

AGREEMENT REACHED BETWEEN

ON THE ONE HAND,

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

AND

ON THE OTHER HAND,

LE COMITÉ PATRONAL DE NÉGOCIATION DES COLLÈGES (CPNC)

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

PROVINCIAL AND LOCAL STIPULATIONS

Produced by the Comité patronal
de négociation des collèges (CPNC)
Second quarter, 2024

PREAMBLE

The Fédération des cégeps and the Fédération du personnel professionnel des collèges (FPPC-CSQ) agreed, on December 23, 2023, on the production of a single document comprising all provincial and local stipulations, namely:

- a) the provincial provisions of 2023-2028 collective agreement;
- b) the stipulations related to Schedule A of An Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors (CQLR, chapter R-8.2), which are part of a recommendation made jointly by the Fédération des cégeps and FPPC (CSQ) and shall be subject to the application of section 59 of the aforementioned Act if agreed upon and signed by the local parties. These stipulations shall be preceded by the indication “**Stipulation negotiated and agreed upon at the local level**”.

LIST OF ACRONYMS

AIAOD	Act Respecting Industrial Accidents and Occupational Diseases
ALS	Act Respecting Labour Standards
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)
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
CVC	Crime Victims Compensation
EESH	Students with disabilities (étudiantes et étudiants en situation de handicap)
EIP	Employment Insurance Plan
ESDC	Employment and Social Development Canada
FPPC	Fédération du personnel professionnel des collèges
FTE	Full-time equivalent
LRC	Labour Relations Committee
QPIP	Québec Parental Insurance Plan (Régime québécois d'assurance parentale, RQAP)
QPP	Québec Pension Plan
RAAQ	Régime d'assurance automobile du Québec
RREGOP	Government and Public Employees Retirement Plan
RRF	Public service employees' retirement plan
TAT	Tribunal administratif du travail. TAT regroups the Labour Relations Committee (LRC) and the Commission des lésions professionnelles (CLP)
TPP	Teachers' Pension Plan

Rule concerning the use of acronyms

The first time a name is used, it is written in full with the acronym or abbreviation in parentheses, except for CQLR. Thereafter, only the acronym or abbreviation is used.

TABLE OF CONTENTS

CHAPTER 1 - DEFINITIONS

Article 1-1.00	- Definitions	5
----------------	---------------------	---

CHAPTER 2 - JURISDICTION

Article 2-1.00	- Scope of Application	9
Article 2-2.00	- Recognition	10
Article 2-3.00	- Non-discrimination	12
Article 2-4.00	- Equal Opportunity to Employment.....	13
Article 2-5.00	- Violence, Psychological Harassment and Sexual Violence	14

CHAPTER 3 - UNION PREROGATIVES

Article 3-1.00	- Union System	16
Article 3-2.00	- Union Delegate	18
Article 3-3.00	- Leave for Provincial Union Activities	20
Article 3-4.00	- Information.....	21
Article 3-5.00	- Local Union Activities	24
Article 3-6.00	- Right to Hold Meetings and Post and Distribute Documents	25

CHAPTER 4 - PARTICIPATION

Article 4-1.00	- Participation	26
Article 4-2.00	- Labour Relations Committee (LRC)	26
Article 4-3.00	- Educational and Professional Activities	30

CHAPTER 5 - MOVEMENT OF PERSONNEL³¹

Article 5-1.00	- Tenure	31
Article 5-2.00	- Seniority.....	32
Article 5-3.00	- Position, Replacement of More Than Six (6) Months and Special Project of More Than Six (6) Months.....	35
Article 5-4.00	- Abolishment of a Position with an Incumbent	43
Article 5-5.00	- Job Priority.....	47
Article 5-6.00	- Job Security	49
Article 5-7.00	- Placement Office.....	52
Article 5-8.00	- Provisional Assignments	54
Article 5-9.00	- Retraining	55
Article 5-10.00	- Administrative Changes	55
Article 5-11.00	- Exchanges Between Colleges.....	56
Article 5-12.00	- Technological Changes.....	57
Article 5-13.00	- Disciplinary Measures	58
Article 5-14.00	- Transfer	60

Article 5-15.00 - Contracts with Outside Organizations61

CHAPTER 6 - SALARY CONDITIONS

Article 6-1.00 - Classification.....62
Article 6-2.00 - Classification Plan.....63
Article 6-3.00 - Salary Scale Ranking.....64
Article 6-4.00 - Calculation of Years of Experience65
Article 6-5.00 - Recognition of Schooling66
Article 6-6.00 - Advancement in Step.....67
Article 6-7.00 - Salary Scales and Rates.....68
Article 6-8.00 - Off-Scale Professionals.....71
Article 6-9.00 - Payment of Salaries.....72
Article 6-10.00 - Retention, Responsibility, and Availability Premiums73
Article 6-11.00 - Retroactive Payment.....73

CHAPTER 7 - PROFESSIONAL DEVELOPMENT

Article 7-1.00 - Local Professional Development.....75
Article 7-2.00 - Decentralization of the Provincial Professional Development Allowance78

CHAPTER 8 - WORKING CONDITIONS AND BENEFITS

Article 8-1.00 - Workweek and Hours of Work.....79
Article 8-2.00 - Overtime83
Article 8-3.00 - Paid Statutory Holidays.....84
Article 8-4.00 - Annual Vacation.....85
Article 8-5.00 - Social and Family Leave89
Article 8-6.00 - Parental Rights93
Article 8-7.00 - Leave Without Pay.....115
Article 8-8.00 - Leave for Professional Activities117
Article 8-9.00 - Leave to Hold Public Office.....118
Article 8-10.00 - Evaluation of Professional Activities.....119
Article 8-11.00 - Life, Health and Salary Insurance Plans119
Article 8-12.00 - Leave with Deferred or Advance Pay.....132
Article 8-13.00 - Voluntary Reduction in Work Schedule Program137
Article 8-14.00 - Professional Practice and Responsibilities139
Article 8-15.00 - Travel Expenses140
Article 8-16.00 - Civil Liability140
Article 8-17.00 - Health and Safety141
Article 8-18.00 - Parking142

Article 8-19.00	- Telework	142
CHAPTER 9 - GRIEVANCE AND ARBITRATION PROCEDURE		
Article 9-1.00	- Grievance Procedure	143
Article 9-2.00	- Arbitration Procedure	144
Article 9-3.00	- Other Procedures.....	150
Article 9-4.00	- Expenses and Fees of the Arbitrators and Mediators.....	153
Article 9-5.00	- Other Expenses	154
CHAPTER 10 - GENERAL PROVISIONS		
Article 10-1.00	- General Provisions.....	155
Article 10-2.00	- Effective Date and Duration	156
APPENDIX		
Appendix "A"	Moving expenses	157
Appendix "B"	List of zones to which each college is attached for the purposes of applying job priority and job security	160
Appendix "C"	Salary scales – colleges.....	164
Appendix "D"	Gradual retirement program	173
Appendix "E"	Regional disparities.....	176
Appendix "F"	Distribution of the \$117 680 mentioned in clause 7-2.01	184
Appendix "G"	Agreement pertaining to seniority and grievances and arbitration	186
Appendix "H"	Effect of the QPIP, the Employment Insurance Act or the Act Respecting Labour Standards on Parental Rights	187
Appendix "I"	List of organizations whose standards of remuneration and salary schedules are determined by the government.....	188
Appendix "J"	Letter of agreement concerning the creation of a working committee on the financing of the participants' fund of the Government and Public Employees Retirement Plan (RREGOP).....	190
Appendix "K"	Salary structure and job ranking.....	192
Appendix "L"	Letter of agreement concerning the professionals classified in the psychologist employment group	200
Appendix "M"	Letter of intent concerning the government and public employees retirement plan (RREGOP) for the employees concerned by this plan by virtue of the government and public employees retirement plan act (RREGOP).....	203
Appendix "N"	Letter of agreement concerning the creation of a working committee on parental rights.....	204
Appendix "O"	Agreement to standardize the use of the term "seniority"	205
Appendix "P"	Agreement concerning the working conditions applicable to professionals assigned to research in the college centers for the transfer of technologies (CCTT).....	206

Appendix "Q" Agreement letter concerning global health 210
Appendix "R" Membership to a professional order 212

CHAPTER 1 - DEFINITIONS

Article 1-1.00 - Definitions

1-1.01 Temporary Assignment

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

1-1.02 Year of Service

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

1-1.03 Year of Experience

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

1-1.04 Satellite Campus

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

1-1.05 Provisional Assignment

Provisional designation of a person benefitting from job security in their category of personnel to a position or tasks of another category of personnel.

1-1.06 Salary Scale Ranking

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

1-1.07 Classification

The assigning of an employment group to a professional.

1-1.08 College

The _____ instituted under the General and Vocational Colleges Act (CQLR, chapter C-29).

1-1.09 Spouse

A person:

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

1-1.10 Step

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

1-1.11 FPPC-CSQ

The Fédération du personnel professionnel des collèges (CSQ).

1-1.12 Government

The Gouvernement du Québec.

1-1.13 Grievance

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

1-1.14 Working Days

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

1-1.15 The parties

The College and the Union.

1-1.16 Ministère

The Ministère de l'Enseignement supérieur.

1-1.17 Minister

The Minister of Higher Education.

1-1.18 Transfer

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

1-1.19 Employer negotiating party

The employer party as defined in the Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors (CQLR, chapter R-8.2).

1-1.20 Union negotiating party

The union party as defined in the Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors (CQLR, chapter R-8.2).

1-1.21 Classification Plan

The document issued by the employer negotiating party in the 2023 Edition and all of its amendments.

1-1.22 Position

Subject to the provisions pertaining to job security, all of the duties assigned to a regular professional and falling within the general framework for a given employment group. In

exceptional circumstances, a position may include duties falling within the framework of two (2) different employment groups.

1-1.23 Vacant Position

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

1-1.24 Professional

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

1-1.25 Full-time Professional

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

1-1.26 Part-time Professional

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

1-1.27 Regular Professional

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

1-1.28 Temporary Professional

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

1-1.29 Temporary Project Leader Professional

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

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

For the purposes of this clause, two (2) projects involving the same or similar activities and separated by less than one (1) year shall be considered the same project.

1-1.30 Temporary Substitute Professional

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

1-1.31 Temporary Supernumerary Professional

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

1-1.32 Active Service

Period during which a professional has received a salary from the College following a work engagement or an authorized leave with pay as provided for in this agreement, or a leave obtained under the provisions of clause 8-6.18 or 8-6.32. Absences during which the professional receives salary insurance benefits (except during leaves provided for in clause 8-6.09), Employment Insurance benefits (except during maternity leave), or benefits provided under the Act Respecting Industrial Accidents and Occupational Diseases (CQLR, chapter A-3.001), are not considered active service.

1-1.33 Continuous Service

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

1-1.34 Trainee

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

1-1.35 Stipulation

A matter negotiated and agreed upon at the provincial level in accordance with the Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors (CQLR, chapter R-8.2).

1-1.36 Union

The College Professionals' Association as certified.

1-1.37 Salary

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

1-1.38 Salary for One Working Day

Annual remuneration divided by two hundred and sixty point nine (260.9).

CHAPTER 2 - JURISDICTION

Article 2-1.00 - Scope of Application

2-1.01

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

2-1.02

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

2-1.03

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

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

2-1.04

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

- leave for more than one week to carry out union activities, except if agreed upon by the parties;
- leave for more than one week to take part in professional development activities, except if agreed upon by the parties;
- leave without pay for more than one week, except if agreed upon by the parties;
- leave for more than one week for professional activities, unless agreed upon by the parties;
- leave to carry out the duties of public office except for that provided for in the second paragraph of clause 8-9.03, except if agreed upon by the parties;
- annual vacation;
- group insurance plans;

Notwithstanding the preceding, the professional hired:

- for less than three (3) months of continuous service shall also be entitled to vacation pay equal to eight percent (8%) of salary earned. In addition, this professional shall be entitled to four per cent (4%) of salary earned for insurance purposes.
- for three (3) months to less than six (6) months of continuous service shall benefit from Article 8-11.00 - Life, Health and Salary Insurance Plan, and shall also be entitled to vacation pay equal to eight percent (8%) of salary earned.
- for a period of six (6) months or more shall benefit from Article 8-4.00 - Annual Vacation and Article 8-11.00 - Life, Health and Salary Insurance Plan.

2-1.05

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

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

Article 2-2.00 - Recognition

RECOGNITION OF THE NEGOTIATING PARTIES

2-2.01

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

2-2.02

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

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

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

Any agreement reached after the collective agreement comes into effect between the employer negotiating party and the union negotiating party, having the effect of adding to, subtracting from, or amending this agreement, shall do so in compliance with the Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors (CQLR, chapter R-8.2).

2-2.03

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

Stipulation negotiated and agreed upon at the local level**RECOGNITION OF LOCAL PARTIES****2-2.04**

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

2-2.05

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

2-2.06

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

2-2.07

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

Article 2-3.00 - Non-discrimination**2-3.01**

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

2-3.02

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

Article 2-4.00 - Equal Opportunity to Employment**2-4.01**

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

2-4.02

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

2-4.03

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

Article 2-5.00 – Violence, Psychological Harassment and Sexual Violence**2-5.01**

Psychological harassment¹ 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.

2-5.02

Sexual violence² 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.

2-5.03

The parties recognize that violence, including conjugal, domestic and sexual violence as well as psychological harassment are reprehensible acts and shall make an effort to discourage their practice in the workplace.

The parties shall collaborate to prevent situations of violence and psychological harassment in the workplace, including sexual violence.

2-5.04 Advisory Committee to Counter Violence and Psychological Harassment

The College shall form an advisory committee mandated to make recommendations about the development and updating of a policy to counter violence and psychological harassment, that will contain mechanisms for preventing occurrences and processing complaints. There shall be only one such committee at the College.

The committee shall be comprised of representatives of the College, of the professionals and, if so desired, representatives for each of the other categories of personnel and students.

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

¹ See article 81.18 of the Act Respecting Labour Standards (CQLR, chapter N-1.1).

² See article 1 of the Act to Prevent and Fight Sexual Violence in Higher Education Institutions (CQLR, chapter P-22.1).

2-5.05 Standing Committee to Prevent and Fight Sexual Violence (SV)

The College shall form a standing committee¹ composed, in particular, of students, administrators, and members of each category of personnel to develop, review and ensure a follow-up of the policy to prevent and fight sexual violence.

Furthermore, the committee shall set up a process to ensure that students, administrators and members of personnel as well as their respective organizations and unions are consulted during the development and review of said policy.

2-5.06

The mandate described in clause 2-5.04 may be entrusted to another committee upon agreement between the parties.

Stipulation negotiated and agreed upon at the local level**SEXUAL HARASSMENT****2-5.07**

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

Sexual harassment is included in the definition of psychological harassment as defined in article 2-5.01.

¹ See article 7 of the Act to Prevent and Fight Sexual Violence in Higher Education Institutions (CQLR, chapter P-22.1).

CHAPTER 3 - UNION PREROGATIVES

Article 3-1.00 - Union System

3-1.01

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

3-1.02

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

3-1.03

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

Stipulation negotiated and agreed upon at the local level

UNION DUES

3-1.04

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

3-1.05

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

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

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

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

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

3-1.06

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

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

3-1.07

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

3-1.08

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

Article 3-2.00 - Union Delegate**3-2.01**

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

3-2.02

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

3-2.03

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

3-2.04

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

3-2.05

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

3-2.06

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

A bank of two (2) working days per year, for the duration of the collective agreement, is available to each College¹. The Union may, however, use all or part of this bank, during any of the years covered by the agreement. For the purposes of this paragraph, such a bank shall also be available to the delegates mentioned in clause 3-2.03.

¹ For the purpose of this clause, the duration of the collective agreement is 5 years.

Stipulation negotiated and agreed upon at the local level**LEAVE FOR UNION DELEGATES****3-2.07**

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

Article 3-3.00 - Leave for Provincial Union Activities**3-3.01**

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

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

3-3.02

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

3-3.03

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

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

3-3.04

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

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

3-3.05

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

3-3.06

For the reimbursement of salaries provided for in this article, the Union shall pay the College for each working day of leave with pay an amount equal to 1/260.9 of the professional's salary.

3-3.07

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

3-3.08

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

3-3.09

The working schedule of a professional on leave under this article shall in no way be altered by the leave, unless by mutual agreement between the parties, within the procedural framework set out by the Labour Relations Committee (LRC).

Article 3-4.00 - Information**INFORMATION PROVIDED BY THE MINISTÈRE****3-4.01**

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

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

Stipulation negotiated and agreed upon at the local level**INFORMATION****3-4.02**

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

- a) family name and given name;
- b) date of birth;
- c) civil status;
- d) sex;
- e) citizenship;
- f) address;
- g) ID number;
- h) telephone number;
- i) date of hiring;
- j) salary scale ranking;
- k) salary;
- l) status: regular, having priority, tenured, temporary substitute, temporary project leader, temporary supernumerary, full-time or part-time;
- m) employment group;
- n) service to which he /she was assigned;
- o) number of days of vacation accumulated as of the preceding May 31;
- p) number of accumulated days of sick leave remaining as of the preceding July 1;
- q) number of hours in his/her weekly schedule in the case of a part-time professional.

The College shall inform the Union and the FPPC-CSQ in writing of the resignation and retirement of a professional as soon as the College is notified.

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

The list provided for in the first (1st) and third (3rd) subparagraphs, and the information provided for in second (2nd) subparagraph shall be transmitted electronically if possible.

3-4.03

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

3-4.04

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

3-4.05

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

3-4.06

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

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

3-4.07

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

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

3-4.08

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

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

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

3-4.09

The College shall provide the Union with:

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

3-4.10

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

3-4.11

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

Article 3-5.00 - Local Union Activities**Stipulation negotiated and agreed upon at the local level****3-5.01**

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

3-5.02

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

3-5.03

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

3-5.04

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

3-5.05

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

3-5.06

The College agrees to grant the professional leave in order for them to attend union general meetings at the time agreed upon with the Union during working hours, for a maximum four hours by current financial year and for a maximum duration of two (2) hours consecutively.

Article 3-6.00 - Right to Hold Meetings and Post and Distribute Documents**Stipulation negotiated and agreed upon at the local level****3-6.01**

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

3-6.02

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

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

3-6.03

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

3-6.04

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

CHAPTER 4 - PARTICIPATION

Article 4-1.00 - Participation

4-1.01

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

The local parties shall create an advisory committee on the role and participation of professionals in the college community. This committee is consulted, in particular, during the development or modification of a College policy, regulation or directive that impacts the role or tasks of professionals.

4-1.02

The College may create a program committee for each program of study it offers. The criteria related to the program committees' composition are established by the College. However, each program committee created by the College must include a pedagogical counsellor linked to the program.

According to the subject matter, the program committee should also include, in addition to the pedagogical counsellor, a professional who has the needed expertise for the required consultation, such as an academic advisor linked to the program.

Article 4-2.00 - Labour Relations Committee (LRC)

Stipulation negotiated and agreed upon at the local level

4-2.01

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

4-2.02

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

4-2.03

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

4-2.04

The LRC shall meet at the written request of one of the parties within five (5) working days following receipt of such request.

The party who requests a meeting of the LRC or who adds an item to the agenda shall provide to the other party at the time of the request or addition of an item to the agenda, if applicable, all documentation in its possession that it deems pertinent.

The College shall forward to the Union a written notice of meeting and the draft of the agenda which shall include all items requested by the parties at least forty-eight (48) hours before the meeting unless an exceptional situation occurs.

4-2.05

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

4-2.06

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

- a) a trainee's project, his/her duties and the necessary supervision;
- b) the non-rehiring of a regular professional covered by clause 5-1.01;
- c) the abolition of any position;
- d) any plans to abolish a position that is filled, in accordance with article 5-4.00;
- e) the transfer of a professional as provided for in article 5-3.00 and article 5-14.00;
- f) any changes in administrative structures;
- g) any exception to the exclusivity of a professional's services during his/her regular working hours;
- h) substantial modifications in tasks assigned to a professional;
- i) the temporary assignment or provisional assignment of a professional;
- j) the scheduling of holidays as provided for in article 8-3.00;
- k) leave without pay under article 8-7.00;
- l) leave without pay to assume public office under article 8-9.00;

- m) travel expenses as provided for in article 8-15.00;
- n) assignments of more than six (6) months for professionals on availability;
- o) conditions concerning parking as provided for in article 8-18.00;
- p) staffing plan as provided for in article 5-4.00;
- q) temporary assignment of a professional to a vacant position as provided for in clause 5-3.01 3.
- r) the implementation of a specific project
- s) a different distribution of the normal workweek in accordance with article 8-1.03.

4-2.07

Before making a decision regarding the abolition of a position, the College shall provide to the Union in writing, at the time of convocation, the reasons which would lead to the abolition of the position as well as the solution(s) which it intends to use.

4-2.08

The parties shall seek an appropriate solution(s) for the subject(s) discussed in order to reach a common agreement within seven (7) working days following the LRC meeting provided for in 4-2.04. However, this shall be a twelve (12) working day timeframe in the case of discussions held as part of clause 5-4.02.

These timeframes may be extended if the parties so agree in writing.

4-2.09

Failing such an agreement, the College shall notify the Union and the professional concerned, if applicable, in writing, of its decision and its reasons, within ten (10) working days following the deadline set out in clause 4-2.08. The College shall not be obliged to notify each professional individually of a decision affecting professionals as a group.

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

4-2.10

Clause 4-2.09 shall not apply in cases of disagreement, to any clause stating expressly that action shall only be taken by agreement between the parties, in accordance with the procedures described in article 4-2.00.

4-2.11

The minutes of LRC meetings are produced either by the College or the Union according to what is decided by the parties, and must be sent to the other party within a reasonable delay. The minutes shall be signed and adopted by the parties at the following meeting. If

the parties disagree on one or several elements of the minutes, the disagreement and the position of each party shall be specified in writing. If a decision must be applied without delay, the minutes or a portion thereof may be adopted immediately.

The minutes shall include, in particular, the agenda, the considerations, proposals, and resolutions.

Furthermore, any written and signed agreement between the parties, except for those declared as confidential by said parties, shall be included with the minutes.

4-2.12

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

Article 4-3.00 - Educational and Professional Activities**Stipulation negotiated and agreed upon at the local level****4-3.01**

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

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

4-3.02

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

CHAPTER 5 - MOVEMENT OF PERSONNEL

Article 5-1.00 - Tenure

ACQUISITION OF TENURE

5-1.01

The College shall evaluate newly hired regular professionals, or regular professionals newly included in the bargaining unit, for an initial period of six (6) months of continuous service, or its equivalent for a regular part-time professional. If the College decides, during this period, to terminate the employment of the professional concerned, it shall give him/her reasoned notice of its intention not to rehire at least twenty (20) working days before the end of this initial period and shall notify the Union without delay.

A regular professional whose employment has not been terminated as described in the previous paragraph shall be evaluated over a second six (6) month period of continuous full-time service, or its equivalent for a regular part-time professional. If the College decides to terminate the employment of the professional concerned, it shall give him/her reasoned notice of its intention not to rehire at least twenty (20) working days before the end of this second period and shall notify the Union without delay.

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

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

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

The interruption of the employment relationship of fifteen (15) days or less provided for in clause 1-1.33 shall not be counted as evaluation periods under the terms of this clause.

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

5-1.02

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

5-1.03

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

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

5-1.04

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

5-1.05

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

5-1.06

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

Article 5-2.00 - Seniority**5-2.01**

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

5-2.02

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

5-2.03

Seniority shall be calculated as follows:

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

5-2.04

Seniority shall continue to accumulate:

- a) during leave for union activities as provided for in the collective agreement;
- b) during a period of availability;
- c) during a suspension of the professional;
- d) during a professional development leave granted under the provisions of the collective agreement;
- e) during the first twelve (12) months of the provisional assignment to an administrative or managerial position at the College;
- f) subject to paragraph e), during a provisional assignment in accordance with article 5-8.00, in an employment group other than that of management personnel;
- g) during leave for parental rights;
- h) during the first twelve (12) months of a leave without pay;
- i) during the first twenty-four (24) months of leave for professional activities;
- j) during the first twenty-four (24) months of disability;
- k) during an absence due either to a work accident or to an occupational illness recognized by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST);
- l) during a retraining period provided for in article 5-9.00;
- m) during a leave provided for in article 8-12.00.

5-2.05

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

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

5-2.06

Seniority shall be lost:

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

5-2.07

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

At the end of the posting period, seniority becomes official subject to any filed grievances. Corrections made to seniority can only take effect as of the date of the grievance. No other correction to a professional's seniority can than be made before the next posting period.

5-2.08

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

Article 5-3.00 - Position, Replacement of More Than Six (6) Months and Special Project of More Than Six (6) Months**5-3.01**

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

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

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

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

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

3. Should the College decide to fill temporarily a vacant position by temporary assignment, it shall choose the most qualified professional who meets the College requirements and relevant to the vacant position.

In that case, the deadline provided for in the first paragraph of the present clause to decide to fill, modify or abolish the vacant position shall be interrupted for the duration of the temporary assignment and it shall start again at the end of said temporary assignment.

However, the interruption of the deadline cannot exceed the tabling of the staffing plan for the current financial year, that is no later than June 1st.

Before deciding to fill a vacant position by temporary assignment, the College shall call the Union to an LRC meeting as provided for in article 4-2.00.

5-3.02**VACANT OR NEWLY CREATED POSITION**

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

1. Transfer

The College shall not be obliged to post a position when the position is filled in accordance with the bumping procedure provided for in clause 5-4.07 or by means of a transfer. In the latter case, the provisions of article 5-14.00 shall apply.

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

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

2. Posting

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

Such posting shall mention, among other things, the following elements:

- the employment group;
- the service or department involved;
- a summary job description;
- the qualifications required by the College and relevant to the position;
- the minimum and maximum salary rates in the salary scale;
- the deadline for applications and, for information purposes and if relevant, the satellite campus.

The notice shall be posted for at least five (5) working days and at most twenty (20) working days. When posting a vacant position, the College shall send notice to the professionals that are absent and covered by this clause to their last known address.

When the College proceeds by posting, it shall take into account the requirements of the position and according to the following order of priority; in all cases, the language of instruction at the College shall be taken into account in the requirements:

- a) first to professionals on availability at the College, in accordance with clause 5-6.03;
- b) then to professionals on availability at another college in the same zone, as established in Appendix "B", in accordance with clause 5-6.03;
- c) then to professionals on availability at another college in a different zone, as established in Appendix "B", in accordance with clause 5-6.03;
- d) then to temporary substitute professionals or project leader professionals employed by the College who have completed twenty-four (24) months of active service without interruption of the employment relationship in his/her substitute position or the newly created position combining the tasks he/she performed as project leader;
- e) then to full-time or part-time regular professionals employed by the College;
- f) then to the temporary professional employed by the College who has completed twenty-four (24) months of active service without interruption of the employment relationship;
- g) then to professionals at the College who have been laid off and who enjoy job priority under clause 5-5.02;
- h) then to temporary professionals employed by the College who have completed twelve (12) months of active service;
- i) then to temporary professionals employed by the College who have completed six (6) months of active service;
- j) then to temporary professionals who have completed six (6) months of active service, who have not been employed by the College in less than two (2) years and who have not received a notice of non-rehiring;
- k) then to employees in another category of personnel assigned temporarily as professionals;
- l) then to professionals at another college in the same zone, as established in Appendix "B", who have been laid off or to professionals covered by clause 8-9.02;
- m) then to professors or support staff on availability at the College, provided they have applied for the position at the College;
- n) then to applicants employed by the College;
- o) then to professionals at another college in another zone, as established in Appendix "B", who have been laid off;

p) then to all other applicants not employed by the College.

5-3.03

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

When there are equally qualified applicants in any one of the priorities provided for in clause 5-3.02, seniority at the beginning of the posting shall be the determining factor.

5-3.04

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

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

5-3.05

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

5-3.06**REPLACEMENT OF MORE THAN SIX (6) MONTHS AND SPECIAL PROJECT OF MORE THAN SIX (6) MONTHS**

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

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

1. Temporary or Provisional Assignment

When the College decides to proceed through temporary assignment:

- a) it shall choose the most qualified professional who meets the requirements of the special project or replacement. The provisions of clause 5-3.10 shall apply.
- b) if the College cannot award the temporary assignment to a professional, it may award a provisional assignment to a person from another category of personnel.

2. Posting

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

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

Replacement of more than six (6) months:

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

- a) to the part-time regular professional employed by the College;
or
temporary professionals employed by the College who have completed six (6) months of active service;
or
temporary professionals who have completed six (6) months of active service, who have not been employed by the College in less than two (2) years and who have not received a notice of non-rehiring;
or
professionals at the College who have been laid off and who enjoy job priority under clause 5-5.02;
- b) full-time regular professionals employed by the College;
- c) employees from another category of personnel on provisional assignment as professionals.

Specific project of more than six (6) months:

The College shall offer the specific project to professionals in the following order of priority, provided that the professionals in question meet the College's qualifications for said project; in all cases, the language of instruction at the College shall be considered in the requirements:

- a) regular professionals employed by the College

or

to temporary professionals employed by the College who have completed six (6) months of active service

or

temporary professionals who have completed six (6) months of active service, who have not been employed by the College for less than two (2) years and who have not received a notice of non-rehiring

or

professionals employed by the College who have been laid off and who qualify for job priority under clause 5-5.02;

- b) employees in another category of personnel who have been temporarily assigned the status of professionals.

5-3.07

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

When there are equally qualified applicants in any one of the categories listed in clause 5-3.06, seniority at the beginning of the posting shall be the determining factor.

5-3.08

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

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

5-3.09

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

Stipulation negotiated and agreed upon at the local level**5-3.10**

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

- a) study the candidates' applications;
- b) proceed with any necessary interviews according to the order of priority listed in clauses 5-3.02 and 5-3.06; in the case of a temporary or provisional assignment as provided for in clause 5-3.06 1, the committee shall not be required to proceed with the interview process when there is only one candidate;
- c) submit its recommendations to the College within the deadline established when it was decided to fill the position.

The College shall provide the selection committee with the qualifications required by the College and relevant to the position, to the special project position or to the replacement position, a job description of the position, the special project position or the replacement position, the list of applicants, as well as any other relevant documents.

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

5-3.11

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

5-3.12

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

5-3.13

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

- a) his/her status: regular, tenured, having priority, part-time, full-time, temporary substitute, temporary project leader or temporary supernumerary;

- b) the employment group to which he/she belongs;
- c) his/her salary and step at the time of hiring;
- d) the service or department to which his/her position or special project is attached;
- e) the date he/she is to begin work;
- f) the campus where he/she is to work;
- g) in the case of a special project, the source of funding if it is entirely other than the College's regular source of funding.

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

5-3.14

At the time of hiring, the College shall give the professional the electronic address to access this agreement. Also, the professional shall provide proof of his/her qualifications and experience.

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

5-3.15

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

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

5-3.16

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

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

5-3.17

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

Article 5-4.00 - Abolishment of a Position with an Incumbent**5-4.01**

The College may abolish a position with an incumbent only within the framework of this article.

5-4.02

Every year by June 1 at the latest, the College shall provide the Union, for purposes of consultation by the labour relations committee, the professionals' staffing plan for the period of July 1 of the current year to June 30 of the following year.

If the plan makes provisions for the abolishment of a position, the College shall provide the Union, when the meeting of the labour relations committee is called, with the solutions it intends to implement in accordance with clause 4-2.07. The parties shall make an effort to reach an agreement in order to avoid the abolishment or, failing this, a layoff or placement on availability, by assessing if needed the support required by the professional affected by such a measure.

5-4.03

The staffing plan includes the following:

- a) a statement of the number of professional employees as of May 15;
- b) the list of full-time and part-time positions by employment group and by department;
- c) the list of specific projects by employment group and by department;
- d) the position(s) the College intends to abolish, specifying for each: the employment group, the department, the first and last names of the incumbent, the expected date of the abolition, and the reason for abolishing the position;
- e) the specific project(s) that the College does not intend to renew, specifying for each: the employment group, the department, the first and last names of the incumbent and the expected date of the end of employment.

5-4.04

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

- a) Either a significant decline in the number of students enrolled, as established for a maximum period of two (2) years. The number of students is based on the total of the number of enrolments in regular education and the number of enrolments in adult education.

The number of students in regular education is calculated on September 20 of each year, and is based on the number of full-time student (FTE) equivalents enrolled in any credited college study program.

For the purpose of calculating the number of students in adult education, all training activities provided between September 20 of one year and September 21 of the previous year are considered, including credited and non-credited college training programs. Every six hundred (600) hours of education shall be the equivalent of one (1) FTE.

- b) Or a change in services to be provided.

5-4.05

For the purposes of applying paragraph a) of clause 5-4.04, the College shall provide the Union with a copy of the budget estimates and the data and official documents submitted to the Ministère and used in establishing the number of enrolments.

5-4.06

The decision of the College to abolish a position under clause 5-4.03 d) shall be submitted to the Union and to the professional in question at least thirty (30) days before the abolishment takes effect.

The bumping, layoff or placement on availability takes effect on the date the bumping procedure is completed and shall be preceded by a notice of at least five (5) working days, including a copy to the Union.

5-4.07 Bumping Procedure

1. General Provisions

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

- f) a full-time professional shall not be obliged to fill a vacant or newly created part-time position and cannot bump a part-time professional. However, if he/she accepts a vacant or newly created part-time position, he/she shall acquire the status of part-time professional and the provisions relating to that status shall apply;
- g) a non-tenured full-time or part-time professional who obtains a position or bumps a professional under this article shall receive the salary of the position he/she obtains.

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

- 1. A tenured professional whose position is abolished, or who is bumped under this clause, shall be obliged to fill a vacant or newly created position provided he/she meets the requirements of the position set by the College.
- 2. If the professional in question cannot fill a vacant or newly created position, he/she shall be obliged to bump the regular non-tenured professional with the least seniority, provided he/she meets the requirements of the position.
- 3. If the professional in question cannot bump another professional under the previous paragraph, he/she shall be obliged to bump the tenured professional in his/her employment group with the least seniority, provided he/she meets the requirements of the position.
- 4. If the professional in question, or a professional bumped under the previous paragraph, cannot bump another professional under the previous paragraph, he/she shall be obliged to bump the regular non-tenured professional with the least seniority in a different employment group, provided he/she meets the requirements of the position.
- 5. If the professional in question cannot bump another professional under the previous paragraph, he/she shall be placed on availability.

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

- 1. A regular non-tenured professional whose position is abolished or who is bumped shall be obliged to fill a vacant or newly created position provided he/she meets the requirements of the position set by the College.
- 2. If the professional cannot fill a vacant or newly created position, he/she shall be obliged to bump the regular non-tenured professional with the least seniority among those filling a position for which he/she meets the requirements and provided he/she has more seniority than the professional being bumped.

3. A professional who is bumped under the previous paragraphs shall be obliged to bump a regular non-tenured professional in accordance with the provisions of the previous paragraph.
4. If the professional in question cannot bump a professional under the previous paragraphs, he/she shall be laid off.

5-4.08

A professional covered by clause 5-4.06 shall notify the College of his/her decision to fill a vacant or newly created position or to bump another professional under clause 5-4.07 within five (5) working days following receipt of the offer.

For the purpose of applying the bumping procedure, the sectors of activity, in the following employment groups, shall constitute distinct employment groups: analyst (data processing or systems and organization), student activities animator (sociocultural or athletic activities), student life counsellor (sociocultural life or sports and outdoor activities or economic or community life), specialist in information science (library or archives or audio-visual) and pedagogical counsellor (regular or continuing education or information and communication technologies).

A professional who refuses, within the set time limit, to fill a vacant or newly created position or to bump another professional under clause 5-4.06 and 5-4.07 shall be deemed to have resigned.

5-4.09

The College agrees to:

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

5-4.10

If, within seven (7) working days of notification of a vacant position under paragraph a) of clause 5-4.09, the placement office has not supplied the name of a candidate, the College shall proceed according to the provisions of article 5-3.00.

5-4.11

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

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

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

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

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

Article 5-5.00 - Job Priority**REGULAR NON-TENURED PROFESSIONALS****5-5.01**

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

5-5.02

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

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

5-5.03

The provisions of clause 5-5.02 shall apply:

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

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

5-5.04

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

5-5.05

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

5-5.06

If a professional who has been laid off considers that his/her rights under clauses 5-4.09 b), 5-5.03 and 5-5.04 of the collective agreement have not been respected, he/she may submit a grievance to the chief arbitrator under the terms of clause 9-2.08 of the collective agreement. Said grievance shall be submitted within thirty (30) working days of the events giving rise to the grievance and shall be given priority when drawing up the arbitration roll.

TEMPORARY PROFESSIONALS**5-5.07**

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

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

Article 5-6.00 - Job Security**5-6.01**

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

5-6.02

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

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

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

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

5-6.03

- a) When a professional position is declared vacant by the College, any professional who has been placed on availability by the College shall automatically be eligible for the position. The appointment procedure shall be followed in a regular manner and the

professional shall obtain the position in accordance with the priorities set out in clauses 5-3.02 and 5-3.03.

- b) When a professional position is declared vacant in another college and the name of a professional is submitted by the placement office, said professional shall obtain the position in accordance with the priorities set out in clauses 5-3.02 and 5-3.03.

5-6.04

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

Notwithstanding the previous paragraph, in the following employment groups, a professional shall be deemed to have the required qualifications provided his/her sector of activity is the same as that of the position that has been declared vacant: analyst (data processing or systems and organization), student activities animator (sociocultural or athletic activities) and student life counsellor (sociocultural life or sports and outdoor activities or economic or community life), specialist in information science (library or archives or audio-visual) and pedagogical counsellor (regular or continued education or information and communication technologies), the professional is considered to have the required qualifications when his/her sector of activity is the same as the one for the position declared vacant.

5-6.05

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

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

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

5-6.06

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

- a) shall accept, in his/her own college, any duties of a professional nature falling within his/her field of competency, in accordance with clause 5-6.02; in the case of a part-time professional, this obligation shall apply in accordance with the number of hours involved in the professional's former position;
- b) shall accept any position that is offered to him/her by his/her college or any other college in the same zone, failing which he/she shall be deemed to have resigned.

However, the professional shall be free to remain on availability if the language of instruction of the college is not the same as that of the college that placed him/her on availability;

- c) may refuse any position offered by a college in another zone. If he/she accepts such a position, he/she shall be entitled to a relocation premium equal to two (2) months salary as well as to the moving expenses set out in clause 5-7.04.

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

- d) may accept any teaching or support staff position that is offered to him/her in his/her college provided he/she has notified the college in writing of his/her willingness to be relocated as a professor or a member of the support staff;
- e) a part-time professional placed on availability shall be obliged to accept a full-time or part-time position offered to him/her under this article and for which the number of working hours is equivalent or higher than that of his/her former position;
- f) a full-time professional shall not be obliged to accept a part-time position. Should he/she accept the position, he/she shall obtain the status of a part-time professional and the provisions relating to that status shall apply.

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

5-6.07

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

5-6.08

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

- a) tenure;
- b) seniority;
- c) years of service (and the benefits attached thereto);
- d) sick leave credits without cash surrender value;
- e) date at which he/she is entitled to move up a step in the salary scale;

- f) his/her step, provided he/she stays within the same employment group;
- g) the number of vacation days to which he/she is entitled, if this number is higher than provided for in clause 8-4.01;
- h) his/her leave with deferred or advance pay, subject to clause 8-12.14.

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

5-6.09

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

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

5-6.10

When a professional who has been placed on availability considers that the rights to which he/she is entitled under to clauses 5-4.09 b), 5-6.03 and 5-6.04 of this agreement have not been respected, he/she may file a grievance with the chief arbitrator as described in clause 9-2.08 of this agreement. This grievance shall be filed within thirty (30) working days following the event giving rise to the grievance and shall be given priority when the arbitration roll is set.

5-6.11

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

Article 5-7.00 - Placement Office

5-7.01

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

5-7.02

The placement office is an employer-operated service.

5-7.03

The placement office shall carry out the following functions:

- a) draw up and keep up to date the list of professionals who have been laid off or placed on availability, as well as the list of vacant positions;

- b) send to the parties concerned (colleges, Fédération des cégeps, Ministère, unions, union negotiating parties) the information listed in paragraph a);
- c) see to the relocation of college professionals;
- d) register refusals and notify the colleges concerned.

5-7.04

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

5-7.05 Placement Office Joint Committee

- a) The employer negotiating party and the union negotiating party shall set up a joint committee whose mandate shall be to:
 - 1. protect the interests of the parties to this agreement regarding the relocation of personnel;
 - 2. advise the placement office in the performance of its mandate regarding college personnel.
- b) The joint committee shall be made up of representatives of the employer and union negotiating parties as defined in the Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors (CQLR, chapter R-8.2).
- c) Within sixty (60) working days of the date this collective agreement takes effect, both negotiating parties shall agree to appoint a joint committee chair.

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

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

Article 5-8.00 - Provisional Assignments**5-8.01**

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

5-8.02

The terms and conditions regarding the departure and return of the professional shall be agreed upon between the professional and the College.

5-8.03

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

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

5-8.04

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

5-8.05

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

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

5-8.06

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

5-8.07

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

Article 5-9.00 - Retraining**5-9.01**

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

5-9.02

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

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

5-9.03

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

5-9.04

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

Article 5-10.00 - Administrative Changes**5-10.01**

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

Article 5-11.00 - Exchanges Between Colleges**5-11.01**

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

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

5-11.02

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

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

5-11.03

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

5-11.04

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

5-11.05

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

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

Article 5-12.00 - Technological Changes**5-12.01**

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

5-12.02

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

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

5-12.03

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

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

5-12.04

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

Article 5-13.00 - Disciplinary Measures**SPECIAL PROVISIONS****5-13.01**

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

5-13.02

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

Stipulation negotiated and agreed upon at the local level**DISCIPLINARY ACTION****5-13.03**

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

5-13.04

The only possible disciplinary measures are suspension and dismissal.

5-13.05

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

However, if in the two (2) working days following the sending of the notice to the professional, he/she does not object in writing to the Union being informed of the motives leading to the disciplinary measure, the College shall forward to the Union a copy of the notice addressed to the professional.

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

5-13.06

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

5-13.07

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

Notwithstanding anything the preceding, any continuous absence exceeding thirty (30) days, excluding the professional's vacation periods, shall be excluded from the time limit and shall extend this period by the same amount of time

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

5-13.08

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

5-13.09

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

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

5-13.10

Except in cases mentioned in clause 5-13.09, a professional cannot be suspended or dismissed without having been warned in writing at least twice during the period set out in clause 5-13.07 of a fault of the same nature, the seriousness of which is likely to result in such disciplinary action. The length or time between the two (2) warnings must be sufficient to allow the professional to correct the situation.

5-13.11

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

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

5-13.12

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

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

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

5-13.13

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

5-13.14

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

Article 5-14.00 - Transfer**Stipulation negotiated and agreed upon at the local level****5-14.01**

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

5-14.02

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

5-14.03

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

5-14.04

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

5-14.05

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

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

For the purposes of applying this clause, the College shall proceed by sector of activity when the employment groups involved are among the following: analyst (data processing or systems and organization), student activities animator (sociocultural or athletic activities), student life counsellor (sociocultural life or sports and outdoor activities or economic or community life), specialist in information science (library or archives or audio-visual) and pedagogical counsellor (regular or continuing education or information and communication technologies).

Article 5-15.00 - Contracts with Outside Organizations**Stipulation negotiated and agreed upon at the local level****5-15.01**

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

CHAPTER 6 - SALARY CONDITIONS

Article 6-1.00 - Classification

6-1.01

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

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

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

6-1.02

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

6-1.03

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

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

6-1.04

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

6-1.05

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

a) reclassify the professional in another employment group;

or

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

6-1.06

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

6-1.07

Notwithstanding the first paragraph of clause 6-1.01, professionals classified as student activities animators prior to the date at which the collective agreement comes into effect or as counsellors in academic training before December 1, 2023, shall maintain said classification along with all rights and benefits provided for in the collective agreement, even though these employment groups have been abolished.

As such, the professionals classified as student activities animators shall perform the duties provided for in the classification plan issued by the employer negotiating party on June 1, 1987, while the counsellors in academic training shall perform the duties provided for in the description of the Classification Plan for Professionals of the General and Vocational Colleges, April 2012 edition.

Following agreement with the College, a student activities animator may be reclassified as a student life counsellor.

Article 6-2.00 - Classification Plan**6-2.01**

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

6-2.02

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

6-2.03

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

6-2.04

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

6-2.05

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

6-2.06

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

When the characteristic functions of this employment group constitute the principal and regular tasks of a professional, the professional can formulate an official reclassification request in this employment group within thirty (30) working days from the date at which the College forwarded the information.

6-2.07

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

Article 6-3.00 - Salary Scale Ranking**6-3.01**

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

6-3.02

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

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

6-3.03

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

Article 6-4.00 - Calculation of Years of Experience**6-4.01**

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

6-4.02

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

6-4.03

For the purposes of calculating years of teaching experience:

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

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

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

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

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

6-4.04

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

6-4.05

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

Article 6-5.00 - Recognition of Schooling**6-5.01**

One (1) year of undergraduate university studies (or its equivalent, thirty [30] credits) successfully completed in a recognized institution, shall be equivalent to one (1) year of relevant experience.

Before enjoying the provisions in this clause, the professional shall have completed the undergraduate studies required for the employment group.

6-5.02

As well, one (1) year of graduate or postgraduate university studies (or its equivalent, thirty [30] credits) successfully completed in a recognized institution, shall be equivalent to one (1) year of relevant experience.

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

6-5.03

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

6-5.04

A maximum of three (3) years of schooling may be counted as experience. Notwithstanding the foregoing, in the case where a professional has a doctoral degree, a maximum of four and a half (4 ½) years of education may be counted as experience¹.

6-5.05

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

6-5.06

For the purposes of applying the second paragraph of clause 6-5.02, a professional who, in the case of a yearly advancement in step, is entitled to the recognition of half (½) a year of experience because he/she has successfully completed a master's degree on the date of his/her annual advancement in step, shall be awarded an additional step on the July 1 or January 1 immediately following his/her regular advancement in step. Under this clause, the professional's regular date of advancement in step shall be changed.

6-5.07

Should a professional be assigned an employment group for which the classification plan requires more schooling than an undergraduate degree, he/she shall be awarded, for any schooling beyond an undergraduate degree, the equivalent amount of experience, in accordance with the provisions of this article.

Article 6-6.00 - Advancement in Step**6-6.01**

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

6-6.02

An advancement in step shall be awarded on July 1 or January 1 in the case of a yearly advancement or on July 1 and January 1 in the case of a semi-annual advancement, provided that the professional has completed, subject to the 2nd paragraph of clause 8-6.50

¹ For the purposes of applying clauses 6-5.01, 6-5.02 and 6-5.04, the professionals employed by the College at the time of signature of this collective agreement and who have a university academic year that has not been considered and who are still not at the 18th step, shall be able to benefit from a reassessment of their salary step, retroactive to the date of signature of the collective agreement, upon presentation of supporting documents.

The step advancement resulting from this education reassessment process shall not impact in any way the application of the provisions related to step advancement and provided for in article 6-6.00.

Within ninety (90) days following the signature of the collective agreement, the College shall inform all professionals of the modifications to clauses 6-5.01, 6-5.02 and 6-5.04 and of the possibility, for the professionals concerned, to request a reassessment of their salary step due to these modifications.

The professional shall make a written reassessment request to the College within six (6) months from the date at which the College forwarded the information regarding the possibility of a step reassessment.

and 8-11.27, a continuous period of at least nine (9) months or four (4) months of service, depending on whether the advancement in step is annual or semi-annual.

6-6.03

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

6-6.04

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

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

6-6.05

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

Article 6-7.00 - Salary Scales and Rates**6-7.01**

The salary scales in effect are those stated in Appendix "C".

6-7.02 Period from April 1, 2023 to March 31, 2024

Each salary rate and scale¹ in effect on March 31, 2023 shall be increased by 6%² effective April 1, 2023.

6-7.03 Period from April 1, 2024 to March 31, 2025

Each rate and salary scale¹ in effect on March 31, 2024 shall be increased by 2.80%², effective April 1, 2024.

6-7.04 Period from April 1, 2025 to March 31, 2026

Each rate and salary scale¹ in effect on March 31, 2025 shall be increased by 2.60%², effective April 1, 2025.

¹ Salary rate and scale increases shall be calculated based on the hourly rate. Single ranking rates shall be calculated based on a thirty-three (33)-year career gain. The rankings of the employment groups are those indicated in table 2 of Appendix "K" subject to the terms and conditions provided in other agreements. The salary structures are those set out in tables 1A to 1E of Appendix "K".

² However, the clauses of the collective agreement related to off-rate or off-scale professionals shall apply.

6-7.05 Period from April 1, 2026 to March 31, 2027

Each rate and salary scale¹ in effect on March 31, 2026 shall be increased by 2.50%², effective April 1, 2026.

6-7.06 Period from April 1, 2027 to March 31, 2028

Each rate and salary scale¹ in effect on March 31, 2027 shall be increased by 3.50%², effective April 1, 2027.

6-7.07 Adjustment Clause

A salary adjustment may apply according to the following terms and conditions:

- As of March 31, 2026, each rate and salary scale³ in force on March 30, 2026, is increased by the percentage variation between the annual average Consumer Price Index in Québec in 2025-2026 and the annual average Consumer Price Index in Québec in 2024-2025, and such variation is reduced by 2.60 percentage points. The increase⁴ cannot be greater than 1.00%.
- As of March 31, 2027, each rate and salary scale³ in force on March 30, 2027, is increased by the percentage variation between the annual average Consumer Price Index in Québec in 2026-2027 and the annual average Consumer Price Index in Québec in 2025-2026, and such variation is reduced by 2.50 percentage points. The increase⁴ cannot be greater than 1.00%.
- As of March 31, 2028, each rate and salary scale³ in force on March 30, 2028, is increased by the percentage variation between the annual average Consumer Price Index in Québec in 2027-2028 and the annual average Consumer Price Index in Québec in 2026-2027, and such variation is reduced by 3.50 percentage points. The increase⁴ cannot be greater than 1.00%.

For each increase previously calculated, if the result is less than 0.05%, the rates of the salary scales shall not be modified.

The salary adjustments set out in the previous paragraphs are applied to the pay and paid retroactively in the 180 days following the publication of the data by Statistics Canada.

For the purposes of the calculations of this clause:

¹ Salary rate and scale increases shall be calculated based on the hourly rate. Single ranking rates shall be calculated based on a thirty-three (33)-year career gain. The rankings of the employment groups are those indicated in table 2 of Appendix "K" subject to the terms and conditions provided in other agreements. The salary structures are those set out in tables 1A to 1E of Appendix "K".

² However, the clauses of the collective agreement related to off-rate or off-scale professionals shall apply.

³ Exceptionally, the collective agreement clauses related to off-rate and off-scale professionals apply. In the case of a salary adjustment pursuant to the adjustment clause, the off-rate and off-scale clauses apply as of March 31 of the period in question compared to the previous March 30 to take into account such an adjustment.

⁴ The increase of the salary rates and scales is calculated based on the hourly rate. Single ranking rates shall be calculated based on a thirty-three (33) year career gain.

The Consumer Price Index in Québec corresponds to the average per fiscal year (April to March) for all products and for which Statistics Canada is the source, Table 18-1 0-0004-01 Consumer Price Index, monthly, seasonally unadjusted;

The variation of the Consumer Price Index is expressed as a percentage and this percentage is rounded to two decimals.

Under no circumstances can the salary adjustment be negative.

6-7.08 Indexation Technique

Salary scale rates shall be expressed on an hourly basis. Where general indexation parameters or other forms of increase in rates or salary scales are to be applied, these shall be applied to the hourly rate and rounded to the nearest cent.

For the purpose of the publication of the collective agreements, the number of weeks to taken into account in the calculation of the annual rate shall be 52.18. The annual rate shall be rounded to the dollar.

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

- When the decimal point is followed by three or more digits, the third and subsequent digits shall be subtracted if the third digit is less than five. If the third digit is equal to or greater than five, the second digit shall be increased and the third and subsequent digits shall be subtracted.

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

- When the decimal point is followed by one or more digits, the first and subsequent digits shall be subtracted if the first digit is less than five. If the first digit is equal to or greater than five, the dollar is increased and the first and subsequent digits are subtracted.

6-7.09 Premiums for Regional Disparities

The premiums for regional disparities are those stated in Appendix “E”.

6-7.10 Additional Remuneration for the Professional with a Master’s or Doctoral Degree

The salary rate of a professional with a master’s degree, successfully completed in a specialization required for the employment group by the classification plan, or related to a specialization required for the employment group by the classification plan, in a recognized institution, is equal to a percentage of 102.5% of his/her salary scale rate, if this individual has been at step 18 for at least one year.

The salary rate of a professional with a doctoral degree, successfully completed in a specialization required for the employment group by the classification plan, or related to a

specialization required for the employment group by the classification plan, in a recognized institution, is equal to a percentage of 105% of his/her salary scale rate, if this individual has been at step 18 for at least two years.

The professional who holds both a master's (graduate studies) and doctoral (postgraduate studies) degree cannot simultaneously benefit from both remunerations provided for in the previous paragraphs.

The additional remuneration is part of the salary as defined in clause 1-1.37.

The College shall inform the professional, the Union and the FPPC-CSQ in writing of the payment of this additional remuneration.

The professional who receives the salary rate provided for in one of the previous paragraphs is not considered as being off-scale.

At the effective date of the 2023-2028 collective agreement, the salary increase provided for in Appendix "L" for professionals classified within the psychologist employment group replaces the additional remuneration provided for in this clause.

Article 6-8.00 – Off-Scale Professionals

6-8.01

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

6-8.02

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

6-8.03

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

6-8.04

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

Article 6-9.00 - Payment of Salaries**Stipulation negotiated and agreed upon at the local level****PAYMENT OF SALARIES****6-9.01**

A professional's salary shall be payable every second (2nd) Thursday, in twenty-six (26) equal instalments. However, if a Thursday is not a working day, payment shall be made to the professional on the last working day preceding said Thursday.

6-9.02

Payments due during the professional's vacation shall be paid as provided for in clause 6-9.01 unless he/she requests another arrangement.

6-9.03

Upon written request from the professional and provided that it is technically possible for the College, the latter may deduct from his/her pay a regular amount for deposit in no more than one financial institution.

6-9.04

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

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

6-9.05

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

6-9.06

A professional who leaves the employ of the College shall maintain his/her right to file a grievance against the application of this article.

Article 6-10.00 - Retention, Responsibility, and Availability Premiums**6-10.01 Retention Premium**

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

6-10.02 Responsibility Premium

A premium equal to five per cent (5%) of his/her salary shall be granted to any professional who is appointed to coordinate and supervise the work of a group of at least four (4) persons.

6-10.03 Availability Premium

The professional required to be available, at the express request of the College, shall receive remuneration of one (1) hour at the hourly rate corresponding to his/her salary scale for each eight (8) hour period he/she is available, paid on a pro rata basis for the time required to be available.

6-10.04 Evening Premium

A professional whose regular work shift starts before 4:00 p.m. and who works the majority of his/her regular workday hours after 4:00 p.m., shall each time receive, in addition to his/her salary, an evening premium for the hours worked after 4:00 p.m.

However, if less than half of his/her regular workday hours are after 4:00 p.m., but go over 6:00 p.m., the premium only applies to hours worked after 6:00 p.m.

The evening premium is equal to four percent (4%) of his/her salary. However, the premium does not apply when the work is done in overtime.¹

Article 6-11.00 - Retroactive Payment**6-11.01**

As retroactive payment due as per the provisions of chapter 6 of the collective agreement, the professional employed by the College between the April 1, 2023 and the date the collective agreement was signed, shall be entitled to the difference between:

- The total remuneration received between April 1, 2023 and the date the collective agreement was signed through the application of the provisions of chapter 6 of the collective agreement, taking into account his/her length of service during this period;
- and

¹ As defined in article 8-2.00 of the collective agreement.

- The total remuneration received during this same period¹.

6-11.02

During the ninety (90) days period following the signing of the collective agreement, the College provides the Union with the list of professionals who have left since April 1, 2023, as well as their last known address.

The professional who has been employed by the College, as a professional, between April 1, 2023 and the date the collective agreement was signed but who is no longer employed by the College on the date that the collective agreement is signed, is entitled to the retroactive payment provided for in clause 6-11.01, based on his/her length of service during this period.

However, this amount is only payable if the professional makes a request to the College in writing within the four (4) month period following receipt by the Union of the list set out in the first (1st) paragraph of this clause.

6-11.03

For the purpose of applying clause 6-11.01, the total remuneration prescribed in the aforementioned clause includes the salary, premiums², as well as any amounts paid for overtime work.

6-11.04

The professional who received salary insurance benefits since April 1, 2023 is subject, for the affected period, to the provisions of clauses 6-11.01, 6-11.02 and 6-11.03, prorated as applicable under the salary insurance plan set out in the 2020-2023 agreement.

6-11.05

The amounts owed as retroactive pay are paid out within ninety (90) days following the signing of this collective agreement in the cases set out in clause 6-11.01. However, when the request is made under clause 6-11.02, the amounts owed are paid within ninety (90) days following the request. In the case of the death of the professional, these amounts shall be paid to his/her legal heirs.

¹ For the employment groups related to research and which came into force in 2024, retroactivity only applies from the moment when the professional makes his/her reclassification request, if it is accepted.

² However, the evening premium comes into force at the date of signature of the collective agreement.

CHAPTER 7 - PROFESSIONAL DEVELOPMENT

Article 7-1.00 - Local Professional Development

7-1.01

- a) An amount of \$300¹ shall be granted to the College for each regular full-time professional and each temporary full-time professional project leader for each fiscal year.
- b) Part of this amount, corresponding in proportion to the number of regular hours worked, shall be granted to the College for each regular part-time professional and each temporary part-time professional project leader.

The amounts set for each fiscal year shall be allocated while respecting the following priority order:

- a) Individual training and professional development, credited or not;
- b) Collective training and professional development;
- c) Training and professional development of digital skills.

7-1.02

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

7-1.03

The balance of the amounts provided for in clauses 7-1.01 and 7-1.02 shall be carried over to the following fiscal year if not spent or committed during the current fiscal year. The balances transferred to the following fiscal year must be allocated while respecting the priority order set out in clause 7-1.01.

Notwithstanding the foregoing, the balances carried over as set out in the first paragraph of clause 7-1.03 is limited to a maximum equivalent to eighty percent (80%) of the total annual amount set out in clauses 7-1.01 and 7-1.02.

However, the balances carried over at the date of signature of the collective agreement is still available to the local committee for professional development so that the committee may use it until it is under the above fixed maximum.

At the close of the fiscal year, any surplus amount carried over is made available to the College, after consulting the local committee for professional development, for the training and professional development of professionals, while respecting the priority order set out in clause 7-1.01.

¹ This amount is allocated to the College starting with the 2024-2025 fiscal year. Before this date, the amount of \$170 continues to apply.

Once a year the College presents to the local professional development committee an assessment of the training and professional development activities stemming from the surpluses.

Stipulation negotiated and agreed upon at the local level

LOCAL PROFESSIONAL DEVELOPMENT

7-1.04

The parties recognize the importance of ensuring the training and professional development of professionals and provide all professionals with tangible opportunities for training and professional development through activities, studies, internships or work which may be useful in the performance of their duties.

7-1.05

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

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

The role of this parity committee shall be:

- a) to receive requests from professionals for professional development, to analyze and manage these requests while taking into account the budget, including the balance transferred and provided for in the first paragraph of clause 7-1.03.
- b) to determine the eligibility requirements of the professional development request, to assess the relevance of the requests and to authorize reimbursement;
- c) to study the professional development needs of professionals;
- d) to take the necessary steps to enable professionals to benefit from all the professional development possibilities available to them;
- e) to produce a quarterly report of the amounts spent and the number of professionals who benefitted;
- f) to participate in the planning of training and professional development activities;
- g) to recommend to the College collective professional development activities and digital skills as set out in clause 7-1.00.

7-1.06

The decisions of the committee provided for in clause 7-1.05 must be made by a majority.

Notwithstanding the foregoing, the committee must plan for:

- a minimum of four (4) meetings per year unless otherwise agreed upon by the parties;
- the production of an annual report of the activities and the amounts spent and carried over, and any surpluses made available to the College for the training and professional development of professionals.

7-1.07

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

7-1.08

The professional who, as authorized by the College, participates in a professional development activity during his/her regular work schedule shall receive the salary he/she would receive if he/she was at work. The regular work schedule of this professional is not modified because of the activity, except for an agreement made between the professional and the College.

7-1.09

The committee shall adopt its own procedural and operating rules other than those set out in the preceding clauses of this article and informs the professionals of the College.

Article 7-2.00 - Decentralization of the Provincial Professional Development Allowance**7-2.01**

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

7-2.02

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

CHAPTER 8 - WORKING CONDITIONS AND BENEFITS

Article 8-1.00 - Workweek and Hours of Work

QUANTA OF WORKING HOURS

8-1.01

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

8-1.02

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

8-1.03

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

The schedules that are likely to be agreed to between the College and the professional include:

- a) Seventy (70) working hours over nine (9) days;
- b) Thirty-five (35) working hours over four (4) days;
- c) Forty (40) working hours a week over forty-two (42) weeks (for a professional entitled to twenty (20) vacation days under clause 8-4.01);
- d) Thirty-five (35) hours of work over five (5) days including fixed and variable timeslots allowing the professional to arrange his/her hours for his/her start time, lunch break, and end time. The terms and conditions of this distribution of the work week are defined in clause 8-1.09;
- e) Thirty-five (35) hours of work over four (4) or five (5) days including at least one evening shift. The terms and conditions of this distribution of the work week are defined in clause 8-1.10;
- f) Any other option to be agreed upon by the professional and the College.

Subject to operational requirements, the College may not refuse a request to distribute hours in a way that differs from the normal workweek.

If the request is refused and if so prompted by the professional, the request shall be discussed within the framework of the procedures provided for in article 4-2.00.

In the case of an agreement between the professional and the College, a copy of the agreement shall be sent to the Union.

Stipulation negotiated and agreed upon at the local level

WORK SCHEDULE

8-1.04

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

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

8-1.05

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

8-1.06

The regular schedule of each professional shall apply at least until the beginning of the following semester, unless there is an agreement between the professional concerned and the College to amend the schedule during the semester in response to the needs of the service or department. The College shall not be bound to inform the professional if his/her schedule remains unchanged for the following semester.

8-1.07

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

8-1.08

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

8-1.09

The distribution of the work week with fixed and variable timeslots as provided for in 8-1.03 d) is established according to the following regulations, subject to the needs of the department:

- a) the work week shall not exceed thirty-five (35) hours over five (5) days;
- b) the work week is from Monday to Friday from 8:00 a.m. to 6:00 p.m.;
- c) the working hours are continuous unless otherwise agreed upon by the professional and the College;
- d) each work day is constituted of two fixed timeslots during which being present at work in mandatory and of variable timeslots;
- e) the fixed timeslots are of two hours and thirty minutes maximum (2h30) and are determined by the College before the beginning of each semester and after consulting the professionals of the department;
- f) the variable timeslots on both sides of the fixed timeslots, are determined daily by the professional in order to arrange his/her hours for his/her start time, lunch break, and end time;
- g) the College reserves its right to put an end to a flexible schedule according to the needs of the department;
- h) despite paragraphs a) and b), the professional can accumulate a maximum surplus or deficit of fourteen (14) hours without prior authorization from his/her immediate supervisor.

The surplus or deficit hours shall be taken during the variable timeslots.

However, it is possible to take the accumulated hours within the fixed timeslots upon agreement with the College and while taking into accounts the needs of the department.

However, any time accumulated or taken shall be computed at the basic hourly rate and by blocks of fifteen (15) minutes minimum.

The professional benefitting from the program may be asked to perform overtime. Overtime is work required by the College and performed by the professional outside of his/her regular scheduled workday or his/her regular work week as defined in clauses 8-1.01 and 8-1.02. For overtime, the terms and conditions set out in the collective agreement apply.

8-1.10

The distribution of the work week as provided for in 8-1.03 e) is established according to the following regulations, subject to the needs of the department:

- a) the work schedule is determined at the beginning of each semester and cannot be modified unless otherwise agreed upon by the professional and the College;

- b) the work week shall not exceed thirty-five (35) hours over four (4) or five (5) days from Monday to Friday;
- c) the timeslot is of ten (10) hours maximum between 8:00 a.m. and 9:00 p.m.;
- d) the working hours are continuous unless otherwise agreed upon by the professional and the College;
- e) the professional who chooses this work arrangement benefits from an evening premium for a day worked past 6:00 p.m. according to the terms and conditions set out in clause 6-10.04;
- f) the College reserves its right to put an end to such work arrangement according to the needs of the department.

Article 8-2.00 - Overtime**QUANTA OF OVERTIME HOURS****8-2.01**

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

8-2.02

Overtime hours are compensated at the regular hourly rate.

Stipulation negotiated and agreed upon at the local level**OVERTIME****8-2.03**

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

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

8-2.04

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

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

Article 8-3.00 - Paid Statutory Holidays**NUMBER OF PAID STATUTORY HOLIDAYS****8-3.01**

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

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

Stipulation negotiated and agreed upon at the local level**PAID STATUTORY HOLIDAYS****8-3.02**

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

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

8-3.03

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

Article 8-4.00 - Annual Vacation**QUANTA OF ANNUAL VACATION****8-4.01**

Every professional with one (1) year and less than fifteen (15) years of service completed as of May 31 of the year in question shall be entitled to twenty (20) working days of paid annual vacation.

Every professional with at least fifteen (15) years of service completed as of May 31, 2024, shall be entitled to the following quanta of annual vacation:

<u>Number of years of service completed</u>	<u>Vacation days</u>
15 years	21 working days
16 years	22 working days
17 years	23 working days
18 years	24 working days
19 years or more	25 working days

8-4.02

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

8-4.03

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

8-4.04

Any accumulation of leave without pay exceeding sixty (60) working days shall reduce the duration of the vacation period as described in clause 8-4.06. However, in accordance with article 8-6.00, maternity leave as provided for in clause 8-6.06 or 8-6.07, and the leaves provided for in clauses 8-6.09, 8-6.18, 8-6.19, 8-6.21, 8-6.22, 8-6.30, 8-6.31 and 8-6.32 shall not affect the duration of the vacation period.

A professional on disability leave who benefits from the salary insurance plan set out in clause 8-11.26 shall have his/her vacation days accumulate as if he or she were at work for a total period of 12 months from the beginning of the disability.

8-4.05

A professional employed by a college on the effective date of this collective agreement who, by virtue of the policy in effect on that date, is entitled to a number of annual vacation days in excess of those to which he/she would be entitled under the provisions of clause 8-4.01, shall continue to be entitled to such vacation days for the duration of the collective

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

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

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

8-4.08

For the purposes of applying clause 8-4.01, when a professional who is hired has previously worked in another college within the college network, his/her completed years of service are counted for the purpose of acquiring vacation time. However, this provision shall only apply when the professional has completed one (1) year of service at the College on May 31 following his/her hiring.

The professional who wished to have his/her years of service recognized, as per the previous paragraph, must provide the College with documents certifying these years of service before March 1.

Stipulation negotiated and agreed upon at the local level**CONDITIONS FOR TAKING VACATIONS****8-4.09**

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

8-4.10

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

8-4.11

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

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

8-4.12

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

8-4.13

Notwithstanding clauses 8-4.11 and 8-4.12, the College may, upon agreement with the Union as provided for in article 4-2.00, completely shut down activities during the vacation period. Such a decision on the part of the College shall be made before May 1 of the year in question.

8-4.14

A professional who is unable to take vacation during the chosen period due to illness, accident or a work accident occurring before the beginning of the vacation period may carry over the vacation period to a later date. However, he/she must notify the College before the date set for the beginning of his/her vacation.

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

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

8-4.15

The conversion of sick leave days with cash surrender value under paragraph d) of clause 8-11.37 to be used as vacation leave is possible, provided there is a prior agreement between the College and the professional regarding the choice of vacation dates.

If an agreement cannot be reached, these converted sick days to be used as vacation leave are cash-convertible at the rate applicable on the previous June 30.

Article 8-5.00 - Social and Family Leave**8-5.01**

A professional shall be granted, upon his/her request to the College or its representative, a leave without loss of pay in the following cases:

- a) his/her wedding or civil union: five (5) consecutive working days, including the day of the wedding or civil union;
- b) the wedding or civil union of his/her father, mother, son, daughter, brother or sister, half brother or half sister: the day of the wedding or civil union;
- c) the death of his/her spouse, child or the child of his/her spouse: five (5) consecutive working days; this leave may be discontinuous and shall be taken within the period starting the day of the death and ending the tenth (10th) day after the funeral;
- d) the death of his/her father, mother, father-in-law, mother-in-law, brother or sister: three (3) consecutive working days; this leave may be discontinuous and shall be taken within the period starting the day of the death and ending the tenth (10th) day after the funeral;
- e) the death of his/her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather or grandmother: one (1) day of mourning or to attend the funeral if the deceased was not living in the professional's home, or three (3) consecutive working days if the deceased was living in the professional's home; in the latter case, the leave may be discontinuous and shall be taken within the period starting the day of the death and ending the tenth (10th) day after the funeral;
- f) the day on which he/she moves;
- g) a quarantine period of whatever length decreed by a competent medical authority;
- h) any other major event (e.g. disaster, fire, theft, flood) or any other urgent, serious and unforeseeable event that requires the professional to take leave from work: the number of days shall be fixed by the College upon agreement with the professional.

In the cases referred to in paragraphs (c), (d) and (e) of this clause, where the death is provided for under the *Act Respecting End-of-Life Care*¹, the professional may take such leave as of the day preceding the death.

¹ CQLR, chapter S-32.0001

8-5.02

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

8-5.03

The professional shall also be entitled to a maximum of five (5) days leave per fiscal year for personal matters other than those provided for in this article. These five (5) days shall be taken in units no shorter than one half (½) day at a time. The professional shall take them as needed from his/her bank of sick days (with or without cash surrender value as he/she chooses) provided for in article 8-11.00 of the collective agreement after notifying the College forty-eight (48) hours before the leave, except in exceptional circumstances.

The professional may take a maximum of two (2) days consecutively out of the five (5) days of the leave.

8-5.04

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

8-5.05 Family Absences

A professional may take time away from work for 10 days per year to fulfill obligations relating to the care, health or education of the professional's child or the child of the professional's spouse, or because of the state of health of the professional's of a close relative¹ or a person for whom the professional acts as a caregiver, as attested by a professional working in the health and social services sector governed by the *Professional Code* (CQLR, chapter C-26).

¹ For the purposes of clauses 8-5.05 and 8-5.06 a) and b), the term "close relative" is limited to the spouse, children, father, mother, brother, sister or grandparents of the professional or his/her spouse, as well as the spouses of these persons, their children and the spouses of their children.

The following shall also be considered a close relative of the professional:

- a person who has acted or is acting as a foster family for the professional or his/her spouse;
- a child for whom the professional or his/her spouse has acted or is acting as a foster family;
- the person who acts as the guardian or tutor or the person under guardianship or tutorship of the professional or his/her spouse;
- a person who has been declared as incompetent and who has appointed the professional or his/her spouse as his/her proxy;
- any other person in respect of whom the professional is entitled to benefits under any law for assistance and care provided by the professional due to the professional's health condition. (See section 79.6.1 of An Act Respecting Labour Standards [CQLR, chapter N 1.1]).

The professional must advise the College of his/her absence as soon as possible¹.

The days used as such, are taken from the professional's annual bank of sick days without cash surrender value. Failing that, they are taken from the professional's annual bank of sick days with cash surrender value, or, failing that, they are without pay. During said absence, the professional shall accumulate seniority and experience.

These days of absence may be divided into half-days.

8-5.06 Family Leave

- a) A professional may take a leave without pay for a period of not more than sixteen (16) weeks over a period of twelve (12) months where he/she must stay with of a relative or a person for whom the professional acts as a caregiver, as attested by a professional working in the health and social services sector governed by the *Professional Code* (chapter C-26), because of a serious illness or a serious accident².

If that relative or person is a minor, the period of absence is a maximum of 36 weeks over a 12-month period².

The professional may extend this leave without pay up to a maximum of one-hundred-and-four (104) weeks in the following cases:

- if a minor child of the professional has a serious and potentially mortal illness, attested by a medical certificate;¹
 - if the professional must stay with his/her minor child who suffered serious bodily injury during or resulting directly from a criminal offence that renders the child unable to carry on his/her regular activities³.
- b) A leave without pay for a period not exceeding twenty-seven (27) weeks over a period of twelve (12) months shall be granted when the professional's presence is required with a parent other than his or her minor child, or with a person for whom the professional acts as a caregiver as attested to by a professional working in the health and social services sector governed by the *Professional Code* (chapter C-26), due to a serious, life-threatening illness, attested to by a medical certificate⁴.

¹ See section 79.7 of An Act Respecting Labour Standards (CQLR, chapter N-1.1).

² See section 79.8 of An Act Respecting Labour Standards (CQLR, chapter N 1.1))

³ See section 79.8 of An Act Respecting Labour Standards (CQLR, chapter N 1.1)

⁴ See section 79.9 of An Act Respecting Labour Standards (CQLR, chapter N 1.1)

- c) A leave without pay for a period of not more than one hundred and four (104) weeks is granted to the professional if his/her minor child has disappeared. If the child is found before the expiry of the period of absence, that period shall end on the eleventh (11th) day that follows the day on which the child is found¹.
- d) A leave without pay for a period of no more than one hundred and four (104) weeks shall be granted to the professional if his/her minor child dies².
- e) A leave without pay for a period of no more than one hundred and four (104) weeks is granted to the professional if his/her spouse, father, mother or adult child commits suicide³.
- f) A leave without pay for a period of not more than one-hundred-and-four (104) weeks may be granted if the death of the professional's spouse or adult child occurs during or results directly from a criminal offence⁴.
- g) A leave without pay for a period of up to twenty-six (26) weeks in a twelve (12) month period shall be granted to a professional who is a victim of spousal or sexual violence⁵.

For all the leaves provided for in this clause, the professional must advise the College as soon as possible and state the reasons for his/her absence. Upon request, when this is warranted, he/she must provide a document attesting to those reasons.

Further, the provisions of sections 79.13 to 79.16 of An Act Respecting Labour Standards (CQLR, chapter N-1.1) apply to the leaves provided for in this clause.

During any of the leaves provided in this clause, the provisions of clauses 8-6.51 and 8-6.52 apply.

¹ See section 79.10 of An Act Respecting Labour Standards (CQLR, chapter N 1.1)

² See section 79.10.1 of An Act Respecting Labour Standards (CQLR, chapter N 1.1)

³ See section 79.11 of An Act Respecting Labour Standards (CQLR, chapter N 1.1)

⁴ See section 79.12 of An Act Respecting Labour Standards (CQLR, chapter N 1.1)

⁵ See section 79.1 of An Act Respecting Labour Standards (CQLR, chapter N 1.1)

Article 8-6.00 - Parental Rights**SECTION I - GENERAL PROVISIONS****8-6.01**

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

Maternity, paternity and adoption indemnities shall, however, be paid only during those weeks for which the professional receives, or would receive upon request, QPIP or EIP Insurance benefits.

In cases where the professional shares the adoption or parental benefits provided by the QPIP or the EIP with his/her spouse, the indemnities shall be paid only if the professional actually receives benefits from one of these plans during the maternity leave provided for in clause 8-6.06 or 8-6.07, the paternity leave provided for in clause 8-6.22 or the adoption leave provided for in clause 8-6.32.

8-6.02

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

8-6.03

The College shall not reimburse the professional for amounts he/she might be required to pay either by the Minister of Employment and Social Solidarity under An Act Respecting Parental Insurance (CQLR, chapter A-29.011) or by Employment and Social Development Canada (ESDC) under the Employment Insurance Act (S.C.1996, c. 23).

8-6.04

The basic weekly salary¹, deferred weekly salary and severance payments shall not be increased or decreased by the amounts received under the QPIP or the EIP.

8-6.05

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

For the purposes of clauses 8-6.18 and 8-6.48, the term "position" shall also include positions held by temporary professionals.

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

SECTION II - MATERNITY LEAVE**8-6.06**

A pregnant professional who is eligible for the QPIP shall be entitled to twenty-one (21) weeks of maternity leave which, subject to clause 8-6.10 or 8-6.11, must be taken consecutively.

A pregnant professional who is eligible for the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 8-6.10 or 8-6.11, must be taken consecutively.

A pregnant professional who is not eligible for either of these plans shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 8-6.10 or 8-6.11, must be taken consecutively.

A professional who becomes pregnant while on leave without pay or on part-time leave without pay, as provided for in this article, shall also be entitled to maternity leave and to the indemnities provided for in clauses 8-6.13, 8-6.14 and 8-6.16, as the case may be.

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

During the leave provided for in this clause, the professional shall enjoy the benefits set out in clause 8-6.50.

8-6.07

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

During the leave provided for in this clause, the professional shall enjoy the benefits set out in clause 8-6.50.

8-6.08

A professional who is eligible for the QPIP shall determine what portions of her maternity leave she will take before and after the delivery. This leave shall be taken simultaneously with the period of benefits awarded under An Act Respecting Parental Insurance (CQLR, chapter A-29.011) and shall begin no later than the week following the first instalment of benefits under the QPIP.

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

8-6.09 Extension of Maternity leave

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

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

During these extensions, the professional shall be deemed to be on leave without pay and shall not receive any indemnities or benefits from the College. During these periods, the professional shall be covered by clause 8-6.50 for the first six (6) weeks and by clause 8-6.51 after that.

8-6.10 Interruption of Maternity Leave

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

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

8-6.11 Discontinuous Maternity Leave

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

1. If the child is hospitalized: the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of weeks of this hospitalization;
2. If the professional is on leave because of an accident or illness that is unrelated to the pregnancy: the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of full weeks the professional is disabled, up to a maximum of twenty-six (26) weeks over a twelve (12) month period.¹

However, the maximum number of weeks during which the leave is interrupted is one-hundred-and-four (104) weeks if the professional has suffered serious bodily injury during or resulting directly from a criminal offence that renders the professional 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 offence¹.

¹ Absence without pay as per article 79.1 of An Act Respecting Labour Standards (CQLR, chapter N-1.1).

3. If the professional is on leave because of a situation covered by section 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, based on the provisions of clause 8-5.06.

During an absence due to a discontinuous leave provided for in this clause, the professional shall be deemed to be on leave without pay and shall not receive any indemnities or benefits from the College. The professional shall enjoy the benefits set out in clause 8-6.51.

8-6.12

When the maternity leave interrupted or discontinued under clause 8-6.10 or 8-6.11 resumes, the College shall pay the professional 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 8-6.13, 8-6.14 and 8-6.16, subject to clause 8-6.01.

8-6.13 Cases Eligible for the QPIP

A professional who has accumulated twenty (20) weeks of service¹ and who is entitled to benefits under the QPIP, shall receive for the twenty-one (21) weeks of her maternity leave, an indemnity calculated with the following formula²:

1° by adding:

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

and,

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

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

This indemnity is based on the QPIP benefits to which a professional 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).

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

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

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

When the professional works for more than one 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 paragraph 1° of the first (1st) subparagraph and the amount of the QPIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the professional shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the Act Respecting Parental Insurance (CQLR, chapter A-29.011).

8-6.14 Cases Eligible for the EIP

A professional who has accumulated twenty (20) weeks of service¹ and who is eligible for benefits under the EIP, but not eligible for the QPIP, shall be entitled to receive for the twenty (20) weeks of her maternity leave, an indemnity calculated according to the following formula²:

A) for each week of the waiting period provided for in the EIP, an indemnity calculated with the following formula²:

- by adding:

a) the amount representing 100% of the professional's basic weekly salary up to \$225;

and,

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

B) for each week following the period set out in paragraph A), an indemnity calculated with the following formula:

1° by adding:

a) the amount representing 100% of the professional's basic weekly salary up to \$225;

and,

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

¹ The absent professional accumulates service if her absence is authorized, in particular for disability, and includes a benefit or a salary.

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

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

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

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

When the professional works for more than one 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 B) and the amount of the Employment Insurance 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 professional shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable by ESDC.

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

8-6.15

In the cases provided for in clauses 8-6.13 and 8-6.14, the College cannot, in the indemnity it pays out to a professional on maternity leave, compensate for the reduction in benefits from the QPIP or the EIP attributable to remuneration from another employer.

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

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

The total amount received by the professional during the maternity leave in QPIP or EIP benefits, indemnity and remuneration shall not exceed the gross amount established by the calculation formula set out in paragraph 1° of the first (1st) subparagraph set out in clause 8-6.13 and in subparagraph 1° of paragraph B) set out in clause 8-6.14, if applicable.

This formula shall be applied to the total basic weekly salary paid by the College or, if applicable, by the various employers.

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

A professional who is not entitled to the benefits of the QPIP or to the benefits of the EIP shall also be excluded from any indemnities provided for in clauses 8-6.13 and 8-6.14.

However, a professional who has accumulated twenty (20) weeks of service¹ shall be 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 professional's basic weekly salary up to \$225;
- and,
- b) the amount representing 88% of the difference between the professional's basic weekly salary and the amount established in the preceding paragraph a).

The total amounts received by the professional during her maternity leave in QPIP or EIP, in benefits or salary, cannot however exceed the gross amount established by the benefit calculation formula set out in paragraph 1° of the first (1st) subparagraph in clause 8-6.13 and in subparagraph 1° of paragraph B) in clause 8-6.14. The formula shall be applied to the total basic weekly salary paid by the College or, if applicable, of the various employers.

8-6.17

The maternity leave may be less than twenty-one (21) weeks or twenty (20) weeks depending on the case. If the professional returns to work within two (2) weeks following the birth of her child, she shall produce, upon the College's request, a medical certificate attesting to her ability to return to work.

SECTION III - SPECIAL PREGNANCY AND NURSING LEAVE**8-6.18 Interim Assignment and Special Leave**

A professional may request an interim assignment to another position that is vacant or temporarily without an incumbent in the same employment group or, with the professional's consent, in another employment group, in the following cases:

- she is pregnant and her working conditions entail risks of infectious disease or physical danger to herself or her unborn child;
- her working conditions entail risks to the child she is nursing;

¹ The absent professional accumulates service if her absence is authorized, in particular for disability, and includes a benefit or a salary.

- she works regularly in front of a cathode-ray screen.

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

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

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

If she is not immediately reassigned, the professional shall be entitled to special leave beginning immediately. Unless an interim assignment occurs subsequently to put an end to this special leave, it shall continue for the pregnant professional until her date of delivery, and for the nursing professional until the end of the nursing period. However, for professionals eligible for benefits under An Act Respecting Parental Insurance (CQLR, chapter A-29.011), the special leave shall end the fourth (4th) week before the due date.

During the special leave provided for in this clause, indemnity is governed by the provisions of the Act Respecting Occupational Health and Safety (CQLR, chapter S-2.1) concerning the preventive withdrawal of pregnant or nursing workers.

However, upon the professional's written request, the College shall pay the professional an advance on the forthcoming indemnity, based on payments that can be anticipated. If the CNESST pays the anticipated indemnity, the College shall be reimbursed accordingly. If not, the College shall be reimbursed at the rate of ten percent (10%) of the salary payable per pay period, until the debt is paid off. However, if the professional exercises her right to request a review of the CNESST's decision or to contest such decision before the TAT, reimbursement shall be payable only once the CNESST's administrative review decision or that of the TAT, as the case may be, is rendered.

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

8-6.19 Other Special Leave

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

- a) when complications arise during pregnancy or there is a sufficient risk of miscarriage for the professional to be required to stop work temporarily for the period specified in a medical certificate, this special leave may not extend beyond the beginning of the fourth (4th) week prior to the due date;

- b) upon presentation of a medical certificate prescribing the duration of the leave, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week prior to the due date;
- c) for visits to a health care professional that are related to the pregnancy, with a supporting medical certificate or a written report signed by a midwife.

8-6.20

For visits provided for in paragraph c) of clause 8-6.19, the professional shall be granted a special leave with pay of no more than five (5) days. This special leave may be taken in half-days.

During special leave granted under this section, the professional shall enjoy the benefits provided for in clause 8-6.50, provided she is normally entitled to them, and those provided for in clause 8-6.52. A professional covered by clause 8-6.19 may also avail herself of the benefits of the sick leave or salary insurance plan. In cases provided for in paragraph c) of clause 8-6.19, the professional shall first avail herself of the five (5) days mentioned in the previous paragraph.

SECTION IV - PATERNITY LEAVE**8-6.21**

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

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

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

This leave is preceded, as soon as possible, by a notice by the professional to the College.

During the leave provided for in this clause, the professional shall enjoy the benefits set out in clause 8-6.50.

8-6.22

Upon the birth of his/her child, a professional whose spouse delivers a child shall also be entitled to paternity leave of no more than five (5) weeks, which, subject to clauses 8-6.24 and 8-6.25, must be taken consecutively. This leave must end no later than at the end of the seventy-eighth (78th) week following the week of the child's birth.

For the professional who is eligible for the QPIP, this leave shall be taken simultaneously with the period during which paternity benefits are paid in accordance with the Act

Respecting Parental Insurance and must begin no later than the week following the start of these benefits. The same rules apply for a professional eligible for benefits according to the EIP by making the necessary adjustments.

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

During the leave provided for in this clause, the professional shall enjoy the benefits set out in clause 8-6.50.

8-6.23 Extension of Paternity Leave

A professional who sends the College, before the expiry date of his/her paternal leave provided for in clause 8-6.22, a written notice accompanied by a medical certificate attesting to the fact that his/her child's state of health so requires, shall be entitled to an extension of his/her paternity leave. The duration of this extension shall be as indicated in the medical certificate.

During this extension, the professional shall be deemed to be on leave without pay and shall receive no indemnity or benefit from the College. In this case, the professional shall be covered by clause 8-6.51.

8-6.24 Interruption of Paternity Leave

When the child is hospitalized, the professional may interrupt his/her paternity leave provided for in clause 8-6.22, upon agreement with the College, and return to work for the duration of the hospitalization.

8-6.25 Discontinuous Paternity Leave

Upon the professional's request, the paternity leave provided for in clause 8-6.22 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

1. If the child is hospitalized: the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of weeks of this hospitalization;
2. If the professional is on leave because of an accident or illness: the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of full weeks the professional is disabled, up to a maximum of twenty-six (26) weeks over a period of twelve (12) months¹.

However, the maximum number of weeks during which the leave is interrupted is one-hundred-and-four (104) weeks if the professional has suffered serious bodily injury during or resulting directly from a criminal offence that renders the professional unable to hold his/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

¹ Absence without pay, as per article 79.1 of the Act Respecting Labour Standards (CQLR, chapter. N-1.1).

not end later than one-hundred-and-four (104) weeks after the commission of the criminal offence¹.

3. If the professional 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, according to the provisions of clause 8-5.06.

During an absence due to a discontinuous leave provided for in this clause, the professional shall be deemed to be on leave without pay and shall not receive any indemnities or benefits from the College. The professional shall enjoy the benefits set out in clause 8-6.51.

Besides the cases mentioned in this clause, the leave provided for in clause 8-6.32 can be divided into weeks if so requested by the professional and consented to by the College.

8-6.26

When the paternity leave interrupted or discontinued under clause 8-6.24 or 8-6.25 resumes, the College shall pay the professional any indemnities to which he/she would have been entitled had he/she not interrupted or broken down his/her leave, for the number of weeks remaining under clause 8-6.22, subject to clause 8-6.01.

Case Eligible for the QPIP or EIP

8-6.27

During the paternity leave provided for in clause 8-6.22, the professional who has completed twenty weeks of service¹, shall receive an indemnity equal to the difference between his/her basic weekly salary and the amount of benefits he/she is receiving, or would receive upon request, under the QPIP or under the EIP.

This indemnity shall be based on the QPIP or EIP benefits to which the professional 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 the EIP.

However, if a change is made to the amount of the benefits granted under the QPIP or EIP following a change in the information provided by the College, the indemnity amount is adjusted accordingly.

When the professional 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 professional shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefits payable under An Act Respecting Parental Insurance (CQLR, chapter A-29.011) or the EIP.

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

8-6.28

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

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

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

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

8-6.29 Cases Ineligible for Both the QPIP and the EIP

A professional who is not entitled to paternity benefits under the QPIP or parental benefits under the EIP shall receive, during the paternity leave provided for in clause 8-6.22, an indemnity equal to his/her basic weekly salary, if the professional has completed twenty (20) weeks of service¹.

SECTION V - ADOPTION LEAVE AND LEAVE FOR ADOPTION PURPOSES**8-6.30**

A professional who adopts a child other than his/her spouse's child shall be entitled to a maximum of five (5) working days of leave with pay.

This leave may be broken down and may not be taken after fifteen (15) days have elapsed following the child's arrival at home² or with the parent with a view to its adoption.

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

This leave is preceded, as soon as possible, by a notice from the professional to the College.

During the leave provided for in this clause, the professional shall enjoy the benefits set out in clause 8-6.50.

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

² For the application of clauses 8-6.30 and 8-6.32, the arrival of the child is recognized if the following two conditions are fulfilled: the child has physically arrived in the home or has been entrusted to the parent, and the parent has the intention to adopt the child. The professional must provide to his/her employer proof of his/her intention to adopt. This proof may vary according to the type of adoption and according to the requirements of the QPIP or EIP.

8-6.31

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

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

This leave is preceded, as soon as possible, by a notice from the professional to the College.

During the leave provided for in this clause, the professional shall enjoy the benefits set out in clause 8-6.50.

8-6.32

A professional who adopts a child other than his/her spouse's child shall be entitled to a maximum of five (5) weeks of adoption leave, which, subject to clauses 8-6.34, and 8-6.35, shall be taken consecutively. This leave must end no later than at the end of the seventy-eighth (78th) week following the week the child arrives at home.

For a professional who is eligible for the QPIP, this leave shall be taken simultaneously with the period during which exclusive adoption benefits are paid in accordance with the Act Respecting Parental Insurance and must begin no later than the week following the start of such benefits. The same rules apply for a professional eligible for benefits according to the EIP by making the necessary adjustments.

For a professional who is not eligible for the QPIP or EIP, the leave must be taken after the arrival of the child in the home or after the child has been entrusted to the parent with a view to its adoption.

During the leave provided for in this clause, the professional shall enjoy the benefits set out in clause 8-6.50.

8-6.33 Extension of Adoption Leave

A professional who sends the College, before the expiry date of his/her adoption leave provided for by clause 8-6.32, a written notice accompanied by a medical certificate attesting to the fact that his/her child's state of health so requires, shall be entitled to an extension of his/her adoption leave. The duration of this extension shall be as indicated in the medical certificate.

During this extension, the professional shall be deemed to be on leave without pay and shall receive no indemnity or benefit from the College. During this period, the professional shall be covered by clause 8-6.51.

8-6.34 Interruption of Adoption Leave

When the child is hospitalized, the professional may interrupt his/her adoption leave as provided for in clause 8-6.32, upon agreement with the College, and return to work for the duration of the hospitalization.

8-6.35 Discontinuous Adoption Leave

Upon the professional's request, the adoption leave provided for in clause 8-6.32 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

- 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;
- if the professional is on leave because of an accident or illness: the maximum number of weeks of interruption of adoption leave shall be equivalent to the number of full weeks the professional is disabled, up to a maximum of twenty-six (26) weeks over a period of (12) months¹;

However, the maximum number of weeks during which the leave is interrupted is one-hundred-and-four (104) weeks if the professional has suffered serious bodily injury during or resulting directly from a criminal offence that renders the professional unable to hold his/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 offence¹.

- if the professional 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 adoption leave shall be equivalent to the number of full weeks the situation lasts, according to the provisions of clause 8-5.06.

During an absence due to a discontinuous leave provided for in this clause, the professional shall be deemed to be on leave without pay and shall not receive any indemnity or benefits from the College. The professional shall enjoy the benefits set out in clause 8-6.51.

Besides the cases mentioned in this clause, the leave provided for in clause 8-6.32 can be broken down into weeks if so requested by the professional and consented to by the College.

8-6.36

When the adoption leave interrupted or discontinued under clause 8-6.34 and 8-6.35 resumes, the College shall pay the professional any indemnities to which he/she would have been entitled had he/she not interrupted or broken down his/her adoption leave, for the number of weeks remaining under clause 8-6.32, subject to clause 8-6.01.

¹ Absence without pay, as per article 79.1 of the Act Respecting Labour Standards (CQLR, chapter N-1.1).

8-6.37 Cases Eligible for the QPIP or the EIP

During the adoption leave provided for in clause 8-6.32, the professional who has completed twenty (20) weeks of service¹ shall receive indemnity equal to the difference between his/her basic weekly salary and the amount of benefits he/she is receiving, or would receive upon request, under the QPIP or the EIP.

This indemnity shall be based on the QPIP or EIP benefits to which the professional 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 the EIP.

However, if a change is made to the amount of the benefits granted under the QPIP or the EIP following a change in the information provided by the College, the indemnity amount is adjusted accordingly.

When the professional 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 professional shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefits payable under An Act Respecting Parental Insurance (CQLR, chapter A-29.011) or the EIP.

8-6.38

The College may not, in the indemnity it pays out to a professional on adoption leave, compensate for the reduction in benefits from the QPIP or EIP attributable to remuneration from another employer.

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

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

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

8-6.39 Cases Ineligible for Both the QPIP and the EIP

A professional who is not entitled to adoption benefits under the QPIP or parental benefits under the EIP who adopts a child other than the child of his/her spouse shall receive, during

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

the adoption leave provided for in clause 8-6.32, an indemnity equal to his/her basic weekly salary, if the professional has completed twenty (20) weeks of service¹.

8-6.40 Leave Without Pay for the Purposes of Adoption

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

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

However, the adoption leave shall end no later than the week following the start of QPIP benefits and the provisions of clause 8-6.32 shall apply.

During such leave, the professional shall enjoy the same benefits as those for leave without pay or part-time leave without pay set out in clause 8-6.51.

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

8-6.41

a) A professional is entitled to one of the following leaves:

- a leave without pay for no more than two (2) years immediately following the maternity leave is granted to the professional to extend a maternity leave provided for in clause 8-6.06 or 8-6.07;
- a leave without pay for two (2) years immediately following the paternity leave to extend a paternity leave provided for in clause 8-6.22. However, the duration of the leave must not exceed the 125th week following birth;
- a leave without pay for two (2) years immediately following the adoption leave to extend an adoption leave provided for in clause 8-6.32. However, the duration of the leave must not exceed the 125th week following the child's arrival at home.

A full-time professional who does not take this leave without pay shall be entitled to a part-time leave without pay over a maximum period of two (2) years. However, the duration of the leave must not exceed the 125th week following the child's birth or arrival at home.

For the duration of this leave, the professional shall be authorized, following a written request to this effect submitted to the College at least twenty (20) days in advance, to avail himself/herself one (1) time only of one of the following changes:

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

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

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

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

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

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

- b) A professional who does not take the leave provided for in paragraph a) is entitled, following his/her child's birth or adoption, to a leave without pay for no more than sixty-five (65) continuous weeks, beginning at the time the professional chooses and ending no later than seventy-eight (78) weeks after the birth or, in the case of an adoption, seventy-eight (78) weeks after he/she takes charge of the child.

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

8-6.42 Discontinuous Leave Without Pay

Before the expiry of the sixty-five (65) first weeks of his/her full-time leave without pay, the professional may break down his/her leave according to the provisions of clause 8-6.11 by making the necessary adjustments.

During an absence following a discontinuous leave provided for in this clause, the professional shall be deemed to be on leave without pay and shall not receive any indemnities or benefits from the College. The professional enjoys the benefits provided for in clause 8-6.51 during this period.

Besides the cases mentioned in clause 8-6.11, before the expiry of the first sixty-five (65) weeks of his/her full-time leave without pay, the professional can break down his/her leave into weeks if so requested by the professional and consented to by the College.

8-6.43 Leave for Parental Responsibilities

Following written notice to the College twenty (20) working days in advance, leave without pay or part-time leave without pay of up to one (1) year shall be granted to a professional whose minor child is experiencing socioaffective development problems, or has a physical handicap or a prolonged illness and whose condition requires the professional's presence.

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

SECTION VII - VARIOUS PROVISIONS**CALCULATING AND PAYING THE INDEMNITY****8-6.44**

For the purpose of calculating and paying the maternity leave indemnity provided for in clause 8-6.13, clause 8-6.14, or clause 8-6.16, the paternity leave provided for in clause 8-6.27 or clause 8-6.29, and the adoption leave provided for in clause 8-6.37 or clause 8-6.39, the following provisions apply:

- a) No indemnity shall be paid during vacation periods for which the professional receives remuneration.
- b) Unless the professional is paid weekly, the indemnity shall be paid every two (2) weeks, the (1st) instalment to be paid, in the case of an professional eligible for QPIP or EIP benefits, fifteen (15) days after the College has received proof that the professional is receiving benefits from these plans. For the purposes of this paragraph, proof shall consist of a statement of benefits and information provided by the Ministère de l'Emploi et de la Solidarité sociale or by ESDC in an official statement.
- c) In the case of a maternity leave only, service shall be calculated for all public and parapublic sector employers (public service, education, health and social services), the integrated health and social services centres (CISSS), the integrated universities health and social services centres (CIUSSS), and the agencies for which standards and rates of remuneration are determined by law in accordance with the conditions defined by the Government Appendix "I", the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires, and any other agency appearing in Schedule C of the Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors (CQLR, chapter R-8.2).

Moreover, the requirement of twenty (20) weeks of service under clauses 8-6.13, 8-6.14, 8-6.16, 8-6.27, 8-6.29, 8-6.37 and 8-6.39 shall be deemed to be satisfied, if applicable, if the professional has satisfied this requirement with one or the other of the employers mentioned in this paragraph.

- d) The basic weekly salary of a part-time professional shall be his/her average basic weekly salary for the twenty (20) weeks preceding his/her maternity, paternity or adoption leave.

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

In addition, any period during which a professional on special leave provided for in clause 8-6.18 is not receiving any indemnities from the CNESST shall be excluded for the purposes of calculating his/her average basic weekly salary.

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

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

- e) When a regular non-tenured professional is laid off, the leave indemnity to which he/she is entitled under the collective agreement and which is paid by the College, shall end on the date of the layoff.

Subsequently, if this professional is rehired as a result of his/her job priority under clause 5-3.02 or 5-3.06, the leave indemnity shall be re-established as of the date of the rehiring.

In this case, the weeks for which the professional received the leave indemnity and the weeks during the layoff period shall be deducted from the number of weeks to which the professional is entitled, and the leave indemnity shall be re-established for the number of weeks remaining.

8-6.45

A professional who receives a premium for regional disparities under this collective agreement shall continue to receive such benefits during maternity leave, as provided for in clause 8-6.06 or 8-6.07, paternity leave as provided for in clause 8-6.22, or adoption leave as provided for in clause 8-6.32.

NOTICES AND ADVANCE NOTICES

8-6.46

To obtain maternity leave provided for in clause 8-6.06, a professional must give the College written notice at least two (2) weeks before the beginning of the leave. This notice must be

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

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

8-6.47

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

A professional who receives the above notice shall report to work at the expiry of her maternity leave, unless she takes a leave without pay under clause 8-6.48.

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

8-6.48

The paternity leave provided for in 8-6.22, the adoption leave provided for in clause 8-6.32, and the full-time leave without pay provided for in clause 8-6.41 shall be granted upon written request submitted at least three (3) weeks in advance, which must specify the return-to-work date. In the case of a paternity leave, this time limit can be less if the birth takes place before the due date.

A professional shall report to work at the expiry of his/her paternity leave provided for in 8-6.22 or adoption leave provided for in clause 8-6.32, unless he/she takes a leave without pay under this clause.

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

Part-time leave without pay shall be granted upon written request submitted at least thirty (30) days in advance, which must specify the return-to-work date.

The request shall also indicate the schedule of the leave in relation to the professional's position. When a full-time professional takes a part-time leave without pay, if the College does not agree on the number of days of leave per week, the professional shall be entitled to a maximum of two and a half (2½) days of leave per week or the equivalent, for a maximum of two (2) years. When a part-time professional takes a part-time leave without pay, the parties shall agree upon the schedule of the leave.

8-6.49

A professional who has been notified four (4) weeks in advance by the College of the date of expiry of his/her leave without pay provided for in clause 8-6.41 shall give advance notice of his/her return to work at least two (2) weeks before expiry of the said leave. Failing to return to work at the expected return date, the professional shall be deemed to have resigned.

A professional who wishes to end his/her leave without pay provided for in clause 8-6.41 before its scheduled expiry shall give written notice of his/her intent to return to work at least twenty-one (21) days in advance. In the case of a leave without pay exceeding sixty-five (65) weeks, such notice shall be submitted at least thirty (30) days in advance.

BENEFITS**8-6.50**

During maternity leave provided for in clause 8-6.06 or 8-6.07 and for the first six (6) weeks of an extension provided for in clause 8-6.09, during the paternity leave provided for in clauses 8-6.21 and 8-6.22, and during the adoption leave provided for in clauses 8-6.30, 8-6.31 and 8-6.32, the professional shall enjoy the following benefits, provided he/she is normally entitled to them:

- life insurance;
- health insurance, if he/she pays his/her portion of the premiums;
- accumulation of vacation time or payment of compensatory amounts;
- accumulation of sick days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for the purpose of obtaining job tenure;
- the right to apply for a posted position and to obtain it in accordance with the provisions of the collective agreement as if he/she were at work.

The professional may postpone up to four (4) weeks of annual vacation if such vacation falls during her maternity leave and if she sends written notice to the College two (2) weeks before the expiry of her maternity leave, indicating the new vacation dates.

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

8-6.51

During leave without pay provided for in clauses 8-6.09 (for a leave exceeding six (6) weeks), 8-6.11, 8-6.23, 8-6.25, 8-6.33, 8-6.35, 8-6.40, 8-6.41 and 8-6.42, the professional shall accumulate seniority, retain job experience and continue to participate in the applicable basic health insurance plan by paying his/her portion of the premium for the first sixty-five (65) weeks of leave and all premiums for the remainder of the leave. Moreover, he/she may continue to participate in applicable supplemental insurance plans, provided he/she so requests at the beginning of the leave and pays all premiums.

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

Notwithstanding the previous paragraphs, the professional shall accumulate experience for the purposes of determining his/her salary rate, for the first sixty-five (65) weeks of leave without pay or part-time leave without pay.

8-6.52

Upon return from maternity leave provided for in clauses 8-6.06 and 8-6.07, paternity leave provided for in clauses 8-6.21 and 8-6.22, adoption leave provided for in clauses 8-6.30, 8-6.31 and 8-6.32, adoption leave without pay provided for in clause 8-6.40, or leave without pay or part-time leave without pay provided for in clause 8-6.41, the professional shall resume his/her duties and, if applicable, his/her position.

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

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

8-6.53

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

8-6.54

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

Article 8-7.00 - Leave Without Pay

SPECIAL PROVISIONS

8-7.01

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

8-7.02

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

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

8-7.03

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

Stipulation negotiated and agreed upon at the local level

LEAVE WITHOUT PAY

8-7.04

After giving the College a written notice of ten (10) working days in the case of a leave of one (1) month or less and a written notice of forty-five (45) working days in the case of a leave of more than one (1) month, the professional who has five (5) years of seniority at the beginning of the planned leave of absence, may, according to the following terms and conditions, take a leave without pay once per period of five (5) years.

However, when the leave is used for temporary employment with another employer, excluding another college in the network, the professional must have acquired at least seven (7) years of seniority at the time the leave is scheduled to begin.

The College may not deny a request for a leave without pay without reasonable grounds. Any subsequent request must be agreed upon by the College and the professional.

At the professional's request, his/her application for leave without pay shall be discussed in accordance with the procedures provided for in article 4-2.00.

In all cases, the conditions for the start of the leave and the return to work shall be agreed upon between the professional concerned and the College.

8-7.05

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

8-7.06

The duration of the leave without pay may not last longer than twelve (12) months.

Any extension of such leave may be authorized upon agreement between the professional in question and the College. However, the maximum length of the leave is two (2) years.

8-7.07

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

8-7.08

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

Article 8-8.00 - Leave for Professional Activities**Stipulation negotiated and agreed upon at the local level****8-8.01**

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

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

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

8-8.02

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

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

The professional's duties shall be arranged or reduced accordingly.

8-8.03

If the professional who takes a leave under this article receives remuneration or fees for his/her activities, the College may require that the organization in question give to the College said remuneration or fees up to the value of the professional's salary for the corresponding period.

However, in the cases provided for in clause 8-8.01, the College may not require such reimbursement when the duration of the leave is less than one (1) day.

Article 8-9.00 - Leave to Hold Public Office**8-9.01**

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

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

8-9.02

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

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

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

8-9.03

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

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

8-9.04

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

8-9.05

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

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

8-9.06

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

Article 8-10.00 - Evaluation of Professional Activities**8-10.01**

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

8-10.02

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

8-10.03

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

Article 8-11.00 - Life, Health and Salary Insurance Plans**I - GENERAL PROVISIONS****8-11.01**

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

- a) any full-time or part-time professional whose regular workweek is seventy-five per cent (75%) or more of a full-time schedule: in this case, the College shall pay its full contribution;
- b) any part-time professional whose workweek is less than seventy-five per cent (75%) of a full-time schedule: in this case, the College shall assume half of the contribution payable for full-time professionals; the professional in question shall pay the remainder as well as his/her own contribution;

- c) any professional on authorized leave without pay who wishes to take advantage of these plans: he/she shall pay all premiums in accordance with the terms and conditions agreed upon by the professional and the College provided that the master policies so permits.

8-11.02

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

- a) Spouse: as defined in clause 1-1.09.

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

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

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

8-11.03

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

This rehabilitation period may not exceed three (3) consecutive months. Exceptionally, the College and the professional may agree on a rehabilitation period that may exceed three (3) consecutive months for a single disability but without, however, exceeding

¹ As defined in a government regulation

six (6) consecutive months. The rehabilitation period may not have the effect of extending the periods of full or partial payment of benefits beyond one hundred four (104) weeks for the same disability.

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

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

c) Temporary assignment to professional duties

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

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

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

d) Disability also refers to any incapacity resulting from hospitalization for an operation, or from an operation performed in a doctor's office for purposes of family planning.

8-11.04

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

8-11.05

A period of disability resulting from a self-inflicted illness or injury on the part of the professional, alcoholism or drug addiction, active participation in any riot, insurrection, or

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

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

8-11.12

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

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

8-11.13

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

8-11.14

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

8-11.15

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

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

8-11.22

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

8-11.23

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

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

8-11.24

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

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

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

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

8-11.25

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

- the professional's contributions to the plan and the College's corresponding contribution be determined excluding any cost resulting from the extension of coverage to retired professionals;

- all disbursements, contributions and rebates pertaining to retired professionals be recorded separately and any additional contribution payable by the professionals for the aforesaid extension to retired professionals be clearly identified as such.

V- SALARY INSURANCE PLAN

8-11.26

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

- 1) up to the lesser of the number of accumulated days of sick leave or five (5) working days: payment of a benefit equivalent to the salary he/she would have received had he/she been at work;
- 2) upon termination of the benefit payment provided for in the previous paragraph, if applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: payment of a benefit equal to eighty-five per cent (85%) of his/her salary;
- 3) upon the expiry of the above-mentioned period of fifty-two (52) weeks and for an additional period of up to fifty-two (52) weeks: payment of a benefit equal to sixty-six and two thirds per cent (66 2/3%) of his/her salary;
- 4) upon the expiry of the above-mentioned period of one hundred four (104) weeks: the use of accumulated days of sick leave with or without cash surrender value.

8-11.27

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

For any period of disability, the professional shall accumulate his/her experience for the purpose of advancement in step.

8-11.28

As long as benefits remain payable, including any waiting periods, a disabled professional shall continue to participate in the government and public employees' retirement plan (RREGOP), the teachers' pension plan (TPP) or the public service employees' retirement plan (RRF), as the case may be, and to benefit from the insurance plans. However, he/she must pay the required contributions, except that, upon termination of the payment of the benefit provided for in the first paragraph of clause 8-11.26, he/she shall benefit from a waiver of his/her contributions to his/her retirement plan (RREGOP, RRE or RRF) without loss of rights. Provisions relating to such a waiver of these contributions shall form an integral part of the retirement plan provisions and the resulting cost shall be shared in the same

manner as any other benefit. Subject to the provisions of the collective agreement, payment of benefits shall not be interpreted as conferring upon the payee the status of a professional, or as adding to his/her rights as such, especially as regards the accumulation of days of sick leave.

8-11.29

- a) Benefits shall be reduced by the initial amount of any basic disability benefit payable under the Quebec Pension Plan (QPP), the Act Respecting Industrial Accidents and Occupational Diseases (CQLR, chapter A-3.001), the Quebec Automobile Insurance Plan (RAAQ), the Pension Plan and the Crime Victims Compensation (CVC), regardless of increases in the basic benefits subsequently arising from indexation.
- b) In the case of disability for which benefits are payable under the QAIP, the benefit payable by the College shall be established as follows:
 - the College shall determine the net benefit by deducting from the gross benefit provided for in clause 8-11.26 the deductions required by law (income tax, QPP, Employment Insurance); such net benefit shall be further reduced by the amount of the benefit received from the SAAQ; this balance shall be treated as gross taxable income from which the College shall deduct all deductions, contributions and dues required by law or by the collective agreement.

8-11.30

In the case of disability for which benefits are payable under the Act Respecting Industrial Accidents and Occupational Diseases (CQLR, chapter A-3.001), the following provisions shall apply:

- a) the professional shall receive from the College a benefit equal to one hundred per cent (100%) of the net salary he/she was receiving on the date of the accident. The professional shall be entitled to this benefit until such time as the CNESST declares permanent disability;
- b) notwithstanding the previous paragraph, should the decision of the CNESST be rendered before the termination of the periods provided for in the second and third paragraphs of clause 8-11.26, the benefit paid by the College for the rest of the one hundred and four (104) weeks remaining after the beginning of the disability period shall conform to the provisions of the second or third paragraph of clause 8-11.26, as the case may be;
- c) as long as a professional is entitled to benefits under the provisions of the AIAOD (CQLR, chapter A-3.001) and until the CNESST declares a permanent disability, whether it be total or partial, the professional shall be entitled to his/her salary subject to the following provisions:
 - the College shall determine the net benefit by deducting from the professional's net salary the amount of the benefit from the CNESST and the amount thus obtained shall be treated as gross taxable income from which the College shall

deduct all deductions, contributions and dues required by law or the collective agreement. The College shall then pay the professional this amount plus the amount of the CNESST benefits.

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

- d) during the period in which the benefits are paid in accordance with the provisions of paragraph b) of this clause, these benefits shall be reduced by the initial amount of any basic disability benefits payable under the QPP, the AIAOD (CQLR, chapter A-3.001), the QAIP and the pension plan, regardless of increases in the basic benefits subsequently arising from indexation;
- e) the professional's bank of days of sick leave credits shall not be affected by such absence and the professional shall be deemed to be receiving salary insurance benefits.

For the purposes of applying paragraphs a) and c) of this clause, the net salary shall be the gross salary reduced by federal and provincial income tax deductions and contributions to the QPP, the EIP, the pension plans and, if applicable, the group insurance plans and the Union.

8-11.31

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

8-11.32

The amount of benefits payable shall be calculated by applying the percentages provided for herein, at the rate of 1/260.9 of the salary for each working day of disability during a regular workweek.

8-11.33

Salary insurance benefits shall be payable during a strike or lockout if the period of disability began before the start of the strike or lockout. However, any period of disability beginning during a strike or lockout shall not entitle the disabled professional to benefits until the strike or lockout ends, provided a medical certificate is presented to the College.

8-11.34

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

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

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

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

8-11.35

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

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

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

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

8-11.36

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

8-11.37

- a) When applicable, on July 1 of each year, the College shall credit each full-time professional covered by this article with seven (7) days of sick leave. The days thus granted shall be non-cumulative, but shall have cash surrender value on June 30 of each fiscal year if not used during that year under the first paragraph of clause 8-11.26 or 8-5.03, on the basis of 1/260.9 of the salary applicable at this date per unused sick day; the proportion of 1/260.9 of the professional's salary shall apply for a fraction of unused day. Such payment shall be made, if applicable, no later than September 1 of each year.
- b) However, during the professional's first year of service, except in the case of a professional who is relocated in accordance with the job security provisions, the College shall add a credit of six (6) days of sick leave without cash surrender value.

- c) A professional who has accumulated thirteen (13) days or less days of sick leave to his/her credit on June 1 may, by notifying the College in writing before this date, choose not to cash in on June 30 the balance of the seven (7) days granted in accordance with paragraph a) of this clause and unused under this article or clause 8-5.03. The professional shall then, as of June 30, add the balance of these seven (7) days, which cease to have cash surrender value, to the days of sick leave already accumulated.
- d) During the month of June, the professional may choose to convert into vacations, in whole or in part, the balance as of June 30 of the seven (7) days granted under paragraph a) of this clause which remains unused under this article. This conversion is possible provided the terms of clause 8-4.15 are complied with.

8-11.38

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

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

For the purposes of applying this clause, maternity leave as provided for in clause 8-6.06 or 8-6.07 and the leaves provided for in clauses 8-6.09, 8-6.18 and 8-6.32 shall not result in any reduction of days credited for the year in question.

8-11.39

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

8-11.40

Professionals receiving disability payments on the date this collective agreement takes effect shall remain covered under the plan described in this article. The effective date of the beginning of the disability period and the date on which a professional is entitled to either the benefit provided for in the 2020-2023 agreement or the benefit provided for in the second paragraph of clause 8-11.26 of the collective agreement, shall determine the amount and duration of the benefit payable to the professional under clause 8-11.26 of the collective agreement. Disabled professionals who are not entitled to any benefit on the date this collective agreement takes effect shall benefit from the new plan upon their return to work when they start a new disability period. In the meantime, they shall benefit from the provisions of clause 8-11.37.

8-11.41

A professional who benefited from days of sick leave with cash surrender value shall retain the right to the reimbursement of the value of the payable days accumulated on February 17,

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

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

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

8-11.42

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

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

8-11.43

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

8-11.44

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

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

Article 8-12.00 - Leave with Deferred or Advance Pay**8-12.01 Purpose of the Plan**

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

8-12.02 Nature of the Plan

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

8-12.03 Duration of the Plan

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

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

8-12.04 Duration of the Leave

The duration of the leave may be from six (6) months to one (1) year.

The leave itself may not be interrupted for any reason whatsoever.

8-12.05 Eligibility for the Plan

The following professionals shall be eligible for the plan:

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

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

8-12.06 Conditions of Participation

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

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

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

8-12.07 Return to Work

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

Similarly, a professional other than those referred to in clause 8-12.14, and notwithstanding clause 8-12.12, who obtains employment in another college may, upon agreement with that college, complete the period of leave provided for in the previous paragraph.

8-12.08 Salary

During each year of his/her participation in the leave with deferred or advance pay plan, the professional shall receive the percentage of his/her salary as given in the following table, in accordance with the duration of the plan and the leave:

<u>Period of participation in the plan</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
<u>Duration of leave</u>	<u>Percentage of salary</u>			
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.83%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.17%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75.00%	80.00%

The salary to which the above percentage is applied shall be the salary that the professional would be receiving had he/she not participated in the plan.

During the work period, the professional shall be entitled to all applicable premiums. However, he/she shall not be entitled to any premiums during the leave.

While on leave, the professional may not receive any other remuneration from the College or from any other person or association with which the College has any ties.

8-12.09 Working Conditions

During the work period, the professional's work schedule shall be the same as it would have been were he/she not participating in the plan.

8-12.10

Subject to the provisions of this article, the professional shall enjoy all the benefits granted by the collective agreement to which he/she would be entitled were he/she not participating in the plan. However, the period of leave provided for in the plan shall not be used as vacation leave.

8-12.11 Retirement Plan

For the purposes of establishing the value of pension benefits, the professional shall be credited with one (1) year of service for every year in which he/she participated in the leave with deferred or advance pay plan, as well as an average salary based on the salary he/she would have received had he/she not participated in the leave with deferred or advance pay plan.

The professional's contribution to a pension plan while participating in the leave with deferred or advance pay plan shall be established according to the applicable legislation.

8-12.12 Resignation or Withdrawal from the Plan

If a professional leaves the employ of the College, retires or withdraws from the leave with deferred or advance pay plan, his/her participation in the plan shall end immediately, subject to the following terms and conditions:

- a) if the professional has already taken the leave, he/she shall refund, without interest, the amount received during the leave less the amounts already deducted from his/her salary during the work period in accordance with clause 8-12.08;
- b) if the professional has not yet taken the leave, the College shall refund, without interest, the difference between the salary he/she would have received had he/she not participated in the plan and the salary he/she has in effect received since the beginning of his/her participation in the plan;
- c) if the professional is on leave, the amount owed by the professional or the College shall be established as follows: the amount received by the professional during the leave less the amounts already deducted from his/her salary during the work period in accordance with clause 8-12.08. If the result is negative, the College shall refund said balance to the professional. If the result is positive, the professional shall refund said balance to the College;
- d) a professional's rights with regard to pension plans shall be those which would have existed had he/she never participated in the leave with deferred or advance pay plan. Thus, if the leave has already been taken, the contributions made during that period shall make up for reduced contributions made during the work period; however, the professional may redeem any missing years of service under the same conditions as those relating to leave without pay (two hundred per cent [200%] RREGOP, one hundred per cent [100%] RRE and RRF). If the leave has not been taken, the contribution needed to recognize the total number of years worked shall be deducted from the salary refund made to the professional.

When the professional is obliged to reimburse the College, he/she may reach an agreement with the College as to the methods of payment.

8-12.13 Leave Without Pay

During the professional's participation in the plan, the total amount of leave without pay taken by the professional, for whatever reason, with or without authorization, shall not exceed twelve (12) months. Should the total amount of leave without pay, for whatever reason, with or without authorization, equal or exceed twelve (12) months, the professional's participation in the plan shall come to an end on the date the twelve (12) month limit is reached, and the terms and conditions provided for in clause 8-12.12 shall apply, with the necessary adjustments.

In cases where the total amount of leave without pay taken by the professional, for whatever reason, with or without authorization, is less than twelve (12) months, the duration of the plan shall be extended for a period equal to the total amount of leave without pay.

8-12.14 Availability

In cases where a professional is placed on availability while participating in the plan, he/she shall continue to participate in the plan until he/she is relocated. When the professional is relocated before his/her participation in the plan ends, he/she may, subject to an agreement with the college to which he/she is relocated, complete the plan. Failing an agreement, his/her participation in the plan shall end and the provisions of clause 8-12.12 shall apply.

8-12.15 Death

In the event of the death of a professional participating in the plan, his/her participation in the plan shall come to an end on the date of death and the terms and conditions provided for in clause 8-12.12 shall apply. However, any surplus in salary paid to the professional shall not be claimed, and unpaid salary shall be reimbursed without being subject to a contribution to the pension plan.

8-12.16 Salary Insurance

If a professional becomes disabled as defined in article 8-11.00 while participating in the plan, the following terms and conditions shall apply:

- a) if the disability occurs during the leave:
 - the disability shall be presumed not to exist during the leave and it shall be considered as beginning on the date the professional is due back to work at the end of his/her leave, according to the plan.

During his/her leave, the professional shall be entitled to his/her salary under the terms of the plan. Beginning on the date set for his/her return to work, if he/she is still disabled, he/she shall be entitled to the salary insurance benefits provided for in the collective agreement as long as he/she is covered by the plan. Salary insurance benefits shall be based on the salary provided for in the plan. If the professional is still disabled at the end of his/her participation in the plan, he/she shall receive salary insurance benefits based on his/her regular salary;

- b) if the disability occurs after the leave:
 - the professional's participation in the plan shall continue and salary insurance benefits shall be based on the salary provided for in the plan, as long as the

- disability lasts. If he/she is still disabled at the end of his/her participation in the plan, he/she shall receive salary insurance benefits based on his/her salary;
- c) if the disability occurs before the leave is taken and still exists at the time the leave is set to take place:
- in this case, the professional in question may avail himself/herself of one of the following choices:
 - i) he/she may continue to participate in the plan and defer the leave until such time as he/she is no longer disabled. He/she shall then be entitled to salary insurance benefits based on the salary provided for in the plan. If the disability still exists in the last year of the plan, said plan may then be interrupted as of the beginning of the last year until the end of the disability. During this period of interruption, the professional shall be entitled to salary insurance benefits based on his/her salary;
 - ii) he/she may end his/her participation in the plan and thus receive the amounts that have not been paid as well as salary insurance benefits based on his/her regular salary. The unpaid amounts shall be subject to contributions to the pension plans;
- d) if the disability lasts for more than two (2) years:
- during the first two (2) years, the professional shall be treated as defined above. At the end of the two (2) years, his/her participation in the plan shall end, and:
 - i) if the professional has already taken the leave, any surplus in salary paid to him/her shall not be claimed and all rights related to his/her pension plan shall be recognized (one [1] year of service for every year of participation in the plan);
 - ii) if the professional has not already taken the leave, any unpaid salary shall be reimbursed, without interest, and without being subject to contributions to the pension plan, and the disability benefit to which the professional is entitled under the terms of the pension plan shall be payable immediately.

8-12.17 Maternity, Paternity or Adoption Leave

In the event that a maternity leave, a paternity leave or an adoption leave provided for in article 8-6.00 takes place before or after the period of leave, participation in the plan shall be interrupted for a maximum period equivalent to the maximum duration of the leave and the plan shall be extended for the same amount of time.

In such a case, during the period of interruption, the provisions of article 8-6.00 shall apply.

However, if the maternity, paternity or adoption leave takes place prior to the leave, the professional may put an end to the plan. He/she shall then receive his/her unpaid salary, without interest, as well as the benefits to which he/she is entitled for the maternity or adoption leave. The amounts reimbursed shall be subject to contributions to the pension plan.

8-12.18 Special Provision

In all cases where the professional does not take his/her leave within the duration of the plan, the College shall pay him/her, during the first (1st) taxation year following the end of his/her participation in the plan, the entire deferred salary.

Article 8-13.00 - Voluntary Reduction in Work Schedule Program

8-13.01

The program shall apply to regular full-time professionals who submit a request to that effect and who has accumulated at least thirty-six (36) months of service with an employer or employers subject to one of the public sector pension plans.

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 Leave for Provincial Union Activities, 8-6.00 Parental Rights and 8-11.00 Life, Health and Salary Insurance Plans.

8-13.02

The program shall last twelve (12) months. For the duration of the collective agreement, the College may not deny the first request without reasonable grounds. For the duration of the collective agreement, any subsequent request or renewal must be agreed to between the College and the professional.

8-13.03

A professional who wishes to take part in the voluntary reduction in work schedule program shall submit a written request to the College on April 30 at the latest. The request must specify the expected beginning and end dates of the program, as well as the selected option. In all cases, a previous agreement is required on the time of the week when the reduction will occur. The Union shall be sent a copy of the request.

8.13.04

If during the year of participation in the program, the professional's request for a new position, a specific project or a replacement is granted, the College may amend or terminate the program, after discussion with the professional.

8-13.05

The professional may choose one of the following options:

- a) the regular number of working hours shall be reduced by three (3) hours per week. The working hours shall be evenly spread over the four (4) days of work;

- b) the regular number of working days shall be reduced by one (1) day for each two (2) week period;
- c) the number of working hours shall be reduced by seven (7) hours per week and spread out over four (4) working days;
- d) 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.

8-13.06

A professional who benefits from the program may be asked to do overtime.

Overtime implies all work required by the College and carried out by a regular professional outside his/her regular workday or workweek, as provided for in his/her program.

8-13.07

The professional shall be entitled to vacation in accordance with article 8-4.00 as if he/she were not participating in the program.

In addition, the professional shall accumulate seniority as if he/she were not participating in the program.

8-13.08

The number of sick leave days credited in accordance with clause 8-11.37 a) shall not be reduced in the case of a professional who participates in the program.

For administrative purposes, those days shall be converted into a bank of hours according to the regular number of hours provided for in clause 8-1.01 of the collective agreement.

This bank shall allow professionals participating in the program to receive a weekly salary corresponding to their reduced workweek. At the end of the contractual year, clause 8-11.37 shall apply.

8-13.09

A professional participating in the program shall be entitled to the number of statutory holidays provided for in clause 8-3.01. For administrative purposes, these days shall be converted into a bank of hours according to the regular number of hours provided for in clause 8-1.01 of the collective agreement.

This bank shall allow the professional to receive a weekly salary corresponding to his/her reduced workweek during the week in which he/she benefits from a statutory holiday. On June 30, the unused hours shall be converted into additional vacation time.

8-13.10

During the program, the College shall continue to pay its contribution to the pension plan, as if the professional were not participating in the program, provided that the professional pays his/her contribution.

8-13.11

The professional may end his/her participation in the program by forwarding a written notice to this effect to the College at least thirty (30) days before his/her return, unless the parties decide otherwise.

8-13.12

The local parties may agree, by means of local agreements, on different terms and conditions for such a program.

Article 8-14.00 - Professional Practice and Responsibilities**Stipulation negotiated and agreed upon at the local level****8-14.01**

Any document prepared by a professional in the exercise of his/her duties or under his/her supervision shall be signed by him/her. However, the use of the contents of such document shall remain the responsibility of the College. If the College publishes part or all of the document signed by the professional, under any form whatsoever, the name of the author, his/her professional title and the name of the college where he/she is employed shall appear on the published document.

8-14.02

Notwithstanding clause 8-14.01, no professional shall be obliged to sign a document that in all professional conscience he/she cannot sign, or to amend a document that he/she has signed and that he/she believes to be accurate on the professional level.

8-14.03

If the College publishes in whole or in part, under any form whatsoever, a document not signed by a professional, the College may not add the name of that professional.

8-14.04

No disciplinary action may be taken against a professional who has refused to sign a document that he/she in all professional conscience cannot approve.

8-14.05

The parties recognize as a basis for professional action the principles set forth in the codes of ethics of the corporations recognized by the Professional Code, subject to the provisions of this agreement.

8-14.06

The College may not oblige a professional to identify his/her sources of information of a confidential nature on the basis of which he/she has written a report.

8 14.07

When a professional is called as a witness before any civil or criminal court to divulge facts revealed to him/her in the exercise of his/her duties and he/she expects to be obliged to

invoke professional confidentiality, he/she may, if he/she chooses, be accompanied by a lawyer selected and paid for by the College.

8 14.08

No complaint brought against a professional may be considered unless it is in writing, signed, and brought to the attention of the professional and forwarded at the same time to the Union. However, the content of the complaint shall be sent to the Union only upon the written authorization of the professional.

The professional may challenge in writing the accuracy of the complaint. This action shall be entered in the professional's file if the complaint is also entered. Any complaint and any action shall be withdrawn from the file six (6) months after being entered.

8 14.09

The College shall supply its professionals with a workplace suitable for the normal performance of their duties.

Article 8-15.00 - Travel Expenses**Stipulation negotiated and agreed upon at the local level****8-15.01**

Transportation and all other expenses incurred during travelling by professionals in the performance of their duties shall be reimbursed according to the norms agreed upon by the parties, within the procedures set out in article 4-2.00.

If the parties do not agree, the standards applicable to professionals shall be those in effect at the College for its management personnel. The College shall inform the Union of these standards as promptly as possible.

8-15.02

A professional is not bound to use his/her own personal vehicle for travelling on the College's behalf.

Article 8-16.00 - Civil Liability**Stipulation negotiated and agreed upon at the local level****8-16.01**

The College shall provide legal defence for any professional whose civil liability might be at issue through the performance of his/her duties, and agrees to make no claim against the professional in this regard.

Furthermore any absence resulting from the above shall not lead to a loss of pay or of any right.

8-16.02

Once the legal responsibility of the College has been established by a court of law or recognized by the College itself, the College shall indemnify any professional for the total or partial loss, theft or destruction of personal belongings which by their nature are normally brought to the College or used therein, unless the professional has shown gross negligence. In the event that such loss, theft or destruction is already covered by an insurance policy held by the professional, the compensation paid shall be equal to the loss actually incurred by the professional.

8-16.03

Subject to the policies concerning the use of equipment determined by the College, and unless the professional has displayed gross negligence, the College may not demand reimbursement for theft, damage or destruction of property borrowed from it by the professional for professional purposes.

Article 8-17.00 - Health and Safety**Stipulation negotiated and agreed upon at the local level****8-17.01**

In order to ensure well-being and prevent work-related illnesses and accidents, the College shall maintain a high level of workplace safety and hygiene. As such, the College must take necessary measures to protect the health of professionals and ensure their safety as well as their physical and psychological integrity, including conjugal, domestic and sexual violence. In particular, the College shall provide free of charge in its buildings the areas and equipment required by municipal by-laws, by internal College regulations, or by any other standards set by legislation concerning hygiene, health, well-being and safety.

8-17.02

A professional who discovers a dangerous situation or one that could prove to be dangerous, either for his/her own safety, or for that of other professionals, or for the public, shall immediately notify his/her immediate supervisor.

In such a case, the College shall immediately take all necessary steps required to remedy the situation.

8-17.03

The College shall supply free of charge to its professionals all special clothing required by regulations and standards decreed by legislation concerning hygiene, health and safety.

This special clothing remains the property of the College and its upkeep shall be the responsibility of the College.

8-17.04

Professionals shall have access to the same health services as are available to the students.

Article 8-18.00 - Parking**Stipulation negotiated and agreed upon at the local level****8-18.01**

The College agrees to provide professionals with parking facilities whenever possible, under conditions set by the College and after discussing the matter according to the procedures defined in article 4-2.00.

Article 8-19.00 - Telework**8-19.01**

Telework cannot be mandatory for the professional.

During its development or review, a telework program, guideline or policy must be the object of consultation with the participation committee as provided for in clause 4-1.01 and cannot be contrary to the working conditions provided for in the collective agreement.

CHAPTER 9 - GRIEVANCE AND ARBITRATION PROCEDURE

Article 9-1.00 - Grievance Procedure

9-1.01

All grievances shall be filed and settled according to the provisions of this chapter.

9-1.02

To this end, the procedure described below shall be followed in order to reach a settlement as rapidly as possible.

9-1.03

Any professional may, if he/she wishes, meet with the College's representative at any time in order to attempt a settlement of any dispute between himself/herself and the College. The professional shall be accompanied by a Union delegate unless he/she refuses.

9-1.04

The Union or the professional wishing to file a grievance with respect to the stipulations of the collective agreement shall submit it in writing to the College within thirty (30) working days after learning of the fact giving rise to the grievance and no later than six (6) months after the occurrence of the fact leading to the grievance.

If a group of professionals or the Union feels that it has a grievance, the Union may, within the time limits mentioned in this clause, submit this grievance in writing to the College. The procedure provided for in this article shall also apply to this form of grievance.

In the case of a grievance related to psychological harassment, the time limit shall be two (2) years from the last occurrence of such behaviour.

9-1.05

For the purposes of submitting a written grievance, the appropriate form shall be completed by the professional or the Union, establishing the facts motivating the grievance, referring to the relevant articles of the collective agreement and describing the desired corrective measure, without prejudice.

9-1.06

The College shall render its decision in writing to the professional concerned and to the Union within fifteen (15) working days following the filing of the grievance.

9-1.07

If the grievance is accompanied by a written request from the professional involved, or from the Union, or if the College so wishes, the parties shall meet within five (5) working days after the grievance is filed in order to discuss the matter. For the purposes of such meetings, the representatives of the parties shall be those entitled to represent him/her on the LRC.

The professional concerned may attend the meeting after advising his/her immediate supervisor. In such a case the College shall render its decision in writing to the professional and to the Union within fifteen (15) working days after the grievance has been filed.

9-1.08

In the situations described in clauses 9-1.06 and 9-1.07, if the meeting does not take place, or if the College does not give a reply, or if the reply is unsatisfactory, the Union may submit the grievance to arbitration within the time limit set out in clause 9-2.01.

9-1.09

The drafting of the grievance may be amended after submission, provided that the amendment does not alter the nature of the grievance. If an amendment is submitted within five (5) working days before the hearing, the College may request that the hearing be postponed.

A technical error in the drafting of a grievance, including a written presentation other than on the forms mentioned in this article, shall not affect its validity.

9-1.10

The deadlines set out in this article shall be respected. They may be extended only by a written agreement between the College and the Union. However, these deadlines are suspended between June 15 and August 15.

Article 9-2.00 - Arbitration Procedure**9-2.01**

When the Union submits a grievance to arbitration, it shall within sixty (60) working days after the expiry of the time limit set out in clause 9-1.06 or 9-1.07, give notice in writing to the chief arbitrator whose name appears in clause 9-2.08 by filing out the online form of the Records Office of the arbitration boards in the education sector. Notwithstanding the preceding, if the College gives a written reply to the Union before the expiry of the time limit set out in clause 9-1.06 or 9-1.07, the period of sixty (60) working days shall begin on the date of the College's reply. The aforementioned time limits are suspended between June 15 and August 15.

A copy of the notice of arbitration shall be sent to the College at the same time.

9-2.02

The Union shall send the chief arbitrator a copy of the written grievance along with the notice of arbitration.

9-2.03

Upon receiving a notice to the effect that a grievance is being submitted to arbitration, the records office shall open a file to which it assigns a case number and shall send the Union and the College an acknowledgment of receipt, indicating the case number and the date of receipt. The records office shall send the Fédération des cégeps, the Ministère and the union

negotiating party concerned a copy of the notice of arbitration and the acknowledgment of receipt.

9-2.04

The representatives of the negotiating parties shall meet once a month to prepare the arbitration roll for the grievances to be settled before a single arbitrator.

However, should the local parties agree to refer any grievance to the accelerated arbitration procedure, the grievance must be settled according to the provisions of clause 9-3.03.

Should a grievance not be referred to the accelerated arbitration procedure, following a request made by either one of the parties when preparing the arbitration roll, the grievance shall be submitted to an arbitrator assisted by two (2) assessors.

9-2.05

The chief arbitrator or chief clerk shall, by written notice sent at least ten (10) working days in advance, convene the designated representatives of the Fédération des cégeps, the Ministère and the union negotiating party concerned to a meeting:

- a) to set a time, date and place for the first arbitration sessions;
- b) to select an arbitrator from the list in clause 9-2.08;
- c) to indicate the type of arbitration chosen.

The records office shall so notify the parties involved, the provincial Union, the Fédération des cégeps, the Ministère and the arbitrator, and provide the latter with a copy of the notices of grievance and arbitration.

9-2.06

Within ten (10) working days following the meeting described in clause 9-2.04, the parties shall choose their assessor, if applicable, and inform the records office of their choice.

9-2.07

Any assessor appointed to assist the arbitrator shall be considered qualified to act, whatever his/her past or present activities or his/her functions with the Union, in the College or elsewhere.

9-2.08

The grievances submitted to arbitration in accordance with these stipulations shall be heard by an arbitrator chosen by the chief arbitrator or by an arbitrator assisted, if applicable, by two assessors appointed in compliance with clause 9-2.06.

The negotiating parties agree that the persons mentioned in the following list shall act as arbitrators:

Beaudry, Jean-François	Flynn, Maureen	Massicotte, Nathalie
Beaupré, René	Lavoie, André G., chief arbitrator	Martin, Claude
Bernard, Yann	Lecompte, Natacha	Ménard-Cheng, Nancy
Brault, Serge	Leblanc, Isabelle	Morency, Jean M.
Côté, André C.	L. Rivest, Robert	O'Bomsawin, Fany
Faucher, Nathalie	Mancini, Marc	Turcotte, Alain
Ferland, Gilles		

Any other person appointed by the negotiating parties may act as arbitrator.

However, in the case of a classification grievance as provided for in clause 6-1.04, the tribunal dealing with this grievance shall be made up of a single arbitrator chosen by the chief arbitrator or chief clerk from among the following persons:

Faucher, Nathalie	Ferland, Gilles	G Lavoie, André
-------------------	-----------------	-----------------

The negotiation list of arbitrators shall be reviewed at the same time as the negotiation.

9-2.09

Once he/she is appointed, the chief arbitrator, before acting, shall be sworn in or agree on his/her honour before a Superior Court judge, to render decisions in accordance with the law, with the stipulations in this collective agreement, with fairness and in good conscience.

Once he/she is appointed, each arbitrator shall be sworn in or agree on his/her honour, before the chief arbitrator, for the duration of this collective agreement to render decisions in accordance with the law, with the stipulations in this collective agreement, with fairness and in good conscience.

9-2.10

Any vacancy shall be filled in accordance with the procedure established for the appointment of the arbitrator or the assessors.

9-2.11

In the case of arbitration with assessors, the arbitrator, alone or with only one (1) assessor shall not proceed unless one (1) assessor, having been duly summoned, does not appear for a first (1st) time and then for a second (2nd) time after receiving another written notice at least five (5) working days before a hearing or a deliberation.

9-2.12

The arbitrator shall proceed with the hearing as expeditiously as possible, in accordance with the procedures and judging the evidence that he/she deems appropriate.

The arbitrator shall also ensure the respect of the operating rules of the records office, particularly those set out in clause 9-2.13.

The arbitrator may impose a formal timetable for the hearings as he/she deems appropriate.

9-2.13 Preparatory Session

The attorneys assigned to any grievance heard according to the procedure provided for in this article shall inform the arbitrator and each other of the nature of the preliminary means they intend to use one (1) week prior to the hearing.

Every hearing under this article shall be scheduled by the records office; the attorneys, assessors, where applicable, and the arbitrator shall, however, use the first half ($\frac{1}{2}$) hour for a private preparatory session.

The purpose of the preparatory session shall be to:

- improve the arbitration process, make better use of the time invested therein and accelerate the holding of hearings;
- allow the parties to declare, if they have not already done so, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- define the dispute and identify the issues to be discussed in the course of the hearing;
- ensure the exchange of all documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;
- analyze any other question which could simplify or accelerate the hearing.

9-2.14

The arbitrator may not in any way amend, take away from or add to the stipulations of this agreement in his/her decision on a grievance.

9-2.15

When hearing a grievance, the arbitrator shall have the authority to uphold or reject the grievance in whole or in part and to establish the compensation he/she deems fair for losses due to the misinterpretation or improper application of the collective agreement.

9-2.16

An arbitrator hearing a grievance as described in clause 6-1.04 shall have the jurisdiction described in that clause. In this regard the arbitrator shall refer to the classification plan. If

the plan contradicts any of the stipulations of the collective agreement, the latter shall take precedence.

9-2.17

A grievance dealing with an error in calculation of salary, or with an error in the evaluation of information produced within the proper time limits and on which the calculation of salary was based, may be submitted at any time. The professional shall have the right to the total amount he/she would have received if the error in calculation or in the evaluation of documents had not been committed.

9-2.18

When a grievance includes a claim for monetary compensation, the professional filing the grievance shall not be bound to establish the amount before having the arbitrator decide if he/she has a right to it.

If it is decided that the grievance is well-founded, and the parties cannot agree on the amount to be paid, a notice shall be sent to the same arbitrator asking for a final decision. The arbitrator may order that the amount due to the professional bear interest at the rate set out in the Labour Code (CQLR, chapter C-27), starting from the date on which the amount came due.

9-2.19

When the arbitrator concludes that the grievance is justified, he/she shall have the power to compensate the plaintiff for the wrongs done to him/her.

9-2.20

When subsequent hearings must be held regarding the same grievance, the arbitrator shall fix the time, date and place and so inform the records office, who shall then inform the parties involved, the union negotiating party, the Fédération des cégeps, the Ministère and the assessors, if applicable. When the arbitrator is assisted by assessors, he/she shall also set the hour, date and place for any deliberation.

9-2.21

Arbitration hearings shall be open to the public. They shall take place at the College unless the parties decide otherwise, without rental fees. The arbitrator may order that a hearing be closed to the public.

9-2.22

The arbitrator shall render his/her decision within forty (40) working days following the end of the hearings unless the representatives of the parties agree in writing, before the end of this time limit, to extend the deadline. However, a decision shall not be null and void simply because it is rendered after the expiry of the time limit.

An arbitrator shall not be entrusted with the hearing of a new grievance if he/she has not rendered a decision within the required time limit, and for as long as he/she fails to render the decision.

9-2.23

The arbitrator's decision shall be motivated and signed by the arbitrator.

The arbitrator shall file two (2) signed copies of the decision with the records office which shall be responsible for sending copies of the decision to the bodies mentioned in clause 9-2.03.

The arbitrator may at any time before the rendering of the final decision make any interlocutory decision he/she considers fair and useful.

The arbitrator's decision shall be final, operative and binding on both parties. It shall be carried out as expeditiously as possible, before the expiry of any deadline set out in the decision.

9-2.24

The union negotiating party, the Fédération des cégeps and the Ministère may, at any time before the arbitrator declares he/she has received from the representatives of the parties confirmation that all evidence has been presented, intervene and present before the tribunal any facts they deem relevant or appropriate.

9-2.25

At the request of one of the parties, the arbitrator may summon a witness. The summons must be served at least five (5) working days before the hearing.

9-2.26

A party may demand the services of a court stenographer. It may also demand that the hearings be recorded on any recording device.

One (1) copy of the official transcribed stenographic notes and the recording, as the case may be, shall be submitted to the tribunal and one (1) copy shall be submitted to the other party.

9-2.27

The arbitrator shall be responsible for conveying or otherwise making known to the parties any order or document emanating from him/her or the parties concerned.

9-2.28

When a professional resigns from his/her position at the College after a grievance concerning him/her has been sent to arbitration, the arbitrator shall have the authority to pronounce on the grievance provided the Union maintains it.

9-2.29

Grievances submitted to arbitration according to a previous collective agreement concerning professionals employed by colleges affiliated with the FPPC-CSQ shall be decided in compliance with this agreement, except for the cancellation fees, which are governed by clauses 9-4.04 to 9-4.07.

Notwithstanding the preceding, and except for grievances that have already been referred to a tribunal, these grievances shall be submitted to a single arbitrator or to an arbitrator assisted by assessors. The arbitrator is named among those whose names are listed in clause 9-2.08 of these provisions.

Moreover, the parties may refer to the provisions of article 9-3.00.

9-2.30

In the preparation of arbitration rolls, the provincial parties agree to grant priority to grievances concerning the application of the terms and conditions concerning job priority and job security and cases of suspension and dismissal.

The same shall apply to grievances arising from the application of clauses 5-3.01, 5-3.02 and 5-3.06.

Article 9-3.00 - Other Procedures

9-3.01 Provincial committee for the settlement of grievances and other recourses arising from sections 39 and 45 of the Labour Code (CQLR, chapter C-27)

The negotiating parties shall create a provincial committee for the settlement of grievances and other recourses arising from the application of the Labour Code (CQLR, chapter C-27). This committee shall include a representative of each party.

Its mandate shall be as follows:

- to adopt measures designed to reduce as much as possible the accumulated grievances according to the priorities and procedures determined by the committee;
- to guide the parties in finding the appropriate recourse;
- to make recommendations to the local parties before entering a file so as to assist them in reaching a settlement;
- to improve the scheduling of hearings and reduce the duration thereof.

9-3.02 Prearbitration Mediation

The College and the Union may agree to proceed with prearbitration mediation in dealing with certain grievances or recourses arising from the application of sections 39 and 45 of the Labour Code (CQLR, chapter C-27) under the following conditions. The same shall apply to grievances arising from the application of clauses 5-3.01, 5-3.02 and 5-3.06.

To this end, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties a list of mediators chosen from the list provided for in

clause 9-2.08. Once the parties have approved a name from this list, the records office shall set the date of the first mediation session as soon as possible.

Only an employee of the College and an employee or elected member of the Union may represent the parties; he/she may, however, after having informed the other party, call upon an advisor.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy with the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies of the TAT.

This procedure shall apply to every grievance or recourse or every group of grievances or recourses agreed upon by the College and the Union.

In the event that grievances sent to prearbitration mediation remain unresolved, the remaining grievances shall be dealt with according to the arbitration procedure agreed upon by the parties. The remaining recourses shall be dealt with according to the provisions of the Labour Code (CQLR, chapter C-27).

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process unless the parties agree otherwise in writing, prior to mediation.

9-3.03 Accelerated Arbitration Procedure

1. Admissible grievances

Any grievance may be referred to this procedure provided that the parties (the College and the Union) explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting such agreement, shall be forwarded to the records office.

If the College and the Union fail to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, they may indicate such intent separately by forwarding a separate written notice to this effect to the records office along with a certified copy to the other party.

In the latter case, the written notice of the Union and that of the College must both be received by the records office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

2. Arbitrator

The arbitrator shall be appointed by the records office; he/she shall conduct an investigation, question the parties and witnesses, of whom the other party has been made aware, and may attempt to reconcile the parties either at their request or with their consent.

3. Representation

Only an employee of the College and an employee or elected member of the Union may represent the parties; they may, however, after having informed the other party, call upon an advisor.

4. Duration of the hearing

In general, a hearing lasts one (1) hour.

5. Award

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two [2] pages). This decision may not be cited or used by anyone in the arbitration of another grievance, unless this grievance is related to an identical dispute between the same college and members of the same union and deals with the same facts and causes.

The arbitrator shall render his/her decision and forward a copy to the parties within a maximum of five (5) working days following the hearing. He/she shall also file the signed original copy with the records office.

6. The provisions of articles 9-1.00, 9-2.00, 9-4.00 and 9-5.00 shall apply as adapted to the procedure, except for irreconcilable provisions.

Article 9-4.00 - Expenses and Fees of the Arbitrators and Mediators**Expenses of the Arbitrator****9-4.01**

In the case of an arbitration, the expenses and fees of the arbitrator shall be borne:

- by the party who filed the grievance if it is rejected;
- by the party to whom the grievance was filed if it is upheld.

If the grievance is partly upheld, the arbitrator determines the breakdown of expenses and fees that shall be paid by each party.

However, in the case of a grievance concerning a dismissal, the expenses and fees of the arbitrator shall be paid by the Ministère.

9-4.02

The arbitrator's fees shall be paid only after the filing of two (2) signed copies of the decision with the records office.

9-4.03 Prearbitration Mediation Expenses

In the case of a prearbitration mediation provided for in clause 9-3.02, the expenses and fees charged for acting as a mediator are equally divided between the parties. If the parties agreed to have the mediator act as arbitrator, the expenses and fees charged as arbitrator are paid according to the general rules stated previously.

9-4.04 Cancellation Fee

Unless the arbitrator is hearing another grievance on the day the hearing is scheduled, a penalty of four hundred dollars (\$400) shall be paid to the arbitrator as a cancellation fee when the postponement request is submitted within thirty (30) days of the hearing date.

9-4.05

The penalty to be paid out as a cancellation fee, as required, shall be borne:

- by the party who discontinues their grievance or by the party who upholds it;
- by the party who requests a postponement, or shared equally between the parties in the case of a joint request;
- in case of settlement, regardless of the number of such grievances and of the nature of the settlement of these grievances, the penalty to be paid out as cancellation fees as well as the arbitrator's expenses and fees, as required, are borne equally between the parties or based on the terms of the settlement.

Upon request of one of the parties, the arbitrator who takes note of the settlement may determine a different breakdown.

9-4.06

The terms for paying penalties as arbitration cancellation fees apply, as required, to mediation cases.

9-4.07

The stipulations that specify the payment terms of the above-mentioned cancellation fees take effect on April 1, 2010 and apply from this date on to any case which is active on this date.

Article 9-5.00 - Other Expenses**9-5.01**

The travel and accommodation expenses incurred by a witness, as well as the tax provided for in section 100.6 of the Labour Code (CQLR, chapter C-27), if applicable, shall be refunded by the party who requested his/her appearance.

9-5.02

The expenses and fees for a court stenographer are borne by the party making the request. This party shall also bear the expenses arising from the transmission of the copies of the court note transcripts and recordings, as applicable, to the arbitrator and the other party.

9-5.03

The assessors shall be paid and reimbursed for their expenses by the parties they represent.

9-5.04

The costs of the records office as well as the salaries of its personnel shall be paid by the Ministère.

CHAPTER 10 - GENERAL PROVISIONS

Article 10-1.00 - General Provisions

Transmission of Notices and Documents

10-1.01

When, for the purpose of applying the collective agreement, the text states that a notice or document shall be sent or transmitted between the College, the Union, the placement office, the Fédération des cégeps, the Minister or the negotiating parties, faxes and electronic mail shall be valid forms of transmission.

10-1.02

When, for the purpose of applying the collective agreement, the text states that a notice or document shall be sent or transmitted by the College to a professional, this transmission shall be in writing and by electronic mail.

When, for the purpose of applying the collective agreement, the text states that a notice or document shall be sent or transmitted by a professional to the College, faxes and electronic mail shall be valid forms of transmission.

10-1.03 Accessibility, Printing and Translation of the Agreement

The negotiating parties, as well as each college, shall provide access in digital format with an interactive table of contents to the stipulations negotiated and agreed to at the national level and the provisions related to the matters in Appendix "A" of An Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors (CQLR, chapter R-8.2) on their respective official websites.

The employer negotiating party bears translation costs of the document provided for in the previous paragraph.

The French version of this collective agreement shall be the official version.

10-1.04 Interpretation of the Agreement

The use of the feminine and masculine genders in the designation of different persons shall not modify in any way the rights and privileges that would have been applicable had this agreement been written using the masculine gender only; unless the context dictates otherwise, all rights and privileges mentioned herein shall apply equally to both men and women.

The nullity of one clause of the collective agreement shall not imply the nullity of another clause or of the agreement as a whole.

The Appendices form an integral part of the collective agreement.

Article 10-2.00 - Effective Date and Duration**10-2.01**

The collective agreement shall take effect on the date of the signing of the stipulations negotiated and agreed to at the national level and shall end on March 31, 2028.

10-2.02

Unless otherwise stipulated, these stipulations shall not be retroactive.

APPENDIX

APPENDIX "A"

MOVING EXPENSES

1.01 General Provisions

The provisions of this appendix shall apply to any professional who, under the provisions concerning job priority or job security, is subject to a relocation involving a change in residence due to a change in zone.

When a professional is relocated to another zone, the moving expenses provided for in this appendix shall apply if the professional actually moves.

1.02 Authorization

The allowances provided for below shall be authorized and paid by the college the professional is leaving.

1.03 Leave for Relocation

Any professional to whom a position is offered and who moves in accordance with clause 1.01 in order to accept such an offer shall be entitled to take leave from work:

- a) without loss of pay, for up to three (3) working days, excluding the time required for a return trip in order to look for a new home. In such a case, the College shall reimburse the professional for the cost of a return trip for the professional and his/her spouse, as well as their meal and lodging expenses for a period up to three (3) days, in accordance with the regulations concerning such expenses in effect at the College;
- b) without loss of pay, for a period of three (3) working days, in order to move from into his/her new home. In such a case, the travel, lodging and meal expenses of the professional and his/her dependents shall be reimbursed by the College in accordance with the regulations concerning such expenses in effect at the College.

1.04 Moving Expenses

The College shall assume, upon presentation of supporting vouchers, the expenses incurred for the transportation of the furniture and personal effects of the professional concerned, including packing and unpacking and the cost of the insurance premium, or the cost of towing a mobile home, provided that the professional supplies, in advance, at least two (2) detailed bids for the costs to be incurred.

1.05

However, the College shall not pay the cost of transporting the professional's personal vehicle, unless the location of his/her new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed.

1.06 Storage Costs for Furniture and Personal Effects

When the professional cannot move immediately for reasons beyond his/her control, other than the construction of a new residence, the College shall pay the costs of storing the professional's furniture and personal effects and those of his/her dependents for a period of up to two (2) months.

1.07 Compensation for Incidental Expenses

The College shall pay a moving allowance of seven hundred fifty dollars (\$750) to any professional who is married or in a civil union and who is transferred, or two hundred dollars (\$200) if he/she is single, in compensation for any incidental moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the professional is assigned to a location where complete facilities are placed at his/her disposal by the College.

However, the seven hundred fifty dollar (\$750) moving allowance payable to a professional who is married or in a civil union and who is transferred shall also be payable to a single professional who maintains a residence.

1.08 Breaking of Lease

The College shall pay the equivalent of one (1) month's rent to a professional who must leave a dwelling without a written lease. If there is a lease, the College shall pay up to three (3) month's rent to a professional who must break his/her lease, if and when the landlord demands compensation. In both cases, the professional must attest that the landlord's request is well founded and produce supporting documents.

1.09

If the professional chooses to sublet his/her dwelling, reasonable costs for advertising the sublet shall be assumed by the College.

1.10 Selling and Purchasing a Residence

- a) The College shall pay a professional who must sell his/her house (principal residence) for the real estate agent's fees, upon presentation of the following documents:
 - the contract with the real estate agent immediately after it is executed;
 - the sales contract;
 - the bill for the agent's fees;
- b) the College shall reimburse a professional who has sold his/her house because of a transfer and who buys another for the purpose of residing in the new location, for all notary fees that the professional must pay;
- c) the College shall pay for the real cost of breaking the mortgage, if applicable;
- d) the College shall pay the real cost of the professional's ownership transfer tax, if applicable.

1.11 Costs of Keeping an Unsold House

When the house of the relocated professional is not sold by the time he/she must assume his/her obligations regarding his/her new place of residence, even though it has been put up for sale at a reasonable price, the costs of keeping the unsold house shall not be reimbursed but, in this case, the College shall reimburse only the following expenses upon production of supporting documents, for a period of up to three (3) months:

- a) municipal and school taxes;
- b) the interest on the mortgage;
- c) the cost of the insurance premium.

1.12 Living Expenses

When the professional cannot move immediately for reasons beyond his/her control, other than the construction of a new residence, the College shall reimburse the professional for his/her living expenses and those of his/her family, in accordance with the regulations concerning travel expenses in effect at the College, normally for a period of up to two (2) weeks.

1.13 Transportation Costs

If the move is delayed with the authorization of the College and if the married professional's family is not relocated immediately, the College shall assume the professional's transportation costs to visit his/her family every two (2) weeks, if the distance to be covered is equal to or less than a five hundred kilometres (500 km) return trip, and once a month if the return distance to be covered exceeds five hundred kilometres (500 km), up to a maximum of one thousand six hundred kilometres (1 600 km) return trip.

1.14 Rental Costs

If a relocated professional chooses not to sell his/her house (principal residence), he/she shall be covered by the provisions of this clause. In order to avoid a double financial burden for the professional due to the fact that his/her principal residence is not rented at the time he/she assumes his/her new accommodation obligations in the new location, the College shall pay him/her, for the period during which his/her house is not rented, the amount of his/her new rent, for up to three (3) months, upon presentation of supporting vouchers. Moreover, the College shall reimburse him/her for reasonable advertising costs and the cost of no more than two (2) trips incurred for the renting of his/her house, upon presentation of supporting vouchers and in accordance with the regulations concerning travel expenses in effect at the College.

APPENDIX "B"

LIST OF ZONES TO WHICH EACH COLLEGE IS ATTACHED FOR THE PURPOSES OF APPLYING JOB PRIORITY AND JOB SECURITY

<u>COLLEGES</u>	<u>OTHER COLLEGES WITHIN THE ZONE</u>
ABITIBI-TÉMISCAMINGUE	–
AHUNTSIC	Saint-Jérôme, Montmorency, Montréal Island*, Lionel-Groulx, Édouard-Montpetit, Champlain (St-Lambert)
ALMA	Jonquière
ANDRÉ-LAURENDEAU	St-Jean-sur-Richelieu, Valleyfield, Montréal Island*, Édouard-Montpetit, Champlain (St-Lambert), Montmorency, Lionel-Groulx
BAIE COMEAU	–
BEAUCE-APPALACHES	–
BOIS-DE-BOULOGNE	Saint-Jérôme, Montmorency, Lionel-Groulx, Montréal Island*, Édouard-Montpetit, Champlain (St-Lambert)
CHAMPLAIN (LENNOXVILLE)	Sherbrooke Champlain (Administrative Centre)
CHAMPLAIN (ST-LAMBERT)	Montréal Island*, Montmorency, Édouard-Montpetit, Saint-Hyacinthe, Saint-Jean-sur-Richelieu
CHAMPLAIN (ST. LAWRENCE)	Québec City area**
CHAMPLAIN (Administrative Centre)	Sherbrooke Champlain (Lennoxville)
CHICOUTIMI	Jonquière
DAWSON	Montréal Island*, Saint-Jean-sur-Richelieu, Champlain (St-Lambert), Montmorency, Édouard-Montpetit, Lionel-Groulx

APPENDIX « B » LIST OF ZONES TO WHICH EACH COLLEGE IS ATTACHED FOR THE PURPOSES OF APPLYING JOB PRIORITY AND JOB SECURITY

DRUMMONDVILLE	–
ÉDOUARD-MONTPETIT	Montréal Island*, Montmorency, Saint-Hyacinthe, Champlain (St-Lambert), Saint-Jean-sur-Richelieu
F.-X.-GARNEAU	Québec City area**
GASPÉSIE ET DES ÎLES	–
GASPÉSIE ET DES ÎLES (CARLETON)	–
GASPÉSIE ET DES ÎLES (GRANDE-RIVIÈRE)	–
GASPÉSIE ET DES ÎLES (ÎLES-DE-LA-MADELEINE)	–
GÉRALD-GODIN	Montréal Island*, Montmorency, Champlain (St-Lambert), Édouard-Montpetit, Lionel-Groulx, Valleyfield
GRANBY	–
HÉRITAGE	Outaouais
JOHN ABBOTT	Valleyfield, Champlain (St-Lambert), Montréal Island*, Édouard-Montpetit, Montmorency, Lionel-Groulx
INSTITUT MARITIME DU QUÉBEC À QUÉBEC (RIMOUSKI)	Québec city area**
JONQUIÈRE	Chicoutimi, Alma
LA POCATIÈRE	–
LÉVIS	Québec City area**
LIMOILOU	Québec City area**
LIONEL-GROULX	Montmorency, Saint-Jérôme, Montréal Island*

APPENDIX « B » LIST OF ZONES TO WHICH EACH COLLEGE IS ATTACHED FOR THE PURPOSES OF APPLYING JOB PRIORITY AND JOB SECURITY

MAISONNEUVE	Montréal Island*, Montmorency, Édouard-Montpetit, Lionel-Groulx, Saint-Jean-sur-Richelieu, Champlain (St-Lambert)
MARIE-VICTORIN	Montréal Island*, Édouard-Montpetit, Lionel-Groulx, Montmorency, Saint-Jérôme, Champlain (St-Lambert)
MATANE	–
MONT-LAURIER (ST-JÉRÔME)	–
MONTMORENCY	Montréal Island*, Lionel-Groulx, Saint-Jérôme, Édouard-Montpetit, Champlain (St-Lambert)
OUTAOUAIS	Héritage
RÉGIONAL DE LANAUDIÈRE	–
RIMOUSKI	–
RIVIÈRE-DU-LOUP	–
ROSEMONT	Montréal Island*, Champlain (St-Lambert), Lionel-Groulx, Saint-Jean-sur-Richelieu, Édouard-Montpetit, Montmorency
SAINT-FÉLICIEN	–
SAINT-HYACINTHE	Édouard-Montpetit, Champlain (St-Lambert)
SAINT-JEAN-SUR-RICHELIEU	Champlain (St-Lambert), Édouard-Montpetit, André-Laurendeau, Dawson, Rosemont, Vieux Montréal, Maisonneuve
SAINT-JÉRÔME	Lionel-Groulx, Montmorency, Bois-de-Boulogne, Ahuntsic, Saint-Laurent, Vanier
SAINT-LAURENT	Montréal Island*, Montmorency, Champlain (St-Lambert), Édouard-Montpetit, Saint-Jérôme, Lionel-Groulx
SAINTE-FOY	Québec City area**
SEPT-ÎLES	–
SHAWINIGAN	Trois-Rivières

APPENDIX « B » LIST OF ZONES TO WHICH EACH COLLEGE IS ATTACHED FOR THE PURPOSES OF APPLYING JOB PRIORITY AND JOB SECURITY

SHERBROOKE	Champlain (Lennoxville) Champlain (Administrative Centre)
SOREL-TRACY	—
THETFORD	—
TROIS-RIVIÈRES	Shawinigan
VALLEYFIELD	John Abbott, André-Laurendeau, Gérald-Godin
VANIER	Montréal Island*, Lionel-Groulx, Saint-Jérôme, Édouard-Montpetit, Champlain (St-Lambert), Montmorency
VICTORIAVILLE	—
VIEUX MONTRÉAL	Montréal Island*, Champlain (St-Lambert), Lionel-Groulx, Saint-Jean-sur-Richelieu, Édouard-Montpetit, Montmorency
* Montréal Island:	Collèges Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, Gérald-Godin, John Abbott, Maisonneuve, Marie-Victorin, Rosemont, Saint-Laurent, Vanier, Vieux Montréal
** Québec City area:	Collèges F.-X.-Garneau, Limoilou, Sainte-Foy, Lévis, Champlain (St. Lawrence), Rimouski (Le centre de Québec de l'Institut maritime du Québec)

Salary Scales – Colleges

C209 SPECIALIST IN TEACHING METHODS AND TECHNIQUES¹
C262 LIBRARIAN²

(Annual rates)
Hours per week: 35.00

Step	Rate 2023-04-01 to 2023-11-30 (\$)
1	51,611
2	53,310
3	55,173
4	57,054
5	59,026
6	61,035
7	63,135
8	65,308
9	67,537
10	69,162
11	71,554
12	73,983
13	76,558
14	78,787
15	81,106
16	83,498
17	85,927
18	88,466

¹ The salary rates for this employment group only apply to professionals who held this classification on December 1, 2023, until their integration in the Information Science Specialist employment group (C235). The Specialist in Teaching Methods and Techniques employment group (C209) is abolished as of December 1, 2023.

² The salary rates for this employment group only apply to professionals who held this classification on December 1, 2023, until their integration in the Information Science Specialist employment group (C235). The Librarian employment group (C262) is abolished as of December 1, 2023.

APPENDIX "D"

GRADUAL RETIREMENT PROGRAM

ELIGIBILITY

1. The purpose of the gradual retirement program shall be to permit regular professionals who participate in one of the pension plans currently in effect (RRF, RREGOP or RRE), to reduce the amount of time worked for an initial period of one (1) to five (5) years. The amount of time worked shall not be less than forty per cent (40%) or more than eighty per cent (80%) of the regular workweek.

The professional may request the extension¹ of the initial agreement which must be for a minimum of twelve (12) months and a maximum of sixty (60) months. It is possible for the professional to extend the agreement more than once but despite any extension, the total duration of the agreement cannot exceed seven (7) years.

CONDITIONS OF PARTICIPATION

2. The gradual retirement program is subject to the agreement of the College.

The professional must be eligible for retirement and must undertake to retire at the end of the program.

A professional who wishes to participate in the gradual retirement program shall submit a written request to the College at least sixty (60) days in advance.

The request shall specify:

- a) the duration of the plan, which may vary from twelve (12) to sixty (60) months;
- b) the number of hours worked per week, which may never be less than forty per cent (40%) of the professional's regular work schedule;
- c) the weekly work schedule.

At the end of the initial period or of the extension(s), the professional shall retire.

A professional shall be eligible only once for the gradual retirement program.

¹ The provisions regarding the extension of the gradual retirement program shall apply when the legislative and regulatory amendments come into force in accordance with the letter of intention in Appendix "M".

However, the professional who wishes to avail himself/herself of an extension of the initial period of the program must submit a written request to the College more than six (6) months before the end of the initial agreement.

In the case of a gradual retirement agreement for which the expiry date is planned for the start date of the present amendment and for nine (9) months following this date, there will be no deadline to observe for the professional to come to an agreement with the College to extend this agreement.

3. The percentage of the regular workweek, the number of hours worked per week or the work schedule may be modified during the course of the program if so agreed upon by the College and the professional.

If for reasons beyond his/her control (e.g. strike, lockout or corrections made to his/her service record), the professional is not eligible for retirement at the end of the program, the program shall be extended until he/she becomes eligible for retirement.

RIGHTS AND BENEFITS

4. The professional shall continue to accumulate seniority and job experience as if he/she were not participating in the program.
5. While participating in the program, and for the purposes of eligibility for retirement, the professional shall be credited with the full-time or part-time service completed prior to the beginning of the program. The same shall apply in the calculation of his/her retirement benefits or other allowances in the event of his/her death.
6. While participating in the program, the professional shall make his/her contributions to the retirement plan on the basis of his/her admissible salary and its progression and of the time worked (full-time or part-time) prior to the beginning of the program.
7. While the professional is participating in the program, the College shall continue to contribute to the health insurance plan on the basis of the amount of time the professional worked prior to the beginning of the program. The professional benefited from the basic life insurance plan prior to the beginning of the program.
8. Should the professional become disabled while participating in the gradual retirement program, he shall be exempted from contributions to the retirement plan on the basis of his/her admissible salary and of the amount of time worked prior to the beginning of the program.
9. If the professional is disabled, the salary insurance plan shall apply on the basis of the professional's salary and the amount of time worked up to the effective date of retirement.
10. A professional who has accumulated a number of cash-convertible days of sick leave under a prior collective agreement may substitute such leave, in part or in whole, for

his/her regular work under the terms of the agreement, provided that his/her prior collective agreement so allows.

11. Should the professional's position be abolished, if she/he is entitled to job security, he/she shall remain subject to the provisions of articles 5-4.00 and 5-6.00. In that case, the gradual retirement program may be transferred to the new college if an agreement can be reached with the new college.

TERMINATION OF THE PROGRAM

12. The gradual retirement program shall be terminated in the following cases:
 - a) retirement;
 - b) death;
 - c) resignation;
 - d) withdrawal with the college's approval;
 - e) lay-off;
 - f) dismissal;
 - g) relocation to another college, subject to the provisions of paragraph 11.
13. When the program is terminated, the agreement between the professional and the College also ends and the periods of service credited to the professional for purposes of retirement while participating in the program shall be maintained. If applicable, contributions to the retirement plan that have not been paid, along with the cumulated interest, shall remain credited to the professional.

GENERAL PROVISIONS

14. Subject to the provisions of this appendix, a professional who participates in the gradual retirement program shall be governed by the provisions of the collective agreement relating to part-time professionals.

APPENDIX "E"

REGIONAL DISPARITIES

1.00 SECTION I - DEFINITIONS

For the purposes of this appendix, the following terms shall mean:

1.01

1. Dependent

The spouse and dependent child as defined in clause 8-11.02 and any other dependent as defined in the Taxation Act (CQLR, chapter I-3), provided that the latter resides with the professional.

Furthermore, for the professional working in the locality of Fermont, shall be considered a dependent child, the child of twenty-five (25) years of age or under who, outside his/her parents' locality of assignment, is pursuing post-secondary studies in a recognized educational institution.

However, for the purposes of this appendix, employment income earned by the professional's spouse shall not nullify the latter's status as dependent. Similarly, the fact that a child attends a secondary school declared to be of public interest and located elsewhere than in the professional's place of residence shall not nullify his/her status as a dependent if no public secondary school is accessible where the professional lives.

Similarly, the fact that a child attends a preschool or elementary school declared to be of public interest and located elsewhere than in the professional's place of residence shall not nullify his/her status as a dependent if no preschool or elementary school of public interest, as the case may be, is accessible in the child's language of instruction (French or English) where the professional lives.

2. Point of departure

The domicile at the time of hiring, in the legal sense of the word, insofar as the domicile is situated in Quebec. The said point of departure may be modified by an agreement between the College and the professional provided that it is in Québec.

The fact that a professional already covered by this appendix changes college shall not modify his/her point of departure.

1.02 Sector

Sector I

- The localities of Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

Sector II

- The municipality of Fermont;
- The territory of the Côte-Nord, to the East of Rivière Moisie up to Havre-Saint-Pierre;
- The Îles-de-la-Madeleine.

Sector III

- The territory situated North of the fifty-first (51st) parallel including Mistissini, Chisasibi, Radisson, Schefferville, and Waswanipi, except for Fermont and the localities mentioned in Sectors IV and V;
- The localities of Parent, Sanmaur Clova and Oujé-Bougoumou;
- The territory of the Côte-Nord, extending to the East of Havre-Saint-Pierre up to the border of Labrador, including Île-d'Anticosti.

Sector IV

- The localities of Wemindji, Eastmain, Waskaganish, Nemiscau, Inukjuak, Puvirnituk and Kuujuaq, Kuujuarapik, Whapmagoostui. Schefferville, Kawawachikamach.

Sector V

- The localities of Akulivik, Aupaluk, Ivujivik, Kangiqsualujuaq, Kangiqsujaq, Kangirsuk, Quaqaq, Salluit Tasiujaq and Umiujaq.

2.04

A professional on maternity or adoption leave who remains in the territory during the leave shall continue to benefit from the provisions of this appendix.

2.05

If both members of a couple work for the same college or if both work for two (2) different employers in the public and parapublic sectors, only one (1) of the two (2) may avail himself/herself of the premium applicable to professionals with dependents, if he/she has one or more dependents other than his/her spouse. If he/she has no dependents other than his/her spouse, each shall be entitled to the premium appearing in the "without dependents" scale, notwithstanding the definition of the term "dependent" in Section I of this appendix.

2.06

Subject to clause 2.03, the College shall cease to pay the isolation and remoteness premium provided for in this section if the professional and his/her dependents deliberately leave the territory during a leave or leave with pay for more than thirty (30) days, except if on annual vacation, a statutory holiday, sick leave, maternity leave, adoption leave or leave due to a work accident.

3.00 SECTION III - OTHER BENEFITS**3.01**

The College shall assume the following expenses incurred by any candidate recruited in Québec from more than fifty kilometres (50 km) away from the locality where he/she is required to perform his/her duties, provided that it is situated in the sector concerned:

- a) the transportation expenses of the transferred professional and his/her dependents;
- b) the cost of transporting his/her personal belongings and those of his/her dependents up to a maximum of:
 - two hundred twenty-eight kilograms (228 kg) for each adult or each child twelve (12) or over;
 - one hundred thirty-seven kilograms (137 kg) for each child under twelve (12) years old;
- c) the cost of transporting his/her furniture (including household utensils), if applicable, other than those provided by the College;
- d) the cost of transporting his/her vehicle, if need be, by road transport, boat or train;
- e) the cost of storing his/her furniture, if applicable.

3.02

A professional shall not be entitled to reimbursement for his/her expenses if he/she is in breach of contract to go work for another employer before the sixty-first (61st) day of his stay in the territory unless the Union and the College agree otherwise.

3.03

If a professional who is eligible for the provisions of paragraphs b), c) and d) of clause 3.01 decides not to avail himself/herself of some or of all of them immediately, he/she shall remain eligible for the said provisions during the year following the date on which his/her assignment began.

3.04

These expenses shall be payable provided that the professional is not reimbursed for these expenses by another plan, such as the federal labour mobility plan or his/her spouse has not received an equivalent benefit from his/her employer or from another source and solely in the following cases:

- a) the professional's first assignment:
 - from the point of departure to the place of assignment;
- b) a subsequent assignment or transfer at the request of the College or the professional:
 - from one place of assignment to another;
- c) the breach of contract, resignation or death of the professional:
 - from the place of assignment to the point of departure; such reimbursement shall be prorated according to the amount of time actually worked in proportion to a reference period equal to one (1) year, except in the event of death;
- d) when a professional obtains a leave to pursue his/her studies:
 - from the place of assignment to the point of departure; in this case, the expenses covered in Section III shall also be payable to the professional whose point of departure is situated fifty kilometres (50 km) away or less from the locality where he/she performs his/her duties.

3.05

For the purposes of this appendix, these expenses shall be borne by the College from the point of departure to the place of assignment or shall be reimbursed upon presentation of supporting documents.

If a professional is recruited from outside Québec, these expenses shall be assumed by the College up to the equivalent travelling expenses between Montréal and the locality where the professional is called to perform his/her duties.

If both spouses, within the meaning of clause 8-11.02, work for the same College, only one (1) may avail himself/herself of the benefits granted under this appendix.

3.06

The weight of two hundred twenty-eight kilograms (228 kg) provided for in paragraph b) of clause 3.01 shall be increased by forty-five kilograms (45 kg) per year of service in the College's employ in the territory. This provision shall cover the professional only.

4.00 SECTION IV - OUTINGS**4.01**

The fact that the spouse works for an employer in the public or parapublic sector must not grant the professional a number of paid outings which is greater than that prescribed in this appendix.

4.02

The College shall pay directly or reimburse a professional recruited from more than 50 kilometres from the locality of Îles-de-la-Madeleine where he/she performs his/her duties, the expenses inherent to one outing per year for the professional and his/her dependents.

The initial place of recruitment shall not be modified due to the fact that the non permanent professional who is subsequently rehired chose to remain in the territory during the period of unemployment.

These expenses are paid directly by the professional and his/her dependents or reimbursed upon presentation of supporting documents, for the equivalent of the cost of a return regular flight, for each of them, from the place of assignment to the point of departure located in Quebec or to Montréal.

4.03

In the case prescribed in clause 4.02, an outing may be used by the non resident spouse or by a non resident family member to visit the professional living in Îles-de-la-Madeleine.

4.04

The College shall pay the cost of the return flight for the professional or one of his/her dependents who must be urgently evacuated from his/her place of work located in Îles-de-la-Madeleine for reasons of health, accident or a complication due to pregnancy. The professional must prove that it was necessary for him/her to be evacuated. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The College shall also pay for the return flight of the person who accompanies the person evacuated from his/her place of work.

4.05

The Board shall authorize a professional to take a leave of absence without salary if one of his/her dependents must be evacuated for reasons of emergency prescribed in clause 4.04 in order to allow him/her to accompany his/her dependent, subject to provisions of the special leaves.

4.06

A professional who originates from a locality situated at more than 50 kilometres from his/her place of assignment, who was recruited there and who gained the right to outings because he/she lived maritally with a spouse employed in the public or parapublic sector shall continue to benefit from the right to outings prescribed in clause 4.02 even if he/she loses the status of spouse within the meaning of clause 1-1.09.

5.00 SECTION V - REIMBURSEMENT OF TRANSIT EXPENSES**5.01**

The College shall reimburse the professional, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if applicable) for himself/herself and for his/her dependents when he/she is hired and on any mandatory trip, provided that these expenses are not assumed by a carrier.

These expenses shall be limited to the amounts provided for in the relevant provisions of the collective agreement or, failing that, in accordance with the regulations applicable to all professionals established by the College.

6.00 SECTION VI - DEATH OF THE PROFESSIONAL**6.01**

In the event of the death of the professional or of one of his/her dependents, the College shall pay for the repatriation of the mortal remains. Moreover, in the event of the professional's death, the College shall reimburse the dependents for the expenses involved to the return trip from the place of assignment to the burial place in Québec.

7.00 SECTION VII - PROVISIONS OF PREVIOUS COLLECTIVE AGREEMENTS**7.01**

In the event of benefits greater than those provided in the current plan for regional disparities resulting from the application of the previous collective agreement or of recognized administrative practices, these benefits shall be renewed except for the following elements of this collective agreement:

- retention premiums;
- the definition of "point of departure" provided for in Section I;

- the level of premiums and the calculation of the premium for part-time professionals provided for in Section II;
- the reimbursement of the moving-related expenses of candidates recruited from outside Québec, as provided for in Section III.

APPENDIX "F"

DISTRIBUTION OF THE \$117 680 MENTIONED IN CLAUSE 7-2.01

COLLEGE	Amount
Abitibi-Témiscamingue	\$4 968
Ahuntsic	\$2 038
Alma	\$2 464
André-Laurendeau	\$2 000
Baie-Comeau	\$4 186
Beauce-Appalaches	\$2 482
Bois-de-Boulogne	\$2 000
Champlain	\$2 790
Chicoutimi	\$3 032
Dawson	\$2 265
Drummondville	\$2 245
Edouard-Montpetit	\$2 387
François-Xavier-Garneau	\$2 212
Gaspésie et des îles	\$5 462
Gérald-Godin	\$1 756
Granby	\$2 223
Heritage	\$1 879
John Abbott	\$1 959
Jonquière	\$3 022
Lanaudière	\$2 325
La Pocatière	\$2 997
Lévis	\$2 000
Limoilou	\$2 120
Lionel-Groulx	\$1 938
Maisonneuve	\$2 181
Marie-Victorin	\$1 990
Matane	\$2 950
Montmorency	\$2 000
Outaouais	\$2 148
Rimouski	\$2 293
Rivière-du-Loup	\$2 495
Rosemont	\$2 000
Saint-Félicien	\$2 562
Saint-Hyacinthe	\$2 000
Saint-Jean-sur-Richelieu	\$1 853
Saint-Jérôme	\$1 836
Saint-Laurent	\$2 000
Sainte-Foy	\$2 000
Sept-Îles	\$4 660

Shawinigan	\$1 710
Sherbrooke	\$2 065
Sorel-Tracy	\$2 252
Thetford	\$2 368
Trois-Rivières	\$2 644
Valleyfield	\$2 233
Vanier	\$1 990
Victoriaville	\$2 578
Vieux Montréal	\$2 120

APPENDIX "G"

AGREEMENT PERTAINING TO SENIORITY AND GRIEVANCES AND ARBITRATION

Stipulation negotiated and agreed upon at the local level

For the purposes of applying the agreement reached on September 13, 1989, between the Fédération des cégeps and the FPPC - CSQ, the College and the Union agree on the following with regards to the stipulations relating to seniority, grievances and arbitration provided for in Schedule A of the Act Respecting the Process of Negotiation of the Collective Agreements in the Public and Parapublic Sectors (CQLR, chapter R-8.2):

With the coming into effect of the stipulations agreed upon at the provincial level relating to the 1989-1991 collective agreement, the stipulations in effect up until that time, in accordance with Schedule A, I - College sector, b) with regards to professional personnel:

- 11 Seniority (subject to calculations on relocations) shall be repealed and replaced mutatis mutandis by the provisions agreed upon at the provincial level between the FPPC-CSQ and the CPNC.
- 22 Grievances and Arbitration (bearing solely on matters negotiated at the local level) shall be repealed and replaced by the provisions agreed upon at the provincial level between the FPPC-CSQ and the CPNC.

APPENDIX "H"

**EFFECT OF THE QPIP, THE EMPLOYMENT INSURANCE ACT OR THE
ACT RESPECTING LABOUR STANDARDS ON PARENTAL RIGHTS**

Should amendments be made to the QPIP, the Employment Insurance Act (S.C. 1996, c. 23) or the ALS (CQLR, chapter N-1.1) respecting parental rights, the parties agree to meet to discuss the possible implications of these amendments for the current parental rights plan.

APPENDIX "I"

LIST OF ORGANIZATIONS WHOSE STANDARDS OF REMUNERATION AND SALARY SCHEDULES ARE DETERMINED 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
Centres régionaux d'aide juridique
Commission des services juridiques
Commissaire à la lutte contre la corruption
Commission de la capitale nationale du Québec
Commission de la construction du Québec
Commission des droits de la personne et des droits de la jeunesse
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
Hydro-Québec
Institut de technologie agroalimentaire du Québec
Institut de tourisme et d'hôtellerie 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 économique des chasseurs cris
Office Québec Monde pour la jeunesse
Protecteur du citoyen
Régie de l'énergie
Société de développement de la Baie James

**APPENDIX « I » LIST OF ORGANIZATIONS WHOSE STANDARDS OF REMUNERATION AND
“SALARY” SCHEDULES ARE DETERMINED BY THE GOVERNMENT**

Société de développement des entreprises culturelles
Société de développement et de mise en valeur du Parc olympique
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
Sûreté du Québec

APPENDIX "J"

LETTER OF AGREEMENT CONCERNING THE CREATION OF A WORKING COMMITTEE ON THE FINANCING OF THE PARTICIPANTS' FUND OF THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)

Within 90 days following the date of entry into force of the collective agreements, the parties agree to form a working committee, under the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du trésor, concerning the financing of the participants' fund of the RREGOP.

Mandate of the committee

The working committee's mandate shall be to:

- 1) Review and compare the financing methods regarding the risks related to the maturity of the RREGOP, in particular the enhanced differentiation method and the integration of a margin for dynamic defavorable deviations;
- 2) Assess the relevance of modifying the financing method of the RREGOP while taking into account the analyses made;
- 3) Undertake a global review of the financing policy of the participants' fund of the RREGOP and suggest modifications to same if applicable, in view of its update.

If the representatives of the working committee agree on joint recommendations, they shall present a report to the negotiating parties.

The negotiating parties shall agree to reassess the relevance of maintaining the working committee at the time of renewal of the collective agreements.

Composition and functioning of the committee

The working committee shall consist of a maximum of 6 representatives from the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du trésor and of a maximum of one representative from each of the following unions: the Confédération des syndicats nationaux (CSN), the Centrale des syndicats du Québec (CSQ), the Fédération des travailleuses et travailleurs du Québec (FTQ), the Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS), the Fédération interprofessionnelle du Québec (FIQ), the Fédération autonome de l'enseignement (FAE), the Syndicat de professionnelles et professionnels du Gouvernement du Québec (SPGQ) and the Syndicat de la fonction publique et parapublique du Québec (SFPQ).

Each organization can enlist the services of an expert advisor if needed.

**APPENDIX « J » LETTER OF AGREEMENT CONCERNING THE CREATION OF A WORKING
COMMITTEE ON THE FINANCING OF THE FUND OF THE GOVERNMENT AND
PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)**

The members of the committee can use the services of representatives from Retraite Québec to receive support.

APPENDIX “K”
SALARY STRUCTURE AND JOB RANKING

TABLE 1 A: SALARY RATES AND SCALES AS OF APRIL 1, 2023¹
FOR THE HEALTH AND SOCIAL SERVICES, SCHOOL SERVICE CENTRES, SCHOOL BOARDS AND COLLEGE SECTORS

Rankings	Steps																		Rankings	Single Rates
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
1	22.24																		1	22.24
2	22.55																		2	22.55
3	22.67	22.79	22.89																3	22.88
4	22.83	23.04	23.21	23.38															4	23.35
5	23.03	23.34	23.67	24.01															5	23.95
6	23.20	23.59	23.96	24.35	24.75														6	24.63
7	23.51	24.01	24.52	25.03	25.58														7	25.42
8	23.70	24.23	24.79	25.33	25.91	26.50													8	26.24
9	23.89	24.45	25.06	25.66	26.27	26.91	27.56												9	27.16
10	24.18	24.76	25.41	26.03	26.68	27.34	27.99	28.73											10	28.16
11	24.51	25.12	25.77	26.45	27.11	27.80	28.49	29.26	30.01										11	29.24
12	24.89	25.62	26.37	27.17	27.95	28.82	29.46	30.11	30.78	31.16									12	30.27
13	25.25	26.01	26.79	27.59	28.41	29.25	30.13	30.81	31.55	31.93	32.67								13	31.49
14	25.66	26.44	27.22	28.03	28.89	29.72	30.63	31.56	32.28	32.72	33.50	34.26							14	32.74
15	25.82	26.71	27.63	28.54	29.52	30.50	31.56	32.61	33.50	34.09	35.03	35.99							15	34.16
16	26.27	27.23	28.27	29.30	30.37	31.50	32.66	33.87	34.91	35.61	36.70	37.81							16	
17	26.73	27.80	28.91	30.07	31.25	32.51	33.82	35.15	36.34	37.18	38.43	39.74							17	
18	26.91	28.08	29.34	30.63	31.98	33.38	34.86	36.38	37.75	38.79	40.24	41.76							18	
19	27.36	28.17	29.03	29.91	30.81	31.75	32.71	33.70	34.70	35.43	36.47	37.60	38.73	39.71	40.69	41.74	42.80	43.87	19	
20	27.79	28.70	29.62	30.57	31.57	32.56	33.62	34.70	35.83	36.61	37.81	39.02	40.30	41.40	42.53	43.69	44.87	46.10	20	
21	28.26	29.19	30.21	31.24	32.32	33.42	34.57	35.76	36.98	37.87	39.18	40.51	41.92	43.14	44.41	45.72	47.05	48.44	21	
22	28.70	29.71	30.80	31.92	33.08	34.30	35.53	36.81	38.17	39.16	40.58	42.07	43.60	44.95	46.36	47.82	49.32	50.86	22	
23	29.11	30.22	31.37	32.60	33.86	35.14	36.50	37.88	39.35	40.46	42.01	43.64	45.30	46.83	48.40	50.01	51.70	53.41	23	
24	30.03	31.22	32.45	33.73	35.06	36.43	37.87	39.37	40.92	42.12	43.77	45.52	47.29	48.94	50.64	52.37	54.16	56.05	24	
25	30.45	31.73	33.04	34.42	35.84	37.33	38.86	40.50	42.18	43.48	45.29	47.17	49.14	50.92	52.79	54.72	56.71	58.80	25	
26	31.13	32.47	33.88	35.32	36.84	38.45	40.09	41.83	43.62	45.06	46.99	49.01	51.12	53.06	55.09	57.20	59.37	61.63	26	
27	31.81	33.24	34.68	36.26	37.86	39.56	41.35	43.18	45.09	46.64	48.72	50.88	53.16	55.27	57.46	59.74	62.12	64.56	27	
28	32.21	33.73	35.29	36.92	38.65	40.46	42.36	44.32	46.40	48.06	50.32	52.67	55.14	57.43	59.82	62.31	64.90	67.63	28	

Note: The single rates are calculated on the basis of a career gain of 33 years.

¹ Salary rates take into account the general salary increase parameters set out in 6-7.02.

TABLE 1 B: SALARY RATES AND SCALES AS OF APRIL 1, 2024¹

FOR THE HEALTH AND SOCIAL SERVICES, SCHOOL SERVICE CENTRES, SCHOOL BOARDS AND COLLEGE SECTORS

Rankings	Steps																		Rankings	Single Rates
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
1	22.86																		1	22,86.
2	23.18																		2	23,18.
3	23.30	23.43	23.53																3	23,52.
4	23.47	23.69	23.86	24.03															4	24,00.
5	23.67	23.99	24.33	24.68															5	24,62.
6	23.85	24.25	24.63	25.03	25.44														6	25,32.
7	24.17	24.68	25.21	25.73	26.30														7	26,14.
8	24.36	24.91	25.48	26.04	26.64	27.24													8	26,97.
9	24.56	25.13	25.76	26.38	27.01	27.66	28.33												9	27,92.
10	24.86	25.45	26.12	26.76	27.43	28.11	28.77	29.53											10	28,95.
11	25.20	25.82	26.49	27.19	27.87	28.58	29.29	30.08	30.85										11	30,05.
12	25.59	26.34	27.11	27.93	28.73	29.63	30.28	30.95	31.64	32.03									12	31,12.
13	25.96	26.74	27.54	28.36	29.21	30.07	30.97	31.67	32.43	32.82	33.58								13	32,37.
14	26.38	27.18	27.98	28.81	29.70	30.55	31.49	32.44	33.18	33.64	34.44	35.22							14	33,66.
15	26.54	27.46	28.40	29.34	30.35	31.35	32.44	33.52	34.44	35.04	36.01	37.00							15	35,12.
16	27.01	27.99	29.06	30.12	31.22	32.38	33.57	34.82	35.89	36.61	37.73	38.87							16	
17	27.48	28.58	29.72	30.91	32.13	33.42	34.77	36.13	37.36	38.22	39.51	40.85							17	
18	27.66	28.87	30.16	31.49	32.88	34.31	35.84	37.40	38.81	39.88	41.37	42.93							18	
19	28.13	28.96	29.84	30.75	31.67	32.64	33.63	34.64	35.67	36.42	37.49	38.65	39.81	40.82	41.83	42.91	44.00	45.10	19	
20	28.57	29.50	30.45	31.43	32.45	33.47	34.56	35.67	36.83	37.64	38.87	40.11	41.43	42.56	43.72	44.91	46.13	47.39	20	
21	29.05	30.01	31.06	32.11	33.22	34.36	35.54	36.76	38.02	38.93	40.28	41.64	43.09	44.35	45.65	47.00	48.37	49.80	21	
22	29.50	30.54	31.66	32.81	34.01	35.26	36.52	37.84	39.24	40.26	41.72	43.25	44.82	46.21	47.66	49.16	50.70	52.28	22	
23	29.93	31.07	32.25	33.51	34.81	36.12	37.52	38.94	40.45	41.59	43.19	44.86	46.57	48.14	49.76	51.41	53.15	54.91	23	
24	30.87	32.09	33.36	34.67	36.04	37.45	38.93	40.47	42.07	43.30	45.00	46.79	48.61	50.31	52.06	53.84	55.68	57.62	24	
25	31.30	32.62	33.97	35.38	36.84	38.38	39.95	41.63	43.36	44.70	46.56	48.49	50.52	52.35	54.27	56.25	58.30	60.45	25	
26	32.00	33.38	34.83	36.31	37.87	39.53	41.21	43.00	44.84	46.32	48.31	50.38	52.55	54.55	56.63	58.80	61.03	63.36	26	
27	32.70	34.17	35.65	37.28	38.92	40.67	42.51	44.39	46.35	47.95	50.08	52.30	54.65	56.82	59.07	61.41	63.86	66.37	27	
28	33.11	34.67	36.28	37.95	39.73	41.59	43.55	45.56	47.70	49.41	51.73	54.14	56.68	59.04	61.49	64.05	66.72	69.52	28	

Note: The single rates are calculated on the basis of a career gain of 33 years.

¹ Salary rates take into account the general salary increase parameters set out in 6-7.03.

TABLE 1 C: SALARY RATES AND SCALES AS OF APRIL 1, 2025¹

FOR THE HEALTH AND SOCIAL SERVICES, SCHOOL SERVICE CENTRES, SCHOOL BOARDS AND COLLEGE SECTORS

Rankings	Steps																		Rankings	Single Rates
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
1	23.45																		1	23.45
2	23.78																		2	23.78
3	23.91	24.04	24.14																3	24.13
4	24.08	24.31	24.48	24.65															4	24.62
5	24.29	24.61	24.96	25.32															5	25.26
6	24.47	24.88	25.27	25.68	26.10														6	25.98
7	24.80	25.32	25.87	26.40	26.98														7	26.81
8	24.99	25.56	26.14	26.72	27.33	27.95													8	27.68
9	25.20	25.78	26.43	27.07	27.71	28.38	29.07												9	28.65
10	25.51	26.11	26.80	27.46	28.14	28.84	29.52	30.30											10	29.70
11	25.86	26.49	27.18	27.90	28.59	29.32	30.05	30.86	31.65										11	30.83
12	26.26	27.02	27.81	28.66	29.48	30.40	31.07	31.75	32.46	32.86									12	31.93
13	26.63	27.44	28.26	29.10	29.97	30.85	31.78	32.49	33.27	33.67	34.45								13	33.21
14	27.07	27.89	28.71	29.56	30.47	31.34	32.31	33.28	34.04	34.51	35.34	36.14							14	34.53
15	27.23	28.17	29.14	30.10	31.14	32.17	33.28	34.39	35.34	35.95	36.95	37.96							15	36.03
16	27.71	28.72	29.82	30.90	32.03	33.22	34.44	35.73	36.82	37.56	38.71	39.88							16	
17	28.19	29.32	30.49	31.71	32.97	34.29	35.67	37.07	38.33	39.21	40.54	41.91							17	
18	28.38	29.62	30.94	32.31	33.73	35.20	36.77	38.37	39.82	40.92	42.45	44.05							18	
19	28.86	29.71	30.62	31.55	32.49	33.49	34.50	35.54	36.60	37.37	38.46	39.65	40.85	41.88	42.92	44.03	45.14	46.27	19	
20	29.31	30.27	31.24	32.25	33.29	34.34	35.46	36.60	37.79	38.62	39.88	41.15	42.51	43.67	44.86	46.08	47.33	48.62	20	
21	29.81	30.79	31.87	32.94	34.08	35.25	36.46	37.72	39.01	39.94	41.33	42.72	44.21	45.50	46.84	48.22	49.63	51.09	21	
22	30.27	31.33	32.48	33.66	34.89	36.18	37.47	38.82	40.26	41.31	42.80	44.37	45.99	47.41	48.90	50.44	52.02	53.64	22	
23	30.71	31.88	33.09	34.38	35.72	37.06	38.50	39.95	41.50	42.67	44.31	46.03	47.78	49.39	51.05	52.75	54.53	56.34	23	
24	31.67	32.92	34.23	35.57	36.98	38.42	39.94	41.52	43.16	44.43	46.17	48.01	49.87	51.62	53.41	55.24	57.13	59.12	24	
25	32.11	33.47	34.85	36.30	37.80	39.38	40.99	42.71	44.49	45.86	47.77	49.75	51.83	53.71	55.68	57.71	59.82	62.02	25	
26	32.83	34.25	35.74	37.25	38.85	40.56	42.28	44.12	46.01	47.52	49.57	51.69	53.92	55.97	58.10	60.33	62.62	65.01	26	
27	33.55	35.06	36.58	38.25	39.93	41.73	43.62	45.54	47.56	49.20	51.38	53.66	56.07	58.30	60.61	63.01	65.52	68.10	27	
28	33.97	35.57	37.22	38.94	40.76	42.67	44.68	46.74	48.94	50.69	53.07	55.55	58.15	60.58	63.09	65.72	68.45	71.33	28	

Note: The single rates are calculated on the basis of a career gain of 33 years.

¹ Salary rates take into account the general salary increase parameters set out in 6-7.04.

TABLE 1 D: SALARY RATES AND SCALES AS OF APRIL 1, 2026¹

FOR THE HEALTH AND SOCIAL SERVICES, SCHOOL SERVICE CENTRES, SCHOOL BOARDS AND COLLEGE SECTORS

Rankings	Steps																		Rankings	Single Rates
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
1	24.04																		1	24.04
2	24.37																		2	24.37
3	24.51	24.64	24.74																3	24.73
4	24.68	24.92	25.09	25.27															4	25.24
5	24.90	25.23	25.58	25.95															5	25.89
6	25.08	25.50	25.90	26.32	26.75														6	26.62
7	25.42	25.95	26.52	27.06	27.65														7	27.48
8	25.61	26.20	26.79	27.39	28.01	28.65													8	28.37
9	25.83	26.42	27.09	27.75	28.40	29.09	29.80												9	29.37
10	26.15	26.76	27.47	28.15	28.84	29.56	30.26	31.06											10	30.45
11	26.51	27.15	27.86	28.60	29.30	30.05	30.80	31.63	32.44										11	31.60
12	26.92	27.70	28.51	29.38	30.22	31.16	31.85	32.54	33.27	33.68									12	32.72
13	27.30	28.13	28.97	29.83	30.72	31.62	32.57	33.30	34.10	34.51	35.31								13	34.04
14	27.75	28.59	29.43	30.30	31.23	32.12	33.12	34.11	34.89	35.37	36.22	37.04							14	35.39
15	27.91	28.87	29.87	30.85	31.92	32.97	34.11	35.25	36.22	36.85	37.87	38.91							15	36.93
16	28.40	29.44	30.57	31.67	32.83	34.05	35.30	36.62	37.74	38.50	39.68	40.88							16	
17	28.89	30.05	31.25	32.50	33.79	35.15	36.56	38.00	39.29	40.19	41.55	42.96							17	
18	29.09	30.36	31.71	33.12	34.57	36.08	37.69	39.33	40.82	41.94	43.51	45.15							18	
19	29.58	30.45	31.39	32.34	33.30	34.33	35.36	36.43	37.52	38.30	39.42	40.64	41.87	42.93	43.99	45.13	46.27	47.43	19	
20	30.04	31.03	32.02	33.06	34.12	35.20	36.35	37.52	38.73	39.59	40.88	42.18	43.57	44.76	45.98	47.23	48.51	49.84	20	
21	30.56	31.56	32.67	33.76	34.93	36.13	37.37	38.66	39.99	40.94	42.36	43.79	45.32	46.64	48.01	49.43	50.87	52.37	21	
22	31.03	32.11	33.29	34.50	35.76	37.08	38.41	39.79	41.27	42.34	43.87	45.48	47.14	48.60	50.12	51.70	53.32	54.98	22	
23	31.48	32.68	33.92	35.24	36.61	37.99	39.46	40.95	42.54	43.74	45.42	47.18	48.97	50.62	52.33	54.07	55.89	57.75	23	
24	32.46	33.74	35.09	36.46	37.90	39.38	40.94	42.56	44.24	45.54	47.32	49.21	51.12	52.91	54.75	56.62	58.56	60.60	24	
25	32.91	34.31	35.72	37.21	38.75	40.36	42.01	43.78	45.60	47.01	48.96	50.99	53.13	55.05	57.07	59.15	61.32	63.57	25	
26	33.65	35.11	36.63	38.18	39.82	41.57	43.34	45.22	47.16	48.71	50.81	52.98	55.27	57.37	59.55	61.84	64.19	66.64	26	
27	34.39	35.94	37.49	39.21	40.93	42.77	44.71	46.68	48.75	50.43	52.66	55.00	57.47	59.76	62.13	64.59	67.16	69.80	27	
28	34.82	36.46	38.15	39.91	41.78	43.74	45.80	47.91	50.16	51.96	54.40	56.94	59.60	62.09	64.67	67.36	70.16	73.11	28	

Note: The single rates are calculated on the basis of a career gain of 33 years.

¹ Salary rates take into account the general salary increase parameters set out in 6-7.05 They do not take into account any adjustment salary which would result, if applicable, from the application of the adjustment clause set out in 6-7.07.

Table 2: Ranking of Employment Groups

No of Title or Employment Group	Title of Class or Employment Group ¹	Ranking ²	Single Rate
C746	Attendant for Disabled Students	6	
C910	Prevention and Security Officer	10	
C202	Finance Management Officer	20	
C233	Social Service Officer	22	
C505	Administrative Support Agent, class I	8	
C506	Administrative Support Agent, class II	5	
C503	Administrative Support Agent, principal class	11	
C911	Trades Helper	3	X
C902	Domestic Helper	2	X
C903	Kitchen General Helper	3	X
C204	Academic Advisor	21	
C205	Analyst	21	
C210	Specialized computer Analyst	23	
C433	Francization Animator	14	
C431	Sociocultural or Sports Activities Leader	10	
C701	Laboratory Attendant	6	
C208	Administration Officer	20	
C239	Research Assistant ³	21	
C262	Librarian ⁴	21	
C236	Researcher ³	23	
C237	Senior Researcher ³	24	
C905	Residence Caretaker	6	X
C925	Light Vehicle Driver	4	X
C926	Heavy Vehicle Driver	6	X
C263	Student Life Counsellor	20	
C220	Guidance Counsellor	22	
C223	Counsellor in Reeducation	22	
C238	Technical Aid and Support Counsellor ³	23	
C203	Communication Counsellor	20	
C221	Counsellor in Academic Training ⁴	21	
C214	Academic and Vocational Information Counsellor	20	
C234	Material Resources Advisor	23	
C216	Adapted Services Counsellor	22	
C219	Education Consultant	23	
C915	Cook, class I	11	X
C916	Cook, class II	10	X
C917	Cook, class III	7	X

No of Title or Employment Group	Title of Class or Employment Group ¹	Ranking ²	Single Rate
C716	Cabinetmaker	10	X
C702	Electrician	10	X
C704	Electrician, principal class	12	X
C305	College Professors	23	
C417	Dental Hygienist	14	
C421	Interpreter	15	
C907	Gardener	7	X
C620	Storekeeper, class I	7	
C621	Storekeeper, class II	4	
C934	Labourer	2	X
C719	Equipment Maintenance Mechanic	10	X
C728	Stationary Engineer, class III	10	X
C726	Stationary Engineer, class I	10	X
C729	Stationary Engineer, class IV	9	X
C732	Stationary Engineer, class VII	9	X
C735	Stationary Engineer, class X	9	X
C737	Stationary Engineer, class XII	9	X
C738	Stationary Engineer, class XIII	9	X
C741	Stationary Engineer, class XVI	9	X
C742	Stationary Engineer, class XVII	9	X
C707	Carpenter	9	X
C432	Socialcultural or Sports Activities Counsellor	6	X
C430	Day Camp Counsellor	6	X
C703	Offset Duplicator Operator	6	
C700	Offset Duplicator Operator, principal class	9	
C755	Data Processing Operator	8	
C708	Certified Maintenance Workman	9	X
C709	Painter	6	X
C908	Security Attendant	5	
C222	Psychologist	24	
C606	Administrative Secretary	9	
C209	Specialist in Teaching Methods and Techniques ⁴	21	
C235	Information Science Specialist ³	21	
C753	Swimming Pool Supervisor	6	
C419	Test Bed Technician	16	
C840	Certified Aeronautics Maintenance Technician	17	
C830	Aeronautics Maintenance Technician	13	
C405	Administration Technician	14	

No of Title or Employment Group	Title of Class or Employment Group ¹	Ranking ²	Single Rate
C409	Graphic Arts Technician	12	
C406	Audio-visual Technician	12	
C413	Building Service Technician	15	
C401	Documentation Technician	13	
C424	Special Education Technician	16	
C411	Electronics Technician	14	
C416	Mechanical Production Technician	14	
C414	Information Technician	12	
C403	Data Processing Technician	14	
C402	Data Processing Technician, principal class	16	
C407	Recreational Activities Technician	13	
C418	Social Work Technician	16	
C404	Laboratory Technician	14	
C231	Social Worker	22	
C706	Pipe Mechanic	10	X

Notes

- ¹ For the interpretation and application of this appendix, in the event of discrepancies in the title of an employment group, the number of the employment group prevails. To obtain the titles of the employment groups, refer to the classification plan.
- ² Subject to the terms and conditions stipulated in other agreements, the rankings for the employment groups of this appendix are those applicable at the date of entry into force of the collective agreement.
- ³ To know the date of creation of the employment group, refer to the agreements.
- ⁴ To know the date of elimination of the class or employment group, refer to the agreements.

APPENDIX "L"

LETTER OF AGREEMENT CONCERNING THE PROFESSIONALS CLASSIFIED IN THE PSYCHOLOGIST EMPLOYMENT GROUP

ARTICLE 1 SCOPE OF APPLICATION

The provisions of this letter of agreement apply to professionals classified in the psychologist employment group (C222).

ARTICLE 2 SALARY INCREASE

As of the date of entry into force of the collective agreement, the professional concerned, no matter what step he/ she is at, shall receive a salary increase of 10.0%.

This salary increase is applicable on the basic hourly rate¹ of the professional².

This salary increase must be considered when calculating the social benefits and overtime hours.

This salary increase is not cumulative and replaces the additional compensation provided for in clause 6-7.10 of the collective agreement for the professional who has a master's degree or a doctoral degree.

Adjustment method and formula for the salary increase³

The percentage of the salary increase is reduced of any salary adjustment⁴ except for the general parameters for salary increases provided for in clauses 6-7.02 to 6-7.06 and the salary adjustment provided for in adjustment clause 6-7.07 of the collective agreement.

The reduction of the salary increase shall be applied according to the following method and formula:

The percentage of the salary increase is determined by using the basic hourly rate of the maximum step of the salary scale. The reference percentage of the salary increase, for the first adjustment to be made, is the one effective at the date of entry into force of the collective agreement.

¹ For the purposes of this letter of agreement, when the expression "basic hourly rate" is used, it references the hourly rates of the salary scale provided in the salary structures in Appendix "K", in accordance with the ranking of the psychologist employment group indicated in Appendix "K", subject to the terms and conditions stipulated provided in other agreements. However, in the case of a salary adjustment according to the adjustment clause set out in clause 6-7.07, the basic hourly rates to be used are adjusted to take this adjustment into consideration. In all cases, the update of the salary structures and the hourly rates of the salary scale of the psychologist employment group shall be done by the Secrétariat du Conseil du trésor.

² The professional who received a salary increase, in addition to his/her basic hourly rate, is not considered as off-rate and off-scale.

³ The salary increase shall be calculated by the Secrétariat du Conseil du trésor according to the provisions of this letter of agreement.

⁴ Including the salary adjustments related to the evaluation of the maintenance of pay equity or salary relativities granted after April 1, 2015.

Mathematically:

$$\text{Salary Increase \%}_{t+1} = \left[\left(\frac{\text{Basic hourly rate of maximum step}_t \times (1 + \text{Salary Increase \%}_{t/100})}{\text{Basic hourly rate of maximum step}_{t+1}} \right) - 1 \right] \times 100$$

Where,

t = the date preceding the increase of the basic hourly rate of the maximum step;

$t + 1$ = the date at which the basic hourly rate of the maximum step is increased.

The result of the numerator must be rounded to the nearest cent¹.

The percentage obtained for the salary increase is rounded to one decimal place².

If during the term of the collective agreement, the salary increase is reduced in accordance with the adjustment method and formula for the salary increase, the CPNC shall so inform the FPPC.

ARTICLE 3 RETENTION PREMIUM FOR THE PSYCHOLOGIST EMPLOYMENT GROUP

As of the date on which the collective agreement comes into force, the professional concerned benefits from a retention premium of 6.5% of his/her basic hourly rate, enhanced by the salary increase provided for in article 2 for 70 hours of work per pay period.

Subject to Section 4 of this letter of agreement, the number of hours consists of regular hours actually worked and the hours of absence for which salary is maintained under the collective agreement:

- annual vacation;
- paid legal holidays;
- sick-leave days;
- social leaves except for a leave for a change of domicile. The hours of absence for a change of domicile shall be considered as hours on the basis of which eligibility for the retention premium is determined. However, the retention premium does not apply to those hours of absence;
- special leaves pursuant to articles 8-6.18 to 8-6.20;

¹ When rounded to the nearest cent, the following applies: where the decimal point is followed by 3 or more digits, the 3rd and subsequent digits shall be dropped if the 3rd digit is less than 5. Where the 3rd digit is equal to or greater than 5, the 2nd digit shall be increased by one and the 3rd and subsequent digits shall be dropped.

² Thus, if the decimal point is followed by 2 or more digits, the 2nd and subsequent digits shall be dropped if the 2nd digit is less than 5. Where the 2nd digit is equal to or greater than 5, the 1st digit shall be increased by one and the 2nd and subsequent digits shall be dropped.

- leaves for union activities pursuant to articles 3-2.00, 3-3.00 and 3-5.00;
- professional development authorized by the employer during the regular work schedule;
- absences paid by the employer pursuant to article 59 of the Act Respecting Industrial Accidents and Occupational Diseases (CQLR, chapter A-3.001) or article 36 of the Act Respecting Occupational Health and Safety (CQLR, chapter S-2.1);
- disability periods provided for in paragraphs 2 and 3 of clause 8-11.26.

The retention premium is not pensionable.

The retention premium ends on March 30, 2028.

ARTICLE 4 PROVISIONS APPLICABLE TO A PROFESSIONAL HIRED FOR A PERIOD OF LESS THAN 6 MONTHS WITH A TEMPORARY STATUS

The provisions of this letter of agreement applies to a professional hired for a period of less than 6 months with a temporary status by making the following adjustments:

- For the temporary professional hired for a period of three (3) months to less than six (6) months, the fringe benefit paid on each pay as compensation for vacation applies to the retention premium. The hours of absence corresponding to vacation shall be considered as hours on the basis of which eligibility for the retention premium is determined. However, the retention premium does not apply during those absences.
- For the temporary professional hired for a period of less than three (3) months, the fringe benefits paid on each pay as compensation for vacation and insurance apply to the retention premium. The hours of absence corresponding to vacation and sick-leave days shall be considered as hours on the basis of which eligibility for the retention premium is determined. However, the retention premium does not apply during those absences.

APPENDIX "M"

LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP) FOR THE EMPLOYEES CONCERNED BY THIS PLAN BY VIRTUE OF THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN ACT (RREGOP)

1. Legislative and Regulatory Amendments

The Government shall adopt the necessary draft regulations and propose to the National Assembly the adoption of the legislative provisions to make the amendments set out in articles 2 and 3 to the *Government and Public Employees Retirement Plan* (RREGOP).

2. Progressive Retirement

The initial duration of an agreement for progressive retirement is maintained for a period of at least one year and a maximum of 5 years. However, starting from the date of presentation of a legislative bill to the National Assembly to implement this modification, or, at the latest on June 30, 2024, an employee who is part of such an agreement may agree with their employer, in writing and more than six months before the end date of the agreement, to extend said agreement. It is possible to extend the agreement more than once, but the employee and the employer must agree to do so in writing each time and more than 6 months before the end of the extension. Any extension of the agreement must be for at least one year and a maximum of 5 years.

The duration of the extended agreement can exceed 5 years, but despite any extension, the total duration of the agreement cannot exceed 7 years.

In the case where of an agreement for progressive retirement for which the expiry is planned for the date of coming into force of this modification and in the nine (9) months following this date, there is no delay that the employee must abide by to come to an agreement with their employer to extend the agreement.

3. Maximum Age to Participate in the Progressive Retirement Plan

As of January 1, 2025, the maximum age to participate in the plan is increased in order to correspond to December 30 of the year during which the participant reaches the age of 71 years old.

The modification described in article 3 of this letter of intent also applies to the Pension Plan for Some Teachers (régime de retraite de certains enseignants / RRCE) with the necessary adjustments.

APPENDIX "N"

LETTER OF AGREEMENT CONCERNING THE CREATION OF A WORKING COMMITTEE ON PARENTAL RIGHTS

Within 30 days following the date of coming into force of the collective agreement, the parties shall agree to create a working committee under the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du Trésor, concerning parental rights.

Mandate of the committee

This committee's mandate shall be:

- 1) To analyze the components related to the parental rights provided for in the collective agreement in order to:
 - a. Ensure that the terms used are written in an inclusive manner and are consistent with those used in legislative texts;
 - b. Ensure that the provisions are consistent with the legal and regulatory framework regarding surrogacy.
- 2) Identify the modifications to be made to the master document on parental rights.

At the end of the work, the working committee shall submit its suggestions for modification to the master document on parental rights to the negotiating parties. Subject to the acceptance of the modification suggestions by all unions¹, the negotiating parties shall agree on letters of agreement in order to amend the collective agreements' provisions on parental rights.

Composition of the committee

The working committee shall consist of a maximum of 4 representatives from the employer party and one representative from each of the following unions: the Confédération des syndicats nationaux (CSN), the Centrale des syndicats du Québec (CSQ), the Fédération des travailleuses et travailleurs du Québec (FTQ) and the Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS).

¹ In addition to the organizations referred to in this letter of agreement, the acceptance of the following organizations is required: the Fédération interprofessionnelle du Québec (FIQ), the Fédération autonome de l'enseignement (FAE), the Syndicat de professionnelles et professionnels du Gouvernement du Québec (SPGQ) and the Syndicat de la fonction publique et parapublique du Québec (SFPQ).

APPENDIX "O"

AGREEMENT TO STANDARDIZE THE USE OF THE TERM "SENIORITY"

For the sole purpose of assisting in the reading of the collective agreement, the provincial parties have agreed to replace the term "seniority for purposes of job security" with "seniority", both terms being used in the 2010-2015 and prior collective agreements.

On no account, should this standardization exercise be interpreted as an intention from the provincial parties to change the meaning and scope of the conditions thus modified.

APPENDIX "P"

AGREEMENT CONCERNING THE WORKING CONDITIONS APPLICABLE TO PROFESSIONALS ASSIGNED TO RESEARCH IN THE COLLEGE CENTERS FOR THE TRANSFER OF TECHNOLOGIES (CCTT)

1. This appendix modifies certain stipulations specified in the agreement when it applies to professionals assigned to research in the integrated CCTTs.

Transitory Measures – Integration to the Union integration unit

2. When integrating a person assigned to research in the Union's integration unit, the College shall proceed to the evaluation of the person's education and pertinent experience for the purposes of classification in the appropriate salary scale according to the provisions of chapter 6 of the collective agreement.
3. Under no circumstances shall the integration of a person in the Union's unit lead to a decrease in salary of said person. If needed, the provisions related to off-scale professionals must then be applied (clause 6-8.00 of the agreement).
4. When integrating a person assigned to research in the Union's integration unit, the College shall recognize the seniority and the active service acquired in accordance with the pertinent provisions of the agreement at the date of filing of the certification request or of the petition pursuant to article 39 of the Labour Code.
5. In order to determine eligibility¹ for the additional compensation provided for in clause 6-7.10, the date at which the 18th step is reached is established by applying the rules provided in chapter 6 of the collective agreement at the date of filing of the certification request or of the petition pursuant to article 39 of the Labour Code.
6. Clause 1-1.29 of the agreement finds full application for the professionals concerned by this appendix at the date of filing of the certification request or of the petition pursuant to article 39 of the Labour Code.
7. Items 2 and 6 of this appendix shall not apply to persons already recognized or declared as professionals and, at the date of signature of this collective agreement, having been the subject of the terms and conditions of integration.

¹ The person who is at the 18th step of his/her salary scale for at least one (1) year in the case of additional compensation for a master's degree and the 18th step of his/her salary scale for at least for two (2) years in the case of additional compensation for a doctorate degree.

Working conditions

8. This appendix shall apply exclusively to professionals assigned to research in an integrated CCTT.
9. A professional assigned to research is subject to all the provisions of the collective agreement with the exceptions of the following provisions which have been modified and replaced by:

I. Clause 5-3.10 (selection committee) is replaced by:

5-3.10

For all cases regarding a position, a special project position of more than six (6) months or a replacement position of more than six (6) months to be filled by a professional, the College shall form a joint selection committee and the Union shall be invited in writing to appoint two (2) professionals to said committee. In addition to these two (2) professionals, the College can also appoint a professional from the integrated CCTT notwithstanding clause 2-2.06. The committee shall:

- a) study the candidates' applications;
- b) proceed with any necessary interviews according to the order of priority listed in clauses 5-3.02 and 5-3.06. In the case of a temporary or provisional assignment as provided for in clause 5-3.06 1, the committee shall not be required to proceed with the interview process when there is only one candidate;
- c) submit its recommendations to the College within the deadline established when the decision to fill the position was made.

The College shall provide the selection committee with the qualifications required by the College and relevant to the position, to the special project position or to the replacement position, a job description of the position, the special project position or the replacement position, the list of applicants, as well as any other relevant documents.

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

II. Clause 5-6.02 is replaced by:

5-6.02

A professional who has been placed on availability shall maintain his/her employment relationship with the College and all of his/her rights up until the time he/she is replaced, or loses tenure under the provisions of this article, or voluntarily resigns from the College;

meanwhile the College may assign the professional to any professional tasks within his/her field of competency.

Furthermore, the College may ask a professional on availability to perform a service loan for another employer according to the following conditions:

- a) the service loan must be carried out in a workplace located within a 50-kilometre radius of the regular workplace of the professional concerned. If the workplace is located outside the 50-kilometre radius, the professional can refuse the service loan;
- b) the service loan must be carried out in a position that includes the tasks and functions related to the expertise of the professional concerned;
- c) the service loan is for at least six (6) months and for one employer at a time;
- d) the professional shall be informed at least one (1) full week before the beginning of the service loan;
- e) the service loan shall not alter the professional's right to obtain or obligation to accept a position offered to him/her during his/her service loan;
- f) the professional shall make himself/herself fully available to the other employer even if the service loan is only part-time.

III. Clause 5-6.09 is replaced by:

Within thirty (30) days of being placed on availability, the professional assigned to research can benefit from a severance pay equivalent to one (1) month of salary for each period of six (6) months of service completed up to a maximum of six (6) months of salary.

Accepting severance pay shall be considered a resignation and excludes the professional from the education sector for one (1) year. Such severance pay shall be paid only once to a professional employed in the education sector.

IV. The following clause 5-6.12 is added to article 5-6.00:

5-6.12

When a professional assigned to research in the integrated CCTTs has been placed on availability, he/she may take an educational leave without pay according to the following conditions:

- a) the duration of the educational leave is equivalent to the regular duration of a program of study;

APPENDIX « P » AGREEMENT CONCERNING THE WORKING CONDITIONS APPLICABLE TO PROFESSIONALS ASSIGNED TO THE RESEARCH IN THE COLLEGE CENTERS FOR THE TRANSFER OF TECHNOLOGIES (CCTT)

- b) the professional shall inform the College at least five (5) working days before the desired start date of the educational leave;
- c) the College may not refuse such a request;
- d) this leave does not invalidate the right or obligation of the professional to obtain or accept a position that he/she is offered during the leave. If the professional refuses a position, he/she is considered as having resigned. The College shall respect the engagements undertaken by the professional prior to the date at which the position was obtained and shall let him/her complete his/her current study session.

APPENDIX "Q"

AGREEMENT LETTER CONCERNING GLOBAL HEALTH

The negotiating parties mandate the local parties to implement a pilot project in effect from April 1, 2023, to March 30, 2028, offering to professionals a health and wellness program at work.

The program seeks to foster the wellness of professionals and to promote a healthy lifestyle. The program also seeks to develop physical, sport or cultural activities that meet the needs of professionals and to offer financial support so that the professionals take part in these activities using the annual amounts granted for this pilot project.

The amount available for this program is sixty-two thousand two hundred dollars (\$62,200) per year for the term of the collective agreement from April 1, 2023, to March 30, 2028. Only the unused amounts from 2023-2024 can be transferred to 2024-2025. The amounts allocated to global health are not recurrent and cannot be transferred past March 30, 2028.

These amounts are equally divided according to the number of full-time equivalent professionals (FTEs) of each college affiliated to the FPPC-CSQ and are intended for the professional personnel of these colleges.

The local parties shall establish a parity committee for health and wellness at work to implement and operate the program. The assessment of the activities and the amounts spent shall be done by the committee at the end of each year.

For the term of the collective agreement, the allocation of the amounts is established at the signing of the collective agreement for each college according to the list provided in clause 3-4.02. The detail of the amounts is provided below.

Colleges	Amounts per fiscal year
Ahuntsic	\$2,689
Alma	\$860
Baie-Comeau	\$817
Beauce-Appalaches	\$1,259
Champlain Regional College	\$1,894
Chicoutimi	\$1,742
Dawson	\$2,989
Drummondville	\$1,478
Édouard-Montpetit	\$3,327
Garneau	\$2,402
Gaspésie et des Îles	\$1,605
Gérald-Godin	\$880
Granby	\$1,405
Héritage	\$446
John Abbott	\$1,822
La Pocatière	\$828
Limoilou	\$2,480
Lionel-Groulx	\$2,018
Maisonneuve	\$3,208
Marie-Victorin	\$2,830
Matane	\$756
Outaouais	\$1,958
Rimouski	\$1,852
Rivière-du-Loup	\$1,299
Saint-Jean-sur-Richelieu	\$1,694
Saint-Jérôme	\$2,394
Sept-Îles	\$692
Shawinigan	\$742
Sherbrooke	\$2,100
Sorel-Tracy	\$878
St-Félicien	\$1,256
Valleyfield	\$1,177
Vanier College	\$2,427
Victoriaville	\$3,321
Vieux Montréal	\$2,675

APPENDIX "R"

MEMBERSHIP TO A PROFESSIONAL ORDER

ARTICLE 1 APPLICATION SCOPE

The provisions of this appendix apply to a professional with a full-time regular status whose membership to a professional order is required for his/her position.

ARTICLE 2 TERMS AND CONDITIONS

From the effective date of the collective agreement, the professional concerned shall be reimbursed for fifty percent (50%) of the membership amount to the professional order and up to a maximum annual amount of four hundred dollars (\$400).

The lump sum is reimbursed by the College upon presentation of supporting documents certifying that the professional has personally made the payment.

The lump sum reimbursed is not pensionable.

If a professional becomes covered by this appendix during the course of the year, the reimbursement of the membership amount shall be made on a pro rata basis of the time to be worked up until the next date of the annual payment to the professional order.

The professional who is from another college and who has already benefitted from the reimbursement of his/her membership to a professional order, cannot benefit from another reimbursement for the period in question.

If a professional leaves his/her position without proving that he/she will have a position in another college, he/she must reimburse the College for the reimbursement he/she has already received. The amount shall be calculated on a pro rata basis of the hours that he/she would have worked until the next payment date of the professional membership.

IN WITNESS WHEREOF, the national parties to this agreement have signed in Montreal on this 9th day of the month of June 2024.

(Reproduction of the signed document)

EN FOI DE QUOI les parties nationales à la présente ont signé à Montreal, ce 9^e jour du mois de juin 2024.

POUR LE GOUVERNEMENT DU QUÉBEC

Pascale Déry
Pascale Déry
Ministre de l'Enseignement supérieur

Sonia LeBel
Sonia LeBel
Présidente du Conseil du Trésor

Édith Lapointe
Édith Lapointe
Négociatrice en chef du gouvernement
du Québec

POUR LE BUREAU DE LA NÉGOCIATION
GOUVERNEMENTALE

Sylvie Gagnon
Sylvie Gagnon, négociatrice

POUR LE COMITÉ PATRONAL DE NÉGOCIATION
DES COLLÈGES (CPNC)

Alexandre Havard
Alexandre Havard, président

Jean-François Noël
Jean-François Noël, vice-président

Francine Faucher
Francine Faucher, co-porte-parole

Élise Gagnon
Élise Gagnon, co-porte-parole

POUR LA CENTRALE DES SYNDICATS DU QUÉBEC
(CSQ)

Éric Gingras
Éric Gingras, président

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

Éric Cyr
Éric Cyr, président

Geneviève Gougeon
Geneviève Gougeon, porte-parole

Julie Tougas Ouellette
Julie Tougas Ouellette, négociatrice

Pak-Kei Wong
Pak-Kei Wong, négociateur

Christine G. Houle

Christine G. Houle, négociatrice

Nancy Perron

Nancy Perron, négociatrice