

# Guide for FEC-CSQ Continuing Education Teachers

**2015-2020 FEC Collective Agreement**



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# Presentation of the Guide

To all continuing education teachers,

This guide has been put together as an interpretation tool for the Collective Agreement. It contains all relevant information pertaining to continuing education teachers, as well as several definitions and useful terms and everything surrounding your working contract: hiring, job priority on teaching loads, the teaching load and social benefits, as applicable.

As you will see, some sections apply to hourly paid teachers while others only apply to part-time or full-time teachers. Throughout the guide, text boxes of different colours allow you to clearly distinguish what applies to each one of these two categories of teachers. Working conditions vary according to the type of contract and some rights and social benefits may not be available to all. The table in Appendix 3 lists Collective Agreement clauses that do not apply to continuing education teachers.

For details about union life, our Federation (FEC-CSQ), or the Centrale des syndicats du Québec (CSQ), feel free to consult the Guide for New FEC-CSQ Teachers (<http://fec.lacsq.org/wp-content/uploads/2018/06/Guide-ang.pdf>) or these organizations' Websites. The Guide for New Teachers also contains information on the Collective Agreement as a whole, the negotiating process, and the rules governing an assembly.

For any additional information or question, do not hesitate to contact your union.

We hope you enjoy reading this content!

Julie Bellemare, novembre 2019

## **To distinguish this guide's sections:**

- Sections applying to all teachers : no colour
- Sections applying to hourly paid professors : light pink
- Sections applying to part-time or full-time teachers : gray

Only official documents (collective agreements and other labour legislation) are the actual sources of law. In case of disparity between this guide and official texts, the latter shall take precedence.

The information contained herein arises from the current interpretation of the Collective Agreement. However, a number of agreements between local parties might change the scope thereof. In such cases, the said agreements shall prevail.

# The Union: The Main Tool in the Defence of Your Rights

If you believe that your rights have not been respected, when you think that the work you are asked to perform exceeds your normal load, in case of a dispute with the employer, if you are a victim of discrimination, psychological harassment, or sexual harassment, **the first thing you should do is contact your union**. Your union representatives will review your situation and advise you as to how to proceed.

You can also ask to be accompanied by a member of your union's executive board when summoned for a meeting by the administration.

Any matter related to the application of the Collective Agreement or pertaining to labour relations may be dealt with at a College Union Meeting, or RCS (4-3.00). A teacher whose case is to be discussed may also be heard at such meetings.

Some CEGEPs have created a dispute and grievance prevention committee, mandated to settle disputes related to the application or interpretation of the Collective Agreement, in order to prevent a grievance. However, grievances may be filed respecting certain unsettled disputes. In such cases, the parties attempt to settle the dispute through an out-of-court settlement instead of resorting to an actual grievance hearing (9-0.00).

Remember that the union delegate represents the union for the application and interpretation of the present Collective Agreement, and that she/he makes sure that your rights under the Collective Agreement are respected (3-1.03). This representation is detailed in the Policy on Legal Representation Services for FEC-CSQ Unions and Members (Services de représentation juridique des syndicats et des membres), available at your union.

***For any additional information, don't hesitate to contact your union.***

## Useful Definitions

### A. CONTINUING EDUCATION TEACHER (1-2.13, 8-6.00, AND APPENDIX VIII-4)

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

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

### B. HOURLY PAID TEACHER (1-2.12, 5-1.17, AND 6-1.03)

A teacher hired in this capacity corrects and supervises examinations and classwork in addition to teaching classes, and receives an hourly rate for every hour of class. The hourly rate is based on the hired individual's years of schooling (Appendix VI-1, Table B), and includes vacation pay. Most hourly paid teachers work in continuing education, teach summer courses, or are hired on short-term substitutions.

### C. FULL-TIME TEACHER (1-2.16)

A teacher hired under a twelve-month contract for full-time duties, whether on a position or on an annual replacement load, is considered to be full-time for the year. In addition, a person hired by the College for two full-time teaching loads of one semester (fall and winter) of the same contract year, shall also become full-time during the academic year.

An individual hired under a full-load contract between the beginning of the year and no later than September 30, shall be considered to be full time except for the salary.

A teacher hired part-time, but whose individual workload (CI) reaches 80 during the academic year, shall also be considered to be full-time for the year (see the section defining an *Individual teaching load*).

Teachers working for regular education and continuing education cannot add up their contracts to obtain a full-time status. Both sectors are distinct from each other except for seniority, that is accumulated as a teacher with the College (across both sectors).

Article 5-1.04 c) states that a part-time teacher with a teaching load of 60 during the academic year, may become a full-time teacher by teaching summer courses or acting as a substitute. In such a case, the substitution or summer courses must be calculated in CI form.

### D. PART-TIME TEACHER (1-2.17)

A part-time teacher holds a contract of less than twelve months with a regular teaching load equal to that of a full-time teacher. For example, an individual having obtained a full-time contract for only one semester, shall be considered part-time for the academic year.

A teacher under a contract of twelve months or less whose teaching load is lighter than that of a full-time teacher, shall also be considered part-time.

## E. TEACHING LOADS AVAILABLE UNDER APPENDIX VIII-4

### FOR PART-TIME OR FULL-TIME TEACHERS

Teaching loads paid on a full-time equivalent (FTE) basis are available for each FEC-affiliated college (Appendix VIII-4 of the Collective Agreement). Appendix 1 of the present guide show these loads for each college or campus.

Appendix VIII-4 provides 2 different FTE allowances: one for Column A and one for Column B.

**Column A resources** should be used to create full-time annual teaching loads. However, they can be divided to create part-time loads or be used for other purposes, for instance, towards activities included in Section 2 of the teaching load (see *Individual Teaching Load* section). Column A loads can only be divided when there is an agreement between the College and the union (Appendix VIII-4, paragraph 5).

**Column B resources** may be divided and used towards part-time teaching loads without requiring any prior agreement with the union. Furthermore, the College may also use a portion of these loads to pay a lump sum to an hourly paid teacher taking part in a meeting convened by the College upon the College's request. Taking part in such a meeting does not impart any right or benefit (Appendix VIII-4, paragraph 6).

Another distinction respecting Column A and B resources lies in the hiring priority for teachers. FTE resources going towards part-time and full-time teaching loads come from either Column A or Column B of Appendix VIII-4 and the hiring priority is different for FTEs in both columns (see *Hiring Priority* section).

For part-time or full-time teachers, the individual teaching load (CI) is assessed using the CI calculation formula (8-5.00 and Appendix VIII-1) (See *Individual Teaching Load* section).

#### Appendix VIII-4

FTE resources may be used by the College to create full-time or part-time teaching loads.

## F. FULL-TIME EQUIVALENT (FTE) (5-1.04, 8-4.08, AND 8-6.05)

The FTE is an important notion, as its calculation allows to determine several rights stated in the Collective Agreement: salary (6-1.02), seniority, status (tenured or not, substitute), title (full-time, part-time or hourly paid), etc.

The full-time equivalent is used to calculate the experience and seniority of an individual in the College's employment for a given year. A full-time annual teacher (i.e. 1 FTE) accumulates one year of seniority and one year of experience. For part-time and hourly paid teachers, the calculation is based on the corresponding proportion of a full-time equivalent.

The College cannot give a teacher a teaching load in excess of 0.6875 FTE for a given semester (8-6.03).

#### Full-time equivalent (FTE)

Teaching load calculation.

This unit is used towards College teachers' hiring contracts.

### FOR HOURLY PAID TEACHERS

For **hourly paid teachers**, the full-time equivalent (FTE) is calculated as follows:

$$\text{FTE} = \frac{\text{total number of periods stated in the contract}}{525}$$

For example, the annual FTE for a teacher having taught 285 periods is  $285/525 = 0.543$  FTE.

### FOR PART-TIME OR FULL-TIME TEACHERS

A full-time teacher's CI is between 80 and 85, which is equal to 1 FTE. No one can accumulate more than one FTE per academic year.

The full-time equivalent (FTE) fraction for a part-time teacher is the ratio between the individual's CI and that of a full-time annual teacher, i.e. 80 units ( $\text{FTE} = \text{CI}_{\text{total}}/80$ ). For example, the annual FTE for a teacher whose annual CI is 66, will be  $66/80 = 0,825$  FTE.

### FOR PART-TIME AND HOURLY PAID TEACHERS (8-6.05)

During one academic year, some teachers may obtain hourly paid teaching contracts and other contracts as part-time teachers.

In such cases, the full-time equivalent (FTE) shall be calculated as follows:

$$\text{FTE} = \text{CI}/80 + \frac{\text{total number of periods stated in the contract}}{525}$$

For example, if an individual teaches a course on a part-time basis (7 CI units) and two hourly paid courses ( $2 \times 45$  periods = 90 periods), the annual FTE is as follows:  $7/80 + 90/525 = 0.26$  FTE.

### DISTINCTION BETWEEN SEMESTRIAL FTE AND ANNUAL FTE

The expression **semestrial FTE** is frequently used. It is calculated by determining the ratio between the semestrial CI and the number 40. For example, if a teacher has a CI of 34 for one semester, the FTE will be 0.85 ( $=34/40$ ). However, article 8-4.08 states that the FTE of a full-time semestrial teacher is 0.5. Therefore, the result of the calculation presented earlier must be divided by two. Either one of these methods is used by CEGEPs to calculate their teachers' semestrial FTE.

It is important to make the distinction between the semestrial FTE and the annual FTE. A full-time annual teacher will reach 1 FTE. To calculate a teacher's annual FTE, both semestrial FTEs must be added together, and then divided by two. In the example above, the teacher's FTE was 0.85 for one semester and 0.88 for the second one. After adding both semestrial FTEs together and dividing the total by two ( $(0.85 + 0.88)/2$ ), the result is an annual FTE of 0.865. Therefore, the teacher is part-time.

## G. INDIVIDUAL TEACHING LOAD (CI) (5-1.00, 8-5.00, AND APPENDIX VIII-1)

### FOR HOURLY PAID TEACHERS

No CI is calculated for **hourly paid** teachers.

The teaching load for these individuals is calculated according to the total number of periods stated in their contract or in FTE (8-4.08).

### FOR PART-TIME OR FULL-TIME TEACHERS

The **individual teaching load (CI)** expresses the amount of work (in units) done per week, on average. The annual teaching load generally covers two regular teaching semesters. However, the number of semesters per year for continuing education can vary from 2 to 3, depending on study programs and colleges. Therefore, the **annual teaching load** is the total of every semester's CI and may reach a maximum of 85 units annually.



To be considered full-time on an annual basis, a teacher must have an annual CI of 80 to 85 units. It is important to note that the teaching load may be uneven from one semester to the other. For example, an individual's CI may be 47 in the fall and 35 in the winter. The sum of both semesters' CIs enables the teacher to be considered full-time on an annual basis.

The College cannot give anyone a workload exceeding 55 for a given semester, unless an agreement is entered with the union. Also, if the **annual CI exceeds 85**, the surplus shall be paid as additional workload.

For **part-time or full-time teachers**, article 8-6.05 states that the CI is calculated in continuing education in accordance with article 8-5.00 for the following teachers:

- Teachers placed on availability (MED);
- Teachers benefiting from salary protection in accordance with 5-4.22;
- Non-tenured part-time or full-time teachers that hold a teaching load in accordance with Appendix VIII-4.

The **calculation of the individual teaching load**, as shown in Appendix VIII-1, is based on several parameters assessing teachers' workload for a given semester. The main parameters are as follows:

- Teaching of classes and labs, fieldwork supervision (number of course periods per week (HC), number of different periods per week (HP), total number of students enrolled in each course period (PES), and total number of students enrolled in each course (NES));
- Travel time;
- Release time (union, section 1, 2 or C, or other), or assignment of individuals placed on availability or benefiting from income security (5-4.22);
- Teaching of the primary or complementary instrument and laboratories for Music programs (501.A0), including double programs, and Professional Music and Song Techniques (551.A0).

The calculation of the CI is the sum of these parameters. Each parameter is calculated independently of one another, based on a number of values. The method may appear complex, but it yields the most accurate teaching load calculation and is a useful indicator to compare the workload among the various subjects, or among teachers within the same department.

Two Excel spreadsheets are available at the following address for CI calculation (one for Nursing and one for the other programs): <http://fec.lacsq.org/vos-droits/convention-et-guides/>

# Hiring and Employment Contract

## **A. POSTING (5-1.12)**

The College must post all assignable teaching loads and inform teachers thereof. Employment notices must be posted on electronic support accessible on the Internet. Individuals must be able to apply within 10 days after the posting date. The posting deadline stated in the Collective Agreement is 10 days, but it can be shortened to 5 days if the load is open during the semester.

**For continuing education, those interested in any teaching load offered must absolutely apply whenever they are interested in a posted course, even if they have employment priority.**

## **B. SELECTION OF TEACHING STAFF (8-6.02)**

The selection process, although determined by the College, must include at least one continuing education teacher from the same subject as that involved in the load to be filled. Alternatively, a teacher from continuing education or regular teaching, as required, shall be designated by the union.

Obviously, an hourly paid teacher involved in the selection process must be paid for this duty.

In accordance with the 2015-2020 Collective Agreement, if the College and the union agree, they may appoint a joint selection committee for regular teaching and continuing education, for teaching staff selection purposes. Teachers selected by such a committee shall have priority in continuing education, but also in regular teaching, and could therefore teach in both sectors.

## **C. HIRING AND CONTRACT (5-1.15 AND APPENDIX XII-1)**

Teachers are hired by means of an employment contract, which must comply with the template in Appendix XII-1 and specify, among others:

- **The teacher's title:**
  - Full-time: on a position, as a substitute teacher or by combining two full-time semestrial contracts, as applicable;
  - Part-time;
  - Hourly paid.
- **The teaching load:**
  - The subject(s) to be taught;
  - The teaching load expressed in FTE;
  - The number of periods to be taught (for an hourly paid teacher).
- **The salary:**
  - Schooling, experience, step;
  - Master's Degree recognized for compensation purposes;
  - Ph.D. (postgraduate studies);
  - Initial salary.
- **The duration of the contract:**
  - Dates on which the contract shall begin and end.
- **Special provisions:**
  - This section states if the teacher is replacing someone. In such cases, a line stating "until the return of..." shall appear.

## FOR PART-TIME AND FULL-TIME TEACHERS

The teaching load (in FTE) stated on the contract must be the same as that of the employment notice. In addition, a decrease in student enrolment before September 20 or February 15, must not lead to a reduction of the teaching load stated on the contract or the corresponding salary. However, if one or several course groups are closed before the abovementioned dates, the contract may be reduced (5-1.04 b).

An individual signing two full-time semestrial contracts (fall and winter, each contract being considered part-time over the entire year), must sign a new full-time annual contract.

A **person teaching for continuing education and for the regular sector** will generally have distinct contracts for each sector. Regular and continuing education contracts cannot be added up to obtain a full-time annual teaching load.

## D. OFFICIAL DOCUMENTS TO BE PROVIDED (5-1.18, 6-2.00, AND 6-3.00)

All **documents related to schooling** (diplomas, statements of marks, report cards, certificates, licenses, etc.) shall be forwarded to the Fédération des Cégep's Schooling Assessment Department, which must assess new teachers' schooling and issue an official certification of their schooling in compliance with the *Manuel d'évaluation de la scolarité*. It may take up to six months before the College receives the official certification of a teacher's schooling. Meanwhile, the College shall use a provisional evaluation of the teacher's schooling (normally 16 years). When the teacher's schooling is higher than the provisional evaluation, the hired individual's salary is readjusted retroactively.

No later than 30 days after the date of hiring, new teachers must provide the College with **the official documents related to their schooling and previous professional or industrial work experience**, whether related to teaching or not. All documents deemed relevant will be used to establish their salary steps.

Teachers that are pursuing studies shall provide the College with the related official document whenever they accumulate enough credits in a program to warrant a readjustment of their schooling and salary (in general, 30 credits is equal to one additional year of schooling). Reclassification occurs once a year, at the beginning of the 14<sup>th</sup> pay period, i.e. around mid-February (6-1.05).

If the official certification of the teacher's schooling appears to be inaccurate, the teacher must contact her/his union and a complaint shall be filed with the Comité national de rencontre (CNR).

Documents related to **experience acquired in teaching or in any other working environment**, are to be assessed by the College. Any employment deemed relevant shall be used to establish a teacher's experience. In general, one year of work experience is equal to one year of experience. The experience of the teacher allows to determine her/his salary step (see the next section).

## E. SALARY STEP AND FAST TRACKING (6-1.01 AND APPENDIX VI-1)

### HOURLY PAID TEACHERS

Fast tracking does not apply to hourly paid teachers.

### PART-TIME AND FULL-TIME TEACHERS

Appendix VI-1 presents **part-time and full-time teachers'** salary scales.

The teaching staff's annual salary goes up step by step. According to the usual pattern, one step equals one year of experience (= 1 FTE). However, since the 2010-2011 contract year, teachers ranking in the **first four salary steps** with their experience and schooling, have been benefiting from fast tracking. **Thus, one step is equal to half (0.5) a year of experience (or 0.5 FTE) until the teacher reaches the 5<sup>th</sup> step.**

## F. REMUNERATION (SALARY) (6-0.00 AND APPENDIX VI-1)

### **SALARY RECEIVED BY HOURLY PAID TEACHERS**

For hourly paid teachers, the hourly rate is based on schooling only (Appendix VI-1, Table B). Hourly rates appear in 6-5.00 and in Table B of Appendix VI-1. The salary is paid every 2 weeks for the duration of the contract (6-6.01). These rates include vacation pay.

**Hourly paid teachers must be paid for any duty (other than those related to teaching) that they are requested to perform.** A meeting convened by the College, sitting on a selection committee, promotion or student recruiting, academic information or student supervision outside the classroom, for example, are activities that must be paid.

### **SALARY RECEIVED BY PART-TIME OR FULL-TIME TEACHERS**

The salary received by a **full-time teacher** is based on experience and schooling (articles 6-2.00 and 6-3.00 of the Collective Agreement) and includes a 2-month vacation period if the teacher has been available to the College for 10 months (8-2.00). In such cases, the annual salary is paid in 26 equal instalments (6-6.01).

For **part-time teachers**, the salary is prorated based on their respective full-time equivalent (FTE), and is paid every 2 weeks throughout the duration of the contract.

Table A in Appendix VI-1 of the Agreement presents salary steps, i.e. the annual salary a teacher is entitled to once the step is determined (between 1 and 20). The process used to determine the step in the salary scale is as follows:

1. Assessment of the teacher's experience (teaching, professional or industrial). Each period of relevant experience is calculated. One year equals one step in the salary scale;
2. Assessment of the teacher's schooling
  - 2 steps are added for teachers whose schooling is assessed at 17 years;
  - 4 steps are added for teachers whose schooling is assessed at 18 years;
  - 6 steps are added for teachers whose schooling is assessed at 19 years;
  - 8 steps are added for teachers whose schooling is assessed at 20 years.

Once the initial step is determined, one step equals one year of experience (= 1 FTE) based on the normal progression rule. A teacher is granted, on average, one step per full-time year of teaching, except when fast tracking applies for steps 1 through 4.

To be sure to receive the salary you are entitled to and since it may be rather complex to calculate your experience and assess your schooling, feel free to consult your union in case of doubt.

## G. END OF CONTRACT (5-1.02)

The contract expiry date as stated in the hiring contract with the College, is the last day of remuneration. No notice shall be forwarded by the College, except the Record of Employment. However, your employment relationship does not end at the end of your contract! You shall remain on the continuing education hiring priority list for 1 or 3 years after your last contract expires, based on your position on the College's priority list.

## H. REFUSAL TO GRANT EMPLOYMENT PRIORITY (5-1.08 AND 5-1.09)

Any teacher having taught in a CEGEP has employment priority in the said establishment. When there is a teaching load to fill, the college uses the priority list to determine the hiring order (see *Hiring Priority* section).

However, the College may withdraw a non-tenured teacher's employment priority for specific reasons related to the teaching load. The college's written notice must be given to the teacher before June 1.

The College's refusal to grant employment priority shall not be subject to grievance except in these 3 cases:

- the teacher has held a full-time teaching load until its completion;
- the teacher has held a teaching load equivalent to at least 0.5 FTE per year for 2 consecutive years;
- the teacher has accumulated 1.5 years of seniority.

The withdrawal of a teacher's employment priority deprives her/him of the benefit of obtaining a new teaching load by asserting her/his hiring priority.

In addition, the College must establish that its decision is well founded.

**It is advisable to consult your union if you are not granted employment priority.** Your union will guide you and take the required steps with the College in order to find a solution to your situation.

## I. DUAL EMPLOYMENT (5-1.13, 5-1.16, AND APPENDIX V-9)

The Collective Agreement states that no one working full-time at the College, for another employer or as a self-employed individual, shall be entitled to an assignable teaching load unless there is a shortage of available teaching staff in the targeted field. An individual accumulating several jobs and whose weekly or monthly hours of work add up to those of a full-time job, is also deemed to be working full-time on a yearly basis.

**However, an individual hired for a full semestrial teaching load shall not be considered to be in a dual employment situation, because she/he has not been hired on a yearly basis. Similarly, an hourly paid teacher accumulating less than 700 periods since the preceding August 1<sup>st</sup>, shall not be deemed to be in a dual employment position either.**

The dual employment status is verified by means of a written declaration, presented in Appendix V-9. This declaration does not have to be filled out by individuals having applied for full-time semestrial or annual teaching loads if they meet one of the following conditions:

- the teacher has 3 years of seniority;
- the teacher has held a full-time teaching load for 2 years.

The Collective Agreement mentions that the teacher must be working exclusively for the College during her/his availability period. The College may allow a teacher to occupy another paid job during availability hours if the request has been dealt with in a College Union Meeting (RCS) (4-3.11 d).

# Hiring Priority

## **A. POSTING (5-1.12)**

The College must post all assignable teaching loads and inform teachers thereof. Available teaching loads must be posted on an electronic support (Website). The posting deadline stated in the Collective Agreement is 10 days, but it can be shortened to 5 days if the load is open during the semester, for example, for a substitution.

Afterwards, the load shall be offered to those teachers that have a priority, according to the priority list established by the College in compliance with the Collective Agreement. If no teacher having a priority applies on a given teaching load, a selection process shall be implemented by the College.

**Although this practice is not stated in the Collective Agreement, it is now obvious that several Colleges wait until they have enough students enrolled in their courses before officially confirming teaching loads to teachers having shown an interest for the said courses.** Other colleges mention upon posting that the loads offered are conditional to sufficient enrollment<sup>1</sup>. Therefore, it is important to know that teaching loads might be cancelled if not enough students enroll in the courses. For more certainty, please check with your union to find out about the practices that are established in your College.

## **B. HIRING PRIORITY (8-6.03 AND APPENDIX VIII-4)**

The Collective Agreement contains a number of clauses that enable non-tenured teachers to avoid “going back to square one” at the end of each contract with the College.

**A hiring priority is a position on the priority list** defined by the Collective Agreement. The College’s priority list ranks teachers in a given subject when it comes to distributing courses after a posting. The list is established according to teachers’ seniority in a subject. If several individuals have equal priority in the same subject, the College shall rank them according to their seniority on the date the notice is forwarded to the union or as of the last day of the posting. The teacher with the most seniority is given priority. If two individuals have equal seniority, the one with the most experience is given priority, and if they have equal experience, schooling will determine who has priority.

Individuals teaching in several subjects may choose the subject they prefer to teach or use the most favourable hiring priority in their case (5-4.16 d). They may also teach in several subjects if they wish to do so.

### **HIRING PRIORITY**

Continuing education teaching loads are distributed based on two different types of priority. FTE resources for part-time and full-time teaching loads come from Column A or Column B of Appendix VIII-4 and hiring priority differs for FTEs in these two columns.

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<sup>1</sup> Source: RAPPORT SUR LA FORMATION CONTINUE (REPORT ON CONTINUING EDUCATION). Comité national de rencontre (CNR). Comité patronal de négociation des collèges (CPNC) and Fédération des enseignantes et enseignants de cégep (FEC-CSQ). February 2014. (p. 91-92)

**The hiring priority for hourly paid teachers' loads and teaching loads<sup>2</sup> provided for in Column A is as follows (8-6.03):**

<b>PRIORITY 1</b>	A teacher from the College placed on availability, for a teaching load in her/his subject
<b>PRIORITY 2</b>	A teacher who <u>held a teaching load provided by Appendix VIII-4</u> , for each one of the 3 years following the expiry of her/his last contract, for a teaching load in her/his subject
<b>PRIORITY 3</b>	A <b>non-tenured</b> teacher with <u>at least 3 years of seniority</u> , for each one of the 3 years following the expiry of her/his last contract, subject to pedagogical constraints
<b>PRIORITY 4</b>	A <b>non-tenured</b> teacher who <u>had already taught in continuing education, but who has less than 3 years of seniority</u> , for the year following the expiry of her/his last contract, for a teaching load in her/his subject

- Priority 1: Article 8-6.04 allows the teacher on availability<sup>3</sup> to replace her/his continuing education teaching duties, in part or in whole, with those of another individual teaching in the regular sector, subject to the College's approval.
- Priority 2: Only those teachers having already taught part-time or full-time in continuing education are eligible according to the abovementioned conditions.
- Priority 3: The Collective Agreement does not state that the teacher must absolutely come from continuing education. Non-tenured teachers may therefore come from either continuing education or regular education, as long as they have 3 years of seniority.
  - Hourly paid teachers as well as full-time and part-time teachers are included in Priority 3.
  - Regular education teachers benefiting from income security (5-4.22) are included in this priority.
  - Since the Collective Agreement does include a definition of "pedagogical constraints", the usual sense of the terms ought to be referred to here. According to the jurisprudence, the notion of pedagogical constraints refers to a situation in which the teacher has difficulties in transmitting knowledge to students. This may be due to the fact that the teacher does not have the required competencies for a specific load in her/his subject (for example, subspecialties), or has problems in getting the material across. The notion of pedagogical constraints must be understood as being related to the situation of the course versus the teacher. To refuse to grant priority, the College has the burden of demonstrating that the fact of granting the given course to the teacher who has priority would deprive the students of adequate training. Each case stands on its own merits and ought to be assessed individually.
- Priority 4: The Collective Agreement states that hiring priority is to be maintained **for one year only after the end of the contract**. Hourly paid teachers as well as full-time and part-time teachers are included in this priority.
- For priorities 2, 3, and 4, teachers that are interested must apply with the College when loads are posted.

<sup>2</sup> Priorities 1 through 4 include the FTEs in Column A of Appendix VIII-4. However, the order of priority is different for FTEs in Column B (Appendix VIII-4, paragraph 2).

<sup>3</sup> Teachers on availability: In regular education, the project for the distribution of teaching loads for the next academic year allows to determine the number of teachers per subject. If the number of tenured teachers in a subject exceeds the number of available positions, the College shall identify teachers to be placed on availability, beginning with the individual with the least seniority.

**The hiring order priority for teaching loads provided for in Column B of Appendix VIII-4 (paragraph 2) is as follows:**

**PRIORITY**

A **non-tenured** teacher who has already taught for the College in continuing education, for a load in her/his subject, and subject to pedagogical constraints, for the year following the expiry of her/his last contract

- Teachers that are interested must apply with the College when loads are posted.
- The Collective Agreement mentions that the hiring priority is maintained **for one year only at the end of the contract**.
- Hourly paid teachers as well as full-time and part-time teachers are included in this priority.

**ADDITIONAL INFORMATION**

- **Important: An individual having accepted a teaching load offered by the College and wishing to withdraw may be deemed to have resigned (unless there is an agreement between the College and the union).**
- A teacher awaiting a load (without a contract) has a priority without accumulating seniority, but preserves what she/he has accumulated so far (5-3.05 e).
- A non-tenured teacher does not have to accept a teaching load from the College and her/his hiring priority shall be maintained for 1 or 3 contract years after the end of her/his last contract (based on the priority held).
- The College cannot give a teacher a teaching load in excess of 0.6875 FTE for a given semester (8-6.03). This equals to a CI of 55, or 361 teaching periods.
- Non-tenured teachers on disability may signify their hiring priority on one or several teaching loads. The College shall have to reserve the targeted load for them until they are able to return to work (5-4.16 b).
- Similarly, teachers who has taken a leave related to parental rights may also signify their job priority for a teaching load (5-4.16 a). The load will be reserved for them until they come back to work.
- No individual working full-time at the College or elsewhere shall be entitled to an assignable teaching load unless there is a shortage of available teaching staff for the targeted load (5-1.13). Similarly, an hourly paid teacher accumulating less than 700 periods since the preceding August 1<sup>st</sup>, shall not be deemed to be in a dual employment position.
- A teacher's hiring priority may be withdrawn and the individual must be informed of the specific teaching-load related grounds on which the decision is based (See *Refusal to Grant Employment Priority* section).

**C. TEACHING LOAD SUBSTITUTION (8-6.04)**

**FOR PART-TIME OR FULL-TIME TEACHERS**

Article 8-6.04 allows a teacher who holds a full-time teaching load in continuing education and a teacher placed on availability (having obtained a continuing education load through Priority 1 of article 8-6.03) **to replace her/his teaching duties, in part or in whole**, with those of another individual teaching in the regular sector, subject to the College's approval.



Unfortunately, such a substitution does not confer any right to the continuing education teacher involved<sup>4</sup>. However, teachers selected to teach in regular education and continuing education by a joint selection committee would acquire a priority for regular education in case of a substitution. For example, a continuing education teacher has the opportunity to replace her/his teaching load with that of a regular education teacher. If the said teacher did not go through a selection committee for regular education, no hiring priority for regular education applies to her/him for her/his teaching activities in regular education. However, if the teacher went through a joint selection committee (regular and continuing education) and has been accepted to teach in both sectors (regular and continuing education), her/his teaching activities in regular education enable her/him to acquire a hiring priority in regular education. Therefore, the name of the said teacher will appear on regular education and continuing education priority lists.

## D. SENIORITY (5-3.00)

The College publishes the seniority list 30 working days after the beginning of the fall semester. The list ranks teachers according to their seniority at the College. It identifies:

- the subject(s) taught;
- whether the individual works in regular and/or continuing education;
- the individual's seniority.

Teachers receive the seniority list established by the College. They must verify the accuracy thereof and ask for corrections, if need be, within the next 20 working days. Following this deadline, the seniority list shall become official.

**Seniority is calculated** as follows:

- For **full-time teachers**: one contract year shall be worth one year of seniority;
- For **part-time teachers**: in proportion to their teaching load expressed as full-time equivalents (FTE = total teaching load (fall + winter) divided by 80 =  $CI_r/80$ );
- For **hourly paid teachers**: 525 periods of teaching are worth one year of seniority, whether classes are taught in regular or continuing education.

A teacher that **awaiting a load** (and has no contract) while she/he has job priority, shall accumulate no seniority, but preserves what she/he has accumulated for 3 years after the last contract with the College (5-3.05 e). If the teacher has obtained no contract after the 3-year period stated in the Collective Agreement, her/his priority and seniority shall be lost (5-3.06 c).

Seniority is one of the criteria used by the College when assigning a position or teaching duties in order to rank teachers with the same hiring priority (see *Hiring Priority* section).

It must be clear, however, that **when a teaching load is posted during the year**, it is the seniority calculated at the end of the posting or on the date the notice is forwarded to the union in accordance with article 5-1.12 that counts, and not the seniority shown on the College's official list.

### Seniority

#### 1-2.01

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

<sup>4</sup> Source: RAPPORT SUR LA FORMATION CONTINUE (REPORT ON CONTINUING EDUCATION). Comité national de rencontre (CNR). Comité patronal de négociation des collèges (CPNC) and Fédération des enseignantes et enseignants de cégep (FEC-CSQ). February 2014. (p. 105)

# Teaching Load and Working Conditions

## A. ORGANIZATION OF TEACHING ACTIVITIES

Continuing education is offered in accordance with the College's needs, for Attestation of College Studies (ACS) or Diplomas of College Studies (DCS) offered. Training can be given over 2 or 3 semesters, or even in a continuous 12-month intensive format<sup>5</sup>. Semesters can therefore vary in duration according to Colleges and programs offered, ranging between 7 and over 20 weeks<sup>6</sup>!

## B. TEACHING LOAD (8-1.00 AND 8-3.00)

Each teacher's load is divided into several sections (1, 2, and C). Section 1 includes teaching-related activities, while Section 2 involves several types of individual or team tasks.

### SECTION 1

**Section 1** includes the following activities:

- preparation of the course outline<sup>7</sup>;
- preparation and teaching of classes, labs and fieldwork;
- adaptation;
- support and supervision of students;
- preparation, invigilation and correction of examinations;
- revision of corrections at the students' request;
- participation in pedagogical days organized by the College;
- participation in departmental meetings and activities required towards the fulfilment of the department's duties;
- special support and supervision activities included in the individual teaching load by way of I<sub>L</sub>, and compatible with those subjects listed in the teacher's contract and with her/his experience.

**Part-time teachers** take part in these activities in proportion to their full-time equivalent.

The duties of **hourly paid teachers**, however, are limited to teaching classes, as well as supervising and correcting their examinations and assignments, because these are the only responsibilities that are included in their hourly rate. They must be paid for any other duty besides those prescribed by their title.

Teachers hold a copyright to all student workbooks or course notes, including those in audiovisual or electronic format. The College shall not ask that teachers waive their copyright or use the course outline without the teacher's consent (8-1.03).

5 Source: RAPPORT SUR LA FORMATION CONTINUE (REPORT ON CONTINUING EDUCATION). Comité national de rencontre (CNR). Comité patronal de négociation des collèges (CPNC) and Fédération des enseignantes et enseignants de cégep (FEC-CSQ). February 2014. (p.23)

6 Source: RAPPORT SUR LA FORMATION CONTINUE (REPORT ON CONTINUING EDUCATION). Comité national de rencontre (CNR). Comité patronal de négociation des collèges (CPNC) and Fédération des enseignantes et enseignants de cégep (FEC-CSQ). February 2014. (p.26-28)

7 The course outline refers to a document prepared for the students in order to help them plan their work throughout the course. (Source: PARITY COMMITTEE (CPNC, FAC, FEC-CSQ, FNEEQ). *Teaching at the College Level... Profile of the Profession*, March 2008, 73 pages.)

Teachers must personally compile the grades for each one of their respective examinations and assignments, and forward them to the College in accordance with the submission mode chosen by the College. In addition, they must submit a final grade for each student in each one of their respective courses no later than 5 working days after the end of each semester. A semester ends on the last day of student examinations, as provided for in the academic calendar (5-9.02).

A grade review must be carried out upon a student's request to the College to that end. The grade must absolutely be changed by the teacher targeted by the request.

## **SECTION 2**

Section 2 activities may be performed by continuing education teachers, upon the College's request. **These activities should be agreed upon when teachers sign their contracts and are not part of the teaching load (Section 1).** Teachers must be paid to perform Section 2 activities. Resources from Column A of Appendix VIII-4 may be used for such purposes, if there is an agreement between the College and the union.

As stated in the Collective Agreement, **Section 2** also involves activities distributed among teachers, such as:

- departmental coordination;
- program committee coordination;
- participation in program committee meetings to which a given teacher has been appointed by her/his department<sup>8</sup>.

**Section 2** also involves several other activities. However, their fulfilment is subjected to the teacher's agreement:

- participation at the local College level in program development, implementation or evaluation;
- participation in professional development activities;
- retraining;
- internships or activities in the field related to her/his subject;
- research and pedagogical innovation activities;
- activities in technology transfer centres;
- participation in institutional development related to the regular teaching program;
- other special support and supervision activities that are compatible with those subjects listed in the teacher's contract and with her/his experience.

## **C. AVAILABILITY (8-8.00)**

### **FOR HOURLY PAID TEACHERS**

**Hourly paid teachers** do not have to provide any availability time other than the time required for teaching classes, as well as supervising and correcting their examinations and assignments. They must be paid for all other duties than those prescribed by their title.

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<sup>8</sup> Please note that an individual involved in several program committees, is not required to attend every meeting held by these committees.

## **FOR FULL-TIME AND PART-TIME TEACHERS**

Availability is a number of hours during which teachers must be at the College's service. It includes all activities related to the teaching load, meetings, office presence, or recognition of the time worked (8-3.02), as applicable.

A number of restrictions are to be respected by the College:

- a minimum of 14 hours shall have elapsed between the end of the availability period of one day and the beginning of the next availability period;
- the (6.5 hour) availability period shall be completed within a 10-hour span;
- the teacher shall have a 1.5-hour lunch break (between 11 AM and 2:30 PM) and another 1.5-hour supper break (between 4 PM and 7:30 PM);
- the teacher undertakes to work exclusively for the College during her/his hours of availability (5-1.16).

**Full-time teachers** must be available to the College for 6.5 hours per day, Monday through Friday, between 8 AM and 11 PM. If their teaching activities require more than 6.5 hours of availability in the course of one day, the College must determine another moment in the week when the teacher shall be unavailable. In addition, if the fieldwork location's schedule requires it, a teacher's availability period might need to be established outside the regular 8 AM-11 PM timeframe.

The availability period for a **part-time teacher** is calculated based on her/his load, in proportion to that of a full-time teacher.

## **D. PROGRAM COMMITTEE OR OTHER EXCHANGE VENUE (8-6.08)**

A new feature in the 2015-2020 Collective Agreement allows to link continuing education teachers to a regular teaching department, if there is an agreement between the College and the union. The parties must also determine which departmental activities those teachers will be involved in. Department member mandates are described in clause 4-1.07 of the Collective Agreement.

However, several continuing education study programs have no regular education equivalent. The parties may agree upon another exchange venue for teachers in the various study programs offered in continuing education, ACSs and DCSs.

Most Colleges hold pedagogical meetings allowing teachers to discuss several aspects, namely<sup>9</sup>:

- the study program;
- course outlines;
- pedagogy;
- students;
- administrative procedures such as course schedules or the institution's policies.

**Hourly paid teachers** must be paid when attending meetings convened by the College.

For **full-time teachers**, these meetings are part of the teaching load. For **part-time teachers**, the time spent attending meetings should be proportional to their workload in terms of FTE.

<sup>9</sup> Source : RAPPORT SUR LA FORMATION CONTINUE. Comité national de rencontre (CNR), Comité patronal de négociation des collèges (CPNC) and Fédération des enseignantes et enseignants de cégep (FEC-CSQ), February 2014. (p.46-47)

## E. WORK SPACE (8-1.04)

As far as possible, the College should provide the teacher with an individual office or work space. If the College cannot do so, teachers may request and obtain the related task deduction forms to maintain an office at home.

## F. VACATION (8-2.00)

### FOR HOURLY PAID TEACHERS

The hourly rate includes vacation pay for **hourly paid teachers** (6-1.03).

### FOR FULL-TIME AND PART-TIME TEACHERS

Full-time and part-time teachers are entitled to a paid vacation period. This period is normally between June 15 and September 1, unless another agreement is reached between the College and the union.

Full-time and part-time teachers' salary includes their vacation pay (6-1.01).

Based on the teacher's title:

- Teachers are entitled to 2 months if they have been available to the College **full-time** for 10 months;
- For **part-time** teachers, the vacation period is prorated based on their respective full-time equivalent ( $FTE = CI_{total} / 80$ ).

In addition:

- A full-time or part-time teacher who has not been available in accordance with the terms of her/his contract shall only be entitled to part of the determined paid vacation, in proportion to her/his availability;
- Teachers on disability leave for less than 3 months and paid leave (leave or release time) are considered to have been at work and consequently, their vacation period shall not be reduced.

### ADDITIONAL INFORMATION

- Teachers on maternity leave, paternity leave, and adoption leave, are considered to have been at work and consequently, their vacation period shall not be reduced. (8-2.02);
- If the College asks a person to work during her/his vacation, for example, to take part in a selection committee, the individual shall be remunerated at the rate of 1/260<sup>th</sup> of her/his annual salary, i.e. the salary earned by a fulltime teacher for a working day. Furthermore, the employer shall never pay you for less than half a day for such work (6-1.06).

## Social Benefits

### **A. SPECIAL LEAVE (5-10.01 TO 5-10.04)**

A teacher who is called upon to serve as a **jury member** or to appear as a **witness** in a case to which she/he is not one of the parties involved, shall not incur any loss of pay for the duration of the hearing.

#### **FOR HOURLY PAID TEACHERS**

Hourly paid teachers are entitled to some forms of special leave, for such purposes as:

- the death of family members;
- the day of the funeral;
- the wedding of their parents or their own wedding.

They are also entitled to some forms of absences and leave for various family reasons, according to conditions stated at the end of this section.

In some cases, the hourly paid teacher's salary may differ from that of a full-time or part-time teacher. Paid leave as provided in the Collective Agreement is offered to those individuals that are available for the College. Hourly paid teachers do not have to provide availability to the College. However, the College must minimally respect the *Labour Standards Act*, and more specifically sections 79 to 81 thereof.

#### **FOR FULL-TIME OR PART-TIME TEACHERS**

A teacher who is available for the College<sup>10</sup> is entitled, after notifying the College, to **paid leaves without losing any right**, from 1 to 5 consecutive working days, depending on the case, for such purposes as:

- the death of a family member;
- the wedding of her/his parents or her/his own wedding;
- moving;
- a quarantine;
- an "act of God" (fire, flood, etc.).

Other types of leave without salary loss may be obtained, as long as the teacher agrees with the College, for a **serious reason or in case of an emergency**. In such cases, the number of days is subject to an agreement between the College and the teacher.

### **B. LEAVES FOR FAMILY REASONS (5-10.05 TO 5-10.07)**

A teacher may take leave from work to fulfill **parental obligations** relating to the care, health or education of her/his child or that of her/his spouse.

A teacher may also take leave from work because of the **state of health** of her/his spouse, father, mother, brother, sister or grandparent.

A teacher may take leave from work up to 10 days per year to fulfill her/his family obligations.. These days may be divided into half-days of absence.

#### **FOR FULL-TIME OR PART-TIME TEACHERS**

Up to 6 days out of 10 may be deducted from the individual's bank of sick days, while any additional day shall be without pay.

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<sup>10</sup> In accordance with the Collective Agreement, availability is part of the load of part-time or full-time teachers (8-8.00).

## FOR HOURLY PAID TEACHERS

The first 2 days are paid if the individual has 3 months of continuous service.

According to section 62 of the *Act respecting labour standards*, the employer must pay, for these 2 days of absence, a remuneration to be calculated as follows:

*“(…) the employer must pay the employee an indemnity equal to 1/20 of the wages earned during the four complete weeks of pay preceding the week of the holiday, excluding overtime.”*

**Long-term unpaid leaves** may also be requested because of a serious illness affecting the close family, the disappearance of a minor child, the suicide of a spouse or a death resulting directly from a criminal offence (child or spouse) (5-10.06).

For more information, please consult your union.

## C. ACCESSIBLE LEAVES

A number of leaves are accessible to non-tenured teachers under certain conditions. They are described in Appendix 2 of this guide. For more details on these leaves and to check your eligibility, please consult your union.

## D. PARENTAL RIGHTS (5-6.00)

**All teachers, regardless of their status (full-time, part-time and hourly paid), are entitled to parental rights provisions for the entire duration of their work contract (5-6.00).**

For any information about parental rights (Quebec Parental Insurance Plan or QPIP, maternity leave, paternity leave, adoption, leave without pay, leave during pregnancy, preventive withdrawal, notices of departure and return to be provided to the employer, etc.), please see FEC-CSQ's Guide on Parental Rights and the QPIP – *Guide sur les droits parentaux et le RQAP*, available from your union or on FEC's Website at: <http://fec.lacsq.org/vos-droits/securite-sociale/>

While this document integrates the main elements pertaining to the QPIP, we encourage you to visit the [www.rqap.gouv.qc.ca](http://www.rqap.gouv.qc.ca) site or consult QPIP information booklets.

It is important to meet your union representatives to make sure that you can exercise all the rights related to your personal situation to the best possible extent.

## E. SICK LEAVE AND SALARY INSURANCE (5-5.00)

### FOR HOURLY PAID TEACHERS

In the case of disability, hourly paid teachers are not eligible to salary insurance as provided by article 5-5.00. However, in accordance with the *Act respecting labour standards*, hourly paid teachers are eligible to 2 days of paid sick leave after 3 months of continuous service with their employer. According to section 62 of the Act, the employer must pay, for these 2 days of absence, a remuneration to be calculated as follows:

*« (..)the employer must pay the employee an indemnity equal to 1/20 of the wages earned during the four complete weeks of pay preceding the week of the holiday, excluding overtime. »*

In the case of disability, hourly paid teachers may signify their hiring priority on a teaching load, which will be reserved for them until they are able to return to work (5-4.16 b).

### **FOR FULL-TIME OR PART-TIME TEACHERS**

A full-time teacher obtains 7 days of sick leave every year, on September 1. These days of sick leave are non-cumulative and have no cash surrender value. During the teacher's 1<sup>st</sup> year of employment, a credit of 6 days of sick leave without cash surrender value is added. On June 30, the teacher's unused number of annual days of sick leave is added to her/his credit if she/he has accumulated 13 days or less of sick leave.

The sick leave bank is prorated based on the annual FTE for part-time teachers ( $FTE = CI_{total} / 80$ ).

A salary insurance plan covers full-time or part-time teachers during a disability period of up to 104 weeks. According to the duration of the disability period, the teacher's remuneration shall be as follows:

- 5 working days or the number of sick leave days that the person has (if she/he has less than 5 days in her/his bank): payment of a benefit equal to the salary that the teacher would receive if she/he were working;
- After the 5 working days stated above (waiting period) and up to 52 weeks: payment of a benefit equal to 85% of the salary;
- After the end of the 52 weeks and up to an additional period of 52 weeks: payment of a benefit equal to 66 <sup>2</sup>/<sub>3</sub>% of the salary;
- After the 104 weeks expire: use of accumulated sick leave days, based on the teacher's choice.

### **F. GROUP INSURANCE PLANS (5-5.00)**

FEC members are insured, like other CSQ members, by the SSQ company (health, life, long-term salary insurance plans, etc.) Such coverage applies to full-time and part-time teachers.

#### **FOR HOURLY PAID TEACHERS**

Hourly paid teachers do not have access to any of the group insurance plans described below. Therefore, they are entitled to no benefit or leave in case of illness, accident or death.

#### **FOR FULL-TIME AND PART-TIME TEACHERS**

Teachers must contribute to the **basic health insurance plan** and choose among 3 insurance plans (Health 1, 2, or 3). In addition, three types of coverage are available: individual, family, and single-parent. However, an individual may be exempted if she/he can prove that her/his spouse has a group insurance plan with similar benefits. The basic health insurance plan (Health 1) includes the following features:

- 80% prescription drug coverage;
- ambulance transport;
- medical and hospital expenses while the insured is temporarily outside Canada;
- travel insurance and trip cancellation insurance.

The other two plans (Health 2 and 3) also give the insured access to refunds for a number of treatments, services or supplies required to treat a disease, an injury or related to a pregnancy.

Full-time and part-time teachers whose FTE is equal to or greater than 70% benefit, without contribution on their part, from a **life insurance plan** providing a \$6,400 benefit in case of death. This death benefit is \$3,200 for teachers whose FTE is less than 70% (5-5.15). Additional life insurance plans for the teacher and her/his family are also available, according to the participant's needs.



The **long-term salary insurance plan** is mandatory for any individual hired and eligible to such a plan, subject to a renunciation right in certain specific cases. Such insurance provides a teacher with benefit payments in case of total disability. The waiting time is 104 weeks and this insurance is designed to complement the salary insurance plan provided by the Collective Agreement (5-5.22).

For more information on group insurance, travel insurance or insurance-related changes, please consult the following documents on CSQ's Website: <http://fec.lacsq.org/vos-droits/assurances-collectives/>

- Your CSQ Group Insurance Plan at a glance, Contract 9999, January 2019
- CSQ Group Insurance Plan, Contract J9999, January 2015
- Travel Insurance (with Assistance) And Trip Cancellation Insurance, Contract J9999, January 2015

## **G. AUTO, HOME, AND BUSINESS INSURANCE**

In partnership with La Personnelle, CSQ offers you preferential rates, as well as personalized services and coverage. Your spouse and dependents are also eligible to the same benefits as you with La Personnelle. Consult the following page on CSQ's site: <http://www.lacsq.org/assurances/la-personnelle-et-les-protections-resaut-csq/>

## **H. RETIREMENT PLAN**

**All teachers, regardless of their title (full-time, part-time and hourly paid), whether working for regular or continuing education, are eligible and must contribute to the retirement plan (RREGOP).**

If they decide to stop working in the public or parapublic sector while they have no more than two years of RREGOP participation, they may retrieve the contributions that they have already paid, using the appropriate form that the College must provide them with.

For further information on retirement, consult the following page on CSQ's site: <http://securitesociale.lacsq.org/retraite/>

For additional information on the Government and Public Employees Retirement Plan (**RREGOP**), consult Retraite Québec's site at: [https://www.carra.gouv.qc.ca/fra/regime/rregop/rregop\\_s00.htm](https://www.carra.gouv.qc.ca/fra/regime/rregop/rregop_s00.htm)

## Appendix 1:

### Teaching Loads in Continuing Education Listed in Appendix VIII-4 of the Collective Agreement

#### TEACHING LOADS IN CONTINUING EDUCATION SHALL BE APPORTIONED AS FOLLOWS:

COLLEGE OR CAMPUS	A	B
Bois-de-Boulogne	5.00	8.18
Champlain: Lennoxville Campus	2.00	2.64
Drummondville	3.00	2.95
Gaspésie et des Îles		
Gaspé	1.00	0.40
Centre d'études collégiales des Îles-de-la-Madeleine	0.00	0.35
Gérald-Godin	1.00	1.42
Matane	2.00	2.28
Centre matapédien d'études collégiales du Cégep de Matane	0.00	0.00
Rimouski	1.00	1.45
Institut maritime du Québec	0.00	0.00
Centre matapédien d'études collégiales du Cégep de Rimouski	0.00	0.35
Rivière-du-Loup	1.00	0.85
Sainte-Foy	7.00	7.82
Sorel-Tracy	2.00	1.02
Victoriaville	2.00	3.41

## Appendix 2:

# Accessible Leaves or Other Work Opportunities

A number of leaves or other work opportunities are accessible to teachers under certain terms.

### **LEAVE FOR PROFESSIONAL ACTIVITIES (5-7.00)**

As long as the College approves it, a teacher may obtain **leave with pay** to:

- attend conferences or congresses held by a cultural, professional, or scientific association;
- give courses or lectures on educational subjects or to participate in works of an educational nature;
- take part in a ministerial commission, a regional planning committee or any other committee or commission of a similar nature. The teaching load is adjusted or reduced accordingly, in which case the reduction is absorbed by the College.

As long as the College approves it, a teacher can obtain **leave without pay** to:

- participate in any program of cooperation with Canadian provinces or foreign countries, as long as such programs are officially recognized by the Quebec Government or the Canadian Government. The minimum duration of such leave is one year and the maximum is two years;
- exercise an academic function outside Quebec under the terms of a foreign aid program, an exchange program, or an extra-territorial teaching program.

### **PUBLIC OFFICE (5-8.00)**

A teacher who is a candidate in a provincial, federal, municipal or school board election, may obtain leave without pay if required. The teacher resumes her/his duties within 15 days after her/his defeat or at the end of her/his mandat if elected.

### **HALF-TIME LEAVE (5-16.00)**

This type of leave is only accessible to full-time teachers having 3 years of seniority or more or having held a full-time workload for at least 2 years. The teacher may work part-time and obtain 50% of her/his annual salary. The teaching load may be fulfilled within one semester (100% during one of the two semesters), or distributed over two semesters (50% load all year).

### **VOLUNTARY WORKING TIME REDUCTION PROGRAM (5-17.00)**

This program allows a teacher to reduce her/his annual workload by 10% to 60%. If the reduction of the teaching load applies to only one semester, the teacher's leave must be at least 20%. The salary is based on the extent of the requested workload reduction.

This type of leave is only accessible to full-time teachers with at least 3 years of seniority.

One of the benefits of this type of leave is that the teacher's participation in the retirement plan is recognized as though she/he weren't on such leave.

### **LEAVE WITHOUT PAY (5-22.00)**

This type of leave enables a teacher to obtain one full year of leave without pay. It is only available to teachers with at least 3 years of seniority or those who have held a full-time teaching load for 2 years.

### **PROVISIONAL ASSIGNMENT (5-11.00)**

A teacher with 3 years of seniority or having held a full-time workload for 2 years, may accept a temporary assignment in an administrative, professional or technical position. During the course of her/his provisional assignment, the teacher shall be subject to the working conditions of the category of personnel to which she/he is assigned. A provisional assignment may be full-time or part-time.

### **GRADUAL RETIREMENT PROGRAM (5-20.00)**

This program enables teachers to reduce their availability to the College for a period of 1 to 5 years before retirement. This program is available only to full-time teachers. The teacher must apply to the College at least 60 days before the beginning of the gradual retirement, and the workload must remain between 40% and 80% of a full-time load.

## Appendix 3:

# Collective Agreement Working Conditions Not Applicable to Continuing Education Teachers

The Collective Agreement applies to all teachers, full-time, part-time and hourly paid. However, a number of clauses of the 2015-2020 Collective Agreement do not apply to continuing education teachers.

ARTICLES	SUBJECT	COMMENTS
4-1.00	Program Committee and Department	This section does not apply if no programs or departments are created in your College's continuing education. Otherwise, a number of clauses may apply.
4-3.11 paragraphs a) and b) 4-3.12 paragraphs a), b), and c)	College-Union Meeting (RCS)	Article 8-6.10 states that the paragraphs mentioned do not apply to continuing education. Therefore, the following topics are excluded from meetings with the College management.
4-4.00	Selection of Regular Teachers	Does not apply to continuing education, since clause 8-6.02 specifies the selection process for continuing education teachers.
5-1.11 5-1.12	General Offer of Service and Refusal to Add a Course	These clauses apply, in part, to non-tenured teachers in the regular sector.
5-2.00	Tenure	Tenure is not accessible to continuing education teachers.  Tenure is only accessible to teachers holding a position (under a number of conditions). In continuing education, no position is created. Only teaching loads are available. The clauses related to the creation of a position (1-2.27 and 8-4.07) only target regular education teaching resources (8-4.00).  However, if an individual teaches in continuing education and regular education, the seniority accumulated while teaching in continuing education will count towards tenure in the regular sector (5-2.06, 5-2.07, and 5-2.08).
5-4.00	Job Security Mechanisms	Job security mechanisms, such as placement on availability (MED), retraining, employability measures and intrasectorial relocation apply to tenured teachers. This section of the collective agreement also presents the hiring priority for a position or load other than a regular education position (5-4.17). Similarly, income security (5-4.22) applies to regular non-tenured teachers.



ARTICLES	SUBJECT	COMMENTS
5-12.00	Exchange Between Colleges	This type of exchange only applies to tenured teachers.
5-13.00	Leave with Deferred or Anticipated Pay	This type of leave only applies to tenured teachers.
7-0.00	Professional Development	<p>Unless there is an agreement between the College and the union, the chapter on professional development does not apply (8-6.06). This chapter enables regular education teachers to access professional development and receive a refund for some of their professional development costs. Furthermore, some forms of leave are accessible to accommodate teachers involved in professional development.</p> <p>Check with your union in order to find out whether there is an agreement on professional development in your College.</p>
8-7.00	Summer Courses	Summer courses are offered to teachers on availability and regular teachers.





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