

**COLLECTIVE AGREEMENT**

**2005-2010**

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

**BINDING**

**ON THE ONE HAND:**

**LA FÉDÉRATION DES ENSEIGNANTES ET ENSEIGNANTS DE CÉGEP FEC (CSQ)**

**AND**

**ON THE OTHER HAND:**

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

**ADMINISTRATIVE VERSION**

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

## PREAMBLE

*The Fédération des cégeps and FEC (CSQ) have agreed on the production of a single document containing all provincial and local provisions, namely:*

- a) the provincial stipulations and the provisions related to the Act respecting conditions of employment in the public sector (S.Q., 2005, c. 43);*
- b) provisions concerning seniority and grievances and arbitration, the Fédération des cégeps and the FEC (CSQ) subsequently made the recommendation contained in Appendix XII-2 of this agreement to the local parties;*
- c) moreover, provisions concerning recognition, departments, meetings between the College and the Union, sexual harassment, hiring, half-time leave, disciplinary measures, health and safety, payment of salaries and availability shall be preceded by the following preamble:*

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

- d) finally, provisions concerning other matters included in Appendix A shall be preceded by the following preamble:*

*"The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties."*



## TABLE OF CONTENTS

### CHAPTER 1-0.00 - INTERPRETATION

Article 1-1.00	Interpretation .....	1
Article 1-2.00	Definitions .....	2

### CHAPTER 2-0.00 - JURISDICTION

Article 2-1.00	Scope of Application .....	7
Article 2-2.00	Recognition .....	8
Article 2-3.00	Non-discrimination .....	10
Article 2-4.00	Equal Access to Employment .....	11
Article 2-5.00	Violence and Psychological Harassment .....	13
Article 2-6.00	Sexual Harassment.....	14

### CHAPTER 3-0.00 - UNION PREROGATIVES

Article 3-1.00	Union Delegate .....	15
Article 3-2.00	Union Activities .....	16
Article 3-3.00	The Right to Meet, Office Space and Postings .....	21
Article 3-4.00	Union Dues .....	22

### CHAPTER 4-0.00 - WORK ORGANIZATION

Article 4-1.00	Program Committee and Department .....	23
Article 4-2.00	Information .....	27
Article 4-3.00	Meetings Between the College and the Union .....	29
Article 4-4.00	Selection of Regular Professors.....	32

### CHAPTER 5-0.00 - EMPLOYMENT AND FRINGE BENEFITS

Article 5-1.00	Hiring.....	33
Article 5-2.00	Tenure.....	38
Article 5-3.00	Seniority for Purposes of Job Security .....	40
Article 5-4.00	Job Security .....	43
Article 5-5.00	Life, Health and Salary Insurance Plans .....	67
Article 5-6.00	Parental Rights .....	78
Article 5-7.00	Leave for Professional Activities .....	97
Article 5-8.00	Public Office.....	99

Article 5-9.00	Statutory Holidays .....	101
Article 5-10.00	Special Leave .....	102
Article 5-11.00	Provisional Assignment of a Professor to Another Category of Personnel.....	104
Article 5-12.00	Exchanges Between Colleges .....	105
Article 5-13.00	Leave with Deferred or Anticipated Pay .....	107
Article 5-14.00	Technological Changes.....	113
Article 5-15.00	Service Loans .....	114
Article 5-16.00	Half-Time Leave.....	115
Article 5-17.00	Voluntary Working Time Reduction Program .....	116
Article 5-18.00	Disciplinary Action.....	119
Article 5-19.00	Occupational Health and Safety.....	122
Article 5-20.00	Gradual Retirement Program .....	124
Article 5-21.00	Civil Liability .....	127

**CHAPTER 6-0.00 - REMUNERATION**

Article 6-1.00	Salary .....	128
Article 6-2.00	Calculation of Work Experience .....	130
Article 6-3.00	Evaluation of Years of Schooling .....	133
Article 6-4.00	Salary Scales for Full-time or Part-time Professors.....	138
Article 6-5.00	Salary Rates for Hourly Paid Professors.....	140
Article 6-6.00	Payment of Salary.....	141
Article 6-7.00	Travel Expenses .....	143

**CHAPTER 7-0.00 - PROFESSIONAL DEVELOPMENT**

Article 7-1.00	General Provisions.....	144
Article 7-2.00	Leave with pay for Professional Development .....	146
Article 7-3.00	Leave Without Pay for Professional Development .....	148
Article 7-4.00	Professional Development Committee .....	149
Article 7-5.00	Reintegration.....	150

**CHAPTER 8-0.00 - THE TEACHING LOAD AND ITS DISTRIBUTION**

Article 8-1.00	General Provisions.....	151
Article 8-2.00	Vacation .....	152
Article 8-3.00	Teaching Load .....	154

Article 8-4.00	Number of Regular Professors.....	157
Article 8-5.00	Calculation of a Professor's Workload .....	162
Article 8-6.00	Continuing Education .....	164
Article 8-7.00	Summer Courses .....	166
Article 8-8.00	Availability .....	167

**CHAPTER 9-0.00 - GRIEVANCES AND ARBITRATION**

Article 9-1.00	Grievance Procedure .....	169
Article 9-2.00	Arbitration Procedure .....	171
Article 9-3.00	Additional Procedures for Settling Grievances.....	177

**CHAPTER 10-0.00 - MISCELLANEOUS**

Article 10-1.00	Miscellaneous clauses .....	180
-----------------	-----------------------------	-----

**APPENDIX**

I-1	Letter of agreement respecting the use of the feminine and masculine gender.....	183
I-2	List of corrections.....	184
III-1	Sub-centres .....	185
III-2	Appendix respecting The Centre matapédien d'études collégiales.....	186
IV-1	Program development.....	187
IV-2	Provisional authorization of programs.....	188
V-1	List of subjects .....	189
V-2	Appendix respecting the determination of subjects.....	195
V-3	Employment notice .....	196
V-4	List of zones for relocation purposes .....	197
V-5	List of sectors for relocation purposes .....	201
V-6	Moving expenses.....	206
V-7	Form for non-tenured full-time professors mentioned in: .....	209
V-8	Calculation of working hours credited for the purposes of eligibility for employment insurance.....	210
V-9	Declaration of employment form .....	211
V-10	Appendix respecting parental rights.....	213
V-11	Appendix respecting family responsibilities.....	214

V-12	List of organizations for which the law provides, as of february 7, 2005, that the working conditions or salary standards and rates of their employees are determined by the government or in accordance with conditions defined by the government .....	215
V-13	Letter of intent concerning the pension plans .....	217
V-14	Letter of agreement respecting the terms and conditions applicable to professors on availability in the subject related to the specific training in a closed program other than a closed unique program in the college's zone who are relocated in accordance with clauses 5-4.07 and 5-4.17 a).....	233
VI-1	Salary scales .....	234
VI-2	Salary structure and salary scales .....	236
VIII-1	Determining individual teaching load .....	237
VIII-2	Allocation for each type of workload .....	242
VIII-3	Letter of agreement on guarantees.....	243
VIII-4	Teaching loads in continuing education.....	244
VIII-5	Special provisions applicable to professors employed by the Collège de Matane .....	246
VIII-6	Appendix respecting Collège Gérald-Godin.....	247
VIII-7	Appendix respecting the new models of teaching organization .....	248
IX-1	Grievance form .....	249
IX-2	Form for submitting a grievance to arbitration Fédération des enseignantes et enseignants de Cégep (CSQ).....	250
IX-3	Interim measures pertaining to grievances and complaints .....	251
IX-4	Appendix relating to improvement in arbitration.....	252
X-1	Interim measures .....	253
XII-1	Employment contract .....	254
XII-2	Letter of agreement pertaining to seniority and grievances and arbitration ....	256



## **CHAPTER 1-0.00 - INTERPRETATION**

### **Article 1-1.00 - Interpretation**

#### **1-1.01**

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

#### **1-1.02**

This clause refers to the literary style used in the French version of the collective agreement.

## **Article 1-2.00 - Definitions**

### **1-2.01 Seniority for the purposes of applying job security**

The amount of time accumulated in years and fractions of years as a professor employed by the College, an institution replaced by the College or any other college and transferred in accordance with the collective agreement.

### **1-2.02 Contract year**

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

### **1-2.04 Assignable teaching load**

Any teaching load created or left vacant due to a professor's departure or leave.

### **1-2.05 College**

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

For the purposes of applying the collective agreement, the Lennoxville campus of Champlain Regional College shall be considered a college.

### **1-2.06 Dismissal**

Disciplinary action resulting in the termination of a professor's employment contract for just cause.

### **1-2.07 Spouse**

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

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

For insurance purposes, the dissolution of a marriage by divorce or annulment or the dissolution of a civil union by court decision or notarized joint declaration, shall result in the loss of spouse status. The same shall apply to a de facto separation for more than three (3) months in the case of common-law spouses.

### **1-2.08 Discipline**

Field of knowledge as per Appendix V-1.

### **1-2.09 Dependent child**

A child of a professor, his/her spouse or 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 who meets one (1) of the following conditions:

- a) is under eighteen (18) years of age;
- b) is twenty-five (25) years of age or younger and a duly registered full-time student attending a recognized educational institution;
- c) whatever his/her age, became totally disabled prior to his/her eighteenth (18<sup>th</sup>) birthday, or twenty-fifth (25<sup>th</sup>) birthday in the case of a child who was attending a recognized education institution, and has remained continuously disabled since that time.

### **1-2.10 Professor**

Any person employed by the College to dispense teaching.

### **1-2.11 Hourly paid professor**

A professor hired in this capacity by the College who in addition to teaching classes, corrects and supervises examinations and classwork in the discipline taught.

### **1-2.12 Continuing education professor**

A professor hired by the College to teach courses published in the College Education Syllabus, courses leading to a Diploma of College Studies (DCS) or to an Attestation of College Studies (ACS), courses included in modules approved by the Minister, or upgrading activities bearing a number of credits determined by the Minister to students enrolled in continuing education.

Such professor shall be hired as an hourly paid professor or, in accordance with Appendix VIII-4, as a full-time or part-time professor.

### **1-2.13 Regular professor**

A professor employed by the College to teach regular courses.

### **1-2.14 Substitute professor**

A full-time professor, part of whose annual teaching load constitutes replacement duties for one or more professors on leave with or without pay.

### **1-2.15 Full-time professor**

A professor hired by the College as a full-time professor under a twelve (12)-month contract for full-time teaching duties as defined in the collective agreement.

However, a professor hired for a full-time teaching load before October 1 shall be under a full-time contract except for salary purposes.

Also, a professor hired by the College for full-time duties during two (2) semesters in the same contract year shall be a full-time professor.

Furthermore, a part-time professor whose total individual teaching load as defined in clause 8-5.01 reaches 80 during the course of a contract year shall become a full-time professor.

### **1-2.16 Part-time professor**

Subject to clause 1-2.15:

a) a professor hired as a part-time professor by the College under a contract of less than twelve (12) months, with a regular teaching load equal to that of a full-time professor, who is available for these duties in accordance with the provisions of the collective agreement;

or

b) a professor hired as a part-time professor by the College under a contract of twelve (12) months or less, with a regular teaching load lighter than that of a full-time professor, who is available for these duties in accordance with the provisions of the collective agreement.

### **1-2.17 Relevant experience**

Any professional or industrial experience related to the subject taught.

### **1-2.18 Fédération des cégeps**

The Fédération des collèges d'enseignement général et professionnel.

### **1-2.19 Government**

The Gouvernement du Québec.

### **1-2.20 Working days**

Monday through Friday inclusively, except for statutory holidays set by civil authorities or 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 Provincial employer party**

The Comité patronal de négociation des collèges (CPNC), instituted 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 Provincial union party, FEC (CSQ), or Fédération**

The Fédération des enseignantes et enseignants de Cégep (CSQ).

### **1-2.25 The parties**

The College and the Union.

### **1-2.26 Available position**

A full-time annual assignable teaching load:

a) created following the assignment of one (1) full-time equivalent (FTE) professor to one subject as provided for in article 8-4.00, or subsequently, following an increase in the official course 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 after September 30.

### **1-2.27 Present stipulations**

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

### **1-2.28 Gross salary for one (1) working day**

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

### **1-2.29 Salary**

Remuneration payable in currency in accordance with the rates, salary scales and terms of this collective agreement.

**1-2.30 Union**

The certified Union acting on behalf of the professors employed by the College.

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

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

#### **2-1.01**

This collective agreement shall govern all professors receiving a salary within the meaning of the Labour Code, who are employed by the College and covered by the accreditation certificate issued to the Union, unless otherwise stipulated.

#### **2-1.02**

A professor who teaches a course other than a course published in the College Education Syllabus, a course leading to a Diploma of College Studies (DCS), a course leading to an Attestation of College Studies (ACS), a course included in a module approved by the Minister, or upgrading activities bearing a number of credits determined by the Minister, shall not be subject to the provisions of this collective agreement.

#### **2-1.03**

When one or the other of the parties asks the Commission des relations du travail to rule on whether an employee is part of the bargaining unit, the former status of the employee shall be maintained until the Commission des relations du travail renders its decision.

#### **2-1.04**

Notwithstanding clause 2-1.02, a professor who teaches secondary level courses at the École nationale du meuble et de l'ébénisterie (Cégep de Victoriaville) shall benefit from the provisions of this collective agreement.

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

### **2-2.01**

The FEC (CSQ), the Fédération des cégeps and the Minister are qualified to deal with any question pertaining to the application and interpretation of these stipulations, as well as with any question of common interest.

### **2-2.02**

For the purposes of clause 2-2.01, the FEC (CSQ) may submit a written request for a meeting at the provincial level with representatives of the Fédération des cégeps and the Minister. The latter shall meet with FEC (CSQ) representatives within ten (10) working days of the request, and a written report of the meeting shall be produced within the next ten (10) working days.

Similarly, representatives of the Fédération des cégeps and the Minister may request a meeting with the FEC (CSQ), under the same conditions and for the same purposes.

### **2-2.03**

Prior to any consultation of professors, the Minister or the Fédération des cégeps shall inform the FEC (CSQ) at a meeting to be held under the provisions of clause 2-2.02.

During such meeting, a copy of any instrument to be used in the consultation shall be given to the FEC (CSQ).

### **2-2.04**

At the request of one or the other of the provincial parties, representatives of the Minister shall meet with the FEC (CSQ) in order to provide information related to any project that the Minister proposes that might alter the conditions under which teaching duties are carried out.

A four (4) months' delay shall be observed between the meeting and the implementation of the project.

### **2-2.05**

The provincial parties shall set up a provincial committee made up of representatives of the FEC (CSQ), the Ministère and the Fédération des cégeps.

The mandate of this committee shall be:

- a) to carry out the operations for which it is responsible under article 6-3.00;
- b) to study means of transferring teaching expertise among professors given foreseeable departures in the coming years and new educational needs at the college level;
- c) to study the usefulness and feasibility of posting available teaching loads in the college system on the Internet once all priority candidates have been notified;
- d) to study problems related to access to information and communications technologies (ICT) and to make recommendations to the provincial parties no later than February 1, 2007. This deadline may be extended upon agreement between the provincial parties;



- e) to recommend, no later than June 15, 2006, employability measures fostering a reduction in the number of professors placed on availability in the college system, for example, career changes or the reclassification of professors on availability and non-tenured professors.

The total amount of annual leave for members appointed by the FEC (CSQ) shall be equal to one (1) full-time professor or the equivalent.

A committee member shall not be entitled to remuneration for his/her services as such but his/her employer shall continue to pay his/her regular salary for the duration of the leave.

Each member of the committee shall maintain all the rights and benefits to which he/she is entitled during the teaching year.

#### **2-2.06**

The evaluation of professors is a recognized right of the College.

### **Recognition of Local Parties**

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

#### **2-2.07**

In matters involving the negotiation and application of this collective agreement, the College recognizes the Union as the sole representative of all professors covered by the accreditation certificate.

#### **2-2.08**

The Union recognizes the right of the College to exercise its executive, administrative and management functions in a way that is compatible with the provisions of this agreement.

#### **2-2.09**

Unless otherwise stipulated in the legislation or the collective agreement, only the Union shall be entitled to appoint professors to a committee set up by the College.

The College shall consult the Union before appointing a professor consultant to a committee.

#### **2-2.10**

The College shall notify the Union in advance of any consultation of professors it intends to undertake or with which it is involved.

**Article 2-3.00 - Non-discrimination**

**2-3.01**

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

**2-3.02**

Notwithstanding the preceding, any distinction, exclusion or preference resulting from the implementation of any equal access to employment program or measure on which the Union and the College agree in order to improve the situation of individuals with handicaps as a group shall be construed as non-discriminatory.

## **Article 2-4.00 – Equal Access to Employment**

### **2-4.01**

The parties shall create an advisory committee on equal access to employment made up of representatives of the College and of all employment categories at the College interested in participating. There shall be no more than one (1) such committee in the College.

### **2-4.02**

The mandate of the committee shall be to study all problems arising from the implementation of the equal access to employment program and to make useful recommendations to the College.

### **2-4.03**

Any measure of an equal access to employment program that adds to, takes away from or modifies these stipulations shall be implemented only if an agreement is reached between the provincial parties.

Any measure of an equal access to employment program that adds to, takes away from or modifies any other provisions of the collective agreement shall be implemented only if agreement is reached between the parties.

### **2-4.04**

The provincial parties shall set up a provincial equal access to employment advisory committee (CCNAE) made up of two (2) professors appointed by the FEC (CSQ), representatives appointed by the Ministère and by the Fédération des cégeps, and two (2) professors appointed by FNEEQ (CSN), as well as two (2) professors appointed by the FAC, if the latter unions so desire.

### **2-4.05**

The mandate of the provincial equal access to employment advisory committee (CCNAE) shall be to make useful recommendations to the provincial parties following consultation on the impact of the implementation of the equal access to employment programs.

The advisory committee may solicit the participation of individuals it deems necessary to carry out its mandate.

### **2-4.06**

The union representatives on the provincial advisory committee (CCNAE) shall be provided with a yearly data bank containing the available information so that they may draw a statistical portrait of teaching personnel, starting with the data bank for 1998-1999.

### **2-4.07**

For the purposes of the provincial advisory committee (CCNAE), the FEC (CSQ) shall be granted annual leave of 0.5 full-time professors or the equivalent.

### **2-4.08**

A committee member shall not be entitled to any remuneration for services rendered, but his/her employer shall pay his/her salary during the leave.

**2-4.09**

Travel and accommodation expenses of the CCNAE members shall be paid by their respective employers in accordance with regulations set by the provincial parties.

**2-4.10**

Each committee member of the CCNAE shall retain all rights and benefits to which he/she is entitled during the teaching year.

**Article 2-5.00 – Violence and Psychological Harassment**

**2-5.01**

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

**2-5.02**

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

**2-5.03**

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

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

The committee shall comprise representatives of the College, professors and, any interested representatives of each employment category and students.

**2-5.04**

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

## **Article 2-6.00 - Sexual Harassment**

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

### **2-6.01**

Sexual harassment consists of undesired or imposed sexual advances that may take the form of verbal or physical solicitations.

### **2-6.02**

Professors have a right to a working environment free from all sexual harassment; to this end, the College shall take all reasonable measures in order to promote a working environment free of sexual harassment or in order to stop all sexual harassment brought to its attention.

### **2-6.03**

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

### **2-6.04**

The parties shall collaborate in preventing sexual harassment, particularly by providing information and training agreed upon by the parties.

### **2-6.05**

At the Union's request, the College shall set up a committee whose role shall be:

- a) to make recommendations on any matter related to sexual harassment;
- b) to establish and recommend a policy to counter sexual harassment, including measures for dealing with complaints.

However, the committee shall not deal directly with complaints of sexual harassment.

The committee may include representatives of all employment categories, as well as students.

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

### **Article 3-1.00 - Union Delegate**

#### **3-1.01**

The Union may appoint a professor employed by the College as union delegate, as well as a substitute when necessary. If it does, it shall notify the College.

#### **3-1.02**

The Union may make such appointment for each sub-centre referred to in Appendix III-1.

#### **3-1.03**

The union delegate or his/her substitute shall represent the Union in the application and interpretation of this collective agreement, particularly where grievances are involved.

## **Article 3-2.00 - Union Activities**

### **3-2.01**

In cases where it is impossible to discuss the grievance outside his/her hours of availability, a professor may take leave from work without loss of pay or reimbursement by the Union for the period of time during which his/her presence is required for this purpose.

### **3-2.02**

A union representative who accompanies a professor at the presentation or discussion of his/her grievance may take leave from work after giving reasonable notice to the College, without loss of pay or reimbursement by the Union.

### **3-2.03**

For the hearing of a grievance before an arbitration board, the professor in question and one (1) official representative of the Union may take leave from work after giving notice to the College, without loss of pay or reimbursement by the Union, in order to attend the arbitration sessions.

### **3-2.04**

A professor called as a witness before an arbitration board may take leave from work, after giving notice to the College, without loss of pay or reimbursement by the Union. The duration of the leave shall then be subject to the requirements of the arbitration board.

### **3-2.05**

A professor who is a member of a commission or a committee provided for in these stipulations may take leave from work without loss of pay or reimbursement by the Union, in order to attend any meeting convened.

### **3-2.06**

A professor may take leave from work without loss of pay but with reimbursement by the Union in order to participate in official union activities when such leave prevents him/her from attending an activity included in his/her work schedule, provided that a request for such leave is made well in advance and that the leave will not seriously compromise his/her duties or the proper functioning of the College.

### **3-2.07**

All requests for leave for union activities shall be signed by the professor and approved by an authorized representative of the Union.

### **3-2.08**

An authorization for leave for provincial union activities may be refused:

- a) if the professor has already benefited, during the course of a given teaching year, from authorizations for leave for local or provincial union activities totalling thirty-five (35) working days;
- b) if the leave is to exceed five (5) consecutive working days.

This clause shall not apply to members of the executive of the FEC (CSQ).



**3-2.09**

The College shall grant leave, without loss of pay but with reimbursement by the Union, to a professor involved in a union study or union duties at the provincial level after being given notice by the Union or the FEC (CSQ). Such notice shall be given at least twenty-one (21) days in advance if the replacement is subject to posting and selection procedures, and at least ten (10) days in advance in other cases. The date of the professor's return shall be set at the time leave is granted. Should the leave exceed one (1) semester, the return to work shall coincide with the beginning of the next semester.

These provisions may apply to more than one (1) professor at a time.

**3-2.10**

The executive of the FEC (CSQ) shall obtain a total of no more than fifty-six (56) working days of leave with pay, not reimbursable by the Union, for its members from their respective colleges, for the duration of their term of office in any given teaching year, provided such leave does not seriously compromise their teaching duties. These provisions shall not apply to members of the FEC (CSQ) who are granted full-time leave by their College.

**3-2.11**

If a professor is elected member of the executive council of the CSQ or the executive of the FEC (CSQ), or to any other elective position in these organizations, the College shall, upon request made to this effect at least twenty-one (21) days in advance, grant him/her leave with pay reimbursable by the Union. Such leave shall be renewable from year to year for the duration of the professor's term of office.

The same provisions shall apply to each professor appointed to a non-elective position by the CSQ or the FEC (CSQ).

**3-2.12**

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 position was elective. In the case of a non-elective position, the return to work shall coincide with the beginning of the next semester.

If a professor ceases to perform non-elective union duties and cannot return to his/her teaching position immediately because of the conditions stipulated in the preceding paragraph, he/she shall be granted leave without pay starting on the date on which the College is officially notified of this situation by the organization for which the professor was granted leave.

During this leave without pay, the professor shall continue to benefit from all the rights that he/she had as a professor on leave with pay.

In addition, and under the same conditions, in the case of a professor's return to work as provided for in this clause, the College shall grant the professor leave without pay of up to one (1) year upon request presented at the time set for submission of his/her notice of return to work.

**3-2.13**

For the reimbursement of salaries provided for in this article, the Union shall pay the College the gross salary of each substitute professor for the period in question.

Furthermore, the Union shall also reimburse the College for the cost of fringe benefits (at the time of signing, these included the employer's contribution to the Régime de rentes du Québec, Employment Insurance, the Fonds des services de santé du Québec and the Commission de la santé et de la sécurité du travail) paid for the professor on leave in accordance with clause 3-2.06, 3-2.09 or 3-2.11.

### **3-2.14**

The amounts owed by the Union to the College for salary reimbursements shall be paid within thirty (30) days of the remittance to the Union of a detailed statement for the year, the month or the semester, indicating the names of the professors on leave, the duration of their leave, the names of the substitute professors, and the amounts to be paid.

### **3-2.15**

Upon request by the FEC (CSQ) submitted within five (5) working days, unless otherwise agreed upon, the College shall grant leave without loss of pay but with reimbursement by the Union to a professor in order that he/she may assume the duties of attorney or union assessor. In the case of an attorney, such leave shall apply to preparatory work and arbitration hearings and sessions. For an assessor, it shall apply to arbitration sessions and subsequent deliberations.

### **3-2.16**

A professor who benefits from a leave under this article shall retain all the rights provided for in the collective agreement, unless otherwise stipulated

### **3-2.17**

The number of professors obtained from the application of article 8-4.00 shall include resources to whom the College has granted leave for local union activities, upon agreement between the parties.

## **Local Activities**

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

### **3-2.18**

In cases where it is impossible to discuss the grievance outside his/her hours of availability, a professor may take leave from work without loss of pay or reimbursement by the Union for the period of time during which his/her presence is required for this purpose.

### **3-2.19**

A union representative who accompanies a professor at the presentation or discussion of his/her grievance may take leave from work after giving reasonable notice to the College, without loss of pay or reimbursement by the Union.

### **3-2.20**

For the hearing of a grievance before an arbitration board, the professor in question and one (1) official representative of the Union may take leave from work after giving notice to the College, without loss of pay or reimbursement by the Union, in order to attend the arbitration sessions.

**3-2.21**

A professor called as a witness before an arbitration board may take leave from work, after giving notice to the College, without loss of pay or reimbursement by the Union. The duration of the leave shall then be subject to the requirements of the arbitration board.

**3-2.22**

A professor who is a member of the executive committee of the Union and the union delegate or his/her substitute may take leave from work without loss of pay or reimbursement by the Union to participate in a meeting with representatives of the College.

**3-2.23**

A professor who is a member of a commission or a committee provided for in this collective agreement may take leave from work without loss of pay or reimbursement by the Union, in order to attend any meeting convened.

The same shall apply to the Union representatives appointed under clause 4-3.02.

**3-2.24**

A professor who is appointed or elected to a union position may, after notifying the College, take leave from work for union activities without loss of pay but with reimbursement by the Union, when such leave prevents him/her from attending an activity included in his/her work schedule.

**3-2.25**

A professor may take leave from work without loss of pay but with reimbursement by the Union in order to participate in official union activities when such leave prevents him/her from attending an activity included in his/her work schedule, provided that a request for such leave is made well in advance and that the leave will not seriously compromise his/her duties or the proper functioning of the College.

**3-2.26**

All requests for leave for union activities shall be signed by the professor and approved by an authorized representative of the Union.

**3-2.27**

An authorization for such leave may be refused:

- a) if the professor has already benefited, during the course of a given teaching year, from authorizations for leave for union activities totalling thirty (30) working days;
- b) if the leave is to exceed five (5) consecutive working days.

This clause shall not apply to members of the executive of the FEC (CSQ).

**3-2.28**

At the local level, the parties may agree to grant leave for internal union duties. Such leave shall be allocated from among professors allocated to the College, without reimbursement by the Union.

Without restricting the scope of the preceding paragraph, the minimum number of full-time professors or the equivalent granted leave in this way shall be as follows:

- one (1) professor for a college having an allocation of one hundred (100) professors or more;
- 0.75 professor for a college having an allocation of between fifty (50) and one hundred (100) professors;
- 0.5 professor for a college having an allocation of fewer than fifty (50) professors.

**3-2.29**

For the reimbursement of salaries provided for in this article, the Union shall pay the College the gross salary of each substitute professor for the period concerned.

**3-2.30**

The amounts owed by the Union to the College for salary reimbursements shall be paid within thirty (30) days of the remittance to the Union of a detailed monthly statement indicating the names of the professors on leave, the duration of their leave, the names of the substitute professors and the amounts to be paid.

**3-2.31**

The parties agree that the course schedule shall not include a course load equivalent to five (5) consecutive course periods per week for members of the union executive, provided that the College is officially informed of the names of the professors in question in time to establish the course schedule accordingly.

**3-2.32**

A professor who benefits from a leave under this article shall retain all the rights provided for in the collective agreement, unless otherwise stipulated.

## **Article 3-3.00 – The Right to Meet, Office Space and Postings**

### **3-3.01**

The College shall provide the Union with adequate office space for its secretarial activities. The furnishings shall be determined by agreement between the College and the Union. In addition, the College shall assume responsibility for the general upkeep of the office space.

### **3-3.02**

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

### **3-3.03**

The College shall allow the Union to use its regular addressograph, photocopying, printing and audiovisual services, in accordance with the operating rules of these services.

## **Meetings and Postings**

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

### **3-3.04**

The Union shall have the right to hold meetings of professors on College premises provided advance notice is given. Such use of the premises shall be free of charge unless additional expenses are incurred.

### **3-3.05**

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

### **Article 3-4.00 - Union Dues**

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

#### **3-4.01**

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

#### **3-4.02**

For the purposes of this article, the amount of union dues shall correspond to the rate or amount indicated in a written notice to the College. Such notice shall also indicate:

- a) the date of the first (1<sup>st</sup>) deduction, which may not be earlier than thirty (30) days after the College has received said notice;
- b) the number of consecutive pays from which the College is to deduct the dues.

#### **3-4.03**

The College shall forward a cheque payable at par value each month to the Union for the amount of union dues deducted at source from each pay. This cheque shall be remitted to the Union between the first (1<sup>st</sup>) and the 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 the FEC (CSQ) every month.

The detailed statement shall indicate: the names of the professors, their social insurance numbers, their annual salary, the salary paid for each pay period including, if necessary, any additional remuneration, as well as the amount of each individual deduction of dues. Upon agreement between the parties, this statement may also include other information.

#### **3-4.04**

When one or the other of the parties asks the Commissaire général du travail to rule on whether a professor is covered by the accreditation certificate, the College shall continue to deduct union dues and to remit this money to the Union. Should the Commissaire du travail determine that the professor is not covered by the accreditation certificate, the Union shall reimburse the amount deducted.

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

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

#### **Program Committee**

##### **4-1.01**

The college shall set up a program committee for each program it offers leading to a DCS.

The criteria for setting up the program committees shall be established by the College after consultation with the Union. However, professors teaching the particular program of study shall make up the majority of professors on the program committee.

##### **4-1.02**

The mandate of the program committee shall be:

1. to define its internal rules of operation and to form such committees as are necessary;
2. to ensure the quality and harmonization of the program and the integration of learning;
3. to participate in the development, implementation and evaluation of the program;
4. to gather the recommendations of the departments in question at the appropriate time;
5. to make recommendations to the College that are likely to improve the quality of the program.

##### **4-1.03**

The program committee shall designate a program coordinator. Generally speaking, this person is a professor who is already a member of the committee. The College, with just cause, may revoke the designated person's right to act as coordinator.

## **Departments and Departmental Coordination**

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

### **4-1.04**

For the purposes of this collective agreement, a department shall consist of all regular professors in one or more subjects at a given college.

### **4-1.05**

The criteria for creating departments and establishing their number shall be established by the College after a meeting between the College and the Union, as provided for in article 4-3.00.

### **4-1.06**

The functions of a department are as follows:

1. to define its internal rules of operation and to form such committees as are necessary;
2. to appoint professors to the selection committee in accordance with article 4-4.00;
3. to ensure professional assistance to new professors;
4. to make recommendations to the College that are likely to improve the quality of teaching;
5. to analyze the department's needs and human and material resources;
6. to appoint professors to committees of the Ministère and to inform the College of these appointments;
7. to recommend to the College the terms and conditions of interdisciplinary and interdepartmental relations;
8. to recommend to the College, if applicable, any special conditions for admitting students within the framework of the general conditions established by the basic regulation;
9. to recommend to the College choices for complementary courses to be offered;
10. to define the objectives, apply the teaching methods and establish the means of evaluation for each course for which it is responsible;
11. to give the professional development committee its opinion on professors' requests for professional development;
12. to recommend a policy to the College with a view to enabling the region to benefit from departmental resources.



**4-1.07**

The department's professors, using their own procedures, shall appoint a department coordinator for the following teaching year no later than April 1. They may appoint, if applicable, other professors from the department to assume specific responsibilities. In such a case, the department may apportion the leave provided for in clause 4-1.16 accordingly. The College is then informed of the name of the coordinator and, if applicable the names of the other professors.

**4-1.08**

Should the professors fail to appoint a coordinator, the College shall take responsibility for doing so and the provisions of clause 4-1.16 shall not apply to this particular department. The College may revoke the appointment of a department coordinator for just cause. The College may also revoke the appointment of a department coordinator at the department's request.

**4-1.09**

The department coordinator shall be a professor who, regardless of status and as of the beginning of his/her term of office, maintains a minimum teaching load.

**4-1.10**

The term of office of a department coordinator shall be one (1) year and shall be renewable.

**4-1.11**

The department coordinator shall coordinate the department's activities as provided for in clause 4-1.06.

**4-1.12**

The department coordinator shall perform the administrative tasks inherent in his/her position and manage the department's budget.

**4-1.13**

The department coordinator shall report to the College on the following departmental matters:

1. distributing and weighting teaching activities within the norms established by the collective agreement and by the College;
2. ensuring that objectives are defined, that teaching methods are applied and that means of evaluation are established for each course for which the department is responsible;
3. ensuring that all courses for which the department is responsible are given and to guarantee their quality and content;
4. preparing the department's budget estimates;
5. studying, establishing and maintaining, if applicable, appropriate relationships with institutions, organizations and companies, taking into account the means made available by the College;
6. setting up a review committee made up of three (3) people, including the professor in question, and empowered to modify students' final marks, if applicable;

7. preparing the department's annual work plan and an annual report of its activities.

**4-1.14**

The coordinator shall forward the department's annual work plan and report to the College. The information contained in these documents may not be used to evaluate professors.

**4-1.15**

Hospitals or clinics shall be selected in collaboration with the department(s) in question; the same shall apply to the organization of internships.

**4-1.16**

For the purposes of this article, the College shall release full-time professors or the equivalent resulting from the application of clause 8-4.04 to take on the duties of department coordinator.

The College shall apportion the reduction in workload resulting from this clause after submitting the matter to the Union in accordance with article 4-3.00. 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, unless otherwise agreed upon by the local parties.**

### **4-2.01**

The College shall provide the Union and the FEC (CSQ) with a list of professors, a list of professional and administrative staff and a list of members of the board of directors.

The list shall give the following information for each professor:

- a) given name and surname;
- b) date of birth;
- c) sex;
- d) citizenship;
- e) address;
- f) social insurance number;
- g) telephone number;
- h) classification: education and experience;
- i) seniority;
- j) status: tenured, non-tenured, substitute;
- k) title: full-time, part-time, hourly paid;
- l) years of professional and industrial experience;
- m) salary;
- n) in the case of a professor on leave, the nature and duration of the leave.

The Union must receive this list no later than twenty (20) working days after the beginning of the first (1<sup>st</sup>) semester.

In the second (2<sup>nd</sup>) semester and within the same time limit, the College shall only be required to send to the Union and the FEC (CSQ) corrections to the list supplied during the first semester.

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

**4-2.02**

The College shall provide the Union with one (1) copy of each professor's timetable no later than twenty (20) working days after the beginning of the semester.

**4-2.03**

The College shall provide the Union with two (2) copies of all documents related to this collective agreement, and of any general order or document of interest to professors. The College shall also post a copy of these documents.

**4-2.04**

The College shall provide the Union with two (2) copies of any non-confidential document distributed to the members of, or produced by, any commission, committee or council to which the Union has appointed or proposed members, as well as notices of meetings, draft agendas and minutes of the meetings of the board of directors.

**4-2.05**

The College shall provide the Union and the FEC (CSQ) with one (1) copy of the complete list of regular students and of the list of continuing education students taking courses integrated into the regular timetable, and a list of the courses in which they are enrolled. This shall be done within thirty (30) working days following the beginning of each semester.

**4-2.06**

The College shall provide the Union as soon as possible with a complete list of members of all college committees and commissions on which professors serve. In addition, the College shall supply a complete list of members of all committees and commissions within the College whose duty it is to define the general objectives of the College or a given sector.

**4-2.07**

The Union shall provide the College as soon as possible with a list of the members of its executive council or the equivalent.

Where there is a substitution, the College shall be informed as soon as possible of the new appointments.

**4-2.08**

By mutual agreement, the College may transmit all or any of the information referred to in this article to the Union and the FEC (CSQ) in electronic format.

### **Article 4-3.00 - Meetings Between the College and the Union**

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

#### **4-3.01**

Regarding any question related to the application and interpretation of the collective agreement and any question likely to maintain or improve labour relations, the College or the Union may request a meeting with the other party.

#### **4-3.02**

Within thirty (30) working days following the coming into effect of this collective agreement and subsequently before October 15 of each year, the parties shall inform each other of the names of those persons authorized to represent them for the purposes of this article.

#### **4-3.03**

The representatives of the parties shall meet within five (5) working days following a written request to that effect from either of the parties. The parties shall come to an agreement regarding the agenda, the date and the location of such meeting.

#### **4-3.04**

Each party shall send the other party, as soon as possible and no later than forty-eight (48) hours prior to said meeting, all documents in its possession deemed relevant to the items on the agenda. The agenda shall be closed forty-eight (48) hours prior to the meeting. The College shall then post the agenda for the benefit of all professors.

#### **4-3.05**

Should the representatives of the College fail to attend a meeting, the College may not proceed with the items on the agenda.

Should the Union representatives fail to attend a meeting, the College may proceed with the items on the agenda.

#### **4-3.06**

A professor whose case is to be discussed at a meeting convened under the terms of this article shall receive prior written notice to this effect from the College. Should he/she so request, the professor shall be heard at said meeting.

#### **4-3.07**

The text of any agreement between the parties shall be signed before the meeting is adjourned. The College shall proceed with items on the agenda for which no agreement has been reached.

#### **4-3.08**

Within five (5) working days following a meeting of the parties during which the case of a professor has been discussed, the College shall inform said professor as to whether or not an agreement has been reached.

If no agreement has been reached, the professor shall be informed at least two (2) working days before any decision is made in his/her case.

**4-3.09**

Within ten (10) working days following a meeting between the parties, the College shall give written notice to the Union and the professor concerned, where applicable, of its decision and the reasons for such decision.

However, unless otherwise agreed upon by the parties, the College shall not be obliged to inform each professor individually of a decision affecting the whole teaching staff. In such cases the College shall post said decision.

**4-3.10**

Under exceptional circumstances, such as decisions relating to general policy, the College shall be entitled to a longer period of time than that provided for in clause 4-3.09 in order to make its decision known.

**4-3.11**

The College shall meet with the Union before reaching decisions on the following questions:

- a) measures concerning teaching transfers, agreements with other educational institutions and modification of educational structures, staff reductions, the closing of an option, partial teaching transfers, the opening of an option, the total or partial transfer of an option, regionalization, the introduction of institutional courses;
- b) contractual implications resulting from the measures provided for in paragraph a) of clause 4-3.11;
- c) modifications to working conditions caused by changes in the basic regulation or the use of new teaching methods or techniques;
- d) any exception to the exclusivity clause as defined in clause 5-1.16;
- e) any request for leave without pay not covered by this collective agreement;
- f) the dismissal of a professor;
- g) any disciplinary measure taken in accordance with article 5-18.00;
- h) the hiring of interns or volunteers;
- i) the hiring of a regular professor, except in the cases covered by subparagraphs 1, 2, 3, 4, 5 and 6 (subparagraphs 1, 2 and 3), 7 and 15 of paragraph a) of clause 5-4.17;
- j) the establishment of criteria for the creation of departments and the establishment of their number;
- k) the preparation of the school calendar;

- l) the shifting of the vacation period of a professor under the provisions of clause 8-2.04;
- m) any other topics specifically mentioned in the collective agreement.

**4-3.12**

At the Union's request, the College shall meet with the Union to discuss any dispute relating to:

- a) changes in a professor's teaching duties;
- b) transfers;
- c) the distribution of teaching duties;
- d) the assignment of professors to continuing education courses and to long-term substitution;
- e) the teaching load;
- f) the evaluation of experience;
- g) the reintegration of a professor;
- h) the application of the travel and accommodation expense schedule, as specified in article 6-6.00;
- i) the application of the moving expense schedule as specified in Appendix V-6;
- j) the contractual implications resulting from a disruption or interruption of normal college operations;
- k) an unfavourable remark or incriminating note entered in a professor's personal file.

**4-3.13**

Should one of the parties so request, any grievance filed in accordance with the provisions of clause 9-1.03 may bring about a meeting between the College and the Union under the provisions of this article, for the purposes of reaching an agreement.

**4-3.14**

Any agreement reached under the terms of this article shall be binding on the College, the Union and the professor. However, such an agreement cannot restrict the rights of the professor as provided for in this collective agreement unless the professor is himself/herself a party to such agreement.

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

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

### **4-4.01**

Subject to the provisions of article 5-4.00, the College shall set up selection committees to recommend the hiring of applicants selected by such committees.

### **4-4.02**

The selection committee shall be composed of:

- a) three (3) professors chosen by the professors of a department, who may also designate substitutes;
- 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 selection committee by the College.

### **4-4.04**

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

The committee shall base its recommendations mainly on professional competence and pedagogical aptitude, subject to the provisions of any equal access to employment program established in accordance with article 2-4.00.

### **4-4.05**

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

If the recommendation to hire a candidate is unanimous, the College shall hire the recommended candidate. If it is not unanimous, the committee shall inform the College of the reasons for its majority hiring recommendations and submit as well, in order, the ten (10) best candidates who were not recommended for hiring.

### **4-4.06**

Should the committee fail to recommend an applicant for an assignable workload, the College shall proceed.



## **CHAPTER 5-0.00 - EMPLOYMENT AND FRINGE 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 measures or warning, on the date his/her contract expires.

#### **5-1.03**

The College shall hire a professor to assume a teaching load left vacant due to a professor's departure or leave if the absence is made known in time to apply the provisions respecting posting and exceeds fifteen (15) working days, unless a professor assumes this teaching load in accordance with clause 5-4.07 or 5-4.22.

#### **5-1.04**

- a) In cases where a 0.5 annual teaching load is likely to be assumed by a single professor in a given semester, the College shall hire a professor for full-time duties for one (1) semester and pay him/her one half (1/2) of an annual salary.

The teaching load of such professor shall be calculated using Appendix VIII-1. If such teaching load exceeds forty-four (44) credits, the excess shall be remunerated as follows:

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

If a professor having received such additional remuneration becomes a full-time professor, he/she shall receive a full annual salary, subject to the provisions of paragraph d) of clause 8-5.01.

- b) The teaching load of a part-time professor, based on Appendix VIII-1, shall not result in a full-time equivalent (FTE) being less than that of the teaching load the professor received at the start of the semester, unless a reduction in student course enrolment recorded before the twenty-first (21<sup>st</sup>) day of each of the semesters considered leads to a reduction in one or more blocks of courses.

In such a case, the professor's FTE shall be recalculated on the basis of Appendix VIII-1, starting with the teaching load the professor received at the start of the semester, less the loss of blocks of courses.

- c) A part-time professor with a teaching load of sixty (60) regular credits or more who teaches summer courses or acts as a substitute shall become a full-time professor if these courses,

in accordance with Appendix VIII-1, allow him/her to reach a teaching load of eighty (80) credits, which he/she would not have reached by teaching in the regular program only.

For the exclusive purposes of this paragraph, the FTE obtained by the ratio between the difference in salary obtained from his/her full-time salary less the sum of his/her salary from his/her part-time teaching load and his/her salary as an hourly paid professor, and his/her full-time salary shall be deducted from the resources provided for in article 8-4.00.

#### **5-1.05**

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 subject other than the one stipulated in his/her contract.

In the case of a subject that the professor has not taught for the last ten (10) years, he/she may request that the College remove that subject from his/her teaching contract. The College shall provide sufficient reason for refusing the professor's request. If arbitration is required, the procedure shall be as set out in clause 9-3.03.

#### **5-1.06**

When hiring professors and for the purposes of the local application of clauses 5-4.05 and 5-4.06 and article 8-4.00 of the collective agreement, the subjects listed in Appendix V-1 may be subdivided or grouped together to take existing local practices into account, in accordance with the provisions of Appendix V-2.

However, registration on the lists of the placement office shall be in accordance with the list in Appendix V-1 and the job security provisions shall apply accordingly.

#### **5-1.07**

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

Such professor may not resign after this date without the consent of the College. The College shall not withhold its consent without a valid reason. In the event of arbitration, the board shall have the power to rule on the merits of the grievance and the respective motives of the parties, taking the circumstances into consideration; it may also award an indemnity to the wronged party. A professor who gives such notice shall remain employed by the College and draw his/her salary until the effective date of his/her departure.

#### **5-1.08**

The College shall inform a non-tenured professor in writing and before June 1 of the specific reasons related to his/her professorial duties for not granting job priority in accordance with clauses 5-4.17, 8-6.03 and 8-7.01. A copy of the notice signifying the refusal to grant job security shall be forwarded to the Union by the College.

#### **5-1.09**

The refusal to grant job priority to a non-tenured professor under the provisions of clauses 5-4.17, 8-6.03 and 8-7.01 shall not be subject to grievance, except in the case of a professor who:

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

It shall then be up to the College to establish that its decision is well founded.

**5-1.10**

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

**5-1.11**

In order to benefit, in any given contract year, from the hiring priorities provided for in subparagraphs 6 (subparagraph 4), 7 and 8 of paragraph a) and in subparagraphs 3, 7, 8, 9 and 12 of paragraph b) of clause 5-4.17 and in paragraph 2 of clause 8-7.01, a non-tenured professor at the College shall apply in writing during the preceding month of April, specifying his/her chosen subjects. Following an agreement between the parties, these deadlines may be postponed for all professors covered by this clause.

However, a professor who acquires hiring priority after the month of April shall send the College the notice mentioned in the preceding paragraph in order to benefit from such priority in the following months.

**The provisions of clause 5-1.11 may be subject to a local agreement between the parties. (R.S.Q., c. R-8.2, s. 70)**

**5-1.12**

When an assignable teaching load exists at the College, the faculty shall be notified in accordance with Appendix V-3; such notices shall be posted in the various buildings of the College, in particular in the professors' common room.

Any form may be used for posting provided that all the information appearing in Appendix V-3 is included.

One (1) copy of this notice shall be sent to the Union at the time of posting.

Within ten (10) days after the notice is posted, any professor may apply for the job in writing. Once the above deadline has expired, no other applications shall be accepted and the selection committee shall sit in accordance with the provisions of the collective agreement.

When a professor benefits from job priority in accordance with clause 5-4.17, the posting deadline may be modified upon agreement between the College and the Union.

**5-1.13**

Unless there is a shortage of available teaching personnel, a person who holds a full-time position at the College or elsewhere shall not be entitled to an assignable teaching load.

For the purposes of this clause, a part-time professor hired for full-time teaching duties in a given semester shall not be deemed to have a full-time teaching load. The same shall apply to an hourly paid professor who has not taught a minimum of seven hundred (700) periods since the preceding August 1.

Unless the parties agree otherwise, dual employment at the College or elsewhere shall be verified by means of a personal declaration made on the form provided for in Appendix V-9.

A professor who applies for full-time teaching duties in a given semester or for a full-time annual teaching load shall not be obliged to make such personal declaration if he/she meets one or the other of the following conditions:

- a) he/she has at least three (3) years' seniority;
- b) he/she has held a full-time teaching load for two (2) years.

#### **5-1.14**

The College may pay a severance benefit in return for a professor's resignation.

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

#### **5-1.15**

A professor shall be hired by means of a written contract on a form such as the one shown in Appendix XII-1. The professor may take a reasonable amount of time before signing his/her contract. An integral copy of the signed contract shall be sent immediately to the Union.

When a part-time professor becomes a full-time professor under the terms of clause 1-2.15, the College shall have him/her sign a full-time contract that shall cancel and replace previous signed contracts. The new contract shall specifically indicate that this professor has become a full-time professor under the terms of clause 1-2.15.

#### **5-1.16**

The professor undertakes to work exclusively for the College during his/her hours of availability. After meeting with the Union in accordance with article 4-3.00, the College may allow a professor to accept paid work other than his/her teaching at the College during his/her hours of availability. Such authorization shall be given in writing.

#### **5-1.17**

Subject to the provisions of article 5-4.00, the College shall hire a full-time professor to hold regular teaching duties. However, because of difficulties in recruiting or filling positions with less than a full-time workload, and after meeting with the Union in accordance with article 4-3.00, the College may hire a part-time professor. Moreover, the College shall not hire an hourly paid professor unless an agreement is reached between the parties. Notwithstanding the preceding provision, after meeting with the Union in accordance with article 4-3.00, and in the event of recruitment difficulties or other problems of a pedagogical nature corroborated by previously held local teaching practices, the College may hire an hourly paid professor.

**5-1.18**

The College shall give a copy of this collective agreement to each new professor before his/her hiring contract is signed, failing which said contract may be declared null and void by the professor concerned. Similarly, each professor shall supply the documents attesting to his or her qualifications and experience before signing his/her contract, failing which said contract shall be conditional and shall only become valid when said 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 attributable to the institution issuing said documents.

Upon signing the contract, the College shall give a copy of this clause to the professor, under separate cover.

**5-1.19**

The College shall inform the Union of all new assignments.

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

### **5-2.01**

To acquire tenure, a professor must be on full-time duty and satisfy all 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 in an available position to which he/she has been assigned in the course of either one of the two (2) contract years following his/her assignment by the College to an available position during two (2) consecutive years.

### **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 leave in accordance with the provisions of this collective agreement.

### **5-2.04**

A professor who had tenure in an institution replaced by the College shall acquire tenure at the College once his/her transfer is obtained.

### **5-2.05**

A tenured professor from another college or a government educational institution who has not been dismissed by said college or the Government and who is hired in the teaching year following his/her departure as a full-time professor shall obtain tenure when he/she is assigned to an available position.

### **5-2.06**

Notwithstanding clause 5-2.02, a professor shall acquire tenure at the beginning of a teaching contract as a full-time professor in the employ of the College in an available position to which he/she has been assigned in the course of either one of the two (2) contract years following his/her assuming a full-time teaching load during three (3) consecutive years. Two (2) of these consecutive years shall have been spent in teaching in the regular program.

### **5-2.07**

Notwithstanding clause 5-2.02, a professor shall acquire tenure at the beginning of his/her second (2<sup>nd</sup>) consecutive teaching contract as a full-time professor in the employ of the same College in an available position if, prior to his/her first (1<sup>st</sup>) teaching contract as a full-time professor in the employ of the College in an available position he/she accumulated three (3) years' seniority for purposes of job security.

### **5-2.08**

Notwithstanding clause 5-2.02, a professor shall acquire tenure at the beginning of a teaching contract as a full-time professor in the employ of the College in an available position, if he/she previously accumulated five (5) years' seniority for purposes of job security.

**5-2.09**

A year during which a professor has been on leave in a full-time capacity for one (1) complete semester or more shall be deemed to be a consecutive year or a consecutive contract for the purposes of clauses 5-2.02, 5-2.06 and 5-2.07, but shall not be credited toward the acquisition of tenure.

Similarly, the seniority accumulated during a period of disability covered by paragraph b) of clause 5-4.16 in accordance with paragraph i) of clause 5-3.04 shall not be credited toward the acquisition of tenure.

However, a professor who has acquired three (3) years' seniority for purposes of job security may be granted one (1) or more full-time leaves of one (1) semester or more up to a maximum of one (1) year, in accordance with the provisions pertaining to parental rights, without suffering any delay in acquiring tenure.

Furthermore, provisional assignment, maternity leave and the extensions provided for in clause 5-6.12 shall not delay the acquisition of tenure.

**5-2.10**

To acquire tenure as defined in this article, an employee from another employment category shall resign from his/her current position.

**5-2.11**

A tenured professor who is not on availability shall not benefit from job security in more than one employment category in his/her college.

## **Article 5-3.00 - Seniority for Purposes of Job Security**

### **5-3.01**

The official seniority lists for purposes of job security in effect on the date the collective agreement is signed shall remain in effect.

For the duration of the collective agreement, the College shall calculate seniority in the way specified in this article, on the first (1<sup>st</sup>) day of the contract year, based on the most recent official seniority lists.

### **5-3.02**

Seniority shall be calculated as follows:

- a) for full-time professors: one (1) contract year shall be worth one (1) year of seniority;
- b) for part-time professors subject to paragraph c): in proportion to their teaching load expressed as full-time equivalents in accordance with clause 8-4.08;
- c) for professors benefiting from salary protection as defined in clause 5-4.22: half (1/2) a year of seniority;
- d) for hourly paid professors: in proportion to their teaching load expressed as full-time equivalents in accordance with clause 8-4.08;
- e) for professors on half-time leave under article 5-16.00:
  - i) one (1) year of seniority per year, for the first two (2) years on leave;
  - ii) half (1/2) a year of seniority for each additional year on leave;

In no case shall a professor accumulate more than one (1) year of seniority in any contract year.

### **5-3.03**

The seniority list shall be drawn up by subject and by seniority and, in the case of equal seniority, by years of experience and, in the case of equal experience, by years of schooling, within thirty (30) working days after the start of the fall semester. It shall also indicate whether the professor works in regular or continuing education.

Copies of this list shall be posted immediately, forwarded to the Union and the FEC (CSQ) and given to each professor in order that it may be corrected, if need be, within the next twenty (20) working days. Following this deadline, the corrected list shall become official.

If, as a result of an objection, a professor's seniority is corrected, the list shall be corrected immediately.

Copies of the official list shall be posted immediately and forwarded to the Union and the FEC (CSQ). The College shall advise all professors of all changes made to the original list.



The list drawn up by subject states that the professor's status and title also count for the purpose of establishing job priority.

Furthermore, within thirty (30) working days after the start of the fall semester, the College shall draw up a list in alphabetical order and send it to the Union and the FEC (CSQ).

**5-3.04**

Seniority shall continue to be accumulated:

- a) during an absence, leave or holiday provided for in the collective agreement, unless otherwise stipulated. However, during a leave without pay not covered by the collective agreement, a professor shall not accumulate more than one (1) year of seniority under this paragraph;
- b) during a suspension;
- c) during the period in which a professor is placed on availability and as long as the professor's name remains on the placement office's lists;
- d) during an activity described in clause 8-3.01;
- e) during each year of the plan provided for in article 5-13.00;
- f) while on service loan under the terms of article 5-15.00;
- g) while serving on a committee under the terms of the collective agreement;
- h) during a provisional assignment, as provided for in article 5-11.00;
- i) during periods of disability covered by paragraph b) of clause 5-4.16; in this case, the amount of seniority recognized shall not exceed one hundred and four (104) consecutive weeks.

**5-3.05**

Seniority shall cease to be accumulated but shall remain credited to the professor:

- a) during leave for public duty for more than one (1) semester, unless other legislative provisions are more advantageous;
- b) during any leave without pay not covered by clause 5-3.04;
- c) after the deadlines given in clause 5-5.22 have expired;
- d) when the professor occupies an academic position outside the bargaining unit, except in the case covered by article 5-11.00;

- e) during the three (3) years immediately following the year during which a non-tenured professor was assigned teaching duties. However, this three (3)-year period shall be extended to five (5) years in the cases covered by paragraph H) of clause 5-4.21.

**5-3.06**

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) if a professor is not hired by the College during the period referred to in paragraph e) of clause 5-3.05.

**5-3.07**

The deadlines provided for in clause 5-3.03 shall not deprive a professor of the rights gained through his/her seniority.

**5-3.08**

In order to ensure that the seniority of all professors is calculated on the same basis for relocation purposes, the following terms and conditions shall apply:

1. In order to convert hours of seniority into years when necessary, for the purposes of article 5-4.00, the placement office shall use the following rule: five hundred and twenty-five (525) teaching periods shall be worth one (1) year of seniority.
2. When it is necessary to determine which professor covered by the FEC (CSQ) agreement, the FAC agreement or the FNEEQ (CSN) agreement has more seniority for relocation purposes in accordance with article 5-4.00, the placement office shall establish the seniority of these professors so as to ensure that only the seniority recognized under the terms of all of the above agreements is counted.
3. When a professor is relocated to a college, his/her seniority for purposes of job security shall be established by the placement office.

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

### **5-4.01**

The purpose of this article is to define a job security plan for full-time tenured professors and to foster better use of teaching staff in colleges.

A professor on leave or on temporary assignment shall be covered by the provisions of this article.

For the purposes of this article, the term "zone" shall be understood, for each college, to include all the colleges in the given zone, as defined in Appendix V-4.

For the purposes of this article, the term "sector" shall be understood, for each college, to include all the colleges in the given sector, as defined in Appendix V-5.

For the purposes of clauses 5-4.07 and 5-4.17, a program shall be closed on the date the relevant resolution is adopted by the board of directors of the College.

### **5-4.02**

As soon as the College undertakes negotiations with the purpose of modifying, suspending or transferring administrative or pedagogical responsibilities to a school board or a public or private corporation for the purposes of regular education, or as soon as it undertakes to modify its educational structures or programs, it shall consult the Union in accordance with the provisions of the collective agreement, at least six (6) months before the transfer, suspension or modification takes effect.

### **5-4.03**

A) The College shall make an effort to obtain a commitment from the third party concerned to respect the employment and working conditions of the professors concerned before any suspension or total or partial transfer of teaching.

If the third party concerned does not undertake to respect the employment and working conditions of the professors concerned or if the suspension or transfer involves travelling outside the zone of the college at which the professor teaches, any professor who refuses to change employers for either of these reasons shall benefit from the provisions related to job security.

B) When, due to the complete closing of a college, the complete or partial closing of an option, the complete or partial regionalization of options, modifications to the basic regulation or modifications to teaching programs decreed by the competent authorities, there is a surplus of professors in a college, the provincial parties, within the framework of clause 2-2.02, may agree on specific ways to settle such surplus. Failing an agreement, the job security provisions of this agreement shall apply to the professors concerned.

### **5-4.04**

When the College reduces the number of its tenured professors within a subject, it shall meet with the Union under the terms of the collective agreement before placing professors on availability.

#### **5-4.05**

The number of surplus professors within a subject (or what has been agreed to under the terms of clause 5-1.06), 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 subject in a given year;

and,

- b) on the other hand, the sum total of teaching positions in this subject in accordance with article 8-4.00 and the number of full-time teaching loads planned for the subject.

Following agreement between the parties to this effect, and in order to limit the number of professors placed on availability, as well as for reasons related to difficulties in the recruitment of professors, the nature of subjects being taught or prior teaching practices, the College may create or maintain a teaching position in a subject by grouping together residual teaching duties from different subjects. The subject of the teaching position so created or maintained shall be specified in the agreement.

A position cannot be created in a multidisciplinary subject listed in Appendix V-1.

#### **5-4.06**

- A) When there is a surplus of professors in a given subject as a result of the application of clause 5-4.05, the College shall identify each surplus professor. The College shall then place those surplus tenured professors who are not assured of a full salary the following teaching year on availability. The College shall begin with the professor who has the least seniority for purposes of job security, or seniority being equal, with the one who has the least experience, or experience being equal, with the one who has the fewest years of schooling, in accordance with the criteria provided for in the collective agreement and subject, if applicable, to any equal access to employment program established under article 2-4.00.

Notwithstanding the preceding paragraph, if a surplus professor assured of a full salary the following year has less seniority or, seniority being equal, has less work experience or, experience being equal, has fewer years of schooling than a professor placed on availability in the same subject, he/she shall be deemed to have been placed on availability for the purpose of applying the provisions related to relocation to a teaching position. If he/she is offered a position, he/she shall not fill the position until the following year.

A professor who is placed on availability under the terms of this clause shall receive written notice to this effect between May 1 and May 31. The College shall not be required to give the above notice to a professor who has already been placed on availability and who has remained on availability ever since.

- B) The College shall cancel the availability status of a professor if it finds that an expected surplus of personnel in his/her subject, established in accordance with clause 5-4.05, has not occurred.
- C) A professor who is placed on availability in accordance with the provisions of paragraph A) above, to whom the College intends to assign a full-time teaching load, shall have his/her

placement on availability cancelled; the same shall apply when the yearly teaching load of a professor placed on availability reaches eighty (80) credits.

Furthermore, the College shall cancel the placement on availability of a professor who is assured a full salary during the given teaching year.

Notwithstanding the preceding provisions, if a professor who is assured a full salary during a given teaching year has less seniority or, seniority being equal, has less work experience or, experience being equal, has fewer years of schooling than a professor placed on availability in the same subject, he/she shall be deemed to have been placed on availability for the purpose of applying the provisions related to relocation to a teaching position. If he/she is offered a position, he/she shall not fill the position until the following teaching year.

Should the professor's placement on availability be cancelled after May 1, it shall apply only to the contract year during which the professor actually held said teaching load or received a full salary and shall not result in the cancellation of the placement on availability for the following year.

- D) Should the availability status of a professor be cancelled, the College shall notify the professor in question and send a copy of such notice to the Union. In addition, the College shall notify the placement office, which in turn shall strike the name of the professor from its lists.

#### **5-4.07**

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

- A) The year of his/her relocation, up to five (5) working days following the beginning of classes in the college where he/she worked before being relocated, the professor shall retain the right to return to an available position in his/her college, either in his/her subject or in another subject, if he/she applies and meets the normal requirements of the position. In the latter case, the College may hire this professor, even against or in the absence of a recommendation from the selection committee provided for in the collective agreement.

Subsequently, during the 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, wants to exercise his/her right to return to an available position appearing on the lists from the placement office as provided for in paragraphs B) and C) below, shall inform the placement office in writing before May 1 of the same year.

However, a professor who has been relocated to another college under subparagraph 6 (subparagraph 2) of paragraph a) of clause 5-4.17 shall not benefit from this right to return to an available position in his/her former college. Furthermore, he/she shall be deemed to have resigned from his/her former college as of the effective date of his/her new work contract in the new college.

- B) The placement office shall, no later than June 10, send each professor on availability registered with the placement office an identical list indicating:
1. the teaching positions available, as well as the annual full-time substitution teaching loads for each college and for each subject, and indicating the language of instruction and whether the order of hiring priority set out in Schedule 3 of the Act respecting conditions of employment in the public sector (S.Q., 2005, c. 43) apply;
  2. the names of the professors who have been placed on availability, of those who wish to exercise their right to return and, for each one, the date of his/her being placed on availability, seniority for purposes of job security, experience, years of schooling, subject, college and language of instruction.

Similarly, the placement office shall, no later than June 10, send each college and union the names of all full-time non-tenured professors stating in each case the seniority for purposes of job security, experience, years of schooling, subject, college and language of instruction.

- C) Subsequently, the placement office shall, no later than August 10, send a second (2<sup>nd</sup>) list including only the information set out in subparagraph 1) of paragraph B) of this clause.

Finally, no later than October 7, it shall send a third (3<sup>rd</sup>) list of positions available for each college and for each subject, indicating the language of instruction.

- D) A professor shall express his/her intention to be relocated voluntarily in accordance with subparagraphs 4 and 5 of paragraph a) of clause 5-4.17. He/she shall express his/her choice of positions available in his/her college's zone or in a college in another zone in his/her subject in order of preference.

The professor shall express his/her intention to be relocated voluntarily in accordance with subparagraphs 10 and 11 of paragraph a) of clause 5-4.17. He/she shall express his/her choice of positions available in his/her college's zone or in a college in another zone in another subject in order of preference.

A professor covered by subparagraph 6 (subparagraph 1) of paragraph a) of clause 5-4.17 shall express his/her choice, in order of preference, of positions available in his/her college's zone in his/her subject.

A professor covered by subparagraph 6 (subparagraph 2) of paragraph a) of clause 5-4.17 shall express his/her choice, in order of preference, of positions available in another zone in his/her subject.

A professor covered by subparagraph 6 (subparagraph 3) of paragraph a) of clause 5-4.17 shall express his/her choice, in order of preference, of positions available in another college in the same sector, in his/her subject.

For the purposes of paragraph b) of clause 5-4.17, unless he/she accepts a full-time continuing education teaching load in his/her college, a professor shall express his/her choice, in order of preference, of full-time annual substitute teaching loads in the colleges in

his/her college's zone, in his/her subject. If he/she so desires, he/she shall express his/her choice for an annual substitute teaching load in another subject.

These choices shall be forwarded in writing to the placement office no later than June 20 for the first (1<sup>st</sup>) list and no later than seven (7) days after receiving a list provided for in paragraph C) of this clause.

A professor who has a teaching load in his/her college that is at least equivalent to his/her salary protection, shall not be covered by the provisions of this paragraph.

Furthermore, a professor covered by clause 5-4.21 shall not be subject to the provisions of this paragraph or to other relocation procedures. The same shall apply to a professor who is still on disability after the period provided for in paragraph 3) of clause 5-5.22 has expired.

E) The placement office shall then offer the positions in the hiring order provided for in paragraph a) of clause 5-4.17, in accordance with the professor's choices and in accordance with the following provisions for the application of subparagraph 6 of paragraph a) of clause 5-4.17:

1) In applying paragraph 2, the placement office shall select a professor on availability from a college in another zone in the subject related to the specific training in a closed program, in accordance with the provisions of subparagraph 1 of paragraph F) of this clause.

The professor identified by the placement office shall be the one who has been on availability for the greatest number of years from among those who received a notice of placement on availability at least two (2) years previously.

If more than one professor has been on availability for the same number of years, the placement office shall select the professor with the least seniority or, seniority being equal, the professor with the least experience or, experience being equal, the professor with the least schooling.

2) In applying paragraph 3, the placement office shall select 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 identified by the placement office shall be the one who has been on availability for the greatest number of years from among those who received a notice of placement on availability at least two (2) years previously.

If more than one professor has been on availability for the same number of years, the placement office shall select the professor with the least seniority or, seniority being equal, the professor with the least experience or, experience being equal, the professor with the least schooling.

In addition, the rights and obligations of a professor in the subject related to the specific training in a closed program who received a notice of placement of availability at least

two (2) years previously, shall be the same as those of a professor placed on availability from another college in the same zone, regardless of whether or not the program is closed.

A professor placed on availability in another subject related to the specific training in a closed program shall have the same rights and responsibilities as a professor placed on availability, regardless of whether or not the program is closed.

- F) The 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 in order to give his/her answer in writing. Unless otherwise stipulated in this article and if the teaching position offered meets the requirements set out in subparagraph 1 or 2 below, as the case may be, the professor shall accept the position either in a college 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, in the same subject for which the professor was hired or, subject to the last subparagraph of paragraph b) of clause 5-4.17, that the professor was teaching the year he/she was placed on availability, and instruction is to be given in the language in which the professor taught at the time he/she was placed on availability unless he/she also wants to teach in another language. The college shall accept such professor.
  2. The teaching position offered is available, is not in the same subject for which the professor was hired or that the professor was teaching the year he/she was placed on availability, instruction is to be given in the language in which the professor taught at the time he/she was placed on availability, unless he/she also wants 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 receive the professor concerned and refer him/her to the selection committee provided for in the collective agreement for the evaluation of his/her ability to meet the normal requirements of the position. Travel expenses shall be payable by the professor's college of origin.

If the College considers that the professor meets the normal requirements of the position, even against or in the absence of a recommendation from the selection committee 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.

A professor placed on availability in the subject related to the specific training of a single closed program in the college's zone, who is covered by paragraphs E) and L) of this clause, shall accept the position, but shall not be obliged to fill it until the winter semester.

However, a professor covered by this paragraph to whom the placement office offers a position in another college and for whom, no later than June 26, a full-time teaching load is available for the fall semester in his/her college of origin shall not fill that position until the winter semester. His/her availability status may also be cancelled if the college can apply clause 5-4.06 prior to December 10, in his/her case.



Moreover, a professor covered by this paragraph to whom the placement office offers a position after publication of the third (3<sup>rd</sup>) list shall accept it, but shall not be obliged to fill the position until the following semester. During this period, he/she shall maintain his/her employment relationship with the college that placed him/her on availability and his/her salary protection in accordance with paragraph I) of this clause. He/she shall accept any assignment that a professor on availability, but not yet relocated, must accept.

Unless he/she is already assured of a teaching load in his/her college at least equivalent to his/her salary protection, a professor who has not yet been relocated shall accept an annual full-time substitution teaching load in a college in his/her college's zone. However, when a tenured professor on the placement office's list is assigned to such duties in another college, his/her name remains 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 subparagraph of this paragraph, a professor shall never be required to accept a position in a zone other than that of the college in which he/she was teaching at the time that he/she was placed on availability. If a professor accepts a position in a college in another zone, he/she shall not be required to accept a position outside this new zone, subject to the first subparagraph of this paragraph.

In the case of priority provided for in subparagraphs 2, 4, 5, 10 and 11 of paragraph a) of clause 5-4.17, where several professors placed on availability benefit from the same hiring priority, the professor with the most seniority shall be obliged to accept the position.

In the case of the other priorities provided for in paragraphs a) and b) of clause 5-4.17, where several professors placed on availability benefit from the same hiring priority, only the professor with the least seniority shall be obliged to accept the annual substitute teaching load or the position offered.

- G) A professor who is relocated in accordance with 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 compatible with the provisions of the collective agreement in force at the college that hires him/her. Moreover, he/she shall be considered to have resigned from his/her former college, at the expiry of the five (5) days pertaining to a professor's right to return, as provided for in the first subparagraph of paragraph A) of this clause.
- H) A professor who refuses a position or an annual full-time substitute teaching load that satisfies the conditions of paragraph F) of this clause shall have his/her name stricken from the list of professors benefiting from job security. He/she shall be deemed to have resigned from the college. The same rule shall apply if the professor does not contact 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. Nevertheless, the professor shall retain the right to file a grievance until the deadlines provided for in clause 9-1.03 have expired.

In addition, the provisions of this paragraph shall not apply to professors covered by paragraph E) of this clause who have been laid off from the subject related to the specific training of a single closed program in the same zone as the College if he/she notifies the

College and the placement office in writing within seven (7) days following receipt of the notice provided for in paragraph F) of this clause, that he/she waives his/her salary protection until he/she accepts an available position offered by the placement office. In this case:

a) the teacher shall not longer be entitled to salary protection as of:

the beginning of the contract year for a position offered on the first (1<sup>st</sup>) or second (2<sup>nd</sup>) list;

or

October 15 for a position offered on the third (3<sup>rd</sup>) list;

b) as of the date on which salary protection ceases to be paid, the professor shall be deemed to be on leave without pay. Subject to clause 5-5.19 and in accordance with the provisions of clause 5-5.01, the professor shall continue to participate in the basic health insurance plan if he/she pays all premiums. However, to continue to be entitled to the benefits of the other group insurance plans and other group plans such as the pension plan, the professor shall assume the full cost in accordance with the master policies or pension plans. The professor shall continue to accumulate seniority and shall have his/her relevant experience recognized under article 6-2.00;

c) he/she may make a choice in accordance with paragraph D) of this clause and the placement office may only offer him/her a position if it corresponds to such choice; if no choice is expressed, the placement office shall not offer the professor a position.

l) 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 during which he/she was 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, subject to a professor waiving his/her salary protection under paragraph H) of this clause, during the contract year following the year he/she received a notice placing him/her on availability and as long as he/she has not been relocated to an available position, the professor shall receive a salary equal to eighty per cent (80%) of the salary determined by his/her years of schooling and experience.

If a professor has not been relocated or assigned to annual full-time substitute duties, he/she shall accept teaching duties in his/her college, failing which he/she shall have his/her name stricken from the list of professors benefiting from job security and he/she shall be deemed to have resigned. However, such professor shall not be required to accept a teaching load superior to that corresponding to his/her guaranteed salary protection prorated to an individual teaching load of eighty (80) credits.

Notwithstanding the preceding paragraphs, a professor who accepts a teaching load justifying, through the application of some other relevant provision of the collective agreement, a salary superior to that which he/she is entitled as set out above, shall receive

the salary to which he/she is entitled in accordance with article 6-1.00, adjusted in due proportion to his/her actual individual teaching load as compared with an individual teaching load of eighty (80) credits.

A professor shall accept teaching duties made up of summer courses up to June 24, at the latest; for purposes of calculating the professor's individual teaching load, these courses shall be considered part of the winter semester and that professor shall be bound to give these courses in their entirety; should part of these summer courses coincide with his/her summer vacation, the professor shall be remunerated in accordance with clause 6-1.06.

- J) Unless a professor placed on availability and not relocated elsewhere is already handling a teaching load equivalent to his/her guaranteed salary protection prorated to an individual teaching load of eighty (80) credits, the College may assign him/her, up to the equivalent of the above teaching load, to one or more of the following activities provided for in paragraph b) of clause 8-3.01 for which he/she is qualified, without requiring his/her consent: participation, at the local level, in program development, implementation or evaluation; research related to teaching; pedagogical innovation, general academic guidance of students; activities in a technology transfer centre; or participation in institutional development related to the regular program. The corresponding individual teaching load, for any given semester, shall be calculated in accordance with the provisions of Appendix VIII-1.

Prior to assigning 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 any project for the use of available teachers proposed by the College or a department. If there is no agreement once this deadline has expired, the College may proceed with the professor's assignment to the activities referred to in the preceding paragraph.

In such a case, the professor shall be notified five (5) working days prior to the date of his/her assignment. The professor shall accept these activities, failing which he/she shall have his/her name stricken from the list of professors benefiting from job security and he/she shall be deemed to have resigned.

Should it become necessary to assign a teaching load in accordance with the provisions of paragraph I) after being assigned under the preceding paragraph, the professor shall accept the assignment but shall only be required to fill it five (5) working days after being so informed by the College.

- K) Moreover, a professor on availability may express a preference for intrasectorial relocation and benefit from the provisions of clause 5-4.20.
- L) In the case of a single closed program in the College's zone, no later than June 1 of the contract year during which the program is closed, a professor of the subject related to the specific training of the program who is placed on availability or who has already been placed on availability and remains on availability shall be notified once, in writing, that the program is closed. Similarly, a professor who is placed on availability during the following contract years shall be so notified.

No later than six (6) months following the date he/she is notified under the preceding paragraph, the professor may, if he/she so desires, choose one of the following measures:

1. Upon written request and provided he/she resigns, payment of a severance package equal to one (1) month's salary (based on his/her education and experience) for each year of service at the College as a professor up to a maximum of twelve (12) months' salary. The amount of the benefit shall be calculated as of the beginning of the contract year following the notice provided for in the first subparagraph of this paragraph.
2. Retraining for a reserved position in accordance with clause 5-4.21.
3. Preretirement leave in accordance with the terms and conditions of clause 5-4.15, granted if he/she is eligible for retirement or early retirement at the end of the leave under one of the retirement plans in effect in the public and parapublic sectors. The leave shall begin as of the beginning of the contract year following the notice provided for in the first subparagraph of this paragraph.

The professor shall make a choice only once during the period provided for in the second subparagraph of this paragraph and his/her decision to avail himself/herself of a measure shall be final.

#### **5-4.08**

A full-time non-tenured professor shall benefit from the following provisions beginning April 1 of the contract year and ending at the end of the second (2<sup>nd</sup>) contract year following the termination of his/her final contract:

- a) his/her name shall be registered with the placement office no later than April 1 of each year during which he/she has employment priority. A list of all registered professors shall be sent to every college and union by the placement office;
- b) he/she shall be provided with the necessary application form by his/her college, in order that he/she may benefit from the priorities provided for in subparagraphs 9 and 12 of paragraph a) of clause 5-4.17;
- c) the professor shall apply in writing to the colleges concerned for the positions and teaching duties of his/her choice within seven (7) days following the publication of a list.

#### **5-4.09**

Each college shall:

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

The same procedure shall apply until September 30 each time the College creates a position;

- d) send the placement office, no later than May 31, the list of annual full-time substitute teaching loads available on that date for the next teaching year.

From that point on, and until August 5, the same procedure shall apply each time the College fills such a teaching load;

- e) inform the placement office of the acceptance of a position or of an annual full-time substitute teaching load or of a full-time teaching load in adult education by a professor from the College registered with the placement office, as well as the acceptance or refusal of a professor referred to the College by the placement office;
- f) inform the placement office of the cancellation of a professor's placement on availability or of the case where a professor has a teaching load at least equivalent to his/her salary protection.

#### **5-4.10**

Starting on June 27, the College may begin to fill available positions and annual full-time substitute teaching loads for the next teaching year, in accordance with the hiring process provided for in the collective agreement, subject to the provisions of this article.

However, beginning June 20, the College may fill an available position or an annual full-time substitute teaching load if the College has received prior confirmation from the placement office to the effect that there are no professors on availability qualified to fill that position or annual full-time substitute teaching load.

The College may only hire professors to fill available positions and annual full-time substitute teaching loads if these positions or teaching loads are registered at the placement office.

#### **5-4.11 Placement office**

The placement office is an employer-operated service which performs the operations required for the relocation of professors within the college network in accordance with this article.

In particular, it performs the following functions:

- a) It draws up the lists and collects the information necessary for the application of this article.
- b) It forwards the lists provided for in subparagraphs 1) and 2) of paragraphs B) and C) of clause 5-4.07 to the professors on availability concerned. It forwards the lists and the information collected as provided for in this article to the Union, the FEC (CSQ), the colleges, the Fédération des cégeps and the Ministère. It also forwards the results of all relocation operations no later than November 15 to the professor 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 for purposes of job security, making sure that the calculation of a professor's recognized seniority is in accordance with the rules in effect at the time said seniority was acquired.
- d) In addition, and for the same purposes, in the case of subjects with several specializations, it establishes the specializations within a subject that a professor whose name is registered on the list is capable of teaching.
- e) It forwards the results of its verifications of seniority for purposes of job security, the corrections made and the establishment of new specializations within a subject to the joint placement committee. The joint committee examines the proposed solutions. If there is no agreement, the president makes a final decision, which may not be appealed.

#### **5-4.12**

The provincial parties agree to set up a joint placement committee made up of representatives of the FEC (CSQ), the Ministère, the Fédération des cégeps, the FNEEQ (CSN), and the FAC, should these union federations so desire.

The parties represented on the committee shall agree on the choice of a president within ninety (90) days after this collective agreement comes into effect. If no agreement can be reached within the prescribed deadline, the president shall be appointed by the Minister of Labour.

In the event that the president resigns or is incapacitated, the parties shall agree on a replacement within thirty (30) days. If no agreement can be reached within the prescribed deadline, the replacement shall be appointed by the Minister of Labour.

The joint placement committee shall meet at the request of any party represented on the committee.

The joint committee shall determine its own rules. It shall obtain from the placement office any information it deems appropriate. The person responsible for the placement office may attend the meetings of the joint committee but shall not be a member and shall not be entitled to vote.

The salaries of the representatives on the joint committee shall be paid by their employers. Each of the parties shall defray travel and accommodation expenses incurred by its representatives.

The mandate of the joint committee shall be to:

- a) watch over the interests of the provincial parties in matters concerning the placement of personnel;
- b) advise the placement office concerning the execution of its mandate.

#### **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 of this agreement shall be entitled to moving expenses as provided for in Appendix V-6, with the exception of professors relocated under

subparagraphs 5, 6 (subparagraph 3) and 11 of paragraph a) of clause 5-4.17, who shall exercise their right to return in accordance with paragraph A) of clause 5-4.07 .

Such reimbursement shall only be possible if the new college is located outside the zone of the professor's college of origin. However, after studying the case, the College may authorize the reimbursement of moving expenses for a relocation to a college in the same zone.

#### **5-4.14 Special provision**

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

#### **5-4.15 Preretirement**

In order to annul or to avoid placing a professor on availability, one (1) year prior to his/her projected date of retirement, the College may grant preretirement to a professor who so requests guaranteeing him/her the full salary he/she would receive if he/she remained employed by the College, without having to assume any teaching duties. This preretirement year shall be counted as a year of service for the purposes of the pension plan. This clause shall not be prejudicial to a professor who is already benefiting from preretirement leave.

#### **5-4.16**

- a) A non-tenured professor who has taken a leave related to parental rights may signify his/her job priority for teaching duties.
- b) A non-tenured professor who is disabled may signify his/her job priority for teaching duties.

During his/her disability, this workload shall be held for him/her until he/she is able to come back to work. However, the seniority associated with the teaching load shall be recognized as if the professor had held it in accordance with paragraph i) of clause 5-3.04.

- c) For any given year, a professor in the College's employ may exercise his/her job priority provided for in clause 5-4.17 until he/she obtains a full workload in the regular program.

The preceding paragraph shall not have the effect of requiring the College to assign a professor more than fifty-five (55) credits during a given semester.

- d) When a professor benefits from more than one job priority, he/she may use the most favourable priority available to him/her.

#### **5-4.17**

##### **a) Hiring Priorities for Teaching Positions**

When the College fills an available teaching position, it shall hire a professor in the order of priority set out in this paragraph.

A teaching position may not be assigned to a non-tenured professor if the latter's application has not been submitted to the selection committee provided for in the collective agreement.

If several professors have equal priority for the same position in the same subject, the College shall hire, without going through the selection committee as provided for in the collective agreement, the professor who, on the date of the posting, has the most seniority for the purposes of job security and, seniority being equal, the professor who has the most experience and, experience being equal, the professor who has the most schooling. However, in cases where seniority for the purposes of job security, experience and schooling are identical, the placement office shall forward the professors' files to the College concerned so that a selection can be made by the selection committee provided for in the collective agreement.

An equal access to employment program, as established in accordance with the provisions of article 2-4.00, may modify or replace seniority, experience and schooling in the application of priorities 6 (subparagraph 4), 7 to 9, 12 to 14 and 16 to 19.

In the event that a change in subject is 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 covered by paragraph A) or I) of clause 5-4.07 for a teaching position in his/her subject;

or

a professor from the College covered by subparagraph 2 of paragraph 2 below for a teaching position in his/her original subject, for the two (2) years following his/her change in subject, provided that, during the preceding month of April, he/she informed the College in writing of his/her intention to return to his/her former subject;

2. a professor from the College covered by subparagraph A) or I) of clause 5-4.07 for a position in another subject;

or

a tenured professor in the subject where a professor has been placed on availability, provided he/she applied in writing in accordance with clause 5-1.12 for a position in another subject ;

3. a tenured professor for whom the College reserves a position in accordance with paragraph D) of clause 5-4.21;
4. a professor placed on availability from another college in the same zone, who indicates his/her intention to be relocated on a voluntary basis and who is referred 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 teaching position in his/her subject;
5. a professor placed on availability from another college in another zone, who indicates his/her intention to be relocated on a voluntary basis and who is referred 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 teaching position in his/her subject;

6. a professor placed on availability from another college in the same zone who is referred 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 teaching position in his/her subject;

or

a professor placed on availability from another college in another zone in the subject related to the specific training of the closed program, who is referred to the College by the placement office in accordance with the provisions of paragraph E) of clause 5-4.07 for a teaching position in his/her subject;

or

a professor placed on availability from another college in the sector who is referred to the College by the placement office in accordance with the provisions of paragraph E) of clause 5-4.07, for a teaching position in his/her subject;

or

a non-tenured professor with at least nine (9) years of seniority, for the period ending the third (3<sup>rd</sup>) year immediately following the termination of his/her last contract in the same subject as that of the available teaching position, provided he/she applies in writing in accordance with clause 5-1.11 for a teaching position in his/her subject;

7. a non-tenured full-time professor in the College with less than nine (9) years of seniority for the period ending with the third (3<sup>rd</sup>) year immediately following the year during which he/she held a teaching position in the same subject as that of the available teaching position, provided he/she applies in writing in accordance with clause 5-1.11;
8. a non-tenured full-time professor at the College, for a position in another subject, for as long as he/she is registered with the placement office, provided he/she applies in writing in accordance with clause 5-1.11;
9. a non-tenured full-time professor from another college, for as long as he/she is registered with the placement office, for a position in the subject indicated in his/her full-time contract, provided he/she applies within the time limit provided for in the collective agreement using the form appearing in Appendix V-7;
10. a professor placed on availability from another college in the same zone who indicates his/her intention to be relocated on a voluntary basis and who is referred to the College by the placement office in accordance with subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another subject;

11. a professor placed on availability from a college in another zone who indicates his/her intention to be relocated on a voluntary basis and who is referred to the College by the placement office in accordance with subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another subject;
12. a non-tenured full-time professor from another college, for as long as he/she is registered with the placement office, for a position in another subject, provided he/she applies within the time limit provided for in the collective agreement using the form appearing in Appendix V-7;
13. a tenured professor on leave for public office, at the end of his/her term of office and in his/her college, provided he/she applies in writing in accordance with clause 5-1.12, for a teaching position in his/her subject;
14. a professional on availability from the College or a member of the support staff on availability at the College, provided he/she applies in writing in conformity with clause 5-1.12.

The College shall consult the selection committee provided for in the collective agreement on such application;

15. a tenured professor at the College, for a position in another subject, provided he/she applies in writing in accordance with clause 5-1.12;
16. an administrator who has already 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 5-1.12;
17. an employee from another category of personnel whom the College wishes to assign to temporary teaching duties under the provisions regarding provisional assignment pertaining to this other category of personnel.

The College shall consult the selection committee provided for in the collective agreement on such application;

18. a secondary school teacher placed on availability by a school board, who is referred to the College by the placement office in accordance with the provisions of clause 5-4.20;
19. a non-tenured professor on leave for public duties, at the end of his/her term of office and in his/her College, provided he/she applies in writing in accordance with clause 5-1.12, for a teaching position in his/her subject.

In hiring priorities 6 (subparagraph 4) and 7, the three (3)-year period shall be extended to five (5) years for cases covered by clause 5-4.21.

**b) Hiring Priorities for Teaching Duties Other Than a Teaching Position**

When the College fills available teaching duties other than a teaching position, it shall hire a professor in the order of priority set out in this paragraph.

Such teaching duties may not be assigned to a non-tenured professor if the latter's application has not been submitted to the selection committee provided for in the collective agreement.

If several professors have equal priority for the same duties in the same subject, the College shall hire, without going through the selection committee as provided for in the collective agreement, the professor who, on the closing date of the posting, has the most seniority for the purposes of job security and, seniority being equal, the professor who has the most experience and, experience being equal, the professor who has the most schooling. In cases where seniority for the purposes of job security, experience and schooling are identical, the placement office shall forward the professors' files to the College concerned so that a selection can be made by the selection committee provided for in the collective agreement.

An equal access to employment program, as established in accordance with the provisions of article 2-4.00, may modify or replace seniority, experience and schooling in the application of priorities 3, 5 and 7 to 13.

In the event that a change in subject is involved, the provisions of subparagraph 2 of paragraph F) of clause 5-4.07 shall apply, with the necessary modifications.

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 subject, subject to pedagogical constraints;
2. a professor from the College covered by paragraph I) of clause 5-4.07 for teaching duties in another subject;
3. a non-tenured professor at the College with at least eight (8) years of seniority, for the period ending the third (3<sup>rd</sup>) year immediately following the year in which he/she held teaching duties in the same subject as that of the available teaching duties, provided he/she applies in writing in accordance with clause 5-1.11;
4. a tenured professor in another subject in which there is a professor on availability for teaching duties in another subject, provided he/she applies in writing in accordance with clause 5-1.12 ;
5. a professor receiving a salary under paragraph A) of clause 5-4.22, for teaching duties in his/her subject, subject to pedagogical constraints;

or

a part-time professor in a subject in which there is a professor receiving a salary under paragraph A) of clause 5-4.22, for teaching duties in his/her subject;

6. a professor placed on availability from another college in the same zone who is referred to the College by the placement office, for teaching duties in his/her subject, subject to pedagogical constraints;
7. a non-tenured full-time professor from the College, for the period ending with the third (3<sup>rd</sup>) year immediately following the year during which he/she held full-time teaching duties in the same subject as that of the available teaching duties, provided he/she applies in writing in accordance with clause 5-1.11;

or

a part-time professor at the College with at least three (3) years of seniority for the purposes of job security at the College, for the period ending with the third (3<sup>rd</sup>) year immediately following the year during which he/she held teaching duties in the same subject as that of the available teaching duties comprising seventy-two (72) credits or more, provided he/she applies in writing in accordance with clause 5-1.11;

8. a non-tenured professor at the College with at least three (3) years of seniority for the purposes of job security at the College, for the period ending with the third (3<sup>rd</sup>) year immediately following the termination of his/her last contract in the same subject as that of the available teaching duties, provided he/she applies in writing in accordance with clause 5-1.11;
9. a part-time professor at the College with less than three (3) years of seniority for the purposes of job security at the College, for the period ending with the third (3<sup>rd</sup>) year immediately following the termination of his/her last contract in the same subject as that of the available teaching duties, provided he/she applies in writing in accordance with clause 5-1.11;
10. a professor receiving a salary under paragraph A) of clause 5-4.22 for teaching duties in another subject, subject to pedagogical constraints;
11. an employee from another category of personnel whom the College wishes to assign to temporary teaching duties under the provisions regarding provisional assignment pertaining to this other category of personnel. The College shall inform the selection committee provided for in the collective agreement of the name of the employee in question;
12. a non-tenured full-time professor at the College, for teaching duties in another subject, for as long as he/she is registered with the placement office, provided he/she applies in writing in accordance with clause 5-1.11;
13. a non-tenured full-time professor from another college in the same zone, for the year following the termination of his/her last contract, for teaching duties in his/her subject, provided he/she applies in writing in accordance with clause 5-1.12 and that the selection committee provided for in the collective agreement recommends him/her.

In hiring priorities 3 and 7 to 9, the three (3)-year period shall be extended to five (5) years for cases covered by clause 5-4.21.

Professors covered by subparagraph 2, 4 or 10 of paragraph b) of this clause shall not be deemed to have taught in the new subject for the purposes of applying job priority.

**c) Other Teaching Applications**

Afterwards, without limiting the scope of application of paragraphs a) and b) of this clause, before hiring any other professor for a position or teaching load in the regular program, the College shall consider the following applications which must be submitted in writing in accordance with clause 5-1.12:

- an hourly paid professor from the College who has not yet accumulated three (3) years' seniority for purposes of job security;
- a professor employed by the College who wishes to change subject;
- a professor from another College;
- a professor covered by paragraph a) or b) of this clause, after all his/her priorities have expired.

**5-4.18**

For the purposes of this article, if the College has to assign a full teaching load in a given subject, it shall refrain from splitting said teaching load, subject to difficulties of a pedagogical nature.

**5-4.19**

A professional or support employee on availability and appointed to a teaching position shall become a tenured professor and he/she shall maintain his/her bank of days of sick leave without cash surrender value. His/her salary shall be determined in accordance with article 6-1.00.

**5-4.20 Intrasectorial relocation**

- A) Intrasectorial relocation shall apply to professors placed on availability who have expressed a preference for intrasectorial relocation. This choice involves relocation in an available teaching position in the regular program (general education or vocational training) either in the same zone or in another zone.
- B) No later than August 10, the placement office shall send a list of all available positions at the secondary school level to all professors placed on availability, to all colleges and to all unions.
- C) A professor who is still on availability may express his/her preference for relocation to an available position in a school at the secondary level if the position's subject corresponds to that listed on his/her contract, to the subject that he/she was teaching the year during which he/she was placed on availability or to another subject if he/she fills the normal requirements.

- D) All applications for different teaching positions shall be sent to the school boards by the placement office.
- E) A professor placed on availability whose application has been accepted by the school board shall be offered a teaching position by the placement office.
- F) A professor who is thus relocated shall not remain on availability and shall be deemed to have left the College's employ from the moment he/she signs a new employment contract with the school commission.
- G) A professor who is thus relocated shall benefit from a right to return to the college network for a period of two (2) years; to this end, the professor shall be deemed to have been placed on availability by his/her college of origin.

A professor who avails himself/herself of the right to return to a position in the college network shall hold this position starting with the beginning of the following semester.

- H) The professor who is relocated under the terms of this clause shall transfer to his/her new employer all of his/her rights, in particular tenure, to the extent that these rights are compatible with the provisions of the collective agreement in force in his/her new job.
- I) A professor who is accepted for a position located beyond the fifty-kilometre (50-km) zone shall benefit from moving expenses under the terms of Appendix V-6; these expenses shall be assumed by the College.
- J) A professor who has been accepted, while holding teaching duties during the fall semester, may at his/her request, be relocated immediately or the following semester, to a school at the secondary level.
- K) A professor who has been accepted, whose qualifications are not considered sufficient to warrant legal teaching certification may benefit from a twelve (12)-month retraining period in order to legally qualify.

During this period, the professor benefiting from a retraining program shall receive full salary and shall benefit from all rights and privileges to which he/she is entitled to during a teaching year.

This retraining program shall involve thirty (30) credits, at the most.

- L) A professor placed on availability by a school board shall benefit from the priority stipulated for him/her under the terms of clause 5-4.17. In this case, the provisions of subparagraph 2 of paragraph F) of clause 5-4.07 shall apply, with the necessary modifications.
- M) Any unresolved issues shall be referred to the provincial parties.

**5-4.21 Retraining for a reserved position**

- A) The retraining program provided for in this clause shall be available to professors placed on availability, as well as to tenured professors who have not been placed on availability, provided that the retraining cancels another professor's placement on availability or avoids another professor's being placed on availability.
- B) The retraining of a professor on availability shall enable him/her to acquire the necessary qualifications to teach a subject other than his/hr own under paragraph d) of clause 5-4.11, or a subject other than the one for which he/she was hired or the one he/she was teaching during the year he/she was placed on availability.

The retraining of a professor who is not placed on availability shall enable him/her to acquire the necessary qualifications to teach a subject other than his/her own under paragraph d) of clause 5-4.11, or a subject other than the one for which he/she was hired or the one he/she was teaching during the year when retraining was granted.

- C) After an agreement is reached between the College and a professor on a retraining project, the College shall send the project for the professor for whom the College intends to reserve a teaching position to the selection committee for the subject where a position is to be reserved.

Each project shall list the specific objectives of the project as a whole and also for each stage and clearly indicate the time required.

Afterwards, but no later than June 15, the College shall notify the professor of its decision. However, in the case of a professor covered by paragraph L) of clause 5-4.07, the position reserved shall be deferred no later than the end of the retraining period if the College is notified of a retirement-related resignation, effective no later than the end of the training period, at the time of the request for retraining.

Retraining shall be granted on the condition that a teaching position is being reserved for the professor concerned.

- D) Once the College has reserved a teaching position under the conditions stated in this clause, this position shall not be available during the whole retraining period and shall be withheld from the relocation procedures provided for in this article. The position thus reserved shall be deemed to be an annual substitute teaching load or, in the case of retraining lasting only one (1) semester, a full-time teaching load of one (1) semester, except in the case of a deferred reserved position.

Retraining may be extended on the condition that the previous year's retraining program has been successfully completed.

The success of a retraining program, based on the specific annual or term objectives, as the case may be, mentioned in the project shall be the sole responsibility of the College.

- E) Retraining may be granted for one (1) to six (6) semesters.

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

- F) Insofar as a retraining program is successful, the new subject shall be added to the professor's contract, for purposes of applying the collective agreement, and the professor shall be assigned to the reserved position provided the position still exists.

In the case where the teaching position no longer exists, a professor who has successfully completed his/her retraining shall resume the status that was his/hers prior to his/her retraining and the new subject is added to his/her contract.

If the retraining program is not successful or if it is interrupted for reasons other than those listed in paragraph E) of this clause, the professor shall resume the status that was his/hers prior to his/her retraining. He/she shall be considered as having had no retraining whatsoever, he/she shall not be assigned to the reserved position, and he/she shall not be required to refund the salary received.

If a professor cannot resume retraining following the maximum period of two (2) years provided for in paragraph E) of this clause, the retraining shall end and the professor shall resume the status that was his/hers prior to his/her retraining. He/she shall be considered as having had no retraining whatsoever, he/she shall not be assigned to the reserved position and he/she shall not be required to refund the salary received.

If the position is not assigned as expected, it shall cease to be a reserved position and the replacement professor holding the position shall be considered as having held a position or a full-time teaching load of one (1) semester, as the case may be, for the duration of the retraining program but allowing no retroactive granting of tenure.

- G) While on retraining, the professor shall receive a full yearly salary and shall benefit from all rights and privileges to which he/she is entitled during a teaching year.

A professor placed on availability who benefits from a retraining program shall be exempt from relocation for the duration of his/her retraining.

A professor placed on availability who replaces, in his/her subject and in his/her College, a professor who is not placed on availability but who is benefiting from a retraining program shall be exempt from relocation for the duration of the retraining program.

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

- H) In a college where a position has been reserved, non-tenured professors in the subject in which the professor has been granted retraining or in the subject where a position has been reserved shall have their period of hiring priority increased from three (3) to five (5) years.



- I) The College, after consulting the Union in accordance with article 4-3.00, shall set the criteria used in the selection and acceptance of retraining projects. Copies of these criteria shall be sent to the Union.

#### **5-4.22 Income security**

- A) A regular professor who has assumed a teaching load of at least 0.5 FTE in the regular teaching program for at least five (5) consecutive years and who does not receive, the following year, a teaching load of at least 0.5 FTE shall receive fifty per cent (50%) of his/her yearly salary, as determined by his/her years of schooling and work experience, as salary protection, during the three (3) contract years following the last year during which he/she assumed a teaching load of at least 0.5 FTE in the regular teaching program.
- B) The professor may, in any given year, withdraw from this salary protection; consequently, he/she shall remain covered only for the other years. During this year, the other working conditions provided for in the collective agreement shall continue to apply to him/her as if he/she had never been covered by any salary protection.
- C) If the professor does not withdraw from this salary protection, he/she accepts the following conditions:
  - 1. he/she shall accept the teaching duties assigned him/her by the College, including, if still necessary, a teaching load including summer courses ending prior to June 24. Should there be encroachment on his/her holiday period, the professor shall be paid in accordance with clause 6-1.06;
  - 2. he/she shall accept, up to his/her salary protection, all or any teaching-related duties without his/her consent as required under the terms of clause 8-3.01 b).

All teaching duties performed in another college in excess of 0.5 FTE shall reduce the salary protection by the portion exceeding 0.5 FTE.

- D) The professor shall lose all his/her rights to salary protection, if he/she fails to comply with one or the other of the conditions stated previously.

However, the other working conditions provided for in the collective agreement shall continue to apply to him/her as if he/she had never been covered by any salary protection.

- E) This salary protection shall be maintained for a period of three (3) consecutive years if, during one (1) of the three (3) years of the salary protection period, the professor holds, in his/her College, a teaching load in his/her subject in the regular teaching program at least equal to 0.5 FTE.
- F) In order for a professor to again become admissible for the salary protection program once the three (3)-year period has ended or if he/she does not accept the conditions stated in paragraph C) of this clause, the professor shall have to once again assume a teaching load of 0.5 FTE or more in the regular teaching program for five (5) consecutive years.

- G) A professor benefiting from salary protection shall be deemed to be a part-time professor with a contract for 0.5 FTE, subject to the last subparagraph of paragraph C) of this clause.

If the professor's teaching duties are equal to or greater than 0.5 FTE, the professor shall sign a new contract and the preceding paragraph shall not apply.

## **Article 5-5.00 - Life, Health and Salary Insurance Plans**

### **Section I – General Provisions**

#### **5-5.01**

The following professors shall be eligible to participate in life, health and salary insurance plans, as of the effective date of the various plans and until retirement if they pay the total premiums:

- 1) full-time professors;
- 2) part-time professors;
- 3) for the purposes of this clause, a professor on availability and not relocated shall be considered to be full-time;
- 4) professors on leave without pay;
- 5) professors participating in the progressive retirement program.

However, participation in the basic health insurance plan shall be mandatory.

Hourly paid professors shall not be entitled to any death, health or disability benefits.

#### **5-5.02**

For the purposes of applying this article, the term "dependent" shall mean the professor's spouse as defined in clause 1-2.07 or dependant child as defined in clause 1-2.09.

#### **5-5.03**

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

Disability also refers to any incapacity resulting from an organ or bone marrow donation or hospitalization for an operation, or from an operation performed in a doctor's office for the purposes of family planning.

A professor receiving salary insurance benefits may, upon producing a medical certificate from his/her attending physician, and upon agreement with the College, assume a partial teaching load for a given period as part of a rehabilitation process.

This rehabilitation period shall not result in any extension of benefit payments in excess of the one hundred and four (104) weeks allowed for the same disability.

During this period of rehabilitation, the professor shall receive the gross salary for the work he/she has done as well as the salary insurance benefits calculated in proportion to the period of unemployment. He/she shall be considered totally disabled during this period.

**5-5.04**

A period of disability means any period of continuous disability or any series of successive periods separated by less than eight (8) working days<sup>1</sup> of actual full-time work or of availability for such full-time work, unless the professor can prove, to the College's or its representative's satisfaction, that a subsequent period of disability is due to an illness or an accident in no way related to the cause of the previous disability.

**5-5.05**

With the exception of a period of disability resulting from an organ or bone marrow donation, 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 any riot, insurrection, or criminal acts or from service in the armed forces shall not be recognized as a period of disability for the purposes of this collective agreement.

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

**5-5.06**

The health insurance plan shall remain in effect after the effective date of this collective agreement if the joint insurance committee provided for in this article decides to maintain it or is unable to complete the modifications necessary for bringing a new plan into effect.

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

---

1 Read "thirty-two (32) working days" instead of "eight (8) working days" if the continuous period of disability which precedes the return to work extends beyond three (3) months.

## **Section II – Insurance Committee**

### **5-5.07**

The provincial union party shall create an insurance committee responsible for the implementation and application of the basic health insurance plan. It shall be entitled to a total of five (5) working days of leave per year.

### **5-5.08**

The basic health insurance plan shall be financed in its entirety by participants. Should the provincial union party create or maintain one or more complementary plans, the cost of these plans shall be borne entirely by the participants.

### **5-5.09**

However, the College shall facilitate the implementation and the application of these plans, in particular by deducting the required contributions.

### **5-5.10**

The plans shall be subject to one invoice from a single insurer or a group of insurers acting collectively.

### **5-5.11**

The Committee shall determine the provisions of the basic health insurance plan and, if need be, draw up specifications and obtain one or more group insurance policies covering all participants in the plans.

### **5-5.12**

The policy shall be issued in the name of the provincial union party.

The contract shall include the following stipulations:

- 1) the premium for a period shall be calculated in accordance with the rates applicable to the participant on the first (1<sup>st</sup>) day of the period;
- 2) no premium shall be payable for a period on the first (1<sup>st</sup>) day of which the professor is not a participant; also, the premium shall be payable in full for a period during which the professor ceases to be a participant.

### **5-5.13**

The Fédération des cégeps and the Ministère shall be responsible for carrying out the operations required for the implementation and application of the basic health insurance plan; these operations shall be carried out in accordance with the insurance committee's instructions. The Fédération des cégeps and the Ministère shall be entitled to reimbursement of costs incurred as provided for in this article.

### **5-5.14**

Dividends or rebates payable as a result of a favourable experience with the plans shall constitute funds entrusted to the insurance committee to manage as it sees fit. Fees, expenses or disbursements incurred for the implementation and application of the plan shall constitute primary

liens against such funds. However, the reimbursable expenses shall not include the College's regular operating expenses.

### **Section III – Standard Life Insurance Plan**

#### **5-5.15**

Full-time professors and part-time professors whose FTE is equal to or greater than seventy per cent (70%) shall benefit, without contribution on his/her part, from a death benefit equal to six thousand four hundred dollars (\$6 400). This amount shall be reduced to three thousand two hundred dollars (\$3 200) for part-time professors whose FTE is less than seventy per cent (70%).

#### **5-5.16**

A professor who, at the date of the coming into effect of the collective agreement, is covered by a group plan to which the College contributes and by life insurance of a greater amount than the one provided by the collective agreement, shall continue to be insured in accordance with the provisions of the group plan, for the amount in excess of the one provided for in the collective agreement.

### **Section IV – Basic Health Insurance Plan**

#### **5-5.17**

The plan shall cover at least, in accordance with the terms and conditions set by the insurance committee:

- all drugs prescribed by a physician or a dentist and sold by a licensed pharmacist or by a duly authorized physician;
- ambulance service;
- hospitalization and medical expenses not otherwise recoverable when the insured professor is temporarily outside of Canada and his/her condition requires hospitalization.

#### **5-5.18**

Health insurance benefits shall be reduced by the benefits payable by virtue of any other public or private, individual or group plan.

#### **5-5.19**

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

A professor who is sixty-five (65) years of age or more and continues to participate in the Régie de l'assurance-maladie du Québec (RAMQ) insurance plan shall remain covered by the compulsory health insurance plan for all benefits not covered by the RAMQ plan, in accordance with the procedures provided for in the preceding paragraph.

### **5-5.20**

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

- he/she shall prove to the insurer's satisfaction that it is no longer possible for him/her to remain covered as a dependant under this health insurance plan or any other plan affording similar benefits.

When he/she makes a request to the insurer within thirty (30) days following the termination of his/her insurance coverage leading to the exemption, the insurance shall take effect at the end of his/her protection. If the request is made after the thirty (30) days following the termination of his/her insurance coverage, the insurance shall take effect on the first (1<sup>st</sup>) day of the work period corresponding to a pay period following the date on which the insurer received the request.

In the case of a person who, prior to his/her request, was not covered by this health insurance plan, the insurer shall not be liable for benefit payments which could have been paid by a previous insurer in accordance with an extension or conversion clause or otherwise.

### **5-5.21**

The insurance committee may agree to maintain from year to year for retired employees, plan coverage with appropriate changes, without any contribution on the part of the College.

Any additional contribution that may be payable by professors by virtue of the aforesaid extension to retired professors shall be clearly identified as such.

## **Section V – Salary Insurance Plan**

### **5-5.22**

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

- 1) up to the lesser of the number of accumulated days of sick leave or five (5) working days: the payment of a benefit equal to the salary he/she would have received had he/she been at work;
- 2) upon termination of the benefit payment provided for in paragraph 1), if applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five per cent (85%) of his/her salary;
- 3) starting from the expiry of the above-mentioned fifty-two (52)-week period and for an additional period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two thirds per cent (66 2/3%) of his/her salary unless he/she wishes to benefit from the provisions of clause 5-5.37;

- 4) upon the expiry of the above-mentioned period of one hundred and four (104) weeks: the use of accumulated days of sick leave, at the professor's discretion, at the rate of one (1) day of sick leave per day.

#### **5-5.23**

For the purposes of calculating the benefits provided in clause 5-5.22, the 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 the granting of an additional year of experience as provided for in clause 6-2.01 e). For part-time professors, the base salary shall be that which they would receive for the duties they were performing at the beginning of the disability or the salary protection provided for in clause 5-4.22. For the purposes of calculating the payment of benefits provided for in clause 5-5.22, the salary of a professor on availability shall be that which he/she would receive in accordance with clause 5-4.07.

#### **5-5.24**

As long as benefits remain payable and during the waiting period, if any, the disabled professor shall continue to participate in his/her retirement plan and to benefit from the insurance plans. However, he/she shall pay the required contributions to his/her retirement plan, except that, upon termination of payments of the benefits provided for in clause 5-5.22 1), he/she shall benefit from a waiver of contributions to his/her retirement plan without losing any of his/her rights. The provisions referring to an exemption from these contributions form an integral part of the provisions of the pension plan and the resultant cost shall be shared as any other benefit would be.

The College may not cancel or refuse to renew the contract of a professor solely because of his/her physical or mental incapacity while he/she is entitled to salary insurance benefits under clause 5-5.22 1), 2) or 3) or clause 5-5.26, then under clause 5-5.22 4). However, the fact that a professor did not avail himself/herself of clause 5-5.22 4) may not prevent the College from cancelling or refusing to renew that professor's contract.

#### **5-5.25**

- 1) The benefits paid under clause 5-5.22 shall be reduced by the amount of disability payments made under a federal statute other than the Employment Insurance Act (S.C., 1996, c. 23), or a provincial statute without regard to later increases in the base payment resulting from indexation. The College shall deduct one tenth (1/10<sup>th</sup>) of a day from the sick leave bank for each day used under paragraph 1) of clause 5-5.22 when the professor receives benefits from the Société de l'assurance-automobile du Québec.

As of the sixty-first (61<sup>st</sup>) day of disability, a professor deemed eligible for disability benefits under a federal or provincial statute shall, upon written request by the College, accompanied by the appropriate forms, apply for them and comply with the obligations thereby incurred. However, the reduction in benefits prescribed in clause 5-5.24 shall be effective only when the professor is acknowledged to be eligible and actually begins to receive the benefit prescribed by the statute. Where the benefit prescribed by a statute is granted retroactively to the first (1<sup>st</sup>) day of disability, the professor shall reimburse the College for that portion of the benefit prescribed by clause 5-5.24 that he/she received in excess.



A professor who receives a disability benefit paid under a federal or provincial statute shall immediately inform the College.

- 2) In the case of disability for which benefits are payable under the Quebec Automobile Insurance Plan, the benefit payable by the College shall be established as follows:

The College shall determine the net benefit by deducting from the gross benefit provided for by clause 5-5.22 the deductions required by law (income tax, RRQ, Employment Insurance); such net benefit shall be further reduced by the amount of the benefit received from the SAAQ; this balance shall be treated as a gross taxable income from which the College deducts all deductions, contributions and dues required by law or by the collective agreement.

#### **5-5.26**

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

- 1) The professor shall receive from the College a benefit equal to one hundred per cent (100%) of the net salary he/she was receiving on the date of the accident, the basic salary being defined in accordance with the terms of clause 5-5.23. The professor shall be entitled to this benefit until such time as the Commission de la santé et de la sécurité du travail du Québec (CSST) declares the disability to be permanent.
- 2) Notwithstanding the preceding paragraph, should the CSST render its decision before the end of the periods provided in paragraphs 2) and 3) of clause 5-5.22, the benefit paid by the College for the one hundred and four (104) weeks remaining after the beginning of the disability period shall be in accordance with the provisions of clause 5-5.22 2) or 3), as the case may be.
- 3) As long as a professor is entitled to a benefit by virtue of provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), and until the CSST declares a disability permanent, whether it be total or partial, the professor shall be entitled to his/her salary subject to the following provisions:
  - The College shall determine the net benefit by deducting from his/her net salary the amount of the benefit from CSST and the amount thus obtained shall be treated as a gross taxable income from which the College shall deduct all deductions, contributions and dues required by law or the collective agreement. The College shall then pay the professor such new income plus the amount of the CSST benefits. In return, the benefits paid out by the CSST for such a period shall belong to the College and the professor shall, if necessary, sign appropriate forms.
- 4) During the period in which benefits are paid in accordance with the provisions of paragraph 2) above, these benefits shall be reduced by the initial amount of any basic disability benefits payable under the Régime des rentes du Québec, the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), the Quebec automobile insurance plan and the pension or retirement plan, regardless of increases in the basic benefits subsequently arising from indexation.

- 5) The professor's bank of sick leave credits shall not be affected by such an absence and the professor shall be deemed to be receiving salary insurance benefits.

For the purposes of implementing paragraphs 1) and 3) of this clause, the net salary shall be the gross salary reduced by federal and provincial income tax deductions, by contributions to the RRQ, to the Employment Insurance Plan and to the pension plan and, if applicable, by contributions to the insurance plans and union dues.

**5-5.27**

All benefit payments shall terminate, at the latest, with the payment due for the last week of the month during which the professor retires.

**5-5.28**

The amount of benefits paid shall be calculated in accordance with the specified percentage at the rate of 1/260th of the salary for each working day in the regular workweek.

**5-5.29**

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

**5-5.30**

Benefits payable as days of sick leave or under the salary insurance plan shall be made directly by the College, subject to the professor providing the supporting documents as required in accordance with clause 5-5.31.

However, no benefit shall be paid by the College as long as the professor has not supplied it with the necessary information or, if applicable, the written authorization so that the College may obtain such information from other parties.

Similarly, the College shall be under no obligation to pay any benefit when the professor neglects to take the necessary steps to obtain benefits payable by a government agency, under the terms of existing legislation.

Finally, when a benefit provided by law is awarded retroactively, the professor shall reimburse the College the amount received.

**5-5.31**

The College may, at any time, require a professor who is absent because of disability to provide a medical certificate giving the nature and duration of the disability. However, the cost of such a certificate shall be borne by the College if the professor is absent for less than four (4) days. The College may also require an examination of the professor concerned in connection with any absence, in which case the cost of the examination as well as transportation costs, if the professor has to travel more than forty-five kilometres (45 km) from his/her place of employment, shall be paid by the College. When the professor returns to work, the College may require that he/she undergo a medical examination in order to establish that he/she has recovered sufficiently to return to work, in which case the cost of the examination, as well as transportation costs, if the

professor has to travel more than forty-five kilometres (45 km) from his/her place of employment, shall be paid by the College.

Should the opinion of the physician chosen by the College be contrary to that of the physician consulted by the professor, the professor shall have the right to an examination by a third physician chosen jointly by both physicians. The conclusions of this third physician shall be final and the cost of the examination as well as transportation costs, if the professor has to travel more than forty-five kilometres (45 km) from his/her place of employment, shall be paid by the College.

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

#### **5-5.32**

When benefit payment is withheld because of presumed absence or termination of disability, the professor may appeal the decision using the normal grievance and arbitration procedure.

#### **5-5.33**

- 1) When applicable, on September 1 of each year, the College shall credit seven (7) days of sick leave to each full-time professor in its employ who is covered by this article. The days thus granted shall be non-cumulative and shall be without cash surrender value.
- 2) However, during the professor's first (1<sup>st</sup>) year of service, except in the case of a professor who is relocated in accordance with the job security provisions, the College shall add a credit of six (6) days of sick leave without cash surrender value.
- 3) A professor who has accumulated thirteen (13) days or less of sick leave to his/her credit on June 30 shall add, on this date, the unused number of days of sick leave without cash surrender value of the current year to the number of days of sick leave already accumulated.

#### **5-5.34**

If a professor becomes covered by this article in the course of a teaching year, the number of days credited for the year involved as per clause 5-5.33 1) shall be reduced in proportion to the number of full months of service for which he/she has been available under the terms of his/her contract.

Also, if a professor leaves his/her job in the course of a teaching year, or if he/she has not been available for a part of the year, the number of days credited to him/her as per clause 5-5.33 1) shall be reduced in proportion to the number of full months of service for which he/she has been available under the terms of his/her contract.

For the purposes of implementing this clause, maternity leave as provided for in clause 5-6.08 and the types of leave provided for in clauses 5-6.12 and 5-6.30 shall not result in a reduction in the number of days credited for the year in question.

#### **5-5.35**

In the case of a part-time professor, the number of days credited shall be reduced in proportion to his/her full-time equivalence calculated in accordance with clause 8-4.08.

In the case of a professor on availability, the number of days credited shall be reduced in proportion to the salary actually received as compared with the salary that he/she would receive if he/she had a full workload.

**5-5.36**

Persons receiving disability payments on the date the collective agreement comes into effect shall remain covered under the plan provided for in this article. The effective date on which the period of disability begins and the date on which a professor becomes entitled to either the benefits payable under the terms of the 2000-2003 collective agreement or to the benefits provided for in clause 5-5.22, paragraph 2), shall determine the amount and the duration of these payments to which the professor may be entitled to in accordance with the provisions of clause 5-5.22. A professor on disability who is not entitled to any benefits on the date the collective agreement comes into effect shall be covered by this new plan upon his/her return to work and once he/she begins a new period of disability.

**5-5.37**

The stipulations of the 2000-2003 collective agreement concerning the cash surrender value of a professor's bank of sick leave shall be maintained, and reimbursement shall be made as follows:

- 1) in one payment upon the professor's retirement, death, resignation or dismissal;
- 2) by means of a leave based on the balance, in days, of the accumulated reserve, at the time of the professor's retirement. This leave shall not exceed six (6) months.

The value of the cash-convertible days credited to a professor may be used to defray the cost of buying back previous years of service as provided for in the provisions concerning his/her pension plan or to increase to eighty-five per cent (85%) the benefits equal to sixty-six and two thirds per cent (66 2/3%) of the salary paid during the second (2<sup>nd</sup>) year of disability. The days credited to a professor on June 30, 1973, may also be used for other purposes than illness where previous collective agreements provided for such use, particularly in the case of maternity leave as provided for in article 5-6.00.

**5-5.38**

The days of sick leave credited to a professor on the date 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. Days of sick leave shall be used in the following order:

- 1) days credited under the terms of clause 5-5.33 1);
- 2) other cash-convertible days credited to the professor, except for the days transferred under the terms of the SPEQ protocol, after the days mentioned in 1) have run out;
- 3) non cash-convertible days credited to the professor, after the days mentioned in 1) and 2) have run out;
- 4) days transferred under the terms of the SPEQ protocol.

**Section VI – Special Provisions**

**5-5.39**

Any leave provided for in this article, of a duration of three (3) months or less, may not modify the rights and benefits to which a professor is entitled during a normal teaching year.

For the purposes of obtaining tenure, during any leave provided for in this article, of a duration of more than three (3) months, the professor shall retain to his/her credit the teaching time completed before the beginning of said leave. When he/she returns, the professor shall once again begin accumulating teaching time.

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

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

#### **5-6.01**

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

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

In a case where a professor shares adoption or parental benefits provided by the QPIP and the EIP with his/her spouse, the benefit shall be paid only if the professor is actually receiving benefits from one of these plans during the maternity leave provided for in clause 5-6.08 or the adoption leave provided for in clause 5-6.30.

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 Employment Insurance Plan.

#### **5-6.02**

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

#### **5-6.03**

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

Similarly, the College shall not reimburse the professor for amounts payable to 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.

#### **5-6.04**

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

#### **5-6.05**

"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, excluding all other premiums, without any additional remuneration even for overtime.

### **5-6.06**

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

### **5-6.07**

For the sole purposes of applying this article, the term “part-time professor” shall also include hourly paid professors for the duration of their contract.

## **Section II: Maternity Leave**

### **5-6.08**

A pregnant professor who is eligible for the QPIP shall be entitled to twenty-one (21) weeks of maternity leave which, subject to clause 5-6.13, 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 5-6.13, must be taken consecutively.

A pregnant professor who is not eligible for either the QPIP or the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 5-6.13, must be taken consecutively.

A professor who becomes pregnant while on leave without pay, half-time leave without pay or part-time leave without pay, as provided for in this article, shall also be entitled to this maternity leave and to the benefits provided for in clauses 5-6.15, 5-6.16 and 5-6.18, as the case may be.

A professor whose spouse dies shall be granted the residual of the maternity leave and shall benefit from the related rights and benefits.

### **5-6.09**

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

### **5-6.10 Distribution of maternity leave**

The professor shall determine the distribution of her maternity leave before and after the delivery. This leave shall be simultaneous with the period during which benefits are payable under the QPIP and shall begin no later than the week following the beginning of benefits under the QPIP.

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

### **5-6.11**

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

The time limit for giving prior notice may be reduced upon submission of a medical certificate stating that the professor must leave work sooner than planned. In unforeseeable circumstances, the

professor may take maternity leave without giving such prior notice, provided that a medical certificate stating that she must stop work at once is submitted to the College.

### **5-6.12 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 period between the due date and the actual delivery date, unless she is already entitled to at least two (2) weeks' maternity leave after the birth.

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

During these extensions, the professor shall be considered on leave without pay and shall receive no benefits or allowances from the College. During these periods, the professor shall be covered by clause 5-6.58 for the first six (6) weeks and subsequently by clause 5-6.59.

### **5-6.13 Suspension of maternity leave and discontinuous maternity leave**

#### **A) Suspension of leave**

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

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

#### **B) Discontinuous 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 s. 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 employee shall be deemed to be on leave without pay and shall not receive any benefits or allowances from the College. The employee shall enjoy the benefits set out in clause 5-6.59.

---

1 Family or parental leaves or absences



#### **5-6.14**

When the maternity leave interrupted or broken down under clause 5-6.13 resumes, the College shall pay the employee any benefits to which she would have been entitled had she not interrupted or broken down her maternity leave, for the number of weeks remaining under clauses 5-6.15, 5-6.16 and 5-6.18.

#### **Cases eligible for the QPIP**

#### **5-6.15**

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

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

However, when the 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 QPIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the 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 QPIP.

#### **Cases eligible for the EIP**

#### **5-6.16**

A professor who has accumulated twenty (20) weeks of service<sup>3</sup> and who is eligible for benefits under the EIP, but not eligible for the QPIP, shall be entitled to:

- 1) for each week of the waiting period provided for in the EIP, a benefit equal to ninety-three per cent (93%)<sup>4</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

---

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

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

3 A professor shall accumulate service if her absence is authorized, in particular in the case of a disability, and when a benefit or remuneration is payable.

4 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 EIP, which is equivalent on average to seven per cent (7%) of her salary.

parental benefits she is receiving, or would receive upon request, from the EIP, up until the end of the twentieth (20<sup>th</sup>) week of maternity leave;

This benefit is 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 employee works for more than one employer, the benefit shall be equal to the difference between ninety-three per cent (93%) of the basic salary paid by the College and the amount of the 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 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 (1<sup>st</sup>) subparagraph of paragraph 2 as if she had, during this period, benefited from Employment Insurance benefits.

#### **5-6.17**

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

Notwithstanding the preceding paragraph, the College shall pay such compensation if the 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 letter.

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

#### **Cases ineligible for both the QPIP and the EIP**

#### **5-6.18**

A professor who is not entitled to the benefits of the QPIP or the EIP shall also be excluded from any benefits provided for in clauses 5-6.15 and 5-6.16.

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 QPIP or from a parental rights plan established by another province or territory.

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 QPIP 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, the QPIP and the EIP, the percentage of the benefit shall be set at ninety-three per cent (93%) of her basic weekly salary.

#### **5-6.19**

In the cases provided for in clauses 5-6.15, 5-6.16 and 5-6.18:

- 1) No indemnity shall be paid during vacation periods for which the professor receives remuneration.
- 2) In the case of a professor eligible for the QPIP, unless the professor is paid weekly, the benefit shall be paid every two (2) weeks, the first (1<sup>st</sup>) instalment to be paid fifteen (15) days after the College has received proof that the professor is receiving benefits from this plan. For the purposes of this paragraph, proof shall consist of a statement of benefits and information provided by the Ministère de l'Emploi et de la Solidarité sociale in an official statement.

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 (1<sup>st</sup>) instalment to be paid fifteen (15) days after the College has received proof that the employee is receiving benefits from this plan. For the purposes of this paragraph, proof shall consist of a statement of benefits and information provided by HRSD to the College in an official statement.

- 3) Service shall be calculated for all public and parapublic sector employers (public service, education, health and social services), health and social services agencies, agencies for which working conditions or standards and rates of remuneration are determined by law in accordance with the conditions defined by the Government (Appendix V-12), the Office franco-québécois de 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 5-6.15, 5-6.16 and 5-6.18 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.

- 4) 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 5-6.22 is not receiving any benefits from the 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, the professor's 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 in accordance with the applicable salary scale adjustment formula.

- 5) In the case of a non-tenured professor, the College shall cease paying the benefit at the end of the professor's contract. Subsequently, if the professor is rehired as a result of job priority, the College shall once again start paying the benefit at the beginning of the new contract. In this case, the weeks for which the professor received the benefit and the weeks of unemployment shall be deducted from the number of weeks provided for in clauses 5-6.15, 5-6.16 and 5-6.18, as the case may be, and the benefit shall be re-established for the number of weeks remaining under clauses 5-6.15, 5-6.16 and 5-6.18.
- 6) When the beginning of the maternity leave occurs between two (2) contracts, within a given semester or between two (2) consecutive semesters, the maternity benefit shall be paid as of the date of the beginning of the second (2<sup>nd</sup>) contract. In this case, the number of weeks between the two (2) contracts shall be deducted from the number of weeks to which the professor is entitled under clauses 5-6.15, 5-6.16 and 5-6.18, as the case may be. The maternity benefit shall be paid for the number of weeks remaining under clauses 5-6.15, 5-6.16 and 5-6.18, as the case may be.

#### **5-6.20**

Maternity leave may be less than provided for in clause 5-6.08. 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.

#### **5-6.21**

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 5-6.49.

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 Breastfeeding Leave**

#### **Interim Assignment and Special Leave**

##### **5-6.22**

A professor may request an interim assignment to other teaching duties in the following cases:

- 1) she is pregnant and her working conditions entail risks of infectious disease or physical danger to herself or her unborn child;
- 2) her working conditions entail risks to the child she is breastfeeding;
- 3) 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 other teaching duties shall retain the rights and privileges of her regular duties.

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 breastfeeding professor until the end of the breastfeeding period. However, for professors eligible for benefits under the QPIP, whose special leave began on or after January 1, 2006, the special leave shall end the fourth (4<sup>th</sup>) week before the due date.

During the special leave 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 breastfeeding workers.

However, upon the professor's written request, the College shall pay the professor an advance on the forthcoming compensation, based on foreseeable payments. If the CSST pays the anticipated compensation, the College shall be reimbursed accordingly. If not, the College shall be reimbursed at the rate of thirty per cent (30%) of the remuneration payable per pay period corresponding to the payment of salaries, until the debt is paid off, unless otherwise agreed by the professor and the College.

However, if the professor exercises her right to request a review of the CSST's decision or to contest such decision before the Commission des lésions professionnelles (CLP), reimbursement shall be payable only once the CSST's administrative review decision or that of the Commission des lésions professionnelles, as the case may be, is rendered.

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

a maximum of two (2) hours per half ( $\frac{1}{2}$ ) day of work and to assign this professor to other duties she is reasonably able to perform for her remaining time at work.

### **Other Special Leave**

#### **5-6.23**

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

- 1) when complications arise during pregnancy or there is a sufficient risk of miscarriage for the professor to be required to stop work temporarily for the period specified in a medical certificate; this special leave may not extend beyond the beginning of the fourth (4<sup>th</sup>) week prior to the due date;
- 2) 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;
- 3) 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 benefit from a special leave with pay of no more than four (4) days, which can be taken in half ( $\frac{1}{2}$ ) days.

#### **5-6.24**

During special leave granted under this section, the professor shall enjoy the benefits provided for in clause 5-6.58, provided she is normally entitled to them, and those provided for in clause 5-6.57. A professor covered by clause 5-6.23 may also avail herself of the benefits of the sick leave or salary insurance plan. In cases provided for in paragraph 3) of clause 5-6.23, the professor shall first avail herself of the four (4) days mentioned in the preceding paragraph.

### **Section IV: Other Parental Leave**

#### **Paternity Leave**

##### **5-6.25 – Paternity leave with pay**

A professor whose spouse delivers a child shall be entitled to leave with pay for a maximum of five (5) working days at the time of the birth of his/her child. The professor shall also be entitled to such leave if his/her 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 professor whose spouse delivers a child shall also be entitled to such leave if she is deemed to be one of the child's mothers.

**5-6.26 – 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 5-6.28, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's birth.

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.

**5-6.27 – Extension of paternity leave without pay**

A professor who sends the College, before the expiry date of his/her paternal leave, a written notice accompanied by a medical certificate attesting to the fact that his/her child's state of health so requires, shall be entitled to an extension of his/her paternity leave. The duration of this extension shall be as indicated in the medical certificate.

During this extension, the professor shall be deemed to be on leave without pay and shall receive no allowance or benefit from the College. In this case, the professional shall be covered by clause 5-6.59.

**5-6.28 – Interruption of paternity leave without pay and discontinuous paternity leave without pay**

**A) Interruption of paternity leave without pay**

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) Discontinuous 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 5-6.26 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 s. 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 professional shall enjoy the benefits set out in clause 5-6.59.

---

1 Family or parental leaves or absences

## **Adoption Leave and Leave Without Pay for the Purposes of Adoption**

### **5-6.29 – Adoption leave**

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.

### **5-6.30**

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 5-6.32, shall be taken consecutively.

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

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

### **5-6.31 – 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 professional shall be covered by clause 5-6.59.

### **5-6.32 – Interruption of adoption leave and discontinuous 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) Discontinuous adoption leave**

In one or the other of the following cases, upon the professor's request, the adoption leave provided for in clause 5-6.30 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 s. 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.

During such interruption, the professor shall receive no benefit or allowance from the College. The professional shall enjoy the benefits set out in clause 5-6.59.

### **5-6.33**

Upon the professor's resumption of his/her interrupted or discontinuous leave under clause 5-6.32, 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 5-6.30.

### **5-6.34 – Cases Eligible for the QPIP or the EIP**

During the ten (10) weeks of adoption leave provided for in clause 5-6.30, 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 QPIP or the EIP.

This benefit shall be based on the QPIP 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 QPIP or the EIP.

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

### **5-6.35**

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

Notwithstanding the preceding paragraph, the College shall pay such compensation if the 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 letter.

---

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

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

### **5-6.36**

In the cases provided for in clause 5-6.34:

1. No indemnity shall be paid during vacation periods for which the professor receives remuneration.
2. In the case of a professor eligible for the QPIP, unless the professor is paid weekly, the benefit shall be paid every two (2) weeks, the first (1<sup>st</sup>) instalment to be paid fifteen (15) days after the College has received proof that the professional is receiving benefits from this plan. For the purposes of this paragraph, proof shall consist of a statement of benefits and information provided by the Ministère de l'Emploi et de la Solidarité sociale, to the College, in an official statement.

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, proof shall consist of a statement of benefits and information provided by HRSD, to the College, in an official statement.

3. The basic weekly salary of a part-time professor shall be his/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 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 in accordance with the applicable salary scale adjustment formula.

4. In the case of a non-tenured professor, the College shall cease paying the benefit at the end of the professor's contract. Subsequently, if the professor is rehired as a result of job priority, the College shall once again start paying the benefit at the beginning of the new contract. In this case, the weeks for which the professor received the benefit and the weeks of unemployment shall be deducted from the number of weeks provided for in clause 5-6.30, and the benefit shall be re-established for the number of weeks remaining.
5. When the beginning of the maternity leave occurs between two (2) contracts, within a given semester or between two (2) consecutive semesters, the maternity benefit shall be paid as of the date of the beginning of the second (2<sup>nd</sup>) contract. In this case, the number of weeks between the two (2) contracts shall be deducted from the number of weeks to which the

professor is entitled under clause 5-6.30. The maternity benefit shall be paid for the number of weeks remaining.

**5-6.37 – Cases ineligible for both the QPIP and the EIP**

A professor who is not entitled to adoption benefits under the QPIP or parental benefits under the EIP who adopts a child other than the child of his/her spouse shall receive, during the adoption leave provided for in clause 5-6.30, a benefit equal to his/her basic weekly salary.

**5-6.38 –Leave without pay for the purposes of adoption**

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 QPIP benefits and the provisions of clause 5-6.30 shall apply.

During such leave, the professor shall enjoy the same benefits as those for leave without pay set out in clause 5-6.59.

**5-6.39**

If, following an adoption leave for which the professor has received benefits under clause 5-6.34 or 5-6.37, the adoption does not take place, the professor shall be deemed to have been on leave without pay under clause 5-6.38 and shall reimburse such benefit at a rate of thirty per cent (30%) of his/her remuneration per pay period, corresponding to the payment of salaries, until the debt is paid off, unless otherwise agreed upon by the parties.

**5-6.40 Leave without pay**

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

- 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 5-6.25 or an adoption leave of ten (10) weeks.

A professor who does not take the leave without pay to which he/she is entitled may take the leave unused by his/her spouse 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.

#### **5-6.41**

Subject to clause 5-5.19, and in accordance with the provisions of clause 5-5.01, during leave without pay, the professor shall continue to participate in the basic health insurance plan by paying all premiums. Moreover, he/she may continue to participate in applicable supplemental insurance plans, provided he/she so requests at the beginning of the leave and pays all premiums.

#### **5-6.42**

At the expiry of the extension of the maternity, paternity or adoption leave provided for in clause 5-6.40, subject to the terms and conditions of job security set out in article 5-4.00, the professor shall return to his/her full-time or part-time teaching load, unless he/she takes advantage of clause 5-6.43 at the beginning of the semester following the end of his/her leave or the date indicated at the time of departure.

#### **5-6.43 Additional extensions**

- 1) When one of the leaves provided for in clauses 5-6.08, 5-6.30, 5-6.40 and 5-6.48 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 job security as if he/she were working full-time. He/she shall also maintain his/her tenure.
- 2) When one of the leaves provided for in clauses 5-6.08 and 5-6.30 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.
- 3) 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 with the agreement of the College. In this case, his/her seniority for purposes of job security shall accumulate in proportion to his/her workload and he/she shall maintain his/her tenure.
- 4) Subject to paragraphs 1) and 2) of this clause, this professor shall be considered to be working part-time for the purposes of salary, evaluation of experience and participation in fringe benefits.

#### **5-6.44**

A professor who takes advantage of the provisions of clause 5-6.43 paragraph 1) or 3), shall be considered to be working full-time for the purposes of job security during the year or years he/she worked at half-time or part-time.

#### **5-6.45**

If the professor has taken advantage of clause 5-6.43, 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**

### **5-6.46**

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 professor's presence.

During this leave, the professor shall accumulate seniority on the same basis as before the leave.

### **5-6.47**

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

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, but without loss of seniority or experience.

## **Section V: Various Provisions**

### **5-6.48**

A professor on maternity leave who has brought to the College a bank of sick leave days accumulated under a former collective agreement shall be entitled to use these days.

The provisions of clause 5-6.08 and of this clause cannot be applied concurrently.

### **5-6.49**

The leaves provided for in clauses 5-6.26 and 5-6.30 and in the first paragraph of clauses 5-6.38 and 5-6.40 shall be granted upon written request submitted at least two (2) weeks in advance.

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

### **5-6.50**

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 5-6.49.

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.

### **5-6.51**

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 thirty (30) days in advance. His/her return to work shall coincide with the beginning of the semester, unless otherwise agreed upon by the professor and the College.

#### **5-6.52**

While on a leave defined under this article, a professor who wishes to benefit from the advantages provided by any plan to which professors contribute, shall have to pay his/her contributions to the desired plan. However, he/she shall continue to contribute to the basic health insurance plan subject to clause 5-5.19 and in accordance with the provisions of clause 5-5.01.

#### **5-6.53**

A professor who has benefited from a maternity, paternity or adoption leave shall be entitled to paid annual vacation in proportion to the time worked, that is, to one fifth (1/5) of the salary earned during this period. However, the twenty (20)- or twenty-one (21)-week period, as the case may be, provided for in clause 5-6.08, the period provided for in clause 5-6.48, the five (5)-day period provided for in clause 5-6.25 and the ten (10)-week period for adoption leave provided for in clause 5-6.30 shall be considered to be time worked and paid.

#### **5-6.54**

The College shall make an effort to adjust the timetable so that the professor attend prenatal courses or exercises.

#### **5-6.55**

Except for the leave provided for in clauses 5-6.08 and 5-6.30, a professor shall indicate the projected date of his/her return at the time of his/her request.

#### **5-6.56**

The amount of leave provided for in clauses 5-6.08, 5-6.30, 5-6.40 and 5-6.48 shall be calculated starting from the beginning of the maternity or adoption leave.

#### **5-6.57**

Upon his/her return from maternity, paternity or adoption leave, or leave without pay for purposes of adoption, the professor shall resume his/her position or teaching load, as the case may be, subject to the provisions of the collective agreement regarding hiring and job security.

#### **5-6.58**

During maternity leave as provided for in clause 5-6.08 and for the first six (6) weeks of an extension provided for in clause 5-6.12, during paternity leave as provided for in clause 5-6.25 and during adoption leave provided for in clauses 5-6.29 and 5-6.30, the professor shall enjoy the following benefits, provided he/she is normally entitled to them:

- life insurance;
- basic health insurance;
- other health insurance plans;
- accumulation of vacation time or payment of compensatory amounts;
- accumulation of sick days;
- accumulation of seniority for the purposes of job security;

- accumulation of experience;
- accumulation of continuous service for the purposes of obtaining tenure;
- the right to apply for a teaching load and to obtain it in accordance with the provisions of the collective agreement as if he/she were at work.

The professor may postpone some or all of his/her annual vacation if such vacation falls during one of the leaves mentioned in the preceding paragraph and if he/she sends written notice to the College two (2) weeks before the expiry of the leave. Unless otherwise agreed in writing with the College, the postponed vacation shall be taken immediately after the maternity leave or extension thereof as provided for in clause 5-6.12, or after the paternity or adoption leave, as the case may be, and provisions of this clause shall apply during the postponed vacation period.

When the vacation period coincides with the Holiday period, the Holiday period shall be excluded from the calculation of the postponed annual vacation.

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

During the paternity leave without pay provided for in clause 5-6.26, the professor shall accumulate service for the purposes of vacation pay in accordance with the terms and conditions set out in clause 8-2.02.

However, when a professor on maternity leave receives, for one (1) or more weeks included in her vacation, Employment Insurance benefits, an amount equal to that so received shall be deducted (if it has not already been deducted), in equal portions, from the payment of remuneration provided for the postponed vacation period.

#### **5-6.59**

For calculating seniority for the purposes of job security and experience, the leave provided for in clauses 5-6.08, 5-6.30, 5-6.40 and 5-6.48 shall be counted as if the professor was working full-time. However, in the case of paternity leave without pay as provided for in clause 5-6.26, the professor shall accumulate seniority and retain his/her experience for the duration of the leave, unless the total duration of the leave without pay is less than or equal to fifty-two (52) weeks, in which case he/she shall accumulate experience.

#### **5-6.60**

A professor who receives a regional disparity premium under this collective agreement shall continue to receive such benefits during maternity leave as provided for clauses 5-6.15, 5-6.16 and 5-6.18.

Notwithstanding the foregoing, the total amount of benefits received by the professor in QPIP and EIP benefits, compensation and premiums may not exceed ninety-five per cent (95%) of his/her basic salary plus any regional disparity premium.

A professor on an adoption leave as provided for in clause 5-6.30 shall be entitled to one hundred per cent (100%) of the regional disparity premium during such leave.

**5-6.61**

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

**5-6.62**

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



## **Article 5-7.00 - Leave for Professional Activities**

### **5-7.01**

A professor on leave for professional activities shall be considered to be in the College's employ with all rights and privileges granted under this agreement, except for his/her salary in the case of leave without pay for professional activities.

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

### **5-7.02**

A professor shall obtain leave by giving reasonable advance notice and after obtaining the authorization of the College:

- a) to attend conferences and conventions of a cultural association, a professional corporation or a scientific society;
- b) to give courses or lectures on educational subjects or to participate in works of an educational nature.

A professor who benefits from a leave under the terms of this clause shall not be subject to any reduction in salary.

### **5-7.03**

A professor shall obtain leave from the College by giving reasonable advance notice and after obtaining the written authorization of the College, which authorization may not be refused without a reasonable motive, if he/she is invited to be a member of a ministerial commission, a regional planning committee, a committee or commission of the Direction général de l'enseignement collégial, or any other committee or commission of a similar nature.

In no case shall a professor benefiting from leave under the terms of this clause suffer any loss of pay. In addition, his/her teaching load shall be adjusted or reduced accordingly. This reduction shall be absorbed by the College.

### **5-7.04**

A professor may obtain leave without pay for a minimum of one (1) year and a maximum of two (2) years, by giving reasonable advance notice and obtaining the written authorization of the College, to participate in any program of cooperation with Canadian provinces or foreign countries, if such programs are officially recognized by the Gouvernement du Québec or the Government of Canada.

### **5-7.05**

A professor may obtain leave without pay for no more than two (2) years, by giving reasonable advance notice and obtaining the written authorization of the College, to exercise an academic function outside Quebec under the terms of a foreign aid program, an exchange program, or an extra-territorial teaching program.

**5-7.06**

The College's authorization under clauses 5-7.04 and 5-7.05 shall specify the date of the professor's return. This date shall coincide with the beginning of a semester.

Upon his/her return, the professor shall be assigned to the subject in which he/she was teaching at the time of his/her departure, or to the subject specified at the time of his/her departure, subject to the application of article 5-4.00.

## **Article 5-8.00 - Public Office**

**The provisions of this article, with the exception of clause 5-8.05, may be modified following a local arrangement between the parties (R.S.Q., c. R-8.2, s. 70).**

### **5-8.01**

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 leave without pay after giving the College reasonable advance notice, if his/her absence is necessary for the purposes of his/her candidacy.

### **5-8.02**

A professor who runs as a candidate in an election shall retain the right to return to work immediately in case of defeat. If he/she decides to take advantage of this right, he/she shall exercise it within fifteen (15) working days after his/her defeat.

### **5-8.03**

A professor elected as specified in clause 5-8.01, as well as a professor who is elected or appointed to a civic function other than member of parliament, member of the National Assembly, mayor, city councillor or school commissioner, or to a position with a government commission of inquiry, shall obtain leave without pay for the duration of his/her mandate, if this mandate requires a full-time commitment on his/her part, after giving notice in writing 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 take leave from work without salary, occasionally and in accordance with the requirements of his/her function, after giving the College reasonable notice.

However, if these absences are such that they cause serious prejudice to his/her teaching duties, the professor may agree with the department and the College on methods of reallocating his/her teaching duties. Nevertheless, after submitting the matter to the Union as provided for under the collective agreement, and if circumstances make it necessary, the College may require that the professor take leave without pay. The professor may then continue to participate in the basic health insurance plan provided that he/she pays all premiums. He/she may continue to participate in the pension plan and the other insurance plans provided that he/she assumes the entire cost of the plans and on condition that the plan or master policy or policies so permit.

### **5-8.04**

At the end of his/her mandate, as a result of his/her resignation, defeat or otherwise, the professor shall notify the College at least fifteen (15) working days in advance of 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 remain on leave for public office.

**5-8.05**

Unless specifically stipulated otherwise, a professor on leave for public office for one (1) semester or less shall benefit from all rights and advantages to which he/she is entitled to during a normal teaching year.

**Article 5-9.00 - Statutory Holidays**

**5-9.01**

During each semester, a professor shall be entitled to the holidays scheduled for the students in the school calendar.

**5-9.02**

For the exclusive purposes of clause 5-9.01, a "semester" (fall or winter) shall signify the period beginning with the opening of student classes and ending with the last day of student examinations, as provided for in the academic calendar.

## **Article 5-10.00 - Special Leave**

### **5-10.01**

During the periods in which a professor must be available to the College under the terms of the collective agreement, he/she shall be entitled to leave without pay, after notifying the College, for the following purposes and time periods:

- a) the death of his/her spouse, child or spouse's child: five (5) consecutive working days;
- b) the death of his/her father, mother, father-in-law, mother-in-law, brother or sister: three (3) consecutive working days;
- c) the death of his/her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather or grandmother: the day of the funeral; if the deceased resided at the professor's domicile: three (3) consecutive working days;
- d) the wedding of his/her father, mother, son, daughter, brother, sister, half-brother, or half-sister: the day of the wedding;
- e) the professor's wedding: five (5) consecutive working days including the day of the wedding;
- f) moving day, once a year;
- g) a quarantine ordered by competent medical authority: the number of days set by the competent medical authority;
- h) any other acts of God (disaster, fire, flood, etc.) forcing a professor to take leave from work: the number of days shall be set by the College after agreement with the professor.

### **5-10.02**

In the cases covered by paragraphs a), b), c) and d) of clause 5-10.01, the professor shall be entitled to one (1) additional working day of leave if the event takes place more than two hundred and forty kilometres (240 km) from his/her residence and a second (2<sup>nd</sup>) additional working day of leave if the event takes place more than four hundred and eighty kilometres (480 km) from his/her residence.

### **5-10.03**

A professor who makes a written request or, in the case of an emergency, produces written justification after notifying the College, shall be entitled, for serious reasons, to leave without loss of pay.

### **5-10.04**

A professor who is called upon to serve on a jury or to appear as a witness in a case to which he/she is not one of the parties involved shall not incur any loss of pay.

### **5-10.05**

The bank of personal leave which a professor employed by the Government at the time of his/her transfer, had accumulated before December 31, 1965, shall be transferred to the College.

This bank may be used to extend special leave provided for in this article by a number of days equal to that permitted by the collective agreement, without loss of pay. Only the additional days shall be deducted from the bank.

The College shall inform the professor each year of the balance remaining in his/her bank of leave.

**5-10.06**

The leave provided for in this article shall not modify in any way the rights and privileges to which a professor is entitled during a normal teaching year.

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

**5-11.01**

A professor with three (3) years' seniority or who has held a full-time workload for two (2) years may be assigned temporarily to another category of personnel, on the condition that the professor accepts the College's proposal.

**5-11.02**

The provisional assignment of a professor shall be restricted to administrative, professional or technical positions.

**5-11.03**

Conditions regarding transfer from one category of personnel to another shall be agreed upon between the professor and the College.

**5-11.04**

During the course 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.

However, a professor on provisional assignment to administrative duties shall remain covered by the conditions related to the group insurance plan for professors.

**5-11.05**

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

**5-11.06**

At the end of his/her provisional assignment, the professor shall be reinstated in his/her former category of personnel with all rights and privileges, as if he/she had never left this former category of personnel, subject to the provisions of the collective agreement.

**5-11.07**

A provisional assignment shall have a maximum duration of one (1) year, and shall be renewable.



## **Article 5-12.00 - Exchanges Between Colleges**

### **5-12.01**

Two (2) professors in the same subject from two (2) different Colleges may exchange colleges in accordance with the following criteria and conditions:

a) the professor is tenured;

or

the professor is non-tenured but has at least three (3) years of seniority and is guaranteed, no later than June 30, full-time teaching duties for the duration of the exchange;

b) the exchange is for at least one (1) contract year and at most two (2) contract years; the beginning of the exchange shall coincide with the beginning of the teaching year at the college of origin;

c) each of the professors concerned submits a request to his/her college in writing before the April 1 preceding the year of the exchange;

d) each of the departments concerned gives a favourable opinion on this matter to the colleges concerned;

e) each of the colleges concerned approves the exchange in writing before May 1, after submitting the question to the Union in accordance with the provisions of the collective agreement. In the case of a non-tenured professor, the college shall have until June 30 to approve the exchange.

### **5-12.02**

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

a) the professor shall maintain his/her employment ties with his/her college of origin;

b) however, for all other purposes, the professor shall be deemed to be employed by the college he/she is visiting for the duration of the exchange, except when there are implications taking effect after the exchange between the colleges.

### **5-12.03**

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

### **5-12.04**

After submitting the matter to the Union under the terms of the collective agreement, a college may put an end to such an exchange at the end of a semester upon one (1) month's notice to this effect.

**5-12.05**

Except in the case of a non-tenured professor, once the exchange has lasted the maximum duration provided for in paragraph b) of clause 5-12.01, if both professors, departments and colleges concerned agree, the exchange may become permanent providing agreement is also reached with the Union in each college, in accordance with the terms of the collective agreement.

In this event, the professor shall be considered to have tendered his/her resignation to his/her College of origin and all his/her rights shall thereby be transferred, insofar as they are compatible with the provisions of the collective agreement in effect at his/her new College.

## **Article 5-13.00 - Leave with Deferred or Anticipated Pay**

### **5-13.01**

The leave with deferred or anticipated pay plan makes it possible for a tenured professor who has not been placed on availability to benefit from leave with pay. However, the plan does not allow a professor to postpone income taxes nor does it generate added benefits upon retirement.

Such leave requires the written agreement of the College.

### **5-13.02**

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

The plan is with deferred pay when the period of leave is at the end of the plan and with anticipated pay in all other cases.

### **5-13.03**

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

The duration of the plan may be extended in the cases and manner provided for in clauses 5-13.14, 5-13.17 and 5-13.18. However, the leave must begin not later than at the expiry of a maximum period of six (6) years following the date on which the amounts begin to be deferred.

The leave may not be interrupted for any reason whatsoever, unless the entire leave is scheduled before the period of work.

### **5-13.04**

The duration of the leave may be from six (6) to twelve (12) months.

### **5-13.05**

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

Their application shall include the proposed duration of the plan and of the leave, as well as the proposed dates for the beginning and the end of the plan and the leave. The professor's return to work shall coincide with the beginning of a semester.

### **5-13.06**

The College shall not grant a leave with deferred or anticipated salary to a professor who is on disability.

The College may grant a leave with deferred or anticipated salary to a professor on leave without pay provided that the professor returns to work before the leave begins.

### **5-13.07**

The College shall not be required to accept a minimum of applications for the leave with advance pay plan.

Applications for the leave with deferred pay plan shall be dealt with in accordance with the period of leave.

Subject to difficulties of a pedagogical nature, the College shall accept applications in order that in a given subject, for a given period, at least one (1) professor shall be on leave.

Should the number of applications be such that more than one (1) professor in a given subject would eventually be on leave at the same time, the College shall not be required to accept applications that would result in more than ten per cent (10%) of the number of professors allocated to a subject being on leave at the same time.

If the College has to choose between several applications, these shall be accepted in accordance with seniority, subject to difficulties of a pedagogical nature.

**5-13.08**

At the end of the leave, at the end of maternity leave extending said leave or at the end of a leave without pay provided for in the collective agreement and extending said leave, the professor shall resume his/her position subject to the provisions of the collective agreement and shall remain in the College's employ for a period at least equivalent to the duration of the leave.

**5-13.09**

During each year of his/her participation in the leave with deferred or advance pay plan, the professor shall receive the percentage of his/her salary as given in the following table, in accordance with the duration of the plan and the leave:

Percentage of salary

Duration of leave	Duration of participation in the plan			
	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	5 years
6 months	75.00%	83.33%	87.50%	90.00%
12 months		66.67%	75.00%	80.00%

The salary to which the above percentage is applied shall be the salary that the professor would be receiving had he/she not participated in the plan.

During the work period, the professor shall be entitled to all applicable premiums.

During the period of leave, the professor shall only be entitled to those premiums considered salary.

While on leave, the professor may not receive any remuneration from the College or from any other person or association with which the College has any ties, other than the amount corresponding to the percentage of his/her salary for the duration of the plan.

**5-13.10**

During the work period, the professor's availability within the meaning of the collective agreement and his/her individual teaching load shall be the same as they would have been were he/she not participating in the plan.

**5-13.11**

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

**5-13.12**

For the purposes of establishing the value of pension benefits, the professor shall be credited with one (1) year of service for every year in which he/she participated in the leave with deferred or advance pay plan, as well as an average salary based on the salary he/she would have received had he/she not participated in the leave with deferred or advance pay plan.

The professor's contribution to a pension plan while participating in the leave with deferred or advance pay plan shall be established in accordance with the applicable legislation.

**5-13.13**

If a professor leaves the employ of the College, retires or withdraws from the leave with deferred or advance pay plan, his/her participation in the plan shall end immediately, subject to the following terms and conditions:

- a) if the professor has already taken the leave, he/she shall refund, without interest, the amount received during the leave less the amounts already deducted from his/her salary during the work period in accordance with clause 5-13.09;
- b) if the professor has not yet taken the leave, the College shall refund, without interest, the difference between the salary he/she would have received had he/she not participated in the plan and the salary he/she has in effect received since the beginning of his/her participation in the plan;
- c) if the professor is on leave, the amount owed by the professor or the College shall be established as follows: the amount received by the professor during the leave less the amounts already deducted from his/her salary during the work period in accordance with clause 5-13.09. If the result is negative, the College shall refund said balance, without interest, to the professor. If the result is positive, the professor shall refund said balance, without interest, to the College;
- d) a professor's rights with regard to pension plans shall be those which would have existed had he/she never participated in the leave with deferred or advance pay plan. Thus, if the leave has already been taken, the contributions made during that period shall make up for reduced contributions made during the work period; however, the professor may buy back any missing years of service under the same conditions as those relating to leave without pay (two hundred per cent [200%] RREGOP and PPCT, one hundred per cent [100%] TPP and CSSP). If the leave has not been taken, the contribution needed to recognize the total number of years worked shall be deducted from the salary refund made to the professor.

When the professor is obliged to reimburse the College, he/she may reach an agreement with the College as to the methods of payment.

**5-13.14**

During the professor's participation in the plan, the total amount of leave without pay taken by the professor, for whatever reason, with or without authorization, shall not exceed twelve (12) months. Should the total amount of leave without pay, for whatever reason, with or without authorization, exceed twelve (12) months, the professional's participation in the plan shall come to an end on the date the twelve (12)-month limit is reached, and the terms and conditions provided for in paragraph a), b), c) or d) of clause 5-13.13 shall apply, with the necessary adjustments.

In cases where the total amount of leave without pay taken by the professor, for whatever reason, 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 amount of leave without pay.

**5-13.15**

In cases where a professor is placed on availability while participating in the plan, after the period of leave, the plan shall end the October 30 following the date he/she is placed on availability. In this case, the provisions of clause 5-13.13 shall apply, but without loss of rights regarding the pension plan. Contributions overpaid shall not be claimed (one [1] full year of service shall be credited for each full year of participation in the plan).

In cases where a professor is placed on availability while on leave, the plan shall end the October 30 following the date he/she is placed on availability if the leave is over at that time. If the leave is still under way, it shall end at the end of the leave. In this case, the provisions of clause 5-13.13 shall apply, but without loss of rights regarding the pension plan. Contributions overpaid shall not be claimed (one [1] full year of service shall be credited for each full year of participation in the plan).

In cases where a professor is placed on availability while participating in the plan, before the period of leave, the leave may not begin and the plan shall end the October 30 following the date he/she is placed on availability. In this case, the provisions of clause 5-13.13 shall apply, but without loss of rights regarding the pension plan. Contributions overpaid shall not be claimed (one [1] full year of service shall be credited for each full year of participation in the plan) and the salary not paid shall be reimbursed without being subject to a contribution to the pension plan.

Notwithstanding the preceding paragraphs, the plan shall continue until the professor receives a full yearly salary. This provision shall apply to every year of the plan.

In addition, if the professor is relocated, the plan may be transferred to the new employer, if the latter so agrees.

**5-13.16**

In the event of the death of a professor participating in the plan, his/her participation in the plan shall come to an end on the date of death and the terms and conditions provided for in clause 5-13.13 shall apply. However, any surplus in salary paid to the professor shall not be claimed, and unpaid salary shall be reimbursed without being subject to a contribution to the pension plan.

**5-13.17**

If a professor becomes disabled as defined in article 5-5.00 while participating in the plan, the following terms and conditions shall apply:

- a) if the disability occurs during the leave:

the disability shall be presumed not to exist during the leave and it shall be considered as beginning on the date the professor is due back to work at the end of his/her leave.

During his/her leave, the 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 provided for in the plan. If the professional is still disabled at the end of his/her participation in the plan, he/she shall receive salary insurance benefits based on his/her regular salary;

- b) if the disability occurs after the leave:

the professor's participation in the plan shall continue and salary insurance benefits shall be based on the salary provided for in the plan, as long as the disability lasts. If she/he is still disabled at the end of his/her participation in the plan, he/she shall receive salary insurance benefits based on his/her regular salary;

- c) if the disability occurs before the leave and ends before the leave:

the professor's participation in the plan shall continue and salary insurance benefits shall be based on the salary provided for in the plan as long as the disability lasts;

- d) if the disability occurs before the leave is taken and still exists at the time the leave is set to take place:

in this case, the professor in question may avail himself/herself of one of the following choices:

- i) he/she may continue to participate in the plan and defer the leave until such time as he/she is no longer disabled. He/she shall then be entitled to salary insurance benefits based on the salary provided for in the plan. If the disability still exists in the last year of the plan, said plan may then be interrupted as of the beginning of the last year until the end of the disability. During this period of interruption, the professor shall be entitled to salary insurance benefits based on his/her regular salary;
- ii) he/she may end his/her participation in the plan and thus receive the amounts that have not been paid as well as salary insurance benefits based on his/her regular salary. The unpaid amounts shall be subject to contributions to the pension plans;
- e) in the cases provided for in paragraph a), when the leave takes place entirely before the period of work, and in the cases provided for in paragraphs b), c) and d) above, the

professor may avail himself/herself of the following option, which shall then replace the options and conditions stipulated in those paragraphs:

as of the beginning of the fourth (4<sup>th</sup>) month of continuous disability, the plan shall be interrupted. During the period of interruption, the professor shall be entitled to salary insurance benefits based on his/her regular salary. The period of interruption shall end at the end of the twelfth (12<sup>th</sup>) month of continuous disability and the plan shall resume. If the disability continues, the professor's salary insurance benefits shall be based on the salary provided for in the plan;

- f) the periods of interruption provided for in paragraph e) and subparagraph i) of paragraph d) shall be excluded from the duration of the plan;
- g) if the disability lasts for more than two (2) years:

during the first two (2) years, the professor shall be treated as defined above. At the end of the two (2) years, his/her participation in the plan shall end, and:

- i) if the professor has already taken the leave, any surplus in salary paid to him/her shall not be claimed and all rights related to his/her pension plan shall be recognized (one [1] year of service for every year of participation in the plan);
- ii) if the professor has not yet taken the leave, any unpaid salary shall be reimbursed, without interest, and without being subject to contributions to the pension plan, and the disability benefit to which the professor is entitled under the terms of the pension plan shall be payable immediately.

#### **5-13.18**

In the event that a maternity leave begins before or after the leave or begins during the leave in the case of a leave that takes place entirely before the period of work, participation in the plan shall be interrupted for a maximum period equivalent to the maximum duration of the maternity leave and the plan shall be extended for the same amount of time.

However, if the maternity leave takes place prior to the leave, the professor may put an end to the plan. She shall then receive her unpaid salary, without interest, as well as the benefits to which she is entitled for the maternity. The amounts reimbursed shall be subject to contributions to the pension plan.

#### **5-13.19**

If the professor does not take his/her leave within the duration of the plan, the College shall pay him/her, during the first (1<sup>st</sup>) taxation year following the end of his/her participation in the plan, the entire deferred salary.

#### **5-13.20**

Agreement between the College and the professor shall be mandatory in all cases not covered by this article.



**Article 5-14.00 - Technological Changes**

**5-14.01**

A technological change shall consist in the College's putting into operation equipment or laboratory and workshop technical apparatus different in type and in nature from those used previously, if the use of such new equipment requires major retraining on the part of a professor in order that he/she may fulfil his/her duties as defined under clause 8-3.01, paragraph a).

**5-14.02**

Before proceeding with a technological change, the College shall consult the Union in accordance with procedures provided for in the collective agreement, at least six (6) months prior to the implementation of such change.

**5-14.03**

In order that professors may proceed, if need be, with the retraining required by the introduction of technological changes, the College shall make use of the resources made available through the application of article 8-4.00.

**Article 5-15.00 - Service Loans**

**5-15.01**

A service loan shall be defined as the use, by an agency other than the College, of the services of a consenting professor who shall continue to be paid by the College, subject to the provisions of this article.

**5-15.02**

The College, the professor concerned and the agency shall agree on the period and the conditions involved in the service loan. A copy of the signed agreement shall be forwarded to the Union by the College.

**5-15.03**

The professor whose services are on loan shall maintain all rights and benefits to which he/she is entitled to under the collective agreement.

**5-15.04**

Upon his/her return, the professor on loan shall return to his/her category of personnel with all rights and privileges, subject to the provisions of the collective agreement.

## **Article 5-16.00 - Half-Time Leave**

### **5-16.01**

A professor on half-time leave shall receive a half salary; moreover, a tenured professor shall retain his/her tenure.

### **5-16.02**

Unless otherwise stipulated in this collective agreement, a professor on half-time leave shall be deemed to be on half-time for the purposes of maternity leave, insurance plans and pension plans. However, this professor may be considered a full-time professor, if he/she so wishes, for purposes of eligibility to the pension plan. In such case, the College shall be required to pay only those contributions pertaining to a half salary and the professor shall pay the balance of the contributions out of his/her own pocket.

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

### **5-16.03**

A professor on half-time leave shall be a full-time professor who has at least three (3) years' seniority or who has held a full-time workload at the College for at least two (2) years and who assumes fifty per cent (50%) of the annual workload that he/she would hold if he/she were full-time. Said professor may complete his/her load over one (1) or two (2) semesters.

### **5-16.04**

A professor shall be granted a half-time leave by the College for the following teaching year provided that he/she has given notice to the College prior to March 15 and has received written authorization from the College prior to April 1. Such authorization shall not be refused without valid reason.

### **5-16.05**

A professor on half-time leave shall accumulate during said leave:

- a) one (1) year's seniority per year on leave, for the first two (2) years;
- b) one half (1/2) year's seniority for each additional year.

### **5-16.06**

A professor who takes advantage of clauses 5-16.01 to 5-16.05 inclusively may resume his/her position or teaching load for the following school year, subject to the provisions of the collective agreement, provided that he/she so advises the College prior to March 15, unless the date of his/her return has already been agreed upon with the College.

## **Article 5-17.00 – Voluntary Working Time Reduction Program**

### **5-17.01**

The aim of the voluntary working time reduction program is to allow full-time professors to reduce their teaching load. The annual teaching load of a professor participating in the program cannot be less than 0.4 FTE or more than 0.9 FTE. However, if the reduction of the teaching load applies to only one (1) semester, the teaching load cannot be more than 0.80 for the semester in question.

### **5-17.02**

Participation in the working time reduction program shall be voluntary.

### **5-17.03 Duration of the program**

The voluntary working time reduction program shall apply for the duration of the collective agreement.

### **5-17.04 Eligibility**

A tenured professor shall be eligible for the voluntary working time reduction program if he/she has at least three (3) years' seniority.

A non-tenured professor shall be eligible for the voluntary working time reduction program if he/she has at least three (3) years' seniority and if he/she holds a full-time teaching load in the year he/she wishes to participate in the program.

### **5-17.05 Participation in the program**

A professor who wishes to participate in the voluntary working time reduction program shall so request in writing, no later than May 15 for the fall semester and no later than November 15 for the winter semester.

### **5-17.06**

Participation in the program shall be established for one (1) semester at a time or for any contract year depending on the professor's request, and the reduction of working time may vary from one semester to the next.

For the purposes of clause 5-17.07, a professor who participated in the program in the fall semester and who again participates in the winter semester shall be deemed to have participated only once.

### **5-17.07**

Subject to pedagogical or recruitment constraints, the College shall accept a request for participation in the program. However, for a given subject, the College shall not be obliged to accept a request for participation that would result in the total percentage of reduction of the teaching load generated by the program in full-time equivalents (FTE) being more than ten per cent (10%) of the total number of full-time equivalents (FTE), or in the participation of more than six (6) professors at a time.

Notwithstanding the preceding, the College shall accept the request for participation of at least one (1) professor per subject.

#### **5-17.08**

For a request for the fall semester or the entire contract year, the College's answer shall be sent no later than June 27 in the case of a tenured professor and, as of that date, to a non-tenured professor.

For a request for participation in the program in the winter semester, the College's answer shall be sent to the professor no later than December 15.

#### **5-17.09 Salary**

For the duration of the program, the professor shall be remunerated on the basis of the percentage resulting from the application of clause 5-17.01 of this agreement. The remuneration to which the percentage is applied shall be the remuneration the professor would receive if he/she were not participating in the program.

#### **5-17.10 Reduced teaching load and availability**

For the duration of the professor's participation in the program, his/her teaching load shall be the teaching load of a full-time professor and shall be established using the CI formula. In this case,  $L$  in  $CI_L$  shall be equal to the percentage reduction of the professor's teaching load.

The percentage reduction of the teaching load and the related schedule shall be subject to an agreement between the professor and the College.

#### **5-17.11 Seniority**

For the duration of the professor's participation in the program, his/her seniority shall be recognized as if he/she were not participating in the program.

#### **5-17.12 Experience**

For the duration of the professor's participation in the program, his/her experience shall be recognized as if he/she were not participating in the program.

#### **5-17.13 Disability and parental rights**

When a professor takes leave because of a disability or parental rights, the benefits or compensation paid during his/her participation in the program shall be calculated in proportion to his/her reduced teaching load.

#### **5-17.14 Pension plan**

Subject to current tax legislation, throughout the duration of the professor's participation in the program, and for the purposes of his/her pension plan, his/her service shall be recognized as if he/she were not participating in the program. The remuneration eligible for the professor's contribution shall be the remuneration he/she would have received had he/she not been participating in the program. Similarly, the employer's contribution shall be paid on the remuneration the professor would have received had he/she not been participating in the plan.

#### **5-17.15 Health, life and salary insurance**

During the professor's participation in the program, he/she shall continue to participate in the basic health insurance plan. Moreover, in order to continue enjoying the benefits of the other insurance plans, the professor shall assume the total cost, provided the master policies so permit.

**5-17.16**

Subject to this agreement, participation in the voluntary work time reduction program cannot be concurrent with another program or leave provided for in the collective agreement, with the exception of leave for parental rights, disability and union activities.

**5-17.17**

The dates provided for in clauses 5-17.05 and 5-17.08 may be modified upon agreement between the parties.

## **Article 5-18.00 - Disciplinary Action**

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

### **5-18.01**

When the College wishes to take disciplinary action against a professor, it shall do so in accordance with one of the two procedures described in 5-18.02 and 5-18.03.

### **5-18.02**

In cases where a professor causes prejudice to the College, its members, its staff or the students, which by its nature and seriousness necessitates immediate action:

- a) The College:
  1. shall temporarily suspend the professor from his/her duties without loss of pay by means of a written notice stating the reasons for his/her suspension and at the same time forwarding a copy of the above notice to the Union;
  2. shall then have five (5) working days to inform the professor of its intention to take action, failing which the professor shall be reinstated without prejudice.
- b) The College and the Union shall then have five (5) working days immediately following the date on which the Union is notified in which to meet and study the case in accordance with the procedures defined in article 4-3.00.

The College shall render its decision, in writing, to the professor and to the Union within the three (3) working days immediately following the date of the meeting, failing which the professor shall be reinstated without prejudice.

Without prejudice to his/her right to the existing grievance procedure, the professor may be heard at the above meeting.

- c) The professor may tender his/her written resignation to the College from the moment of his/her suspension and up to five (5) days following the College's decision.

### **5-18.03**

In cases other than those mentioned in clause 5-18.02, the College may not take disciplinary action against a professor without having first complied with the following conditions:

- a) the College must previously have given the professor written notice, twice within the same teaching year of complaints against him/her on the same subject matter. The time between these two (2) warnings must be sufficient to allow the professor to take corrective action;
- b) the College must have met with the Union in accordance with the provisions of article 4-3.00.

**5-18.04**

Any decision relative to disciplinary action shall be sent to the professor in writing and forwarded at the same time to the Union along with the reasons for such decision. Upon receiving said decision, the professor may tender his/her resignation to the College within the next five (5) days, at the same time sending a copy of his/her resignation to the Union.

**5-18.05**

No admission signed by a professor may be used against him/her before an arbitration board unless such admission was signed in the presence of a union representative.

**5-18.06**

In cases provided for in clause 5-18.03, the professor may not be dismissed before his/her contract expires. If the College notifies him/her of its decision after the April 1 preceding the termination of his/her contract, at least one (1) of the two (2) warnings provided in clause 5-18.03 a) must be based on an incident occurring after this date.

**5-18.07**

The warnings and comments sent to the professor may not be used against him/her after one (1) year has expired without another notice bearing on a subject of a similar nature having been sent to him/her.

**5-18.08**

At any time a professor, whether or not he/she is accompanied by a union representative, may consult his/her personal file, which includes:

- a) his/her job application;
- b) his/her employment contract;
- c) all authorization for deductions;
- d) warnings, admissions, unfavourable remarks and incriminating documents as mentioned in this article;
- e) any request to fill a position;
- f) documents concerning the professor's education and experience for the purposes of ranking.

The professor's file may be consulted by representatives of the parties during a meeting in accordance with article 4-3.00.

**5-18.09**

The professor shall always be informed before an unfavourable remark or incriminating document is entered in his/her file. In such case, the file shall contain an attestation to the effect that the professor is aware of the remark. The said attestation shall be entered in the file with the remark or the document and a copy shall be sent immediately to the Union.



**5-18.10**

Any unfavourable remark or incriminating document entered in a professor's file may be contested by the professor or the Union under the procedure provided for in article 4-3.00 or under grievance procedures.

Should the College, following a meeting with the Union in accordance with the procedure provided for in article 4-3.00, acknowledge the justification of the professor's request, the contested document shall immediately be withdrawn from the file. The same procedure shall apply if the arbitration board hands down a decision in favour of the professor.

**5-18.11**

At the professor's request, the file may also include a mention of the professor's participation in committees set up by the Ministère or by the College as well as of any professional activities which he/she performed at the College.

The professor may also require that any favourable assessment made concerning him/her by an arbitration board be entered in his/her file.

**5-18.12**

A copy of the complete file shall be handed over to the professor when notice of dismissal is given. A copy of the documents provided for in clause 5-18.08 d) shall be handed over to the professor along with his/her notice of suspension.

**5-18.13**

If the professor files a grievance under the provisions of this article, the College shall establish its reasons for any disciplinary action it has taken and prove that it is well-founded.

**5-18.14**

The College may present only the motives stated in writing at the time of the suspension, dismissal or other disciplinary measure as evidence before the arbitrator.

**5-18.15**

In all cases of suspension, dismissal or other disciplinary actions for just cause, the arbitration board has full latitude to maintain, modify or rescind such a decision by the College, and has the authority to establish any right or privilege in whole or in part in accordance with whether it maintains, modifies or rejects said decision in whole or in part. If the board considers that it is appropriate to award an indemnity to the professor, it shall take into consideration any salary received by the professor in the interim. The board can also order that the sums owed to the professor bear interest at the rate set by the regulation adopted under the terms of section 28 of the Act respecting the ministère du Revenu (R.S.Q., c. M.-31).

**5-18.16**

If the board decides to maintain a professor in his/her duties, said professor shall regain all his/her rights, years of experience, fringe benefits and other benefits as if he/she had not been the object of disciplinary action, unless the board decides otherwise.

## **Article 5-19.00 – Occupational Health and Safety**

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

### **5-19.01**

In order to ensure the well-being of its employees and to prevent work-related illnesses and accidents, the College agrees to maintain a high level of safe and hygienic working conditions. In particular, the College shall provide, free of charge, in its buildings, the facilities and equipment required by municipal regulations, by internal regulations or by any other standards contained in existing laws governing hygiene, health and safety.

### **5-19.02**

In the event of an accident or occupational illness, the College shall notify the Union.

### **5-19.03**

Professors shall have access, during working hours, to the health services offered to students.

### **5-19.04**

After meeting with the Union, in accordance with article 4-3.00, the College shall provide a lump sum payment for or provide free of charge for use by the professors, any special clothing that they are required to wear at the College's request or in accordance with the standards and regulations contained in existing laws governing hygiene, health and safety.

The College shall make a lump sum payment for or provide the following:

- a) uniforms for nurses doing fieldwork in hospitals and health centres;
- b) uniforms for professors teaching paramedical technologies when so required by the institutions in which they work;
- c) clothing and equipment required for physical education;
- d) lab coats for laboratory work.

### **5-19.05**

The special clothing provided by the College in accordance with this article shall remain the property of the College and may be replaced only if the old garment is given in exchange, except in cases of an act of God. It shall be up to the College to decide if a piece of clothing has to be replaced.

### **5-19.06**

The upkeep of the special clothing provided for in this article shall be at the College's expense.

**5-19.07**

The College and the Union shall meet under the terms of article 4-3.00 to discuss any dispute submitted by the Union on matters of occupational health and safety.

To this end the College shall provide all pertinent documentation it has in its possession.

## **Article 5-20.00 – Gradual Retirement Program**

### **5-20.01**

The gradual retirement program enables full-time professors participating in one of the pension plans currently in effect (CSSP, RREGOP or TPP) to reduce their availability under article 8-8.00 for a period of one (1) to five (5) years in a proportion of no less than forty per cent (40%) and no more than eighty per cent (80%) of the availability of a full-time professor.

A professor whose contract ends automatically at the end of a teaching year under clause 5-1.02 shall not be eligible for this program.

### **5-20.02**

A professor may take advantage of this program only once, even if the program is cancelled before the expiry date provided for in clause 5-20.04 or if the professor is relocated to a new employer before said expiry date.

### **5-20.03**

A professor who wishes to take advantage of the program must apply to the College in writing at least sixty (60) days before the beginning of the gradual retirement, which shall coincide with the beginning of a semester.

The awarding of gradual retirement shall be subject to prior agreement with the College.

### **5-20.04 Period covered and actual retirement**

The program shall apply to a professor for a period of no less than twelve (12) months and no more than sixty (60) months.

At the end of this period, the professor shall retire.

If, because of circumstances beyond his/her control (e.g. strike, lockout, correction of prior service), the professor is not eligible for retirement at the end of the program, the program shall be extended until the professor is eligible for retirement.

### **5-20.05 Availability and teaching load**

The percentage of availability shall be agreed upon between the professor and the College in accordance with clause 5-20.01 and may vary during the course of the program. In addition, the professor and the College may modify the percentage of availability during the program, provided that it remains between forty per cent (40%) and eighty per cent (80%) of the availability of a full-time professor.

The teaching load accepted by the professor shall be that of a full-time professor and shall be established using the CI formula. In this case, L in CI<sub>L</sub> shall be equal to the percentage reduction of the professor's teaching load.

### **5-20.06 Rights and benefits**

#### **Salary**

Throughout the program, the professor shall be remunerated on the basis of the percentage of availability established in 5-20.05 with respect to the salary of a full-time professor.

Seniority and experience

The professor shall continue to accumulate seniority and experience as if he/she were not participating in the program.

Bank of sick leave days

In accordance with clause 5-5.37, a professor who has accumulated a bank of sick leave days with cash surrender value under prior collective agreements may use, for the gradual retirement program, the equivalent of the days of sick leave with cash surrender value he/she has accumulated to reduce or eliminate the annual teaching load and availability provided for in clause 5-20.05, provided the prior collective agreements permitted such use.

Accumulation of service for the pension plan

For the purposes of eligibility for retirement, a professor shall be credited with the amount of service to which he/she would have been entitled were he/she not participating in the program. The same shall apply for the purposes of calculating the pension or death benefit.

Contributions to the pension plan

During the program, the professor shall contribute to the pension plan on the basis of the progressive eligible salary as if he/she were not participating in the program.

Basic insurance and life insurance

During the program, the College shall continue contributing to the health insurance plan as if the professor were not participating in the program. The professor shall pay his/her portion of the contribution. During the program, the professor shall contribute to the basic insurance plan. The basic life insurance plan shall be the plan to which the professor was contributing before the beginning of the program.

Disability

When a professor becomes disabled during the program, he/she shall be exempted from contributions to the pension plan.

During the period of disability, the professor shall receive a salary insurance benefit based on the salary established in the first (1<sup>st</sup>) paragraph of this clause until the effective date of retirement.

Availability

When the professor is placed on availability, he/she shall continue to benefit from the gradual retirement program. As long as he/she is not relocated to an available position, he/she shall receive the salary provided for in the first (1<sup>st</sup>) paragraph of this clause.

The professor's contributions to the pension plan shall be those provided for by law for employees on availability.

**5-20.07 Termination of agreement**

In the event of the retirement, resignation, dismissal or death of the professor, the program shall terminate on the date of the event.

Similarly, the program shall terminate on the date a professor placed on availability is relocated. However, the program may be transferred under the same conditions to the new employer, if the employer so agrees.

In such cases, the service credited for purposes of the pension plan during the program shall be maintained; if applicable, unpaid contributions to the pension plan, accumulated with interest, shall remain in the professor's file. The same shall apply when the professor and the College jointly decide to terminate the program or when the professor ceases to participate in the program more than one (1) year after the date set for the beginning of the program; in the latter case, the date the professor ceases to participate in the program shall coincide with the end of a semester.

**5-20.08**

Subject to the provisions of this article, a professor who takes advantage of the gradual retirement program shall be governed by the provisions of the collective agreement applicable to part-time professors.

**Article 5-21.00 – Civil Liability**

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

**5-21.01**

The College shall provide legal defence for any professor whose civil liability might be at issue through the performance of his/her duties, and agrees to make no claim against the professor in this regard.

**5-21.02**

Once the legal responsibility of the College has been established, the College shall indemnify any professor for the total or partial loss, theft or destruction of personal belongings which by their nature are normally brought to the College or used therein, unless the professor has shown gross negligence. In the event that such loss, theft or destruction is already covered by an insurance policy held by the professor, the compensation paid shall be equal to the loss actually incurred by the professor.

**5-21.03**

Subject to the policies concerning the use of equipment determined by the College, and unless the professor has displayed gross negligence, the College may not demand reimbursement for theft, damage or destruction of property borrowed from it by the professor for professional purposes.

## **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 determined in accordance with article 6-4.00 and Appendix VI-1 and by years of schooling and experience as defined in articles 6-2.00 and 6-3.00. This salary shall include paid vacations. Also, one (1) step shall correspond to one (1) year of experience.

#### **6-1.02**

A part-time professor shall be remunerated in accordance with his/her schooling and experience in terms of full-time equivalences and calculated in accordance with clause 8-4.08.

A part-time professor with a teaching load of less than one (1) semester's duration shall be remunerated in accordance with his/her schooling and experience and in accordance with his/her full-time equivalent as established in compliance with clause 8-4.08. However, in this case, the  $Cl_t$  shall be determined as follows:

$$Cl_t = \sum \frac{\text{Individual workload (Cl) assumed for each workweek}}{15}$$

A part-time professor hired full-time for one (1) semester shall be paid half (1/2) an annual salary.

#### **6-1.03**

A professor who is paid an hourly rate for teaching duties (hourly paid professor, supplementary course, additional workload, temporary substitution) shall receive, for each course hour, the hourly rate provided for in article 6-5.00 and in Appendix VI-1. The hourly rate shall include vacation pay.

A professor who is remunerated on an hourly basis for an internship supervision for which no  $Ne_{jk}$  exists, when Appendix VIII-1 does not apply, shall be remunerated for the hours required by the supervision curriculum, a copy of which shall be sent to the Union. The supervision curriculum shall be first submitted to the department or the program committee, as the case may be.

#### **6-1.04**

Subject to article 6-3.00, a professor may not be paid a salary based on a category (schooling) other than that corresponding to the official certificate of education.

#### **6-1.05**

Reclassification of professors shall be done once a year. If applicable, the salary readjustment resulting from reclassification shall take effect retroactively at the beginning of the fourteenth (14<sup>th</sup>) pay period of the current contract year:

1. if the professor had completed the necessary studies at the end of the thirteenth (13<sup>th</sup>) pay period of said contract year, for a new evaluation of his/her years of schooling;



2. if he/she forwarded the documents required under clause 6-3.01 before March 31 of said contract year, or later if he/she was not responsible for the delay.

**6-1.06**

Each day worked by a professor at the College's request during a statutory holiday covered by article 5-9.00 and during his/her annual vacation shall be remunerated at the rate of 1/260 of his/her annual salary. However, a professor shall never be paid for less than half (1/2) a day.

## **Article 6-2.00 - Calculation of Work Experience**

### **6-2.01**

For the purposes of applying the collective agreement, from the moment it comes into effect, the following shall constitute one (1) year of work experience:

- a) one (1) year of full-time teaching in an educational institution approved by the competent government 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 period of two (2) years. In all cases, only whole numbers shall be considered. On condition that this experience be relevant to teaching, these years may nevertheless be accumulated on the basis of a minimum of one (1) month of experience, in accordance with the following rules:

12 months:            1 year  
52 weeks:            1 year

However, when continuous work is involved:

10 to 12 months:    1 year  
43 to 52 weeks:     1 year

The duration of work experience shall be calculated by subtracting the dates of the beginning and of the end of employment (years-months-days).

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 No experience of less than one (1) month shall be subject to the application of these rules.

Relevant part-time professional or industrial work experience shall be calculated in accordance with the rules of this paragraph, with the necessary adjustments.

- c) full-time teaching under a yearly contract for at least ninety (90) days, whether or not they are consecutive, during the same contract year;
- d) the time spent teaching as a part-time professor or hourly paid professor may be accumulated to count as one (1) year of experience; 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 shall not begin to accumulate a new year of experience until he/she has completed the equivalent of one hundred and thirty-five (135) days of full-time teaching; the experience thus acquired shall be evaluated in accordance with the following rules:

Teaching experience acquired part-time or as an hourly paid professor:

<u>Level</u>	<u>Days</u>	<u>Hours or Periods</u>
elementary	90	18 x 22 = 396
and secondary	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) the teaching year during which a professor, in spite of one or more periods of disability, has been available to the College under the terms of the collective agreement for at least five (5) months.

A professor benefiting from leave for union activities, a provisional assignment or leave with pay for professional activities or professional development shall be deemed to be teaching, for purposes of evaluating work experience.

A professor on half-time leave shall accumulate half (1/2) a year of work experience for his/her workload at the College, for every year on leave, as well as the relevant work experience under this article.

A professor benefiting from salary protection as provided for in clause 5-4.22 shall accumulate at least half (1/2) a year of work experience per year on salary protection as well as relevant work experience under this article.

Unless otherwise stipulated, a professor benefiting from another type of leave shall accumulate teaching experience corresponding to his/her teaching load at the College and the relevant work experience under this article.

In no case shall a professor accumulate more than one (1) year of work experience during a given contract year.

**6-2.02**

When a part-time professor becomes a full-time professor, his/her part-time hours shall be calculated in accordance with the terms and conditions provided for in clause 6-2.01, paragraph d).

**6-2.03**

Clause 6-2.01 shall not have the effect of reducing the number of years of work experience already recognized for a professor employed by the College on June 30, 2003, in accordance with official rules or scales previously in use at the College. The same shall apply to the years of work experience already approved by the former provincial committee for the classification of college teachers.

**6-2.04**

A professor on availability who has not been relocated shall be considered to be a full-time professor and his/her experience shall be determined in accordance with the provisions of clause 6-2.01.

## **Article 6-3.00 - Evaluation of Years of Schooling**

### **6-3.01**

A professor shall provide the College with all the documents relevant to his/her schooling (diplomas, statements of marks, report cards, certificates, licences, etc.) within thirty (30) days following his/her date of hiring, if he/she is a new professor, or in accordance with clause 6-1.05 in the case of a professor who has been reclassified.

Within thirty (30) days of receiving his/her Master's degree, the College shall notify the new professor in writing of the recognition of his/her Master's degree for the purposes of remuneration, and send a copy of such notice to the Union.

At any time, a professor who obtains a Master's degree shall send it to the College. Within thirty (30) days of receiving it, the College shall notify the professor in writing of its decision regarding the recognition of his/her Master's degree for the purposes of remuneration, and send a copy of such notice to the Union.

In accordance with the provisions of Appendix VI-1, a Master's degree shall be recognized<sup>1</sup> for the purposes of remuneration if it is acquired in the subject taught or in a related subject relevant to the teaching of the subject indicated in the professor's contract.

### **6-3.02**

In the case of a new professor, the College shall proceed with a provisional evaluation of the professor's schooling. Six (6) months at the latest after receiving from the professor the documents mentioned in clause 6-3.01, the College shall issue an official certification of his/her schooling based on the Minister's guide (Manuel d'évaluation de la scolarité). Moreover, the College shall provide all references indicated in the guide for each document related to his/her schooling.

Notwithstanding the preceding paragraph, if the certificate is issued on the basis of incomplete documents, the College shall re-evaluate the schooling at the professor's request on condition that the professor cannot be held responsible for the delays in producing the documents.

Should a professor's situation not be covered in the guide, the College shall send the complete file to the Ministère. The Minister shall then modify the guide accordingly. The modifications shall be sent to each college. The College shall then issue the official certificate of the professor's schooling.

### **6-3.03**

A professor who has already received official certification of his/her schooling and who is of the opinion that he/she has a right to a full additional year of schooling in accordance with the Minister's guide may ask the College to modify his/her level of schooling and salary accordingly.

If the College decides that, in accordance with the guide, the professor can obtain a full additional year of schooling, it shall issue a new official certification of the professor's schooling and make the necessary adjustment to his/her salary.

---

1 Master's degrees are recognized in accordance with the criteria of the Québec education system as set out in the Minister's "Manuel d'évaluation de la scolarité".

**6-3.04**

The College shall not, in any case whatsoever, lower a provisional classification.

**6-3.05**

The official certification of schooling shall be sent to the professor, and a copy to the Union. The above document shall make reference to all documents furnished by the professor supporting his/her request for certification, whether relevant or not. The official certification of schooling shall, if applicable, mention the recognition of the Master's degree for purposes of remuneration.

The College cannot credit a professor with less schooling than that given in the official schooling certification.

**6-3.06**

If the official certification of schooling credits the professor with more schooling than does the provisional classification the professor's salary shall be adjusted retroactively in accordance with the provisions of clause 6-1.05, or as of the date the professor was hired.

In the event that the College pays a professor a retroactive sum of money because of the provisions of this article, interest shall be calculated in accordance with the provisions of clause 9-2.18, except that this interest shall be calculated starting from the fifth (5<sup>th</sup>) month following the transmission of all documents by the professor, in accordance with the College's instructions.

If the official certification of schooling credits the professor with less schooling than does the provisional classification, the professor's salary shall be adjusted as of the date on which the professor received said certification.

**6-3.07**

Within thirty (30) days after this collective agreement comes into effect, the FEC (CSQ) shall appoint one (1) accredited representative to 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 effective date the collective agreement.

**6-3.08**

The accredited representative shall inform the Minister of his/her opinion on new rulings to be added to the "Manuel d'évaluation de la scolarité" within thirty (30) days. However, the time limit of thirty (30) days shall not apply to the months of July and August.

**6-3.09**

A professor who believes that his/her schooling should be evaluated higher than in the official certificate may file a complaint with the Comité national de rencontre (CNR) provided for in clause 2-2.05 within sixty (60) days of receiving the certificate. The Union may also file such a complaint on the same conditions. However, the time limit of sixty (60) days shall not apply to the months of July and August.

A professor who contests the College's decision regarding the recognition of his/her Master's degree shall file a written complaint with the CNR and send a copy of such complaint to the Union.

### **6-3.10**

A unanimous decision of the CNR shall be forwarded to the professor, the College and the Union concerned. In such a case, the College shall transmit, if applicable, a new official schooling certification, in conformity with the CNR's decision.

If the CNR's decision is not unanimous:

- the complaint shall be sent to the review committee provided for in clause 6-3.11;
- a complaint concerning the recognition of the Master's degree shall be sent to an arbitrator appointed by the provincial parties. The arbitrator's decision shall be final and binding on the parties. The College shall issue, if applicable, a new certification of schooling. The decision shall take effect on the date the Master's degree was submitted, or on the date of hiring in the case of a new professor.

### **6-3.11**

The review committee shall have the following members:

- one (1) president appointed for the education sector;
- one (1) representative of the employer provincial party;
- one (1) representative of the FEC (CSQ).

Decisions of the review committee require a majority vote.

### **6-3.12**

The member representing FEC (CSQ) may file a complaint with the review committee or make suggestions with regard to the rules of evaluation contained in the "Manuel d'évaluation de la scolarité".

A unanimous recommendation from the committee pertaining to a rule of evaluation shall result in a corresponding modification of the "Manuel d'évaluation de la scolarité".

### **6-3.13**

When the committee rules that a case submitted to it has been provided for in the guide, it shall recommend an evaluation of the professor's schooling based on the guide; this decision shall not be subject to appeal, and shall be binding on the professor, the Union and the College. The College shall then issue a new certificate in accordance with the review committee's recommendation.

When the committee finds that the case is not provided for in the guide, it shall inform the Minister.

If the committee finds that a request for revision might be the object of an evaluation of "special qualifications" or of a "special decision" under a given rule of evaluation contained in the "Manuel d'évaluation de la scolarité", it may send a recommendation to the College along with its decision. Such recommendation shall not constitute a decision in the sense of the first (1<sup>st</sup>) paragraph of this

clause and shall not be binding on the Union, the College and the professor unless it is accepted by the College.

If, following the committee's recommendation, the College's decision results in a change in the professor's evaluation of schooling in terms of complete years of schooling, the College shall issue a new official certificate of schooling to the professor. In the event that the College's decision in accordance with the committee's recommendation does not result in a change in the professor's evaluation of schooling in terms of complete years of schooling, the College shall notify the professor in writing.

**6-3.14**

The fees and expenses of the president and the secretarial costs 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 those who appointed him/her.

**6-3.15**

The College may not lower a classification already assented to by one of the former provincial classification committees. Moreover, any certificate issued by the temporary classification committee (CTC, December 1973 agreement) shall be deemed to be a classification by a former provincial classification committee (CPC).

Also, an official certification issued by a College within the framework of an experiment on the decentralization of schooling evaluation provided for in the 1995-1998 collective agreement shall be considered to be a classification by a former provincial classification committee (CPC).

**6-3.16**

A request for the evaluation of additional schooling may not result in a reduction in the number of years of schooling already acknowledged prior to this request.

**6-3.17**

When schooling is the determining criterion for the purposes of job security, the classification certificate issued by a former provincial classification committee, the Bureau de reconnaissance des institutions et des études (BRIE), the Service des relations du travail (SRT) or the temporary classification committee shall prevail over the official certification of schooling.

**6-3.18**

A professor holding a certificate issued with or without reservations by the BRIE or the SRT shall be considered to have received certification from a former provincial classification committee and shall benefit from the same rights.

**6-3.19**

When the rules for evaluating schooling are modified (they may only have the effect of an upward adjustment), a professor who is covered by this modification shall have his/her official certification of schooling corrected and his/her salary readjusted retroactively in accordance with the conditions determined in clause 10-1.18 of the decree replacing the collective agreement (1972).



In calculating this retroactivity, the College shall take into account any sum of money that has already been paid whether as an advance or as a lump sum payment under the terms of article 3 of the classification agreement (December 1973) for the corresponding periods.

## **Article 6-4.00 - Salary Scales for Full-time or Part-time Professors**

### **6-4.01 Salary Scales**

The salary scales applicable to full-time and part-time professors and the terms and conditions for their application appear in Table A of Appendix VI-1.

### **6-4.02 From the effective date of the collective agreement to August 14, 2006**

As of the effective date of the collective agreement and until August 14, 2006, the salary scale in effect shall be the one appearing in Table A of Appendix VI-1.

### **6-4.03 Period from August 15, 2006, to July 19, 2007**

Each salary scale in effect on August 14, 2006, shall be increased, effective August 15, 2006, by a percentage equal to two per cent (2%).

### **6-4.04 Period from July 20, 2007, to June 23, 2008**

Each salary scale in effect on July 19, 2007, shall be increased, effective July 20, 2007, by a percentage equal to two per cent (2%).

### **6-4.05 Period from June 24, 2008, to May 31, 2009**

Each salary scale in effect on June 23, 2008, shall be increased, effective June 24, 2008, by a percentage equal to two per cent (2%).

### **6-4.06 Period beginning June 1, 2009**

Each salary scale in effect on May 31, 2009, shall be increased, effective June 1, 2009, by a percentage equal to two per cent (2%).

### **6-4.07 Off-scale professors**

A full-time or part-time professor whose salary, on the day preceding the date of the upward adjustment of salary scales, is higher than the maximum on the salary scale in effect for his/her schooling and work experience, shall benefit, on the date of the upward adjustment of the salary scale, from a minimum increase equal to half (1/2) of the percentage applicable to the maximum on the salary scale in effect for his/her schooling and work experience.

If the minimum increase defined in the preceding paragraph results in situating an off-scale professor, on the first (1<sup>st</sup>) day of a period, in a salary less than the maximum on the salary scale in effect for his/her schooling and work experience, this minimum increase shall be made equal to the amount necessary for him/her to obtain the maximum on the salary scale.

The difference between, on the one hand, the percentage increase of the maximum echelon of the salary scale in effect for the professor's schooling and work experience and, on the other hand, the minimum increase as established in accordance with the preceding paragraphs shall be paid to him/her by means of a lump sum payment calculated on the basis of his/her salary on the last day of the preceding period.

The lump sum payment to be paid shall be determined in proportion to the professor's full-time equivalent workload on the basis of which he/she is remunerated.

The lump sum payment as determined above shall be spread over each pay period.

**6-4.08 Special provisions**

The dates on which the increases in the salary rates and scales are taken into account for the purposes of the pension plans shall be those 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 rates for hourly paid professors shall be those appearing in Table B of Appendix VI-1.

**6-5.02 Increases in Hourly Rates**

The rates for hourly paid professors shall be increased, applicable on the dates given in Table B of Appendix VI-1 and in the way as provided for in clauses 6-4.02 to 6-4.06, with the necessary adjustments.

**6-5.03 Special provisions**

The dates on which the modifications to the salary rates and scales are taken into account for the purposes of the pension plans shall be those provided for in clause 6-5.02.

## **Article 6-6.00 - Payment of Salary**

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

### **6-6.01**

Subject to clause 3-4.02 and the provisions of various plans (tax, 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. The salary of a part-time professor or hourly paid professor shall be payable every second (2<sup>nd</sup>) Thursday for the duration of his/her individual contract.

Should there be an interruption in the continuous payment of salary once every two (2) weeks, because of the lack of concordance between the civil calendar and the obligation of spreading the salary over twenty-six (26) equal payments, the parties shall meet to find ways of rectifying such interruptions.

### **6-6.02**

In the event that payday should fall on a statutory holiday, the College shall pay its professors on the working day preceding this statutory holiday.

### **6-6.03**

In the event of an error on the pay, the College shall correct this error on the following payday. An explanatory note shall be included with the paycheque giving reasons for the error and the particular way in which it was corrected.

### **6-6.04**

The paycheque shall include at least the following information:

- a) the professor's surname and given name;
- b) the pay period and date;
- c) the regular gross salary;
- d) any additional remuneration;
- e) premiums;
- f) details of deductions;
- g) net pay;
- h) cumulative earnings and deductions if possible;
- i) deductions for complementary insurance plans, if applicable.

**6-6.05**

Union check-off must appear on Revenue Canada's T-4 form and on the Relevé 1 form of the Ministère du Revenu du Québec.

**6-6.06**

On September 30, the College shall provide each professor with a statement of his/her sick leave bank as of the preceding September 1.

### **Article 6-7.00 - Travel Expenses**

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

#### **6-7.01**

In accordance with the schedule in effect at the College, the College shall defray travelling costs between the College's campuses or buildings within the same city or municipality, where the professor is normally required to teach at both places during the same day.

#### **6-7.02**

In accordance with the schedule in effect at the College, the College shall also reimburse travel, accommodation and meal costs of a professor who has to commute between the College's campuses or buildings that are not located in the same city or municipality. The same shall apply to a professor who is required to teach in a locality other than that in which he/she does the majority of his/her teaching.

#### **6-7.03**

The College shall reimburse the expenses of professors for participating in provincial committees formed by the Direction générale de l'enseignement collégial or instituted under the terms of this collective agreement, upon presentation of an appropriate statement of accounts, in accordance with the schedule in effect at the College.

#### **6-7.04**

For the purposes of this article, the areas in which fieldwork is carried out shall be considered campuses or buildings of the College.

## **CHAPTER 7-0.00 - PROFESSIONAL DEVELOPMENT**

### **Article 7-1.00 - General Provisions**

#### **7-1.01**

The College shall have the sum of one hundred and ninety-five dollars (\$195) at its disposal annually, for every full-time professor or the equivalent as provided for in clause 8-4.02.

#### **7-1.02**

The employer provincial party shall establish a provincial professional development fund, the amount of which shall be determined by multiplying forty-five dollars (\$45) by the number of full-time professors or equivalent allocated for the preceding year under the terms of clause 8-4.02 to those colleges whose local unions are affiliated with FEC (CSQ).

This fund shall be used for the professional development of professors in colleges remote from the university centres of Montreal, Quebec City and Sherbrooke.

Within sixty (60) days following the signing of the collective agreement, the provincial parties shall form a committee for the purpose of drafting the list of colleges benefiting from this fund and to establish the apportionment of the allocated sums among these colleges.

#### **7-1.03**

Any salary reimbursement demanded of a professor who has benefited from a leave with pay for professional development shall be added to the professional development fund for the following teaching year.

#### **7-1.04**

The funds not allocated in any given year because of disagreement between the representatives of the parties on the professional development committee shall be transferred to the professional development budget for the following teaching year.

#### **7-1.05**

The representatives of the parties on the professional development committee may reach an agreement in order to transfer the professional development budget in whole or in part, to the following teaching year.

#### **7-1.06**

Each year, the professional development committee provided for in the collective agreement shall dispose of the professional development budget for the current year and, if applicable, the professional development budget transferred under the terms of clauses 7-1.03, 7-1.04 and 7-1.05.

#### **7-1.07**

The sums of money provided for under this article shall not be used for retraining purposes as provided for in article 5-4.00.



**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

**7-1.08**

Within the limits of its resources, the College shall provide all professors with real possibilities for professional development through activities, study or projects useful to teaching.

**7-1.09**

The courses offered by the College shall be free of charge for the College's professors. However, the College shall not be required to organize courses or hire supplementary teaching personnel.

**7-1.10**

Upon request made no later than sixty (60) days prior to the beginning of a semester, the College shall try to arrange the 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 the professor's workload.

**7-1.11**

The College shall respect all engagements made prior to the date on which this collective agreement came into effect by allowing professors in its employ to complete professional development activities already in progress.

The above activities shall be financed with money provided for under the terms of this article.

## **Article 7-2.00 - Leave with pay for Professional Development**

### **7-2.01**

The professor on leave with pay for professional development shall be considered to be in the College's employ with all rights and benefits provided for in this agreement.

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

### **7-2.02**

A full-time professor shall be eligible for leave with pay for professional development.

### **7-2.03**

A professor who benefits from leave with full salary agrees 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 reimburse upon his/her departure, one third (1/3) of his/her salary for each year in which he/she does not honour his/her commitment.

In the case of leave with partial salary, the professor agrees to remain in the service of the College from which he/she obtained the leave for a period of two (2) years, or to reimburse upon his/her departure, half (1/2) of the partial salary received for each year in which he/she does not honour his/her commitment.

In cases where the leave for professional development is for two (2) consecutive years on full-time and on full-salary, 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) for each year in which this commitment is not honoured.

### **7-2.04**

On the condition that the documents required are produced within the required time limits, the bursaries or any other form of financial aid granted shall be paid to the beneficiaries as follows, unless otherwise agreed upon with the professional development committee:

- a) Amounts of five hundred dollars (\$500) or less shall be paid in equal monthly instalments based on the duration of the professional development for which the aid is being granted. The first (1<sup>st</sup>) instalment shall be paid at the beginning of leave for professional development and the others at the beginning of each month.
- b) Amounts in excess of five hundred dollars (\$500) shall be paid as follows: thirty per cent (30%) of the total amount at the beginning of the leave; the rest in equal monthly instalments based on the duration of the professional development for which the aid is being granted. The payments shall be made on the first day of each month.

In the case of leave with pay, the salary itself shall not be subject to the provisions of this clause and, unless otherwise agreed with the College, it shall be paid as prescribed in this collective agreement for regular salary.

**7-2.05**

Each professor currently benefiting from leave with pay for full-time professional development shall continue to do so. His/her obligations shall remain those required at the time he/she obtained his/her leave, unless this chapter provides for more advantageous conditions.

**7-2.06**

In the case of total or partial, permanent or temporary disability, the College and the professor shall agree on different terms and conditions for reimbursement or release from debt. These terms and conditions shall be brought to the attention of the Union, under the terms of article 4-3.00 and, failing agreement, the parties may avail themselves of the grievance procedure on the basis of equity.

**7-2.07**

In the case of death or total permanent disability, the obligation to reimburse shall be waived.

**7-2.08**

A professor on leave with pay for professional development under the terms of this article shall be considered to be in the College's employ with all his/her rights, obligations and privileges while on leave, subject to clauses 5-2.02 and 5-2.09.

## **Article 7-3.00 - Leave Without Pay for Professional Development**

### **7-3.01**

A professor on leave without pay for professional development shall be considered to be in the College's employ. He/she shall continue to participate in the basic health insurance plan by paying all premiums. However, to continue to benefit from the advantages of other types of group insurance and other benefits originating from group plans, including the pension plan, the professor shall assume the total cost provided that this is also in accordance with the conditions of the master policies and the pension plans.

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

### **7-3.02**

After giving adequate notice to the College, a professor may take leave without pay for professional development.

The conditions for the departure and return of the professor who has obtained leave without pay shall be agreed upon between the College and the professor concerned, in accordance with the provisions of this agreement.

### **7-3.03**

The normal duration of leave without pay for professional development shall be at least one (1) semester and at most two (2) years, or the equivalent.

### **7-3.04**

After reaching an agreement with the College, a professor benefiting from part-time leave without pay for professional development may be paid under different conditions from those provided for in article 6-6.00.

**Article 7-4.00 - Professional Development Committee**

The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.

**7-4.01**

The professional development committee shall be a standing committee on which both parties are represented. Within thirty (30) working days following the date on which this collective agreement comes into effect and each year thereafter, each party shall inform the other of the persons representing them for the purposes of this article.

**7-4.02**

The responsibilities of the professional development committee shall be:

- a) to establish the professional development priorities for the College's professors in conformity with article 2-4.00 concerning affirmative action employment programs, if applicable;
- b) to define professional development programs. For the purposes of this paragraph, programs may include industrial fieldwork and courses offered by a body other than an educational institution;
- c) to determine the use and apportionment of the amounts provided for in article 7-1.00 for assignment to one or the other of the professional development programs, as well as the terms and conditions for the payment of amounts allocated to the professors;
- d) to establish eligibility criteria;
- e) to receive professors' applications for professional development and to choose among the candidates, taking the department's recommendations into consideration.

**7-4.03**

An agreement between the parties shall be binding on the College, the Union and the professors.

**7-4.04**

The Committee shall function autonomously.

**Article 7-5.00 - Reintegration**

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

**7-5.01**

A professor on leave for professional development shall inform the College in writing of the date he/she intends to resume work before March 15 if his/her return is to coincide with the beginning of the fall semester and before 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.

**7-5.02**

A professor who has benefited from such leave shall present official written certification of the studies completed, if applicable, when he/she returns to his/her teaching duties.

## **CHAPTER 8-0.00 - THE TEACHING LOAD AND ITS DISTRIBUTION**

### **Article 8-1.00 - General Provisions**

**The provisions of this article, with the exception of clauses 8-1.01 and 8-1.04, may be modified by local arrangement between the parties. (R.S.Q., c. R-8.2, s. 70).**

#### **8-1.01**

In no case whatsoever shall a professor be required to do or have his/her students do production, construction, moving or maintenance, inventory, installation or service work. Only production work directly related to the program of study and to its stated goals may be done, and only during working hours. A professor shall not do or have his/her students do any work of the same nature for his/her personal ends on the work premises without written authorization from the College.

#### **8-1.02**

A student's marks shall be reviewed at the College's request or following a request made to the College by a student.

Only the professor concerned or the review committee provided for in the collective agreement may modify a student's marks.

#### **8-1.03**

The course workbook or course notes, including those in audiovisual or electronic format, of which the professor is the author, shall not be used without his/her consent.

The course plan may not be used by the College without the professor's consent. The professor cannot refuse such consent without a valid reason.

#### **8-1.04**

Insofar 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 is unable to provide an office shall receive, upon request, the forms prescribed by the government for maintaining a home office.

#### **8-1.05**

The College shall submit to the Union a draft of the academic calendar ten (10) days before its study by the parties in accordance with the procedures provided for in the collective agreement.

## **Article 8-2.00 - Vacation**

### **8-2.01**

A professor shall be entitled to a paid vacation period in accordance with the following terms and conditions:

- a) a full-time professor shall be entitled to two (2) months of paid vacation if he/she has been available for ten (10) months under the terms of the collective agreement;
- b) a part-time professor shall be entitled to a portion of the two (2) months of paid vacation, in proportion to his/her full-time equivalent, calculated in accordance with clause 8-4.08;
- c) a full-time or part-time professor who has not been available in accordance with the terms of his/her contract shall only be entitled to part of the paid vacation defined in paragraph a) or b), as the case may be, in proportion to his/her availability.

### **8-2.02**

For the purposes of clause 8-2.01, the leave provided for in article 5-6.00, in accordance with the terms and conditions specified therein, the periods covered by salary insurance for a total duration not exceeding three (3) months, and any leave with pay shall be considered time served by the professor receiving these benefits.

When the total period covered by a professor's salary insurance exceeds three (3) months, remuneration for the professor's vacation shall be established as follows: one fifth (1/5) of the regular salary earned and one fifth (1/5) of the salary insurance and disability benefits paid to the professor during the teaching year by an agency other than the College, under the terms of a federal or provincial law.

### **8-2.03**

A full-time or part-time professor who leaves the College's employ prior to the end of his/her contract shall receive, as vacation pay, one fifth (1/5) of the total salary earned between the date of the beginning of his/her last contract and the effective date of his/her departure.



### **Terms and Conditions for Taking Vacation**

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

#### **8-2.04**

Generally speaking, between June 15 and September 1, with the exclusion of June 24 (Fête nationale), a regular professor shall be entitled to a paid vacation period.

However, when the pedagogical objectives of a particular course, option or program are of such a nature that a regular professor must teach during the period between June 15 and September 1, the College, after consulting with the Union in accordance with article 4-3.00, may provide for paid vacations at another time during the contract year.

## **Article 8-3.00 - Teaching Load**

### **8-3.01**

#### **a) Section 1**

The teaching load includes, in particular, the following activities:

- preparation of the course outline;
- preparation of classes, labs and fieldwork;
- teaching of classes, labs and fieldwork;
- adaptation;
- support and supervision of students;
- preparation, invigilation and correction of examinations;
- revision of corrections at the students' request;
- participation in pedagogical days organized by the College;
- participation in departmental meetings and required activities;
- special support and supervision activities included in the individual teaching load by way of the CL, and compatible with those subjects listed in the professor's contract and with his/her experience.

#### **b) Section 2**

For some professors, the teaching load also includes the following activities:

- departmental coordination;
- program committee coordination;
- participation in program committee meetings to which the professor has been appointed by his/her department<sup>1</sup>;

and also, with the professor's agreement:

- participation at the local level in program development, implementation or evaluation;
- professional development activities;
- retraining;
- internships or activities in the field related to his/her subject;
- research and pedagogical innovation activities;
- activities in technology transfer centres;
- participation in institutional development related to the regular teaching program;
- special support and supervision activities that are compatible with those subjects listed in the professor's contract and with his/her experience.

---

1 When a professor has been appointed as a participant in more than one program committee, he/she shall not be required to attend all meetings.

### **8-3.02**

With respect to the recognition of time worked, without limiting the scope articles 4-1.00, 8-3.00, 8-5.00 and 8-8.00, and without increasing the workload of CEGEP professors, the provincial parties agree that recognized time work shall also include collaborative school life activities inherent in the programs, as well as pedagogical activities mentioned in paragraph d) of this clause.

- a) In the 32.5 hours a week of availability specified in article 8-8.00 of the collective agreement, each full-time professor shall devote one hundred and seventy-three (173) hours every teaching year to pedagogical activities and collaborative school life activities inherent in the program.
- b) Of the hours provided for in the preceding paragraph, each professor shall devote eighty per cent (80%) to the pedagogical activities mentioned in this clause, unless the professor and the College agree otherwise. The other hours shall be devoted to collaborative school life activities inherent in the program.
- c) Each part-time professor on leave or on leave for disability shall devote to the activities mentioned in paragraph a) of this clause a number of hours per teaching year in proportion to his/her FTE. Professors on leave for union activities shall be excluded from this obligation, in proportion to the FTE of his/her leave. A professor on availability shall devote, each teaching year, a minimum of eighty per cent (80%) of the hours provided for in paragraph a) of this clause to such activities.
- d) The pedagogical activities covered by this clause include:
  - support and supervision activities;
  - pedagogical activities (not limited to courses);
  - aid to other professors;
  - information and promotional activities related to the development of the College;
  - other activities related to the improvement of the success rate, after agreement with the department and the College.
- e) Based on the College's priorities and taking into account its strategic plan, the department, in accordance with the terms and conditions set out in article 4-1.00 and without limiting the scope of clause 8-3.01, shall identify, evaluate and assign the pedagogical activities involved in a project. This assignment shall take into account the choices, competencies and interests of professors and shall be submitted to the College for approval.

The College's priorities shall be such that they allow for the implementation of more than one (1) type of activity mentioned in paragraph d) of this clause.

In exceptional circumstances, the department and the College may agree to assign other pedagogical activities which, while they are not among the College's priorities, meet a specific need.

- f) In his/her first (1<sup>st</sup>) two (2) semesters teaching at the College, a professor shall have recognized the time required for integration and participation in pedagogical activities for the purposes of paragraph d) of this clause.
- g) Before the beginning of each regular semester, the College shall notify the professor in writing of the pedagogical activities to which he/she has been assigned.

When a professor is hired after the beginning of the semester, the pedagogical activities shall begin on the date they are assigned by the College.

- h) The number of hours devoted to a pedagogical activity shall include the time devoted to preparation, the activity itself and follow-up.
- i) Each professor shall produce a qualitative report of the pedagogical activities assigned to him/her by the College, in accordance with the terms and conditions set by the College, in order to evaluate their impact and make recommendations. This report shall be attached to and be an integral part of the annual departmental report provided for in clauses 4-4.13 and 4-4.14.
- j) After agreement between the department and the College, and at his/her request, a professor may be assigned to other pedagogical activities than those originally assigned.

### **8-3.03**

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 in accordance with the technical regulations issued by the College;
- c) hand in a final mark for each course no later than five (5) working days after the end of each of the semesters in the school calendar.

### **Faculty Meetings**

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

### **8-3.04**

Insofar as possible, the timetable shall allow for consecutive periods without classes to facilitate faculty meetings.

## **Article 8-4.00 - Number of Regular Professors**

### **8-4.01**

Not later than March 31 of a teaching year, the Ministère shall send to each College or campus the financial procedures used to determine the total number of full-time professors or the equivalent to which it is entitled during the following teaching year.

At the same time, the Ministère shall send the FEC (CSQ) and each union the financial procedures used for the following teaching year.

### **8-4.02**

The financial procedures used by the Ministère shall determine the value of three (3) numbers:

- the resources allocated for all activities mentioned in Section 1 of clause 8-3.01;
- the resources allocated for all activities mentioned in Section 2 of clause 8-3.01;
- the resources allocated for the purposes of clause 8-4.05.

### **8-4.03**

The number of full-time regular professors or the equivalent allocated by the Ministère for the teaching duties listed in Section 1 to any given College or campus for a teaching year shall include:

- the number given in column A of Appendix VIII-2;
- and
- the number obtained by applying the other appropriate financing provisions to the number of students enrolled in each course or program, as the case may be, taught at the College or campus in the regular teaching program.

The number allocated for the activities listed in Section 1 shall include a number of full-time professors or the equivalent who, after an agreement is reached between the parties, may be assigned to internal union duties. The number of professors shall then be adjusted in accordance with clause 8-4.10.

Once an agreement is reached between the parties, a number of full-time professors or the equivalent allocated to a College by virtue of this clause may be assigned to activities listed in clause 8-3.01 b).

### **8-4.04**

- a) The minimum number of regular full-time professors or the equivalent allocated by the Ministère for section 2 to a given college or campus for a teaching year shall be determined by applying the provisions of the following paragraphs and by adding to it the number provided for in column B of Appendix VIII-2. The number of professors shall then be adjusted in accordance with clause 8-4.10.

Each college or campus shall be allocated annually one (1) full-time professor or the equivalent for every nineteen (19) full-time professors or the equivalent allocated by virtue of clause 8-4.03.

However, colleges or campuses to which fewer than five (5) full-time professors or the equivalent have been allocated in accordance with the preceding paragraph shall receive an allocation of a minimum of five (5) full-time professors or the equivalent.

This minimum shall not apply to the following teaching units or to colleges or teaching units created after the signing of this collective agreement.

<u>Colleges</u>	<u>Teaching Units</u>
Matane	Centre matapédien d'études collégiales
Victoriaville	École nationale du meuble et de l'ébénisterie, division Montréal

- b) Unless a different agreement is reached between the parties, seventy-five per cent (75%) of the resources established in the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) subparagraphs of paragraph a) shall be set aside for departmental coordination and twenty-five per cent (25%), for program coordination.

#### **8-4.05**

The number of regular full-time professors or the equivalent provided for in column C of Appendix VII-2 shall be allocated to the College for the purpose of implementing its strategic development plan.

These additional teaching resources shall be allocated in particular for the purposes of program activities, professional development in a given subject as well as in teaching methods, improvement of the student success rate, technology transfer, research and professional integration.

One hundred per cent (100%) of these resources shall be used and cannot be applied to overhiring. They cannot be used for activities involving the calculation of the individual teaching load (CI<sub>P</sub> and CI<sub>S</sub>) provided for in Appendix VIII-1.

However, they may serve to create a full-time or part-time teaching load in continuing education.

#### **8-4.06**

After having established its course or program enrolment estimates, as the case may be, for the following teaching year, the College shall prepare a staffing proposal for the apportionment of its teaching personnel indicating the number of professors to be allocated to each subject and it shall give said proposal to the Union no later than May 1. This proposal shall take into account the allocation received by the College under the terms of clauses 8-4.03, 8-4.04 and 8-4.05.

Failing an agreement and after three (3) weeks' delay, the College shall apply the tabled proposal, taking into consideration the fluctuations in course and program enrolment that may occur.

However, this delay shall not invalidate the deadlines and procedures involved when a professor is placed on availability.

**8-4.07**

The number of positions in each subject shall be determined:

by the whole part of the number of professors allocated to the subject by virtue of Section 1, plus the number allocated for departmental coordination and for program committee coordination, if the fractional part of the allocation is less than 0.90;

or

by the next higher whole number of professors allocated to the subject by virtue of Section 1, plus the number allocated for departmental coordination and for program committee coordination, if the fractional part of the allocation is equal to or greater than 0.90. In this case, the difference between the higher whole number and the fractional part of the allocation shall be deducted from the total number of professors allocated under the provisions of clauses 8-4.03 and 8-4.04.

Following agreement between the parties to this effect and in order to reduce as much as possible the number of professors placed on availability as well as for reasons related to difficulties in the recruiting of professors, to the nature of subjects being taught or to local teaching practices, the College may create or maintain a teaching position in a subject by regrouping residual teaching duties from different subjects. The subject of the teaching position so created or maintained shall be specified in the above agreement.

A position cannot be created in a multidisciplinary subject listed in Appendix V-1.

In addition, the resources available to the College under column C of Appendix VIII-2 cannot be counted in the determination of the number of positions.

**8-4.08**

For the purposes of applying this article, part-time professors and hourly paid professors shall be counted in FTE by means of the following formulas:

$$\text{FTE of a part-time professor} = \frac{CI_t}{80}$$

$$\text{FTE of an hourly paid professor} = \frac{\text{The total number of periods stipulated in the contract}}{525}$$

However, the FTE of a part-time professor holding a contract requiring full-time teaching duties for one (1) semester shall be 0.5.

**8-4.09**

Prior to September 30, the College shall meet with the Union in accordance with article 4-3.00 in order to evaluate the impact created by any changes in student enrolment.

The College shall give the Union a statement on the utilization of teaching resources by subject for each of the sections and for column C of Appendix VIII-2 allocated in accordance with this article in November for the fall semester and, at the latest, at the moment the staffing allocation proposal is tabled for the following year for the fall and winter semesters.

#### **8-4.10**

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

- a) If at the end of a teaching year, the College has not hired the total number of professors allocated in accordance with clauses 8-4.03 and 8-4.04, the number of full-time professors or the equivalent not hired shall be added, following the application of clause 8-4.04, to the number of professors allocated under the terms of this article for the following year.

Of this number of full-time professors or the equivalent who were not hired, fifty per cent (50%) shall be added to the number stated in Section 1.

The other fifty per cent (50%) shall be used, at the College's discretion, to add resources to Section 1 or 2 or to make up or complete a bank of teaching resources: this bank shall not be greater than two per cent (2%) of the total allocation made to the College for the given year. However, if for the given year, the total allocation made to the College is less than the total allocation of the preceding year, the two per cent (2%) limit shall apply to the total allocation of the preceding year.

- b) If on the contrary, at the end of a teaching year, the College has hired in excess of the number of professors allocated under the provisions of clauses 8-4.03 and 8-4.04, the number of full-time professors or the equivalent exceeding the limit shall be deducted following application of clause 8-4.04 from the number of professors allocated under the terms of this article for the following year.

This excess number of full-time professors or the equivalent shall first be subtracted from the bank mentioned in this clause and then, if necessary, deducted from the resources of the section that generated the deficit, if possible, or if not, at the College's discretion.

#### **8-4.11**

An advisory committee on teaching workloads shall be created. This committee shall be made up of two (2) professors appointed by the FEC (CSQ), representatives of the Ministère and the Fédération des cégeps, two (2) professors appointed by the FNEEQ (CSN) and two (2) professors appointed by the FAC, if these federations so desire.

The mandate of this advisory committee shall be:

- a) to advise the Ministère on the allocation made to each of the colleges under the terms of this article;
- b) to examine the situation with regard to the application of Item 3 of Letter of Intent No. 9 in the 1995-1998 collective agreement, signed on May 5, 1997, and dealing with the same course offered in both semesters;



- c) to analyze double charging in the payroll and to make recommendations, if applicable, no later than June 15, 2006;
- d) to analyze nursing internship issues and to make recommendations, if applicable, no later than November 1, 2006;
- e) to analyze current college teaching practices, in particular the parameters of the individual teaching load (CI). Work shall begin August 15, 2006, and the committee shall submit all useful recommendations no later than March 1, 2007.

Furthermore, at the request of the provincial parties, this committee shall undertake technical studies on teaching loads and their parameters. In this respect, the provincial parties shall determine for each and every year, the subject matter of these technical studies made and the methods to be used.

This committee shall report all conclusions and the results of its studies to both the provincial employer committee and the provincial union committee.

Committee members shall not be entitled to any remuneration for their services on this committee, but their respective employers shall pay them their salaries for the duration of their leave.

Travel and accommodation expenses of committee members shall be paid by their respective employers, in accordance with regulations set by the provincial parties.

Each committee member shall enjoy all rights and benefits to which he/she is entitled to during a normal teaching year.

The annual leave for professors appointed by the FEC (CSQ) shall be set at one (1) full-time professor or the equivalent.

### **Terms of Agreement for the Apportionment Proposal**

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

#### **8-4.12**

The College shall prepare a proposal for the apportionment of its teaching personnel and shall present said proposal to the Union at a meeting called under the terms of article 4-3.00.

The College and the Union shall then have three (3) weeks to come to an agreement on the apportionment of professors among the different subjects.

**Article 8-5.00 - Calculation of a Professor's Workload**

**8-5.01**

The annual teaching load of a professor shall be expressed in terms of credits per week, and its definition shall be subject to the following restrictions:

- a) 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, in order to meet teaching needs, be divided unevenly between the two (2) semesters, but this unequal distribution may not have the effect of requiring a full-time professor to teach more than fifty-five (55) credits during the same semester, unless the Union and the College agree otherwise;
- c) a professor's teaching load shall be established in accordance with Appendix VIII-1.

During the second (2<sup>nd</sup>) semester, the College shall not require that a professor, without his/her express consent, assume a teaching load that would give him/her a total teaching workload of more than eighty-eight (88) credits;

- d) when a professor's total annual teaching load exceeds eighty-eight (88) credits, this professor shall be remunerated for the excess part of his/her workload (additional workload) in accordance with clause 6-1.03.

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 =  $\frac{CA}{3}$  x 15

where

Additional workload:  $CA = Cl_t - 88$

The full-time equivalence of a professor's additional workload shall be calculated by means of the following ratio:

Number of class periods remunerated as additional workload  
525

**8-5.02**

The workload assigned to a professor on availability but not relocated shall be calculated in accordance with Appendix VIII-1. The same shall apply to the workload of a professor covered by clause 5-4.22.

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

**8-5.03**

Once the number of professors allocated to a department has been determined, this department's teaching load shall be equitably distributed among the professors in this 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.

**8-5.04**

At least forty-five (45) days before the beginning of each regular semester, the College shall inform the professor in writing of the course or courses which he/she will have to teach, except in the case of a professor who has been placed on availability and not relocated elsewhere.

**8-5.05**

At least five (5) working days before the beginning of each semester, the professors' timetables shall be deposited in their respective mailboxes.

**8-5.06**

The information provided for in clauses 8-5.04 and 8-5.05 shall be forwarded to the Union.

**8-5.07**

No later than October 31 for the fall semester and no later than March 1 for the winter semester, the College shall send the details of each professor's workload to the Union. This information for each professor shall include:

- a) the professor's title (full-time, part-time, hourly paid);
- b) the courses assigned to him/her;
- c) the number of sections for each course assigned;
- d) for each course section, the number of students registered on September 20 and on February 15 for the fall and winter semesters, respectively;
- e) the reduction in teaching load and the reasons therefor.

## **Article 8-6.00 - Continuing Education**

### **8-6.01**

Unless otherwise stipulated, the collective agreement shall apply to continuing education professors, subject to the provisions of this article.

### **8-6.02**

The grievance and arbitration procedures provided for in articles 9-1.00, 9-2.00 and 9-3.00 shall apply to continuing education professors for the provisions of the collective agreement which are applicable to them.

### **8-6.03**

If the College assigns teaching duties in continuing education subject to the provisions of Appendix VIII-4, it shall hire professors in the following order of priority:

1. a professor at the College placed on availability, for a teaching load in his/her subject;
2. a professor who held a teaching load in continuing education provided for in Appendix VIII-4, for a teaching load in his/her subject, for each of the three (3) years following the expiry of his/her last contract, provided he/she applies in writing within the deadlines stipulated in the collective agreement;
3. a non-tenured professor with three (3) or more years of seniority, for a teaching load in his/her subject, subject to difficulties of a pedagogical nature, for each of the three (3) years following the expiry of his/her last contract, provided he/she applies in writing within the deadlines stipulated in the collective agreement;
4. a non-tenured professor with less than three (3) years of seniority, who has taught in continuing education in the College, for a teaching load in his/her subject, subject to difficulties of a pedagogical nature, for the year following the expiry of his/her last contract, provided he/she applies in writing within the deadlines stipulated in the collective agreement.

In the event that many professors have equal priority for the same teaching load, in the same subject, the College shall hire the professor with the most seniority for purposes of job security on the final day of the posting and, seniority being equal, the professor with the most experience and, experience being equal, the professor with the most schooling.

The application of the above hiring priorities shall be subject to the application of clause 5-1.13.

The provisions of an equal access to employment program as defined in article 2-4.00 may modify or replace the seniority, experience and schooling criteria in hiring priorities 3 and 4.

Subject to the provisions of clause 5-4.07, paragraph I), the teaching load resulting from the application of one of the above hiring priorities shall be calculated in accordance with the provisions of clause 8-6.05.

The use of one of these hiring priorities shall not require the College to assign to a professor a total teaching load in excess of 0.6875 in the course of a given semester as calculated using the formula defined in clause 8-6.05.

The above hiring priorities shall be subject to the provisions of clauses 5-1.08 and 5-1.09 of the collective agreement.

**8-6.04**

A professor who holds a teaching load in continuing education provided for in Appendix VIII-4 and a professor placed on availability who holds a teaching load resulting from the application of hiring priority 1 provided for in this article may be allowed to replace his/her teaching duties, in part or in whole, with those of another professor teaching in the regular program, subject to the College's approval.

**8-6.05**

The teaching load of a professor placed on availability as a result of applying hiring priority 1, the teaching load of a professor benefiting from the salary protection provided for in clause 5-4.22, for the workload corresponding to his/her salary protection, and that of the non-tenured professor having a teaching load in continuing education provided for in Appendix VIII-4 shall be calculated in accordance with article 8-5.00.

For all other teaching duties in continuing education, professors shall be hired as hourly paid professors in continuing education and shall be paid as such.

The FTE of the teaching load of the professor in question shall be calculated using the following formula:

$$\text{FTE} = \frac{\text{CI}}{80} + \frac{\text{Number of teaching periods in continuing education or in summer courses}}{525}$$

**8-6.06**

Unless the parties agree otherwise, chapter 7-0.00 shall not apply.

**8-6.07**

Continuing education professors shall not be counted for the purposes of calculating the sums provided for in article 7-1.00.

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

**8-6.08**

The following shall not apply:

- a) paragraphs a) and b) of clause 4-3.11;
- b) paragraphs a), b) and c) of clause 4-3.12.

## **Article 8-7.00 - Summer Courses**

### **8-7.01**

Should the College fill a teaching load for summer courses, it shall hire professors in the following order of priority:

1. a professor at the College placed on availability, for a teaching load in his/her subject, when his/her teaching duties end after June 24, provided he/she applies in writing within the deadlines provided for in the collective agreement;
2. a non-tenured professor with hiring priority in the regular teaching program, for a teaching load in his/her subject, subject to difficulties of a pedagogical nature, provided he/she applies in writing in accordance with clause 5-1.11.

In the event that many candidates have equal priority for the same teaching load, in the same subject, the College shall hire the candidate with the most seniority for purposes of job security at the end of the posting period and, seniority being equal, the candidate with the most experience and, experience being equal, the candidate with the most schooling.

The provisions of an equal access to employment program as defined in article 2-4.00 may modify or replace the seniority, experience and schooling criteria in hiring priority 2.

The above hiring priorities shall be subject to the provisions of clause 5-1.13; moreover, subject to the provisions of clause 5-1.04 c), the application of these priorities may not oblige a professor to teach more than one (1) course during the summer semester.

The teaching load of a professor placed on availability as a result of the application of hiring priority 1, the teaching load of a professor covered by the provisions of clause 5-1.04 c), and that of the professor benefiting from the salary protection provided for in clause 5-4.22 shall be calculated in accordance with article 8-5.00.

With the exception of the professors covered by the preceding paragraph, a professor shall be hired and paid as an hourly paid professor.

The above hiring priorities shall be subject to the provisions of clauses 5-1.08 and 5-1.09 of the collective agreement.

## **Article 8-8.00 - Availability**

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

### **8-8.01**

- a) A full-time professor shall be available to the College for six and a half (6 1/2) hours per day, from Monday to Friday. This availability shall be established for a minimum of one (1) semester, between 8:00 a.m. and 11:00 p.m., unless the parties agree otherwise.

A professor on availability cannot be required to be available to the College for a period greater than that equivalent to his/her salary in proportion to the annual salary he/she would receive if he/she had a full teaching load.

- b) A part-time professor shall be available for a time period equivalent to his/her teaching load, in proportion to that of a full-time professor.

Five (5) days at the latest prior to the beginning of the teaching year or the beginning of each semester, the College shall inform the professor of the period in which he/she is to be available to the College in order to carry out teaching duties in accordance with the provisions of subparagraphs 1) and 2) of clause 5-4.22, paragraph C). This period of availability cannot be greater than that equivalent to his/her salary protection. The College and the professor may agree to modify this period of availability. The professor cannot withhold his/her consent without good reason.

### **8-8.02**

- a) When the timetable where fieldwork is being done so requires, the College may establish the professor's availability outside of the regular timetable provided for in clause 8-8.01 a).
- b) When a teaching assignment requires more than six and a half (6 1/2) 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 a half (32 1/2) hours. This period shall be established after agreement between the College and the professor.

### **8-8.03**

Within the framework of this article, the following restrictions shall apply:

- a) a minimum of fourteen (14) hours shall have elapsed between the end of the availability period of one day and the beginning of the next availability period;
- b) the availability period shall be completed within a span of ten (10) hours.

### **8-8.04**

Unless the parties agree otherwise, the professor shall have one and a half (1 1/2) hours, between 11:00 a.m. and 2:30 p.m. for lunch, and between 4:00 p.m. and 7:30 p.m. for supper.

**8-8.05**

A professor shall normally perform his/her duties on College premises. He/she shall be required to be there when the duties of his/her workload so require.

**8-8.06**

A professor who teaches in more than one building or campus of the same college shall be allowed a reasonable amount of time for commuting within his/her weekly period of availability. The expenses incurred for these trips shall be reimbursed to the professor in accordance with the provisions of article 6-7.00.



## **CHAPTER 9-0.00 - GRIEVANCES AND ARBITRATION**

### **Article 9-1.00 - Grievance Procedure**

#### **9-1.01**

The parties shall make an effort to settle grievances on a local level, insofar as possible, and where applicable through meetings between the College and the Union as provided for in the collective agreement.

#### **9-1.02**

The College and the Union shall comply with the procedure provided for in this article in order to arrive at a settlement as quickly as possible.

#### **9-1.03**

A professor, a group of professors or a union who wishes to file a grievance shall submit the grievance to the College in writing within thirty (30) working days after learning of the fact giving rise to the grievance, but no later than six (6) months after the occurrence of that fact. The period of thirty (30) working days shall not begin until the beginning of the second (2<sup>nd</sup>) month of the teaching year or the hiring of a new professor.

In the case of a grievance involving sexual harassment, the deadline shall be six (6) months after the fact giving rise to the grievance.

In the case of a grievance involving psychological harassment, the deadline shall be ninety (90) days after the last incidence of the behaviour in question.

Moreover, the deadlines provided for in this clause shall not apply during the summer vacation period.

As soon as a grievance is submitted to the College, one (1) party may call the other party to a meeting in accordance with the procedures provided for in the collective agreement, for purposes of arriving at a settlement.

#### **9-1.04**

For the purposes of submitting a grievance in writing, the appropriate form (Appendix IX-1) shall be filled out by the professor, the group of professors or the Union, establishing the facts giving rise to the grievance and mentioning the clauses of the collective agreement that may be involved, to the extent that this is possible, and if applicable, the corrective measure required.

#### **9-1.05**

Once the College has been officially informed of the grievance, it shall have ten (10) working days to provide its answer in writing, unless either of the parties has resorted to the fifth (5<sup>th</sup>) paragraph of clause 9-1.03. In the latter case, the deadline for the College's answer shall be ten (10) working days after the meeting of the parties.

**9-1.06**

The formulation of a grievance may be amended subsequent to its submission, on the condition that the amendment does not change the nature of the grievance.

A technical error in the formulation of a grievance, including its presentation in writing otherwise than on the form provided for in this article, shall not affect its validity.

**9-1.07**

The deadlines provided for in this article shall be mandatory and may only be modified by written agreement between the College and the Union.

## **Article 9-2.00 - Arbitration Procedure**

### **9-2.01**

If the Union, the group of professors or the professor is not satisfied with the College's decision after resorting to the grievance procedure and wants to submit the grievance to arbitration, the Union, group of professors or the professor shall give written notice to the chief arbitrator, on the form appearing in Appendix IX-2, within sixty (60) working days after the deadline provided for in clause 9-1.05 has expired.

The date on the registered mail receipt or on the fax transmission report shall constitute sufficient proof in the calculation of the required time limits. The deadline provided for in this clause shall not apply during the summer vacation period. This deadline shall be mandatory and cannot be extended without the written consent of the parties.

### **9-2.02**

The chief arbitrator in the education sector shall ensure the proper functioning of the arbitration boards covered by this agreement, in collaboration with the chief clerk.

The chief clerk shall see to the proper functioning of the records office for the arbitration boards in the education sector.

### **9-2.03**

Upon receiving the arbitration notice as provided for in clause 9-2.01, the records office shall open a file to which it shall give a case number and shall send a copy of the arbitration notice as provided for in clause 9-2.01 along with the case number to the Union, the College, the Fédération des cégeps and the Ministère. Moreover, the records office shall send an acknowledgement of receipt to the professor in question, indicating the case number, if applicable.

### **9-2.04**

The chief arbitrator shall call to a meeting, by means of a written notice at least ten (10) working days in advance, the representatives of the Fédération des cégeps, the FEC (CSQ) and the Ministère in order to:

- a) prepare the monthly arbitration roll and set the time, date and place where the hearings are to be held;
- b) assign an arbitrator chosen from the list appearing in clause 9-2.06;
- c) indicate the type of arbitration.

At this meeting, the representatives of the provincial parties shall submit a list of grievances to be added to the monthly arbitration roll for the following meeting as well as the proposed procedures.

The provincial parties shall mutually guarantee four (4) days of hearings per month, during the months of September through May.

The party that requests a postponement within thirty (30) days of the date set for a hearing shall pay a cancellation fee of four hundred dollars (\$400) to the arbitrator; if the postponement follows a joint request, the fee shall be shared equally by the parties.

**9-2.05**

The records office shall notify the Union, the College and the provincial parties of the time, date and place of the hearing. Moreover, it shall provide the arbitrator with a copy of the grievance and arbitration notices. Within ten (10) working days following receipt of this notice, the provincial parties shall name their assessors, if applicable, and shall so advise the records office.

**9-2.06**

Subject to clause 9-2.08, a grievance submitted to arbitration under the terms of the collective agreement shall be heard by an arbitration board made up of one (1) arbitrator.

However, when drawing up the arbitration roll, one or the other party may request that the grievance be submitted to an arbitration board made up of one (1) arbitrator and two (2) assessors appointed by the provincial parties.

The arbitrator shall be chosen from among the following:

Ménard, Jean-Guy, chief arbitrator	
Beaulieu, Francine	Lussier, Jean-Pierre
Blouin, Rodrigue	Morency, Jean-M.
Boisvert, Marc	Morin, Fernand
Brault, Serge	Nadeau, Denis
Choquette, Robert	Roy, Jean-Guy
Ferland, Gilles	Sexton, Jean
Fortier, François-G.	Tousignant, Lise
Fortin, Pierre-A.	Tremblay, Denis
Frumkin, Harvey	Trudeau, Gilles
Gosselin, Ginette	Villagi, Jean-Pierre
Lavery, Daniel	

The provincial parties agree to review the list of arbitrators no later than May 1, 2006. This deadline may be extended by agreement between the provincial parties.

**9-2.07**

Any vacancy on the arbitration board shall be filled in accordance with the procedure established for the original appointment.

**9-2.08**

Unless the provincial parties agree otherwise, grievances lodged under any of the following headings shall be heard by an arbitration board made up of one (1) arbitrator and two (2) assessors appointed by the provincial parties:

Article 5-4.00 - Job Security;  
Article 8-4.00 - Number of Regular Professors.

Clauses of this article relating to the arbitration board made up of one (1) arbitrator and no assessors shall apply, with the necessary adjustments, to the arbitration board defined in this clause.

The arbitrator can only hear cases in the presence of two (2) assessors, unless one (1) assessor, after having been called to a meeting in writing, does not appear and fails to appear after having been notified in writing at least seven (7) days before a hearing or deliberation.

The assessor's duties shall be to assist the arbitrator and to defend his/her party's position during the hearing and the deliberation.

An assessor shall be qualified to sit on an arbitration board whatever his/her past or present activities, interest in the dispute or position in the Union, the College or elsewhere.

**9-2.09**

The arbitration board shall, as diligently as possible, deal with the grievance. In the exceptional case of written pleadings, the board shall set the mandatory time limit for presentation of said arguments. With the consent of the parties, the board may modify these time limits.

The arbitrator shall ensure the proper respect for the rules and regulations of the records office, in particular those appearing in clause 9-3.04.

**9-2.10**

The arbitration board shall hold its sessions in public and in the College unless the parties agree otherwise. The board, may, however, order a session in camera.

**9-2.11**

The FEC (CSQ), the Fédération des cégeps or the Ministère shall be within its rights to intervene prior to the full presentation of the evidence.

**9-2.12**

The board shall render its decision within ninety (90) days following the date on which the evidence and the arguments are concluded. However, the arbitrator may have the deadline extended by written agreement between the parties. Nevertheless, a decision shall not be nullified by the fact that it is made after this time limit has expired or if the time limit has been extended by agreement between the parties.

With the consent of the provincial parties, failure to render a decision within the time limit mentioned in the preceding paragraph shall provide sufficient reason to assign no further cases to the arbitrator concerned and as long as he/she has not ruled on all his/her cases.

**9-2.13**

At any time before its final decision, an arbitration board may render any interim or interlocutory decision it believes to be fair and useful.

The decision of the arbitration board shall be justified in writing and signed by the arbitrator.

**9-2.14**

The decision of the arbitration board shall be binding on all parties and shall be executed with the least possible delay and before the expiry of the time limit specified in said decision. The arbitrator shall give the original signed judgment to the records office. The records office shall forward a copy of the judgment to the College, the Union and the provincial parties.

**9-2.15**

The arbitration board shall decide on grievances in conformity with the law and with the provisions of the collective agreement, without adding to, detracting from or modifying any provision therein.

**9-2.16**

Grievances related to clauses 5-4.07 to 5-4.12 and clause 5-4.17 a) and b) shall have priority over other grievances.

In these cases, the College shall receive the grievance on behalf of all colleges and shall be part to all arbitration procedures until the arbitration board determines which colleges, whether or not they are mentioned in the grievances, are involved, following the evidence given. A college's decision to accept or refuse grievances involving other colleges shall be void and without effect. An error by the placement office may not be cited in opposition to the admissibility of a grievance or the execution of an arbitration decision. When the board judges a grievance to be valid, it shall reinstate the professor's rights and decide to which college the professor should report, either to remain, return, be relocated or be evaluated, as the case may be.

Any relocation resulting from an arbitration decision shall be postponed until the beginning of the next teaching year.

A professor may waive the execution of a decision and remain in his/her current situation. He/she shall then notify the placement office within fifteen (15) working days of receiving the arbitration decision, and the placement office shall inform the college(s) concerned.

The board's decision shall be executory and binding on the professor, the Union, the college(s) concerned and the placement office, if applicable.

**9-2.17**

Grievances stemming from an error in the calculation of remuneration or from an error in the assessment of documents pertaining to schooling and handed in within the required time period, may be submitted at any time.

Grievances stemming from an error in the assessment of information pertaining to experience and submitted within the required time period, shall be prescribed five (5) years after the actual time of assessment.

Should the board render a favourable decision, the professor submitting the grievance shall have the right to the amount he/she should have received had the error of calculation of remuneration or of assessment of said documents not been made.

**9-2.18**

When a grievance is filed because of a monetary dispute, the professor who submitted the grievance shall not be required to state the amount before asking the board to rule on his/her right to the sum of money.

If a grievance is accepted as well-founded, but the parties cannot agree on the amount to be paid, a simple notice addressed to the board shall suffice to submit the issue for a final decision. The arbitration board can order that any sum due to the plaintiff be paid with interest at the rate fixed by regulation under section 28 of the Act respecting the ministère du Revenu (R.S.Q., c. M-31), from the date when the sum became due.

**9-2.19**

Should the arbitration board decide that a grievance is well-founded, it shall be empowered to provide compensation to the plaintiff for damages sustained, if applicable.

**9-2.20**

Each party shall pay its own arbitration expenses.

**9-2.21**

The fees and expenses of the arbitrator shall be the responsibility of the losing party. If the grievance is accepted in part, the sharing of the fees and expenses shall be determined by the arbitrator.

Notwithstanding the preceding paragraph, in the case of a grievance related to a disciplinary dismissal, the fees and expenses of the arbitrator shall be payable by the Ministère.

However, except for grievances filed before February 1, 2006, in accordance with the provisions and the deadlines set out in the collective agreement or an order-in-council, the fees and expenses of the arbitrator shall be settled in accordance with the provisions of the collective agreement or order-in-council.

Fees shall be paid only after two (2) signed copies of the decision have been filed with the records office.

**9-2.22**

When there is more than one (1) arbitration session on the same case, these shall be set in accordance with clause 9-2.04.

**9-2.23**

One (1) of the parties may require the services of an official stenographer; it may also require that the hearing of the board be recorded on magnetic tape or otherwise. The fees and expenses resulting from this request shall be charged to the party that made the request.

A copy of the official stenographic transcript and of the recording, as the case may be, shall be sent to the arbitration board and to the other party at the expense of the party that requested such services.

**9-2.24**

For the purposes of applying articles 9-2.00 and 9-3.00, the use of a fax shall constitute a valid mode of transmitting written notices. The date as it appears on the fax report shall constitute sufficient proof in the calculation of the time limits referred to in articles 9-2.00 and 9-3.00.



## **Article 9-3.00 - Additional Procedures for Settling Grievances**

### **9-3.01 Provincial committee for the settlement of grievances and other recourses arising from the application of sections 39 and 45 of the Labour Code**

The provincial parties shall create a provincial committee for the settlement of grievances and other recourses arising from the application of sections 39 and 45 of the Labour Code. The committee shall be made up of one (1) representative from each of the provincial parties.

The committee's mandate shall be:

- to adopt measures designed to reduce as many of the accumulated grievances and other claims as possible in accordance with the priorities and procedures determined by the committee;
- to guide the parties in finding the appropriate method of settling grievances;
- to make recommendations to the parties before establishing a file so as to assist them in reaching a settlement;
- to improve the scheduling of hearings and to reduce their duration.

### **9-3.02 Prearbitration mediation**

The College and the Union may agree to proceed with prearbitration mediation in dealing with all grievances and recourses or a group of grievances and recourses, particularly those related to the application of sections 39 and 45 of the Labour Code, in accordance with the following procedures.

To this effect, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties three (3) mediators chosen from the list provided for in clause 9-2.06. Once the parties have agreed on a mediator, the records office shall set the date of the first mediation session as soon as possible.

Only an employee of the College and an employee or elected member of the Union may represent the parties; they may, however, after having informed the other party in advance, call upon the services of an advisor.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy with the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies with the Commission des relations du travail.

In the event that a number of grievances or recourses included in the prearbitration mediation process are unresolved, those remaining shall be dealt with in accordance with the arbitration procedure agreed to between the parties and the other recourses shall be dealt with in accordance with the procedures provided for in the Labour Code.

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process unless the parties agree otherwise prior to the mediation.

The expenses and fees of the arbitrator, in accordance with clause 9-2.21, who is mandated to act as a mediator shall be borne as for an arbitration mandate.

### **9-3.03 Accelerated Arbitration Procedure**

#### **1. Admissible grievances**

Any grievance may be subject to this procedure provided that the parties explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting to such agreement, shall be forwarded to the records office.

Should the College and the Union fail to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, the College or the Union may indicate separately such intent by forwarding a separate written notice to this effect to the records office, along with a certified copy to the other party.

In the latter case, the written notice of the Union and that of the College must both be received by the records office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

#### **2. Arbitrator**

The arbitrator shall be appointed by the records office; he/she shall conduct an investigation and question the parties and witnesses previously identified to the other party and may, at their request or with their consent, attempt to reconcile the parties.

#### **3. Representation**

Only an employee of the College and only an employee or an elected member of the Union may represent the parties; they may, however, after having informed the other party, call upon the services of an advisor.

#### **4. Duration of hearing**

In general, a hearing usually lasts one (1) hour.

#### **5. Award**

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two [2] pages). This decision may not be cited or used by anyone in the arbitration of any other grievance, unless this grievance is related to an identical dispute between the same college and the same union and deals with the same facts and cases.

The arbitrator shall render his/her decision and shall forward a copy to the parties within five (5) working days following the hearing. He/she shall also file the signed original copy with the records office.

#### **6. The provisions of articles 9-1.00 and 9-2.00 shall apply, with the exception of any incompatible provisions.**

**9-3.04 Preparatory session**

The attorneys assigned to every grievance to be heard in accordance with the procedures provided for in article 9-2.00 shall inform each other of the nature of the preliminary methods they intend to raise at least one (1) week prior to the hearing and inform the arbitrator if possible.

Every arbitration session held under the terms of article 9-2.00 shall begin at the time set by the records office; the attorneys, assessors, where applicable, and the arbitrator must first hold a private preparatory session which usually lasts about thirty (30) minutes.

The purpose of the preparatory session is to:

- improve the arbitration process, to better use the availability invested therein and to accelerate the hearings;
- allow the parties to declare, if they have not already done so, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- outline the dispute and identify the issues to be discussed in the course of the hearing;
- ensure the exchange of all documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;
- analyze any other question which could simplify or accelerate the hearings.

## **CHAPTER 10-0.00 - MISCELLANEOUS**

### **Article 10-1.00 - Miscellaneous clauses**

#### **10-1.01**

In accordance with the Act respecting the conditions of employment in the public and parapublic sectors (S.Q., 2005, c. 43), the 2000-2003 collective agreement, including its amendments, shall be renewed and take effect on December 16, 2005.

However, under the Act, the provisions amending the renewed 2000-2003 collective agreement shall take effect:

- on December 16, 2005, for the provisions of Schedule 1 of the Act, except those related to parental rights, which shall take effect on January 1, 2006;
- on February 1, 2006, for the provisions related to the agreement in principle reached between the Fédération des enseignantes et enseignants de Cégep (FEC) (CSQ) and the Comité patronal de négociation des collèges (CPNC) on December 15, 2005, and amended on December 16, 2005.

These provisions and stipulations shall bind the parties. They shall remain in effect until March 31, 2010, and until a new collective agreement takes effect.

These stipulations may be amended by a letter of agreement between the provincial parties.

#### **10-1.02**

These provisions and stipulations shall have no retroactive effect, except where provisions to the contrary have been made.

#### **10-1.03**

Either one of the provincial parties may give notice to the other party of its intention to repudiate or amend these stipulations within six (6) months prior to their expiry.

#### **10-1.04**

The provincial employer party shall bear the costs of printing a document that includes all of the clauses and provisions covered in clause 1-1.01, as well as the provisions covered by the agreement reached between the Fédération des cégeps and the provincial union party pertaining to matters included in Schedule A of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

The provincial employer party shall also bear the costs of distributing one (1) copy of this document to each professor in a French-language college, two hundred (200) copies to the provincial union party and twenty (20) copies to each union.

**10-1.05**

The provincial employer party shall bear the costs of translating the document mentioned in the preceding clause. It shall also bear the cost of printing and distributing the English version to each professor in an English-language College.

The French version of these stipulations shall be the only official version for legal purposes.

**10-1.06**

When the College plans to entrust teaching duties intended for its students to a third party, it shall meet with the Union under the terms of the collective agreement six (6) months prior to the date the above contract comes into effect and, if applicable, it shall secure the advice of the department involved. This paragraph shall not apply to a contract of this type already in application at the time this collective agreement comes into effect, or its renewal.

Moreover, such a contract or renewal shall not result in any placement on availability.

**10-1.07**

When a professor believes that he/she has suffered prejudice from a decision by the College that modifies his/her working conditions other than those defined by this collective agreement, he/she may file a grievance. In this case, the College must prove that it has reasonable grounds for its decision.

**10-1.08**

Grievances filed in conformity with the provisions of and within the time limit specified in a previous collective agreement or order-in-council that have not been settled shall be settled in accordance with the provisions and procedures provided for in Appendix IX-3.

For the purposes of this clause, the provisions contained in the collective agreement shall remain in force until this collective agreement comes into effect.

Moreover, the College, the Fédération des cégeps and the Ministère waive the right to claim that a grievance cannot go to arbitration on the grounds of non-existence of working conditions during the period preceding the coming into effect of this collective agreement.

**10-1.09**

An arbitration board that has already heard a grievance brought before it, at the time this collective agreement comes into effect, shall retain jurisdiction over said grievance until a decision has been handed down.

**10-1.10**

A professor who is no longer in the College's employ shall retain his/her right to the grievance procedure regarding monetary matters or any rights provided for in article 5-4.00. Such rights shall be exercised in accordance with the terms of the collective agreement.

**10-1.11**

In the event that the provincial union party fails to appoint representatives to committees, commissions or boards on which it has the right to be represented or in the event that these

representatives fail to fulfill the obligations of their office, the provincial employer party may proceed on its own.

**10-1.12**

The appendices attached to the collective agreement shall form an integral part of said agreement, barring stipulations to the contrary.

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

**10-1.13**

In the event that the Union or any body of professors constituted under the terms of the collective agreement fails to appoint representatives to committees, commissions or boards on which it has the right to be represented under the collective agreement, the College may proceed on its own.

In the event that the professors on the committees, commissions or boards fail to fulfill the obligations of their office, unless the collective agreement has provisions covering that eventuality, the College may also proceed on its own.

**APPENDIX I-1**

**LETTER OF AGREEMENT RESPECTING THE USE OF THE FEMININE  
AND MASCULINE GENDER**

(This appendix applies exclusively to the French version of the collective agreement.)

**APPENDIX I-2**

**LIST OF CORRECTIONS**

(This appendix applies exclusively to the French version of the collective agreement.)



**APPENDIX III-1**

**SUB-CENTRES**

For the purposes of the collective agreement, the Centre matapédien d'études collégiales (Matane) shall be a sub-centre of the Cégep de Matane, and the École nationale du meuble et de l'ébénisterie, division Montréal shall be a sub-centre of the Cégep de Victoriaville.

**APPENDIX III-2**

**APPENDIX RESPECTING THE CENTRE MATAPÉDIEN D'ÉTUDES COLLÉGIALES**

1. This appendix shall apply to professors at Cégep de Matane teaching subjects offered by the Centre matapédien d'études collégiales.
2. The Cégep de Matane and the Centre matapédien d'études collégiales (Matane) shall be considered to be two (2) distinct colleges for the purpose of applying the provisions of the collective agreement related to the following areas:
  - a) hiring;
  - b) tenure;
  - c) seniority;
  - d) job security procedures, subject to the provisions of clause 3 of this appendix;
  - e) exchanges between colleges;
  - f) proposals for the assignment of professors to the different subjects;
  - g) number of positions in a subject and its application;
  - h) calculation of a professor's workload;
  - i) continuing education;
  - j) department and departmental coordination<sup>1</sup>;
  - k) selection of regular professors;
  - l) professional development;
  - m) program coordinating committee.
3. In the case of the complete or partial closure of a teaching program at the Centre matapédien d'études collégiales (Matane) or in the case of the closure of the Centre matapédien d'études collégiales (Matane), the professors involved shall no longer be covered by this appendix and the College shall take over.

---

1 An allocation of 0.19 FTE shall be set aside for this purpose; this number may be increased by a transfer from the Cégep de Rimouski.

**APPENDIX IV-1**

**PROGRAM DEVELOPMENT**

The Ministère agrees to maintain the current consultation procedures relating to pre-university programs and general education and to consult the Fédération des enseignantes et enseignants de Cégep (FEC/CSQ) before modifying any of these procedures.

**APPENDIX IV-2**

**PROVISIONAL AUTHORIZATION OF PROGRAMS**

01. In a college, provisional authorization of programs is an exceptional measure implemented to meet a specific regular educational need.
02. A program can only receive provisional authorization once in a given college.
03. Provisional authorization is intended for no more than three (3) cohorts and cannot exceed five (5) years.
04. At the request of the FEC, the provincial parties shall meet to discuss the impact of the provisional authorization of a program.
05. Resources allocated to specific training in a program that has received provisional authorization shall not be counted in determining the number of positions at the College. Any position that may have resulted from these allocations shall therefore be deemed to be a full-time teaching load.
06. However, notwithstanding clause 8-4.07, for the duration of the training of each of the cohorts, and subject to sufficient enrollment:
  - a) if for a subject in specific training the allocation associated with the program that has received provisional authorization constitutes:
    - more than 0.25 FTE of the allocation of a position, it shall be filled as a full-time teaching load;
    - 0.25 FTE or less of the allocation of a position, it shall be filled as a position.
  - b) for general education subjects in a program that has received provisional authorization, the positions shall be filled as position, independently of the fraction of the allocation associated with the program within the allocation of the positions in question.
07. If the authorization becomes permanent, the professor who held a full-time teaching load shall be deemed to have filled a position.

**APPENDIX V-1**

**LIST OF SUBJECTS**

- 101. Biology
- 105\*. Scientific and Technological Literacy
- 107. Health Services
- 109. Physical Education
- 110. Dental Technology
- 111. Dental Hygiene
- 112. Acupuncture
- 120. Dietetics
- 130. Medical Electrophysiology
- 140. Medical Technology
- 141. Respiratory and Anaesthesia Technology
- 142. Radiology
- 144. Physical Rehabilitation
- 145. Natural Sciences
- 147. Natural Environment Technology
- 152. Agriculture
- 153. Horticultural Technology
- 160. Paramedical Technology
- 171. Diagnostic Techniques
- 180. Nursing
- 181. Health Assistance
- 190. Forestry

- 201. Mathematics
- 202. Chemistry
- 203. Physics
- 204\*. Mathematics and Computers
- 205. Geology
- 210. Industrial Chemistry
- 211. Plastics Processing
- 221. Building and Public Works
- 222. Environmental Planning
- 223. Energy
- 230. Geomatics
- 231. Fisheries
- 232. Pulp and Paper
- 233. Furniture and Woodworking
- 235. Industrial Production
- 241. Mechanics
- 242. Graphic Design
- 243. Electrical Engineering
- 244. Physics Technology
- 247. Systems Technology
- 248. Maritime Technology
- 251. Textile Technology and Management
- 260. Water and Air Sanitation
- 262. Environmental Technology

- 265. Industrial Health and Safety
- 270. Metallurgical Technology
- 271. Mineral Technology
- 280. Aeronautics
- 300\*. Social Sciences
- 305\*. Social Sciences (complementary)
- 310. Paralegal Technology
- 311. Prevention
- 320. Geography
- 322. Early Childhood Education
- 330. History
- 332. Ancient Civilizations
- 340. Philosophy
- 345. Humanities
- 350. Psychology
- 351. Special Education
- 352. Gerontology
- 353. Basic Assistance Services
- 354. Leadership Training
- 360\*. Multidisciplinary
- 370. Religion
- 371. Christian Fellowship
- 381. Anthropology
- 383. Economics

- 384. Social Science Research Technology
- 385. Political Science
- 386. Community Planning
- 387. Sociology
- 388. Social Work
- 391. Recreational Technology
- 393. Documentation Technology
- 394. Public Relations
- 401. Administration
- 410. Business Administration (1)
- 411. Medical Archives
- 412. Office Management
- 413. Cooperatives
- 414. Tourism
- 415. Business Administration (2)
- 420. Electronic Data Processing
- 430. Hotel Management and Food Services
- 500\*. Arts
- 502\*. Arts and Letters
- 504\*. Arts and Aesthetics
- 506. Dance
- 510. Visual Arts
- 511. Visual Arts
- 520. Aesthetics and Art History



- 530. Cinema
- 550. Music
- 551. Professional Music
- 560. Theatre
- 561. Professional Theatre
- 570. Applied Arts
- 571. Fashion Design
- 573. Arts and Crafts
- 574. Animated Graphics Technology
- 581. Graphic Communications
- 582. Multimedia
- 585. Communications
- 589. Communications Technology
- 601. French (Language and Literature)
- 602. French (Second Language)
- 603. English (Language and Literature)
- 604. English (Second Language)
- 607. Spanish
- 608. Italian
- 609. German
- 610. Russian
- 611. Hebrew
- 612. Yiddish
- 613. Chinese

- 614. Native Languages
- 615. Ancient Languages
- 616. Arabic
- 617. Québec sign language
- 618. Modern Languages
- 620. Speech Science

– as well as any other subject or specialization added by the Ministère.

\* Multidisciplinary subject

**APPENDIX V-2**

**APPENDIX RESPECTING THE DETERMINATION OF SUBJECTS**

1. In applying clause 5-1.06, the parties agree to maintain local practices concerning the determination of subjects in matters pertaining to clauses 5-1.05, 5-4.04, 5-4.05 and 5-4.06 (the last three [3] clauses concerning the local identification of surpluses) and article 8-4.00.
2. However, the parties may agree to modify local practices concerning the determination of subjects in matters pertaining to the same clauses identified in the preceding paragraph.
3. If maintaining local practices or an agreement to modify them has the effect of fragmenting the subjects listed in Appendix V-1, the name of the surplus professor, as well as the 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; inclusion in the lists shall then be done in accordance with the list in Appendix V-1 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 of his/her inclusion in the lists.
4. If maintaining local practices or an agreement to modify them has the effect of regrouping the subjects listed in Appendix V-1, the name of the surplus professor shall be forwarded to the placement office and he/she shall be included in the lists in the subject(s) for which he/she was hired or in which he/she was teaching during the year that he/she was placed on availability.

**Provision Concerning the Department**

**The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.**

5. In applying clause 5-1.06, the parties agree to maintain local practices concerning the determination of subjects for the purposes of clause 4-1.04

**APPENDIX V-3**

**EMPLOYMENT NOTICE**

COLLEGE: \_\_\_\_\_

PLACE OF WORK: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

POSITION: \_\_\_\_\_

TEACHING DUTIES: _____	FULL-TIME: _____ PART-TIME: _____ HOURLY PAID: _____	FULL-TIME EQUIVALENT: _____
---------------------------	--	--------------------------------

DESCRIPTION: \_\_\_\_\_

REQUIREMENTS: \_\_\_\_\_

EMPLOYMENT OFFERED IN ACCORDANCE WITH  
THE PROVISIONS COVERING AN EQUAL ACCESS  
TO EMPLOYMENT PROGRAM YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE SUBMIT YOUR  
APPLICATION TO: \_\_\_\_\_

BEFORE \_\_\_\_\_

**APPENDIX V-4**

**LIST OF ZONES FOR RELOCATION PURPOSES**

<b>COLLEGES</b>	<b>OTHER COLLEGES IN THE ZONE</b>
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

---

* Island of Montreal:	Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, John Abbott, Gérald-Godin, Maisonneuve, Marie-Victorin, Rosemont, Saint-Laurent, Vanier, Vieux Montréal colleges
** Quebec City region:	François-Xavier-Garneau, Lévis-Lauzon, Limoilou, St. Lawrence, Sainte-Foy colleges



**APPENDIX V-5**

**LIST OF SECTORS FOR RELOCATION PURPOSES**

<b>COLLEGES</b>	<b>OTHER COLLEGES IN THE SECTOR</b>
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	-
CHIBOUGAMAU	-
CHARLEVOIX	-
CHICOUTIMI	Alma, Jonquière
DAWSON	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

DRUMMONDVILLE	Édouard-Montpetit, Granby Haute-Yamaska, Lennoxville, Saint-Hyacinthe, Saint-Lambert, Shawinigan, Sherbrooke, Sorel-Tracy, Trois-Rivières, Victoriaville
ÉDOUARD-MONTPETIT	Drummondville, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
FRANCOIS-XAVIER-GARNEAU	Montmagny, Quebec City region**
GASPÉSIE ET DES ÎLES	-
GÉRALD-GODIN	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne, 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**
LIMOILLOU	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, Saint-Hyacinthe, Shawinigan, Sherbrooke, Thetford, Trois-Rivières
VIEUX MONTRÉAL	Édouard-Montpetit, Granby Haute-Yamaska, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

---

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

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

## **APPENDIX V-6**

### **MOVING EXPENSES**

#### **1.01**

The provisions of this appendix shall apply to any professor who, by virtue of the provisions concerning job security, is subject to a relocation that involves a change in domicile.

When the distance between the former place of work and the new place of work is more than fifty kilometres (50 km), the moving expenses provided for in this appendix shall apply only if the professor 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 College of origin of the professor, upon presentation of supporting vouchers. The College shall pay the expenses within thirty (30) days.

#### **1.03**

A professor who accepts an offer of employment and who moves shall be entitled to take leave from work:

- a) without loss of pay, for a maximum of three (3) working days, excluding the time required for a return trip, in order to look for a new home. In such cases, the College 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 costs in effect at the College;
- b) without loss of pay, for three (3) working days, in order to move from the old house 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 costs in effect at the College.

#### **1.04**

The College shall assume, upon presentation of supporting vouchers, the costs 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 supplies, in advance, at least two (2) detailed bids for the costs to be incurred.

#### **1.05**

However, the College shall not pay the cost of transporting the professor's personal vehicle, unless the location of his/her new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed.

#### **1.06**

When the professor cannot move directly from one house to the next because of reasons beyond his/her control, 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 fifty dollars (\$750) 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 one (1) month's rent to a 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, a professor who must break his/her 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 a 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 a professor who must sell his/her house (principal residence) the 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 a 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, to cover the cost of notarized deeds.

**1.11**

When the house of a 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 home to another cannot take place directly because of reasons beyond the professor's control, other than the construction of a new residence, the College shall reimburse the professor for living expenses for himself/herself and his/her family in accordance with the regulations concerning travel expenses in effect at the 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 costs to visit his/her family every two (2) weeks, if the distance to be covered is equal to or less than a five hundred kilometres (500 km) round trip, and once a month if the return distance to be covered exceeds five hundred kilometres (500 km) up to a maximum of one thousand six hundred kilometres (1 600 km) round 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 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 costs in effect at the College.



**APPENDIX V-7**

**FORM FOR NON-TENURED FULL-TIME PROFESSORS  
MENTIONED IN:**

- **clause 5-4.08 b);**
- and**
- **clause 5-4.17 a), priorities 9 and 12.**

SURNAME: \_\_\_\_\_

GIVEN NAME: \_\_\_\_\_

FULL-TIME  
PROFESSOR:

COLLEGE OF  
ORIGIN: \_\_\_\_\_

CONTRACT YEAR: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

POSITION APPLIED FOR \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**NB:** THE APPLICANT'S RÉSUMÉ AND OTHER RELEVANT INFORMATION AND DOCUMENTS SHOULD BE SUBMITTED ALONG WITH THIS FORM.

**APPENDIX V-8**

**CALCULATION OF WORKING HOURS CREDITED FOR THE PURPOSES OF ELIGIBILITY  
FOR EMPLOYMENT INSURANCE**

1. For the exclusive purposes of eligibility for employment insurance, a full-time professor, for any one (1) year, shall be said to work thirty-seven (37) hours per week.
2. For the exclusive purposes of eligibility for employment insurance, a part-time professor shall be said to work the number of hours obtained by applying paragraph 1 in proportion to his/her FTE.

However, for any given professor, should the result of applying the preceding paragraph be less than the result of applying paragraph 3, paragraph 3 shall apply.

3. For the exclusive purposes of eligibility for employment insurance, an hourly paid professor shall be said to work 3.6 hours per course hour remunerated.
4. The College shall issue the record of employment in accordance with this agreement.
5. This agreement is reached without prejudice to the inquiry on job evaluation now in progress.

**APPENDIX V-9**

**DECLARATION OF EMPLOYMENT FORM**

This form must be filled out and submitted to the College at the latter's request, but no later than at the time the professor signs his/her employment contract.

**A. EXPLANATIONS**

1. Professional Activity

This expression shall signify a remunerated professional activity, carried out as an employee or as a self-employed person under contract or otherwise.

2. Average Number of Hours Per Week

The average number of hours per week worked within the framework of your professional activities is not a determining factor for your status of employment. To determine whether you hold full-time employment, refer to Item B.

3. Dual Employment

All of your professional activities must be declared on this form.

**B. DEFINITION OF FULL-TIME EMPLOYMENT**

The following persons shall be considered to hold full-time employment:

1. any person who, in one or more professional activities, performs remunerated work for a length of time corresponding to the number of weekly or monthly hours worked by persons holding similar full-time jobs, according to what is generally recognized;
2. any person who, while holding full-time employment, is on leave with pay;
3. any person who, while holding full-time employment, is on availability with pay.

Any person who meets one or more of the above criteria shall declare himself/herself as holding full-time employment and shall be considered as holding dual employment.

Notwithstanding the preceding paragraph, only a person holding full-time employment or who expects to hold full-time employment during the entire year for which he/she submits his/her candidacy shall declare himself/herself as holding dual employment.

**DECLARATION OF EMPLOYMENT**

College: \_\_\_\_\_

Subject: \_\_\_\_\_ Semester: \_\_\_\_\_

**IDENTIFICATION**

Surname: \_\_\_\_\_ Given name: \_\_\_\_\_

Address: \_\_\_\_\_ Postal code: \_\_\_\_\_

Telephone (home): \_\_\_\_\_ (office): \_\_\_\_\_

Social insurance number: \_\_\_\_\_

**PROFESSIONAL ACTIVITIES**

For every professional activity performed during the semester or year covered by the contract offered, give the following information:

Name of employer(s) (or self-employment)	Title or duties	Average no. of hours per week

**EMPLOYMENT SITUATION**

Considering the definition of full-time employment (see Item B), check one or the other of the following declarations:

- I currently hold what is considered full-time employment and, consequently, I shall hold dual employment.
- I do not currently hold what is considered full-time employment and, consequently, I shall not hold dual employment.

DATE: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**APPENDIX V-10**

**APPENDIX RESPECTING PARENTAL RIGHTS**

**NB:** For the purposes of this appendix, the expression "the parties" shall refer to the Government and the CSQ.

**ADDENDUM**

Should any amendments be made to the Québec parental insurance plan (QPIP), the Employment Insurance Act or the Act respecting labour standards with respect to parental rights, it is agreed that the parties shall meet to discuss the possible implications of these amendments on the current parental rights plan.

**APPENDIX V-11**

**APPENDIX RESPECTING FAMILY RESPONSIBILITIES**

The CSQ–CSN–FTQ union party, on the one part, and the Gouvernement du Québec represented by the Treasury Board, on the other part, hereby acknowledge the interdependent relationship that exists between family and work. In that sense, the parties agree to take work-family balance into account in the organization of work at the College.

To this effect, the parties to this agreement encourage the sectorial, regional or local parties, as the case may be, to foster a better balance between parental and family responsibilities and occupational responsibilities in establishing working conditions and their application.

**APPENDIX V-12**

**LIST OF ORGANIZATIONS FOR WHICH THE LAW PROVIDES, AS OF FEBRUARY 7, 2005,  
THAT THE WORKING CONDITIONS OR SALARY STANDARDS AND RATES OF THEIR  
EMPLOYEES ARE DETERMINED BY THE GOVERNMENT OR IN ACCORDANCE WITH  
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 associations de producteurs  
Commission des droits de la personne et des droits de la jeunesse  
Commission des services juridiques  
Conseil des arts et des lettres du Québec  
Conseil des services essentiels  
Corporation d'hébergement du Québec  
Corporation d'urgence-santé de la région de Montréal Métropolitain  
École nationale de police du Québec  
École nationale des pompiers du Québec  
Financement-Québec  
Fondation de la faune du Québec  
Fonds de la recherche en santé du Québec  
Fonds d'indemnisation du courtage immobilier  
Fonds québécois de la recherche sur la nature et les technologies  
Fonds québécois de la recherche sur la société et la culture  
Héma-Québec  
Institut national de la santé publique  
Investissement Québec  
Musée d'art contemporain de Montréal  
Musée de la civilisation  
Musée national des beaux-arts du Québec  
Office de la Sécurité du revenu des chasseurs et piégeurs cris  
Office Québec-Amériques pour la jeunesse  
Protecteur du citoyen  
Régie de l'énergie  
Régie des installations olympiques  
Société de développement des entreprises culturelles  
Société de la Place des Arts de Montréal

---

1 This list is provided for information purposes.

Société de télédiffusion du Québec (Télé-Québec)  
Société des alcools du Québec  
Société des établissements de plein air du Québec  
Société des loteries du Québec  
Société du Centre des congrès de Québec  
Société du Grand théâtre de Québec  
Société du Palais des congrès de Montréal  
Société du parc industriel et portuaire de Bécancour  
Société immobilière du Québec  
Société Innovatech Régions Ressources  
Société Innovatech 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-13**

**LETTER OF INTENT CONCERNING THE PENSION PLANS**

NB: For the purposes of this appendix, the expression “the parties” shall mean the Gouvernement du Québec and the CSQ.

**1. LEGISLATIVE AMENDMENTS**

The government shall adopt the necessary orders-in-council and propose to the National Assembly the adoption of the necessary legislative provisions in order to make the amendments prescribed in sections 2, 3 and 6 of this appendix to the Act respecting the Government and Public Employees Retirement Plan (RREGOP); the amendments prescribed in sections 2 and 4 to the Act respecting the Teachers Pension Plan (TPP) and to the Act respecting the Civil Service Superannuation Plan (CSSP); and the amendments prescribed in sections 2 and 5 to the Act respecting the pension plan of certain teachers (PPCT), where applicable.

Unless otherwise indicated, the amendments shall take effect on January 1, 2000.

**2. AMENDMENTS TO RREGOP, THE TPP, THE CSSP AND THE PPCT**

**2A. Definition of “spouse”**

The definition of “spouse” provided for in the RREGOP, the TPP, the CSSP and the PPCT is amended in order to recognize common-law spouses after one (1) year of cohabitation if:

- a child was born or is to be born of this relationship; or
- the spouses jointly adopted a child during their relationship; or
- one of the spouses has adopted the other’s child during their relationship.

**2B. Compensation for actuarial reduction**

A member of the RREGOP, the TPP, the CSSP or the PPCT who is eligible for an actuarially reduced retirement pension when he/she retires may offset all or part of the actuarial reduction by paying the required amounts to the CARRA.

The current actuarial assumptions used to calculate the amount of compensation must be amended so that the benefit creates neither an actuarial surplus or a deficit in the pension plans.

The new assumptions and their terms and conditions of application shall be determined by the RREGOP pension committee representing bargainable employees. These principles shall take effect January 1, 2001, and apply to individuals whose retirement date is effective on or after that date.

## **2C. Exemption from contributions**

The period giving a member entitlement to a contribution holiday under section 21 of RREGOP, section 18 of the TPP and section 60 of the CSSP shall be increased from two (2) to three (3) years within the limits of the tax rules. The pensionable salary recognized shall be the salary that the employee would have received had he/she remained at work, unless he/she is covered by a salary insurance plan which provides that the insurer shall pay the contributions on a higher pensionable salary.

However, this provision cannot have the effect of extending the employment relationship currently prescribed in the collective agreements. Also, the period of exemption from contributions shall be extended to three (3) years, even if the employee is no longer eligible for the salary insurance benefits during that period.

A member who is declared disabled at the end of the twenty-four (24)-month contribution holiday shall be presumed disabled for a third (3<sup>rd</sup>) year for the purposes of exemption from contributions, unless he/she resumes pension plan contributions when he/she returns to work, dies or retires before the expiry of that period.

This new provision shall apply to disabled members whose exemption period began on or after January 1, 1998.

## **2D. Members suffering from a disability within the meaning of s. 93 of the Act respecting industrial accidents and occupational diseases**

The parties agree to mandate the RREGOP pension committee representing bargainable employees to adopt measures enabling a disabled member, within the meaning of s. 93 of the Act respecting industrial accidents and occupational diseases, to continue to participate in his/her pension plan if he/she elects to contribute in accordance with s. 116 of the said Act.

## **3. OTHER AMENDMENTS TO THE RREGOP**

### **3A. Participants' contribution rate**

As of January 1, 1999, the rate of contribution to the RREGOP has been set at 6.20%. Since the reduced contribution rate could not be applied in 1999, the rate applicable in 2000 and 2001 shall be 5.35%.

As of January 1, 2002, the contribution rate is 6.20%, subject to the actuarial valuation of the plan produced on the data established at December 31, 1999.

Despite the contribution rate in effect on January 1, 1999, a member shall not be entitled to a reimbursement of contributions to cover the difference in contribution rate between 7.95% and 6.20% for 1999.

**3B. Addition of two new permanent eligibility requirements for a retirement pension with no actuarial reduction**

- 60 years of age;
- 35 years of service.

However, the normal retirement age remains 65 years of age.

**3C. Revaluation of certain years of service**

The years of service giving entitlement to a pension credit or a paid-up annuity certificate referred to in the fourth paragraph of section 221.1 or credited for eligibility for a retirement pension despite a transfer to a locked-in retirement account (LIRA) shall be revalued in accordance with the requirements of tax legislation by a life annuity of 1.1% of the average salary for the calculation of the amount of retirement pension per year of service thus credited. The life annuity shall be transferable to the spouse under the terms and conditions of the plan.

An amount of two hundred thirty dollars \$230 shall be added to the life annuity for each of the years considered and shall be payable up to age 65.

The sum of these two benefits shall be payable on the same date as the retirement pension, reduced actuarially, where applicable, by the same percentage as the annuity and indexed annually to the CPI - 3%.

The revaluation prescribed in the first paragraph shall be taken into account in estimating the benefit payable to a member who dies or leaves before qualifying for retirement. However, it cannot be granted to a pensioner who returns to work after December 31, 1999 or at another date.

When a member benefits from a revaluation of certain years, the total of the retirement pension, the additional benefits and the pension credits must not exceed the amount of the annuity to which 35 years of credited service entitle him/her. The maximum amount of the revaluation payable shall be determined under Schedule 1.

An employee who has retired since January 1, 2000, must submit an application for redemption of service before December 31, 2000, if he/she wishes to redeem certain periods of service and have them taken into account. The CARRA must take the necessary measures to inform all the RREGOP members who have retired since January 1, 2000, of the deadline by which to submit their application for redemption of service.

**3D. Indexation of retirement pensions**

For service accrued after December 31, 1999, the retirement pension shall be indexed annually according to the more advantageous of the following two formulas:

- the rate of increase of the consumer price index exceeding 3% (CPI - 3%);

- fifty per cent (50%) of the rate of increase of the consumer price index.

If a member has more than 35 years of credited service, the indexation formula applicable to his/her retirement pension must take into account the best years of service for the purposes of calculating indexation.

### **3E. Years of service credited for eligibility for retirement purposes**

The same service shall be credited for a member who holds a position at least one (1) day in a calendar year as for a full-time member. This shall also apply to a person on a leave without pay, even if the leave runs from January 1 to December 31 of a given year.

The time thus credited must be time not worked after December 31, 1986.

For the first year and last year of membership in the pension plan or the transfer carried out when membership ceases, the service credited shall include the period between the date on which membership began and December 31 of the year in question or between January 1 of the year in question and the date on which employment ended.

When a pensioner returns to work, the eligibility requirements shall not be revised to take into account any new service for eligibility purposes.

Service credited for eligibility for retirement purposes shall not entail a change in the calculation of the average salary for the purposes of pension calculation.

The years credited for eligibility purposes must not preempt the 3% reduction factor per year applied to a member who does not meet one of the following criteria:

- 60 years of age;
- 30 years of service;
- 80 factor (age + years of service);

without taking into account any period not worked during employment but by adding, where applicable, no more than five (5) years related to an allowed period of temporary absence or reduced salary. In addition, these criteria must be applied to all retiring members.

### **3F. Deadline**

The deadline prescribed in s. 87 of the Act respecting the Government and Public Employees Retirement Plan is repealed as of July 1, 2000, by making the necessary changes to s. 86.

**3G. Powers and duties of the RREGOP pension committee representing bargainable employees**

The pension committee may determine the terms and conditions for the implementation of an agreement reached between the parties, unless these terms and conditions are already prescribed in the agreement. The decisions must respect the CARRA's budgetary envelope.

The pension committee may submit to the parties a recommendation designed to improve the implementation of the pension plans. The recommendation must be approved by a majority vote within each party if it entails an increase in the cost of the plan or an excess of the CARRA budgetary envelope. In such a case, the chair may not cast the deciding vote.

**3H. Supplemental budget item**

A specific budget item is created to defray the costs generated by the hiring of specialists by the representatives of the members on the RREGOP pension committee representing bargainable employees to conduct ad hoc studies or mandates. The latter must draw up a list of activities the costs of that could be covered by this budget.

A maximum amount of one hundred fifty thousand dollars (\$150 000) per year shall be injected into the specific budget out of account 301 of Fund 01 (employees' contribution fund for regular service under the RREGOP). The unused surplus in one year may be deferred to the following year, but the specific budget must not exceed two hundred fifty thousand dollars (\$250 000) per year.

Representatives of the members on the RREGOP audit committee representing bargainable employees shall be mandated to oversee the application of the rules governing the granting and use of the amounts allocated. The use of the amounts must not be exempt from the audit process in effect in the public sector.

Upon invitation of the representatives of the members, the specialists hired by the latter to carry out ad hoc studies and mandates may participate in the RREGOP institutional committees representing bargainable employees (pension committee, audit committee or investment committee) and on the ad hoc committees set up by the pension committee.

**3I. Joint requests for studies submitted to the CARRA**

The parties agree that the costs related to joint requests to the CARRA for studies shall be taken out of the latter's budget.

#### 4. OTHER AMENDMENTS TO THE TPP AND THE CSSP

##### 4A. Contribution rate

TPP and CSSP members shall choose collectively between:

- a decrease in the contribution rate equal to the decrease in the contribution rate of a RREGOP member;
- or
- an annual indexation of their retirement pension accrued after December 31, 1999, according to the more advantageous of the following two formulas:
  - ◆ the rate of increase of the consumer price index exceeding 3% (CPI - 3%);
  - ◆ fifty per cent (50%) of the rate of increase of the consumer price index.

Voting procedures are prescribed in Schedule 2 of this agreement.

If members elect to have their contribution rate reduced, the contribution formula in 2000 and in 2001 shall become:

##### **TPP**

- 5.48%, up to the portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- 4.68% of the portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of said Act;
- 5.48% of the portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of said Act.

##### **CSSP**

- 4.65%, up to the portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- 3.85% of the portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of said Act;
- 4.65% of the portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of said Act.

As of January 1, 2002, the contribution formula in effect in 2002 and subsequent years shall be:

## **TPP**

- 6.33%, up to the portion of the pensionable salary that corresponds to the personal exemption within the meaning of the Act respecting the Québec Pension Plan;
- 5.20% of the portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of said Act;
- 6.33% of the portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of said Act.

## **CSSP**

- 5.50%, up to the portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of the Act respecting the Québec Pension Plan;
- 4.37% of the portion of the pensionable salary that exceeds the basic exemption up to the maximum pensionable earnings within the meaning of said Act;
- 5.50% of the portion of the pensionable salary that exceeds the maximum pensionable earnings within the meaning of said Act.

If a member has more than 35 years of credited service, the indexation formula applicable to his/her retirement pension must take into account the best years of service for the purposes of calculating indexation.

### **4B. Fiscal harmonization**

The TPP and the CSSP are amended to comply with the tax provisions respecting retirement, particularly, the definition of “disability” and the minimum pension referred to in section 65 of the TPP and the CSSP.

A supplemental benefits plan guaranteeing TPP and CSSP members the rights they had prior to the amendments prescribed in the preceding paragraph has been set up.

### **4C. Redemption of paid training period under the TPP and the CSSP**

The TPP and the CSSP are amended to enable members to have a paid training period recognized for retirement eligibility purposes.

Entitlement to redemption shall be subject to the same rules, conditions and terms as those prescribed in the RREGOP. The accrued benefit shall be a pension credit equal to that accrued under the RREGOP.

The terms and conditions of the implementation of this benefit shall be determined by the RREGOP pension committee representing bargainable employees. An employee who has retired since January 1, 2000, must file an application for redemption before December 31, 2000, if he/she wishes to avail himself/herself of this right. The CARRA must take the necessary measures to inform those TPP or CSSP members who have retired since January 1, 2000, of the deadline for filing an application for redemption.

The revaluation provided for in paragraph 3C shall apply to this benefit, with the necessary changes, and shall be funded in its entirety by the government.

## **5. OTHER AMENDMENTS TO THE PPCT**

The amendments made to the RREGOP under paragraphs 3A, 3D and 3F shall also apply to PPCT members, as shall paragraph 3C, if pension credits are still payable under the RREGOP.

## **6. FINANCING OF CERTAIN AMENDMENTS TO THE RREGOP**

### **6A. Revaluation prescribed in paragraph 3C of this letter of intent**

- 1- Additional benefits resulting from the years of service giving entitlement to revaluation (1.1% + \$230) shall be paid out of account 301 of Fund 01 (employees' contribution fund for regular service under the RREGOP). However, the government shall inject the necessary amounts into this fund to cover additional benefits in excess of \$680 million in dollar value on January 1, 2000.
- 2- Within six (6) months of the filing of the next actuarial valuation prepared under s. 174 of the Act respecting the Government and Public Employees Retirement Plan, the actuarial value of the additional benefits accrued on December 31, 1999, shall be determined on the basis of the assumptions defined for such actuarial valuation. The actuarial valuation established on December 31, 1999, takes into account the formulas applicable to the years of service giving entitlement to a revaluation. For this purpose, the adjustments to pension buy-back credits and the SPP effective on January 1, 2000, are taken into account.
- 3- The actuarial value of the additional benefits accrued annually in 2000 and subsequent years shall be determined on January 1 of each year. Each actuarial value shall take into account the formulas applicable to the years of service giving entitlement to a revaluation. These values shall be calculated during the calendar year following the year during which the additional benefits were accrued on the basis of the assumptions emanating from the most recent actuarial valuation prepared pursuant to s. 174 of the Act respecting the Government and Public Employees Retirement Plan, available at the end of the calendar year of the calculation.
- 4- A first transfer from the consolidated revenue fund to account 301 of Fund 01 (employees' contribution fund for regular service under the RREGOP) is required when the total of the actuarial values, accrued with interest on the date of the valuation of the last value, exceeds \$680 million accrued with interest on the same date. The transferred amount corresponds to the excess accrued with interest until the date of the transfer. Subsequently, the annual transfer corresponds to the most recent actuarial value accrued with interest until the date of the transfer.



- 5- The interest rates used to amass the initial amount of \$680 million and the actuarial values shall be the rates of return generated by account 301 at the market value of each year.

Where a rate of interest based on the market value is required for an incomplete calendar year, the rates based on the market value of the months released by the CDPQ on the date of the transfer of funds shall apply. For the remaining period, the rate of interest of the most recent actuarial valuation prepared under s. 174 of the Act respecting the Government and Public Employees Retirement Plan for the calendar year concerned shall apply.

- 6- Actuarial values shall be determined on the basis of retirement eligibility criteria in effect on January 1, 2000, and according to an actuarial reduction rate of 4%. Any additional retirement eligibility criteria or actuarial reduction must be the object of discussions concerning the partition of additional benefits covered by the revaluation.

**6B. Retirement eligibility requirements (provided for in paragraph 3B) and years for eligibility purposes (provided for in paragraph 3E)**

- 1- A separate fund shall be created to temporarily finance the additional benefits resulting from new retirement requirements (60 years of age or 35 years of service) and years of service recognized for eligibility purposes both for regular service and service transferred from the TPP/CSSP to the RREGOP. The separate fund, within account 301 of Fund 01 at the CDPQ (employees' contribution fund for regular service under the RREGOP), shall be subject to the investment policy of the RREGOP pension committee representing bargainable employees.
- 2- Employees shall assume the value of the additional benefits accrued on December 31, 1999, in its entirety. This value shall be determined on the basis of the actuarial principles used for the valuation on December 31, 1996, prepared pursuant to s. 174 of the Act respecting the Government and Public Employees Retirement Plan. This value was set at \$325 million on January 1, 2000. This amount was transferred from account 301 of Fund 01 (employees' contribution fund for regular service under the RREGOP) to the separate fund before December 31, 2000, and bears interest at the rate of return generated by account 301 at the market value between January 1, 2000, and the date of transfer.
- 3- The government shall assume the value of the additional benefits accrued as of January 1, 2000, in its entirety. The government shall inject into this separate fund an annual contribution equivalent to the value of the additional benefits accrued during the year. This contribution, which has been set at 0.224% of the pensionable salaries, shall be paid until such time as the discounted value of the contributions on January 1, 2000, at the rates of return generated by account 301 at the market value, is equal to \$325 million.

- 4- By each injecting \$325 million into the separate fund, RREGOP members and the government shall finance, in equal portions, the value of the additional benefits resulting from these amendments. However, the payment of benefits, including those assumed by the fund, shall be made under the terms and conditions of s. 130 of the Act respecting the Government and Public Employees Retirement Plan.

In order to ensure that subsequent transfers provided for in paragraph 5 are made in equal portions, the following initial transfers (value at January 1, 2000) shall be payable between now and December 31, 2000:

- for transferred service: a transfer from the separate fund to the consolidated fund of the value of the additional benefits ensuing from the amendments, namely \$10.6 million;
- for regular service: a transfer from the separate fund to account 309 (employer contributory fund) of 2/12 (7/12 - 5/12) of the value of the additional benefits ensuing from regular service before July 1, 1982, namely \$12.1 million.

Each of the initial transfers shall bear interest at the rate of return generated by account 301 at the market value between January 1, 2000, and the date of the transfer.

- 5- Once every three years, namely, on the date of each actuarial valuation prescribed in s. 174 of the Act respecting the Government and Public Employees Retirement Plan, a transfer shall be made from the separate fund to account 301 and account 309 of Fund 01 (employees' contribution fund for regular service under the RREGOP). The amount transferred to each of these two funds shall be equal to half ( $\frac{1}{2}$ ) of the actuarial value of the difference for pensioners during the last three (3) years between the pension paid according to the new terms and conditions and that which would have been paid under the former terms and conditions. The actuarial value of each of the differences shall be accrued at the rate of return generated by account 301 to the market value between the date of retirement of each of the pensioners in the last three (3) years and the date of transfer of the fund.

The transfers shall not apply to the benefits deriving from the initial transfers described in paragraph 4. The benefits deriving from the transferred service have already been regulated by the initial transfer of \$10.6 million, while those concerning the 2/12, before July 1982, were regulated by the initial transfer of \$12.1 million.

The actuarial value shall be determined on the basis of the assumptions of the most recent actuarial valuation prepared pursuant to s. 174 of the Act respecting the Government and Public Employees Retirement Plan, available at the time of the transfer (e.g. that of December 31, 1999, for the transfer to be carried out on December 31, 2002).

- 6- Where a rate of interest based on the market value is required for an incomplete calendar year, the rates based on the market value of the months released by the CDPQ on the date of the transfer of the fund shall apply; for the remaining period, the rate of interest of the most recent actuarial valuation prepared pursuant to s. 174 of the Act respecting the Government and Public Employees Retirement Plan for the calendar year concerned shall apply.
- 7- Where the total of the annual government contributions attains \$325 million (discounted value on January 1, 2000, according to the rates of return generated by account 301 at the market value), the government shall cease to contribute to the separate fund. The balance of the separate fund on that date shall then be transferred, in equal proportions, to account 301 and account 309 of Fund 01 (employees' contribution fund for regular service under the RREGOP).
- 8- As of the date on which the separate fund is liquidated, the additional benefits deriving from the new retirement requirements (60 years of age or 35 years of service) and the years of service credited for eligibility purposes accrued after that date shall be assumed in accordance with the provisions of the RREGOP.

## **7. GRADUAL RETIREMENT**

The parties shall mandate the RREGOP pension committee to set up an ad hoc committee composed of representatives of the Government and of the unions to pursue the work already begun with respect to gradual retirement, the results of which are contained in a report dated February 1993.

The committee shall re-examine and complete the portion of the study dealing with the working conditions of pensioners who would avail themselves of such a program and shall analyze the tax problems related to gradual retirement. Moreover, it shall analyze the amendments that must be made to the TPP, the CSSP and the RREGOP resulting from the implementation of a program concerning gradual retirement and progressive retirement and designed to simplify the pension plans.

While taking into account its available resources, the CARRA may be required to update certain data as determined by the committee. The pension committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the parties, if applicable.

## **8. RETURN TO WORK OF PENSIONERS**

The parties shall mandate the RREGOP pension committee representing bargainable employees to set up an ad hoc committee composed of representatives of the Government and the unions to:

- define rules for harmonizing the terms and conditions governing the return to work by pensioners under the RREGOP, the TPP and the CSSP so as to better inform members and pensioners, and to facilitate administration by the CARRA and employers;
- consider the possibility of introducing one or more measures designed to limit the return to work of those persons who have retired, subject to the terms and conditions to be agreed upon in accordance with the gradual retirement program.

The pension committee shall receive the report and recommendations of the ad hoc committee and shall submit them to the parties, if applicable.

## **9. NON-DISCRIMINATION WITH RESPECT TO FRINGE BENEFITS**

The parties shall mandate the RREGOP pension committee representing bargainable employees to set up an ad hoc committee composed of representatives of the Government and the unions, whose mandate shall be to make recommendations on non-discrimination with respect to fringe benefits based on the recommendations of the ad hoc committee's report on non-discrimination with respect to fringe benefits produced in April 1992.

Moreover, the parties agree that any amendment to the laws shall not have the effect of increasing the cost of the plans.

## **10. RIGHT OF REDEMPTION**

The parties shall mandate the RREGOP pension committee representing bargainable employees to review the terms and conditions of redemption such as the possibility of increasing rights, simplifying redemption rules and establishing reasonable rates.

## **11. AMENDMENTS TO THE PENSION PLANS**

Subject to the amendments prescribed herein, during the term of the agreement, no amendment to the RREGOP, the 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 reach an agreement to that effect.

In addition, no part of this letter of intent may be interpreted as an admission on the part of the parties of their respective expectations concerning the Government's obligations with respect to the RREGOP.

## SCHEDULE 1

### FORMULAS APPLICABLE TO THE REVALUATION OF CERTAIN YEARS OF SERVICE

#### **A- Initial benefit for a member opting for retirement before 65 years of age**

The total amount of the revaluation prescribed in section 3C shall be equal to the lesser of:

$$\text{Amount 1 : } (F \times N_L \times 2.0 \% \times TM) - CR_{RR}$$

$$\text{Amount 2 : } F \times N \times (1.1 \% \times TM + 230 \$)$$

The total amount shall be divided into two (2) parts:

1- The first part shall be a life annuity equal to the lesser of:

$$\text{Amount 3 : } [F \times N_L \times [(2.0 \% \times TM) - (0.7 \% \times \text{minimum}(TM, MPE))]] - CR_{RR}$$

$$\text{Amount 4 : } F \times N \times 1.1 \% \times TM$$

2- The second part shall be a benefit payable up to 65 years of age equal to the difference between the total of the revaluation (minimum between amounts 1 and 2) and the life annuity (minimum between amounts 3 and 4).

These amounts shall be determined at the time of retirement and indexed to the CPI - 3% as of that date.

#### **B- Initial benefit for a member opting for retirement after 65 years of age**

Only the life annuity shall be payable and shall correspond to the lesser of amounts 3 and 4.

Where:

N: Number of years of service giving entitlement to a revaluation  
(1.1% + \$230)

$N_L$ : Minimum between:

- N and
- 35 minus the number of years of service used for calculation purposes (regular, transferred, transfer agreements)

TM: Average salary for the calculation of a pension

- MPE: Average maximum pensionable earnings for the calculation of the pension integration
- CR<sub>RR</sub>: Pension credit payable taking into account the revaluation including surplus funds (redemptions and SPP) up to the retirement date and applicable actuarial reduction according to the provisions of the respective pension credits (where applicable). If it involves years of service recognized for eligibility purposes despite transfer to a LIRA, the pension credit attributed shall be determined according to the conditions prescribed in point D.
- F: 1 minus the % of actuarial reduction applicable to the basic pension

**C- Accrued benefits**

Notwithstanding the application of the preceding formulas, a member shall retain at least his/her pension benefits accrued under the pension credits without applying this revaluation.

**D- Application of formulas**

The formulas shall be applied collectively to all pension credits:

- those redeemed;
- those deriving from transfers of the SPP;
- those deriving from certain transfer agreements;
- those payable by an insurer and deriving from service credited for eligibility to the RREGOP (paid-up annuity certificate).

These formulas shall also be applied to the period or periods of maternity leave credited under the fourth paragraph of section 221.1 of the RREGOP as well as for the years of service credited for eligibility purposes, despite a transfer to a LIRA.

Moreover, the following elements must be taken into consideration:

- if the actuarial reduction is compensated in whole or in part, the compensation shall not be counted for purposes of applying the formulas;
- a paid-up annuity certificate should be payable as of the date of retirement and an actuarial reduction of six per cent (6%) per year for the period between that date and the pensioner's sixty-fifth (65<sup>th</sup>) birthday shall be applied. For the purposes of applying the formulas, the amount used shall be that indicated in the statement of contributions;
- in the case of years of service credited for eligibility purposes, regardless of a transfer to a LIRA, a value must be attributed to the pension credit payable as of a member's sixty-fifth (65<sup>th</sup>) birthday for the purposes of applying the formulas. The pension credit attributed shall correspond to the actuarial value equivalent to the balance accrued in the participant's LIRA on the date of the integration of the SPP with the RREGOP. To do this, a member must forward an attestation from the financial institution of the balance of the LIRA related to the SPP that could be transferred. The value of the attributed pension credit shall be calculated as follows:

$$\frac{((\text{balance of LIRA on date of integration}) \times (5))}{(\text{current value of an annual pension credit of \$10 payable monthly as of age 65 under Schedule V of the Act respecting the Government and Public Employees Retirement Plan according to the individual's age on the date of integration of the SPP with the RREGOP})}$$

The same revaluation rates shall be applied to the value of the pension credit attributed as to the credits of pension redemption between the date of integration and the participant's date of retirement.

Moreover, an actuarial reduction determined under the terms and conditions for the redemption of pension credits for the period between the date of retirement and the pensioner's sixty-fifth (65<sup>th</sup>) birthday shall apply to the pension credit attributed for the purposes of applying the formulas.

Lastly, if a member decides to defer the payment of his/her pension credit, the formulas shall be applied as if it were payable as of the date of retirement.

## **SCHEDULE II**

### **VOTING PROCEDURES FOR TPP AND CSSP MEMBERS**

The negotiating parties shall mandate the CARRA to hold a vote. On April 15, 2000, the CARRA shall forward ballots to TPP and CSSP members active as of January 1, 2000. The CARRA shall collect the ballots, compile the results in the presence of representatives of the negotiating parties and report to the RREGOP pension committee representing employees who may be unionized.

Ballots shall be numbered and differ in colour depending on whether an employee is a member of the TPP or the CSSP. A stamped return envelope the same colour as the ballot shall also be included.

A separate vote shall be held for each plan.

Members shall receive information from the unions, associations of management staff or departments of human resources if the employees are not unionized.

The CARRA must refer an employee requesting information to his/her union, association of management staff or human resources department if the employee is not unionized.

The results of the votes must be made known before May 15, 2000.

The CARRA shall inform the members of the TPP and the CSSP of the results of the votes.



**APPENDIX V-14**

**LETTER OF AGREEMENT RESPECTING THE TERMS AND CONDITIONS APPLICABLE TO PROFESSORS ON AVAILABILITY IN THE SUBJECT RELATED TO THE SPECIFIC TRAINING IN A CLOSED PROGRAM OTHER THAN A CLOSED UNIQUE PROGRAM IN THE COLLEGE'S ZONE WHO ARE RELOCATED IN ACCORDANCE WITH CLAUSES 5-4.07 AND 5-4.17 A)**

For the fall 2006 semester, the stipulations of the collective agreement are modified as follows:

01. The following paragraph is added to paragraph F) of clause 5-4.07:

A professor who is placed on availability in the subject related to the specific training of a closed program, other than a closed unique program in the college's zone, covered by paragraph E) of clause 5-4.07, to whom the placement office offers a position in his/her subject in a college in another sector, shall accept the position but shall not be obliged to occupy it until the winter 2007 semester.

02. The FEC (CSQ), the Ministère and the Fédération des cégeps agree to set up an ad hoc committee to examine the situation of professors covered by the preceding paragraph or who might be in the future and, if applicable, to make recommendations to the parties no later than November 1, 2006.

03. The FEQ (CSQ), the Ministère and the Fédération des cégeps shall assign representatives, at their expense, for the duration of the mandate of the ad hoc committee.

04. The ad hoc committee shall determine its operating rules.

**APPENDIX VI-1**  
**SALARY SCALES**

**TABLE A**

**FULL-TIME OR PART-TIME PROFESSOR (ANNUAL RATES)**

---

<b>Step<sup>1</sup></b>	<b>Up to 2006-08-14</b>	<b>2006-08-15 to 2007-07-19</b>	<b>2007-07-20 to 2008-06-23</b>	<b>2008-06-24 to 2009-05-31</b>	<b>As of 2009-06-01</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. The professor is awarded the step corresponding to his/her experience, plus:
  - 2 steps for a professor whose schooling is evaluated at 17 years;
  - 4 steps for a professor whose schooling is evaluated at 18 years;
  - 6 steps for a professor whose schooling is evaluated at 19 years;
  - 8 steps for a professor whose schooling is evaluated at 19 years or more, with a doctorate.
2. Step 18 is accessible to professors who hold a Master's degree in the subject taught or in a related subject useful to the subject indicated in their contract.
3. Steps 18, 19 and 20 are accessible to professors with 19 years of schooling or more and a doctorate.

**APPENDIX VI-1 (cont'd)**

**SALARY SCALES**

**TABLE B**

**Hourly rates for hourly paid professors**

---

<b><u>Period</u></b>	<b><u>16 years or less</u></b>	<b><u>17 and 18 years</u></b>	<b><u>19 years or more</u></b>
<b>Until June 14, 2006</b>	\$54.75	\$63.45	\$76.12
<b>June 15, 2006 to May 20, 2007</b>	\$55.85	\$64.72	\$77.64
<b>May 21, 2007 to April 23, 2008</b>	\$56.97	\$66.01	\$79.19
<b>April 24, 2008 to March 31, 2009</b>	\$58.11	\$67.33	\$80.77
<b>As of April 1, 2009</b>	\$59.27	\$68.68	\$82.39

The term "year" corresponds to a year of schooling in accordance with the collective agreement.

**APPENDIX VI-2**

**SALARY STRUCTURE AND SALARY SCALES**

The basic salary structure for CEGEP professors is the same as that for school board teachers and includes an additional three (3) steps. Step 18 is accessible to professors who hold a Master's degree in the subject taught or in a related subject useful to the subject indicated in their contract. Steps 18, 19 and 20 are accessible to professors with 19 years of schooling or more and a doctorate.

Thus, subject to the application of the salary parameters, any salary increase shall apply to all steps on the scale unless it involves a specific adjustment of the salary scale affecting step 17, in which case steps 18 and 19 shall be adjusted in order to ensure a constant difference between steps 17 and 20, it being understood that, in this context, step 20 shall remain the same.

**APPENDIX VIII-1**

**DETERMINING INDIVIDUAL TEACHING LOAD**

**1.0 CALCULATION OF INDIVIDUAL TEACHING LOAD FOR ONE SEMESTER**

**a) Definition**

The individual teaching load (CI) for any given semester shall be calculated on the basis of the following formula:

$$CI = CI_p + CI_s + CI_d + CI_L + CI_m$$

where

$CI_p$  is the individual teaching load (CI), comprising classroom and laboratory teaching as well as fieldwork supervision for which no  $Ne_{jk}$  exists;

$CI_s$  is the individual teaching load (CI), made up of fieldwork supervision for which an  $Ne_{jk}$  exists;

$CI_d$  is an individual teaching load (CI), made up of the time spent travelling between teaching areas;

$CI_L$  is the individual teaching load (CI), comprising leave;

$CI_m$  is the individual teaching load (CI), related to activities defined in clause 5-4.07 J) or in clause 5-4.22.

**b) Calculating the  $CI_p$**

The calculation of the individual teaching load comprising classroom and laboratory teaching as well as fieldwork supervision without an  $Ne_{jk}$ , for a given semester, shall be done using the following parameters:

HC: The number of course periods per week assigned to a professor. This number is obtained by dividing the number of course periods assigned to a professor during one (1) semester by fifteen (15);

HP: The hours of preparation, that is, the number of periods in different courses per week assigned to a professor. This number is obtained by dividing the number of periods in different courses per week assigned to a professor during one (1) semester by fifteen (15);

$N_1, N_2, \dots$ : 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 and every course assigned to a professor for one week, except for courses where the weighted time-distribution is less than three (3), where NES = 0.

For the purposes of this definition, the expression "weighted time-distribution" shall mean the total number of teaching periods per week, as defined by the College, used to give theoretical instruction, laboratory or workshop instruction and fieldwork.

The calculation of the individual teaching load comprising classroom and laboratory teaching as well as fieldwork supervision without  $Ne_{jk}$ , for a given semester, shall be done 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 0.9 used to multiply the HP parameter in the calculation of the individual teaching load comprising classroom and laboratory teaching as well as fieldwork supervision without an  $Ne_{jk}$  ( $Cl_p$ ) shall be replaced by the factor 1.1 in the case where a professor teaches three (3) different courses per week during the course of the same semester and by the factor 1.3 if the professor teaches four (4) different courses or more per week during the course of the same semester.

**c) Calculating the  $CI_s$**

The calculation of the individual teaching load made up of fieldwork supervision with  $Ne_{jk}$ , for a given semester, shall be done as follows:

$$CI_s = \left[ \sum_{j,k} \frac{N_{ijkl}}{Ne_{jk}} \right] \times 40 \times 0.89 \times R$$

where

$N_{ijkl}$  is the number of students registered for the professor's fieldwork;

$Ne_{jk}$  is the student/professor ratio in the fieldwork under a professor's supervision;

$R$  is the ratio between the number of weeks of fieldwork assumed by the professor and the fieldwork's official duration.

NB:

i) If only one (1) professor teaches the total number of weeks set for fieldwork,  $R = 1$ ;

ii) If more than one (1) professor assumes the entire teaching of particular fieldwork,  $\sum R = 1$ .

**d) Calculating the  $CI_d$**

The calculation of the individual workload made up of the time spent travelling between teaching areas for a given semester shall be done as follows:

$$CI_d = K \times \frac{D}{V} \times \frac{1}{15}$$

where

$K$  is the conversion parameter of hours into CI units; the accepted value for this parameter shall be 0.5;

$D$  is the total distance covered for one particular means of travel during a given semester;

$V$  is the accepted average speed for the particular means of travel.

NB:

- 1) Two types of travel have been considered: one defined as "slow" and the other as "fast":

Average speed of "slow" travel: 30 km/hr;

Average speed of "fast" travel: 80 km/hr;

- 2) The type of travel taken into account in the calculation of the  $CI_d$  shall meet one of the following conditions:
  - I) travelling required due to the physical layout of the College (the existence of campuses, buildings and teaching areas outside the College's main campus);
  - II) travelling required by the supervision of fieldwork in nursing or by the supervision of fieldwork for which a student/professor ratio ( $Ne_{jk}$ ) has been determined.
- 3) Travelling done during class periods resulting in a reduction in actual teaching time shall not be taken into account in the calculation of the  $CI_d$ .
- 4) The application of this paragraph shall be submitted to the Union under the terms provided for in the collective agreement.

**e) Calculating the  $CI_L$**

The calculation of the individual teaching load comprising leave for a given semester shall be done as follows:

$$CI_L = L \times 40$$

where

L is the fraction of the individual teaching load comprising leave.

**f) Calculating the  $CI_m$**

The calculation of the individual teaching load related to activities defined in clause 5-4.07 J), or in clause 5-4.22, for a given semester, shall be done as follows:

$$CI_m = M \times 40$$

where

M is the percentage of assignation



**g) Reference date for the purpose of calculating the CI**

A professor's individual teaching load shall be calculated on the basis of student course enrolments as of the twenty-first (21<sup>st</sup>) day of a given semester.

**2.0 AVERAGE YEARLY TEACHING LOAD**

A professor's average weekly yearly teaching load for a given year shall be:

$$\overline{CI} = 0.5 (CI_1 + CI_2)$$

where

1 and 2 represent respectively the first (1<sup>st</sup>) and the second (2<sup>nd</sup>) semester of the same contract year.

**3.0 TOTAL TEACHING LOAD**

A professor's total teaching load for a given year shall be:

$$CI_t = CI_1 + CI_2$$

**APPENDIX VIII-2**

**ALLOCATION FOR EACH TYPE OF WORKLOAD**

<b>COLLEGE OR CAMPUS</b>	<b>A</b>	<b>B</b>	<b>C</b>
	<b>TYPE 1</b>	<b>TYPE 2</b>	<b>8-4.05</b>
Bois-de-Boulogne	3.76	4.78	1.83
Champlain: Lennoxville	3.43	3.84	1.09
Drummondville	3.37	5.03	2.30
Gérald-Godin	2.47	3.50	0.98
Matane	4.28	5.77	1.69
Matane - Amqui	0.00	0.10	0.10
Ste-Foy	6.00	14.25	5.37
Victoriaville	3.47	5.46	1.64
Victoriaville - l'École nationale du meuble et de l'ébénisterie (Montréal)	0.00	0.95 <sup>1</sup>	0.00

---

1 This number is reserved for departmental coordination.

**APPENDIX VIII-3**

**LETTER OF AGREEMENT ON GUARANTEES**

The Ministère guarantees that the financial procedures used in determining the number of full-time professors or the equivalent, when applied to 1998-1999 course and program enrolment, as the case may be, shall generate, for all types of teaching duties provided for in clause 8-4.02<sup>1</sup>, throughout the colleges and campuses, no less than (11 579.56) full-time professors or the equivalent.

Furthermore, the Ministère shall provide the FEC (CSQ) with the available and relevant data allowing it to verify if the Ministère has allocated to the colleges and campuses subject to program modifications or implementation or included in network developments, the necessary supplementary resources needed to prevent these modifications, implementations or developments from increasing the professors' workload.

Should these verifications show that all necessary resources have not been allocated, the missing resources shall be allocated for the following teaching year.

---

<sup>1</sup> Clause 8-5.02 in the case of the FNEEQ (CSN) and the FAC.

**APPENDIX VIII-4**

**TEACHING LOADS IN CONTINUING EDUCATION**

1. Teaching loads in continuing education shall be apportioned as follows:

<u>College</u>	A	B
Bois-de-Boulogne	5.00	8.18
Champlain: Lennoxville Campus	2.00	2.64
Drummondville	3.00	2.95
Gérald-Godin	1.00	1.42
Matane	2.00	2.28
Sainte-Foy	7.00	7.82
Victoriaville	2.00	3.41

2. These teaching loads shall be granted in accordance with clause 8-6.03. However, as for those teaching loads in Column B, this clause's priorities shall be replaced by the following:

a non-tenured professor who has had prior teaching duties in continuing education at the College, for a teaching load in his/her subject, for the year following the termination of his/her contract, subject to difficulties of a pedagogical nature, if he/she has applied in writing within the deadlines provided for in the collective agreement.

The evaluation of a teaching load for professors holding one of these teaching loads shall be done in accordance with Appendix VIII-1.

3. These teaching loads shall not serve to bring about the granting of tenure, subject to clauses 5-2.06 and 5-2.07, nor allow for the professor so assigned to shirk his/her obligations as stipulated under article 5-4.00 nor to establish new priorities or modify the hiring sequence provided for in clauses 5-4.17, 8-6.03 and 8-7.01.
4. The professor assigned to one of these teaching loads shall benefit, insofar as the collective agreement allows and if so in the precise way it is allowed, from all rights and benefits to which he/she is entitled during a normal teaching year, unless there are specific provisions to the contrary in this appendix.

5. Following an agreement between the parties, the teaching loads in Column A may be subdivided or used in other ways. In such a case, each full-time teaching load shall have a value of 0.46 FTE. If an agreement is reached between the parties, each teaching load may be converted to a cash value of twenty-six thousand five hundred fifty dollars (\$26 550) in 1999-2000. This amount shall be revised in the same proportion and at the same time as the salary scales in Appendix VI-1.
6. The teaching loads in Column B may also be subdivided into part-time duties. In addition, they may also be converted to a cash value (forty-six per cent [46%] of the average salary) in particular for the purposes of paying a lump sum to an hourly paid professor who, at the College's request, participates in a meeting called by the College. Participation in such a meeting shall confer no rights or benefits on the hourly paid professor.
7. Any allocation granted for a given year shall be used during that same year. However, following an agreement between the parties, these teaching loads may be transferred to a subsequent year.

**APPENDIX VIII-5**

**SPECIAL PROVISIONS APPLICABLE TO PROFESSORS  
EMPLOYED BY THE COLLÈGE DE MATANE**

The provincial parties agree to the following:

1. In the case of a subject for which the Collège de Matane has only one (1) tenured professor on availability in its employ, this professor shall not be subject to relocation within the sector under the terms of article 5-4.00 if the allocation for this particular subject, in full-time-equivalence, is at least equal to 0.60.
2. The preceding provision shall not apply in the case of a specialized subject given in a program of studies that the College has already decided to terminate.

**APPENDIX VIII-6**

**APPENDIX RESPECTING COLLÈGE GÉRALD-GODIN**

Clause 8-3.02 shall apply to Collège Gérald-Godin with the necessary adaptations with respect to the organization of work provided for in article 4-1.00, for the duration of the agreement between Collège Gérald-Godin and the Syndicat des professeurs du Collège Gérald-Godin respecting the creation of teaching departments based on the programs of study.

**APPENDIX VIII-7**

**APPENDIX RESPECTING THE NEW MODELS OF TEACHING ORGANIZATION**

01. After consulting the Commission des études and the departments involved and after having submitted the question to the Union in accordance with the procedure provided for in the collective agreement, the College may field-test new models of teaching organization using information and communications technologies (ICT), in particular televised teaching, in order to improve access to college education.
02. At the request of one or the other of the parties, the provincial parties shall meet to discuss the difficulties involved in applying the collective agreement, in particular the allocation of resources and the calculation of the individual teaching load.
03. The provincial parties shall set up a committee to study the impact of the field-tests of new models of teaching organization on the organization of work and, if applicable, make useful recommendations.



**APPENDIX IX-1**

**GRIEVANCE FORM**

Grievance no.

FÉDÉRATION DES ENSEIGNANTES ET ENSEIGNANTS DE CÉGEP (CSQ)

Name of union:

Date on which the grievance was filed:

Surname and given name of professor making the complaint:  
  
Home address:  
  
Tel. (home):  
Tel. (college):

Name of college:  
  
Address:

Grievance submitted to the director general or his/her representative (name):  
  
Article(s) involved:  
  
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 professor making the complaint or of union delegate:

Copies:            1. College                      2. Union                      3. FEC (CSQ)                      4. Professor

**APPENDIX IX-2**

**FORM FOR SUBMITTING A GRIEVANCE TO ARBITRATION**  
**FÉDÉRATION DES ENSEIGNANTES ET ENSEIGNANTS DE CÉGEP (CSQ)**

Notice to the chief arbitrator \_\_\_\_\_

Notice is given in accordance with the provisions of Chapter 9-0.00 of the collective agreement concluded between the provincial parties:

Nature of grievance:             Union             Group             Individual

Name(s) of the plaintiff(s) or their  
general designation: \_\_\_\_\_  
\_\_\_\_\_

Description of grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Corrective measures required: \_\_\_\_\_  
\_\_\_\_\_

This arbitration concerns grievance no.: \_\_\_\_\_

Submitted for the first time on: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
professor making the complaint or union  
representative

- Copies to:
1. Records office of the arbitration boards for the education sector
  2. College
  3. FEC (CSQ)
  4. Professor or union representative

**APPENDIX IX-3**

**INTERIM MEASURES PERTAINING TO GRIEVANCES AND COMPLAINTS**

Grievances and complaints filed in compliance with the provisions and in accordance with the time limits provided for in a collective agreement or order-in-council prior to this collective agreement and which have not been entered on the arbitration roll by the provincial parties shall be heard in accordance with the provisions and due process provided for therein, except for the following:

1. The arbitration board shall be made up of a single arbitrator or of an arbitrator with two (2) assessors, in conformity with this collective agreement.
2. The arbitrators designated in this collective agreement shall be competent to hear the above grievances and complaints.
3. The parties may also have recourse to the provisions of article 9-3.00.

For the purposes of this appendix and subject to the three (3) above exceptions, the provisions included in prior collective agreements shall be maintained.

**APPENDIX IX-4**

**APPENDIX RELATING TO IMPROVEMENT IN ARBITRATION**

No later than May 1, 2006, the provincial parties agree to examine the possibility of improving the arbitration system.

**APPENDIX X-1**

**INTERIM MEASURES**

01. In the case of part-time professors, the provisions of clause 5-1.04, paragraph a), subparagraphs 2 and 3 shall apply starting with the 2006-2007 teaching year.
02. The amounts provided for in clauses 7-1.01 and 7-1.02 of the collective agreement shall apply starting with the 2006-2007 teaching year.
03. For the 2005-2006 teaching year, an amount of twelve dollars and fifty cents (\$12.50) per full-time professor or the equivalent shall be added to the amount provided for in clause 7-1.01 of the 2000-2003 collective agreement.
04. For the 2005-2006 teaching year, an amount of two dollars and fifty cents (\$2.50) per full-time professor or the equivalent shall be added to the amount provided for in clause 7-1.02 of the 2000-2003 collective agreement.
05. The second (2<sup>nd</sup>) subparagraph of paragraph a) and paragraph b) of clause 8-4.04 shall apply as of the 2006-2007 teaching year.
06. The resources allocated in Column B (Type 2) of Appendix VIII-2 shall apply as of the 2006-2007 teaching year.
07. The resources allocated in Column C (8-4.05) of Appendix VIII-2 shall apply as of the 2006-2007 teaching year.
08. The teaching loads allocated in Column B of Appendix VIII-4 shall apply as of the 2006-2007 teaching year.
09. When a unique program in the College's zone was closed in a contract year prior to 2005-2006, paragraph L) of clause 5-4.07 shall apply, replacing in the first (1<sup>st</sup>) paragraph the expression "no later than June 1 of the contract year in which the program was closed" by "no later than June 1, 2006."

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

10. For the year 2000-2001, the date of March 15 provided for in clause 5-16.04 shall be replaced by the date of April 30, 2000, concerning a non-tenured professor's request for half-time leave, as covered by article 5-16.00.

**APPENDIX XII-1**

**EMPLOYMENT CONTRACT**

The following provisions are subject to the application of section 59 of Bill 37, unless otherwise agreed upon by the local parties.

**Employment Contract**

\_\_\_\_\_ (name of CEGEP)

having its head office at: \_\_\_\_\_

retains the services of: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Social insurance number: \_\_\_\_\_

- As a:**
- Full-time professor
    - Available position
    - Assignable workload
      - Clause 1-2.15
      - Substitute professor\*
  - Part-time professor
  - Hourly paid professor

**Teaching Load**

- a) The College retains the professor's services for the following subject or subjects:  
\_\_\_\_\_
- 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 agreed upon between the College and the Union 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**

The present contract is valid from \_\_\_\_\_ to \_\_\_\_\_

**Special provisions**

\* The substitute professor is replacing:

\_\_\_\_\_  
(name(s) of the professor or professors replaced)

Others: \_\_\_\_\_

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_.

**Signature**

\_\_\_\_\_  
For the College

\_\_\_\_\_  
Professor

**APPENDIX XII-2**

**LETTER OF AGREEMENT PERTAINING TO SENIORITY AND GRIEVANCES  
AND ARBITRATION**

For the purposes of applying the agreement reached on September 5, 1989, between the Fédération des cégeps and the Fédération des enseignantes et enseignants de Cégep (FEC (CEQ<sup>1</sup>)), the College and the Union agree to 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 in effect until then, in accordance with Schedule A, I - College Sector a) with regard to teaching personnel:

- 11<sup>e</sup> Seniority (subject to calculations for the purposes of relocation) shall be abrogated and replaced mutatis mutandis by the provisions agreed upon at the provincial level between the FEC (CSQ) and the CPNC.
- 22<sup>e</sup> Grievances and Arbitration (bearing solely on matters negotiated at the local level) shall be abrogated and replaced by the provisions agreed upon at the provincial level between the FEC (CSQ) and the CPNC.

---

<sup>1</sup> The FEC (CEQ) has become the FEC (CSQ).