

**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)**

**BETWEEN**

**ON THE ONE PART:**

**LA FÉDÉRATION AUTONOME DU COLLÉGIAL (FAC)**

**AND,**

**ON THE OTHER PART:**

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

**ADMINISTRATIVE VERSION**

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

## P R E A M B L E

The Fédération des cégeps and the FAC agreed on the production of a single document comprising all the provincial and local provisions, namely:

- a) the entente concluded at the provincial level;
- b) as regards the following subjects: Seniority, grievances and arbitration, the Fédération des cégeps and the FAC subsequently made the recommendation contained in Appendix VIII-2 of this text to the local parties;
- c) similarly, as regards the following subjects: Department, Labour Relations Committee, engagement, disciplinary measures, leave without pay, half-time leave, occupational health and safety and payment of salary are preceded by the following preamble:

"The following provisions are part of a recommendation to the Fédération des cégeps and the FAC and are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), if agreed upon and signed by the parties."

- d) Lastly, the provisions related to other subjects under Schedule A are preceded by the following preamble:

"The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties."



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**CHAPTER 1-0.00 - INTERPRETATION AND DEFINITIONS**

**Article 1-1.00 - Interpretation**

**1-1.01**

The collective agreement consists of all clauses agreed upon between the provincial parties, clauses dealing with salaries and salary scales, clauses agreed upon between the parties and clauses subject to the application of section 59 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) and clauses subject to the application of the Act respecting conditions of employment in the public sector (S.Q. 2005, c. 43).

**Article 1-2.00 - Definitions**

The following terms shall mean:

**1-2.01 Seniority for the Purposes of Applying Job Security:**

The accumulated time in years and fraction thereof during which the professor has been employed in such a capacity by the College or by an institution that has replaced the College.

**1-2.02 Contract Year:**

The twelve-month (12-month) period stipulated in the individual work contract during which the professor is employed by the College.

**1-2.03 Teaching Year:**

The ten-month (10-month) period of availability, as defined by this collective agreement, within a contract year.

**1-2.04 Assignable Teaching Load:**

Any teaching load created according to the collective agreement or left vacant due to a professor's departure or leave of absence.

**1-2.05 College:**

The \_\_\_\_\_ General and Vocational College (CEGEP) established under the General and Vocational Colleges Act (R.S.Q., c. C-29) and having its head office at \_\_\_\_\_ .

**1-2.06 Spouse:**

Persons to which one or the other of the following conditions apply:

- a) who are married and cohabiting;
- b) who are of the opposite or the same sex, who are living in a de facto union and who are the parents of the same child;
- c) who are of the opposite or the same sex, living in a de facto union for at least one (1) year;
- d) who are in a civil union and cohabiting.

For the purposes of applying the basic health insurance plan, the definition shall be the one stipulated in the master insurance policies.

**1-2.07 Discipline:**

Field of knowledge as listed in Appendix 1 - 3.

**1-2.08 Provision:**

Article or clause, in whole or in part, included in the collective agreement.

**1-2.09 Dependent Child:**

A child of a professor, of his/her spouse or of both, including a child for whom adoption procedures have been undertaken, who is unmarried and living or domiciled in Canada, who depends on the professor for his/her support and is under eighteen (18) years of age; or who is twenty-five (25) years of age or less and is a duly registered full-time student attending a recognized educational institution; or who, whatever his/her age, has become totally disabled prior to his/her eighteenth (18<sup>th</sup>) birthday or his/her twenty-fifth (25<sup>th</sup>) birthday in the case of a child who was attending a recognized educational institution and has remained continuously disabled since that time.

For the purposes of applying the basic health-insurance plan, the definition shall be the one stipulated in the master insurance policies.

**1-2.10 Professor:**

Any person employed by the College for teaching purposes.

**1-2.11 Hourly Paid Professor:**

A professor hired with this specific title by the College, who must correct and supervise examinations and class work in the discipline being taught, in addition to teaching classes.

**1-2.12 Continuing Education Professor:**

Subject to the provisions of clause 8-7.09, an hourly paid professor employed by the College to teach courses published in the Cahiers de l'enseignement collégial, courses leading to an Attestation d'études collégiales (AEC) [Attestation of College Studies], courses included in a teaching module approved by the Minister, or any other up-grading activities whose number of units is determined by the Minister, or for courses offered to students enrolled in continuing education.

**1-2.13 Regular Professor:**

A professor employed by the College to teach in the regular program or to teach courses leading to a Diplôme d'études collégiales (DEC) [Diploma of College Studies] to students enrolled in continuing education.

With the exception of summer courses, a professor hired by the College to teach a group of students the majority of whom are students enrolled in a program leading to a Diplôme d'études collégiales (DEC) [Diploma of College Studies] shall also be considered a regular professor.

**1-2.14 Substitute Professor:**

A full-time professor whose annual teaching load at least partially consists of replacing one (1) or more professors on paid or unpaid leave.

**1-2.15 Full-time Professor:**

Subject to the provisions of clause 8-7.09, a regular professor hired with this specific title under a twelve (12) month contract for full-time teaching duties in accordance with the collective agreement. However, a regular professor hired for a full-time teaching load before October 1 shall have a full-time contract except for salary purposes. Moreover, a regular professor covered by the last paragraph of clause 5-1.03 A), by clause 5-1.03 B) or by the first paragraph of clause 5-1.03 C) shall hold a full-time contract.

**1-2.16 Part-time Professor:**

Subject to clause 1-2.14:

a) a regular professor hired with this specific title by the College under a contract for less than twelve (12) months, for a teaching load equal to that of a full-time professor, and who shall be available for these duties in accordance with clause 8-3.01, paragraph a);

or

b) a regular professor hired with this specific title by the College under a contract for twelve (12) months or less, for a teaching load less than that of a full-time professor, and who shall be available for these duties in accordance with clause 8-3.01, paragraph b).

**1-2.17 Relevant Experience:**

Any professional or industrial work experience directly related to the discipline taught.

**1-2.18 Fédération des cégeps:**

La Fédération des collèges d'enseignement général et professionnel.

**1-2.19 Government:**

The Government of Quebec.

**1-2.20 Working Days:**

From Monday to Friday inclusive, except for statutory holidays proclaimed by the civil authorities or set by the College during the contract year.

**1-2.21 Ministère:**

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

**1-2.22 Minister:**

The Minister of Education, Recreation and Sports.

**1-2.23 Employer Negotiating Party:**

The Comité patronal de négociation des collèges (CPNC), established in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

**1-2.24 Union Negotiating Party:**

La Fédération autonome du collégial (FAC).

**1-2.25 The Parties:**

The College and the Union.

**1-2.26 Available Position:**

A full-time teaching load to be filled during two (2) semesters:

- a) created as a result to the allocation provided for in article 8-5.00, or subsequently, due to fluctuations in classroom or program enrolment, as the case may be;

or

- b) left permanently vacant by the departure of the incumbent.

For any given teaching year, no available position may be created on or after October 1.

**1-2.27 Gross Salary for one (1) Working Day:**

The gross annual salary divided by two hundred and sixty (260).

**1-2.28 Salary:**

Remuneration in currency paid according to the standards and terms of the collective agreement.

**1-2.29 Stipulation:**

The provisions negotiated and agreed upon by the provincial parties.

**1-2.30 Union:**

The union certified to act on behalf of the professors.

## **CHAPTER 2-0.00 - JURISDICTION**

### **Article 2-1.00 - Scope of Application**

#### **2-1.01**

This collective agreement shall govern all professors who are salaried in accordance with the Labour Code, who are employed by the College and who are covered by the certificate of accreditation issued to the Union.

#### **2-1.02**

When one of the parties asks the Commission des relations du travail to rule on whether a salaried employee is part of the bargaining unit, the former status of this employee shall be maintained until the decision of the Commission is known.

#### **2-1.03**

Professors who teach courses other than the courses published in the Cahiers de l'enseignement collégial, other than the courses leading to a Diplôme d'études collégiales (DEC) [Diploma of College Studies], other than the courses leading to an Attestation d'études collégiales (AEC) [Attestation of College Studies], other than the courses included in a teaching module approved by the Minister, or other than the up-grading activities whose number of units is determined by the Minister, shall not be subject to the provisions of the collective agreement.

## **Article 2-2.00 - Recognition**

### **2-2.01**

La Fédération autonome du collégial (FAC), the Fédération des cégeps and the Minister have the authority to deal with any matter concerning the application and interpretation of the provisions of this collective agreement, as well as of any matter of common interest.

### **2-2.02**

Prior to consulting all the professors, the Minister or the Fédération des cégeps shall inform FAC at a meeting of the Provincial Professional Relations Committee (CNRP).

At such a meeting, one (1) copy of any document to be used in the aforementioned consultation shall be provided to FAC.

### **2-2.03**

The Minister shall make available to FAC, within a reasonable time prior to their adoption, any bill or regulation that is likely to modify the working conditions of CEGEP professors.

The exchange of information and positions on these matters shall take place within a time period sufficient to permit analysis of the projects; these time limits shall be set by the representatives of the Minister and of FAC.

### **2-2.04**

For the purposes of clause 2-2.01, the provincial parties shall create a Provincial Professional Relations Committee (CNRP) made up of representatives from FAC, the Ministry and the Fédération des cégeps.

### **2-2.05**

The CNRP shall meet at the request of FAC, the Ministère or the Fédération des cégeps within ten (10) working days of the request, and the minutes of the meeting shall be made available within ten (10) working days of the meeting.

### **2-2.06**

The CNRP's mandate shall be:

- a) to evaluate the impact that the development of the college network will have on teaching resources;
- b) to study projects the Minister may want to implement that may bring about changes in the working conditions of CEGEP professors;
- c) to analyze the turnover of teaching staff;
- d) to implement the mandates of the Comité consultatif national d'accès à l'égalité (CCNAE);



- e) to examine a surplus of professors in a college resulting from the application of clause 5-4.03;
- f) to distribute the amounts allocated under the terms of clause 7-1.02;
- g) to study the recommendations made in the 1996-1997 report of the presiding arbitrator and prepare suggestions likely to improve the efficiency of grievance arbitration procedures;
- h) to evaluate the allocation determined for each college under the terms of article 8-5.00;
- i) to carry out the operations for which it is responsible under the terms of clause 6-3.09;
- j) to study any problem of a pedagogical nature;
- k) to study the problems relating to student recruitment in certain technical programs;
- l) to review any situation relating to the application of Appendices III – 1, III - 4 and III – 5;
- m) to deal with complaints from professors who contest a college's refusal to recognize their master's degree for remuneration purposes, in accordance with Appendix VI-1.

Certain topics may be studied jointly with other union federations.

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**2-2.07**

For the purposes of negotiation, application and interpretation of the collective agreement, the College recognizes the Union as the exclusive representative of the professors covered by the certificate of accreditation.

**2-2.08**

The Union recognizes the right of the College to exercise its executive, administrative and management functions in a manner consistent with the provisions of the collective agreement.

**2-2.09**

Whenever the College forms a committee that includes professors, only the Union shall be authorized to appoint them, unless there are specific provisions to the contrary in the collective agreement.

**2-2.10**

The College shall inform the Union in advance of any consultation with professors that it intends to carry out or participate in.

**Article 2-3.00 - Non-Discrimination**

**2-3.01**

Neither the College nor the Union shall directly or indirectly exercise coercion, threats, discrimination or unjust distinctions against a professor because of his/her race, ethnic origin, nationality, age, marital status, social status, parental situation, family ties, beliefs, sex, sexual orientation, pregnancy, physical handicap, opinions, political activities, exercise of academic freedom, language, the exercise of any right granted to him/her or the fulfillment of any obligation imposed upon him/her by this collective agreement or by law.

## **Article 2-4.00 - Access to Equality**

### **2-4.01**

The parties agree on creating an Advisory Committee on Access to Equality. This Committee shall be made up of representatives from the College, from the Union and from every category of College personnel willing to participate. There shall not be more than one such committee in any College.

### **2-4.02**

This Committee shall have the following mandate:

- a) to study any problem concerning access to equality submitted by any of the parties on the Committee;
- b) to make any useful recommendations to the College;
- c) to prepare, if necessary, an access to equality program.

### **2-4.03**

Before preparing an access to equality program, the Committee shall undertake a diagnostic analysis, which shall include the following:

- a personnel analysis;
- an availability analysis; the analysis used shall be the last analysis produced by the provincial parties;
- an employment system analysis.

### **2-4.04**

Should the College decide to implement an access-to-equality program, it shall include:

- a) Corrective measures:
  - Equality of opportunity measures
  - Remedial measures
  - Support measures
- b) An implementation schedule.
- c) Control mechanisms for evaluating progress made or difficulties encountered.

### **2-4.05**

Any measure relating to an access to equality program that modifies any of these provisions shall be implemented only if agreement is reached between the provincial parties.

Any measure relating to an access to equality program that modifies any other provisions of the collective agreement shall be implemented only if agreement is reached between the parties.

**Article 2-5.00 - Sexual Harassment**

**The following provisions are part of a recommendation of the Fédération des cégeps and the FAC and are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), if agreed upon and signed by the parties.**

**2-5.01**

Sexual harassment is a form of discrimination based on sex and consists of unwanted or imposed sexual advances that may take the form of verbal or gestural solicitations.

**2-5.02**

The College and the Union acknowledge that sexual harassment is a reprehensible act and they shall strive to eliminate such practices in the workplace.

**2-5.03**

The parties agree to work together to prevent sexual harassment, particularly through the use of information and through making people aware of its existence, in accordance with methods to which they mutually agree.

**2-5.04**

At the Union's request, the College shall create a committee whose role is to make recommendations on any matter relating to sexual harassment. This committee may include professors, students, support personnel, professionals and management. The committee shall determine its own working methods and procedures.

## **CHAPTER 3-0.00 - UNION PREROGATIVES**

### **Article 3-1.00 - Union Activities**

#### **3-1.01**

The Union may appoint a professor employed by the College as a union representative, as well as a substitute, if necessary, to represent it in grievance cases. If these appointments are made, the College shall be so informed.

#### **3-1.02**

The Union may make these appointments for each pavilion or for each sub-centre referred to in Appendix I-5 or for each Centre d'études collégiales referred to in Appendices III-4, III-5 and III-6.

#### **3-1.03**

In the event that it is impossible for a professor's grievance to be discussed outside his/her hours of availability, he/she may be absent from work without loss of salary or reimbursement by the Union for the period during which his/her presence is required for this purpose.

#### **3-1.04**

A professor whose grievance is being heard by an arbitration tribunal may be absent from work after giving notice to the College, without loss of salary or reimbursement by the Union, in order to participate in the arbitration sessions.

#### **3-1.05**

Any professor called as a witness before an arbitration tribunal may be absent from work, after giving notice to the College, without loss of salary or reimbursement by the Union. The duration of his/her availability shall then be determined by the requirements of the arbitration tribunal.

#### **3-1.06**

Any professor who is a member of a committee provided for in the collective agreement and involving the provincial parties may be absent from work, without loss of salary or reimbursement by the Union, to participate in any meeting that is convened. The same provisions shall also apply to a professor who is summoned by such a committee.

#### **3-1.07**

Any professor may be absent in order to participate in official union activities, provincial or regional, provided that the request for such an absence is made in good time and that the absence will not seriously compromise his/her duties and the proper functioning of the college. This absence shall be without loss of salary but with reimbursement by the Union if it prevents him/her from participating in an activity stipulated in his/her work schedule.

**3-1.08**

All notices and requests regarding absence, leave or time off for Union activities provided for in this article shall be signed by the professor and approved by an authorized representative of the Union.

**3-1.09**

An authorization for absence may be denied:

- a) if, during the teaching year, the professor has already received authorization for absence, leave or time off for local, regional or provincial union activities totalling thirty (30) working days;
- b) if the request is for an absence of more than five (5) consecutive working days.

The provisions of a) and b) above shall not apply to members of the Executive Committee or the Intersyndical Council of FAC.

**3-1.10**

If a professor is elected to a position on the Executive Committee or the Intersyndical Council of FAC, the College, upon a request made for this purpose at least twenty-one (21) days in advance, shall grant a leave of absence to this professor, with his/her salary reimbursable by the Union. This leave shall automatically be renewable from year to year for the duration of his/her term of office.

The same provisions shall apply, unless otherwise agreed upon by the parties, with respect to a maximum of one (1) professor designated to fill a non-elected union position.

**3-1.11**

The members of FAC's Intersyndical Council shall obtain a paid leave, reimbursable by the Union, from their respective Colleges, for the duration of their term of office, provided these absences do not seriously compromise their teaching duties. This shall not apply to a member of FAC who is given full-time leave by his/her College.

**3-1.12**

When a professor on leave wishes to return to his/her position, he/she shall give the College twenty-one (21) days advance notice if his/her union position was an elected one. Moreover, in the case of a non-elected union position, the return to work shall coincide with the beginning of a semester.

If a professor ceases to exercise non-elected union duties and it is impossible for him/her to return immediately to his/her teaching position due to the conditions provided for in the preceding paragraph, this professor shall then be on unpaid leave starting from the date on which the College is officially notified of this situation by the organization for which the professor was granted leave. During this unpaid leave, the professor shall continue to be entitled to all the rights he/she had as a professor on union leave with pay.

In addition, and under the same conditions, in the case of a return to work provided for in this clause, the College shall grant an unpaid leave of up to one (1) year upon receiving a request presented at the time stipulated for submitting the return-to-work notice.

**3-1.13**

As regards the reimbursement of salary provided for in this article, the Union shall pay the College the gross salary of the professor who replaces the professor concerned for the period in question

**3-1.14**

The amounts owed by the Union to the College as salary reimbursement shall be paid within thirty (30) days of the forwarding to the Union of a detailed monthly statement indicating the names of the absent professors, the duration of their absences, the names of the professors who have replaced them and the amount to be paid.

**3-1.15**

A professor who is granted an absence, release time or a leave as provided for in this article shall retain all the rights provided for in the collective agreement, unless there are specific provisions to the contrary.

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**3-1.16**

In the event that it is impossible for a professor's grievance to be discussed outside his/her hours of availability, he/she may be absent from work without loss of salary or reimbursement by the Union for the period during which his/her presence is required for this purpose.

**3-1.17**

The Union representative who accompanies a professor when his/her grievance is presented or discussed may be absent from work after giving reasonable notice to the College, without loss of salary or reimbursement by the Union.

**3-1.18**

A professor whose grievance is being heard by an arbitration tribunal and an official representative of the Union may be absent from work after giving notice to the College, without loss of salary or reimbursement by the Union, in order to participate in the arbitration sessions.

**3-1.19**

Any professor called as a witness before an arbitration tribunal may be absent from work, after giving notice to the College, without loss of salary or reimbursement by the Union. The duration of his/her availability shall then be determined by the requirements of the arbitration tribunal.



**3-1.20**

Any member of the Union executive may be absent from work without loss of salary or reimbursement by the Union, to participate in a meeting with the College's representatives.

**3-1.21**

Any professor who is a member of a committee provided for in the collective agreement and involving the parties, or who is a member of a committee formed by the College, or any professor who is summoned by such a committee, may be absent from work without loss of salary or reimbursement by the Union, to participate in any meeting convened.

**3-1.22**

Any professor may be absent in order to participate in official Union activities, provided the request for such an absence is made in good time and that the absence will not seriously compromise his/her duties and the proper functioning of the college. Such an absence shall be without loss of salary but with reimbursement by the Union if it prevents him/her from participating in an activity stipulated in his/her work schedule.

**3-1.23**

All notices and requests regarding absence, leave or time off for Union activities provided for in this article shall be signed by the professor and approved by an authorized representative of the Union.

**3-1.24**

An authorization for absence may be denied:

- a) if, during the teaching year, the professor has already received authorization for absence, leave or time-off for local, regional or provincial union activities totalling thirty (30) working days;
- b) if the request is for an absence of more than five (5) consecutive working days.

The provisions of a) and b) shall not apply to a member of the Executive Committee or the Intersyndical Council of FAC.

**3-1.25**

At each College, the parties may agree upon leave for internal union activity. This leave shall be authorized on the basis of the number of professors allocated to the College, without reimbursement by the Union.

Without limiting the scope of the preceding paragraph, the minimum number of full-time equivalent professors released in this way shall be the following:

- One (1) professor for a college allocated one hundred (100) or more professors;
- 0.75 for a college allocated between fifty (50) and one hundred (100) professors;

- 0.50 for a college allocated fewer than fifty (50) professors.

**3-1.26**

As regards the reimbursement of salary provided for in this article, the Union shall pay the College the gross salary of the professor who replaces the professor concerned for the period in question.

**3-1.27**

The amounts owed by the Union to the College as salary reimbursement shall be paid within thirty (30) days of the forwarding to the Union of a detailed monthly statement indicating the names of the absent professors, the duration of their absences, the names of the professors who have replaced them and the amount to be paid.

**3-1.28**

A professor who is granted an absence, release time or a leave provided for in this article shall retain all the rights provided for in the collective agreement, unless there are specific provisions to the contrary.

**3-1.29**

The College shall grant to the members of the union executive a common period of at least one-half ( $\frac{1}{2}$ ) day per week free from any teaching assignments, provided the Union informs the College of the names of the professors concerned in sufficient time prior to the establishment of the course timetable.

**Article 3-2.00 - Union Rights**

**3-2.01**

The College shall provide adequate office space to the Union. The office facilities shall be determined by agreement between the College and the Union. In addition, the College shall assume responsibility for its general upkeep.

**3-2.02**

The Union may distribute any document to professors by delivering it to their offices, their common room or their mailboxes. The Union may use the internal mail service for distribution to the mailboxes.

**3-2.03**

The College shall allow the Union to use its usual Addressograph, photocopying, printing and audiovisual services, according to the operating standards for these services.

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**3-2.04**

The Union has the right to hold meetings for professors on College premises after giving proper advance notice. There shall be no charge for such use of the premises, unless specific additional expenses are involved.

**3-2.05**

The Union may post any notices, bulletins or documents that may be of interest to professors in one or more mutually acceptable places that are reserved exclusively for this purpose.

**3-2.06**

A professor may post notices, bulletins or documents that may be of interest to professors in one or more appropriate places determined by the College.

**3-2.07**

Whenever possible, three (3) consecutive class-free periods shall be scheduled to allow for meetings of professors.

**Article 3-3.00 - Union Dues**

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**3-3.01**

The College shall deduct an amount equal to the dues set by the Union from the salary of each professor covered by the collective agreement.

**3-3.02**

The amount of the union dues shall correspond to the rate or amount indicated to the College by written notice from the Union; this notice shall also indicate:

- a) the date of the first deduction, which may not be earlier than thirty (30) days after the College has received the above notice;
- b) the number of consecutive pay cheques over which the College must spread the dues.

**3-3.03**

The College shall forward a cheque payable at par value to the Union each month for the amount of union dues deducted at source from each salary payment. This cheque shall be remitted to the Union between the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) day of each month; it shall bear the monthly amount of dues collected for the preceding month and shall be accompanied by a detailed statement of dues. A copy of this statement shall be forwarded to FAC, on request.

The detailed statement shall indicate: the given names and surnames of professors; their social insurance numbers; their annual salaries; the salaries paid in each pay period, including any additional remuneration, if applicable; and the amount of each individual dues deduction. By agreement between the parties, this statement may also include other information.

**3-3.04**

When either of the parties asks the Labour Commissioner General to rule on whether a person should remain covered by the certificate of accreditation, the College shall continue to deduct union dues and to remit this money to the Union. Should this person not remain so covered, according to the decision rendered by the Labour Commissioner, the Union shall refund the money to that person.

## **CHAPTER 4-0.00 - WORK ORGANIZATION**

### **Article 4-1.00 - The Program Committee and the Department**

#### **4-1.01**

The College shall create a program committee for each program of studies leading to a DEC offered by the College.

#### **4-1.02**

The criteria for the creation of the Program Committee, as well as the program co-ordinator's responsibilities and term of office, shall be established by the College after consultation with the Academic Council. However, the professors teaching in a specific program of studies shall form the majority of professors sitting on that Program Committee.

#### **4-1.03**

The Program Committee shall have the following duties:

- 1) to define its internal rules of operation and to form such committees as are necessary;
- 2) to make recommendations to the College as to the names of persons who may be called upon to represent the Program Committee at outside activities on behalf of the College;
- 3) to make recommendations to the College that are likely to improve the quality of the program;
- 4) to analyse the material needs and resources required by the program;
- 5) to implement the program according to the regulations set out in the College Education Regulations (C-29, r. 5.1.1) and in relevant local provisions;
- 6) to set the standards to be used in the program synopsis, in accordance with the approved institutional framework;
- 7) to ensure the program's educational quality and harmonization, as well as the integration of course content;
- 8) to participate in the evaluation and review of the program, as well as in its development;
- 9) to submit an annual work plan for the College's approval;
- 10) to prepare an annual report.

**4-1.04**

The Program Committee shall designate a program co-ordinator. This person shall coordinate the activities of the Program Committee. Generally-speaking, the program co-ordinator is a professor and a member of the Program Committee. However, the College may, with cause, refuse to ratify the Program Committee's choice or may revoke a program coordinator's appointment.

**The following provisions are part of a recommendation of the Fédération des cégeps and the FAC and are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), if agreed upon and signed by the parties.**

**4-1.05**

A department shall consist of all the regular professors in one or more disciplines at a college or campus.

**4-1.06**

The criteria for the creation of departments and for setting their number shall be established by the college after consultation with the Academic Council.

**4-1.07**

A department shall have the following duties:

1. to define its internal rules of operation and to form such committees as are necessary;
2. to designate those professors who will be called upon to serve on the Hiring Committee in accordance with article 4-4.00;
3. to provide professional assistance to new professors;
4. to make recommendations to the College to improve the quality of teaching;
5. to analyze the human and material needs and resources of the department;
6. to provide for the designation of professors who are called upon to serve on committees of the Ministère de l'Éducation and to inform the College of these appointments;
7. to recommend means of interdisciplinary and interdepartmental relations to the College;
8. to recommend to the College, if necessary, any special conditions for admission of students within the framework of the general conditions established by the academic regulations;
9. to recommend to the College choices of complementary courses to be offered to students;

10. to define the objectives, apply the teaching methods and establish the evaluation techniques specific to each course for which it is responsible;
11. to give its opinion to the Professional Development Committee regarding professors' requests for professional development;
12. to recommend to the College a policy by means of which the college's region may benefit from the department's resources.

**4-1.08**

A department's professors, according to their own procedures, shall designate the departmental co-ordinator for the following teaching year no later than April 1. They may, if they so choose, designate other professors from the department to assume specific responsibilities. In this case, the department may allocate the leave provided for in clause 4-1.17 accordingly. The College shall then be informed of the names of the co-ordinator and the professors assuming specific responsibilities.

**4-1.09**

Should the professors fail to designate a departmental co-ordinator, the College shall assume direct responsibility for that position, and the provisions of clauses 8-5.04 and 4-1.17 shall not apply to that particular department. The College may, with cause, revoke the appointment of a departmental co-ordinator. The College may also revoke the appointment of a departmental co-ordinator at the department's request.

**4-1.10**

The departmental co-ordinator shall be a full-time, tenured professor who holds a teaching position and who, during his/her term of office, maintains a minimum teaching load.

However, provided it does not result in any additional allocation of teaching resources, this position may be assumed by a professor on availability or by a non-tenured professor.

Notwithstanding the previous paragraph, the assignment of a professor on availability may only be made if the professor accepts this professor's work activities that he/she is obligated to accept in accordance with the provisions on job security in article 5-4.00.

**4-1.11**

The term of office for a departmental co-ordinator shall be one (1) year and shall be renewable.

**4-1.12**

The departmental co-ordinator shall coordinate the activities of the department, as provided for in clause 4-1.07.

**4-1.13**

The departmental co-ordinator shall fulfill the administrative tasks involved in his/her position and manage the department's budget.

**4-1.14**

The departmental co-ordinator shall report to the College on the following departmental matters:

1. distributing pedagogical activities within the standards established by the collective agreement and by the College;
2. making sure that goals are defined, that teaching methods are applied and that evaluation techniques relevant to each course for which the department is responsible are established;
3. making sure that all courses for which the department is responsible are given and ensuring their quality and content;
4. preparing the department's budgetary estimates;
5. studying, establishing and maintaining appropriate relationships, if necessary, with institutions, organizations or companies, taking into consideration the means made available to it by the College;
6. forming a review committee of three (3) persons, including the professor concerned, empowered to modify the final marks of students, if necessary;
7. preparing the department's annual work plan as well as an annual report of its activities.

**4-1.15**

The co-ordinator shall forward to the College the department's annual work plan and annual report. The information contained in these documents may not be used for evaluating professors.

**4-1.16**

Hospitals or clinics shall be selected in conjunction with the department(s) concerned; the same applies to the organization of practicums.

**4-1.17**

- a) For the purposes of fulfilling this article and subject to the provisions of clause 8-5.07, the College shall release the full-time professor(s) obtained in accordance with cause 8-5.04 in order to assume the duties of departmental co-ordinator or program co-ordinator.



- b) The College shall allocate the reduction in workload resulting from the application of paragraph a) above after submitting the matter to the Labour Relations Committee (CRT). This reduction may vary from one department to another.

**Article 4-2.00 - Information**

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**4-2.01**

The College shall provide the Union with a list of professors, as well as a list of professional, support and administrative staff and a list of the members of the Board of Governors. The College shall provide FAC with a list of its professors.

The list shall give the following information for each professor:

- a) Surname and given name (identification of the campus or pavilion, if applicable)
- b) Date of birth
- c) Sex
- d) Citizenship
- e) Address
- f) Social insurance number
- g) Telephone number
- h) Official years of schooling and experience
- i) Seniority according to the official list, in accordance with the provisions of article 5-3.00
- j) Status (tenured, non-tenured, replacement)
- k) Professor's designation (full-time, part-time, hourly paid)
- l) Years of professional and industrial experience
- m) Salary and classification
- n) Where a professor is on leave, the nature and duration of that leave

The Union must receive the above list no later than twenty (20) working days after the beginning of the first (1<sup>st</sup>) semester. A copy of this list shall be simultaneously forwarded to FAC.

In the second semester and within the same time frame, the College shall only be required to send to the Union and FAC the corrections to the list that was supplied during the first semester.

The College shall inform the Union of all resignations and requests for retirement by professors as soon as it is informed of them.

**4-2.02**

The College shall provide the Union with two (2) copies of any document relating to the collective agreement, as well as any directive or document of a general nature concerning the professors. The College shall also post a copy of these same documents.

**4-2.03**

All directives relating to the interpretation of the collective agreement and sent by the College to a department shall be forwarded to the Union at the same time.

**4-2.04**

The College shall provide the Union with two (2) copies of any non-confidential document distributed to the members of commissions, councils and committees, or produced by these bodies, where the Union has designated, appointed or recommended members, as well as a copy of meeting notices, proposed agendas and minutes of the Board of Governors.

**4-2.05**

The College shall provide the Union with a copy of the complete list of regular students, as well as the list of continuing education students taking courses integrated into the regular student timetable and the courses in which they are enrolled, within thirty (30) working days of the beginning of each semester.

**4-2.06**

The College shall, without delay, provide the Union with a complete list of the members of all College committees and commissions in which professors participate. The College shall also supply a complete list of the members of all College committees and commissions whose mandate it is to define the general objectives of the College or of a given sector.

**4-2.07**

The Union shall provide the College with a list of the members of its executive committee or its equivalent administrative body.

The College shall also be informed of any new appointments.

**4-2.08**

By mutual agreement, the College may transmit to the Union and FAC any of the information referred to in this article by means of computer media.

### **Article 4-3.00 - Labour Relations Committee**

**The following provisions are part of a recommendation of the Fédération des cégeps and the FAC and are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), if agreed upon and signed by the parties.**

#### **4-3.01**

The Labour Relations Committee (CRT) is a standing committee which brings the parties together. It serves as a forum for discussion and resolution of matters concerning the application and interpretation of the collective agreement and concerning working conditions.

#### **4-3.02**

Within thirty (30) working days of the effective date of these provisions, each party shall appoint at least three (3) and at most seven (7) representatives and shall so inform the other party in writing.

In the event that one of the parties has to replace one or more of its representatives, it shall inform the other party of the names of these persons in writing.

#### **4-3.03**

Subject to the provisions of this article, the CRT shall operate autonomously.

#### **4-3.04**

The CRT shall meet at the request of either of the parties, and the College shall convene the meeting. For the purposes of this collective agreement, any valid session of the CRT shall constitute a meeting.

#### **4-3.05**

The CRT shall meet within five (5) working days of the reception of such a request. The party that requests a meeting of the CRT or that adds an item to the agenda shall provide the other party, if applicable, with the documentation it possesses and considers relevant, at the same time that it requests the meeting or adds an item to the agenda. A written notice of the meeting and the proposed agenda, including any item that either the College or the Union wants to add, shall be forwarded to the Union at least forty-eight (48) hours before this meeting. This agenda shall also be posted and brought to the attention of all professors within the same time frame, at the same time that it is forwarded to the Union.

#### **4-3.06**

If the College fails to send at least two (2) representatives to a meeting that has been duly convened, notwithstanding the matters on the agenda, it may not proceed.

If the Union fails to send at least two (2) representatives to a meeting that has been duly convened, this meeting shall be automatically postponed to the third (3<sup>rd</sup>) working day after the time (date and hour) stated in the original meeting notice. If the Union fails to

send at least two (2) representatives to this second meeting, the College may act upon any items on the agenda.

**4-3.07**

In the event that the parties do not reach an agreement on a subject appearing on the agenda, the College shall proceed, unless the CRT parties agree on adjourning to a date suitable to them. The College shall then have ten (10) working days from the meeting date to make its decision known to the Union and, if applicable, to the professor concerned. However, it may not do so before the fifth (5<sup>th</sup>) working day following the meeting, in order to allow suitable time for the College to re-evaluate its position and to allow the Union to make additional representations, without altering the time limits provided for in this article.

**4-3.08**

If an agreement cannot be reached following a CRT meeting, the College shall make its position known to the professor concerned at least two (2) working days before a final decision is made concerning him/her.

**4-3.09**

Under exceptional circumstances, such as decisions on general policy, the College shall have a longer time limit than that provided for in clause 4-3.07.

**4-3.10**

The College shall post any agreement or decision of collective interest, and bring the matter to the attention of all professors within five (5) working days of the agreement or decision, unless the parties agree to notify each professor individually.

**4-3.11**

A meeting of the CRT shall be valid if at least two (2) representatives of each party are present.

**4-3.12**

The minutes of a CRT meeting shall be adopted and signed by the parties no later than the following meeting. This may be done in whole or in part while the meeting is in session. The minutes need include only the "whereas" clauses, the resolutions and, if applicable, the agreements.

**4-3.13**

A professor whose case is discussed at the CRT shall be notified in advance in writing by the College. At his/her request, the professor shall be heard by the CRT. However, when the CRT examines the possibility of reducing the number of professors under the terms of paragraph a) of clause 4-3.14, the College shall not be required to notify each professor individually.

**4-3.14**

The College shall convene the CRT before making a decision concerning the following matters:

- a) measures concerning teaching transfers, agreements with other educational institutions and modifications to school structures; staff reductions, the total or partial closing of programs, the opening or the total or partial transfer of programs, regionalization, the introduction of institutional courses;
- b) the contractual implications resulting from the measures covered by paragraph a) of this clause;
- c) any modifications to working conditions resulting from changes in academic structures or from the use of new teaching methods or techniques;
- d) any exception to the exclusivity clause, as defined in clause 5-1.15;
- e) any request for unpaid leave not provided for in this collective agreement;
- f) the dismissal of a professor;
- g) the hiring of a regular professor, except in cases provided for by priorities 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 13 and 17 of clause 5-4.17 A);
- h) any disciplinary measure in accordance with article 5-18.00;
- i) any proposed teaching load assigned to a professor on availability, according to the first (1<sup>st</sup>) paragraph of clause 5-4.07 J);
- j) the determination of a policy on substitution;
- k) the setting of vacation periods for professors;
- l) any exchange between colleges within the meaning of article 5-10.00;
- m) any effect on working conditions resulting from a change in the number of departments;
- n) the contractual implications resulting from a leave of absence for purposes not covered by the collective agreement;
- o) the displacement of professor's vacation period under the provisions of clause 8-2.05.

**4-3.15**

The College shall convene the CRT regarding any dispute submitted to it by the Union or a professor with respect to:

- a) the duties and teaching load of a professor;
- b) transfers;
- c) assignment of professors from the College to adult education courses or to long-term replacement;
- d) evaluation of experience;
- e) reintegration of a professor;
- f) application of travel and accommodation expenses, as provided for in article 6-7.00;
- g) the contractual implications resulting from a disruption or interruption of normal College operations;
- h) an unfavourable remark or an incriminating entry placed in a professor's file;
- i) methods of repayment by a professor due to an error on his/her pay cheque;
- j) any effect on working conditions arising from matters discussed at the Academic Council (C.P.);
- k) application of moving expenses, as provided for in Appendix II-3;
- l) denial of job priority, as specified in clause 5-1.07.

**4-3.16**

Any grievance filed in accordance with clause 9-1.03 may be submitted to the CRT by the College or the Union. In such a case, the CRT shall consider the grievance immediately and attempt to reach an agreement in accordance with the provisions of this article.

**4-3.17**

An agreement reached under the terms of this article shall be binding on the College, the Union and the professor.

However, such an agreement may not have the effect of restricting the professor's rights, as provided for in the collective agreement, unless the professor is himself/herself party to the agreement.

**Article 4-4.00 - Selection of Regular Professors**

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**4-4.01**

Subject to the provisions of article 5-4.00, the College shall create a Hiring Committees with the responsibility of recommending to the College the hiring of candidate professors.

**4-4.02**

The Hiring Committee shall be composed of:

- a) three (3) professors chosen by the department, which may also designate alternates;
- b) two (2) persons chosen by the College.

**4-4.03**

All applications, as well as proof of qualifications and relevant work experience, shall be submitted to the Hiring Committee by the College.

**4-4.04**

The Committee shall make its recommendations to the College and so inform the department.

The Committee shall base its recommendations preponderantly on professional competence and pedagogical skills, subject to the provisions of article 2-4.00.

**4-4.05**

If the recommendation to hire a candidate is unanimous, the College shall be required to hire the recommended candidate. If it is not unanimous, the Committee shall inform the College of the reasons for the hiring recommendation(s) supported by the majority.

The College shall not hire a professor unless his/her hiring has been recommended by a majority of the Committee, subject to the provisions of the collective agreement concerning the order of hiring priorities, as defined in article 5-4.00.

**4-4.06**

Should the Committee fail to fulfill its duties, the College shall proceed with the hiring of professors.



**Article 4-5.00 - Academic Council**

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q. c. R-8.2), unless otherwise agreed upon by the parties.**

**4-5.01**

The Academic Council is a permanent body whose primary function is to make recommendations to the College that serve to maintain, improve or develop the College's academic life.

**4-5.02**

The Academic Council shall be consulted on the following specific questions, among others:

- a) Determination of the criteria for creating departments and establishing their number.
- b) Development and introduction of programs of instruction for students in the regular program, particularly the development of new options or specializations in relation to the needs of the setting and the resources available to the College.
- c) Policies concerning development, including:
  - 1. academic policies concerning the use of audiovisual and computer services;
  - 2. academic policies concerning the library and the purchasing and selection of materials;
  - 3. the standards and priorities for academic facilities and the furnishing and modification of teaching premises;
  - 4. policies concerning the organization of teaching;
  - 5. pedagogical experimentation and research projects.
- d) The academic calendar and the establishment of floating holidays.
- e) Teaching transfers, agreements with other educational institutions, changes to school structures, the closing or the total or partial transfer of programs, regionalization, and the introduction of institutional courses with a view to examining their educational impact.
- f) Policies concerning admission criteria, classification of students, setting of student quotas or selection of complementary courses offered to students.
- g) Policies concerning pedagogical research.

- h) Pedagogical projects with foreign countries.
- i) Course offerings.

**4-5.03**

The Academic Council shall be made up of the following persons:

- a) representatives appointed by the College, including the academic dean;
- b) representatives of the professors appointed by the Union;
- c) if they so desire, representatives of professional staff, support staff and students.

If there is no agreement concerning the number of representatives comprising the Academic Council, it shall be made up of seventeen (17) representatives, nine (9) of whom shall be appointed by the professors' Union.

During the time period provided for in clause 4-5.12, the composition of the Academic Council in existence at the College when these provisions come into force shall be maintained (except if the parties agree otherwise) and the Academic Council shall perform the duties provided for in these provisions.

**4-5.04**

Appointment of the representatives of the various groups to the Academic Council shall normally take place at the end of the teaching year.

**4-5.05**

The term of office of the members of the Academic Council shall normally be one (1) year and shall be renewable.

**4-5.06**

Occasionally and for specific purposes, the Academic Council may consult with and invite to its meetings any persons whose opinions it considers useful.

**4-5.07**

A quorum shall consist of half the members plus one (1); if this quorum is not reached at any meeting, the members present at the following meeting shall then constitute the quorum for that meeting.

**4-5.08**

The Academic Council shall operate autonomously. It may create committees and task forces that it deems useful and it shall determine their mandate.

**4-5.09**

The Academic Council shall be convened by the College either at its own request or at the request of five (5) members of the Academic Council.

**4-5.10**

Written notice of regular meetings and the proposed agenda shall be sent to the members at least five (5) working days before the date the meeting is to be held; in the case of special meetings, the agenda and the meeting notice shall be sent to the members at least twenty-four (24) hours before the date the meeting is to be held. The College or the members who request a meeting of the Academic Council or who add an item to the agenda shall supply the documentation they possess and consider relevant, if applicable, at the same time as they request the meeting or add an item to the agenda. The College shall then send this documentation to the members at the same time that it sends the agenda.

The agenda for a meeting of the Academic Council shall be posted at the same time as it is sent to the members.

**4-5.11**

A copy of the minutes of each meeting of the Academic Council shall be forwarded by the College to each member of the Academic Council and to each department within ten (10) working days after the meeting.

**4-5.12**

Within forty-five (45) working days of the signing of these provisions, the College shall ask the groups covered by clause 4-5.03 to appoint their representatives to the Academic Council and shall convene the first meeting of the Academic Council.

**4-5.13**

The chair or secretary of the Academic Council shall represent it on the College's Board of Governors. He/she may also be accompanied by another representative of the Academic Council, if he/she so chooses.

If the College refuses to adopt a recommendation of the Academic Council, it shall provide the Council with the reasons for its decision, in writing.

**4-5.14**

Each year, at a time determined by the College, the Academic council shall submit a report on its activities to the College. The College shall send a copy of this report to each of the groups that have appointed representatives to the Academic Council.

**4-5.15**

Before the end of the teaching year, the Academic Council shall submit its work plan for the following teaching year to the College.

**4-5.16**

If the Academic Council fails to perform its duties and assume its obligations within a reasonable time, the College shall proceed on its own initiative.

**CHAPTER 5-0.00 - EMPLOYMENT AND BENEFITS**

**Article 5-1.00 - Hiring**

**5-1.01**

Subject to job security measures and provisions, a tenured professor's appointment shall be renewed automatically from year to year.

**5-1.02**

The appointment of a non-tenured full-time professor, part-time professor or hourly paid professor shall end automatically, without any prior notice or measures, on the date his/her contract expires.

**5-1.03**

A) In cases where a zero point five (0.50) annual workload is likely to be assumed by one professor in the same semester, the College shall hire a professor with a contract for a full sessional load and shall pay him/her one half of an annual salary.

This professor's workload shall be calculated by means of Appendix I-1. Should the workload exceed forty-four (44) units, the additional load shall be remunerated in the following way:

$$\begin{array}{l} \text{Number of teaching periods} \\ \text{remunerated as an additional load} \end{array} = \frac{(CI - 44)}{3} \times 15$$

If, after receiving this additional remuneration, the professor can be considered to have a full teaching load, he/she shall be paid a full yearly salary, subject to the provisions of clause 8-6.01 d).

A part-time professor hired on contract for a full sessional load during the fall semester who, during the same contract year, signs another contract for a full sessional load during the winter semester, shall become a full-time professor.

B) A professor hired for part-time duties whose annual individual workload as defined in clause 8-6.01 reaches eighty (80) units during one contract year shall become a full-time professor.

C) A part-time professor with a teaching load of sixty (60) units or more in the regular program who, by exercising his/her priorities in continuing education or in summer school, arrives at a teaching load of eighty (80) units when his/her teaching load is calculated in CI units shall become a full-time professor.

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

**5-1.04**

Subject to the provisions of article 5-4.00 concerning the assignment of professors who have not been relocated, the College shall not require a professor to teach a discipline other than that stipulated in his/her contract.

**5-1.05**

For the purposes of local application of article 8-5.00 and clauses 5-1.04, 5-3.04, 5-4.04, 5-4.05 and 5-4.06 of the collective agreement, the disciplines listed in Appendix I-3 may be subdivided or regrouped to take into account the particular specializations of a college, in accordance with the provisions of Appendix I-4.

However, professors shall be entered on the Placement Office lists in accordance with the list in Appendix I-3, and the job security provisions shall then apply accordingly.

**5-1.06**

A tenured professor may resign, effective the following teaching year, by giving written notice to the College no later than April 1.

After the above date, this professor may not resign without the consent of the College. The College shall not withhold its consent without reasonable cause. In the event of arbitration, the board has the power to rule on the merits of the grievance and the parties' respective reasons, taking into consideration the circumstances; it may also award compensation to the wronged party. A professor who gives such notice shall remain employed by the College and shall receive his/her salary until the date of his/her departure.

**5-1.07**

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

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

**5-1.08**

The denial of employment priority under the provisions of clauses 5-4.17, 8-7.04 and 8-8.01 to a non-tenured professor having accumulated at the College less than three (3) years' seniority for purposes of applying and interpreting article 5-4.00 shall not be subject to grievance.

The denial of employment priority under the provisions of clauses 5-4.17, 8-7.04 and 8-8.01 to a non-tenured professor having accumulated at the College three (3) years' seniority or more for purposes of applying and interpreting article 5-4.00 or to a professor who has had a full-time teaching load at the College for two (2) years within a four (4) year period shall be subject to grievance.

In the event of a grievance under the terms of this clause, it shall be up to the College to establish that its decision to deny the employment priority is well-founded.

**5-1.09**

The professor covered by clause 1-2.14 shall be notified in writing of his/her status as a replacement at the time that his/her application is accepted.

**5-1.10**

- a) When any assignable teaching load exists in the College, the professors shall be so informed by means of notices posted in the various pavilions of the College on bulletin boards provided for this purpose. This notice shall contain no less than the nature of the duties, the discipline concerned and the normal requirements. A copy of this notice shall be sent to the Union at the same time.

Within ten (10) days of the notice's posting, a professor may apply for the job by making written application to the College.

- b) When the College must fill duties left vacant by the departure, leave, absence or release of a professor, it shall proceed in the following manner:

If the projected absence is equal to or less than fifteen (15) working days, the selection of the professor required to assume this workload shall be made according to the College's policy on substitute teaching. Unless a professor on availability assumes this teaching load, the person or persons hired to do so shall be paid as hourly paid professors and shall enjoy all rights and benefits provided to hourly paid professors under the collective agreement.

If the projected absence is more than fifteen (15) working days in duration, the duties shall be fulfilled as provided for under the collective agreement. However, if the date on which the duties are to begin prevents the College from respecting the posting period described in paragraph a) above, the posting period shall be reduced to five (5) days.

During the posting period, the selection of a professor required to assume temporary substitute duties shall be made according to the College's policy on substitute teaching. Unless a professor on availability assumes this teaching load, the person or persons hired to do so shall be paid as hourly paid professors and shall be entitled to all the rights and benefits provided to hourly paid professors under the collective agreement.

**5-1.11**

A non-tenured professor from the College who wishes to make use of the hiring priorities provided for in paragraphs 8, 10, 11, 13, 14 and 17 of paragraph A) of clause 5-4.17 and in paragraphs 4, 5, 7 and 9 of paragraph B) of clause 5-14.17 shall make his/her intentions known by means of a general offer of service.

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

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

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

#### **5-1.12**

Unless there are recruitment difficulties and subject to difficulties of a pedagogical nature related to the nature of the subjects taught and confirmed by previous college practices with regard to particular programs, a full-time professor shall not be entitled to an additional teaching load.

Multiple employment, at the College or elsewhere, shall be verified by means of a personal declaration made on a form provided for in Appendix II-6.

In cases where the applications submitted and judged to be satisfactory are alike in every respect, the college shall choose the candidate already in its employ.

#### **5-1.13**

The College may provide a professor with severance pay in return for his/her resignation.

**The following provisions are part of a recommendation of the Fédération des cégeps and the FAC and are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2) if they are agreed upon and signed by the parties.**

#### **5-1.14**

A professor shall be hired by means of a written contract on a form similar to the one shown in Appendix VIII-2. An unabridged copy of the signed contract shall be forwarded immediately to the Union.

In the event that a part-time professor becomes a full-time professor under the terms of clause 5-1.03, the College shall have him/her sign a full-time contract, which shall cancel and replace the previously signed contract(s). The new contract shall specifically indicate that the professor has become a full-time professor under the terms of clause 5-1.03.

#### **5-1.15**

Professors shall undertake to work solely for the College during their hours of availability. After submitting the matter to the Labour Relations Committee, the College may allow a professor to accept paid work other than his/her teaching duties at the College during the said hours. In such a case, he/she must receive written authorization.

**5-1.16**

Subject to the provisions of article 5-4.00, the College shall hire full-time professors to fulfill regular teaching duties. However, due to recruitment difficulties or in order to fill positions having less than a full-time workload, the College may hire part-time professors after submitting the matter to the Labour Relations Committee. However, barring recruitment difficulties and other problems of a pedagogical nature related to the nature of the subjects taught and confirmed by previous College practices with regard to particular programs, the hiring of hourly paid professors must be agreed upon by the parties.

**5-1.17**

The College shall give a copy of the collective agreement to each new professor before his/her hiring contract is signed, failing which this contract may be declared null and void by the professor concerned. In the same way, each professor shall supply the documents certifying his/her qualifications and experience before signing his/her hiring contract, failing which this contract shall be conditional and shall only become valid when these documents are presented. In the latter case, the professor and the College may agree in writing on a deadline for the submission of these documents, after which time the conditional contract shall become null and void, unless the delay is due to the institution issuing these documents.

When the contract is signed, the College shall, under separate cover, give a copy of the preceding paragraph to the professor.

**5-1.18**

For the purposes of hiring professors and for the purposes of local application of clauses 4-1.05 and 5-3.04, the disciplines listed in Appendix I-3 may be subdivided or regrouped to take into account the particular specializations of a college, in accordance with the provisions of Appendix I-4.

However, professors may only be entered on the Placement Office lists in accordance with the list in Appendix I-3, and the job security provisions shall then apply accordingly.



## **Article 5-2.00 - Tenure**

### **5-2.01**

To acquire tenure, a professor must be a full-time professor and satisfy the provisions of this article.

### **5-2.02**

A full-time professor shall acquire tenure at the beginning of a teaching contract as a full-time professor at the College in an available position obtained in the course of either one of the two (2) contract years following his/her appointment to an available position at the College in two (2) consecutive years.

A contract during which a professor has been on leave of absence on a full time basis for one complete semester or more shall be considered to be a consecutive contract for the purposes of applying paragraph a) above, but the semester shall not count toward acquiring tenure. However, a contract during which a professor who, at the beginning of the contract, already had three (3) years' seniority for the purposes of applying and interpreting article 5-4.00, and who has been granted one or more leaves of absence on a full-time basis for one (1) semester or more in accordance with the provisions pertaining to parental rights, shall receive credit toward tenure. The above credit shall not exceed one (1) year.

Notwithstanding the preceding paragraph, the provisional assignment, maternity leave and extension provided for in article 5-6.00 shall not delay the acquiring of tenure.

### **5-2.03**

The College shall maintain the status of a tenured professor whose work is not entirely devoted to teaching or to whom the College has granted a duly authorized leave of absence in accordance with the provisions of this collective agreement.

### **5-2.04**

A tenured professor in institutions that replace the College shall acquire tenure at the College once his/her transfer is obtained.

### **5-2.05**

A tenured professor from another college or from a government educational institution who has not been dismissed by that college or the government and who is hired in the teaching year following his/her departure as a full-time professor shall acquire tenure upon being hired in an available position.

### **5-2.06**

A professor shall acquire tenure at the beginning of a contract as a full-time professor at the College in an available position obtained in the course of either one of the two (2) contract years following his/her assuming a full-time teaching load in three (3) consecutive years, two of them in the regular program.

**5-2.07**

A professor shall acquire tenure at the beginning of his/her second (2<sup>nd</sup>) consecutive contract as a full-time professor in an available position at the same College, provided that, prior to the effective date of the first (1<sup>st</sup>) of the two (2) consecutive teaching contracts as a full-time professor in an available position at the College, he/she has accumulated three (3) years' seniority for the purposes of applying and interpreting article 5-4.00.

**5-2.08**

A professor shall acquire tenure from the effective date of his/her contract as a full-time professor in an available position at the College, provided he/she has accumulated at least five (5) years' seniority prior to the effective date of the contract for the purposes of applying and interpreting article 5-4.00.

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

### **5-3.01**

For the purposes of applying and interpreting article 5-4.00, seniority shall only be calculated in accordance with the provisions of clauses 5-3.03, 5-3.06, 5-3.07 and 5-3.08.

### **5-3.02**

On the effective date of the collective agreement, the seniority list for the purposes of applying and interpreting article 5-4.00 shall be the official seniority list in effect during the 2005 fall semester, under the terms of the 2000-2002 collective agreement.

As regards the preparation of the seniority list for the purposes of applying and interpreting article 5-4.00 for fall 2006 and for the duration of the collective agreement, the College shall calculate seniority as specified in clauses 5-3.03, 5-3.06, 5-3.07 and 5-3.08. This seniority shall be added to that recognized in the official seniority list referred to in the preceding paragraph.

### **5-3.03**

For the purposes of applying and interpreting article 5-4.00, seniority shall be calculated in the following manner:

- a) For full-time professors: one (1) contract year equals one (1) year of seniority.
- b) For part-time professors: in proportion to their teaching load expressed as a full-time equivalent, in accordance with clause 8-5.09.
- c) For hourly paid professors: five hundred twenty-five (525) teaching periods equal one (1) year of seniority.

No professor shall accumulate more than one (1) year of seniority in any one contract year.

### **5-3.04**

The seniority list for the purposes of applying and interpreting article 5-4.00 shall be determined by discipline and by order of seniority and, in cases of equal seniority, by order of work experience and, in cases of equal work experience, by order of years of schooling.

The list shall be sent to each professor, to the Union and to FAC, and it shall be posted within thirty (30) working days of the beginning of each fall semester.

The list shall be posted for a period of twenty (20) working days.

At the end of this period of twenty (20) working days, the list shall become official, subject to any objections raised during the posting period.

If a professor's seniority is corrected as a result of an objection, the list shall be corrected immediately. Corrections to the list shall not be retroactive to a date earlier than the effective date of this collective agreement.

**5-3.05**

Corrections made to the seniority list for the purposes of applying and interpreting article 5-4.00 shall be posted and sent to the Union and FAC.

**5-3.06**

For the purposes of applying and interpreting article 5-4.00, seniority shall continue to be accumulated:

- a) during an absence due to a work-related accident or illness recognized as such by the Commission de la santé et de la sécurité du travail;
- b) during a paid or unpaid leave of absence for professional development;
- c) during a leave for professional activities as provided for in the collective agreement;
- d) during a leave, an absence or a union leave, as provided for in the collective agreement;
- e) during a leave provided for in article 5-6.00 and according to the specifications therein;
- f) during periods of disability covered by clause 5-5.07;
- g) during a professor's suspension;
- h) during the period in which a professor is placed on availability, as long as the professor's name remains on the Placement Office's lists;
- i) during a leave of one semester or less in duration in order to hold a public office;
- j) during the first (1<sup>st</sup>) year of an unpaid, full-time leave, as provided for under the collective agreement;
- k) during the first two (2) years of a part-time leave, as provided for under the collective agreement. Afterwards, seniority shall accumulate in proportion to the teaching load expressed in full-time equivalence (FTE), in accordance with clause 8-5.09;
- l) during a special leave or a statutory holiday;
- m) during a professor's participation in a "leave with deferred or anticipated salary plan," as provided for in article 5-12.00;

- n) during a provisional assignment, as provided for in article 5-11.00.

**5-3.07**

For the purposes of applying and interpreting article 5-4.00, seniority shall cease to be accumulated but shall remain credited to the professor:

- a) during a leave of more than one semester in duration in order to hold a public office;
- b) during an unpaid leave not covered by clause 5-3.06;
- c) after application of the provisions of clause 5-3.06 f);
- d) while the professor is holding an academic position not covered by the accreditation certificate, except in the case provided for in paragraph n) of clause 5-3.06;
- e) during the year following the date on which a position has been denied in accordance with paragraph H) of clause 5-4.07;
- f) during the three (3) years immediately following the year in which a non-tenured professor assumed teaching duties, except in cases covered by clause 5-4.21 in which the period is extended to five (5) years.

**5-3.08**

For the purposes of applying and interpreting article 5-4.00, accumulated seniority shall be lost:

- a) through resignation, except in the case of the voluntary transfer of a professor to another college;
- b) through dismissal;
- c) when a professor is not hired by the College during the period defined in paragraph f) of clause 5-3.07.

**5-3.09**

The deadlines provided for in clause 5-3.04 shall not deprive a professor of the rights gained through seniority for the purposes of applying and interpreting article 5-4.00.

## **Article 5-4.00 - Job Security**

### **5-4.01**

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

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

In this article:

- The term "zone" shall be understood to be all the colleges included in each college's zone, as specified in Appendix II-1.
- The term "sector" shall be understood to be all the colleges included in each college's sector, as specified in Appendix II-2.

### **5-4.02**

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

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

### **5-4.03**

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

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

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

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

**5-4.04**

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

**5-4.05**

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

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

and

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

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

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

**5-4.06**

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

A professor who has to be placed on availability under the terms of this clause shall receive written notice in this regard between April 1 and May 10.

However, the College shall not be required to give the notice specified in the preceding paragraph to a professor who has previously been placed on availability and has remained on availability.

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

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

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

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

#### **5-4.07**

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

- A) Subject to subparagraph 2 of paragraph E) of this clause and up to five (5) working days after the beginning of classes in the college where he/she worked before being relocated, and during the year of his/her relocation, the professor shall retain the right to return to an available position in his/her college, either in his/her discipline or in another discipline, if he/she applies and if he/she meets the normal requirements of the position. In the latter case, the College may proceed to hire this professor, even contrary to or in the absence of a recommendation from the Hiring Committee or an alternative provided for in the collective agreement.

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

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

However, a professor who has been relocated to another college in the same sector by virtue of subparagraph 2 of paragraph E) of this clause shall not have the right to return to an available position in his/her former college as provided for in this paragraph. Furthermore, he/she shall be considered to have left the employ of his/her former college as of the beginning of his/her new work contract at his/her new college.



- B) No later than June 5, the Placement Office shall send each professor on availability registered with the Placement Office, as well as professors relocated to the secondary school level who retain the right to return in accordance with clause 5-4.20, an identical list indicating:
- 1) The teaching positions available, as well as the annual full-time replacement teaching loads, by College and by discipline, including the language of instruction.
  - 2) The names of the professors who have been placed on availability and the names of those who wish to exercise their right to return, along with each professor's seniority, experience, schooling, discipline, college, language of instruction and date of placement on availability.

As well, by June 5, the Placement Office shall send each college and each local Union the list of names of all full-time non-tenured professors, as well as their seniority, experience, schooling, discipline, college and language of instruction.

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

Moreover, no later than September 7, it shall send a third (3<sup>rd</sup>) list of annual full-time replacement teaching loads by College and by discipline, including the language of instruction; this list shall be forwarded to the professors on availability in the disciplines concerned.

Lastly, no later than October 7, it shall send a fourth (4<sup>th</sup>) list of available positions by College and by discipline, including the language of instruction.

- D) A professor who wishes to be relocated in accordance with subparagraphs 4 and 5 of paragraph A) of clause 5.4.17, may express his/her choice by indicating his/her order of preference for the positions available in his/her discipline in the zone in which his/her college is located or in another zone.

A professor who wishes to be relocated in accordance with subparagraphs 21 and 22 of paragraph A) of clause 5.4.17, may express his/her choice by indicating his/her order of preference for the positions available in another discipline in the zone in which his/her college is located or in another zone.

A professor covered by subparagraph 6 of paragraph A) of clause 5.4.17 shall express his/her choice by indicating his/her order of preference for the positions available in his/her discipline in the zone in which his/her college is located.

Lastly, a professor shall express his/her choice by indicating his/her order of preference for annual full-time replacement duties in his/her discipline in colleges located in the same zone as his/her college. If he/she so desires, the professor

may also express his/her choice regarding annual replacement duties in another discipline.

These choices shall be forwarded in writing to the Placement Office no later than June 13 for the first (1<sup>st</sup>) list and no later than seven (7) days after receiving subsequent lists.

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

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

- E) The Placement Office shall then offer the positions, applying the hiring order set out in clause 5-4.17 to the choices expressed by the professors, and complying with the following provisions:
1. In applying subparagraph 3 of paragraph A) of clause 5-4.17, the Placement Office shall offer the position to a professor on availability in a core discipline of a closed program, in accordance with subparagraph 1 of paragraph F) of this clause. In this case, the professor shall be required to accept a position available in his/her discipline in a college located in the same zone, in another college in the same sector or in a college located in another zone, as soon as he/she is placed on availability.
  2. In applying subparagraph 7 of paragraph A) of clause 5-4.17, the Placement Office shall offer the teaching position to a professor on availability from another college in the same sector in accordance with the provisions of subparagraph 1 of paragraph F) of this clause.

The professor so identified by the Placement Office shall be the professor who has been on availability for the greatest number of years among those professors who have been on availability for three (3) or more years.

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

- F) A professor to whom the Placement Office offers an available position in his/her college or in another college shall have seven (7) days after receiving written notice to this effect to give his/her answer in writing. Unless there are provisions to the contrary in this article, and as long as the teaching position so offered meets the requirements in subparagraph 1 or 2 below, as applicable, the professor shall

accept the position either in a college located in his/her zone or in a college in another zone, in accordance with paragraph E) of this clause:

1. The teaching position offered is available and is in the discipline for which the professor was hired or, subject to the last paragraph of paragraph B) of clause 5-4.17, in which the professor was teaching the year that he/she was placed on availability, and the instruction is to be given in the language in which the professor taught at the time he/she was placed on availability, unless the professor wishes to teach in another language. The College must accept this professor.
2. The teaching position offered is available and is not in the discipline for which the professor was hired or, subject to the last paragraph of paragraph B) of clause 5-4.17, in which the professor was teaching the year that he/she was placed on availability, and the instruction is to be given in the language in which the professor taught at the time he/she was placed on availability, unless the professor wishes to teach in another language, and the Placement Office or the professor feels that he/she meets the requirements of the position.

In this case the College shall accept the professor concerned and shall forward his/her name to the Hiring Committee or an alternative provided for in the collective agreement, in order to review whether the professor meets the normal requirements of the position. Travel expenses shall be paid by the professor's college of origin.

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

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

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

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

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

Where a number of professors placed on availability have the same hiring priority, only the professor having the least seniority shall be required to accept the annual replacement teaching load or the position offered to him/her.

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

However, during the contract year following the year in which he/she was placed on availability and until he/she has been relocated to an available position, the

professor shall receive a salary equal to eighty percent (80%) of the salary determined by his/her years of schooling and experience.

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

Notwithstanding the preceding paragraph, a professor who accepts a teaching load that, through the application of other relevant provisions of the collective agreement, provides him/her with a salary greater than that set out in the above paragraph, shall receive the salary to which he/ she is entitled according to article 6-1.00, adjusted in due proportion to his individual teaching load as compared to an individual teaching load of eighty (80) units.

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

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

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

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

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

- K) A professor who has been on availability for three (3) years or more shall be required to participate in any employability measure submitted by the College and the Placement Office. However, participation in such a measure by a professor on availability in a discipline at a single site or in a core discipline of a closed program shall apply as soon as he/she is placed on availability.

**5-4.08**

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

- a) A professor's name shall be registered with the Placement Office by April 1 of his/her contract year. The Placement office shall draw up a list of the registered professors and send it to each college and each local union.
- b) The college shall provide professors with the necessary application form so that they may take advantage of priorities 25 and 26 provided for in paragraph A) of clause 5-4.17 A).
- c) Professors shall apply in writing to the colleges concerned for the positions and teaching duties of their choice within seven (7) days of the publication of a list.

**5-4.09**

Each college shall:

- a) By April 1, send the Placement Office the list of names of full-time, non-tenured professors, as well as any information requested by the Office.
- b) No later than May 10, send the Placement Office the list of names of professors placed on availability, as well as any information requested by the Office.
- c) No later than May 10, send the Placement Office the list of teaching positions available on that date for the next teaching year.

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

- d) No later than May 20, send the Placement Office the list of annual full-time replacement teaching loads available on that date for the next teaching year.

The same procedure shall apply until September 30 each time an annual full-time replacement teaching load has to be filled.

- e) Inform the Placement Office of the acceptance of a position or of an annual full-time replacement teaching load or of a full-time teaching load by a professor from the College who is registered with the Placement Office, as well as the acceptance or

refusal of a professor whose name has been forwarded to the College by the Placement Office.

- f) Inform the Placement Office of the cancellation of a professor's placement on availability or of cases in which a professor has a teaching load at least equivalent to his/her salary protection.

#### **5-4.10**

Beginning June 27, the College may fill available positions and annual full-time replacement teaching loads for the next teaching year, in accordance with the hiring procedure provided for in the collective agreement, subject to the provision of this article.

However, beginning June 15, the College may fill an available position or an annual full-time replacement teaching load only if the Placement Office has informed the College that no professor on availability is able to fill this position or this annual full-time replacement teaching load.

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

#### **5-4.11 Placement Office**

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

- a) It draws up the lists and collects the information necessary for the application of this article.
- b) It sends the lists provided for in subparagraphs 1 and 2 of paragraph B) of clause 5-4.07, and in paragraph C) of clause 5-4.07 to the professors on availability concerned as well as to the professors relocated to the secondary school level who have a right to return to the college network under the terms of clause 5-4.20. It sends the lists and the information collected as provided for in this article to the Union, FAC, the colleges, the Fédération des cégeps and the Ministère; it also sends the results of all relocation operations, no later than November 15, to the professors on availability concerned, as well as to the above-mentioned bodies; this report shall contain the choices, refusals and relocations of the professors on availability concerned.
- c) For the purposes of relocating professors who have been placed on availability, it verifies and, if necessary, corrects their seniority, making sure that the calculation of a professor's recognized seniority is in accordance with the rules in effect at the time this seniority was acquired. It shall apply, if necessary, the provisions of Appendix II-5.

- d) In addition, and for the same purpose, in the case of disciplines with several specializations, it establishes the specializations within a discipline that a professor whose name is on the list is qualified to teach.
- e) It sends the results of the verifications of seniority, the corrections made and the establishment of specializations within a discipline to the Parity Committee on Placement. The Parity Committee shall examine these results and rule on them. If there is no agreement, the chair shall make a ruling that may not be appealed.
- f) It makes available on the Web site the lists provided for in subparagraph 1) of paragraph B) and paragraph C) of clause 5-4.07.

#### **5-4.12 The Parity Committee on Placement**

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

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

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

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

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

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

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

The Committee shall have the following mandate:

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



**5-4.13 Moving Expenses**

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

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

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

**5-4.14 Special Provision**

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

**5-4.15 Pre-Retirement Leave**

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

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

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

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

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

**5-4.16**

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

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

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

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

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

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

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

**5-4.17**

**A) Order of Hiring Priority for Positions**

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

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

In the event that several candidates have equal priority for the same position in the same discipline, the College shall proceed, without going through the Hiring Committee or an alternative provided for in the collective agreement, to hire the candidate who has the most seniority, or in the case of equal seniority, the candidate who has the most experience, or in the case of equal experience, the candidate who has the most schooling. This procedure shall be subject, if applicable, to the access to equality program established according to the provisions of article 2-4.00, with respect to priorities 8, 10, 11, 13 to 17, 19, 20 and 23 to 28. However, in cases where seniority, experience and schooling are identical, the Placement Office shall forward the candidates' files to the College for selection by the Hiring Committee or an alternative provided for in the collective agreement.

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

The hiring sequence shall be as follows:

1. a professor from the College who is covered by paragraph A) or paragraph I) of clause 5-4.07, for a position in his/her discipline;
2. a professor placed on availability for whom the College is reserving a position in accordance with the provisions of clause 5-4.21;
3. a professor placed on availability in a core discipline of a closed program, a professor from another College located in the same zone, a professor from another College in the same sector or a professor from a College located in another zone, whose name has been forwarded to the College by the Placement Office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07, for a position in his/her discipline;
4. a professor placed on availability from another College located in the same zone who has expressed a choice and whose name has been forwarded to the College by the Placement Office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07, for a position in his/her discipline;
5. a professor placed on availability from a College located in another zone who has expressed a choice and whose name has been forwarded to the College by the Placement Office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07, for a position in his/her discipline;
6. a professor placed on availability from another College located in the same zone whose name has been forwarded to the College by the Placement Office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07;
7. a professor placed on availability from another College in the sector whose name has been forwarded to the College by the Placement Office in accordance with the provisions of paragraph E) of clause 5-4.07, for a position in his/her discipline;
8. a non-tenured professor having at least ten (10) years' seniority, for the three (3) years immediately following the expiration of his/her last teaching contract in the discipline of the position, provided he/she has notified the College in accordance with clause 5-1.11, for a position in his/her discipline;
9. a professor from the College covered by paragraph A) or paragraph I) of clauses 5-4.07, for a position in another discipline;
10. a non-tenured, full-time professor from the College, for the three (3) years immediately following the year in which he/she held a teaching position in the discipline of the position, or a non-tenured professor from the College having at least five (5) years' seniority, for the three (3) years immediately following the expiration of his/her last contract in the discipline of the position, provided he/she has notified the College in accordance with clause 5-1.11;

11. a non-tenured professor from the College having at least three (3) years' seniority, for the three (3) years following the expiration of his/her last contract in the discipline of the position, provided he/she has notified the College in accordance with clause 5-1.11;
12. a tenured professor from a discipline in which there is a professor on availability, for a position in another discipline, provided he/she applies in writing in accordance with clause 5-1.10;
13. a non-tenured, full-time professor from the College, for the three (3) years immediately following the year in which he/she carried out a full-time teaching load in the discipline of the position, provided he/she has notified the College in accordance with clause 5-1.11;
14. a non-tenured, full-time professor from the College, for a position in another discipline, until the September 30 after the expiration of his/her contract, provided he/she has notified the College in accordance with clause 5-1.11;
15. a replacement professor, for a position in the discipline of his/her annual replacement teaching load, provided he/she applies in writing in accordance with clause 5-1.10;
16. a professional staff member on availability from the College or a support staff member on availability from the College having at least three (3) years' seniority, provided he/she has informed the College in writing of his/her intention to assume a position in this discipline. The names of these employees shall be forwarded to the Hiring Committee or an alternative provided for in the collective agreement;
17. a part-time professor from the College having less than three (3) years' seniority, for a period of up to three (3) years from the expiration date of his/her last contract as a professor in the discipline of the position, provided he/she has notified the College in accordance with clause 5-1.11;
18. a tenured professor, for a position in another discipline, provided he/she applies in writing in accordance with clause 5-1.10;
19. an employee from another category of personnel whom the College wishes to provisionally assign to teaching duties according to the terms regarding provisional assignment applicable to this other category of personnel; the employee's name shall be forwarded to the Hiring Committee or an alternative provided for in the collective agreement;
20. a tenured professor on leave for public duties, at the end of his/her term of office, in his/her college, provided he/she applies in writing in accordance with clause 5-1.10;
21. a professor placed on availability from another College located in the same zone whose name has been forwarded to the College by the Placement Office in

- accordance with the provisions of subparagraph 2) of paragraph F) of clause 5-4.07, for a position in another discipline;
22. a professor placed on availability from a College located in another zone whose name has been forwarded to the College by the Placement Office in accordance with the provisions of subparagraph 2) of paragraph F) of clause 5-4.07, for a position in another discipline;
  23. a teacher at the secondary school level placed on availability by a school board, whose name has been forwarded to the College by the Placement Office in accordance with the provisions of clause 5-4.20;
  24. an administrator who has been a tenured professor at the College, for each of the three (3) years following the year of his/her appointment as an administrator, provided he/she applies in writing in accordance with clause 5-1.10;
  25. a non-tenured, full-time professor from another college, as long as his/her name is on the Placement Office lists, for a position in the discipline specified in his/her full-time contract, provided he/she applies within the deadlines provided for in the collective agreement using the application form shown in Appendix II-4;
  26. a non-tenured, full-time professor from another college, as long as his/her name is on the Placement Office lists, for a position in another discipline, provided he/she applies within the deadlines provided for in the collective agreement using the application form shown in Appendix II-4;
  27. a professor placed on availability who has refused a position, for the year following the date of his/her refusal, in accordance with paragraph H) of clause 5-4.07;
  28. a non-tenured professor on leave to hold a public office, at the end of his/her term of office, in his/her college, provided he/she applies in writing in accordance with clause 5-1.10.

For priorities 8, 10, 11, 13 and 17, the three (3)-year time period shall be extended to five (5) years for cases covered by paragraph G) of clause 5-4.21.

**B) Order of Hiring Priority for Other Teaching Loads**

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

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

In the event that several candidates have equal priority for the same position in the same discipline, the College shall proceed, without going through the Hiring Committee or an alternative provided for in the collective agreement, to hire the candidate who has the most seniority, or in the case of equal seniority, the candidate who has the most

experience, or in the case of equal experience, the candidate who has the most schooling. This procedure shall be subject, if applicable, to the access to equality program established according to the provisions of article 2-4.00, with respect to priorities 3 (2<sup>nd</sup> part) to 5 and 7 to 9. However, in cases where seniority, experience and schooling are identical, the College shall forward the candidates' files for selection by the Hiring Committee or an alternative provided for in the collective agreement.

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

The hiring sequence shall be as follows:

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

assignment applicable to this other category of personnel; the employee's name shall be forwarded to the Hiring Committee or an alternative provided for in the collective agreement;

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

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

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

#### **5-4.18**

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

#### **5-4.19**

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

#### **5-4.20 Intra-Sectoral Relocation**

On the second (2<sup>nd</sup>) Monday in August, the Placement Office shall send a list of the available positions in the regular program (general education and vocational training) at the secondary school level to all professors placed on availability.

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

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

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

- A professor thus relocated shall have the right to return to the college network for a period of two (2) years; to this end, the professor shall be considered placed on availability in his/her college of origin.

- A professor who avails himself/herself of the right to return to a position in the college network shall assume this position as of the beginning of the following semester.

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

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

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

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

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

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

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

#### **5-4.21 Retraining for a Reserved Position**

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

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

This substitution shall take effect upon the granting of retraining.

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- G) In a college where a position has been reserved, the non-tenured professors in the discipline of a professor who obtained retraining or in the discipline in which a position is reserved shall have the period in which they have an employment priority increased from three (3) to five (5) years.

- H) Subject to clause 5-4.22, the Parity Committee on Placement shall grant retraining in the following order:

1. applications for one (1) semester or one (1) year retraining programs;

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

**5-4.22 Retraining**

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

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

## **Article 5-5.00 - Insurance Plans**

### **GENERAL PROVISIONS**

#### **5-5.01**

The health and salary insurance plans provided for in this article shall become effective upon the signing of the collective agreement, subject to any provisions to the contrary.

### **SECTION 1 - SALARY INSURANCE**

#### **5-5.02**

The following professors shall be eligible for the salary insurance plan from the effective date of the plan until his/her retirement:

- a) Full-time professors or part-time professors.
- b) Professors on availability who have not been relocated.

Hourly paid professors shall not be entitled to any disability benefits.

#### **5-5.03**

The term "disability" means any incapacity resulting from an illness or accident or resulting directly from a complication during pregnancy or an interruption of a pregnancy before the twentieth (20<sup>th</sup>) week preceding the expected date of delivery, which requires medical care and which renders the professor totally incapable of performing the usual duties of his/her position or of any comparable position with similar remuneration offered by the College.

Disability also refers to any incapacity resulting from hospitalization for surgery or from a medical procedure performed in a doctor's office for family planning purposes.

#### **5-5.04**

A professor who receives salary insurance benefits may, by agreement with the College, assume part-time teaching duties for a given period as part of a rehabilitation process.

This rehabilitation period shall not result in the extension of full or partial benefits beyond the period of one hundred and four (104) weeks allowed for the same disability.

During this rehabilitation period, the professor shall receive the gross salary for the work performed, as well as the salary insurance benefits on the basis of the time not worked. He/she shall be considered totally disabled during this period.

#### **5-5.05**

A period of disability is any period of continuous disability or any series of successive periods of disability separated by less than five (5) working days<sup>1</sup> of actual full-time work

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<sup>1</sup> Should read "fifteen (15) days" instead of "five (5) days" if the continuous period of disability that precedes the return to work is greater than three (3) months of work.

or of availability for full-time work, unless the professor can prove, to the College's or its representative's satisfaction, that a subsequent period of disability is due to an illness or accident in no way related to the cause of the previous disability.

**5-5.06**

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

Notwithstanding the foregoing, in cases of alcoholism or drug addiction, the period of disability during which a professor receives medical treatment or care for detoxification shall be recognized as a period of disability for the purposes of this article.

**5-5.07**

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

- a) up to the lesser of the number of accumulated sick leave days or five (5) working days: payment of benefits equal to the salary he/she would have received had he/she been at work;
- b) upon termination of the benefit payments provided for in subparagraph a), if applicable, but never before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: payment of benefits equal to eighty-five percent (85%) of his/her salary;
- c) upon the expiry of the above-mentioned fifty-two (52) week period and for an additional period of up to fifty-two (52) weeks: payment of benefits equal to sixty-six and two-thirds percent (66-2/3%) of his/her salary.

However, at the professor's request, these benefits shall be increased to eighty-five percent (85%) of his/her salary by using the balance of the non-cash-convertible sick leave that he/she may have to his/her credit. The balance of such non-cash-convertible sick leave and the related amounts shall then be deducted from the actual cost of this supplement, except if this balance is subject to a clause providing for its utilization or reimbursement at the rate paid at the time of its utilisation or reimbursement. In the latter case, the College shall deduct 0.1833 days from the balance of non-cash-convertible sick leave per benefit day completed;

- d) upon the expiry of the above-mentioned period of one hundred and four (104) weeks: use of accumulated sick leave days, unless the professor is covered by a supplementary long-term disability group insurance plan.

#### **5-5.08**

For the purposes of calculating the benefits provided in clause 5-5.07, a professor's salary shall be the salary he/she would be receiving if he/she were at work, subject to an increase in salary resulting from an additional year of experience, as provided for in paragraph e) of clause 6-2.01. As regards part-time professors, the basic salary shall be that which they would receive to fulfill the duties they were performing at the beginning of their disability. For the purposes of calculating the benefits provided for in clause 5-5.07, the salary of professors on availability shall be that which they would receive in accordance with clause 5-4.07.

#### **5-5.09**

As long as benefits remain payable, including during the waiting period, if any, a disabled professor shall continue to participate in his/her pension plan according to the regulations of the plan and to benefit from the insurance plans in which he/she participates. However, he/she must pay the required contributions, except that, upon termination of payment of the benefits provided for in paragraph a) of clause 5-5.07, he/she shall be granted a waiver of his/her contributions to the pension plan without loss of any rights. Subject to the provisions of the collective agreement, payment of benefits shall not confer upon the recipient the status of a professor nor increase his/her rights as such, in particular with regard to the accumulation of sick leave days.

#### **5-5.10**

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, the Régime d'assurance-automobile du Québec (RAAQ) and the pension plan, regardless of subsequent increases in basic benefits due to indexation.

In the specific case of a disability granting entitlement to compensation paid under the Régime d'assurance-automobile du Québec, the benefits payable by the College shall be established as follows:

The College shall determine the net benefits by deducting from the gross benefits provided for in clause 5-5.07 all the deductions required by law (income tax, QPP, employment insurance). The net benefits obtained shall be reduced by the benefits received from the Société de l'assurance automobile du Québec (SAAQ). The balance becomes the gross taxable income from which the College shall make all the deductions, contributions and dues required by law and the collective agreement.

#### **5-5.11**

In the specific case of a disability granting entitlement to compensation paid under the Act respecting industrial accidents and occupational diseases, the following provisions shall apply:

- a) A professor shall receive from the College benefits equal to one hundred percent (100%) of the net salary he/she was receiving on the date of the accident. He/she shall be eligible for these benefits until the date at which the Commission de la

santé et de la sécurité du travail du Québec (CSST) declares the disability to be permanent.

- b) Notwithstanding the preceding paragraph, if the Commission de la santé et de la sécurité du travail du Québec renders its decision before the end of the periods provided for in paragraphs b) and c) of clause 5-5.07, the benefits paid by the College for the remainder of the one hundred and four (104) weeks since the beginning of the disability shall comply with the provisions of paragraphs b) or c) of clause 5-5.07, as applicable.
- c) As long as a professor is entitled to benefits under the Act respecting industrial accidents and occupational diseases, and until such time as the CSST rules that his/her disability is permanent, whether total or partial, a professor shall be entitled to his/her salary, subject to the following provisions:

The College shall determine the net benefits by deducting from his/her net salary the amount of the CSST benefits, and the amount thus obtained becomes the gross taxable income from which the College shall make all the deductions, contributions and dues required by law and the collective agreement. The College shall then pay the professor this new salary, as well as the CSST benefits. In return, the benefits paid by the CSST for this period shall be acquired by the College, and the professor shall, if necessary, sign the required forms.

- d) During the period in which benefits are paid according to the provisions of paragraph b) of this clause, these benefits shall be reduced by the initial amount of any basic disability benefits payable under the Quebec Pension Plan, the Act respecting industrial accidents and occupational diseases, the Régime d'assurance-automobile du Québec and the pension plan, regardless of subsequent increases in the basic benefits due to indexation.
- e) The professor's sick leave credits shall not be affected by this absence, and the professor shall be considered as receiving salary insurance benefits.

For the purposes of applying paragraphs a) and c) of this clause, the net salary shall be the gross salary reduced by federal and provincial income tax and by contributions to the Quebec Pension Plan, employment insurance and the pension plan and, if applicable, contributions to the insurance plan and union dues.

#### **5-5.12**

Payment of benefits shall terminate no later than the payment for the last week of the month in which a professor retires.

#### **5-5.13**

The amount of benefits shall be calculated according to the specified percentages, at the rate of 1/260<sup>th</sup> of the salary for each working day of a regular workweek.

**5-5.14**

Salary insurance benefits shall be payable during a strike or lockout if the period of disability began before the start of the strike or lockout. However, a disability beginning during a strike or lockout shall not grant entitlement to benefits until the strike or lockout ends.

**5-5.15**

Benefits payable as sick leave days or under the salary insurance plan shall be made directly by the College after submission by the professor of the supporting documents required under clause 5-5.16.

However, no benefits shall be paid by the College as long as the professor has not provided the necessary information or, if applicable, the written authorization so that the College may obtain such information from other parties. As well, the College is under no obligation to pay any benefits when the professor neglects to take the necessary steps to obtain benefits payable by a government agency under existing legislation.

Finally, when benefits provided by law are awarded retroactively, the professor shall repay the amount concerned to the College.

**5-5.16**

The College may, at any time, require a professor who is absent due to disability to provide a medical certificate stating the nature and duration of the disability. However, the cost of this certificate shall be borne by the College if the professor is absent for less than four (4) days. The College may also require the professor to undergo an examination in connection with any absence. The cost of the examination and the transportation costs, if the professor must travel more than fifty (50) kilometres from his/her workplace, shall be paid by the College.

When a professor returns to work, the College may require him/her to undergo a medical examination to establish whether he/she has recovered sufficiently to resume working. The cost of the examination and the transportation costs, if the professor must travel more than fifty (50) kilometres from his/her workplace, shall be paid by the College.

If the opinion of the physician chosen by the College is contrary to that of the physician consulted by the professor, the two physicians shall jointly choose a third physician to examine the professor, and that physician's decision shall be final. The cost of the examination and the transportation costs, if the professor must travel more than fifty (50) kilometres from his/her workplace, shall be paid by the College.

The College shall keep medical certificates and the results of medical examinations confidential.

**5-5.17**

When payment of benefits is denied due to the presumed absence of or recovery from a disability, the professor may appeal the decision according to the standard procedures for grievances and arbitration.



**5-5.18**

On September 1 of each year, the College shall credit seven (7) sick leave days to each full-time professor in its employ who is covered by this article. The days thus granted shall be non-cumulative and non-cash-convertible.

However, during a professor's first (1<sup>st</sup>) year of service, except where a professor is relocated under the job security provisions, the College shall add a credit of six (6) non-cash-convertible sick leave days.

A professor who has accumulated thirteen (13) or less days of sick leave to his/her credit on June 30 shall, on that date, add the unused balance of his/her non-cash-convertible sick leave days for the current year to the sick leave days already accumulated.

**5-5.19**

If a professor becomes covered by this article in the course of a teaching year, the number of days credited for that year according to the first (1<sup>st</sup>) paragraph of clause 5-5.18 shall be reduced in proportion to the number of full months of service.

As well, if a professor leaves his/her job in the course of a teaching year, or if he/she is not on active service for a part of the year, the number of days credited according to the first (1<sup>st</sup>) paragraph of clause 5-5.18 shall be reduced in proportion to the number of full months of service.

For the purposes of applying this clause, the maternity leave provided for in clause 5-6.06 and the leave provided in clauses 5-6.09 and 5-6.27 shall not result in any reduction in the number of days credited for the year in question.

**5-5.20**

In the case of part-time professors, the number of days credited shall be reduced in proportion to their full-time equivalent calculated according to clause 8-5.09.

In the case of professors on availability, the number of days credited shall be reduced in proportion to the salary they receive, as compared to the salary that they would receive if they had a full workload.

**5-5.21**

Professors receiving disability payments on the effective date of the collective agreement shall remain covered under the plan provided for in this article. The effective date of the beginning of the period of disability and the date on which a professor becomes entitled to either the benefits provided for under the 2000-2002 collective agreement or the benefits provided for in paragraph b) of clause 5-5.07 of this collective agreement shall determine the amount and the duration of the benefits to which the professor may be entitled according to the provisions of this clause. A disabled professor who is not entitled to any benefits on the effective date of the collective agreement shall be covered by the new plan upon his/her return to work when or if he/she begins a new period of disability.

### **5-5.22**

The provisions of the 2000-2002 collective agreement concerning the cash-convertibility of a professor's sick-leave credits shall be maintained, and reimbursement shall be made as follows:

- a) in one payment when the professor retires or dies;
- b) in three (3) equal, consecutive annual payments upon a professor's resignation or dismissal;
- c) upon retirement, by means of a leave of absence based on the balance of days in the accumulated reserve. This leave shall not exceed six (6) months.

The value of the cash-convertible days credited to a professor may be used to pay the cost of buying back previous years of service, as provided for in the provisions concerning the pension plan, or to add to salary insurance benefits according to paragraph c) of clause 5-5.07. The days credited to a professor as of June 30, 1973 may also be used for other purposes than illness where previous collective agreements have provided for such use, in particular, cases of maternity leave.

### **5-5.23**

The sick leave days credited to a professor on the day before this collective agreement comes into effect shall remain credited to him/her, and the days used shall be subtracted from the accumulated total for the purposes of this article. Sick leave days shall be used in the following order:

- a) days credited under the terms of the first (1<sup>st</sup>) paragraph of clause 5-5.18 of the collective agreement;
- b) after the days mentioned in paragraph a) have run out, other cash-convertible days credited to a professor, except for days transferred under the terms of the SPEQ Protocol;
- c) after the days mentioned in paragraphs a) and b) have run out, non-cash-convertible days credited to a professor;
- d) days transferred under the terms of the SPEQ Protocol.

## **SECTION II - INSURANCE COMMITTEE**

### **5-5.24**

The provincial parties agree to form one (1) Insurance Committee of four (4) members responsible for establishing and implementing the insurance plans, with the exception of salary insurance. The Committee, made up of three (3) members designated by FAC and of one (1) member designated by CPNC, shall become operative as soon as it is set up.

**5-5.25**

The members of the Committee may be absent from work without loss of salary or rights in order to carry out the mandate defined in this article. However, they shall not be entitled to any reimbursement of their expenses or any remuneration for their services as such, but their employer shall continue to pay them their regular salary.

**5-5.26**

The cost of the plans established by FAC, with the exception of the salary insurance plan, shall be borne entirely by the participants. However, the College shall facilitate the establishment and implementation of these plans, in particular by deducting the required contributions.

This plan or these plans shall be subject to one invoice from a single underwriter or a group of underwriters acting collectively.

**5-5.27**

The policies shall be issued on behalf of FAC and shall include the following provisions, among others:

- a) A guarantee that neither the retention formula factors, if applicable, nor the rate according to which the premiums are calculated may be increased more often than once every twelve (12) months.
- b) The surplus of premiums over benefits or reimbursements paid to the insured persons shall be reimbursed annually by the insurer in the form of dividends or rebates, after deduction of the amounts agreed upon according to pre-determined retention formula allowing for contingency, administration, reserves, taxes and profit.
- c) The premium for a period shall be established according to the rates applicable to the participant on the first (1<sup>st</sup>) day of the period.
- d) No premium shall be payable for a period on the first (1<sup>st</sup>) day of which the professor is not a participant; however, the total premium shall be payable for a period in which the professor ceases to be a participant.

**SECTION III - BASIC HEALTH-INSURANCE PLAN**

**5-5.28**

The following professors shall be eligible to participate in the basic health insurance plan from the effective date of the plan until his/her retirement:

- a) full-time professors or part-time professors;
- b) professors on availability who have not been relocated.

A professor on a full-time or part-time unpaid leave while participating in PVRTT or in the progressive retirement program shall maintain his/her participation in accordance with the terms provided for in the master policies.

An hourly paid professor shall not be eligible for the basic health insurance plan.

**5-5.29**

For the purposes of this plan, the definitions of spouse and dependant child shall be those stipulated in the master policies.

**5-5.30**

According to the terms decided upon by the Committee, the basic health insurance plan shall cover no less than:

- all medication sold by a licensed pharmacist or by a duly authorized physician, as prescribed by a physician or dentist;
- a semi-private hospital room;
- ambulance service;
- hospitalization or medical expenses not otherwise recoverable while the insured professor is temporarily outside Canada and his/her condition requires hospitalization;
- the cost of purchasing an artificial limb due to a loss sustained while a participant is covered, or any other supplies or services prescribed by the attending physician and required for the treatment of an illness.

**5-5.31**

Participation in the basic health insurance plan shall be mandatory. However, a professor may, by giving prior written notice to the College, decline or cease to participate in the basic health insurance plan, provided that he/she establishes that he/she and his/her dependents are insured under a group insurance plan affording similar benefits.

A professor who is sixty-five (65) or more years of age and who maintains his/her participation in the RAMQ prescription drug insurance plan shall remain covered by the mandatory basic health insurance plan for the benefits not covered by RAMQ, according to the terms provided for in the policy.

**5-5.32**

A professor who has declined or ceased to participate in the plan may become eligible again for the plan under the following conditions:

- a) he/she must prove to the satisfaction of the insurer that:

- he/she was previously insured under the current basic health insurance plan or any other plan offering similar coverage;
  - it is no longer possible for him/her to remain covered;
  - his/her application is submitted within thirty (30) days of the termination of his/her coverage;
- b) subject to paragraph a) above, coverage shall be effective as of the first (1<sup>st</sup>) day of the period in which the application is received by the insurer;
- c) in the case of a person who, prior to his/her application, was not covered under the current basic health insurance plan, the insurer shall not be liable for benefit payments that may be payable by a previous insurer in accordance with an extension or conversion clause or otherwise.

#### **SECTION IV – SUPPLEMENTARY SALARY INSURANCE PLAN**

##### **5-5.33**

The supplementary salary insurance plan shall provide, according to the terms set out in the policy, for the payment of a monthly benefit to the disabled professor, after the expiration of the one hundred and four (104) week period covered by salary insurance in accordance with clause 5-5.07.

The professors, including those professors on availability or on leave, shall have access to this plan according to the terms provided for in the policy.

#### **SECTION V – LIFE INSURANCE PLAN**

##### **5-5.34**

Professors may participate in life insurance plans for themselves, their spouses or their dependant children according to the terms provided for in the policy.

## **Article 5-6.00 - Parental Rights**

### **SECTION I - GENERAL PROVISIONS**

#### **5-6.01**

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

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

In cases where the professor shares the adoption or parental benefits provided by the RQAP or the EIP with his/her spouse, the benefits shall be paid only if the professor actually receives benefits from one of these plans during the maternity leave provided for in clause 5-6.06 or the adoption leave provided for in clause 5-6.27.

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

#### **5-6.02**

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

#### **5-6.03**

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

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

B) 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 RQAP or the EIP.

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

**5-6.04**

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

**5-6.05**

For purposes of this article exclusively, the term "part-time professor" shall also be taken to mean "hourly paid professor", for the duration of his/her contract.

**SECTION II – MATERNITY LEAVE**

**5-6.06**

A pregnant professor who is eligible for the RQAP shall be entitled to twenty-one (21) weeks of maternity leave which, subject to clause 5-6.10, must be taken consecutively.

A pregnant professor who is eligible for the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 5-6.10, must be taken consecutively.

A pregnant professor who is not eligible for either of these plans shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 5-6.10, must be taken consecutively.

A professor who becomes pregnant while on leave without pay or half-time or part-time leave without pay, as provided for in this article, shall also be entitled to maternity leave and to the benefits provided for in clauses 5-6.12, 5-6.13 and 5-6.15, as the case may be.

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

**5-6.07**

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

**5-6.08 Distribution of maternity leave**

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

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

To obtain maternity leave, a professor must give the College written notice at least two (2) weeks before the beginning of the leave. This notice must be accompanied by a medical

certificate or a written report signed by a midwife attesting to the pregnancy and to the due date.

The notice may be given less than two (2) weeks in advance if there is a medical certificate attesting to the fact that the professor must take leave earlier than expected. In the case of unforeseen circumstances, the professor shall be exempted from the formality of the written notice, provided she provides the College with a medical certificate attesting to the fact that she must take leave immediately.

**5-6.09 Extension of maternity leave**

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

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

During these extensions, the professor shall be deemed to be on leave without pay and shall not receive any benefits or allowances from the College. During these periods, the professor shall be covered by clause 5-6.55 for the first six (6) weeks and by clause 5-6.56 after that.

**5-6.10 Interruption and division of maternity leave**

A) **Interruption of leave**

When a professor has sufficiently recovered from her delivery, but her child is not in a condition to leave the health care establishment, the professor may interrupt her maternity leave and return to work.

The leave shall resume when the child is taken home.

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

B) **Division of maternity leave**

In one or the other of the following cases, upon the professor'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:

1. 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.



2. If the professor 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 professor is disabled, up to a maximum of fifteen (15) weeks.
3. If the professor is on leave because of a situation covered by section 79.8<sup>1</sup> 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 professor shall be deemed to be on leave without pay and shall not receive any benefits or allowances from the College. The professor shall enjoy the benefits set out in clause 5-6.56.

#### **5-6.11**

When the maternity leave interrupted or broken down under clause 5-6.10 resumes, the College shall pay the professor any benefits to which she would have been entitled had she not interrupted or broken down her maternity leave, for the number of weeks remaining under clauses 5-6.12, 5-6.13 and 5-6.15.

### **SECTION II – A): CASES ELIGIBLE FOR THE RQAP**

#### **5-6.12**

A professor who has accumulated twenty (20) weeks of service<sup>2</sup> and who is eligible for benefits under the RQAP, 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>3</sup> of her basic weekly salary and the amount of maternity or parental benefits she is receiving, or would receive upon request, from the RQAP.

This benefit is based on the RQAP benefit to which a professor is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance.

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

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<sup>1</sup> Family or parental leave or absences

<sup>2</sup> A professor on leave shall accumulate service if her leave is authorized, in particular in the case of a disability and involves a benefit or remuneration.

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

## **SECTION II – B): CASES ELIGIBLE FOR THE EIP**

### **5-6.13**

A professor 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 RQAP, shall be entitled to:

- 1) for each week of the waiting period provided for by the EIP, a benefit equal to ninety-three per cent (93%)<sup>2</sup> of her basic weekly salary;
- 2) for each week following the period provided for in paragraph 1), a benefit equal to the difference between ninety-three per cent (93%) of her basic weekly salary and the amount of maternity or parental benefits she is receiving, or would receive upon request, up until the end of the twentieth (20<sup>th</sup>) week of maternity leave.

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

However, when the professor works for more than one employer, the benefit shall be equal to the difference between ninety-three per cent (93%) of the basic weekly salary paid by the College and the amount of the Employment Insurance benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the professor shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable by the HRSD.

In addition, should HRSD reduce the number of weeks of Employment Insurance benefits to which the professor would have been entitled had she not benefited from Employment Insurance benefits before her maternity leave, the professor shall continue to receive, for a period equivalent to the number of weeks subtracted by HRSD, the benefit provided for in the first subparagraph of paragraph 2) as if she had, during this period, benefited from Employment Insurance benefits.

### **5-6.14**

The College shall not indemnify a professor on maternity leave by means of paid compensation, for possible reductions of her RQAP or EIP benefits because of income she receives from another employer.

Notwithstanding the provisions of the above paragraph, the College shall pay such compensation if the professor can prove that her salary is an habitual remuneration by

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

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

means of a letter to that effect from the employer paying it. If the professor proves that only a portion of such an income is habitual, compensation applies only to that portion.

The employer who pays the habitual salary mentioned in the preceding paragraph shall provide this letter at the professor's request.

The total amounts received by a professor in RQAP or EIP benefits, compensation and salary during her maternity leave shall in no case exceed ninety-three percent (93%) of the basic weekly salary paid by the College or any other employers.

## **SECTION II – C): CASES INELIGIBLE FOR BOTH THE RQAP AND THE EIP**

### **5-6.15**

A professor who is not entitled to the benefits of the RQAP or the EIP shall also be excluded from any benefits provided for in clauses 5-6.12 and 5-6.13. However, a full-time professor who has accumulated twenty (20) weeks of service shall be entitled to a benefit equal to ninety-three per cent (93%) of her basic weekly salary, for a period of twelve (12) weeks, if she does not receive benefits from the RQAP or from a parental rights plan established by another province or territory.

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

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

### **5-6.16**

In the cases provided for in clauses 5-6.12, 5-6.13 and 5-6.15:

- a) No indemnity shall be paid during vacation periods for which the professor receives remuneration.
- b) In the case of a professor eligible for the RQAP, unless the professor 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 professor is receiving benefits from this plan. For the purposes of this paragraph, a stub or statement of benefits and information provided by the Ministère de l'Emploi et de la Solidarité Sociale in an official statement shall be considered proof.

In the case of a professor eligible for benefits under the Employment Insurance Plan, the benefit owing for the first two (2) weeks shall be paid by the College in the first two (2) weeks of the leave. Unless the professor is paid weekly, the benefit owing after that date shall be paid at 2-week intervals, the first payment being due only 15 days after the

College obtains proof that she is receiving Employment Insurance benefits. For the purposes of this paragraph, a stub or statement of benefits and information provided by Human Resource and Social Development to the College in an official statement shall be considered proof.

- c) Service shall be calculated for all public and parapublic sector employees (public service, education, health and social services), health and social services agencies, agencies for which standards and rates of remuneration are determined by law in accordance with the conditions defined by the Government (Appendix V-7), the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires, and any other agency appearing in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

Moreover, the requirement of twenty (20) weeks of service under clauses 5-6.12, 5-6.13 and 5-6.15 shall be deemed to be satisfied, if applicable, if the professor has satisfied this requirement with one or the other of the employers mentioned in this paragraph.

- d) The basic weekly salary of a part-time professor shall be her average basic weekly salary for the twenty (20) weeks preceding her maternity leave. If, during this period, the professor has received benefits based on a certain percentage of her regular salary, it is understood that her basic salary for her maternity leave shall be based on the basic salary on which such benefits were based.

In addition, any period during which a professor on special leave provided for in clause 5-6.18 is not receiving any benefits from the Commission de la santé et de la sécurité du travail du Québec (CSST) shall be excluded for the purposes of calculating her average basic weekly salary.

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

- e) The College shall cease payment of any compensation at the end of a non-tenured professor's contract. Should this professor be subsequently re-hired following the application of a job priority, the College shall resume compensation payments as of the beginning of the new contract. In this case, the weeks during which the professor received compensation and the weeks during which the professor was not employed shall be deducted from the total number of weeks provided for in clause 5-6.12, 5-6.13 or 5-6.15, as the case may be, and compensation shall then be resumed for the remaining weeks in accordance with clause 5-6.12, 5-6.13 or 5-6.15. For purposes of applying this paragraph, the duration of a contract includes vacation.

- f) Should birth or the beginning of the maternity leave happen between two (2) contracts, during a same semester or between two (2) consecutive semesters, payment of maternity benefits shall begin on the date of the beginning of the professor's second (2<sup>nd</sup>) contract. In this case, the weeks included in the period during which the professor was not employed shall be deducted from the number of weeks stated in clause 5-6.12, 5-6.13 or 5-6.15, as the may be. Maternity benefits are then paid for the remaining number of weeks in accordance with, clause 5-6.12, 5-6.13 or 5-6.15.

**5-6.17**

The maternity leave may be shorter than the duration prescribed in clause 5-6.06. If the professor returns to work within two (2) weeks following the birth of her child, she shall produce, upon the College's request, a medical certificate attesting to her ability to return to work.

**5-6.18**

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

A professor who receives the above notice shall report to work at the expiry of her maternity leave, unless the leave is extended under clause 5-6.39.

A professor who does not comply with the preceding paragraph shall be deemed to be on leave without pay for a period not exceeding four (4) weeks. At the end of this period, if the professor has not reported to work, she shall be deemed to have resigned.

**SECTION III - SPECIAL PREGNANCY AND NURSING LEAVE**

**5-6.19 Interim assignment and special leave**

A professor may request an interim assignment to another position, in the following cases:

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

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

The College, upon receiving a request for preventive withdrawal, shall notify the Union immediately, indicating the professor's name and the reasons given in support of the request.

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

If she is not immediately reassigned, the professor shall be entitled to special leave beginning immediately. Unless an interim assignment occurs subsequently to put an end to this special leave, it shall continue for the pregnant professor until her date of delivery, and for the nursing professor until the end of the nursing period. However, for professors eligible for benefits under the Act respecting parental insurance, 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 provided for in this clause, compensation is governed by the provisions of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) concerning the preventive withdrawal of pregnant or nursing workers.

However, following a written request to that effect, the College shall pay to that professor 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 at the rate of thirty percent (30%) of payable salary, for each pay period, until complete reimbursement, unless there is an agreement to the contrary between the professor and the College. However, should the professor choose to appeal the CSST's decision and ask for a revision or bring the CSST's decision before the Commission des lésions professionnelles (CLP), reimbursement shall only be payable once the CSST's final decision is rendered or that of the CLP, if such is the case.

In addition to the previous provisions, upon the professor's request, the College shall study the possibility of modifying, temporarily and without loss of any of the professor's rights, the duties or a professor a cathode-ray screen, in order to reduce work at a cathode-ray screen to a maximum of two (2) hours per half-day of work, and to assign this professor to other duties she is reasonably able to perform for the remaining time at work.

### **Other special leaves**

#### **5-6.20**

A professor shall also be entitled to special leave in the following cases:

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

In this case, the professor shall be granted a special leave with pay of no more than four (4) days. This special leave may be taken in half ( $\frac{1}{2}$ ) days.

#### **5-6.21**

During special leave granted under this section, the professor shall enjoy the benefits provided for in clause 5-6.55, provided she is normally entitled to them, and those provided for in clause 5-6.54. A professor covered by clause 5-6.20 may also avail herself of the benefits of the sick leave or salary insurance plan. In cases provided for in paragraph c) of clause 5-6.20, the professor shall first avail herself of the four (4) days mentioned in the preceding paragraph.

### **SECTION IV: OTHER PARENTAL LEAVES**

#### **5-6.22 Paternity leave**

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

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

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

#### **5-6.23 Paternity leave without pay**

Upon the birth of his/her child, a professor whose spouse delivers a child shall also be entitled to paternity leave without pay of no more than five (5) weeks which, subject to clause 5-6.25, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's birth.

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

#### **5-6.24 Extension of paternity leave without pay**

A professor who sends the College, before the expiry date of his/her paternity 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 professor shall be deemed to be on leave without pay and shall receive no allowance or benefit from the College. In this case, the professor shall be covered by clause 5-6.56.

**5-6.25 Interruption and division of paternity leave without pay**

A) **Interruption of leave**

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

B) **Division of paternity leave without pay**

In one or the other of the following cases, upon the professor's request, the paternity leave provided for in clause 5-6.23 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

1. 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.
2. If the professor 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 professor is disabled, up to a maximum of fifteen (15) weeks.
3. If the professor is on leave because of a situation covered by section 79.8<sup>1</sup> 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 professor shall be deemed to be on leave without pay and shall not receive any benefits or allowances from the College. The professor shall enjoy the benefits set out in clause 5-6.56.

**Adoption leave**

**5-6.26**

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

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

**5-6.27**

A professor 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 clause 5-6.29, shall be taken consecutively.

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<sup>1</sup> Family or parental leaves or absences



For a professor who is eligible for the RQAP, this leave shall be taken simultaneously with the period during which benefits are paid under the Act respecting parental insurance and must begin no later than the week following the start of parental benefits.

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

**5-6.28 Extension of adoption leave**

A professor 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 professor shall be deemed to be on leave without pay and shall receive no allowance or benefit from the College. In this case, the professor shall be covered by clause 5-6.56.

**5-6.29 Interruption and division of adoption leave**

A) **Interruption of adoption leave**

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

B) **Division of adoption leave**

In one or the other of the following cases, upon the professor's request, the adoption leave provided for in clause 5-6.27 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

1. 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.
2. If the professor 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 professor is disabled, up to a maximum of fifteen (15) weeks.
3. If the professor is on leave because of a situation covered by section 79.8<sup>1</sup> 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.

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<sup>1</sup> Family or parental leave or absences

During such interruption, the professor shall be deemed to be on leave without pay and shall receive no benefit or allowance from the College. The professor shall enjoy the benefits set out in clause 5-6.56.

**5-6.30**

Upon the professor's resumption of his/her interrupted or discontinuous leave under clause 5-6.29, the College shall pay the professor 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 5-6.27.

**5-6.31 Cases eligible for the RQAP or the EIP**

During the ten (10) weeks of adoption leave provided for in clause 5-6.27, the professor 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 RQAP or the EIP.

This benefit shall be based on the RQAP or EIP benefit to which the professor is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance or the Employment Insurance Plan.

However, when the professor works for more than one employer, the benefit shall be equal to the difference between one hundred per cent (100%) of the basic salary paid by the employer and the amount of the RQAP or EIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the professor shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the Act respecting parental insurance or Employment Insurance Plan.

**5-6.32**

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

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

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

**5-6.33**

In the cases provided for in clause 5-6.27:

- a) No indemnity shall be paid during vacation periods for which the professor receives remuneration.
- b) In the case of a professor eligible for the RQAP, unless the professor 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 professor is receiving benefits from this plan. For the purposes of this paragraph, a stub or statement of benefits and information provided by the Ministère de l'Emploi et de la Solidarité Sociale in an official statement shall be considered proof.

In the case of a professor 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 professor is paid weekly, the benefit payable after this date shall be paid every two (2) weeks, the first instalment to be paid fifteen (15) days after the College has received proof that the professor is receiving benefits from this plan. For the purposes of this paragraph, a stub or statement of benefits and information provided by HRSD to the College in an official statement shall be considered proof.

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

- d) The College shall cease payment of any compensation at the end of a non-tenured professor's contract. Should this professor be subsequently re-hired following the application of a job priority, the College shall resume compensation payments as of the beginning of the new contract. In this case, the weeks during which the professor received compensation and the weeks during which the professor was not employed shall be deducted from the total number of weeks provided for in clause 5-6.27, Compensation shall then be resumed for the remaining weeks of the adoption leave.
- e) Should the beginning of the adoption leave happen between two (2) contracts, during a same semester or between two (2) consecutive semesters, payment of adoption benefits shall begin on the date of the beginning of the professor's second (2<sup>nd</sup>) contract. In this case, the weeks included in the period during which the professor was not employed shall be deducted from the number of weeks to which the professor is entitled under clause 5-6.27.

**5-6.34 Cases ineligible for both the RQAP and the EIP**

A professor who is not entitled to adoption benefits under the RQAP 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 5-6.27, a benefit equal to his/her basic weekly salary.

**Leave without pay for the purposes of adoption**

**5-6.35**

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

A professor 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 RQAP benefits and the provisions of clause 5-6.27 shall apply.

During such leave, the professor shall enjoy the same benefits as those for leave without pay set out in clause 5-6.55.

**5-6.36**

If, following an adoption leave for which the professor has received benefits under clause 5-6.27 or 5-6.34, the adoption does not take place, the professor shall be deemed to have been on leave without pay in accordance with clause 5-6.35 and shall reimburse such benefit at the rate of thirty per cent (30%) of the salary payable for each pay period until the debt is paid, unless the parties agree otherwise.

**Leave without pay**

**5-6.37**

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

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

or

- 2) leave without pay for no more than two (2) years to extend a maternity leave, a paternity leave provided for in clause 5-6.22 or a 10-week adoption leave.

A professor who does not take the leave without pay may choose to take the leave unused by his/her spouse as leave without pay in accordance with the necessary formalities.

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

**5-6.38**

Subject to clause 5-5.31 and in accordance with the provisions of clause 5-5.28, the professor shall continue to participate in the basic health insurance plan. Moreover, he/she may continue to receive in applicable benefits under other insurance plans, provided he/she pays all the premiums and the master policies so allows.

**5-6.39**

When the extended maternity, paternity or adoption leave provided for in clause 5-6.37 expires, subject to article 5-4.00, the professor shall resume his/her full-time or part-time teaching load if he/she avails himself/herself of clause 5-6.40, at the beginning of the next semester or on the date that he/she has indicated upon his/her departure.

**Additional Extension**

**5-6.40**

When one of the leaves provided for in clause 5-6.06, 5-6.27, 5-6.37 or 5-6.45 expires, a tenured professor may, if he/she so desires, work half-time in his/her college for a period not exceeding two (2) consecutive years. He/she shall notify the College in writing before November 1, March 1 or June 1, as the case may be. He/she shall continue to accumulate seniority for purposes of applying and interpreting article 5-4.00 as if he/she were working full-time and he/she shall also maintain his/her tenure.

When one of the leaves provided for in clauses 5-6.06 and 5-6.27 expires, a non-tenured professor may, if he/she applies in writing at least thirty (30) days in advance, work half-time in his/her College until his/her contract expires.

At the end of his/her two (2) years of half-time work, a tenured professor may, if he/she applies in writing at least thirty (30) days in advance, work part-time for a period not exceeding two (2) years upon agreement of the College. In this case, his/her seniority for purposes of applying and interpreting article 5-4.00 shall accumulate in proportion to his/her workload and he/she shall maintain his/her tenure.

Subject to the first two paragraphs of this clause, this professor shall be considered as working part-time for the purposes of determining salary, experience and participation in fringe benefits.

**5-6.41**

A professor who avails himself/herself of the provisions of the first or the third paragraph of clause 5-6.40, shall be considered as working full-time for the purposes of applying the provisions of article 5-4.00 during the year or years he/she worked half-time or part-time.

**5-6.42**

If the professor has availed himself/herself of clause 5-6.40, he/she shall resume his/her full-time workload at the beginning of the semester following the end of his/her leave or on the date he/she indicated at the time he/she was granted leave.

**Leave for parental responsibilities**

**5-6.43**

Following written notice to the College thirty (30) working days in advance, leave without pay or part-time leave without pay of up to one (1) year shall be granted to a professor whose minor child is experiencing socioaffective development problems or who has a physical handicap or an illness requiring the professional's presence.

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

**5-6.44**

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

Days taken for this purpose shall be deducted from the professor's annual bank of sick days. If there are no days in the bank, the leave shall be without pay and without loss of seniority or experience.

**SECTION V - MISCELLANEOUS**

**5-6.45**

A professor on maternity leave who transferred to the College a bank of sick-leave days accrued under a previous collective agreement to the College shall, if she so desires, use that bank.

The provisions of clause 5-6.06 and of this clause shall not apply simultaneously.

**5-6.46**

A leave referred to in clause 5-6.23, clause 5-6.27, the first paragraph of clause 5-6.35 or the first paragraph of clause 5-6.37 shall be granted upon a written request submitted at least two (2) weeks in advance.

In the case of a leave without pay, the request shall indicate the date of return to work.

**5-6.47**

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

A professor who is so notified shall report to work at the expiry of his/her adoption leave, unless it is extended under the provisions of clause 5-6.37.

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

**5-6.48**

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

A professor who wishes to end his/her leave without pay before its scheduled expiry shall give written notice of his/her intent to return to work at least twenty-one (21) days in advance. In the case of a leave without pay exceeding fifty-two (52) weeks, such notice shall be submitted at least thirty (30) working days in advance. However, the date of return to work must coincide with the beginning of a term, unless the professor and the College agree otherwise.

**5-6.49**

While on a leave provided for in this article, the professor shall maintain his/her participation in the basic health insurance plan. However, to continue to receive benefits associated with other insurance plans, the professor must assume their total cost, provided the master policies so allow, subject to clause 5-5.31 and according to the provisions of clause 5-5.28.

**5-6.50**

A professor who has taken a maternity, paternity or adoption leave shall be entitled to paid annual vacation in proportion to the time he or she worked, that is, one-fifth (1/5) of the salary earned during that period. However, the twenty-one (21)- or twenty (20)- week period, as the case may be, provided for in clause 5-6.06, that provided for in clause 5-6.45 and the five (5)- day period provided for in clause 5-6.23 as well as the ten (10)- week period provided for in clause 5-6.27 shall be considered as time worked and paid.

**5-6.51**

The College shall try to adjust the timetable to the professor's convenience in order that she may attend prenatal courses or exercises.

**5-6.52**

Except for the leave provided for in clauses 5-6.06 and 5-6.27, a professor shall indicate the projected date of his/her return at the time of his/her request.

**5-6.53**

The time of the leave provided for in clauses 5-6.06, 5-6.27, 5-6.37 and 5-6.45 shall be calculated starting from the beginning of the maternity leave or adoption leave.

**5-6.54**

Upon return from maternity leave, paternity leave, adoption leave, adoption leave without pay, the professor shall resume his/her duties and, if applicable, his/her position, subject to the provisions of the collective agreement relating to engagement and security of employment.

**5-6.55**

During the maternity leave prescribed in clause 5-6.06 and for the first six (6) weeks of an extension provided for in clause 5-6.09, a paternity leave prescribed in clause 5-6.22 and the adoption leave prescribed in clauses 5-6.26 and 5-6.27, the professor shall be entitled to the following benefits, provided that he/she is normally entitled to them:

- life insurance and complementary salary insurance plan according to the terms and conditions prescribed in the master policies;
- health insurance: basic plan;
- health insurance: complementary plan;
- accumulation of vacation time or payment of compensatory amounts;
- accumulation of sick days;
- accumulation of seniority for the purposes of applying and interpreting article 5-4.00;
- accumulation of experience;
- accumulation of continuous service for the purpose of job security;
- the right to apply for a posted position and to obtain it in accordance with the provisions of the collective agreement as if she were at work.

The professor may postpone all or part of the annual vacation if such vacation falls during her maternity leave or either one of the leaves mentioned in the preceding paragraph and if she sends written notice to the College no later than two (2) weeks before the expiry of the leave, indicating the new vacation dates. Unless there is a written agreement with the College to the contrary, postponed vacation shall be taken immediately after the maternity leave or extension thereof prescribed in clause 5-6.09 or after the paternity or adoption leave, as the case may be, and the provisions of this clause shall apply during the postponed vacation period.

If the postponed vacation period coincides with the Christmas holidays, the latter shall be excluded from the calculation of the postponed vacation period.

The professor shall take his/her period of postponed vacation immediately after, as the case may be, a maternity leave, paternity leave or adoption leave or at another time agreed upon with the College.

During the paternity leave without pay prescribed in clause 5-6.23, the professor shall accumulate service for the purposes of vacation pay according to the terms in clause 8-2.02.



However, if a professor on maternity leave receives, for one or more weeks included in his/her vacation employment insurance benefits, an amount equal to that received shall be deducted (if this has not already been done), in equal parts, from the salary payments prescribed for the postponed vacation period.

**5-6.56**

For the purposes of calculating seniority, for the purposes of applying and interpreting article 5-4.00 and for the purposes of calculating experience, the time of the leave provided for in clauses 5-6.06, 5-6.27, 5-6.37 and 5-6.45 shall be counted as if the professor were full-time. However, in the case of paternity leave without pay prescribed in clause 5-6.23, the professor shall accumulate his/her seniority and shall maintain his/her experience during the leave, except if the total duration of the professor's leave without pay is less than or equal to 52 weeks, in which case he/she shall accumulate his/her experience.

**5-6.57**

A professor who receives premium for regional disparities this under the terms of collective agreement shall continue to receive it during maternity leave as provided in clauses 5-6.12, 5-6.13 and 5-6.15.

Notwithstanding the foregoing, the total amount of RQAP benefits, employment insurance benefits, compensation and premiums may not exceed ninety-five percent (95%) of the total of a professor's basic salary and premiums for regional disparities.

The professor on adoption leave as provided in clause 5-6.27 shall have the right to receive one hundred percent (100%) of the premium for regional disparities during such a leave.

**5-6.58**

Compensation or benefits provided for in this article for which payments began prior to a strike or lock-out shall continue to be paid during said strike or lock-out.

**5-6.59**

If it can be established before an arbitration tribunal that a non-tenured professor has taken a maternity leave or an unpaid extended maternity leave and that a College has terminated her employment, it shall be the College's responsibility to prove that the professor has been dismissed for reasons other than taking the maternity leave or the unpaid leave.

## **Article 5-7.00 - Public Office**

### **5-7.01**

A professor who puts forward his/her candidacy at a nomination meeting, or who is a candidate in a provincial, federal, municipal or school board election, shall obtain unpaid leave after giving the College reasonable advance notice in writing if his/her absence is necessary for the purposes of his/her candidacy.

### **5-7.02**

Subject to the application of article 5-4.00, a professor who runs as a candidate in an election provided for in clause 5-7.01, shall retain the right to immediately return to work in case of defeat. If he/she decides to exercise this right, he/she shall do so within fifteen (15) working days of his/her defeat.

### **5-7.03**

A professor elected as specified in clause 5-7.01, as well as a professor who is elected or appointed to a civic office other than Member of Parliament, Member of the National Assembly, mayor, city councillor or school trustee, or to a position with a government commission of inquiry, shall obtain unpaid leave for the duration of his/her term of office if this term of office requires a full-time commitment on his/her part, after giving written notice within a reasonable period after the election or appointment.

If the position requires a partial or occasional commitment on his/her part, the professor shall be entitled to be absent from work without pay occasionally and according to the requirements of his/her position, after giving the College reasonable notice in writing.

However, if these absences seriously compromise his/her teaching duties, the professor may come to an agreement with the department and the College on methods of facilitating the provision of his/her teaching duties. Nevertheless, the College may, after submitting the matter to the Labour Relations Committee (CRT), and if circumstances make it necessary, require the professor to take an unpaid leave of absence. The professor may then continue to participate in the group insurance and pension plans, provided that he/she assumes the entire cost of the plans and on condition that the plan or master policies permit it. However, participation in the basic health insurance plan is mandatory and the professor shall assume the entire cost of it.

### **5-7.04**

At the end of his/her term of office, as a result of his/her resignation or defeat or due to another circumstance, the professor shall notify the College at least fifteen (15) working days in advance regarding his/her desire to resume work on a regular basis. The professor shall then return to a position similar to the one he/she held at the time of his/her departure as soon as one is available, subject to the provisions concerning job security. As long as the professor cannot return to such a position, he/she shall be on unpaid leave of absence.

**5-7.05**

Unless specifically stipulated otherwise, a professor on leave of absence to hold a public office for a period of one semester or less shall retain the rights and benefits to which he/she is entitled during a teaching year.

**Article 5-8.00 - Statutory Holidays**

**5-8.01**

During a semester, professors shall be entitled to the holidays scheduled for the students in the school calendar. These are statutory holidays.

**5-8.02**

For the purposes of clause 5-8.01, a "semester" (fall or winter) shall mean the period from the start of student classes until the last day of student examinations, in accordance with the school calendar.

## **Article 5-9.00 - Special Leave**

### **5-9.01**

During the periods in which a professor is available to the College under the terms of the collective agreement, he/she shall be entitled, after notifying the College, to the following special leave, without loss of salary:

- a) five (5) consecutive working days for the death of his/her spouse, child or spouse's child;
- b) three (3) consecutive working days for the death of his/her father, mother, father-in-law, mother-in-law, brother or sister;
- c) the day of the funeral for the death of his/her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, or grandmother; or three (3) consecutive working days if the deceased resided at the professor's home;
- d) the day of the wedding for the marriage of his/her father, mother, son, daughter, brother, sister, half-brother or half-sister;
- e) five (5) consecutive working days, including the day of the wedding, for the professor's marriage;
- f) one day for moving, once per year;
- g) the number of days set by the College after agreement with the professor for an event of *force majeure* (disaster, fire, flood, etc.) that requires him/her to be absent from work;
- h) the number of days set by the competent medical authorities for a quarantine ordered by these authorities.

### **5-9.02**

In the cases covered by paragraphs b), c) and d) of clause 5-9.01, if the event takes place more than two hundred forty (240) kilometres from his/her residence, the professor shall be entitled to one (1) additional working day of leave.

### **5-9.03**

A professor who makes a written request or who, in cases of emergency, provides a written explanation after notifying the College, shall be entitled to an authorized absence for serious reasons, without loss of salary or rights.

### **5-9.04**

A professor who is called upon to serve on a jury or to appear as a witness in a trial in which he/she is not one of the parties shall not suffer any loss of salary or rights by doing so.

**5-9.05**

The special leave credits that a professor employed by the government at the time of his/her transfer accumulated before December 31, 1965 shall be transferred to the college. These credits may be used to extend the special leave provided for in this article by the number of days permitted under the collective agreement, without loss of salary. Only the additional days shall be deducted from the credits.

The College shall inform professors each year of the balance of their special leave credits.

**5-9.06**

A professor on a leave provided for under this article shall retain the rights and benefits to which he/she is entitled during a teaching year.

## **Article 5-10.00 - Exchanges between Colleges**

### **5-10.01**

Two (2) professors in the same discipline from two (2) different colleges may change positions with each other according to the following criteria and conditions:

- a) two (2) tenured professors are involved;
- b) the exchange lasts for a minimum of one (1) contract year and a maximum of two (2) contract years, and the beginning of the exchange coincides with the beginning of the teaching year at the College of origin;
- c) each of the professors concerned applies in writing to his/her college before the April 1 preceding the year of the exchange;
- d) each of the departments concerned expresses approval on the matter to their respective Colleges;
- e) each of the Colleges concerned agrees to the exchange in writing before May 1, after submitting the matter to the Labour Relations Committee or to a meeting between the College and the Union (RCS), where applicable.

### **5-10.02**

The professors shall be covered by the following provisions during the exchange:

- a) The professors shall maintain their employment relationship with their colleges of origin.
- b) However, for all other purposes, the professors shall be considered to be employed by the colleges they are visiting for the duration of the exchange, except when there are implications that will take effect after the exchange is over.

### **5-10.03**

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

### **5-10.04**

After submitting the matter to the Labour Relations Committee or RCS, as the case may be, a college may terminate this exchange at the end of a semester with at least one (1) month's notice.

### **5-10.05**

Once the exchange has lasted the maximum period provided for in paragraph b) of clause 5-10.01, if the professors, departments and colleges concerned are in agreement, the exchange may become permanent, provided the Labour Relations Committee or RCS, as the case may be, is also in agreement.

In this event, the professors shall be considered to have left the employ of their colleges of origin, and their rights shall thereby be transferred insofar as these rights are consistent with the provisions of the collective agreement in effect at their new colleges.



**Article 5-11.00 - Provisional Assignment of a Professor to Another Category of Personnel**

**5-11.01**

A professor having at least three (3) years' seniority or who has had a full-time workload for two (2) years within a four (4) year period may be assigned provisionally to another category of personnel, provided the professor accepts the College's offer.

**5-11.02**

The provisional assignment of a professor is limited to administrative, professional or technical duties.

**5-11.03**

The terms of the start and completion of this assignment shall be agreed upon by the professor and the College.

**5-11.04**

For the duration of his/her provisional assignment, the professor shall be subject to the working conditions applicable to the category of personnel to which he/she is assigned.

**5-11.05**

A professor may be provisionally assigned on a full-time or part-time basis and may be assigned to more than one category of personnel at a time.

**5-11.06**

At the end of his/her provisional assignment, the professor shall return to his/her former position or duties, with all his/her rights and benefits, subject to the provisions of the collective agreement regarding job security, as though he/she had never left that category of personnel.

**Article 5-12.00 - Deferred or Anticipated Salary Leave**

**5-12.01**

The deferred or anticipated salary leave plan is intended to allow a tenured professor who is not on availability to have a period of paid leave. However, the purpose of the plan is not to enable a professor to defer income tax or receive benefits upon retirement.

**5-12.02**

The deferred or anticipated salary leave plan shall consist of a period of work and period of leave.

A leave with deferred salary shall be that in which the period of leave follows the entire period of work.

A leave with anticipated salary shall be that in which the period of leave precedes part or all of the period of work.

**5-12.03**

The duration of the deferred or anticipated salary leave plan may be two (2) years, three (3) years, four (4) years or five (5) years.

The projected duration of the plan may be extended in the cases and in the manner provided for in clauses 5-12.14, 5-12.17 and 5-12.18; however, the leave shall begin no later than the expiration of a maximum period of six (6) years from the date on which the amounts begin to be deferred.

The leave may not be interrupted for any reason whatsoever, except if the leave precedes the period of work.

**5-12.04**

The duration of the period of leave may be six (6) months or twelve (12) months.

**5-12.05**

A professor who wishes to obtain a deferred or anticipated salary leave shall apply in writing to the College.

His/her application shall indicate the proposed duration of the plan and of the period of leave, as well as the proposed dates of the beginning and end of the period of leave and of the plan. A professor's return from the leave shall coincide with the start of a semester.

**5-12.06**

A College may not grant a deferred or anticipated salary leave to a professor who is disabled, on unpaid leave or on availability.

**5-12.07**

Subject to difficulties of a pedagogical nature, the College shall accept applications for participation in the deferred or anticipated salary leave plan and shall indicate approval to professors in writing.

When the College has to choose between applications for participation in the deferred or anticipated salary leave plan from a number of professors, the applications shall be accepted on a seniority basis.

**5-12.08**

At the end of the period of leave, at the end of a maternity leave that follows the period of leave, or at the end of an unpaid leave provided for in the collective agreement that follows the maternity leave or the period of leave, a professor shall return to his/her position, subject to the provisions of the collective agreement, and he/she shall remain in the employ of the College for a period at least equal to the duration of his/her period of leave.

**5-12.09**

During each of the years of participation in the deferred or anticipated salary leave plan, a professor shall receive the percentage of his/her salary prescribed in the following table, according to the duration of the plan and the duration of the leave:

<u>Period of participation in the plan</u>	2 years	3 years	4 years	5 years
<u>Duration of the leave</u>	<u>Percentage of salary</u>			
6 months	75.00%	83.33%	87.50%	90.00%
12 months			75.00%	80.00%

The salary to which the percentage is applied shall be the professor's salary as specified in the salary scale. During the period of work, a professor shall be entitled to any premium pay applicable to him/her.

During the period of leave, a professor shall only be entitled to premium pay classified as salary.

While on leave, a professor may not receive any other remuneration from the College or from any other person or company with which the College has a non-arm's length relationship, other than the amounts corresponding to the percentage of his/her salary, for the duration of the leave.

**5-12.10**

During the period of work, a professor's availability under the terms of the collective agreement and a professor's individual workload shall be the same as that which he/she would assume if he/she were not participating in the plan.

**5-12.11**

Subject to the provisions of this article, a professor shall be entitled to the benefits provided by the collective agreement to which he/she would be entitled if he/she were not participating in the plan.

**5-12.12**

For the purposes of calculating his/her retirement pension, a professor shall be credited with one (1) year of service for every year of participation in the deferred or anticipated salary leave plan. He/she shall also be credited with an average salary based on the salary he/she would have received if he/she had not participated in the deferred or anticipated salary leave plan.

A professor's contribution to a pension plan during the years of participation in the deferred or anticipated salary leave plan shall be determined according to the legislation applicable to his/her pension plan.

**5-12.13**

If a professor ceases to be employed by the College, retires or withdraws from the deferred or anticipated salary leave plan, the plan shall terminate immediately and the following procedures shall apply:

- a) If a professor has already taken the leave of absence, he/she shall repay, without interest, the amount received during the period of leave, less the amounts already deducted from his/her salary during the period of work, as applicable under clause 5-12.09.
- b) If a professor has not yet taken the leave of absence, the College shall repay, without interest, the difference between the salary he/she would have received if he/she had not participated in the plan and the salary he/she has actually received from the beginning of the plan.
- c) For the purposes of the pension plans, the rights recognized shall be those that would have existed if the professor had not participated in the deferred or anticipated salary leave plan. Thus, if the period of leave has been taken, the contributions paid during that period shall be used to compensate for the missing contributions in the years worked, with a view to closing the pension gap created. However, the professor may buy back the years of service lost, according to same terms as those regarding unpaid leave (two hundred percent (200%) RREGOP and RRCE, one hundred percent (100%) RRE and RRF). On the other hand, a professor who does not use this period of leave shall be credited with the total number of years worked if he/she pays the missing contributions. These contributions shall be deducted from the salary then owed him/her by the College.

When a professor is required to reimburse the College, he/she may reach an agreement with the College on the repayment procedures.

**5-12.14**

During the duration of the plan, a professor's total unpaid leave, for whatever reasons, with or without authorization, may not exceed twelve (12) months. If the total unpaid leave, for whatever reasons, with or without authorization, exceeds twelve (12) months, the plan shall terminate on the date the twelve (12) month limit is reached, and the terms

provided for in paragraphs a), b) or c) of clause 5-12.13 shall apply, with the necessary adjustments.

Where a professors' total unpaid leave, for whatever reasons, with or without authorization, is equal to or less than twelve (12) months, the duration of the plan shall be extended for a period equal to the total unpaid leave.

#### **5-12.15**

- a) Where a professor is placed on availability while participating in the plan, after having taken the leave, the plan shall terminate on the October 30 following his/her placement on availability, and the terms provided for in clause 5-12.13 shall apply without any loss of rights with respect to his/her pension plan. Any overpaid contributions shall not be claimable (a full year of service shall be credited for every full year of participation in the plan).
- b) Where a professor is placed on availability while on leave, the plan shall terminate on the October 30 following his/her placement on availability or at the end of the leave period if it has not yet ended, and the provisions of clause 5-12.13 shall apply without any loss of rights with respect to his/her pension plan. Any overpaid contributions shall not be claimable (a full year of service shall be credited for every full year of participation in the plan).
- c) Where a professor is placed on availability while participating in the plan but prior to the period of leave, he/she shall not take the leave, and the plan shall terminate on the October 30 following his/her placement on availability, and the provisions of clause 5-12.13 shall apply without any loss of rights with respect to his/her pension plan. Any overpaid contributions shall not be claimable (a full year of service shall be credited for every full year of participation in the plan), and any unpaid salary shall be reimbursed without being subject to contributions to the pension plan.
- d) Notwithstanding the preceding paragraphs, the plan shall remain in effect if, on October 30, a professor has a workload guaranteeing him/her a full annual salary. This provision shall be applicable to every year of the plan.
- e) Moreover, if a professor is relocated, the plan may be transferred to his/her new employer, if the latter so agrees.

#### **5-12.16**

If a professor dies while participating in the plan, the plan shall terminate on the date of his/her death, and the terms provided for in clause 5-12.13 shall apply. However, any overpayment of salary shall not be claimable, and any unpaid salary shall be reimbursed and contributions to the pension plan shall not be deducted from the amount reimbursed.

#### **5-12.17**

If a professor becomes disabled within the meaning of article 5-5.00 while participating in the plan, the following procedures shall apply:

- a) If the disability occurs during the period of leave:

The disability shall be deemed not to have existed during the period of leave, and it shall be deemed to have begun on the day prescribed by the plan for the professor's return to work at the end of the period of leave.

During his/her period of leave, the disabled professor shall be entitled to his/her salary under the terms of the plan. Beginning on the date set for his/her return to work, if he/she is still disabled, he/she shall be entitled to the salary insurance benefits provided for in the collective agreement as long as he/she is covered by the plan. Salary insurance benefits shall be based on the salary established under the plan. If he/she is still disabled at the termination of the plan, he/she shall receive salary insurance benefits based on his/her regular salary.

- b) If the disability occurs after the period of leave:

The professor's participation in the plan shall continue, and the salary insurance benefits shall be based on the salary established under the plan as long as the disability lasts. Upon the termination of the plan, a professor who is still disabled shall receive salary insurance benefits based on his/her regular salary.

- c) If the disability begins and ends prior to the period of leave:

The professor's participation in the plan shall continue, and the salary insurance benefits shall be based on the salary established under the plan as long as the disability lasts.

- d) If the disability begins prior to the period of leave and still exists on the date provided in the plan for the beginning of the period of leave:

In such a case, the professor may choose one of the following options:

- i) Continue his/her participation to the plan and postpone the period of leave to a time when he/she is no longer disabled. The professor shall be entitled to his/her salary insurance benefits based on the salary provided for under the plan. If he/she is still disabled during the last year of the plan, it may be interrupted from the beginning of the last year until the end of the disability. During this period of interruption, the professor shall be entitled to salary insurance benefits based on his/her regular salary.
- ii) Terminate the plan and receive the amounts that have not yet been paid, as well as salary insurance benefits based on his/her regular salary. Contributions to the pension plan shall be based on the amounts not yet paid.

- e) If the disability lasts for more than three (3) months:

In the cases set out in paragraphs b), c) and d) of this clause, the professor may avail him/herself of the following option, which would replace the terms provided for under the aforesaid paragraphs:

From the beginning of the fourth (4<sup>th</sup>) month of continuous disability, the plan shall be interrupted. During this period of interruption, the professor shall be entitled to salary insurance benefits based on his/her regular salary. This period of interruption shall terminate at the end of the twelfth (12<sup>th</sup>) month of continuous disability, and the plan shall resume from then on. If the professor is still disabled, his/her salary insurance benefits shall be based on the salary provided for under the plan.

- f) The periods of interruption provided for in paragraph e) and in subparagraph i) of paragraph d) of this clause shall be excluded from the plan's duration.

- g) If the disability lasts for more than two (2) years:

During the first two (2) years, the professor shall be treated as provided for above. At the end of the two (2) years, the plan shall terminate and:

- i) If the professor has already taken his/her period of leave, the overpayment of salary shall not be claimable, and there shall be no loss of pension plan rights (one (1) full year of service shall be credited for every full year of participation in the plan).
- ii) If the professor has not yet taken his/her period of leave, the unpaid salary shall be reimbursed without interest; contributions to the pension plan shall not be deducted from this amount, and the disability benefits to which he/she is entitled under the pension plan shall be payable immediately.

### **5-12.18**

In the event that the maternity leave provided for in article 5-6.00 begins before or after the period of leave, participation in the plan shall be suspended for a maximum period corresponding to the duration of the maternity leave, and the plan shall be extended for a duration equal to this leave. Unemployment insurance shall be the first payer, and the College shall make up the difference to provide a total of ninety-three percent (93%) of the regular salary.

However, if the maternity leave is taken before the period of leave, the professor may terminate the plan. She shall then receive her unpaid salary without interest, as well as the benefits provided for maternity leave. Her contributions to the pension plan shall be based on the amounts reimbursed.

**5-12.19**

Where a professor does not take his/her period of leave while the plan is in progress, the College shall pay him/her the entire amount of the deferred salary in the first (1<sup>st</sup>) tax year following the termination of the plan.



**Article 5-13.00 – Loan of Service**

**5-13.01**

A loan of service consists in an institution, other than the College, loaning the services of a consenting professor who so agrees and continues to be paid by the College, subject to the provisions of this article.

**5-13.02**

The College, the professor concerned and the institution shall agree on the period and the conditions of the loan of service. The College shall forward a signed copy of the agreement to the Union.

**5-13.03**

A professor on a loan of service shall retain all the rights and benefits provided for under the collective agreement.

**5-13.04**

Upon returning, a professor on a loan of service shall resume his/her teaching duties or position, as the case may be, subject to the provisions of the collective agreement.

**Article 5-14.00 - Unpaid leave**

**5-14.01**

In order for a professor to continue to be entitled to group insurance or pension plans benefits while on a full-time, unpaid leave provided for under the collective agreement, he/she shall assume the full cost of participation, provided that the plan or the master policies permit it. However, participation in the basic health insurance plan shall be mandatory and the professor shall assume the full cost of it.

**5-14.02**

A professor on full-time, unpaid leave shall accumulate relevant professional experience while on leave, in accordance with article 6-2.00.

**The following provisions are part of a recommendation of the Fédération des cégeps and the FAC and are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2) if agreed upon and signed by the parties.**

**5-14.03**

A full-time professor employed by the College who has at least three (3) years' seniority or who has fulfilled full-time duties at the College for two (2) years within a four (4) year period, upon written notice to the College and according to the procedure provided for in this article, shall obtain a full-time, unpaid leave of absence for the following teaching year. Such an unpaid leave may be renewed for one year only.

**5-14.04**

Such a leave may not be used to engage in employment, unless there is written authorization for such employment, and it is approved by the Labour Relations Committee (CRT).

**5-14.05**

Such notice shall be given to the College by April 15.

**5-14.06**

A professor on unpaid leave shall accumulate one (1) year of seniority during the first (1<sup>st</sup>) year of the leave.

**5-14.07**

The College shall inform the Union of any notice concerning unpaid leave.

## **Article 5-15.00 - Half-Time Leave**

### **5-15.01**

Unless there are stipulations to the contrary in the collective agreement, a professor on half-time leave shall be considered a part-time professor with respect to maternity leave, the salary insurance plan and the pension plan.

In such a case, provided that the plan so allows, a professor shall be considered a full-time professor, if he/she so wishes, for purposes of eligibility for the pension plan, and the College shall only be required to pay those contributions pertaining to the salary received. The professor shall pay the entire remaining balance of his/her contributions.

While on half-time leave, a professor shall continue to participate in the basic health insurance plan. To continue to be entitled to the benefits provided by other insurance plans, a professor shall assume the cost of those plans, provided the master policies permit it.

### **5-15.02**

During such a leave, he/she shall accumulate one half ( $\frac{1}{2}$ ) year of work experience, as well as any other relevant experience, in accordance with article 6-2.00.

**The following provisions are part of a recommendation of the Fédération des cégeps and the FAC and are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2) if agreed upon and signed by the parties.**

### **5-15.03**

A professor on half-time leave shall be a full-time professor who has at least three (3) years' seniority or who has performed full-time duties at the College for two (2) years within a four (4) year period, and who performs fifty percent (50%) of the annual workload of a full-time professor. This professor may fulfill his/her duties over one (1) or two (2) semesters during the same teaching year.

### **5-15.04**

A professor shall obtain a half-time leave from the College beginning the following semester, provided that he/she notifies the College by April 15 or October 15, depending on the semester involved, and receives written authorization from the College within ten (10) working days of either of these dates. This authorization may not be denied without reasonable grounds.

### **5-15.05**

A professor on half-time leave shall receive a half-salary, and during this leave he/she shall accumulate:

- a) one (1) year of seniority per year for the first two (2) years;
- b) one half ( $\frac{1}{2}$ ) year of seniority for each additional year.

**5-15.06**

Subject to the application of article 5-4.00, a professor who avails himself/herself of clauses 5-15.03, 5-15.04 and 5-15.05 may be reinstated in his/her teaching position or duties for the following school year, provided he/she notifies the College by April 15, unless the date of his/her return has already been agreed upon with the College.

**Article 5-16.00 - Leave for Professional activities**

**5-16.01**

Unless it is specifically stipulated otherwise, leaves for professional activities shall not alter the rights and benefits to which a professor is entitled during a teaching year under these stipulations.

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**5-16.02**

A professor shall obtain a leave by giving reasonable advance notice and after obtaining the College's authorization:

- a) To attend conferences and conventions of cultural associations, professional bodies or scientific societies.
- b) If he/she is invited to give courses or lectures on educational topics or to participate in work of an educational nature.

A professor who is granted a leave under the terms of this clause shall not suffer any reduction of salary.

**5-16.03**

A professor shall obtain a leave from the College by providing reasonable advance written notice and receiving the College's written authorization, which authorization may not be denied without reasonable grounds, if he/she is invited to be a member of a ministerial commission, a regional planning committee, a committee or commission of the Direction générale de l'enseignement collégial, or any other committee or commission of a similar nature.

A professor who takes a leave under the terms of this clause shall, under no circumstances, suffer any loss of salary. Moreover, his/her teaching load shall be adjusted or reduced accordingly. This reduction shall be absorbed by the College.

**5-16.04**

A professor may obtain unpaid leave for a maximum of two (2) years by providing reasonable advance written notice and receiving the College's written authorization in order to participate in a cooperation program with Canadian provinces or foreign countries, if such programs are officially recognized by the Government of Quebec or the Government of Canada.

**5-16.05**

A professor may obtain unpaid leave for a maximum of two (2) years by providing reasonable advance written notice and receiving the College's written authorization in order to hold an academic position outside of Quebec under a foreign aid program, an exchange program or an educational program outside Canada.

**5-16.06**

A College's authorization regarding a professor covered by clauses 5-16.04 and 5-16.05 shall specify the date of the professor's return. This date shall coincide with the date on which a semester begins.

Upon his/her return, a professor shall be assigned to the discipline in which he/she was teaching at the time of his/her departure, or to the discipline specified for him/her at the time of his/her departure, all subject to the application of article 5-4.00.

**5-16.07**

Unless it is specifically stipulated otherwise, a leave provided for under this article shall not alter the rights and benefits to which a professor is entitled during a teaching year.

**Article 5-17.00 - Civil Liability**

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**5-17.01**

The College shall undertake to protect a professor when a civil suit is filed against him/her as a result of the performance of his/her duties. The College shall undertake to provide a legal defence for the professor and shall agree not to make any claim against him/her in this regard.

Moreover, any absence necessitated by this lawsuit shall not result in any loss of salary or rights.

**5-17.02**

As soon as the legal liability of the College has been established, the College shall compensate a professor for the total or partial loss, theft or destruction of personal belongings normally used at or brought to the College, except if the professor has *shown obvious negligence*. In the event that such loss, theft or destruction is already covered by the professor's insurance policy, the compensation paid shall be equal to the actual loss suffered by the professor.

**5-17.03**

Subject to the rules determined by the College and unless the professor has *shown obvious negligence*, the College shall not require reimbursement by the professor for the theft, destruction or deterioration of materials on loan from the College in the context of teaching-related activities.

### **Article 5-18.00 - Disciplinary Action**

**The following provisions are part of a recommendation of the Fédération des cégeps and the FAC and are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2) if agreed upon and signed by the parties.**

#### **5-18.01**

The College shall not take disciplinary action against a professor without first fulfilling the following conditions:

- a) It must notify him/her in writing beforehand of the complaints against him/her two (2) times in the same teaching year regarding the same matter. The time period between the two (2) notices must allow the professor to make amends.
- b) It must submit the matter to the Labour Relations Committee, in accordance with the provisions of article 4-3.00.

#### **5-18.02**

However, notwithstanding clause 5-18.01, in exceptional cases, if a professor causes injury to the College, its members, its staff or its students, which due to its nature and seriousness necessitates immediate action:

- a) The College:
  1. Shall temporarily suspend the professor from his/her duties without loss of salary by giving him written notice that must include the reasons for his/her suspension, forwarding a copy of this notice to the Union at the same time.
  2. Shall then have five (5) working days to notify the professor in writing of its intention to take action and five (5) working days to convene the Labour Relations Committee (CRT), failing which the professor shall be reinstated without prejudice.
- b) The College and the Union shall have five (5) working days following the date set for the Labour Relations Committee (CRT) meeting to study the case.

The College shall communicate its decision in writing to the professor and to the Union within three (3) working days of the expiration of the time period specified in the preceding paragraph, failing which the professor shall be reinstated without prejudice.

The professor may be heard at the above meeting, without prejudice to his/her grievance rights.

- c) The deadlines provided for in this clause shall have precedence over the deadlines provided for in clause 4-3.07, and clause 4-3.08 shall not apply.



- d) A professor may submit his/her written resignation to the College from the point at which he/she receives the notice of suspension provided for in paragraph a) of this clause until five (5) days after the College makes its decision in accordance with paragraph b) of this clause.

**5-18.03**

The College shall communicate its decision concerning disciplinary action in writing, together with the reasons therefor, to the professor at the same time that it communicates this information to the Union. Within five (5) days of receiving this decision, the professor may submit his/her resignation in writing to the College, with a copy to the Union.

**5-18.04**

An admission signed by a professor may not be used against his/her before an arbitration tribunal, unless the admission has been signed in the presence of a representative of the Union.

**5-18.05**

In the cases provided for in clause 5-18.01, the professor may not be dismissed before his/her contract expires. If the College communicates this decision to him/her after the April 1 preceding the expiration of his/her contract, at least one (1) of the two (2) notices provided for paragraph a) of clause 5-18.01 must be based on an event occurring after that date.

**5-18.06**

The notices and comments conveyed to the professor may not be used against him/her after one (1) year has elapsed, unless he/she has been given another notice regarding a matter of a similar nature.

Moreover, any notice, unfavourable remark or incriminating document that has become obsolete within the meaning of the preceding paragraph must be removed from the file.

**5-18.07**

At any time, a professor, whether or not accompanied by a representative of the Union, may consult his/her file, which includes:

- a) The job application form.
- b) The employment contract.
- c) Any deduction authorization.
- d) Notices, admissions, unfavourable remarks and incriminating documents provided for in this article.
- e) Any application to fill a position or duties.

f) Documents concerning the professor's classification and ranking.

A professor's file may only be consulted by representatives of the parties during a meeting of the Labour Relations Committee (CRT).

**5-18.08**

A professor shall always be informed before an unfavourable remark or incriminating document is entered in his/her file. In such a case, the file must contain a note certifying that the professor has been informed of the remark. In no case may such a certification be cited against the professor as an admission.

A copy of any complaint, unfavourable remark or incriminating document placed in a professor's file shall be forwarded to the Union, unless the professor has indicated his/her opposition to it in writing within the following five (5) working days.

**5-18.09**

Any unfavourable remark or any incriminating document placed in a professor's file may be contested by the professor or the Union through the Labour Relations Committee (CRT) or through the grievance procedure.

If, following a meeting of the Labour Relations Committee (CRT), the College finds the professor's request to be well-founded, the contested item shall be removed from the file immediately. Similar action shall be taken if the decision of an arbitration tribunal upholds the professor's grievance.

**5-18.10**

At a professor's request, the file may also mention his/her participation in any committee created by the Ministère de l'Éducation or the College, as well as any professional activity carried out at the College.

A professor may also require that any favourable opinions expressed in his/her regard by the Labour Relations Committee (CRT) or by an arbitration tribunal be entered in his/her file.

**5-18.11**

A copy of the complete file shall be handed over to a professor when he/she receives a notice of dismissal. A copy of the documents set out in paragraph d) of clause 5-18.07 shall be handed over to the professor when he/she receives a notice of suspension.

**5-18.12**

If a professor files a grievance under the provisions of this article, the College must demonstrate the reasons for and merits of the disciplinary action.

**5-18.13**

The College may introduce in evidence before the arbitrator only the reasons it cited in writing at the time of the suspension, dismissal or other disciplinary action.

**5-18.14**

In all cases of suspension, dismissal or other disciplinary action for just cause, the arbitration tribunal shall have full latitude to uphold, modify or rescind such a decision by the College, and shall have the authority to establish any right or privilege in whole or in part, according to whether it upholds, modifies or dismisses this decision in whole or in part. If the board considers it appropriate to award compensation to the professor, it must take into account any salary that the professor has received in the interim. The board may order that the amounts owed to the professor bear interest at the rate set by regulation under Section 28 of the Act respecting the Ministère du Revenu (R.S.Q., c. M.-31).

**5-18.15**

If the board decides that a professor should keep his/her position, the professor shall regain all his/her rights, years of experience, fringe benefits and other benefits, as though he/she had not been subject to disciplinary action, unless the board decides otherwise.

**Article 5-19.00 - Health and Safety**

**The following provisions are part of a recommendation of the Fédération des cégeps and the FAC and are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2) if agreed upon and signed by the parties.**

**5-19.01**

In order to ensure well-being and prevent work-related accidents and illnesses, the College shall take the necessary measures to protect the health and ensure the safety and physical integrity of the professors.

**5-19.02**

The College shall undertake to provide free of charge, in its buildings, any space and devices required by municipal bylaws or internal rules or by the regulations and standards enacted under the laws concerning hygiene, health and safety.

**5-19.03**

In the event of an accident, the College shall notify the Union immediately.

**5-19.04**

Professors shall have access, during working hours, to the health services provided to the students.

**5-19.05**

The College shall provide free of charge to the professors any special clothing and equipment that it requires them to wear or that they wear based on the requirements of the regulations and standards enacted under the laws concerning hygiene, health and safety.

After submitting the matter to the Labour Relations Committee (CRT), the College shall either pay a lump sum to the professors concerned, or provide them with the following clothing:

- a) uniforms for nurses who must carry out practicums in hospital settings; these uniforms shall comply with the requirements of the hospitals providing the practicums;
- b) uniforms for professors teaching paramedical technology when so required by the institutions providing the practicums;
- c) clothing and equipment required for physical education;
- d) smocks for laboratories and workshops;
- e) special clothing for professors teaching at the Institut maritime du Québec.

**5-19.06**

The special clothing provided by the College in accordance with this article shall remain the property of the College and may be replaced only upon the return of the old clothing, except in cases of *force majeure*. It shall be up to the College to decide if a garment needs to be replaced.

**5-19.07**

The upkeep of the special clothing provided for in this article shall be paid for by College.

**5-19.08**

The College shall convene the Labour Relations Committee (CRT) according to the provisions of article 4-3.00 concerning any dispute submitted to it by the Union with regard to occupational health and safety.

**CHAPTER 6-0.00 - REMUNERATION**

**Article 6-1.00 - Salary**

**6-1.01**

For the purposes of this article, the salary of a full-time or part-time professor shall be set according to article 6-4.00 and Appendix VI-1 by experience and years of schooling as defined in articles 6-2.00 and 6-3.00. Moreover, one (1) step shall equal one (1) year of work experience.

**6-1.02**

A part-time professor shall be remunerated according to his/her schooling and experience based on his/her full-time equivalent (FTE), calculated according to the provisions of clause 8-5.09.

A part-time professor hired for a teaching load of less than one (1) semester shall be remunerated according to his/her schooling and experience, based on his/her full-time equivalent, established according to the provisions of clause 8-5.09. However, in such a case, the  $CI_t$  shall be determined in the following way:

$$CI_t = \frac{\sum \text{Individual workload (CI) actually performed in every workweek}}{15}$$

A part-time professor hired for a full sessional load during one (1) semester shall receive one-half ( $\frac{1}{2}$ ) of an annual salary.

**6-1.03**

A part-time professor's workload calculated according to Appendix I-1 shall not result in an FTE less than that resulting from the workload assigned to him/her at the beginning of the semester, unless a decrease in enrolment in the course concerned leads to a reduction in the number of teaching hours (HC).

**6-1.04**

A professor who is paid on an hourly basis for teaching duties (hourly paid professor, supplementary course, additional workload, temporary substitution) shall receive, for each course hour, the hourly rate determined in accordance with article 6-5.00 and appendix VI-1.

A professor paid on an hourly basis for practicum supervision for which no  $Ne_{jk}$  exists, when Appendix I-1 does not apply, shall be remunerated for the hours as required by the supervisory plan.

When the College posts the workload referred to in the preceding paragraph, it shall send a copy of the supervisory plan to the Union.

**6-1.05**

Subject to article 6-3.00, a professor may not be paid a salary based on a category (of schooling) other than that corresponding to the official academic certificate.

**6-1.06**

Reclassification of professors shall be done once per year. If applicable, the salary readjustment resulting from the reclassification shall take effect retroactively at the beginning of the twelfth (12<sup>th</sup>) pay period of the current contract year:

a) if, at the end of the eleventh (11<sup>th</sup>) pay period of that contract year, the professor had completed the studies required for a new evaluation of his/her years of schooling;

and

b) if he/she provided the documents required according to clause 6-3.01 before March 31 of that contract year, or later if he/she was not responsible for the delay.

**6-1.07**

The coming into force of the collective agreement shall not invalidate any official certification of a professor's schooling issued by the Minister before the collective agreement came into force.

**6-1.08**

Each day worked by a professor at the College's request during a statutory holiday covered by article 5-8.00 or during his/her vacation shall be remunerated at the rate of 1/260<sup>th</sup> of his/her annual salary.

**Article 6-2.00 - Calculation of Work Experience**

**6-2.01**

A professor shall submit to the College the documents relevant to his/her teaching and professional experience no later than thirty (30) days after the date of hiring.

One (1) year of work experience shall consist of:

- a) One (1) year of full-time teaching at an educational institution recognized by the appropriate governmental authority.
- b) Each of the first ten (10) years of relevant professional or industrial experience in a field other than teaching, as well as each additional two (2) year period. In such cases, only entire years shall be considered. However, if this experience is relevant to teaching, these years may be accumulated on the basis of a minimum of one (1) month of experience, according to the following rules:

12 months = 1 year  
52 weeks = 1 year

However, where continuous work is involved, the following rules shall apply:

10 to 12 months = 1 year  
43 to 52 weeks = 1 year

The duration of the work experience shall be calculated by subtracting the dates of the beginning and the end of employment (year-month-date).

If the experience is given in weeks, days or hours, the following rules shall apply:

39 weeks = 9 months  
26 weeks = 6 months  
13 weeks = 3 months  
4 weeks = 1 month  
21 working days = 1 month  
8 hours = 1 day

The days remaining after the preceding rules are applied shall be evaluated as follows:

5 to 11 days = 1/4 month  
12 to 18 days = 1/2 month  
19 to 24 days = 3/4 month  
25 days or more = 1 month

NB Experience that is less than one (1) month in duration shall not be subject to the application of these rules.



Relevant part-time professional or industrial experience shall be recognized, with the necessary adjustments, according to these rules.

- c) Full-time teaching under an annual contract for at least ninety (90) days, whether consecutive or not, during the same contract year.
- d) Teaching time as a part-time professor and as an hourly paid professor. This time may be accumulated to constitute one (1) year of experience, and the number required to constitute one (1) year of experience shall be the equivalent of ninety (90) days of full-time teaching. However, a professor may not begin to accumulate a new year of experience until he/she has completed the equivalent of one hundred thirty-five (135) days of full-time teaching; the experience thus acquired shall be evaluated according to the following rules:

Teaching experience acquired as a part-time or an hourly paid professor:

<u>Level</u>	<u>Days</u>	<u>Hours or Periods</u>
Elementary and secondary	90	18 x 22 = 396
	135	27 x 22 = 594
Post-secondary	90	18 x 15 = 270
	135	27 x 15 = 405
University	90	18 x 8 = 144
	135	27 x 8 = 216

- e) A teaching year in which a professor, despite one or more periods of disability, has been available for at least five (5) months.

Under no circumstances may a professor accumulate more than one (1) year of experience during the same contract year.

**6-2.02**

When a part-time professor becomes a full-time professor, his/her part-time hours shall be calculated according to the terms provided for in paragraph d) of clause 6-2.01.

**6-2.03**

Clause 6-2.01 shall not have the effect of reducing the years of experience credited to a professor employed by the College on June 30, 1998, according to the official criteria previously in effect at the College, nor of reducing the years of experience already approved by the former provincial committee on classification of college professors.

**6-2.04**

A professor on availability who has not been relocated shall be considered a full-time professor, and his/her experience shall be determined according to the provisions of clause 6-2.01.

## **Article 6-3.00 - Evaluation of Schooling**

### **6-3.01**

A professor shall provide the College with the documents relevant to his/her schooling (degrees, diplomas, certificates, transcripts, grade reports, etc.) no later than thirty (30) days from his/her date of hiring if he/she is a new professor or if he/she has been reclassified in accordance with clause 6-1.06.

Within thirty (30) days of receiving the master's degree, the College shall inform the new professor in writing of its decision regarding the recognition of his/her master's degree for remuneration purposes.

A professor who obtains a master's degree may forward it to the College at any time. Within thirty (30) days of receiving it, the College shall inform the professor in writing of its decision regarding the recognition of his/her master's degree for remuneration purposes.

In accordance with the provisions of Appendix VI-1, a master's degree shall be recognized for remuneration purposes if it is in the discipline taught or in a discipline relevant to and useful for teaching the discipline specified in the professor's contract.

### **6-3.02**

In the case of a new professor, the College shall carry out the provisional evaluation of the professor's schooling. No later than six (6) months after the professor submits the documents set out in clause 6-3.01, the College shall issue an official attestation of schooling for the professor based on the Minister's *Manuel d'évaluation de la scolarité*. Moreover, the College shall provide him/her with the references in the *Manuel d'évaluation de la scolarité* for each document relevant to his/her schooling.

Notwithstanding the preceding paragraph, if the attestation is determined on the basis of incomplete documents, the College shall re-evaluate the schooling at the professor's request, provided the professor is not responsible for the delay in producing the documents.

If a professor's situation is not covered by the *Manuel d'évaluation de la scolarité*, the College shall send a copy of the complete file to the Ministère. The Minister shall modify the *Manuel d'évaluation de la scolarité* accordingly, and the modifications shall be forwarded to each college. The College shall then issue the official attestation of schooling to the professor concerned.

### **6-3.03**

If, based on the *Manuel d'évaluation de la scolarité*, the College deems that a professor who has already received his/her official attestation of schooling can obtain an additional full year of schooling, the College shall modify the professor's schooling. His/her salary shall then be modified accordingly.

**6-3.04**

The College shall not require any reimbursement as a result of a decision to revise downward a provisional evaluation of schooling for the period prior to the first (1<sup>st</sup>) day of the month following the date on which the professor received notice of this modification.

**6-3.05**

The official attestation of schooling shall be given to the professor, with a copy to the Union. This attestation shall indicate the documents provided by the professor to support his/her request, whether relevant or not.

The official attestation of schooling shall mention, if applicable, that the professor's master's degree was recognized for remuneration purposes

The College may not revise downward an official attestation of schooling

**6-3.06**

If the official attestation of schooling credits a professor with more schooling than does the provisional evaluation, the professor's salary shall be adjusted retroactively in accordance with the provisions of clause 6-1.06, or as of the date the professor was hired.

When the College pays a professor an amount retroactively, the interest shall be calculated according to the provisions of article 9-2.00, except that the interest shall be calculated starting from the fifth (5<sup>th</sup>) month after the submission of the documents regarding the professor's request, in accordance with the College's instructions.

If the official attestation of schooling credits a professor with less schooling than does the provisional evaluation, the professor's salary shall be adjusted as of the date on which the professor receives this attestation.

**6-3.07**

Within thirty (30) days of the effective date of the collective agreement, FAC shall appoint one (1) accredited representative to interface with the Minister. The Minister shall consult this representative before adding any new rulings to the *Manuel d'évaluation de la scolarité* in force on the date on which the collective agreement comes into force.

**6-3.08**

The accredited representative shall advise the Minister regarding new rulings to be added to the *Manuel d'évaluation de la scolarité* within thirty (30) days of the consultation date (excluding the months of July and August).

**6-3.09**

A professor who believes that his/her schooling was improperly evaluated in the official attestation of schooling may file a complaint with the Provincial Professional Relations Committee (CNRP), as provided for in clause 2-2.06, within sixty (60) days of receiving the attestation (excluding the months of July and August). The Union may also file a

complaint with the CNRP within sixty (60) days (excluding the months of July and August).

A professor who contests the College's decision regarding the recognition of his/her master's degree may file a written complaint with the Comité national de relations professionnelles (CNRP), with a copy to the College and the Union.

#### **6-3.10**

A unanimous decision by the CNRP shall be forwarded to the professor, the College and the Union. In such a case, the College shall, if need be, issue a new official attestation of schooling in conformity with the CNRP's decision.

If the CNRP's decision is not unanimous:

- The complaint shall be forwarded to the Review Committee provided for in clause 6-3.11.
- A complaint regarding recognition of a professor's master's degree shall be forwarded to an arbitrator appointed by the provincial parties. The arbitrator's decision shall be final and binding. The College shall, if necessary, issue a new attestation of schooling.

#### **6-3.11**

The Review Committee shall have the following members:

- A chair appointed for the education sector.
- A representative of the employer negotiating party.
- A representative of the FAC.

Moreover, the FAC and the employer negotiating party shall each appoint at least one (1) alternate to their designated representative. Alternates may attend committee meetings, but shall not have any decision-making power. If, however, a designated representative is absent from a committee meeting and his alternate is present, the alternate shall become the designated representative for that meeting.

The decisions of the Review Committee shall be made by majority vote.

#### **6-3.12**

The member designated by FAC may file complaints with the Review Committee or make suggestions regarding the evaluation rules in the *Manuel d'évaluation de la scolarité*.

A unanimous recommendation from the Committee regarding an evaluation rule shall result in a corresponding modification to the *Manuel d'évaluation de la scolarité*.

**6-3.13**

When the Committee rules that a case submitted to it is provided for in the *Manuel d'évaluation de la scolarité*, it shall recommend that the College evaluate the schooling based on the *Manuel d'évaluation de la scolarité*. That decision shall be final and without appeal, and shall be binding on the professor, the Union and the College. The College shall then issue a new attestation in accordance with the Review Committee's recommendation.

When the Committee finds that a case is not provided for in the *Manuel d'évaluation de la scolarité*, it shall so inform the Minister.

If a request for review may be subject to an evaluation of special qualifications or a special decision concerning an evaluation rule in the *Manuel d'évaluation de la scolarité*, the Committee may send a recommendation to the College along with its decision. This recommendation shall not constitute a decision within the meaning of the first (1<sup>st</sup>) paragraph and shall not be binding on the Union, the College and the professor, unless the College implements it.

If the College's decision following the Committee's recommendation involves a change in an evaluation of a professor's schooling in terms of full years of schooling, the College shall send the professor a new official attestation of schooling. If the College's decision following the Committee's recommendation does not involve a change in the evaluation of a professor's schooling in terms of full years of schooling, the College shall so notify the professor in writing.

**6-3.14**

The fees and expenses of the chair and the clerical expenses of the Review Committee shall be paid by the Ministère. The fees and expenses of a designated member of the Review Committee shall be paid by the group that appointed him/her.

**6-3.15**

The College may not revise downward a classification already approved by one of the former provincial classification committees. An attestation issued by the Temporary Classification Committee (CTC, December 1973 agreement) shall be considered a classification by a former provincial classification committee (CPC).

As well, a College may not revise downward an official attestation already issued by the Minister.

**6-3.16**

A request for the evaluation of additional schooling may not result in a reduction in the number of years of schooling recognized prior to this request.

**6-3.17**

When schooling is the determining factor for the purposes of job security, the classification certificate issued by a former provincial classification committee, the Bureau de la reconnaissance des institutions et des études (BRIE), the Service des

relations du travail (SRT) or the Temporary Classification Committee shall prevail over the official attestation of schooling.

**6-3.18**

A professor who has a certificate issued, with or without reservations, by the Bureau de la reconnaissance des institutions et des études (BRIE) or by the Service des relations du travail (SRT) shall be considered to have received certification from a former provincial classification committee and shall be entitled to the same rights.

**Article 6-4.00 - Salary Scales for Full-time and Part-time Professors**

For the purposes of the salary scales, the expression "contract year" shall mean a twelve (12) month period determined by the College. However, the first (1<sup>st</sup>) day of such a contract year shall be between August 10 and September 1.

**6-4.01 Salary scales**

The salary scales applicable to full-time and part-time professors, as well as the provisions for their application, appear in Table A of Appendix VI-1.

**6-4.02 Period starting on the date on which the collective agreement comes into force and ending on November 30, 2006**

For the period starting on the date on which the collective agreement comes into force and ending on November 30, 2006, the salary scale in effect shall be that which appears in Table A of Appendix VI-1.

**6-4.03 Period starting on December 1, 2006 and ending on November 30, 2007**

Each salary scale in effect on November 30, 2006 shall be increased by two percent (2%), effective December 1, 2006.

**6-4.04 Period starting on December 1, 2007 and ending on November 30, 2008**

Each salary scale in effect on November 30, 2007 shall be increased by two percent (2%), effective December 1, 2007.

**6-4.05 Period starting on December 1, 2008 and ending on November 30, 2009**

Each salary scale in effect on November 30, 2008 shall be increased by two percent (2%), effective December 1, 2008.

**6-4.06 Period starting on December 1, 2009**

Each salary scale in effect on November 30, 2009 shall be increased by two percent (2%), effective December 1, 2009.

**6-4.07 Special provisions**

The date on which the increase in salary rates and scales shall be taken into account for application of the pension plans shall be December 1 of each of the following years: 2006, 2007, 2008 and 2009.

**6-4.08 Special provisions**

Notwithstanding clause 6-4.01, the salary scales applicable to the professors covered by Appendix III-3 (Collège Lionel-Groulx) shall be increased, effective January 1 rather than March 1, and effective on the June 15 preceding the contract year rather than on the first (1<sup>st</sup>) day of the contract year, as provided for in clauses 6-4.02 to 6-4.06.

**Article 6-5.00 - Salary Rates for Hourly Paid Professors**

**6-5.01 Hourly rates**

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

**6-5.02 Increases in hourly rates**

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

**6-5.03 Special provisions regarding pension plans**

The date on which the increase in salary rates and scales shall be taken into account for application of the pension plans shall be October 1 of each of the following years: 2006, 2007, 2008 and 2009.



## **Article 6-6.00 - Payment of Salary**

The following provisions are part of a recommendation of the Fédération des cégeps and the FAC and are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2) if agreed upon and signed by the parties.

### **6-6.01**

Subject to clause 3-3.02 and the provisions of the various plans (taxation, insurance, pension, etc.), a full-time professor's salary shall be payable in twenty-six (26) equal instalments every second (2<sup>nd</sup>) Thursday. A part-time or hourly paid professor's salary shall be payable every second (2<sup>nd</sup>) Thursday for the duration of his/her individual contract.

If there is an interruption in the continuity of the bi-weekly salary payments, the parties may agree on ways of compensating for such an interruption.

### **6-6.02**

If a salary payment falls on a statutory holiday, the College shall make this payment on the working day that precedes it.

### **6-6.03**

In the event of an error in pay, the College shall correct this error in the next salary payment. The College shall include a note explaining the nature of the error and the manner in which it was corrected.

### **6-6.04**

The pay stub shall contain no less than the following information:

- a) Name and surname
- b) Pay date and pay period
- c) Regular gross salary
- d) Additional remuneration
- e) Substitute pay
- f) Premiums
- g) Deduction details
- h) Net pay
- i) Personnel number, if applicable
- j) Cumulative earnings and deductions
- k) Deductions for supplementary insurance plans, if applicable

### **6-6.05**

The amount of union dues deducted must appear on the T-4 form from Revenue Canada and on the Relevé 1 form from the Ministère du revenu du Québec.

### **6-6.06**

On September 30, the College shall provide each professor with a statement of his/her bank of sick leave as of the preceding September 1.

**6-6.07**

At a professor's request, the College shall deduct at source any RRSP contributions to be deposited in a financial institution.

### **Article 6-7.00 - Travel Expenses**

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

#### **6-7.01**

In accordance with the schedule in effect at the College, the College shall pay for travel expenses between its centres d'études collégiales, its campuses and its pavilions within the same municipality in cases where a professor is normally required to teach at more than one location during the same day.

The College shall also reimburse the expenses incurred during travel authorized for the preparation of practicums.

#### **6-7.02**

In accordance with the schedule in effect at the College, the College shall also reimburse the travel, boarding and living expenses of a professor who must commute between its centres d'études collégiales, its campuses and its pavilions that are not in the same municipality. The College shall reimburse the same expenses for a professor who is required to teach in a municipality other than that in which he/she does the majority of his/her teaching.

#### **6-7.03**

The College shall undertake to reimburse the expenses of professors for participating in provincial committees set up by the Direction générale de l'enseignement collégial or established under the provisions of the collective agreement, upon presentation of an appropriate statement of accounts, according to the schedule in effect at the College.

#### **6-7.04**

For the purposes of interpreting this article, practicum settings shall be considered centres d'études collégiales, campuses or pavilions.

## **CHAPTER 7-0.00 - PROFESSIONAL DEVELOPMENT**

### **Article 7-1.00 - General Provisions**

#### **7-1.01**

For the purposes of the professional development of its professors, the College shall have available annually the sum of one hundred and seventy dollars (\$170.00) per teaching year for each full-time or FTE professor allocated under article 8-5.00.

#### **7-1.02**

The employer negotiating party shall establish a provincial professional development fund, and the amount of this fund shall be determined as follows:

Forty-five dollars (\$45.00) per teaching year,

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

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

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

#### **7-1.03**

Within the limits of its resources, the College shall provide all professors with genuine opportunities for professional development through activities, study or work useful to teaching.

#### **7-1.04**

The courses offered by the College shall be free of charge for the College's professors. However, this benefit shall not require the College to organize courses or hire additional teaching staff.

#### **7-1.05**

Upon request made no later than sixty (60) days prior to the beginning of a semester, the College shall try to arrange a professor's timetable so as to allow him/her to take courses or pursue professional development activities. This clause shall not have the effect of reducing a professor's workload.

#### **7-1.06**

The College shall respect commitments made to professors in its employ prior to the effective date of these provisions and shall allow them to complete professional development activities already in progress.

The funding entailed in these commitments shall come from the funds provided for in clauses 7-1.01 and 7-1.02 for the professional development of professors.

**Article 7-2.00 - Provisions Relating to Paid Professional Development Leave**

**7-2.01**

A paid professional development leave as provided for in the collective agreement shall not alter any of the rights and benefits to which a professor is entitled during a teaching year as provided in these stipulations.

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**7-2.02**

A professor who goes on a leave with full salary shall agree to remain in the service of the College from which he/she obtained the leave upon his/her return, for a period of three (3) years for each year of salary paid. If such a commitment is not honoured, the professor shall, upon his/her departure, reimburse one-third (1/3) of his/her salary for each year in which he/she does not honour his/her commitment.

In cases of leave with partial salary, the professor shall agree to remain in the service of the College from which he/she obtained the leave for a period of two (2) years or, upon his/her departure, to reimburse one-half (½) of the partial salary received for each year in which he/she does not honour his/her commitment.

In cases where the professional development leave is for two (2) consecutive years on a full-time basis, the commitment to remain in the service of the College from which he/she obtained the leave shall be six (6) years, and the reimbursement shall be one-sixth (1/6<sup>th</sup>) for each year in which this commitment is not honoured.

**7-2.03**

On the condition that the required documents are produced within the prescribed time, bursaries or any other form of financial aid that is granted shall be paid to the beneficiaries as follows, unless the Professional Development Committee decides otherwise:

- a) Amounts of five hundred dollars (\$500.00) or less shall be paid in equal monthly instalments, calculated according to the duration of the studies for which the aid has been granted. The first instalment shall be paid at the beginning of studies and the others at the beginning of each month.
- b) Amounts in excess of five hundred dollars (\$500.00) shall be paid as follows: thirty percent (30%) of the total amount at the beginning of studies, and the rest in equal monthly instalments, calculated according to the duration of the studies for which the aid has been granted. The payments shall be made on the first day of each month.

In cases of paid leave, the salary itself shall not be subject to the provisions of this clause and, unless otherwise agreed upon with the College, it shall be paid as prescribed in the collective agreement for a regular salary.

**7-2.04**

Each professor who is presently on paid leave for full-time studies shall continue with his/her leave. His/her obligations shall remain those required at the time he/she obtained the leave, unless this chapter provides for more advantageous conditions.

**7-2.05**

In cases of total or partial permanent or temporary disability, the College and the professor shall agree on various methods of reimbursement or debt release. These methods shall be brought to the attention of the Labour Relations Committee (CRT) and, failing agreement, the parties may avail themselves of the grievance procedure based on equity.

**7-2.06**

In cases of death or total permanent disability, the reimbursement obligation shall be waived.

**7-2.07**

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

**Article 7-3.00 - Unpaid Professional Development Leave**

**7-3.01**

Unless specifically stipulated otherwise, an unpaid professional development leave provided for in the collective agreement shall not alter any of the rights and benefits to which a professor is entitled during a teaching year as provided in these stipulations.

However, to continue to be entitled to the benefits from group insurance and other group plans, including the pension plan, a professor shall assume the full cost of them, provided this is in accordance with the provisions of the master policies and the pension plans. However, participation in the basic health insurance plan is mandatory and the professor shall assume the full cost of it.

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**7-3.02**

After giving reasonable advance notice to the College, a professor may take an unpaid professional development leave.

The conditions of departure and return for a professor who has obtained an unpaid leave shall be agreed upon between the College and the professor concerned, in accordance with the provisions of the collective agreement.

**7-3.03**

The normal duration of an unpaid professional development leave shall be at least one (1) semester and at most two (2) years, or the equivalent.

**7-3.04**

Unless specifically stipulated otherwise, a leave provided for under this article shall not alter the rights and benefits to which a professor is entitled during a teaching year.



**Article 7-4.00 - Professional Development Committee**

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**7-4.01**

The Professional Development Committee shall be a standing committee with joint representation by the parties. The College and the Union shall each appoint a maximum of three (3) representatives to this committee within thirty (30) working days of the effective date of these provisions. Each party shall subsequently appoint its representatives, preferably at the end of the teaching year.

**7-4.02**

The term of office for the representatives on the Professional Development Committee shall normally be one (1) year and shall be renewable.

**7-4.03**

The responsibilities of the Professional Development Committee shall be:

- a) to establish the professional development priorities of the College's professors in conformity with the access to equality program set up in accordance with article 2-4.00, if applicable;
- b) to define professional development programs. For the purposes of this paragraph, the programs may include, among other things, industry internships and courses offered by a body other than an educational institution;
- c) to determine the use and apportionment of the amounts provided for in clause 7-1.01 for assignment to one or another of the professional development programs, and to determine the methods of paying the amounts allocated to professors;
- d) to establish eligibility criteria;
- e) to receive professors' applications for professional development and choose among the candidates, taking the department's opinion into consideration.

**7-4.04**

An agreement between the parties shall be binding on the College, the Union and the professors.

**7-4.05**

An amount that is not allocated in a particular year, due to disagreement between the representatives of the parties, shall be transferred to the professional development budget for the following teaching year.

**7-4.06**

Each year, the Committee shall manage the professional development budget for the current teaching year and, if applicable, the professional development budget from the previous year transferred under the terms of clauses 7-4.05 and 7-4.07.

**7-4.07**

The representatives of the parties on the Committee may also agree to transfer all or part of the professional development budget from one teaching year to the next.

**7-4.08**

The Committee shall function autonomously.

**Article 7-5.00 - Reinstatement**

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**7-5.01**

A professor who is on professional development leave shall inform the College in writing of the date he/she will resume work and shall do so by March 15 if his/her return is to coincide with the beginning of the fall semester, and by November 15 if his/her return is to coincide with the beginning of the winter semester, unless the date of his/her return has already been agreed upon with the College.

**7-5.02**

Upon resuming his/her duties, a professor who has taken such a leave shall provide the College with official written certification of the studies pursued, if applicable.

## **CHAPTER 8-0.00 - ORGANIZATION OF TEACHING DUTIES**

### **Article 8-1.00 - General Provisions**

#### **8-1.01**

Under no circumstances shall a professor be required to carry out or have his/her students carry out production, construction, moving, maintenance, inventory, installation or service work. During working hours, only production work directly related to the curriculum and its objectives may be carried out. A professor shall not carry out or have others carry out any work of the same nature for personal purposes in the workplace without the College's written authorization.

#### **8-1.02**

Students' marks shall be reviewed at the College's request or following a request made to the College by a student.

The College shall forward the requests to the department co-ordinator concerned, and they shall be submitted to the Review Committee provided for in the collective agreement.

Only the professor concerned or the Review Committee may change a student's mark.

#### **8-1.03**

Course notebooks or course notes of which the professor is the author or a co-author, including those in audiovisual or computerized form, shall not be used without his/her consent.

Any use made of a work of which a professor is the author or co-author shall be subject to the provisions of Appendix V-4.

#### **8-1.04**

As far as possible, each professor shall have an individual office. This office shall be accessible to the professor on a continuous basis, subject to regulations regarding access.

A professor for whom the College cannot provide an individual office shall receive, upon request to the College, the forms required by various governments for maintaining an office at home.

## **Article 8-2.00 - Provisions Relating to Vacation**

### **8-2.01**

A regular professor shall be entitled to a paid vacation period as follows:

- a) A full-time professor shall be entitled to two (2) months of paid vacation insofar as he/she has been available within the meaning of the collective agreement for ten (10) months.
- b) A part-time professor shall be entitled to a proportion of two (2) months of paid vacation based on his/her full-time equivalent, calculated according to clause 8-5.09.
- c) A full-time or part-time professor who has not been available according to the terms of his/her contract shall only be entitled to part of the paid vacation defined in paragraphs a) or b) of this clause, as applicable, in proportion to his/her availability.

### **8-2.02**

For the purposes of applying clause 8-2.01, the leave provided for in article 5-6.00, according to the terms specified therein, the periods covered by salary insurance for a total duration not exceeding three (3) months, and any paid absence in the form of leave or time off, shall be considered service time for the professor receiving these benefits.

When the total period covered by a professor's salary insurance exceeds three (3) months, the remuneration for the professor's vacation shall be established in the following manner: one-fifth ( $1/5^{\text{th}}$ ) of the regular salary earned and one-fifth ( $1/5^{\text{th}}$ ) of the salary insurance benefits and the disability benefits paid to the professor during the teaching year by a body other than the college under the terms of a federal or provincial law.

### **8-2.03**

The salaries of full-time, part-time and hourly paid professors shall include the remuneration owed as vacation pay.

### **8-2.04**

A full-time or part-time professor who leaves the College's employ prior to the scheduled end of his/her contract shall receive, as vacation pay, one fifth ( $1/5^{\text{th}}$ ) of the total salary earned between the date of the beginning of his/her last contract and the effective date of his/her departure.

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**8-2.05**

Generally-speaking, the paid vacation period of a regular professor shall be taken between June 15 and September 1, with the exclusion of June 24 (Fête nationale du Québec).

However, when the pedagogical objectives of a course or program are such that a regular professor must teach between June 15 and September 1, the College, after consulting the Labour Relations Committee (CRT), may schedule the professor's paid vacation period at another time in the contract year.

**Article 8-3.00 - Provisions Relating to Availability**

**8-3.01**

- a) A full-time professor shall be available to the College for thirty-two-and-one-half (32½) hours per week. The usual daily availability shall be six-and-one-half (6½) hours.

A professor on availability shall not be required to be available for a period greater than that proportionate to the annual salary he/she receives, as compared to the salary determined by his/her schooling and experience.

- b) A part-time professor shall be available for a period equivalent to his/her teaching load as a proportion of a full-time load.

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**8-3.02**

A full-time professor shall be available to the College from Monday to Friday, between 8:00 a.m. and 11:00 p.m., for a minimum of one semester, unless the parties agree otherwise.

**8-3.03**

- a) When the schedule of a practicum requires it, the College may establish a professor's availability outside the timetable provided for in clause 8-3.02.
- b) When a teaching assignment requires more than six-and-one-half (6½) hours of availability per day, the College shall recognize the professor's right to a period of non-availability at another time during the week, so that his/her weekly availability does not exceed thirty-two-and-one-half (32½) hours. This period shall be determined after agreement between the College and the professor.

**8-3.04**

In the context of this article, the following requirements must be respected:

- a) A minimum of fourteen (14) hours must elapse between the end of an availability period in one day and the beginning of the next availability period.
- b) The availability period must take place within a ten (10) hour time span.

**8-3.05**

A professor shall have one-and-one-half (1½) hours for meals, unless the parties agree otherwise.

**8-3.06**

A professor shall normally perform his/her duties on College premises. He/she shall be obliged to be on the premises when his/her duties require it.

**8-3.07**

A professor who teaches in various Centres d'études collégiales, pavilions or campuses of the same College shall be entitled to a reasonable amount of time for commuting within his/her weekly period of availability. The professor shall be reimbursed for the expenses incurred in this travel according to provisions of article 6-7.00.

The College shall take into account the travelling time provided for in clause 6-7.02 in establishing a professor's workload, after submitting the matter to the Labour Relations Committee (CRT).



## **Article 8-4.00 - Teaching Duties**

### **8-4.01**

#### a) Type 1

Generally-speaking, a professor's teaching duties shall include:

- Preparation of course outlines
- Preparation of classes, labs or practicums
- Teaching of classes, labs or practicums
- Instructional adaptation
- Coaching of students
- Preparation, supervision and correction of examinations
- Revision of marks in response to student requests
- Updating of knowledge necessary to his/her work
- Participation in pedagogical days organized by the College
- Participation in departmental meetings and activities required for running the department
- Participation in program committee meetings, when required
- Student coaching activities in support centres and during student intake and integration

#### b) Type 2

A professor's teaching duties may also include:

- Departmental co-ordination
- Program co-ordination

#### c) Type 3

They may also include, insofar as the professor agrees:

- Research, particularly that related to teaching and pedagogical innovation
- Activities in technology transfer centres
- Retraining
- Technological upgrading, subject resourcing, preparation and adaptation related to authorized or projected program changes or to technological change, refreshment and expansion of knowledge, practicums or subject-related workplace activities
- Participation at the local level in program development, implementation or evaluation
- Participation in institutional development

#### **8-4.02**

Unless the parties agree otherwise, a professor shall:

- a) Personally compile the marks for each test, examination or project he/she assigns to students.
- b) Hand in the marks according to the College's technical instructions.
- c) Hand in the final marks for each course no later than five (5) working days after the end date of each semester indicated in the school calendar.

#### **8-4.03 Recognition of work time**

WHEREAS:

- a professor hired as a specialist of a discipline and acting as a teaching and learning specialist is at the heart of the pedagogical life of the College and works in partnership;
- in exercising his or her profession, a professor enjoys professional, individual and collective autonomy demonstrated, notably, by his or her freedom to choose the means (e.g. implementation of teaching strategies) he or she deems appropriate; a professor assesses the benefits and makes his or her recommendations to the College;
- professional autonomy is exercised in keeping with the existing framework and the mutual recognition of the responsibilities devolved on the professors and the College which is obliged, notably, to determine institutional orientations and priorities;
- professional autonomy allows professors to exercise professional leadership so as to enrich collective thinking and nourish the various spheres of thinking and decision making;
- the College ensures the coherency of institutional pedagogical life.

In the context of the recognition of working time of College professors, members of unions affiliated with the FAC, the provincial parties agree that, without increasing the workload of professors, without limiting the scope of Articles 4-1.00, 8-3.00, 8-4.00, 8-5.00 and 8-6.00 of the Collective Agreement in effect and without limiting the resources already approved, among others, for support centres by the colleges, the recognized working time also includes pedagogical activities and program activities prescribed in paragraphs 1 and 2 of this agreement.

As of the 2005-2006 contract year, every full-time professor shall devote 173 hours per teaching year to the activities prescribed in paragraphs 1 and 2 of this agreement from among his or her weekly 32.5 hours of availability.

1. Pedagogical activities

These include activities fostering student success, either student supervision and support activities or learning support activities.

These also include activities promoting the professional development of teachers, either pedagogical training or professional assistance.

These activities may be group or individual and may be carried out on or outside college premises.

Exceptionally, the College and the department may agree to distribute training activities to meet a specific need in a given discipline if these are presented in the form of a project and recognized by the College as having a positive effect on student success.

2. Program activities

These activities pertain to clause 4-1.03 of the collective agreement in effect and count for a maximum of 35 hours per teaching year.

These include the participation of each professor who dispenses a course or courses in a program in the meetings duly convened by the person responsible for the program or in the pedagogical days organized to this effect by the College.

On the basis of the institutional priorities determined by the College, the pedagogical activities of one or more projects shall be prepared in a department meeting in which the terms and conditions, including the development, delivery and evaluation are determined.

As part of its functions, the department meeting shall identify, weight and distribute one or several pedagogical activities that each professor shall carry out during the following teaching year. This distribution shall take into account the choice, skills and interests of each professor and shall be submitted to the College for approval. The Academic Administration shall ensure equity among the projects presented by the professors and that they comply with institutional priorities. Prior to the beginning of each regular semester, the Academic Administration shall inform a professor, in writing, of the pedagogical activities that he or she is required to perform in addition to the activities inherent to the program.

In accordance with College requirements, each professor shall prepare a qualitative report attached to the department's annual report evaluating the benefits of the pedagogical activities conferred on him or her by the College and to make his or her

recommendations. As prescribed under clause 4-1.15, this information cannot be used to evaluate the professor.

The time devoted to a pedagogical activity includes preparation, delivery, follow-up and writing of the report.

The number of hours devoted to activities for the purposes of recognizing the working time of a part-time professor absent due to a disability or a leave is calculated in proportion to his or her full-time equivalence (80 units of CI/year). The professor on a union leave is excluded from this obligation in proportion to the full-time equivalence of his or her leave.

During his or her first teaching year, for the purposes of pedagogical activities, a professor shall have the time required for his or her professional integration and participation in the pedagogical training activities recognized.

## **Article 8-5.00 - Number of Regular Professors**

### **8-5.01**

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

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

### **8-5.02**

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

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

These numbers shall include the number of professors who may, by agreement between the parties, be on leave for purposes of internal union activities.

### **8-5.03**

The number of regular, full-time or FTE professors allocated by the Ministère for type 1 teaching duties for a given college or campus for a teaching year shall be determined by applying the appropriate provisions of the funding formula to the number of students enrolled in that college or campus in each course or program offered in the regular program, or in each course in a DEC program in continuing education, except in colleges or teaching units created after the signing of the collective agreement, and shall include the number provided for in column A of Appendix I-2.

### **8-5.04**

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

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

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

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

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

#### **8-5.05**

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

#### **8-5.06**

After establishing its course or program enrolment projections, as applicable, for the following teaching year, the College shall prepare an allocation plan determining the number of professors to be allocated to each discipline, and it shall submit this plan to the Union no later than April 15.

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

#### **8-5.07**

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

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

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

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

- The accumulated surplus may be allocated without agreement between the parties as long as it represents one point seventy-five percent (1.75 %) or less of the resources allocated in the preceding year for the three (3) types of teaching duties.
- The allocation of any additional surplus shall require an agreement between the parties.

### **8-5.08**

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

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

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

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

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

### **8-5.09**

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

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

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

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

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

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

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

#### **8-5.10**

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

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

#### **8-5.11**

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

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

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

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

#### **8-5.12**

The College shall submit to the Union the plan on the allocation of professors among disciplines at a meeting of the Labour Relations Committee (CRT).

The College and the Union shall then have three (3) weeks to reach an agreement on the allocation of professors among disciplines.



**Article 8-6.00 - Calculation of a Professor's Workload**

**8-6.01**

The annual teaching load of a professor shall be expressed in terms of units, and it shall be defined according to the following requirements:

- a) A professor's annual teaching load shall be spread over two (2) semesters, the fall semester and the winter semester. However, when the pedagogical objectives of a particular course or program require it, the College may move one (1) of these two (2) semesters.

Unless the College and the Union agree otherwise, a professor's annual teaching load shall be spread over two (2) consecutive semesters.

- b) A professor's annual teaching load may be divided unevenly between the fall and winter semesters when teaching needs require it, but this unequal distribution shall not have the effect of requiring a full-time professor to carry more than fifty-five (55) units in one semester, unless the Union and the College agree otherwise.
- c) A professor's annual teaching load shall be established in accordance with Appendix I-1.

Without his/her consent, the College may not require a professor to assume a teaching load for the winter semester that would give him/her an annual teaching load of more than eighty-eight (88) units.

- d) When a professor's annual teaching load exceeds eighty-eight (88) units, this professor shall be remunerated for the extra portion of his/her workload (additional workload) in accordance with clause 6-1.04.

The number of class periods to be remunerated as additional workload shall be determined by means of the following formula:

The number of class periods remunerated as additional workload  $= \frac{CA}{3} \times 15$

where

Additional workload:  $CA = Cl_t - 88$

Total individual workload:  $Cl_t = Cl_a + Cl_h$

The full-time equivalent of a professor's additional workload shall be calculated by means of the following ratio:

Number of class periods remunerated as additional workload

**8-6.02**

The workload assigned to a professor on availability who has not been relocated shall be calculated according to Appendix I-1.

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties.**

**8-6.03**

Once the number of professors allocated to a department has been determined, the department's teaching load shall be equitably distributed among the professors in the department.

This apportionment shall be done by the department and submitted to the College for approval. It shall take into account any reduction in teaching load, if applicable.

**8-6.04**

At least forty-five (45) days before the beginning of each regular semester, the College shall inform a professor in writing of the course or courses that he/she will have to teach, except in the case of a professor who has been placed on availability and has not been relocated.

**8-6.05**

At least five (5) working days before the beginning of each semester, a professor's timetable shall be deposited in his/her mailbox.

**8-6.06**

The information provided for in clauses 8-6.05 and 8-6.06 shall be forwarded to the Union.

**8-6.07**

No later than October 31 for the fall semester and no later than March 1 for the winter semester, the College shall send the Union the details of each professor's workload. This information shall include:

the professor's designation (full-time, part-time, hourly paid);

the courses assigned to him/her;

the number of sections for each course assigned;

for each section, the number of students registered on September 20 for the fall semester and on February 15 for the winter semester;

the reductions in teaching load and the reasons for them.

## **Article 8-7.00 - Continuing Education**

### **8-7.01**

Unless there are provisions to the contrary, the collective agreement shall apply to continuing education professors, subject to the stipulations of this article.

### **8-7.02**

The College shall not be required to convene the Labour Relations Committee (CRT) in the following cases with regard to continuing education professors:

- a) measures concerning the transfer of teaching duties, agreements with other institutions and modifications to school structures; staff reductions; the total or partial closing of programs; the opening or the total or partial transfer of programs; regionalization; the introduction of institutional courses;
- b) the contractual implications resulting from the measures referred to in the preceding paragraph;
- c) a dispute concerning a professor's duties and workload;
- d) a dispute relating to transfers;
- e) a dispute concerning the assignment of continuing education courses and long-term substitution to a professor from the College.

### **8-7.03**

Unless an agreement is reached between the parties, the selection of continuing education professors shall be made in the manner determined by the College.

### **8-7.04**

When the College fills teaching duties in continuing education, it shall hire professors according to the following order of priorities:

1. A professor on availability from the College for a teaching load in his/her discipline.
2. A professor who had a full-time teaching load in continuing education in the previous year, for a teaching load in his/her discipline, provided he/she applies in writing in accordance with clause 5-1.10.
3. A non-tenured professor who has a hiring priority in the regular program, for a teaching load in his/her discipline, subject to difficulties of a pedagogical nature, provided he/she applies in writing in accordance with clause 5-1.10.
4. A non-tenured professor who has taught in continuing education in the College and who is not covered by the preceding priority, for a teaching load in his/her discipline, subject to difficulties of a pedagogical nature, for the three (3) years immediately following the expiration of his/her last contract, provided he/she applies in writing in accordance with clause 5-1.10.

If a number of professors have equal priority for the same teaching load in a discipline, the College shall hire the professor who has the most seniority for purposes of the job security provisions, or in the case of equal seniority, the professor who has the most experience, or in the case of equal experience, the professor who has the most schooling, subject to the access to equality program established under article 2-4.00, if applicable, with respect to priorities 3 and 4.

The exercise of one of these priorities shall not allow a professor to have a workload in excess of a full-time teaching load. Notwithstanding the preceding statement, obtaining such a workload may result in a professor's teaching load exceeding the maximum of 88 units of CI.

These employment priorities shall be subject to clauses 5-1.07 and 5-1.08 of the collective agreement.

Subject to the provisions of paragraph I) of clause 5-4.07 and paragraph C) of clause 5-1.03, the workload obtained by exercising one of the priorities shall be calculated in the manner provided for in clause 8-7.08.

The exercise of one of these priorities shall not have the effect of requiring the College to assign to a professor a total workload in excess of 0.6875 during one semester, calculated according to the formula in clause 8-7.08.

**8-7.05**

Unless the parties agree otherwise, Chapter 7-0.00 shall not apply to continuing education professors.

**8-7.06**

Continuing education professors shall not be counted for the purposes of clauses 7-1.01 and 7-1.02 of the collective agreement.

**8-7.07**

The grievance and arbitration procedures provided for in Chapter 9-0.00 shall apply to continuing education professors solely for the provisions of the collective agreement that are applicable to them.

**8-7.08**

The teaching load of a professor placed on availability as a result of the exercise of priority 1 shall be calculated according to Appendix I-1.

All other teaching loads in continuing education shall be paid on an hourly basis.

The total teaching load of the professor concerned shall be calculated by means of the following formula:

$$\text{Total workload} = \frac{CI}{80} + \frac{\text{Number of periods in continuing education or summer school}}{525}$$

**8-7.09**

The College may use the resources provided for in article 8-5.00 to create one or more full-time teaching loads in continuing education. Such a teaching load shall count for zero point forty-six (0.46) FTE.

The teaching load of a professor who has a full-time workload in continuing education shall be calculated according to Appendix I-1.

A professor who has a full-time workload in continuing education may substitute all or part of his/her teaching load for that of a professor teaching in the regular program, after obtaining the College's approval. The College shall inform the department.

## **Article 8-8.00 - Summer School**

### **8-8.01**

When the College fills teaching duties for summer school, it shall hire professors according to the following order of priorities:

1. A professor on availability from the College, for a teaching load in his/her discipline, when his/her duties are over after June 24, provided he/she applies within the deadlines provided for in the collective agreement.
2. A non-tenured professor from the College who has priority for teaching duties in the regular program, for a workload in his/her discipline, subject to difficulties of a pedagogical nature, provided he/she applies in writing within the deadlines provided for in the collective agreement.

If a number of candidates have equal priority for the same teaching load in a discipline, the College shall hire the candidate who has the most seniority for purposes of the job security provisions, or in the case of equal seniority, the candidate who has the most experience, or in the case of equal experience, the candidate who has the most schooling, subject to the access to equality program established under article 2-4.00, if applicable, with respect to priority 2.

The exercise of one of these priorities shall not allow a professor to have a workload in excess of a full-time teaching load. Notwithstanding the preceding statement, obtaining such a workload may result in a professor's teaching load exceeding the maximum of 88 units of CI.

Subject to the provisions of paragraph I) of clause 5-4.07 and paragraph C) of clause 5-1.03, a professor shall be hired and paid on an hourly basis.

These employment priorities are subject to clauses 5-1.07 and 5-1.08 of the collective agreement.

The teaching load of the professor concerned shall be calculated by means of the formula specified in clause 8-7.08.

## **CHAPTER 9-0.00 - GRIEVANCES AND ARBITRATION**

### **Article 9-1.00 - Grievance Procedure**

#### **9-1.01**

The intention of the parties is to endeavour to settle grievances locally as much as possible, including recourse to the Labour Relations Committee (CRT), if necessary.

#### **9-1.02**

The College and the Union shall comply with the procedures provided for in this article in order to reach a settlement as quickly as possible.

#### **9-1.03**

When filing a grievance, a professor, a group of professors or the Union shall submit the grievance to the College in writing within thirty (30) working days of becoming aware of the situation concerned, though no later than six (6) months after the event that gave rise to the grievance. However, in cases of grievances regarding sexual harassment, the deadline shall be six (6) months after the event that gave rise to the grievance.

The period of thirty (30) working days shall begin at the start of the second (2<sup>nd</sup>) month of the teaching year, or at the start of a new professor's employment at the College.

As soon as a grievance is submitted to the College, the College or the Union may request that the Labour Relations Committee (CRT) be convened in order to reach an agreement.

#### **9-1.04**

To submit a written grievance, a professor, a group of professors or the Union shall complete the appropriate form (Appendix IV-1), stating the circumstances that prompted the grievance, and mentioning, where possible and if applicable, the relevant clauses of the collective agreement and the corrective action required.

#### **9-1.05**

Upon receiving the grievance, the College shall have ten (10) working days to provide a response in writing, unless either of the parties has made use of the third (3<sup>rd</sup>) paragraph of clause 9-1.03. In the latter case, the deadline for the College's response shall be ten (10) working days after the meeting of the Labour Relations Committee (CRT).

#### **9-1.06**

A grievance may be amended after it is submitted, provided the amendment does not change the nature of the grievance.

A technical error in the filing of a grievance, including its written submission other than by means of the form specified in this article, shall not affect its validity.

**9-1.07**

The deadlines provided for in this article are mandatory and may only be modified by written agreement between the representatives of the College and the Union.

**9-1.08**

For the purposes of applying clauses 9-1.03 and 9-2.01, the deadline periods shall not advance during the professors' summer vacation period.



## **Article 9-2.00 - Arbitration Procedure**

### **9-2.01**

If the Union, a group of professors or a professor is not satisfied with the College's decision after making use of the grievance procedure provided for in article 9-1.00 and wishes to submit the grievance to arbitration, the Union, the group of professors or the professor shall notify the presiding arbitrator, whose name appears in this article, using the form provided for in Appendix IV-2, once the procedure provided for in article 9-1.00 has been exhausted and within sixty (60) working days of the expiry of the prescribed deadlines. This deadline is mandatory and may not be extended without the written consent of the parties.

### **9-2.02**

The presiding arbitrator of the arbitrator boards in the education sector shall ensure the proper functioning of the arbitration tribunal falling within this agreement in conjunction with the chief clerk.

The chief clerk shall ensure the proper functioning of the Greffe des tribunaux d'arbitrage du secteur de l'éducation.

### **9-2.03**

Upon receipt of the notice provided for in clause 9-2.01, the Records Office shall open a file, assign it a case number and send an acknowledgement indicating the case number and the date of receipt to the professor concerned, the Union and the College. As well, the Records Office shall send a copy of the notice provided for in clause 9-2.01 and a copy of the acknowledgement to the Fédération des cégeps, the union negotiating party and the Ministère.

### **9-2.04**

The provincial parties shall establish a provincial committee for the settlement of grievances and other recourses related to the application of Sections 39 and 45 of the *Labour Code*. This committee shall be composed of one (1) representative from the employer negotiating party and one (1) representative from FAC.

The Committee shall meet seven (7) times per year and shall examine the grievances referred to arbitration.

The Committee's mandate shall be to reduce the number of accumulated grievances and other recourses as much as possible and to reduce the time between the filing of a grievance and its settlement. The Committee may propose a settlement to the Union and the College; otherwise, it shall refer the grievance to the appropriate procedure.

The representatives of the provincial parties on the Committee may agree to recommend to the parties that a grievance be referred to pre-arbitration mediation or expedited arbitration.

**9-2.05**

The presiding arbitrator or the chief clerk, under the authority of the presiding arbitrator, shall, by means of written notice of at least ten (10) working days, convene the designated representatives of the Fédération des cégeps, the Ministère and the union negotiating party to a meeting in order to:

- a) prepare the monthly arbitration roll and set the time, date and place of the arbitration sessions. The sessions shall be scheduled according to the availability of the arbitrators and the provincial parties. To this end and subject to the availability of the arbitrators, the provincial parties shall mutually guarantee twenty-eight (28) days of hearings distributed as evenly as possible from September to June inclusive;
- b) appoint an arbitrator from the list provided in clause 9-2.07;
- c) for each arbitration session scheduled in paragraph a) above, make provision, if possible, for one or more grievances to be heard by the arbitrator in place of hearings that have been postponed or cancelled.

The Records Office shall then notify the arbitrator, the parties concerned, the union negotiating party, the Fédération des cégeps and the Ministère.

At this meeting, the representatives of the provincial parties shall submit a list of grievances to be added to the monthly arbitration roll at the next meeting, as well as the proposed procedure.

**9-2.06**

Within ten (10) working days of the meeting provided for in clause 9-2.05, the parties empowered to appoint an assessor and an attorney shall forward the names of these individuals to the Records Office.

**9-2.07**

Subject to the provisions of clause 9-2.08, grievances submitted to arbitration in accordance with these stipulations shall be decided upon by an arbitration tribunal made up of one (1) arbitrator chosen from among the following individuals:

BEAULIEU, Francine  
BLOUIN, Rodrigue  
BOISVERT, Marc  
CHOQUETTE, Robert  
FERLAND, Gilles  
FOISY, Claude-H.  
FORTIER, François-G.  
FORTIN, Pierre  
HAMELIN, François  
LAVOIE, Gilles  
LUSSIER, Jean-Pierre

MÉNARD, Jean-Guy, Chief Arbitrator  
MORENCY, Jean M  
MORIN, Fernand  
ST-LAURENT, Pierre  
SEXTON, Jean  
TOUSIGNANT, Lyse  
TREMBLAY, Denis  
TRUDEAU, Gilles

**9-2.08**

When preparing the arbitration roll provided for in clause 9-2.05, the provincial parties may agree to submit one or more grievances to an arbitration tribunal made up of one arbitrator and two (2) assessors appointed by the provincial parties.

When grievance arbitration proceeds according to this clause, the arbitrator shall be chosen from among the aforementioned individuals, and all the clauses of this article concerning the regular arbitration tribunal shall apply *mutatis mutandis*.

In this situation, the arbitrator may only hear cases in the presence of two (2) assessors, unless one (1) assessor, after being duly notified in writing, fails to appear at a hearing and, after being notified in writing again at least seven (7) days in advance, fails to appear a second time.

**9-2.09**

The arbitration tribunal shall proceed expeditiously with the grievance hearing. In the exceptional case of written arguments, the board shall set the mandatory time limits for presentation of the arguments. With the consent of the parties, the board may modify these time limits.

At least seven (7) days before the scheduled date, the attorneys shall exchange available information regarding legal defences and preliminary arguments they wish to present, as well as certain documentary evidence and mutual admissions.

Every arbitration hearing held under the terms of article 9-2.00 shall begin at the time set by the Records Office. The attorneys, the arbitrator and the assessors, where applicable, shall first hold a private pre-hearing conference, which normally lasts half an hour.

The purpose of the pre-hearing conference shall be to:

- Improve the arbitration process, make better use of the available time invested and accelerate hearing proceedings.
- Allow the parties to state, if they have not already done so, the legal defences and preliminary arguments they wish to use.
- Outline the dispute and identify the issues to be discussed in the course of the hearing.

- Ensure the exchange of certain documentary evidence.
- Plan the presentation of the evidence to be produced in the course of the hearing.
- Examine the admissibility of certain facts.
- Analyze any other issue that could simplify or accelerate the hearing.

When it sees fit, the arbitration tribunal may impose a formal, binding schedule regarding the hearing proceedings.

**9-2.10**

The arbitration tribunal shall rule on grievances in accordance with the law and the provisions of the collective agreement; it may not change, add to or subtract from these in any way.

**9-2.11**

Grievances submitted under clauses 5-4.07 to 5-4.12, 5-4.15 and paragraphs A) and B) of clause 5-4.17 shall have be given priority.

In such cases, the College shall receive the grievance on behalf of all the colleges, and shall be party to the grievance and the grievance and arbitration procedures until the arbitration tribunal determines which colleges, whether mentioned or not in the grievance, are parties to the dispute according to the evidence given. A College's decision to uphold or deny a grievance that involves another college shall be void and of no effect. An error by the Placement Office may not be invoked in opposition to the admissibility of a grievance or the execution of an arbitration award. When the board upholds a grievance, it shall re-establish a professor's rights and shall decide to which college the professor should report, either to remain, return, be relocated or be evaluated, as the case may be.

A relocation resulting from an arbitration award shall be postponed until the beginning of the next teaching year.

A professor may waive the execution of an arbitration award and remain in his/her current situation. He/she shall then notify the Placement Office within fifteen (15) working days of receiving the arbitration award, and the Placement Office shall inform the college(s) concerned.

The board's decision shall be binding on the professor, the Union, the college(s) concerned and the Placement Office, as the case may be.

**9-2.12**

Grievances related to an error in the calculation of remuneration or an error in the evaluation of information concerning schooling, if submitted within the prescribed time period, may be submitted at any time.

Grievances related to an error in the evaluation of information concerning experience, if submitted within the prescribed time period, shall be submitted within five (5) years of the date on which the information was produced.

If, based on the foregoing, the board upholds a grievance, the professor shall be entitled to the total amount which he/she would have received if the error in the calculation of remuneration or in the evaluation had not been made.

**9-2.13**

When the grievance involves a monetary claim, the party who filed the grievance shall not be required to establish the amount before having the arbitration tribunal rule on his/her right to this sum of money.

If the board upholds a grievance and the parties do not agree on the amount concerned, they shall submit the disagreement for a decision by simply sending a notice to the same board. The board may order that the sums owed to the professor be paid with interest at the rate set by the regulation under Section 28 of the Act respecting the Ministère du Revenu (R.S.Q., c. M-31) as of the date on which these sums were payable.

**9-2.14**

When the arbitration tribunal upholds a grievance, it shall have the general power to provide compensation to the plaintiff for harm suffered.

**9-2.15**

When there is to be more than one arbitration session for the same case, the arbitration tribunal shall set the time, date and place of the subsequent sessions and shall so inform the Records Office, which shall then inform the parties concerned, the union negotiating party, the Fédération des cégeps and the Ministère. The board shall also set the time, date and place of the deliberation sessions, if applicable. These new sessions shall be counted in the number provided for in paragraph a) of clause 9-2.05.

**9-2.16**

The sessions of the arbitration tribunal shall be public. The arbitration tribunal may, nonetheless, order sessions to be held in camera.

**9-2.17**

The arbitration tribunal shall deliver its decision within sixty (60) days of the end of the hearing, unless the representatives of the parties agree in writing, before the expiry of this deadline, to grant an additional period of a specific number of days. However, this decision shall not be nullified simply due to its delivery after the expiry of the deadline.

An arbitrator shall not be assigned to hear grievances if he/she has not delivered a decision within the specified time period, and until such time as the decision is delivered.

**9-2.18**

The decision of the arbitration tribunal shall be supported with reasons and signed.

The arbitrator shall submit two (2) signed copies of his/her decision to the Records Office.

At any time before its final decision, an arbitration tribunal may deliver any interim or interlocutory decision it considers to be fair and useful.

The decision of the board is binding on the parties and shall be carried out as soon as possible and before the expiry of any deadline specified in the decision, if applicable.

**9-2.19**

Before the arbitration tribunal declares that the representatives of the parties have confirmed that they have submitted all of their evidence, the union negotiating party, the Fédération des cégeps and the Ministère may intervene and make representations to the board that they consider appropriate and relevant.

**9-2.20**

At the request of a party, the arbitration tribunal may summon a witness. The writ of summons shall be served at least five (5) full days before the hearing.

The travel and accommodation expenses of a witness, as well as the taxes provided for in Section 100.6 of the *Labour Code*, if applicable, shall be reimbursed to the witness by the party that proposed the summons.

**9-2.21**

A party may call for the services of an official stenographer; it may also require that the arbitration tribunal hearing be recorded on videotape or otherwise. The expenses and fees resulting from this request shall be paid by the party that made the request.

A copy of the official stenographic transcript and the recording, as applicable, shall be sent to the arbitration tribunal and the other party at the expense of the party that required these services.

**9-2.22**

The fees and expenses of the arbitrator shall be assumed by the party that submitted the grievance if it is denied, by the party to which the grievance was submitted if it is upheld, or by the party who withdrew the grievance.

In cases where a grievance is upheld in part, the arbitrator shall determine the proportion of the fees and expenses to be assumed by each of the parties.

In cases where a grievance is settled, the arbitrator's fees and expenses shall be assumed equally.

In all cases, the party who requests the postponement of a hearing shall assume the fees and expenses entailed in this postponement; if it is a joint request, the fees and expenses shall be shared equally.

However, the fees and expenses of the arbitrator shall be assumed according to the rules applicable before December 16, 2005 in cases where a grievance hearing started before that date.

The fees shall be paid only after two (2) signed copies of the decision have been filed with the Records Office.

**9-2.23**

The assessors shall be remunerated and their expenses reimbursed by the party they represent.

**9-2.24**

The expenses of the Records Office and the salaries of the Records Office staff shall be the responsibility of the Ministère.

**9-2.25**

The arbitration tribunal sessions shall be held on the premises of the College, unless the parties agree otherwise.

**9-2.26**

The arbitrator shall communicate or otherwise make known any order or document issued by the arbitration tribunal or the parties to the case.

## **Article 9-3.00 - Other Grievance Procedures**

### **9-3.01 Pre-arbitration mediation**

The parties who have agreed to proceed with pre-arbitration mediation shall forward a joint notice to the Records Office. The Records Office shall then propose to the parties the name of a mediator chosen from the list provided for in clause 9-2.07. Once the parties have approved that proposal, the Records Office shall, as quickly as possible, set the date of the first mediation session.

The parties may be represented by an employee of the College or a professor representing the Union; however, a party may, after informing the other party in advance, retain an advisor.

The mediator shall try to help the parties reach a settlement. If a settlement is reached, the mediator shall take official notice thereof, record it in writing and file a copy in the Records Office. The settlement shall be binding on the parties.

The settlement terms may not be cited in the case of any other grievance, unless the grievance concerns an identical dispute between the same College and the same professors from the same union and deals with the same facts and causes.

The Records Office shall file two (2) certified copies with the Commission des relations du travail.

A mediator may not act as an arbitrator with regard to a grievance that is not settled in the pre-arbitration mediation process, unless the parties agree otherwise.

The fees and expenses of an arbitrator who is mandated to act as a mediator shall be assumed in accordance with clause 9-2.22, as though it were an arbitration mandate.

### **9-3.02 Expedited arbitration**

The parties who have agreed to refer a grievance to the expedited arbitration procedure shall forward a joint notice to the Records Office.

The Records Office shall appoint an arbitrator from the list provided for in clause 9-2.07 and shall then set the date of the hearing.

The parties may be represented by an employee of the College or a professor representing the Union; however, a party may, after informing the other party in advance, retain an advisor.

The arbitrator shall conduct an investigation, question the parties and witnesses, if need be, and deliver a decision within thirty (30) days of the hearing.

The fees and expenses of the arbitrator shall be assumed in accordance with clause 9-2.22.



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 with regard to the arbitration of any other grievance, unless this grievance concerns an identical dispute between the same College and the same professors from the same union and deals with the same facts and causes.

The provisions of articles 9-1.00 and 9-2.00 shall be applied by adapting them to this procedure, with the exception of incompatible provisions.

## **CHAPTER 10-0.00 - MISCELLANEOUS**

### **Article 10-1.00 - Miscellaneous clauses**

#### **10-1.01**

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 effective December 16, 2005 and shall come into force on that date.

Pursuant to this Act, the provisions amending the renewed 2000-2002 collective agreement shall come into force on December 16, 2005, with the exception of the provisions from Appendix 1 of the Act concerning parental rights, which shall come into force on January 1, 2006.

These stipulations and provisions shall be binding on the parties and shall have effect until March 31, 2010.

These provisions may be amended by a letter of agreement concluded between the provincial parties.

#### **10-1.02**

These provisions shall have no retroactive effect, except in cases of explicit provisions to the contrary.

#### **10-1.03**

Either one of the provincial parties may give notice to the other party of its intention to withdraw from or amend these stipulations within six (6) months of their expiration.

#### **10-1.04**

The appendices and letters of agreement attached to this collective agreement shall form an integral part of the agreement, barring stipulations to the contrary.

#### **10-1.05**

The employer negotiating party shall bear the costs of printing a document that includes the clauses referred to in clause 1-1.01, as well as the agreement reached between the Fédération des cégeps and FAC pertaining to matters included in Appendix A of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

The employer negotiating party shall also bear the costs of distributing one (1) copy of this document to each professor, one hundred (100) copies to the union negotiating party and twenty (20) copies to each union.

The employer negotiating party shall bear the costs of translating the document referred to in the first (1<sup>st</sup>) paragraph of this clause. It shall also bear the costs of printing and distributing the English version to each professor from an anglophone college.

The French version shall be the official text of these stipulations.

**10-1.06**

When a professor believes that he/she has been adversely affected by a decision of the College that modifies working conditions not defined in the collective agreement, he/she may file a grievance. It shall be the College's responsibility to prove that its decision is based on reasonable grounds.

**10-1.07**

A professor who has left the College's employ shall retain his/her right to file a grievance concerning amounts that may be owed to him/her or rights that the agreement confers upon him/her in article 5-4.00 and clause 5-1.08. This right shall be exercised in accordance with these stipulations.

**10-1.08**

Unless there are provisions to the contrary, the College shall not be required to pay any monetary supplement, in any form whatsoever, to professors governed by the collective agreement.

**10-1.09**

When the College is considering contracting a third party to perform teaching duties with respect to its students, it shall discuss the matter at the Labour Relations Committee six (6) months before this contract comes into effect, and failing agreement, it shall obtain the opinion of the department concerned. This paragraph shall not apply to contracts of this type in effect when the collective agreement came into force or to their renewal.

Moreover, such a contract or renewal shall not result in any professors being placed on availability.

**10-1.10**

These stipulations and provisions shall continue to apply, even though they have expired, until a new collective agreement comes into force.

**The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless otherwise agreed upon by the parties**

**10-1.11**

The College shall consult the Labour Relations Committee (CRT) on any question related to parking, insofar as the working conditions of the professors are thereby affected.

## **SECTION 1 - WORKLOAD**

### **APPENDIX I - 1**

#### **THE INDIVIDUAL WORKLOAD**

##### **1.0 CALCULATION OF INDIVIDUAL WORKLOAD FOR ONE SEMESTER**

###### **a) Definition**

The individual teaching load (CI) for any given semester shall be calculated on the basis of the following parameters:

$$CI = CI_p + CI_s + CI_d + CI_L + CI_f$$

where

CI<sub>p</sub>: individual teaching load (CI) comprising classroom and laboratory teaching as well as fieldwork supervision for which no Ne<sub>jk</sub> exists;

CI<sub>s</sub>: individual teaching load (CI) made up of fieldwork supervision for which an Ne<sub>jk</sub> exists;

CI<sub>d</sub>: individual teaching load (CI) made up of travelling time;

CI<sub>L</sub>: individual teaching load (CI) comprising release time;

CI<sub>f</sub>: individual teaching load (CI) associated with an assignment defined in paragraph J) of clause 5-4.07.

###### **b) Calculation of the CI<sub>p</sub>**

The individual teaching load comprising classroom and laboratory teaching as well as fieldwork supervision without an Ne<sub>jk</sub>, for a given semester, shall be based on the following parameters:

HC: The number of course periods per week assigned to a professor;

HP: The hours of preparation, that is, the number of periods in different courses per week assigned to a professor;

N<sub>1</sub>, N<sub>2</sub>,...: The number of students registered for the first (1<sup>st</sup>), second (2<sup>nd</sup>), ..., course periods assigned to a professor.

NES: The total number of different students enrolled in each course assigned to a professor per week, except for courses where the weighted time-distribution is less than three (3), where NES = 0.

For the purposes of this provision, the expression "weighted time-distribution" means the total number of teaching periods per week, comprising theory, laboratory work or workshops and fieldwork.

The individual teaching load comprising classroom and laboratory instruction as well as fieldwork supervision without  $Ne_{jk}$ , for a given semester, shall be calculated as follows, the total value being the sum of the different results shown in the last column:

HP:	_____	x 0.9	=	_____
HC:	_____	x 1.2	=	_____
N <sub>1</sub> :	_____	x 0.04	=	_____
N <sub>2</sub> :	_____	x 0.04	=	_____
N <sub>3</sub> :	_____	x 0.04	=	_____
N <sub>4</sub> :	_____	x 0.04	=	_____
N <sub>5</sub> :	_____	x 0.04	=	_____
N <sub>6</sub> :	_____	x 0.04	=	_____
.				
.				
NES:	_____	x 0.01 (if NES ≥ 75)	=	_____
NES:	( _____ -160) <sup>2</sup>	x 0.1 (if NES > 160)	=	_____
			Total =	_____

The factor "zero point nine (0.9)" used to multiply the HP parameter in the calculation of the individual teaching load comprising classroom and laboratory instruction as well as fieldwork supervision without an  $Ne_{jk}$  ( $CI_p$ ) shall be replaced by the factor "one point one (1.1)", in the case where a professor teaches three (3) different courses per week in the same semester and by the factor "one point three (1.3)", if the professor teaches four (4) different courses or more per week in the same semester.

**c) Calculation of the CI<sub>s</sub>**

The individual teaching load made up of fieldwork supervision with  $Ne_{jk}$ , for a given semester, shall be calculated as follows:

$$CI_s = \left[ \sum_{j,k} \frac{N_{ijkl}}{Ne_{jk}} \right] \times 40 \times 0.89 \times R$$

where

$N_{ijkl}$ : number of students registered in the fieldwork under a professor's supervision for which the CI is calculated;

$Ne_{jk}$ : student-professor ratio in the fieldwork under a professor's supervision for which the CI is calculated;

R: portion of weeks of fieldwork assumed by the professor.

NB

i) If only one professor teaches the entire fieldwork,  $R = 1$ .

ii) If several professors teach the same fieldwork,  $\sum R = 1$ .

**d) Calculation of the CI<sub>d</sub>**

The individual teaching load made up of the travelling time, for a given semester, shall be calculated as follows:

$$CI_d = \alpha \left[ \frac{D_1}{30} + \frac{D_2}{80} \right] \times \frac{1}{15}$$

where

$\alpha$  : conversion parameter of hours into CI units; the accepted value for this parameter is 0.5;

$D_1$ : distance covered at "slow" speed (Average speed: 30 km/hr);

$D_2$ : distance covered at "fast" speed (Average speed: 80 km/hr).

NB

- 1) Two types of travel have been considered: one defined as "slow" and the other as "fast", however, both types of travel may be combined over a particular distance.
- 2) The types of travel taken into account in the calculation of the  $CI_d$  answers to the following description:
  - i) travelling required due to the physical layout of the college (the existence of pavilions, of sub-centres or of teaching areas outside the college's main campus);
  - ii) travelling required by the supervision of fieldwork in nursing or the supervision of fieldwork for which a student-professor ratio  $Ne_{jk}$  has been determined (student-professor ratio).
- 3) Travelling carried out during class periods resulting in a reduction in actual teaching time shall not be taken into account in the calculation of the  $CI_d$ .

**e) Calculation of the  $CI_L$**

The individual teaching load associated with release time, for a given semester, shall be calculated as follows:

$$CI_L = L \times 40$$

where

L: fraction of the individual teaching load made up of release time.

**f) Calculation of the  $CI_f$**

The individual teaching load associated with an assignment defined in paragraph J) of clause 5-4.07, for a given semester, shall be calculated as follows:

$$CI_f = F \times 40$$

where

F: the percentage of assignment.

**g) Reference dates for the purposes of calculating the CI**

A professor's individual teaching load shall be calculated on the basis of data on September 20 for the fall semester and February 15 for the winter semester.

**2.0 THE YEARLY TEACHING LOAD**

The professor's teaching load for a given year is:

$$Cl_t = Cl_a + Cl_h$$

where "a" and "h" represent respectively the fall semester and the winter semester.



**APPENDIX I - 2**

**ALLOCATION IN FTE FOR EACH TYPE OF WORKLOAD**

<b>COLLEGES</b>	<b>A</b>	<b>B</b>	<b>C</b>
	TYPE 1	TYPE 2	TYPE 3
<b>Abitibi-Témiscamingue</b>			
Rouyn	5.84	1.60	2.20
Amos	0.20	1.00	0.20
Val-d'Or	0.25	1.00	0.20
<b>André-Laurendeau</b>	3.45	0.40	2.50
<b>Dawson</b>	7.50	2.20	6.00
<b>Gaspésie et des Îles</b>			
Gaspé	6.93	1.20	1.80
Carleton	2.14	1.00	0.20
Les Îles	1.95	1.00	0.20
<b>Héritage</b>	4.05	0.60	0.80
<b>Jonquière</b>	5.81	2.80	4.00
Charlevoix	0.93	1.00	0.20
<b>Lionel-Groulx</b>	4.19	1.00	2.90
<b>Rimouski</b>	6.72	2.70	4.70
IMQ	0.50	1.20	0.20
Matapédia	0.20	0.81 *	-
<b>Rivière-du-Loup</b>	2.87	1.30	1.60
<b>Rosemont</b>	3.72	1.60	2.50
<b>Sorel-Tracy</b>	2.35	0.30	1.10
<b>Valleyfield</b>	4.10	0.60	2.20
<b>Vanier</b>	9.43	1.50	4.60

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

**APPENDIX I - 3**

**LIST OF DISCIPLINES**

101	Biology
105	Scientific and Technological Culture
107	Health Sciences
109	Physical Education
110	Dental Technology
111	Dental Hygiene Technology
112	Acupuncture
120	Dietetics Technology
130	Medical Electrophysiology
140	Medical Laboratory Technology
141	Respiratory Technology and Anaesthetics
142	Radiology
144	Rehabilitation Technology
145	Natural Science Technology
147	Natural Environment Technology
152	Agriculture
153	Horticultural Technology
160	Paramedical Technology
171	Embalming and Funeral Services Technology
180	Nursing
181	Auxiliary Nursing Technology
190	Forestry Technology
201	Mathematics
202	Chemistry
203	Physics
204	Language of Mathematics and Computer Programming
205	Geology
210	Industrial Chemistry Technology
211	Plastics Technology

221	Building and Public Works Technology
222	Environmental Planning Technology
223	Energy
230	Mapping and Geodesic Technology
231	Fisheries Technology
232	Pulp and Paper Technology
233	Furniture and Woodworking Technology
235	Industrial Production
241	Mechanical Technology
242	Graphic Sciences
243	Electrical Engineering Technology
244	Physical Technology
247	Systems Technology
248	Maritime Technology
251	Textile Technology and Management
260	Water, Air and Purification Technology
262	Environmental Technology
265	Industrial Hygiene Technology
270	Metallurgical Technology
271	Mineral Technology
280	Aeronautical Technology
300	Human Sciences
305	Human Sciences (complementary)
310	Auxiliary Techniques in Justice
311	Prevention Technology
320	Geography
322	Family - Child Care Technology
330	History
332	Classics
340	Philosophy
345	Humanities
350	Psychology
351	Special Education Technology

352	Gerontological Technology
353	Basic Assistance Services
354	Leadership Training
360	Multi-disciplinary
370	Sciences of Religion
371	Christian Fellowship
381	Anthropology
383	Economics
384	Social Science Research Technology
385	Political Sciences
386	Community Planning Technology
387	Sociology
388	Social Assistance
391	Recreational Technology
393	Documentation Technology
394	Public Relations Technology
401	Administration
410	Business Administration (1)
411	Medical Archives
412	Office Management
413	Co-operatives
414	Tourism
415	Business Administration (2)
420	Electronic Data-processing
430	Hotel Technology
500	Arts
502	Arts and Letters
504	Arts and Esthetics
506	Dancing
510	Visual Arts
511	Visual Arts
520	Art History
530	Cinema

550	Music
551	Professional Music
560	Theatre
561	Professional Theatre
570	Applied Arts
571	Fashion Design
573	Arts and Crafts
574	Animated Graphics Technology
581	Graphic Communications
582	Multimedia
585	Communications (Pre-university)
589	Communications Technology
601	French (Language and Literature)
602	French (Second Language)
603	English (Language and Literature)
604	English (Second Language)
607	Spanish
608	Italian
609	German
610	Russian
611	Hebrew
612	Yiddish
613	Chinese
614	Native Languages
615	Ancient Languages
616	Arabic
617	Québec Sign Language
618	Modern Languages
620	Speech Sciences

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

**APPENDIX I - 4**

**RELATED TO THE DETERMINATION OF DISCIPLINES**

01. In applying clause 5-1.05 as well as all related clauses, clauses 5-1.04, 5-3.04, 5-4.05 and 5-4.06 (the last two clauses concerning the identification of surplus personnel in each college) and article 8-5.00, the parties agree to maintain local practices concerning the determination of disciplines.
02. However, the parties may modify the local practices concerning the determination of disciplines.
03. If local practices are maintained or an agreement to modify them has the effect of splitting up the disciplines listed in Appendix I-3, the name of the surplus professor as well as each specialization for which he/she was hired or in which he/she was teaching during the year that he/she was placed on availability shall be forwarded to the Placement Office; registration on the lists shall then be carried out in accordance with the list in Appendix I-3 and the job security provisions shall then apply accordingly. For information purposes, the Placement Office shall also indicate the specialization that the professor was teaching at the time when his/her name was registered on the list.
04. If local practices are maintained or an agreement to modify them has the effect of regrouping the disciplines listed in Appendix I-3, the name of the surplus professor shall be forwarded to the Placement Office and he/she shall be registered on the lists in each discipline for which he/she was hired or in which he/she was teaching during the year that he/she was placed on availability.

**APPENDIX I - 5**

**PAVILIONS AND SUB-CENTRES**

Within the meaning of the collective agreement, the College with pavilions is the following:

Gaspésie et des Îles: two (2) pavilions: – English  
– French

Within the meaning of the collective agreement, the College with sub-centers is the following:

Abitibi-Témiscamingue: – sous-centre de Val-d'Or  
– sous-centre d'Amos

**APPENDIX I - 6**

**LETTER OF AGREEMENT ON GUARANTEES**

The Ministère guarantees that starting with the year 2000-2001 the financial methods used in determining the number of full-time professors or its equivalent, when applied to the 1998-1999 course and program enrolment, as the case may be, shall generate, for all three (3) types of teaching duties provided for in clause 8-5.02, in the colleges and campuses, not less than eleven-thousand-five-hundred-and-seventy-nine point fifty-six (11,579.56) full-time professors or its equivalent.

Furthermore, the Ministère shall provide FAC with the available and relevant data allowing it to verify if the Ministère has allocated to the colleges and campuses affected by a program modification or implementation or network development, the necessary supplementary resources needed to prevent the modification, implementation or development from increasing the professors' workload.

Should these verifications prove that all necessary resources have not been allocated, the missing resources shall be allocated for the following teaching year.



**SECTION II - JOB SECURITY**

**APPENDIX II - 1**

**LIST OF ZONES FOR RELOCATION PURPOSES**

**COLLEGES**

**OTHER COLLEGES IN THE ZONE**

ABITIBI-TÉMISCAMINGUE

-

AHUNTSIC

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

ALMA

Jonquière

ANDRÉ-LAURENDEAU

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

BAIE-COMEAU

-

BEAUCE-APPALACHES

-

BOIS-DE-BOULOGNE

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

CARLETON

-

CHARLEVOIX

-

CHIBOUGAMAU

-

CHICOUTIMI

Jonquière

DAWSON

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

DRUMMONDVILLE

-

ÉDOUARD-MONTPETIT

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

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

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

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

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

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

**APPENDIX II - 2**

**LIST OF SECTORS FOR RELOCATION PURPOSES**

**COLLEGES**

**OTHER COLLEGES IN THE ZONE**

ABITIBI-TÉMISCAMINGUE

-

AHUNTSIC

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

ALMA

Chicoutimi, Jonquière, Saint-Félicien

ANDRÉ-LAURENDEAU

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

BAIE-COMEAU

-

BEAUCE-APPALACHES

Thetford

BOIS-DE-BOULOGNE

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

CARLETON

-

CHARLEVOIX

-

CHIBOUGAMAU

-

CHICOUTIMI

Alma, Jonquière

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

JOLIETTE	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jérôme, Saint-Lambert, Terrebonne, Trois-Rivières
JONQUIÈRE	Alma, Chicoutimi
LA POCATIÈRE	Montmagny, Rivière du Loup
L'ASSOMPTION	Édouard-Montpetit, Island of Montreal*, Joliette, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne
LENNOXVILLE	Drummondville, Granby Haute-Yamaska, Sherbrooke, Victoriaville
LÉVIS-LAUZON	Montmagny, Quebec City Region**
LIMOILOU	Montmagny, Quebec City Region**
LIONEL-GROULX	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Montmorency, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne, Valleyfield
MAISONNEUVE	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
MARIE-VICTORIN	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
MATANE	Matapédia (Matane), Matapédia (Rimouski), Rimouski
MATAPÉDIA (Matane)	Matane, Matapédia (Rimouski), Rimouski
MATAPÉDIA (Rimouski)	Matane, Matapédia (Matane), Rimouski

MONT-LAURIER	-
MONTMAGNY	La Pocatière, Quebec City Region**
MONTMORENCY	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne, Valleyfield
OUTAOUAIS	Héritage
RIMOUSKI	Matane, Matapédia (Matane), Matapédia (Rimouski), Rivière-du-Loup
RIVIÈRE-DU-LOUP	La Pocatière, Rimouski
ROSEMONT	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
SAINT-FÉLICIEN	Alma
SAINT-HYACINTHE	Drummondville, Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, L'Assomption, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Sorel-Tracy, Terrebonne, Victoriaville
SAINT-JEAN-SUR-RICHELIEU	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Lambert, Terrebonne, Valleyfield
SAINT-JÉRÔME	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Lambert, Terrebonne
SAINT-LAMBERT	Drummondville, Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield



SAINT-LAURENT	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
ST. LAWRENCE	Montmagny, Quebec City Region**
SAINTE-FOY	Montmagny, Quebec City Region**
SEPT-ÎLES	-
SHAWINIGAN	Drummondville, Trois-Rivières, Victoriaville
SHERBROOKE	Drummondville, Granby Haute-Yamaska, Lennoxville, Victoriaville
SOREL-TRACY	Drummondville, Édouard-Montpetit, Island of Montreal*, Saint-Hyacinthe, Saint-Lambert, Terrebonne, Trois-Rivières
TERREBONNE	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Valleyfield
THETFORD	Beauce-Appalaches, Victoriaville
TROIS-RIVIÈRES	Drummondville, Joliette, Shawinigan, Sorel-Tracy, Victoriaville
VALLEYFIELD	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne
VANIER	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

VICTORIAVILLE

Drummondville, Lennoxville, Thetford,  
Saint-Hyacinthe, Shawinigan, Sherbrooke,  
Trois-Rivières

VIEUX MONTRÉAL

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

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\* Island of Montreal:

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

\*\* Quebec City Region:

François-Xavier-Garneau, Lévis-Lauzon, Limoilou, Sainte-Foy  
and St. Lawrence colleges.

## **APPENDIX II - 3**

### **MOVING EXPENSES**

#### **1.01**

The provisions of this appendix shall apply to any professor who, by virtue of the job security mechanism, is subject to a relocation which involves a change in domicile.

When the distance between the former place of work and the new place of work is more than fifty (50) kilometers, the moving expenses provided for in this appendix shall apply only if the professor actually moves. The College may also authorize the reimbursement of moving expenses in other cases, after having studied the case in question.

#### **1.02**

The allowances provided for in this appendix shall be paid by the professor's College of origin, upon presentation of supporting vouchers. The College agrees to pay the authorized expenses within thirty (30) days of presenting the vouchers.

#### **1.03**

Any professor to whom a position is offered and who, by accepting such an offer, is required to move shall be entitled to be absent from his/her work:

- a) without loss of salary, for a maximum period of three (3) working days, excluding the time required for the return trip, in order to look for a new domicile. In such cases, the College shall reimburse the professor for the cost of a return trip for the professor and his/her spouse, as well as their living expenses for a period not exceeding three (3) days, in accordance with the regulations concerning travel expenses in effect at the College;
- b) without loss of salary, for a period of three (3) working days, in order to move from the old domicile into the new one. In such cases, the professor's and his family's travel and living expenses shall be reimbursed in accordance with the regulations concerning travel expenses in effect at the College.

#### **1.04**

The College shall reimburse, upon presentation of supporting vouchers, the expenses incurred for the transportation of the furniture and personal effects of the professor concerned, including packing and unpacking and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that he/she submits, in advance, at least two (2) detailed bids for the costs to be incurred.

#### **1.05**

However, the College shall not pay the cost of transporting the professor's personal vehicle, unless the location of his new residence is inaccessible by road. The cost of transporting a boat, canoe, etc., shall not be reimbursed.

**1.06**

When moving from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the College shall pay the costs of storing the professor's furniture and personal effects and those of his/her dependents for a period not to exceed two (2) months.

**1.07**

The College shall pay a moving allowance of seven hundred and fifty dollars (\$750.00) to any professor who is transferred, in compensation for incidental moving expenses (carpets, draperies, disconnecting and installing electrical appliances, cleaning, babysitting fees, etc), unless said professor is assigned to a location where complete facilities are placed at his/her disposal by the new College.

**1.08**

The College shall pay the equivalent of a month's rent to the professor who must abandon a dwelling without a written lease. If there is a lease, the College shall reimburse, for a maximum of three (3) month's rent, the professor who must break his lease if and when the landlord demands compensation. In both cases, the professor shall attest that the landlord's request is well-founded and produce supporting vouchers.

**1.09**

If the professor chooses to sublet his/her dwelling himself/herself, reasonable costs for advertising the sublet shall be assumed by the College.

**1.10**

a) The College shall pay the professor who must sell his/her house (main residence) the real estate agent's fees, upon presentation of the following documents:

- the contract with the real estate agent immediately after its signature;
- the sales contract;
- the real estate agent's fees.

b) The College shall pay the cost of notarized deeds to the professor who has sold his/her house because of his/her relocation and who purchases a new one in order to set up residence at his/her new posting.

**1.11**

When the house of the relocated professor is not sold by the time he/she must assume his/her obligations regarding his/her new place of residence, even though it has been put up for sale at a reasonable price, the costs of keeping the unsold house shall not be reimbursed but, in this case, the College shall reimburse the following expenses upon production of supporting vouchers, for a period not exceeding three (3) months:

- a) municipal and school taxes;
- b) the interest on the mortgage;

c) the cost of the insurance premium.

**1.12**

When the move from one domicile to another cannot take place directly due to uncontrollable reasons, other than the construction of a new residence, the College shall reimburse the professor for living expenses of himself/herself and his/her family in accordance with the regulations concerning travel expenses in effect at the new College, for a period not exceeding two (2) weeks.

**1.13**

If the move is delayed with the authorization of the College and if the professor's family is not relocated immediately, the College shall assume the professor's transportation expenses to visit his/her family every two (2) weeks, if the distance to be covered is equal to or less than a five hundred (500) kilometers return trip, and once a month if the return distance to be covered exceeds five hundred (500) kilometers but does not exceed a maximum of one thousand six hundred (1600) kilometers return trip.

**1.14**

In the case where a relocated professor chooses not to sell his/her house (principal residence), he/she may benefit from the provisions of this clause. In order to avoid a double financial burden for the professor-owner due to the fact that his/her principal residence is not rented at the time he/she assumes his/her new accommodation obligations in the new location, the College shall pay him/her, for the period in which his/her house is not rented, the amount of his/her new rent, up to a maximum of three (3) months, upon presentation of supporting vouchers. Moreover, the College shall reimburse him/her for the reasonable advertising costs and the costs of no more than two (2) trips incurred for the renting of his/her house, upon presentation of supporting vouchers and in accordance with the regulations concerning travel expenses in effect at the College.

**APPENDIX II - 4**

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

- **clause 5-4.08 b)**  
**and**
- **clause 5-4.17 A), priorities 25 and 26**

SURNAME: \_\_\_\_\_

GIVEN NAME: \_\_\_\_\_

FULL-TIME PROFESSOR:

COLLEGE OF ORIGIN: \_\_\_\_\_

CONTRACT YEAR: \_\_\_\_\_

DISCIPLINE: \_\_\_\_\_

POSITION APPLIED FOR: \_\_\_\_\_

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

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

**APPENDIX II - 5**

**CALCULATING SENIORITY FOR RELOCATION PURPOSES**

In order to ensure that the seniority of all Quebec CEGEP professors is calculated on the same basis for relocation purposes, the following provisions apply:

1. In order to convert hours into years of seniority, if applicable, for the purposes of article 5-4.00, the Placement Office shall use the following rule: 525 teaching periods are worth one (1) year of seniority.
2. If it is necessary to determine whether the professor covered by the FAC collective agreement, the professor by the FEC agreement or the professor by the FNEEQ agreement has more seniority for relocation purposes under article 5-4.00, the Placement Office shall recalculate the seniority of the professors so as to ensure that only the seniority that can be recognized under the terms of the FAC, the FEC and the FNEEQ agreements is counted.
3. Once a professor is relocated to a College, his/her seniority shall be established by the new College in accordance with the rules in force in that College.

**APPENDIX II - 6**

**DECLARATION OF EMPLOYMENT FORM**

DECLARATION OF EMPLOYMENT
This form must be completed so that your application may be considered. <b>(Before proceeding, please read the last page)</b>

College: _____
Discipline: _____ Semester: _____

<b><u>APPLICANT IDENTIFICATION</u></b>
Surname: _____ Given Name: _____
Social Insurance Number : <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> - <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

<b><u>CURRENT JOB SITUATION</u></b>
To be completed after having answered, if need be, the questions pertaining to "professional activities".
With reference to your "main professional activity" and the definition of "full-time employment" or again your combined professional activities equivalent to a "full-time employment", check one of the following statements:
<ul style="list-style-type: none"><li>• I hold two jobs <input type="checkbox"/></li><li>• I do not hold two jobs <input type="checkbox"/></li></ul>
Any false declaration pertaining to information used in establishing your employment status may lead to your dismissal.
I hereby authorize the College to proceed with the necessary checks in order to establish my employment status (all information shall be treated with confidentiality).
Applicant's signature: _____
Date: _____



**MAIN PROFESSIONAL ACTIVITY**

As you hand in your application, do you intend to carry out a "main professional activity" while simultaneously holding another teaching load ?

No   
Yes

Please refer to the section on "job situation".  
Please answer the following questions.

Name of your current employer: \_\_\_\_\_

Address of your current employer: \_\_\_\_\_

Name of your immediate superior: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Title and brief description of your current functions: \_\_\_\_\_

Average number of hours per week: \_\_\_\_\_

**OTHER PROFESSIONAL ACTIVITIES**

Name of your current employer: \_\_\_\_\_

Address of your current employer: \_\_\_\_\_

Name of your immediate superior: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Title and brief description of your current functions: \_\_\_\_\_

Average number of hours per week: \_\_\_\_\_

**OTHER PROFESSIONAL ACTIVITIES**

Name of your current employer: \_\_\_\_\_

Address of your current employer: \_\_\_\_\_

Name of your immediate superior: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Title and brief description of your current functions: \_\_\_\_\_

\_\_\_\_\_

Average number of hours per week: \_\_\_\_\_

Name of your current employer: \_\_\_\_\_

Address of your current employer: \_\_\_\_\_

Name of your immediate superior: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Title and brief description of your current functions: \_\_\_\_\_

\_\_\_\_\_

Average number of hours per week: \_\_\_\_\_

Name of your current employer: \_\_\_\_\_

Address of your current employer: \_\_\_\_\_

Name of your immediate superior: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Title and brief description of your current functions: \_\_\_\_\_

\_\_\_\_\_

Average number of hours per week: \_\_\_\_\_

Any false declaration pertaining to information used in establishing your employment status may lead to your dismissal.

Any person who, on the date of his/her application, is covered by the following definitions, shall declare himself/herself to be in a situation equivalent to having double full-time employment in the section on "present job situation".

A "professional activity" means a remunerated activity conducted:

- for an employer
- or as a professional
- or as an employee in one's own business or commercial establishment
- or as self-employed
- or as a contractor
- or in any other capacity

This professional activity becomes a "main professional activity" when it represents, for the applicant, the most important of his/her professional activities on the date of his/her job application.

A person who, by exercising his/her main professional activity or by his/her combined professional activities (main activity or otherwise) is considered as having "full-time employment":

- a) does full-time remunerated work where the required number of weekly or monthly hours corresponds to the number of hours done by persons having similar full-time work with regard to what is generally expected in that field of work;
- b) while holding full-time employment is on paid leave of absence;
- c) while holding full-time employment is on availability, with pay.

**SECTION III - APPENDICES APPLICABLE TO CERTAIN COLLEGES**

**APPENDIX III - 1**

**APPENDIX PERTAINING TO THE INSTITUT MARITIME DU QUÉBEC**

01. This appendix defines certain special working conditions for professors teaching at the Institut maritime du Québec.
02. A professor who, for the major portion of his/her workload, teaches in a specialized field in maritime technology and who holds one of the marine certificates listed below or who has what the College considers to be an equivalent training, shall receive a premium equal to 15% of the salary to which he/she is entitled under the terms of the salary scales provided for in the collective agreement, because of his/her special working conditions. This premium shall be paid at the same time as the regular salary and according to the same criteria. It shall be considered to be part of said salary.

**MARINE CERTIFICATES**

Navigation:

- extra master
- captain (long course)
- ocean navigator I (O.N. 1)
- coastal navigation captain

Radio Communications and Maritime Electronics:

- general marine radio communications certificate
- 1<sup>st</sup> class marine radio communications certificate

Marine engineering:

- extra chief
- engineer 1<sup>st</sup> class
- engineer 2<sup>nd</sup> class

03. The regular professor's teaching load, at the Institut maritime du Québec, in the program offered to students enrolled in Maritime Technology (248.00) and in the Radio Communications and Maritime Electronics (900.16) program, are subject to the following restrictions:
  - a) the professor's average number of teaching periods per week for a given year shall not exceed sixteen (16) periods;

- b) the professor's average number of PES (student periods per week) for a given year shall not exceed three hundred and twenty (320).

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

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

<b>Step</b> <sup>(1)</sup>	<b>Salary until</b> <b>2006-11-30</b>	<b>Salary from</b> <b>2006-12-01</b> <b>to</b> <b>2007-11-30</b>	<b>Salary from</b> <b>2007-12-01</b> <b>to</b> <b>2008-11-30</b>	<b>Salary from</b> <b>2008-12-01</b> <b>to</b> <b>2009-11-30</b>	<b>Salary</b> <b>commencing</b> <b>2009-12-01</b>
<b>1</b>	38 749	39 524	40 314	41 121	41 943
<b>2</b>	40 187	40 991	41 811	42 647	43 500
<b>3</b>	41 625	42 458	43 307	44 173	45 056
<b>4</b>	43 280	44 146	45 029	45 930	46 849
<b>5</b>	45 001	45 901	46 819	47 755	48 711
<b>6</b>	46 790	47 726	48 681	49 655	50 648
<b>7</b>	48 689	49 663	50 656	51 670	52 703
<b>8</b>	50 704	51 718	52 752	53 806	54 883
<b>9</b>	52 801	53 857	54 934	56 033	57 153
<b>10</b>	54 985	56 084	57 206	58 350	59 517
<b>11</b>	57 261	58 406	59 575	60 766	61 982
<b>12</b>	59 632	60 825	62 041	63 282	64 548
<b>13</b>	62 100	63 342	64 609	65 902	67 220
<b>14</b>	64 663	65 957	67 276	68 622	69 994
<b>15</b>	67 341	68 687	70 061	71 462	72 892
<b>16</b>	70 129	71 532	72 963	74 422	75 910
<b>17</b>	73 056	74 518	76 008	77 528	79 079
<b>18</b> <sup>(2-3)</sup>	74 811	76 307	77 833	79 390	80 978
<b>19</b> <sup>(3)</sup>	76 608	78 140	79 703	81 297	82 923
<b>20</b> <sup>(3)</sup>	78 448	80 017	81 618	83 250	84 915

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

**APPENDIX III - 2**

**APPENDIX PERTAINING TO COLLÈGE DE L'ABITIBI-TÉMISCAMINGUE**

01. For the purposes of applying the local agreement on the organization of regular teaching on a regional basis, an amount of two-hundred-and-twenty-five thousand dollars (\$225 000) shall be granted annually to the Collège de l'Abitibi-Témiscamingue.
02. Following an agreement between the parties, this sum may be converted into full-time professors or its equivalent (FTE). To this end, the value of one (1) FTE shall equal fifty-five thousand five hundred dollars (\$55 500). This sum shall be increased according to the same parameters and on the same dates as the increases made to the salary scales appearing in Appendix VI-1.
03. For the purposes of applying the local agreement on the organization of regular teaching on a regional basis, an allocation of two point one (2.1) FTE shall be granted to Collège de l'Abitibi-Témiscamingue for travelling purposes. This allocation shall be taken into account in the application of the second paragraph of clause 8-5.04.

**APPENDIX III - 3**

**APPENDIX PERTAINING TO COLLÈGE LIONEL-GROULX**

01. Professors covered by the Letter of Agreement appearing in the 1968-1971 collective agreement shall be covered by the same provisions as those contained in that Letter of Agreement, with the necessary changes.

When such a professor is relocated under the terms of article 5-4.00 he/she shall carry with him/her to his/her new college the rights and advantages contained therein.

02. Notwithstanding article 6-4.00 of the collective agreement, the salary scales applicable to professors covered by this appendix shall be adjusted upward starting on January 1 instead of March 1 and starting on the June 15 preceding a contract year instead of on the first day of said contract year.

**APPENDIX III - 4**

**APPENDIX PERTAINING TO THE CÉGEP DE LA GASPÉSIE ET DES ÎLES**

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



**APPENDIX III - 5**

**APPENDIX PERTAINING TO CENTRE D'ÉTUDES COLLÉGIALES  
EN CHARLEVOIX**

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

**APPENDIX III - 6**

**APPENDIX PERTAINING TO CENTRE MATAPÉDIEN D'ÉTUDES COLLÉGIALES**

01. This appendix shall apply to the professors of Cégep de Rimouski who are teaching at the Centre matapédien d'études collégiales in disciplines offered by Cégep de Rimouski.
  
02. The Collège de Rimouski and the Centre matapédien d'études collégiales (Rimouski) shall be considered to be two distinct colleges for the purpose of applying the provisions of the collective agreement pertaining to the following areas:
  - a) Hiring
  - b) Tenure
  - c) Seniority
  - d) Job Security, subject to clause 03 of this appendix
  - e) Exchanges between colleges
  - f) Proposal for the apportionment of professors among the disciplines
  - g) The number of teaching positions in a discipline and its application
  - h) Calculation of a professor's workload
  - i) Continuing Education
  - j) Department and departmental coordination
  - k) Selection of regular professors
  - l) Professional Development
  - m) Summer courses
  - n) Programs Committee and Program coordination
  
03. If a program is partially or completely closed in the Centre matapédien d'études collégiales (Rimouski) or if the Centre matapédien d'études collégiales (Rimouski) itself is closed, the professors involved shall no longer be subject to the provisions of this appendix and the Cégep shall take over from its Centre d'études collégiales.

**APPENDIX III - 7**

**APPENDIX PERTAINING TO THE CENTRE LINGUISTIQUE  
DU COLLÈGE DE JONQUIÈRE**

01. This appendix defines certain special working conditions for full-time professors hired for teaching duties at the Centre linguistique du Collège de Jonquière.

02. The collective agreement is modified as follows:

A) Article 5-8.00 is replaced by the following provision:

**5-8.01**

Professors shall be entitled to thirteen (13) days of paid statutory holidays. The choice of the thirteen (13) days of statutory holidays shall be set following agreement between the parties.

B) Clause 8-2.01 is replaced by the following provisions:

**8-2.01**

A full-time professor shall be entitled during each contract year to two (2) months of paid vacation, on condition that he/she has completed one (1) year of service on the following June 30.

However, a full-time professor who has not been available as provided for in the contract shall only be entitled to paid vacation in proportion to the number of days of his/her availability.

C) Clause 8-3.01 is modified by adding the following paragraph:

**8-3.01**

Between September 1 and August 30 of a teaching year, every full-time professor shall teach six hundred (600) hours and shall be available to the students for six hundred (600) hours, including the time set aside for meals with the students.

D) Articles 8-5.00 and 8-6.00 shall not apply.

E) Appendix I-1 shall not apply.

The following provisions are subject to the application of section 59 of Bill 37 unless a different agreement is reached between the parties.

F) Clause 8-2.05 is replaced by the following provisions:

**8-2.05**

The professor's vacation period shall be taken in accordance with the following criteria:

- a) Professors shall be divided into two (2) groups for purposes of applying the provisions concerning vacation:
  - i) a maximum of two (2) professors may take their two (2) months vacation between June 15 and September 1, with the exclusion of June 24 (Fête nationale);
  - ii) the remaining professors may take one (1) month's vacation in July or in August and one (1) month in December, January or February;
- b) On May 1, professors shall make their choice as to the date on which they intend to take their vacation. If necessary, the professor having the most seniority shall choose first, and so on. Once approved, vacation periods may not be changed, unless an agreement is reached between the College and the professor concerned.

**SECTION IV - GRIEVANCES AND ARBITRATION**

**APPENDIX IV - 1**

**GRIEVANCE FORM**

Grievance no.

FÉDÉRATION AUTONOME DU COLLÉGIAL (FAC)

Name of the Union:

Date on which the grievance was filed:

Surname and given name of the professor making the complaint:

Name of the college:

Personal Address:

Address:

Tel. residence:

Tel. college:

Grievance submitted to the director general or his/her representative (name):

Article(s) in question:

Date of the fact giving rise to the grievance:

Nature of the grievance:  union  group  individual

Description of the grievance:

Corrective measures required:

Signature of the professor making the complaint:

Signature of the union delegate:

Copies :            1. College                      2. Union                      3. FAC                      4. Professor

**APPENDIX IV - 2**

**FORM FOR SUBMITTING A GRIEVANCE TO ARBITRATION**

**(FAC)**

NOTICE to the president _____	
Notice is given according to article 9-2.00 of the collective agreement so that Grievance No. _____, submitted to arbitration of the first instance as of _____ be submitted to arbitration.	
College(s) concerned:	_____ _____ _____
Union(s) concerned:	_____ _____ _____
TYPE OF GRIEVANCE:	<input type="checkbox"/> union <input type="checkbox"/> group <input type="checkbox"/> individual
Description of Grievance:	_____ _____
Corrective measures required:	_____ _____
Date: _____	Signature: _____ Professor making the complaint or union representative

- Copies to:
1. Greffe des Tribunaux d'arbitrage du secteur de l'Éducation
  2. College
  3. FAC
  4. Professor or union representative

**APPENDIX IV - 3**

**TRANSITIONAL MEASURES PERTAINING TO GRIEVANCES AND COMPLAINTS**

01. It is agreed that complaints and grievances filed in compliance with the provisions and within the time limits provided for in a collective agreement or decree prior to this collective agreement and which have not been settled, shall be settled in accordance with the provisions and procedures provided for therein for settling complaints and grievances, except for the following:
  1. The arbitration tribunal shall be made up of a single arbitrator or of an arbitrator with two (2) assessors in conformity with article 9-2.00.
  2. The arbitrators listed in clause 9-2.07 shall be competent to hear the above grievances and complaints.
  3. The parties may also have recourse to the provisions of clause 9-2.09 or to the provisions of article 9-3.00.
  4. The expenses and honoraria of the arbitrator shall be assumed in accordance with clause 9-2.22.

For the purposes of this appendix and subject to the four (4) aforementioned exceptions, the provisions included in prior collective agreements shall be maintained.

02. The arbitration tribunal to which a grievance has been referred for judgment on the date the collective agreement comes into effect shall have jurisdiction to hear said grievance until a decision is rendered.

## **SECTION V - FRINGE BENEFITS AND RELATED MATTERS**

### **APPENDIX V - 1**

#### **APPENDIX PERTAINING TO PROCEDURES FOR APPLYING THE PROGRESSIVE RETIREMENT PROGRAM**

##### **Progressive Retirement Program**

###### **1.01**

The progressive retirement program has been created in order to enable the full-time professor who is participating in one of the existing retirement plans (RRF, RREGOP and RRE) to reduce his/her time of availability that he/she must provide according to article 8-3.00, for a period ranging from one (1) to five (5) years, by a proportion so that it will not be less than forty per cent (40%) and not more than eighty per cent (80%) of the availability provided by a full-time professor.

The professor whose employment ends automatically at the end of his/her contract in accordance with clause 5-1.02 shall not benefit from this program.

###### **1.02**

The professor may only avail himself/herself once of the progressive retirement program, even if it is cancelled before the expiry date of the period provided for in 1.04 or if he/she is relocated to a new employer prior to the expiry date.

###### **1.03**

The professor who wishes to participate in the program shall submit a written request to the College at least sixty (60) days prior to the beginning of the progressive retirement, which must coincide with the beginning of a semester.

The granting of progressive retirement shall be subject to a prior agreement with the College.

###### **1.04 Period Covered and Retirement**

The program applies to a professor for a period ranging from a minimum of twelve (12) months to a maximum of sixty (60) months.

At the end of this period, the professor shall retire.

If, for circumstances beyond his/her control (ex. strike, lock-out, corrections brought to his/her service record), the professor is not eligible for retirement at the end of the program, it shall be extended until he/she becomes eligible for retirement.

###### **1.05 Availability and Teaching Load**

The percentage of availability shall be agreed upon between the professor and the College in accordance with 1.01 and it may vary during the course of the program.



Moreover, the professor and the College may agree on modifications during the course of the program, on the condition that it remains within the range of a minimum of forty per cent (40%) and a maximum of eighty per cent (80%) of the availability provided by a full-time professor.

The teaching load that this professor must assume and agree upon is that of a full-time professor and it must be established by means of the CI formula. In that case, the "L" of the CI<sub>L</sub> shall be equal to the fraction representing the reduction in the professor's time of availability.

#### **1.06 Rights and Benefits**

During the course of the program, the professor shall be remunerated in proportion to the percentage of availability provided for in 1.05 in comparison to the salary paid to the full-time professor.

The professor shall continue to accumulate seniority and job experience as if he/she were not participating in the program.

In accordance with clause 5-5.22, the professor who has accumulated a bank of cash-convertible sick-leave days under previous collective agreements may substitute those accumulated sick-leave days under the program, in whole or in part, for his/her annual teaching load and availability required under 1.05, provided that previous collective agreements so allow.

The professor shall be credited, for purposes of eligibility for retirement, with the service to which he/she would have been entitled had he/she not participated in the program. The same shall apply in the calculation of his/her retirement benefits or other allowances in case of death.

While participating in the program, the professor shall make his/her contributions to his/her retirement plan on the basis of his/her admissible salary, as if he/she had not participated in the program.

While in the program, the professor shall continue to participate in the basic health insurance plan. Moreover, in order to continue to benefit from any other insurance plans, the professor must assume the costs provided that the master policies so allow.

Should the professor become disabled while participating in the program, he/she shall be exempted from contributing to his/her retirement plan.

While disabled, the professor shall be entitled to his/her salary insurance benefits based on his/her established salary in accordance with the first paragraph of this clause, up to the effective date of retirement.

In the case where the professor is placed on availability, he/she shall continue to benefit from the progressive retirement program. As long as he/she is not relocated on an available position, the professor shall receive the salary to which he/she is entitled under the first paragraph of this clause.

The professor's contributions to his/her retirement plan are those defined by law for persons placed on availability.

**1.07 Termination of the Agreement**

In the event of the professor's retirement, resignation, discharge or death, the program shall be terminated at the time the event occurs.

Similarly, the program shall be terminated on the date that the professor placed on availability is relocated. However, the program may be transferred to his/her new employer under the same terms and conditions, with the latter's consent.

In these cases, the services credited for purposes of retirement while in the program shall be maintained; as the case may be, the contribution to the retirement plan that have not been paid along with the accrued interest, shall remain credited to the professor. The same shall apply when the professor and the College jointly agree to end the program or when the professor ceases to participate in the program more than one year after the date set for the start of the program; in which case, the date set for ending the professor's participation in the program shall coincide with the end of a semester.

**1.08**

Subject to the provisions of this agreement, the professor participating in the progressive retirement program shall be covered by the provisions of the collective agreement applicable to part-time professors.

## **APPENDIX V - 2**

### **VOLUNTARY WORKLOAD REDUCTION PROGRAM**

#### **1.01**

The voluntary workload reduction program aims at reducing the teaching load of a full-time professor. The annual teaching load of a professor participating in the program shall not be less than zero point four (0.4) FTE or greater than zero point nine (0.9) FTE. However, if the teaching load reduction is for one semester only, the teaching load shall not be greater than zero point four (0.4) FTE for that semester.

#### **1.02**

Participation in this workload reduction program shall be on a voluntary basis only.

#### **1.03 Duration of the Program**

The voluntary workload reduction program shall only apply for the duration of the collective agreement.

#### **1.04 Eligibility**

The voluntary workload reduction program shall be available to professors having at least three (3) years' seniority.

However, the non-tenured professor shall be eligible for the voluntary workload reduction program only if he/she has a full-time teaching load during the year he/she intends to participate in the program.

#### **1.05 Participation in the Program**

The professor wishing to participate in the voluntary workload reduction program shall apply in writing not later than May 15 for the fall semester and on November 15, at the latest, for the winter semester.

#### **1.06**

Participation in the program is set beforehand for one semester at a time or for the entire contract year according to the professor's request and the reduction in workload may vary from one semester to the other.

For the purposes of applying clause 1.07, the professor who has participated in the program during the fall semester and who also participates during the winter semester shall be considered as having participated only once.

#### **1.07**

Subject to difficulties of a pedagogical or recruitment nature, the College shall not refuse requests for participation in the program. However, for any given discipline, the College shall not be compelled to accept a request for participation if the sum of the percentages in teaching load reductions created by the program in full-time equivalents (FTE) is

greater than ten per cent (10 %) of the total number of full-time equivalents (FTE) or allows the participation of more than six (6) professors.

Notwithstanding the preceding paragraph, a College shall be bound to accept a request for participation of a least one (1) professor per discipline.

#### **1.08**

For requests for participation in the fall semester or in the entire contract year, the College's answer shall be given on June 27 at the latest in the case of the tenured professor and, beginning on that date, in the case of the non-tenured professor.

For requests for participation in the winter semester, the College's answer shall be given to the professor by December 15, at the latest.

#### **1.09 Salary**

While in the program, the professor shall be remunerated according to the percentage resulting from the application of clause 1.01 of this appendix. The salary to which the percentage is applied shall be the salary he/she would receive if he/she were not participating in the program.

#### **1.10 Reduction in the Teaching Load and Availability**

During his/her participation in the program, the professor's teaching load shall be equal to that of a full-time professor and shall be established according to the CI formula. In that case, the "L" of the CI<sub>L</sub> shall be equal to the percentage in reduction of the professor's teaching load. The percentage in reduction of the teaching load as well as its applications shall be agreed upon by both the professor and the College.

#### **1.11 Seniority**

During his/her participation in the program, seniority shall be calculated as if he/she were not participating in the program.

#### **1.12 Experience**

During his/her participation in the program, his/her job experience shall be calculated as if he/she were not participating in the program.

#### **1.13 Disability or Parental Rights**

Should a professor be absent because of his/her disability or for reasons related to parental rights, the indemnity paid while he/she is participating in the program shall be calculated in accordance with his/her reduced teaching load.

#### **1.14 Pension Plan**

Subject to existing fiscal regulations and while he/she is participating in the program, the professor shall be credited, for pension plan purposes, the service that he/she would be credited if he/she were not participating in the program. The admissible salary used in calculating the professor's contributions shall be the salary he/she would have received were it not for his/her participation in the program. Also, the employer's contribution shall

be based on the salary the professor would have received were it not for his/her participation in the program.

**1.15 Health, Life and Salary Insurance**

During his/her participation in the program, the professor shall continue to participate in the standard health insurance plan. Moreover, in order to benefit from any other insurance plans, the professor must assume the costs, provided that the master policies so allow.

**1.16**

Subject to this agreement, participation in the voluntary workload reduction program cannot coincide with any other program or leave of absence provided for in the collective agreement, aside from absences related to parental rights, disability or union activities.

**1.17**

All dates mentioned in clauses 1.05 and 1.08 may be modified upon agreement between the parties.

**APPENDIX V - 3**

**APPLICATION OF EMPLOYMENT INSURANCE REGULATION**

**Calculation of working hours credited for the purposes of eligibility for employment insurance**

For the purposes of applying section 10 (2) of the Employment Insurance Regulation ((1996) 130 Gaz. Can. II, 2192), the provincial parties agree on the following:

1. For the exclusive purposes of eligibility for employment insurance, the full-time professor, for any one year, shall be deemed to work thirty-seven (37) hours per week.
2. For the exclusive purposes of eligibility for employment insurance, the part-time professor shall be deemed to work the number of hours obtained by applying paragraph 1 in accordance with his/her full-time equivalence (FTE).

However, for any given professor, should the value resulting from the application of the preceding paragraph be less than the value obtained from the application of paragraph 3, the value obtained from the application of paragraph 3 shall apply in the case of this professor.

3. For the exclusive purposes of eligibility for employment insurance, the hourly paid professor shall be deemed to work three point six (3.6) hours per each remunerated hours of courses taught.
4. The College shall issue the employment statement in accordance with this agreement.

**APPENDIX V - 4**

**APPENDIX RELATING TO THE USE MADE OF A WORK OF WHICH A PROFESSOR IS THE AUTHOR OR ONE OF THE CO-AUTHORS**

For purposes of applying clause 8-1.04, the College agrees to abide by the following provisions:

01. Author

A person who creates a work.

02. Work

Every original production, whether literary, dramatic, musical, artistic, cinematographic, photographic, choreographic, computer program and audiovisual work, including every original production in the literary, scientific or artistic domain, whatever may be the mode or form of its expression, such as books, pamphlets and other writings, lectures, dramatico-musical or choreographic works, musical works, with or without words, illustrations, sketches and plastic works relative to geography, architecture, design or science.

03. Copyright

The ownership of a work including, for the author, the exclusive reproduction rights under any form of a work of which he/she is the creator in whole or of a substantial part thereof, the publishing rights, the right to public presentation, of granting or allowing any of the aforementioned acts along with the related accessory rights, as defined in the Federal Copyright Act.

04. Royalties

A monetary compensation or otherwise, paid for the author's permission to use his/her work, in whole or of any important part thereof.

05. Ownership

The College acknowledges that the author shall own the copyright on his/her work and that royalties obtained from using the said work shall be his/hers, except where allowances are to be made for the College's contribution.

06. College's Contribution

When the College contributes to the production or exploitation of a work, an agreement shall be reached and signed between the professor concerned and the College, defining the rights and obligations of each party, with regard to copyright and to the royalties resulting from the use and exploitation of said work.

07. Excluded Productions

In no case whatsoever shall the provisions of this appendix allow a professor to claim royalties for the use of a work produced under clause 8-4.01 such as: course outlines, notes or workbooks used in courses, fieldwork, workshops or labs and examinations, including those in audiovisual form or on disk, created for the students' use.



**APPENDIX V - 5**

**APPENDIX CONCERNING PARENTAL RIGHTS**

NB For the purposes of this appendix concerning parental rights, the parties refer to the Government and to FAC.

**ADDENDUM**

In the event of amendments to the Québec Parental Insurance Plan, the Employment Insurance Act or the Act respecting labour standards with regard to parental rights, the parties agree to meet to discuss the possible impact of these amendments on this parental rights plan.

**APPENDIX V - 6**

**LETTER OF AGREEMENT PERTAINING TO FAMILY RESPONSIBILITIES**

The provincial union, FAC, on the one hand, and the Government of Québec represented by the Treasury Board, on the other hand, acknowledge by the present, the interdependant relationship that exists between the family and the workforce. In that sense, the parties agree to take into account the conciliatory dimensions of work-family values in the organization of work.

To this effect, the parties to this agreement encourage the sectorial, regional or local parties, as the case may be, to foster a better conciliation of parental and family responsibilities with that of the workforce in determining work conditions and their application.

**APPENDIX V - 7**

**LIST OF AGENCIES IN WHICH THE REMUNERATION AND WORKING CONDITIONS ARE SET BY THE GOVERNMENT OR ACCORDING TO CONDITIONS DEFINED BY THE GOVERNMENT<sup>1</sup>**

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 association 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)

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<sup>1</sup> This list is provided for information purposes.

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 V - 8**

**LETTER OF INTENT CONCERNING PENSION PLANS**

NB For the purposes herein, the parties refer to the Government of Québec, the CSQ, the QFL and the CNTU.

**1. 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.

**2. 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.

The Pension Committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the parties, if need be.

**3. 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.

**4. 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.

**SECTION VI - SALARIES AND PREMIUMS**

**APPENDIX VI - 1**

**SALARY SCALES**

**TABLE A**

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

<b>Step <sup>(1)</sup></b>	<b>Salary until 2006-11-30</b>	<b>Salary from 2006-12-01 to 2007-11-30</b>	<b>Salary from 2007-12-01 to 2008-11-30</b>	<b>Salary from 2008-12-01 to 2009-11-30</b>	<b>Salary commencing 2009-12-01</b>
<b>1</b>	33 695	34 369	35 056	35 757	36 472
<b>2</b>	34 945	35 644	36 357	37 084	37 826
<b>3</b>	36 196	36 920	37 658	38 411	39 179
<b>4</b>	37 635	38 388	39 156	39 939	40 738
<b>5</b>	39 131	39 914	40 712	41 526	42 357
<b>6</b>	40 687	41 501	42 331	43 178	44 042
<b>7</b>	42 338	43 185	44 049	44 930	45 829
<b>8</b>	44 090	44 972	45 871	46 788	47 724
<b>9</b>	45 914	46 832	47 769	48 724	49 698
<b>10</b>	47 813	48 769	49 744	50 739	51 754
<b>11</b>	49 792	50 788	51 804	52 840	53 897
<b>12</b>	51 854	52 891	53 949	55 028	56 129
<b>13</b>	54 000	55 080	56 182	57 306	58 452
<b>14</b>	56 229	57 354	58 501	59 671	60 864
<b>15</b>	58 557	59 728	60 923	62 141	63 384
<b>16</b>	60 982	62 202	63 446	64 715	66 009
<b>17</b>	63 527	64 798	66 094	67 416	68 764
<b>18<sup>(2-3)</sup></b>	65 053	66 354	67 681	69 035	70 416
<b>19<sup>(3)</sup></b>	66 616	67 948	69 307	70 693	72 107
<b>20<sup>(3)</sup></b>	68 216	69 580	70 972	72 391	73 839

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

**APPENDIX VI - 1 (cont'd)**

**HOURLY RATES**

**TABLE B**

**Hourly rates for hourly paid professors**

<b><u>Period</u></b>	<b><u>16 years or less</u></b>	<b><u>17 or 18 years</u></b>	<b><u>19 years or more</u></b>
<b>Until September 30, 2006</b>	\$54.75	\$63.45	\$76.12
<b>From October 1, 2006 to September 30, 2007</b>	\$55.85	\$64.72	\$77.64
<b>From October 1, 2007 to September 30, 2008</b>	\$56.97	\$66.01	\$79.19
<b>From October 1, 2008 to September 30, 2009</b>	\$58.11	\$67.33	\$80.77
<b>Commencing October 1, 2009</b>	\$59.27	\$68.68	\$82.39

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



## **APPENDIX VI - 2**

### **REGIONAL DISPARITIES**

#### **SECTION 1.00 - DEFINITIONS**

For the purposes of this appendix, the following terms mean:

##### **1.01 Dependent**

The spouse and dependent child as defined in clauses 1-2.06 and 1-2.09 and any other dependent as defined in the Taxation Act (R.S.Q., c.1-3), provided that the latter reside with the professor. However, for the purposes of this appendix, the income earned from a job by the professor's spouse shall not nullify the latter's status as dependent.

The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the professor's place of residence shall not nullify his/her status as a dependent if no public secondary school is accessible where the professor lives.

Also, the fact that a child attends preschool or elementary school declared to be of public interest situated elsewhere than in the professor's place of residence shall not nullify his/her status as a dependent if no preschool or elementary school, as the case may be, is accessible in the child's language of instruction (French or English) where the professor lives.

##### **1.02 Point of departure**

The domicile in the legal sense of the word, at the time of hiring, insofar as the domicile is situated in Québec. The said point of departure may be modified by an agreement between the College and the professor provided that it is located in Québec.

The fact that a professor already covered by this appendix changes college shall not modify his/her point of departure.

#### **SECTION - 2.00 SECTORS**

Sector I:

- Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie

Sector II:

- Fermont
- Côte-Nord territory, situated east of the Moisie River to Hâvre St-Pierre
- Îles-de-la-Madeleine

Sector III:

- Territory situated north of the fifty-first degree (51°) of latitude including Mistissini, Kuujuaq, Kuujuarapik, Whapmagoostui, Chisasibi, Radisson, Schefferville, Kawawachikamach and Waswanipi excluding Fermont and the localities included in sectors IV and V
- Parent, Sanmaur and Clova
- Côte-Nord territory east of Hâvre St-Pierre to the Labrador border, including the Island of Anticosti

Sector IV:

- Wemindji, Eastmain, Waskaganish, Nemiscau, Inukjuak, Puvirnituq, Umiujaq

Sector V:

- Tasiujaq, Ivujivik, Kangiqsualujuaq, Aupaluk, Quaqaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit, Taqpangajuk

**SECTION 3.00 PREMIUMS**

**3.01**

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

	Sector	With dependent(s)	No dependents
Until November 30, 2006	I	\$6 962	\$4 869
	II	\$8 610	\$5 739
	III	\$10 834	\$6 773
	IV	\$14 089	\$7 993
	V	\$16 621	\$9 428
From December 1, 2006 to November 30, 2007	I	\$7 101	\$4 966
	II	\$8 782	\$5 854
	III	\$11 051	\$6 908
	IV	\$14 371	\$8 153
	V	\$16 953	\$9 617
From December 1, 2007 to November 30, 2008	I	\$7 243	\$5 065
	II	\$8 958	\$5 971
	III	\$11 272	\$7 046
	IV	\$14 658	\$8 316
	V	\$17 292	\$9 809

	Sector	With dependent(s)	No dependents
From December 1, 2008 to November 30, 2009	I	\$7 388	\$5 166
	II	\$9 137	\$6 090
	III	\$11 497	\$7 187
	IV	\$14 951	\$8 482
	V	\$17 638	\$10 005
Commencing December 1, 2009	I	\$7 536	\$5 269
	II	\$9 320	\$6 212
	III	\$11 727	\$7 331
	IV	\$15 250	\$8 652
	V	\$17 991	\$10 205

**3.02**

The amount of the isolation and remoteness premium to which the part-time professor and hourly paid professor is entitled shall be in proportion to his/her full-time equivalence as defined in clause 8-5.09.

**3.03**

Should the availability, as defined under the collective agreement, be less than that for which the professor has been hired, the amount of the isolation and remoteness premium shall be adjusted to the availability actually provided, in relation to the availability for which the professor has been hired.

**3.04**

If both members of a couple work for the same college or if both work for two (2) different employers in the public and parapublic sectors, only one (1) of the two (2) may avail himself/herself of the premium applicable to professors with dependent(s), if he/she has one or more dependents other than his/her spouse. If he/she has no dependent other than his/her spouse, each shall be entitled to the premium appearing in the scale "no dependents", notwithstanding the definition of the term "dependent" found in clause 1.01.

**3.05**

The professor on maternity or adoption leave who remains in the territory during the leave shall continue to benefit from the provisions of this appendix.

**SECTION 4.00 - SUSPENSION OF PREMIUM PAYMENTS**

**4.01**

Subject to clause 3.03, the College shall cease to pay the isolation and remoteness premium if the professor and his/her dependents deliberately leave the territory during a leave or paid leave of absence for more than thirty (30) days, except if it involves annual vacation, a statutory holiday, sick leave, maternity leave, adoption leave or leave due to a work accident.

## **SECTION 5.00 - OTHER BENEFITS**

### **5.01**

The College shall assume the following expenses incurred by every professor recruited in Québec from more than fifty (50) kilometres from the locality where he/she is required to perform his/her duties, provided that it be situated in one of the sectors described in Section 2.00:

- a) the transportation expenses of the transferred professor and his/her dependents;
- b) the cost of transporting his/her personal belongings and those of his/her dependents up to a maximum of:
  - two hundred and twenty-eight kilograms (228 kg) for each adult or each child twelve 12 years old and over;
  - one hundred and thirty-seven kilograms (137 kg) for each child under twelve (12) years old;
- c) if need be, the cost of transporting his/her furniture (including household utensils), other than those provided by the College;
- d) the cost of transporting his/her vehicle, if need be, on land, by boat or train;
- e) the cost of storing his/her furniture, if need be.

### **5.02**

The professor shall not be entitled to be reimbursed for those expenses provided for under clause 5.01 if he/she is in breach of contract due to go work for another employer before the sixty first (61<sup>st</sup>) day of his stay in the territory unless the Union and the College agree otherwise.

### **5.03**

The weight of two hundred and twenty-eight kilograms (228 kg) provided for in paragraph b) of clause 5.01 shall be increased by forty-five kilograms (45 kg) per year of service in the territory in the College's employ. This provision shall cover the professor only.

### **5.04**

If the professor eligible for the provisions of paragraphs b), c) and d) of clause 5.01 decides not to avail himself/herself of some or of all of them immediately, he/she shall remain eligible for the said provisions during the year following the date on which his/her assignment began.

### **5.05**

These expenses shall be payable provided that the professor is not reimbursed for these expenses by another plan, such as the federal labour mobility plan and his/her spouse

has not received an equivalent benefit from his/her employer or from another source and solely in the following cases:

- a) the professor's first assignment and re-hiring by the College of the non-tenured professor: from the point of departure to the place of assignment;
- b) the nonrenewal of the contract by the College: from the place of assignment to the point of departure;
- c) a subsequent assignment at the request of the College or the professor: from one place of assignment to another;
- d) breach of contract, resignation or death of the professor: from the place of assignment to the point of departure; such a reimbursement shall only be made according to the availability actually provided, under the terms of the collective agreement, in relation to the availability for which the professor has been hired, except in the event of death;
- e) when a professor obtains a leave of absence for professional development: from the place of assignment to the point of departure; in this case, the expenses prescribed in clause 5.01 shall also be payable to the professor whose point of departure is situated at fifty (50) kilometres or less from the locality where he/she performs his/her duties.

#### **5.06**

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

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

If both spouses, within the meaning of clause 1-2.06, work for the same college, only one may avail himself/herself of the benefits granted under this article.

### **SECTION 6.00 - OUTINGS**

#### **6.01**

The fact that the professor's spouse works for the College or another employer in the public and parapublic sectors shall not grant the professor a number of outings paid by the College which is greater than that provided for in this appendix.

#### **6.02**

The College shall pay directly or reimburse the professor recruited from more than fifty (50) kilometres from the locality situated in the Îles-de-la-Madeleine where he/she

performs his/her duties for the expenses inherent to one (1) outing per year, for the professor and his/her dependents.

The initial place of recruitment shall not be modified due to the fact that the non-tenured professor who is subsequently re-hired, chose to stay there during the period of unemployment.

These expenses shall be paid directly or reimbursed upon presentation of supporting vouchers for the professor and his/her dependents up to, for each, the equivalent of the price of a return flight from the locality of assignment to the point of departure situated in Québec or up to Montréal.

### **6.03**

In the cases provided for in clause 6.02, an outing may be used by the spouse or any member of the family not residing in the territory to visit the professor who lives in the Îles-de-la-Madeleine.

### **6.04**

In the case where a professor or one of his/her dependents must urgently leave his/her place of work situated in the Îles-de-la-Madeleine because of illness, accident or complications related to pregnancy, the College shall pay for the cost of the return flight. The professor shall prove that it was necessary for him/her to leave without delay. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The College shall also pay for the return flight of the person who accompanies the person who had to leave his/her workplace.

### **6.05**

The College shall authorize a professor to take an unpaid leave of absence if one of his/her dependents must leave the locality urgently under clause 6.04 in order to allow him/her to accompany his/her dependent, subject to the acquired rights provided in the article on personal leave.

### **6.06**

The professor who is originally from a locality situated more than fifty (50) kilometers from his/her place of assignment, who was recruited locally and who is entitled to outings because he or she is in a conjugal relationship with a person working in the public sector shall continue to benefit from the outings, as provided for in clause 6.02, even though he/she has lost his/her spousal status under the terms of clause 1-2.06.

## **SECTION 7.00 - REIMBURSEMENT OF TRANSIT EXPENSES**

### **7.01**

The College shall reimburse the professor, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and lodging, if need be) for himself/herself and for his/her dependents when he/she is hired and on any trip provided for in clause 6.02, provided that the expenses are not assumed by a carrier.

The expenses shall be limited to the amounts provided for in the relevant provisions of the collective agreement or, failing that, according to the College's regulations with regard to travel expenses.

## **SECTION 8.00 - DEATH**

### **8.01**

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

**APPENDIX VI - 3**

**SALARY STRUCTURE AND SALARY SCALES**

The base salary structure for college professors as of the 2005-2006 contract year is that applicable to teachers in school boards and includes three (3) additional steps. Professors with a master's degree in the discipline taught or in a discipline relevant and useful to the teaching of the discipline specified in the contract are entitled to step 18. Professors with 19 years of schooling or more and a doctorate are entitled to steps 18, 19 and 20.

For this reason and subject to the application of the salary parameters, any salary increase applies to all the steps of this scale, unless it involves a specific adjustment of the salary scale at step 17, in which case steps 18 and 19 will be repositioned to ensure a constant interstep from steps 17 to 20, it being understood that, in this context, step 20 remains fixed.



**SECTION VII - MISCELLANEOUS PROVISIONS**

**APPENDIX VII - 1**

**LOCAL ARRANGEMENTS**

The parties may agree on local arrangements on the provisions included in the following clauses and appendices in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2, s. 70).

5-1.10	Posting
5-1.11	General Offer of Services
5-1.12	Job Cumulation
5-7.01 à 5-7.04	Public Office
8-1.03	Copyright
8-7.04	Priorities in Continuing Education
Appendix II-6	Declaration of Employment Form
Appendix V-4	Appendix on copyright

**APPENDIX VII - 2**

**CURRICULUM PLANNING**

The Ministère agrees to maintain the current consultation procedures relating to pre-university study programs and general education and to consult FAC before modifying any of these procedures.

**SECTION VIII - LOCAL MATTERS**

**APPENDIX VIII - 1**

**EMPLOYMENT CONTRACT**

The following provisions are subject to the application of section 59 of Bill 37 (R.S.Q., c. R-8.2), unless a different agreement is reached between the local parties.

**Employment Contract**

\_\_\_\_\_ College

having its head office  
at: \_\_\_\_\_

retains the services  
of: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Social Insurance Number: \_\_\_\_\_

- As a:
- Full-time professor
    - On an available position
    - Assignable workload: clause 5-1.03
    - Substitute professor \*
  - Part-time professor
  - Hourly paid professor

**Teaching Load**

- a) The College retains the professor's services for the following discipline or disciplines:  
\_\_\_\_\_
- b) Part-time professor's teaching load:\_\_\_\_\_
- c) Number of periods for which the hourly paid professor is hired:\_\_\_\_\_
- d) The professor's teaching load shall be assigned in accordance with the provisions of the collective agreement.

**Salary**

- a) Salary category:
  - i) schooling: \_\_\_\_\_
  - ii) work experience:\_\_\_\_\_
- b) Initial salary: (year 20 \_\_\_\_\_ - 20\_\_\_\_\_ ): \$ \_\_\_\_\_

**Group Contract**

The professor acknowledges that on \_\_\_\_\_ he/she received a copy of the collective agreement in effect and became cognizant of it. The parties declare their intention to submit the provisions of this employment contract to the provisions of the collective agreement governing the College and the Union which represents the professor in its employ.

**Duration of the Contract**

This contract contract is valid from \_\_\_\_\_ to \_\_\_\_\_

**Special Provisions**

\* The substitute professor is replacing:  
\_\_\_\_\_  
(name of the professor or professors replaced)

Additional Provisions\_\_\_\_\_

Signed at \_\_\_\_\_ this \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
For the College

\_\_\_\_\_  
Professor

**APPENDIX VIII - 2**

**LETTER OF AGREEMENT PERTAINING TO SENIORITY, GRIEVANCES  
AND ARBITRATION**

For the purposes of applying the entente concluded on September 5, 1989 between the Fédération des cégeps and the Fédération autonome du collégial (FAC), the College and the Union agree on the following with regard to the provisions relating to Seniority, Grievances and Arbitration provided for in Schedule A of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2):

With the coming into effect of the provisions agreed upon at the provincial level relating to the 1989-1991 collective agreement, the provisions up-to-now in effect of Schedule A, I - College Sector, a) with regard to teaching personnel:

- 11 - Seniority (subject to calculations on relocations)
  
- 22 - Grievances and Arbitration (bearing solely on matters negotiated at the local level)

shall be repealed and replaced by the provisions agreed upon at the provincial level between FAC and CPNC.

