

# **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:**

**THE FÉDÉRATION DU PERSONNEL DE SOUTIEN DE L'ENSEIGNEMENT SUPÉRIEUR ON BEHALF  
OF THE UNIONS REPRESENTING COLLEGE SUPPORT PERSONNEL (FPSES-CSQ)**

**AND**

**ON THE OTHER HAND:**

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

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

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## LIST OF ACRONYMS

CLP	Commission des lésions professionnelles
CPNC	Comité patronal de négociation des collèges
CSQ	Centrale des syndicats du Québec
CSSP	Civil Service Superannuation Plan
CSST	Commission de la santé et de la sécurité du travail du Québec
EIP	Employment Insurance Plan (EIP)
FTE	Full-time equivalent
FPSES	Fédération du personnel de soutien de l'enseignement supérieur
HRSD	Human Resources and Social Development
QPIP	Québec Parental Insurance Plan
LRC	Labour Relations Committee
QPP	Québec Pension Plan
RAAQ	Régime d'assurance automobile du Québec
RREGOP	Government and Public Employees Retirement Plan
SAAQ	Société de l'assurance automobile du Québec
TPP	Teachers' Pension Plan





## **CHAPTER 1 - DEFINITIONS**

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

#### **1-1.01 Contractual Year**

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

#### **1-1.02 Centrale**

Centrale des syndicats du Québec (CSQ).

#### **1-1.03 Class of Employment**

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

#### **1-1.04 College**

The General and Vocational College (CEGEP) created by virtue of the General and Vocational Colleges Act with its corporate seat in \_\_\_\_\_.

#### **1-1.05 Spouse**

Persons:

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

#### **1-1.06 Agreement**

This collective agreement.

#### **1-1.07 Relevant experience**

When years of experience are required to fill a job opening, this experience must be pertinent to the job, meaning that it must be experience that has prepared the candidate to do the work in the job applied for.

#### **1-1.08 Federation**

The Fédération des cégeps.

#### **1-1.09 Function**

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

#### **1-1.10 FPSES**

The "Fédération du personnel de soutien de l'enseignement supérieur", affiliated with the CSQ.

**1-1.11 Government**

Government of Quebec.

**1-1.12 Grievance**

Any disagreement relative to the application or the interpretation of the agreement.

**1-1.13 Working Days**

For each individual employee: the days of the workweek such as defined in section 7-2.00. For purposes of the delays provided for in the agreement: from Monday to Friday inclusively with the exception of legal and general holidays provided for in section 7-5.00.

**1-1.14 Ministère**

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

**1-1.15 Transfer**

Movement of an employee, within a class of employment, or to another class of employment in which the maximum of the salary scale or the single salary rate is identical to the one from the class of employment he is leaving.

**1-1.16 The Parties**

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

**1-1.17 National Employer Party**

The employer party as defined in the Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors.

**1-1.18 National Union Party**

The union party as defined in the Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors.

**1-1.19 Employee**

Any person covered by the document of certification.

**1-1.20 Full-time Employee**

Employee who works the number of hours provided for in clause 7-1.01 for his class of employment.

**1-1.21 Part-time Employee**

Employee who works regularly each week a number of hours less than the normal hours provided for in clause 7-1.01 for his class of employment. If, in exceptional cases, this employee works the total number of hours provided for in clause 7-1.01 for his class of employment, he, nevertheless, maintains his status as a part-time employee.

**1-1.22 Student Employee**

Employee, a full-time student at the College, who performs a function covered by the classification plan, to meet particular needs.

### **1-1.23 Occasional Employee**

- a) Employee hired to handle a temporary increase in workload or an unforeseen event, and this, for one or several periods not exceeding the equivalent of ninety (90) days worked in one contractual year unless there is an agreement to the contrary with the Union.

Failing such agreement, this employee, whose annual period of engagement exceeds the period defined in the preceding paragraph, shall be remunerated at the regular salary rate increased by a hundred per cent (100%) as of the ninety-first (91<sup>st</sup>) day.

- b) An employee hired for the purposes of carrying out a specific project.

### **1-1.24 Regular Employee**

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

### **1-1.25 Substitute Employee**

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

### **1-1.26 Classification Plan**

Document issued by the national employer party, that is to say the "Classification Plan for the Support Personnel of the General and Vocational Colleges (CEGEP)" (2000 Edition and all ulterior amendments) as it appears in Appendix "16".

### **1-1.27 Specific Project**

- a) Activities carried out to meet provisional needs or to develop new services or to enable the College to explore a development opportunity;

or

- b) activities financed by funds from sources other than the College or the Ministère.

A specific project may not exceed three (3) years.

Unless otherwise agreed upon by the parties, if the College decides to continue the project beyond the third (3<sup>rd</sup>) year, it must comply with the procedure provided for in clause 5-2.01 or, failing that, pay the employee concerned the double-time salary rate as of the first (1<sup>st</sup>) day that exceeds the maximum three (3) year period.

For the purposes of this clause, two (2) projects consisting of the same activities and separated by less than one (1) year shall be deemed to be the same project.

### **1-1.28 Promotion**

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

**1-1.29 Demotion**

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

**1-1.30 Union**

The association representing the College support personnel such as defined by the document of certification.

**1-1.31 Salary**

Remuneration of an employee as provided for in sections 6-1.00, 6-2.00, 6-3.00, 6-4.00 and 6-7.00.

**Article 1-2.00 - Objective of the Collective Agreement**

**1-2.01**

This agreement has the following objectives:

- a) to establish well-regulated relations between the College, the Union and the employees covered by this document;
- b) to establish conditions which assure, to the greatest extent possible, the security and well-being of the employees;
- c) to establish the working conditions of the employees covered by this document;
- d) to establish procedures for the settling of problems which could arise between the College, the Union and the employees covered by this document.

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

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

#### **2-1.01**

The College shall recognize the Union as the only representative and agent of the employees subject to the union certification issued by virtue of the Labour Code for the purposes of the application of the collective agreement.

#### **2-1.02**

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

#### **2-1.03**

Should the Union fail to appoint their designated representatives to committees or commissions provided for in the agreement or should the union representatives fail to fulfill the obligations of their office, the College may proceed on its own.

### **Modification of working conditions**

#### **2-1.04**

Any specific working condition altering the working conditions already provided for in the collective agreement, reached or to be reached, verbally or in writing, between the employees and the College, and which would be binding on one or more of the employees, shall be without effect.

#### **2-1.05**

The College may modify existing working conditions not provided for in the collective agreement. It is agreed, however, that if an employee feels wronged by these modifications, he may lodge a grievance; in this case, it will be the College's responsibility to demonstrate that the employee's working conditions remain normal.

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

#### **2-2.01**

The parties shall recognize the national parties for purposes of dealing with any question relating to the application and interpretation of the agreement without limiting the parties' right recognized herein. This does not apply to grievance and arbitration rights.

#### **2-2.02**

At any time, the representatives of the national union party may request, in writing, a meeting with the representatives of the national employer party in order to deal with questions of general interest relating to the application and the interpretation of the agreement. The latter are required to meet the Union within ten (10) working days from the date of the request.

In the same manner, the representatives of the national employer party may request, under the same conditions and for the same purposes, a meeting with the representatives of the national union party.

For the purposes of this clause, the employee, who is a member of the executive of the FPSES, is released for the duration of the national meeting. The employee obtains such release after having notified the College to this effect at least five (5) days before the foreseen date of the meeting.

### **2-2.03**

Any employee released by virtue of this section shall not lose any right with respect to salary, benefits and privileges provided by this document.

The costs for the releases provided for in this section are not reimbursed by the Union.

### **2-2.04**

In the event that the national union party should fail to appoint its representatives on committees or commissions where it has the right to be represented or in the event that their representatives should fail to fulfil the obligations of their office, the national employer party may proceed on its own.

### **2-2.05**

Only the signature of the national parties is required for the coming into force of Letters of Agreement concluded between such parties while the collective agreement is in effect.

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

### **2-3.01**

The agreement shall apply to the College's support personnel, employees as defined in the Labour Code, covered by the document of certification issued to this effect.

### **2-3.02**

The agreement shall also apply to the part-time employees. However, the rights and privileges granted to them by the agreement are calculated in proportion to the hours worked or paid, except if the agreement provides different stipulations.

### **2-3.03**

The employee, during his probation period, shall be covered by the provisions of the agreement, except those in the following sections:

- Procedure for grievances in case of dismissal during the said probation period (sections 9-1.00 and 9-2.00).

### **2-3.04**

The occasional employee and the substitute employee shall be covered by the provisions of the agreement, except those provided in the following sections:

- 2-4.00 - Contracting out
- 3-3.00 - Releases for Local Union Affairs, with the exception of clause 3-3.01, if there is a local agreement between the parties, and paragraphs d), e) and f) of clause 3-3.03
- 3-4.00 - Releases for National Union Affairs
- 5-1.00 - Engagement, with the exception of clauses 5-1.01 to 5-1.09 and 5-1.12 to 5-1.15
- 5-2.00 - Movement of Personnel
- 5-3.00 - Seniority
- 5-4.00 - Elimination of a Position Having an Incumbent
- 5-5.00 - Employment Priority and Engagement Priority
- 5-6.00 - Employment Security
- 5-7.00 - Placement Office
- 5-8.00 - Disciplinary Measures
- 5-10.00 - Provisional assignment of an employee to another category of personnel
- 5-11.00 - Loan of Service
- 6-8.00 - Credit Union
- 7-6.00 - Annual Holidays Quanta
- 7-7.00 - Annual Holidays
- 7-10.00 - Leave of Absence Without Pay
- 7-13.00 - Handicapped Employee
- 7-14.00 - Life, Health, and Salary Insurance Plans
- 7-15.00 - Leave of Absence for a Public Office
- 7-17.00 - Sabbatical Leave Plan with Deferred or Anticipated Salary
- 7-18.00 - Gradual Retirement
- 8-1.00 - General Provisions
- 8-2.00 - Local Training and Professional Development
- 8-3.00 - Amount Allocated for Training and Professional Development

Nevertheless, notwithstanding the preceding, the occasional or substitute employee, whose period of continuous service is six (6) months or more, shall benefit from sections 7-6.00, 7-7.00, 7-14.00, 8-1.00 and 8-3.00 of the agreement.

In addition to that, such an employee who has occupied occasional or substitute jobs for a length of time equivalent to a hundred and thirty (130) days worked or paid for within the thirty (30) months before the beginning of posting, benefits from the priority order provided for in paragraph 3. of clause 5-1.15 b) and in paragraph 9. of clause 5-2.07. Nevertheless, the College may take away the benefit provided for by this paragraph by giving the employee a written motivation, with copy to the Union.

The parties may agree by local agreement on different methods of calculating time worked or paid.

The occasional or the substitute employee who has less than six (6) months of continuous service, shall also be entitled to eight percent (8%) of the gross salary earned for purposes of vacation with pay. Moreover, these employees are entitled to four percent (4%) of the gross salary earned for purposes of insurance.

**2-3.05**

A student employee is not covered by the provisions of the agreement, except for the following sections and appendix:

- 2-3.00 - Field of application, with the exception of clauses 2-3.01 to 2-3.04
- 2-6.00 - Non-Discrimination
- 2-7.00 - Sexual Harassment
- 2-8.00 - Violence and Psychological Harassment
- 3-2.00 - Union Dues
- 4-1.00 - Information, with the exception of clauses 4-1.01 to 4-1.06
- 6-7.00 - Remuneration, with the exception of clauses 6-7.05 to 6-7.08
- 6-9.00 - Modes of Payment of Salary
- 7-8.00 - Hygiene and Safety
- 7-11.00 - Civil Responsibility
- 9-1.00 - Grievance Procedure
- 9-2.00 - Arbitration Procedure
- 10-5.00 - Duration of the Collective Agreement

The salary rate for the student employee appears in Appendix "4".

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

**Article 2-4.00 - Contracting Out**

**2-4.01**

The College may contract out as long as this action does not result in the layoff, placement on availability or demotion of regular employees of the College, or in a reduction of the number of hours of a regular employee working in the service concerned.

The College shall submit to the Union a copy of any outside contract of a duration of three (3) months or more, as soon as it is awarded.

**2-4.02**

The College undertakes to discuss with the Union in order to reassign a handicapped employee by terminating a continuous outside contract within the legal framework provided.

**2-4.03**

The College shall consult the L.R.C. before granting continuous outside contracts of a duration of three (3) months or more. However, the contracts already granted at the date of signing of the collective agreement, their renewal and the contracts granted for the



construction of buildings are excluded from that process. The contracts granted for renovation are excluded from that process if there are no employees of the College in the employment class concerned.

## **Article 2-5.00 - Administrative Changes**

### **2-5.01**

In the case of:

- the closing down of a College instituted under the General and Vocational Colleges Act (L.R.Q., c. C-29);
- the amalgamation of colleges;
- the transformation of a college into a component of a regional college;

the national parties shall meet within six (6) months prior to the event in order to agree upon a protocol relating to the employees affected by the closure, amalgamation or transformation.

Failing agreement, the concerned employees are declared to be on surplus and the provisions relating to job security shall apply.

### **Amalgamation of services**

#### **2-5.02**

The College shall consult the Labour Relations Committee before making a decision concerning the amalgamation of services with outsiders, such as another educational institution, a company, a consortium or a municipality.

#### **2-5.03**

In the case of amalgamation of services with other educational institutions, the national parties may meet to discuss the concerned employees' situation.

## **Article 2-6.00 - Non-Discrimination**

### **2-6.01**

The College and the Union or their respective representatives agree not to use threats, coercion or discrimination against any employee for exercising a right granted by the collective agreement or by law.

### **2-6.02**

It is agreed that there will be no threats, constraint or discrimination on the part of the College, the Union or their respective representatives against an employee because of his:

- race;
- colour;
- age, except to the extent provided for by the Law;

- sex;
- sexual orientation;
- marital status;
- pregnancy;
- religious beliefs;
- political opinions;
- language;
- ethnic or national background;
- social condition, or
- handicap or the means by which he tries to overcome this handicap.

### **Article 2-7.00 – Sexual Harassment**

#### **2-7.01**

Sexual harassment in the workplace consists of imposed or non-desired sexual advances which may take the form of verbal or gestural solicitation.

#### **2-7.02**

The College and the Union agree that sexual harassment constitutes a reprehensible act and shall strive to its repression.

#### **2-7.03**

The College may form a committee whose mandate is to make recommendations towards any subject related to sexual harassment. This committee may include representatives from the following groups: teachers, students, non-teaching professionals, support personnel and officials of the College.

This committee is formed at the request of either one of these groups and shall determine its operating procedure.

#### **2-7.04**

Every employee who believes to be a victim of sexual harassment may, alone or through the intervention of his Union, lodge a complaint to the College.

### **Article 2-8.00 – Violence and Psychological Harassment**

#### **2-8.01**

The College and the Union recognize that violence and psychological harassment are wrongful acts and shall strive to prevent such acts in the workplace.

#### **2-8.02**

The College and the Union shall work together to prevent situations of violence and psychological harassment in the workplace.

**2-8.03**

The parties shall establish an advisory committee made up of representatives of the College, representatives of support personnel and, if desired, representatives of each of the other categories of personnel and student representatives. There may only be one such committee at the College.

This committee's mandate shall be to make recommendations on the development of a policy to counter violence and psychological harassment, consisting of prevention mechanisms and complaint procedures.

The committee itself shall not handle complaints arising from violence or psychological harassment.

**2-8.04**

The parties may agree to refer the mandate provided for in clause 2-8.03 to another committee.

**Article 2-9.00 - Equal Opportunity to Employment**

**Local advisory committee on equal opportunity to employment**

**2-9.01**

The parties shall form an advisory committee on equal opportunity to employment made up of representatives of the College and of each category of personnel interested in participating. Only one equal opportunity to employment committee may exist at the College.

**2-9.02**

This committee shall have the mandate to study any problem arising from the implementation of the equal opportunity to employment program and to make any useful recommendations to the College in this regard.

**2-9.03**

Any equal opportunity to employment measure which has the effect of modifying the collective agreement must, in order to take effect, be the subject of an agreement between the national parties or a local agreement if the collective agreement expressly provides for it.

**National advisory committee on equal opportunity to employment**

**2-9.04**

The national parties shall form a national advisory committee on equal opportunity to employment made up of two (2) representatives chosen by the union negotiating party and two (2) representatives chosen by the employer negotiating party.

**2-9.05**

The objectives of the committee provided for in clause 2-9.04 shall be to make any useful recommendations to the national parties following consultation on the impact of the implementation of the equal opportunity to employment programs.

The committee may choose to have additional members it considers necessary to carry out its mandate.

**2-9.06**

For the purposes of realization of the objectives referred to in clause 2-9.05, the national union party shall benefit from the release equivalent to one hundred and thirty (130) working days for the duration of the collective agreement.

The meetings and other modalities concerning the releases shall be done within the provisions of section 2-2.00.

## **CHAPTER 3 - UNION RIGHTS**

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

#### **3-1.01**

Any employee who is a member of the Union on the date of coming into force of the collective agreement and any one who later becomes a member will have to, as a condition of maintaining his position, continue his membership in the Union for the duration of the collective agreement.

#### **3-1.02**

Any new employee hired after the date of coming into force of the collective agreement must, as of his engagement, become and remain a member of the Union for the duration of the collective agreement, and this, as a condition of employment. The College agrees to have the appropriate form completed, and the original sent to the Union. This form is supplied by the Union and it appears in Appendix "5".

#### **3-1.03**

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

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

#### **3-2.01**

The College shall deduct from the income actually earned by each employee covered by the accreditation, whether the latter is a member of the Union or not, an amount equal to the regular amount set as union dues by the Union for its members.

#### **3-2.02**

For the purpose of this section, the amount of the Union dues shall correspond with a rate or percentage of the income actually earned. This rate or percentage shall be forwarded, in writing, to the College by the Union. Any change in the dues takes effect at the start of a pay period, but at the latest thirty (30) days following receipt, by the College, of the written notice from the Union.

#### **3-2.03**

The regular dues are allocated equally for each pay period, subject to changes made to the Union dues by the Union.

#### **3-2.04**

The College shall forward to the Union, between the first and the fifteenth day of the following month, two (2) copies of both the total amount collected during the preceding month and the detailed statement of the collection.

This detailed statement will include the surnames and first names, the status, the income actually earned minus the income earned from paid overtime work, the employee's reference numbers if applicable, the income earned from paid overtime work if applicable, as well as the amount of individual deductions.

### **3-2.05**

When one or the other party requests the Labour Commissioner to rule on whether a person is included in the support personnel certification unit, the College continues to deduct union dues or an amount equal to these dues and to give this amount to the Union pending the Commissioner's decision.

### **3-2.06**

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

## **Article 3-3.00 - Releases for Local Union Affairs**

### **3-3.01**

The College shall recognize the right of members of the union executive to take care of union business during working hours, but no more than two (2) at one time for the same reason, in the cases provided for in the collective agreement. These provisions shall also apply to the substitutes in case of the inability of the members of the union executive to act. The human resources department must be notified in advance of the absence and of the place where the union representative may be reached.

Any member of the union executive, as well as the union delegate, may be absent from his work, but no more than two (2) at one time, for the same reason, but at the expense of the Union, for the union activities other than those provided for in clause 3-3.03. However, the human resources department must be notified in advance, and may not refuse without a valid reason.

The parties may agree by local agreement on union leave for occasional or substitute employees.

### **3-3.02 Union delegate**

The Union may appoint a union delegate who has the function of representing the Union in the application and the interpretation of the collective agreement.

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

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

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

**3-3.03**

The authorized union representatives mentioned in this clause may be absent from their work, for the period of time required, in the event of the activities enumerated hereinafter, and according to the terms and conditions provided:

- a) any member of the Union executive may be absent from his work in order to participate in a meeting duly called by and with the College representatives. The same shall apply for any meeting with the College called by the Union executive;
- b) an authorized union representative may be absent from his work in order to accompany an employee at the time of the presentation or discussion of a grievance, or an enquiry in view of the presentation of a grievance after having notified the human resources department which may not refuse without a valid reason; he must also notify the human resources department of the place where he may be reached during his authorized absence;
- c) any member of a committee or commission provided for in the collective agreement may be absent from his work, after having notified the human resources department, in order to participate in any meeting according to the collective agreement;
- d) for any matter relating to the collective agreement, any employee may be accompanied by an authorized union representative when there is a meeting with a College representative;
- e) any employee assigned as a witness in front of an arbitrator or a mediator-arbitrator may be absent from his work, after having notified the human resources department. The duration of the absence is then subject to the requirements of the arbitrator or mediator-arbitrator;
- f) any employee, plaintiff of a grievance which is being heard by an arbitrator or a mediator-arbitrator and either the member of the union executive or the union delegate, may be absent from their work, after having notified the human resources department, in order to participate in the arbitration or mediation-arbitration sessions.

**3-3.04**

Any employee released by virtue of this section shall not lose any right with respect to salary, benefits and privileges provided for in this document.

**3-3.05**

When the costs for the releases provided for in this section are assumed by the Union, the latter agrees to reimburse the College the salary paid to the substitute employee at the time and in the manner agreed to between them. Nevertheless, the Union will not effect any reimbursement if the absent employee was not replaced.

### **3-3.06**

The Union shall be entitled to a bank of ten (10) working days of leave per contractual year for members of the executive for the purposes of union business, without reimbursement by the Union. The procedure for using this leave shall be agreed upon by the local parties.

## **Article 3-4.00 - Releases for National Union Affairs**

### **3-4.01**

The human resources department shall authorize, upon demand made at least five (5) days in advance, two (2) official union delegates to be absent from their work but at the expense of the Union, to attend meetings of the Congrès de la CSQ, the Conseil général de la CSQ, the Conseil fédéral de la FPSES or the CEGEP support sector. The written request must contain the name of the person(s) whose absence must be authorized, as well as the nature, duration and place where the union activity is to be held.

Notwithstanding what precedes, in certain cases the parties may agree to increase the number of official delegates.

### **3-4.02**

Any employee appointed to perform a permanent function within the Centrale or the FPSES shall be entitled, following a written request submitted at least twenty-one (21) days in advance, to a full-time release, at the expense of the Union. This release may be part-time if the length of time, the moment and the fraction of leave are fixed and predetermined. This leave may not exceed twenty-four (24) months.

An employee thus released may return to his position after giving the human resources department notice at least twenty-one (21) days in advance.

### **3-4.03**

Any employee elected as a member of the executive of the Centrale or the FPSES shall be entitled, following a written request submitted at last twenty-one (21) days in advance, to a release full or part-time, at the expense of the Union for the duration of his elected mandate.

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

Any employee thus released may return to his position after giving the human resources department at least twenty-one (21) days advance notice.

### **3-4.04**

Any employee elected as a member of the executive of the FPSES shall be entitled, following a written request submitted at least five (5) days in advance, to an occasional release, at the expense of the Union for the duration of his elected mandate.



**3-4.05**

Any employee released by virtue of this section shall not lose any right with respect to salary, benefits and privileges provided for in this document.

**3-4.06**

In the case where the releases provided for in this section are at the expense of the Union, the latter shall undertake to reimburse the College for the salary paid to the substitute employee and this at the time and according to the terms and conditions agreed upon between them. However, the Union will not effect any reimbursement if the absent employee was not replaced.

**Article 3-5.00 - Meeting and Posting**

**3-5.01**

The Union has a right to hold meetings of its members on College premises, according to established procedure for the reservation of rooms. Such use of premises shall be free of charge, unless extra expenses are incurred.

**3-5.02**

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

After consulting with the Union, the College determines the furniture, location and size of the premises needed. The equipment shall be determined after agreement between the parties.

**3-5.03**

The Union may use the College's printing, copying and communication (telex and telephone) facilities, as well as its audio-visual equipment, according to the policies which apply to their use. The Union must pay the cost of such services, according to the policies which apply to their use, if any.

**3-5.04**

The Union shall have the right to post notices, bulletins and other documents for the information of its members on the locked display boards provided by the College. The location of these boards is determined after agreement between the parties.

**3-5.05**

The Union may distribute any document to the members of the negotiation unit by depositing them at their office. The Union may have any document distributed to its members by insertion in the members' mail boxes by the College personnel assigned to this duty in accordance with the College's usual distribution procedure, and this, without charge to the Union.

## CHAPTER 4 - PARTICIPATION

### Article 4-1.00 - Information

#### 4-1.01

The College shall forward to the Union:

- a) At the latest on November 30 of each year or at another date set after agreement between the parties the list of its employees as of September 30. This list must indicate:
  - surnames and given names;
  - date of birth;
  - sex;
  - address;
  - date of entry into service;
  - class of employment, step;
  - salary;
  - seniority as of June 30;
  - status of employee: regular, occasional, substitute, full-time, part-time;
  - name(s) of service(s) to which the employee is attached;
  - bank of sick-leave days with or without cash surrender value, as of June 30, listed separately;
  - employee number or social insurance number;
  - the estimate of the number of hours to be worked by the part-time employee;
  - the employee's phone number if he agrees to it.
- b) Written notice of all departures, including retirements, within five (5) working days following such a departure.
- c) The surnames and given names of the employees who have been granted a maternity, adoption or sick leave of more than five (5) days duration and, where appropriate, the estimated length of such absence. The Union must also be informed of any extension of such leaves, as well as of any extension of paternity leave.
- d) The Union must be notified of any change in the information provided in clause 4-1.01 a) in the ten (10) working days following such change.
- e) A copy of any guideline or notice issued by the human resources department concerning a group of employees or all the employees covered by the collective agreement. A copy of any guideline or notice concerning all employees must also be posted at the same time.

- f) A list of the members of the different committees and boards provided for in the collective agreement and other committees or boards whose mandate is to define the College's general policies and this, within fifteen (15) days of their appointment.
- g) When an employee is hired, the College transmits to him and to the Union the following information:
  - the date of entry into service;
  - the status;
  - the expected number of hours to be worked weekly;
  - the salary;
  - the class of employment;
  - the step.
- h) In the event of the use of a trainee, the College transmits to the Union the following information:
  - surname and given name of the trainee;
  - service where the training period is taking place;
  - duration of the training period.

**4-1.02**

The College shall forward to the Union in the fifteen (15) days following their adoption, a copy of the minutes of any committee on which the Union has members or in which it has taken part.

**4-1.03**

The College shall provide employees, no later than September 1, and February 1 of each year, with a written statement of their bank of sick leave days with or without cash surrender value, this separately, as of June 30 and December 31 respectively, with a detailed account of their use. Copies of these notices shall be forwarded to the Union.

**4-1.04**

The College shall provide the Union with the lists of the employees' seniority (in alphabetical order and according to seniority), on the first day of the posting of such list, as well as a list of the employees absent for more than five (5) working days at the time of posting of the seniority list.

**4-1.05**

The Union shall advise the College, in writing, in the fifteen (15) days following their appointment of the surnames and given names of the union representatives, the union delegate, his substitute, the members of the executive, the title of their positions, the estimated term of their mandate, and of any change in the incumbent of such positions to do with either internal or external union matters.

**4-1.06**

Any employee may, at any time, after having made an appointment, interrupt his work, without loss of salary, to consult his official record.

This record must include all documents connected with the engaging and employment of the employee, any written evaluation of productivity, as well as any notices of disciplinary measures and objections to these measures.

The employee may, if he so desires, be accompanied by his union representative during the consultation.

**4-1.07**

The College shall forward to the Union in September and in February, a list of the student employees hired during the preceding period. This list must include the following information:

- surnames and given names;
- date of birth;
- sex;
- address;
- date of entry into service;
- class of employment in which the function is included;
- salary;
- service to which the student employee is attached;
- telephone number if the student employee does not object.

**4-1.08**

The College shall send to the Union, at the latest on May 15<sup>th</sup> of each year, for the period between May 1<sup>st</sup> of the preceding year until April 30<sup>th</sup> of the current year:

- a report on the use of the hours worked by the occasional employees, and this by employment class and by department;
- a report on the hours worked by the student employees.

**Article 4-2.00 - Labour Relations Committee (L.R.C.)**

**4-2.01**

The parties recognize the importance of discussing any matter related to the interpretation or application of the collective agreement, in the manner described hereafter.

**4-2.02**

Within thirty (30) working days following the date of coming into force of the collective agreement, each party shall appoint three (3) representatives and shall so inform the other party in writing. At the same time, the parties shall designate substitutes. The latter are

entitled to sit only when they are replacing the delegates who are absent or unable to act, or if the parties so agree.

**4-2.03**

Subject to the provisions of this section, the L.R.C. is autonomous with regard to its operating procedure.

**4-2.04**

The L.R.C. shall meet at the request of either party, within the five (5) working days following the receipt of a request.

**4-2.05**

A written notice and the agenda involving any item that either the College or the Union wants to have entered on it, must be forwarded to the College and the Union at least forty-eight (48) hours before this meeting. In the same delay, each party transmits to the other party the documentation in its possession that it believes pertinent and related to the items on the agenda.

This agenda must also be posted for the information of all the employees. With the consent of the parties, either party may enter an item on the agenda as of the opening of the meeting.

**4-2.06**

In order to have a quorum, the Labour Relations Committee (L.R.C.) must be comprised of at least two (2) representatives of each of the interested parties.

**4-2.07**

The employee whose case is brought before the L.R.C. must receive written notice in advance from the College, except in the case of a reduction in personnel. Upon request, provided that he is present at the set time, the employee will be heard by the L.R.C.

Notwithstanding the provisions of the preceding paragraph, in case of a reduction in personnel, only the employee whose position is likely to be eliminated may be heard and this, given the above conditions.

**4-2.08**

At no time shall an agreement reached before the L.R.C. alter a provision of the collective agreement, except for the provisions which can be the object of local arrangements on matters provided for in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-82) or of a local agreement.

**4-2.09**

An agreement reached before the L.R.C. binds the parties and the employee concerned. Failing agreement, the College shall reach a decision and make it known to the Union and the employee within ten (10) working days of the meeting.

**4-2.10**

The College shall consult the L.R.C. before making a decision concerning the following matters:

- a) the implementation of a specific project as provided for in clause 1-1.27;
- b) the way the support personnel employed by the College are to be affected by modifications to the administrative structures and service restructuring;
- c) the elimination of positions provided for in clause 5-4.01;
- d) the consultation provided for in clause 5-9.03;
- e) the distribution of legal and paid holidays, in compliance with the provisions of clause 7-5.02;
- f) the granting of leaves of absence without pay provided for by section 7-10.00 if the duration is more than thirty (30) days;
- g) the introduction of technological changes as provided for in clause 10-2.02 or clause 10-2.04;
- h) the creation of positions following the determination of past and present needs related to occasional tasks as provided for in Appendix "15";
- i) the amalgamation of services with outsiders as provided for in section 2-5.00;
- j) the granting of continuous outside contracts of a duration of three (3) months or more as provided for in clause 2-4.03;
- k) the transfer of an employee as provided for in clause 5-2.01.

For the purposes of this clause, the College shall allow the Union a period of reflection that takes into account the subject on the agenda and enables the Union to put forward its point of view.

**4-2.11**

A faulty drafting of an agenda or minutes, or failure to comply with any of the time limits provided in clause 4-2.02, clause 4-2.05 or clause 4-2.09 does not entail a delay or nullification of a College decision.

The fact that the Union does not attend a L.R.C. meeting does not entail a delay or nullification of a College decision, unless the Union was not notified in accordance with the time limits provided in clause 4-2.04 on any of the matters listed in clause 4-2.10.

**4-2.12**

A draft of the minutes of a L.R.C. meeting is submitted no later than at the following meeting.

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

### **Article 5-1.00 - Engagement**

#### **5-1.01**

The engagement of each employee shall be made according to the provisions of the agreement.

#### **5-1.02**

When a position becomes vacant, the College decides within the following thirty (30) days if it is to be filled. If the College decides not to fill the position, it must transmit a written notice to the Union no later than the thirty-first (31<sup>st</sup>) day of the vacancy.

#### **5-1.03**

If the College decides to fill the vacant position or to create a new position, it may use the transfer procedure provided in clause 5-2.01 or the posting procedure.

#### **5-1.04**

If it uses the posting procedure, it must post a notice on the display boards for a ten (10) working-day period. The College transmits to the Union a copy of the notice with a list of the employees absent at the date of the beginning of posting and a list of the occasional and substitute persons having filled occasional or substitute jobs for a length of time equivalent to a hundred and thirty (130) days worked or paid for within the thirty (30) months preceding that date, as well as the number of hours worked or paid during the reference period for each occasional or substitute employee.

#### **5-1.05**

The College may, without agreement, create positions including tasks pertaining to the same employment class in two (2) departments, according to the following rules:

- a) one (1) position per year, if the number of employees holding a position is equal or inferior to one hundred (100);
- b) two (2) positions per year, if the number of employees holding a position is greater than one (100) hundred;

The employee holding such position shall have only one hierarchical superior.

#### **5-1.06**

The College agrees to:

- a) send to the Placement Office notices of any vacancies that have been posted according to clause 5-1.04 and that have not been filled according to the procedure provided for in paragraphs 1 and 2 of clause 5-2.07;

- b) apply the provisions of sections 5-2.00, 5-5.00 or 5-6.00 to the employee that is referred by the Placement Office;
- c) inform the Placement Office of a job offer made to an employee who has been laid off or placed on availability and indicate if it has been accepted or refused.

#### **5-1.07**

The posted notice must indicate:

- the title of the class of employment;
- the job description;
- the service(s) to which the position is attached;
- the work premises;
- the planned working schedule;
- the foreseen number of working hours;
- the surname and given name of the immediate superior;
- the salary scale or rate;
- the qualifications required for the class of employment and, where applicable, the conditions required by the College as indicated in clause 5-2.02;
- the type of test the College intends to use, if applicable;
- the surname and given name of the person responsible for receiving applications;
- the date of the beginning of the posting;
- the foreseen date of replacement, if need be;
- the application deadline as provided for in clause 5-1.08 or clause 5-1.15 b).

#### **5-1.08**

When the College uses the posting procedure, the regular employee and the person who has worked for the College as an occasional or substitute employee for a length of time equivalent to a hundred and thirty (130) days worked or paid for within the thirty (30) months preceding the date of the beginning of posting may apply for the position in writing no later than the last working day of posting provided for in clause 5-1.04.

#### **5-1.09**

In the event that an application has been accepted, the appointment must be posted within forty-five (45) days from the beginning of posting. Any employee whose application is not accepted shall be so informed, in writing, within the same delay, and a copy shall be sent to the Union. The surname and given name of the person whose application has been accepted must appear on that notice.

#### **5-1.10**

The new full-time employee's probation period is of sixty (60) days worked or paid for.

The new part-time employee's probation period is of ninety (90) days worked or paid for. For the purpose of this paragraph, the days worked or paid for are counted regardless of the daily number of hours actually worked or paid for.



**5-1.11**

The parties may agree to extend the probation period provided for by clause 5-1.10 for a maximum of thirty (30) days in the case of an employee whose class of employment appears in Appendix "2".

**5-1.12**

Should a substitute or an occasional employee be assigned to the position for which he has been employed as an occasional or a replacement, the days worked in this position are counted in his probation period.

**5-1.13**

At the time of engagement, the College shall provide the employee with a copy of the collective agreement and the classification plan. In the same manner, the employee must provide proof of his qualifications (schooling and experience).

**5-1.14**

The College must give a written notice of five (5) working days to any occasional or substitute employee who has completed at least one (1) month of continuous service before terminating his employment. In the case of an employee replacing another on sick leave, the notice must be given two (2) working days in advance.

This provision does not apply in the case of a substitute or occasional employee hired for a limited period of time.

**5-1.15 Replacement for a foreseeable period of seventeen (17) or more weeks or for a specific project**

When the College decides to fill a temporarily vacant position for a foreseeable period of seventeen (17) or more weeks or to hire an employee for a specific project, it may, subject to clause 5-6.03, proceed either:

- a) by temporary assignment according to clause 5-2.09, favoring temporary promotion for the regular employee; nevertheless in this case, the College cannot force the employee with the least seniority to take the position;

or

- b) by a five (5) working days posting in conformity to clause 5-1.07 and reserved to the persons mentioned in 1., 2. and 3. of this paragraph with the exception of employees who hold occasionals' or substitutes' jobs of more than seventeen (17) weeks. The interested persons must apply in writing at the latest on the last posting day.

The College transmits to the Union, within the two (2) days of the beginning of the posting, the list of the persons having filled occasional or substitute jobs for a length of time equivalent to a hundred and thirty (130) days worked or paid for within the thirty (30) months preceding the beginning of posting, as well as the number of

hours worked or paid during the reference period for each occasional or substitute employee.

Among the candidates, the College chooses the person with the most seniority or with the most worked or paid time as an occasional or substitute employee within the thirty (30) months immediately preceding the beginning of posting and who answers the qualifications and conditions of the position according to the following priority order:

1. the employee laid off by the College who is on the Placement Office's list;
2. the regular employee;
3. the person who has been employed by the College as an occasional or substitute employee for a length of time equivalent to a hundred and thirty (130) days worked or paid for within the thirty (30) months preceding the beginning of posting.

In order to distinguish between employees whose time worked or paid is equal, the College chooses among the candidates the one having the most worked or paid time within the twenty-four (24) months preceding the reference period of thirty (30) months preceding the beginning of the posting.

Notwithstanding the foregoing, when the College decides to hire an employee for a period of one (1) year or more for a specific project, it shall post the position, subject to clause 5-6.03, according to the provisions of paragraph b) of this clause.

If the replacement has not been filled by the application of the above priority order, the College may proceed by provisional assignment of a person from an another category of personnel of the College, if such person meets the normal requirements for the position.

The application of this clause shall not be prohibited by the fact that an employee may decide to terminate a release or a leave by sending a notice provided for in sections 3-4.00, 5-10.00, 7-4.00 or 7-10.00.

For the purpose of applying the present clause, the parties may, by way of a local agreement, decide on different mechanisms.

#### **5-1.16**

The parties may, by way of a local agreement, give priority to a regular part-time employee in order to allow him more working hours, up to a maximum of thirty-five (35) hours or thirty-eight (38) hours and forty-five (45) minutes per week, depending on their class of employment.

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

### **5-2.01**

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

If it uses the transfer procedure, the College must consult the Union beforehand in the framework of the L.R.C. The transfer is restricted to the employee's class of employment and cannot be done more than once in a twelve (12) month-period for the employee. The employee, for such a transfer, must meet the position's normal requirements.

However, by virtue of this clause:

- a) a regular part-time employee shall not be transferred to a full-time position, or vice versa;
- b) a regular employee shall not be transferred to a different establishment of the College located more than 50 kilometres from his own;
- c) a regular full-time or part-time employee shall not be transferred to a full-time or part-time position including a temporary layoff, or vice versa;
- d) a regular part-time employee shall not be transferred to a position consisting of a number of hours inferior to that of his current position or greater than seventy-five percent (75%) of the number of hours provided for in clause 7-1.01 for his employment class;
- e) unless there is an agreement between the College and the employee, the employee may not be transferred to a position involving a different work schedule.

Transfers may be done by the College for positions with an incumbent, if the concerned employees agree to it.

### **5-2.02**

When it uses the posting procedure, the College shall choose, from among the applicants, the one who:

- a) possesses the qualifications required for the class of employment in the classification plan and
- b) meets the conditions required by the College with regard to the position concerned. The College cannot require additional number of years of experience or schooling other than those provided for in the classification plan.

The applicant or the Union may contest the conditions required by the College other than the qualifications required in the class of employment in the classification plan; it shall then

be the responsibility of the College to prove that such conditions are pertinent to and in accordance with the position concerned.

Nevertheless, the employee who does not possess the schooling required for the position concerned may apply if he meets the following provisions, and this, with the exception of all technician classes of employment provided for by the classification plan:

- a) Have the relevant years of experience required to make up for the lack of schooling in the ratio of two (2) years of experience per year of schooling.
- b) Have the relevant years of experience required for the position.

### **5-2.03**

If the College decides to maintain the attributions for a position, the incumbent of which has had a right to a compensation according to clause 9-4.13 and to conform with clause 9-4.16, such incumbent is reputed to have the qualifications and conditions required by the College provided for in the first (1<sup>st</sup>) paragraph of clause 5-2.02 with regards to the concerned position and this under reserve of the Law.

### **5-2.04 Test on standard software**

An employee who applies for a position shall not have to undergo a test regarding his knowledge of the standard software used at the College for which he holds a certificate of competency issued by the College corresponding to the level of knowledge required by the College.

Each year, the College offers employees the opportunity to take tests to determine their level of knowledge of the standard software.

On the basis of this evaluation, the College shall issue the employee a certificate of competency stating their level of knowledge. This certificate shall be valid for a period of two (2) years.

The parties may agree by local agreement to modify his clause.

### **5-2.05 Test on limited access software**

An employee who applies for a position shall not have to undergo a test regarding his knowledge of a software with limited access.

However, if applicable, an employee who obtains a position must accept the training offered by the College and acquire the required skills within a period of twenty (20) working days, failing which the College shall reinstate the employee in his former position and notify the Union in writing.

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

The parties may agree by local agreement to modify this clause.

**5-2.06**

In no event may technological changes have as their effect preventing an employee from obtaining any position in the employment class for which he is already qualified, provided that he accepts the necessary professional development offered by the College. However, the employee must acquire the required skills within a period of twenty (20) working days, failing which the College shall reinstate the employee in his former position and notify the Union in writing.

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

**5-2.07**

When the College uses the posting procedure, it must respect the following priority order for the nomination; when more than one person benefit from the same priority according to this clause, the College chooses the one with the most seniority or, in the case provided for by paragraph 9. of this clause, the one having the most worked or paid time as an occasional or substitute employee within the thirty (30) months preceding the beginning of posting:

1. The employee concerned by paragraph h) of clause 5-4.03, the employee concerned by clause 5-6.04 or the employee placed on availability from the College who meets the normal requirements for the position in a case of transfer or demotion or, in a case of promotion, who answers the required qualifications and conditions of clause 5-2.02.
2. The candidate, a regular employee of the College with employment security, if he meets the required qualifications and conditions of clause 5-2.02.
3. The employee placed on availability from a College of the same zone, for a position in his class of employment or constituting a transfer and meeting the normal requirements for the position, as long as he has more seniority than an employee referred to by paragraph 5 of this clause.
4. The employee placed on availability by a College of another zone, for a position either in his class of employment or constituting a transfer, who meets the normal requirements for the position as long as he has more seniority than an employee referred to by paragraph 5 of this clause and who has applied for the position.
5. The applicant who is a regular employee of the College or a regular employee of the College entitled to the employment priority provided for in section 5-5.00, if he meets the qualifications and conditions provided for in clause 5-2.02.
6. The candidate, an employee of a College of the same zone who benefits from the employment priority provided for by section 5-5.00, for a position in his class of employment, if he meets the required qualifications and conditions of clause 5-2.02.

7. The candidate, an employee of a College of another zone who benefits from the employment priority provided for by section 5-5.00, for a position in his class of employment, if he meets the required qualifications and conditions of clause 5-2.02.
8. The candidate, a regular employee of the College, if he meets the normal requirements for the position to be filled.
9. The substitute or occasional candidate referred to by clause 5-1.08 who meets the required qualifications and conditions of clause 5-2.02.
10. The candidate whose surname and given name is forwarded by the Placement Office, who has made a request according to clause 5-2.13, if he meets the qualifications and conditions provided for in clause 5-2.02.
11. The person provisionally assigned from another category of personnel of the College and who meets the normal requirements for the position.
12. The outside candidate whom the College will be able to hire if he meets the required qualifications and conditions provided for in the first paragraph of clause 5-2.02.
13. The teacher or the non-teaching professional placed on availability by the College who meets the normal requirements for the position and who has applied for it.
14. The outside candidate whom the College will be able to hire even if he does not meet the required qualifications and conditions of the first paragraph of clause 5-2.02, but as long as he is more qualified than the candidate, a regular employee of the College, who does not meet the normal requirements for the position to be filled.

#### **5-2.08**

The candidate, a regular employee of the College, who obtains a position according to the present section, has a right to a maximum period of twenty (20) working days to accept the position or to decide to return to his former position.

When the College decides to fill a position made vacant following the nomination of an employee, it does not have to transfer or post before the end of the twenty (20) working days period. The position may then be filled either by a substitute employee, or by temporary assignment.

#### **5-2.09**

When the College proceeds to a temporary assignment, it may designate an employee of its choice who accepts such an assignment. If no employee accepts, except in the case provided for by clause 5-1.15, the College may designate the one with the least seniority who meets the normal requirements for this assignment.

During any temporary assignment, the employee is released from his position for the duration of such assignment and in an equal proportion.

This clause may be modified subject to a local agreement between the parties.

**5-2.10**

When an employee, at the College's request, temporarily performs a function usually performed by an employee of a class of employment in which the maximum of the salary rate or salary scale is less, he receives his regular salary for the duration of that work.

**5-2.11**

When an employee, at the College's request, temporarily performs a function usually performed by an employee of a class of employment in which the maximum of the salary rate or salary scale is greater, he is paid according to the salary of that class of employment from the first (1st) day of his assignment and this as if it was a promotion.

**5-2.12**

The employee permanently affected to a position receives the salary attached to that position from the moment of his assignment, or, at the latest, when the delay provided for in clause 5-1.09 expires.

**5-2.13 Voluntary transfer of an employee from one College to another**

Twice a year, in May and November, a regular employee who wishes to be transferred to another College may make a request to such effect, in writing to his College. His request must mention the name of the employment class or classes and the name of the College or Colleges where he wants to be transferred to and if the desired position is to be full-time or part-time. This request must be repeated at one or the other of the two (2) dates mentioned if the employee who has not obtained a transfer still desires one.

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

Such a transfer is only possible in the event of a vacant position.

The employee who obtains such a transfer, brings to his new employer his seniority, the balance of his bank of sick leave days without cash surrender value and his status as a regular employee and, if his new employer agrees, his sabbatical leave with deferred or anticipated salary.

The employee who obtains a transfer to another College according to this clause is considered as having resigned from his College.

**Article 5-3.00 - Seniority**

**5-3.01**

A seniority list is established at the date of the expiry of the 2000-2002 Collective Agreement in accordance with said Provisions. That list will be posted within the ninety (90) calendar days following the date of coming into force of the collective agreement, and this for a duration of sixty (60) calendar days.

During the posting period, the Union, or any employee acting through the Union, may contest the calculation of an employee's seniority by presenting justifications for the said protest.

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

### **5-3.02**

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

Each year, during the posting period, the Union, or any employee acting through his Union may contest the calculation of an employee's seniority by justifying the protests. Nevertheless, a protest cannot have the effect of contesting or correcting the seniority list of the previous year.

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

### **5-3.03**

The calculation of seniority shall be made in the following manner:

- a) Seniority shall mean and include the total duration in years, weeks and days worked or paid for as College support personnel, by any regular employee covered by this document. The seniority of any regular employee shall begin as of the date of the first day of work in a position for the College or teaching institutions to which the College succeeds or has succeeded.

Notwithstanding what precedes and this as of May 11, 1987, the time worked or paid for as an occasional or substitute employee is calculated for seniority purposes in the following manner:

1.
  - i) the employee who is employed by the College as an occasional or substitute employee when he obtains his position and who has completed his probation period will have recognized all the time worked or paid for as an occasional or substitute employee since the last hiring date at the College;
  - ii) nevertheless, if the employee's seniority as recognized within the meaning of the preceding paragraph is of less than three (3) years, and if his last



hiring date is a later one than May 11, 1987, the time worked or paid for as an occasional or substitute employee since May 11, 1987, is also recognized with the exception of the time prior to an interruption of the employment bond of more than one (1) year. However, in this case seniority shall not be calculated retroactively for more than three (3) years.

2. The employee who is not employed by the College when he obtains a position and who has completed his probation period is granted seniority for the time worked or paid for as an occasional or substitute employee since May 11, 1987, with the exception of the time prior to an interruption of the employment bond of more than one (1) year. However, in no case shall the seniority be calculated retroactively for more than three (3) years.
- b) For the regular, part-time employee, seniority shall be calculated in hours worked or paid for and shall be converted into years, weeks and days worked or paid for as of June 30 of each year, taking into account the regular hours provided for by clause 7-1.01 for his class of employment.
  - c) The regular yearly hours shall be one thousand eight hundred and twenty (1,820) hours for the classes of employment provided for by Appendix "2" and two thousand and fifteen (2,015) hours for the classes of employment provided for by Appendix "3"; this shall equal one (1) year of seniority.
  - d) An employee may not accumulate more than one (1) year of seniority during the same contractual year.

#### **5-3.04**

Seniority shall continue to accumulate:

- a) during an absence due either to a work accident or to an employment injury recognized as such by the Commission de la santé et de la sécurité du travail;
- b) during a study leave with or without pay;
- c) during a leave of absence for union activities as provided in section 3-3.00 or 3-4.00;
- d) during a leave of absence covered by section 7-4.00;
- e) during the first twenty-four (24) months of an employee's illness or accident;
- f) during an employee's suspension;
- g) during a period of placement on availability;
- h) during a period of temporary layoff;

- i) during a leave of absence without pay other than those provided for in this clause, and this, for a maximum duration of thirty (30) days per contractual year;
- j) during a sabbatical leave with deferred or anticipated salary;
- k) during the first twenty-four (24) months of a provisional assignment to another category of personnel;
- l) during a loan of service as provided for in clause 5-6.13 or section 5-11.00;
- m) during a gradual retirement leave covered by section 7-18.00.

### **5-3.05**

Seniority shall cease to accumulate but shall remain to the employee's credit:

- a) during the exercise of a public office;
- b) notwithstanding clause 5-3.06 b), during a period of layoff of an employee benefiting from the employment priority, and this, for as long as he remains on the list of the Placement Office;
- c) for the portion of the leave without pay exceeding thirty (30) days as stipulated in clause 5-3.04 i);
- d) for the portion of the sick or accident leave exceeding the twenty-four (24) month period provided in clause 5-3.04 e);
- e) for the portion of a provisional assignment exceeding the twenty-four (24) month period provided for in clause 5-3.04 k).

### **5-3.06**

Seniority shall be lost:

- a) when an employee resigns;
- b) when the employee's job terminates;
- c) when the employee is dismissed.

## **Article 5-4.00 - Elimination of a Position Having an Incumbent**

### **5-4.01**

Twice a year, on the last working day of May and on the last working day of November, the College shall provide the Union, for consultation purposes, with a list of positions which it intends to eliminate in the period concerned and also the foreseen dates of those

eliminations. That consultation occurs within the L.R.C. and finishes within thirty (30) days following each of the two (2) above-mentioned dates.

For the purposes of this section, an excessive work load cannot fall onto an employee solely because of the elimination of a position.

**5-4.02**

Should a position be eliminated, the College must inform the Union and the employee concerned at least thirty (30) days before the elimination takes effect.

**5-4.03**

For the purposes of applying clauses 5-4.04 to 5-4-06, the following provisions shall apply:

- a) When a position must be eliminated or an employee must be displaced, the College shall send the Union and the employee concerned a list of positions that are vacant or that have an incumbent, representing a transfer or a demotion for the employee, among which he has to choose. The College shall indicate the positions for which it believes the employee meets the normal requirements. These requirements must be relevant to and associated with the position concerned.
- b) In all cases, an employee must meet the normal requirements of the position to be obtained.
- c) In all cases, the displacement of an employee shall be possible only if the displaced employee has less seniority than the employee displacing him.
- d) If more than one employee chooses the same position, the position shall be given to the employee with the most seniority.
- e) Solely for the purposes of this section, "department" shall mean a group of employees under the authority of the same immediate supervisor.
- f) A regular employee may not displace an employee who holds a position with temporary layoff and vice versa.
- g) A regular employee who holds a position in an employment class provided for in Appendix "2" shall not be obliged to displace an employee who holds a position in an employment class provided for in Appendix "3" or to accept a vacant position from an employment class provided for in Appendix "3", or vice versa.
- h) If the displacement process results in a demotion, the employee's employment class and salary progression shall be maintained. This employee shall then be obliged to accept a position in his employment class as soon as the College offers him such a position, provided he has more seniority than an employee on availability covered by paragraph 1. of clause 5-2.07.

- i) The College may not force a regular full-time employee to become a regular part-time employee.

#### **5-4.04 Displacement process for full-time employees with job security**

A full-time employee with job security whose position is eliminated or who is displaced by another employee shall be subject to the following displacement process:

1. The employee shall be obliged to:

- displace the full-time employee with the least seniority who holds a position in his employment class in his department. If the displacing employee is the full-time employee with the least seniority in his employment class in his department, he may choose to displace the full-time employee with the least seniority who holds a position from another employment class in his department;

or

- displace the full-time employee with the least seniority who holds a position in his employment class at the College;

or

- accept a full-time vacant or newly created position in his employment class.

2. If it is impossible to make a choice according to paragraph #1. of this clause, the employee shall be obliged to:

- displace the full-time employee with the least seniority who holds a position in another employment class at the College;

or

- accept a full-time position that is vacant or newly created in another employment class.

If an employee cannot displace another employee or cannot obtain a vacant or newly created position, he shall be notified by the College that he will be placed on availability.

#### **5-4.05 Displacement process for part-time employees with job security**

A part-time employee with job security whose position is eliminated or who is displaced by another employee shall be subject to the following displacement process:

1. The employee shall be obliged to:

- displace the part-time employee with the least seniority who holds a position in his employment class in his department. If the displacing employee is the employee

with the least seniority in his employment class in his department, he may choose to displace the part-time employee with the least seniority who holds a position in another employment class in his department;

or

- displace the part-time employee with the least seniority who holds a position in his employment class at the College;

or

- accept a part-time position that is vacant or newly created in his employment class.

2. If it is impossible to make a choice according to paragraph #1 of this clause, the employee shall be obliged to displace the employee with the least seniority who holds a position in his employment class and who does not have job security, irrespective of the number of hours of the position, provided the displaced employee has less seniority.

3. If it is impossible to make a choice according to paragraph #2 of this clause, the employee shall be obliged to:

- displace the part-time employee with the least seniority who holds a position in another employment class at the College;

or

- accept a part-time position that is vacant or newly created in another employment class.

4. If it is impossible to make a choice according to paragraph #3 of this clause, the employee shall be obliged to displace the employee with the least seniority who holds a position in another employment class and who does not have job security, irrespective of the number of hours of the position.

If an employee cannot displace another employee or cannot obtain a vacant or newly created position, he shall be notified by the College that he will be placed on availability.

Notwithstanding the foregoing, a part-time employee with job security whose position is eliminated or who is displaced shall not be obliged to accept a position with fewer hours than the position he held, except in cases of displacement of an employee who does not have job security, as provided for in paragraphs #2 and #4 of this clause.

However, if the employee's choice involves obtaining a position that has fewer regular hours than the position he held, the employee shall be entitled to salary protection based on the number of hours of the position he held. In such a case, the employee entitled to such protection shall be subject to clause 5-6.03 for purposes of assignment regarding

the difference between the number of hours of the position he held and his new position. However, this employee shall be obliged to accept a position whose hours are equal to or greater than the number of hours of the position he held as soon as the College offers him such a position.

#### **5-4.06 Displacement process for employees with employment priority**

An employee who has employment priority and whose position is eliminated or who is displaced by another employee may displace an employee with the least seniority who is an incumbent of a position in his employment class.

#### **5-4.07**

Upon receiving the notice provided for by clause 5-4.02, the employee benefits of five (5) working days to give the College, in writing, his choice of displacing or his acceptance of a vacant position. Then, each displaced employee benefits of the same delay, if necessary.

If the College refuses the employee's choice, the employee shall have, as of the date of the College's refusal, a period of five (5) working days to make a final choice.

However, if an employee with job security whose position is eliminated or who is displaced cannot obtain a vacant or newly created position in his employment class, he may notify the College of his intention to be placed on availability instead of the employee who would be placed on availability at the end of the process. If applicable, the College shall inform the employee in writing of the possibility of his placement on availability via substitution. The employee shall then have five (5) working days to notify the College in writing to confirm or reverse his decision.

#### **5-4.08**

If an employee refuses a vacant or newly created position or refuses to displace another employee, he shall be considered as having resigned and is not entitled to the severance pay.

Notwithstanding the previous paragraph, when a College includes more than one establishment, the employee does not have to displace another employee or obtain a vacant position in an establishment situated more than fifty (50) kilometers from his own.

#### **5-4.09**

The full-time employee who is entitled to employment security may, if he so wishes and if the College so agrees, become a part-time employee. The full-time position shall then become a part-time position and the provisions concerning the elimination and creation of positions shall not apply.

#### **5-4.10**

The displacement or the placement on availability provided for in this section must be preceded by at least a five (5) working day advance notice with a copy to the Union.

In the event of a layoff, this advance notice must comply with the provisions of the Act respecting labour standards (R.S.Q., c. N-1.1).

A displacement, placement on availability or layoff shall take effect on the date the position is eliminated or on the date the displacement process is completed, whichever is later.

#### **5-4.11 Early Retirement**

In order to prevent placement on availability or to diminish the number of employees to be placed on availability, the College may offer an early retirement leave with pay to an employee who is eligible for it according to the terms provided hereinafter. This may involve the transfer of one or more employees. The salary at the time of the early retirement is that which the employee would earn if he were still in the employ of the College. It is the employee's privilege to accept or refuse this early retirement.

The maximum duration of the early retirement leave of absence shall be one (1) year and only the employee who pledges to retire at the end of such a leave of absence shall be eligible.

#### **5-4.12 Severance Pay**

At the time of his placement on availability and during the time that he remains on availability, the employee may choose to receive severance pay equal to one (1) month's salary for every complete year of service up to a maximum of six (6) month's salary. This payment shall be administered by the College at the time the employment of the employee is terminated.

The granting of such a premium cannot be obtained more than once by the same employee in the Education sector. Moreover, the employee cannot obtain a job in the Education sector for one (1) year beginning from the date on which he received the severance payment.

#### **5-4.13 Special Arbitration Procedure**

The parties agree to institute a special arbitration procedure in order to convey to arbitration any grievance of an employee who believes himself wronged in his rights recognized by sections 5-5.00 and 5-6.00.

The employee or the Union that wants to file a grievance must submit it in writing to the first arbitrator thus sending it to the Records Office of the Education Arbitration Boards within the thirty (30) working days following the event that gives rise to the grievance. A copy of the grievance must be sent simultaneously to the College(s) involved.

The provisions in section 9-2.00 do apply, with the exception of clause 9-2.01. The board's decision is final and binds the employee, the Union(s) and the College(s) concerned.

### **Article 5-5.00 - Employment Priority and Engagement Priority**

#### **5-5.01**

This section shall apply to the regular full-time employee who has completed sixty (60) days worked or paid for and to the regular part-time employee who has completed

ninety (90) days worked or paid for who is laid off by virtue of section 5-4.00. It will not apply to the employee covered by section 5-6.00.

## **Employment Priority**

### **5-5.02**

The regular employee shall retain, without salary, for a period of two (2) years, employment priority as provided for in clause 5-2.07.

### **5-5.03**

The employee concerned by clause 5-5.01, to whom an offer of employment has been made through registered mail benefits from a delay of ten (10) working days to accept. For lack of an affirmative answer, his name is removed from the list of the Placement Office under reserve of clause 5-5.07.

### **5-5.04**

In his new place of employment, he shall maintain his status as a regular employee, his bank of sick-leave days without cash surrender value, as well as the accumulated seniority.

### **5-5.05**

As soon as the employee is relocated by virtue of the provisions of this section, his name shall be removed from the list of the Placement Office and he will be able to exercise his right to employment priority only in the case of another lay off.

His name shall also be removed from the list of the Placement Office if the employee renounces employment priority or if the Placement Office cannot contact him after having sent two (2) registered letters to his last known address during one (1) calendar month.

### **5-5.06**

For the purposes of employment priority, the zone of each College shall be defined as per Appendix "6".

### **5-5.07**

For the purposes of applying this section:

- a) An employee does not have to accept a position in a College from another zone.
- b) An employee of a French language college who is offered a position in an English language college does not have to accept the position.
- c) An employee from an English language college who is offered a position in a French language college does not have to accept the position.
- d) A part-time employee does not have to accept a full-time position; nevertheless he must accept any part-time position.



- e) When the College has more than one establishment, the employee does not have to accept a position in an establishment that is situated more than fifty (50) kilometers from his own.

#### **5-5.08 Engagement Priority**

The employee who benefits from employment priority according to the terms of this section also has a right to engagement priority in his College according to clause 5-1.15.

### **Article 5-6.00 - Employment Security**

#### **5-6.01**

This section shall apply to the regular employee who is placed on availability and who meets the following conditions:

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

#### **5-6.02**

For the purposes of this section, the following shall be recognized as service time:

- a) The period or periods during which a regular employee has received an official remuneration from the College, for work performed or an authorized absence with pay, provided for in the agreement.
- b) The duration of a maternity leave as provided for in clause 7-4.06 or clause 7-4.07.
- c) A maximum duration of six (6) weeks during an extension of maternity leave granted under clause 7-4.10.
- d) The duration of a paternity leave as provided for in clause 7-4.24.
- e) The duration of an adoption leave as provided for in clause 7-4.29 or clause 7-4.30.
- f) The duration of a special leave as provided for in clause 7-4.21 or clause 7-4.22.
- g) The period or periods during which a regular employee receives benefits payable under clause 7-14.29 due to a work accident or an occupational illness recognized by the CSST and attributable to the College.

Nevertheless, except in the cases of absences mentioned in the preceding paragraph, it shall be agreed that the absences during which an employee receives benefits, by virtue of a salary insurance plan, a parental insurance plan, an employment insurance plan, a retirement plan or from the Commission de la Santé et de la Sécurité du Travail, shall not be considered as authorized absences with pay for the purposes of this section.

Moreover, when the College decides to create a position to maintain the activities of a specific project, the last occasional employee hired for this specific project and who obtains the position shall receive recognition for the time worked or paid during this project for the purposes of job security.

### **5-6.03**

The employee placed on availability shall retain his employment ties until he is relocated or until he refuses an offer of employment according to the provisions of this chapter or until he resigns from the College.

The salary protection of the employee on availability shall be determined on the basis of the regular number of hours pertaining to his position at the time of his placement on availability.

While on availability, the employee shall be assigned, according to his abilities, to any duties determined by the College and included in the category corresponding to his employment class as defined in Appendix "11".

All the provisions of the agreement shall apply for as long as the employee is on availability.

Notwithstanding the provisions of section 5-2.00, the College may assign the employee on availability to a vacant or newly created position included in the category corresponding to his employment class as defined in Appendix "11" and for which the number of working hours is inferior to that of his former position. In the case of a demotion or a promotion, clauses 5-2.10 and 5-2.11 shall apply.

### **5-6.04**

The employee placed on availability benefits from the priority provided for by clause 5-2.07. However, the part-time employee is not obliged to accept a position for which the number of working hours is lower than that of his former position.

The employee who obtains a position through demotion by virtue of paragraph 1. of clause 5-2.07 keeps his class of employment and his evolutive salary. Such an employee is obliged to accept a position in his class of employment as soon as a position for which the number of working hours is equal to or greater than that of his former position is offered, as long as he meets the normal requirements of the position and has more seniority than an employee placed on availability to whom paragraph 1. of clause 5-2.07 applies.

**5-6.05**

The employee placed on availability to whom an offer for a position is made through registered mail shall benefit from a ten (10) day delay to accept or refuse the position. Failure to reply shall be considered as a refusal.

In the case of a refusal and if the refusal concerns a position in his College or in a College from the same zone, this employee shall be considered as having resigned.

**5-6.06**

An employee relocated in another College of the same zone shall retain, for the purpose of a later relocation, the zone of the College which was his employer at the time of his first placement on availability.

**5-6.07**

An employee placed on availability in a zone in which is located only his College and who accepts a position in a college from another zone according to clause 5-2.07, shall be entitled to a premium equal to four (4) months of salary, paid by the College where he is employed at the time of his placement on availability.

Similarly, an employee placed on availability in a zone in which there is more than one college and who accepts a position in a college located in another zone, shall be entitled to a premium equal to two (2) months of salary, paid by the College where he is employed at the time of his placement on availability.

**5-6.08**

When an employee is relocated according to the provisions of this section, he shall maintain his status as a regular employee, his accumulated seniority, as well as his bank of sick leave days without cash surrender value and, if his new employer agrees, his sabbatical leave with deferred or anticipated salary. He shall also be considered as having submitted his resignation to his former college at the time he is relocated.

**5-6.09**

The zone for each College, for the purposes of employment security, appears in Appendix "6".

**5-6.10**

For the purpose of applying this section:

- a) An employee does not have to accept relocation in a college where the support staff is not unionized.
- b) An employee of a French language college offered a position in an English language college does not have to accept the position. Similarly, an employee from an English language college offered a position in a French language college does not have to accept the position.
- c) The employee does not have to accept a position in a College of another zone.

- d) When the College has more than one establishment, the employee does not have to accept a position in an establishment that is situated more than fifty (50) kilometers from his own.
- e) The employee does not have to accept a position in another College for which the number of working hours is lower than that of his former position. If he accepts, he shall receive the salary attached to his new position.

### **Inter-category Relocation**

#### **5-6.11**

The professor or the non-teaching professional from the College who was placed on availability may be relocated in a position of a class of employment provided for by the classification plan of the support personnel, according to the priority order provided for by clause 5-2.07, as long as he applies for the position and meets its normal requirements.

#### **5-6.12**

The professor or the non-teaching professional relocated according to the provisions of clause 5-6.11 maintains all his rights, as long as they are compatible with the provisions of the collective agreement.

### **Measures permitting a resorption of the employees placed on availability in the College network**

#### **5-6.13**

The College may assign an employee placed on availability to a community organism through a loan of service.

#### **5-6.14**

The College may propose a retraining project to an employee placed on availability or accept a project submitted by that employee.

Such a retraining project must result in preparing the employee placed on availability to occupy a position from another class of employment provided by the classification plan.

Such a retraining project cannot exceed a two (2) year duration.

#### **5-6.15**

Clauses 5-6.13 and 5-6.14 may be modified subject to a local agreement between the parties.

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

#### **5-7.01**

When an employee benefiting from employment priority or from employment security is laid off or placed on availability, whichever the case may be, he shall be referred to the Placement Office.

### **5-7.02**

The Placement Office is an employer's organization.

### **5-7.03**

The Placement Office shall fulfil the following functions:

- a) Establish the lists of:
  - laid-off employees;
  - employees placed on availability;
  - the employees who have requested a voluntary inter-collegial transfer in accordance with clause 5-2.13;
  - vacant positions.
- b) Transmit to the parties involved (Colleges, Federation, Ministère, unions, national union party) the information provided for in paragraph a).
- c) Carry out the operations required for the relocation of employees being laid off or placed on availability and the operations relating to requests for voluntary transfer.
- d) Register the refusals and so inform the colleges concerned with copies to the Union concerned.

### **5-7.04**

The employee benefiting from employment security who must move following the application of the rules appearing in section 5-6.00 of the agreement shall benefit from the moving costs provided for the support personnel in Appendix "1", in all cases where the allowances provided by the federal program of manpower mobility do not apply.

This reimbursement is only possible if the distance between the employee's domicile and the working premises of his new college is more than fifty (50) kilometres.

## **Parity Committee for the Supervision of Employment Security**

### **5-7.05**

The national parties must set up a parity committee for the supervision of employment security.

### **5-7.06**

The parity committee is made up of representatives of the national employer and the national union parties from the CEGEP sector 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-82).

### **5-7.07**

Within the sixty (60) days of the date of coming into force of the agreement, the national parties shall agree as to the designation of the chairman of the parity committee.

In case of the chairman's resignation or of his inability to act, the national parties agree to find a substitute for him. In case of disagreement with regard to the choice of a chairman within ninety (90) days of the date of coming into force of the agreement or within thirty (30) days of the selected chairman's resignation or incapacity to act, his replacement shall be appointed by the Labour Minister.

**5-7.08**

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

**5-7.09**

The parity committee shall decide its operating rules. It is agreed that the parity committee shall be authorized to obtain from the Placement Office for the CEGEP personnel, all the information held by the said Office which the parity committee deems it advisable to obtain. The head of the Placement Office for the CEGEP personnel shall attend the meetings of the parity committee but he is not a member of the parity committee and he has no voting right.

**5-7.10**

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

**5-7.11**

The parity committee has the mandate:

- a) to supervise the interests of the parties to this document regarding the placement of personnel;
- b) to advise the Placement Office for the CEGEP personnel in the execution of its mandate.

**Article 5-8.00 - Disciplinary Measures**

**5-8.01**

Any disciplinary measure must be the subject of a written notice addressed to the employee concerned and containing an explanation of the reasons for such measure. Simultaneously the College informs, in writing, the Union of the disciplinary measure.

However, if during the two (2) working days following the sending of the notice to the employee, this employee does not object in writing to the disclosing of the reasons for the disciplinary measure to the Union, the College shall send to the Union a true copy of the notice to the employee.

**5-8.02**

Any employee who receives a letter of reprimand or who is suspended or dismissed, these being the only disciplinary measures possible, may submit his case to the regular grievance procedure. In the case of suspension, it shall be limited in time.

**5-8.03**

A suspension shall not interrupt an employee's continuous service.

**5-8.04**

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

**5-8.05**

In the case where the College, through its authorized representative, decides to summon an employee with a view to imposing a disciplinary measure, this employee must receive advance notice of at least twenty-four (24) hours specifying the time and place where he must present himself, the nature of the accusation brought against him and the fact that he may, if he so desires, be accompanied by a union representative. Each time the College summons an employee, it must so advise the Union immediately. Nevertheless, in certain serious cases, the College may convene an employee without respecting the twenty-four (24) hour notice; in this case, the Union must be advised immediately.

**5-8.06**

No admission of guilt signed by the employee may be used against him in front of an arbitration court unless it involves:

- a) an admission of guilt signed in the presence of a union representative;
- b) an admission of guilt signed in the absence of a union representative but not repudiated in writing by the employee within the three (3) working days following the signing.

**5-8.07**

In a case of dismissal, if there is a protest by means of the grievance procedure, as long as the grievance has not been settled, the College may not restore to the employee the benefits to which he is entitled.

**5-8.08**

In the case of the contributory collective insurance and pension plans, as long as the regulations permit and as long as the suspended or dismissed employee continues to pay his contributions, the College must also maintain its contributions for the benefit of the employee. If the employee's dismissal is upheld by arbitral decision, both the College's and the employee's contributions shall terminate immediately.

**5-8.09**

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

**5-8.10**

Any disciplinary measure imposed after thirty (30) days of the incident that gave rise to it, or of the College's knowledge of it, shall be nullified for the purposes of the agreement.

However, this provision may not annul the plurality of incidents, similar or not, which could give rise to a disciplinary measure, and this, subject to the prescription provided in clause 5-8.09.

**Article 5-9.00 - Temporary Layoff**

**5-9.01**

Because of periodical slowdown or of the seasonal suspension of activities of the sectors described in clause 5-9.02, the College may proceed to temporary layoffs.

A temporary layoff shall not be considered as an elimination of a position such as described in section 5-4.00.

**5-9.02**

The sectors affected by this section are the following:

- arena;
- auditorium;
- cafeteria;
- sports centre;
- residence.

The College may also create positions with temporary layoffs in sectors other than those mentioned in the previous paragraph, and this, in compliance with Appendix "15".

**5-9.03**

After consulting the L.R.C., the College may, each year between May 15 and August 31, proceed to such temporary layoffs. The duration of the temporary layoff may vary from one employee to the other but it must be predetermined.

The College may also proceed to temporary layoffs outside of the period described in the preceding paragraph. The duration of such layoffs must be predetermined and may not be less than one (1) month.



**5-9.04**

If, in the same sector, more than one employee doing the same function is likely to be temporarily laid off, the temporary layoffs shall be done in reverse order of seniority and the recalls to work shall be done according to seniority.

**5-9.05**

The College shall inform in writing each employee concerned of the date of coming into force and of the approximate duration of such a temporary layoff.

**5-9.06**

During such a temporary layoff, the employee shall continue to participate in the basic health insurance plan by paying his share of the annual premium, and this, before the beginning of his temporary layoff. He may also continue to participate in the other group insurance plans, if the master policies so allow, provided that he so informs the College and that he pays his share of the annual premium, and this, before the beginning of his temporary layoff.

**5-9.07**

The employee continues to accumulate seniority and to benefit from the payment of legal holidays according to clause 7-5.02 for the period during which he is temporarily laid off.

**5-9.08**

The period during which an employee is temporarily laid off never constitutes a breaking off of the employment bond. Nevertheless, under reserve of clause 5-6.02, the period during which an employee is temporarily laid off is not counted for purposes of employment security acquisition.

**5-9.09**

The employee who wants to do occasional work during the time of his temporary layoff, informs the College in writing of this before he leaves. The College will then offer the concerned employees to do occasional work in accordance with the seniority order.

If the employee refuses such an offer, the College is not obliged to present him any other offer for the rest of his temporary layoff period.

**5-9.10**

Subject to the provisions of sections 5-4.00, 5-5.00 and 5-6.00, the employee resumes his position at the end of his temporary layoff.

**Article 5-10.00 - Provisional Assignment of an Employee to Another Category of Personnel (Teaching Personnel or Non-Teaching Professional Personnel)**

**5-10.01**

A provisional assignment to another category of personnel (teaching personnel or non-teaching professional personnel) of an employee who is entitled to employment security is possible if the employee accepts such an assignment.

**5-10.02**

The conditions of departure and return shall be determined after agreement between the College and the employee. The College shall so inform the Union in writing.

The duration of the provisional assignment shall not exceed twenty-four (24) months.

**5-10.03**

Any provisional assignment of an employee shall be full-time or part-time and to one category of personnel at the same time.

When the employee is assigned on a full-time basis to the category of teaching personnel, he has, for the duration of the assignment, a teaching load equivalent to that of a full-time teacher.

**5-10.04**

During any provisional assignment, the employee is released from his position for the entire duration of the provisional assignment and in a proportion equivalent to his assignment.

The working conditions of the category of personnel to which he is assigned shall apply for the released part of his position.

However, the concerned employee shall remain covered by the group insurance plans (life insurance, health insurance and long term salary insurance) of the support personnel.

**5-10.05**

At the end of his provisional assignment, the employee, who is not placed on availability, resumes his position with all the rights and benefits, as if he had never left his category of personnel.

At the end of his provisional assignment, the employee placed on availability is reintegrated into his category of personnel as an employee on availability with all the rights and benefits as if he had never left his category of personnel.

**5-10.06**

Any provisional assignment may not cancel nor prevent a placement on availability.

**5-10.07**

During his provisional assignment, the employee remains covered by the provisions concerning the relocation provided for in section 5-6.00. If the employee must accept a position by virtue of the employment security provisions, he does not have to occupy it before the end of his provisional assignment.

**5-10.08**

The employee may decide to terminate his provisional assignment before the date provided for subject to an advance notice of two (2) months.

**5-10.09**

This section may be modified subject to a local agreement between the parties.

**Article 5-11.00 – Loan of Service**

**5-11.01**

The College may loan the services of a regular employee to another organization if he so agrees.

**5-11.02**

The College and the employee concerned shall agree in writing on the period and the conditions of the loan of service. The College shall forward a copy of this agreement to the Union.

**5-11.03**

During the loan of service, the employee shall:

- accumulate seniority and experience;
- accumulate service for the purposes of employment security;
- maintain his employment relationship;
- retain his status;
- continue to participate in the pension and group insurance plans;
- continue to receive his salary from the College;
- remain subject to sections 5-2.00, 5-4.00, 5-5.00 and 5-6.00;

as though he were not on loan of service.

**5-11.04**

The employee or the College may terminate a loan of service before the scheduled date of return by giving advance notice of at least one (1) month.

**5-11.05**

At the end of the loan of service, the employee shall be reinstated in his position with his rights, benefits and privileges, subject to the provisions of the collective agreement, as though he had never been on loan of service.

## **CHAPTER 6 - SALARY CONDITIONS**

### **Article 6-1.00 - Particular Provisions Concerning Experience Acquired in 1983**

#### **6-1.01**

The experience acquired during the 1983 calendar year in the Education sector may not be counted for the purpose of determining the step as long as the employee remains employed by the College or another establishment or organism in the Education sector to which he would have been transferred or relocated in accordance with the provisions of a collective agreement governing the employees of that sector.

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

#### **6-2.01**

As of the time of engagement by the College, the employee shall be assigned a class of employment based on the nature of the work and on the characteristic functions which he is customarily and principally required to perform. The class of employment must correspond to one of the classes of employment in the classification plan and to the position posted according to clause 5-1.07 of which he becomes the incumbent.

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

#### **6-2.02**

The College shall determine the new employee's step, in the said salary scale, according to his schooling and his experience following the terms and conditions of this section. However, for the purposes of engagement only, the last fraction of the year of experience greater than nine (9) months shall equal one year of experience.

#### **6-2.03**

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

#### **6-2.04**

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

#### **6-2.05**

However, an employee who possesses more years of experience than the minimum required for the class of employment shall be granted one (1) step per additional year of experience, provided that this experience is deemed valid and directly relevant to the functions described in the class of employment.

The experience required in each class of employment shall constitute a minimum. In all cases, it shall involve the years of experience which prepare the candidate to carry out the function.

In order to be recognized for purposes of determining the step in a class of employment, the experience must be relevant and must have been acquired in a class of employment of an equivalent or higher level than this class of employment, taking into account the requirements of the class of employment.

The relevant experience acquired in a class of employment of a level lower than the employee's class of employment may be used solely to meet the requirements of the class of employment.

#### **6-2.06**

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

### **Article 6-3.00 - Rules Concerning the Advancement in Step**

#### **6-3.01**

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

#### **6-3.02**

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

#### **6-3.03**

Thereafter the advancement from one step to another occurs every year at a date established in accordance with clause 6-3.02, provided that the employee has completed six (6) months worked or paid for in the twelve (12) months preceding this date.

An employee who does not obtain an advancement in step on his annual date may obtain it six (6) months later if he can establish that on this date of annual advancement in step he completed six (6) months worked or paid during the preceding twelve (12) months. This date shall then become his date of annual advancement in step.

#### **6-3.04**

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

#### **6-3.05**

An accelerated advancement of two (2) additional steps shall be granted on the stipulated date of advancement when the employee has successfully completed occupational studies of a duration equivalent to one (1) full-time year, provided that these studies are deemed

directly relevant by the College and above the educational qualifications required for the class of employment to which the employee belongs.

**6-3.06**

Notwithstanding the provisions of clause 2-3.02, the part-time employee shall benefit from the annual advancement in step according to the provisions of the present section.

**Article 6-4.00 - Rules Concerning Promotion and Transfer**

**6-4.01**

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

- a) the salary step of his new class of employment which assures him an increase in salary at least equal to the difference between the first two (2) steps of the new class of employment;
- b) the salary step of his new class of employment corresponding to his years of experience relevant to his new function and to his schooling, and this according to the terms and conditions provided for in clauses 6-2.05 and 6-2.06;
- c) maintenance of his salary.

**6-4.02**

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

- a) the salary step corresponding to his years of experience relevant to his new function and to his schooling, and this according to the terms and conditions provided for in clauses 6-2.05 and 6-2.06;
- b) maintenance of his salary.

**Article 6-5.00- Creation of New Classes of Employment and Modification to the Classification Plan**

**6-5.01**

If, during the period of this agreement, the College ascertains that the classification plan does not seem to correspond to a duty performed by one or more employees, it then refers the problem to the national employer party, who shall consult the national union party.

If a new class of employment is created, the national employer party shall establish the salary of this new class of employment and shall so notify the national union party. The new class of employment shall become part of the classification plan.

**6-5.02**

Once the salary is established according to clause 6-5.01, the national parties shall meet within the shortest delay possible in order to discuss and agree upon said salary.

**6-5.03**

In case of disagreement on said salary, the Union concerned by the new class of employment may, within the thirty (30) working days following the meeting of the national parties provided for in clause 6-5.02, request that one of the arbitrators named in section 9-2.00 decide on the salary to be assigned to the new class of employment, taking into account the salary associated with similar classes of employment in the sectors provided for in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

**6-5.04**

The definite salary of the new class of employment shall be retroactive to the earliest of the following dates:

- the date on which the employer requests the creation of the new class of employment;
- or
- the date on which the employee effectively assumes the responsibilities of his new class of employment.

**6-5.05**

Subject to the present section, the national employer party undertakes not to modify the classification plan without first consulting the national union party.

In the case where a modification of the classification plan during the agreement causes the demotion of an employee, the latter retains the evolutive salary corresponding to his former class of employment.

**Article 6-6.00 - Premiums**

**6-6.01**

The premiums provided for in this section shall be increased by two percent (2%) on April 1 of each of the following 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), with the exception of:

- premiums expressed as a percentage of the employee's salary;
- premiums that were not subject to any increase at the conclusion of the last round of national negotiations.

### 6-6.02 Evening shift premium

An employee, for whom half or more of the regular working hours occur between 6 P.M. and midnight shall be entitled, for each hour actually worked, provided that the hours worked are not paid at the overtime rate, to the evening shift premium, which rates, subject to the provisions of clause 6-6.01, shall be as follows:

Rate	Rate	Rate	Rate	Rate
until	2006-04-01 to	2007-04-01 to	2008-04-01 to	as of
2006-03-31	2007-03-31	2008-03-31	2009-03-31	2009-04-01
\$0.60/hour	\$0.61/hour	\$0.62/hour	\$0.63/hour	\$0.64/hour

### 6-6.03 Night shift premium

An employee, for whom half or more of the regular working hours occur between midnight and 7 A.M. shall be entitled, for each hour actually worked, provided that the hours worked are not paid at the overtime rate, to the night shift premium, which rates shall be as follows:

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

After an employee reaches five (5) or ten (10) years of seniority, the change in the rate of this premium shall occur on January 1 or July 1, whichever date is closest.

For the full-time employees working on a steady night shift, the parties may, through local agreement, agree to convert all or part of the premium into time off, as long as such agreement does not result in any supplementary costs.

For the purpose of applying the previous paragraph, the mode of conversion of the night shift premium into paid leaves shall be established as follows:

- Eleven percent (11%) is equivalent to 22.6 days;
- Twelve percent (12%) is equivalent to 24 days;
- Fourteen percent (14%) is equivalent to 28 days.

### 6-6.04 Lead hand premium

An employee whose class of employment appears in Appendix "3" and who acts as lead hand, after having been appointed as such by the College, shall be entitled, for as long as he carries this responsibility, to the lead hand premium in addition to the salary or scale rate



provided for his class of employment. These rates, increased in accordance with clause 6-6.01, shall be as follows:

<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
<b>until</b>	<b>2006-04-01</b>	<b>2007-04-01</b>	<b>2008-04-01</b>	<b>as of</b>
<b>2006-03-31</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>2009-04-01</b>
<b>2006-03-31</b>	<b>2007-03-31</b>	<b>2008-03-31</b>	<b>2009-03-31</b>	<b>2009-04-01</b>
<b>\$0.81/hour</b>	<b>\$0.83/hour</b>	<b>\$0.85/hour</b>	<b>\$0.87/hour</b>	<b>\$0.89/hour</b>

This premium shall not apply to the stationary engineer classes.

#### **6-6.05 Availability Premium**

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

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

### **Article 6-7.00 - Remuneration**

#### **6-7.01**

The salary rates and scales provided for in the new collective agreement under sections 5 to 7 of the Act respecting conditions of employment in the public sector (S.Q. 2005, c. 43) which do not include the salary corrections identified and paid in accordance with Chapter IX of the Pay Equity Act (R.S.Q., c. E-12.001), shall be adjusted to take these corrections into account.

#### **6-7.02 Until March 31, 2006**

The salary rates and scales in effect on December 15, 2005 shall be maintained<sup>1</sup> until March 31, 2006 inclusively in accordance with Schedule 1 of the Act respecting conditions of employment in the public sector (S.Q. 2005, c. 43).

#### **6-7.03 As of April 1, 2006**

The salary rates and scales applicable to employees shall be increased<sup>1</sup> by two percent (2%) on April 1 in each of the following 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).

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<sup>1</sup> Taking into account, if applicable, harmonized scales, mergers of job titles or employment classes, changes to the structure of certain scales, the creation of new job titles or employment classes and changes to the classification plan.

The increase in the salary rates and scales shall be calculated on the basis of the hourly rate.

#### **6-7.04 Applicable salary rates and scales**

The rates and salary scales applicable to the periods indicated in the preceding clauses are those appearing in Appendices "2", "3" and "4".

#### **Out-rate or out-scale employees**

##### **6-7.05**

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

##### **6-7.06**

If the application of the minimum rate of increase determined in clause 6-7.05 has the effect of situating on April 1 an employee who was out-scale or out-rate on March 31 of the preceding year, at a salary which is lower than the maximum step of the scale or single salary rate corresponding to his class of employment, this minimum rate of increase is brought to the percentage necessary to permit the employee to reach this step or the single salary rate.

##### **6-7.07**

The difference between, on the one hand, the percentage increase of the maximum salary step or the single salary rate corresponding to the class of employment of the employee and, on the other hand, the minimum rate of increase established in accordance with clauses 6-7.05 and 6-7.06 is paid to him as a lump sum payment calculated on the basis of his salary rate on March 31.

##### **6-7.08**

The lump sum payment provided for in clause 6-7.07 shall be spread over and paid on each pay period in proportion to the regular hours remunerated for the period concerned.

#### **Article 6-8.00 - Credit Union**

##### **6-8.01**

The College shall consent, upon a written authorization received from the employee, to deduct at the source any payment which is to be made to a credit union or "caisse populaire" on the condition that said authorization be for a minimum period of six (6) months.

##### **6-8.02**

The deduction periods shall be from July to December inclusively and from January to June inclusively.

One (1) month before the first deduction is to be made, the College must have received a form signed by the employee which gives all the relevant information.

**6-8.03**

The amounts deducted will be deposited in the credit union or "caisse populaire" on the pay day.

**Article 6-9.00 - Modes of Payment of Salary**

**6-9.01**

The employee's salary shall be paid according to the terms and conditions which existed at the date of expiry of the 2000-2002 Collective Agreement. However, if a pay day falls on a public holiday, the pay will be distributed on the preceding working day.

**6-9.02**

The parties may agree on any other method for the payment of salary, including the payment of salary through a banking institution chosen by the employee.

**6-9.03**

The pay statement attached to the cheque must provide at least the following information:

- the College's name;
- the employee's surname and given name;
- the identification of the employee's job;
- the date of payment and the work period corresponding to the payment;
- the number of hours paid at the basic rate;
- the number of overtime hours paid, with the applicable increase;
- the nature and the amount of premiums, indemnities, allocations or commissions paid out;
- the applicable salary rate;
- the amount of gross salary;
- the nature and amount of deductions made;
- the amount of the net salary paid to the employee;
- the accumulated amounts;
- the employee's social insurance number.

**6-9.04**

All the amounts paid to an employee, other than those mentioned above, shall be paid by a separate cheque.

**6-9.05**

When the employee leaves on vacation, he shall receive the cheque(s) which he would normally receive during this period. The cheque(s) must be negotiable at the beginning of his holidays.

**6-9.06**

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

A statement detailing the amounts paid in form of salary and fringe benefits must accompany the payment.

Furthermore the College must give all the necessary information concerning the procedure for withdrawals from the retirement plan (RREGOP, TPP, CSSP).

**6-9.07**

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

**Article 6-10.00 - Amounts to be Collected**

**6-10.01**

When the College has overpaid an employee, it shall send him a written notice to this effect, with a copy to the Union.

The College may only establish the terms and conditions of repayment after agreement with the employee; in the absence of an agreement and after consultation with the Union, the College shall proceed.

However, it may not deduct more than ten per cent (10%) of the gross salary of the employee's pay, and this until the amount has been completely recuperated.

The employee must pay the interest normally exacted by a local "caisse populaire" for a loan of the same amount for the duration of the repayment, and this starting on the thirtieth (30<sup>th</sup>) day of the reclamation.

**6-10.02**

If the College, for any reason, has not paid all the amounts due to an employee, it shall pay the employee these amounts, as well as the interest that it would normally pay on a loan of the same amount with a local "caisse populaire", as of the thirtieth (30<sup>th</sup>) day following the date on which the sum is due.

**6-10.03**

This section may be modified subject to a local agreement between the parties.

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

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

#### **7-1.01**

The regular number of working hours for the employment classes provided for in Appendix "2" shall be thirty-five (35) hours per week or seven (7) hours per day.

The regular number of working hours for the employment classes provided for in Appendix "3" shall be thirty-eight hours and forty-five minutes (38h.45m.) per week or seven hours and forty-five minutes (7h.45m.) per day.

#### **7-1.02**

Employees shall be entitled to a period of at least one (1) hour without pay, up to a maximum of one and one-half (1½) hours, for their meal.

#### **7-1.03**

The employees whose duties require them to be continually available in their working area shall benefit from a period of half (1/2) an hour with pay within their working hours for their meal.

#### **7-1.04**

The employee shall be entitled to a fifteen (15) minute rest period with pay per half-day of work.

### **Article 7-2.00 - Working Schedules**

#### **7-2.01**

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

#### **7-2.02**

The College shall determine or change the working schedules.

The schedule of the support personnel shall be established for at least one term.

During the term, the schedules cannot be modified except through an agreement between the College and the employee. However, the College shall determine the schedule of any vacant or newly created position.

The determination of the schedules shall take into account, as they apply, the following provisions:

- a) the maximum scheduling time for laboratory personnel (technicians, laboratory assistants and storekeepers) is from 7:30 a.m. until 11:00 p.m., but only exceeding 6:00 p.m. when necessary.

The determination of the schedules may cause the schedule of an employee to vary from one day to another;

- b) with the exception of the personnel provided for in Appendix "3", the scheduling time for personnel assigned to the adult education service, the library, the audio-visual service and the auxiliary services (cafeteria, residence, gymnasium, swimming pool, auditorium, arena) shall be a maximum period of ten (10) hours, from 7:30 a.m. to 6:00 p.m. or from 1:00 p.m. to 11:00 p.m.;
- c) the scheduling time of administrative personnel, except for the ones mentioned in a) and b) supra, shall be a maximum period of ten (10) hours situated between 7:30 a.m. and 6:00 p.m.;
- d) should a change have to be made in the schedule of one or several employees among a group of employees who, in a department or service, exert the same functions and benefit from the same schedule, such new schedules shall be offered to the employees concerned according to seniority. In case of refusal, the College shall modify the schedule of the employee or employees with the least seniority;
- e) notwithstanding the preceding paragraphs a), b), c) and d), the schedules in force at the date of signing of the collective agreement shall be maintained, unless the College modifies them in accordance with the provisions set forth in this clause.

### **7-2.03**

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

### **7-2.04**

The parties may agree by local agreement to set up a program to modify work schedules.

The work schedules resulting from this program must, on an annual basis, respect the number of working hours per week as provided for in clause 7-1.01.

The individual work schedule resulting from the implementation of this program shall become the regular working hours for the employee concerned.

## **Article 7-3.00 - Overtime**

### **7-3.01**

Any work which the College requires a full-time employee to perform outside his regular working hours, workday or workweek, as outlined in sections 7-1.00 and 7-2.00 shall be considered as overtime.

This section applies to a part-time employee from the moment when the number of hours worked exceeds hours in a regular workday or week, as defined in sections 7-1.00 and 7-2.00.

### **7-3.02**

The overtime work shall be offered to the employee who usually performs the work for which the overtime work is required.

Overtime work is optional, unless agreed upon by the parties. Should an employee refuse to work overtime, the College may compel the employee most capable of assuming the task and having the least seniority, to work the required overtime.

### **7-3.03**

If the work can be performed by anyone of several employees having the same function, an equitable distribution of overtime hours must be assured by means of rotation.

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

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

### **7-3.04**

The compensation in time of overtime must be executed within a delay not exceeding the annual holiday period of the employee. The choice of the moment of compensation in time of overtime must take place after an agreement between the College and the employee has been reached.

In the absence of an agreement, the choice must be made at the latest on April 30 of each year. The employee shall submit his choice to the College, which shall take into account the choice of the employee subject to the needs of the service.

### **7-3.05**

Overtime shall be compensated in time. It may however be remunerated in money if the employee so demands.

### **7-3.06**

If overtime is remunerated, it shall be paid in the pay period subsequent to the one during which the work was done, unless an agreement to the contrary is reached between the College and the employee.

### **7-3.07**

The overtime shall be compensated in time at the rate of one hundred and fifty per cent (150%) of the time worked, except for the legal and paid holidays on which the overtime shall be compensated at the rate of two hundred per cent (200%) in addition to the payment of the legal and paid holiday, with the exception of the cases provided for in

clause 7-5.03. The work executed on the second day of the weekly holidays shall also be compensated in time at the rate of two hundred per cent (200%) of the time worked.

**7-3.08**

The employee recalled to effectuate overtime work after having left the College shall receive a minimal compensation of two (2) hours at two hundred per cent (200%).

**7-3.09**

When the overtime is remunerated, the rates provided for in clauses 7-3.07 and 7-3.08 shall apply.

**Article 7-4.00 - Parental Rights**

**Section I - General provisions**

**7-4.01**

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

Maternity and adoption benefits shall, however, be paid only during those weeks for which the employee is receiving parental insurance or Employment Insurance benefits or would be receiving them had he/she applied for them.

In a case where the employee shares adoption or parental benefits provided by the QPIP and the EIP with his/her spouse, the benefit shall be paid only if the employee is actually receiving benefits from one of these plans during the maternity leave provided for in clause 7-4.06 or 7-4.07, or the adoption leave provided for in clause 7-4.30

**7-4.02**

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

**7-4.03**

The College shall not reimburse the employee for amounts payable to the Minister of Employment and Social Solidarity under the Act respecting parental insurance (R.S.Q., c. A-29.011).

Similarly, when the employee's remuneration exceeds one and a quarter (1 ¼) times the maximum insurable earning limit, the College does not reimburse the employee for amounts that could become payable to HRSD under the Employment Insurance Act (1996, c. 23).



**7-4.04**

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

**7-4.05**

Unless specifically stated otherwise, the present section cannot result in a monetary or non-monetary benefit being conferred on the employee beyond what he or she would derive from remaining at work.

**Section II - Maternity leave**

**7-4.06**

A pregnant employee who is eligible for the QPIP shall be entitled to twenty-one (21) weeks of maternity leave which, subject to clause 7-4.11 or 7-4.12, must be taken consecutively.

A pregnant employee who is eligible for the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 7-4.11 or 7-4.12, must be taken consecutively.

A pregnant employee who is not eligible for either the QPIP or the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 7-4.11 or 7-4.12, must be taken consecutively.

An employee who becomes pregnant while on leave without pay or on partial leave without pay, as provided for under this section, is also entitled to this maternity leave and to the allowances provided for in clauses 7-4.14, 7-4.15 and 7-4.16, as applicable.

The employee, whose spouse dies, shall be granted the residual of the maternity leave and shall benefit from its rights and compensations.

**7-4.07**

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

**7-4.08**

The employee who is eligible for the QPIP shall determine the proportions of her maternity leave she will take before and after the delivery. This leave shall be simultaneous with the period during which benefits are payable under the QPIP and shall begin no later than the week following the beginning of benefits under the QPIP.

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

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

#### **7-4.09**

To avail herself of maternity leave, an employee must give the employer prior notice in writing at least two (2) weeks before the date of her departure. A medical certificate of pregnancy or a written report signed by a midwife attesting to the pregnancy and noting the expected date of delivery must accompany the notice.

The time limit for giving prior notice may be reduced upon submission of a medical certificate stating that the employee must leave work sooner than planned. Under unforeseeable circumstances, the employee may take maternity leave without giving such prior notice, provided that a medical certificate stating that she must stop work at once is submitted to the employer.

#### **7-4.10 Extension of Maternity leave**

If the birth of the child takes place later than the expected date, the employee is entitled to an extension of her maternity leave equal to that of the delay, except if she has at least two (2) weeks of maternity leave remaining after the delivery.

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

During such extensions, the employee shall be considered on leave without pay and shall receive no remuneration or compensation from the College. During such periods, the employee shall be covered by clause 7-4.47 for the first six (6) weeks and subsequently by clause 7-4.42.

#### **7-4.11 Suspension of Maternity Leave**

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

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

#### **7-4.12 Discontinuous maternity leave**

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

- a) If the child is hospitalized: the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of weeks of hospitalization.

- b) If the employee is on leave because of an accident or illness that is unrelated to the pregnancy: the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of full weeks the employee is disabled, up to a maximum of fifteen (15) weeks.
- c) If the employee is on leave because of a situation covered by section 79.8 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.

During such interruption, the employee shall be deemed to be on leave without pay and shall not receive any benefits or allowances from the College. The employee shall enjoy the benefits set out in clause 7-4.42.

#### **7-4.13**

When the maternity leave, interrupted or broken down under clause 7-4.11 or 7-4.12, resumes, the College shall pay the employee 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 clause 7-4.14, 7-4.15 or 7-4.16, as the case may be.

#### **7-4.14 Cases eligible for the QPIP**

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

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

However, when the employee 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 College and the amount of the QPIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the QPIP.

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

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

#### **7-4.15 Cases eligible for the EIP**

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

- a) Compensation equal to ninety-three per cent (93%)<sup>2</sup> of her basic weekly salary for each week of the waiting period under the Employment Insurance scheme.
- b) For every week following the period provided for in paragraph a), additional compensation equal to the difference between ninety-three per cent (93%) of her basic weekly salary and the maternity or parental benefit she receives, or would receive upon request, from the EIP, up until the end of the twentieth (20<sup>th</sup>) week of maternity leave.

Such indemnity is calculated on the basis of the Employment Insurance benefits to which the employee is entitled without consideration of any amounts withheld from these benefits as benefit repayments, interest, penalties or amounts otherwise recoverable under the Employment Insurance scheme.

However, when an employee works for more than one (1) employer, she shall receive benefits from each employer. In such cases, the compensation shall be equal to the difference between ninety-three per cent (93%) of her basic weekly salary paid by the College and the percentage of her Employment Insurance benefits corresponding to the proportion of the basic weekly salary paid to her by the College, in proportion to the sum of the basic weekly salaries paid to her by all her employers. For this purpose, the employee shall inform each one of her employers of the weekly salaries paid to her by each employer and at the same time, the total benefits paid to her by HRSD.

In addition, if HRSD reduces the number of weeks for which the employee would be entitled to Employment Insurance benefits had she not received such benefits before her maternity leave, the employee continues to receive the compensation mentioned as the first sub-paragraph of the above paragraph, for a period equal to the number of weeks subtracted by HRSD, as if she had received Employment Insurance benefits throughout those weeks.

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1 An absent employee accumulates service time, provided her absence has been authorized, notably for disability, and entails the payment of a compensation or other remuneration.

2 Ninety-three per cent (93%): this percentage was established to account for the fact that an employee in these circumstances is exempted from Employment Insurance and pension plan contributions, which averages out to seven (7%) of her salary.

#### **7-4.16 Cases ineligible for both the QPIP and the EIP**

An employee who is not entitled to the benefits from either the QPIP or the EIP is also denied the compensation provided for in clauses 7-4.14 and 7-4.15.

However, a full-time employee who has accumulated twenty (20) weeks of service is entitled to a compensation equal to ninety-three per cent (93%)<sup>1</sup> of her basic weekly salary for a period of twelve (12) weeks if she is ineligible for benefits from the QPIP or from a parental rights plan established by another province or territory.

Similarly, a part-time employee who has accumulated twenty (20) weeks of service is entitled to compensation equal to ninety-five per cent (95%) of her basic weekly salary for a period of twelve (12) weeks if she is ineligible for benefits from the QPIP or from a parental rights plan established by another province or territory.

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

#### **Various Provisions Concerning Maternity Leave**

##### **7-4.17**

In the cases provided for in clauses 7-4.14 and 7-4.15, the College may not indemnify an employee on maternity leave by means of the compensation it pays her, for possible reductions of her QPIP or EIP benefits because of income she receives from another employer.

Notwithstanding the provisions of the above paragraph, the College may provide such compensation if the employee can show that her salary is an habitual remuneration, by means of a letter to that effect from the employer paying her. If the employee proves that only a portion of such an income is habitual, compensation applies to no more than that portion.

The College who pays the habitual salary mentioned in the above paragraph must provide the letter at the employee's request.

The total amounts received by an employee as QPIP or EIP benefits and compensation during her maternity leave may in no case exceed ninety-three (93%) of the basic weekly salary paid by the College or, as the case may be, by her employers.

##### **7-4.18**

In cases provided for by clauses 7-4.14, 7-4.15 and 7-4.16:

- a) No compensation shall be paid to an employee for a vacation period during which she is remunerated.

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1 Ninety-three per cent (93%): this percentage was established to account for the fact that an employee in these circumstances is exempted from QPIP, Employment Insurance and pension plan contributions, which averages out to be 7% of her salary.

- b) In the case of an employee eligible for the QPIP, unless the employee is paid weekly, the benefit shall be paid every two (2) weeks, the first (1<sup>st</sup>) instalment to be paid fifteen (15) days after the College has received proof that the employee is receiving benefits from this plan.

In the case of an employee eligible for the EIP, the benefit payable for the first two (2) weeks shall be paid by the College in the first two (2) weeks of the leave. Unless earnings are usually paid on a weekly basis, the indemnity payments due after this date shall be paid every two (2) weeks, the first instalment to be paid within fifteen (15) days of the reception by the College of proof that the employee is receiving benefits from this plan.

Admissible proof under this paragraph includes a benefit statement, a payment stub or information supplied by the Ministère de l'Emploi et de la Solidarité or by HRSD to the College in an official statement.

- c) Time of service includes time worked with employers of the public and parapublic sectors (Civil Service, Education, Health and Social Services), of health and social services agencies, of agencies for which the law provides that salary standards and rates of their employees are to be determined by the Government (Appendix "19"), of the "Office franco-québécois pour la jeunesse", of the "Société de gestion du réseau informatique des commissions scolaires" and of any other agency mentioned in Appendix "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 requirements concerning twenty (20) weeks of service under clauses 7-4.14, 7-4.15 and 7-4.16 shall be considered to be fulfilled, as the case may be, when an employee does so with any of the employers listed in the present paragraph.

- d) The basic salary of a part-time employee is the average weekly salary she received during the twenty (20) weeks prior to maternity leave. The twenty (20)-week period prior to the maternity leave of the employee shall, for the purpose of establishing her average basic weekly salary, exclude all periods during which she was laid off. If the employee received benefits on the basis of her usual salary during that period, it is understood that her basic salary during maternity leave will be determined using the same base as that used to determine those benefits.

If during this period, the employee 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.

On the other hand, any period, during which the employee entitled to a special leave provided for in clause 7-4.21 does not receive any compensation from the CSST is excluded in the calculation of her average basic weekly salary.

If the twenty-week (20) period prior to the maternity leave of a part-time employee includes the date of increase of the salary scales and rates, her basic weekly salary is established on the basis of the salary rate in effect on that date. In addition, if her maternity leave includes January first, her basic weekly salary will be adjusted according to the upward adjustment formula applying at her level of remuneration.

The provisions of this paragraph shall constitute one of the express stipulations mentioned in clause 7-4.05.

- e) When the employee is temporarily laid off, the maternity leave compensation to which she is entitled according to this collective agreement and paid by the College terminates at the date of the temporary layoff.

Later, when the employee resumes her position according to the provision of this collective agreement, the maternity leave compensation is restored as of the date on which the employee resumes her position.

In this case, the weeks for which the employee has received the maternity leave compensation and the weeks during which she has been laid off are deducted from the number of weeks that the employee is entitled to by virtue of clause 7-4.14, 7-4.15 or 7-4.16, whichever the case may be, and the maternity leave compensation is restored for the remaining weeks by virtue of clause 7-4.14, 7-4.15 or 7-4.16, whichever the case may be.

#### **7-4.19**

Maternity leave may last less than twenty-one (21) weeks or twenty (20) weeks, as the case may be. If the employee returns to work in the two (2) weeks following the delivery, she is required to provide a medical certificate stating that she has recovered sufficiently to resume work, should the College so request.

#### **7-4.20**

During the fourth (4<sup>th</sup>) week prior to the expiry of her maternity leave, the College shall notify the employee of the date of expiry of the leave.

An employee to whom the College has forwarded the above notice must report to work upon expiry of maternity leave, unless it be extended in the manner provided by clause 7-4.44.

An employee who does not observe the above is deemed to be taking leave without pay for a period not to exceed four (4) weeks. An employee who has not reported for work after the end of this period is deemed to have resigned.

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

#### **7-4.21 Interim Assignment and Special Leave**

An employee may request an interim assignment to another position that is vacant or temporarily unfilled in the same class of employment or, with the employee's consent, in another class of employment in the following cases:

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

The employee is required to produce a medical certificate to that effect without delay.

When the College receives a request concerning withdrawal of services for preventive measures, it shall immediately inform the Union of the surname and given name of the employee and the reasons put forth in support of such request.

An employee so reassigned retains the rights and privileges of her regular position.

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

During the special leave stipulated in this subsection, compensation is regulated by the provisions of the Occupational Health and Safety Act (R.S.Q., c. S-2.1) concerning preventive withdrawal of the pregnant or nursing worker from work.

However, following a written request to that effect, the College shall pay to that employee an advance on the forthcoming compensation, based on foreseeable payments. If the CSST pays the anticipated compensation, the College shall be refunded accordingly. If not, the College shall be reimbursed as per the collective agreement's provisions concerning amounts to be collected. However, should the employee choose to apply for a review of the CSST's decision or to contest such decision before the "Commission des lésions professionnelles", reimbursement shall only be payable once the CSST's administrative review decision or, as the case may be, that of the "Commission des lésions professionnelles" is rendered.

In addition to the previous provisions, upon the employee's request, the College shall study the possibility of modifying temporarily and without loss of any of the employee's rights the duties of an employee assigned to a cathode-ray screen, in order to reduce work at a



cathode-ray screen to a maximum of two (2) hours per (½) half-day's work and to assign this employee to other duties for the remainder of her working time.

#### **7-4.22 Other special leaves**

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

- a) when complications arise during pregnancy or there is a sufficient risk of miscarriage for the employee to be required to stop work for a time specified in a medical certificate; this special leave may not be prolonged beyond the beginning of the fourth (4<sup>th</sup>) week before the expected date of delivery;
- b) when pregnancy is terminated by natural miscarriage or legal abortion prior to the beginning of the twentieth (20<sup>th</sup>) week before the expected date of delivery, upon presentation of a medical certificate specifying the duration of the leave;
- 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.

#### **7-4.23**

In the case of the visits mentioned in paragraph 7-4.22 c), the employee shall be granted a special paid leave with pay, for a maximum of four (4) days. These special leaves may be taken in half-days.

During special leave granted under this section, the employee continues to enjoy the advantages provided for in clause 7-4.47 if she is normally entitled to them, and those provided under clause 7-4.49. An employee who is entitled to special leave under clause 7-4.22 may also avail herself of the benefits of the sick leave or salary insurance plans. In the case of paragraph c) of clause 7-4.22, the employee shall first avail herself of the four (4) days mentioned in the preceding paragraph.

### **Section IV - Paternity Leave**

#### **7-4.24 Paternity leave with pay**

An employee whose spouse delivers a child is entitled to a leave with pay for a maximum of five (5) working days for the birth of his child. The employee is also entitled to such leave if his spouse miscarries after the beginning of the twentieth (20<sup>th</sup>) week prior to the expected date of delivery. While not required to be continuous, this leave must be taken between the beginning of the actual delivery and the fifteenth (15<sup>th</sup>) day after the mother and child return home.

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

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

**7-4.25 Paternity leave without pay**

Upon the birth of his/her child, an employee 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 7-4.27 and 7-4.28, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's birth. During this leave, the employee shall be deemed to be on leave without pay, shall receive no compensation or benefits from the College, and shall enjoy the benefits set out in clause 7-4.42.

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

**7-4.26 Extension of paternity leave without pay**

An employee 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 employee shall be deemed to be on leave without pay and shall receive no compensation or benefits from the College. The employee shall be covered by clause 7-4.42 during this period.

**7-4.27 Interruption of paternity leave without pay**

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

**7-4.28 Discontinuous paternity leave without pay**

In one or the other of the following cases, upon the employee's request, the paternity leave provided for in clause 7-4.25 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 employee is on leave because of an accident or illness: the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of full weeks the employee is disabled, up to a maximum of fifteen (15) weeks.
- c) If the employee is on leave because of a situation covered by section 79.8 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 employee shall be deemed to be on leave without pay and shall not receive any benefits or compensation from the College. The employee shall enjoy the benefits set out in clause 7-4.42 during this period.

## **Section V - Adoption Leave**

### **7-4.29**

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

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

### **7-4.30**

An employee 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 7-4.32 and 7-4.33, must be taken consecutively.

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

### **7-4.31 Extension of adoption leave**

An employee 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 employee shall be deemed to be on leave without pay and shall receive no compensation or benefits from the College. The employee shall enjoy the benefits set out in clause 7-4.42 during this period.

### **7-4.32 Interruption of adoption leave**

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

### **7-4.33**

In one or the other of the following cases, upon the employee's request, the adoption leave provided for in clause 7-4.30 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 employee 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 employee is disabled, up to a maximum of fifteen (15) weeks.

- c) If the employee is on leave because of a situation covered by section 79.8 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.

During such interruption, the employee shall be deemed to be on leave without pay and shall receive no benefits or compensation from the College. The employee shall enjoy the benefits set out in clause 7-4.42 during this period.

#### **7-4.34**

Upon the employee's resumption of his/her interrupted or discontinuous leave under clause 7-4.32 or 7-4.33, the College shall pay the employee any benefits to which he/she would have been entitled had he/she not interrupted or broken down his/her adoption leave, for the number of weeks remaining under clause 7-4.30.

#### **Cases eligible for the QPIP or the EIP**

##### **7-4.35**

During the ten (10) weeks of adoption leave provided for in clause 7-4.30, the employee 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 benefits to which the employee is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the QPIP or the EIP.

However, when the employee 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 College and the amount of the QPIP or EIP benefits corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the QPIP or EIP.

##### **7-4.36**

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

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

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

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

**7-4.37**

In the cases provided for in clause 7-4.35:

- a) No indemnity shall be paid during vacation periods for which the employee receives remuneration.
- b) In the case of an employee eligible for the QPIP, unless the employee is paid weekly, the 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 employee is receiving benefits from this plan.

In the case of an employee 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 employee is paid weekly, the benefit payable after this date shall be paid biweekly, the first instalment to be paid fifteen (15) days after the College has received proof that the employee is receiving benefits from this plan.

For the purposes of this paragraph, proof shall consist of a statement of benefits and information provided by the Ministère de l'Emploi et de la Solidarité Sociale or by HRSD in an official statement.

- c) The basic weekly salary of a part-time employee shall be his/her average basic weekly salary for the twenty (20) weeks preceding his/her adoption leave. The twenty (20) weeks preceding the employee's adoption leave, for the purposes of calculating his/her average basic weekly salary, shall exclude all periods of layoff.

If, during this period, the employee has received benefits based on a certain percentage of his/her regular salary, it is understood that his/her basic salary for his/her 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 employee'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 in accordance with the applicable salary scale adjustment formula.

The provisions of this paragraph shall constitute one of the express stipulations mentioned in clause 7-4.05.

- d) If the employee is temporarily 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 temporary layoff.

Subsequently, if the employee who has been temporarily laid off returns to his/her position in accordance with the provisions of the collective agreement, the adoption benefit shall be re-established as of the date of the rehiring.

The weeks for which the employee received the adoption benefit and the weeks during the layoff period shall be deducted from the number of weeks to which the employee is entitled under clause 7-4.30, and the adoption benefit shall be re-established for the number of weeks remaining under clause 7-4.30.

#### **7-4.38 Cases ineligible for both the QPIP and the EIP**

An employee who is not entitled to adoption benefits under the QPIP or parental benefits under the EIP who adopts a child other than the child of his/her spouse shall receive, during the adoption leave provided for in clause 7-4.30, compensation equal to his/her basic weekly salary.

#### **7-4.39 Leave without pay for the purposes of adoption**

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

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

However, the adoption leave shall end no later than the week following the start of QPIP benefits and the provisions of clause 7-4.30 shall apply.

During such leave, the employee shall enjoy the benefits provided for in clause 7-4.42.

#### **7-4.40**

If, following an adoption leave for which the employee has received benefits under clause 7-4.35 or 7-4.38, the adoption does not take place, the employee shall be deemed to have been on leave without pay and shall reimburse such benefit in accordance with the provisions respecting the reimbursement of overpayments of the collective agreement.

### **Section VI - Leave Without Pay and Part-Time Leave Without Pay**

#### **7-4.41**

The employee wishing to extend her maternity leave, the employee wishing to extend his paternity leave and the employee who wishes to extend one or the other of his/her adoption leave may benefit from one of the two (2) following options under the conditions stipulated therein:

- a) a leave without pay for a maximum of fifty-two (52) continuous weeks beginning at the employee's convenience and ending seventy (70) weeks after the birth of the child at

the latest or, in the case of an adoption, seventy (70) weeks after the child has come under his/her care,

or

- b) a leave without pay of up to two (2) years' duration may be taken by an employee as an extension of maternity leave under clause 7-4.06 or 7-4.07, paternity leave under clause 7-4.24, or adoption leave under clause 7-4.30.

A full-time employee who does not avail himself/herself of this leave is entitled to take a partial leave without pay spread over a maximum period of two (2) years.

Once only, during the course of this leave and upon written request submitted at least thirty (30) days in advance, an employee may have the opportunity of making one (1) of the following changes:

- i) to change his/her leave without pay to a partial leave without pay or vice-versa, as the case may be;
- ii) to change his/her partial leave without pay to a different type of partial leave without pay.

These changes shall take effect thirty (30) days following the request unless an agreement is entered upon between the employee and the College.

The part-time employee is also entitled to this partial leave without pay. However, the other provisions of the agreement concerning the determination of the number of hours of work remain applicable.

An employee who does not take the leave without pay or the partial leave without pay to which he or she is entitled may take leave unused by his or her spouse either as leave without pay or partial leave without pay by complying with the necessary formalities.

If the employee's spouse is not an employee of the public or parapublic sectors, he may avail himself of a leave provided for in the present clause at the time of his choice within the two (2) years following the birth or the adoption without, however, exceeding the set-limit of two (2) years from the date of birth or adoption.

#### **7-4.42**

During leave without pay, the employee accumulates seniority, retains job experience and continues to participate in the basic health insurance plan applicable to him by paying his portion of the premiums for the first fifty-two (52) weeks of leave and all premiums for subsequent weeks. Moreover, he may continue to participate in the other insurance plans applicable to him, provided he so requests at the beginning of the leave and pays all premiums.

During partial leave without pay, the employee accumulates seniority on the same basis as before the start of such leave and is subject, for his work performed, to the dispositions governing part-time personnel.

Notwithstanding the preceding paragraphs, the employee shall cumulate job experience, for salary purposes during the first fifty-two (52) weeks of leave without pay or a partial leave without pay.

## **Section VII - Leave for Parental Responsibilities**

### **7-4.43**

Subsequent to a written notice submitted at least thirty (30) days in advance, an employee shall be granted an unpaid leave or a part-time unpaid leave for a maximum of one (1) year's duration, in order that he may take care of his under-aged handicapped child, sick child or a child suffering from affective disorders. While on leave, seniority shall be accumulated on the same basis as it was prior to that leave; however, the work performed is subject to the provisions governing part-time personnel.

Subject to the other provisions of the agreement, an employee may be absent from work for up to six (6) days in any given year in order that he may be with his or his spouse's child for reasons of health, security or education. While on leave, the employee shall accumulate seniority and job experience.

Each day taken for the above reasons shall be deducted from the employee's annual sick-leave bank, if applicable. If not, the above shall be counted as unpaid leave.

Such leave may also be taken in half-days.

## **Section VIII - Miscellaneous Dispositions**

### **7-4.44**

Leaves stipulated in clauses 7-4.25, 7-4.30, 7-4.39 and 7-4.41 are granted upon written request submitted at least two (2) weeks in advance.

Partial leave without pay is granted upon written request submitted at least thirty (30) days in advance.

In the case of leave without pay or partial leave without pay, the request must specify the date of return to work. The request must also specify the arrangement of the leave and such, as pertaining to the employee's position. In the case of a full-time employee who takes a partial leave without pay and in case of disagreement with the College concerning the number of days per week, the employee is entitled to a maximum of two and a half (2½) days per week or the equivalent and this, for up to a maximum of two (2) years.

In the case of a part-time employee who takes a partial leave without pay, he and the College reach an agreement concerning the arrangements of the leave.



**7-4.45**

During the fourth (4<sup>th</sup>) week before the end of the adoption leave provided for in clause 7-4.30, the College shall forward a notice to the employee indicating the date of the leave's expiry.

An employee so notified must report for work at the expiry of his adoption leave, unless it is extended under the provisions of clause 7-4.44.

An employee who does not conform to the foregoing is considered to have taken leave without pay for a period of no more than four (4) weeks. At the end of this period, an employee who does not report for work is deemed to have resigned.

**7-4.46**

An employee who has been notified four (4) weeks in advance by the College of the end of his leave without pay, must give advance notice of his return to work at least two (2) weeks before that expiration date. Failing this, the employee is deemed to have resigned.

An employee who wishes to end his leave without pay before its scheduled expiry must give at least a twenty-one (21) days written notice of his intent to return to work. In the case of a leave without pay exceeding fifty-two (52) weeks, this written notice must be given thirty (30) days in advance.

**7-4.47**

During maternity leave and for all the first six (6) weeks of any extension provided by clause 7-4.10, the employee retains any of the following benefits she is normally entitled to:

- life insurance;
- health insurance, providing she pays her contributions;
- accumulation of annual holidays or payment that stands in lieu of same;
- accumulation of sick-leave;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for purposes of employment security;
- the right to be a candidate and to hold any posted position as if she were at work, in conformity with the collective agreement.

The employee may carry forward up to four (4) weeks of annual holidays if they occur during her period of maternity leave, provided she advises the College of the new dates in writing, no later than two (2) weeks before the expiry of such leave.

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

**7-4.48**

An employee who takes the paternity leave provided for under clause 7-4.24 or the adoption leave provided for under clause 7-4.29 or 7-4.30 receives the benefits provided for in clause 7-4.47 if he is entitled to them, and those provided for by clause 7-4.49.

**7-4.49**

Upon return from maternity leave, paternity leave, adoption leave, leave without pay for purposes of adoption, leave without pay or part-time leave without pay, the employee resumes his/her position or, as the case may be, a position he/she requested and obtained during his/her leave in conformity with the provisions of the collective agreement. In the event this position has been abolished or in the case of displacement, the employee retains the same rights as if he/she had been at work.

In the same manner, upon return from maternity leave, paternity leave, adoption leave, leave without pay for purposes of adoption, leave without pay or part-time leave without pay, the employee who does not hold a position resumes the assignment he/she held when leaving if the foreseen duration of such assignment carries on after the end of the leave. If the assignment has ended, the employee is entitled to any other assignment as per the provisions of the collective agreement.

**7-4.50**

An employee who receives a regional disparity premium under the terms of the present collective agreement shall continue to receive it during his maternity leave as provided for under subsection II.

Notwithstanding the above statement, the total amount of Employment Insurance benefit, compensation and premiums may not exceed ninety-five per cent (95%) of the sum of the employee's total basic salary and regional disparity premiums.

The employee on adoption leave as provided for by clause 7-4.30 shall have the right to receive one hundred per cent (100%) of the regional disparity premium during such leave.

**7-4.51**

Compensation or benefits provided for in the present section for which payments have begun prior to a strike or lock-out shall continue to be paid during said strike or lock-out.

**7-4.52**

If it can be established before an arbitrator that a probationary employee has taken a maternity leave or an unpaid or partial unpaid extension to the maternity leave and that a College has terminated her employment it shall be the College's responsibility to show that the employee has been dismissed for reasons other than for taking the maternity leave, or the unpaid leave or the partial unpaid leave.

## **Article 7-5.00 - Legal Holidays**

### **7-5.01**

Each employee shall benefit annually from thirteen (13) legal holidays which shall be days off with pay.

### **7-5.02**

The selection of these thirteen (13) legal holidays shall be made at the beginning of each contractual year by the College after consultation with the L.R.C. and after agreement with the Union. This selection shall take into account the requirements of the school calendar as well as of the operating schedule.

### **7-5.03**

The employee, whose regular functions include working on one of the legal holidays shall receive, as a replacement, one (1) day off during the month which precedes or which follows the legal holiday, and this, after agreement between the College and the employee. Failing an agreement, the employee shall be paid at a double rate for the work carried out on the legal holiday in addition to seeing his regular salary maintained.

### **7-5.04**

Should the legal holiday occur during the period of disability of an employee, the latter is entitled, besides his disability allowance, to the difference between his full salary and said allowance, and this for said legal holiday.

The present clause shall not have as effect the prolongation of the disability period nor the postponing of the legal holiday.

## **Article 7-6.00 - Annual Holidays Quanta**

### **7-6.01**

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

### **7-6.02**

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

### **7-6.03**

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

### **7-6.04**

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

**7-6.05**

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

**7-6.06**

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

**7-6.07**

The employee, who has less than one (1) year of seniority on June 1, shall be entitled to one and two third (1 2/3) day of vacation per month of seniority.

**7-6.08**

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

**7-6.09**

If a legal and paid holiday coincides with a working day in a vacation period, the holiday shall be added to the vacation or deferred to a later date, whichever is the employee's preference.

**7-6.10**

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

**7-6.11**

If the employee was not entitled to his salary for twelve (12) months or for part of a month preceding June 1 of each year, the duration of his vacation shall be reduced according to the formula which appears hereinafter.

However, the length of his vacation shall not be reduced in the case of:

- a) one or more periods of illness which do not exceed one hundred and twenty (120) working days per year;
- b) during a maternity leave provided for in clause 7-4.06 or clause 7-4.07;
- c) during an extension of a maternity leave granted under clause 7-4.10 for a maximum of six (6) weeks;
- d) during a special leave provided for in clause 7-4.21 or clause 7-4.22;
- e) during a paternity leave provided for in clause 7-4.24 or clause 7-4.25;
- f) during an adoption leave provided for in clause 7-4.29 or clause 7-4.30;

- g) during a leave without pay of a maximum duration of twelve (12) weeks during which an employee receives parental benefits from the QPIP;
- h) during an unpaid leave of a maximum of twelve (12) weeks covering the weeks of the waiting period (a maximum of two (2) weeks) and the weeks during which the employee receives Employment Insurance parental benefits (a maximum of ten (10) weeks);
- i) during an absence resulting from a work accident or a professional illness;
- j) during an unpaid leave of a maximum of thirty (30) working days;
- k) during a period of rehabilitation provided for in clause 7-14.03 for the hours of work performed.

However, the maximum without vacation reduction is sixty (60) working days per year in the case of unpaid leave and leave provided for in paragraphs g) and h).

#### **Formula of deduction of days of vacation**

$$\text{NDV} - \left[ \frac{\text{NDV} (260 - \text{NDA})}{260} \right] = \text{Number of days deducted}^1$$

NDA      The number of days of absence which can cause a deduction of the number of days of vacation.

NDV      The number of days of vacation to which the employee is entitled in accordance with clauses 7-6.01 to 7-6.07 inclusively.

The employee who has less than one (1) year of service shall not suffer the deduction provided for in this paragraph for the month during which he entered into service, if he was entitled to his salary for half or more of the working days in the said month.

#### **7-6.12**

For the part-time employee, the length of his vacation shall be determined according to the seniority accumulated on June 1st of each year. The remuneration for the said vacation period shall be calculated in proportion to the hours worked or paid during the year ending June 1.

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<sup>1</sup> If in the quotient thus obtained the decimal point is followed by two (2) digits, the second one is eliminated if it is equal to or less than five (5); if the second digit is greater than five (5), the first one is brought to the next higher unit. The first digit is eliminated if it is less than four (4); if it is greater than six (6), the number is brought to the next higher unit.

### **7-6.13**

The employee having attained fifty-five (55) years of age or thirty (30) years of service may use the refundable sick-leave days according to clause 7-14.40, as well as the non-refundable sick-leave days to his credit, at the rate of one (1) per day, up to a total of five (5) days per year, to add to his holidays. The utilisation of his sick-leave days must take place according to the order provided for in clause 7-14.42.

## **Article 7-7.00 - Annual Holidays**

### **7-7.01**

The annual holidays must be taken in the year subsequent to the one during which they were acquired and may not be postponed to another year, except after authorization by the College.

### **7-7.02**

Within each service, the employees shall proceed to choose the dates of their annual holidays, according to seniority, between April 1 and May 1 of each year. These dates shall be submitted for approval to the College, which shall take into account the choice of the employees subject to the needs of the service. The dates of the holidays may only be changed after an agreement between the employee and the College and after consultation with the Union if the request for modification of the employee's holiday dates is made by the College.

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

In the case of an employee (with medical certification) being hospitalized during his/her holidays, he/she may transfer the equivalent of the time being hospitalized to a subsequent date and, as the case may be, the period of disability following the hospitalization.

Should an employee be unable to take his holidays because of sickness, maternity or adoption leave, working accident or professional sickness, having occurred before the beginning of the holidays, he may postpone his holiday period to a later date. The choice of the new holiday period shall be made according to the provisions set forth in this clause.

### **7-7.03**

The holidays shall be taken, in whole or in part, but whenever possible in periods of at least one (1) week at a time. However, the Union and the College can arrange to close the College for the holiday period.

### **7-7.04**

Every employee may, after reaching an agreement with the College, increase the number of weeks of holidays to which he is entitled in accordance with section 7-6.00, by reducing by one and ninety-three percent (1,93%) the salary he receives during the acquisition period of his holidays, for each additional week of holidays which he wishes to obtain the following year.

During the period of voluntary reduction of salary for the acquisition of additional holidays, the College shall continue to contribute to the pension plan, as if the employee were not benefiting from the previous paragraph, insofar as the employee pays his own contribution.

**7-7.05**

An employee who is called back to work during his holiday shall be remunerated at the rate of two hundred percent (200%) in addition to receiving the equivalent of his work time in holiday time.

**7-7.06**

The sick-leave days with cash surrender provided for in the fourth (4<sup>th</sup>) paragraph of clause 7-14.36 may be converted into holidays if there is an agreement between the College and the employee on the choice of the dates of such holidays.

Should the employee be unable to take those holidays on the dates agreed upon, the College and the employee must agree on other dates for the holidays.

Failing an agreement, those sick-leave days which were converted into holidays shall have cash surrender value at the rate applicable on the previous June 30 or transferred to the employee's bank of sick-leave days without cash surrender value according to the terms of the third (3<sup>rd</sup>) paragraph of clause 7-14.36.

**Article 7-8.00 - Hygiene and Safety**

**7-8.01**

With a view to preventing illnesses and work accidents, the College shall maintain a high degree of safety and hygiene at work. The Union shall cooperate towards this end.

**7-8.02**

The College shall undertake to provide first-aid to the injured. If first-aid is not available on the premises, the College shall make, without delay, the necessary arrangements to transport the injured employee to the hospital, at the College's expense.

**7-8.03**

An employee who discovers a situation which is or which could become dangerous, either for his own safety or for the safety of other employees or the public, must immediately notify his immediate superior.

In such a case, the College shall immediately take the necessary measures, if need be, to correct the situation.

**7-8.04**

The College agrees to provide a medical examination, once per contractual year, for the employee who requests it and who, due to the nature of his work, is exposed to a health risk. This medical examination will be at the College's expense, save for travel expenses.

**7-8.05**

The employee shall never be obliged to place himself in dangerous situations in the carrying out of his duties.

**7-8.06**

Except for the cases where such assignments are already provided for in his employment class, the College undertakes to consult the Union before designating an employee to give first aid. An employee thus designated may refuse.

**7-8.07**

The College shall forward to the Union a copy of any report of an employee's work accident or occupational illness within five (5) working days of such a report.

**7-8.08**

The parties may agree on creating a Health and Safety at Work Parity Committee, it being understood that all other categories of personnel may participate in the Committee.

There shall be only one committee per College.

**Article 7-9.00 - Apparel and Uniforms**

**7-9.01**

The College shall furnish its employees, free of charge:

- a) with any uniform, the wearing of which is required because of the nature of the work;
- b) any special apparel specified in regulations or standards promulgated in accordance with Acts respecting occupational health and safety;
- c) any other protective clothing or accessories necessary for the hygiene and safety of the employees in the exercise of their duties, such as waterproof garments, raincoats, boots, adjustable safety goggles, overalls, aprons, and others item of the same nature, etc.

If, for the employee's hygiene, health or safety, certain duties require that he wear special garments or accessories other than those outlined above, the local parties shall determine them by agreement.

**7-9.02**

The uniforms or garments provided for in clause 7-9.01 which are supplied by the College shall remain its property and may only be replaced by returning the old uniform or garment, except in circumstances beyond control. It shall be the College's responsibility to decide whether a uniform or garment should be replaced.

**7-9.03**

No employee shall be bound to supply the tools necessary for carrying out his work.



## **Article 7-10.00 - Leave of Absence Without Pay**

### **7-10-01**

The College may grant a regular employee who so requests in writing a full-time or part-time leave of absence without pay. Such a leave may be granted with staggering of salary.

If it is a leave of absence without pay for more than thirty (30) days, the College shall consult the L.R.C.

If it is a leave of absence without pay for thirty (30) days or less, the College shall transmit to the Union a copy of the request as well as the answer and this within ten (10) working days of the latter.

If it is a leave of absence without pay for less than six (6) months within the same fiscal year, a regular employee may, after agreement with the College, have his salary staggered over the same fiscal year.

### **7-10.02**

The duration of such a leave of absence shall not exceed twelve (12) months and may be extended following agreement between the parties.

However, when it is an educational leave of absence, the leave shall be granted for the normal duration of the program of study, provided the employee supplies satisfactory proof each semester that the course of study was actually taken. If the employee fails to present this proof, his educational leave shall automatically terminate and the employee shall be considered to be on leave without pay in accordance with clause 7-10.01 and, if applicable, on an extension of such leave since the beginning of the year for which such proof was not provided.

### **7-10.03**

The regular employee with employment security shall benefit, after a preliminary written request at least thirty (30) days in advance, from a leave of absence without pay of six (6) months to one (1) year.

The employee's request must specify the duration of the leave of absence. Such a leave of absence must be full-time and can only be obtained once per period of five (5) years.

### **7-10.04**

Upon expiry of the leave of absence, the employee shall resume his position, subject to the provisions of sections 5-2.00, 5-4.00, 5-5.00 and 5-6.00. The employee who fails to report to work upon expiry of such a leave of absence shall be considered as having resigned, except for such absences authorized by virtue of the collective agreement, in which case the employee must immediately inform the College of the reasons for such an absence.

**7-10.05**

The employee benefiting from such a leave of absence continues to participate in the basic health insurance plan by paying all premiums. He may also continue to participate in the other group insurance plans and retirement plan, provided that he pays the entire amount of premiums and contributions required in so far as the master policies and the Law permit it.

**7-10.06**

The employee who wishes to terminate his leave of absence without pay before the date provided for must give a written notice of his intention at least two (2) months before his return.

**Article 7-11.00 - Civil Responsibility**

**7-11.01**

The College shall agree to stand up for any employee whose civil responsibility may be at issue because of actions committed in or at times of the performance of his duties and, except for an offence of a very serious nature, to lay no claim against him in such a case.

**7-11.02**

As soon as the legal responsibility of the College is recognized by the former or established by court, the College shall compensate the employee for the total or partial loss, theft or destruction of his personal belongings normally used in the performance of his duties or brought to the College, except in the case of gross negligence on the employee's part. In the case where an employee's insurance covers loss, theft or destruction of such belongings, the compensation paid shall be equal to the actual loss suffered by the employee.

**Article 7-12.00 - Expense Allowances**

**7-12.01**

No employee shall be required to use his motor vehicle in the performance of his duties.

**7-12.02**

The College shall reimburse the employee for any expense authorized in advance by the former, incurred in the performance of his duties, according to the policy set by the College and applicable to all categories of personnel. The reimbursement must be made at the latest thirty (30) days following the date on which it is claimed.

**7-12.03**

The College shall pay the employee who requests it an advance equal to the estimated expenses.

**7-12.04**

This section may be modified subject to a local agreement between the parties.

## **Article 7-13.00 - Handicapped Employee**

### **7-13.01**

In the event of an employee becoming incapable of fulfilling the normal requirements of his current position following an accident or illness, the College, after discussion with the union representatives and the employee concerned, shall:

- a) establish different working conditions to the extent that the handicapped employee satisfies such conditions; the position thus modified belongs to this employee

or

- b) permit the handicapped employee to occupy the position of another employee, if the latter agrees, and the latter shall become the holder of the position left vacant by the handicapped employee.

In all cases, the College shall take into account the employee's functional restrictions or limitations.

All of the above may be submitted to the grievance procedure, if need be.

### **7-13.02**

For the purpose of applying clause 7-13.01, the College shall, to the extent this is possible, make use of the employee to the maximum of his residual capacities.

### **7-13.03**

In the event that the change in working conditions provided for in clause 7-13.01 entails a change of position, the College may proceed with necessary personnel movement and it is not then required to resort to the mechanisms of elimination or posting of positions.

If this position constitutes a demotion, the handicapped employee's salary rate shall be maintained until such time when he is integrated in the pay scale or rate which corresponds to his new employment class.

### **7-13.04**

Notwithstanding clauses 5-4.04 to 5-4.06, an employee may only take advantage of his right of displacement with regard to a handicapped employee to the extent that this is his only possibility.

### **7-13.05**

This section may be modified subject to a local agreement between the parties.

## **Article 7-14.00 - Life, Health and Salary Insurance Plans**

### **Section I - General Provisions**

#### **7-14.01**

The following employees shall be eligible to participate in life, health and salary insurance plans, as of the effective date of the various plans and until retirement:

- a) any employee who works full-time or 75% of the time or more: in this case, the College shall pay its full contribution;
- b) any part-time employee, who works less than 75% of the time: in this case, the College shall assume half of the contribution payable for the employee concerned, the employee paying the remainder as well as his own contribution.

#### **7-14.02**

For the purposes of this section, the term "dependent" shall imply the employee's dependent spouse or child, or a person functionally disabled, as defined as follows:

- a) spouse: a person who has become an employee's spouse by virtue of a marriage or a civil union legally contracted in the province of Quebec or elsewhere and recognized as valid under Quebec law, or an unmarried person or not in a civil union who has lived on a permanent basis for more than one (1) year with a person who is unmarried or not in a civil union of same or different gender whom he or she acknowledges publicly as his or her spouse or an unmarried person or not in a civil union who has lived on a permanent basis with a person who is unmarried or not in a civil union with whom he or she has a child. The dissolution of the marriage by divorce or annulment, or the dissolution or nullity of the civil union in accordance with the law, or a de facto separation of more than three (3) months in the case of a common-law marriage shall mean the loss of spousal status.
- b) dependent child: a child of an employee, of his spouse or of both, (including a child for whom adoption procedures have been undertaken), who is unmarried or not in a civil union and living or domiciled in Canada, who depends on the employee for his sustenance and, who is under eighteen (18) years of age; also any child who is twenty-five (25) years of age or less and who is a duly registered student attending a recognized learning institution, or, whatever his age, any child who has become totally disabled prior to his twenty-fifth (25<sup>th</sup>) birthday if he was attending a recognized learning institution and has remained continuously disabled since that time.
- c) functionally disabled person: a person of full age, without a spouse, who has become functionally disabled as defined in the "Règlement sur le régime général d'assurance-médicament" (R.R.Q., c. A-29.01, r.2) before eighteen (18) years of age, who is not entitled to any benefits under a last resort assistance program provided for in the Act Respecting Income Support, employment assistance and social solidarity (R.S.Q., c. S-32.001) and who lives in the home of an employee who would have parental authority if he were under-aged.

### **7-14.03**

The term "disability" implies any incapacity resulting from an illness or an accident or resulting directly from a complication during pregnancy or the interruption of pregnancy prior to the twentieth (20<sup>th</sup>) week before the estimated date of delivery, which requires medical care and which renders the employee totally incapable of performing the usual duties of his position or of any similar position with a comparable remuneration offered him by the College.

Disability also refers to any incapacity resulting from hospitalization for an operation, or from an operation performed in a doctor's office for purposes of family planning.

The employee receiving salary insurance payments may, after presenting a medical certificate issued by his medical practitioner and related to progressive return and with the colleges' agreement, carry out during a re-adaptation period all the duties related to the position he was holding before the beginning of his disability.

This re-adaptation period may not have the effect of extending the periods of full or partial payment beyond the one hundred and four (104) weeks of payment specified by clause 7-14.25.

During this re-adaptation period, the employee receives the gross salary for the work carried out and the salary insurance payment prorated according to the non-worked time. He is considered to be fully disabled during this period.

### **7-14.04**

A period of disability means any period of continuous disability or any series of successive periods separated by less than eight (8) working days<sup>1</sup> of actual full-time work or of availability for such full-time work, unless the employee can prove, to the College's or its representative's satisfaction, 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.

### **7-14.05**

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

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

### **7-14.06**

The provisions of the life, health and salary insurance plans provided for in the 2000-2002 Collective Agreement shall continue to apply until the date of the coming into force of the

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<sup>1</sup> Should read "thirty-two (32) days" instead of "eight (8) days" if the continuous period of disability which precedes the return to work is greater than three (3) months.

agreement. The College and the employee shall continue to contribute to these plans according to the stipulations of the 2000-2002 Collective Agreement.

Furthermore, the said health insurance plan remains effective after the date of coming into force of the agreement if the Insurance Committee of the Centrale provided for hereinafter decides to maintain it or cannot terminate the operations necessary to the coming into force of the new plan.

The life, health and salary insurance plans provided for in this section become effective on the date of coming into force of the agreement subject to provisions of a contrary nature.

**7-14.07**

As a counterpart to the College's contribution to the insurance plans provided hereinafter, the full amount of the rebate allowed by HRSD in the case of a registered plan shall be the exclusive property of the College.

**Section II - Insurance Committee of the Centrale**

**7-14.08**

The Insurance Committee of the Centrale shall be responsible for establishing the basic health insurance plan and the supplementary plans.

**7-14.09**

If the Committee maintains or establishes one or more supplementary group insurance plans, the cost of the plan or plans shall be borne entirely by the participating employees.

**7-14.10**

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

**7-14.11**

All contracts shall be issued in the name of the Centrale.

The contract shall include the following provisions, among others:

- a) The premium for a period shall be established according to the rate applicable to the participating employee on the first day of the period.
- b) No premium shall be payable for a period unless the employee was a participant on the first day of such period; similarly, the total premium shall be payable for the period during which an employee ceases to participate.

**7-14.12**

The College shall facilitate the implementation and application of these plans, in particular by deducting the required premiums.

**7-14.13**

The Committee shall obtain from the insurer, for a reasonable fee added to those provided for in the retention formula, any statements or other useful or relevant statistical compilations that the Fédération and the Ministère may request. The Committee shall provide the Fédération and the Ministère with a copy of the information obtained.

**7-14.14**

The Committee shall entrust the Fédération and Ministère with the implementation and application of the basic health insurance plan; these shall be carried out according to the Committee's instructions. The Fédération and the Ministère shall be entitled to reimbursement of the costs incurred by these operations.

**7-14.15**

Dividends or rebates payable as a result of a favourable experience with the plans shall constitute funds entrusted to the Committee of the Centrale to manage. Fees, salaries and expenses or disbursements incurred in the implementation and application of the plan shall constitute a first lien against such funds, with the stipulation that the reimbursable expenses do not include the College's regular operating expenses.

**Section III - Standard Insurance Benefit Plan**

**7-14.16**

Each full-time employee, referred to in paragraph a) of clause 7-14.01, shall benefit, without contribution on his part, from a death benefit equal to six thousand four hundred dollars (\$6 400). This amount shall be reduced to three thousand two hundred dollars (\$3 200) for the employee referred to in paragraph b) of clause 7-14.01 of the present collective agreement.

**7-14.17**

The employee who, at the date of the coming into force of the collective agreement, is covered within the framework of a group plan to which the college contributes, by a life insurance of a greater amount than the one provided in the present collective agreement, shall continue to be insured for the amount exceeding the one provided for in the present agreement, according to the provisions of the group plan.

**Section IV - Basic Health Insurance Plan**

**7-14.18**

The basic plan shall insure, at least, as per the terms set down by the Insurance Committee of the Centrale, all drugs sold by a licensed druggist or by a duly authorized physician, as prescribed by a physician or a dentist, ambulance service, hospitalization or medical expenses not otherwise recoverable when the insured employee is temporarily outside of Canada and his condition requires hospitalization.

**7-14.19**

The College's contribution to the basic health insurance plan for each employee shall be limited to the lesser of:

a) In the case of a participant insured for himself and his dependents:

<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>
<b>until</b>	<b>2006-04-01</b>	<b>2007-04-01</b>	<b>2008-04-01</b>	<b>as of</b>
<b>2006-03-31</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>2009-04-01</b>
<b>2006-03-31</b>	<b>2007-03-31</b>	<b>2008-03-31</b>	<b>2009-03-31</b>	<b>2009-04-01</b>
\$60	\$78	\$90	\$99	\$103.95

b) in the case of single insured participant:

<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>
<b>until</b>	<b>2006-04-01</b>	<b>2007-04-01</b>	<b>2008-04-01</b>	<b>as of</b>
<b>2006-03-31</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>2009-04-01</b>
<b>2006-03-31</b>	<b>2007-03-31</b>	<b>2008-03-31</b>	<b>2009-03-31</b>	<b>2009-04-01</b>
\$24	\$31.20	\$36	\$39.60	\$41.60

c) An amount equal to twice the contribution paid by the participant himself for the benefits provided by the health insurance plan.

The College shall pay, on the basis of its prorated participation in the basic health insurance plan, the tax that applies to the premium incurred by this plan.

**7-14.20**

In the event that the Quebec Health Insurance Plan is extended to cover drugs, the amounts provided for in the preceding clause shall be reduced by two-thirds (2/3) of the yearly cost of the drug benefits included in the present plan. The unused balance, if there is one, shall be used for supplemental health insurance protection. The Insurance Committee of the Centrale shall determine this supplemental protection.

**7-14.21**

The health insurance benefits shall be reduced by the amounts of benefits payable by virtue of any other public or private, individual or group plan.

**7-14.22**

The participation in the basic health insurance plan shall be compulsory, but an employee may, by giving prior written notice to the College, refuse or cease to participate in the basic



health insurance plan, provided that he establishes that he and his dependents are insured under a group insurance plan affording similar benefits or that he is sixty-five (65) years of age or older.

**7-14.23**

An employee who has refused or ceased to participate in the plan may again become eligible for admission thereto, subject to the following conditions:

- a) he must prove to the satisfaction of the insurer that:
  - he was previously covered by virtue of the current health insurance plan or of any other plan offering similar protection;
  - it is no longer possible for him to remain covered;
  - his application is filed within thirty (30) days following termination of his coverage;
- b) subject to paragraph a) above, coverage shall be effective as of the first day of the period during which the application is received by the insurer;
- c) in the case of a person who, prior to the request was not covered by the present health insurance plan, the insurer is not liable for benefit payments which could have been paid by a previous insurer in accordance with an extension or conversion clause or whatever.

**7-14.24**

The Insurance Committee of the Centrale shall have the right to agree to maintain from year to year for retired employees, plan coverage with appropriate changes, without any contribution on the part of the College, provided that:

- a) the employee's contributions to the plan and the College's corresponding contribution be determined excluding any cost resulting from the extension of coverage to include retired employees;
- b) all disbursements, contributions and rebates pertaining to retired employees be recorded separately and that any additional contribution which may be payable by employees by virtue of the aforesaid extension to retired employees be clearly identified as such.

**Section V - Salary Insurance Plan**

**7-14.25**

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

- a) up to the lesser of the number of accumulated sick-leave days or five (5) working days: the payment of a benefit equal to the salary he would have received had he been at work;
- b) upon termination of the benefit payment provided for in paragraph a), 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: the payment of a benefit equal to eighty-five percent (85%) of his salary.
- c) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for an additional period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two-third percent (66 2/3%) of his salary;
- d) upon the expiry of the above-mentioned period of one hundred and four (104) weeks: the use of accumulated sick-leave days unless the employee is covered by a supplemental long-term disability group insurance plan.

#### **7-14.26**

For the purposes of computing the benefits provided for in clause 7-14.25, the employee's salary is the salary he would be receiving if he were at work.

For the employees who do not hold full-time positions, the amount shall be reduced in proportion to the regular hours worked or paid during the preceding month in relation to the amount of the benefit payable on a full-time basis, excluding from the calculation any period of layoff defined in section 5-9.00 and Appendix "15".

#### **7-14.27**

As long as benefits remain payable, including the waiting period, if any, the disabled employee shall continue to participate in the government and public employees' retirement plan (RREGOP), the teachers' pension plan (TPP) or the public service employees' retirement plan (CSSP), according to the applicable plan, and to benefit from the insurance plans. However, he must pay the required contributions, except that, upon termination of the payment of the benefit provided for in clause 7-14.25 a), he shall benefit from a waiver of his contributions to his retirement plan (RREGOP, TPP or CSSP) without losing any of his 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 that of any other benefit. Subject to the provisions of the collective agreement, payment of the benefits shall not be considered as conferring upon the payee the status of a regular employee nor as increasing his rights as such, especially as regards the accumulation of sick-leave days and to the provisions of sections 5-2.00, 5-4.00, 5-5.00 and 5-6.00.

#### **7-14.28**

The 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 or Retirement Plan, regardless of increases in the basic benefits subsequently arising from indexation.

In the case of disability for which benefits are payable by virtue of the Quebec Automobile Insurance Plan, the benefit payable by the College is established as follows:

The College determines the net benefit by deducting from the gross benefit provided for by clause 7-14.25, the deductions required by law (Income Tax, QPP, QPIP, EIP); such net benefit is further reduced by the amount of the benefit received from the SAAQ; this balance is treated as a gross taxable income from which the College deducts all deductions, contributions and dues required by law and by the collective agreement.

#### **7-14.29**

In the case of disability for which benefits are payable by virtue of the Act Respecting Industrial Accidents and Occupational Diseases (R.S.Q., c. A-3.001) the following provisions apply:

- a) the employee shall receive from the College a benefit equal to a hundred percent (100%) of the net salary he was receiving on the date of the accident or at the start of the occupational disease. The employee 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 Commission de la santé et de la sécurité du travail du Québec's decision be rendered before the termination of the periods provided in paragraphs b) and c) of clause 7-14.25, 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 clause 7-14.25 b) or c), if need be;
- c) as long as an employee has the right to a benefit by virtue of 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 (CSST) declares a permanent disability, whether it be total or partial, the employee has a right to his salary subject to the following provisions:

The College determines the net benefit by deducting from his net salary the amount of the benefit of the CSST and the amount thus obtained is treated as a gross taxable income from which the College deducts all deductions, contributions and dues required by law or the collective agreement. The College then proceeds to pay the employee such new income plus the amount of the CSST's benefits.

As a counterpart, benefits paid out by the CSST for such period accrue to the College and the employee must, if necessary, sign such forms that will permit such a reimbursement;

- d) during the period in which the benefits are paid according to the provisions of paragraph b) above, 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 Occupational Diseases (R.S.Q., c. A-3.001), the Quebec Automobile Insurance Plan and the Pension or Retirement Plan, regardless of increases in the basic benefits subsequently arising from indexation;
- e) the employee's bank of sick-leave credits shall not be affected by such an absence and the employee shall be considered as receiving salary insurance benefits.

For the purposes of implementing paragraphs a) and c) of this clause, the net salary shall be the gross salary reduced by federal and provincial income tax deductions and contributions, to the QPP, the QPIP and EIP, to the retirement plans and, if need be, by contributions to the insurance plans and by union dues.

**7-14.30**

All benefit payments shall terminate, at the latest, with the payment due for the last week of the month during which the employee takes his pension.

**7-14.31**

If need be, the amount of benefit shall be divided as follows: for each working day of disability during a regular workweek, one fifth (1/5<sup>th</sup>) of the amount of benefit payable for one complete week.

**7-14.32**

Salary insurance is 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 does not entitle the disabled employee to benefits until the strike or lockout ends, when a medical certificate must be presented to the College.

**7-14.33**

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the College, subject, however, to the employee providing the supporting documents as required.

However, no benefit shall be paid by the College as long as the employee has not supplied it with the necessary information or, if need be, the written authorization so that the College may obtain it from other parties.

In the same manner, the College is under no obligation to pay any benefit when the employee neglects to take the necessary steps with a view to obtaining benefits payable by virtue of a law, by a government agency.

Finally, when a benefit provided by law is made payable retroactively, the employee must reimburse the College such amount.

#### **7-14.34**

When benefit payment is withheld because of presumed absence or termination of disability, the employee may appeal the decision according to the normal procedure in cases of grievance and arbitration.

#### **7-14.35 Medical Certificate**

The College may, at any time, require an employee who is absent because of disability to provide a medical certificate giving the nature and duration of the disability. However, the cost of such a certificate shall be borne by the college if the employee is absent for less than four (4) days. The College may also require an examination of the employee concerned in connection with any absence.

When the employee returns to work, the College may require that he undergo a medical check-up in order to establish that he has recovered sufficiently to return to work.

Should the opinion of the physician chosen by the College disagree with that of the physician consulted by the employee, the latter shall have the right to an examination by a physician chosen jointly by both physicians. The conclusions of this third physician shall be final.

The cost of the examination provided for in the three (3) preceding paragraphs as well as the transportation costs if the employee has to travel more than fifty (50) kilometres from his place of employment, are paid by the College.

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

#### **Bank of sick-leave days**

##### **7-14.36**

When applicable, on July 1 of each year, the College shall credit each full-time employee covered by this section with seven (7) days of sick-leave. The days thus granted shall be non-cumulative but shall have cash surrender value on June 30 of each year when not used during the year, by virtue of the collective agreement and this, on the basis of one two hundred and sixtieth ( $1/260^{\text{th}}$ ) of the salary applicable to this date per day not used, the proportion of the one two hundred and sixtieth ( $1/260^{\text{th}}$ ) of the salary applying for a fraction of unused day. Such payment is made, if need be, at the latest on the September 1 of each year.

However, during the employee's first (1<sup>st</sup>) year of service, except in the case of an employee who is relocated in accordance with the job security provisions, the College shall add a credit of six (6) sick-leave days without a cash surrender value.

The employee who has accumulated thirteen (13) days or less of sick-leave to his credit on June 1 may, by written notice to the College before this date, choose not to cash in the balance on June 30 of the seven (7) days granted in accordance with the first paragraph of this clause and not used by virtue of this section. The employee having

made this choice shall on June 30 add the balance of these seven (7) days, which cease to have a cash surrender value, to the days of sick-leave already accumulated.

During the month of June, the employee may choose to convert into holidays the totality or part of the balance on June 30 of the seven (7) days of sick leave granted by virtue of the first paragraph of the present clause and unused by virtue of the present section. This conversion is possible as long as the terms and conditions of clause 7-7.06 are fully respected.

#### **7-14.37**

If an employee becomes covered by this section in the course of a fiscal year, the number of days credited for the year involved as per the first paragraph of clause 7-14.36 is reduced in proportion to the number of complete months of service<sup>1</sup>.

Also, if an employee leaves his job in the course of a contractual year, or if he is not yet on active service for a part of the year, the number of days credited to him as per the first paragraph of clause 7-14.36 is reduced in proportion to the number of complete months of service<sup>1</sup>.

For purposes of implementing this clause, the following leaves do not result in any reduction of days credited for the year in progress:

- maternity leave provided for in clause 7-4.06 or clause 7-4.07;
- the extension of maternity leave provided for in clause 7-4.10, for a maximum of six (6) weeks;
- the special leave provided for in clause 7-4.21 or clause 7-4.22;
- the paternity leave provided for in clause 7-4.24;
- the adoption leave provided for in clause 7-4.29 or clause 7-4.30;
- the sabbatical leave with deferred or anticipated salary provided for in section 7-17.00.

#### **7-14.38**

In the case of a part-time employee, the number of days credited is reduced in proportion to his regular workweek compared to that of a full-time employee in the employ of the College.

#### **Use of previous banks of sick-leave**

##### **7-14.39**

The employee who benefited from sick-leave days with cash surrender value shall retain the right to the reimbursement of the value of the payable days accumulated on January 1, 1973, in accordance with the provisions of the collective agreement formerly applicable, with the stipulation that, even if no new day is credited, the percentage of days with cash surrender value shall be determined by taking into account the years of service prior to and following January 1, 1973.

This value shall be determined on the basis of the January 1, 1973 salary and shall bear interest at the rate of five percent (5%) compounded annually. These provisions shall not,

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<sup>1</sup> A complete month of service means a month in which an employee worked or was paid for one half (1/2) or more of the number of working days in that month.

however, change the value already set by virtue of a previous agreement for sick-leave days with cash surrender value.

The value of an employee's redeemable days may be used to pay for the cost of buying back previous years of service as provided for in the provisions relating to retirement plans (TPP, CSSP and RREGOP) or to increase to eighty-five percent (85%) the payment of sixty-six and two-third percent (66 2/3%) of salary during the second year of disability.

#### **7-14.40**

An employee's bank of sick-leave days with cash surrender value as of January 1, 1973 may also be used, at a rate of one (1) day per day, for purposes other than illness when the previous collective agreements allowed such use. By the same token, an employee's sick-leave days with cash surrender value as of January 1, 1973 may also be used, at the rate of one (1) day per day, for purposes other than illness, that is: in case of parental leave provided for in section 7-4.00 or for extending the employee's disability leave upon expiry of the benefits provided for in paragraph c) of clause 7-14.25. The employee may also use his accumulated sick-leave days without cash surrender value, at the rate of one (1) day per day, to extend his disability leave upon expiry of the benefits provided for in paragraph c) of clause 7-14.25.

The employee's bank of sick-leave days with cash surrender value as of January 1, 1973, shall be considered as used on this date, when they are used by virtue of this clause as well as by virtue of the other clauses of this section.

#### **7-14.41**

The employee who, according to the provisions of clause 38.00 of the 1972-1975 collective agreement, has chosen not to use his redeemable days shall be considered as having maintained this choice for the duration of this agreement.

### **Miscellaneous provisions**

#### **7-14.42**

The sick-leave days to an employee's credit on the date of coming into force of the collective agreement shall remain to his credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

1. The days with cash surrender value credited by virtue of clause 7-14.36 of the agreement.
2. After having used up the days mentioned in paragraph 1. of this clause, the other days with cash surrender value to the employee's credit as provided for in clause 7-14.41.
3. After having used up the days mentioned in paragraphs 1. and 2. of this clause, the days without cash surrender value to the employee's credit.

#### **7-14.43**

Persons receiving disability payments on the date of coming into force of the collective agreement shall remain covered under the plan in effect at the beginning of the disability

period, with the stipulation that this clause does not entail an increase in the benefits provided under the present salary insurance plan, especially with regards to the amount and duration of the benefits.

#### **7-14.44 Gradual Early Retirement**

The employee who has to his credit a bank of sick-leave days with cash surrender value may, if the College so agrees, avail himself of a gradual early retirement under the following conditions:

- a) the employee must be admissible to his retirement at the end of his gradual early retirement;
- b) the employee must reduce his regular workweek and compensate the difference in salary by drawing on his bank of sick-leave;
- c) at the end of his gradual early retirement, the employee must definitely go on retirement and resign;
- d) the other conditions agreed to by the employee and the College.

### **Article 7-15.00 - Leave of Absence for a Public Office**

#### **7-15.01**

The College shall recognize the same rights for an employee to participate in public affairs as those which are recognized for all citizens.

#### **7-15.02**

Upon a written request made thirty (30) days prior to the date of his departure, the employee shall obtain from the College a leave of absence without pay not exceeding three (3) months in order to offer himself as a candidate for any election: federal, provincial, municipal or school.

#### **7-15.03**

The employee who is defeated shall resume at the end of his leave of absence without salary the position he held with the rights and privileges that he had acquired on the date of his departure subject to chapter 5.

#### **7-15.04**

The employee elected in a municipal or school election, or to the board of directors of a hospital or of a local community services centre, shall benefit from leave without pay for meetings or for the official activities of his elected position, after having informed the College.



**7-15.05**

The employee elected in a provincial, federal or municipal election may, upon the expiry of his mandate, resume a position similar to that which he held at the time of his leave of absence without pay, whenever a position becomes available.

Within the twenty-one (21) days after the expiry of his mandate, he must inform the College of his decision to avail himself of this section. Failing this, he shall be considered as having resigned.

**7-15.06**

The College shall recognize the employee's right to be named to a government board of inquiry and his right to a leave without pay for the duration of his mandate.

**7-15.07**

The leaves of absence provided for in this section, except for those in clause 7-15.04, shall be on a full-time basis.

**7-15.08**

The employee benefiting from a leave of absence without pay for a public office continues to participate in the basic health insurance plan by paying all premiums. He may also continue to participate in the other group insurance plans and the retirement plan, provided that he pays the entire amount of premiums and contributions required and insofar as the master policies and the Law permit it.

**7-15.09**

This section may be modified subject to a local agreement between the parties.

**Article 7-16.00 - Special Leaves of Absence**

**7-16.01**

The employee, unless he receives income insurance benefits or benefits from another type of leave of absence, shall be entitled to leave with pay in the following cases:

- a) his marriage or civil union: five (5) consecutive working days including the day of the wedding or civil union; after agreement with the College, the employee may take two (2) additional weeks of leave without salary;
- b) the marriage or civil union of his father, mother, son, daughter, brother or sister: the day of the wedding or civil union;
- c) the death of his spouse or of his child: five (5) consecutive working days, including the day of the funeral;
- d) the death of his father, mother, brother or sister: three (3) consecutive working days including the day of the funeral;

- e) the death of his father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather or grandmother, when the deceased lived in the employee's home: three (3) consecutive working days, including the day of the funeral;
- f) the death of his father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather or grandmother, when the deceased did not live in the employee's home: the day of the funeral;
- g) the death of his grandson or granddaughter: the day of the funeral;
- h) when he moves: the moving day; however, an employee is not entitled to more than one (1) day of leave per contractual year;
- i) any act of God (disaster, fire, flood, etc.) which forces an employee to be absent from work: the number of days determined by the college after agreement with the employee.

In such cases as described in paragraphs c), d) and e) of this clause, the employee may postpone a working day to attend the cremation or burial of the deceased if it takes place at a later date.

#### **7-16.02**

In such cases as described in paragraphs b), d) and f) of clause 7-16.01, the employee is entitled to one (1) extra day of leave if the incident occurs at least two hundred and forty (240) kilometres from his place of residence, and to two (2) extra days if it happens at least four hundred and eighty (480) kilometres from his residence.

#### **7-16.03**

In all cases, the employee must inform his immediate superior and produce, upon request, the proof, whenever possible, or the certification of these events. In this section the words days of absence represent a full period of twenty-four (24) hours.

#### **7-16.04**

The employee who is requested to act as a juror or as a witness in a case must not lose any salary and the College shall maintain his salary as if he were normally working during the period of his absence. However, he must give the College the compensation received as a witness or juror, except the amounts allocated by law as expenses in addition to the aforementioned compensation. In no case, must the refund required exceed the employee's regular salary.

#### **7-16.05**

The employee, who so requests the College in writing shall be entitled to obtain, for urgent and serious reasons, an authorization for absence without loss of salary. The reasons put forward in support of his request must be stated in this request.

**7-16.06**

The employee may, for any personal reason, take at least one half-day off from work at a time, up to an accumulation of two (2) days per contractual year. Such time off will be deducted from the employee's bank of non-refundable sick-leave days. In the case where the employee has no non-refundable sick-leave days left, the time off will be without pay.

**Article 7-17.00 - Sabbatical Leave Plan with Deferred or Anticipated Salary**

**7-17.01 Object of the Plan**

The Leave with Deferred or Anticipated Salary Plan makes it possible for a regular employee to benefit from a paid leave of absence. However, the Plan does not allow an employee to postpone income taxes nor does it generate added benefits upon retirement.

The regular employee may, after agreement, obtain a sabbatical leave with deferred or anticipated salary according to the provisions set forth in the present section.

Should the taking of a leave be situated at the end of the plan, the College cannot refuse the request of the employee without a valid reason.

However, the leave cannot be taken before employment security is attained by the employee.

**7-17.02 Nature of the Plan**

The Leave with Deferred or Anticipated Salary Plan shall consist of a work period and of a leave of absence.

**7-17.03 Duration of the Plan**

The 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 cases and in the manner provided for in clause 7-17.12, clause 7-17.16 or clause 7-17.17.

However, the leave of absence must begin at the latest at the expiry of a maximum period of six (6) years following the date upon which the amounts began to be deferred.

**7-17.04 Duration of the Leave**

The duration of the leave of absence may be from six (6) months to one (1) year.

The leave itself may not be interrupted for any reason whatsoever.

**7-17.05 Prerequisite**

The employee who wishes to benefit from the leave shall apply in writing to the College.

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

Only the employee who has not been placed on availability is admissible to the leave.

The College shall not accept the leave application from an invalid employee or one who is on leave of absence without pay.

**7-17.06 Return**

At the end of the leave of absence, or at the end of a leave of absence provided for in the collective agreement and extending said leave of absence, the employee shall resume his position and shall remain in the College's employ or any other College's employ in the case provided for in clause 5-2.13 or 7-17.14 for a period at least equivalent to the duration of the leave of absence and this, subject to the provisions of the collective agreement.

**7-17.07 Salary**

During each year of participation to the Plan, the employee shall receive the percentage of his salary as given in the following Table, according to the duration of the Plan and of the leave of absence:

<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 the 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 employee would receive had he not participated in the Plan.

During the work period, the employee shall be entitled to all premiums applicable to him. He is not, however, entitled to any premiums during the period of his leave of absence.

While on leave, the employee may not receive any other remuneration from the College nor from any other person or association with which the College has any ties other than the remuneration corresponding to the percentage of salary allowed by the Plan for the duration of the Plan.

**Working Conditions**

**7-17.08**

For the duration of the employee's participation to the Plan, his workload shall be the same as the one he would have assumed had he not participated to the Plan.

**7-17.09**

Subject to the provisions of this section, the employee shall benefit from all advantages granted by the collective agreement to which he would be entitled had he not participated to

the Plan. However, the leave of absence provided for in the Plan shall not be used for the purpose of vacation.

#### **7-17.10 Pension Plan**

For purposes of establishing the value of pension benefits, the employee shall be credited with one (1) year of service for every year in which he participated in the Sabbatical Leave Plan with Deferred or Anticipated Salary, as well as an average salary based on the salary he would have received had he not participated in the Sabbatical Leave Plan with Deferred or Anticipated Salary.

The employee's contributions to a Pension Plan while participating in the Sabbatical Leave Plan with Deferred or Anticipated Salary shall be established according to the Law on retirement plans applicable to said employee.

#### **7-17.11 Employment Termination**

If an employee leaves the College, retires or withdraws from the Plan, the Plan shall be abolished immediately and the following terms and conditions shall apply:

- a) If the employee has already taken the leave of absence, he shall refund, without interest, the amount received during the leave of absence less the amount already deducted from his salary during the work period according to clause 7-17.07.
- b) If the employee has not already taken the leave of absence, the College shall refund, without interest, the difference between the salary he would have received had he not participated in the Plan and the salary he has in effect received from the beginning of the Plan.
- c) If the employee is on leave of absence, the amount owed by the employee or the College shall be established in the following way: the amount received by the employee during the leave of absence less the amount already deducted from the employee's salary during the work period according to clause 7-17.07. If the result is negative, the College shall refund said balance to the employee. If the result is positive, the employee shall refund said balance to the College.
- d) The employee's rights, with regards to pension plans, shall be those he would have exercised had he not participated in the Sabbatical Leave Plan with Deferred or Anticipated Salary.

Thus, if the leave of absence has already been taken, the contributions made during that period shall make up for reduced contributions made during the work period; however, the employee may buy back those missing years of service under the same conditions as those relating to unpaid leaves.

On the other hand, if the leave of absence has not been taken, the contribution needed to validate the total number of years worked shall be deducted from the salary refund made to the employee.

When reimbursement has to be made by the employee, he may reach an agreement with the College as to the methods of repayment provided for by section 6-10.00.

**7-17.12 Leave of Absence Without Pay**

While participating in the Plan, the total amount of unpaid leave by the employee, for whatever reasons, with or without authorization, shall not exceed twelve (12) months. Should the total number of unpaid leave, for whatever reasons, with or without authorization, exceed twelve (12) months, the Plan shall come to an end on the date the twelve (12) month limit is reached, and the terms provided for in paragraphs a), b), c) or d) of clause 7-17.11 shall apply, with the necessary adjustments.

In cases where the total amount of unpaid leave by the employee, for whatever reasons, with or without authorization, is equal or less than twelve (12) months, the duration of the Plan shall be extended for a period equal to the total amount of unpaid leave.

**7-17.13 Placement on Availability**

In cases where the employee is placed on availability while adhering to the Plan, the Plan shall continue.

**7-17.14 Relocation or Voluntary Transfer**

When the employee placed on availability is relocated to another college or transferred to another college by virtue of clause 5-2.13 the latter shall transfer his plan in his new college if the new college agrees.

If the new college does not agree, the plan shall come to an end on the date of the refusal and the terms provided in clause 7-17.11 shall apply without loss of any right with respect to his pension plan. Any surplus in salary paid to the employee shall not be claimed (a full year's service is credited for every full year of participation in the Plan), any unpaid salary is reimbursed and any contribution to the pension plan based on this unpaid salary shall not be claimed.

**7-17.15 Death**

In the event of the employee's death while participating in the Plan, the Plan shall come to an end on the date the death occurred and the terms provided for in clause 7-17.11 shall apply. However, any surplus in salary paid to the employee shall not be claimed, any unpaid salary is reimbursed and any contribution to the pension plan based on this unpaid salary shall not be claimed.

**7-17.16 Salary-Insurance**

In the event that an employee becomes disabled under the terms of section 7-14.00 while adhering to the Plan, the following shall apply:

- a) The disability occurs during the leave of absence:

The disability is presumed not to exist during the leave of absence and it shall be considered as beginning on the date the employee is due back to work at the end of his leave, according to the Plan.

During his leave of absence, he shall be entitled to his salary under the terms of the Plan. Beginning on the date set for his return to work, if he is still disabled, he shall be entitled to the salary-insurance benefits provided for in the collective agreement as long as he is covered by the Plan. Salary-insurance benefits shall be based on the salary fixed under the Plan. If he is still disabled at the end of the Plan, he shall receive salary-insurance benefits based on his regular salary.

- b) The disability occurs after the leave of absence:

The employee's participation to the Plan continues and the salary-insurance benefits shall be based on the salary as fixed under the Plan, as long as the disability lasts. As the Plan expires, the employee who is still disabled shall receive his salary-insurance benefits based on his regular salary.

- c) The disability begins prior to the leave of absence and the employee is still disabled on the proposed date of the beginning of the leave of absence:

In this case, the employee shall choose one of the following options:

- i) To continue his participation to the Plan and postpone the leave of absence to a later date when he is no longer disabled. The employee shall be entitled to his salary-insurance benefits based on the salary fixed under the Plan. If he is still disabled during the last year of the Plan, it shall be interrupted from the beginning of the last year until the end of the disability. During this interruption, the employee shall be entitled to salary-insurance benefits based on his regular salary.
- ii) To put an end to the Plan and thus receive the amounts that have not yet been paid as well as the salary-insurance benefits based on his regular salary. Contributions to the pension plan shall be based on the amounts that have not yet been paid.

- d) The disability lasts for more than two (2) years:

During the first two (2) years, the employee shall be treated as defined earlier.

At the end of the two (2) years, the Plan shall end, and:

- i) If the employee has already taken his leave of absence, any surplus in salary paid to him shall not be claimed and all rights related to his pension plan shall be respected (one (1) year's service for every year of participation in the Plan).
- ii) If the employee has not already taken his leave of absence, any unpaid salary shall be reimbursed, without interest, contributions to the pension plan based on the unpaid salary shall not be claimed and the disability pension to which he is entitled under the terms of the pension plan shall be payable immediately.

### **7-17.17 Maternity Leave or Adoption Leave**

If the maternity leave provided for in clause 7-4.06 or clause 7-4.07 or the adoption leave provided for in clause 7-4.29 or clause 7-4.30 occurs before or after the leave of absence, participation in the Plan shall be suspended for a maximum period corresponding to the maximum expected duration of that leave, and the Plan shall be extended accordingly.

In such a case, during the suspension of participation in the Plan, the provisions of section 7-4.00 shall apply.

However, if the maternity or adoption leave occurs prior to the leave of absence, the employee may put an end to the Plan. He shall then receive his unpaid salary, without interest, as well as the benefits he is entitled to because of his maternity or adoption leave. His contribution to the pension plan shall be based on the amounts reimbursed.

### **7-17.18 Special Provisions**

In all cases where the employee does not take his leave of absence within the period of the Plan itself, the College shall pay him, from the first (1<sup>st</sup>) year of imposition following the end of the Plan, the entire deferred salary.

## **Article 7-18.00 – Gradual Retirement**

### **7-18.01**

The regular employee who fulfills the following requirements shall be eligible for the gradual retirement plan:

a) the full-time regular employee,

or

the part-time regular employee whose regular workweek is greater than forty per cent (40%) of the regular workweek as defined in clause 7-1.01, for his employment class;

b) the employee participating in RREGOP, TPP or CSSP;

c) the employee eligible for retirement and retiring at the end of the plan;

d) the employee having a prior agreement to that effect with the College.

### **7-18.02**

The employee wishing to participate in the gradual retirement plan must submit a written request to the College at least sixty (60) days in advance.

The request must 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 or per year, which may never be fewer than forty per cent (40%) of the hours specified for his employment class, per week or per year, as the case may be;
- c) the work schedule by week or by year.

**7-18.03**

The percentage of the regular workweek or the work schedule may be modified during the course of the retirement plan if so agreed upon between the College and the employee.

Moreover, if for reasons beyond his control, (for example, a strike, lock-out or corrections made to his service record) the employee is not eligible for retirement at the end of the plan, it shall be extended until he becomes eligible for retirement.

**7-18.04**

The employee who has accumulated a bank of cash-convertible sick leave days, by virtue of a prior collective agreement, may substitute such leave, in part or in whole, for his regular work under the terms of the agreement, provided that his prior collective agreement so allows.

**7-18.05**

While participating in the plan and this for purposes of eligibility for retirement, the employee shall be credited with the full-time or part-time services done prior to the plan. The same shall apply in the calculation of his retirement benefits or other allowances in case of death.

**7-18.06**

The employee shall cumulate seniority and job experience as if he were not participating in the plan.

**7-18.07**

While participating in the plan, the employee shall make his contributions to the retirement plan on the basis of his admissible salary and of the time worked (full-time or part-time) prior to the plan.

**7-18.08**

While the employee is participating in the plan, the College shall keep on contributing to the health insurance plan on the basis of time worked prior to the plan. The basic life insurance plan is the one the employee benefited from prior to the plan.

**7-18.09**

Should the employee become disabled while participating in the plan, he shall be exempted from contributions to the retirement plan on the basis of his admissible salary and of the time worked prior to the plan.

**7-18.10**

While disabled, the salary-insurance plan shall apply on the basis of the employee's salary and time worked, up to the effective date of retirement.

**7-18.11**

In the case of the employee's position being abolished or transferred, the employee benefiting from job security shall remain subject to the provisions of sections 5-4.00 and 5-6.00. In that case, or in the case of a voluntary transfer, the gradual retirement plan may be transferred to the new college if an agreement can be reached with the new college.

However, the employee shall maintain his status for the purposes of sections 5-4.00, 5-5.00 and 5-6.00.

**7-18.12**

The gradual retirement plan shall be terminated in the following cases:

- retirement;
- death;
- resignation;
- withdrawal with the college's approval;
- layoff;
- dismissal;
- relocation to another college, subject to the provisions of clause 7-18.11.

**7-18.13**

As the plan is terminated, the agreement between the employee and the college also ends and the services credited to the employee for purposes of retirement while in the plan shall be maintained. As the case may be, the contributions to the retirement plan that have not been paid along with the cumulated interest shall remain credited to the employee.

**7-18.14**

An employee can only be granted one participation in the gradual retirement plan.

**7-18.15**

Unless specifically stated otherwise, the employee participating in the gradual retirement plan shall be covered by the provisions of the collective agreement relating to part-time employees.

## **CHAPTER 8 - TRAINING AND PROFESSIONAL DEVELOPMENT**

### **Article 8-1.00 - General Provisions**

#### **8-1.01**

In order to meet its needs and to develop the particular abilities of the employees, the College shall provide all employees with tangible opportunities for training and professional development through activities, studies, training or work which may be useful in the performance of their duties or in their career path at the College.

In this regard, the College shall give the employees the opportunity to benefit from the training and professional development policy provided in this chapter.

#### **8-1.02**

The College shall respect the engagements undertaken prior to the date of coming into force of the collective agreement with regard to the employee in its service and shall allow him to finish the training and professional development activities already begun.

#### **8-1.03**

The sums involved in commitments referred to in clause 8-1.02 shall be taken directly out of the amount which the College may set aside for the carrying out of its training and professional development policy.

#### **8-1.04**

The employee who, as authorized by the College, pursues training and professional development activities during his regular work schedule shall receive the salary which he would receive if he were at work. The regular work schedule of this employee shall not be altered by this fact unless the employee and the College so agree.

### **Article 8-2.00 - Local Training and Professional Development**

#### **8-2.01**

The parties shall recognize the importance of ensuring the training and professional development of the employees and the parties shall agree to cooperate in this respect with the local Training and Professional Development Committee.

#### **8-2.02**

Professional development activities include any activity which allows the employee to acquire appropriate techniques and skills in order to better perform his duties or to facilitate access to other support personnel functions at the College.

#### **8-2.03**

Training activities include any activity (full-time or part-time) which leads to the obtaining of a diploma.

**8-2.04**

The courses offered by the College, with the exception of popular education courses, shall be available free of charge to employees as long as they provide an opportunity for training and professional development or improvement of educational qualifications. It is recognized that applications from the general public for admission to courses have priority and that the College is not hereby obliged to organize courses or to hire additional teaching personnel.

**8-2.05**

The College shall be obliged to consult the local Training and Professional Development Committee before establishing a training and professional development policy applicable to its employees.

**8-2.06**

Within the thirty (30) days following the date of coming into force of the agreement, and at the request of either party, the College and the Union shall form a local Training and Professional Development Committee.

It shall be a parity committee composed of two (2) representatives from the College and two (2) representatives from the Union.

This Committee shall:

- a) forward to the College any recommendations concerning the local training and professional development policy;
- b) receive applications from the employees for training and professional development, analyze them, discuss them and make decisions in accordance with the local training and professional development policy;
- c) study the employee's training and professional development needs;
- d) take the necessary steps in order that the employees may benefit from all the facilities for training and professional development that are available to them.
- e) recommend to the College the establishment of collective professional development activities for a group of employees or all of the support personnel.
- f) recommend the apportionment of the amounts provided for in section 8-3.00;
- g) prepare an annual report on the activities and expenditures.

**8-2.07**

The Committee shall establish its own rules concerning procedure and operation.

**Article 8-3.00 - Amount Allocated for Training and Professional Development**

**8-3.01**

For each contractual year, the College shall put aside the sum of one hundred dollars (\$100)<sup>1</sup> per regular employee for the purpose of implementing the local training and professional development policy. Moreover, an additional sum of one hundred dollars (\$100)<sup>1</sup> shall be allocated for each full-time equivalent (FTE) for the occasional hours worked during the previous contractual year.

**8-3.02**

For the purposes of this section, the following colleges:

- Cégep de Sainte-Foy for support and special education staff;
- Cégep de Sainte-Foy for interpretation staff;
- Cégep de Victoriaville for the staff of the École nationale du meuble et de l'ébénisterie in Montréal;
- Cégep du Vieux Montréal for interpretation staff;
- Champlain Regional College for the staff of the Lennoxville campus,

shall benefit from the higher of the following amounts per contractual year:

- the amount established in accordance with clause 8-3.01,  
or
- the amount of six hundred and seventy dollars (\$670).

**8-3.03**

The balance of the amount provided for in clauses 8-3.01 and 8-3.02 shall be carried over to the subsequent contractual year should the total amount not have been spent or committed during such contractual year.

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<sup>1</sup> For the 2005-2006 year, read seventy-three dollars and seventy-five cents (\$73.75).

## **CHAPTER 9 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **Article 9-1.00 - Grievance Procedure**

#### **9-1.01**

Any grievance shall be submitted and settled in accordance with the provisions set forth in the present chapter.

#### **9-1.02**

Before lodging a grievance, the employee may try, either alone or in the company of an authorized union representative, to solve the problem with his immediate superior. Failing a solution, the parties agree to follow the procedure hereinafter set forth in order to reach a settlement as quickly as possible.

#### **9-1.03**

The employee or the Union wishing to submit a grievance in accordance with the provisions of the collective agreement must submit it to the College in writing within thirty (30) working days<sup>1</sup> from the discovery of the fact without exceeding six (6) months from the date of the event which caused the grievance.

If many employees collectively or the Union as such considers that there is cause for grievance, the Union, through its authorized representative, may lodge the grievance with the College's human resources officer, using the form provided for by clause 9-1.04, within thirty (30) working days<sup>(1)</sup> from the discovery of the fact without exceeding six (6) months from the date of the event which caused the grievance.

The time limits provided for in this clause shall start on the day on which the College delivers to the Union the text, in French, of the collective agreement or, in the case of an Anglophone college, the English version of the collective agreement.

#### **9-1.04**

In order to submit a written grievance, an appropriate form (Appendix "7") must be completed by the employee or the Union setting forth the facts leading to the grievance and mentioning, if possible, the clauses of the collective agreement which are involved and the necessary corrective measures.

#### **9-1.05**

The College shall send its decision to the employee concerned with a copy to the Union within fifteen (15) working days from the date the grievance was submitted. In the case of the Union filing a grievance, the College's decision shall be sent to the Union within the same time limit. In default of such a reply, or if the reply is unsatisfactory, the Union may, if it has not already done so, submit the grievance for arbitration within the time limits provided for in clause 9-2.01.

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<sup>1</sup> In the event of a grievance related to psychological harassment, this period shall be ninety (90) days from the last occurrence of such conduct.

**9-1.06**

The wording of a grievance may be amended after submission, as long as the amendment does not change the nature of the grievance. If such an amendment is submitted within five (5) working days preceding arbitration, the College may request that the hearing take place at a later date.

A technical error in the wording of a grievance, including its presentation in writing, using a form other than the form specified in this section, shall not invalidate it.

**9-1.07**

All delays provided for in the present section are compulsory and may not be extended, other than by the written consent of the College and the Union.

**9-1.08**

At any time before the arbitration hearing of a grievance, the parties may meet at the L.R.C. to discuss the matter.

**Article 9-2.00 - Arbitration Procedure**

**9-2.01**

After having followed the procedure concerning grievances outlined in section 9-1.00, the Union wishing to submit a grievance to arbitration must, within the forty-five (45) days following the submission of the grievance, give written notice to this effect to the College and to the first arbitrator whose name appears in this section. This time limit must be respected and may not be extended without written consent from the parties.

At the same time as the notice of arbitration, the Union shall forward notice of the grievance to the first arbitrator.

**9-2.02**

The first arbitrator of the arbitration boards of the education sector shall ensure the proper functioning of the arbitration boards referred to in this section, with the help of the chief clerk.

The chief clerk shall ensure the proper functioning of the Records Office of the arbitration boards in the education sector.

**9-2.03**

Upon receipt of a notice to the effect that a grievance has been submitted to arbitration, the Records Office shall open a file to which it shall assign a case number and then forward to the employee concerned, the Union and the College an acknowledgement of receipt of the notice, indicating the case number and the date on which it was received. Furthermore, it shall forward to the Federation, the Centrale and the Ministère a copy of the arbitration notice and of the acknowledgement of receipt.

**9-2.04**

The representatives of the national parties shall meet once a month in order to add to the arbitration roll all grievances submitted to the Records Office to be heard by a sole arbitrator or mediator-arbitrator.

However, when the local parties have decided that a grievance shall be settled by means of the accelerated arbitration procedure, the latter shall be processed according to the provisions of clauses 9-3.09 to 9-3.16.

**9-2.05**

The first arbitrator or the chief clerk, under the first arbitrator's authority, shall summon in writing, at least ten (10) working days in advance, the designated representatives of the Federation, the Ministère and the Centrale to a meeting in order to:

- a) draw up the monthly arbitration roll and set the time, date and place of the first arbitration hearings. The grievances shall be scheduled according to the availability of the arbitrators, the mediator-arbitrators and the national parties;
- b) designate an arbitrator or a mediator-arbitrator from the lists mentioned in clause 9-2.09;
- c) indicate the type of arbitration decided upon.

The Records Office shall so notify the arbitrator or the mediator-arbitrator, the parties concerned, the Centrale, the Federation and the Ministère.

The party requesting the postponement of a hearing within thirty (30) days or less of the date of hearing shall pay to the arbitrator a cancellation fee of four hundred (\$400) dollars; if the postponement follows a joint request, the cancellation fee shall be shared equally by both parties.

**9-2.06**

Within ten (10) working days following the meeting provided for in clause 9-2.05, the parties empowered to appoint an assessor, if need be, and an attorney shall notify the Records Office of the name of the assessor and the attorney of their choice.

**9-2.07**

Should an assessor not be designated by one or the other of the national parties, the arbitrator may proceed.

Should an assessor be unable or refuse to act, the national party who designated him shall nominate a replacement, in the delay prescribed by the arbitrator. Should the replacement not be nominated in the aforesaid delay, the arbitrator may proceed.

**9-2.08**

In the case of a tribunal made up of one arbitrator and two (2) assessors, the arbitrator, alone or with the assessor of only one party, does not have the power to hold arbitration



sessions or to render decisions except if an assessor, after having been duly summoned in writing, does not present himself at the hearing.

**9-2.09**

Grievances submitted for arbitration according to the provisions of the collective agreement shall be decided upon according to the following paragraphs:

**a) Arbitration of an application or interpretation grievance**

Unless the national parties agree to add two (2) assessors nominated by the parties, by an arbitrator chosen among the following:

- MÉNARD, Jean-Guy, first arbitrator
- BEAULIEU, Francine
- BLOUIN, Rodrigue
- BOISVERT, Marc
- BRAULT, Serge
- CHOQUETTE, Robert
- FERLAND, Gilles
- FORTIER, François-G.
- FORTIN, Pierre-A.
- FRUMKIN, Harvey
- GOSELIN, Ginette
- LAVERY, Daniel
- LUSSIER, Jean-Pierre
- MORENCY, Jean-M.
- MORIN, Fernand
- NADEAU, Denis
- ROY, Jean-Guy
- SEXTON, Jean
- TOUSIGNANT, Lyse
- TREMBLAY, Denis
- TRUDEAU, Gilles
- VILLAGGI, Jean-Pierre

**b) Mediation-arbitration of a classification grievance submitted according to the provisions of section 9-4.00**

By a mediator-arbitrator chosen among the following:

(List to be agreed upon)

**c) Arbitration of a prior classification grievance or of a disagreement as set out in clause 6-5.03**

In the case of a classification grievance submitted to arbitration according to the collective agreement or provisions constituting collective agreements prior to the agreement and in the case of a disagreement as set out in clause 6-5.03, by an arbitrator chosen among the following:

- BHÉRER, Jacques
- BOISVERT, Marc
- CHARLEBOIS, Paul
- FERLAND, Gilles
- GUILBERT, Marcel
- TOUSIGNANT, Lyse
- TREMBLAY, Denis

The national parties may agree to modify the present lists of arbitrators or mediator-arbitrators.

**9-2.10**

Should an arbitrator or a mediator-arbitrator be unable or refuse to act, he shall be replaced following the established procedure for the original nomination.

**9-2.11**

Upon his nomination, each arbitrator or mediator-arbitrator will take an oath or shall pledge on his honour before a judge of the Superior Court, for the duration of the collective agreement, to render judgment according to law and in conformity with the provisions of the collective agreement.

**9-2.12**

The arbitrator or mediator-arbitrator shall proceed with dispatch to investigate the grievance according to the procedure and evidence he deems appropriate.

The arbitrator or mediator-arbitrator shall also make sure that the rules and regulations of the Records Office are observed, particularly in the case of those mentioned in clause 9-2.21.

**9-2.13**

The arbitrator or mediator-arbitrator shall decide upon the grievances in accordance with the law and with the provisions of the collective agreement; he cannot modify, add to or subtract from it in any manner whatsoever.

**9-2.14**

In the case of a disciplinary measure, the arbitrator may decide:

- a) to uphold the College's decision or;
- b) to restore all the plaintiff's rights and reimburse him for the salary lost through suspension or dismissal, less the salary he earned elsewhere or any compensation which he obtained during the period of suspension or dismissal or;
- c) in any manner which is deemed just and equitable.

**9-2.15**

When the grievance includes a monetary claim, the filer of the grievance is not obliged to determine the amount before the arbitrator or mediator-arbitrator decides whether he is entitled to this amount of money.

If it is decided that the grievance is well founded and if the parties cannot agree on the amount to be paid, a notice addressed to the same arbitrator will enable him to make a final decision concerning the disagreement. The arbitrator may decree that the amount due to the plaintiff will bear interest at the rate provided in the Labour Code (R.S.Q., c. C-27).

**9-2.16**

When extra arbitration sessions for a same case must be held, the arbitrator shall set the time, date and place of the subsequent sessions and notify the Records Office which, in

turn, shall notify the parties concerned, the Centrale, the Federation and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions.

**9-2.17**

The arbitration sessions shall be public. The arbitrator may, however, order the sessions to be held in camera.

**9-2.18**

The arbitrator must render his decision within sixty (60) days following the end of the hearings, unless the representatives of the parties concerned agree in writing, before the expiry of this time limit, to extend it for a set number of days.

An arbitrator may not be awarded the hearing of a grievance if he has not rendered a decision within the time allowed, and this, for as long as the decision is not rendered.

The arbitrator shall motivate and sign the decision.

The arbitrator shall deposit two (2) signed copies of the decision with the Records Office.

At any time before his final decision, an arbitrator may render any interim or interlocutory decision which he deems just and useful.

**9-2.19**

The arbitrator's decision shall not be nullified for the sole reason that it is made after the expiry of the time limit provided for in clause 9-2.18.

The arbitrator's decision must be carried out as soon as possible and before the expiry of the time limit prescribed in said decision, when such a time limit is set.

**9-2.20**

At any time before the arbitrator declares that the parties' representatives have stated that their evidence is concluded, the Centrale, the Federation and the Ministère may intervene and make any representation to the arbitration board that they deem appropriate or relevant.

**9-2.21 Preparatory Sessions**

The attorneys assigned to every grievance file to be heard according to the procedure outlined in this section shall inform the arbitrator and each other of the nature of the preliminary methods they intend to raise at least one (1) week prior to the hearing.

Upon the request of either of the parties, the parties must hold a preparatory session.

The purpose of the preparatory session is to:

- a) improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;

- b) allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- c) outline the dispute and identify the issues to be discussed in the course of the hearing;
- d) ensure the exchange of documentary evidence;
- e) plan the presentation of evidence to be produced in the course of the hearing;
- f) study the admissibility of certain facts;
- g) analyze any other question which could simplify or accelerate the hearings.

Every arbitration hearing held in accordance with this section shall begin at a time fixed by the Records Office; the attorneys, assessors, where applicable, and the arbitrator must however use the first half-hour for a private preparatory session.

#### **9-2.22**

Upon the request of one of the parties, the arbitrator may summon a witness. The writ of summons must be delivered at least five (5) full days before the hearing.

The witness's travel and accommodation expenses, as well as the tax provided for in the Labour Code (R.S.Q., c. C-27), when applicable, must be reimbursed by the party who recommended that he be summoned.

#### **9-2.23**

A party may request the services of an official stenographer; it may also request that the arbitration hearings be recorded on tape or otherwise. The expenses and fees incurred shall be the responsibility of the party that requested the services.

A copy of the transcript of the official stenographic notes and tapes, when applicable, must be forwarded to the arbitrator and to the assessors, if need be, as well as to the other party; the expenses to be borne by the party that requested such services.

#### **9-2.24**

The expenses and fees of the arbitrator shall be assumed by the losing party.

However, in cases of dismissal grievances, the arbitrator's expenses and fees shall be borne by the Ministère.

In the event of a mixed decision, the arbitrator shall determine the sharing of the expenses.

The arbitrator's fees shall be paid only after two (2) signed copies of the decision have been deposited with the Records Office.

#### **9-2.25**

The assessors expenses and fees shall be borne by the party they represent.

**9-2.26**

The expenses incurred by the Records Office and the salaries of the Records Office personnel shall be assumed by the Ministère.

**9-2.27**

The arbitration sessions shall be held on College premises unless otherwise agreed upon by the parties.

**9-2.28**

In the preparation of the arbitration rolls, the national parties agree to give priority to grievances concerning the application of the terms and conditions of job priority and job security, followed by the cases of suspension and dismissal.

**9-2.29 Grievances Anterior to the Present Collective Agreement**

Grievances submitted to arbitration in accordance with prior Collective Agreements or the Provisions constituting Collective Agreements will be heard in conformity with such Dispositions or Collective Agreements.

Notwithstanding the above and except in the cases where a grievance has already been referred to a board, these grievances will be heard by a single arbitrator whose name appears in clause 9-2.09 of the collective agreement.

Furthermore, the parties may have recourse to the provisions of section 9-3.00.

**Article 9-3.00 - Other Procedures**

**9-3.01 National Committee for the Settlement of Grievances and Other Recourses Arising from the Application of Sections 39 and 45 of the Labour Code**

The national parties shall create a national committee for the settlement of grievances and other recourses arising from the application of the Labour Code (R.S.Q., c. C-27). This committee shall include a representative from each party.

The committee's mandate shall be the following:

- a) to adopt measures designed to reduce as many of the accumulated grievances and other claims as possible according to the priorities and procedures determined by the committee;
- b) to guide the parties in finding the appropriate method of settling grievances;
- c) to make recommendations to the local parties before establishing a file so as to assist them in reaching a settlement;
- d) to improve the scheduling of hearings and to reduce their duration.

## **Prearbitration Mediation**

### **9-3.02**

The College and the Union may agree to proceed with prearbitration mediation in dealing with certain grievances or other recourses arising from the application of sections 39 and 45 of the Labour Code (R.S.Q., c. C-27) in the following way:

To do so, the parties shall forward a joint notice to the Records Office. The Records Office shall recommend to the parties the names of mediators chosen from the list provided for in paragraph a) of clause 9-2.09. Once the parties have approved a name from this list, the Records Office shall set the date, as quickly as possible, of the first mediation session.

### **9-3.03**

Only a member of the College's management staff and an employee designated by the Union may represent the parties. They may, however, after having informed the other party, call upon an advisor who shall have no right to intervene.

### **9-3.04**

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 at the Records Office. The settlement shall bind the parties.

The Records Office shall file two (2) certified copies with the Commission des relations du travail.

### **9-3.05**

The procedure shall apply for every group of grievances or other recourses agreed upon between the College and the Union.

### **9-3.06**

In the event that a number of grievances or recourses included in the prearbitration mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to between the parties and the other recourses according to the procedure as provided for in the Labour Code (R.S.Q., c. C-27).

### **9-3.07**

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process unless the parties agreed otherwise before the start of said mediation.

### **9-3.08**

The honoraria and expenses of the arbitrator who is mandated to act as a mediator shall be borne by the Records Office, just as they are for an arbitration mandate.

The provisions of sections 9-1.00 and 9-2.00 shall be applied by adapting them to this procedure, with the exception of incompatible provisions.

## **Accelerated Arbitration Procedures**

### **9-3.09**

Any grievance may be referred to this procedure provided that the parties (College and Union) explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting to such agreement, shall be forwarded to the Records Office.

Should the College and the Union fail to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, the College or the Union may indicate separately such intent by forwarding a separate written notice to this effect to the Records Office along with a certified copy to the other party.

In this 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.

### **9-3.10**

The following topics may be submitted to the accelerated arbitration procedure.

- 3-1.00 - Union Security
- 3-2.00 - Union Dues
- 3-3.00 - Releases for Local Union Affairs
- 3-4.00 - Releases for National Union Affairs
- 3-5.00 - Meeting and Posting
- 4-1.00 - Information
- 6-2.00 - Determination of the Class of Employment and Salary upon Engagement
- 6-3.00 - Rules Concerning the Advancement in Step
- 6-4.00 - Rules Concerning Promotion and Transfer
- 6-6.00 - Premiums
- 6-10.00 - Amounts to be Collected
- 7-3.00 - Overtime
- 7-5.00 - Legal Holidays
- 7-6.00 - Annual Holidays Quanta
- 7-7.00 - Annual Holidays
- 7-10.00 - Leave of Absence Without Pay

### **9-3.11**

The arbitrator shall be appointed by the Records Office. The arbitrator shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

### **9-3.12**

Only a member of the College's management staff and an employee designated by the Union may represent the parties. They may, however, after having informed the other party, call upon an advisor who shall have no right to intervene.

**9-3.13**

In general, a hearing usually lasts one (1) hour.

**9-3.14**

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 as regards the arbitration of any other grievance, unless this grievance is related to an identical dispute between the same College and the same Union and deals with the same facts and cases.

**9-3.15**

The arbitrator shall render his decision and shall forward a copy to the parties within a maximum five (5)-working day time limit of the hearing. The arbitrator shall also file the signed original copy at the Records Office.

**9-3.16**

The provisions of sections 9-1.00 and 9-2.00 shall apply by adapting them to the accelerated arbitration procedure provided for in this clause except for incompatible provisions.



## **Article 9-4.00 - Classification Grievances and Mediation-Arbitration**

### **9-4.01**

An employee or the Union who maintains that the principal and customary duties that the College requires the employee to perform do not correspond to his class of employment may submit a classification grievance to the human resources department according to the procedure provided for in this section, and shall do so within thirty (30) working days of the occurrence of the situation. The grievance must indicate the class of employment requested.

The grievance shall be accompanied by the form agreed upon by the national parties, including a detailed description of the employee's principal and customary duties.

### **9-4.02**

The College shall analyze the employee's tasks and confirm or refute the statements appearing in the form submitted in accordance with the preceding clause.

Following this analysis and no later than the fifteenth (15<sup>th</sup>) working day after the submission of the grievance, the College shall communicate its decision to the employee and the Union. Where applicable, the College shall identify its differences with regard to the statements appearing in the form.

### **9-4.03**

The Union wishing to submit the grievance to mediation-arbitration shall provide written notice to the College and to the first arbitrator, whose name appears in section 9-2.00, within forty-five (45) days of the submission of the grievance. At the same time as the notice of arbitration is submitted, the Union shall forward the notice of grievance to the first arbitrator. This deadline is mandatory and may not be extended without the written consent of the parties.

### **9-4.04**

Neither the deadline of thirty (30) days provided for in clause 9-4.01 nor the occurrence of a situation prior to the date of the coming into force of the agreement may have the effect of prescribing a grievance if the situation continues to exist during the thirty (30) days preceding the filing of the grievance. However, there shall not be any retroactive payment under this section when more than ninety (90) days have elapsed from the date the grievance was filed.

## **Mediation-arbitration**

### **9-4.05**

The setting of a date and place for the mediation-arbitration hearing and the appointment of a mediator-arbitrator shall be carried out in accordance with the provisions of section 9-2.00 with the necessary adjustments.

**9-4.06**

The Union shall, no later than ten (10) working days before the day of the hearing, send the mediation-arbitrator a copy of the grievance, the form specified in clause 9-4.01 and the College's response provided for in clause 9-4.02.

**9-4.07**

Only a member of the College's management staff and an employee designated by the Union may represent the parties. However, after notifying the other party in advance, they may retain an advisor who shall have no right to intervene.

The representative of a party may question witnesses, present arguments and submit jurisprudence.

**9-4.08**

The hearing of a case may not exceed one (1) day.

**9-4.09**

If no settlement is reached during the hearing day, the parties shall have a period of ten (10) working days immediately following that day to attempt to reach a settlement.

Where applicable, the parties shall forward the settlement to the mediator-arbitrator.

**Powers and responsibilities of the mediator-arbitrator**

**9-4.10**

In addition to the powers and responsibilities assigned to him under section 9-2.00, the mediator-arbitrator shall have the power to conduct the investigation, question the parties and witnesses previously identified to the other party and try to help the parties reach a settlement.

**9-4.11**

If a settlement is reached, the mediator-arbitrator shall take official notice thereof, record it in writing and submit a copy to the Records Office. The settlement shall be binding on the parties.

**9-4.12**

If at the end of the period provided for in clause 9-4.09, no settlement has been reached between the parties, the mediator-arbitrator shall render an arbitration decision within ten (10) working days and shall send a copy to the parties. He shall file the signed original with the Records Office.

The arbitration decision, which shall not exceed five (5) pages, must contain a brief description of the dispute and a summary of the reasons supporting its conclusion. This decision may not be cited or used by anyone with regard to the arbitration of any other grievance.

The arbitration decision shall be final and binding upon the parties. It may provide for the reimbursement of the amounts owed in accordance with clause 9-2.15.

**9-4.13**

A mediator-arbitrator who accedes to a classification grievance according to this section shall only have the authority to grant monetary compensation equivalent to the difference between the employee's salary and the higher salary corresponding to the duties which, in mediation-arbitration, the employee demonstrated he performs.

**9-4.14**

Monetary compensation may not be awarded later than the date of the mediator-arbitrator's decision and must be determined by the application of the rules governing promotion and transfer as provided for in section 6-4.00.

**9-4.15**

To fulfill his mandate, the mediator-arbitrator must refer to the classification plan and establish a correspondence between the duties performed by the employee and those set out in the classification plan.

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

1. Within twenty (20) working of the mediator-arbitrator's decision, the national parties shall meet to determine a monetary compensation within the salary scales provided for in the agreement and to agree, if applicable, on the employment class to which this compensation corresponds for the purposes of applying clause 9-4.16.
2. Failing an agreement, the Union affected by the arbitration decision may request that the mediator-arbitrator determine the monetary compensation by finding in the agreement a salary similar to the salary associated with duties comparable to those of the employee concerned, with respect to the sectors provided for in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

**9-4.16**

If the College maintains the characteristics of a position for which the incumbent was entitled to compensation, it must comply with the procedure provided for in clause 5-2.01 no later than twenty-five (25) working days following the mediator-arbitrator's decision.

In relation to the foregoing, if the employee receiving monetary compensation does not obtain the position following the application of section 5-2.00, the College shall apply the displacement procedure provided for in section 5-4.00.

If the College decides to comply with this clause, the employee who would temporarily occupy the position shall receive the remuneration associated with the position.

Notwithstanding the foregoing, for all classification grievances submitted according to this section and filed within ninety (90) days of the receipt of copies of the agreement by the local parties, the College shall grant the position to the employee concerned if it accedes

to the grievance or if the grievance is upheld by the mediator-arbitrator, provided the College decides to maintain the characteristics of the position.

**9-4.17 Prior Classification Grievances**

Classification grievances submitted to arbitration according to prior collective agreements or provisions constituting collective agreements shall be heard in accordance with these collective agreements or provisions constituting collective agreements.

Notwithstanding the foregoing and except in cases where a grievance has already been referred to a board, these grievances shall be heard by a classification arbitrator whose name appears in paragraph c) of clause 9-2.09 of the agreement.

However, the parties may agree to submit such a grievance to the mediation-arbitration procedure provided for in this section.

## **CHAPTER 10 - GENERAL PROVISIONS**

### **Article 10-1.00 - Publication**

#### **10-1.01**

The national employer party undertakes to publish in French and at his own expense, in booklet form, the true text of the collective agreement, for distribution to all employees. Furthermore twenty (20) copies shall be forwarded to the Union and two hundred (200) copies to the FPSES.

This text shall be the only one that can be invoked for the purposes of interpretation and application of the collective agreement, particularly before the arbitration boards and the civil tribunals.

#### **10-1.02**

In the case of an Anglophone college or campus, in addition to the French text, the national employer party shall undertake to provide an English version of the text mentioned in clause 10-1.01 for distribution to the employees, and this in the one hundred and twenty (120) days following the signature of the collective agreement by the national parties. Furthermore, twenty (20) copies shall be forwarded to the Union and twenty (20) copies to the FPSES.

#### **10-1.03**

The national parties agree to release one (1) employee for the purpose of verifying the English version of the legal French text of the collective agreement. The maximum duration of this release shall be five (5) working days; the terms and duration of such a release shall be determined by the national parties.

The employee released by virtue of this section shall not lose any right with respect to salary, benefits and privileges recognized by this agreement.

The cost of this release is not reimbursed by the Union.

#### **10-1.04**

The national employer party shall publish in French, at its own expense, the true text of any letter of agreement signed by the national parties. This letter of agreement shall be distributed only to the employees and unions directly affected by the letter of agreement.

Where applicable, in the case of an Anglophone college or campus, the national employer party shall provide an English version of the letter of agreement to the employees or unions directly affected by the letter of agreement.

In addition, ten (10) copies of any letter of agreement shall be forwarded to the FPSES.

## **Article 10-2.00 - Technological Changes**

### **10-2.01**

The parties shall understand by technological changes the introduction, addition or alteration of machinery, equipment or material which will cause a substantial change in current work techniques, methods or procedures which require a particular qualification or, if need be, a preliminary training or professional development.

### **10-2.02**

At the latest on June 1 of each year, the College shall submit to the Union its plans for technological changes during the following contractual year for the purpose of consultation. After this, the Union is granted a period of thirty (30) days to make its position known to the College at the L.R.C.

### **10-2.03**

The plan submitted to the Union must contain the following elements:

- a) the nature of the technological change;
- b) the employees and positions liable to be affected;
- c) the foreseeable date when the changes will take effect;
- d) the planned professional development.

### **10-2.04**

Should the College wish to proceed putting in place a technological change not foreseen in the plan as presented in accordance with clause 10-2.02, it must notify the Union at least ninety (90) days in advance.

This notice shall include the elements mentioned in clause 10-2.03; it shall be followed by a consultation of the Union in the framework of the L.R.C., which will end at the latest thirty (30) days after transmitting the notice.

### **10-2.05**

This section may be subject to a local agreement between the parties.

## **Article 10-3.00 - Transmission of Written Notices**

### **10-3.01**

For the purposes of applying the agreement, the use of the fax machine shall constitute a valid means of transmitting written notices. This shall apply in all cases where the collective agreement refers to a specific mode of transmission.

### **Article 10-4.00 - Appendices**

#### **10-4.01**

The appendices are an integral part of the collective agreement.

### **Article 10-5.00 - Duration of the Collective Agreement**

#### **10-5.01**

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 shall come into force on December 16, 2005.

However, in application of the Act, the provisions that amend the renewed 2000-2002 collective agreement shall come into force:

- on December 16, 2005 for the provisions of Schedule 1 of the Act, with the exception of those relating to parental rights, which shall come into force on January 1, 2006;
- on February 1, 2006 for the stipulations arising from the agreement in principle between the Fédération du personnel de soutien de l'enseignement supérieur (FPSES-CSQ) and the Comité patronal de négociation des collèges (CPNC) on December 15, 2005.

These provisions and stipulations shall be binding on the parties and shall remain in effect until March 31, 2010. They shall remain in force until they are renewed.

They shall have no retroactive effect unless specifically stipulated otherwise.

## **APPENDIX "1"**

### **MOVING COSTS**

#### **1. General provisions**

The provisions of this appendix shall apply to any employee who, by virtue of the provisions concerning job security, is subject to a relocation which involves a change in domicile.

When the distance between the previous place of work and the new place of work is more than fifty (50) kilometres, the moving expenses provided in this appendix shall apply if the employee moves. The College of origin may also authorize the reimbursement of moving expenses in other cases, after having studied the case in question.

#### **2. Allowances**

The allowances provided below shall be paid by the College of origin, upon presentation of supporting evidence. The College agrees to pay the authorized expenses within thirty (30) days.

#### **3. Absence for moving and reimbursement of certain costs**

Any employee to whom a position is offered and who, by accepting such an offer, must move shall be entitled to be absent from his work:

- a) without loss of salary, for a maximum period of three (3) working days, excluding the time required for a return trip, in order to look for a new domicile. In such cases, the College of origin shall reimburse the cost of a return trip for the employee and the spouse, as well as their living expenses for a period not exceeding three (3) days and this, in accordance with the regulations concerning the travel costs in effect at the College of origin;
- b) without loss of salary, for a period of three (3) working days, in order to move from one domicile into the new one. In such cases, the employee's and his family's travel and living expenses shall be reimbursed in accordance with the regulations concerning travel costs in effect at the College of origin.

#### **4. Moving costs**

The College of origin shall assume, upon presentation of supporting evidence, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the packing and unpacking and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that he supplies, in advance, at least two (2) detailed bids for the costs to be incurred.

However, the College of origin shall not pay the cost of transporting the employee's personal vehicle, unless the location of his new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed.



### **5. Cost of storage of furniture and personal effects**

When the move from one domicile to another cannot take place as a direct result of reasons beyond its control, other than the construction of a new residence, the College of origin shall pay the costs of storing the employee's furniture and personal effects and those of his dependents for a period not to exceed two (2) months.

### **6. Compensation for related expenses**

The College of origin shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any employee, married or in a civil union, who is transferred, or two hundred dollars (\$200) if he is single, in compensation for the related moving expenses (carpets, draperies, disconnecting and installing electrical appliances, cleaning, babysitting fees, etc.), unless the said employee is assigned to a location where complete facilities are made available by the new College.

Nevertheless, the seven hundred and fifty dollars (\$750) moving allowance payable to the transferred to the employee who is married or in a civil union, shall also be payable to the single employee who maintains a residence.

### **7. Breaking a lease**

The College of origin shall pay the equivalent of one month's rent to the employee who must abandon a dwelling without a written lease. If there is a lease, the College of origin shall reimburse, up to a maximum of three (3) month's rent, the employee who must break his lease when the landlord demands compensation. In both cases, the employee must attest that the landlord's request is well-founded and produce supporting evidence.

If the employee chooses to sublet his dwelling himself, reasonable costs for advertising the sublet shall be assumed by the College of origin.

### **8. Buying or purchasing a house**

a) The College of origin shall pay the employee who must sell his house (principal residence) the real estate agent's fees, at a rate not exceeding six per cent (6%) and up to a maximum amount of two thousand four hundred dollars (\$2 400), upon presentation of the following documents:

- the contract with the real estate agent immediately after its drawing up;
- the sales contract;
- the statement of the agent's fees.

b) The College of origin shall pay the employee, who has sold his house because of his relocation and who purchases a new one in order to set up residence at his new posting, one per cent (1%) of the sale price, up to a maximum of four hundred dollars (\$400), to cover the cost of notarized deeds which the employee must pay.

### **9. Costs of keeping the unsold house**

When the house of the relocated employee is not sold by the time he must assume his obligations regarding his 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 of origin shall reimburse the following expenses upon presentation of supporting evidence, for a period not exceeding three (3) months:

- municipal and school taxes;
- the interest on the mortgage;
- the cost of the insurance premium.

### **10. Living expenses**

When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the College of origin shall reimburse the employee for the living expenses of himself and his family in accordance with the regulations concerning travel expenses in effect at the College, normally for a period not exceeding two (2) weeks.

### **11. Transportation costs**

If the move is delayed with the authorization of the College of origin and if the family of the employee who is married or in a civil union is not relocated immediately, the College of origin shall assume the employee's transportation costs to visit his family every two (2) weeks, if the distance to be covered is equal to or less than a five hundred (500) kilometres return trip, and once a month if the return distance to be covered exceeds five hundred (500) kilometres, up to a maximum of one thousand six hundred (1,600) kilometres return trip.

### **12. Rental costs**

In the case where a relocated employee chooses not to sell his house (principal residence), he may benefit from the provisions of this section. In order to avoid a double financial burden for the employee-owner due to the fact that his principal residence is not rented at the time he assumes his new accommodation obligations in the new location, the College of origin shall pay him, for the period in which his house is not rented, the amount of his new rent, up to a maximum of three (3) months, upon presentation of supporting evidence. Moreover, the College of origin shall reimburse him for the reasonable advertising costs and the costs of no more than two (2) trips incurred for the renting of his house, upon presentation of supporting evidence and in accordance with the regulations concerning travel costs in effect at the College of origin.

**APPENDIX "2"**

**SALARY SCALES**

**CLASS: Audio-Visual Technician**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	15.10	15.40	15.71	16.02	16.34
2	15.72	16.03	16.35	16.68	17.01
3	16.24	16.56	16.89	17.23	17.57
4	16.83	17.17	17.51	17.86	18.22
5	17.44	17.79	18.15	18.51	18.88
6	18.06	18.42	18.79	19.17	19.55
7	18.69	19.06	19.44	19.83	20.23
8	19.41	19.80	20.20	20.60	21.01
9	20.16	20.56	20.97	21.39	21.82
10	20.90	21.32	21.75	22.19	22.63
11	21.63	22.06	22.50	22.95	23.41
12	22.44	22.89	23.35	23.82	24.30

**CLASSES: Documentation Technician  
Information Technician**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	15.35	15.66	15.97	16.29	16.62
2	15.97	16.29	16.62	16.95	17.29
3	16.50	16.83	17.17	17.51	17.86
4	17.12	17.46	17.81	18.17	18.53
5	17.73	18.08	18.44	18.81	19.19
6	18.37	18.74	19.11	19.49	19.88
7	18.99	19.37	19.76	20.16	20.56
8	19.74	20.13	20.53	20.94	21.36
9	20.49	20.90	21.32	21.75	22.19
10	21.26	21.69	22.12	22.56	23.01
11	22.00	22.44	22.89	23.35	23.82
12	22.82	23.28	23.75	24.23	24.71

**CLASSES:** Administration Technician  
Graphic Arts Technician

Step	Rate until 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate as of 2009-04-01 (\$)
1	15.38	15.69	16.00	16.32	16.65
2	15.89	16.21	16.53	16.86	17.20
3	16.55	16.88	17.22	17.56	17.91
4	17.13	17.47	17.82	18.18	18.54
5	17.81	18.17	18.53	18.90	19.28
6	18.43	18.80	19.18	19.56	19.95
7	19.19	19.57	19.96	20.36	20.77
8	19.89	20.29	20.70	21.11	21.53
9	20.63	21.04	21.46	21.89	22.33
10	21.40	21.83	22.27	22.72	23.17
11	22.21	22.65	23.10	23.56	24.03
12	23.07	23.53	24.00	24.48	24.97

**CLASSES:** Electronic Technician  
Mechanical Production Technician  
Building Engineer  
Social Work Technician  
Laboratory Technician

Step	Rate until 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate as of 2009-04-01 (\$)
1	16.63	16.96	17.30	17.65	18.00
2	17.14	17.48	17.83	18.19	18.55
3	17.67	18.02	18.38	18.75	19.13
4	18.23	18.59	18.96	19.34	19.73
5	18.81	19.19	19.57	19.96	20.36
6	19.36	19.75	20.15	20.55	20.96
7	19.97	20.37	20.78	21.20	21.62
8	20.59	21.00	21.42	21.85	22.29
9	21.24	21.66	22.09	22.53	22.98
10	21.88	22.32	22.77	23.23	23.69
11	22.57	23.02	23.48	23.95	24.43
12	23.27	23.74	24.21	24.69	25.18

**CLASS: Recreational Activities Technician**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	17.24	17.58	17.93	18.29	18.66
2	17.76	18.12	18.48	18.85	19.23
3	18.32	18.69	19.06	19.44	19.83
4	18.89	19.27	19.66	20.05	20.45
5	19.50	19.89	20.29	20.70	21.11
6	20.07	20.47	20.88	21.30	21.73
7	20.71	21.12	21.54	21.97	22.41
8	21.36	21.79	22.23	22.67	23.12
9	22.02	22.46	22.91	23.37	23.84
10	22.68	23.13	23.59	24.06	24.54
11	23.41	23.88	24.36	24.85	25.35
12	24.12	24.60	25.09	25.59	26.10

**CLASS: Certified Aeronautics Maintenance Technician**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	21.24	21.66	22.09	22.53	22.98
2	21.88	22.32	22.77	23.23	23.69
3	22.57	23.02	23.48	23.95	24.43
4	23.27	23.74	24.21	24.69	25.18

**CLASS:       Aeronautics Maintenance Technician**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	15.72	16.03	16.35	16.68	17.01
2	16.18	16.50	16.83	17.17	17.51
3	16.70	17.03	17.37	17.72	18.07
4	17.27	17.62	17.97	18.33	18.70
5	17.88	18.24	18.60	18.97	19.35
6	18.42	18.79	19.17	19.55	19.94
7	19.04	19.42	19.81	20.21	20.61
8	19.68	20.07	20.47	20.88	21.30
9	20.35	20.76	21.18	21.60	22.03
10	20.47	20.88	21.30	21.73	22.16
11	21.07	21.49	21.92	22.36	22.81

**CLASSES:    Dental Hygienist  
                  Data Processing Technician**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	17.39	17.74	18.09	18.45	18.82
2	17.98	18.34	18.71	19.08	19.46
3	18.53	18.90	19.28	19.67	20.06
4	19.18	19.56	19.95	20.35	20.76
5	19.79	20.19	20.59	21.00	21.42
6	20.42	20.83	21.25	21.68	22.11
7	21.08	21.50	21.93	22.37	22.82
8	21.79	22.23	22.67	23.12	23.58
9	22.51	22.96	23.42	23.89	24.37
10	23.24	23.70	24.17	24.65	25.14
11	23.99	24.47	24.96	25.46	25.97
12	24.78	25.28	25.79	26.31	26.84

**CLASS: Test Bed Technician**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	19.87	20.27	20.68	21.09	21.51
2	20.47	20.88	21.30	21.73	22.16
3	21.07	21.49	21.92	22.36	22.81
4	21.71	22.14	22.58	23.03	23.49
5	22.36	22.81	23.27	23.74	24.21
6	23.02	23.48	23.95	24.43	24.92
7	23.73	24.20	24.68	25.17	25.67
8	24.43	24.92	25.42	25.93	26.45
9	25.16	25.66	26.17	26.69	27.22
10	25.92	26.44	26.97	27.51	28.06

**CLASS: Data Processing Technician, principal class**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	20.80	21.22	21.64	22.07	22.51
2	21.51	21.94	22.38	22.83	23.29
3	22.21	22.65	23.10	23.56	24.03
4	22.99	23.45	23.92	24.40	24.89
5	23.77	24.25	24.74	25.23	25.73
6	24.56	25.05	25.55	26.06	26.58
7	25.48	25.99	26.51	27.04	27.58
8	26.37	26.90	27.44	27.99	28.55
9	27.30	27.85	28.41	28.98	29.56

**CLASS: Interpreter**

Step	Rate until 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate as of 2009-04-01 (\$)
1	17.89	18.25	18.62	18.99	19.37
2	18.50	18.87	19.25	19.64	20.03
3	19.08	19.46	19.85	20.25	20.66
4	19.73	20.12	20.52	20.93	21.35
5	20.37	20.78	21.20	21.62	22.05
6	21.01	21.43	21.86	22.30	22.75
7	21.71	22.14	22.58	23.03	23.49
8	22.43	22.88	23.34	23.81	24.29
9	23.16	23.62	24.09	24.57	25.06
10	23.91	24.39	24.88	25.38	25.89
11	24.69	25.18	25.68	26.19	26.71
12	25.50	26.01	26.53	27.06	27.60

**CLASS: Office Agent, class II**

Step	Rate until 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate as of 2009-04-01 (\$)
1	14.47	14.76	15.06	15.36	15.67
2	14.82	15.12	15.42	15.73	16.04
3	15.16	15.46	15.77	16.09	16.41
4	15.52	15.83	16.15	16.47	16.80

**CLASS: Office Agent, class I**

Step	Rate until 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate as of 2009-04-01 (\$)
1	15.30	15.61	15.92	16.24	16.56
2	15.82	16.14	16.46	16.79	17.13
3	16.34	16.67	17.00	17.34	17.69
4	16.91	17.25	17.60	17.95	18.31
5	17.49	17.84	18.20	18.56	18.93



**CLASS: Office Agent, principal class**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	17.81	18.17	18.53	18.90	19.28
2	18.33	18.70	19.07	19.45	19.84
3	18.92	19.30	19.69	20.08	20.48
4	19.56	19.95	20.35	20.76	21.18
5	20.16	20.56	20.97	21.39	21.82
6	20.72	21.13	21.55	21.98	22.42

**CLASS: Sports and Swimming Leader**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	14.16	14.44	14.73	15.02	15.32

**CLASS: Laboratory Attendant**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	14.23	14.51	14.80	15.10	15.40
2	14.58	14.87	15.17	15.47	15.78
3	14.91	15.21	15.51	15.82	16.14
4	15.27	15.58	15.89	16.21	16.53
5	15.62	15.93	16.25	16.58	16.91

**CLASS: Office Assistant**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	14.68	14.97	15.27	15.58	15.89

**CLASS: Storekeeper, class II**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	14.23	14.51	14.80	15.10	15.40
2	14.58	14.87	15.17	15.47	15.78
3	14.91	15.21	15.51	15.82	16.14
4	15.27	15.58	15.89	16.21	16.53

**CLASS: Storekeeper, class I**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	15.51	15.82	16.14	16.46	16.79
2	16.05	16.37	16.70	17.03	17.37
3	16.59	16.92	17.26	17.61	17.96
4	17.13	17.47	17.82	18.18	18.54
5	17.70	18.05	18.41	18.78	19.16

**CLASS: Sports Activity Counsellor**

Step	Rate until 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate as of 2009-04-01 (\$)
1	15.32	15.63	15.94	16.26	16.59
2	15.77	16.09	16.41	16.74	17.07
3	16.24	16.56	16.89	17.23	17.57
4	16.74	17.07	17.41	17.76	18.12
5	17.22	17.56	17.91	18.27	18.64
6	17.74	18.09	18.45	18.82	19.20
7	18.29	18.66	19.03	19.41	19.80
8	18.83	19.21	19.59	19.98	20.38
9	19.38	19.77	20.17	20.57	20.98
10	19.98	20.38	20.79	21.21	21.63
11	20.57	20.98	21.40	21.83	22.27

**CLASS: Day Camp Counsellor**

Step	Rate until 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate as of 2009-04-01 (\$)
1	14.16	14.44	14.73	15.02	15.32

**CLASS: Offset Duplicator Operator**

Step	Rate until 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate as of 2009-04-01 (\$)
1	14.23	14.51	14.80	15.10	15.40
2	14.73	15.02	15.32	15.63	15.94
3	15.25	15.56	15.87	16.19	16.51
4	15.77	16.09	16.41	16.74	17.07
5	16.29	16.62	16.95	17.29	17.64
6	16.86	17.20	17.54	17.89	18.25
7	17.44	17.79	18.15	18.51	18.88

**CLASS: Offset Duplicator Operator, principal class**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	16.63	16.96	17.30	17.65	18.00
2	17.16	17.50	17.85	18.21	18.57
3	17.67	18.02	18.38	18.75	19.13
4	18.25	18.62	18.99	19.37	19.76
5	18.84	19.22	19.60	19.99	20.39

**CLASS: Data Processing Operator**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	15.81	16.13	16.45	16.78	17.12
2	16.37	16.70	17.03	17.37	17.72
3	16.97	17.31	17.66	18.01	18.37
4	17.62	17.97	18.33	18.70	19.07
5	18.26	18.63	19.00	19.38	19.77
6	18.93	19.31	19.70	20.09	20.49

**CLASS: Movie Projector Operator**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	18.48	18.85	19.23	19.61	20.00

**CLASS: Secretary, class II**

<b>Step</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	<b>until</b>	<b>2006-04-01</b>	<b>2007-04-01</b>	<b>2008-04-01</b>	<b>as of</b>
	<b>2006-03-31</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>2009-04-01</b>
	<b>(\$)</b>	<b>2007-03-31</b>	<b>2008-03-31</b>	<b>2009-03-31</b>	<b>(\$)</b>
		<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	
1	14.46	14.75	15.05	15.35	15.66
2	14.89	15.19	15.49	15.80	16.12
3	15.31	15.62	15.93	16.25	16.58
4	15.80	16.12	16.44	16.77	17.11
5	16.25	16.58	16.91	17.25	17.60
6	16.72	17.05	17.39	17.74	18.09

**CLASS: Secretary, class I**

<b>Step</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	<b>until</b>	<b>2006-04-01</b>	<b>2007-04-01</b>	<b>2008-04-01</b>	<b>as of</b>
	<b>2006-03-31</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>2009-04-01</b>
	<b>(\$)</b>	<b>2007-03-31</b>	<b>2008-03-31</b>	<b>2009-03-31</b>	<b>(\$)</b>
		<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	
1	16.77	17.11	17.45	17.80	18.16
2	17.27	17.62	17.97	18.33	18.70
3	17.82	18.18	18.54	18.91	19.29
4	18.37	18.74	19.11	19.49	19.88

**CLASS: Swimming Pool Supervisor**

<b>Step</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
	<b>until</b>	<b>2006-04-01</b>	<b>2007-04-01</b>	<b>2008-04-01</b>	<b>as of</b>
	<b>2006-03-31</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>2009-04-01</b>
	<b>(\$)</b>	<b>2007-03-31</b>	<b>2008-03-31</b>	<b>2009-03-31</b>	<b>(\$)</b>
		<b>(\$)</b>	<b>(\$)</b>	<b>(\$)</b>	
1	14.46	14.75	15.05	15.35	15.66
2	14.89	15.19	15.49	15.80	16.12
3	15.31	15.62	15.93	16.25	16.58
4	15.80	16.12	16.44	16.77	17.11
5	16.25	16.58	16.91	17.25	17.60
6	16.72	17.05	17.39	17.74	18.09

**RATES FOR THE ABOLISHED OR INTEGRATED EMPLOYMENT CLASSES**

The following employment classes no longer form part of the classification plan:

- Storekeeper, principal class
- Data processing Operator, principal class
- Executive Secretary

They are only maintained, with the pertinent evolving salary, for the employees who were demoted under the provisions of the collective agreement 1986-1988.

**CLASS: Storekeeper, principal class**

Step	Rate until 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate as of 2009-04-01 (\$)
1	17.67	18.02	18.38	18.75	19.13
2	18.31	18.68	19.05	19.43	19.82
3	18.92	19.30	19.69	20.08	20.48
4	19.56	19.95	20.35	20.76	21.18
5	20.17	20.57	20.98	21.40	21.83
6	20.85	21.27	21.70	22.13	22.57
7	21.55	21.98	22.42	22.87	23.33

**CLASS: Data Processing Operator, principal class**

Step	Rate until 2006-03-31 (\$)	Rate 2006-04-01 to 2007-03-31 (\$)	Rate 2007-04-01 to 2008-03-31 (\$)	Rate 2008-04-01 to 2009-03-31 (\$)	Rate as of 2009-04-01 (\$)
1	18.93	19.31	19.70	20.09	20.49
2	19.58	19.97	20.37	20.78	21.20
3	20.26	20.67	21.08	21.50	21.93
4	20.91	21.33	21.76	22.20	22.64
5	21.62	22.05	22.49	22.94	23.40
6	22.35	22.80	23.26	23.73	24.20
7	23.11	23.57	24.04	24.52	25.01

**CLASS: Executive Secretary**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	15.33	15.64	15.95	16.27	16.60
2	15.83	16.15	16.47	16.80	17.14
3	16.35	16.68	17.01	17.35	17.70
4	16.94	17.28	17.63	17.98	18.34
5	17.53	17.88	18.24	18.60	18.97

The following employment class is no longer part of the classification plan:

- Electronic Phototypesetter Operator

Upon the coming into force of the agreement, an employee who holds a position in this employment class shall retain his salary progression for as long as he holds this position.

**CLASS: Electronic Phototypesetter Operator**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	15.46	15.77	16.09	16.41	16.74
2	16.09	16.41	16.74	17.07	17.41
3	16.76	17.10	17.44	17.79	18.15
4	17.46	17.81	18.17	18.53	18.90
5	18.16	18.52	18.89	19.27	19.66
6	18.92	19.30	19.69	20.08	20.48

**APPENDIX "3"**

**SALARY RATES**

<b>Classes</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
Trades Helper	15.62	15.93	16.25	16.58	16.91
Domestic Helper	14.68	14.97	15.27	15.58	15.89
General Helper or Kitchen General Helper	14.81	15.11	15.41	15.72	16.03
Chief Electrician	21.07	21.49	21.92	22.36	22.81
Residence Caretaker	16.27	16.60	16.93	17.27	17.62
Light Vehicle Driver	15.27	15.58	15.89	16.21	16.53
Heavy Vehicle Driver	17.44	17.79	18.15	18.51	18.88
Cook. class I	18.96	19.34	19.73	20.12	20.52
Cook. class II	18.23	18.59	18.96	19.34	19.73
Cook. class III	16.50	16.83	17.17	17.51	17.86
Cabinetmaker	19.82	20.22	20.62	21.03	21.45
Electrician	19.82	20.22	20.62	21.03	21.45
Gardener	16.45	16.78	17.12	17.46	17.81
Labourer	14.91	15.21	15.51	15.82	16.14
Millwright	19.82	20.22	20.62	21.03	21.45
Carpenter	18.96	19.34	19.73	20.12	20.52
Certified Maintenance Worker	18.96	19.34	19.73	20.12	20.52
Painter	17.58	17.93	18.29	18.66	19.03
Pipe Mechanic	19.82	20.22	20.62	21.03	21.45



**CLASS: Stationary Engineer**

<b>Classes</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
I	22.77	23.23	23.69	24.16	24.64
II	21.70	22.13	22.57	23.02	23.48
III	21.70	22.13	22.57	23.02	23.48
IV	20.68	21.09	21.51	21.94	22.38
V	20.68	21.09	21.51	21.94	22.38
VI	20.68	21.09	21.51	21.94	22.38
VII	19.76	20.16	20.56	20.97	21.39
VIII	19.76	20.16	20.56	20.97	21.39
IX	19.76	20.16	20.56	20.97	21.39
X	18.86	19.24	19.62	20.01	20.41
XI	18.86	19.24	19.62	20.01	20.41
XII	18.86	19.24	19.62	20.01	20.41
XIII	17.94	18.30	18.67	19.04	19.42
XIV	17.53	17.88	18.24	18.60	18.97
XV	17.53	17.88	18.24	18.60	18.97
XVI	16.73	17.06	17.40	17.75	18.11
XVII	16.73	17.06	17.40	17.75	18.11
XVIII	16.33	16.66	16.99	17.33	17.68
XIX	16.33	16.66	16.99	17.33	17.68
XX <sup>1</sup>	15.62	15.93	16.25	16.58	16.91

<sup>1</sup> Reserved for mechanics helpers

**CLASS: Security Attendant**

<b>Step</b>	<b>Rate until 2006-03-31 (\$)</b>	<b>Rate 2006-04-01 to 2007-03-31 (\$)</b>	<b>Rate 2007-04-01 to 2008-03-31 (\$)</b>	<b>Rate 2008-04-01 to 2009-03-31 (\$)</b>	<b>Rate as of 2009-04-01 (\$)</b>
1	14.23	14.51	14.80	15.10	15.40
2	14.58	14.87	15.17	15.47	15.78
3	14.91	15.21	15.51	15.82	16.14
4	15.27	15.58	15.89	16.21	16.53
5	15.62	15.93	16.25	16.58	16.91

**APPENDIX "4"**

**SALARY RATES FOR THE STUDENT EMPLOYEE**

The salary rate of the student employee is determined in accordance with the employment class that includes his/her duties in conformity with the following list:

- CLASSES:**    **Dental Hygienist**  
                  **Interpreter**  
                  **Certified Aeronautics Maintenance Technician**  
                  **Administration Technician**  
                  **Graphic Arts Technician**  
                  **Audio-visual Technician**  
                  **Test Bed Technician**  
                  **Documentation Technician**  
                  **Electronics Technician**  
                  **Aeronautics Maintenance Technician**  
                  **Mechanical Production Technician**  
                  **Information Technician**  
                  **Data Processing Technician**  
                  **Data Processing Technician, principal class**  
                  **Recreational Activities Technician**  
                  **Building Engineer**  
                  **Social Work Technician**  
                  **Laboratory Technician**

<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
<b>until</b>	<b>2006-04-01</b>	<b>2007-04-01</b>	<b>2008-04-01</b>	<b>as of</b>
<b>2006-03-31</b>	<b>to</b>	<b>to</b>	<b>to</b>	<b>2009-04-01</b>
<b>\$</b>	<b>2007-03-31</b>	<b>2008-03-31</b>	<b>2009-03-31</b>	<b>\$</b>
15.10	15.40	15.71	16.02	16.34

**CLASSES:** Laboratory Attendant  
 Offset Duplicator Operator  
 Offset Duplicator Operator, principal class  
 Data Processing Operator  
 Movie Projector Operator

Rate until 2006-03-31 \$	Rate 2006-04-01 to 2007-03-31 \$	Rate 2007-04-01 to 2008-03-31 \$	Rate 2008-04-01 to 2009-03-31 \$	Rate as of 2009-04-01 \$
14.16	14.44	14.73	15.02	15.32

**CLASSES:** Office Agent, class II  
 Office Agent, class I  
 Office Agent, principal class  
 Sports and Swimming Leader  
 Office Assistant  
 Storekeeper, class II  
 Storekeeper, class I  
 Day Camp Counsellor  
 Secretary, class II  
 Secretary, class I  
 Swimming Pool Supervisor

Rate until 2006-03-31 \$	Rate 2006-04-01 to 2007-03-31 \$	Rate 2007-04-01 to 2008-03-31 \$	Rate 2008-04-01 to 2009-03-31 \$	Rate as of 2009-04-01 \$
14.16	14.44	14.73	15.02	15.32

**CLASS:** Sports Activity Councillor<sup>1</sup>

Rate until 2006-03-31 \$	Rate 2006-04-01 to 2007-03-31 \$	Rate 2007-04-01 to 2008-03-31 \$	Rate 2008-04-01 to 2009-03-31 \$	Rate as of 2009-04-01 \$
15.32	15.63	15.94	16.26	16.59

<sup>1</sup> The national parties agree that the salary rate of this employment class may not be used for reference purposes for determining the salary rate of an employment class of an equivalent value or of a similar nature.

**CLASSES:** Trades Helper  
 Domestic Helper  
 Kitchen General Helper  
 Chief-electrician  
 Residence Caretaker  
 Light Vehicles Driver  
 Heavy Vehicle Driver  
 Cook, class III  
 Cook, class II  
 Cook, class I  
 Cabinetmaker  
 Electrician  
 Gardener  
 Labourer  
 Stationary Engineer (classes I to XX)  
 Millwright  
 Carpenter  
 Certified Maintenance Workman  
 Painter  
 Security Attendant  
 Pipe mechanic

Rate	Rate	Rate	Rate	Rate
until	2006-04-01	2007-04-01	2008-04-01	as of
2006-03-31	to	to	to	2009-04-01
\$	\$	\$	\$	\$
14.58	14.87	15.17	15.47	15.78

**APPENDIX "5"**

**UNION APPLICATION FORM**

Union Application Form

(Complete in block letters)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel.: \_\_\_\_\_ Date of birth: \_\_\_\_\_

In accordance with section 3-1.00 (Union Security) of the collective agreement, I, the undersigned, request membership in:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I undertake to observe the statutes, regulations and decisions, as well as to pay the monthly contribution set by the Union.

Employee's signature: \_\_\_\_\_

Witness' signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX "6"**

**LIST OF ZONES APPLICABLE TO EACH COLLEGE OR INSTITUTION WITH  
RESPECT TO EMPLOYMENT PRIORITY AND EMPLOYMENT SECURITY**

<b>COLLEGES</b>	<b>OTHER COLLEGES WITHIN THE ZONE</b>
ABITIBI-TÉMISCAMINGUE	-
AHUNTSIC	St-Jérôme, Montmorency, Island of Montréal*, Lionel-Groulx, Édouard-Montpetit, Champlain (St-Lambert)
ALMA	Jonquière
ANDRÉ-LAURENDEAU	St-Jean-sur-Richelieu, Valleyfield, Island of Montréal*, Édouard-Montpetit, Champlain (St-Lambert), Montmorency, Lionel-Groulx
BAIE-COMEAU	-
BEAUCE-APPALACHES	-
BOIS-DE-BOULOGNE	St-Jérôme, Montmorency, Lionel-Groulx, Island of Montréal*, Édouard-Montpetit, Champlain (St-Lambert)
CÉGEP RÉGIONAL DE LANAUDIÈRE	-
CENTRE D'INFORMATIQUE DES CÉGEPs DU SAGUENAY- LAC-SAINT-JEAN	Jonquière, Chicoutimi
CHAMPLAIN (LENNOXVILLE)	Sherbrooke
CHAMPLAIN (ST-LAMBERT)	Island of Montréal*, Montmorency, Édouard-Montpetit, St-Hyacinthe, St-Jean-sur-Richelieu, Société d'informatique Bourgchemin
CHAMPLAIN (ST. LAWRENCE)	Québec area**
CHICOUTIMI	Jonquière, Centre d'informatique des cégeps du Saguenay-Lac-St-Jean
DAWSON	Island of Montréal*, St-Jean-sur-Richelieu, Champlain (St-Lambert), Montmorency, Édouard-Montpetit, Lionel-Groulx

DRUMMONDVILLE	-
ÉDOUARD-MONTPETIT	Island of Montréal*, Montmorency, St-Hyacinthe, Champlain (St-Lambert), St-Jean-sur-Richelieu, Société d'informatique Bourgchemin
F-X.-GARNEAU	Québec area**
GASPÉSIE ET DES ÎLES	-
GÉRALD-GODIN	Island of Montréal*, Montmorency, Champlain (Saint-Lambert), Édouard-Montpetit, Lionel-Groulx, Valleyfield
GRANBY	-
HERITAGE	Outaouais
JOHN ABBOTT	Valleyfield, Champlain (St-Lambert), Island of Montréal*, Édouard-Montpetit, Montmorency, Lionel-Groulx
JONQUIÈRE	Chicoutimi, Centre d'informatique des cégeps du Saguenay–Lac Saint-Jean, Alma
LA POCATIÈRE	-
LÉVIS-LAUZON	Québec area**
LIMOILOU	Québec area**
LIONEL-GROULX	Montmorency, St-Jérôme, Island of Montréal*
MAISONNEUVE	Island of Montréal*, Montmorency, Édouard-Montpetit, Lionel-Groulx, St-Jean-sur-Richelieu, Champlain (St-Lambert)
MARIE-VICTORIN	Island of Montréal*, Montmorency, Édouard-Montpetit, Lionel-Groulx, Champlain (St-Lambert)
MATANE	-
MONTMORENCY	Island of Montréal*, Lionel-Groulx, St-Jérôme, Édouard-Montpetit, Champlain (St-Lambert)
OUTAOUAIS	Heritage
RIMOUSKI	-



RIVIÈRE-DU-LOUP	-
ROSEMONT	Island of Montréal*, Champlain (St-Lambert), Lionel-Groulx, St-Jean-sur-Richelieu, Édouard-Montpetit, Montmorency
ST-FÉLICIEN	-
ST-HYACINTHE	Édouard-Montpetit, Champlain (St-Lambert), Société d'informatique Bourgchemin
ST-JEAN-SUR-RICHELIEU	Champlain (St-Lambert), Édouard-Montpetit, André-Laurendeau, Dawson, Rosemont, Vieux Montréal, Maison-neuve
ST-JÉRÔME	Lionel-Groulx, Montmorency, Bois-de-Boulogne, Ahuntsic, St-Laurent, Vanier
ST-LAURENT	Island of Montréal*, Montmorency, Champlain (St-Lambert), Édouard-Montpetit, St-Jérôme, Lionel-Groulx
STE-FOY	Québec area**
SEPT-ÎLES	-
SHAWINIGAN	Trois-Rivières
SHERBROOKE	Champlain (Lennoxville)
SOCIÉTÉ D'INFORMATIQUE BOURGCHEMIN	Édouard-Montpetit, Champlain (St-Lambert), St-Hyacinthe
SOREL-TRACY	-
THETFORD	-
TROIS-RIVIÈRES	Shawinigan
VALLEYFIELD	John Abbott, André-Laurendeau, Gérald-Godin
VANIER	Island of Montréal*, Lionel-Groulx, St-Jérôme, Édouard-Montpetit, Champlain (St-Lambert), Montmorency

VICTORIAVILLE

-

VIEUX MONTRÉAL

Island of Montréal\*, Champlain (St-Lambert), Lionel-Groulx, St-Jean-sur-Richelieu, Édouard-Montpetit, Montmorency

An INSTITUTION located fifty (50) kilometers or less from the College.

Zone of the college to which the institution is attached.

An INSTITUTION located more than fifty (50) kilometers from the College.

All the colleges or institutions located fifty (50) kilometers or less from the institution where the employee is working at the time of his layoff or placement on availability.

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\*Island of Montréal:

Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, Gérald-Godin, John Abbott, Maisonneuve, Marie-Victorin, Rosemont, St-Laurent, Vanier, Vieux Montréal Colleges

\*\*Québec area:

F.-X.-Garneau, Limoilou, Ste-Foy, Lévis-Lauzon, Champlain (St-Lawrence) Colleges

**APPENDIX "7"**

**GRIEVANCE FORM**

**GRIEVANCE NOTICE**

(without prejudice)

**SUPPORT PERSONNEL**

Union:  
\_\_\_\_\_  
\_\_\_\_\_  
(CSQ)

GRIEVANCE NO.: \_\_\_\_\_

Date grievance submitted to the employer: \_\_\_\_\_

Employee(s) concerned:  
 all the employees  
or \_\_\_\_\_  
 \_\_\_\_\_  
identification

Employer's name:  
\_\_\_\_\_  
Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Grievance type:  
. classification   
. interpretation

Article(s) in question:  
(as an indication)

Brief account of the grievance:

Nature of the claim:

Signature of the Union representative  
\_\_\_\_\_  
(Name) (title)

Signature of the employee:  
(if need be)  
\_\_\_\_\_

**APPENDIX "8"**

**TELEWORKING**

The CPNC and the FPSES on behalf of the Colleges support personnel unions (FPSES-CSQ) agree to form a national committee whose mandate shall be to study the problems concerning teleworking.

The work of this national committee shall begin within ninety (90) days following the signing of the collective agreement.

For the purpose of carrying out the mandate of the committee, the national union party shall benefit from the release of two (2) employees that are members of the FPSES for the meetings between the parties.

Such releases shall not exceed ten (10) days per year.

The meetings and the other terms and conditions of release shall be established within the framework of section 2-2.00.

## **APPENDIX "9"**

### **LETTER OF AGREEMENT CONCERNING THE IMPROVEMENT OF THE ARBITRATION SYSTEM**

Within ninety (90) days following the signing of the national agreements, the negotiating parties agree to form a committee composed of representatives of the CSQ and the FPSES on behalf of the colleges support personnel unions (FPSES-CSQ) and the CPNC.

The work of the committee is intended to improve the arbitration system's procedures taking into consideration the following elements, among others:

- preparatory sessions;
- regulations relating to the scheduling of hearings;
- accelerated arbitration procedures;
- representative case;
- order of priority of the grievances;
- annual reports from the first arbitrator of the arbitration board.

Within six (6) months of functioning, the committee shall provide the negotiating parties with its report and, if needed, the recommendations to maximise efficiency of the grievance arbitration procedures.

The meetings and the other terms and conditions of release shall be established within the framework of section 2-2.00.

## **APPENDIX "10"**

### **INTEGRATION OF NEW EMPLOYEES**

Beginning on the date of their first accreditation or on the date when a non-unionized employee is being covered by the collective agreement for the first time, the working conditions provided for in the agreement shall apply. However, for the employees holding jobs not covered by the classification plan, their salary shall be maintained until a new employment class is created.

Within thirty (30) days following the accreditation, the national parties shall agree on the date on which the information relating to employees covered by clause 4-1.01 shall be given to the Union.

Moreover, within sixty (60) days following the accreditation, the national parties shall hold discussions regarding the particular areas of the collective agreement that specifically apply to this new group of employees.

The meetings between the national parties shall be held according to the terms of section 2-2.00 of the collective agreement.

**APPENDIX "11"**

**EMPLOYMENT CLASS CATEGORIES FOR THE PURPOSE  
OF ASSIGNING THE EMPLOYEE ON AVAILABILITY**

**CATEGORY A:** Certified Aeronautics Maintenance Technician  
Dental Hygienist  
Graphic Arts Technician  
Audio-visual Technician  
Documentation Technician  
Electronics Technician  
Aeronautics Maintenance Technician  
Mechanical Production technician  
Data Processing Technician  
Data Processing Technician, principal class  
Recreational Activities Technician  
Building Engineer  
Social Work Technician  
Laboratory Technician  
Test Bed Technician  
Laboratory Attendant  
Electronic Phototypesetter Operator  
Offset Duplicator Operator  
Offset Duplicator Operator, principal class  
Data Processing Operator  
Movie Projector Operator

**CATEGORY B:** Office Agent, class II  
Office Agent, class I  
Office Agent, principal class  
Office Assistant  
Storekeeper, class II  
Storekeeper, class I  
Secretary, class II  
Secretary, class I  
Administration Technician  
Information Technician

**CATEGORY C:** Trades Helper  
Domestic Helper  
Kitchen General Helper  
Chief-electrician  
Residence Caretaker  
Light Vehicle Driver  
Heavy Vehicle Driver  
Cook, class III  
Cook, class II  
Cook, class I  
Cabinetmaker  
Electrician  
Gardener  
Labourer  
Stationary Engineer (classes I to XX)  
Maintenance Mechanic (Millwright)  
Carpenter  
Certified Maintenance Workman  
Painter  
Security Attendant  
Pipe mechanic

**CATEGORY D:** Sports Activity Counsellor  
Swimming Pool Supervisor  
Sports and Swimming Leader  
Day Camp Counsellor

**CATEGORY E:** Interpreter



## APPENDIX "12"

### APPENDIX RELATING TO THE WORKING CONDITIONS APPLICABLE TO THE INTERPRETERS EMPLOYED BY THE COLLÈGE DE SAINTE-FOY AND THE COLLÈGE DU VIEUX MONTRÉAL

1. The present appendix shall modify the provisions of the collective agreement when applicable to the interpreters covered by the certification issued to the Syndicat des interprètes du Collège de Sainte-Foy and to the Syndicat des interprètes professionnels du Cégep du Vieux Montréal.
2. Article 5-1.00 shall be modified by replacing clause 5-1.15 with the following:

#### **5-1.15 Replacement for a foreseeable period of one (1) semester or more or for a specific project**

When the College decides to fill a temporarily vacant position for a foreseeable period of one (1) semester or more or to hire an employee for a specific project, it may, subject to clause 5-6.03, proceed either:

- a) by a temporary assignment according to clause 5-2.09 thereby increasing the number of working hours for the regular part-time employee. However, in this case, the College cannot force the employee with the least seniority to take the position;

or

- b) by a posting of five (5) working days according to clause 5-1.07 and restricted to those persons referred to in items 1, 2 and 3 of the said clause with the exception of those employees who hold occasional or substitute jobs for one (1) semester or more. Interested persons must apply in writing on the last working day of the posting at the latest.

The College shall provide the Union, within two (2) days of the beginning of posting, with a list of the persons having filled occasional or substitute jobs for the equivalent of a hundred and thirty (130) days worked or paid for during the thirty (30) months preceding the beginning of posting, as well as the number of hours worked or paid during the reference period for each occasional or substitute employee.

Among the candidates, the College shall choose the person with the most seniority or with the most worked or paid time as an occasional or substitute employee during the thirty (30) months preceding the beginning of posting and who answers to the qualifications and conditions required by the position according to the following order of priority:

1. the regular employee (including the part-time employee willing to assume a full weekly workload, his work schedule permitting);
2. the employee laid off by the College and whose name is on the Placement Office's list;
3. the person who has been employed by the College as an occasional or substitute employee for the equivalent of a hundred and thirty (130) days worked or paid for during the thirty (30) months preceding the beginning of posting.

In cases where candidates have worked or been paid equal time, the College shall choose the employee having the most worked or paid time during the twenty-four (24) months preceding the reference period of thirty (30) months preceding the beginning of posting.

Notwithstanding the foregoing, when the College decides to hire an employee for a period of one (1) year or more for a specific project, it shall, subject to clause 5-6.03, post the position according to the provisions of paragraph b) of this clause.

If the College has not filled the vacant position in accordance with the order of priority referred to in subparagraphs 1., 2. and 3., it may proceed by the provisional assignment of a person from another category of personnel in the College, provided such a person meets the normal requirements of the position.

The application of this clause shall not be impeded by the fact that an employee may decide to terminate a release or a leave of absence by sending a notice under the terms of section 3-4.00, 5-10.00, 7-4.00 or 7-10.00.

For the purpose of applying the present clause, the parties may agree to proceed differently, by way of a local agreement.

3. Article 5-9.00 shall be replaced by the following:

**5-9.01**

The College may proceed with temporary layoffs for reasons of cyclical slowdowns or of seasonal suspension of activities.

A temporary layoff shall not be considered to be the elimination of a position, as defined in section 5-4.00.

**5-9.02**

After consulting the L.R.C., the College may proceed with temporary layoffs each year between May 15 and August 31. The duration of the temporary layoffs shall be predetermined and may vary from one employee to the other. The effective date of the layoff shall be made known to the employee at the time of distribution of working schedules.

The College may also proceed with temporary layoffs in periods other than that provided for in the above paragraph. Such layoffs shall be determined in advance and shall not be less than one (1) month's duration.

**5-9.03**

The College shall inform in writing each employee concerned of the date of the coming into force and of the duration of the temporary layoff.

**5-9.04**

During a temporary layoff, the employee continues to participate in the basic health insurance plan by paying his share of the premium prior to the beginning of his temporary layoff. He may also continue to participate in the other group insurance plans insofar as the master policies permit it and provided that he so informs the College and pays his share of the premium prior to the beginning of his temporary layoff.

**5-9.05**

The employee continues to accumulate seniority and to benefit from the payment of legal holidays according to clause 7-5.02 for the period during which he is temporarily laid off.

**5-9.06**

The temporary layoff of an employee shall not constitute a break of the employment bond. However, subject to clause 5-6.02, the period during which an employee is temporarily laid off shall not be counted for purposes of employment security.

**5-9.07**

The employee willing to do occasional work as an interpreter or other foreseeable replacement duties of more than two (2) weeks' duration during his temporary layoff, must so inform the College in writing prior to the beginning of his layoff. The College may then offer occasional work to these employees according to the order of priority and according to their qualifications and the College's requirements.

If the employee refuses such an offer, the College will have no obligation to offer any occasional work to this employee for the remainder of his temporary layoff.

**5-9.08**

Subject to the provisions of sections 5-4.00 and 5-6.00, the employee resumes his position at the end of his temporary layoff.

4. Article 6-6.00 shall be modified by adding the following clause 6-6.06:

**6-6.06 Split-shift premium**

The employee whose work schedule as set by the College exceeds eight and one half (8½) hours from the beginning to the end of his workday shall receive:

<b>Amount until 2006-03-31</b>	<b>Amount 2006-04-01 to 2007-03-31</b>	<b>Amount 2007-04-01 to 2008-03-31</b>	<b>Amount 2008-04-01 to 2009-03-31</b>	<b>Amount as of 2009-04-01</b>
<b>\$3.22/day</b>	<b>\$3.28/day</b>	<b>\$3.35/day</b>	<b>\$3.42/day</b>	<b>\$3.49/day</b>

5. Article 7-2.00 shall be replaced by the following:

**7-2.00 - Work Schedules**

**7-2.01**

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

**7-2.02**

The College sets or changes the work schedules. Once set, the work schedules are maintained for the entire semester. The College sets the work schedule for all vacant positions and newly created positions.

**7-2.03**

The College, in setting the work schedules, shall take into account the following provisions, when applicable:

- a) individual work schedules may only be set between the hours of 7:30 a.m. and 11:00 p.m.; individual work schedules vary from one day to the other;
- b) on a daily basis, no individual work schedules may exceed ten (10) hours of availability including a maximum of seven (7) hours as an interpreter in the classroom; exceptionally, an individual work schedule may require eleven (11) hours of availability;
- c) a weekly maximum of twenty-seven (27) hours of interpreting may be required of the full-time employee. However, on an annual basis, the College shall not require a weekly average exceeding twenty-four (24) hours of interpreting in the classroom. In order to establish this weekly average, the College shall only use the number of hours of classroom interpreting which are part of the schedule in effect on the 21<sup>st</sup> day of each semester.

In addition to the provisions of the preceding paragraph, a minimum of five (5) hours per regular workweek shall be reserved for interpretation-related activities as provided for in the Classification Plan;

- d) qualifications and requirements for services to be rendered to hearing-impaired students;

- e) the time spent travelling between teaching areas is included in the work schedule and is considered as work under the terms of section 7-1.01;
- f) subject to the provisions of Paragraph d) of the present clause and before offering any work to an occasional employee, the College shall raise to thirty-five (35) hours the regular weekly schedule of the part-time employee willing to take on a full workload. The same shall apply during the semester, when individual work schedules so allow;
- g) the date of the beginning of an employee's availability as well as the effective date of an employee's layoff, when applicable, shall be stated on the employee's work schedule.

**7-2.04**

The College may set split shifts for a maximum of two (2) days per week.

However, with the employee's consent, the College may set split shifts for more than two (2) days per week.

**7-2.05**

The College may modify the interpreter's individual schedule any time during the first twenty (20) school days of each semester.

After this time, an individual work schedule of thirty-five (35) hours shall be set for each full-time interpreter, including hours of interpreting and other related activities.

Subsequently, this work schedule may only be modified following an agreement between the employee and the College, except for modifications on an ad hoc basis.

**7-2.06**

Subject to other provisions of the present section, the employee shall carry out all interpreting duties required of him during the hours covered by the provisions of clause 7-2.05.

**7-2.07**

The parties may agree by local agreement:

- a) on procedures for calculating travelling time, and deducting this time from the normal workweek;
- b) on procedures for distributing of work schedules among the employees.

**7-2.08**

The parties may agree by local agreement to set up a program on the organization of work schedules.

The work schedules resulting from this program must, on an annual basis, respect the number of working hours per week provided for in clause 7-1.01.

The individual work schedule resulting from the implementation of this program shall become the regular working hours for the employee concerned.

6. The parties may agree by local agreement to modify this appendix, with the exception of the provisions regarding premiums.

**APPENDIX "13"**

**APPENDIX RELATING TO THE WORKING CONDITIONS APPLICABLE TO THE SWIMMING POOL SUPERVISORS, SPORTS AND SWIMMING LEADERS AND SPORTS ACTIVITY COUNSELLORS OF THE COLLÈGE ÉDOUARD-MONTPETIT SPORTS CENTRE**

This appendix shall modify some of the provisions of the collective agreement when applicable to the swimming pool supervisors, sports and swimming leaders and sports activity counsellors of the Collège Édouard-Montpetit Sports Centre.

The national parties agree on the following modifications:

1. Clause 1-1.21 shall be replaced by the following:

**1-1.21 – Part-time employee**

Employee whose average number of working hours per week on an annual basis is equal to or less than the number of hours provided for in clause 7-1.01. The duties may be carried out in more than one of the employment classes mentioned above. The salary is based on the number of hours worked in each of these employment classes.

2. Clause 6-6.02 shall be replaced by the following:

**6-6.02 – Evening Shift Premium**

An employee who works between 6 P.M. and midnight shall be entitled, for each hour actually worked, provided that the hours worked are not paid at the overtime rate, to the evening shift premium which rates according to the provisions of clause 6-6.01 are as follows:

<b>Rate until 2006-03-31</b>	<b>Rate 2006-04-01 to 2007-03-31</b>	<b>Rate 2007-04-01 to 2008-03-31</b>	<b>Rate 2008-04-01 to 2009-03-31</b>	<b>Rate as of 2009-04-01</b>
<b>\$0.60 / hour</b>	<b>\$0.61 / hour</b>	<b>\$0.62 / hour</b>	<b>\$0.63 / hour</b>	<b>\$0.64 / hour</b>

3. Article 7-2.00 shall be replaced by the following:

**7-2.01**

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

**7-2.02**

The College shall determine or change the working schedules. The schedule shall be established for at least one term.

During the term, the schedules may be modified for unusual reasons after consulting the employee concerned at least five (5) days in advance.

**7-2.03**

The College may not schedule split shifts without having first reached an agreement with the employee(s) concerned and the Union.

**7-2.04**

Subject to the qualifications and other requirements of the College, before offering any work hours to an occasional employee or student employee, the College shall raise to thirty-five (35) hours the week of the part-time employee covered by clause 1-1.21 who is willing to complete his regular workweek. The same shall apply during the semester, when individual work schedules so allow.

**7-2.05**

For the purpose of applying section 7-2.00, the terms shall correspond to those of the schedule of activities of the Sports Centre.

4. Article 7-9.00 (Apparel and Uniforms) shall be replaced by the following:

**Article 7-9.00 Apparel and Uniforms**

**7-9.01**

The College shall pay the employee referred to in clause 1-1.21 an annual allowance for the apparel and uniforms required for the performance of their duties. This allowance shall be set according to the following rates:

<b>Amount until 2006-03-31</b>	<b>Amount 2006-04-01 to 2007-03-31</b>	<b>Amount 2007-04-01 to 2008-03-31</b>	<b>Amount 2008-04-01 to 2009-03-31</b>	<b>Amount as of 2009-04-01</b>
<b>\$115 / year</b>	<b>\$117 / year</b>	<b>\$119 / year</b>	<b>\$121 / year</b>	<b>\$123 / year</b>

5. The parties may agree by local agreement to modify this appendix, with the exception of the provisions regarding premiums and quanta of working hours.



**APPENDIX "14"**

**OUTSIDE CONTRACTS**

The CPNC and the FPSES on behalf of the colleges support personnel unions (FPSES-CSQ) agree to form a national committee whose mandate shall be to study the problems concerning outside contracts and work carried out by people that are not covered by the certification.

The work of this national committee shall begin within ninety (90) days following the signing of the collective agreement. The committee may make recommendations to the national parties, if need be.

The meetings and the other terms and conditions of release shall be established within the framework of section 2-2.00.

## **APPENDIX "15"**

### **CREATION OF POSITIONS WITH TEMPORARY LAYOFFS IN SECTORS OTHER THAN THOSE PROVIDED FOR IN CLAUSE 5-9.02**

The College shall send to the Union, at the latest on May 15<sup>th</sup> of each year, the report on the use of the hours worked by the occasional employees, and this, by employment class and by service, for the period between May 1<sup>st</sup> of the preceding year until April 30<sup>th</sup> of the current year.

Within the framework of the L.R.C., the parties shall proceed, at the latest on June 1 of each year, to the identification of past and present needs with respect to tasks performed by occasional employees in view of the eventual creation of positions.

At the end of the process, the College determines the number of positions to be created, if any. The creation of these positions is carried out in accordance with the provisions of sections 5-1.00 and 5-2.00.

Within the framework of such process, the College may decide once a year to create positions with temporary layoffs in the sectors other than those provided for in clause 5-9.02. Outside the application of the process mentioned above, the College shall only create positions with temporary layoffs in sectors that are not provided for in clause 5-9.02 after having reached an agreement with the Union.

Moreover, existing positions (at the date of signing of the collective agreement) which become vacant may be converted into positions with temporary layoffs only after an agreement is reached with the Union.

All new positions thus created or converted with temporary layoffs are covered by section 5-9.00.

At all times the number of positions thus created or converted with temporary layoffs shall not exceed five percent (5%) of the number of full-time and part-time positions covered by the certification on the date of signing of the collective agreement. This percentage does not include the positions with temporary layoffs created by virtue of the agreements already reached between the parties.

**APPENDIX "16"**

**CLASSIFICATION PLAN<sup>1</sup> OF THE SUPPORT PERSONNEL OF THE GENERAL AND VOCATIONAL COLLEGES**

2000 edition and all subsequent amendments

List of employment classes included in the collective agreement of the Colleges support personnel (CSQ).

C-506	Office Agent, class I
C-505	Office Agent, class II
C-503	Office Agent, principal class
C-911	Trades Helper
C-902	Domestic Helper
C-903	Kitchen General Helper
C-432	Sports and Swimming Leader
C-701	Laboratory attendant
C-601	Office assistant
C-704	Chief electrician
C-905	Residence caretaker
C-925	Light Vehicle Driver
C-926	Heavy Vehicle Driver
C-917	Cook, class III
C-916	Cook, class II
C-915	Cook, class I
C-716	Cabinetmaker
C-702	Electrician
C-417	Dental Hygienist
C-421	Interpreter
C-907	Gardener
C-621	Storekeeper, class II
C-620	Storekeeper, class I
C-934	Labourer
C-719	Maintenance Mechanic (Millwright)
C-726 to 745	Stationary Engineer
C-707	Carpenter
C-431	Sports Activity Counsellor
C-430	Day Camp Counsellor
C-703	Offset Duplicator Operator

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<sup>1</sup> The text of the classification plan, a document issued by the national employer party, appears in a separate document.

C-700	Offset Duplicator Operator, principal class
C-755	Data Processing Operator
C-708	Certified Maintenance Worker
C-709	Painter
C-908	Security Attendant
C-718	Movie Projector Operator
C-604	Secretary, class II
C-606	Secretary, class I
C-753	Swimming Pool Supervisor
C-405	Administration Technician
C-409	Graphic Arts Technician
C-406	Audio-visual Technician
C-419	Test Bed Technician
C-840	Certified Aeronautics Maintenance Technician
C-830	Aeronautics Maintenance Technician
C-401	Documentation Technician
C-411	Electronics Technician
C-416	Mechanical Production technician
C-414	Information Technician
C-403	Data Processing Technician
C-402	Data Processing Technician, principal class
C-407	Recreational Activities Technician
C-413	Building Engineer
C-418	Social Work Technician
C-404	Laboratory Technician
C-706	Pipe Mechanic

**APPENDIX "17"**

**LETTER OF AGREEMENT REGARDING FAMILY RESPONSIBILITIES**

The union negotiating party CSQ, on the one part, and the Government of Quebec represented by the Treasury Board, on the other part, shall recognize with this letter of agreement the interdependent relationship between family and work. Under these terms, the parties shall promote the conciliation of family and work in the work structure.

To that effect, the parties shall encourage the sector-based, regional or local parties, as the case may be, to ensure a better conciliation between parental and family responsibilities and work responsibilities in the determination and application of working conditions.

**APPENDIX "18"**

**PARENTAL RIGHTS**

In the event of amendments to the QPIP, the Employment Insurance Act (1996, c. 23) or the Act respecting Labour Standards (R.S.Q., c. N-1.1) with regard to parental rights, it is agreed that the national parties shall meet to discuss the possible impact of these amendments on the current parental rights plan.

**APPENDIX "19"**

**LIST OF ORGANIZATIONS IN WHICH THE WORKING CONDITIONS OR SALARY STANDARDS AND RATES OF THEIR EMPLOYEES ARE DETERMINED OR APPROVED BY THE GOVERNMENT**

Agence des partenariats public-privé du Québec  
Agence métropolitaine de transport  
Autorité des marchés financiers  
Bibliothèque et Archives nationales du Québec  
Caisse de dépôt et placement du Québec  
Centres d'aide juridique  
Commission de la capitale nationale  
Commission de la construction du Québec  
Commission de reconnaissance des associations d'artistes et des associations de producteurs  
Commission des droits de la personne et des droits de la jeunesse  
Commission des services juridiques  
Conseil des arts et des lettres du Québec  
Conseil des services essentiels  
Corporation d'hébergement du Québec  
Corporation d'urgence-santé de la région de Montréal Métropolitain  
École nationale de police du Québec  
École nationale des pompiers du Québec  
Financement-Québec  
Fondation de la faune du Québec  
Fonds de la recherche en santé du Québec  
Fonds d'indemnisation du courtage immobilier  
Fonds québécois de la recherche sur la nature et les technologies  
Fonds québécois de la recherche sur la société et la culture  
Héma-Québec  
Institut national de la santé publique  
Investissement Québec  
Musée d'art contemporain de Montréal  
Musée de la civilisation  
Musée national des beaux-arts du Québec  
Office de la Sécurité du revenu des chasseurs et piégeurs cris  
Office Québec-Amériques pour la jeunesse  
Protecteur du citoyen  
Régie de l'énergie  
Régie des installations olympiques  
Société de développement des entreprises culturelles  
Société de la Place des Arts de Montréal  
Société de télédiffusion du Québec (Télé-Québec)  
Société des alcools du Québec  
Société des établissements de plein air du Québec

Société des loteries du Québec  
Société du Centre des congrès de Québec  
Société du Grand théâtre de Québec  
Société du Palais des congrès de Montréal  
Société du parc industriel et portuaire de Bécancour  
Société immobilière du Québec  
Société Innovatech de Régions Ressources  
Société Innovatech du 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 "20"**

### **LETTER OF INTENT RELATING TO RETIREMENT 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 (TPP) and to the Act respecting the Civil Service Superannuation Plan (CSSP) and the amendments prescribed in sections 2 and 5 to the Act respecting the pension plan of certain teachers (PPCT), where applicable.

Unless otherwise indicated, the amendments come into force on January 1, 2000.

#### **2. AMENDMENTS TO RREGOP, THE TPP, THE CSSP AND THE PPCT**

##### **2A. Definition of spouse**

The definition of spouse prescribed in RREGOP, the TPP, the CSSP and the PPCT is amended in order to recognize a common-law spouse 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 RREGOP, the TPP, the CSSP or the PPCT who is eligible for an actuarially reduced retirement pension when he or she retires may offset all or part of the actuarial reduction by paying the required amounts to CARRA.

The current actuarial principles used to calculate the amount of compensation must be amended so that the benefit creates neither actuarial surplus nor deficit in the pension plans.

The new principles and their terms and conditions of application are determined by the RREGOP Pension Committee representing employees who may be unionized. These principles come into force on January 1, 2001 and apply to a person whose retirement date is effective on or after that date.

**2C. Exemption from contributions**

The period giving a member entitlement to a contribution exemption under section 21 of RREGOP, section 18 of the TPP and section 60 of the CSSP is increased from two to three years within the limits of the tax rules. The pensionable salary recognized is the salary that the employee would have received had he or she remained at work, unless he or 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 is extended to three 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 24-month contribution exemption is presumed disabled for a third year for contribution exemption purposes, unless he or she resumes pension plan contributions when he or she returns to work, dies or retires before the expiry of that period.

This new provision applies to a disabled member 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 employees who may be unionized 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 or her pension plan if he or she elected to contribute in accordance with section 116 of the said Act.

### **3. OTHER AMENDMENTS TO RREGOP**

#### **3A. Contribution rate**

As of January 1, 1999, the rate of contribution to RREGOP has been set at 6.20%. As the reduced contribution rate could not be applied in 1999, the rate applicable in 2000 and 2001 is 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 on December 31, 1999.

Despite the contribution rate in effect on January 1, 1999, a member is not 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) are 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 is transferable to the spouse under the terms and conditions of the plan.

An amount of \$230 will be added to the life annuity for each of the years considered and is payable up to age 65.

The sum of these two benefits is 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 is 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 or her. The maximum amount of the revaluation payable is determined under Schedule 1.

The employee who has retired since January 1, 2000 must submit an application for redemption of service before December 31, 2000 if he or she wishes to redeem certain periods of service and have them taken into account. CARRA must take the necessary measures to inform all the RREGOP members who have retired since January 1, 2000 of the deadline in which to submit their application for redemption of service.

**3D. Indexation of retirement pensions**

For service accrued after December 31, 1999, the retirement pension is 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%);
- 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 or her retirement pension must take into account the best years of service for indexation calculation purposes.

**3E. Years of service credited for eligibility for retirement purposes**

The same service is credited for a member who holds a position at least one day in a calendar year as for a full-time member. This also applies to a person on a leave without salary, even if the leave runs from January 1 to December 31 of one 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 includes 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 are not revised to take into account any new service for eligibility purposes.

Service credited for eligibility for retirement purposes does not entail a change in the calculation of the average salary for pension calculation purposes.

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 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 employees who may be unionized**

The Pension Committee may determine the terms and conditions for the implementation of an agreement concluded between the parties, unless these terms and conditions are already prescribed in the agreement. The decisions must respect CARRA's budgetary envelope.

The Pension Committee may submit to the parties a recommendation designed to improve the implementation of 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 this case, the chairman may not cast a deciding vote.

**3H. Supplemental budget item**

A specific budget item is created to defray the costs generated by the hiring of resource personnel by the representatives of the members on the RREGOP Pension Committee representing employees who may be unionized to conduct ad hoc studies or mandates. The latter must draw up a list of activities the costs of which may be covered by this budget.

A maximum amount of \$150 000 per year is injected into the specific budget out of account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP). The unused surplus in one year may be deferred to the following year, but the specific budget must not exceed \$250 000 per year.

Representatives of the members on the RREGOP Audit Committee representing employees who may be unionized are mandated to oversee the application of the rules governing the granting of the amounts allocated and the use of the latter. 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 resource personnel hired by the latter to carry out ad hoc studies and mandates may participate in

the RREGOP institutional committees representing employees who may be unionized (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 CARRA**

The parties agree that the costs related to the requests for studies that they formulate jointly to CARRA be taken out of the latter's budget.

**4. OTHER AMENDMENTS TO THE TPP AND THE CSSP**

**4A. Contribution rate**

The TPP and the CSSP 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%);
- ◆ 50% of the rate of increase of the consumer price index.

The voting procedures are prescribed in Schedule 2 of this letter of intent.

If members elect to have their contribution rate reduced, the contribution formula in 2000 and in 2001 becomes:

**TPP**

- 5.48% up to that 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 that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- 5.48% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

### **CSSP**

- 4.65% up to that 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 that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- 4.65% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

As of January 1, 2002, the contribution formula in effect in the year 2002 and the following years is:

### **TPP**

- 6.33% up to that 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 that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- 6.33% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

### **CSSP**

- 5.50% up to that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act;
- 4.37% of that portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of the said Act;
- 5.50% of that portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the said Act.

If a member has more than 35 years of credited service, the indexation formula applicable to his or her retirement pension must take into account the best years of service for indexation calculation purposes.

#### **4B. Fiscal harmonization**

The TPP and the CSSP 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 TPP and the CSSP.

A supplemental benefits plan guaranteeing the TPP and CSSP 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 TPP and the CSSP**

The TPP and the CSSP are amended to enable members in those plans to have a paid training period recognized for retirement eligibility purposes.

Entitlement to redemption is subject to the same rules, conditions and terms as those prescribed under RREGOP. The accrued benefit is a pension credit equal to that accrued under RREGOP.

The terms and conditions for the implementation of this benefit are determined by the RREGOP Pension Committee representing employees who may be unionized. An employee who has retired since January 1, 2000 must file an application for redemption before December 31, 2000 if he or she wishes to avail himself or herself of this right. CARRA must take the necessary measures to inform those TPP or CSSP members who have retired since January 1, 2000 of the deadline for filing an application for redemption.

The revaluation prescribed in paragraph 3C applies to this benefit, with the necessary changes, and is funded by the government in its entirety.

**5. OTHER AMENDMENTS TO THE PPCT**

The amendments made to RREGOP, under paragraphs 3A, 3D and 3F, also apply to the PPCT members, including 3C, if pension credits are still payable under RREGOP.

**6. FINANCING OF CERTAIN AMENDMENTS TO RREGOP**

**6A. Revaluation prescribed in 3C of this letter of intent**

1- The additional benefits resulting from the years of service giving entitlement to revaluation (1.1% + \$230) are paid out of account 301 of Fund 01 (Employees' contribution fund for regular service under RREGOP). However, the government shall inject the necessary amounts into this fund to cover these additional benefits in excess of 680 million, in dollar value on January 1, 2000.

2- Within six 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 is determined on the basis of the principles defined for such actuarial valuation. This 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 the year 2000 and the following years is determined on January 1 of each year. Each actuarial value takes into account the formulas applicable to the years of service giving entitlement to a revaluation. These values are calculated during the calendar year following the year during which the additional benefits were accrued on the basis of the principles 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 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 dollars 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 dollars and the actuarial values are 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 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 applies.

- 6- The actuarial values are 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 (prescribed in 3B) and years for eligibility purposes (prescribed in 3E)**

- 1- A separate fund is 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 transferred service from the TPP/CSSP to RREGOP. The separate fund, within account 301 of Fund 01 at the CDPQ (Employees' contribution fund for regular service under RREGOP), is subject to the investment policy of the RREGOP Pension Committee representing employees who may be unionized.
- 2- Employees assume the value of the additional benefits accrued on December 31, 1999 in its entirety. This value is 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 has been set at 325 million dollars on January 1, 2000. This amount is transferred from account 301 of Fund 01 (Employees' contribution fund for regular service under 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 assumes the value of the additional benefits accrued as of January 1, 2000 in its entirety. The government injects 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 dollars.
- 4- By each injecting 325 million dollars into the separate fund, RREGOP members and the government 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 are 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 prescribed in paragraph 5 are made in equal portions, the following initial transfers (value on January 1, 2000) are 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 dollars;

- for regular service: a transfer from the separate fund to account 309 (Employer contributory fund) of 2/12 (7/12 - 5/12) of the value of the additional benefits ensuing from the regular service before July 1, 1982, namely 12.1 million dollars.

Each of the initial transfers bears 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 is made from the separate fund to account 301 and account 309 of Fund 01 (Employees' contribution fund for regular service under RREGOP). The amount transferred to each of these two funds is equal to half of the actuarial value of the difference for pensioners during the last three 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 is accrued at the rate of return generated by account 301 to the market value between the date of retirement of each of the pensioners of the last three years and the date of transfer of the fund.

The transfers must 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 dollars while those concerning the 2/12, before July 1982, were regulated by the initial transfer of 12.1 million dollars.

The actuarial value is determined on the basis of the principles 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 on 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 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 applies.
- 7- Where the total of the annual government contributions attains 325 million dollars (discounted value on January 1, 2000, according to the rates of return generated by account 301 at the market value), the government ceases to contribute to the separate fund. The balance of

the separate fund on that date is then transferred, in equal proportions, to account 301 and account 309 of Fund 01 (Employees' contribution fund for regular service under 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 RREGOP provisions.

## **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 reexamine 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 must analyze the amendments that must be made to the TPP, the CSSP and 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, 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 need be.

## **8. RETURN TO WORK BY PENSIONERS**

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized 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 RREGOP, the TPP and the CSSP so as to better inform members and pensioners as well as to facilitate the administration by CARRA and the employers;
- introduce, if possible, one or more measures designed to limit the return to work by 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 need be.

#### **9. NONDISCRIMINATION OF FRINGE BENEFITS**

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to set up an ad hoc committee composed of government and union representatives whose mandate is to make recommendations on the nondiscrimination of fringe benefits based on the recommendations of the ad hoc committee's report on the nondiscrimination of fringe benefits produced in April 1992.

Moreover, the parties agree that any amendment to the laws, where applicable, may not have the effect of increasing the cost of the plans.

#### **10. RIGHT OF REDEMPTION**

The parties shall mandate the RREGOP Pension Committee representing employees who may be unionized to review the terms and conditions of redemption such as the possibility of increasing rights, simplifying redemption rules, establishing reasonable rates, etc.

#### **11. AMENDMENTS TO PENSION PLANS**

Subject to the amendments prescribed herein, during the term of the agreement, no amendment to RREGOP, the TPP, the CSSP or the PPCT may make the provisions of the plan less favourable 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 so agree.

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 RREGOP.

## APPENDIX 1

### 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 is 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 is divided into two parts:

1- The first part is 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 is 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 are 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 is payable and 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<sub>RR</sub>: 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 a transfer in 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 or her pension benefits accrued under the pension credits without applying this revaluation.

### **D- Application of formulas**

The formulas are 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 RREGOP (paid-up annuity certificate).

These formulas are also applied to the period or periods of maternity leave credited under the fourth paragraph of section 221.1 of RREGOP as well as for the years of service credited for eligibility purposes, despite a transfer in a LIRA.

Moreover, the following elements must be taken into consideration:

- if the actuarial reduction is compensated in whole or in part, the compensation is not 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 6% per year for the period between that date and the pensioner's 65th birthday is applied. For the purposes of applying the formulas, the amount used is that indicated in the statement of contributions;
- in the case of years of service credited for eligibility purposes, regardless of a transfer in a LIRA, a value must be attributed to the pension credit payable as of a member's 65th birthday for the purposes of applying the formulas. The pension credit attributed corresponds to the actuarial value equivalent to the balance accrued in the participant's LIRA on the date of the integration of the SPP with 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 is calculated as follows:

$$\frac{((\text{balance of LIRA on date of integration}) \times (5))}{(\text{current value of an annual pension credit of \$10 payable monthly as of age 65 under Schedule V of the Act respecting the Government and Public Employees Retirement Plan according to the individual's age on the date of integration of the SPP with RREGOP})}$$

The same revaluation rates are applied to the value of the pension credit attributed as 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 credit for the period between the date of retirement and the pensioner's 65th birthday applies to the pension credit attributed for the purposes of applying the formulas.

Lastly, if a member decides to defer the payment of his or her pension credit, the formulas are applied as if it were payable as of the date of retirement.



## **APPENDIX 2**

### **VOTING PROCEDURES FOR THE TPP AND CSSP MEMBERS**

The negotiating parties shall mandate CARRA to hold a vote. On April 15, 2000, CARRA shall forward ballots to active TPP or CSSP members on January 1, 2000. 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 employees who may be unionized.

Ballots are numbered and differ in colour depending on whether an employee is a TPP or CSSP member. A pre-stamped return envelope in the same colour as the ballot will also be included.

A separate vote is held for each plan.

The unions, associations of management staff or departments of human resources shall inform the members as regards employees who may be unionized.

CARRA must refer an employee requesting information to his or her union, association of management staff or human resources department if the employee is not unionized.

Voting results must be made known before May 15, 2000.

CARRA shall inform the TPP and CSSP members of the voting results.

Note: In this appendix, the expressions "the negotiating parties" or "the parties": shall mean the government of Québec and the CSQ.

**APPENDIX "21"**

**CERTIFIED AERONAUTICS MAINTENANCE TECHNICIAN EMPLOYED BY  
COLLÈGE ÉDOUARD-MONTPETIT**

1. The certified aeronautics maintenance technician employed by Collège Édouard-Montpetit shall receive the following annual premium:

<b>Rate until 2006-03-31</b>	<b>Rate 2006-04-01 to 2007-03-31</b>	<b>Rate 2007-04-01 to 2008-03-31</b>	<b>Rate 2008-04-01 to 2009-03-31</b>	<b>Rate as of 2009-04-01</b>
<b>\$3 215 / year</b>	<b>\$3 279 / year</b>	<b>\$3 345 / year</b>	<b>\$3 412 / year</b>	<b>\$3 480 / year</b>

2. The premium shall be paid at the same time as the regular salary and under the same terms and conditions.

**APPENDIX "22"**

**ACT RESPECTING LABOUR STANDARDS**

The Government and the CSQ agree on setting up a work group with the mandate of harmonizing the collective agreement with the new provisions of the Act Respecting Labour Standards (R.S.Q., c. N-1.1).

## APPENDIX "23"

### TRANSITORY MEASURES

1. **Specific projects**

Unless the parties agree otherwise, a specific project in progress at the signing of the collective agreement shall be governed by the provisions of clause 1-1.25 b) of the 2000-2002 collective agreement.

2. **Funds allocated for local training and professional development**

Upon the signing of the collective agreement, the balance of the amounts allocated for training and professional development under clause 8-3.01 of prior collective agreements shall be reserved for training and professional development activities other than those related to technological change.

3. **Elimination of parity committee on insurance**

The parity committee on insurance provided for in the 2000-2002 agreement shall function until it is replaced by the Insurance Committee of the Centrale provided for in the agreement. The FPSES shall forward a notice to the CPNC informing it of the composition of the Insurance Committee of the Centrale and the date on which it will begin to function.

The parity committee shall cease to exist on the date set in the notice provided for in the preceding paragraph or no later than June 30, 2006.

4. **Parental rights**

The conditions of employment regarding parental rights in effect on December 31, 2005 shall continue to apply after January 1, 2006 to employees who are entitled to federal EI benefits on December 31, 2005.

5. **Arbitration expenses**

The provisions of clause 9-2.24 shall apply to grievances filed starting from February 1, 2006.

6. **Lists of arbitrators and mediator-arbitrators**

The national parties agree to modify the lists of arbitrators and to establish the list of mediator-arbitrators provided for in clause 9-2.09 no later than May 1, 2006.

**APPENDIX "24"**

**APPENDIX REGARDING THE APPLICATION OF THE AGREEMENT IN VIEW OF  
THE CHANGE OF UNION AFFILIATION AT VANIER COLLEGE**

The seniority of an employee on June 30, 2002 shall be the seniority acquired as of that date under the 2000-2002 collective agreement between the CPNC and the SCFP-FTQ (C-8).

As of July 1, 2002, subsequent accumulation of seniority by an employee shall be governed by the provisions of the 2000-2002 collective agreement between the CPNC and the FPSES-CSQ (C-7).

**APPENDIX "25"**

**APPENDIX RELATING TO THE WORKING CONDITIONS APPLICABLE TO THE SWIMMING POOL SUPERVISORS, SPORTS AND SWIMMING LEADERS AND SPORTS ACTIVITY COUNSELLORS OF THE COLLÈGE DE SHERBROOKE SPORTS CENTRE**

This appendix shall modify some of the provisions of the collective agreement when applicable to the swimming pool supervisors, sports and swimming leaders and sports activity counsellors of the Collège de Sherbrooke Sports Centre.

The national parties agree on the following modifications:

1. Clause 1-1.20 shall be replaced by the following:

**1-1.20 – Full-time employee**

Employee who works the number of hours provided for in clause 7-1.01 for his class or classes of employment. The duties may be carried out in more than one of the employment classes mentioned above. The salary is based on the number of hours worked in each of these employment classes.

2. Clause 1-1.21 shall be replaced by the following:

**1-1.21 – Part-time employee**

Employee whose average number of working hours per week on an annual basis is less than the number of hours provided for in clause 7-1.01 for his class of employment. If, in exceptional cases, this employee works the total number of hours provided for in clause 7-1.01 for his class of employment, he shall still retain the status of part-time employee. The duties may be carried out in more than one of the employment classes mentioned above. The salary is based on the number of hours worked in each of these employment classes.

3. Clause 4-1.09 shall be added as follows:

**4-1.09**

The College shall post, no later than May 15 of each year, the list, by field of activity, of hours worked or paid by occasional employees or students of the Sports Centre. The list will cover the period from May 1 of the previous year to April 30 of the current year.

The list shall be forwarded to the Union.

4. Article 5-1.00 shall be modified with the addition of clause 5-1.17 as follows:

**5-1.17 – Hiring of an employee not targeted in clause 1-1.24**

Before each semester at the Sports Centre, as of the beginning of the period of registration, the College shall post the offers of employment for a period of ten (10) working days.

A copy of the offers of employment shall be forwarded to the Union.

An employee may apply in writing for a position no later than the last working day of the posting.

The College shall choose the employee with the greatest number of hours worked or paid as an occasional employee or student during the twelve (12) months prior to the posting and whose qualifications satisfy the requirements of the activity. However, the College may withdraw the privilege provided for in this paragraph from an incumbent by giving its motives in writing, with a copy to the Union.

5. Clause 6-6.02 shall be replaced by the following:

**6-6.02 – Evening Shift Premium**

An employee who works between 8 P.M. and midnight shall be entitled, for each hour actually worked, provided that the hours worked are not paid at the overtime rate, to the evening shift premium which increased rates according to the provisions of clause 6-6.01 are as follows:

<b>Rate until 2006-03-31</b>	<b>Rate 2006-04-01 to 2007-03-31</b>	<b>Rate 2007-04-01 to 2008-03-31</b>	<b>Rate 2008-04-01 to 2009-03-31</b>	<b>Rate as of 2009-04-01</b>
<b>\$0.60 / hour</b>	<b>\$0.61 / hour</b>	<b>\$0.62 / hour</b>	<b>\$0.63 / hour</b>	<b>\$0.64 / hour</b>

6. Article 7-2.00 shall be replaced by the following:

**7-2.01**

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

**7-2.02**

The College shall determine or change the working schedules. The schedule shall be established for at least one semester.

During the semester, the schedules may be modified for unusual reasons after consulting the employee concerned at least seven (7) days in advance.

**7-2.03**

The College may not schedule split shifts without having first reached an agreement with the employee(s) concerned. If required, a copy of the agreement will be forwarded to the Union.

**7-2.04**

Subject to the qualifications and other requirements of the College, before offering any work hours to an occasional employee or student employee, the College shall raise to thirty-five (35) hours the week of the part-time employee who is willing to complete his regular workweek. The same shall apply during the semester, when the employee's work schedule so allows.

**7-2.05**

For the purpose of applying section 7-2.00, the terms shall correspond to those of the schedule of activities of the Sports Centre.

7. Article 7-9.00 shall be replaced by the following:

**Article 7-9.00 Apparel and Uniforms**

**7-9.01**

The College shall pay the employee referred to in clause 1-1.24 an annual allowance for the apparel and uniforms required for the performance of their duties. This allowance shall be set according to the following amounts:

<b>Amount until 2006-03-31</b>	<b>Amount 2006-04-01 to 2007-03-31</b>	<b>Amount 2007-04-01 to 2008-03-31</b>	<b>Amount 2008-04-01 to 2009-03-31</b>	<b>Amount as of 2009-04-01</b>
<b>\$115 / year</b>	<b>\$117 / year</b>	<b>\$119 / year</b>	<b>\$121 / year</b>	<b>\$123 / year</b>

8. The parties may agree by local agreement to modify this appendix, with the exception of the provisions regarding premiums.



**APPENDIX "26"**

**APPENDIX RELATING TO THE WORKING CONDITIONS APPLICABLE TO DAY  
CAMP COUNSELLORS WORKING AT THE COLLÈGE DE SHERBROOKE SPORTS  
CENTRE**

1. Subject to the provisions of this appendix, day camp counsellors at the Collège de Sherbrooke Sports Centre shall not be covered by the provisions of the agreement except for the following sections and appendices with the necessary changes:

- 1-1.00 - Definitions
- 1-2.00 - Objective of the Collective Agreement
- 2-1.00 - Recognition of Local Parties
- 2-2.00 - Recognition of National Parties
- 2-5.00 - Administrative Changes
- 2-6.00 - Non-Discrimination
- 2-7.00 - Sexual Harassment
- 2-8.00 - Violence and Psychological Harassment
- 3-1.00 - Union Security
- 3-2.00 - Union Dues
- 3-5.00 - Meeting and Posting
- 4-1.00 - Information
- 5-8.00 - Disciplinary Measures
- 6-7.00 - Remuneration
- 6-9.00 - Modes of Payment of Salary
- 6-10.00 - Amounts to be Collected
- 7-8.00 - Hygiene and Safety
- 7-11.00 - Civil Responsibility
- 7-12.00 - Expense Allowances
- 9-1.00 - Grievance Procedure
- 9-2.00 - Arbitration Procedure
- 9-3.00 - Other Procedures
- 9-4.00 - Classification Grievances and Mediation-Arbitration
- 10-1.00 - Publication
- 10-3.00 - Transmission of Written Notices
- 10-5.00 - Duration of the Collective Agreement
- Appendix "2" - Salary Scales
- Appendix "4" - Salary Rates for the Student Employee
- Appendix "5" - Union Application Form
- Appendix "7" - Grievance Form

2. The following working conditions shall also apply:

a) Seasonal day camp employee

Employee hired to fill one or more seasonal jobs as a day camp counsellor defined in the Classification plan for support personnel of general and vocational colleges for the day camp programs of the Collège de Sherbrooke Sports Centre.

b) Requirements for a day camp job

The basic requirements for a day camp job are as follows:

- a first-aid course
- basic training in group leadership

The candidate or the Union may contest the conditions required by the College other than the qualifications required in the class of employment in the classification plan; the College is responsible for proving that the conditions are pertinent and related to the job concerned.

c) Working hours

The number of regular working hours of the full-time employee is forty (40) hours per week and a maximum of ten (10) hours per day.

d) Work schedule

The College shall determine or change the work schedules.

The College cannot establish a split schedule without the prior consent of the employee concerned. In this case, a copy of the agreement shall be sent to the Union.

An employee's schedule and working time may vary from one week to another based on registrations.

The employee shall be entitled to an unpaid period of no less than one (1) hour and no more than two (2) hours for his meal.

The employee whose duties require uninterrupted availability on the work premises shall be entitled to a period of one-half (1/2) hour paid within his working hours for his meal.

e) Overtime

Subject to the payment of a supervision premium, any work required by the College and carried out by an employee beyond the forty (40) hours worked in the same week shall be considered as overtime.

Overtime shall be paid at a rate of one hundred and fifty percent (150%) of an employee's salary rate.

f) Supervision premium

An employee who acts as a supervisor after his regular workday or workweek shall receive, for each period of eight (8) hours of supervision, a premium equal to one (1) hour at the single rate.

An employee who acts as a supervisor at the College's request, during activities requiring a stay, shall receive a premium equal to two (2) hours at the single rate.

g) Compensatory allowances

An employee shall be entitled to eight percent (8%) of the gross salary earned for vacation purposes.

In addition, an employee shall be entitled to four percent (4%) of the gross salary earned for purposes of insurance, holidays and parental rights.

The allowances shall be paid at the same time as the salary earned.

h) List of time worked or paid

No later than October 15 of each year, the College shall post the list of time worked or paid of day camp counsellors of the Sports Centre for the period from October 1 of the previous year to September 30 of the current year.

The list shall be forwarded to the Union.

i) Engagement

Prior to each day camp session of the Sports Centre and as of the registration period, the College shall post job opportunities for a position of ten (10) working days.

For the purposes of applying this clause, sessions correspond to those on the activity calendar of the day camp of the Sports Centre.

A copy of the job opportunities shall be forwarded to the Union.

An employee may apply in writing no later than the last working day of the posting.

The College shall choose the employee with the most time worked or paid as an employee based on the provisions of clause h) above, provided that the employee meets the qualifications and requirements of the College. However, the College may withdraw such a benefit by giving him the reasons in writing, with a copy to the Union.

The College shall provide the employee hired with a copy of the agreement. Also, the employee must provide proof of his qualifications.

j) Union rights

Any employee may be absent from work, after having notified his immediate superior, to participate in any meeting of the L.R.C. to which he is convened.

Any employee assigned as a witness before an arbitrator or mediator-arbitrator may be absent from work after having notified the human resources department. The duration of the absence shall then be subject to the arbitrator's requirements.

An employee whose grievance is being heard before an arbitrator or mediator-arbitrator may be absent from work, after notifying the human resources department, to participate in the arbitration sessions.

The leaves prescribed in this paragraph shall be assumed by the Union. It shall reimburse the College according to the terms and conditions agreed.

k) Apparel and uniforms

Each year, the College shall provide two (2) t-shirts and one (1) cotton sweater to each employee.

3. The parties may agree, by means of a local agreement, to amend this appendix except for the provisions dealing with premiums and overtime quanta.

**APPENDIX "27"**

**UPDATING OF GRIEVANCES PRIOR TO THE AGREEMENT**

1. The national parties agree on the following provisions to update and settle grievances registered with the Records Office of the arbitration boards on the date of signing of the agreement.
2. Within thirty (30) days of the coming into force of the agreement, the national union party shall submit to the national employer party a list of the interpretation grievances and classification grievances that must be updated. The national parties shall agree on a definitive list in the following thirty (30) days.
3. The national parties shall each appoint, at their expense, one (1) person to carry out this process. This appointment shall be for a six (6) month period and shall begin the week following the determination of the definitive list provided for in the preceding clause. It may be extended by agreement between the national parties.
4. The representatives of the national parties shall review the grievances registered with the Records Office of the arbitration boards college by college and shall recommend to the parties any settlement of these grievances that they consider acceptable.
5. At the end of the process, the representatives of the national parties shall produce a list of unresolved grievances by college.
6. The unresolved grievances on the list and other grievances brought to arbitration according to the provisions of prior collective agreements shall be decided in accordance with the provisions of these agreements.
7. Notwithstanding clause 6. and except in cases where a grievance has already been referred to an arbitration board, these grievances shall be heard by an arbitrator whose name appears in paragraph a) or paragraph c) of clause 9-2.09 of the agreement, as applicable.

**APPENDIX "28"**

**INTEGRATION MECHANISMS IN CASE OF A MODIFICATION TO THE  
CLASSIFICATION PLAN FOR COLLEGE SUPPORT PERSONNEL, 2000 EDITION**

In the event of a modification to the classification plan, the national parties shall meet to agree on integration mechanisms, if necessary, for employment classes that are modified, created or eliminated.

**APPENDIX "29"**

**LETTER OF AGREEMENT CONCERNING THE IMPROVEMENT OF THE QUALITY  
OF THE TEXT OF THE COLLECTIVE AGREEMENT**

**(THIS APPENDIX DOES NOT APPLY TO THE ENGLISH TEXT.)**

