

**AGREEMENT REACHED BETWEEN**

**ON THE ONE HAND:**

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

**AND**

**ON THE OTHER HAND:**

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

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

Produced by the Comité patronal  
de négociation des collèges (CPNC)  
Fourth quarter, 2021

## **LIST OF ACRONYMS**

AIAOD	- Act respecting industrial accidents and occupational diseases
CPNC	- Comité patronal de négociation des collègues
CQLR	- Compilation of Québec Laws and Regulations. CQLR has replaced RSQ (Revised Statutes of Québec) following the coming into effect of the new Policy concerning the Compilation of Québec Laws and Regulations which has created a new method for citing laws.
CSQ	- Centrale des syndicats du Québec
CSSP	- Civil Service Superannuation Plan
CNESST	- Commission des normes, de l'équité, de la santé et de la sécurité du travail. CNESST regroups the Commission de l'équité salariale (CÉS), the Commission des normes du travail (CNT), and the Commission de la santé et de la sécurité du travail (CSST)
CVC	- Crime Victims Compensation
EIP	- Employment Insurance Plan
ESDC	- Employment and Social Development Canada
FTE	- Full-time equivalent
FPSES	- Fédération du personnel de soutien de l'enseignement supérieur
QPIP	- Québec Parental Insurance Plan
LRC	- Labour Relations Committee
QPP	- Québec Pension Plan
RAAQ	- Régime d'assurance automobile du Québec
RREGOP	- Government and Public Employees Retirement Plan
SAAQ	- Société de l'assurance automobile du Québec
TAT	- Tribunal administratif du travail. TAT regroups the Commission des relations du travail and the Commission des lésions professionnelles (CLP)
TPP	- Teachers' Pension Plan

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## **CHAPTER 1 - DEFINITIONS**

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

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

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

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

Centrale des syndicats du Québec (CSQ).

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

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

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

The General and Vocational College (CEGEP) created by virtue of the General and Vocational Colleges Act (CQLR, chapter C-29) with its corporate seat in \_\_\_\_\_.

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

Persons:

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

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

This collective agreement.

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

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

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

The Fédération des cégeps.

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

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

**1-1.10 FPSES**

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

**1-1.11 Government**

Government of Quebec.

**1-1.12 Grievance**

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

**1-1.13 Working Days**

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

**1-1.14 Ministère**

The Ministère de l'Enseignement supérieur.

**1-1.15 Transfer**

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

**1-1.16 The Parties**

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

**1-1.17 National Employer Party**

The employer party as defined in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

**1-1.18 National Union Party**

The union party as defined in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

**1-1.19 Employee**

Any person covered by the document of certification.

**1-1.20 Full-time Employee**

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

**1-1.21 Part-time Employee**

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

**1-1.22 Student Employee**

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

**1-1.23 Occasional Employee**

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

Unless otherwise agreed upon with the Union, if the function generated by an increase in workload or an unforeseen event exceeds a period of ninety (90) days worked or the equivalent in hours worked for classes of employment set out in Appendix "2" (six hundred thirty (630) hours) or for classes of employment set out in Appendix "3" (six hundred ninety-seven (697) hours and thirty (30) minutes), per contractual year, the occasional employee shall be remunerated at the regular salary rate increased by a hundred per cent (100%) as of the ninety-first (91<sup>st</sup>) day.

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

**1-1.24 Regular Employee**

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

**1-1.25 Employee in Probation Period**

Full-time or part-time employee who has not completed the probation period set out in clause 5-1.10.

**1-1.26 Substitute Employee**

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

**1-1.27 Classification Plan**

Document issued by the national employer party, that is to say the *Classification Plan for the Support Personnel of the General and Vocational Colleges* (2012 Edition and all subsequent amendments) as it appears in Appendix "15".

**1-1.28 Specific Project**

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

or

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

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

Unless otherwise agreed upon by the parties, if the College decides to continue the project beyond the third (3<sup>rd</sup>) year, it must comply with the procedure provided for in clause 5-2.01

or 5-2.02. Failing that, the College shall pay the employee concerned the double-time salary rate as of the first (1<sup>st</sup>) day that exceeds the maximum three (3) year period.

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

### **1-1.29 Promotion**

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

### **1-1.30 Demotion**

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

### **1-1.31 Union**

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

### **1-1.32 Salary**

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

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

### **1-2.01**

This agreement has the following objectives:

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

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

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

#### **2-1.01**

The College shall recognize the Union as the only representative and agent of the employees subject to the union certification issued by virtue of the Labour Code (CQLR, chapter C-27) for the purposes of the application of the collective agreement.

#### **2-1.02**

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

#### **2-1.03**

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

### **Modification of working conditions**

#### **2-1.04**

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

#### **2-1.05**

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

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

#### **2-2.01**

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

#### **2-2.02**

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

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

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

### **2-2.03**

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

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

### **2-2.04**

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

### **2-2.05**

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

### **2-2.06**

Within six (6) months of signing of the collective agreement, the national union party submits its requests for modifications or for creations of classes of employment.

The CPNC then proceeds to review:

- The Classification Plan for Support Personnel, 2012 Edition, as provided for in clause 6-5.05;
- The List of Legal and Prescribed Qualifications required for certain classes of employment included in the Classification Plan for Support Personnel, 2012 Edition.

The work provided for in this clause ends upon expiry of this collective agreement.

### **2-2.07**

Six (6) months before the expiry of the collective agreement, the national parties shall study the reports of the training activities carried out under article 8-4.00 and the amounts spent on skills development by the local parties. The national parties shall note whether the sums earmarked for skills development have not been used, in which case

they shall identify the issues encountered by the local parties and propose solutions, if applicable.

### **2-2.08**

The national parties mandate the local parties to implement a pilot project, effective April 1, 2021 through March 31, 2023, to provide for a Workplace Health and Wellness Program for support personnel.

The program aims to foster the well-being of employees and to promote healthy lifestyle habits. The program also aims to develop physical, sports or cultural activities that meet the needs of employees and to provide financial support to employees to participate in these activities from the annual amounts allocated to this pilot project.

The amounts available for this program shall be \$68,000 for the period of April 1, 2021 to March 31, 2022 and \$68,000 for the period of April 1, 2022 to March 31, 2023. Unused funds from the period of April 1, 2021 to March 31, 2022 may be carried over to the period of April 1, 2022 to March 31, 2023, but may not be carried over beyond March 31, 2023.

These non-recurring amounts are distributed equitably according to the number of full-time equivalent employees (FTEs) of the colleges affiliated with the FPSES-CSQ and are intended for the support personnel of these colleges.

The local parties shall establish a parity committee on occupational health and wellness for the implementation and application of the program. A report on the activities and the amounts spent is made by the committee at the end of each year.

Six (6) months prior to the expiry of the collective agreement, the local committees shall produce for the national parties a report on the activities and the amounts spent and shall issue recommendations in this regard.

The distribution of the amounts is provided for in Appendix "32".

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

### **2-3.01**

The agreement shall apply to the College's support personnel, employees as defined in the Labour Code (CQLR, chapter C-27), covered by the document of certification issued to this effect.

**2-3.02**

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

**2-3.03**

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

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

**2-3.04**

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

- 2-4.00 - Contracting out
- 3-3.00 - Releases for Local Union Affairs, with the exception of clause 3-3.01, if there is a local agreement between the parties, and paragraphs d), e), f) and g) of clause 3-3.03
- 3-4.00 - Releases for National Union Affairs
- 5-1.00 - Engagement, with the exception of clauses 5-1.01 to 5-1.09 and 5-1.12 to 5-1.16
- 5-2.00 - Movement of Personnel, with the exception of clause 5-2.08
- 5-3.00 - Seniority
- 5-4.00 - Elimination of a Position Having an Incumbent
- 5-5.00 - Employment Priority and Engagement Priority
- 5-6.00 - Employment Security
- 5-7.00 - Placement Office
- 5-8.00 - Disciplinary Measures
- 5-10.00 - Provisional assignment of an employee to another category of personnel
- 5-11.00 - Loan of Service
- 6-8.00 - Credit Union
- 7-6.00 - Annual Holidays Quanta
- 7-7.00 - Annual Holidays
- 7-10.00 - Leave of Absence Without Pay
- 7-13.00 - Handicapped Employee
- 7-14.00 - Life, Health, and Salary Insurance Plans
- 7-15.00 - Leave of Absence for a Public Office
- 7-17.00 - Sabbatical Leave Plan with Deferred or Anticipated Salary
- 7-18.00 - Gradual Retirement
- 8-1.00 - General Provisions
- 8-2.00 - Local Training and Professional Development
- 8-3.00 - Amount Allocated for Training and Professional Development
- 8-4.00 - Skills Development

In addition to that, an employee who has occupied occasional or substitute jobs for a length of time equivalent to one hundred and thirty (130) days worked or paid for:

- between their first hiring date at the College and the beginning of the posting,
- or
- between their reemployment date following a period of interruption of twelve (12) consecutive months or more of their employment bond and the beginning of the posting,

benefits from the priority order provided for in paragraphs 3. of clauses 5-1.15 b) and 5-1.16 b) and in paragraph 9. of clause 5-2.09. Nevertheless, the College may take away the benefit provided for by this paragraph by giving the employee a written motivation, with copy to the Union.

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

Notwithstanding the first paragraph of this clause, an occasional or substitute employee:

- who has less than three (3) months of continuous service, shall also be entitled to eight percent (8%) of the gross salary earned for purposes of vacation with pay. In addition, this employee shall be entitled to four percent (4%) of the gross salary earned for purposes of insurance.
- whose period of continuous service is from three (3) months to less than six (6) months, shall benefit from article 7-14.00 of the agreement and shall also be entitled to eight percent (8%) of the gross salary earned for purposes of vacation with pay.
- An employee who has completed six (6) months or more of continuous service shall benefit from articles 7-6.00, 7-7.00, 7-14.00, 8-1.00, 8-3.00 and 8-4.00 of the agreement.

### **2-3.05**

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

- |         |  |
|---------|--|
| 2-3.00  | - Field of application, with the exception of clauses 2-3.01 to 2-3.04 |
| 2-6.00  | - Non-Discrimination   |
| 2-7.00  | - Sexual Harassment and Sexual Violence                                |
| 2-8.00  | - Violence and Psychological Harassment                                |
| 3-2.00  | - Union Dues   |
| 4-1.00  | - Information, with the exception of clauses 4-1.01 to 4-1.06          |
| 6-7.00  | - Remuneration, with the exception of clauses 6-7.06 to 6-7.09         |
| 6-9.00  | - Modes of Payment of Salary   |
| 7-8.00  | - Hygiene and Safety   |
| 7-11.00 | - Civil Responsibility   |

- 9-1.00 - Grievance Procedure
- 9-2.00 - Arbitration Procedure
- 10-5.00 - Duration of the Collective Agreement
- Appendix "4" - Salary Rates for the Student Employee
- Appendix "28" - Back Pay

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

### **Article 2-4.00 - Contracting Out**

#### **2-4.01**

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

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

#### **2-4.02**

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

#### **2-4.03**

The College shall consult the L.R.C. before granting continuous outside contracts of a duration of three (3) months or more. However, the contracts already granted at the date of signing of the collective agreement, their renewal and the contracts granted for the construction of buildings are excluded from that process. The contracts granted for renovation are excluded from that process if there are no employees of the College in the employment class concerned.

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

#### **2-5.01**

In the case of:

- the closing down of a College instituted under the General and Vocational Colleges Act (CQLR, chapter C-29);
- the amalgamation of colleges;
- the transformation of a college into a component of a regional college;

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

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

### **Amalgamation of services**

#### **2-5.02**

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

#### **2-5.03**

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

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

#### **2-6.01**

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

#### **2-6.02**

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

- race;
- colour;
- age, except to the extent provided for by the Law;
- sex;
- gender identity or expression;
- sexual orientation;
- marital status;
- pregnancy;
- religious beliefs;
- political opinions;
- language;
- ethnic or national background;
- social condition, or
- handicap or the means by which they try to overcome this handicap.

## **Article 2-7.00 - Sexual Harassment and Sexual Violence**

### **2-7.01**

Sexual harassment in the workplace consists of any vexatious behaviour of sexual nature in the form of repeated conduct, verbal comments, actions or gestures, that are hostile or unwanted, that affects an employee's dignity or psychological or physical integrity and that results in a harmful work environment for the employee.

### **2-7.02**

The concept of sexual violence<sup>1</sup> refers to any form of violence committed through sexual practices or by targeting sexuality, including sexual assault.

It also refers to any other misconduct, including that relating to sexual and gender diversity, in such forms as unwanted direct or indirect gestures, comments, behaviours or attitudes with sexual connotations, including by a technological means.

### **2-7.03**

The College and the Union recognize that sexual harassment and sexual violence constitutes reprehensible acts and shall strive to eliminate these acts.

### **2-7.04**

The College shall establish a standing committee, composed of students, officers, and members of each category of personnel, to develop, revise, and monitor the policy to prevent and fight sexual violence<sup>2</sup>. The Union shall be consulted in the development or revision of the policy.

### **2-7.05**

Any employee who believes themselves to be a victim of sexual harassment or sexual violence may, on their own or through their Union, lodge a complaint with the College.

Any employee who wishes to lodge a sexual harassment complaint may proceed in accordance with article 2-7.00 or 2-8.00 herein.

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

### **2-8.01**

The College and the Union recognize that violence and psychological harassment are reprehensible acts and shall strive to eliminate these acts.

### **2-8.02**

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

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<sup>1</sup> Article 1 of the Act to prevent and fight sexual violence in higher education institutions (CQLR, chapter P-22.1).

<sup>2</sup> Article 3 of the Act to prevent and fight sexual violence in higher education institutions (CQLR, chapter P-22.1).

**2-8.03**

Violence in the workplace consists of acts or threats from a person or group of persons which compromises, whether intentionally or not, the psychological or physical integrity or security of an employee or group of employees.

**2-8.04**

Psychological harassment<sup>1</sup> consists of vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee's dignity or the psychological or physical integrity and that results in a harmful work environment for the employee. For greater certainty, psychological harassment includes such behavior in the form of such verbal comments, actions or gestures of a sexual nature.

A single serious incidence of such behaviour that has a lasting harmful effect on an employee may also constitute psychological harassment.

**2-8.05**

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

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

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

**2-8.06**

The parties may agree to refer the mandate provided for in clause 2-8.05 to another committee.

**2-8.07**

Any employee who believes themselves to be a victim of violence or psychological harassment may, on their own or through their Union, lodge a complaint to the College.

Any employee who wishes to lodge a sexual harassment complaint may proceed in accordance with article 2-7.00 or 2-8.00 herein.

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<sup>1</sup> Article 81.18 of the Act respecting labour standards (CQLR, chapter N-1.1).

**Article 2-9.00 - Equal Opportunity to Employment****Local advisory committee on equal opportunity to employment****2-9.01**

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

**2-9.02**

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

**2-9.03**

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

## **CHAPTER 3 - UNION RIGHTS**

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

#### **3-1.01**

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

#### **3-1.02**

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

#### **3-1.03**

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

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

#### **3-2.01**

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

#### **3-2.02**

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

#### **3-2.03**

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

#### **3-2.04**

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

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

### **3-2.05**

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

### **3-2.06**

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

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

### **3-3.01**

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

Notwithstanding the preceding paragraph, all members of the executive may meet during working hours for the equivalent of one (1) hour per two (2) weeks, unless a more advantageous prior arrangement has been established, in which case the latter shall apply. The Human Resources Department must be notified in advance of the absence.<sup>1</sup>

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

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

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

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

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<sup>1</sup> As of April 1, 2022.

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

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

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

### **3-3.03**

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

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

- g) any employee, plaintiff of a grievance which is being heard by an arbitrator or a mediator and either the member of the union executive or the union delegate, may be absent from their work, after having notified the human resources department, in order to participate in the arbitration or mediation sessions.

**3-3.04**

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

**3-3.05**

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

**3-3.06**

The Union shall be entitled to a bank of twenty (20) working days of leave per contractual year for members of the executive for the purposes of union business, without reimbursement by the Union. The procedure for using this leave shall be agreed upon by the local parties.<sup>1</sup>

**Article 3-4.00 - Releases for National Union Affairs****3-4.01**

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

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

**3-4.02**

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

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

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<sup>1</sup> The bank of days of leave shall go from ten (10) to twenty (20) working days as of April 1, 2022.

**3-4.03**

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

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

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

**3-4.04**

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

**3-4.05**

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

**3-4.06**

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

**Article 3-5.00 - Meeting and Posting****3-5.01**

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

**3-5.02**

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

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

**3-5.03**

The Union may use the College's printing, copying and communication (telex and telephone) facilities, as well as its audio-visual equipment, according to the policies which

apply to their use. The Union must pay the cost of such services, according to the policies which apply to their use, if any.

**3-5.04**

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

**3-5.05**

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

## **CHAPTER 4 - PARTICIPATION**

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

#### **4-1.01**

The College shall forward to the Union:

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

agreement. A copy of any guideline or notice concerning all employees must also be posted at the same time.

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

#### **4-1.02**

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

#### **4-1.03**

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

#### **4-1.04**

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

**4-1.05**

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

**4-1.06**

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

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

The employee may, if they so desire, be accompanied by their union representative during the consultation.

**4-1.07**

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

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

**4-1.08**

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

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

**Article 4-2.00 - Labour Relations Committee (L.R.C.)****4-2.01**

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

**4-2.02**

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

**4-2.03**

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

**4-2.04**

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

**4-2.05**

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

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

**4-2.06**

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

**4-2.07**

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

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

**4-2.08**

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

**4-2.09**

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

**4-2.10**

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

- a) the implementation of a specific project as provided for in clause 1-1.28;
- b) the way the support personnel employed by the College are to be affected by modifications to the administrative structures and service restructuring;
- c) the elimination of positions provided for in clause 5-4.01;
- d) the consultation provided for in clause 5-9.03;
- e) the distribution of legal and paid holidays, in compliance with the provisions of clause 7-5.02;
- f) the granting of leaves of absence without pay provided for by article 7-10.00 if the duration is more than thirty (30) days;
- g) the introduction of technological changes as provided for in clause 10-2.02 or clause 10-2.04;
- h) the creation of positions following the determination of past and present needs related to occasional tasks as provided for in Appendix "14";
- i) the amalgamation of services with outsiders as provided for in article 2-5.00;
- j) the granting of continuous outside contracts of a duration of three (3) months or more as provided for in clause 2-4.03;
- k) the transfer of an employee as provided for in clause 5-2.01;
- l) the refusal of a first Voluntary Working Time Reduction Program request as provided for in clause 7-19.02.

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

**4-2.11**

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

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

**4-2.12**

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

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

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

#### **5-1.01**

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

#### **5-1.02**

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

#### **5-1.03**

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

#### **5-1.04**

If it uses the posting procedure, it must post a notice on the display boards for a ten (10) working-day period. The College transmits to the Union a copy of the notice with a list of the employees absent at the date of the beginning of posting and a list of the occasional and substitute employees referred to in clause 2-3.04 as well as the number of hours worked or paid during the reference period provided in clause 2-3.04 for each occasional or substitute employee.

#### **5-1.05**

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

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

The employee holding such position shall have only one immediate supervisor.

#### **5-1.06**

The College agrees to:

- a) send to the Placement Office notices of any vacancies that have been posted according to clause 5-1.04 and that have not been filled according to the procedure provided for in paragraphs 1 and 2 of clauses 5-2.08 and 5-2.09;
- b) apply the provisions of articles 5-2.00, 5-5.00 or 5-6.00 to the employee that is referred by the Placement Office;

- c) inform the Placement Office of a job offer made to an employee who has been laid off or placed on availability and indicate if it has been accepted or refused.

**5-1.07**

The posted notice must indicate:

- the title of the class of employment;
- the job description;
- the service(s) to which the position is attached;
- the work premises;
- the planned working schedule;
- the foreseen number of working hours;
- the surname and given name of the immediate supervisor;
- the salary scale or rate;
- the qualifications required for the class of employment and, where applicable, the conditions required by the College as indicated in clause 5-2.03;
- the type of test the College intends to use, if applicable;
- the surname and given name of the person responsible for receiving applications;
- the date of the beginning of the posting;
- the foreseen date of replacement, if need be;
- the application deadline as provided for in clauses 5-1.08, 5-1.15 b) and 5-1.16 b);
- where applicable, if the position ensues from a specific project according to clause 5-2.02.

**5-1.08**

When the College uses the posting procedure, the following persons may apply in writing no later than the last working day of the posting provided in clause 5-1.04:

- a regular employee;
- an occasional or substitute employee referred to in clause 2-3.04.

**5-1.09**

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

**5-1.10**

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

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

During the probation period, the College shall evaluate the employee.

**5-1.11**

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

**5-1.12**

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

**5-1.13**

At the time of engagement, the College shall provide the employee with the information to access the electronic versions of the collective agreement and the classification plan. In the same manner, the employee must provide proof of their qualifications (schooling and experience).

**5-1.14**

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

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

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

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

- a) by temporary assignment according to clause 5-2.11, favouring temporary promotion for the regular employee; nevertheless in this case, the College cannot force the employee with the least seniority to take the position;
- or
- b) by a five (5) working days posting in conformity with clause 5-1.07 favouring the promotion for the regular employee. This posting is reserved to the persons mentioned in 1., 2. and 3. of this paragraph with the exception of employees who hold occasional or substitute jobs of seventeen (17) weeks or more.

Notwithstanding the foregoing, the employee who has been working as a substitute employee for seventeen (17) weeks or more may apply, on condition that their current replacement posting has ended at the start of the replacement to which they are applying.

Furthermore, the employee who has been working as a part-time substitute employee for seventeen (17) weeks or more may apply, on condition that the work schedule of their current replacement position is compatible with the work schedule of the replacement position to which they are applying.

Applications shall be submitted in writing no later than the last working day of the posting.

The College transmits to the Union, within the two (2) days of the beginning of the posting, the list of occasional or substitute employees referred to in clause 2-3.04 as well as the number of hours worked or paid during the reference period provided in clause 2-3.04 for each occasional or substitute employee.

Among the candidates, the College chooses the person with the most seniority or with the most worked or paid time as an occasional or substitute employee during the reference period provided in clause 2-3.04 and who meets the qualifications and conditions of the position according to the following priority order:

1. the employee laid off by the College who is on the Placement Office's list;
2. the regular employee;
3. the occasional or substitute employee referred to in clause 2-3.04.

In order to distinguish between employees whose time worked or paid is equal, the College shall choose the employee having the most worked or paid time within the thirty (30) months preceding the beginning of the posting.

If the College has not filled the replacement position in accordance with the order of priority referred to in subparagraphs 1., 2. and 3., it may proceed by the provisional assignment of a person from another category of personnel in the College, provided such a person meets the normal requirements of the position.

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

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

**5-1.16 Specific project**

When the College decides to hire an employee for a specific project, it may, subject to clause 5-6.03, proceed either:

- a) by temporary assignment according to clause 5-2.11, favouring temporary promotion for the regular employee; nevertheless in this case, the College cannot force the employee with the least seniority to take the specific project;  
or
- b) by a five (5) working days posting in conformity with clause 5-1.07 reserved to the persons mentioned in 1., 2. and 3. of this paragraph. The interested persons must apply in writing at the latest on the last working day of the posting.

The College transmits to the Union, within the two (2) days of the beginning of the posting, the list of occasional or substitute employees referred to in clause 2-3.04 as well as the number of hours worked or paid during the reference period provided in clause 2-3.04 for each occasional or substitute employee.

Among the candidates, the College chooses the person with the most seniority or with the most worked or paid time as an occasional or substitute employee during the reference period provided in clause 2-3.04 and who meets the qualifications and conditions of the position according to the following priority order:

1. the employee laid off by the College who is on the Placement Office's list;
2. the regular employee;
3. the occasional or substitute employee referred to in clause 2-3.04.

In order to distinguish between employees whose time worked or paid is equal, the College shall choose the employee having the most worked or paid time within the thirty (30) months preceding the beginning of the posting.

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

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

**5-1.17**

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

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

### **5-2.01**

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

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

However, by virtue of this clause:

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

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

### **5-2.02 Specific project resulting in a position**

If the College decides to create a new position restating the attributions and the same characteristics as a specific project, and that this specific project had been posted according to the provisions of clause 5-1.16 at the time of its implementation, the College shall use the posting procedure while respecting the priority order provided for in clause 5-2.08.

The characteristics of a specific project shall imply the employment class, the work schedule, the number of working hours, the hiring period, the nature of the work or the related department(s).

**5-2.03**

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

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

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

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

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

**5-2.04**

If the College decides to maintain the attributions for a position, the incumbent of which has had a right to a compensation according to clause 9-4.09 and to conform with clause 9-4.12, such incumbent is reputed to have the qualifications and conditions required by the College provided for in the first (1<sup>st</sup>) paragraph of clause 5-2.03 with regards to the concerned position and this under reserve of the Law.

**5-2.05 Test on standard software**

An employee shall not be required to do a test regarding their knowledge of standard software that the employee already uses or which is identical to or of the same nature as or a different version than the one required by the College or for which they hold a certificate of competency issued by the College corresponding to the level of knowledge required.

Where applicable, the College shall assess the knowledge of the employee who obtains the position in order to identify the professional development required. If applicable, the College shall offer the appropriate professional development during working hours to the employee who obtains the position. The employee must acquire the required knowledge within a period of twenty (20) working days, failing which the College shall reinstate the employee in their former position and notify the Union in writing.

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

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

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

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

#### **5-2.06 Test on limited access software**

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

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

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

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

#### **5-2.07**

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

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

#### **5-2.08**

When the College posts a position resulting from a specific project according to the provisions of clause 5-2.02, it must respect the following priority order for the nomination; when more than one person benefits from the same priority according to this clause, the College chooses the one with the most seniority or, in the case provided for by

paragraph 6. of this clause, the one having the most worked or paid time during the reference period provided in clause 2-3.04:

1. The employee placed on availability by a College, who meets the normal requirements for the position in the case of a transfer or demotion or, in the case of a promotion, who meets the required qualifications and conditions of clause 5-2.03.
2. The candidate, a regular employee of the College with employment security, who, following a posting as provided for in clause 5-1.16, was assigned to the specific project during at least 130 working days.
3. The employee placed on availability from a College of the same zone, for a position in their class of employment or constituting a transfer and meeting the normal requirements for the position, as long as they have more seniority than an employee referred to by paragraph 5 of this clause.
4. The employee placed on availability by a College of another zone, for a position either in their class of employment or constituting a transfer, who meets the normal requirements for the position as long as they have more seniority than an employee referred to by paragraph 5 of this clause and who has applied for the position.
5. The candidate, a regular employee of the College, who, following a posting as provided for in clause 5-1.16, was assigned to the specific project during at least 130 working days.
6. The substitute or occasional candidate referred to by clause 5-1.08 who, following a posting as provided in clause 5-1.16, was assigned to the specific project during at least 130 working days.

For lack of being able to fill the position according to the preceding priority, the College shall apply the priority order as provided for in clause 5-2.09 and otherwise, refer to the provisions of clause 5-2.01.

#### **5-2.09**

When the College uses the posting procedure, it must respect the following priority order for the nomination; when more than one person benefit from the same priority according to this clause, the College chooses the one with the most seniority or, in the case provided for by paragraph 9. of this clause, the one having the most worked or paid time during the reference period provided in clause 2-3.04:

1. The employee concerned by paragraph h) of clause 5-4.03, the employee concerned by clause 5-6.04 or the employee placed on availability from the College who meets the normal requirements for the position in a case of transfer or demotion or, in a case of promotion, who answers the required qualifications and conditions of clause 5-2.03.

2. The candidate, a regular employee of the College with employment security, if they meet the required qualifications and conditions of clause 5-2.03.
3. The employee placed on availability from a College of the same zone, for a position in their class of employment or constituting a transfer and meeting the normal requirements for the position, as long as they have more seniority than an employee referred to by paragraph 5 of this clause.
4. The employee placed on availability by a College of another zone, for a position either in their class of employment or constituting a transfer, who meets the normal requirements for the position as long as they have more seniority than an employee referred to by paragraph 5 of this clause and who has applied for the position.
5. The applicant who is a regular employee of the College or a regular employee of the College entitled to the employment priority provided for in article 5-5.00, if they meet the qualifications and conditions provided for in clause 5-2.03.
6. The candidate, an employee of a College of the same zone who benefits from the employment priority provided for by article 5-5.00, for a position in their class of employment, if they meet the required qualifications and conditions of clause 5-2.03.
7. The candidate, an employee of a College of another zone who benefits from the employment priority provided for by article 5-5.00, for a position in their class of employment, if they meet the required qualifications and conditions of clause 5-2.03.
8. The candidate, a regular employee of the College, if they meet the normal requirements for the position to be filled.
9. The substitute or occasional candidate referred to by clause 5-1.08 who meets the required qualifications and conditions of clause 5-2.03.
10. The candidate whose surname and given name is forwarded by the Placement Office, who has made a request according to clause 5-2.15, if they meet the qualifications and conditions provided for in clause 5-2.03.
11. The person provisionally assigned from another category of personnel of the College and who meets the normal requirements for the position.
12. The outside candidate whom the College will be able to hire if they meet the required qualifications and conditions provided for in the first paragraph of clause 5-2.03.
13. The teacher or the non-teaching professional placed on availability by the College who meets the normal requirements for the position and who has applied for it.
14. The outside candidate whom the College will be able to hire even if they do not meet the required qualifications and conditions of the first paragraph of clause 5-2.03, but

as long as they are more qualified than the candidate, a regular employee of the College, who does not meet the normal requirements for the position to be filled.

#### **5-2.10 Trial Period for a Regular Employee**

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

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

#### **5-2.11**

When the College proceeds to a temporary assignment, it may designate an employee of its choice who accepts such an assignment. If no employee accepts, except in the case provided for by clauses 5-1.15 and 5-1.16, the College may designate the one with the least seniority who meets the normal requirements for this assignment.

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

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

#### **5-2.12**

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

#### **5-2.13**

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

#### **5-2.14**

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

#### **5-2.15 Voluntary transfer of an employee from one College to another**

Twice a year, in May and November, a regular employee who wishes to be transferred to another College may make a request to such effect, in writing to their College. Their request must mention the name of the employment class or classes and the name of the College or Colleges where they want to be transferred to and if the desired position is to

be full-time or part-time. This request must be repeated at one or the other of the two (2) dates mentioned if the employee who has not obtained a transfer still desires one.

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

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

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

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

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

#### **5-3.01**

A seniority list is established at the date of the expiry of the 2015-2020 Collective Agreement in accordance with said Provisions. That list will be posted within the ninety (90) calendar days following the date of coming into force of the collective agreement, and this for a duration of sixty (60) calendar days.

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

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

#### **5-3.02**

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

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

Upon the expiry of the posting period, the new list shall become the official list subject to the protests lodged. Corrections made to the list can only have the effect of changing an

employee's seniority and the results of such changes cannot be retroactive beyond the first day of the posting of the list. Afterwards, no further correction can be made to the seniority list.

### **5-3.03**

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

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

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

1.
    - i) the employee who is employed by the College as an occasional or substitute employee when they obtain their position and who has completed their probation period will have recognized all the time worked or paid for as an occasional or substitute employee since the last hiring date at the College;
    - ii) nevertheless, if the employee's seniority as recognized within the meaning of the preceding paragraph is of less than three (3) years, and if their last hiring date is a later one than May 11, 1987, the time worked or paid for as an occasional or substitute employee since May 11, 1987, is also recognized with the exception of the time prior to an interruption of the employment bond of more than one (1) year. However, in this case seniority shall not be calculated retroactively for more than three (3) years.
  2. The employee who is not employed by the College when they obtain a position and who has completed their probation period is granted seniority for the time worked or paid for as an occasional or substitute employee since May 11, 1987, with the exception of the time prior to an interruption of the employment bond of more than one (1) year. However, in no case shall the seniority be calculated retroactively for more than three (3) years.
- b) For the regular, part-time employee, seniority shall be calculated in hours worked or paid for and shall be converted into years, weeks and days worked or paid for as of June 30 of each year, taking into account the regular hours provided for by clause 7-1.01 for their class of employment.

- c) The regular yearly hours shall be one thousand eight hundred and twenty (1,820) hours for the classes of employment provided for by Appendix "2" and two thousand and fifteen (2,015) hours for the classes of employment provided for by Appendix "3"; this shall equal one (1) year of seniority.
- d) An employee may not accumulate more than one (1) year of seniority during the same contractual year.

#### **5-3.04**

Seniority shall continue to accumulate:

- a) during an absence due either to a work accident or to an employment injury recognized as such by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST);
- b) during a study leave with or without pay;
- c) during a leave of absence for union activities as provided in article 3-3.00 or 3-4.00;
- d) during a leave of absence covered by article 7-4.00;
- e) during the first twenty-four (24) months of an employee's illness or accident;
- f) during an employee's suspension;
- g) during a period of placement on availability;
- h) during a period of temporary layoff;
- i) during a leave of absence without pay other than those provided for in this clause, and this, for a maximum duration of thirty (30) days per contractual year;
- j) during a sabbatical leave with deferred or anticipated salary;
- k) during the first twenty-four (24) months of a provisional assignment to another category of personnel;
- l) during a loan of service as provided for in clause 5-6.13 or article 5-11.00;
- m) during a gradual retirement leave covered by article 7-18.00;
- n) during a leave of absence for family reasons as provided for in clauses 7-16.07 and 7-16.08.

**5-3.05**

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

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

**5-3.06**

Seniority shall be lost:

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

**Article 5-4.00 - Elimination of a Position Having an Incumbent****5-4.01**

Twice a year, on the last working day of May and on the last working day of November, the College shall provide the Union, for consultation purposes, with a list of positions which it intends to eliminate in the period concerned and also the foreseen dates of those eliminations. That consultation occurs within the L.R.C. and finishes within thirty (30) days following each of the two (2) above-mentioned dates.

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

**5-4.02**

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

**5-4.03**

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

- a) When a position must be eliminated or an employee must be displaced, the College shall send the Union and the employee concerned a list of positions that are vacant or that have an incumbent, representing a transfer or a demotion for the employee, among which they have to choose. The College shall indicate the positions for which it believes the employee meets the normal requirements. These requirements must be relevant to and associated with the position concerned.
- b) In all cases, an employee must meet the normal requirements of the position to be obtained.
- c) In all cases, the displacement of an employee shall be possible only if the displaced employee has less seniority than the employee displacing them.
- d) If more than one employee chooses the same position, the position shall be given to the employee with the most seniority.
- e) Solely for the purposes of this article, "department" shall mean a group of employees under the authority of the same immediate supervisor.
- f) A regular employee may not displace an employee who holds a position with temporary layoff and vice versa.
- g) A regular employee who holds a position in an employment class provided for in Appendix "2" shall not be obliged to displace an employee who holds a position in an employment class provided for in Appendix "3" or to accept a vacant position from an employment class provided for in Appendix "3", or vice versa.
- h) If the displacement process results in a demotion, the employee's employment class and salary progression shall be maintained. This employee shall then be obliged to accept a position in their employment class as soon as the College offers them such a position, provided they have more seniority than an employee on availability covered by paragraph 1. of clause 5-2.09.
- i) The College may not force a regular full-time employee to become a regular part-time employee.

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

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

1. The employee shall be obliged to:

- displace the full-time employee with the least seniority who holds a position in their employment class in their department. If the displacing employee is the full-time employee with the least seniority in their employment class in their department, they may choose to displace the full-time employee with the least seniority who holds a position from another employment class in their department;
  - or
  - displace the full-time employee with the least seniority who holds a position in their employment class at the College;
  - or
  - accept a full-time vacant or newly created position in their employment class.
2. If it is impossible to make a choice according to paragraph #1. of this clause, the employee shall be obliged to:
- displace the full-time employee with the least seniority who holds a position in another employment class at the College;
  - or
  - accept a full-time position that is vacant or newly created in another employment class.

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

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

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

1. The employee shall be obliged to:
- displace the part-time employee with the least seniority who holds a position in their employment class in their department. If the displacing employee is the employee with the least seniority in their employment class in their department, they may choose to displace the part-time employee with the least seniority who holds a position in another employment class in their department;
  - or

- displace the part-time employee with the least seniority who holds a position in their employment class at the College;
  - or
  - accept a part-time position that is vacant or newly created in their employment class.
2. If it is impossible to make a choice according to paragraph #1 of this clause, the employee shall be obliged to displace the employee with the least seniority who holds a position in their employment class and who does not have job security, irrespective of the number of hours of the position, provided the displaced employee has less seniority.
3. If it is impossible to make a choice according to paragraph #2 of this clause, the employee shall be obliged to:
- displace the part-time employee with the least seniority who holds a position in another employment class at the College;
  - or
  - accept a part-time position that is vacant or newly created in another employment class.
4. If it is impossible to make a choice according to paragraph #3 of this clause, the employee shall be obliged to displace the employee with the least seniority who holds a position in another employment class and who does not have job security, irrespective of the number of hours of the position.

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

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

However, if the employee's choice involves obtaining a position that has fewer regular hours than the position they held, the employee shall be entitled to salary protection based on the number of hours of the position they held. In such a case, the employee entitled to such protection shall be subject to clause 5-6.03 for purposes of assignment regarding the difference between the number of hours of the position they held and their new position. However, this employee shall be obliged to accept a position whose hours

are equal to or greater than the number of hours of the position they held as soon as the College offers them such a position.

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

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

#### **5-4.07**

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

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

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

#### **5-4.08**

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

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

#### **5-4.09**

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

#### **5-4.10**

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

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

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

#### **5-4.11 Early retirement**

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

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

#### **5-4.12 Severance pay**

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

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

#### **5-4.13 Special arbitration procedure**

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

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

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

**Article 5-5.00 - Employment Priority and Engagement Priority****5-5.01**

This article shall apply to the regular full-time employee who has completed sixty (60) days worked or paid for and to the regular part-time employee who has completed ninety (90) days worked or paid for who is laid off by virtue of article 5-4.00. It will not apply to the employee covered by article 5-6.00.

**Employment Priority****5-5.02**

The regular employee shall retain, without salary, for a period of two (2) years, employment priority as provided for in clause 5-2.09.

**5-5.03**

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

**5-5.04**

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

**5-5.05**

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

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

**5-5.06**

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

**5-5.07**

For the purposes of applying this article:

- a) An employee does not have to accept a position in a College from another zone.
- b) An employee of a French language college who is offered a position in an English language college does not have to accept the position.

- c) An employee from an English language college who is offered a position in a French language college does not have to accept the position.
- d) A part-time employee does not have to accept a full-time position; nevertheless they must accept any part-time position.
- e) When the College has more than one establishment, the employee does not have to accept a position in an establishment that is situated more than fifty (50) kilometers from their own.

### **5-5.08 Engagement priority**

The employee who benefits from employment priority according to the terms of this article also has a right to engagement priority in their College according to clauses 5-1.15 and 5-1.16.

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

### **5-6.01**

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

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

### **5-6.02**

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

- a) The period or periods during which a regular employee has received an official remuneration from the College, for work performed or an authorized absence with pay, provided for in the agreement.
- b) The duration of a maternity leave as provided for in clause 7-4.06.
- c) A maximum duration of six (6) weeks during an extension of maternity leave granted under clause 7-4.09.
- d) The duration of a paternity leave as provided for in clauses 7-4.21 or 7-4.22.
- e) The duration of an adoption leave as provided for in clause 7-4.30, 7-4.31 or 7-4.32.

- f) The duration of a special leave as provided for in clauses 7-4.18 or clause 7-4.19.
- g) The period or periods during which a regular employee receives benefits payable under clause 7-14.29 due to a work accident or an occupational illness recognized by the CNESST and attributable to the College.

Nevertheless, except in the cases of absences mentioned in the preceding paragraph, it shall be agreed that the absences during which an employee receives benefits, by virtue of a salary insurance plan, a parental insurance plan, an employment insurance plan, a retirement plan or from the CNESST, shall not be considered as authorized absences with pay for the purposes of this article.

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

### **5-6.03**

The employee placed on availability shall retain their employment ties until they are relocated or until they refuse an offer of employment according to the provisions of this chapter or until they resign from the College.

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

While on availability, the employee shall be assigned, according to their abilities, to any duties determined by the College and included in the category corresponding to their employment class as defined in Appendix "10".

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

Notwithstanding the provisions of article 5-2.00, the College may assign the employee on availability to a vacant or newly created position included in the category corresponding to their employment class as defined in Appendix "10" and for which the number of working hours is inferior to that of their former position. In the case of a demotion or a promotion, clauses 5-2.12 and 5-2.13 shall apply.

### **5-6.04**

The employee placed on availability benefits from the priorities provided for by clauses 5-2.08 and 5-2.09. However, the part-time employee is not obliged to accept a position for which the number of working hours is lower than that of their former position.

The employee who obtains a position through demotion by virtue of paragraphs 1. of clauses 5-2.08 and 5-2.09 keeps their class of employment and their evolutive salary.

Such an employee is obliged to accept a position in their class of employment as soon as a position for which the number of working hours is equal to or greater than that of their former position is offered, as long as they meet the normal requirements of the position and has more seniority than an employee placed on availability to whom paragraphs 1. of clauses 5-2.08 and 5-2.09 applies.

**5-6.05**

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

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

**5-6.06**

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

**5-6.07**

An employee placed on availability in a zone in which is located only their College and who accepts a position in a college from another zone according to clauses 5-2.08 and 5-2.09, shall be entitled to a premium equal to four (4) months of salary, paid by the College where they are employed at the time of their placement on availability.

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

**5-6.08**

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

**5-6.09**

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

**5-6.10**

For the purpose of applying this article:

- a) An employee does not have to accept relocation in a college where the support staff is not unionized.

- b) An employee of a French language college offered a position in an English language college does not have to accept the position. Similarly, an employee from an English language college offered a position in a French language college does not have to accept the position.
- c) The employee does not have to accept a position in a College of another zone.
- d) When the College has more than one establishment, the employee does not have to accept a position in an establishment that is situated more than fifty (50) kilometers from their own.
- e) The employee does not have to accept a position in another College for which the number of working hours is lower than that of their former position. If they accept, they shall receive the salary attached to their new position.

### **Inter-category Relocation**

#### **5-6.11**

The employee or the non-teaching professional from the College who was placed on availability may be relocated in a position of a class of employment provided for by the classification plan of the support personnel, according to the priority order provided for by clause 5-2.09, as long as they apply for the position and meet its normal requirements.

#### **5-6.12**

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

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

#### **5-6.13**

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

#### **5-6.14**

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

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

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

#### **5-6.15**

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

**Article 5-7.00 - Placement Office****5-7.01**

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

**5-7.02**

The Placement Office is an employer's organization.

**5-7.03**

The Placement Office shall fulfil the following functions:

- a) Establish the lists of:
  - laid-off employees;
  - employees placed on availability;
  - the employees who have requested a voluntary inter-collegial transfer in accordance with clause 5-2.15;
  - vacant positions.
- b) Transmit to the parties involved (Colleges, Federation, Ministère, unions, national union party) the information provided for in paragraph a).
- c) Carry out the operations required for the relocation of employees being laid off or placed on availability and the operations relating to requests for voluntary transfer.
- d) Register the refusals and so inform the colleges concerned with copies to the Union concerned.

**5-7.04**

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

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

**Parity Committee for the Supervision of Employment Security****5-7.05**

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

**5-7.06**

The parity committee is made up of representatives of the national employer and the national union parties from the CEGEP sector in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-82).

**5-7.07**

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

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

**5-7.08**

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

**5-7.09**

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

**5-7.10**

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

**5-7.11**

The parity committee has the mandate:

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

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

### **5-8.01**

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

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

### **5-8.02**

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

### **5-8.03**

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

### **5-8.04**

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

### **5-8.05**

In the case where the College, through its authorized representative, decides to summon an employee with a view to imposing a disciplinary measure, this employee must receive advance notice of at least twenty-four (24) hours specifying the time and place where they must present themselves, the nature of the accusation brought against themselves and the fact that they may, if they so desire, be accompanied by a union representative.

Each time the College summons an employee, it must so advise the Union immediately. Nevertheless, in certain serious cases, the College may convene an employee without respecting the twenty-four (24) hour notice; in this case, the Union must be advised immediately.

### **5-8.06**

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

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

**5-8.07**

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

**5-8.08**

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

**5-8.09**

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

Notwithstanding the preceding, any continuous absence exceeding thirty-five (35) days, not including the employee's vacation days, is excluded from the twelve (12) month period and extends this period by the same amount of time, without exceeding twenty-four (24) months.

Any offense that has lapsed is removed from the employee's file, except for those related to sexual violence.

**5-8.10**

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

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

**Article 5-9.00 - Temporary Layoff****5-9.01**

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

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

**5-9.02**

The sectors affected by this article are the following:

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

The College may also create positions with temporary layoffs in sectors other than those mentioned in the previous paragraph, and this, in compliance with Appendix "14".

**5-9.03**

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

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

**5-9.04**

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

**5-9.05**

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

**5-9.06**

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

**5-9.07**

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

**5-9.08**

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

**5-9.09**

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

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

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

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

**5-10.01**

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

**5-10.02**

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

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

**5-10.03**

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

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

**5-10.04**

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

The working conditions of the category of personnel to which they are assigned shall apply for the released part of their position.

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

**5-10.05**

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

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

**5-10.06**

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

**5-10.07**

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

**5-10.08**

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

**5-10.09**

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

**Article 5-11.00 - Loan of Service****5-11.01**

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

**5-11.02**

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

**5-11.03**

During the loan of service, the employee shall:

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

as though they were not on loan of service.

**5-11.04**

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

**5-11.05**

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

## **CHAPTER 6 - SALARY CONDITIONS**

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

#### **6-1.01**

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

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

#### **6-2.01**

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

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

#### **6-2.02**

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

#### **6-2.03**

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

#### **6-2.04**

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

#### **6-2.05**

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

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

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

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

#### **6-2.06**

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

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

#### **6-3.01**

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

#### **6-3.02**

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

#### **6-3.03**

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

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

Notwithstanding the preceding, an employee shall benefit from advancement in step during any period of disability.

#### **6-3.04**

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

**6-3.05**

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

**6-3.06**

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

**Article 6-4.00 - Rules Concerning Promotion and Transfer****6-4.01**

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

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

**6-4.02**

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

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

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

### **6-5.01**

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

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

### **6-5.02**

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

### **6-5.03**

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

### **6-5.04**

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

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

### **6-5.05**

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

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

## **Article 6-6.00 - Premiums**

### **6-6.01**

Each premium and each allocation, except for fixed premiums and premiums expressed in percentages, shall be increased on the same date and with the same general salary increase parameters provided for in clauses 6-7.01 to 6-7.03.

### **6-6.02 Evening shift premium**

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

Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
\$0.73/hour	\$0.74/hour	\$0.75/hour

### **6-6.03 Night shift premium**

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

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

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

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

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

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

**6-6.04 Lead hand premium**

An employee whose class of employment appears in Appendix "3" and who acts as lead hand, after having been appointed as such by the College, shall be entitled, for as long as they carry this responsibility, to the lead hand premium in addition to the salary or scale rate provided for their class of employment. These rates, increased in accordance with clause 6-6.01, shall be as follows:

Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
\$1.05/hour	\$1.07/hour	\$1.09/hour

This premium shall not apply to the stationary engineer classes.

**6-6.05 Availability premium**

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

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

**6-6.06 Split-shift premium**

The employee whose work schedule as set by the College exceeds eight and one half (8½) hours from the beginning to the end of their workday shall receive:

Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
\$4.13/day	\$4.21/day	\$4.29/day

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

### **6-7.01 From April 1, 2020 to March 31, 2021**

Each rate and salary scale<sup>1</sup> in effect on March 31, 2020 shall be increased by 2.00%<sup>2</sup> effective April 1, 2020.

### **6-7.02 From April 1, 2021 to March 31, 2022**

Each rate and salary scale<sup>1</sup> in effect on March 31, 2021 shall be increased by 2.00%<sup>2</sup>, effective April 1, 2021.

### **6-7.03 From April 1, 2022 to March 31, 2023**

a) Each rate and salary scale<sup>1</sup> in effect on March 31, 2022 shall be increased by 2.00%<sup>2</sup>, effective April 1, 2022.

b) However, the applicable salary rates<sup>1</sup> are exclusively those set out in Appendix "31"<sup>3</sup>.

### **6-7.04 Additional remuneration**

#### **Payment for service performed for the period of April 1, 2019 to March 31, 2020**

An employee shall be entitled to additional remuneration<sup>4</sup>, according to their ranking, corresponding to the following grid for each hour paid from April 1, 2019 to March 31, 2020.

<b>Ranking</b>	<b>Additional remuneration</b>
1	\$0.66
2	\$0.63
3	\$0.60
4	\$0.57
5	\$0.54
6	\$0.51
7	\$0.48
8	\$0.45
9	\$0.42
10	\$0.39
11	\$0.36
12 or above	\$0.33

<sup>1</sup> The rate and scale increase shall be based on the hourly rate. The ranking single rates are calculated based on a 33-year career earning.

<sup>2</sup> However, the clauses of the collective agreements related to off-rate or off-scale employees shall apply.

<sup>3</sup> The class title rankings are set out in Table 1 of Appendix "31", subject to modifications agreed to by the parties, if applicable. Should there be discrepancies in the wording of a class title, the class title number shall prevail.

<sup>4</sup> Are also considered paid hours, those hours for which an employee receives salary insurance benefits, maternity, paternity or adoption benefits, parental leave benefits, as well as those paid by the CNESST, by Crime Victims Compensation (CVP), by the SAAQ and by the employer in the event of industrial accidents, if applicable.

This additional remuneration shall be paid in a lump sum 30 days following the signing of the collective agreement.

**Payment for service performed for the period of April 1, 2020 to March 31, 2021**

An employee shall also be entitled to additional remuneration<sup>1</sup> corresponding to \$0.33 for each hour paid from April 1, 2020 to March 31, 2021.

This additional remuneration shall be paid in a lump sum in the payroll preceding January 15, 2022.

**6-7.05 Salary structure and class title ranking**

The salary structure effective April 1, 2022 and the class title rankings can be found in Appendix "31".

**6-7.06 Applicable salary rates and scales**

The rates and salary scales applicable to the periods indicated in the preceding clauses are found in Appendices "2", "3", "4" and "31".

Method of indexation

Salary rates are expressed in an hourly basis. When general indexation parameters or other forms of improvements to salary rates or scales must be applied, these are applied to the hourly rate, and to the nearest cent.

In the published collective agreements, the numbers of weeks used to calculate the annual rate is 52.18. The annual rate is rounded to the nearest dollar.

When rounding to the nearest cent, the following shall apply:

- When the decimal point is followed by three digits or more, the third digit and the following ones are removed if the third digit is lower than five. If the third digit is equal to or higher than five, the second digit is carried to the nearest higher digit and the third and following digits are removed.

When rounding to the nearest dollar, the following shall apply:

- When the decimal point is followed by one digit or more, the first digit and the following ones are removed if the first digit is lower than five. If the first digit is equal to or higher than five, the dollar is carried to the nearest higher unit and the first decimal and following ones are removed.

**6-7.07 Off-rate or off-scale employees**

The employee whose salary rate on the day preceding the date on which the salary scales and rates are increased, is higher than the single rate or the maximum of the

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<sup>1</sup> Are also considered paid hours, those hours for which an employee receives salary insurance benefits, maternity, paternity or adoption benefits, parental leave benefits, as well as those paid by the CNESST, by Crime Victims Compensation (CVP), by the SAAQ and by the employer in the event of industrial accidents, if applicable.

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

**6-7.08**

If the application of the minimum rate of increase determined in clause 6-7.07 has the effect of situating on April 1 an employee who was off-scale or off-rate on March 31 of the preceding year, at a salary which is lower than the maximum step of the scale or single salary rate corresponding to their class of employment, this minimum rate of increase is brought to the percentage necessary to permit the employee to reach this step or the single salary rate.

**6-7.09**

The difference between, on the one hand, the percentage increase of the maximum salary step or the single salary rate corresponding to the class of employment of the employee and, on the other hand, the minimum rate of increase established in accordance with clauses 6-7.07 and 6-7.08 is paid to them as a lump sum payment calculated on the basis of their salary rate on March 31.

**6-7.10**

The lump sum payment provided for in clause 6-7.09 shall be spread over and paid on each pay period in proportion to the regular hours remunerated for the period concerned.

**Article 6-8.00 - Credit Union****6-8.01**

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

**6-8.02**

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

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

**6-8.03**

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

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

### **6-9.01**

The employee's salary shall be paid according to the terms and conditions which existed at the date of expiry of the 2015-2020 Collective Agreement. However, if a pay day falls on a public holiday, the pay will be paid on the preceding working day.

### **6-9.02**

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

### **6-9.03**

The pay slip must provide at least the following information:

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

### **6-9.04**

All the amounts paid to an employee, other than those aforementioned, shall be paid by a separate cheque or according to the established procedure at the College.

### **6-9.05**

The salary that coincides with the employee's period(s) of vacation is paid in conformity with clause 6-9.01, unless otherwise specified by the employee.

### **6-9.06**

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

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

Furthermore the College must give all the necessary information concerning the procedure for withdrawals from the retirement plan (the Government and Public Employees Retirement Plan (RREGOP), the Teacher's Pension Plan (TPP), and the Civil Service Superannuation Plan (CSSP)).

**6-9.07**

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

**Article 6-10.00 - Amounts to be Collected****6-10.01**

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

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

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

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

**6-10.02**

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

**6-10.03**

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

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

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

#### **7-1.01**

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

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

#### **7-1.02**

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

#### **7-1.03**

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

#### **7-1.04**

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

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

#### **7-2.01**

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

#### **7-2.02**

The College shall determine or change the working schedules.

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

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

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

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

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

- b) with the exception of the personnel provided for in Appendix "3", the scheduling time for personnel assigned to the adult education service, the library, the audio-visual service and the auxiliary services (cafeteria, residence, gymnasium, swimming pool, auditorium, arena) shall be a maximum period of ten (10) hours, from 7:30 a.m. to 6:00 p.m. or from 1:00 p.m. to 11:00 p.m.;
- c) the scheduling time of administrative personnel, except for the ones aforementioned in a) and b), shall be a maximum period of ten (10) hours situated between 7:30 a.m. and 6:00 p.m.;
- d) should a change have to be made in the schedule of one or several employees among a group of employees who, in a department or service, exert the same functions, such new schedules shall be offered by order of priority to the employees assuming family responsibilities within the meaning of the Act respecting labour standards (CQLR, chapter N-1.1) and this, according to seniority. Then, these new schedules are offered in order of seniority to the employees concerned. In case of refusal, the College shall modify the schedule of the employee or employees with the least seniority.

In the case of priority given to employees assuming family responsibilities, the employee shall provide the College, upon request, with a document attesting to these responsibilities;

- e) notwithstanding the preceding paragraphs a), b), c) and d), the schedules in force at the date of signing of the collective agreement shall be maintained, unless the College modifies them in accordance with the provisions set forth in this clause;
- f) there must be a minimum of twelve (12) hours between the end of a normal working day and the beginning of the next normal working day.

### **7-2.03**

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

### **7-2.04 Program to Modify Work Schedules**

The Program to Modify Work Schedules is provided in Appendix "30" of the agreement.

**Article 7-3.00 - Overtime****7-3.01**

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

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

**7-3.02**

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

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

**7-3.03**

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

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

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

**7-3.04**

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

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

**7-3.05**

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

**7-3.06**

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

**7-3.07**

The overtime shall be compensated in time at the rate of one hundred and fifty per cent (150%) of the time worked, except for the legal and paid holidays on which the overtime shall be compensated at the rate of two hundred per cent (200%) in addition to the payment of the legal and paid holiday, with the exception of the cases provided for in clause 7-5.03. The work executed on the second day of the weekly holidays shall also be compensated in time at the rate of two hundred per cent (200%) of the time worked.

**7-3.08**

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

**7-3.09**

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

**Article 7-4.00 - Parental Rights****Section I - General Provisions****7-4.01**

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

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

In a case where the employee shares adoption or parental benefits provided by the QPIP and the EIP with their spouse, the indemnity shall be paid only if the employee is actually receiving benefits from one of these plans during the maternity leave provided for in clause 7-4.06, the paternity leave provided for in clause 7-4.22, or the adoption leave provided for in clause 7-4.32.

**7-4.02**

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

**7-4.03**

The College shall not reimburse the employee for amounts payable to the Minister of Employment and Social Solidarity under the Act respecting parental insurance (CQLR, chapter A-29.011), or to Employment and Social Development Canada (ESDC) under the Employment Insurance Act (S.C., 1996, c. 23).

**7-4.04**

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

**7-4.05**

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

At the signing of the collective agreement, employees benefitting from indemnities provided for in article 7-4.00 of the 2010-2015 Collective Agreement shall not be affected by the modifications made to the present article.

**Section II - Maternity Leave****7-4.06 Eligibility and Duration of a Maternity Leave**

A pregnant employee who is eligible for the QPIP shall be entitled to twenty-one (21) weeks of maternity leave which, subject to clause 7-4.10 or 7-4.11, must be taken consecutively.

A pregnant employee who is eligible for the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clauses 7-4.10 and 7-4.11, must be taken consecutively.

A pregnant employee who is not eligible for either the QPIP or the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clauses 7-4.10 and 7-4.11, must be taken consecutively.

An employee who becomes pregnant while on leave without pay or on partial leave without pay, as provided for under this section, is also entitled to this maternity leave and to the indemnities provided for in clauses 7-4.13, 7-4.14 and 7-4.16, as applicable.

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

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

**7-4.07**

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

**7-4.08 Proportion of the Maternity Leave**

The proportion of the maternity leave the employee will take before and after the delivery belongs to her. This leave shall be simultaneous with the period during which benefits are payable under the Act respecting parental insurance (CQLR, chapter A-29.011) and shall begin no later than the week following the beginning of benefits under the QPIP.

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

**7-4.09 Extension of Maternity Leave**

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

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

During such extensions, the employee shall be considered on leave without pay and shall receive no indemnities or compensation from the College. During such periods, the employee shall be covered by clause 7-4.52 for the first six (6) weeks and subsequently by clause 7-4.53.

**7-4.10 Suspension of Maternity Leave**

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

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

**7-4.11 Discontinuous maternity leave**

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

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

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

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

- c) If the employee is on leave because of a situation covered by sections 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1): the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of full weeks this situation lasts, according to the provisions of clause 7-16.08.

During the leaves of absence provided for in this clause, the employee shall be deemed to be on leave without pay and shall not receive any indemnities and benefits from the College. The employee shall enjoy the benefits set out in clause 7-4.53.

#### **7-4.12**

When the maternity leave, interrupted or broken down under clauses 7-4.10 and 7-4.11, resumes, the College shall pay the employee any indemnities to which she would have been entitled had she not interrupted or broken down her maternity leave, for the number of weeks remaining under clauses 7-4.13, 7-4.14 and 7-4.16, as the case may be, subject to clause 7-4.01.

#### **7-4.13 Cases eligible for the QPIP**

An employee who has accumulated twenty (20) weeks of service<sup>2</sup> and who is eligible for benefits under the QPIP shall receive, during the twenty-one (21) weeks of her maternity leave, an indemnity calculated with the following formula<sup>3</sup>:

1° by adding:

- a) the amount representing 100% of the employee's basic weekly salary up to \$225; and,

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<sup>1</sup> Unpaid leave of absence as per article 79.1 of the Act respecting labour standards (CQLR, chapter N-1.1).

<sup>2</sup> An employee on leave shall accumulate service if her leave is authorized, in particular in the case of a disability, and when a benefit or remuneration is payable.

<sup>3</sup> This formula was used to take into account, in particular, that in such situations the employee is benefitting from a waiver of her contributions to her pension plans, to the QPIP and EIP.

- b) the amount representing 88% of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a);

2° and, by subtracting from this sum the amount of maternity or parental benefits the employee is receiving, or would receive upon request, from the QPIP.

This indemnity is based on the QPIP benefit to which an employee is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance (CQLR, chapter A-29.011).

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

When the employee works for more than one employer, the benefit shall be equal to the difference between the amount established by the indemnity calculation formula paid by the College as set out in subparagraph 1° of the first (1<sup>st</sup>) paragraph and the amount of the QPIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the Act respecting parental insurance (CQLR, chapter A-29.011).

#### **7-4.14 Cases ineligible for the QPIP but eligible for the EIP**

An employee who has accumulated twenty (20) weeks of service<sup>1</sup> and who is eligible for benefits under the EIP, but not eligible for the QPIP, shall be entitled to receive during the twenty (20) weeks of her maternity leave, an indemnity calculated according to the following formula:

- 1) For each week of the waiting period provided for in the EIP, an indemnity calculated with the following formula<sup>2</sup>:
  - by adding:
    - a) the amount representing 100% of the employee's basic weekly salary up to \$225; and,
    - b) the amount representing 88% of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a);

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

<sup>2</sup> This formula was used to take into account, in particular, that in such situations the employee is benefitting from a waiver of her contributions to her pension plans, to the QPIP and EIP.

2) For each week following the period set out in paragraph 1), an indemnity calculated with the following formula:

1° by adding:

- a) the amount representing 100% of the employee's basic weekly salary up to \$225; and,
- c) the amount representing 88% of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a);

2° and, by subtracting from this sum the amount of maternity or parental benefits the employee is receiving, or would receive upon request, from the EIP.

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

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

When an employee works for more than one (1) employer, the indemnity shall be equal to the difference between the amount established by the indemnity calculation formula paid by the College as set out in subparagraph 1° of paragraph 2) and the amount of her Employment Insurance benefits corresponding to the proportion of the basic weekly salary paid to her by the College, in proportion to the sum of the basic weekly salaries paid to her by all her employers. For this purpose, the employee shall inform each one of her employers of the weekly salaries paid to her by each employer and at the same time, the total benefits paid to her by ESDC.

In addition, if ESDC reduces the number of weeks for which the employee would be entitled to Employment Insurance benefits had she not received such benefits before her maternity leave, the employee continues to receive the indemnity mentioned in subparagraph 1° of paragraph 2), for a period equal to the number of weeks subtracted by ESDC, as if she had received Employment Insurance benefits throughout those weeks.

#### **7-4.15**

In the cases provided for in clauses 7-4.13 and 7-4.14, the College may not indemnify an employee on maternity leave by means of the indemnity it pays her, for possible reductions of her QPIP or EIP benefits because of income she receives from another employer.

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

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

The total amounts received by an employee as QPIP or EIP benefits and indemnity during her maternity leave may in no case exceed the gross amount established in subparagraph 1° of the first (1<sup>st</sup>) paragraph set out in clause 7-4.13 and in paragraph 1° of paragraph 2) set out in clause 7-4.14, if applicable. This formula shall be applied to the total basic weekly salary received from the College or, as the case may be, by her employers.

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

An employee who is not entitled to the benefits from either the QPIP or the EIP is also denied the indemnity provided for in clauses 7-4.13 and 7-4.14.

However, an employee who has accumulated twenty (20) weeks of service<sup>1</sup> is entitled to an indemnity calculated according to the following formula for a period of twelve (12) weeks if she does not receive benefits from a parental rights plan established by another province or territory:

1° by adding:

- a) the amount representing 100% of the employee's basic weekly salary up to \$225; and,
- b) the amount representing 88% of the difference between the employee's basic weekly salary and the amount established in the preceding paragraph a).

The total amounts received by the employee during her maternity leave from QPIP or EIP, in benefits or salary, cannot however exceed the gross amount established by the benefit calculation formula set out in subparagraph 1° of the first (1<sup>st</sup>) paragraph in clause 7-4.13. This formula shall be applied to the total basic weekly salary paid by the College or, if applicable, by the various employers.

#### **7-4.17**

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

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<sup>1</sup> The absent employee accumulates service if her absence is authorized, in particular for disability, and includes a benefit or a salary.

### **Section III: Special Pregnancy and Breastfeeding Leave**

#### **7-4.18 Interim Assignment and Special Leave**

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

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

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

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

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

If she is not immediately reassigned, the employee is entitled to special leave beginning immediately. Unless interim assignment occurs subsequently to put an end to this special leave, it continues for the pregnant employee until her date of delivery, and for the nursing employee until the end of the nursing period. However, for employees eligible for benefits under the Act respecting parental insurance (CQLR, chapter A-29.011), the special leave shall end the fourth (4<sup>th</sup>) week before the due date.

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

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

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

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

#### **7-4.19 Other special leaves**

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

- a) when complications arise during pregnancy or there is a sufficient risk of miscarriage for the employee to be required to stop work for a time specified in a medical certificate; this special leave may not be prolonged beyond the beginning of the fourth (4<sup>th</sup>) week before the expected date of delivery;
- b) when pregnancy is terminated by natural miscarriage or legal abortion prior to the beginning of the twentieth (20<sup>th</sup>) week before the expected date of delivery, upon presentation of a medical certificate specifying the duration of the leave;
- c) for visits to a health care professional that are related to the pregnancy, with a supporting medical certificate or a written report signed by a midwife. In this case, the employee shall be granted a special leave with pay, for a maximum of four (4) days. These special leaves may be taken in half-days.

#### **7-4.20**

During special leave granted under this section, the employee continues to enjoy the advantages provided for in clause 7-4.52 if she is normally entitled to them, and those provided under clause 7-4.54.

An employee who is entitled to special leave under clause 7-4.19 may also avail herself of the benefits of the sick leave or salary insurance plans. In the case of paragraph c) of clause 7-4.19, the employee shall first avail herself of the four (4) days which are provided for.

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

#### **7-4.21**

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

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

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

Prior to such a leave, the employee shall notify the College as soon as possible.

**7-4.22**

Upon the birth of their child, an employee shall also be entitled to paternity leave for a maximum duration of five (5) weeks, which, subject to clauses 7-4.24 and 7-4.25, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's birth.

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

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

**7-4.23 Extension of paternity leave**

An employee who sends the College, before the expiry date of their paternal leave as provided for in clause 7-4.22, a written notice accompanied by a medical certificate attesting to the fact that their child's state of health so requires, shall be entitled to an extension of their paternity leave. The duration of this extension shall be as indicated in the medical certificate.

During this extension, the employee shall be deemed to be on leave without pay and shall receive no indemnities or benefits from the College. The employee shall be covered by clause 7-4.53 during this period.

**7-4.24 Interruption of paternity leave**

When the child is hospitalized, the employee may interrupt their paternity leave as provided for in clause 7-4.22, upon agreement with the College, and return to work for the duration of the hospitalization.

**7-4.25 Discontinuous paternity leave**

Upon the employee's request, the paternity leave provided for in clause 7-4.22 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

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

However, the employee may be absent from work for a period of not more than one hundred and four (104) weeks if they suffer serious bodily injury during or

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<sup>1</sup> Unpaid leave of absence as per article 79.1 of the Act respecting labour standards (CQLR, chapter N-1.1).

resulting directly from a criminal offence that renders them unable to hold her regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the first paragraph, where applicable, and shall not end later than one hundred and four (104) weeks after the commission of the criminal offence<sup>1</sup>.

- c) If the employee is on leave because of a situation covered by sections 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1): the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of full weeks this situation lasts, subject to clause 7-16.09.

During such leaves of absence provided for in this clause, the employee shall be deemed to be on leave without pay and shall not receive any indemnities nor benefits from the College. The employee shall enjoy the benefits set out in clause 7-4.53 during this period.

#### **7-4.26**

When the paternity leave interrupted or broken down under clauses 7-4.24 and 7-4.25 resumes, the College shall pay the employee any indemnities to which they would have been entitled had they not interrupted or broken down their paternity leave, for the number of weeks remaining under clause 7-4.22, subject to clause 7-4.01.

#### **7-4.27 Cases eligible for the QPIP or the EIP**

During the paternity leave provided for in clause 7-4.22, the employee who has completed twenty weeks of service<sup>2</sup> shall receive an indemnity equal to the difference between their basic weekly salary and the amount of benefits they are receiving, or would receive upon request, under the QPIP or the EIP.

This indemnity shall be based on the QPIP or EIP benefits to which the employee is entitled, without counting the amounts subtracted from such benefits in reimbursement of benefits, interest, penalties and other amounts recoverable under An Act respecting parental insurance (CQLR, chapter A-29.011) or EIP.

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

When the employee works for more than one employer, the indemnity shall be equal to the difference between one-hundred per cent (100%) of the basic salary paid by the College and the amount of the QPIP or the EIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the employee shall produce for each employer a statement of the

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<sup>1</sup> Unpaid leave of absence as per article 79.1 of the Act respecting labour standards (CQLR, chapter N-1.1).

<sup>2</sup> The absent employee accumulates service if his/her absence is authorized, in particular for disability, and includes a benefit or a salary.

weekly salary paid by each employer and the amount of the benefit payable under An Act respecting parental insurance (CQLR, chapter A-29.011) or the EIP.

#### **7-4.28**

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

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

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

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

#### **7-4.29 Case not eligible for either plan**

An employee who is not eligible for QPIP paternity benefits nor for EIP parental benefits receives, during the paternity leave provided for in clause 7-4.22, an indemnity equal to his basic weekly salary, if the employee has completed twenty (20) weeks of service<sup>1</sup>.

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

#### **7-4.30**

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

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

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

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

#### **7-4.31**

An employee who legally adopts their 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.

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<sup>1</sup> The absent employee accumulates service if his/her absence is authorized, in particular for disability, and includes a benefit or a salary.

This leave may be broken down and may not be taken after fifteen (15) days have elapsed after filing for adoption.

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

#### **7-4.32**

An employee who legally adopts a child, other than their spouse's child, shall be entitled to a maximum of five (5) weeks of adoption leave, which, subject to clauses 7-4.34 and 7-4.35, must be taken consecutively. This leave shall end no later than at the end of the fifty second (52<sup>nd</sup>) week after the child arrives at home.

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

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

#### **7-4.33 Extension of adoption leave**

An employee who sends the College, before the expiry date of their adoption leave provided for in clause 7-4.32, a written notice accompanied by a medical certificate attesting to the fact that their child's state of health so requires, shall be entitled to an extension of their adoption leave. The duration of this extension shall be as indicated in the medical certificate.

During this extension, the employee shall be deemed to be on leave without pay and shall receive no indemnities or benefits from the College. The employee shall enjoy the benefits set out in clause 7-4.53 during this period.

#### **7-4.34 Interruption of adoption leave**

When the child is hospitalized, the employee may interrupt their adoption leave provided for in clause 7-4.32, upon agreement with the College, and return to work for the duration of this hospitalization.

#### **7-4.35 Discontinuous adoption leave**

Upon the employee's request, the adoption leave provided for in clause 7-4.32 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

- a) If the child is hospitalized: the maximum number of weeks of interruption of adoption leave shall be equivalent to the number of weeks of this hospitalization.
- b) If the employee is on leave because of an accident or illness: the maximum number of weeks of interruption of adoption leave shall be equivalent to the

number of full weeks such a situation lasts, up to a maximum of twenty-six (26) weeks within a twelve (12)-month period<sup>1</sup>.

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

- c) If the employee is on leave because of a situation covered by sections 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1): the maximum number of weeks of interruption of the leave shall be equivalent to the number of full weeks such a situation lasts, subject to the provisions of clause 7-16.09.

During such leaves of absence provided for in this clause, the employee shall be deemed to be on leave without pay and shall receive no indemnities or benefits from the College. The employee shall enjoy the benefits set out in clause 7-4.53 during this period.

#### **7-4.36**

Upon the employee's resumption of their interrupted or discontinuous leave under clauses 7-4.34 and 7-4.35, the College shall pay the employee any indemnities to which they would have been entitled had they not interrupted or broken down their adoption leave, for the number of weeks remaining under clause 7-4.32, subject to clause 7-4.01.

#### **7-4.37 Cases eligible for the QPIP or the EIP**

During the adoption leave provided for in clause 7-4.32, the employee who has completed twenty (20) weeks of service<sup>2</sup> shall receive indemnity equal to the difference between their basic weekly salary and the amount of benefits they are receiving, or would receive upon request, under the QPIP or the EIP.

This indemnity shall be based on the QPIP or EIP benefits to which the employee is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance (CQLR, chapter A-29.011) or the EIP.

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

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<sup>1</sup> Unpaid leave of absence as per article 79.1 of the Act respecting labour standards (CQLR, chapter N-1.1).

<sup>2</sup> The absent employee accumulates service if his/her absence is authorized, in particular for disability, and includes a benefit or a salary.

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

#### **7-4.38**

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

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

If the employee can demonstrate that only part of the remuneration is a regular salary, the compensation shall be limited to that percentage.

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

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

#### **7-4.39 Cases ineligible for both the QPIP and the EIP**

An employee who is not entitled to adoption benefits under the QPIP or parental benefits under the EIP who adopts a child other than the child of their spouse shall receive, during the adoption leave provided for in clause 7-4.32, indemnity equal to their basic weekly salary, if the employee has completed twenty (20) weeks of service<sup>1</sup>.

#### **7-4.40 Leave without pay for the purposes of adoption**

An employee shall be entitled, for the adoption of a child other than the child of their spouse, to leave without pay of no more than ten (10) weeks following the date they take charge of the child.

An employee who travels outside Québec for the adoption of a child other than the child of their 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.

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<sup>1</sup> The absent employee accumulates service if his/her absence is authorized, in particular for disability, and includes a benefit or a salary.

However, the adoption leave shall end no later than the week following the start of QPIP benefits and the provisions of clause 7-4.32 shall apply.

During such leave, the employee shall enjoy the same benefits as those related to a leave without pay or part-time leave without pay provided for in clause 7-4.53.

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

### **7-4.41**

a) The employee shall be entitled to one of the following leaves:

- i) a leave without pay for a maximum duration of two (2) years which immediately follows the maternity leave shall be granted to the employee as an extension of the maternity leave provided for in clause 7-4.06;
- ii) a leave without pay for a maximum duration of two (2) years which immediately follows the paternity leave provided for in clause 7-4.22. However, the duration of the leave shall not exceed the 125<sup>th</sup> week following the child's birth;
- iii) a leave without pay for a maximum duration of two (2) years which immediately follows the adoption leave provided for in clause 7-4.32. However, the duration of the leave shall not exceed the 125<sup>th</sup> week following the child's arrival at home.

A full-time employee who does not avail themselves of this leave is entitled to take a partial leave without pay spread over a maximum period of two (2) years. However, the duration of the leave shall not exceed the 125<sup>th</sup> week following the child's birth or the child's arrival at home.

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

- to change their leave without pay to a partial leave without pay or vice-versa, as the case may be;
- to change their partial leave without pay to a different type of partial leave without pay.

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

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

An employee who does not take the leave without pay or the partial leave without pay to which they are entitled may take the leave unused by their spouse either as leave without pay or partial leave without pay by complying with the necessary formalities.

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

- b) The employee who does not avail themselves of the leave provided for in paragraph a) may benefit after the child's birth or the child's adoption, from a leave without pay for a maximum of fifty-two (52) continuous weeks beginning at the employee's convenience and ending seventy (70) weeks after the birth of the child at the latest or, in the case of an adoption, seventy (70) weeks after the child has come under their care

#### **7-4.42 Discontinuous leave without pay**

Before the expiry of the first fifty-two (52) weeks of the full-time leave without pay, the employee may break down their leave according to the provisions provided for in clause 7-4.11, by making the necessary adaptations.

During such discontinuous leave provided for in this clause, the employee shall be considered on leave without pay and shall receive no indemnity or benefit from the College. The employee shall enjoy the benefits provided for in clause 7-4.53 during this period.

#### **7-4.43 Leave for parental responsibilities**

Subsequent to a written notice submitted at least thirty (30) days in advance, an employee shall be granted an unpaid leave or a part-time unpaid leave for a maximum of one (1) year's duration, in order that they may take care of their under-aged child suffering from affective disorders, or who is handicapped, or who suffers from a long-term disease.

While on leave, seniority shall be accumulated on the same basis as it was prior to that leave; however, the work performed is subject to the provisions governing part-time personnel.

### **Section VII - Miscellaneous Provisions**

#### **Calculation and Payment of the Indemnity**

##### **7-4.44**

For the purpose of calculating and paying the maternity leave indemnity provided for in clauses 7-4.13, 7-4.14 or 7-4.16, the paternity leave indemnity provided for in clauses 7-4.27 or 7-4.29 and the adoption leave indemnity provided for in clauses 7-4.37 or 7-4.39, the following provisions apply:

- a) No indemnity shall be paid to an employee for a vacation period during which they are remunerated.
- b) Unless the applicable salary payment is on a weekly basis, the indemnity shall be paid every two (2) weeks, the first (1<sup>st</sup>) instalment to be paid, in the case of an employee eligible for QPIP or EIP benefits, fifteen (15) days after the College has received proof that the employee is receiving benefits from one of these plans. Admissible proof under this paragraph includes a benefit statement, a payment stub or information supplied by the Ministère du Travail, de l'Emploi et de la Solidarité sociale or by ESDC to the College in an official statement.
- c) The time of service includes time worked with employers of the public and parapublic sectors (Civil Service, Education, Health and Social Services), of health and social services agencies, of agencies for which the law provides that salary standards and rates of their employees are to be determined by the Government (Appendix "19"), of the "Office franco-québécois pour la jeunesse", of the "Société de gestion du réseau informatique des commissions scolaires" and of any other agency mentioned in Appendix "C" of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

Moreover, the requirements concerning twenty (20) weeks of service under clauses 7-4.13, 7-4.14, 7-4.16, 7-4.27, 7-4.29, 7-4.37 and 7-4.39 shall be considered to be fulfilled, as the case may be, when an employee does so with any of the employers listed in the present paragraph.

- d) The basic salary of a part-time employee is the average weekly salary they received during the twenty (20) weeks prior to their maternity, paternity or adoption leave. The twenty (20)-week period prior to the leave of the employee shall, for the purpose of establishing their average basic weekly salary, exclude all periods during which they were laid off.

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

On the other hand, any period, during which the employee entitled to a special leave provided for in clause 7-4.18 does not receive any indemnity from the CNESST is excluded in the calculation of their average basic weekly salary.

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

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

- e) When the employee is temporarily laid off, the maternity, paternity or adoption leave indemnity to which they are entitled according to this collective agreement and paid by the College terminates at the date of the layoff.

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

The weeks for which the employee has received the leave indemnity and the weeks during which they have been laid off are deducted from the number of weeks that the employee is entitled to. The leave indemnity is restored for the remaining weeks.

#### **7-4.45**

An employee who receives a regional disparity premium under the terms of the present collective agreement shall continue to receive it during her maternity leave as provided for in clause 7-4.06, their paternity leave as provided for in clause 7-4.22 or their adoption leave provided for in clause 7-4.32.

### **Notices and Prior Notices**

#### **7-4.46 Notice – Maternity leave**

To avail herself of maternity leave as provided for in clause 7-4.06, an employee must give the employer prior notice in writing at least two (2) weeks before the date of her departure. A medical certificate of pregnancy or a written report signed by a midwife attesting to the pregnancy and noting the expected date of delivery must accompany the notice.

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

#### **7-4.47 Notice – End of maternity leave**

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

An employee to whom the College has forwarded the above notice must report to work upon expiry of maternity leave, unless it be extended in the manner provided by clause 7-4.50.

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

#### **7-4.48 Notice – Paternity and adoption leave**

The paternity leave provided for in clause 7-4.22 and the adoption leave provided for in clause 7-4.32 shall be granted upon written request submitted at least three (3) weeks in advance, which shall include the date of return to work. However, this timeframe may be shorter if the birth occurs before the due date.

#### **7-4.49 Notice – End of paternity or adoption leave**

An employee must report for work at the expiry of their paternity leave provided for in clause 7-4.22 or their adoption leave provided for in clause 7-4.32, unless they take the opportunity of a leave without pay as provided for in clause 7-4.50.

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

#### **7-4.50 Notice – Leave without pay**

Leave without pay provided for in clause 7-4.41 shall be granted upon written request submitted at least three (3) weeks in advance, which must specify the date of return to work.

Partial leave without pay is granted upon written request submitted at least thirty (30) days in advance, which must specify the date of return to work. The request must also specify the arrangement of the leave and such, as pertaining to the employee's position. In the case of a full-time employee who takes a partial leave without pay and in case of disagreement with the College concerning the number of days per week, the employee is entitled to a maximum of two and a half (2½) days per week or the equivalent and this, for up to a maximum of two (2) years.

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

#### **7-4.51 Notice – End of the leave without pay**

An employee, who has been notified four (4) weeks in advance by the College of the end of their leave without pay, must give advance notice of their return to work at least two (2) weeks before that expiration date of such a leave. If the employee has not reported to work on the date at which the leave was scheduled to end, they shall be deemed to have resigned.

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

**BENEFITS****7-4.52**

During a maternity leave provided for in clause 7-4.06, during all the first six (6) weeks of any extension provided by clause 7-4.09, during a paternity leave provided for in clauses 7-4.21 and 7-4.22, and during an adoption leave provided for in clauses 7-4.30, 7-4.31 and 7-4.32, the employee retains any of the following benefits they are normally entitled to:

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

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

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

**7-4.53**

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

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

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

**7-4.54**

Upon return from maternity leave provided for in clause 7-4.06, paternity leave provided for in clauses 7-4.21 and 7-4.22, adoption leave provided for in clauses 7-4.30, 7-4.31

and 7-4.32, or leave without pay for purposes of adoption provided for in clause 7-4.40, or leave without pay or part-time leave without pay provided for in clause 7-4.41, the employee resumes their position or, as the case may be, a position they requested and obtained during their leave in conformity with the provisions of the collective agreement. In the event this position has been abolished or in the case of displacement, the employee retains the same rights as if they had been at work.

In the same manner, upon return from maternity leave provided for in clause 7-4.06, paternity leave provided for in clauses 7-4.21 and 7-4.22, adoption leave provided for in clauses 7-4.30, 7-4.31 and 7-4.32, or leave without pay for purposes of adoption provided for in clause 7-4.40, or, leave without pay or part-time leave without pay provided for in clause 7-4.41, the employee who does not hold a position resumes the assignment they held when leaving if the foreseen duration of such assignment carries on after the end of the leave. If the assignment has ended, the employee is entitled to any other assignment as per the provisions of the collective agreement.

#### **7-4.55**

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

#### **7-4.56**

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

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

#### **7-5.01**

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

#### **7-5.02**

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

#### **7-5.03**

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

**7-5.04**

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

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

**Article 7-6.00 - Annual Holidays Quanta****7-6.01**

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

**7-6.02**

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

**7-6.03**

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

**7-6.04**

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

**7-6.05**

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

**7-6.06**

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

**7-6.07**

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

**7-6.08**

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

**7-6.09**

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

**7-6.10**

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

**7-6.11**

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

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

- a) during the twelve (12) first months of disability;
- b) during a maternity leave provided for in clause 7-4.06;
- c) during an extension of a maternity leave granted under clause 7-4.09 for a maximum of six (6) weeks;
- d) during a special leave provided for in clauses 7-4.18 or 7-4.19;
- e) during a paternity leave provided for in clauses 7-4.21 or 7-4.22;
- f) during an adoption leave provided for in clause 7-4.30, 7-4.31 or 7-4.32;
- g) during a leave without pay of a maximum duration of twelve (12) weeks during which an employee receives parental benefits from the QPIP;
- h) during an unpaid leave of a maximum of twelve (12) weeks covering the weeks of the waiting period (a maximum of two (2) weeks) and the weeks during which the employee receives Employment Insurance parental benefits (a maximum of ten (10) weeks);
- i) during an absence resulting from a work accident or a professional illness;
- j) during an unpaid leave of a maximum of thirty (30) working days;
- k) during a period of rehabilitation provided for in clause 7-14.03 for the hours of work performed.

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

**Formula of deduction of days of vacation**

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

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

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

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

**7-6.12**

For the part-time employee, the length of their vacation shall be determined according to the seniority accumulated on June 1st of each year. The remuneration for the said vacation period shall be calculated in proportion to the hours worked or paid during the year ending June 1, including the first twelve (12) months of a period of disability.

**7-6.13**

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

**Article 7-7.00 - Annual Holidays****7-7.01**

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

**7-7.02**

Within each service, the employees shall proceed to choose the dates of their annual holidays, according to seniority, between April 1 and May 1 of each year. This choice shall be made by order of seniority. However, the employees assuming family responsibilities within the meaning of the Act respecting labour standards (CQLR, chapter N-1.1), and this according to seniority, shall have a priority over five (5) vacation days. In this case, the employee shall provide the College, upon request, with a document attesting to these responsibilities.

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

These dates shall be submitted for approval to the College, which shall take into account the choice of the employees subject to the needs of the service. The dates of the holidays may only be changed after an agreement between the employee and the College and after consultation with the Union if the request for modification of the employee's holiday dates is made by the College.

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

In the case of an employee (with medical certification) being hospitalized during their holidays, they may transfer the equivalent of the time being hospitalized to a subsequent date and, as the case may be, the period of disability following the hospitalization.

Should an employee be unable to take their holidays because of sickness, maternity or adoption leave, working accident or professional sickness, having occurred before the beginning of the holidays, they may postpone their holiday period to a later date. The choice of the new holiday period shall be made according to the provisions set forth in this clause.

#### **7-7.03**

The holidays shall be taken, in whole or in part, but whenever possible in periods of at least one (1) week at a time. However, the Union and the College can arrange to close the College for the holiday period.

#### **7-7.04**

Every employee may, after reaching an agreement with the College, increase the number of weeks of holidays to which they are entitled in accordance with article 7-6.00, by reducing by one and ninety-three percent (1,93 %) the salary they receive during the acquisition period of their holidays, for each additional week of holidays which they wish to obtain the following year.

During the period of voluntary reduction of salary for the acquisition of additional holidays, the College shall continue to contribute to the pension plan, as if the employee were not benefiting from the previous paragraph, insofar as the employee pays their own contribution.

#### **7-7.05**

An employee who is called back to work during their holiday shall be remunerated at the rate of two hundred percent (200%) in addition to receiving the equivalent of their work time in holiday time.

#### **7-7.06**

The sick-leave days with cash surrender provided for in the fourth (4<sup>th</sup>) paragraph of clause 7-14.36 may be converted into holidays if there is an agreement between the College and the employee on the choice of the dates of such holidays.

Should the employee be unable to take those holidays on the dates agreed upon, the College and the employee must agree on other dates for the holidays.

Failing an agreement, those sick-leave days which were converted into holidays shall have cash surrender value at the rate applicable on the previous June 30 or transferred to the employee's bank of sick-leave days without cash surrender value according to the terms of the third (3<sup>rd</sup>) paragraph of clause 7-14.36.

## **Article 7-8.00 - Hygiene and Safety**

### **7-8.01**

With a view to preventing illnesses and work accidents, the College shall maintain a high degree of safety and hygiene at work. The Union shall cooperate towards this end.

### **7-8.02**

The College shall undertake to provide first-aid to the injured. If first-aid is not available on the premises, the College shall make, without delay, the necessary arrangements to transport the injured employee to the hospital, at the College's expense.

### **7-8.03**

An employee who discovers a situation which is or which could become dangerous, either for their own safety or for the safety of other employees or the public, must immediately notify their immediate supervisor.

In such a case, the College shall immediately take the necessary measures, if need be, to correct the situation.

### **7-8.04**

The College agrees to provide a medical examination, once per contractual year, for the employee who requests it and who, due to the nature of their work, is exposed to a health risk. This medical examination will be at the College's expense, save for travel expenses.

### **7-8.05**

The employee shall never be obliged to place themselves in dangerous situations in the carrying out of their duties.

### **7-8.06**

Except for the cases where such assignments are already provided for in their employment class, the College undertakes to consult the Union before designating an employee to give first aid. An employee thus designated may refuse.

### **7-8.07**

The College shall forward to the Union a copy of any report of an employee's work accident or occupational illness within five (5) working days of such a report.

**7-8.08**

The parties may agree on creating a Health and Safety at Work Parity Committee, it being understood that all other categories of personnel may participate in the Committee.

There shall be only one committee per College.

**Article 7-9.00 - Apparel and Uniforms****7-9.01**

The College shall furnish its employees, free of charge:

- a) with any uniform, the wearing of which is required because of the nature of the work;
- b) any special apparel specified in regulations or standards promulgated in accordance with Acts respecting occupational health and safety;
- c) any other protective clothing or accessories necessary for the hygiene and safety of the employees in the exercise of their duties, such as waterproof garments, raincoats, boots, adjustable safety goggles, overalls, aprons, and other items of the same nature, etc.

If, for the employee's hygiene, health or safety, certain duties require that they wear special garments or accessories other than those outlined above, the local parties shall determine them by agreement.

**7-9.02**

The uniforms or garments provided for in clause 7-9.01 which are supplied by the College shall remain its property and may only be replaced by returning the old uniform or garment, except in circumstances beyond control. It shall be the College's responsibility to decide whether a uniform or garment should be replaced.

**7-9.03**

No employee shall be bound to supply the tools necessary for carrying out their work.

**Article 7-10.00 - Leave of Absence Without Pay****7-10.01**

The College may grant a regular employee who so requests in writing a full-time or part-time leave of absence without pay. Such a leave may be granted with staggering of salary.

If it is a leave of absence without pay for more than thirty (30) days, the College shall consult the L.R.C.

If it is a leave of absence without pay for thirty (30) days or less, the College shall transmit to the Union a copy of the request as well as the answer and this within ten (10) working days of the latter.

If it is a leave of absence without pay for less than six (6) months within the same fiscal year, a regular employee may, after agreement with the College, have their salary staggered over the same fiscal year.

**7-10.02**

The duration of such a leave of absence shall not exceed twelve (12) months and may be extended following agreement between the parties.

However, when it is an educational leave of absence, the leave shall be granted for the normal duration of the program of study, provided the employee supplies satisfactory proof each semester that the course of study was actually taken. If the employee fails to present this proof, their educational leave shall automatically terminate and the employee shall be considered to be on leave without pay in accordance with clause 7-10.01 and, if applicable, on an extension of such leave since the beginning of the year for which such proof was not provided.

**7-10.03**

The regular employee with employment security shall benefit, after a preliminary written request at least thirty (30) days in advance, from a leave of absence without pay of six (6) months to one (1) year.

The employee's request must specify the duration of the leave of absence. Such a leave of absence must be full-time and can only be obtained once per period of five (5) years.

**7-10.04**

Upon expiry of the leave of absence, the employee shall resume their position, subject to the provisions of articles 5-2.00, 5-4.00, 5-5.00 and 5-6.00. The employee who fails to report to work upon expiry of such a leave of absence shall be considered as having resigned, except for such absences authorized by virtue of the collective agreement, in which case the employee must immediately inform the College of the reasons for such an absence.

**7-10.05**

The employee benefiting from such a leave of absence continues to participate in the basic health insurance plan by paying all premiums. They may also continue to participate in the other group insurance plans and retirement plan, provided that they pay the entire amount of premiums and contributions required in so far as the master policies and the Law permit it.

**7-10.06**

The employee who wishes to terminate their leave of absence without pay before the date provided for must give a written notice of their intention at least two (2) months before their return.

**Article 7-11.00- Civil Responsibility****7-11.01**

The College shall agree to stand up for any employee whose civil responsibility may be at issue because of actions committed in or at times of the performance of their duties and, except for an offence of a very serious nature, to lay no claim against them in such a case.

**7-11.02**

As soon as the legal responsibility of the College is recognized by the former or established by court, the College shall compensate the employee for the total or partial loss, theft or destruction of their personal belongings normally used in the performance of their duties or brought to the College, except in the case of gross negligence on the employee's part. In the case where an employee's insurance covers loss, theft or destruction of such belongings, the indemnity paid shall be equal to the actual loss suffered by the employee.

**Article 7-12.00 - Expense Allowances****7-12.01**

No employee shall be required to use their motor vehicle in the performance of their duties.

**7-12.02**

The College shall reimburse the employee for any expense authorized in advance by the former, incurred in the performance of their duties, according to the policy set by the College and applicable to all categories of personnel. The reimbursement must be made at the latest thirty (30) days following the date on which it is claimed.

**7-12.03**

The College shall pay the employee who requests it an advance equal to the estimated expenses.

**7-12.04**

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

**Article 7-13.00 - Handicapped Employee****7-13.01**

In the event of an employee becoming incapable of fulfilling the normal requirements of their current position following an accident or illness, the College, after discussion with the union representatives and the employee concerned, shall:

- a) establish different working conditions to the extent that the handicapped employee satisfies such conditions; the position thus modified belongs to this employee

or

- b) permit the handicapped employee to occupy the position of another employee, if the latter agrees, and the latter shall become the holder of the position left vacant by the handicapped employee.

In all cases, the College shall take into account the employee's functional restrictions or limitations.

All of the above may be submitted to the grievance procedure, if need be.

**7-13.02**

For the purpose of applying clause 7-13.01, the College shall, to the extent this is possible, make use of the employee to the maximum of their residual capacities.

**7-13.03**

In the event that the change in working conditions provided for in clause 7-13.01 entails a change of position, the College may proceed with necessary personnel movement and it is not then required to resort to the mechanisms of elimination or posting of positions.

If this position constitutes a demotion, the handicapped employee's salary rate shall be maintained until such time when they are integrated in the pay scale or rate which corresponds to their new employment class.

**7-13.04**

Notwithstanding clauses 5-4.04 to 5-4.06, an employee may only take advantage of their right of displacement with regard to a handicapped employee to the extent that this is their only possibility.

**7-13.05**

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

## **Article 7-14.00- Life, Health and Salary Insurance Plans**

### **Section I - General Provisions**

#### **7-14.01**

A full-time or part-time employee who is eligible to participate in life, health and salary insurance plans, as of the effective date of the various plans and until retirement, is entitled to a full contribution from the College<sup>1</sup>.

#### **7-14.02**

For the purposes of this section, the term "dependent" shall imply the employee's dependent spouse or child, or a person functionally disabled, as defined as follows:

- a) spouse: a person who has become an employee's spouse by virtue of a marriage or a civil union legally contracted in the province of Quebec or elsewhere and recognized as valid under Quebec law, or an unmarried person or not in a civil union who has lived on a permanent basis for more than one (1) year with a person who is unmarried or not in a civil union of same or different gender whom they acknowledge publicly as their spouse or an unmarried person or not in a civil union who has lived on a permanent basis with a person who is unmarried or not in a civil union with whom they have a child. The dissolution of the marriage by divorce or annulment, or the dissolution or nullity of the civil union in accordance with the law, or a de facto separation of more than three (3) months in the case of a common-law marriage shall mean the loss of spousal status.
- b) dependent child: a child of an employee, of the spouse or of both, (including a child for whom adoption procedures have been undertaken), who is unmarried or not in a civil union and living or domiciled in Canada, who depends on the employee for their sustenance and, who is under eighteen (18) years of age; also any child who is twenty-five (25) years of age or less and who is a duly registered student attending a recognized learning institution, or, whatever their age, any child who has become totally disabled prior to their twenty-fifth (25<sup>th</sup>) birthday if they were attending a recognized learning institution and they have remained continuously disabled since that time.
- c) functionally disabled person: a person of full age, without a spouse, who has become functionally disabled as defined in the "Règlement sur le régime général d'assurance-médicament" (R.R.Q., c. A-29.01, r.2) before eighteen (18) years of age, who is not entitled to any benefits under a last resort assistance program provided for in the Individual and Family Assistance Act (CQLR, chapter S-32.001) and who lives in the home of an employee who would have parental authority if they were under-aged.

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<sup>1</sup> **Until March 31, 2022:** Any part-time employee, who works less than 75% of the time: in this case, the College shall assume half of the contribution payable for the employee concerned, the employee paying the remainder as well as their own contribution.

**7-14.03**

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

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

An employee who meets the definition provided for in the preceding paragraphs is entitled to accumulate job experience during their absence.

The employee receiving salary insurance payments may, after presenting a medical certificate issued by their medical practitioner and related to progressive return and with the colleges' agreement, carry out during a re-adaptation period all the duties related to the position they were holding before the beginning of their disability.

This re-adaptation period may not have the effect of extending the periods of full or partial payment beyond the one hundred and four (104) weeks of payment specified by clause 7-14.25.

During this re-adaptation period, the employee receives the gross salary for the work carried out and the salary insurance payment prorated according to the non-worked time. They are considered to be fully disabled during this period.

**7-14.04**

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

**7-14.05**

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

Notwithstanding the preceding, in cases of alcoholism or drug addiction, the period of disability during which an employee receives medical treatment or care in view of their rehabilitation, shall be considered a period of disability, for the purposes of this section.

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<sup>1</sup> Should read "thirty-two (32) days" instead of "eight (8) days" if the continuous period of disability which precedes the return to work is greater than three (3) months.

**7-14.06**

The provisions of the life, health and salary insurance plans provided for in the 2015-2020 Collective Agreement shall continue to apply until the date of the coming into force of the agreement. The College and the employee shall continue to contribute to these plans according to the stipulations of the 2015-2020 Collective Agreement.

Furthermore, the said health insurance plan remains effective after the date of coming into force of the agreement if the Insurance Committee of the Centrale provided for hereinafter decides to maintain it or cannot terminate the operations necessary to the coming into force of the new plan.

The life, health and salary insurance plans provided for in this section become effective on the date of coming into force of the agreement subject to provisions of a contrary nature.

**7-14.07**

As a counterpart to the College's contribution to the insurance plans provided hereinafter, the full amount of the rebate allowed by ESDC in the case of a registered plan shall be the exclusive property of the College.

**Section II - Insurance Committee of the Centrale****7-14.08**

The Insurance Committee of the Centrale shall be responsible for establishing the basic health insurance plan and the supplementary plans.

**7-14.09**

If the Committee maintains or establishes one or more supplementary group insurance plans, the cost of the plan or plans shall be borne entirely by the participating employees.

**7-14.10**

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

**7-14.11**

All contracts shall be issued in the name of the Centrale.

The contract shall include the following provisions, among others:

- a) The premium for a period shall be established according to the rate applicable to the participating employee on the first day of the period.
- b) No premium shall be payable for a period unless the employee was a participant on the first day of such period; similarly, the total premium shall be payable for the period during which an employee ceases to participate.

**7-14.12**

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

**7-14.13**

The Committee shall obtain from the insurer, for a reasonable fee added to those provided for in the retention formula, any statements or other useful or relevant statistical compilations that the Fédération and the Ministère may request. The Committee shall provide the Fédération and the Ministère with a copy of the information obtained.

**7-14.14**

The Committee shall entrust the Fédération and Ministère with the implementation and application of the basic health insurance plan; these shall be carried out according to the Committee's instructions. The Fédération and the Ministère shall be entitled to reimbursement of the costs incurred by these operations.

**7-14.15**

Dividends or rebates payable as a result of a favourable experience with the plans shall constitute funds entrusted to the Committee of the Centrale to manage. Fees, salaries and expenses or disbursements incurred in the implementation and application of the plan shall constitute a first lien against such funds, with the stipulation that the reimbursable expenses do not include the College's regular operating expenses.

**Section III - Standard Insurance Benefit Plan****7-14.16**

Any employee who works full-time or seventy-five percent (75%) or more of the full-time shall benefit, without contribution on their 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 employee who works less than seventy-five percent (75%) of the full-time.

**7-14.17**

The employee who, at the date of the coming into force of the collective agreement, is covered within the framework of a group plan to which the college contributes, by a life insurance of a greater amount than the one provided in the present collective agreement, shall continue to be insured for the amount exceeding the one provided for in the present agreement, according to the provisions of the group plan.

**Section IV - Basic Health Insurance Plan****7-14.18**

The basic plan shall insure, at least, as per the terms set down by the Insurance Committee of the Centrale, all drugs sold by a licensed druggist or by a duly authorized physician, as prescribed by a physician or a dentist, ambulance service, hospitalization or

medical expenses not otherwise recoverable when the insured employee is temporarily outside of Canada and their condition requires hospitalization.

#### **7-14.19**

The College's annual contribution to the basic health insurance plan for each employee shall be limited to the lesser of:

- a) in the case of a participant insured for themselves and their dependents:
  - three hundred sixty-three dollars and eighty cents (\$363.80<sup>1</sup>)
- b) in the case of a single insured participant:
  - one hundred forty-five dollars and sixty cents (\$145.60<sup>1</sup>).
- c) an amount equal to twice the contribution paid by the participant themselves for the benefits provided by the health insurance plan.

The College shall pay, on the basis of its prorated participation in the basic health insurance plan, the tax that applies to the premium incurred by this plan.

#### **7-14.20**

In the event that the Quebec Health Insurance Plan is extended to cover drugs, the amounts provided for in the preceding clause shall be reduced by two-thirds (2/3) of the yearly cost of the drug benefits included in the present plan. The unused balance, if there is one, shall be used for supplemental health insurance protection. The Insurance Committee of the Centrale shall determine this supplemental protection.

#### **7-14.21**

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

#### **7-14.22**

The participation in the basic health insurance plan shall be compulsory, but an employee may, by giving prior written notice to the College, refuse or cease to participate in the basic health insurance plan, provided that they establish that themselves and their dependents are insured under a group insurance plan affording similar benefits or that the employee is sixty-five (65) years of age or older.

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<sup>1</sup> The contribution is payable as of the following pay on the 45th day following the signing of the collective agreement 2020-2023. Prior to this date, the following rates shall continue to apply:

- a) in the case of a participant insured for themselves and their dependents:
  - one hundred eighty-one dollars and ninety cents (\$181.90).
- b) in the case of a single insured participant:
  - seventy-two dollars and eighty cents (\$72.80).

**7-14.23**

An employee who has refused or ceased to participate in the plan may again become eligible for admission thereto, subject to the following conditions:

- a) they must prove to the satisfaction of the insurer that:
  - they were previously covered by virtue of the current health insurance plan or of any other plan offering similar protection;
  - it is no longer possible for them to remain covered;
  - their application is filed within thirty (30) days following termination of their coverage;
- b) subject to paragraph a) above, coverage shall be effective as of the first day of the period during which the application is received by the insurer;
- c) in the case of a person who, prior to the request was not covered by the present health insurance plan, the insurer is not liable for benefit payments which could have been paid by a previous insurer in accordance with an extension or conversion clause or whatever.

**7-14.24**

The Insurance Committee of the Centrale shall have the right to agree to maintain from year to year for retired employees, plan coverage with appropriate changes, without any contribution on the part of the College, provided that:

- a) the employee's contributions to the plan and the College's corresponding contribution be determined excluding any cost resulting from the extension of coverage to include retired employees;
- b) all disbursements, contributions and rebates pertaining to retired employees be recorded separately and that any additional contribution which may be payable by employees by virtue of the aforesaid extension to retired employees be clearly identified as such.

**Section V - Salary Insurance Plan****7-14.25**

Subject to the provisions herein, every employee shall be entitled, for every period of disability during which they are absent from work, to:

- a) up to the lesser of the number of accumulated sick-leave days or five (5) working days<sup>1</sup>: the payment of a benefit equal to the salary they would have received had they been at work;

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<sup>1</sup> The waiting period for a part-time employee is equal to the number of hours normally worked or paid for their regular workweek.

- b) upon termination of the benefit payment provided for in paragraph a), if applicable, but in no event before the expiry of a waiting period of five (5) working days<sup>1</sup> from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five percent (85%) of their salary.
- c) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for an additional period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two-third percent (66 2/3%) of their salary;
- d) upon the expiry of the above-mentioned period of one hundred and four (104) weeks: the use of accumulated sick-leave days unless the employee is covered by a supplemental long-term disability group insurance plan.

**7-14.26**

The employee's salary, for the purposes of computing the benefits provided for in clause 7-14.25, is the salary they would be receiving if they were at work, including, if applicable, premiums<sup>1</sup>, additional remunerations and lump-sum amounts. However, inconvenience premiums are not calculated in this benefit.

For the employees who do not hold full-time positions, the amount shall be reduced in proportion to the regular hours worked or paid during the preceding month in relation to the amount of the benefit payable on a full-time basis, excluding from the calculation any period of layoff defined in article 5-9.00 and Appendix "14".

**7-14.27**

As long as benefits remain payable, including the waiting period, if any, the disabled employee shall continue to participate in the government and public employees' retirement plan (RREGOP), the teachers' pension plan (TPP) or the public service employees' retirement plan (CSSP), according to the applicable plan, and to benefit from the insurance plans. However, they must pay the required contributions, except that, upon termination of the payment of the benefit provided for in clause 7-14.25 a), they shall benefit from a waiver of their contributions to their retirement plan (RREGOP, TPP or CSSP) without losing any of their rights. Provisions relating to such a waiver of these contributions shall form an integral part of the retirement plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit. Subject to the provisions of the collective agreement, payment of the benefits shall not be considered as conferring upon the payee the status of a regular employee nor as increasing their rights as such, especially as regards the accumulation of sick-leave days and to the provisions of articles 5-2.00, 5-4.00, 5-5.00 and 5-6.00.

**7-14.28**

The benefits shall be reduced by the initial amount of any basic disability benefit payable under the Quebec Pension Plan (QPP), the Act respecting industrial accidents

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<sup>1</sup> The premiums must be annual or regular in nature or payable because of work that the employee is principally or customarily required to perform.

and occupational diseases (AIAOD) (CQLR, chapter A-3.001), the Régime d'assurance automobile du Québec (RAAQ) and the Pension or Retirement Plan, regardless of increases in the basic benefits subsequently arising from indexation.

In the case of disability for which indemnities are payable by virtue of the Quebec Automobile Insurance Plan, the benefit payable by the College is established as follows:

The College determines the net benefit by deducting from the gross benefit provided for by clause 7-14.25, the deductions required by law (Income Tax, QPP, QPIP, EIP); such net benefit is further reduced by the amount of the benefit received from the Société de l'assurance automobile du Québec (SAAQ); this balance is treated as a gross taxable income from which the College deducts all deductions, contributions and dues required by law and by the collective agreement.

#### **7-14.29**

In the case of disability for which indemnities are payable by virtue of the AIAOD (CQLR, chapter A-3.001) the following provisions apply:

- a) the employee shall receive from the College a benefit equal to a hundred percent (100%) of the net salary they were receiving on the date of the accident or at the start of the occupational disease. The employee shall be entitled to this benefit until such time as the CNESST declares permanent disability;
- b) notwithstanding the preceding paragraph, should the CNESST's decision be rendered before the termination of the periods provided in paragraphs b) and c) of clause 7-14.25, the benefit paid by the College for the rest of the one hundred and four (104) weeks remaining after the beginning of the disability period shall conform to the provisions of clause 7-14.25 b) or c), if need be;
- c) as long as an employee has the right to a benefit by virtue of provisions of the AIAOD (CQLR, chapter A-3.001) and until CNESST declares a permanent disability, whether it be total or partial, the employee has a right to their salary subject to the following provisions:

The College determines the net benefit by deducting from their net salary the amount of the benefit of the CNESST and the amount thus obtained is treated as a gross taxable income from which the College deducts all deductions, contributions and dues required by law or the collective agreement. The College then proceeds to pay the employee such new income plus the amount of CNESST's benefits.

As a counterpart, benefits paid out by the CNESST for such period accrue to the College and the employee must, if necessary, sign such forms that will permit such a reimbursement;

- d) during the period in which the benefits are paid according to the provisions of paragraph b) above, these benefits shall be reduced by the initial amount of any basic disability benefits payable under the Quebec Pension Plan, the AIAOD (CQLR, chapter A-3.001), the RAAQ and the Pension or Retirement Plan, regardless of increases in the basic benefits subsequently arising from indexation;
- e) the employee's bank of sick-leave credits shall not be affected by such an absence and the employee shall be considered as receiving salary insurance benefits.

For the purposes of implementing paragraphs a) and c) of this clause, the net salary shall be the gross salary reduced by federal and provincial income tax deductions and contributions, to the QPP, the QPIP and EIP, to the retirement plans and, if need be, by contributions to the insurance plans and by union dues.

#### **7-14.30**

All benefit payments shall terminate, at the latest, with the payment due for the last week of the month during which the employee takes their pension.

#### **7-14.31**

If need be, the amount of benefit shall be divided as follows: for each working day of disability during a regular workweek, one fifth (1/5<sup>th</sup>) of the amount of benefit payable for one complete week.

#### **7-14.32**

Salary insurance is payable during a strike or lockout if the period of disability began before the start of the strike or lockout. However, any period of disability beginning during a strike or lockout does not entitle the disabled employee to benefits until the strike or lockout ends, when a medical certificate must be presented to the College.

#### **7-14.33**

Benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the College, subject, however, to the employee providing the supporting documents as required.

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

In the same manner, the College is under no obligation to pay any benefit when the employee neglects to take the necessary steps with a view to obtaining benefits payable by virtue of a law, by a government agency.

Finally, when a benefit provided by law is made payable retroactively, the employee must reimburse the College such amount.

**7-14.34**

When benefit payment is withheld because of presumed absence or termination of disability, the employee may appeal the decision according to the normal procedure in cases of grievance and arbitration.

**7-14.35 Medical Certificate**

The College may, at any time, require an employee who is absent because of disability to provide a medical certificate giving the nature and duration of the disability. However, the cost of such a certificate shall be borne by the college if the employee is absent for less than four (4) days. The College may also require an examination of the employee concerned in connection with any absence.

When the employee returns to work, the College may require that they undergo a medical check-up in order to establish that they have recovered sufficiently to return to work.

Should the opinion of the physician chosen by the College disagree with that of the physician consulted by the employee, the latter shall have the right to an examination by a physician chosen jointly by both physicians. The conclusions of this third physician shall be final. Until the College receives in writing the conclusions of the third physician, the employee shall be considered on disability and shall receive the salary insurance benefits as provided for in this article.

The cost of the examination provided for in the three (3) preceding paragraphs as well as the transportation costs if the employee has to travel more than fifty (50) kilometres from their place of employment, are paid by the College.

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

**Bank of sick-leave days****7-14.36**

When applicable, on July 1 of each year, the College shall credit each full-time employee covered by this section with seven (7) days of sick-leave. The days thus granted shall be non-cumulative but shall have cash surrender value on June 30 of each year when not used during the year, by virtue of the agreement and this, on the basis of one two hundred and sixtieth (1/260th) of the salary applicable to this date per day not used, the proportion of the one two hundred and sixtieth (1/260th) of the salary applying for a fraction of unused day. Such payment is made, if need be, at the latest on the September 1 of each year.

However, during the employee's first (1<sup>st</sup>) year of service, except in the case of an employee who is relocated in accordance with the job security provisions, the College shall add a credit of six (6) sick-leave days without a cash surrender value.

The employee who has accumulated thirteen (13) days or less of sick-leave to their credit on June 1 may, by written notice to the College before this date, choose not to

cash in the balance or part of the balance on June 30 of the seven (7) days granted in accordance with the first paragraph of this clause and not used by virtue of this section. The employee having made this choice shall on June 30 add the balance or part of the balance these seven (7) days, which cease to have a cash surrender value, to the days of sick-leave already accumulated.

During the month of June, the employee may choose to convert into holidays the totality or part of the balance on June 30 of the seven (7) days of sick leave granted by virtue of the first paragraph of the present clause and unused by virtue of the present section. This conversion is possible as long as the terms and conditions of clause 7-7.06 are fully respected.

### **7-14.37**

If an employee becomes covered by this section in the course of a fiscal year, the number of days credited for the year involved as per the first paragraph of clause 7-14.36 is reduced in proportion to the number of complete months of service<sup>1</sup>.

Also, if an employee leaves their job in the course of a contractual year, or if they are not yet on active service for a part of the year, the number of days credited to them as per the first paragraph of clause 7-14.36 is reduced in proportion to the number of complete months of service<sup>1</sup>.

For purposes of implementing this clause, the following leaves do not result in any reduction of days credited for the year in progress:

- maternity leave provided for in clause 7-4.06;
- the extension of maternity leave provided for in clause 7-4.09, for a maximum of six (6) weeks;
- the special leave provided for in clauses 7-4.18 or 7-4.19;
- the paternity leave provided for in clauses 7-4.21 or 7-4.22;
- the adoption leave provided for in clauses 7-4.30, 7-4.31 or 7-4.32;
- the sabbatical leave with deferred or anticipated salary provided for in article 7-17.00.

The days of sick leave used by an employee to make up for the waiting period shall not be recoverable by the College even if the employee was disabled for a period of time that would normally result in its ability to recover the sick leave credits.

### **7-14.38**

In the case of a part-time employee, the number of days credited is reduced in proportion to their regular workweek compared to that of a full-time employee in the employ of the College.

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<sup>1</sup> A complete month of service means a month in which an employee worked or was paid for one half (1/2) or more of the number of working days in that month.

**Use of previous banks of sick-leave****7-14.39**

The employee who benefited from sick-leave days with cash surrender value shall retain the right to the reimbursement of the value of the payable days accumulated on January 1, 1973, in accordance with the provisions of the collective agreement formerly applicable, with the stipulation that, even if no new day is credited, the percentage of days with cash surrender value shall be determined by taking into account the years of service prior to and following January 1, 1973.

This value shall be determined on the basis of the January 1, 1973 salary and shall bear interest at the rate of five percent (5%) compounded annually. These provisions shall not, however, change the value already set by virtue of a previous agreement for sick-leave days with cash surrender value.

The value of an employee's redeemable days may be used to pay for the cost of buying back previous years of service as provided for in the provisions relating to retirement plans (TPP, CSSP and RREGOP) or to increase to eighty-five percent (85%) the payment of sixty-six and two-third percent (66 2/3%) of salary during the second year of disability.

**7-14.40**

An employee's bank of sick-leave days with cash surrender value as of January 1, 1973 may also be used, at a rate of one (1) day per day, for purposes other than illness when the previous collective agreements allowed such use. By the same token, an employee's sick-leave days with cash surrender value as of January 1, 1973 may also be used, at the rate of one (1) day per day, for purposes other than illness, that is: in case of parental leave provided for in article 7-4.00 or for extending the employee's disability leave upon expiry of the benefits provided for in paragraph c) of clause 7-14.25. The employee may also use their accumulated sick-leave days without cash surrender value, at the rate of one (1) day per day, to extend their disability leave upon expiry of the benefits provided for in paragraph c) of clause 7-14.25.

The employee's bank of sick-leave days with cash surrender value as of January 1, 1973, shall be considered as used on this date, when they are used by virtue of this clause as well as by virtue of the other clauses of this section.

**7-14.41**

The employee who, according to the provisions of clause 38.00 of the 1972-1975 collective agreement, has chosen not to use their redeemable days shall be considered as having maintained this choice for the duration of this agreement.

**Miscellaneous provisions****7-14.42**

The sick-leave days to an employee's credit on the date of coming into force of the collective agreement shall remain to their credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

1. The days with cash surrender value credited by virtue of clause 7-14.36 of the agreement.
2. After having used up the days mentioned in paragraph 1. of this clause, the other days with cash surrender value to the employee's credit as provided for in clause 7-14.41.
3. After having used up the days mentioned in paragraphs 1. and 2. of this clause, the days without cash surrender value to the employee's credit.

**7-14.43**

Persons receiving disability payments on the date of coming into force of the collective agreement shall remain covered under the plan in effect at the beginning of the disability period, with the stipulation that this clause does not entail an increase in the benefits provided under the present salary insurance plan, especially with regards to the amount and duration of the benefits.

**7-14.44 Gradual Early Retirement**

The employee who has to their credit a bank of sick-leave days with cash surrender value may, if the College so agrees, avail themselves of a gradual early retirement under the following conditions:

- a) the employee must be admissible to their retirement at the end of their gradual early retirement;
- b) the employee must reduce their regular workweek and compensate the difference in salary by drawing on their bank of sick-leave;
- c) at the end of their gradual early retirement, the employee must definitely go on retirement and resign;
- d) the other conditions are determined between the employee and the College.

**Article 7-15.00 - Leave of Absence for a Public Office****7-15.01**

The College shall recognize the same rights for an employee to participate in public affairs as those which are recognized for all citizens.

**7-15.02**

Upon a written request made thirty (30) days prior to the date of their departure, the employee shall obtain from the College a leave of absence without pay not exceeding three (3) months, in order to present themselves as a candidate for any election: federal, provincial, municipal or school.

**7-15.03**

The employee who is defeated shall resume at the end of their leave of absence without salary the position they held with the rights and privileges that they had acquired on the date of their departure subject to chapter 5.

**7-15.04**

The employee elected in a municipal or school election, or to the board of directors of a hospital or of a local community services centre, shall benefit from leave without pay for meetings or for the official activities of their elected position, after having informed the College.

**7-15.05**

The employee elected in a provincial, federal or municipal election may, upon the expiry of their mandate, resume a position similar to that which they held at the time of their leave of absence without pay, whenever a position becomes available.

Within the twenty-one (21) days after the expiry of their mandate, they must inform the College of their decision to avail themselves of this section. Failing this, they shall be considered as having resigned.

**7-15.06**

The College shall recognize the employee's right to be named to a government board of inquiry and their right to a leave without pay for the duration of their mandate.

**7-15.07**

The leaves of absence provided for in this section, except for those in clause 7-15.04, shall be on a full-time basis.

**7-15.08**

The employee benefiting from a leave of absence without pay for a public office continues to participate in the basic health insurance plan by paying all premiums. They may also continue to participate in the other group insurance plans and the retirement plan, provided that they pay the entire amount of premiums and contributions required and insofar as the master policies and the Law permit it.

**7-15.09**

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

**Article 7-16.00 - Special Leaves of Absence****7-16.01**

The employee, unless they receive income insurance benefits or benefits from another type of leave of absence, shall be entitled to leave with pay in the following cases:

- a) their marriage or civil union: five (5) consecutive working days including the day of the wedding or civil union; after agreement with the College, the employee may take two (2) additional weeks of leave without salary;
- b) the marriage or civil union of their father, mother, son, daughter, brother or sister: the day of the wedding or civil union;
- c) the death of their spouse or of their child: five (5) working days;
- d) the death of their father, mother, brother or sister: three (3) working days;
- e) the death of their father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather or grandmother: three (3) working days;
- f) the death of their grandson or granddaughter: one (1) working day;
- g) when they move: the moving day; however, an employee is not entitled to more than one (1) day of leave per contractual year;
- h) any act of God (disaster, fire, flood, etc.) which forces an employee to be absent from work: the number of days determined by the college after agreement with the employee.

In such cases as described in paragraphs c), d), e) and f) of this clause, when the death is covered by the Act respecting end-of-life care (S-32.001), the employee may take this leave as of the day preceding the death.

#### **7-16.02**

In such cases as described in paragraphs b), d) and f) of clause 7-16.01, the employee is entitled to one (1) extra day of leave if the incident occurs at least two hundred and forty (240) kilometres from their place of residence, and to two (2) extra days if it happens at least four hundred and eighty (480) kilometres from their residence.

#### **7-16.03**

In all cases, the employee must inform their immediate supervisor and produce, upon request, the proof, whenever possible, or the certification of these events. In this section the words days of absence represent a full period of twenty-four (24) hours.

#### **7-16.04**

The employee who is requested to act as a juror or as a witness in a case must not lose any salary and the College shall maintain their salary as if they were normally working during the period of their absence. However, they must give the College the indemnity received as a witness or juror, except the amounts allocated by law as expenses in addition to the aforementioned indemnity. In no case, must the refund required exceed the employee's regular salary.

**7-16.05**

The employee, who so requests the College in writing, shall be entitled to obtain, for urgent and serious reasons, an authorization for absence without loss of salary. The reasons put forward in support of their request must be stated in this request.

**7-16.06**

The employee may, for any personal reason, take at least one half-day off from work at a time, up to an accumulation of three (3) days per contractual year. Such time off will be deducted from the employee's bank of non-refundable sick-leave days. In the case where the employee has no non-refundable sick-leave days left, the time off will be without pay.

**Leave for family reasons****7-16.07**

The employee may take leave from work up to ten (10) days per year to fulfill obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of the employee's spouse, a relative<sup>1</sup> or a person for whom the employee is acting as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code (chapter C-26).

The employee must advise the College of their absence as soon as possible.<sup>2</sup>

These absences shall be deducted from the non-refundable sick-leave bank, or alternatively they shall be deducted from refundable sick-leave bank, or alternatively they are without pay. During this leave, the employee shall accumulate seniority and experience.

These days may be divided into half-days.

**7-16.08**

In accordance with the terms and conditions herein, the employee may take leave for family responsibilities in the following cases:

- a) A leave without pay of up to sixteen (16) weeks over a twelve (12) month period shall be granted to an employee where they must stay with their spouse, a relative<sup>1</sup> or a person for whom the employee is acting as a caregiver, as attested by a

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<sup>1</sup> For the purposes of clauses 7-16.07 and 7-16.08, the term "relative" shall imply the child, the father, the mother, the brother, the sister and the grandparents of the employee or their spouse, as well as the spouses of these individuals, their children and the spouses of their children.

Are also considered the relative of an employee for the purposes of this clause:

1° a person having acted or acting as a foster family for the employee or the employee's spouse;

2° a child for whom the employee or the employee's spouse has acted or is acting as a foster family;

3° a tutor or, curator of the employee or the employee's spouse or a person under the tutorship or curatorship of the employee or the employee's spouse;

4° an incapable person having designated the employee or the employee's spouse as mandatary;

5° any other person in respect of whom the employee is entitled to benefits under an act for the assistance and care the employee provides owing to the person's state of health.

Source: article 79.6.1 of the Act respecting labour standards (CQLR, chapter N-1.1).

<sup>2</sup> Source: article 79.7 of the Act respecting labour standards (CQLR, chapter N-1.1).

professional working in the health and social services sector and governed by the Professional Code (chapter C-26) because of a serious illness or a serious accident.

In the case where the relative or this person is a minor child, this period of absence shall not exceed thirty-six (36) weeks over a period of twelve (12) months.

The employee may extend their leave without pay up to a maximum of one hundred and four (104) weeks in the following cases:

- if their minor child has a serious and potentially mortal illness, attested by a medical certificate;
  - if they must stay with their minor child who suffered serious bodily injury during or resulting directly from a criminal offence that renders the child unable to carry on regular activities.
- b) A leave without pay of up to twenty-seven (27) weeks over a period of twelve (12) months shall be granted to an employee where they must stay with a relative<sup>1</sup>, other than their minor child, or a person for whom the employee acts as a caregiver, as attested by a professional working in the health and social services sector and governed by the Professional Code (chapter C-26), because of a serious and potentially mortal illness, attested by a medical certificate.
- c) A leave without pay for up to one hundred four (104) weeks shall be granted to an employee if their minor child has disappeared. If the child is found before the expiry of the maximum duration of fifty-two (52) weeks, that period shall end on the 11<sup>th</sup> day that follows the day on which the child is found.
- d) A leave without pay for up to one hundred four (104) weeks in the case of the death of their minor child.
- e) A leave without pay for up to one hundred four (104) weeks shall be granted to an employee if the employee's spouse, father, mother or adult child commits suicide.
- f) A leave without pay for up to one hundred and four (104) weeks shall be granted to the employee if the death of the employee's spouse or adult child occurs during or results directly from a criminal offence.
- g) A leave without pay of up to twenty-six (26) weeks over a period of twelve (12) months shall be granted to an employee who is a victim of domestic or sexual violence.

For all cases of leave provided for in this clause, the employee shall advise the College as soon as possible<sup>1</sup> of the reasons for such a leave and shall provide, upon request, evidence to account for such absences.

Moreover, articles 79.13 to 79.16 of the Act respecting labour standards (CQLR, chapter N-1.1) shall apply to the leaves provided for in this clause.

#### **7-16.09**

During one of the leaves provided for in clauses 7-16.07 and 7-16.08, the provisions of clauses 7-4.51, 7-4.53 and 7-4.54 shall apply with the necessary adjustments.

### **Article 7-17.00 - Sabbatical Leave Plan with Deferred or Anticipated Salary**

#### **7-17.01 Object of the Plan**

The Leave with Deferred or Anticipated Salary Plan makes it possible for a regular employee to benefit from a paid leave of absence. However, the Plan does not allow an employee to postpone income taxes nor does it generate added benefits upon retirement.

The regular employee may, after agreement, obtain a sabbatical leave with deferred or anticipated salary according to the provisions set forth in the present section.

Should the taking of a leave be situated at the end of the plan, the College cannot refuse the request of the employee without a valid reason.

However, the leave cannot be taken before employment security is attained by the employee.

#### **7-17.02 Nature of the Plan**

The Leave with Deferred or Anticipated Salary Plan shall consist of a work period and of a leave of absence.

#### **7-17.03 Duration of the Plan**

The Plan may be of two (2) years, three (3) years, four (4) years or five (5) years' duration.

The duration of the Plan may be extended in cases and in the manner provided for in clause 7-17.12, clause 7-17.16 or clause 7-17.17.

However, the leave of absence must begin at the latest at the expiry of a maximum period of six (6) years following the date upon which the amounts began to be deferred.

#### **7-17.04 Duration of the Leave**

The duration of the leave of absence may be from six (6) months to one (1) year.

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<sup>1</sup> Source: article 79.7 of the Act respecting labour standards (CQLR, chapter N-1.1).

The leave itself may not be interrupted for any reason whatsoever.

### **7-17.05 Prerequisite**

The employee who wishes to benefit from the leave shall apply in writing to the College.

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

Only the employee who has not been placed on availability is admissible to the leave.

The College shall not accept the leave application from an invalid employee or one who is on leave of absence without pay.

### **7-17.06 Return**

At the end of the leave of absence, or at the end of a leave of absence provided for in the collective agreement and extending said leave of absence, the employee shall resume their position and shall remain in the College's employ or any other College's employ in the case provided for in clause 5-2.13 or 7-17.14 for a period at least equivalent to the duration of the leave of absence and this, subject to the provisions of the collective agreement.

### **7-17.07 Salary**

During each year of participation to the Plan, the employee shall receive the percentage of their salary as given in the following Table, according to the duration of the Plan and of the leave of absence:

<b><u>Period of participation in the Plan</u></b>	<b><u>2 years</u></b>	<b><u>3 years</u></b>	<b><u>4 years</u></b>	<b><u>5 years</u></b>
<b><u>Duration of the leave</u></b>	<b><u>Percentage of salary</u></b>			
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.83%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.17%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75.00%	80.00%

The salary to which the above percentage is applied shall be the salary that the employee would receive had they not participated in the Plan.

During the work period, the employee shall be entitled to all premiums applicable to them. They are not, however, entitled to any premiums during the period of their leave of absence.

While on leave, the employee may not receive any other remuneration from the College nor from any other person or association with which the College has any ties other than the remuneration corresponding to the percentage of salary allowed by the Plan for the duration of the Plan.

### **Working Conditions**

#### **7-17.08**

For the duration of the employee's participation to the Plan, their workload shall be the same as the one they would have assumed had they not participated to the Plan.

#### **7-17.09**

Subject to the provisions of this section, the employee shall benefit from all advantages granted by the collective agreement to which they would be entitled had they not participated to the Plan. However, the leave of absence provided for in the Plan shall not be used for the purpose of acquiring vacation.

#### **7-17.10 Pension Plan**

For purposes of establishing the value of pension benefits, the employee shall be credited with one (1) year of service for every year in which they participated in the Sabbatical Leave Plan with Deferred or Anticipated Salary, as well as an average salary based on the salary they would have received had they not participated in the Sabbatical Leave Plan with Deferred or Anticipated Salary.

The employee's contributions to a Pension Plan while participating in the Sabbatical Leave Plan with Deferred or Anticipated Salary shall be established according to the Law on retirement plans applicable to said employee.

#### **7-17.11 Employment Termination**

If an employee leaves the College, retires or withdraws from the Plan, the Plan shall be abolished immediately and the following terms and conditions shall apply:

- a) If the employee has already taken the leave of absence, they shall refund, without interest, the amount received during the leave of absence less the amount already deducted from their salary during the work period according to clause 7-17.07.
- b) If the employee has not already taken the leave of absence, the College shall refund, without interest, the difference between the salary they would have received had they not participated in the Plan and the salary they have in effect received from the beginning of the Plan.
- c) If the employee is on leave of absence, the amount owed by the employee or the College shall be established in the following way: the amount received by the employee during the leave of absence less the amount already deducted from the employee's salary during the work period according to clause 7-17.07. If the result is negative, the College shall refund said balance to the employee. If the result is positive, the employee shall refund said balance to the College.

- d) The employee's rights, with regards to pension plans, shall be those they would have exercised had they not participated in the Sabbatical Leave Plan with Deferred or Anticipated Salary.

Thus, if the leave of absence has already been taken, the contributions made during that period shall make up for reduced contributions made during the work period; however, the employee may buy back those missing years of service under the same conditions as those relating to unpaid leaves.

On the other hand, if the leave of absence has not been taken, the contribution needed to validate the total number of years worked shall be deducted from the salary refund made to the employee.

When reimbursement has to be made by the employee, they may reach an agreement with the College as to the methods of repayment provided for by article 6-10.00.

#### **7-17.12 Leave of Absence Without Pay**

While participating in the Plan, the total amount of unpaid leave by the employee, for whatever reasons, with or without authorization, shall not exceed twelve (12) months. Should the total number of unpaid leave, for whatever reasons, with or without authorization, exceed twelve (12) months, the Plan shall come to an end on the date the twelve (12) month limit is reached, and the terms provided for in paragraphs a), b), c) or d) of clause 7-17.11 shall apply, with the necessary adjustments.

In cases where the total amount of unpaid leave by the employee, for whatever reasons, with or without authorization, is equal or less than twelve (12) months, the duration of the Plan shall be extended for a period equal to the total amount of unpaid leave.

#### **7-17.13 Placement on Availability**

In cases where the employee is placed on availability while adhering to the Plan, the Plan shall continue.

#### **7-17.14 Relocation or Voluntary Transfer**

When the employee placed on availability is relocated to another college or transferred to another college by virtue of clause 5-2.15 the latter shall transfer their plan in their new college if the new college agrees.

If the new college does not agree, the plan shall come to an end on the date of the refusal and the terms provided in clause 7-17.11 shall apply without loss of any right with respect to their pension plan. Any surplus in salary paid to the employee shall not be claimed (a full year's service is credited for every full year of participation in the Plan), any unpaid salary is reimbursed and any contribution to the pension plan based on this unpaid salary shall not be claimed.

**7-17.15 Death**

In the event of the employee's death while participating in the Plan, the Plan shall come to an end on the date the death occurred and the terms provided for in clause 7-17.11 shall apply. However, any surplus in salary paid to the employee shall not be claimed, any unpaid salary is reimbursed and any contribution to the pension plan based on this unpaid salary shall not be claimed.

**7-17.16 Salary-Insurance**

In the event that an employee becomes disabled under the terms of article 7-14.00 while adhering to the Plan, the following shall apply:

- a) The disability occurs during the leave of absence:

The disability is presumed not to exist during the leave of absence and it shall be considered as beginning on the date the employee is due back to work at the end of their leave, according to the Plan.

During their leave of absence, they shall be entitled to their salary under the terms of the Plan. Beginning on the date set for their return to work, if they are still disabled, they shall be entitled to the salary-insurance benefits provided for in the collective agreement as long as they are covered by the Plan. Salary-insurance benefits shall be based on the salary fixed under the Plan. If they are still disabled at the end of the Plan, they shall receive salary-insurance benefits based on their regular salary.

- b) The disability occurs after the leave of absence:

The employee's participation to the Plan continues and the salary-insurance benefits shall be based on the salary as fixed under the Plan, as long as the disability lasts. As the Plan expires, the employee who is still disabled shall receive their salary-insurance benefits based on their regular salary.

- c) The disability begins prior to the leave of absence and the employee is still disabled on the proposed date of the beginning of the leave of absence:

In this case, the employee shall choose one of the following options:

- i) To continue their participation to the Plan and postpone the leave of absence to a later date when they are no longer disabled. The employee shall be entitled to their salary-insurance benefits based on the salary fixed under the Plan. If they are still disabled during the last year of the Plan, it shall be interrupted from the beginning of the last year until the end of the disability. During this interruption, the employee shall be entitled to salary-insurance benefits based on their regular salary.
- ii) To put an end to the Plan and thus receive the amounts that have not yet been paid as well as the salary-insurance benefits based on their regular

salary. Contributions to the pension plan shall be based on the amounts that have not yet been paid.

- d) The disability lasts for more than two (2) years:

During the first two (2) years, the employee shall be treated as defined earlier.

At the end of the two (2) years, the Plan shall end, and:

- i) If the employee has already taken their leave of absence, any surplus in salary paid to them shall not be claimed and all rights related to their pension plan shall be respected (one (1) year's service for every year of participation in the Plan).
- ii) If the employee has not already taken their leave of absence, any unpaid salary shall be reimbursed, without interest, contributions to the pension plan based on the unpaid salary shall not be claimed and the disability pension to which they are entitled under the terms of the pension plan shall be payable immediately.

#### **7-17.17 Maternity Leave, Paternity Leave or Adoption Leave**

If the maternity leave, paternity leave or adoption leave provided for in article 7-4.00 occurs before or after the leave of absence, participation in the Plan shall be suspended for a maximum period corresponding to the maximum expected duration of that leave, and the Plan shall be extended accordingly.

In such a case, during the suspension of participation in the Plan, the provisions of article 7-4.00 shall apply.

However, if the maternity, paternity or adoption leave occurs prior to the leave of absence, the employee may put an end to the Plan. They shall then receive their unpaid salary, without interest, as well as the benefits they are entitled to because of their maternity, paternity or adoption leave. Their contribution to the pension plan shall be based on the amounts reimbursed.

#### **7-17.18 Special Provisions**

In all cases where the employee does not take their leave of absence within the period of the Plan itself, the College shall pay them, from the first (1<sup>st</sup>) year of imposition following the end of the Plan, the entire deferred salary.

### **Article 7-18.00 - Gradual Retirement**

#### **7-18.01**

The regular employee who fulfills the following requirements shall be eligible for the gradual retirement plan:

- a) the full-time regular employee,  
  
or  
  
the part-time regular employee whose regular workweek is greater than forty per cent (40%) of the regular workweek as defined in clause 7-1.01, for their employment class;
- b) the employee participating in RREGOP, TPP or CSSP;
- c) the employee eligible for retirement and retiring at the end of the plan;
- d) the employee having a prior agreement to that effect with the College.

**7-18.02**

The employee wishing to participate in the gradual retirement plan must submit a written request to the College at least sixty (60) days in advance.

The request must specify:

- a) the duration of the plan, which may vary from twelve (12) to sixty (60) months;
- b) the number of hours worked per week or per year, which may never be fewer than forty per cent (40%) of the hours specified for their employment class, per week or per year, as the case may be;
- c) the work schedule by week or by year.

**7-18.03**

The percentage of the regular workweek or the work schedule may be modified during the course of the retirement plan if so agreed upon between the College and the employee.

Moreover, if for reasons beyond their control, (for example, a strike, lock-out or corrections made to their service record) the employee is not eligible for retirement at the end of the plan, it shall be extended until they become eligible for retirement.

**7-18.04**

The employee who has accumulated a bank of cash-convertible sick leave days, by virtue of a prior collective agreement, may substitute such leave, in part or in whole, for their regular work under the terms of the agreement, provided that their prior collective agreement so allows.

**7-18.05**

While participating in the plan and this for purposes of eligibility for retirement, the employee shall be credited with the full-time or part-time services done prior to the plan.

The same shall apply in the calculation of their retirement benefits or other allowances in case of death.

**7-18.06**

The employee shall cumulate seniority and job experience as if they were not participating in the plan.

**7-18.07**

While participating in the plan, the employee shall make their contributions to the retirement plan on the basis of their admissible salary and of the time worked (full-time or part-time) prior to the plan.

**7-18.08**

While the employee is participating in the plan, the College shall keep on contributing to the health insurance plan on the basis of time worked prior to the plan. The basic life insurance plan is the one the employee benefited from prior to the plan.

**7-18.09**

Should the employee become disabled while participating in the plan, they shall be exempted from contributions to the retirement plan on the basis of their admissible salary and of the time worked prior to the plan.

**7-18.10**

While disabled, the salary-insurance plan shall apply on the basis of the employee's salary and time worked, up to the effective date of retirement.

**7-18.11**

In the case of the employee's position being abolished or transferred, the employee benefiting from job security shall remain subject to the provisions of articles 5-4.00 and 5-6.00. In that case, or in the case of a voluntary transfer, the gradual retirement plan may be transferred to the new college if an agreement can be reached with the new college.

However, the employee shall maintain their status for the purposes of articles 5-4.00, 5-5.00 and 5-6.00.

**7-18.12**

The gradual retirement plan shall be terminated in the following cases:

- retirement;
- death;
- resignation;
- withdrawal with the college's approval;
- layoff;
- dismissal;
- relocation to another college, subject to the provisions of clause 7-18.11.

**7-18.13**

As the plan is terminated, the agreement between the employee and the college also ends and the services credited to the employee for purposes of retirement while in the plan shall be maintained. As the case may be, the contributions to the retirement plan that have not been paid along with the cumulated interest shall remain credited to the employee.

**7-18.14**

An employee can only be granted one participation in the gradual retirement plan.

**7-18.15**

Unless specifically stated otherwise, the employee participating in the gradual retirement plan shall be covered by the provisions of the collective agreement relating to part-time employees.

**Article 7-19.00 - Voluntary Working Time Reduction Program****7-19.01**

The program shall apply to any regular employee upon their request.

The employee must have accumulated at least thirty-six (36) months of service with one or more employers subject to one of the public sector retirement plans to benefit from the program.

The participation in this program shall be on a voluntary basis and may not be concurrent with another program or leave provided for in the collective agreement, with the exception of leaves provided for in articles 3-3.00 Releases for Local Union Affairs, 3-4.00 Releases for National Union Affairs, 7-4.00 Parental Rights, and 7-14.00 Life, Health and Salary Insurance Plans.

**7-19.02**

The College may not deny the first request without reasonable grounds and must discuss it in advance at an L.R.C. meeting. Any subsequent request or renewal must be agreed to between the College and the employee.

**7-19.03**

The employee may choose one of the following program durations:

- a) one semester;
- b) six (6) months;
- c) twelve (12) months;
- d) any other duration agreed to between the College and the employee.

**7-19.04**

An employee who wishes to participate in the voluntary working time reduction program shall submit a written request to the College, no later than April 1 for the fall semester

and no later than November 1 for the winter semester. For the purposes of applying the program, the summer period is included in the winter semester.

The request must specify the expected beginning and end dates of the program as well as the selected option.

The immediate supervisor must send the answer to the employee at the latest on April 15, for the fall semester and November 15 for the winter semester.

The Union shall receive a copy of the employee's request and the College's answer.

If multiple requests are made by employees belonging to the same service and the needs of the service do not make it possible to accept all requests, the College shall ensure an equitable distribution assured by means of rotation.

#### **7-19.05**

The employee may choose one of the following options:

- a) The number of working hours shall be reduced by three (3) hours per week for employees whose number of regular working hours is thirty-five (35) hours per week. Working hours shall be spread evenly over the four (4) working days;
- b) The number of working hours shall be reduced by three (3) hours and forty-five (45) minutes per week for employees whose number of regular working hours is thirty-eight (38) hours and forty-five (45) minutes per week. Working hours shall be spread evenly over the four (4) working days;
- c) The regular number of working days shall be reduced by one (1) day for every two (2) week period;
- d) The number of working hours shall be reduced by seven (7) hours per week and spread over four (4) working days for employees whose number of regular working hours is thirty-five (35) hours per week;
- e) The number of working hours shall be reduced by seven (7) hours and forty-five (45) minutes and spread over four (4) working days for employees whose number of regular working hours is thirty-eight (38) hours and forty-five (45) minutes per week;
- f) Any other option agreed upon by the College and the Union for which they shall determine the extent of the benefits granted including conditions concerning overtime.

#### **7-19.06**

The work schedule shall be established in accordance with the provisions of the collective agreement.

During the determination of the schedules resulting from the program, employees assuming family responsibilities within the meaning of the Act respecting labour standards (CQLR, chapter N-1.1) shall be given priority. The employee shall provide the College, upon request, with a document attesting to these responsibilities.

Any dispute shall be brought to the L.R.C.

**7-19.07**

An employee benefiting from this Program may be called upon to do overtime.

Overtime implies all work required by the College and performed by a regular employee outside their regular working hours, workday or workweek, as provided for in their program.

**7-19.08**

An employee shall be entitled to vacations, provided for in article 7-6.00, as if they were not participating in the Program.

The vacation of the employee shall be taken according to the number of regular working hours, as if they were not participating in the program.

**7-19.09**

The employee shall accumulate seniority as if they were not participating in the Program.

**7-19.10**

The number of sick leave days credited shall not be reduced in the case of an employee who participates in the program. For administrative purposes, these days shall be converted to a bank of hours, based on the number of regular working hours as provided for in clause 7-1.01 of the collective agreement.

This bank shall allow the employee participating in the program to receive a weekly salary corresponding to their reduced workweek. At the end of the contractual year, clause 7-14.36 shall apply.

**7-19.11**

The employee participating in the Program shall benefit from the number of legal holidays provided for in clause 7-5.01. For administrative purposes, these days shall be converted to a bank of hours, based on the number of regular working hours as provided for in clause 7-1.01 of the collective agreement.

This bank shall allow the employee participating in the program to receive a weekly salary corresponding to their reduced workweek during the week in which they benefit from a legal holiday. On June 30, the number of unused hours shall be converted into additional vacation time.

**7-19.12**

During the program, the College shall continue to pay its contribution to the retirement plan as though the employee had not been participating in the program, to the extent where the employee pays their contribution.

**7-19.13**

The employee may terminate their participation in the program by submitting a written notice to the College at least thirty (30) days prior to their return, unless the parties decide otherwise.

**7-19.14**

In the event of a movement of the employee from one position to another, a replacement or a specific project, the College may maintain, modify or cancel the program. The employee shall be informed of the College's decision before the appointment.

**7-19.15**

The parties may agree, by means of local agreements, on different terms and conditions for the program, with the exception of the provisions concerning the retirement plan.

## **CHAPTER 8 - TRAINING AND PROFESSIONAL DEVELOPMENT**

### **Article 8-1.00 - General Provisions**

#### **8-1.01**

In order to meet its needs and to develop the particular abilities of the employees, the College shall provide all employees with tangible opportunities for training and professional development through activities, studies, training or work which may be useful in the performance of their duties or in their career path at the College.

In this regard, the College shall give the employees the opportunity to benefit from the training and professional development policy provided in this chapter.

#### **8-1.02**

The College shall respect the engagements undertaken prior to the date of coming into force of the collective agreement with regard to the employee in its service and shall allow them to finish the training and professional development activities already begun.

#### **8-1.03**

The sums involved in commitments referred to in clause 8-1.02 shall be taken directly out of the amount which the College may set aside for the carrying out of its training and professional development policy.

#### **8-1.04**

The employee who, as authorized by the College, pursues training and professional development activities during their regular work schedule shall receive the salary which they would receive if they were at work. The regular work schedule of this employee shall not be altered by this fact unless the employee and the College so agree.

### **Article 8-2.00 - Local Training and Professional Development**

#### **8-2.01**

The parties shall recognize the importance of ensuring the training and professional development of the employees and the parties shall agree to cooperate in this respect with the local Training and Professional Development Committee.

#### **8-2.02**

Professional development activities include any activity which allows the employee to acquire appropriate techniques and skills in order to better perform their duties or to facilitate access to other jobs at the College.

#### **8-2.03**

Training activities include any full-time or part-time activity.

#### **8-2.04**

The courses offered by the College, with the exception of popular education courses, shall be available free of charge to employees as long as they provide an opportunity for training and professional development or improvement of educational qualifications. It is recognized that applications from the general public for admission to courses have priority and that the College is not hereby obliged to organize courses or to hire additional teaching personnel.

**8-2.05**

The College shall be obliged to consult the local Training and Professional Development Committee before establishing a training and professional development policy applicable to its employees.

**8-2.06**

Within the thirty (30) days following the date of coming into force of the agreement, and at the request of either party, the College and the Union shall form a local Training and Professional Development Committee.

It shall be a parity committee composed of two (2) representatives from the College and two (2) representatives from the Union.

This Committee shall:

- a) forward to the College any recommendations concerning the local training and professional development policy;
- b) receive applications from the employees for training and professional development, analyze them, discuss them and make decisions in accordance with the local training and professional development policy;
- c) study the employee's training and professional development needs;
- d) take the necessary steps in order that the employees may benefit from all the facilities for training and professional development that are available to them.
- e) recommend to the College the establishment of collective professional development activities for a group of employees or all of the support personnel.
- f) recommend the apportionment of the amounts provided for in article 8-3.00;
- g) prepare an annual report on the activities and expenditures.

Upon the signing of the collective agreement, the local Training and Professional Development Committee shall inform all support personnel of the new training and professional development procedures at the local level and remind them of the existing procedures. In addition, it shall invite employees to submit requests for training and professional development.

**8-2.07**

The Committee shall establish its own rules concerning procedure and operation.

**Article 8-3.00 - Amount Allocated for Training and Professional Development****8-3.01**

For each contractual year, the College shall put aside the sum of one hundred dollars (\$100) per regular employee for the purpose of implementing the local training and professional development policy. Moreover, an additional sum of one hundred dollars (\$100) shall be allocated for each full-time equivalent (FTE) for the occasional hours worked during the previous contractual year.

**8-3.02**

For the purposes of this article, the following colleges:

- Cégep de Sainte-Foy for support and special education staff;
- Cégep de Sainte-Foy for interpretation staff;
- Cégep de Victoriaville for the staff of the École nationale du meuble et de l'ébénisterie in Montréal;
- Cégep du Vieux Montréal for interpretation staff;
- Champlain Regional College for the staff of the Lennoxville campus,

shall benefit from the higher of the following amounts per contractual year:

- the amount established in accordance with clause 8-3.01,  
or
- the amount of six hundred and seventy dollars (\$670).

**8-3.03**

The balance of the amount provided for in clauses 8-3.01 and 8-3.02 shall be carried over to the subsequent contractual year should the total amount not have been spent or committed during such contractual year.

Notwithstanding the preceding paragraph, the accumulation of the balances provided for in clause 8-3.03 shall be limited to an amount equivalent to 100% of the annual amount provided for in clause 8-3.01.

In the case of colleges concerned by clause 8-3.02, the accumulation of balances under clause 8-3.03 is limited to the greater of the following amounts:

- 100% of the amount established in accordance with clause 8-3.01,
- or
- an amount of one thousand five hundred dollars (\$1,500).

However, bank balances prior to July 1, 2022 shall remain available to the local Training and Professional Development Committee for use until they fall below the maximum amount stated above. In addition, no balance of the amount provided for in clauses 8-3.01 and 8-3.02 may be transferred in accordance with the first paragraph of clause 8-3.03 as long as the previous bank balances remain above the maximum amount set out above.

At the end of the contractual year, any amount in excess of this accumulation shall be made available to the College, after consultation with the local Training and Professional Development Committee, for training and professional development purposes for support personnel, in the following order of priority:

1. Reimbursement of individual training and professional development amounts not fully reimbursed under the training and professional development policy.
2. Collective training and professional development.
3. Specific training and professional development related to organizational needs.
4. Specific training and professional development related to technological changes.

In addition, at the end of the contractual year, the College shall submit to the local Training and Professional Development Committee the annual report of training and professional development activities and the amounts spent from the surplus of the contractual year covered by the report.

## **Article 8-4.00 - Skills Development**

### **8-4.01**

When the College ascertains or anticipates a need for relief for one or more classes of employment, it advises all employees by means of a posted notice.

The notice shall specify the targeted employment class or classes, the required qualifications, as well as the needed skills for each employment class identified.

### **8-4.02**

Following this notice, every regular employee as well as every occasional or substitute employee whose period of continuous service is six (6) months or more who is interested in developing their skills for the targeted employment class or classes in the notice shall advise the College in writing by submitting a skills development request.

### **8-4.03**

Likewise, every regular employee as well as every occasional or substitute employee whose period of continuous service is six (6) months or more can, on a personal basis

in the context of their career progression at the College, submit to the College a skills development request.

**8-4.04**

Following a skills development application, the College and the employee shall agree to an individual training and professional development plan.

**8-4.05**

Each individual training and professional development plan agreed upon between the employee and the College shall be forwarded to the local Training and Professional Development Committee, as provided for in clause 8-2.06.

**8-4.06**

As much as possible, the training and professional development activities pursued by the employee with regard to this article shall be carried out during their normal work schedule.

**8-4.07**

Per contractual year, the employee who follows a training and professional development program ensuing from the application of this article shall benefit from a maximum of forty-five (45) hours of leave with pay in order to participate in such training activities.

For any additional training hours within the same contractual year, the employee and the College shall agree to a new arrangement of the work schedule. This new arrangement becomes the normal work schedule of the employee, and this, for the duration of the training.

**8-4.08**

The College shall reserve the right to limit the number of employees from the same sector or the same department who may be released to participate in a training or professional development activity carried out at the same time.

**8-4.09**

The College shall dedicate, per contractual year, the amount provided for in Appendix "21" in order to meet the needs of this article.

The balance of the contractual year shall be transferred to the subsequent contractual year, and may be used to finance the training and professional development activities ensuing from the training and professional development plans agreed upon with regards to this article.

**8-4.10**

This amount shall be used to cover the costs usually payable related to, among others:

- the skills evaluation and the prior academic and experiential learning of the employee;

- the expenses and fees for the professional services made available to the employee with regard to this evaluation and the development of their individual training plan;
- expenses incurred for the development of skills evaluation tools in order to agree on the training plan.

**8-4.11**

The College shall promote the skills development and career progression of employees. However, according to the funds available, the College may limit the number of employees allowed to participate.

**8-4.12**

Where applicable, the tuition fees or other training fees normally eligible according to the local training and professional development policy may still be reimbursed within the sums allocated in article 8-3.00.

**8-4.13**

With the exception of clause 8-4.09, the parties may agree by local agreement to modify the provisions of this article.

## **CHAPTER 9 - GRIEVANCE AND ARBITRATION PROCEDURES**

### **Article 9-1.00 - Grievance Procedure**

#### **9-1.01**

Any grievance shall be submitted and settled in accordance with the provisions set forth in the present chapter.

For the purposes of the application of the provisions set forth in this chapter, the use of the *Système informatisé du Greffe des tribunaux d'arbitrage (SIGTA)* constitutes a valid means to submit grievances and notices of arbitration.

#### **9-1.02**

Before lodging a grievance, the employee may try, either alone or in the company of an authorized union representative, to solve the problem with their immediate supervisor. Failing a solution, the parties agree to follow the procedure hereinafter set forth in order to reach a settlement as quickly as possible.

#### **9-1.03**

The employee or the Union wishing to submit a grievance in accordance with the provisions of the collective agreement must submit it to the College in writing within thirty (30) working days from the discovery of the fact without exceeding six (6) months from the date of the event which caused the grievance.

If many employees collectively or the Union as such considers that there is cause for grievance, the Union, through its authorized representative, may lodge the grievance with the College's human resources officer, using the form provided for by clause 9-1.04, within thirty (30) working days from the discovery of the fact without exceeding six (6) months from the date of the event which caused the grievance.

In the case of a grievance related to psychological harassment, the time limit shall be two (2) years from the last incidence of the offending behaviour.

The time limits provided for in this clause shall start on the day on which the national employer party delivers to the national union party copies of the text, in French, of the collective agreement or, in the case of an Anglophone college, the English version of the collective agreement.

#### **9-1.04**

In order to submit a written grievance, an appropriate form (Appendix "7") must be completed by the employee or the Union setting forth the facts leading to the grievance and mentioning, if possible, the clauses of the collective agreement which are involved and the necessary corrective measures.

**9-1.05**

The College shall send its decision to the employee concerned with a copy to the Union within fifteen (15) working days from the date the grievance was submitted. In the case of the Union filing a grievance, the College's decision shall be sent to the Union within the same time limit. In default of such a reply, or if the reply is unsatisfactory, the Union may, if it has not already done so, submit the grievance for arbitration within the time limits provided for in clause 9-2.01.

**9-1.06**

The wording of a grievance may be amended after submission, as long as the amendment does not change the nature of the grievance. If such an amendment is submitted within five (5) working days preceding arbitration, the College may request that the hearing take place at a later date.

A technical error in the wording of a grievance, including its presentation in writing, using a form other than the form specified in this article, shall not invalidate it.

**9-1.07**

All delays provided for in the present article are compulsory and may not be extended, other than by the written consent of the College and the Union.

However, the delays set out in this article shall be suspended between June 15 and August 15, unless otherwise agreed to by the parties.

**9-1.08**

At any time before the arbitration hearing of a grievance, the parties may meet at the L.R.C. to discuss the matter.

**Article 9-2.00 - Arbitration Procedure****9-2.01**

After having followed the procedure concerning grievances outlined in article 9-1.00, the Union wishing to submit a grievance to arbitration must, within the forty-five (45) days following the submission of the grievance, give written notice to this effect to the College and to the first arbitrator whose name appears in this article. This time limit must be respected and may not be extended without written consent from the parties. However, the time limit shall be suspended between June 15 and August 15, unless otherwise agreed to by the parties.

At the same time as the notice of arbitration, the Union shall forward notice of the grievance to the first arbitrator.

**9-2.02**

The first arbitrator of the arbitration boards of the education sector shall ensure the proper functioning of the arbitration boards referred to in this article, with the help of the chief clerk.

The chief clerk shall ensure the proper functioning of the Records Office of the arbitration boards in the education sector.

**9-2.03**

Upon receipt of a notice to the effect that a grievance has been submitted to arbitration, the Records Office shall open a file to which it shall assign a case number and then forward to the employee concerned, the Union and the College an acknowledgement of receipt of the notice, indicating the case number and the date on which it was received. Furthermore, it shall forward to the Federation, the Centrale and the Ministère a copy of the arbitration notice and of the acknowledgement of receipt.

**9-2.04**

The representatives of the national parties shall meet once a month in order to add to the arbitration roll all grievances submitted to the Records Office to be heard by a sole arbitrator or mediator.

However, when the local parties have decided that a grievance shall be settled by means of the accelerated arbitration procedure, the latter shall be processed according to the provisions of clauses 9-3.09 to 9-3.16.

**9-2.05**

The first arbitrator or the chief clerk, under the first arbitrator's authority, shall summon in writing, at least ten (10) working days in advance, the designated representatives of the Federation, the Ministère and the Centrale to a meeting in order to:

- a) draw up the monthly arbitration roll and set the time, date and place of the first arbitration hearings. The grievances shall be scheduled according to the availability of the arbitrators, the mediators and the national parties;
- b) designate an arbitrator or a mediator from the lists mentioned in clause 9-2.09;
- c) indicate the type of arbitration decided upon.

The Records Office shall so notify the arbitrator or the mediator, the parties concerned, the Centrale, the Federation and the Ministère.

**9-2.06**

Within ten (10) working days following the meeting provided for in clause 9-2.05, the parties empowered to appoint an assessor, if need be, and an attorney shall notify the Records Office of the name of the assessor and the attorney of their choice.

**9-2.07**

Should an assessor not be designated by one or the other of the national parties, the arbitrator may proceed.

Should an assessor be unable or refuse to act, the national party who designated them shall nominate a replacement, in the delay prescribed by the arbitrator. Should the replacement not be nominated in the aforesaid delay, the arbitrator may proceed.

**9-2.08**

In the case of a tribunal made up of one arbitrator and two (2) assessors, the arbitrator, alone or with the assessor of only one party, does not have the power to hold arbitration sessions or to render decisions except if an assessor, after having been duly summoned in writing, does not present themselves at the hearing.

**9-2.09**

Grievances submitted for arbitration according to the provisions of the agreement shall be decided upon according to the following paragraphs:

**a) Arbitration of an application or interpretation grievance**

Unless the national parties agree to add two (2) assessors designated by the parties, by an arbitrator chosen from among the following:

Lavoie, André G., chief arbitrator	Flynn, Maureen
Bastien, François	Garneau, Dominic
Beaupré, René	Laplante, Pierre
Bertrand, Richard	Lecompte, Natacha
Bertrand, Yvan	Lévesque, Éric
Brassard, Claire	Massicotte, Nathalie
Brault, Serge	Martin, Claude
Cavé, Johanne	Ménard-Cheng, Nancy
Côté, André C.	Morency, Jean-M.
Faucher, Nathalie	Rochon, Serge
Ferland, Gilles	Saint-André, Yves

**b) Arbitration of a classification grievance, a prior classification grievance or a disagreement according to clause 6-5.03**

In the case of a classification grievance submitted to arbitration according to the agreement or a collective agreement or the provisions constituting collective agreements prior to the agreement and in the case of a disagreement as set out in clause 6-5.03, by an arbitrator chosen from among the following:

Beaupré, René	Ferland, Gilles
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**c) Mediation-arbitration of a classification grievance submitted according to clause 9-4.13**

By a mediator-arbitrator chosen from among the following:

Bastien, François	Ladouceur, André
Ferland, Gilles	Tousignant, Lyse
Hamelin, François	

**d) Prearbitration mediation according to clause 9-3.02**

In the case where the parties agree to proceed with prearbitration mediation under clause 9-3.02, by a mediator chosen from among the following:

Bastien, François	Fortier, Diane
Beaupré, René	Ladouceur, André
Brault, Serge	Tousignant, Lyse

The national parties may agree to modify the lists found in this clause.

**9-2.10**

Should an arbitrator or a mediator be unable or refuse to act, they shall be replaced following the established procedure for the original nomination.

**9-2.11**

Upon their nomination, each arbitrator or mediator will take an oath or shall pledge on their honour before a judge of the Superior Court, for the duration of the collective agreement, to render judgment according to law and in conformity with the provisions of the collective agreement.

**9-2.12**

The arbitrator or mediator shall proceed with dispatch to investigate the grievance according to the procedure and evidence they deem appropriate.

The arbitrator or mediator shall also make sure that the rules and regulations of the Records Office are observed, particularly in the case of those mentioned in clause 9-2.21.

**9-2.13**

The arbitrator or mediator shall decide upon the grievances in accordance with the law and with the provisions of the collective agreement; they cannot modify, add to or subtract from it in any manner whatsoever.

**9-2.14**

In the case of a disciplinary measure, the arbitrator may decide:

- a) to uphold the College's decision or;

- b) to restore all the plaintiff's rights and reimburse them for the salary lost through suspension or dismissal, less the salary they earned elsewhere or any indemnity which obtained during the period of suspension or dismissal or;
- c) in any manner which is deemed just and equitable.

**9-2.15**

When the grievance includes a monetary claim, the filer of the grievance is not obliged to determine the amount before the arbitrator or mediator decides whether they are entitled to this amount of money.

If it is decided that the grievance is well founded and if the parties cannot agree on the amount to be paid, a notice addressed to the same arbitrator will enable them to make a final decision concerning the disagreement. The arbitrator may decree that the amount due to the plaintiff will bear interest at the rate provided in the Labour Code (CQLR, chapter C-27).

**9-2.16**

When extra arbitration sessions for a same case must be held, the arbitrator shall set the time, date and place of the subsequent sessions and notify the Records Office which, in turn, shall notify the parties concerned, the Centrale, the Federation and the Ministère. The arbitrator shall also set the time, date and place of the deliberation sessions.

**9-2.17**

The arbitration sessions shall be public. The arbitrator may, however, order the sessions to be held in camera.

**9-2.18**

The arbitrator must render their decision within sixty (60) days following the end of the hearings, unless the representatives of the parties concerned agree in writing, before the expiry of this time limit, to extend it for a set number of days.

An arbitrator may not be awarded the hearing of a grievance if they had not rendered a decision within the time allowed, and this, for as long as the decision is not rendered.

The arbitrator shall motivate and sign the decision.

The arbitrator shall deposit two (2) signed copies of the decision with the Records Office.

At any time before their final decision, an arbitrator may render any interim or interlocutory decision which they deem just and useful.

**9-2.19**

The arbitrator's decision shall not be nullified for the sole reason that it is made after the expiry of the time limit provided for in clause 9-2.18.

The arbitrator's decision must be carried out as soon as possible and before the expiry of the time limit prescribed in said decision, when such a time limit is set.

### **9-2.20**

At any time before the arbitrator declares that the parties' representatives have stated that their evidence is concluded, the Centrale, the Federation and the Ministère may intervene and make any representation to the arbitration board that they deem appropriate or relevant.

### **9-2.21 Preparatory Sessions**

The attorneys assigned to every grievance file to be heard according to the procedure outlined in this article shall inform the arbitrator and each other of the nature of the preliminary methods they intend to raise at least one (1) week prior to the hearing.

Upon the request of either of the parties, the parties must hold a preparatory session.

The purpose of the preparatory session is to:

- a) improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;
- b) allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- c) outline the dispute and identify the issues to be discussed in the course of the hearing;
- d) ensure the exchange of documentary evidence;
- e) plan the presentation of evidence to be produced in the course of the hearing;
- f) study the admissibility of certain facts;
- g) analyze any other question which could simplify or accelerate the hearings.

Every arbitration hearing held in accordance with this article shall begin at a time fixed by the Records Office; the attorneys, assessors, where applicable, and the arbitrator must however use the first half-hour for a private preparatory session.

### **9-2.22**

Upon the request of one of the parties, the arbitrator may summon a witness. The writ of summons must be delivered at least five (5) full days before the hearing.

### **9-2.23**

A party may request the services of an official stenographer; it may also request that the arbitration hearings be recorded on tape or otherwise.

A copy of the transcript of the official stenographic notes and tapes, when applicable, must be forwarded to the arbitrator and to the assessors, if need be, as well as to the other party.

**9-2.24**

The arbitration sessions shall be held on College premises unless otherwise agreed upon by the parties.

**9-2.25**

In the preparation of the arbitration rolls, the national parties agree to give priority to grievances concerning the application of the terms and conditions of job priority and job security, followed by the cases of suspension and dismissal.

**9-2.26 Grievances Anterior to the Present Collective Agreement**

Grievances submitted to arbitration in accordance with prior Collective Agreements or the Provisions constituting Collective Agreements will be heard in conformity with such Dispositions or Collective Agreements.

Notwithstanding the above and except in the cases where a grievance has already been referred to a board, these grievances will be heard by a single arbitrator whose name appears in clause 9-2.09 of the collective agreement.

Furthermore, the parties may have recourse to the provisions of article 9-3.00.

**Article 9-3.00 - Other Procedures****9-3.01 National Committee for the Settlement of Grievances and Other Recourses Arising from the Application of Sections 39 and 45 of the Labour Code**

The national parties shall create a national committee for the settlement of grievances and other recourses arising from the application of the Labour Code (CQLR, chapter C-27). This committee shall include a representative from each party.

The committee's mandate shall be the following:

- a) to adopt measures designed to reduce as many of the accumulated grievances and other claims as possible according to the priorities and procedures determined by the committee;
- b) to guide the parties in finding the appropriate method of settling grievances;
- c) to make recommendations to the local parties before establishing a file so as to assist them in reaching a settlement;
- d) to improve the scheduling of hearings and to reduce their duration.

**Prearbitration Mediation****9-3.02**

The College and the Union may agree to proceed with prearbitration mediation in dealing with certain grievances or other recourses arising from the application of sections 39 and 45 of the Labour Code (CQLR, chapter C-27) according to the following terms and conditions.

To do so, the parties shall forward a joint notice to the Records Office. The Records Office shall designate, according to the procedure prescribed in article 9-2.00, a mediator from among the list prescribed in paragraph d) of clause 9-2.09.

**9-3.03**

Only a member of the College's management staff and an employee designated by the Union may represent the parties. They may, however, after having informed the other party, call upon an advisor who shall have no right to intervene.

**9-3.04**

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy at the Records Office. The settlement shall bind the parties.

The Records Office shall file two (2) certified copies with the TAT.

**9-3.05**

The procedure shall apply for every group of grievances or other recourses agreed upon between the College and the Union.

**9-3.06**

In the event that a number of grievances or recourses included in the prearbitration mediation process are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to between the parties and the other recourses according to the procedure as provided for in the Labour Code (CQLR, chapter C-27).

**9-3.07**

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process unless the parties agreed otherwise before the start of said mediation.

**9-3.08**

The provisions of articles 9-1.00 and 9-2.00 shall be applied by adapting them to this procedure, with the exception of incompatible provisions.

**Accelerated Arbitration Procedures****9-3.09**

Any grievance may be referred to this procedure provided that the parties (College and Union) explicitly agree to do so. In this case, a notice signed jointly by the authorized

representatives of the parties, attesting to such agreement, shall be forwarded to the Records Office.

Should the College and the Union fail to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, the College or the Union may indicate separately such intent by forwarding a separate written notice to this effect to the Records Office along with a certified copy to the other party.

In this latter case, the written notice of the Union and that of the College must both be received by the Records Office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

### **9-3.10**

The following topics may be submitted to the accelerated arbitration procedure.

- 3-1.00 - Union Security
- 3-2.00 - Union Dues
- 3-3.00 - Releases for Local Union Affairs
- 3-4.00 - Releases for National Union Affairs
- 3-5.00 - Meeting and Posting
- 4-1.00 - Information
- 6-2.00 - Determination of the Class of Employment and Salary upon Engagement
- 6-3.00 - Rules Concerning the Advancement in Step
- 6-4.00 - Rules Concerning Promotion and Transfer
- 6-6.00 - Premiums
- 6-10.00 - Amounts to be Collected
- 7-3.00 - Overtime
- 7-5.00 - Legal Holidays
- 7-6.00 - Annual Holidays Quanta
- 7-7.00 - Annual Holidays
- 7-10.00 - Leave of Absence Without Pay

### **9-3.11**

The arbitrator shall be appointed by the Records Office. The arbitrator shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

### **9-3.12**

Only a member of the College's management staff and an employee designated by the Union may represent the parties. They may, however, after having informed the other party, call upon an advisor who shall have no right to intervene.

### **9-3.13**

In general, a hearing usually lasts one (1) hour.

**9-3.14**

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two (2) pages). This decision may not be cited or used by anyone in regards to arbitration of any other grievance, unless this grievance is related to an identical dispute between the same College and the same Union and deals with the same facts and cases.

**9-3.15**

The arbitrator shall render their decision and shall forward a copy to the parties within a maximum five (5) working day time limit of the hearing. The arbitrator shall also file the signed original copy at the Records Office.

**9-3.16**

The provisions of articles 9-1.00 and 9-2.00 shall apply by adapting them to the accelerated arbitration procedure provided for in this clause except for incompatible provisions.

**Article 9-4.00 - Classification Grievances****9-4.01**

An employee or the Union who maintains that the principal and customary duties that the College requires the employee to perform do not correspond to their class of employment may submit a reclassification request to the human resources department according to the procedure provided for in this article, and shall do so within thirty (30) working days of the occurrence of the situation. The request must indicate the class of employment requested.

Neither the deadline of thirty (30) days provided for in the preceding paragraph, nor the occurrence of a situation prior to the date of the coming into force of the agreement may have the effect of rendering the request invalid if the situation continues during the thirty (30) days preceding the filing of the request.

The reclassification request shall be accompanied by the form agreed upon by the national parties, including a detailed description of the employee's principal and customary duties.

**9-4.02**

The College shall analyze the employee's tasks and confirm or refute the statements appearing in the form submitted in accordance with the preceding clause.

Following this analysis and no later than the thirtieth (30<sup>th</sup>) working day after the submission of the reclassification request, the College shall communicate its decision to the employee and the Union. Where applicable, the College shall identify its differences with regard to the statements appearing in the form. However, the time limit shall be suspended between June 15 and August 15, unless otherwise agreed to by the parties.

**9-4.03**

If no decision is rendered within the deadline provided in clause 9-4.02, or in the case of a refusal on behalf of the College, the reclassification request shall be referred to the local classification committee.

Unless the parties agree, the local classification committee will meet within ten (10) working days following the College's response to the employee, or following the deadline provided for in clause 9-4.02. However, the time limit shall be suspended between June 15 and August 15, unless otherwise agreed to by the parties.

**9-4.04**

The local classification committee is made up of a maximum of two (2) representatives of the Union and of a maximum of two (2) representatives of the College.

Subject to the provisions of this article, the local classification committee is self-sufficient with regards to its operating procedure.

An agreement reached at the local classification committee binds the parties and the concerned employee.

**9-4.05**

If no settlement is reached after the first meeting of the local classification committee, the reclassification request shall then become a classification grievance duly submitted to the College.

**9-4.06**

The Union wishing to submit the grievance to the arbitration procedure shall provide written notice to the College and to the first arbitrator, whose name appears in article 9-2.00, within forty-five (45) days following the date of the first meeting of the local classification committee. At the same time as the notice of arbitration is submitted, the Union shall forward the notice of grievance to the first arbitrator. This deadline is mandatory and may not be extended without the written consent of the parties. However, the deadline shall be suspended between June 15 and August 15, unless otherwise agreed to by the parties.

**9-4.07**

The setting of a date and place for the arbitration hearing and the appointment of an arbitrator shall be carried out in accordance with the provisions of article 9-2.00 with the necessary adjustments.

**9-4.08**

The Union shall, no later than ten (10) working days before the day of the hearing, send the arbitrator a copy of the request specified in clause 9-4.01, the form and the College's response provided for in clause 9-4.02.

**Powers and responsibilities of the arbitrator****9-4.09**

In addition to every power provided for in article 9-2.00, the arbitrator who accedes to a classification grievance according to this article shall only have the authority to grant monetary compensation equivalent to the difference between the employee's salary and the higher salary corresponding to the duties which, in arbitration, the employee demonstrated they perform.

However, there shall not be any retroactive payment under this article when more than ninety (90) days have elapsed from the date the reclassification request was filed.

**9-4.10**

Monetary compensation may not be awarded later than the date of the arbitrator's decision and must be determined by the application of the rules governing promotion and transfer as provided for in article 6-4.00.

**9-4.11**

To fulfill their mandate, the arbitrator must refer to the classification plan and establish a correspondence between the duties performed by the employee and those set out in the classification plan.

If the arbitrator cannot establish the aforementioned correspondence, because no employment class in the classification plan corresponds to the duties of the employee, the following provisions shall apply:

1. Within twenty (20) working days of the arbitrator's decision, the national parties shall meet to determine a monetary compensation within the salary scales provided for in the agreement and to agree, if applicable, on the employment class to which this compensation corresponds for the purposes of applying clause 9-4.12.
2. Failing an agreement, the Union affected by the arbitration decision may request that the arbitrator determine the monetary compensation by finding in the agreement a salary similar to the salary associated with duties comparable to those of the employee concerned, with respect to the sectors provided for in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

**9-4.12**

If the College:

- a) accedes to the classification grievance and decides to maintain the characteristics of a position,

or

- b) decides to maintain the characteristics of a position for which the incumbent was entitled to a monetary compensation,

the employee shall remain the incumbent of the position whose classification has been modified and shall be reputed to have the requested qualifications and meet the conditions required by the College with regard to the aforementioned position.

If the College decides to comply with this clause, the employee who would temporarily occupy the position shall receive the remuneration attached with the position.

#### **9-4.13 Prior Classification Grievances**

Classification grievances submitted to arbitration according to prior collective agreements or provisions constituting collective agreements shall be heard in accordance with these collective agreements or provisions constituting collective agreements.

Notwithstanding the foregoing and except in cases where a grievance has already been referred to a board, these grievances shall be heard by a classification arbitrator whose name appears in paragraph b) of clause 9-2.09 of the agreement. In the case of a classification grievance submitted to mediation-arbitration in accordance with the provisions of the 2005-2010 collective agreement, these grievances are heard by a mediator-arbitrator whose name appears in paragraph c) of clause 9-2.09 of this agreement.

The parties may agree to refer a classification grievance filed for mediation-arbitration in accordance with the provisions of the 2005-2010 collective agreement to the procedure provided for in this article. In which case, clauses 3-3.03, 9-2.04, 9-2.05 and 9-2.10 up to 9-2.13 apply by making the necessary adjustments.

### **Article 9-5.00 - Expenses and fees**

#### **9-5.01**

This article applies to all grievance and arbitration procedures provided for in this chapter.

#### **Expenses and fees of the arbitrators and mediators**

#### **9-5.02**

The expenses and fees of the arbitrator shall be assumed by the losing party.

However, in cases of dismissal grievances, the arbitrator's expenses and fees shall be borne by the Ministère.

In the event of a mixed decision, the arbitrator shall determine the sharing of the expenses.

The arbitrator's fees shall be paid only after two (2) signed copies of the decision have been deposited with the Records Office.

**9-5.03**

The expenses and fees of mediators covered by this article are shared equally by both parties.

**9-5.04**

In the case of a prearbitration mediation, that is cases where the mediator may be called upon to act as arbitrator for the same adjudication, the expenses and fees charged as arbitrator are assumed in accordance with the provisions of clause 9-5.02.

**Postponement and cancellation fees****9-5.05**

The party requesting the postponement of a hearing within thirty (30) days or less of the date of the hearing shall pay to the arbitrator a cancellation fee of four hundred (\$400) dollars; if the postponement follows a joint request, the cancellation fee shall be shared equally by both parties.

Likewise, the party requesting the postponement of mediation within thirty (30) days or less of the date of the mediation session shall pay to the mediator a cancellation fee of four hundred (\$400) dollars; if the postponement follows a joint request, the cancellation fee shall be shared equally by both parties.

**9-5.06**

Where applicable, when payable, the compensation due to the arbitrator or the mediator as a cancellation fee is assumed by the party who withdraws from its grievance or by the one who accedes to it.

**9-5.07**

In the case where the parties agree to the settlement of the grievance, when payable, the compensation due to the arbitrator or the mediator as a cancellation fee shall be assumed, either:

- equally by both parties;
- according to the conditions set forth by the parties during the settlement of the grievance;
- or, if one of the parties requests it, the arbitrator or the mediator who takes note of the settlement, if applicable, can determine a different share of the compensation.

**9-5.08**

In the case of a settlement, whatever the number of grievances covered and whatever the nature of the settlement of the grievances, the compensation due as a cancellation fee, as well as the expenses and fees of the arbitrator, if applicable, shall be assumed equally by the parties or according to the conditions of the settlement.

Upon request from either party, the arbitrator who takes note of the settlement can determine a different share.

### **Other expenses and fees**

#### **9-5.09**

The expenses and fees of the assessors shall be the responsibility of the party they represent.

#### **9-5.10**

The expenses of the records office and the salaries of its staff members shall be paid by the Ministère.

#### **9-5.11**

The travel and accommodation expenses of a witness, as well as the tax provided for in the Labour Code (CQLR, chapter C-27), if applicable, shall be reimbursed to the witness by the party that proposed the summons.

#### **9-5.12**

All expenses and fees ensuing from the services of an official stenographer or from the recording of the hearings on magnetic tape or otherwise, shall be charged to the party that made the request according to the provisions of clause 9-2.23.

## **CHAPTER 10 - GENERAL PROVISIONS**

### **Article 10-1.00 - Publication**

#### **10-1.01**

The national employer party shall undertake to electronically publish in French the true text of the collective agreement and of the classification plan in effect and an English version of the same documents.

The true text in French shall be the only one that can be invoked for the purposes of interpretation and application of the collective agreement, particularly before the arbitration boards and the civil tribunals.

#### **10-1.02**

The national parties agree to release one (1) employee for the purpose of verifying the English version of the legal French text of the collective agreement. The maximum duration of this release shall be five (5) working days; the terms and duration of such a release shall be determined by the national parties.

The employee released by virtue of this article shall not lose any right with respect to salary, benefits and privileges recognized by this agreement.

The cost of this release is not reimbursed by the Union.

#### **10-1.03**

The national employer party shall deliver to the national union party, by means of digitized copy, the true text in French of any letter of agreement signed by the national parties. This letter of agreement shall be electronically delivered to the employees and unions directly affected by the letter of agreement.

Where applicable, in the case of an Anglophone college or campus, the national employer party shall deliver to the national union party, by means of digitized copy, an English version of the letter of agreement to the employees and unions directly affected by the letter of agreement.

### **Article 10-2.00 - Technological Changes**

#### **10-2.01**

The parties shall understand by technological changes the introduction, addition or alteration of machinery, equipment or material which will cause a substantial change in current work techniques, methods or procedures which require a particular qualification or, if need be, a preliminary training or professional development.

#### **10-2.02**

At the latest on June 1 of each year, the College shall submit to the Union its plans for technological changes during the following contractual year for the purpose of

consultation. After this, the Union is granted a period of thirty (30) days to make its position known to the College at the L.R.C.

**10-2.03**

The plan submitted to the Union must contain the following elements:

- a) the nature of the technological change;
- b) the employees and positions liable to be affected;
- c) the foreseeable date when the changes will take effect;
- d) the planned professional development.

**10-2.04**

Should the College wish to proceed putting in place a technological change not foreseen in the plan as presented in accordance with clause 10-2.02, it must notify the Union at least ninety (90) days in advance.

This notice shall include the elements mentioned in clause 10-2.03; it shall be followed by a consultation of the Union in the framework of the L.R.C., which will end at the latest thirty (30) days after transmitting the notice.

**10-2.05**

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

**Article 10-3.00 - Transmission of Written Documents****10-3.01**

For the purposes of applying the agreement, the use of the fax machine shall constitute a valid means of transmitting written documents. This shall apply in all cases where the collective agreement refers to a specific mode of transmission.

Moreover, the use of electronic mail shall constitute a valid means of transmitting written documents between the College and the Union.

**Article 10-4.00 - Appendices****10-4.01**

The appendices are an integral part of the collective agreement.

**Article 10-5.00 - Duration of the Collective Agreement****10-5.01**

The collective agreement shall become effective on the signing date, except where provisions to the contrary have been made, and end on March 31, 2023; it shall remain in effect until its renewal.

These stipulations shall have no retroactive effect, except where provisions to the contrary have been made.

## **APPENDIX**

### **APPENDIX "1"**

#### **MOVING COSTS**

##### **1. General provisions**

The provisions of this appendix shall apply to any employee who, by virtue of the provisions concerning job security, is subject to a relocation which involves a change in domicile.

When the distance between the previous place of work and the new place of work is more than fifty (50) kilometres, the moving expenses provided in this appendix shall apply if the employee moves. The College of origin may also authorize the reimbursement of moving expenses in other cases, after having studied the case in question.

##### **2. Allowances**

The allowances provided below shall be paid by the College of origin, upon presentation of supporting evidence. The College agrees to pay the authorized expenses within thirty (30) days.

##### **3. Absence for moving and reimbursement of certain costs**

Any employee to whom a position is offered and who, by accepting such an offer, must move shall be entitled to be absent from their work:

- a) without loss of salary, for a maximum period of three (3) working days, excluding the time required for a return trip, in order to look for a new domicile. In such cases, the College of origin shall reimburse the cost of a return trip for the employee and the spouse, as well as their living expenses for a period not exceeding three (3) days and this, in accordance with the regulations concerning the travel costs in effect at the College of origin;
- b) without loss of salary, for a period of three (3) working days, in order to move from one domicile into the new one. In such cases, the employee's and their family's travel and living expenses shall be reimbursed in accordance with the regulations concerning travel costs in effect at the College of origin.

##### **4. Moving costs**

The College of origin shall assume, upon presentation of supporting evidence, the costs incurred for the transportation of the furniture and personal effects of the employee concerned, including the packing and unpacking and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that they supply, in advance, at least two (2) detailed bids for the costs to be incurred.

However, the College of origin shall not pay the cost of transporting the employee's personal vehicle, unless the location of their new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed.

#### **5. Cost of storage of furniture and personal effects**

When the move from one domicile to another cannot take place as a direct result of reasons beyond its control, other than the construction of a new residence, the College of origin shall pay the costs of storing the employee's furniture and personal effects and those of their dependents for a period not to exceed two (2) months.

#### **6. Compensation for related expenses**

The College of origin shall pay a moving allowance of seven hundred and fifty dollars (\$750) to any employee, married or in a civil union, who is transferred, or two hundred dollars (\$200) if they are single, in compensation for the related moving expenses (carpets, draperies, disconnecting and installing electrical appliances, cleaning, babysitting fees, etc.), unless the said employee is assigned to a location where complete facilities are made available by the new College.

Nevertheless, the seven hundred and fifty dollars (\$750) moving allowance payable to the transferred employee who is married or in a civil union, shall also be payable to the single employee who maintains a residence.

#### **7. Breaking a lease**

The College of origin shall pay the equivalent of one month's rent to the employee who must abandon a dwelling without a written lease. If there is a lease, the College of origin shall reimburse, up to a maximum of three (3) month's rent, the employee who must break their lease when the landlord demands compensation. In both cases, the employee must attest that the landlord's request is well-founded and produce supporting evidence.

If the employee chooses to sublet their dwelling themselves, reasonable costs for advertising the sublet shall be assumed by the College of origin.

#### **8. Buying or purchasing a house**

a) The College of origin shall pay the employee who must sell their house (principal residence) the real estate agent's fees, at a rate not exceeding six per cent (6%) and up to a maximum amount of two thousand four hundred dollars (\$2 400), upon presentation of the following documents:

- the contract with the real estate agent immediately after its drawing up;
- the sales contract;
- the statement of the agent's fees.

b) The College of origin shall pay the employee, who has sold their house because of their relocation and who purchases a new one in order to set up residence at their new posting, one per cent (1%) of the sale price, up to a maximum of four hundred dollars (\$400), to cover the cost of notarized deeds which the employee must pay.

### **9. Costs of keeping the unsold house**

When the house of the relocated employee is not sold by the time they must assume their obligations regarding their new place of residence, even though it has been put up for sale at a reasonable price, the costs of keeping the unsold house shall not be reimbursed but, in this case, the College of origin shall reimburse the following expenses upon presentation of supporting evidence, for a period not exceeding three (3) months:

- municipal and school taxes;
- the interest on the mortgage;
- the cost of the insurance premium.

### **10. Living expenses**

When the move from one domicile to another cannot take place directly because of uncontrollable reasons, other than the construction of a new residence, the College of origin shall reimburse the employee and their family for the living expenses in accordance with the regulations concerning travel expenses in effect at the College, normally for a period not exceeding two (2) weeks.

### **11. Transportation costs**

If the move is delayed with the authorization of the College of origin and if the family of the employee who is married or in a civil union is not relocated immediately, the College of origin shall assume the employee's transportation costs to visit their family every two (2) weeks, if the distance to be covered is equal to or less than a five hundred (500) kilometres return trip, and once a month if the return distance to be covered exceeds five hundred (500) kilometres, up to a maximum of one thousand six hundred (1,600) kilometres return trip.

### **12. Rental costs**

In the case where a relocated employee chooses not to sell their house (principal residence), they may benefit from the provisions of this article. In order to avoid a double financial burden for the employee-owner due to the fact that their principal residence is not rented at the time they assume their new accommodation obligations in the new location, the College of origin shall pay them, for the period in which their house is not rented, the amount of their new rent, up to a maximum of three (3) months, upon presentation of supporting evidence. Moreover, the College of origin shall reimburse them for the reasonable advertising costs and the costs of no more than two (2) trips incurred for the renting of their house, upon presentation of supporting evidence and in accordance with the regulations concerning travel costs in effect at the College of origin.

**APPENDIX "2"****SALARY SCALES**

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<b>Aeronautics Maintenance Technician,.....</b>	<b>182</b>
<b>Attendant for Disabled Students.....</b>	<b>192</b>
<b>Audio-visual Technician .....</b>	<b>179</b>
<b>Building Service Technician, .....</b>	<b>182</b>
<b>Certified aeronautics maintenance.....</b>	<b>183</b>
<b>Data Processing Operator .....</b>	<b>191</b>
<b>Data Processing Technician .....</b>	<b>184</b>
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<b>Dental Hygienist .....</b>	<b>184</b>
<b>Documentation Technician .....</b>	<b>180</b>
<b>Electronics Technician .....</b>	<b>181</b>
<b>Graphic Arts Technician.....</b>	<b>178</b>
<b>Information Technician.....</b>	<b>183</b>
<b>Interpreter .....</b>	<b>186</b>
<b>Laboratory Attendant.....</b>	<b>188</b>
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<b>Recreational Activities Technician .....</b>	<b>185</b>
<b>Social Work Technician .....</b>	<b>185</b>
<b>Sociocultural or Sports Activities Counsellor .....</b>	<b>189</b>
<b>Sociocultural or Sports Activities Leader .....</b>	<b>188</b>
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**CLASS: Administration technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
-----	-----	-----	-----	-----
1	22.59	23.04	23.50	24.21
2	23.27	23.74	24.21	24.94
3	23.96	24.44	24.93	25.68
4	24.68	25.17	25.67	26.44
5	25.42	25.93	26.45	27.25
6	26.17	26.69	27.22	28.04
7	26.96	27.50	28.05	28.90
8	27.77	28.33	28.90	29.77
9	28.41	28.98	29.56	30.45
10	29.09	29.67	30.26	30.87
11	29.77	30.37	30.98	31.60
12	30.46	31.07	31.69	32.32

## NOTE:

The salary scale reflects changes resulting from pay equity agreements entered into between June and September 2021.

**CLASS: Graphic Arts Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
-----	-----	-----	-----	-----
1	21.90	22.34	22.79	23.48
2	22.55	23.00	23.46	24.17
3	23.22	23.68	24.15	24.88
4	23.91	24.39	24.88	25.63
5	24.61	25.10	25.60	26.37
6	25.36	25.87	26.39	27.19
7	25.92	26.44	26.97	27.79
8	26.51	27.04	27.58	28.41
9	27.10	27.64	28.19	29.04
10	27.70	28.25	28.82	29.40

**CLASS: Audio-visual Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	21.90	22.34	22.79	23.48
2	22.55	23.00	23.46	24.17
3	23.22	23.68	24.15	24.88
4	23.91	24.39	24.88	25.63
5	24.61	25.10	25.60	26.37
6	25.36	25.87	26.39	27.19
7	25.92	26.44	26.97	27.79
8	26.51	27.04	27.58	28.41
9	27.10	27.64	28.19	29.04
10	27.70	28.25	28.82	29.40

**CLASS: Test Bed Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	23.12	23.58	24.05	24.78
2	23.97	24.45	24.94	25.69
3	24.88	25.38	25.89	26.67
4	25.78	26.30	26.83	27.64
5	26.73	27.26	27.81	28.65
6	27.73	28.28	28.85	29.72
7	28.74	29.31	29.90	30.81
8	29.80	30.40	31.01	31.95
9	30.72	31.33	31.96	32.93
10	31.65	32.28	32.93	33.59
11	32.62	33.27	33.94	34.62
12	33.61	34.28	34.97	35.67

**CLASS: Documentation Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	22.23	22.67	23.12	23.82
2	22.89	23.35	23.82	24.54
3	23.58	24.05	24.53	25.27
4	24.27	24.76	25.26	26.03
5	25.00	25.50	26.01	26.80
6	25.74	26.25	26.78	27.59
7	26.52	27.05	27.59	28.42
8	27.13	27.67	28.22	29.07
9	27.76	28.32	28.89	29.76
10	28.38	28.95	29.53	30.12
11	29.05	29.63	30.22	30.82

**CLASSES:      Electronics Technician  
                   Mechanical Production Technician  
                   Laboratory Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	22.59	23.04	23.50	24.21
2	23.27	23.74	24.21	24.94
3	23.96	24.44	24.93	25.68
4	24.68	25.17	25.67	26.44
5	25.42	25.93	26.45	27.25
6	26.17	26.69	27.22	28.04
7	26.96	27.50	28.05	28.90
8	27.77	28.33	28.90	29.77
9	28.41	28.98	29.56	30.45
10	29.09	29.67	30.26	30.87
11	29.77	30.37	30.98	31.60
12	30.46	31.07	31.69	32.32

**CLASS: Building Service Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	22.74	23.19	23.65	24.36
2	23.51	23.98	24.46	25.20
3	24.31	24.80	25.30	26.07
4	25.12	25.62	26.13	26.92
5	25.98	26.50	27.03	27.85
6	26.84	27.38	27.93	28.77
7	27.77	28.33	28.90	29.77
8	28.70	29.27	29.86	30.76
9	29.49	30.08	30.68	31.60
10	30.30	30.91	31.53	32.16
11	31.14	31.76	32.40	33.05
12	31.99	32.63	33.28	33.95

**CLASS: Aeronautics Maintenance Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	22.23	22.67	23.12	23.82
2	22.89	23.35	23.82	24.54
3	23.58	24.05	24.53	25.27
4	24.27	24.76	25.26	26.03
5	25.00	25.50	26.01	26.80
6	25.74	26.25	26.78	27.59
7	26.52	27.05	27.59	28.42
8	27.13	27.67	28.22	29.07
9	27.76	28.32	28.89	29.76
10	28.38	28.95	29.53	30.12
11	29.05	29.63	30.22	30.82

**CLASS: Certified aeronautics maintenance**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	23.53	24.00	24.48	25.22
2	24.47	24.96	25.46	26.23
3	25.44	25.95	26.47	27.27
4	26.47	27.00	27.54	28.37
5	27.51	28.06	28.62	29.48
6	28.62	29.19	29.77	30.67
7	29.76	30.36	30.97	31.91
8	30.94	31.56	32.19	33.16
9	31.98	32.62	33.27	34.28
10	33.06	33.72	34.39	35.08
11	34.16	34.84	35.54	36.25
12	35.32	36.03	36.75	37.49

**CLASS: Information Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	21.90	22.34	22.79	23.48
2	22.55	23.00	23.46	24.17
3	23.22	23.68	24.15	24.88
4	23.91	24.39	24.88	25.63
5	24.61	25.10	25.60	26.37
6	25.36	25.87	26.39	27.19
7	25.92	26.44	26.97	27.79
8	26.51	27.04	27.58	28.41
9	27.10	27.64	28.19	29.04
10	27.70	28.25	28.82	29.40

**CLASSES:      Dental Hygienist  
Data Processing Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	22.59	23.04	23.50	24.21
2	23.27	23.74	24.21	24.94
3	23.96	24.44	24.93	25.68
4	24.68	25.17	25.67	26.44
5	25.42	25.93	26.45	27.25
6	26.17	26.69	27.22	28.04
7	26.96	27.50	28.05	28.90
8	27.77	28.33	28.90	29.77
9	28.41	28.98	29.56	30.45
10	29.09	29.67	30.26	30.87
11	29.77	30.37	30.98	31.60
12	30.46	31.07	31.69	32.32

**CLASS:      Data Processing Technician, principal class**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	23.12	23.58	24.05	24.78
2	23.97	24.45	24.94	25.69
3	24.88	25.38	25.89	26.67
4	25.78	26.30	26.83	27.64
5	26.73	27.26	27.81	28.65
6	27.73	28.28	28.85	29.72
7	28.74	29.31	29.90	30.81
8	29.80	30.40	31.01	31.95
9	30.72	31.33	31.96	32.93
10	31.65	32.28	32.93	33.59
11	32.62	33.27	33.94	34.62
12	33.61	34.28	34.97	35.67

**CLASS: Recreational Activities Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	22.23	22.67	23.12	23.82
2	22.89	23.35	23.82	24.54
3	23.58	24.05	24.53	25.27
4	24.27	24.76	25.26	26.03
5	25.00	25.50	26.01	26.80
6	25.74	26.25	26.78	27.59
7	26.52	27.05	27.59	28.42
8	27.13	27.67	28.22	29.07
9	27.76	28.32	28.89	29.76
10	28.38	28.95	29.53	30.12
11	29.05	29.63	30.22	30.82

**CLASSES: Special Education Technician  
Social Work Technician**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	23.12	23.58	24.05	24.78
2	23.97	24.45	24.94	25.69
3	24.88	25.38	25.89	26.67
4	25.78	26.30	26.83	27.64
5	26.73	27.26	27.81	28.65
6	27.73	28.28	28.85	29.72
7	28.74	29.31	29.90	30.81
8	29.80	30.40	31.01	31.95
9	30.72	31.33	31.96	32.93
10	31.65	32.28	32.93	33.59
11	32.62	33.27	33.94	34.62
12	33.61	34.28	34.97	35.67

**CLASS: Interpreter**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	22.74	23.19	23.65	24.36
2	23.51	23.98	24.46	25.20
3	24.31	24.80	25.30	26.07
4	25.12	25.62	26.13	26.92
5	25.98	26.50	27.03	27.85
6	26.84	27.38	27.93	28.77
7	27.77	28.33	28.90	29.77
8	28.70	29.27	29.86	30.76
9	29.49	30.08	30.68	31.60
10	30.30	30.91	31.53	32.16
11	31.14	31.76	32.40	33.05
12	31.99	32.63	33.28	33.95

**CLASS: Administrative Support Agent. class II**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	19.98	20.38	20.79	21.73
2	20.25	20.66	21.07	22.02
3	20.55	20.96	21.38	22.33
4	20.84	21.26	21.69	22.65

**CLASS: Administrative Support Agent. class I**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	20.76	21.18	21.60	22.36
2	21.23	21.65	22.08	22.86
3	21.72	22.15	22.59	23.39
4	22.20	22.64	23.09	23.90
5	22.70	23.15	23.61	24.44
6	23.22	23.68	24.15	25.00

**CLASS: Administrative Support Agent. principal class**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	21.62	22.05	22.49	23.12
2	22.16	22.60	23.05	23.70
3	22.74	23.19	23.65	24.31
4	23.31	23.78	24.26	24.95
5	23.91	24.39	24.88	25.58
6	24.52	25.01	25.51	26.23
7	25.14	25.64	26.15	26.88
8	25.79	26.31	26.84	27.60
9	26.47	27.00	27.54	28.31

**CLASS: Sociocultural or Sports Activities Leader**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	21.28	21.71	22.14	22.81
2	21.80	22.24	22.68	23.36
3	22.35	22.80	23.26	23.97
4	22.91	23.37	23.84	24.56
5	23.48	23.95	24.43	25.17
6	24.06	24.54	25.03	25.79
7	24.65	25.14	25.64	26.41
8	25.27	25.78	26.30	27.10

**CLASS: Laboratory Attendant**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	20.20	20.60	21.01	21.89
2	20.53	20.94	21.36	22.25
3	20.86	21.28	21.71	22.60
4	21.21	21.63	22.06	22.97
5	21.55	21.98	22.42	23.35

**CLASS: Storekeeper. class II**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	19.73	20.12	20.52	21.54
2	19.91	20.31	20.72	21.74
3	20.06	20.46	20.87	21.90
4	20.22	20.62	21.03	22.06

**CLASS: Storekeeper. class I**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	20.55	20.96	21.38	22.18
2	20.98	21.40	21.83	22.65
3	21.42	21.85	22.29	23.13
4	21.87	22.31	22.76	23.61
5	22.35	22.80	23.26	24.13

**=CLASSES: Sociocultural or Sports Activities Counsellor  
Day Camp Counsellor**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	21.44	21.87	22.31	23.24

**CLASS: Offset Duplicator Operator**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	20.20	20.60	21.01	21.89
2	20.53	20.94	21.36	22.25
3	20.86	21.28	21.71	22.60
4	21.21	21.63	22.06	22.97
5	21.55	21.98	22.42	23.35

**CLASS: Offset Duplicator Operator, principal class**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	20.98	21.40	21.83	22.54
2	21.48	21.91	22.35	23.07
3	22.01	22.45	22.90	23.64
4	22.54	22.99	23.45	24.21
5	23.08	23.54	24.01	24.78
6	23.65	24.12	24.60	25.39
7	24.22	24.70	25.19	26.00

**CLASS: Data Processing Operator**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	20.76	21.18	21.60	22.36
2	21.23	21.65	22.08	22.86
3	21.72	22.15	22.59	23.39
4	22.20	22.64	23.09	23.90
5	22.70	23.15	23.61	24.44
6	23.22	23.68	24.15	25.00

**CLASS: Administrative Secretary**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	20.98	21.40	21.83	22.54
2	21.48	21.91	22.35	23.07
3	22.01	22.45	22.90	23.64
4	22.54	22.99	23.45	24.21
5	23.08	23.54	24.01	24.78
6	23.65	24.12	24.60	25.39
7	24.22	24.70	25.19	26.00

**CLASSES:      Attendant for Disabled Students  
Swimming Pool Supervisor**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	20.20	20.60	21.01	21.89
2	20.53	20.94	21.36	22.25
3	20.86	21.28	21.71	22.60
4	21.21	21.63	22.06	22.97
5	21.55	21.98	22.42	23.35

## RATES OF ABOLISHED OR INTEGRATED EMPLOYMENT CLASSES

The following employment class is no longer part of the Classification Plan:

- Electronic Phototypesetter Operator

Upon the coming into force of the agreement, an employee who holds a position in this employment class shall retain their salary progression for as long as they hold this position.

**Class:            Electronic Phototypesetter Operator**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
	-----	-----	-----	-----
1	20.76	21.18	21.60	22.36
2	21.23	21.65	22.08	22.86
3	21.72	22.15	22.59	23.39
4	22.20	22.64	23.09	23.90
5	22.70	23.15	23.61	24.44
6	23.22	23.68	24.15	25.00

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## SALARY RATES

<b>Classes</b>	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
Trades Helper	19.69	20.08	20.48	21.58
Residence Caretaker	21.44	21.87	22.31	23.24
Light Vehicle Driver	20.19	20.59	21.00	22.03
Heavy Vehicle Driver	21.44	21.87	22.31	23.24
Cook, class I	25.77	26.30	26.83	27.58
Cook, class II	24.76	25.27	25.78	26.57
Cook, class III	22.20	22.66	23.12	23.98
Cabinetmaker	24.76	25.27	25.78	26.57
Electrician	24.76	25.27	25.78	26.57
Electrician, principal class	26.83	27.38	27.93	28.56
Gardener	22.20	22.66	23.12	23.98
Labourer	19.37	19.76	20.16	21.27
Equipment Maintenance Mechanic	24.76	25.27	25.78	26.57
Carpenter	23.87	24.34	24.83	25.63
Certified Maintenance Workman	23.87	24.34	24.83	25.63
Painter	21.44	21.87	22.31	23.24
Pipe Mechanic	24.76	25.27	25.78	26.57
<b>Classes</b>	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
Domestic Helper	19.37	19.76	20.16	21.27
Kitchen General Helper	19.69	20.08	20.48	21.58

**CLASS:            Prevention and Security Officer**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	21.28	21.71	22.14	22.81
2	21.80	22.24	22.68	23.36
3	22.35	22.80	23.26	23.97
4	22.91	23.37	23.84	24.56
5	23.48	23.95	24.43	25.17
6	24.06	24.54	25.03	25.79
7	24.65	25.14	25.64	26.41
8	25.27	25.78	26.30	27.10

**CLASS: Stationary Engineer**

<u>Classes</u>	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
I	24.76	25.27	25.78	26.57
II				
III	24.76	25.27	25.78	26.57
IV	23.87	24.34	24.83	25.63
V				
VI				
VII	23.87	24.34	24.83	25.63
VIII				
IX				
X	23.87	24.34	24.83	25.63
XI				
XII	23.87	24.34	24.83	25.63
XIII	23.87	24.34	24.83	25.63
XIV				
XV				
XVI	23.87	24.34	24.83	25.63
XVII	23.87	24.34	24.83	25.63
XVIII				
XIX				
XX				

**CLASS: Security Attendant**

Step	Rate until 2020-03-31 (\$)	Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
1	19.98	20.38	20.79	21.73
2	20.25	20.66	21.07	22.02
3	20.55	20.96	21.38	22.33
4	20.84	21.26	21.69	22.65

**-APPENDIX "4"****SALARY RATES FOR THE STUDENT EMPLOYEE**

As of December 20, 2015, the salary rate of the student employee shall be set at the first (1<sup>st</sup>) step of the salary scale or equal to the salary rate of the employment class that includes their duties and for which they have been hired.

The applicable salary rates and scales for each class title are those set out in Appendices "2" and "3".

**APPENDIX "5"**

**UNION APPLICATION FORM**

Union Application Form

(Complete in block letters)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Tel.: \_\_\_\_\_ Date of birth: \_\_\_\_\_

In accordance with article 3-1.00 (Union Security) of the collective agreement, I, the undersigned, request membership in:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I undertake to observe the statutes, regulations and decisions, as well as to pay the monthly contribution set by the Union.

Employee's signature: \_\_\_\_\_

Witness' signature: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX "6"****LIST OF ZONES APPLICABLE TO EACH COLLEGE OR INSTITUTION WITH RESPECT TO EMPLOYMENT PRIORITY AND EMPLOYMENT SECURITY**

<b>COLLEGES</b>	<b>OTHER COLLEGES WITHIN THE ZONE</b>
ABITIBI-TÉMISCAMINGUE	-
AHUNTSIC	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Montmorency, Saint-Jérôme
ALMA	Jonquière
ANDRÉ-LAURENDEAU	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Valleyfield
BAIE-COMEAU	-
BEAUCE-APPALACHES	-
BOIS-DE-BOULOGNE	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Montmorency, Saint-Jérôme
CÉGEP RÉGIONAL DE LANAUDIÈRE	-
CENTRE D'INFORMATIQUE DES CÉGÉPS DU SAGUENAY-LAC-SAINT-JEAN	Chicoutimi, Jonquière
CHAMPLAIN (LENNOXVILLE)	Sherbrooke
CHAMPLAIN (SAINT-LAMBERT)	Édouard-Montpetit, *Island of Montréal, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Société d'informatique Bourgchemin
CHAMPLAIN (ST. LAWRENCE)	**Québec area
CHICOUTIMI	Centre d'informatique des cégeps du

	Saguenay-Lac-Saint-Jean, Jonquière
DAWSON	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu
DRUMMONDVILLE	-
ÉDOUARD-MONTPETIT	Champlain (Saint-Lambert), *Island of Montréal, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Société d'informatique Bourgchemin
FRANÇOIS-XAVIER-GARNEAU	**Québec area
GASPÉSIE ET DES ÎLES	-
GÉRALD-GODIN	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Montmorency, Valleyfield
GRANBY	-
HERITAGE	Outaouais
JOHN ABBOTT	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Montmorency, Valleyfield
JONQUIÈRE	Alma, Centre d'informatique des cégeps du Saguenay-Lac-Saint-Jean, Chicoutimi
LA POCATIÈRE	-
LÉVIS-LAUZON	**Québec area
LIMOILOU	**Québec area
LIONEL-GROULX	*Island of Montréal, Montmorency, Saint-Jérôme
MAISONNEUVE	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu
MARIE-VICTORIN	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Montmorency

MATANE	-
MONTMORENCY	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Saint-Jérôme
OUTAOUAIS	Heritage
RIMOUSKI	-
RIVIÈRE-DU-LOUP	-
ROSEMONT	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu
SAINT-FÉLICIEN	-
SAINT-HYACINTHE	Champlain (Saint-Lambert), Édouard-Montpetit, Société d'informatique Bourgchemin
SAINT-JEAN-SUR-RICHELIEU	André-Laurendeau, Champlain (Saint-Lambert), Dawson, Édouard-Montpetit, Maisonneuve, Rosemont, Vieux Montréal
SAINT-JÉRÔME	Ahuntsic, Bois-de-Boulogne, Lionel-Groulx, Montmorency, Saint-Laurent, Vanier
SAINT-LAURENT	Champlain (Saint-Lambert), Édouard-Montpetit, *Island of Montréal, Lionel-Groulx, Montmorency, Saint-Jérôme
SAINTE-FOY	**Québec area
SEPT-ÎLES	-
SHAWINIGAN	Trois-Rivières
SHERBROOKE	Champlain (Lennoxville)
SOCIÉTÉ D'INFORMATIQUE BOURGHEMIN	Champlain (Saint-Lambert), Édouard-Montpetit, Saint-Hyacinthe
SOREL-TRACY	-
TROIS-RIVIÈRES	Shawinigan

VALLEYFIELD

André-Laurendeau, Gérald-Godin, John Abbott

VANIER

Champlain (Saint-Lambert), Édouard-Montpetit,  
\*Island of Montréal, Lionel-Groulx, Montmorency,  
Saint-Jérôme

VICTORIAVILLE

-

VIEUX MONTRÉAL

Champlain (Saint-Lambert), Édouard-Montpetit,  
\*Island of Montréal, Lionel-Groulx, Montmorency,  
Saint-Jean-sur-RichelieuAn INSTITUTION located fifty (50)  
kilometres or less from the College.Zone of the college to which the institution is  
attached.An INSTITUTION located more than fifty  
(50) kilometres from the College.All the colleges or institutions located fifty (50)  
kilometres or less from the institution where the  
employee is working at the time of their layoff or  
placement on availability.

---

 \*Island of Montréal:
Ahuntsic, André-Laurendeau, Bois-de-Boulogne,  
Dawson, Gérald-Godin, John Abbott, Maisonneuve,  
Marie-Victorin, Rosemont, St-Laurent, Vanier,  
Vieux Montréal Colleges

\*\*Québec area:

F.-X.-Garneau, Limoilou, Ste-Foy, Lévis-Lauzon,  
Champlain (St-Lawrence) Colleges

**APPENDIX "7"**

**GRIEVANCE FORM**

**GRIEVANCE NOTICE**

(without prejudice)

SUPPORT PERSONNEL

GRIEVANCE NO.: \_\_\_\_\_

Union:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (CSQ)

Date grievance submitted to the employer: \_\_\_\_\_

Employee(s) concerned:

all the employees

or \_\_\_\_\_

\_\_\_\_\_  
 identification

Employer's name: \_\_\_\_\_

Address:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Grievance type:

- classification
- interpretation

Article(s) in question:  
 (as an indication)

Brief account of the grievance:

Nature of the claim:

Signature of the Union representative

\_\_\_\_\_

(Name) (title)

Signature of the employee:  
 (if need be)

\_\_\_\_\_

**APPENDIX "8"****APPENDIX RELATING TO WORKING CONDITIONS APPLICABLE  
TO ATTENDANTS FOR DISABLED STUDENTS**

1. This appendix shall modify the provisions of the collective agreement when applicable to *Attendants for disabled students*.

2. Clause 1-1.28 is replaced with the following:

**1-1.28 Specific Project**

Set of activities pertaining directly to physical accompaniment and manipulative aid functions determined by at least one of the intervention plans for one or more disabled students.

3. Determining the specific project(s) for a teaching semester

3.1 Before the beginning of each semester, the College shall determine the specific project(s) based on the accompaniment needs, taking the following elements into account:

- a) The need for the student to maintain the attendant/student relationship;
- b) The student's course schedule;
- c) The intervention plan(s) for the beneficiary student(s);
- d) The number of attendants who can attend to the same student throughout the semester;
- e) The provisions related to working schedules set out in article 7 of this appendix.

4. Granting the specific project(s)

4.1 The specific project(s) determined in article 3 are granted to attendants who have held jobs in this role for a length of time equivalent to one hundred and thirty (130) days worked or paid for between their first hiring date at the College and May 15 for the fall semester or December 15 for the winter semester.

or

Between their reemployment date following a period of interruption of twelve (12) consecutive months or more of their employment bond and May 15 for the fall semester or December 15 for the winter semester.

The College shall grant the specific projects starting with the attendant who has the most time worked or paid in this role as of the preceding May 15 for the fall semester and the preceding December 15 for the winter semester.

- 4.2 Following the granting of the specific project, the College may, during the first twenty-five (25) days of classes in each semester, reduce the number of working hours of the attendant concerned, without advance notice.
- 4.3 From the twenty-first (21<sup>st</sup>) day of classes to the twenty-fifth (25<sup>th</sup>) day inclusively of each semester, the College shall attempt to compensate the number of working hours initially set out in the specific project granted to the attendant who, for reasons of a lower attendance by the beneficiary student(s), sees their number of working hours reduced.

To this end, the College shall first draw from the working hours of the attendant who has the least amount of hours worked or paid as per the second subparagraph of paragraph 4.1 of this appendix. This new determination of working hours is made according to the provisions of paragraph 3.1 of this appendix.

- 4.4 After the twenty-fifth (25<sup>th</sup>) day of classes of each semester, for reasons of a lower attendance by the beneficiary student(s), the College may reduce the number of the attendant's working hours initially set out in the specific project granted to the attendant up to the number of course hours of the beneficiary student(s), following an advance notice of five (5) working days.

## 5. Ad hoc situations

- 5.1 An attendant whose working hours were reduced as provided for in paragraph 4.4 of this appendix shall be assigned based on their capacity to carry out any task determined by the College, and included in the class of employment categories defined in Appendix "10" of the collective agreement, with the exception of category C. This assignment is governed by the provisions of clauses 5-2.12 and 5-2.13. Unless otherwise agreed by the College and the attendant, this assignment shall be based on the course schedule of the beneficiary student with a lower attendance based on clause 4.4.
- 5.2 Where applicable, the accompaniment hours available before the start of classes and after the end of classes are offered based on the order provided for in clause 4.1 and the elements provided for in clause 3.1 of this appendix.

5.3 After the twenty-fifth (25<sup>th</sup>) day of classes of each semester, for reasons of absences on an ad hoc basis of the beneficiary student, the College may reduce the number of the attendant's working hours up to the number of course hours of the beneficiary student they accompany in their classes, following an advance notice given on the day preceding the beneficiary student's absence.

During this absence, the student's attendant shall be assigned based on their capacity to carry out any task determined by the College according to the parameters set out in clause 5.1.

## 6. Engagement

6.1 The engagement of the attendant shall be confirmed on the twenty-sixth (26<sup>th</sup>) day of classes of each semester, up to the last day of classes during which the beneficiary student(s) are registered for the current semester.

7. Article 7-2.00 is replaced with the following:

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

#### **7-2.01**

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

#### **7-2.02**

The College may, during the first twenty-five (25) days of classes of each semester, modify the attendant's working schedule, without advance notice.

Subject to paragraph 4.3 of this appendix, the working schedule shall be confirmed on the twenty-sixth (26<sup>th</sup>) day of classes of each semester. This schedule shall become the attendant's regular working schedule. This schedule includes course hours and additional activities.

Afterwards, and subject to paragraph 5.1 of this appendix, this schedule may only be modified as mutually agreed to by the College and the attendant concerned.

#### **7-2.03**

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

- a) the maximum scheduling time for all individual schedules is from 7:30 a.m. until 11:00 p.m.; the determination of the schedules may cause the schedule of an employee to vary from one day to another;

- b) on a daily basis, no individual schedule may be greater than ten (10) hours of availability;
- c) unless otherwise agreed upon with the employee, the College shall guarantee a minimum resting period of twelve (12) hours between the end of a regular working day and the start of the following regular working day.

**7-2.04**

The College may schedule split shifts for a maximum of three (3) days a week.

- 8. The parties may agree by local agreement to modify this appendix.

**APPENDIX "9"****INTEGRATION OF NEW EMPLOYEES**

Beginning on the date of their first accreditation or on the date when a non-unionized employee is being covered by the collective agreement for the first time, the working conditions provided for in the agreement shall apply. However, for the employees holding jobs not covered by the classification plan, their salary shall be maintained until a new employment class is created.

Within thirty (30) days following the accreditation, the national parties shall agree on the date on which the information relating to employees covered by clause 4-1.01 shall be given to the Union.

Moreover, within sixty (60) days following the accreditation, the national parties shall hold discussions regarding the particular areas of the collective agreement that specifically apply to this new group of employees.

The meetings between the national parties shall be held according to the terms of article 2-2.00 of the collective agreement.

**APPENDIX "10"****EMPLOYMENT CLASS CATEGORIES FOR THE PURPOSE OF  
ASSIGNING THE EMPLOYEE ON AVAILABILITY**

- CATEGORY A:**
- Laboratory Attendant
  - Dental Hygienist
  - Offset Duplicator Operator
  - Offset Duplicator Operator, principal class
  - Data Processing Operator
  - Test Bed Technician
  - Certified Aeronautics Maintenance Technician
  - Aeronautics Maintenance Technician
  - Graphic Arts Technician
  - Audio-visual Technician
  - Building Services Technician
  - Documentation Technician
  - Special Education Technician
  - Electronics Technician
  - Mechanical Production Technician
  - Data Processing Technician
  - Data Processing Technician, principal class
  - Recreational Activities Technician
  - Social Work Technician
  - Laboratory Technician
- CATEGORY B:**
- Administrative Support Agent, class II
  - Administrative Support Agent, class I
  - Administrative Support Agent, principal class
  - Storekeeper, class II
  - Storekeeper, class I
  - Administrative Secretary
  - Administration Technician
  - Information Technician

- CATEGORY C:** Prevention and Security Officer  
Trades Helper  
Domestic Helper  
Kitchen General Helper  
Residence Caretaker  
Light Vehicle Driver  
Heavy Vehicle Driver  
Cook, class I  
Cook, class II  
Cook, class III  
Cabinetmaker  
Electrician  
Electrician, principal class  
Gardener  
Labourer  
Equipment Maintenance Mechanic  
Stationary Engineer  
Carpenter  
Certified Maintenance Workman  
Painter  
Security Attendant  
Pipe Mechanic
- CATEGORY D:** Attendant for Disabled Students  
Sociocultural or Sports Activities Leader  
Sociocultural or Sports Activities Counsellor  
Day Camp Counsellor  
Swimming Pool Supervisor
- CATEGORY E:** Interpreter

**APPENDIX "11"****APPENDIX RELATING TO THE WORKING CONDITIONS APPLICABLE TO THE INTERPRETERS EMPLOYED BY THE COLLÈGE DE SAINTE-FOY AND THE COLLÈGE DU VIEUX MONTRÉAL**

1. The present appendix shall modify the provisions of the collective agreement when applicable to the interpreters covered by the certification issued to the Syndicat des interprètes du Collège Sainte-Foy and to the Syndicat des interprètes professionnels du Cégep du Vieux Montréal.
2. Article 5-1.00 shall be modified by replacing clauses 5-1.15 and 5-1.16 with the following:

**5-1.15 Replacement for a foreseeable period of one (1) semester or more**

When the College decides to fill a temporarily vacant position for a foreseeable period of one (1) semester or more, it may, subject to clause 5-6.03, proceed either:

- a) by a temporary assignment according to clause 5-2.11 thereby increasing the number of working hours for the regular part-time employee. However, in this case, the College cannot force the employee with the least seniority to take the position;

or

- b) by a posting of five (5) working days according to clause 5-1.07 and restricted to those persons referred to in items 1, 2 and 3 of the said clause with the exception of those employees who hold occasional or substitute jobs for one (1) semester or more. Interested persons must apply in writing on the last working day of the posting at the latest.

The College transmits to the Union, within the two (2) days of the beginning of the posting, the list of occasional or substitute employees referred to in clause 2-3.04 as well as the number of hours worked or paid during the reference period provided in clause 2-3.04 for each occasional or substitute employee.

Among the candidates, the College chooses the person with the most seniority or with the most worked or paid time as an occasional or substitute employee during the reference period provided in clause 2-3.04 and who meets the qualifications and conditions of the position, according to the following priority order:

1. the regular employee (including the part-time employee willing to assume a full weekly workload, their work schedule permitting);

2. the employee laid off by the College and whose name is on the Placement Office's list;
3. the occasional or substitute employee referred to in clause 2-3.04.

In cases where candidates have worked or been paid equal time, the College shall choose the employee having the most worked or paid time during the thirty (30) months preceding the beginning of posting.

If the College has not filled the vacant position in accordance with the order of priority referred to in subparagraphs 1., 2. and 3., it may proceed by the provisional assignment of a person from another category of personnel in the College, provided such a person meets the normal requirements of the position.

The application of this clause shall not be impeded by the fact that an employee may decide to terminate a release or a leave of absence by sending a notice under the terms of articles 3-4.00, 5-10.00, 7-4.00 or 7-10.00.

For the purpose of applying the present clause, the parties may agree to proceed differently, by way of a local agreement.

#### **5-1.16 Specific project**

When the College decides to hire an employee for a specific project, it may, subject to clause 5-6.03, proceed either:

- a) by a temporary assignment according to clause 5-2.11 thereby increasing the number of working hours for the regular part-time employee. However, in this case, the College cannot force the employee with the least seniority to take on the specific project;

or

- b) by a posting of five (5) working days according to clause 5-1.07 and restricted to those persons referred to in items 1, 2 and 3 of the said clause with the exception of those employees who hold occasional or substitute jobs for one (1) semester or more. Interested persons must apply in writing on the last working day of the posting at the latest.

The College transmits to the Union, within the two (2) days of the beginning of the posting, the list of occasional or substitute employees referred to in clause 2-3.04 as well as the number of hours worked or paid during the reference period provided in clause 2-3.04 for each occasional or substitute employee.

Among the candidates, the College chooses the person with the most seniority or with the most worked or paid time as an occasional or substitute employee during

the reference period provided in clause 2-3.04 and who meets the qualifications and conditions of the position, according to the following priority order:

1. the regular employee (including the part-time employee willing to assume a full weekly workload, their work schedule permitting);
2. the employee laid off by the College and whose name is on the Placement Office's list;
3. the occasional or substitute employee referred to in clause 2-3.04

In cases where candidates have worked or been paid equal time, the College shall choose the employee having the most worked or paid time during the thirty (30) months preceding the beginning of posting.

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

For the purpose of applying the present clause, the parties may agree to proceed differently, by way of a local agreement.

3. Article 5-9.00 shall be replaced by the following:

**5-9.01**

The College may proceed with temporary layoffs for reasons of cyclical slowdowns or of seasonal suspension of activities.

A temporary layoff shall not be considered to be the elimination of a position, as defined in article 5-4.00.

**5-9.02**

After consulting the L.R.C., the College may proceed with temporary layoffs each year between May 15 and August 31. The duration of the temporary layoffs shall be predetermined and may vary from one employee to the other. The effective date of the layoff shall be made known to the employee at the time of distribution of working schedules.

The College may also proceed with temporary layoffs in periods other than that provided for in the above paragraph. Such layoffs shall be determined in advance and shall not be less than one (1) month's duration.

**5-9.03**

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

**5-9.04**

During a temporary layoff, the employee continues to participate in the basic health insurance plan by paying their share of the premium prior to the beginning of their temporary layoff. They may also continue to participate in the other group insurance plans insofar as the master policies permit it and provided that they inform the College and pay their share of the premium prior to the beginning of their temporary layoff.

**5-9.05**

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

**5-9.06**

The temporary layoff of an employee shall not constitute a break of the employment bond. However, subject to clause 5-6.02, the period during which an employee is temporarily laid off shall not be counted for purposes of employment security.

**5-9.07**

The employee willing to do occasional work as an interpreter or other foreseeable replacement duties of more than two (2) weeks' duration during their temporary layoff, must so inform the College in writing prior to the beginning of their layoff. The College may then offer occasional work to these employees according to the order of priority and according to their qualifications and the College's requirements.

If the employee refuses such an offer, the College will have no obligation to offer any occasional work to this employee for the remainder of their temporary layoff.

**5-9.08**

Subject to the provisions of articles 5-4.00 and 5-6.00, the employee resumes their position at the end of their temporary layoff.

4. Article 7-2.00 shall be replaced by the following:

**7-2.00 - Work Schedules****7-2.01**

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

**7-2.02**

The College sets or changes the work schedules. Once set, the work schedules are maintained for the entire semester. The College sets the work schedule for all vacant positions and newly created positions.

**7-2.03**

The College, in setting the work schedules, shall take into account the following provisions, when applicable:

- a) individual work schedules may only be set between the hours of 7:30 a.m. and 11:00 p.m.; individual work schedules vary from one day to the other;
- b) on a daily basis, no individual work schedules may exceed ten (10) hours of availability including a maximum of seven (7) hours as an interpreter in the classroom; exceptionally, an individual work schedule may require eleven (11) hours of availability;
- c) a minimum of twelve (12) hours is required between the end of a normal working day and the beginning of the next normal working day;
- d) a weekly maximum of twenty-seven (27) hours of interpreting may be required of the full-time employee. However, on an annual basis, the College shall not require a weekly average exceeding twenty-four (24) hours of interpreting in the classroom. In order to establish this weekly average, the College shall only use the number of hours of classroom interpreting which are part of the schedule in effect on the 21<sup>st</sup> day of each semester.

In addition to the provisions of the preceding paragraph, a minimum of five (5) hours per regular workweek shall be reserved for interpretation-related activities as provided for in the Classification Plan;

- e) qualifications and requirements for services to be rendered to hearing-impaired students;
- f) the time spent travelling between teaching areas is included in the work schedule and is considered as work under the terms of section 7-1.01;
- g) subject to the provisions of paragraph e) of the present clause and before offering any work to an occasional employee, the College shall raise to thirty-five (35) hours the regular weekly schedule of the part-time employee willing to take on a full workload. The same shall apply during the semester, when individual work schedules so allow;
- h) the date of the beginning of an employee's availability as well as the effective date of an employee's layoff, when applicable, shall be stated on the employee's work schedule.

**7-2.04**

The College may set split shifts for a maximum of two (2) days per week.

However, with the employee's consent, the College may set split shifts for more than two (2) days per week.

**7-2.05**

The College may modify the interpreter's individual schedule any time during the first twenty (20) school days of each semester.

After this time, an individual work schedule of thirty-five (35) hours shall be set for each full-time interpreter, including hours of interpreting and other related activities.

Subsequently, this work schedule may only be modified following an agreement between the employee and the College, except for modifications on an ad hoc basis. During the application of ad hoc work schedule modifications, the employee assuming family responsibilities within the meaning of the Act respecting labour standards (CQLR, chapter N-1.1) may argue on this ground in order to circumvent an ad hoc work schedule modification. In which case, the employee shall provide to the College, upon request, with a document attesting to these responsibilities.

Notwithstanding the preceding paragraph, if the need cannot be met by modifying the work schedule of another employee on an ad hoc basis, the College shall modify the work schedule of the employee(s) who assume family responsibilities.

**7-2.06**

Subject to other provisions of the present article, the employee shall carry out all interpreting duties required of them during the hours covered by the provisions of clause 7-2.05 of this appendix.

**7-2.07**

The parties may agree by local agreement:

- a) on procedures for calculating travelling time, and deducting this time from the normal workweek;
- b) on procedures for distributing of work schedules among the employees.

**7-2.08**

The parties may agree by local agreement to set up a program on the organization of work schedules.

Where applicable, during the determination of the related schedules, the program shall provide for the granting of a priority to employees assuming family responsibilities within the meaning of the Act respecting labour standards (CQLR,

chapter N-1.1). The employee shall provide to the College, upon request, with a document attesting to these responsibilities

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

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

5. The parties may agree by local agreement to modify this appendix.

**APPENDIX "12"**

**APPENDIX RELATING TO THE WORKING CONDITIONS APPLICABLE TO SWIMMING POOL SUPERVISORS, OR SOCIOCULTURAL OR SPORTS ACTIVITIES LEADERS, OR SOCIOCULTURAL OR SPORTS ACTIVITIES COUNSELLORS OF THE COLLÈGE ÉDOUARD-MONTPETIT**

This appendix shall modify some of the provisions of the collective agreement when applicable to the Swimming Pool Supervisors, Sociocultural or Sports Activities Leaders and Sociocultural or Sports Activities Counsellors of the Collège Édouard-Montpetit Sports Centre.

The national parties agree on the following modifications:

1. Clause 1-1.21 shall be replaced by the following:

**1-1.21 – Part-time Employee**

Employee whose average number of working hours per week on an annual basis is equal to or less than the number of hours provided for in clause 7-1.01. The duties may be carried out in more than one of the employment classes aforementioned. The salary is based on the number of hours worked in each of these employment classes.

2. Clause 6-6.02 shall be replaced by the following:

**6-6.02 – Evening Shift Premium**

An employee who works between 6 p.m. and midnight shall be entitled, for each hour actually worked, provided that the hours worked are not paid at the overtime rate, to the evening shift premium whose rates, increased according to the provisions of clause 6-6.01, are as follows:

Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-01 (\$)	Rate as of 2022-04-01 (\$)
\$0.73/hour	\$0.74/hour	\$0.75/hour

3. Article 7-2.00 shall be replaced by the following:

**7-2.01**

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

**7-2.02**

The College shall determine or change the working schedules. The schedule shall be established for at least one term.

During the term, the schedules may be modified for unusual reasons after consulting the employee concerned at least five (5) days in advance. During the application of modifications to the work schedule for unusual reasons, the employee assuming family responsibilities within the meaning of the Act respecting labour standards (CQLR, chapter N-1.1) may argue on this ground in order to circumvent a work schedule modification for unusual reasons. In such cases, the employee shall provide to the College, upon request, a document attesting to these responsibilities.

Notwithstanding the preceding paragraph, if the need cannot be met by modifying the work schedule for unusual reasons of another employee, the College may modify the work schedule of the employee(s) who assume family responsibilities.

**7-2.03**

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

**7-2.04**

A minimum of twelve (12) elapsed hours between the end and the beginning of a normal working day is required.

**7-2.05**

Subject to the qualifications and other requirements of the College, before offering any work hours to an occasional employee or student employee, the College shall raise to thirty-five (35) hours the week of the part-time employee covered by clause 1-1.21 of this appendix who is willing to complete their regular workweek. The same shall apply during the semester, when individual work schedules so allow.

**7-2.06**

For the purpose of applying article 7-2.00 of this appendix, the terms shall correspond to those of the schedule of activities of the Sports Centre.

4. Article 7-9.00 Apparel and Uniforms shall be replaced by the following:

**Article 7-9.00 – Apparel and Uniforms**

**7-9.01**

The College shall pay the employee referred to in clause 1-1.21 of this appendix an annual allowance for the apparel and uniforms required for the performance of their duties. This allowance shall be set according to the following amounts:

Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
\$146/year	\$149/year	\$152/year

5. The parties may agree by local agreement to modify this appendix, with the exception of the provisions regarding premiums and quanta of working hours.

**APPENDIX "13"****OUTSIDE CONTRACTS**

The CPNC and the FPSES on behalf of the colleges support personnel unions (FPSES-CSQ) agree to form a national committee whose mandate shall be to study the problems concerning outside contracts and work carried out by people that are not covered by the certification.

The work of this national committee shall begin within ninety (90) days following the signing of the collective agreement. The committee may make recommendations to the national parties, if need be.

The meetings and the other terms and conditions of release shall be established within the framework of article 2-2.00.

**APPENDIX "14"****CREATION OF POSITIONS WITH TEMPORARY LAYOFFS IN SECTORS OTHER THAN THOSE PROVIDED FOR IN CLAUSE 5-9.02**

The College shall send to the Union, at the latest on May 15<sup>th</sup> of each year, the report on the use of the hours worked by the occasional employees, and this, by employment class and by service, for the period between May 1<sup>st</sup> of the preceding year until April 30<sup>th</sup> of the current year.

Within the framework of the L.R.C., the parties shall proceed, at the latest on June 1 of each year, to the identification of past and present needs with respect to tasks performed by occasional employees in view of the eventual creation of positions.

At the end of the process, the College determines the number of positions to be created, if any. The creation of these positions is carried out in accordance with the provisions of articles 5-1.00 and 5-2.00.

Within the framework of such process, the College may decide once a year to create positions with temporary layoffs in the sectors other than those provided for in clause 5-9.02. Outside the application of the process mentioned above, the College shall only create positions with temporary layoffs in sectors that are not provided for in clause 5-9.02 after having reached an agreement with the Union.

Moreover, existing positions (at the date of signing of the collective agreement) which become vacant may be converted into positions with temporary layoffs only after an agreement is reached with the Union.

All new positions thus created or converted with temporary layoffs are covered by article 5-9.00.

At all times the number of positions thus created or converted with temporary layoffs shall not exceed five percent (5%) of the number of full-time and part-time positions covered by the certification on the date of signing of the collective agreement. This percentage does not include the positions with temporary layoffs created by virtue of the agreements already reached between the parties.

**APPENDIX "15"****CLASSIFICATION PLAN<sup>1</sup> OF THE SUPPORT PERSONNEL OF  
THE GENERAL AND VOCATIONAL COLLEGES**

2012 edition and all subsequent amendments.

List of employment classes included in the collective agreement of the Colleges support personnel (CSQ).

C-746	Attendant for Disabled Students
C-910	Prevention and Security Officer
C-505	Administrative Support Agent, class I
C-506	Administrative Support Agent, class II
C-503	Administrative Support Agent, principal class
C-911	Trades Helper
C-902	Domestic Helper
C-903	Kitchen General Helper
C-431	Sociocultural or Sports Activities Leader
C-701	Laboratory Attendant
C-905	Residence Caretaker
C-925	Light Vehicle Driver
C-926	Heavy Vehicle Driver
C-915	Cook, class I
C-916	Cook, class II
C-917	Cook, class III
C-716	Cabinetmaker
C-702	Electrician
C-704	Electrician, principal class
C-417	Dental Hygienist
C-421	Interpreter
C-907	Gardener
C-620	Storekeeper, class I
C-621	Storekeeper, class II
C-934	Labourer
C-719	Equipment Maintenance Mechanic
C-726 to 742	Stationary Engineer
C-707	Carpenter
C-432	Sociocultural or Sports Activities Counsellor
C-430	Day Camp Counsellor
C-703	Offset Duplicator Operator
C-700	Offset Duplicator Operator, principal class
C-755	Data Processing Operator

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<sup>1</sup> The contents of the Classification Plan, which is issued by the national employer party, are part of a separate document.

C-708	Certified Maintenance Workman
C-709	Painter
C-908	Security Attendant
C-606	Administrative Secretary
C-753	Swimming Pool Supervisor
C-840	Certified Aeronautics Maintenance Technician
C-419	Test Bed Technician
C-830	Aeronautics Maintenance Technician
C-405	Administration Technician
C-409	Graphic Arts Technician
C-406	Audio-visual Technician
C-413	Building Services Technician
C-401	Documentation Technician
C-424	Special Education Technician
C-411	Electronics Technician
C-416	Mechanical Production Technician
C-414	Information Technician
C-403	Data Processing Technician
C-402	Data Processing Technician, principal class
C-407	Recreational Activities Technician
C-418	Social Work Technician
C-404	Laboratory Technician
C-706	Pipe Mechanic

**APPENDIX "16"****LETTER OF AGREEMENT REGARDING FAMILY RESPONSIBILITIES**

The union negotiating party CSQ, on the one part, and the Government of Quebec represented by the Treasury Board, on the other part, shall recognize with this letter of agreement the interdependent relationship between family and work. Under these terms, the parties shall promote the conciliation of family and work in the work structure.

To that effect, the parties shall encourage the sector-based, regional or local parties, as the case may be, to ensure a better conciliation between parental and family responsibilities and work responsibilities in the determination and application of working conditions.

**APPENDIX "17"****PARENTAL RIGHTS**

In the event of amendments to the QPIP, the Employment Insurance Act (1996, c. 23) or the Act respecting labour standards (CQLR, chapter N-1.1) with regard to parental rights, it is agreed that the national parties shall meet to discuss the possible impact of these amendments on the current parental rights plan.

**APPENDIX "18"****LIST OF ORGANIZATIONS IN WHICH THE WORKING CONDITIONS OR SALARY STANDARDS AND RATES OF THEIR EMPLOYEES ARE DETERMINED OR APPROVED ACCORDING TO THE CONDITIONS DEFINED BY THE GOVERNMENT**

Agence du revenu du Québec  
Autorité des marchés financiers  
Autorité des marchés publics  
Bibliothèque et Archives nationales du Québec  
Bureau des enquêtes indépendantes  
Centre de la francophonie des Amériques  
Commission des services juridiques  
Commissaire à la lutte contre la corruption  
Commission de la capitale nationale du Québec  
Commission de la construction du Québec  
Conseil des arts et des lettres du Québec  
Conservatoire de musique et d'art dramatique du Québec  
Corporation d'urgences-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 recherche du Québec – Nature et technologies  
Fonds de recherche du Québec – Santé  
Fonds de recherche du Québec – Société et culture  
Héma-Québec  
Institut de tourisme et d'hôtellerie du Québec  
Institut de technologie agroalimentaire du Québec  
Institut national d'excellence en santé et en services sociaux  
Institut national de santé publique du Québec  
Institut national des mines  
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-Monde pour la jeunesse  
Parc Olympique  
Régie de l'énergie  
Société de développement de la Baie James  
Société de développement des entreprises culturelles  
Société de financement des infrastructures locales du Québec  
Société de la Place des Arts de Montréal  
Société de télédiffusion du Québec  
Société des alcools du Québec  
Société des établissements de plein air du Québec

Société des loteries du Québec  
Société des traversiers 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 du Plan Nord  
Société portuaire du Bas-Saint-Laurent et de la Gaspésie inc.  
Société québécoise d'information juridique  
Société québécoise de récupération et de recyclage  
Société québécoise des infrastructures  
Société québécoise du cannabis

**APPENDIX "19"****LETTER OF AGREEMENT CONCERNING CERTIFIED AERONAUTICS  
MAINTENANCE TECHNICIAN EMPLOYED  
BY COLLÈGE ÉDOUARD-MONTPETIT**

The Certified Aeronautics Maintenance Technician of the Collège Édouard-Montpetit shall receive a salary increase.

The amount of this increase shall be adjusted, if applicable, to take into account the general salary increase parameters set out in clauses 6-7.01 to 6-7.05 and the increased amounts shall be as follows:

Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
\$4,028/year	\$4,109/year	\$4,191/year

**APPENDIX "20"**

**ACT RESPECTING LABOUR STANDARDS**

The Government and the CSQ agree on setting up a work group with the mandate of harmonizing the collective agreement with the new provisions of the Act respecting labour standards (CQLR, chapter N-1.1).

**APPENDIX "21"****NETWORK BUDGET DISTRIBUTION TABLE FOR  
THE SKILLS DEVELOPMENT PLAN**

An amount of \$200,000 per contractual year for the entire College network is distributed among all colleges according to the respective number of employees benefiting from job security as of June 30, 2010.

The result of this distribution, as shown in the following table, is used for the application of clause 8-4.09 of the collective agreement.

Skills development plan – network budget \$200,000

<u>Colleges</u>	<u>Union Federations</u>	<u>Number of Employees</u>	<u>Budget Distribution/Network</u>
Abitibi-Témiscamingue	SCFP	95	\$4,587.16
Alma	FEESP	42	\$2,028.01
André-Laurendeau	FEESP	95	\$4,587.16
Baie-Comeau	FEESP	36	\$1,738.29
Beauce-Appalaches	FEESP	51	\$2,462.58
Bois-de-Boulogne	FPSES	72	\$3,476.58
Champlain			
- Lennoxville	FPSES	20	\$965.72
- Saint-Lambert	FEESP	37	\$1,786.58
- St.Lawrence	FEESP	16	\$772.57
Chicoutimi	FEESP	122	\$5,890.87
Dawson	FPSES	162	\$7,822.31
Drummondville	FEESP	53	\$2,559.15
Édouard-Montpetit	FPSES	177	\$8,546.60
François-Xavier-Garneau	FPSES	115	\$5,552.87
Gaspésie et des Îles	FEESP	52	\$2,510.86
- Carleton-sur-Mer	FEESP	11	\$531.14
- Îles-de-la-Madeleine	FEESP	8	\$386.29
- École des Pêches et d'aquaculture du Québec	FEESP	16	\$772.57
Gérald-Godin	FEESP	22	\$1,062.29
Granby-Haute-Yamaska	FPSES	36	\$1,738.29
Héritage	FEESP	25	\$1,207.15
John Abbott	FPSES	110	\$5,311.44
Jonquière	FEESP	95	\$4,587.16

<u>Colleges</u>	<u>Union Federations</u>	<u>Number of Employees</u>	<u>Budget Distribution/Network</u>
La Pocatière	FEESP	55	\$2,655.72
Lévis-Lauzon	FEESP	84	\$4,056.01
Limoilou	FEESP	158	\$7,629.16
Lionel-Groulx	FEESP	105	\$5,070.01
Maisonneuve	SCFP	130	\$6,277.16
Marie-Victorin	SCFP	64	\$3,090.29
Matane	FEESP	38	\$1,834.86
Montmorency	FEESP	113	\$5,456.30
Outaouais	FEESP	95	\$4,587.16
Régional de Lanaudière			
- Centre adm Repentigny,			
Joliette and Terrebonne	FEESP	42	\$2,028.01
- L'Assomption	FEESP	24	\$1,158.86
Rimouski	FEESP	155	\$7,484.31
Rivière-du-Loup	FEESP	60	\$2,897.15
Rosemont	FEESP	86	\$4,152.58
Saint-Félicien	FEESP	37	\$1,786.58
Sainte-Foy			
- support personnel	FEESP	160	\$7,725.74
- interpreters	FPSES	8	\$386.29
- TES and attendants	FPSES	1	\$48.29
Saint-Hyacinthe	FEESP	71	\$3,428.30
Saint-Jean-sur-Richelieu	FEESP	81	\$3,911.15
Saint-Jérôme	FEESP	86	\$4,152.58
Saint-Laurent	FEESP	76	\$3,669.72
Sept-Îles	FEESP	31	\$1,496.86
Shawinigan	FEESP	42	\$2,028.01
Sherbrooke	FPSES	114	\$5,504.59
Sorel-Tracy	FEESP	30	\$1,448.58
Thetford	FEESP	48	\$2,317.72
Trois-Rivières	FEESP	137	\$6,615.16
Valleyfield	SCFP	56	\$2,704.01
Vanier	FPSES	118	\$5,697.73
- stationary engineer	Local 9538	1	\$48.29
Victoriaville	FPSES	62	\$2,993.72
Vieux Montréal			
- support personnel	FEESP	146	\$7,049.73
- interpreters	FPSES	25	\$1,207.15

<u>Colleges</u>	<u>Union Federations</u>	<u>Number of Employees</u>	<u>Budget Distribution/Network</u>
Société d'informatique Bourgchemin	FEESP	1	\$48.29
Centre d'informatique Sag.-Lac-St-Jean	FEESP	2	\$96.57
<b>Total for all colleges:</b>		<b>4142</b>	<b>\$200,000.00</b>

**APPENDIX "22"****APPENDIX REGARDING THE APPLICATION OF THE AGREEMENT IN VIEW OF  
THE CHANGE OF UNION AFFILIATION AT VANIER COLLEGE**

The seniority of an employee on June 30, 2002 shall be the seniority acquired as of that date under the 2000-2002 collective agreement between the CPNC and the SCFP-FTQ (C-8).

As of July 1, 2002, subsequent accumulation of seniority by an employee shall be governed by the provisions of the agreement between the CPNC and the FPSES-CSQ (C-7).

**APPENDIX "23"****APPENDIX RELATING TO THE WORKING CONDITIONS APPLICABLE TO SOCIOCULTURAL OR SPORTS ACTIVITIES LEADERS, OR SOCIOCULTURAL OR SPORTS ACTIVITIES COUNSELLORS OF THE COLLÈGE DE SHERBROOKE SPORTS CENTRE**

This appendix shall modify some of the provisions of the collective agreement when applicable to the Sociocultural or Sports Activities Leaders and Sociocultural or Sports Activities Counsellors of the Collège de Sherbrooke Sports Centre.

The national parties agree on the following modifications:

1. Clause 1-1.20 is replaced by the following:

**1-1.20 Full-time Employee**

Employee who works the number of hours provided for in clause 7-1.01 for their class or classes of employment. The duties may be carried out in more than one of the aforementioned employment classes. The salary is based on the number of hours worked in each of these employment classes.

2. Clause 1-1.21 shall be replaced by the following:

**1-1.21 Part-time Employee**

Employee who works regularly each week a number of hours less than the normal hours provided for in clause 7-1.01 for their class of employment. If, in exceptional cases, this employee works the total number of hours provided for in clause 7-1.01 for their class of employment, they, nevertheless, maintain their status as a part-time employee. The duties may be carried out in more than one of the aforementioned employment classes. The salary is based on the number of hours worked in each of these employment classes.

3. Clause 4-1.09 shall be added as follows:

**4-1.09**

The College shall post, no later than May 15 of each year, the list, by field of activity, of hours worked by or paid to occasional or student employees of the Sports Centre. The list will cover the period from May 1 of the previous year to April 30 of the current year.

The list shall be forwarded to the Union.

4. Article 5-1.00 shall be modified with the addition of clause 5-1.18 as follows:

**5-1.18 Hiring of an Employee not Targeted in Clause 1-1.24**

Before each semester at the Sports Centre, as of the beginning of the period of registration, the College shall post the job offers for a period of ten (10) working days.

A copy of these job offers shall be forwarded to the Union.

An employee may apply in writing for a position no later than the last working day of the posting.

The College shall choose the employee with the greatest number of hours worked or paid as an occasional or student employee during the twelve (12) months prior to the posting and whose qualifications satisfy the requirements of the activity. However, the College may withdraw the privilege provided for in this paragraph from an incumbent by giving its motives in writing, with a copy to the Union.

5. Clause 6-6.02 shall be replaced by the following:

**6-6.02 Evening Shift Premium**

An employee who works between 8 P.M. and midnight shall be entitled, for each hour actually worked, provided that the hours worked are not paid at the overtime rate, to the evening shift premium which provides increased rates according to the provisions of clause 6-6.01 as follows:

Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
\$0.73/hour	\$0.74/hour	\$0.75/hour

6. Article 7-2.00 shall be replaced by the following:

**7-2.01**

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

**7-2.02**

The College shall determine or change the working schedules. The schedule shall be established for at least one semester.

During the semester, the schedules may be modified for unusual reasons after consulting the employee concerned at least seven (7) days in advance. During the application of ad hoc work schedule modifications, the employee assuming family responsibilities within the meaning of the Act respecting labour standards (CQLR, chapter N-1.1) may argue on this ground in order to circumvent an ad hoc work schedule modification. In such cases, the employee shall provide the College, upon request, with a document attesting to these responsibilities.

Notwithstanding the preceding paragraph, if the need cannot be met by modifying the work schedule of another employee on an ad hoc basis, the College may modify the work schedule of the employee(s) who assumes family responsibilities.

**7-2.03**

The College may not schedule split shifts without having first reached an agreement with the employee(s) concerned. In such cases, a copy of the agreement shall be forwarded to the Union.

**7-2.04**

A minimum of twelve (12) hours is required between the end of a normal working day and the beginning of the next normal working day.

**7-2.05**

Subject to the qualifications and other requirements of the College, before offering any work hours to an occasional employee or student employee, the College shall raise to thirty-five (35) hours the week of the part-time employee who is willing to complete their regular workweek. The same shall apply during the semester, when the employee's work schedule so allows.

**7-2.06**

For the purpose of applying article 7-2.00 of this appendix, the semesters shall correspond to those of the schedule of activities of the Sports Centre.

7. Article 7-9.00 shall be replaced by the following:

**Article 7-9.00 Apparel and Uniforms**

**7-9.01**

The College shall pay the employee referred to in clause 1-1.24 of this appendix an annual allowance for the apparel and uniforms required for the performance of their duties. This allowance shall be set according to the following amounts:

Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
\$146/year	\$149/year	\$152/year

8. The parties may agree by local agreement to modify this appendix, with the exception of the provisions regarding premiums.

**APPENDIX "24"****APPENDIX RELATING TO THE WORKING CONDITIONS APPLICABLE  
TO DAY CAMP COUNSELLORS WORKING AT THE  
CÉGEP DE SHERBROOKE SPORTS CENTRE**

1. Subject to the provisions of this appendix, day camp counsellors at the Cégep de Sherbrooke Sports Centre shall not be covered by the provisions of the agreement except for the following articles and appendices with the necessary changes:

1-1.00	–	Definitions
1-2.00	–	Objective of the Collective Agreement
2-1.00	–	Recognition of Local Parties
2-2.00	–	Recognition of National Parties
2-5.00	–	Administrative Changes
2-6.00	–	Non-Discrimination
2-7.00	–	Sexual Harassment
2-8.00	–	Violence and Psychological Harassment
3-1.00	–	Union Security
3-2.00	–	Union Dues
3-5.00	–	Meeting and Posting
4-1.00	–	Information
5-8.00	–	Disciplinary Measures
6-7.00	–	Remuneration
6-9.00	–	Modes of Payment of Salary
6-10.00	–	Amounts to be Collected
7-8.00	–	Hygiene and Safety
7-11.00	–	Civil Responsibility
7-12.00	–	Expense Allowances
9-1.00	–	Grievance Procedure
9-2.00	–	Arbitration Procedure
9-3.00	–	Other Procedures
9-4.00	–	Classification Grievances

9-5.00	–	Expenses and Fees
10-1.00	–	Publication
10-3.00	–	Transmission of Written Documents
10-5.00	–	Duration of the Collective Agreement
Appendix "2"	–	Salary Scales
Appendix "4"	–	Salary Rates for the Student Employee
Appendix "5"	–	Union Application Form
Appendix "7"	–	Grievance Form

2. The following working conditions shall also apply:

a) Seasonal day camp employee

Employee hired to fill one or more seasonal jobs as a day camp counsellor defined in the Classification plan for support personnel of general and vocational colleges for the day camp programs of the Cégep de Sherbrooke Sports Centre.

b) Requirements for a day camp job

The basic requirements for a day camp job are as follows:

- a first-aid course
- basic training in group leadership

The candidate or the Union may contest the conditions required by the College other than the qualifications required in the class of employment in the classification plan; the College is responsible for proving that the conditions are pertinent and related to the job concerned.

c) Working hours

The number of regular working hours of the full-time employee is forty (40) hours per week and a maximum of ten (10) hours per day.

d) Work schedule

The College shall determine or change the work schedules.

The College cannot establish a split schedule without the prior consent of the employee concerned. In this case, a copy of the agreement shall be sent to the Union.

An employee's schedule and working time may vary from one week to another based on registrations.

The employee shall be entitled to an unpaid period of no less than one (1) hour and no more than two (2) hours for their meal.

The employee whose duties require uninterrupted availability on the work premises shall be entitled to a period of one-half (1/2) hour paid within their working hours for their meal.

A minimum of twelve (12) hours is required between the end of a normal working day and the beginning of the next normal working day.

e) Overtime

Subject to the payment of a supervision premium, any work required by the College and carried out by an employee beyond the forty (40) hours worked in the same week shall be considered as overtime.

Overtime shall be paid at a rate of one hundred and fifty percent (150%) of an employee's salary rate.

f) Supervision premium

An employee who acts as a supervisor after their regular workday or workweek shall receive, for each period of eight (8) hours of supervision, a premium equal to one (1) hour at the single rate.

An employee who acts as a supervisor at the College's request, during activities requiring a stay, shall receive a premium equal to two (2) hours at the single rate.

g) Compensatory allowances

An employee shall be entitled to eight percent (8%) of the gross salary earned for vacation purposes.

In addition, an employee shall be entitled to four percent (4%) of the gross salary earned for purposes of insurance, holidays and parental rights.

The allowances shall be paid at the same time as the salary earned.

h) List of time worked or paid

No later than October 15 of each year, the College shall post the list of time worked or paid of day camp counsellors of the Sports Centre for the period from October 1 of the previous year to September 30 of the current year.

The list shall be forwarded to the Union.

i) Engagement

Prior to each day camp session of the Sports Centre and as of the registration period, the College shall post job opportunities for a position of ten (10) working days.

For the purposes of applying this clause, sessions correspond to those on the activity calendar of the day camp of the Sports Centre.

A copy of the job opportunities shall be forwarded to the Union.

An employee may apply in writing no later than the last working day of the posting.

The College shall choose the employee with the most time worked or paid as an employee based on the provisions of clause h) above, provided that the employee meets the qualifications and conditions required of the College. However, the College may withdraw such a benefit by giving them the reasons in writing, with a copy to the Union.

The College shall provide the employee hired with a copy of the agreement. Also, the employee must provide proof of their qualifications.

j) Union rights

Any employee may be absent from work, after having notified their immediate supervisor, to participate in any meeting of the L.R.C. to which they are convened.

Any employee assigned as a witness before an arbitrator or mediator may be absent from work after having notified the human resources department. The duration of the absence shall then be subject to the arbitrator's requirements.

An employee whose grievance is being heard before an arbitrator or mediator may be absent from work, after notifying the human resources department, to participate in the arbitration sessions.

The leaves prescribed in this paragraph shall be assumed by the Union. It shall reimburse the College according to the terms and conditions agreed.

k) Apparel and uniforms

Each year, the College shall provide two (2) t-shirts and one (1) cotton sweater to each employee.

3. The parties may agree, by means of a local agreement, to amend this appendix except for the provisions dealing with premiums and overtime quanta.

**APPENDIX "25"****UPDATING OF GRIEVANCES PRIOR TO THE AGREEMENT**

1. The national parties agree on the following provisions to update and settle grievances registered with the Records Office on the date of signing of the agreement.
2. Within thirty (30) days of the coming into force of the agreement, the national union party shall submit to the national employer party a list of the interpretation grievances and classification grievances that must be updated. The national parties shall agree on a definitive list in the following thirty (30) days.
3. The national parties shall each appoint, at their expense, one (1) person to carry out this process. This appointment shall be for a six (6) month period and shall begin the week following the determination of the definitive list provided for in the preceding clause. It may be extended by agreement between the national parties.
4. The representatives of the national parties shall review the grievances registered with the Records Office college by college and shall recommend to the parties any settlement of these grievances that they consider acceptable.
5. At the end of the process, the representatives of the national parties shall produce a list of unresolved grievances by college.
6. The unresolved grievances on the list and other grievances brought to arbitration according to the provisions of prior collective agreements shall be decided in accordance with the provisions of these agreements.
7. Notwithstanding clause 6, and except in cases where a grievance has already been referred to an arbitration board, these grievances shall be heard by an arbitrator whose name appears in paragraph a) or paragraph b) of clause 9-2.09 of the agreement, as applicable.

**APPENDIX "26"****INTEGRATION MECHANISMS IN CASE OF A MODIFICATION TO THE  
CLASSIFICATION PLAN FOR COLLEGE SUPPORT PERSONNEL, 2012 EDITION**

In the event of a modification to the Classification Plan, the national parties shall meet to agree on integration mechanisms, if necessary, for employment classes that are modified, created or abolished.

**APPENDIX "27"**

**LETTER OF AGREEMENT CONCERNING THE IMPROVEMENT OF  
THE QUALITY OF THE TEXT OF THE COLLECTIVE AGREEMENT**

**(THIS APPENDIX DOES NOT APPLY TO THE ENGLISH TEXT.)**

**APPENDIX "28"****BACK PAY****01**

The employee who was working for the College between April 1, 2019 and March 31, 2020 shall be entitled, as a retroactive amount, to the additional salary provided for in clause 6-7.04.

The employee who was working for the College between April 1, 2020 and March 31, 2021 shall be entitled, as a retroactive amount, to the additional salary provided for in clause 6-7.04.

**02**

The salary rates and scales for the 2020-2021 year shall apply, based on the classification of the employee, with retroactive effect to April 1, 2020.

The salary rates and scales for the 2021-2022 year shall apply, based on the classification of the employee, with retroactive effect to April 1, 2021.

**03**

For all remunerated hours since April 1, 2020, the employee shall be entitled, as a retroactive amount, to the difference between the amount calculated according to the new salary rates and scales provided in their classification under the agreement and the amounts which were actually paid.

**04**

This provision shall apply, under the same conditions, to the premiums provided for in article 6-6.00 and to the unused sick-leave days with cash surrender value and the ones cashed out according to the first paragraph of clause 7-14.36.

**05**

The employee who has benefited from salary insurance benefits or the employee who has benefited from a leave provided for in article 7-4.00, and this since April 1, 2019, shall be subject, for the targeted period, to the provisions in clause 02, 03 and 04 on the pro rata basis which applies to them under article 7-14.00 or 7-4.00, as the case may be, provided for in the 2015-2020 agreement.

**06**

The employee whose job has ended between April 1, 2019 and the retroactive payment date must make a request within four (4) months of the receipt by the Union of the list of all employees who have left their job since April 1, 2019, including their last known address. In the case of a deceased employee, the request can be made by their beneficiaries.

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

**07**

In the case of employees who are employed by the College, the retroactive amounts resulting from the application of this appendix are paid no later than within sixty (60) days following the signing of the collective agreement.

Notwithstanding the foregoing, the retroactive amounts related to the additional salary provided for in clause 01 of this Appendix shall be payable in accordance with the terms and conditions defined in clause 6-7.04.

**08**

In the case of an employee who is no longer employed by the College, the retroactive amount arising from the application of the present appendix is paid within ninety (90) days following the receipt by the College of the written request provided for in clause 05.

**09**

The payment of the salary resulting from the application of clause 6-7.02 shall start no later than sixty (60) days following the signing of the agreement.

**10**

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

**APPENDIX "29"****APPENDIX RELATING TO THE WORKING CONDITIONS APPLICABLE TO SWIMMING POOL SUPERVISORS, OR SOCIOCULTURAL OR SPORTS ACTIVITIES LEADERS, OR SOCIOCULTURAL OR SPORTS ACTIVITIES COUNSELLORS OF THE COLLÈGE DE BOIS-DE-BOULOGNE SPORTS COMPLEX AQUATIC DIVISION**

This appendix shall modify some of the provisions of the collective agreement when applicable to the Swimming Pool Supervisors, Sociocultural or Sports Activities Leaders and Sociocultural or Sports Activities Counsellors of the Collège de Bois-de-Boulogne sports complex aquatic division.

The national parties agree on the following modifications:

1. Clause 1-1.20 shall be replaced by the following:

**1-1.20 Full-time Employee**

Occasional employee who works the number of hours provided for in clause 7-1.01 for their class or classes of employment. The duties may be carried out in more than one of the employment classes provided for in this appendix.

2. Clause 1-1.21 shall be replaced by the following:

**1-1.21 Part-time Employee**

Occasional employee who works regularly each week a number of hours less than the normal hours provided for in clause 7-1.01 for their class of employment. If, in exceptional cases, this employee works the total number of hours provided for in clause 7-1.01 for their class of employment, they, nevertheless, maintain their status as a part-time employee. The duties may be carried out in more than one of the employment classes provided for in this appendix.

3. Clause 1-1.23 shall be replaced by the following:

**1-1.23 Occasional employee**

Employee hired for the aquatic division of the Collège de Bois-de-Boulogne Sports Complex to perform the duties of one or more classes of employment provided for in this appendix. The salary is based on the number of hours worked in each of these employment classes.

4. Clause 4-1.09 shall be added as follows:

**4-1.09**

The College shall post fifteen (15) workdays prior to the beginning of each semester of the Sports Complex the list of occasional employees covered by this

appendix, as well as the number of hours worked or paid<sup>1</sup> as of the preceding August 15 for the fall semester, the preceding December 15 for the winter semester, the preceding February 15 for the spring semester, and the preceding May 15 for the summer semester.

This list shall be forwarded to the Union.

5. Clause 5-1.18 shall be added as follows:

**5-1.18**

Prior to each semester of the Sports Complex, the College shall forward an availability form to each employee.

The employee shall indicate their availability for each block of work hours, at least for two (2) blocks of work hours per week, including one block of work hours on weekends. The employee shall indicate the maximum number of blocks of hours desired, if applicable.

For the allocation of working hours, the College shall choose the occasional employee with the greatest number of hours worked or paid according to the list provided for in clause 4-1.09 and whose qualifications satisfy the requirements of the activity, and respecting the availability provided by the employees. Nevertheless, the College may take away the benefit provided for by this paragraph by giving the employee a written motivation, with a copy to the Union.

6. Clause 6-6.02 shall be replaced by the following:

**6-6.02 Evening shift premium**

An employee who works between 6 p.m. and midnight shall be entitled, for each hour actually worked, provided that the hours worked are not paid at the overtime rate, to the evening shift premium whose rates, increased according to the provisions of clause 6-6.01, are as follows:

Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
\$0.73/h	\$0.74/h	\$0.75/h

<sup>1</sup> From the first hiring date at the College or the date of re-employment following an interruption in their employment bond of twelve (12) consecutive months or more.

7. Article 7-2.00 shall be replaced by the following:

**7-2.01**

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

**7-2.02**

The College shall determine or change the working schedules. The schedule shall be established for at least one semester.

During the semester, the schedules may be modified for exceptional reasons after consulting the employee concerned at least five (5) days in advance. During the application of modifications to the work schedule for exceptional reasons, the employee assuming family responsibilities within the meaning of the Act respecting labour standards (CQLR, chapter N-1.1) may argue on this ground in order to circumvent a work schedule modification for exceptional reasons. In such cases, the employee shall provide to the College, upon request, a document attesting to these responsibilities.

Notwithstanding the preceding paragraph, if the need cannot be met by means of an exceptional modification of the work schedule of another employee, the College may modify the work schedule of the employee(s) who assume family responsibilities.

**7-2.03**

The College may schedule split shifts in accordance with clause 6-6.06, if the employee indicated their availability in the form or by prior agreement with the employee.

**7-2.04**

A minimum of twelve (12) hours is required between the end of a normal working day and the beginning of the next normal working day.

**7-2.05**

If the College needs to assign new working hours during the semester or make a foreseeable replacement, it shall offer the hours to the employee with the most time worked or paid as an employee of the Sports Complex whose work schedule is compatible, if that employee's qualifications satisfy the requirements.

If the College must make an unforeseen replacement for the same day, it shall be offered preferably to employees on site. If the College cannot fill the position, it shall proceed by an email to everyone, in which case it shall offer the replacement to the first employee who volunteers.

**7-2.06**

For the purpose of applying this appendix, the semesters shall correspond to those of the schedule of activities of the Sports Complex.

8. Article 7-9.00 shall be replaced by the following:

**Article 7-9.00 Apparel and Uniforms**

**7-9.01**

The College shall pay the employee referred to in this appendix an annual allowance for the apparel and uniforms required for the performance of their duties. This allowance shall be set according to the following amounts:

Rate 2020-04-01 to 2021-03-31 (\$)	Rate 2021-04-01 to 2022-03-31 (\$)	Rate as of 2022-04-01 (\$)
\$146/year	\$149/year	\$152/year

9. The parties may agree by local agreement to modify this appendix, with the exception of the provisions regarding premiums.

**APPENDIX "30"****PROGRAM TO MODIFY WORK SCHEDULES**

1.

The employee's participation in the program is voluntary and must take into account the needs of the service.

Any request, modification or renewal of a work schedule arrangement requires an agreement between the College and the employee.

Participation in the program shall not be concurrent with any other program or leave of absence provided for in the agreement, except for leaves of absence provided for in articles 3-3.00 Releases for Local Union Affairs, 3-4.00 Releases for National Union Affairs, 7-4.00 Parental Rights, and 7-14.00 Life, Health, and Salary Insurance Plans.

2.

Within the framework of the program, the employee shall implement a different distribution of the hours of their normal workweek. The hours of work resulting from this program must, on an annual basis, respect the number of working hours per week provided for in clause 7-1.01.

In determining the work schedules resulting from the program, priority shall be given to employees assuming family obligations within the meaning of the Act respecting labour standards (RLRQ, chapter N-1.1).

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

3.

The employee may choose one or the other of the following options:

- a) Seventy (70) working hours for class titles provided for in appendix "2" or seventy-seven working hours and thirty minutes (77 hrs. 30 min.) for class titles provided for in appendix "3", spread over nine (9) days;
- b) Thirty-five (35) working hours for class titles provided for in appendix "2" or thirty-eight working hours and forty-five minutes (38 hrs. 45 min.) for class titles provided for in appendix "3", spread over four (4) days or four point five (4.5) days;
- c) Forty (40) working hours per week spread over forty-two (42) weeks, for the class titles provided for in appendix "2";
- d) Any other option agreed upon by the College and the Union.

Concerning the option provided for in point c), unless there is an agreement between the immediate supervisor and the employee, the accumulated time for the hours worked beyond the normal thirty-five (35) hour week must be scheduled outside the weeks provided for in option c). These hours shall be accumulated at the single rate and taken in time.

4.

Any employee who wishes to participate in the program to modify work schedules shall make a written request to their immediate supervisor to this effect.

The request must specify the projected start and end date of the arrangement, the option selected and the schedule resulting from the arrangement.

The Union shall receive a copy of the employee's request and the immediate supervisor's response.

5.

The following terms and conditions are agreed upon by the parties:

- The duration of the arrangement (semester, year or other);
- Eligibility for the program according to the employee's status;
- When to request a work schedule arrangement;
- The response time of the immediate supervisor;
- How to handle multiple requests when the needs of the service do not allow for accepting all requests.

6.

Any dispute shall be referred to the Labour Relations Committee (L.R.C).

7.

The employee benefiting from the program may be required to perform overtime.

Overtime is defined as any work required by the College and performed by an employee outside of their regular working hours, regular workday or regular workweek, as provided for in their program.

8.

In the event of a movement of the employee to another position, a replacement or a specific project, the College may maintain, modify or cancel the working schedule arrangement. The employee shall be informed of the College's decision prior to the appointment.

9.

The parties may agree, by local agreement, on different terms and conditions for the program, with the exception of the working hours resulting from the program, which must, on an annual basis, respect the number of working hours per week provided for in clause 7-1.01.

**APPENDIX "31"**  
**SALARY STRUCTURE**  
**SALARY RATES AND SCALES AS OF APRIL 1, 2022**  
**FOR THE HEALTH AND SOCIAL SERVICES, SCHOOL SERVICE CENTRES AND SCHOOL BOARD**  
**AND COLLEGE SECTORS**

		Steps																		Rankings	Single Rates	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18			
Rankings	1	20,98																		1	20,98	
	2	21,27																		2	21,27	
	3	21,39	21,50	21,59																	3	21,58
	4	21,54	21,74	21,90	22,06																4	22,03
	5	21,73	22,02	22,33	22,65																5	22,59
	6	21,89	22,25	22,60	22,97	23,35															6	23,24
	7	22,18	22,65	23,13	23,61	24,13															7	23,98
	8	22,36	22,86	23,39	23,90	24,44	25,00														8	24,76
	9	22,54	23,07	23,64	24,21	24,78	25,39	26,00													9	25,63
	10	22,81	23,36	23,97	24,56	25,17	25,79	26,41	27,10												10	26,57
	11	23,12	23,70	24,31	24,95	25,58	26,23	26,88	27,60	28,31											11	27,58
	12	23,48	24,17	24,88	25,63	26,37	27,19	27,79	28,41	29,04	29,40										12	28,56
	13	23,82	24,54	25,27	26,03	26,80	27,59	28,42	29,07	29,76	30,12	30,82									13	29,71
	14	24,21	24,94	25,68	26,44	27,25	28,04	28,90	29,77	30,45	30,87	31,60	32,32								14	30,88
	15	24,36	25,20	26,07	26,92	27,85	28,77	29,77	30,76	31,60	32,16	33,05	33,95								15	32,22
	16	24,78	25,69	26,67	27,64	28,65	29,72	30,81	31,95	32,93	33,59	34,62	35,67								16	
	17	25,22	26,23	27,27	28,37	29,48	30,67	31,91	33,16	34,28	35,08	36,25	37,49								17	
	18	25,39	26,49	27,68	28,90	30,17	31,49	32,89	34,32	35,61	36,59	37,96	39,40								18	
	19	25,81	26,58	27,39	28,22	29,07	29,95	30,86	31,79	32,74	33,42	34,41	35,47	36,54	37,46	38,39	39,38	40,38	41,39		19	
	20	26,22	27,08	27,94	28,84	29,78	30,72	31,72	32,74	33,80	34,54	35,67	36,81	38,02	39,06	40,12	41,22	42,33	43,49		20	
	21	26,66	27,54	28,50	29,47	30,49	31,53	32,61	33,74	34,89	35,73	36,96	38,22	39,55	40,70	41,90	43,13	44,39	45,70		21	
	22	27,08	28,03	29,06	30,11	31,21	32,36	33,52	34,73	36,01	36,94	38,28	39,69	41,13	42,41	43,74	45,11	46,53	47,98		22	
	23	27,46	28,51	29,59	30,75	31,94	33,15	34,43	35,74	37,12	38,17	39,63	41,17	42,74	44,18	45,66	47,18	48,77	50,39		23	
	24	28,33	29,45	30,61	31,82	33,08	34,37	35,73	37,14	38,60	39,74	41,29	42,94	44,61	46,17	47,77	49,41	51,09	52,88		24	
	25	28,73	29,93	31,17	32,47	33,81	35,22	36,66	38,21	39,79	41,02	42,73	44,50	46,36	48,04	49,80	51,62	53,50	55,47		25	
	26	29,37	30,63	31,96	33,32	34,75	36,27	37,82	39,46	41,15	42,51	44,33	46,24	48,23	50,06	51,97	53,96	56,01	58,14		26	
	27	30,01	31,36	32,72	34,21	35,72	37,32	39,01	40,74	42,54	44,00	45,96	48,00	50,15	52,14	54,21	56,36	58,60	60,91		27	
	28	30,39	31,82	33,29	34,83	36,46	38,17	39,96	41,81	43,77	45,34	47,47	49,69	52,02	54,18	56,43	58,78	61,23	63,80		28	

Notes: The salary rates take into account the increases of the general increase parameters set out in the "general salary increase parameters" heading under section C of the intersectoral agreement in principle.  
 Ranking steps 1 to 18 are annual steps.  
 From ranking 19, steps 1 to 8 are semi-annual and steps 9 to 18 are annual.  
 Single rates are calculated based on a 33-year career earning.

**TABLE 1****CLASS TITLE RANKING**


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<b>CLASS TITLE RANKING</b>				
Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
2	4107	Buyer	10	
2	4161	Buyer, principal class (CSDM)	11	
2	4102	Office agent, class I	8	
2	4103	Office agent, class II	5	
2	4101	Office agent, principal class	11	
2	2152	Speech and Hearing Correction Officer	20	
2	2143	Development Officer	22	
2	2118	Finance Officer	20	
2	2106	Rehabilitation Officer	21	
2	2151	Functional Rehabilitation Officer	20	
2	2149	Social Services Officer	22	
2	5334	Trades Helper	3	X
2	5306	General Kitchen Assistant	3	X
2	5309	Heavy Vehicle Driver Assistant	4	X
2	2120	Analyst	21	
2	2107	Student Life Animator	20	
2	2141	Spiritual Care and Guidance, and Community Involvement Animator	20	
2	4218	Laboratory Attendant	6	
2	2148	Architect	22	
2	2121	Administration Officer	20	
2	4114	Office Assistant	3	X
2	2144	Lawyer	22	
2	2102	Librarian	21	
2	5307	Laundryman	2	X
2	5303	Night Caretaker, class I	6	X
2	5304	Night Caretaker, class II	5	X
2	5301	Caretaker, class I	6	X

Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
2	5302	Caretaker, class II	5	X
2	5310	Light Vehicle Driver	4	X
2	5308	Heavy Vehicle Driver	6	X
2	2147	Preschool Education Consultant	21	
2	2109	Guidance Counsellor	22	
2	2155	Nutrition Consultant	19	
2	2119	Communication Consultant	20	
2	2142	Spiritual, Religious and Moral Education Consultant	22	
2	2153	Counsellor in Academic Training	21	
2	2114	Academic and Vocational Information Counsellor	20	
2	2103	Measurement and Evaluation Counsellor	21	
2	2154	Counsellor in Reeducation	22	
2	2104	Education Consultant	22	
2	5311	Cook, class I	11	X
2	5312	Cook, class II	10	X
2	5313	Cook, class III	7	X
2	5336	Mover - CSDM	3	X
2	2115	Dietician/Nutritionist	20	
2	5102	Cabinet Maker	10	X
2	4284	Day Care Service Educator	9	
2	4288	Day Care Service Educator, principal class	11	
2	5104	Electrician	10	X
2	5103	Electrician, principal class	12	X
2	310	Teacher	22	
2	2116	Occupational Therapist	23	
2	5316	Guard	2	X
2	4206	Nurse	18	
2	4217	Nursing Assistant (or those Possessing a Diploma in Health, Assistance and Nursing Care)	9	
2	2122	Engineer	22	
2	4282	School Transportation Inspector	9	
2	5321	Gardener	7	X
2	4109	Storekeeper, class I	7	

Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
2	4110	Storekeeper, class II	4	
2	4108	Storekeeper, principal class	10	
2	5114	Master Pipe Mechanic	10	X
2	5107	Stationary Engineer, class I	11	X
2	5108	Stationary Engineer, class II	10	X
2	5109	Stationary Engineer, class III	9	X
2	5110	Stationary Engineer, class IV	9	X
2	5106	Mechanic, class I	11	X
2	5137	Mechanic, class II	9	X
2	5116	Carpenter	9	X
2	2145	Notary	22	
2	4221	Printing Operator	6	
2	4229	Printing Operator, principal class	9	
2	4202	Data Processing Operator, class I	8	
2	4201	Data Processing Operator, principal class	10	
2	4118	Reprography Operator	6	
2	4117	Reprography Operator, principal class	9	
2	2123	Remedial Teacher	22	
2	2112	Speech Therapist	23	
2	5117	Certified Maintenance Workman	9	X
2	5317	Maintenance Workman, class I (Window Installer, Tile Setter, Sander)	5	X
2	5318	Maintenance Workman, class II	2	X
2	5319	Maintenance Workman, class II (Domestic Help)	2	X
2	5118	Painter	6	X
2	4286	Attendant for Handicapped Students	6	
2	2150	Psychoeducator	22	
2	2113	Psychologist	24	
2	4283	Binder	5	X
2	4113	Secretary	7	
2	4111	Executive Secretary	9	
2	4163	Executive Secretary, adm. and regional centres-CSDM	9	
2	4116	School or Centre Secretary	10	

Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
2	5120	Locksmith	8	X
2	5121	Welder	10	X
2	5125	Specialized Shop Mechanic	11	X
2	2105	Specialist in Teaching Methods and Techniques	21	
2	4223	Student Supervisor	7	
2	4226	Swimming Pool Supervisor	6	
2	4208	Social Work Technician	16	
2	4209	Laboratory Technician	14	
2	4211	Administration Technician	14	
2	4279	Graphic Arts Technician	12	
2	4212	Audiovisual Technician	12	
2	4213	Building Technician	15	
2	4205	Documentation Technician	13	
2	4228	Braille Technician	12	
2	4207	Special Education Technician	16	
2	4277	Electronics Technician	14	
2	4281	Vocational Training Technician	13	
2	4276	Food Management Technician	13	
2	4204	Data Processing Technician	14	
2	4278	Data Processing Technician, principal class	16	
2	4214	Recreational Activities Technician	13	
2	4215	School Organization Technician	13	
2	4216	Psychometric Technician	13	
2	4285	Day Care Service Technician	14	
2	4280	School Transportation Technician	12	
2	4230	Interpreter-Technician	15	
2	4225	Binder-Technician-CSDM	6	
2	2140	Translator	19	
2	2146	Certified Translator	19	
2	2111	Social Worker	22	
2	5115	Pipe Mechanic	10	X
2	5126	Glazier-Installer-Mechanic	8	X

Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
3	5324	Buyer	9	
3	5313	Executive Assistant	11	
3	5320	University Teaching Assistant	11	
3	5312	Administrative Officer, class 1 - Administrative Sector	9	
3	5311	Administrative Officer, class 1 - Clerical Sector	9	
3	5315	Administrative Officer, class 2 - Administrative Sector	8	
3	5314	Administrative Officer, class 2 - Clerical Sector	8	
3	5317	Administrative Officer, class 3 - Administrative Sector	6	
3	5316	Administrative Officer, class 3 - Clerical Sector	6	
3	5319	Administrative Officer, class 4 - Administrative Sector	4	
3	5318	Administrative Officer, class 4 - Clerical Sector	4	
3	1104	Procurement Officer	20	
3	1533	Training Officer	21	
3	1534	Hearing Deficiencies Training Officer	22	
3	1101	Personnel Officer	21	
3	1105	Finance Officer	20	
3	1559	Behavioral Officer	22	
3	1565	Planning, Programming and Research Officer	22	
3	1553	Human Relations Officer	22	
3	1244	Information Officer	20	
3	2688-1	Integration Officer	16	
3	2688-2	Integration Officer	16	
3	3545	Intervention Officer	8	
3	3555	Intervention Officer (team leader) <sup>(3)</sup>	9	
3	3544	Medico-legal Intervention Officer	8	
3	3554	Medico-legal Intervention Officer (team leader) <sup>(3)</sup>	9	
3	3543	Psychiatric Intervention Officer	8	
3	3553	Psychiatric Intervention Officer (team leader) <sup>(3)</sup>	9	
3	1651	Educational Techniques Officer	20	
3	3244	Service Assistant	3	X
3	6414	General Helper	3	X
3	6415	General Helper in a Northern Institution	6	X

<b>Sectors <sup>(1)</sup></b>	<b>Class titles #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
3	2588	Social Assistant	14	
3	6299	Cook's Helper	4	X
3	6387	Assistant Stationary Engineer	4	X
3	1123	Data Processing Analyst	21	
3	1124	Specialized Data Processing Analyst	23	
3	2251	Medical Record Archivist	15	
3	2282	Medical Record Archivist (Team Leader)	17	
3	5187	Research Clerk	9	
3	2203	Pathology Assistant	15	
3	3462	Rehabilitation Assistant	9	
3	3205	Laboratory or Ragiology Technical Assistant	5	
3	3201	Health Care Technical Assistant	5	
3	3218	Dental Technical Assistant	6	
3	3212	Pharmacy Technical Assistant	6	
3	3215	Senior Pharmacy Technical Assistant	9	
3	2234	Assistant Head (Laboratory)	18	
3	2242	Assistant Head of Archives	17	
3	2248	Assistant Head Respiratory Therapist	20	
3	1236	Assistant Head Physiotherapist	25	
3	2240	Assistant Head Dietetics Technician	16	
3	2236	Assistant Head Medical Electro-Physiology Technician	17	
3	2219	Assistant Head Radiology Technologist	19	
3	2489	Assistant Head Nurse	21	
3	1254	Audiologist	23	
3	1204	Audiologist-Speech Therapist	23	
3	3588	Health and Social Services Assistant	9	X
3	5289	Library Auxiliary	7	
3	1114	Lawyer	-	
3	1200	Bacteriologist	22	
3	1206	Librarian	21	
3	1202	Biochemist	22	
3	6303	Butcher	7	X

Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
3	3485	Stretcher Bearer	4	
3	6320	Launderer	4	X
3	6312	Cafeteria Casher	3	X
3	6395	Pipe Insulator	6	X
3	2290	Transfusion Safety Clinical Officer	19	
3	2466	Quality Assurance and Emergency Medical Services Training Officer	17	
3	2247	Clinical Teacher (Inhalation Therapy)	19	
3	1234	Clinical Teacher (Physiotherapy)	24	
3	2106	Production Coordinator	10	
3	2291	Transfusion Safety Technical Office	19	
3	2699	Head of Module	18	
3	6340	Hairdresser	5	X
3	5323	Unit Supervising Clerk (Institut Pinel)	8	
3	6336	Vehicle Driver	6	X
3	6355	Heavy Vehicle Driver	6	X
3	1106	Institution Counsellor	-	
3	1701	Guidance Counsellor	21	
3	1703	Work Adaptability Counsellor	20	
3	1115	Building Consultant	24	
3	1543	Maladjusted Children Counsellor	22	
3	1538	Ethics Counsellor	22	
3	1539	Genetic Counsellor	23	
3	1121	Health Promotion Counsellor	20	
3	1913	Care Counsellor Nurse	23	
3	2246	Technical Coordinator (Inhalation Therapy)	19	
3	2227	Technical Coordinator (Laboratory)	17	
3	2213	Technical Coordinator (Radiology)	18	
3	2276	Medical Electro-Physiology Technical Coordinator	16	
3	2277	Biomedical Engineering Technical Coordinator	17	
3	6374	Shoemaker	4	X
3	6327	Tailor	4	X
3	1544	Criminologist	22	

Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
3	6301	Cook	10	X
3	2271	Cytotechnologist	16	
3	6409	Draft person	7	
3	1219	Dietician-Nutritionist	22	
3	6365	Cabinet Maker	10	X
3	2691-1	Educator, class I	16	
3	2691-2	Educator, class II	16	
3	1228	Physical Educator / Kinesiologist	20	
3	6354	Electrician	10	X
3	6423	Electrical Mechanic	11	
3	6370	Electronics Technician	9	X
3	1230	Occupational Therapist	23	
3	6369	Tinsmith	10	X
3	6438	Guard	4	
3	6349	Residence Guard	6	X
3	1540	Genagogist	20	
3	2261	Dental Hygienist, Dental Hygiene Technician	16	
3	1702	Occupational Hygienist	20	
3	2253	Medical Illustrator	12	
3	2471	Nurse	19	
3	2473	Nurse (Institut Pinel)	19	
3	3455	Nurse Assistant	14	
3	3445	Nursing Assistant	15	
3	2459	Nurse Team Leader	20	
3	1911	Nurse Clinician	22	
3	1907	Nurse Clinician (Institut Pinel)	22	
3	1912	Nurse Clinician Assistant Head Nurse, Nurse Clinician Assistant to the Immediate Superior	24	
3	1917	Clinical Nurse Specialist	24	
3	2491	Outpost/Northern Clinic Nurse	22	
3	2462	Nurse Educator	19	
3	1915	Specialty Nurse Practitioner	28	
3	1916	Nurse Surgical First Assistant	24	

Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
3	1205	Biomedical Engineer	23	
3	2244	Respiratory Therapist	18	
3	2232	Clinical Instructor (Laboratory)	17	
3	2214	Clinical Instructor (Radiology)	18	
3	3585	Industrial Workshops Instructor	8	X
3	3598	Handicrafts or Occupational Therapy Instructor	8	
3	1552	Pastoral Facilitator	20	
3	6500	Pacification and Safety Intervention Specialist (Institut Pinel)	10	
3	1660	Child Care Worker	20	
3	6363	Labourer	4	X
3	6353	Machinist (Millwright)	11	X
3	5141	Storekeeper	7	
3	6356	Master Electrician	12	X
3	6366	Refrigeration Machinery Master Mechanic	11	X
3	6357	Master Plumber	10	X
3	6380	Garage Mechanic	9	X
3	6383-2	Stationary Engineer	10	X
3	6383-3	Stationary Engineer	9	X
3	6383-4	Stationary Engineer	9	X
3	6352	Refrigeration Machinery Mechanic	11	X
3	6360	Millwright	10	X
3	3262	Orthosis and/or Prosthesis Mechanic	10	
3	6364	Carpenter	9	X
3	3687	Education Instructor	8	
3	3699	Recreation Instructor	7	
3	6407	Cleaner	4	X
3	5119	Offset Duplicator Operator	6	
3	5108	Data Processing Operator, class I	8	
3	5111	Data Processing Operator, class II	5	
3	5130	Braille Production System Operator	5	
3	2363	Dispensing Optician	14	
3	1551	Community Organizer	22	

Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
3	1656	Ortho-pedagogist	22	
3	1255	Speech Therapist	23	
3	2259	Orthoptist	17	
3	6373	Maintenance Worker	6	X
3	6388	General Caretaker	9	X
3	6302	Baker/Pastry Cook	7	X
3	6362	Painter	6	X
3	2287	Clinical Perfusionist	23	
3	2254	Medical Photographer	12	
3	1233	Physiotherapist	23	
3	6368	Plasterer	5	X
3	6359	Plumber or Pipe Mechanic	10	X
3	6344	Porter	3	X
3	6341	Door Attendant	1	X
3	3459	Beneficiary Attendant ("A" Certification) <sup>(3)</sup>	-	
3	6398	Laundry Attendant	3	X
3	3259	Message Centre Attendant	3	
3	6262	Painting and Maintenance Attendant	6	X
3	3251	Reception Attendant	5	
3	3245	Audiovisual Attendant	3	
3	6335	Housekeeping Attendant (Light Duty)	3	X
3	6334	Housekeeping Attendant (Heavy Duty)	3	X
3	3685	Unit and/or Pavilion Attendant	6	X
3	3467	Therapeutic Equipment Attendant	7	
3	6386	Food Service Attendant	3	X
3	3204	Transport Attendant	3	
3	6418	Physically Handicapped Beneficiaries Transport Attendant	5	X
3	6347	Elevator Attendant	2	X
3	3203	Autopsy Attendant	6	
3	3480	Beneficiary Attendant	9	X
3	3477	Beneficiary Attendant - Team Leader <sup>(3)</sup>	10	X
3	5117	Storeroom Attendant	4	

Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
3	3241	Animal Attendant	4	
3	3505	Attendant in a Northern Institution	9	X
3	3208	Ophthalmology Attendant	6	
3	3247	Orthopedic Attendant	7	
3	3223	Physiotherapy and/or Occupation Therapy Attendant	7	
3	3481	Medical Device Reprocessing Technician	6	
3	3449	Operating Room Attendant	6	
3	3229	Senior Orthopedic Attendant	8	
3	6325	Presser	3	X
3	1652	Psycho-educator	22	
3	1546	Psychologist	24	
3	2273	Psycho-technician	13	
3	3461	Child Nurse / Baby Nurse	12	
3	1658	Recreologist	20	
3	6382	Upholsterer	7	X
3	2694-1	Living Unit or Rehabilitation Supervisor	18	
3	1570	Reviser	23	
3	5321	Legal Secretary	8	
3	5322	Medical Secretary	8	
3	6367	Locksmith	8	X
3	1572	Sexologist	22	
3	1573	Clinical Sexologist	23	
3	1554	Sociologist	19	
3	2697	Sociotherapist (Institut Pinel)	17	
3	6361	Welder	10	X
3	1291	Clinical Specialist in Laboratory Medicine	28	
3	1407	Clinical Activities Specialist	22	
3	1661	Audiovisual Specialist	21	
3	1521	Care Evaluation Specialist	22	
3	1557	Orientation and Mobility Specialist	21	
3	1109	Administrative Processes Specialist	-	
3	1560	Specialist in Rehabilitation for the Visually Impaired	21	

<b>Sectors <sup>(1)</sup></b>	<b>Class titles #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
3	1207	Biological and Health Physics Science Specialist	23	
3	6422	Establishment Guard	8	
3	3679	Lifeguard	6	X
3	2102	Contributions Technician	14	
3	3224	Class "B" Technician	9	
3	2360	Braille Technician	12	
3	2224	Graduate Medical Laboratory Technician	16	
3	2262	Dental Technician	14	
3	2696	Recreational Technology Technician	13	
3	2101	Administrative Technician	14	
3	6317-1	Food Technician	9	
3	6317-2	Food Technician	9	
3	2333	Graphic Arts Technician	12	
3	2258	Audiovisual Technician	12	
3	2374	Building Technician	15	
3	2275	Communication Technician	12	
3	2284	Clinical Cytogenetic Technician	16	
3	2257	Dietetics Technician	14	
3	2356	Documentation Technician	13	
3	2686	Specialized Education Technician	16	
3	2370	Industrial, Electricity Technician	13	
3	2381	Electrodynamics Technician	13	
3	2241	Electro-encephalography (EEG) Technician	14	
3	2371	Electro-mechanic Technician	13	
3	2369	Electronics Technician	14	
3	2377	Mechanical Production Technician	12	
3	2367	Biomedical Engineering Technician	15	
3	2285	Gerontology Technician	13	
3	2280	Horticulture Technician	13	
3	2702	Industrial Hygiene Technician	16	
3	2123	Computer Technician	14	
3	2379	Instrumentation and Control Technician	14	

<b>Sectors <sup>(1)</sup></b>	<b>Class titles #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
3	2362	Orthosis-prosthesis Technician	15	
3	2270	Cardio-respiratory Physiology Technician	14	
3	2368	Prevention Technician	13	
3	2584	Social Research Technician	13	
3	2586	Social Work Technician	16	
3	2112	Paralegal <sup>(3)</sup>	14	
3	2124	Specialized Computer Technician	16	
3	2278	Hemodynamic Technologist	16	
3	2223	Medical Technologist	16	
3	2286	Medical Electro-Physiology Technologist	15	
3	2208	Nuclear Medicine Medical Imaging Technologist	16	
3	2205	Radio-diagnostic Medical Imaging Technologist	16	
3	2222	Radiology Technologist (Information and Digital Imaging System)	17	
3	2207	Radiotherapy Technologist	16	
3	2217	Specialized Ultrasound Technologist – Independent Practice	18	
3	2212	Specialized Medical Imaging Technologist	17	
3	2218	Specialized Radiotherapy Technologist	17	
3	2295	Physical Rehabilitation Technologist	16	
3	1258	Art Therapist	22	
3	1241	Translator	19	
3	2375	Community Worker	16	
3	3465	Neighbourhood or Sector Worker	9	
3	1550	Social Worker	22	
4	C746	Attendant for Disabled Students	6	
4	C910	Prevention and Security Officer	10	
4	C202	Finance Officer	20	
4	C233	Social Services Officer	22	
4	C505	Administrative Support Agent, class I	8	
4	C506	Administrative Support Agent, class II	5	
4	C503	Administrative Support Agent, principal class	11	
4	C911	Trades Helper	3	X
4	C902	Domestic Helper	2	X

Sectors <sup>(1)</sup>	Class titles #	Class Titles	Ranking <sup>(2)</sup>	Single Rate
4	C903	Kitchen General Helper	3	X
4	C204	Academic Advisor	21	
4	C205	Analyst	21	
4	C210	Specialized Data Processing Analyst <sup>(3)</sup>	23	
4	C431	Sociocultural or Athletic Student Activities Animator	10	
4	C433	Francization Animator <sup>(3)</sup>	14	
4	C701	Laboratory Attendant	6	
4	C208	Administration Officer	20	
4	C262	Librarian	21	
4	C905	Residence Caretaker	6	X
4	C925	Light Vehicle Driver	4	X
4	C926	Heavy Vehicle Driver	6	X
4	C263	Student Life Counsellor	20	
4	C220	Guidance Counsellor	22	
4	C223	Re-education Counsellor	22	
4	C203	Communication Consultant	20	
4	C221	Counsellor in Academic Training	21	
4	C214	Academic and Vocational Information Counsellor	20	
4	C216	Adapted Services Counsellor	22	
4	C219	Education Consultant	23	
4	C915	Cook, class I	11	X
4	C916	Cook, class II	10	X
4	C917	Cook, class III	7	X
4	C716	Cabinetmaker	10	X
4	C702	Electrician	10	X
4	C704	Electrician, principal class	12	X
4	C305	College Professors	23	
4	C417	Dental Hygienist	14	
4	C421	Interpreter	15	
4	C907	Gardener	7	X
4	C620	Storekeeper, class I	7	
4	C621	Storekeeper, class II	4	

<b>Sectors <sup>(1)</sup></b>	<b>Class titles #</b>	<b>Class Titles</b>	<b>Ranking <sup>(2)</sup></b>	<b>Single Rate</b>
4	C934	Labourer	2	X
4	C719	Equipment Maintenance Mechanic	10	X
4	C728	Stationary Engineer, class III	10	X
4	C726	Stationary Engineer, class I	10	X
4	C729	Stationary Engineer, class IV	9	X
4	C732	Stationary Engineer, class VII	9	X
4	C735	Stationary Engineer, class X	9	X
4	C737	Stationary Engineer, class XII	9	X
4	C738	Stationary Engineer, class XIII	9	X
4	C741	Stationary Engineer, class XVI	9	X
4	C742	Stationary Engineer, class XVII	9	X
4	C707	Carpenter	9	X
4	C432	Sociocultural or Sports Activities Counsellor	6	X
4	C430	Day Camp Counsellor	6	X
4	C703	Offset Duplicator Operator	6	
4	C700	Offset Duplicator Operator, principal class	9	
4	C755	Data Processing Operator	8	
4	C708	Certified Maintenance Workman	9	X
4	C709	Painter	6	X
4	C908	Security Attendant	5	
4	C222	Psychologist	24	
4	C606	Administrative Secretary	9	
4	C209	Specialist in Teaching Methods and Techniques	21	
4	C753	Swimming Pool Supervisor	6	
4	C419	Test Bed Technician	16	
4	C840	Certified Aeronautics Maintenance Technician	17	
4	C830	Aeronautics Maintenance Technician	13	
4	C405	Administration Technician	14	
4	C409	Graphic Arts Technician	12	
4	C406	Audio-visual Technician	12	
4	C413	Building Service Technician	15	
4	C401	Documentation Technician	13	

<b>Sectors</b> <sup>(1)</sup>	<b>Class titles</b> <b>#</b>	<b>Class Titles</b>	<b>Ranking</b> <sup>(2)</sup>	<b>Single</b> <b>Rate</b>
4	C424	Special Education Technician	16	
4	C411	Electronics Technician	14	
4	C416	Mechanical Production Technician	14	
4	C414	Information Technician	12	
4	C403	Data Processing Technician	14	
4	C402	Data Processing Technician, principal class	16	
4	C407	Recreational Activities Technician	13	
4	C418	Social Work Technician	16	
4	C404	Laboratory Technician	14	
4	C231	Social Worker	22	
4	C706	Pipe Mechanic	10	X

*Notes:*

(1) Sectors: 2 – School service centres and school boards; 3 – Health and social services; 4- Colleges.

(2) The class title rankings listed in this appendix are those ascertained as of the date of the signing of the agreement, without admission from the union party.

(3) For the creation or elimination date of class titles, as the case may be, refer to the agreement.

**APPENDIX "32"****TABLE OF THE DISTRIBUTION OF THE BUDGET ALLOCATED TO FPSES-CSQ  
FOR THE WORKPLACE HEALTH AND WELLNESS PROGRAM**

An amount of \$68,000 for the period from April 1, 2021 to March 31, 2022 and \$68,000 for the period April 1, 2022 to March 31, 2023 shall be distributed equitably according to the number of full-time equivalent (FTE) employees of the colleges affiliated with the FPSES-CSQ as of June 30, 2020 and is intended for the support personnel of these colleges.

Unused amounts from the period April 1, 2021 to March 31, 2022 may be carried over the period April 1, 2022 to March 31, 2023, but may not be carried over beyond March 31, 2023.

The result of this distribution, as shown in the following table, shall be used for the application of clause 2-2.08 of the agreement.

**Workplace health and wellness program - FPSES-CSQ budget**

<b><u>College</u></b>	<b><u>Number of FTE employees</u></b>	<b><u>Budget distribution/college 2021-2022</u></b>	<b><u>Budget distribution/college 2022-2023</u></b>
<b>Ahuntsic</b>	<b>203</b>	<b>\$9,252</b>	<b>\$9,252</b>
<b>Bois-de-Boulogne</b>	<b>87</b>	<b>\$3,939</b>	<b>\$3,939</b>
<b>Champlain - Lennoxville</b>	<b>15</b>	<b>\$682</b>	<b>\$682</b>
<b>Dawson</b>	<b>209</b>	<b>\$9,515</b>	<b>\$9,515</b>
<b>Édouard-Montpetit</b>	<b>234</b>	<b>\$10,633</b>	<b>\$10,633</b>
<b>François-Xavier-Garneau</b>	<b>130</b>	<b>\$5,929</b>	<b>\$5,929</b>
<b>Granby-Haute-Yamaska</b>	<b>65</b>	<b>\$2,952</b>	<b>\$2,952</b>
<b>John Abbott</b>	<b>139</b>	<b>\$6,316</b>	<b>\$6,316</b>
<b>Sainte-Foy</b>			
<b>- interpreters</b>	<b>4</b>	<b>\$170</b>	<b>\$170</b>
<b>- TES and attendants</b>	<b>7</b>	<b>\$340</b>	<b>\$340</b>
<b>Sherbrooke</b>	<b>139</b>	<b>\$6,317</b>	<b>\$6,317</b>
<b>Vanier</b>	<b>135</b>	<b>\$6,132</b>	<b>\$6,132</b>
<b>Victoriaville</b>	<b>101</b>	<b>\$4,593</b>	<b>\$4,593</b>
<b>Vieux Montréal -interpreters</b>	<b>27</b>	<b>\$1,230</b>	<b>\$1,230</b>
<b>Total for all colleges:</b>	<b>1,495</b>	<b>\$68,000</b>	<b>\$68,000</b>

**APPENDIX "33"****LETTER OF AGREEMENT CONCERNING THE PREMIUM PAID TO SOME CLASS TITLES OF SPECIALIZED WORKERS**

**Considering** the problems identified in attraction and retention for some class titles of specialized workers;

**Considering** the shortage of qualified workers in the labour market for the class titles covered by the premium, which was identified in the work of the joint committee to assess the shortage of specialized workers, as set out in the upcoming joint report;

**Considering** the need to monitor the evolution of the job market for the coming years;

**1. PREMIUM PAID TO SOME CLASS TITLES OF SPECIALIZED WORKERS**

1.1 A 10% attraction and retention premium shall be paid to employees in the following specialized class titles until September 30, 2023.

<u>Class Titles</u>	<u>Health and Social Services</u>	<u>School service centres and school Boards</u>	<u>Colleges</u>
Electrician	3-6354	2-5104	4-C702
Machinist, Millwright / Millwright Specialist	3-6353	2-5125	
Master Electrician / Electrician, principal class / Chief Electrician	3-6356	2-5103	4-C704
Stationary Engineer	3-6383	2-5107 to 2-5110	4-C726 to 4-C742
Carpenter / Shop Carpenter / Carpenter-Joiner	3-6364	2-5116	4-C707
Painter	3-6362	2-5118	4-C709
Plumber / Pipe Mechanic / Pipe Mechanic / Plumbing and Heating Mechanic	3-6359	2-5115	4-C706
Maintenance Mechanic/Millwright Equipment Maintenance Mechanic	3-6360		4-C719
Heavy Vehicle Driver / Vehicle and Mobile Equipment Driver, class II Mechanic, class I	3-6355	2-5308  2-5106	4-C926
Garage Mechanic / Mechanic, class II	3-6380	2-5137	

1.2 This premium shall also be paid to the employee holding the class title of General Caretaker (3-6388) or Certified Maintenance Workman 2-5117/4-C708, provided that:

the employer must certify that the employee carries out the characteristic duties of one of the class titles mentioned in paragraph 1.1 and holds the qualifications required.<sup>1</sup>

1.3 For an employee in a merged position where one of the regular components of the position is one of the class titles mentioned in paragraph 1.1, the following condition shall apply for purposes of eligibility to the premium:

<sup>1</sup> In addition, for class titles in the field of electricity, stationary engineering and piping, the employee must hold a certificate of qualification.

- Hours worked shall be paid at the highest salary rate plus the 10% premium, provided that the employee has actually performed the characteristic duties of a class title mentioned in paragraph 1.1 for a minimum of 15 hours during the pay period.
- 1.4 The premium shall be applied on the salary rate as well as on the provisions of the collective agreement that stipulate continued salary payment during certain leaves.
  - 1.5 The provisions set out in paragraphs 1.1 to 1.4 come into effect on the date of signature of the collective agreement.

## 2. CREATION OF A PARITY WORKING COMMITTEE

- 2.1 Within 180 days before the expiry of the collective agreement, the parties shall create a parity committee, under the Secrétariat du Conseil du Trésor, to address the shortage of skilled labour as well as the attraction and retention of employees for the following class titles of specialized workers:

#	Class Titles	Health and Social Services	School service centres and School Boards	Colleges
1	Insulator	3-6395		
2	Heavy Vehicle Driver / Vehicle and Mobile Equipment Driver, class II	3-6355	2-5308	4-C926
3	Vehicle and Mobile Equipment Driver, class I			
4	Motor Vehicle Body Repairer (Metal and Paint)			
5	Cabinetmaker / Carpenter Cabinetmaker	3-6365	2-5102	4-C716
6	Electrician	3-6354	2-5104	4-C702
7	Tinsmith	3-6369		
8	Brick Mason			
9	Machinist, Millwright / Millwright Specialist	3-6353	2-5125	
10	Master Electrician / Electrician, principal class / Chief-electrician	3-6356	2-5103	4-C704
11	Master Mechanic of Refrigerated Machines	3-6366		
12	Master Plumber / Master Pipe-mechanic	3-6357	2-5114	
13	Mechanic, class I		2-5106	
14	Garage Mechanic / Mechanic, class II	3-6380	2-5137	
15	Stationary Engineer	3-6383	2-5107 to	4-C726 to

#	Class Titles	Health and Social Services	School service centres and School Boards	Colleges
			2-5110	4-C744
16	Refrigerated Machine Mechanic / Refrigerationist / Refrigeration Mechanic	3-6352		
17	Maintenance Mechanic / Millwright	3-6360		4-C719
18	Carpenter / Shop Carpenter / Carpenter-joiner	3-6364	2-5116	4-C707
19	General Maintenance Worker / Certified Maintenance Workman	3-6388	2-5117	4-C708
20	Painter	3-6362	2-5118	4-C709
21	Plasterer	3-6368		
22	Plumber / Pipe-mechanic / Pipe Mechanic / Plumbing and Heating Mechanic	3-6359	2-5115	4-C706
23	Airport Attendant			
24	Locksmith	3-6367	2-5120	
25	Welder / Blacksmith-welder	3-6361	2-5121	
26	Glass-fitting Mechanic		2-5126	

## 2.2 The mandate of the working committee shall be:

- i. To analyze the effects of the premium on the attraction and retention of the class titles concerned by the premium, based on quantitative and qualitative analyses, in particular by consulting the unions and the management of the institutions, and by analyzing the following indicators:
  - the evolution of the number of workers;
  - the retention rate;
  - the unemployment rate;
  - the overtime.
- ii. To analyze the attraction and retention of employees in the class titles mentioned in paragraph 2.1 that are not covered by the premium according to organizational needs within a significant proportion of parapublic sector institutions;
- iii. To analyze the evolution of the labour shortage observed in the specialized worker labour market on the basis of quantitative and qualitative data, in particular by updating the indicators used by the "working committee on the labour situation of specialized workers in the Quebec labour market" formed in the context of 2020-2023 collective negotiation;
- iv. To evaluate the relevance of maintaining modifying the ten percent (10%) premium after its expiry date, or of opening it to some class titles as set out in paragraph 2.1, if applicable;

- v. To make recommendations, whether jointly or not, to be presented to the negotiating parties, no later than ninety (90) days before the expiry of the collective agreement.
- 2.3 The working committee shall consist of six (6) representatives from the employer party and two (2) representatives of each of the following unions: Confédération des syndicats nationaux (CSN), the Centrale des syndicats du Québec (CSQ) and the Fédération des travailleuses et travailleurs du Québec (FTQ).

**APPENDIX "34"****LETTER OF AGREEMENT CONCERNING THE CREATION  
OF A WORKING COMMITTEE ON PARENTAL RIGHTS**

Within the 30 days following the date of coming into force of the collective agreement, the parties shall agree to create a working committee, under the Secrétariat du Conseil du Trésor, concerning parental rights.

This committee's mandate shall be:

1. To analyze the following components of the parental rights plan and to issue recommendations:

**a) The indemnity calculation formula of the employer**

To meet the objective of ensuring an income replacement during maternity leave equivalent to what the employee would have received if she had been at work, it is proposed to discuss potential adaptations to be made to the current formula for calculating the employer's indemnity. This formula, established on the basis of the employee's basic weekly salary, must take into account the benefits paid by the Québec Parental Insurance Plan (QPIP) and the waivers of contributions to state plans and to the retirement plan.

The basic weekly salary to be used in the calculation of the employer's indemnity must also be discussed, particularly as regards part-time employees.

**b) Leave related to parenthood**

The benefits offered during the period preceding maternity leave as well as the notice for obtaining maternity leave must be examined.

Within 90 days following the signing of the collective agreement, the parties agree to ease the legal adoption requirement in certain situations, including mixed bank adoptions, in order to allow for adoption leave when the child arrives in the family.

**c) Identification of priority union issues**

2. To examine issues related to the application of the parental rights provisions specified in the collective agreement.
3. To analyze the parental rights provisions of the collective agreement to ensure that they are compliant with the current legislative framework and that they are written in an inclusive manner.

4. To determine, as appropriate, the parameter and technical modalities as well as concordances required to implement these modifications.
5. To report, jointly or otherwise, to the negotiating parties at the latest six (6) months before the expiry of the collective agreement.

The working committee shall consist of four (4) representatives of the employer party and two (2) representatives of each of the following unions: Confédération des syndicats nationaux (CSN), the Centrale des syndicats du Québec (CSQ) and the Fédération des travailleuses et travailleurs du Québec (FTQ).

## **APPENDIX "35"**

### **LETTER OF AGREEMENT CONCERNING THE CREATION OF A WORKING COMMITTEE ON THE GOVERNEMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)**

Within the 30 days following the date of entry into force of the collective agreement, the parties agree to form a working committee, under the Secrétariat du Conseil du trésor, concerning the opportunity to make certain modifications to the Government and Public Employees Retirement Plan (RREGOP).

The working committee's mandate shall be to:

1. Examine the following elements:

#### **a) Parameters and evolution of retirement plans**

The parties agree to discuss certain parameters of the RREGOP, taking into consideration various elements, including the retention of experienced personnel on a voluntary basis. These discussions shall include the subjects of phased retirement, early benefits, maximum age of participation, postponed retirement pension and hypothetical interest rate of the actuarial reduction compensation.

The parties agree to discuss equity between participants and the interaction of the RREGOP with the Québec Pension Plan (QPP).

The parties agree to discuss the coexistence of the RREGOP and the Régime de retraite du personnel d'encadrement (RRPE).

#### **b) Financing**

The parties agree to discuss the terms and conditions for financing the benefits payable by RREGOP members in accordance with certain risk factors, in particular the increasing maturity of the plan and the uncertainty surrounding the returns of the financial markets. These discussions shall include the following subjects:

- A financing approach based on differentiated investment policies;
- The functioning of a stabilization fund;
- The use of margins for adverse deviations.

2. To report, jointly or otherwise, to the negotiating parties no later than six (6) months before the expiry of the collective agreement.

The working committee shall consist of six (6) representatives of the employer party and two (2) representatives of each of the following unions: the Confédération des syndicats nationaux (CSN), the Centrale des syndicats du Québec (CSQ) and the Fédération des travailleuses et travailleurs du Québec (FTQ).

**IN WITNESS WHEREOF**, the provincial parties signed in Montréal, on this 8<sup>th</sup> day of the month of December 2021.

(Reproduction of the signed document)

Personnel de soutien

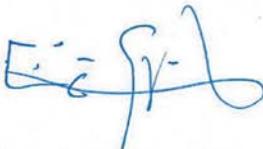
FPSES-CSQ

EN FOI DE QUOI les parties nationales à la présente ont signé à Montréal, ce 8<sup>e</sup> jour du mois de décembre 2021.

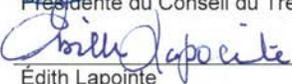
POUR LE GOUVERNEMENT DU QUÉBEC

POUR LA CENTRALE DES SYNDICATS DU QUÉBEC

  
 \_\_\_\_\_  
 Danielle McCann  
 Ministre de l'Enseignement supérieur

  
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 Éric Gingras, président

  
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 Sonia LeBel  
 Présidente du Conseil du Trésor

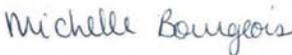
  
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 Édith Lapointe  
 Négociatrice en chef du gouvernement du Québec

POUR LE COMITÉ PATRONAL DE  
 NÉGOCIATION DES COLLÈGES (CPNC)

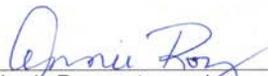
LA FÉDÉRATION DU PERSONNEL DE SOUTIEN DE  
 L'ENSEIGNEMENT SUPÉRIEUR, AU NOM DES  
 SYNDICATS DU PERSONNEL DE SOUTIEN DES  
 COLLÈGES (FPSES-CSQ)

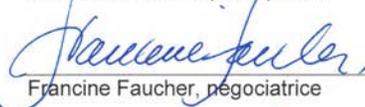
  
 \_\_\_\_\_  
 Mélissa Paquin, présidente

  
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 Valérie Fontaine, présidente

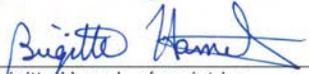
  
 \_\_\_\_\_  
 Michelle Bourgeois, vice-présidente

  
 \_\_\_\_\_  
 Alexandre Havard, porte-parole

  
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 Annie Roy, porte-parole

  
 \_\_\_\_\_  
 Francine Faucher, négociatrice

  
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 Catherine Pichet, négociatrice

  
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 Brigitte Hamel, négociatrice

  
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 Alain Sauvageau, négociateur

  
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 Michèle Morand, négociatrice