of "spouse" provided for in the RREGOP, the RRE, the RRF and the RRCE is amended in order to recognize common-law spouses after one (1) year of cohabitation if:

- a child was born or is to be born of this relationship; or
- the spouses jointly adopted a child during their relationship; or
- one of the spouses has adopted the other's child during their relationship.

2B. Compensation for actuarial reduction

A member of the RREGOP, the RRE, the RRF or the RRCE who is eligible for an actuarially reduced retirement pension when he/she retires may offset all or part of the actuarial reduction by paying the required amounts to the CARRA.

The current actuarial assumptions used to calculate the amount of compensation must be amended so that the benefit creates neither an actuarial surplus or a deficit in the pension plans.

The new assumptions and their terms and conditions of application shall be determined by the RREGOP pension committee representing bargainable employees. These principles shall take effect January 1, 2001, and apply to individuals whose retirement date is effective on or after that date.

2C. Exemption from contributions

The period giving a member entitlement to a contribution holiday under section 21 of RREGOP, section 18 of the RRE and section 60 of the RRF shall be increased from two (2) to three (3) years within the limits of the tax rules. The pensionable salary recognized shall be the salary that the employee would have received had he/she remained at work, unless he/she is covered by a salary insurance plan which provides that the insurer shall pay the contributions on a higher pensionable salary.

However, this provision cannot have the effect of extending the employment relationship currently prescribed in the collective agreements. Also, the period of exemption from contributions shall be extended to three (3) years, even if the employee is no longer eligible for the salary insurance benefits during that period.

A member who is declared disabled at the end of the twenty-four (24)-month contribution holiday shall be presumed disabled for a third (3rd) year for the purposes of exemption from contributions, unless he/she resumes pension plan contributions when he/she returns to work, dies or retires before the expiry of that period.

This new provision shall apply to disabled members whose exemption period began on or after January 1, 1998.

2D. Members suffering from a disability within the meaning of section 93 of the Act respecting industrial accidents and occupational diseases

The parties agree to mandate the RREGOP pension committee representing bargainable employees to adopt measures enabling a disabled member, within the meaning of section 93 of the Act respecting industrial accidents and occupational diseases, to continue to participate in his/her pension plan if he/she elects to contribute in accordance with section 116 of the said Act.

3. OTHER AMENDMENTS TO THE RREGOP

3A. Participants' contribution rate

As of January 1, 1999, the rate of contribution to the RREGOP has been set at 6.20%. Since the reduced contribution rate could not be applied in 1999, the rate applicable in 2000 and 2001 shall be 5.35%.

As of January 1, 2002, the contribution rate is 6.20%, subject to the actuarial valuation of the plan produced on the data established at December 31, 1999.

Despite the contribution rate in effect on January 1, 1999, a member shall not be entitled to a reimbursement of contributions to cover the difference in contribution rate between 7.95% and 6.20% for 1999.

3B. Addition of two new permanent eligibility requirements for a retirement pension with no actuarial reduction

- 60 years of age;
- 35 years of service.

However, the normal retirement age remains 65 years of age.

3C. Revaluation of certain years of service

The years of service giving entitlement to a pension credit or a paid-up annuity certificate referred to in the fourth paragraph of section 221.1 or credited for eligibility for a retirement pension despite a transfer to a locked-in retirement account (LIRA) shall be revalued in accordance with the requirements of tax legislation by a life annuity of 1.1% of the average salary for the calculation of the amount of retirement pension per year of service thus credited. The life annuity shall be transferable to the spouse under the terms and conditions of the plan.

An amount of two hundred thirty dollars \$230 shall be added to the life annuity for each of the years considered and shall be payable up to age 65.

The sum of these two benefits shall be payable on the same date as the retirement pension, reduced actuarially, where applicable, by the same percentage as the annuity and indexed annually to the CPI - 3%.

The revaluation prescribed in the first paragraph shall be taken into account in estimating the benefit payable to a member who dies or leaves before qualifying for retirement. However, it cannot be granted to a pensioner who returns to work after December 31, 1999 or at another date.

When a member benefits from a revaluation of certain years, the total of the retirement pension, the additional benefits and the pension credits must not exceed the amount of the annuity to which 35 years of credited service entitle him/her. The maximum amount of the revaluation payable shall be determined under Schedule 1.

An employee who has retired since January 1, 2000, must submit an application for redemption of service before December 31, 2000, if he/she wishes to redeem certain periods of service and have them taken into account. The CARRA must take the necessary measures to inform all the RREGOP members who have retired since January 1, 2000, of the deadline by which to submit their application for redemption of service.

3D. Indexation of retirement pensions

For service accrued after December 31, 1999, the retirement pension shall be indexed annually according to the more advantageous of the following two formulas:

- the rate of increase of the consumer price index exceeding 3% (CPI - 3%);
- fifty per cent (50%) of the rate of increase of the consumer price index.

If a member has more than 35 years of credited service, the indexation formula applicable to his/her retirement pension must take into account the best years of service for the purposes of calculating indexation.

3E. Years of service credited for eligibility for retirement purposes

The same service shall be credited for a member who holds a position at least one (1) day in a calendar year as for a full-time member. This shall also apply to a person on a leave without pay, even if the leave runs from January 1 to December 31 of a given year.

The time thus credited must be time not worked after December 31, 1986.

For the first year and last year of membership in the pension plan or the transfer carried out when membership ceases, the service credited shall include the period between the date on which membership began and December 31 of the year in question or between January 1 of the year in question and the date on which employment ended.

When a pensioner returns to work, the eligibility requirements shall not be revised to take into account any new service for eligibility purposes.

Service credited for eligibility for retirement purposes shall not entail a change in the calculation of the average salary for the purposes of pension calculation.

The years credited for eligibility purposes must not preempt the 3% reduction factor per year applied to a member who does not meet one of the following criteria:

- 60 years of age;
- 30 years of service;
- 80 factor (age + years of service);

without taking into account any period not worked during employment but by adding, where applicable, no more than five (5) years related to an allowed period of temporary absence or reduced salary. In addition, these criteria must be applied to all retiring members.

3F. Deadline

The deadline prescribed in section 87 of the Act respecting the Government and Public Employees Retirement Plan is repealed as of July 1, 2000, by making the necessary changes to section 86.

3G. Powers and duties of the RREGOP pension committee representing bargainable employees

The pension committee may determine the terms and conditions for the implementation of an agreement reached between the parties, unless these terms and conditions are already prescribed in the agreement. The decisions must respect the CARRA's budgetary envelope.

The pension committee may submit to the parties a recommendation designed to improve the implementation of the pension plans. The recommendation must be approved by a majority vote within each party if it entails an increase in the cost of the plan or an excess of the CARRA budgetary envelope. In such a case, the chair may not cast the deciding vote.

3H. Supplemental budget item

A specific budget item is created to defray the costs generated by the hiring of specialists by the representatives of the members on the RREGOP pension committee representing bargainable employees to conduct ad hoc studies or mandates. The latter must draw up a list of activities the costs of that could be covered by this budget.

A maximum amount of one hundred fifty thousand dollars (\$150 000) per year shall be injected into the specific budget out of account 301 of Fund 01 (employees' contribution fund for regular service under the RREGOP). The unused surplus in one year may be deferred to the following year, but the specific budget must not exceed two hundred fifty thousand dollars (\$250 000) per year.

Representatives of the members on the RREGOP audit committee representing bargainable employees shall be mandated to oversee the application of the rules governing the granting and use of the amounts allocated. The use of the amounts must not be exempt from the audit process in effect in the public sector.

Upon invitation of the representatives of the members, the specialists hired by the latter to carry out ad hoc studies and mandates may participate in the RREGOP institutional committees representing bargainable employees (pension committee, audit committee or investment committee) and on the ad hoc committees set up by the pension committee.

3I. Joint requests for studies submitted to the CARRA

The parties agree that the costs related to joint requests to the CARRA for studies shall be taken out of the latter's budget.

4. OTHER AMENDMENTS TO THE RRE AND THE RRF

4A. Contribution rate

RRE and RRF members shall choose collectively between:

- a decrease in the contribution rate equal to the decrease in the contribution rate of a RREGOP member;
- or
- an annual indexation of their retirement pension accrued after December 31, 1999, according to the more advantageous of the following two formulas:

- ◆ the rate of increase of the consumer price index exceeding 3% (CPI - 3%);
- ◆ fifty per cent (50%) of the rate of increase of the consumer price index.

Voting procedures are prescribed in Schedule 2 of this agreement.

If members elect to have their contribution rate reduced, the contribution formula in 2000 and in 2001 shall become:

RRE

- 5.48%, up to the portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- 4.68% of the portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of said Act;
- 5.48% of the portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of said Act.

RRF

- 4.65%, up to the portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- 3.85% of the portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of said Act;
- 4.65% of the portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of said Act.

As of January 1, 2002, the contribution formula in effect in 2002 and subsequent years shall be:

RRE

- 6.33%, up to the portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- 5.20% of the portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of said Act;
- 6.33% of the portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of said Act.

RRF

- 5.50%, up to the portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the Act respecting the Québec Pension Plan;

- 4.37% of the portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of said Act;
- 5.50% of the portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of said Act.

If a member has more than 35 years of credited service, the indexation formula applicable to his/her retirement pension must take into account the best years of service for the purposes of calculating indexation.

4B. Fiscal harmonization

The RRE and the RRF are amended to comply with the tax provisions respecting retirement, particularly, the definition of "disability" and the minimum pension referred to in section 65 of the RRE and the RRF.

A supplemental benefits plan guaranteeing RRE and RRF members the rights they had prior to the amendments prescribed in the preceding paragraph has been set up.

4C. Redemption of paid training period under the RRE and the RRF

The RRE and the RRF are amended to enable members to have a paid training period recognized for retirement eligibility purposes.

Entitlement to redemption shall be subject to the same rules, conditions and terms as those prescribed in the RREGOP. The accrued benefit shall be a pension credit equal to that accrued under the RREGOP.

The terms and conditions of the implementation of this benefit shall be determined by the RREGOP pension committee representing bargainable employees. An employee who has retired since January 1, 2000, must file an application for redemption before December 31, 2000, if he/she wishes to avail himself/herself of this right. The CARRA must take the necessary measures to inform those RRE or RRF members who have retired since January 1, 2000, of the deadline for filing an application for redemption.

The revaluation provided for in paragraph 3C shall apply to this benefit, with the necessary changes, and shall be funded in its entirety by the government.

5. OTHER AMENDMENTS TO THE RRCE

The amendments made to the RREGOP under paragraphs 3A, 3D and 3F shall also apply to RRCE members, as shall paragraph 3C, if pension credits are still payable under the RREGOP.

6. FINANCING OF CERTAIN AMENDMENTS TO THE RREGOP

6A. Revaluation prescribed in paragraph 3C of this letter of intent

- 1- Additional benefits resulting from the years of service giving entitlement to revaluation (1.1% + \$230) shall be paid out of account 301 of Fund 01 (employees' contribution fund for regular service under the RREGOP). However, the government shall inject the necessary amounts into this fund to cover additional benefits in excess of \$680 million in dollar value on January 1, 2000.
- 2- Within six (6) months of the filing of the next actuarial valuation prepared under section 174 of the Act respecting the Government and Public Employees Retirement Plan, the actuarial value of the additional benefits accrued on December 31, 1999, shall be determined on the basis of the assumptions defined for such actuarial valuation. The actuarial valuation established on December 31, 1999, takes into account the formulas applicable to the years of service giving entitlement to a revaluation. For this purpose, the adjustments to pension buy-back credits and the SPP effective on January 1, 2000, are taken into account.
- 3- The actuarial value of the additional benefits accrued annually in 2000 and subsequent years shall be determined on January 1 of each year. Each actuarial value shall take into account the formulas applicable to the years of service giving entitlement to a revaluation. These values shall be calculated during the calendar year following the year during which the additional benefits were accrued on the basis of the assumptions emanating from the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan, available at the end of the calendar year of the calculation.
- 4- A first transfer from the consolidated revenue fund to account 301 of Fund 01 (employees' contribution fund for regular service under the RREGOP) is required when the total of the actuarial values, accrued with interest on the date of the valuation of the last value, exceeds \$680 million accrued with interest on the same date. The transferred amount corresponds to the excess accrued with interest until the date of the transfer. Subsequently, the annual transfer corresponds to the most recent actuarial value accrued with interest until the date of the transfer.
- 5- The interest rates used to amass the initial amount of \$680 million and the actuarial values shall be the rates of return generated by account 301 at the market value of each year.

Where a rate of interest based on the market value is required for an incomplete calendar year, the rates based on the market value of the months released by the CDPQ on the date of the transfer of funds shall apply. For the remaining period, the rate of interest of the most recent actuarial valuation prepared under section 174 of the Act respecting the Government and Public Employees Retirement Plan for the calendar year concerned shall apply.

- 6- Actuarial values shall be determined on the basis of retirement eligibility criteria in effect on January 1, 2000, and according to an actuarial reduction rate of 4%. Any additional retirement eligibility criteria or actuarial reduction must be the object of discussions concerning the partition of additional benefits covered by the revaluation.

6B. Retirement eligibility requirements (provided for in paragraph 3B) and years for eligibility purposes (provided for in paragraph 3E)

- 1- A separate fund shall be created to temporarily finance the additional benefits resulting from new retirement requirements (60 years of age or 35 years of service) and years of service recognized for eligibility purposes both for regular service and service transferred from the RRE/RRF to the RREGOP. The separate fund, within account 301 of Fund 01 at the CDPQ (employees' contribution fund for regular service under the RREGOP), shall be subject to the investment policy of the RREGOP pension committee representing bargainable employees.
- 2- Employees shall assume the value of the additional benefits accrued on December 31, 1999, in its entirety. This value shall be determined on the basis of the actuarial principles used for the valuation on December 31, 1996, prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan. This value was set at \$325 million on January 1, 2000. This amount was transferred from account 301 of Fund 01 (employees' contribution fund for regular service under the RREGOP) to the separate fund before December 31, 2000, and bears interest at the rate of return generated by account 301 at the market value between January 1, 2000, and the date of transfer.
- 3- The government shall assume the value of the additional benefits accrued as of January 1, 2000, in its entirety. The government shall inject into this separate fund an annual contribution equivalent to the value of the additional benefits accrued during the year. This contribution, which has been set at 0.224% of the pensionable salaries, shall be paid until such time as the discounted value of the contributions on January 1, 2000, at the rates of return generated by account 301 at the market value, is equal to \$325 million.

- 4- By each injecting \$325 million into the separate fund, RREGOP members and the government shall finance, in equal portions, the value of the additional benefits resulting from these amendments. However, the payment of benefits, including those assumed by the fund, shall be made under the terms and conditions of section 130 of the Act respecting the Government and Public Employees Retirement Plan.

In order to ensure that subsequent transfers provided for in paragraph 5 are made in equal portions, the following initial transfers (value at January 1, 2000) shall payable between now and December 31, 2000:

- for transferred service: a transfer from the separate fund to the consolidated fund of the value of the additional benefits ensuing from the amendments, namely \$10.6 million;
- for regular service: a transfer from the separate fund to account 309 (employer contributory fund) of $\frac{2}{12}$ ($\frac{7}{12} - \frac{5}{12}$) of the value of the additional benefits ensuing from regular service before July 1, 1982, namely \$12.1 million.

Each of the initial transfers shall bear interest at the rate of return generated by account 301 at the market value between January 1, 2000, and the date of the transfer.

- 5- Once every three years, namely, on the date of each actuarial valuation prescribed in section 174 of the Act respecting the Government and Public Employees Retirement Plan, a transfer shall be made from the separate fund to account 301 and account 309 of Fund 01 (employees' contribution fund for regular service under the RREGOP). The amount transferred to each of these two funds shall be equal to half ($\frac{1}{2}$) of the actuarial value of the difference for pensioners during the last three (3) years between the pension paid according to the new terms and conditions and that which would have been paid under the former terms and conditions. The actuarial value of each of the differences shall be accrued at the rate of return generated by account 301 to the market value between the date of retirement of each of the pensioners in the last three (3) years and the date of transfer of the fund.

The transfers shall not apply to the benefits deriving from the initial transfers described in paragraph 4. The benefits deriving from the transferred service have already been regulated by the initial transfer of \$10.6 million, while those concerning the $\frac{2}{12}$, before July 1982, were regulated by the initial transfer of \$12.1 million.

The actuarial value shall be determined on the basis of the assumptions of the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan, available at the time of the transfer (e.g. that of December 31, 1999, for the transfer to be carried out on December 31, 2002).

- 6- Where a rate of interest based on the market value is required for an incomplete calendar year, the rates based on the market value of the months released by the CDPQ on the date of the transfer of the fund shall apply; for the remaining period, the rate of interest of the most recent actuarial valuation prepared pursuant to section 174 of the Act respecting the Government and Public Employees Retirement Plan for the calendar year concerned shall apply.
- 7- Where the total of the annual government contributions attains \$325 million (discounted value on January 1, 2000, according to the rates of return generated by account 301 at the market value), the government shall cease to contribute to the separate fund. The balance of the separate fund on that date shall then be transferred, in equal proportions, to account 301 and account 309 of Fund 01 (employees' contribution fund for regular service under the RREGOP).
- 8- As of the date on which the separate fund is liquidated, the additional benefits deriving from the new retirement requirements (60 years of age or 35 years of service) and the years of service credited for eligibility purposes accrued after that date shall be assumed in accordance with the provisions of the RREGOP.

7. GRADUAL RETIREMENT

The parties shall mandate the RREGOP pension committee to set up an ad hoc committee composed of representatives of the Government and of the unions to pursue the work already begun with respect to gradual retirement, the results of which are contained in a report dated February 1993.

The committee shall re-examine and complete the portion of the study dealing with the working conditions of pensioners who would avail themselves of such a program and shall analyze the tax problems related to gradual retirement. Moreover, it shall analyze the amendments that must be made to the RRE, the RRF and the RREGOP resulting from the implementation of a program concerning gradual retirement and progressive retirement and designed to simplify the pension plans.

While taking into account its available resources, the CARRA may be required to update certain data as determined by the committee. The pension committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the parties, if applicable.

8. RETURN TO WORK OF PENSIONERS

The parties shall mandate the RREGOP pension committee representing bargainable employees to set up an ad hoc committee composed of representatives of the Government and the unions to:

- define rules for harmonizing the terms and conditions governing the return to work by pensioners under the RREGOP, the RRE and the RRF so as to better inform members and pensioners, and to facilitate administration by the CARRA and employers;
- consider the possibility of introducing one or more measures designed to limit the return to work of those persons who have retired, subject to the terms and conditions to be agreed upon in accordance with the gradual retirement program.

The pension committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the parties, if applicable.

9. NONDISCRIMINATION WITH RESPECT TO FRINGE BENEFITS

The parties shall mandate the RREGOP pension committee representing bargainable employees to set up an ad hoc committee composed of representatives of the Government and the unions, whose mandate shall be to make recommendations on nondiscrimination with respect to fringe benefits based on the recommendations of the ad hoc committee's report on nondiscrimination with respect to fringe benefits produced in April 1992.

Moreover, the parties agree that any amendment to the laws shall not have the effect of increasing the cost of the plans.

10. RIGHT OF REDEMPTION

The parties shall mandate the RREGOP pension committee representing bargainable employees to review the terms and conditions of redemption such as the possibility of increasing rights, simplifying redemption rules and establishing reasonable rates.

11. **AMENDMENTS TO THE PENSION PLANS**

Subject to the amendments prescribed herein, during the term of the agreement, no amendment to the RREGOP, the RRE, the RRF or the RRCE may make the provisions of the plan less favorable for members, unless there is an agreement between the negotiating parties to this effect.

No amendment shall be made to the method of financing nor to the financial commitments unless the negotiating parties reach an agreement to that effect.

In addition, no part of this letter of intent may be interpreted as an admission on the part of the parties of their respective expectations concerning the Government's obligations with respect to the RREGOP.

SCHEDULE I

FORMULAS APPLICABLE TO THE REVALUATION OF CERTAIN YEARS OF SERVICE

A- Initial benefit for a member opting for retirement before 65 years of age

The total amount of the revaluation prescribed in section 3C shall be equal to the lesser of:

$$\text{Amount 1: } (F \times N_L \times 2.0 \% \times TM) - CR_{RR}$$

$$\text{Amount 2: } F \times N \times (1.1 \% \times TM + 230 \$)$$

The total amount shall be divided into two (2) parts:

1- The first part shall be a life annuity equal to the lesser of:

$$\text{Amount 3: } [F \times N_L \times [(2.0 \% \times TM) - (0.7 \% \times \text{minimum}(TM, MPE))]] - CR_{RR}$$

$$\text{Amount 4: } F \times N \times 1.1 \% \times TM$$

2- The second part shall be a benefit payable up to 65 years of age equal to the difference between the total of the revaluation (minimum between amounts 1 and 2) and the life annuity (minimum between amounts 3 and 4).

These amounts shall be determined at the time of retirement and indexed to the CPI - 3% as of that date.

B- Initial benefit for a member opting for retirement after 65 years of age

Only the life annuity shall be payable and shall corresponds to the lesser of amounts 3 and 4.

Where:

N: Number of years of service giving entitlement to a revaluation
(1.1% + \$230)

N_L: Minimum between:

- N and
- 35 minus the number of years of service used for calculation purposes (regular, transferred, transfer agreements)

TM: Average salary for the calculation of a pension

MPE: Average maximum pensionable earnings for the calculation of the pension integration

CR_{RR}: Pension credit payable taking into account the revaluation including surplus funds (redemptions and SPP) up to the retirement date and applicable actuarial reduction according to the provisions of the respective pension credits (where applicable). If it involves years of service recognized for eligibility purposes despite transfer to a LIRA, the pension credit attributed shall be determined according to the conditions prescribed in point D.

F: 1 minus the % of actuarial reduction applicable to the basic pension

C- Accrued benefits

Notwithstanding the application of the preceding formulas, a member shall retain at least his/her pension benefits accrued under the pension credits without applying this revaluation.

D- Application of formulas

The formulas shall be applied collectively to all pension credits:

- those redeemed;
- those deriving from transfers of the SPP;
- those deriving from certain transfer agreements;
- those payable by an insurer and deriving from service credited for eligibility to the RREGOP (paid-up annuity certificate).

These formulas shall also be applied to the period or periods of maternity leave credited under the fourth paragraph of section 221.1 of the RREGOP as well as for the years of service credited for eligibility purposes, despite a transfer to a LIRA.

Moreover, the following elements must be taken into consideration:

- if the actuarial reduction is compensated in whole or in part, the compensation shall not be counted for purposes of applying the formulas;
- a paid-up annuity certificate should be payable as of the date of retirement and an actuarial reduction of six per cent (6%) per year for the period between that date and the pensioner's sixty-fifth (65th) birthday shall be applied. For the purposes of applying the formulas, the amount used shall be that indicated in the statement of contributions;

- in the case of years of service credited for eligibility purposes, regardless of a transfer to a LIRA, a value must be attributed to the pension credit payable as of a member's sixty-fifth (65th) birthday for the purposes of applying the formulas. The pension credit attributed shall correspond to the actuarial value equivalent to the balance accrued in the participant's LIRA on the date of the integration of the SPP with the RREGOP. To do this, a member must forward an attestation from the financial institution of the balance of the LIRA related to the SPP that could be transferred. The value of the attributed pension credit shall be calculated as follows:

$$\frac{((\text{balance of LIRA on date of integration}) \times (5))}{(\text{current value of an annual pension credit of \$10 payable monthly as of age 65 under Schedule V of the Act respecting the Government and Public Employees Retirement Plan according to the individual's age on the date of integration of the SPP with the RREGOP})}$$

The same revaluation rates shall be applied to the value of the pension credit attributed as to the credits of pension redemption between the date of integration and the participant's date of retirement.

Moreover, an actuarial reduction determined under the terms and conditions for the redemption of pension credits for the period between the date of retirement and the pensioner's sixty-fifth (65th) birthday shall apply to the pension credit attributed for the purposes of applying the formulas.

Lastly, if a member decides to defer the payment of his/her pension credit, the formulas shall be applied as if it were payable as of the date of retirement.

SCHEDULE II

VOTING PROCEDURES FOR RRE and RRF MEMBERS

The negotiating parties shall mandate the CARRA to hold a vote. On April 15, 2000, the CARRA shall forward ballots to RRE and RRF members active as of January 1, 2000. The CARRA shall collect the ballots, compile the results in the presence of representatives of the negotiating parties and report to the RREGOP pension committee representing bargainable employees.

Ballots shall be numbered and differ in color depending on whether an employee is a member of the RRE or the RRF. A stamped return envelope the same color as the ballot shall also be included.

A separate vote shall be held for each plan.

Members shall receive information from the unions, associations of management staff or departments of human resources if the employees are not unionized.

The CARRA must refer an employee requesting information to his/her union, association of management staff or human resources department if the employee is not unionized.

The results of the votes must be made known before May 15, 2000.

The CARRA shall inform the members of the RRE and the RRF of the results of the votes.