

# Guide for New FEC-CSQ Teachers

**2015-2020 Collective Agreement**



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# Presentation of the Guide

## **Welcome!**

Teaching is one of the finest professions in the world! But new teachers are often thrown into the college world without having had the opportunity to explore it. For several, it may also be a first experience as a unionized worker – another world to discover.

The purpose of the present guide is to make new teachers more familiar with the ins and outs of the college environment. Approaching their working environment in full knowledge of the facts will foster positive involvement on behalf of new teachers and make their participation in college life a plus for the entire community.

First, you will be briefly introduced to the roles and operation of the union and Federation, two excellent venues to understand the organization of the college world, that also provide good ways to improve it. Then, information on teaching staff rights and obligations will enable new teachers to find out about the most important elements related to their work and arising from the Collective Agreement.

Feel free to contact your union for any additional information.

The FEC-CSQ wishes you a rewarding career!

Texts edited and adapted by Julie Bellemare, 2017

Original texts by Diane Dufour, Catherine Paradis and France Dionne, 2013

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.

# A Guided Tour of Your New Working Environment: the CEGEP!

**These few tips will help you become familiar with your new working environment and make your integration in the College easier.**

## **1. Explore your environment and locate:**

- The classrooms, laboratory rooms, colleagues' offices, meeting rooms, as well as any other room you will be using;
- The print room (request your code for the photocopiers);
- The computers at your disposal (request your access codes and passwords);
- The printing service (find out about the copyright policy);
- The library.

## **2. Be sure that you are allocated a work space or an office to:**

- Prepare your classes;
- See your students;
- Store your material.

If the College cannot provide you with a work space, invoke clause 8-1.04 and request the related tax deduction forms.

## **3. Visit the Human Resources Department and keep your file up to date:**

- Be sure to provide Human Resources with every required document related to your schooling and experience by the deadline. (See the *Official documents to be supplied* section.)
- Be sure to keep your contact information up to date, so that the College can contact you, for as long as you have an employment relationship, even if you do not have a contract.

## **4. Visit your union:**

- Go to the union office to become a member by signing your membership card and paying the membership fee, which is actually a symbolic amount.
- Attend your local union's general assemblies and do not hesitate to get involved in various local union committees.
- Visit your local union Website, that of your Federation (<http://www.fec.lacsq.org/>) as well as their Facebook pages, where relevant (<https://www.facebook.com/feccsq/>).
- Skim through your Collective Agreement ([http://www.fec.lacsq.org/fileadmin/FEC/documents/Convention\\_et\\_droits/CCAnglais\\_2015-2020\\_FEC\\_SANS\\_MODIFICATION.pdf](http://www.fec.lacsq.org/fileadmin/FEC/documents/Convention_et_droits/CCAnglais_2015-2020_FEC_SANS_MODIFICATION.pdf))

# The Union, FEC and CSQ

## **THE LOCAL UNION**

The first place to go in order to find out about your rights and obligations is the local union. Local union officers are teachers elected by their peers to make sure that the employer complies with the Collective Agreement and to defend teachers' interests as a whole.

Although the College deducts union dues from your pay, you are not automatically a member of the local union. The Rand Formula requires the College to make these deductions and makes sure that you benefit from every advantage provided in the Collective Agreement. However, **to become a member of your union, you must sign a membership card and pay a symbolic amount.** If you are teaching in other colleges, you need to join each separate local union.

Becoming a member of your union enables you to take part in union activities (general assembly, committees, etc.) and to express your opinion, either verbally or by voting. It also makes you eligible to become a union officer.

You may consult your union on various topics under many circumstances:

- to find out more about your rights;
- to find out how to react when convened by the College administration;
- if the College administration wants to conduct an administrative evaluation of your work;
- to better understand how the College functions;
- for explanations respecting various aspects of your labour contract;
- to find out more about your union representatives' activities, etc.

In case of doubt, consulting your union should become a reflex, a second nature. This is the best way to make sure that you make informed choices and avoid committing blunders that might prove difficult to rectify.

## THE RAND FORMULA

**Definition:** A union funding mechanism

### Historique

Justice Ivan C. Rand created this law that bears his name. Called to the New Brunswick Bar in 1912, he was appointed to the Supreme Court in 1943, after 31 years of legal practice. In 1945, he had to arbitrate one of the toughest workplace conflicts in Canada's history, opposing Ford Canada with the United Automobile Workers (UAW). The confrontations opposed the union with the employers, but also union and non-union workers. Justice Rand recognised that gains obtained by the union actually benefit the entire staff of the company. A percentage of every worker's salary then started to be deducted for union operations, regardless of whether an employee was a union member or not.

## UNION INVOLVEMENT: WHY AND HOW?

A union's purposes are normally to study, preserve and promote the professional, social, economic and political interests of its members, as well as those of other workers. The preferred means of achieving such purposes are:

- representing members wherever their interests are debated;
- negotiating and monitoring the implementation of the Collective Agreement;
- developing quality services for the membership;
- circulating information;
- holding training activities, debates and social events;
- providing other organisations with financial or political support;
- taking part in the search for sustainable solutions for the College system and for society as a whole.

### How does it work?

Although the Executive Board administers union business between General Assembly meetings, it is actually the General Assembly (comprised of the entire union membership) that makes all decisions, which is why we say that the **Assembly is sovereign**. Therefore, it is up to each member to take an active part in general assemblies and in other union activities, but also to inform the Executive Board or the General Assembly of any relevant issue.

You may also become a member of your union's Executive Board, a union delegate for your department, a union representative on one of your College's committees, or a member of a union committee. Conditions and structures vary from union to union. Check with your local union! Together, we have the power to improve our working conditions, as well as our living conditions and the fate of our society.

## THE FÉDÉRATION DES ENSEIGNANTES ET ENSEIGNANTS DE CÉGEP (FEC-CSQ)

Your union is affiliated with the Fédération des enseignantes et enseignants de CÉGEP (FEC), which comprises 14 college level teacher unions, for a total of approximately 2,500 members.

### FEC AFFILIATED UNIONS

- Bois-de-Boulogne: SEECB
- Centre de formation aux mesures d'urgence de Lévis: SPCFMUL
- Champlain College – Lennoxville: SECCL
- Drummondville: SEECD
- Gaspé: SPECGIG
- Gérald-Godin: SPPCGG
- Îles-de-la-Madeleine: SEECI
- Institut maritime du Québec: SPPEMQ
- Matane (CMEC): SEECM
- Rimouski (CMEC): SEECR
- Rivière-du-Loup: SEECRDL
- Sainte-Foy: SPPCSF
- Sorel-Tracy: SEECST
- Victoriaville: SEECV

FEC has given itself the mission to study, defend and develop the economic, intellectual, social, and professional interests of its members. Towards this objective, a number of decision-making bodies and committees fostering debate and participative democracy have been implemented. The chart below provides an overview thereof. To consult FEC's statutes:

[http://www.fec.lacsq.org/fileadmin/FEC/documents/Fichiers-importes/documents/2016-2017/FEC-CSQ\\_\\_Statutes\\_and\\_Bylaws\\_2016\\_numeric.pdf](http://www.fec.lacsq.org/fileadmin/FEC/documents/Fichiers-importes/documents/2016-2017/FEC-CSQ__Statutes_and_Bylaws_2016_numeric.pdf)

# FEC-CSQ Organizational Chart

## LOCAL DECISION-MAKING BODIES

<b>GENERAL ASSEMBLIES (GA)</b> <ul style="list-style-type: none"> <li>• Union members</li> </ul>	<b>EXECUTIVE BOARD*</b> <ul style="list-style-type: none"> <li>• Representatives elected by the General Assembly</li> </ul> <p>*or Executive Council or Coordinating Committee</p>	<b>UNION COUNCIL</b> <ul style="list-style-type: none"> <li>• One delegate per department</li> </ul>	<b>LOCAL COMMITTEES</b> <ul style="list-style-type: none"> <li>• Union Committees</li> <li>• College Committees</li> </ul>
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## FEDERAL DECISION-MAKING BODIES

<b>CONGRESS</b> <ul style="list-style-type: none"> <li>• Members delegated by the unions of the FEC-CSQ (twice the General Council delegation)</li> <li>• The Executive Board of the FEC and the other members with release time</li> <li>• Meets every three years</li> </ul>	<b>FEC-CSQ GENERAL COUNCIL (GC)</b> <ul style="list-style-type: none"> <li>• Members delegated by the unions of the FEC-CSQ in proportion to their respective membership</li> <li>• The Executive Board of the FEC and the other members with release time</li> <li>• Meets four times a year</li> </ul>	<b>FEC-CSQ FEDERAL COUNCIL (FC)</b> <ul style="list-style-type: none"> <li>• One delegate per union</li> <li>• Meets when required between GC meetings</li> </ul>
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## MEMBERS ELECTED BY THE GENERAL COUNCIL TO FILL A NUMBER OF FUNCTIONS AT FEC

<b>EXECUTIVE BOARD</b> <p>Elected representatives with release time:</p> <ul style="list-style-type: none"> <li>• President</li> <li>• Treasurer</li> <li>• Four vice-presidents</li> </ul> <p>Women have precedence on three of the six positions on the Executive Board</p>	<b>OTHER ELECTED REPRESENTATIVES</b> <p>Elected representatives with release time:</p> <ul style="list-style-type: none"> <li>• Woman coordinator of the Status of Women Committee</li> <li>• Labour relations resource person</li> </ul> <p>Elected representatives without release time (participation):</p> <ul style="list-style-type: none"> <li>• Committee to prevent and address sexual harassment, sexism and violence</li> <li>• Coordination of the Sociopolitical Action Committee</li> <li>• National Table against homophobia and transphobia in education systems</li> </ul>
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## FEDERAL WORK COMMITTEES

<b>CIFAC</b> <p>Committee for Information, Training on and Implementation of the Collective Agreement</p> <ul style="list-style-type: none"> <li>• One or two local union delegates responsible for the application of the Collective Agreement</li> <li>• Technical advisor</li> <li>• Labour relations resource person</li> <li>• Political coordinator appointed by the Executive Board</li> </ul>	<b>WATCHDOG COMMITTEE (COMITÉ DE VIGILANCE)</b> <p>The committee that keeps track of government policy in education and decisions made by other organizations respecting college teaching</p> <ul style="list-style-type: none"> <li>• One delegate from each union</li> <li>• Advisor and information agent</li> <li>• Political coordinator appointed by the Executive Board</li> </ul>	<b>SOCIOPOLITICAL ACTION COMMITTEE</b> <ul style="list-style-type: none"> <li>• One delegate per union</li> <li>• Coordination elected by the General Council</li> <li>• Political coordinator appointed by the Executive Board</li> <li>• Meetings as needed</li> <li>• Participation in CSQ's Sociopolitical Action Network</li> </ul>	<b>COMITÉ DE LA CONDITION DES FEMMES (CCF)</b> <ul style="list-style-type: none"> <li>• One woman delegate per union</li> <li>• Woman coordinator elected by the General Council</li> <li>• Woman political coordinator appointed by the Executive Board</li> <li>• 4 remote meetings per year</li> <li>• Participation in CSQ's Women's Network</li> </ul>
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Note: Other committees may be created as required. **For bargaining periods**, a negotiation committee is created at FEC-CSQ to negotiate sectoral matters of the Collective Agreement specific to CEGEP teachers.



## THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)

Your union and FEC are also affiliated with the Centrale des syndicats du Québec (CSQ), which comprises 11 federations, a retirees association, and a group of bargaining units, for a total of 240 unions and over 200,000 members. This affiliation allows your union to benefit from the services of the Centrale, to take part in its decisions and to participate in defining its trends. To consult CSQ's Website: <http://www.lacsq.org/>.

Union and federation delegates gather every 3 years for the Congress, and 4 times a year for the General Council. Intersectoral matters (salaries, retirement, parental rights and regional disparities), are negotiated by CSQ's Negotiating Committee. CSQ's General Negotiation Council (CGN) is consulted during the negotiation process, but the approval or rejection of agreements in principle and motions to strike must be voted by local union general assemblies.

Members may also be delegated by their respective unions to be part of one of CSQ's networks. If you are interested in one of these themes, talk to your local executive.

### A BIT OF UNION HISTORY

The Fédération des enseignantes et enseignants de cégep (FEC-CSQ) came into being when CEGEPs were created, in 1968. A number of unions then decided to join the Centrale de l'enseignement du Québec (CEQ, now known as CSQ). Until then, they had been affiliated with the CSN (Confédération des syndicats nationaux), that included the teachers of classical colleges and technical schools. These institutions had been amalgamated together to form the new CEGEPs. CEQ was still a corporation of elementary and high school teachers at the time. In spite of its official title, it had already pretty much adopted the features and the role of a very active union organization within the feverish social movement of that era. It was actually during that period that the CSQ experienced its first Common Front with the FTQ (Fédération des travailleurs et travailleuses du Québec — Quebec Federation of Labour) and the CSN (Confédération des syndicats nationaux — Confederation of National Trade Unions), the strike involving all 300,000 public sector employees, which was brought to an end by special legislation, and the jailing of its president, along with those of the CSN and the FTQ, and the publication of its famous manifesto, *L'école au service de la classe dominante* (The School System Serves the Ruling Class), adopted by the 1972 Congress. The CEQ officially became a central labour body in 1974. From the very beginning of its existence, the FEC has occupied a place far outweighing its numbers within this movement, and has been at the forefront of the union effervescence surrounding those years.

#### CSQ'S NETWORKS

- Status of Women Network
- Youth Network
- Sociopolitical Action Network
- Occupational Health and Safety Network
- CSQ Environment and Sustainable Development Network (EVB-CSQ)

# The Collective Agreement

The Collective Agreement is the labour contract binding the employees to their employers. As teachers, we have two employers: the College and the government. The present Collective Agreement is the result of a long evolution.

In the 1960s, when our current education system was implemented, teachers' working conditions were quite different from ours. Their working conditions were actually quite deplorable: ridiculously low salaries, little or no protection against employer arbitrariness, lack of national standards guaranteeing consistent working conditions, etc.

Major union struggles, in the 1960s and 1970s, have led to an improvement of these working conditions. They have yielded decent salaries, the implementation of a job security system, the national definition of working conditions, and fringe benefits (insurance, vacation, job security, parental rights, etc.).

## WHO IS COVERED BY THE COLLECTIVE AGREEMENT?

The Collective Agreement applies to all regular and continuing education teachers, regardless of their status (tenured or not).

However a number of articles of the agreement do not apply to continuing education teachers. In addition, those teaching non-credit courses in customized training\* are not covered by the Collective Agreement in accordance with article 2-1.02.

\*A number of exceptions apply to Victoriaville and Sainte-Foy, as well as Lévis CFMU (Centre de formation aux mesures d'urgence).

## THE NEGOTIATION OF THE COLLECTIVE AGREEMENT

A negotiation process is essentially a process of discussing proposals in order to reach an agreement. In this specific case, the employees and their employers negotiate in order to define the employees' labour contract. The Collective Agreement is therefore an agreement concluded between the employees and their employers in accordance with the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (commonly known as Bill 37).

**What is negotiated** (therefore, what is part of our Collective Agreement):

- **Intersectoral matters**, i.e. those common to all workers of the education, health and social services sector: salaries, parental rights, the retirement plan and regional disparities;
- **Sectoral matters**, i.e. those specific to CEGEP teachers: work organization, the workload and its distribution, hiring and tenure procedures, job security, professional development, leave, etc.;
- A number of matters require a certain amount of coordination, for instance, among CEGEP employees (support workers, professionals and teachers), for instance, psychological harassment and violence in the work place, access to employment equality, non-discrimination.

No local agreement is concluded during the Collective Agreement bargaining process, but the Agreement does provide for a number of matters that may be negotiated locally once the Collective Agreement is signed (Section 59 of Bill 37).

## NEGOTIATING COMMITTEES

**Employees (labour)** are represented by the Fédération des enseignantes et enseignants de Cégep (FEC-CSQ) for sectoral matters and by the Centrale des syndicats du Québec (CSQ) for intersectoral matters.

**The employer (management)** is represented by the Comité patronal de négociation des collèges (CPNC) for sectoral matters. The employer's demands come from the CPNC and are discussed between the Fédération des cégeps and the ministère de l'Éducation et de l'Enseignement supérieur (Quebec's Ministry of Education and Higher Learning).

For intersectoral matters, the CPNC's mandates to negotiate are authorized by the Council of Ministers and the Treasury Board, and the Treasury Board supervises the negotiating process dealing with financial issues.

Our employer, the government, also being legislator, has the power to legislate our working conditions, which has been done on several occasions since 1970, most notably during the 1982 negotiations, which ended with a *decree*, i.e. the imposition of work conditions instead of the execution of a collective agreement. In 2005, intersectoral negotiations as well as a number of sectoral matters were also settled by decree.

## THE NEGOTIATING PROCESS

Negotiations may go on for several months if not for more than a year. First, the federations and the union centrals collect and interpret data, in addition to analyzing the social, economic and political framework. Afterwards, they consult their membership on bargaining strategies and demands. Union organisations must also set priorities. They may then prepare and table their set of demands. The employer's "offers" (which are actually demands, most of the time), must be sent to the union organisations 60 days following the tabling of the union demands.

Then begins the work at the negotiation tables, where the parties discuss and deal with the various matters in order to identify areas of agreement. It is generally at that moment that positions become less flexible and each party attempts to better the other. The employer tries to achieve potential efficiencies by limiting our gains and clawing back on our acquired rights (job security, work organization, workload calculation, etc.). while our union representatives work to maintain our acquired rights and improve our working conditions. Then comes the time for mobilization: we need to demonstrate our determination and build alliances with other organizations sharing our convictions.

When the parties reach an agreement, the content is written up in the form of a Collective Agreement. Lastly, a union assessment is prepared with the members and the decision-making bodies in order to identify the strengths and weaknesses of the process and adopt proposals for the negotiations to come.

The file on collective agreement negotiations contains the assessment of the last negotiations and historical benchmarks respecting FEC's negotiation processes (1967-2007) : <http://www.fec.lacsq.org/convention-et-droits/negociation/index.html>

## INFORMATION CONTAINED IN THE COLLECTIVE AGREEMENT

This labour contract has more than 300 pages! The Collective Agreement presents **your rights and responsibilities** in a very detailed manner. It namely includes:

- definitions for a number of terms (teaching year, spouse, dependent child, working days...) and employment statuses (regular teacher, hourly paid teacher, full-time teacher, part-time teacher...), etc. (Chapter 1);
- the jurisdiction related to the scope of application of the Collective Agreement, non-discrimination, equal access to employment, violence and psychological harassment, and sexual harassment (Chapter 2);
- union prerogatives as related to union activities, the right to hold meetings, and union dues (Chapter 3);

- all details respecting:
  - work organization (Chapter 4): program committee and department, selection of regular teachers, etc.;
  - employment and fringe benefits (Chapter 5): hiring, tenure, seniority, job security, insurance, parental rights, leave, occupational health and security, etc.;
  - remuneration (Chapter 6): salary, calculation of work experience, evaluation of years of schooling, salary scales and hourly rates, travel expenses, etc.;
  - professional development (chapter 7);
  - the teaching load and its distribution (Chapter 8): vacation, teaching load, calculation of a teacher’s workload, (CI), continuing education, summer courses, availability, etc.;
- procedures for settling grievances and arbitration (Chapter 9);
- appendices: salary scales, agreements respecting a number of colleges, pavilions and sub-centres, templates and forms (e.g.: employment notice), various letters of agreement, list of subjects, calculation of a teacher’s workload, FTE allocations for each section of the teaching load, etc.

## Definitions of the Precarious Status, the Individual Workload and the Full-Time Equivalent

In the college sector, teachers are said to have a “precarious status” if they are not covered by complete job security, in other words, if they are non-tenured. Several categories of teachers are comprised within this definition. The individual workload (CI) and the full-time equivalent (ETC) are measurement units used to estimate teachers’ workload and determine whether they are working full-time or part-time.

### **A. 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*).

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.

## B. 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.

## C. 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.

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

Most continuing education teachers hold contracts as hourly paid teachers. However, according to Appendix VIII-4 of the Collective Agreement, some continuing education teachers can be hired on teaching loads paid on a full-time equivalent (FTE) basis (see the section defining a *Full-Time equivalent*). These individuals may be hired under a full-time or part-time contract.

## E. SUBSTITUTE TEACHER (1-2.15 AND 5-1.10)

Part or all of the substitute teacher's teaching load consists of replacement duties for a person on leave, benefiting from release time, or without pay.

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

The **annual teaching load** is determined by adding both semestrial CIs. 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.

The CI expresses the amount of work (in units) carried out weekly, on average. It thus covers **the entire semester**, including the weeks before classes start and after they end. In general, a **full-time semestrial teaching load** will be between 40 and 44 units of CI.

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://www.fec.lacsq.org/convention-et-droits/convention-collective/index.html>.

## **G. FULL-TIME EQUIVALENT (FTE) (5-1.04 AND 8-4.08)**

Another unit to calculate the teaching load is the full-time equivalent (FTE), used in college teachers' hiring contracts. 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 (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 ( $FTE = CI_{total} / 80$ ). For example, the FTE for a teacher whose annual CI is 66, will be  $66/80 = 0.825$  FTE.

The expression **semestrial FTE** is also 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.

For an **hourly paid teacher**, the FTE is calculated as follows:  $FTE = \frac{\text{total number of periods stated in the contract}}{525}$ .

The full-time equivalent is used to calculate the experience and seniority of an individual working for the College 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 teachers, the calculation is based on the corresponding proportion of a full-time equivalent.

A **full-time annual** 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.

# Hiring and Employment Contract

## **A. POSTING OF ASSIGNABLE TEACHING LOADS (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 regular teaching, if someone holds a priority, the College does not have to resort to posting, but must send the offer to those individuals that have a priority. For continuing education, those interested in any teaching load offered must apply, even if they have employment priority.

## **B. SELECTION COMMITTEE**

### **FOR REGULAR TEACHING (4-4.00)**

Once the posting deadline expires, the selection committee, consisting of three teachers and two individuals chosen by the College, convenes to recommend the hiring of the chosen applicant. The College cannot hire an individual that has not been recommended by a majority of selection committee members.

### **FOR CONTINUING EDUCATION (8-6.02)**

The selection process for the continuing education, 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.

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.

## **C. HIRING AND EMPLOYMENT 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.

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 full-time annual contract is normally signed in January, although it may be signed later on during the winter semester, for example, when a teacher replaces someone else.

## **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.

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 14th pay period, i.e. around mid-February (6-1.05).

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.

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)

Appendix VI-1 presents 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)

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

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.

For **hourly paid teachers**, the hourly rate is based on schooling only. Hourly rates appear in Table B of Appendix VI-1. These rates include vacation pay.

The following steps are used to **determine the salary step in the scale**:

- Assessment of the teacher's experience (teaching, professional, or industrial);
- Assessment of 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.

Individuals teaching at the Institut maritime du Québec and whose teaching load mainly covers subjects related to maritime technology specializations, and who hold marine certificates (navigation, radio communications & maritime electronics, maritime mechanics), shall receive an increase equal to 15% of the salary to which they would normally be entitled. Teachers with what the College considers to be an equivalent training, shall receive the same increase. Appendix III-3 presents these teachers' salary scale.

To make sure that you are receiving the salary you are entitled to, and since experience and schooling assessment can actually be rather complex, do not hesitate to consult your union if you have doubts. The *Guide de détermination de l'échelon salarial* is available on FEC-CSQ's Website, at the following address: [http://fec.csq.qc.net/fileadmin/FEC/documents/Convention\\_et\\_droits/Guide\\_de\\_d%C3%A9termination\\_de\\_l\\_%C3%A9chelon\\_salarial.pdf](http://fec.csq.qc.net/fileadmin/FEC/documents/Convention_et_droits/Guide_de_d%C3%A9termination_de_l_%C3%A9chelon_salarial.pdf).

## G. REFUSAL TO ADD COURSES (5-1.12)

Part-time, non-tenured teachers **may refuse that a course be added to a teaching load** that they have previously accepted, unless this addition leads to the creation of a position. Two dates are determined in the Collective Agreement: for the fall semester, the refusal to add a course may occur after June 30, and for the winter semester, it may occur after December 15. These dates may be modified by an arrangement between the union and the College.

## H. 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.

To maintain your employment priority, you must complete a form stating that you wish to keep your priority for the following contract year (see the section on the *General Offer of Service*).

## I. 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 the section on *Hiring Priority*). 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.

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.

## J. 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).

# Teaching Load and Working Conditions

## A. TEACHING LOAD: SECTIONS 1 AND 2 (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** includes the following activities:

- preparation of the course outline<sup>1</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  $Cl_r$ , and compatible with those subjects listed in the teacher's contract and with her/his experience.

These activities are part of the teaching load and must be accomplished by all. **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 must personally compile the grades for each one of their respective exams 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** of the teaching load 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.

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

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<sup>1</sup> The course outline refers to a document prepared for students in order to help them plan their work throughout the course. (Source: COMITÉ PARITAIRE (CPNC, FAC, FEC-CSQ, FNEEQ). *Enseigner au collégial... Portrait de la profession*, mars 2008, 73 pages.)

**Section 2** also includes several other activities. However, their fulfilment is subjected to the teacher's agreement and release time may be granted for them:

- 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.

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

**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. **Hourly paid** teachers do not have any availability time to provide, other than the time required for teaching classes, as well as supervising and correcting their examinations and assignments.

Availability is a number of hours during which teachers must be available to the College. It includes every activity related to the teaching load, meetings, presence at the office, or recognition of time worked (173 hours, 8-3.02).

A number of restrictions must be observed:

- 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).

## **C. RECOGNITION OF TIME WORKED (8-3.02)**

The availability period also includes the recognition of time worked towards such pedagogical activities as:

- program pedagogical life: participation in selection committees, departmental or program representation on network committees, collaborative work on course frameworks and course outlines, development of teaching tools;
- student support and supervision activities: for example, peer tutoring, committees, or projects on which teachers and students work together;
- pedagogical training activities: any field-related, pedagogical or ICT professional development activity, credited or not;
- professional assistance to teachers;

- information and promotional activities related to the development of the College;
- other activities related to the improvement of student success (after agreement between department members and the College).

These pedagogical activities total 173 hours per individual annually, and are distributed among department members. They are also recorded in the annual departmental work plan. 80% must be devoted to pedagogical activities and 20% of the hours will be devoted to collaborative school life activities inherent in the program.

For **part-time** teachers, the number of hours to be devoted to the recognition of time worked is calculated in proportion to their respective FTE.

**New teachers** have two semesters for their professional integration and their participation in pedagogical training activities.

#### **D. DEPARTMENT (4-1.05 TO 4-1.14, AND 8-6.08)**

All **regular teachers** are part of a department including one or several subjects.

**Non-tenured** teachers are thus full department members. They take part in department meetings and workload distribution, they can be appointed on selection committees or as department coordination. They have the same speaking rights and voting power as tenured teachers.

A new feature of the 2015-2020 Collective Agreement, enables **continuing education** teachers to be integrated in a regular department after an agreement with the College. The departmental activities in which these continuing education teachers are to be taking part must be specified in the said agreement. If a given continuing education study program cannot be related to any regular teaching program, the creation of another exchange venue for the program may be agreed upon between the College and the union.

The department forms a self-directed team whose mandate is to work in complementarity with the program(s) in which its subject(s) is/are involved, and ensure pedagogical management respecting the teaching of its subject(s).

#### **E. PROGRAM COMMITTEE (4-1.01 TO 4-1.04, AND 8-3.01 b))**

The program committee includes teachers from general and specific subjects designated by their respective departments. The criteria respecting the composition of this committee are established by the College after consultation with the Union. Thus, **non-tenured** teachers may sit on program committees and even coordinate them.

The mandate of the program committee is to ensure the program's pedagogical harmonization and quality, as well as learning integration. Its elected members shall:

- take part in the development, implementation, and evaluation of the targeted program;
- gather views of the departments they represent;
- make recommendations to the College that are likely to improve the quality of the program, taking into account the analysis of success rate indicators;
- define the program's internal governance rules;
- develop the comprehensive examination guidelines;
- write and submit an annual working plan and a report.

A teacher that has been designated by her/his department to sit on a program committee must take part in the said committee. However, an individual involved in several program committees, is not required to attend every meeting held by these committees.

## **F. SUMMER COURSES (8-7.00 AND 8-6.05)**

The priority for summer courses first goes to teachers placed on availability<sup>2</sup>, and then non-tenured teachers having priority in the targeted subject. In general, an individual can only teach one summer course and will be paid as an hourly paid teacher, with the exception of the case presented below.

A part-time teacher with a teaching load of sixty (60) regular credits or more who teaches summer courses or acts as a substitute shall become a full-time teacher if these courses allow her/him to reach a teaching load of 80 CI units (5-1.04 c)).

## **G. VACATION (8-2.00)**

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 ( $FTE = CI_{total} / 80$ );
- For **hourly paid** teachers, the hourly rate includes vacation pay (6-1.03).

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 maternity leave, paternity leave, and adoption leave, as well as 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.

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 full-time teacher for a working day. Furthermore, the employer shall never pay you for less than half a day for such work (6-1.06).

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<sup>2</sup> **Teacher on availability (MED) (5-4.00)**: When there is an excessive number of tenured teachers in a subject compared to the number of teaching positions planned for the following academic year, the College identifies the surplus tenured teachers and places them on availability. A teacher's placement on availability may be cancelled during the academic year if her/his teaching load reaches 80 units.

# Hiring Priorities and Teaching Load Distribution

## A. GENERAL OFFER OF SERVICE (5-1.11)

A **non-tenured teacher wanting to obtain a teaching load for the following contract year** must send the College, in April of each year, a notice specifying that she/he wishes to offer her/his services towards any teaching load in the discipline(s) taught. This notice makes it clear to the College that the teacher wants to benefit from her/his employment priority (see the section on *Hiring Priorities for Teaching Positions*).

The General Offer of Service enables the teacher to remain on the priority list for the following year and have access to assignable teaching loads.

A teacher who only acquires priority after April shall send her/his offer of service then.

An individual that has not forwarded her/his notice to the College will not be contacted when loads or positions are posted during the following year. However, the individual may apply by writing to the College when an employment notice is posted.

**A number of colleges have signed a local agreement according to which teachers don't need to send any General Offer of Service.** These teachers remain on the hiring priority list automatically. Ask your union whether such an agreement exists in your College.

## B. 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.

If one or several individuals hold a priority, the College does not have to resort to posting, but must send the offer to those individuals that have a priority.

## C. HIRING PRIORITIES FOR TEACHING POSITIONS (5-4.17)

The Collective Agreement provides a number of clauses to avoid sending non-tenured teachers “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. A teacher's position is based on:

- status: on availability, non-tenured, on income security (5-4.22);
- title: full-time or part-time;
- teaching load held: full-time or part-time;
- seniority;
- nature of the assignable load: position or load;
- teacher's origin: college, discipline, other category of personnel.

Priority lists for regular CEGEP teachers are reviewed and corrected according to the hiring order presented in article 5-4.17 of the Collective Agreement. Teachers are positioned on the lists and **assignable loads or positions are offered in accordance with the order of the lists.**

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.

Other **relevant information** regarding employment priority:

- To remain on the priority list, a teacher must send a notice to the College during the month of April (see the section on the *General Offer of Service*).
- When a teacher benefits from more than one job priority, she/he may use the most favourable priority available to her/him (5-4.16 d)).
- If a teacher is awaiting a load (without a contract), she/he has a priority without accumulating seniority, but her/his seniority shall remain credited to her/him (5-3.05 e)).
- A non-tenured teacher does not have to accept a teaching load from the College and her/his job priority shall be maintained for the 3 contract years following the end of her/his last contract.
- The hiring priority for summer courses is presented in the section on *Summer Courses*.
- A teacher may exercise her/his job priority on every assignable load in the CEGEP, until she/he obtains a full workload (5-4.16 c)).
  - Despite this clause, the College must not assign a full-time teacher a load exceeding 55 units during a given semester, unless an agreement is signed.
- An teacher's employment priority may be withdrawn, in which case the individual must be informed of the specific teaching-load related reasons for such withdrawal (see the section on *Refusal to Grant Employment Priority*).
- A non-tenured teacher who has taken a leave related to parental rights or disability, may signify her/his job priority for teaching duties. If the course is assigned to her/him and if she/he accepts it, the course shall be reserved for her/him until she/he comes back to work (5-4.16 a et b)).

In addition, the College must **take the following applications in consideration** before hiring another teacher for teaching duties or a teaching position:

- an hourly paid teacher with less than 3 years of seniority that is in the College's employ;
- a teacher in the College's employ that wishes to change subjects;
- a teacher from another college;
- a teacher targeted by 5-4.17 a) or b), after the expiry of her/his employment priority.

## **D. HIRING PRIORITY IN CONTINUING EDUCATION (8-6.03 AND APPENDIX VIII-4)**

Teaching loads in continuing education are offered to teachers based on two different orders of priority. There is an order of priority for hourly paid teachers and teachers paid on an FTE basis in accordance with Column A of Appendix VIII-4, and the second order of priority is for teachers paid on an FTE basis in accordance with Column B of the same appendix.

**The Collective Agreement presents the hiring sequence on a teaching position (5-4.17 a)) and the hiring sequence on teaching duties other than a teaching position (5-4.17b)) for regular education.**

These hiring sequences appear in Appendix 1 of the present guide.



The order of priority for **hourly paid teachers and teachers paid on an FTE basis in accordance with Column A of Appendix VIII-4** is as follows:

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

If several individuals have **equal priority in the same subject**, the College shall rank them according to their seniority on 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.

No individual occupying a full-time job at the College or elsewhere shall be entitled to an assignable teaching load unless there is a shortage of available teaching staff for the said load (5-1.13). Hourly paid teachers must have taught 700 periods to be considered full-time. These would be situations of dual employment.

An teacher's employment priority may be withdrawn, in which case the individual must be informed of the specific teaching-load related reasons for such withdrawal (see the section on *Refusal to Grant Employment Priority*);

For **teaching loads pertaining to Column B of Appendix VIII-4**, priority is given to:

- a **non-tenured** teacher who has already taught in continuing education, but who has less than 3 years of seniority, for the year following the expiry of her/his last contract, for a teaching load in her/his subject.

When an **assignable teaching load exists**, it must be posted on an electronic support available online and those interested must apply in writing (5-1.12). Afterwards, the load shall be offered to teachers that have a priority, based on the priority list established by the College in compliance with the Collective Agreement. If no one with a priority applies on a given load, a selection process shall be implemented by the College.

## **E. TEACHING LOAD DISTRIBUTION (4-1.07, PARAGRAPHS 2.1 AND 2.3, 4-1.12, AND 8-5.03)**

Teaching loads are distributed twice a year. The department coordinator prepares and submits to the departmental assembly, a project for the distribution of teaching loads for the following semester. This project must be discussed and approved by department members and the distribution must be carried out in accordance with the department's internal rules. The Collective Agreement states that the teaching load shall be equitably distributed among the teachers, regardless of whether they are tenured or not.

The distribution shall be done by the department and submitted to the College for approval.

## **F. INCOME SECURITY (5-4.22)**

Income security is available to regular teachers who **have assumed a teaching load of at least 0.5 FTE (or a 50% load) for at least 5 consecutive years**. These teachers shall receive **50% of their salary for 3 consecutive years** when they do not obtain a contract or when they obtain a contract that is less than 0.5 FTE during these years.

Here are a few **relevant details** for individuals benefiting from income security:

- The period of 3 consecutive years shall be reconducted if the teacher occupies a load equal to or exceeding 0.5 FTE for one of the 3 years of income security.
- The availability of the teacher benefiting from this protection is established by the College no later than 5 days before the beginning of the academic year. The extent of her/his availability may be changed during the year, and cannot exceed the proportion of salary protection (0.5 FTE). The change may be refused by the teacher for reasonable motives (8-8.01 b):
  - In addition to a teaching load, a teacher who benefits from salary protection may be asked to perform one or several activities provided by clause 8-3.01 b up to a 50% load (see *Teaching Load, section 2*);
  - A teaching load left vacant owing to a teacher's departure, leave, or release time for more than 15 working days may be taken over by an individual on income security (5-1.03);
  - A teaching load including summer courses must be accepted by the teacher in order to reach a 0.5 FTE load for the year. Summer courses must end before June 24; otherwise, every day worked during the vacation period shall be paid at the rate of 1/260<sup>th</sup> of the annual salary (6-1.06).
- Any teaching load in another college in excess of 0.5 FTE, shall reduce the salary protection by the proportion exceeding 0.5 FTE.
- A teacher may withdraw from this salary protection for a given year. She/he shall remain covered for the remaining years of her/his salary protection.
- For the purpose of salary, experience and seniority calculations during the salary protection period, the teacher shall be deemed part-time with a 0.5 FTE load. The same goes for retirement, insurance, parental rights, as well as other rights and benefits provided by the Collective Agreement. If the load is higher than 0.5 FTE, a new contract shall be signed.
- To regain eligibility to this salary protection once the 3 years are over, the teacher must once again occupy a load of at least 0.5 FTE for 5 consecutive years.

This income security clause only applies to the unions in our Federation (FEC-CSQ).

## **G. 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 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 express as full-time equivalents – (FTE = total teaching load (fall + winter) divided by 80 =  $CI_v/80$ );
- For **hourly paid teachers**: 525 periods of teaching are worth one year of seniority, whether classes are taught in regular or continuing education.

### **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.

For **non-tenured** teachers, seniority is not accumulated while the individual does not have a contract, but shall remain credited to the teacher during the 3 years immediately following the year of her/his last contract with the CEGEP. If the individual has obtained no contract after 3 years, her/his priority and seniority shall be lost.

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 the section on **Hiring Priority**). 

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, not the seniority appearing on the College's official list.

## Social Benefits

### **A. TENURE (5-2.00)**

Tenure is a status acquired at the beginning of a teaching contract in an available position<sup>3</sup>, in a college, that provides job security to the individual who acquires it. There are 4 possible ways to acquire tenure:

- A position obtained by a teacher during one of the two contract years following her/his assignment by the College to an available position during 2 consecutive years;
- A position obtained by a teacher during one of the two contract years following her/his assuming a full-time teaching load during three consecutive years. Two of these consecutive years shall have been spent in regular teaching;
- A position obtained during two consecutive years by a teacher with three years of seniority. Tenure is acquired at the beginning of the 2<sup>nd</sup> contract in an available position;
- A position obtained by a teacher with five years of seniority.

However, a number of situations may **delay the acquisition of tenure**:

- A year during which a teacher has been on any leave, leave of absence or release time, in a full-time capacity for one complete semester or more shall be deemed to be a “consecutive year” (or a consecutive contract) for the first three means to acquire tenure described above. However, it shall not be credited as service time toward the acquisition of tenure.
- Similarly, the seniority accumulated during a period of disability lasting more than three months, shall not be credited toward the acquisition of tenure (5-5.39).

Other situations **do not interfere with the acquisition of tenure**:

- An individual on maternity leave, paternity leave or adoption leave, accumulates continuous service for the purposes of obtaining tenure (5-6.57).
- An individual having accumulated 3 years of seniority, may benefit from one or several types of leave related to parental rights (leave without pay commonly called parental leave (5-6.40), full-time, for one semester or more, although without exceeding one year, without any delay respecting the acquisition of tenure.
- There is no delay respecting the acquisition of tenure by an individual on temporary assignment.

**Tenure gives access to job security** and, consequently, to a certain income security, to possible exchanges between colleges, as well as to leaves with deferred or anticipated pay.

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<sup>3</sup> **Available Position (1-2.27):** A full-time annual assignable teaching load in a subject, determined during the creation of the project for the distribution of teaching loads and activities for the following year or left vacant after the departure of the incumbent.

## **B. PROFESSIONAL DEVELOPMENT, LEAVE FOR PROFESSIONAL DEVELOPMENT AND LEAVE FOR OBTAINING A MASTER'S DEGREE (7-0.00)**

Tenured and non-tenured teachers have access to professional development in the form of courses (credited or not), activities (symposiums, congresses or others), or an assignment deemed useful to their teaching. These forms of leave and release time allow to reduce an individual's teaching load to enable her/him to perfect her/his knowledge or complete her/his studies. Professional development is accessible to part-time or full-time regular teachers.

### **Leave with Pay for Professional Development (7-2.00)**

A **full-time teacher** is eligible for full-time or part-time leave with pay for professional development purposes.

### **Leave Without Pay for Professional Development (7-3.00)**

**Any teacher** may take full-time or part-time leave without pay for professional development purposes after giving notice to the College within a reasonable deadline. The normal duration of leave without pay for professional development purposes is at least one semester and at most two years.

### **Leave for Obtaining a Degree Providing Access to Salary Step 18 (7-6.00)**

This clause gives **non-tenured and tenured** access to leave with release time, without salary loss, for obtaining a first Master's degree. The application must be submitted to the Parity Placement Committee before May 15. Priority is granted to teachers with 19 years of schooling who were at step 17 in 2015-2016. The duration of such leave varies between one and four semester, full-time or part-time, and continuation of the project from one semester to the next is conditional on its successful completion.

## **C. OTHER ACCESSIBLE LEAVE**

The following types of leave are accessible to **non-tenured teachers**.

### **Leave for professional activities (5-7.00)**

As long as the College approves it, a teacher can 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.

## D. OTHER WORK OPPORTUNITIES

### 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.

### Service Loans (5-15.00)

An organization other than the College may use the services of a teacher who shall continue to be paid by the College. The conditions involved in the service loan shall be agreed upon by the College, the targeted teacher and the organization by means of a signed agreement.

## E. SPECIAL LEAVE AND LEAVES FOR FAMILY REASONS (5-10.01 TO 5-10.05)

A teacher is entitled to **paid leaves without losing any right**, after notifying the College, for 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.

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.

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. A maximum number of 6 days may be deducted from the teacher's bank of sick days, while any additional day shall be without pay. These days may be divided into half-days of absence.

## **F. PARENTAL RIGHTS (5-6.00)**

For any information related to parental rights (Quebec Parental Insurance Plan, or QPIP, maternity leave, paternity leave, adoption leave, leave without pay, leave during pregnancy, preventive withdrawal, notice of departure and notice of return to be given to the employer, etc.), see FEC-CSQ's *Guide sur les droits parentaux et le RQAP* (Guide on Parental Rights and the QPIP), available through your union or on FEC's Website at: <http://www.fec.lacsq.org/convention-et-droits/guides-sur-les-droits-parentaux-et-le-rqap/index.html>.

Although this document contains the main relevant elements related to the QPIP, you are advised to visit [http://www.rqap.gouv.qc.ca/index\\_en.asp](http://www.rqap.gouv.qc.ca/index_en.asp) or consult existing information booklets on the QPIP.

It is important to meet your union representatives in order to exercise all the rights related to your personal situation to the best possible extent.

## **G. 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.

Hourly paid teachers are not eligible to any of the forms of coverage presented below.

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%. 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) (see the section on *Sick Leave and Salary Insurance*).

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

- Votre régime d'assurance collective en un coup d'œil CSQ (*Your CSQ Group Insurance Plan at a glance*), Contract 9999, January 2018
- Régime d'assurance collective CSQ (*CSQ Group Insurance Plan*), contract J9999, January 2015
- Assurance voyage (avec assistance) et assurance annulation de voyage (*Travel Insurance (with Assistance) And Trip Cancellation Insurance*), contrat J9999, January 2015

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

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 ( $FTE = CI_{total} / 80$ ). **Hourly paid** teachers are entitled to no sick leave days.

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 2/3% of the salary;
- After the 104 weeks expire: use of accumulated sick leave days, based on the teacher's choice.

For any specific question respecting sick leave or salary insurance, please talk to your union representatives.

## I. 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/>

## J. RETIREMENT PLAN

All teachers, regardless of their title (full-time, part-time and hourly paid), whether working for regular or continuing education, 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/ang/regime/regimes.htm>.

## Dispute Resolution (4-3.00 and 9-0.00)

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 request 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 (RCS). 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.

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.



# Appendix 1: Rules Governing an Assembly

There are several codes that determine the rules governing a deliberative assembly, such as the Therrien Rules of Order and the Morin Rules of Order. It is up to the union to adopt one. The Statutes and Bylaws of the union (or those of the Federation, for federal decision-making bodies), specify how decisions are to be made (simple majority, two thirds majority, etc.). The FEC uses the Morin Rules of Order.

The meeting agenda always includes a number of **statutory items**, such as the reading and adoption of the agenda, the welcoming of new members, and the adoption of the minutes of the previous meeting.

For a regular meeting, members may propose amendments to the **agenda**. All motions require a seconder and may be discussed briefly. When the notice of meeting specifies that the meeting is a special meeting, the agenda can by no means be amended.

Members may note mistakes or omissions in the **minutes**. The adoption of the minutes requires a duly seconded motion made by members having attended the said meeting. Generally, statutory items are not matters for debate.

A meeting agenda normally contains two other types of items: information items and decision items (i.e. items requiring a decision by the Assembly).

**Information items** involve presentations by individuals respecting topics on the agenda, but do not require a decision by the Assembly. The individual's presentation may be followed by a question and clarification period and, more rarely, comments.

**Decision items** involve a decision-making process on issues of concern to the Assembly. The decisions are presented as duly seconded motions, amendments or sub-amendments, that are then debated and finally voted upon.

Generally\*, in the course of an assembly, a proposal (or group of proposals) is submitted to the following **procedure**:

1. **Topic presentation:** first of all, every item on the agenda is presented;
2. **Plenary committee of clarification:** allows for questions and ensures a thorough understanding of the topic;
3. **Plenary committee of exchange:** allows members to express their doubts, agreement or disagreement, to debate, to form an opinion, and to set out conditions that would enable them to support the motion;
4. **Plenary committee of motion announcements:** allows members to present motions, amendments and sub-amendments to the Assembly;
5. **Deliberative process:** at this stage of the debate, members express their intention to vote for or against the motion;
6. **Vote:** finally, the Assembly express its position by voting.

\*Based on the type of assembly and the number of participants, a certain amount of flexibility may be applied to these rules. Two, several, or all of these steps may be combined.

## SUMMARY TABLE OF THE RULES OF PROCEDURE

WHAT?	WHY?	HOW?	
Main motion	To make a decision on the issue being discussed by the Assembly.	<ul style="list-style-type: none"> <li>Requires a seconder</li> <li>May be amended</li> </ul>	<ul style="list-style-type: none"> <li>Debate</li> <li>Majority vote</li> </ul>
Amendment	To modify a proposal by adding or deleting an element.	<ul style="list-style-type: none"> <li>Requires a seconder</li> <li>May be sub-amended</li> </ul>	<ul style="list-style-type: none"> <li>Debate</li> <li>Majority vote</li> </ul>
Sub-amendment	To modify an amendment by adding or deleting an element.	<ul style="list-style-type: none"> <li>Requires a seconder</li> <li>Cannot be amended</li> </ul>	<ul style="list-style-type: none"> <li>Debate</li> <li>Majority vote</li> </ul>
Motion to lay on the table	To end the discussion and prevent a decision.	<ul style="list-style-type: none"> <li>Requires a seconder</li> <li>Cannot be amended</li> </ul>	<ul style="list-style-type: none"> <li>Debate on the relevance of the motion to lay on the table</li> <li>Majority vote</li> </ul>
Motion to postpone to a certain time.	To end the discussion and postpone the decision until a given time.	<ul style="list-style-type: none"> <li>Requires a seconder</li> <li>May be amended and discussed as far as the date is concerned</li> </ul>	<ul style="list-style-type: none"> <li>Majority vote</li> </ul>
Motion to refer	To end the discussion and refer the issue to another decision-making body for consideration purposes or to put off the decision.	<ul style="list-style-type: none"> <li>Requires a seconder</li> <li>May be amended</li> </ul>	<ul style="list-style-type: none"> <li>Debate on the relevance of the motion to refer</li> <li>Majority vote</li> </ul>
Motion to call for the question (motion to vote)	To end discussions and vote immediately.	<ul style="list-style-type: none"> <li>Does not require a seconder</li> <li>Cannot be amended</li> </ul>	<ul style="list-style-type: none"> <li>No debate</li> <li>Two-thirds vote</li> </ul>
Separate votes	To divide a motion in more than one part in order to vote separately on each one.	<ul style="list-style-type: none"> <li>Does not require a seconder</li> <li>No debate</li> </ul>	<ul style="list-style-type: none"> <li>Granted automatically</li> </ul>
Motion to reconsider	To revisit a decision already made by the Assembly.	<ul style="list-style-type: none"> <li>Requires a seconder</li> <li>Debate on the relevance of a reconsideration</li> </ul>	<ul style="list-style-type: none"> <li>Two-thirds vote</li> </ul>
Suspension of rules	To temporarily suspend the rules of procedure.	<ul style="list-style-type: none"> <li>Requires a seconder</li> <li>Cannot be amended</li> </ul>	<ul style="list-style-type: none"> <li>No debate</li> <li>Two-thirds vote</li> </ul>
Motion to adjourn	To interrupt a meeting and determine a time to resume or for side meetings.	<ul style="list-style-type: none"> <li>Requires a seconder</li> <li>May be amended and debated only with regards to the time and date for resuming the meeting</li> </ul>	<ul style="list-style-type: none"> <li>Decision of the Chair or majority vote</li> </ul>
Point of privilege	To rectify any prejudice caused to a person's right or any issue respecting the material organization of the Assembly.	<ul style="list-style-type: none"> <li>Does not require a seconder</li> <li>No debate</li> <li>May interrupt a speaker</li> </ul>	<ul style="list-style-type: none"> <li>Decision of the Chair</li> <li>Right to appeal</li> </ul>
Point of order	To point out to the Chair that there has been a breach of the rules or a mistake in the procedure (including a request to verify the quorum).	<ul style="list-style-type: none"> <li>Does not require a seconder</li> <li>Cannot be amended</li> <li>No debate</li> </ul>	<ul style="list-style-type: none"> <li>May interrupt a speaker</li> <li>Decision of the Chair</li> <li>Right to appeal</li> </ul>
Motion to appeal the decision of the Chair	To object to the Chair's decision.	<ul style="list-style-type: none"> <li>Requires a seconder</li> <li>Cannot be amended</li> <li>No debate</li> </ul>	<ul style="list-style-type: none"> <li>Only two explanations (Chair goes first)</li> <li>Majority vote</li> </ul>

## ADDITIONAL CONSIDERATIONS RESPECTING ASSEMBLY PROCEDURES

The **quorum** is the minimum number of attending members required for the Assembly to be valid and legal. If the quorum is not reached, the Assembly must not be held. The quorum is established in the Statutes and Bylaws of the Union (or of the Federation, for federal decision-making bodies).

The **Chairperson** makes sure that the Assembly runs smoothly. Normally, the Assembly is not chaired by the President of the union. The role of the Chair is to enable the Assembly to debate democratically and, as required, to make decisions respecting procedural questions within the time limits of the Assembly. The Chairperson does not take part in the debates.

A **recording secretary** is appointed. The recording secretary records the essentials of the expressed opinions, the motions, the names of proposer and the seconder, the results of the votes and all other elements deemed necessary to make sure that the organization has a clear record of the debates and the decisions.

If **you are not sure of the correct procedure** under a given set of circumstances, for instance, the right time to present a motion, it is always possible to speak to the Chair, explain what you wish to do and ask for guidance. The Chair may then suggest how to proceed or explain that your request cannot be met within the bounds of the rules of order, or of the organization's Statutes.

If **you disagree with a procedural decision made by the Chairperson**, you may appeal the decision of the Chair. You will have two minutes to explain why you disagree. The Chair may accept your point of view and rectify the procedure. Otherwise, the Chair also has two minutes to explain the reasons for her/his decision, after which it is up to the Assembly to decide.

You may also **point out a concern that prevents you from fully focusing on the debates** (physical discomfort — too hot, too cold, poor sound quality, etc. — or psychological discomfort — aggressive tone, personal attacks, etc.) at any time by raising a point of privilege.

## Appendix 2:

# Hiring Priorities for Regular Teaching Positions and for Regular Teaching Duties other than a Teaching Position

Priorities applying to non-tenured teachers are in bold type.

### **5-4.17 A) HIRING PRIORITIES FOR TEACHING POSITIONS**

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

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

#### **THE HIRING SEQUENCE SHALL BE AS FOLLOWS:**

1. a teacher from the College covered by paragraph A) or I) of clause 5-4.07 for a teaching position in his/her subject; or a teacher from the College covered by subparagraph 2 of paragraph 2 below for a teaching position in her/his original subject, for the two (2) years following her/his change in subject, provided that, during the preceding month of April, she/he informed the College in writing of her/his intention to return to her/his former subject;
2. a teacher from the College covered by subparagraph A) or I) of clause 5-4.07 for a position in another subject; a tenured teacher in the subject where a teacher has been placed on availability, provided she/he forwarded a notice to the College in accordance with clause 5-1.11;
3. a tenured teacher for whom the College reserves a position in accordance with paragraph D) of clause 5-4.20;
4. a teacher placed on availability from another college in the same zone, who indicates her/his intention to be relocated on a voluntary basis and who is referred to the College by the placement office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07 for a teaching position in her/his subject;
5. a teacher placed on availability from another college in another zone, who indicates her/his intention to be relocated on a voluntary basis and who is referred to the College by the placement office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07 for a teaching position in her/his subject;

6. a teacher placed on availability from another college in the same zone who is referred to the College by the placement office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07 for a teaching position in her/his subject;  
or  
a teacher placed on availability from another college in another zone in the subject related to the specific training of the closed program, who is referred to the College by the placement office in accordance with the provisions of paragraph E) of clause 5-4.07 for a teaching position in her/his subject;  
or  
a teacher placed on availability from another college in the sector who is referred to the College by the placement office in accordance with the provisions of paragraph E) of clause 5-4.07, for a teaching position in her/his subject;  
or  
**a non-tenured teacher with at least nine (9) years of seniority, for the period ending the third (3<sup>rd</sup>) year immediately following the termination of her/his last contract in the same subject as that of the available teaching position, provided she/he applies in writing in accordance with clause 5-1.11 for a teaching position in her/his subject;**
7. **a non-tenured full-time teacher in the College with less than nine (9) years of seniority for the period ending with the third (3<sup>rd</sup>) year immediately following the year during which she/he held a teaching position in the same subject as that of the available teaching position, provided she/he applies in writing in accordance with clause 5-1.11;**
8. **a non-tenured full-time teacher at the College, for a position in another subject, for as long as she/he is registered with the placement office, provided she/he applies in writing in accordance with clause 5-1.11;**
9. **a non-tenured full-time teacher from another college, for as long as she/he is registered with the placement office, for a position in the subject indicated in her/his full-time contract, provided she/he applies within the time limit provided for in the collective agreement using the form appearing in Appendix V-7;**
10. a teacher placed on availability from another college in the same zone who benefits from retraining for a reserved position in another college in accordance with the provisions of clause 5-4.21 and who indicates her/his intention to be relocated on a voluntary basis, and who is referred to the College by the placement office in accordance with the provisions of subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another subject;
11. a teacher placed on availability from another college in the same zone who benefits from retraining for a reserved position in another college in accordance with the provisions of clause 5-4.21 and who indicates her/his intention to be relocated on a voluntary basis, and who is referred to the College by the placement office in accordance with the provisions of subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another subject;
12. a teacher placed on availability from a college in another zone who indicates her/his intention to be relocated on a voluntary basis and who is referred to the College by the placement office in accordance with subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another subject;
13. a teacher placed on availability from a college in another zone who benefits from retraining for a reserved position in another college in accordance with the provisions of clause 5-4.21 and who indicates her/his intention to be relocated on a voluntary basis, and who is referred to the College by the placement office in accordance with the provisions of subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another subject;

14. a non-tenured full-time teacher from another college, for as long as she/he is registered with the placement office, for a position in another subject, provided she/he applies within the time limit provided for in the collective agreement using the form appearing in Appendix V-7;
15. a professional on availability from the College or a member of the support staff on availability at the College, provided she/he applies in writing in conformity with clause 5-1.12. The College shall consult the selection committee provided for in the collective agreement on such application;
16. a tenured teacher at the College, for a position in another subject, provided she/he applies in writing in accordance with clause 5-1.12;
17. an administrator who has already been a tenured teacher at the College, for each of the three (3) years following the year of her/his appointment as an administrator, provided she/he applies in writing in accordance with clause 5-1.12;
18. an employee from another category of personnel whom the College wishes to assign to temporary teaching duties under the provisions regarding provisional assignment pertaining to this other category of personnel. The College shall consult the selection committee provided for in the collective agreement on such application;
19. a secondary school teacher placed on availability by a school board, who is referred to the College by the placement office in accordance with the provisions of clause 5-4.24.

In hiring priorities 6 (subparagraph 4) and 7, the three (3)-year period shall be extended to five (5) years for cases covered by clause 5-4.20.

#### **5-4.17 B) HIRING PRIORITIES FOR TEACHING DUTIES OTHER THAN A TEACHING POSITION**

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

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

##### **THE HIRING SEQUENCE SHALL BE AS FOLLOWS:**

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

6. a teacher placed on availability from another college in the same zone who is referred to the College by the placement office, for teaching duties in her/his subject, subject to pedagogical constraints;
7. **a non-tenured full-time teacher from the College, for the period ending with the third (3<sup>rd</sup>) year immediately following the year during which she/he held full-time teaching duties in the same subject as that of the available teaching duties, provided she/he applies in writing in accordance with clause 5-1.11;**  
or  
**a part-time teacher at the College with at least three (3) years of seniority for the purposes of job security at the College, for the period ending with the third (3<sup>rd</sup>) year immediately following the year during which she/he held teaching duties in the same subject as that of the available teaching duties comprising seventy-two (72) credits or more, provided she/he applies in writing in accordance with clause 5-1.11;**
8. a non-tenured teacher at the College with at least three (3) years of seniority for the purposes of job security at the College, for the period ending with the third (3<sup>rd</sup>) year immediately following the termination of her/his last contract in the same subject as that of the available teaching duties, provided she/he applies in writing in accordance with clause 5-1.11;
9. a part-time teacher at the College with less than three (3) years of seniority for the purposes of job security at the College, for the period ending with the third (3<sup>rd</sup>) year immediately following the termination of her/his last contract in the same subject as that of the available teaching duties, provided she/he applies in writing in accordance with clause 5-1.11;
10. a teacher receiving a salary under paragraph A) of clause 5-4.22 for teaching duties in another subject, subject to pedagogical constraints;
11. an employee from another category of personnel whom the College wishes to assign to temporary teaching duties under the provisions regarding provisional assignment pertaining to this other category of personnel. The College shall inform the selection committee provided for in the collective agreement of the name of the employee in question;
12. **a non-tenured full-time teacher at the College, for teaching duties in another subject, for as long as she/he is registered with the placement office, provided she/he applies in writing in accordance with clause 5-1.11;**
13. **a non-tenured full-time teacher from another college in the same zone, for the year following the termination of her/his last contract, for teaching duties in her/his subject, provided she/he applies in writing in accordance with clause 5-1.12 and that the selection committee provided for in the collective agreement recommends her/him.**

In hiring priorities 3 and 7 to 9, the three (3) year period shall be extended to five (5) years for cases covered by clause 5-4.20.

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



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