

Placement on availability for teaching staff

FEC Collective Agreement, 2015-2020



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Presentation of the Guide

This Guide has been designed to foster greater understanding of clause 5-4.00 of the FEC-CSQ 2015-2020 collective agreement, dealing with job security. At FEC-CSQ, tenured teachers have access to job security through placement on availability (MED).

This document presents the process surrounding the placement on availability of tenured teachers, the rights, salary conditions and obligations of teachers on availability, as well as the choices that they have: remain in their college, relocate to an available position in another college, retrain in another subject, as well as several other options called, “Employability and employment termination measures”. It also presents the placement office, its management role respecting employees on availability and the administrative process for teachers on availability.

The present guide does not contain the entire job security mechanism as detailed in the collective agreement. If you have questions or require more information, feel free to consult your union representatives, who will guide and support you.

Wishing you interesting reading!

Julie Bellemare
May 2018

Only official documents (collective agreement and other labour legislation) remain the actual references in terms of rights. In case of discrepancy between the present guide and official documents, the latter shall prevail.

The information contained herein arises from the current interpretation of the collective agreement. However, a number of agreements with local parties might amend the scope thereof, in which case such agreements shall prevail.

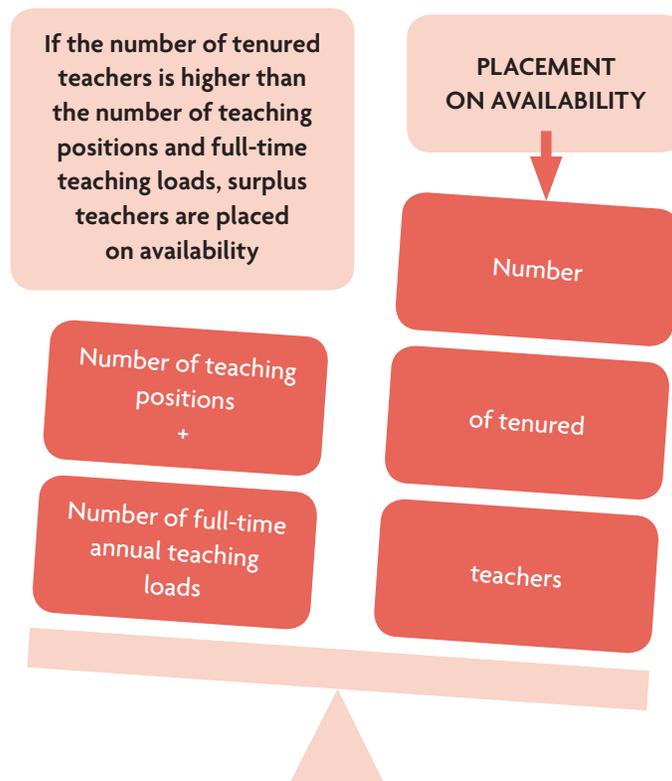
Placement on availability for teaching staff

1) SITUATIONS LEADING TO PLACEMENT ON AVAILABILITY FOR TEACHING STAFF

A) SURPLUS OF TEACHERS IN A SUBJECT

In general, the number of assignable positions in each subject is determined during the preparation of the staffing proposal. The number of teachers placed on availability is determined by subtracting the number of positions¹ and full-time annual loads in a subject from the number of tenured teachers (5-4.05). If the number of tenured teachers exceeds the number of positions and full-time loads, then surplus teachers are placed on availability.

The number of surplus teachers is usually due to a decrease in the number of students enrolled in the classes of the various programs of a college, or to the suspension or closure of a program.



When there are surplus tenured teachers in a subject, the College shall identify those teachers that are to be placed on availability by beginning with the teacher who has the least seniority. Seniority being equal, the College shall identify the teacher who has the least experience, and experience being equal, the one who has the fewest years of schooling, subject to any equal access to employment program (5-4.06 A).

¹ **Position (1-2.27):** A full-time annual teaching load in a given subject is determined in the staffing proposal for the following year, or left vacant due to the departure of the incumbent. For any given academic year, positions can be opened until September 30. Upon agreement with the union, the College may create or maintain a position in a given subject by grouping together residual teaching duties from different subjects. However, a position cannot be created in a multidisciplinary subject (Appendix V-1).

Before placing a teacher on availability, the College must meet with the union (RCS) (5-4.04). **The written notice informing a teacher of her/his availability status** must be given to the targeted teachers **between May 1 and 31**, and the College does not need to give the above notice to a teacher who shall remain on availability (5-4.06 A).

A teacher on any kind of leave or on temporary assignment remains subjected to the job security provisions and may be placed on availability (5-4.01).

B) CLOSING OF A PROGRAM

The complete or partial closing of a program must be discussed in an RCS meeting six months in advance (5-4.02). In addition, the board of directors of the College must adopt a resolution before the closing (5-4.01).

C) CHANGE, SUSPENSION OR TRANSFER OF ADMINISTRATIVE OR PEDAGOGICAL RESPONSIBILITIES

If the College changes, suspends or transfers its administrative or pedagogical responsibilities to a school board or a public or private corporation, it must discuss this issue in an RCS meeting six months before the changes. The College must also undertake negotiations with the new party to make sure that the working conditions of the teachers concerned are respected. If the party refuses to respect such working conditions or if teachers refuse to relocate outside the zone or the sector, they shall benefit from the job security process (5-4.02 and 5-4.03 A).

2) SALARY AND OTHER BENEFITS

As long as a teacher on availability has not been relocated, the teacher shall receive a salary equal to 80% of the salary determined by her/his years of schooling and experience. A teacher placed on availability who is eligible for retirement without actuarial reduction, shall receive a salary equal to 60% of her/his salary (5-4.07 I). However, if the teaching load or any other work carried out by the teacher on availability exceeds this proportion, the teacher shall be paid accordingly.

For each year in which a teacher is on availability, seniority and experience, as well as service for the purpose of applying the retirement plan (RREGOP), shall be recognized full-time (5-4.14). However, RREGOP contributions shall be calculated based on actual earnings, i.e. 80% of the full annual salary or 60% of the full annual salary if the teacher is eligible for retirement without actuarial reduction.

The teacher shall continue to pay for her/his life insurance (if applicable), health insurance and salary insurance plans (5-5.01).

3) CANCELLATION OF THE PLACEMENT ON AVAILABILITY

A TEACHER'S PLACEMENT ON AVAILABILITY SHALL BE CANCELLED IN THE FOLLOWING CASES:

- The surplus of teachers anticipated in the staffing proposal did not occur (5-4.06 B);
- The College intends to assign a full-time teaching load, other than a position, to the teacher on availability (5-4.06 C);
- The teacher's annual teaching load reaches 80 credits (5-4.06 C);
- The teacher is assured a full salary, for example through a service loan (5-15.00) or a provisional assignment (5-11.00)².

² However, if the teacher obtaining a full salary has less seniority than another teacher on availability in the same subject (or, seniority being equal, experience shall be considered; and experience being equal, the amount of schooling shall prevail), the teacher must still be deemed to be on availability. If offered a position, she/he shall only fill it in the following year (5-4.06 A et C).

The cancellation of a teacher's placement on availability can occur between May 1st of the year during which the notice was given and the end of the following academic year. In such cases, the College must inform the teacher and the union, as well as the placement office, which shall remove the teacher from its lists (5-4.06 D).

A cancellation after May 1st of the teacher's year of availability shall not cancel her/his availability status for the following year if the teacher's placement on availability is maintained (5-4.06 C).

Other specifications:

- A teacher on availability that obtains a full-time teaching load of one semester in her/his college for the following fall semester (before June 26), and who is offered a position by the placement office, shall only be filling the said position in the winter semester. However, the teacher does not have to change colleges if the teacher is guaranteed, before December 10, a full-time annual teaching load, an 80-credit annual teaching load, or a full annual salary (5-4.07 F, paragraph 8).
- A teacher on availability may refuse the cancellation of her/his placement on availability until October 30 if she/he forwards a written request to the College no later than 7 calendar days after obtaining or reaching a full-time load (5-4.06 C). Past this deadline, the College shall cancel the teacher's availability status. For example, a teacher may wish to remain on availability to benefit from her/his priority towards a position in another college in order to avoid being placed on availability again in her/his College in subsequent years.

If there are several teachers on availability in a given subject, the College shall start with the teacher with the most seniority when cancelling availability statuses.

4) POSSIBILITIES FOR A TEACHER ON AVAILABILITY

A teacher on availability does not automatically need to relocate to another college. This section presents the various possibilities for a teacher on availability.

POSSIBILITIES FOR A TEACHER ON AVAILABILITY:

- Remaining in one's college
- Relocation to another college on a voluntary basis
- Mandatory relocation to another college in the same zone
- Mandatory relocation to another college after remaining on availability for 2 years
- Retraining for a reserved position within one's college or another college
- Employability and employment termination measures
- Intrasectorial relocation (secondary level)

A) REMAINING IN ONE'S COLLEGE

A teacher placed on availability may remain in her/his college if there are no other colleges in the same zone. The **zone** is a perimeter of approximately 50 km around each college. The list of colleges included in the zone of each CEGEP appears in Appendix V-4 of the collective agreement. However, the teacher will need to relocate if she/he remains on availability for more than two years (see section below).

In addition, a teacher who has been offered no position or annual substitute teaching load, may remain in her/his college (see "*If no relocation is possible*" section).

B) RELOCATION TO ANOTHER COLLEGE ON A VOLUNTARY BASIS

A teacher placed on availability may go ahead and choose to relocate to an available position in another college on a voluntary basis. A teacher on availability wishing to retrain for a reserved position in another college (5-4.21) shall also be considered to be relocating on a voluntary basis.

Teachers wishing to **relocate on a voluntary basis** have a better hiring priority for teaching positions (5-4.17 a). The teacher may choose a college:

- in the same zone, in the same subject (priority 4);
- in another zone, in the same subject (priority 5);
- in the same zone, in another subject (priority 10);
- in another zone, in another discipline (priority 12).

The teacher may teach in the language of instruction used when she/he was placed on availability or not, according to her/his choice.

A teacher that **is retraining for a reserved position in another college may relocate:**

- in the same zone (priority 11);
- in another zone (priority 13) (see “*Other choices*” section).

If several teachers on availability benefit from the same priority for the same position (for a voluntary relocation based on the priorities stated above), **the teacher with the most seniority must accept it** (5-4.07 F, paragraph 12).

C) MANDATORY RELOCATION TO ANOTHER COLLEGE IN THE SAME ZONE

A teacher on availability must relocate in the first year of her/his placement on availability if one or several colleges are in the same zone (Appendix V-4). Of course, positions have to be available in the targeted zone. This obligation prevails for all teachers placed on availability, including those teaching the core subject related to the specific training in a closed program, that have received a notice of placement on availability less than 2 years before (5-4.07 E, paragraph 8).³

The cases above involve priority 6, paragraph 1, of clause 5-4.17 a) “Hiring Priorities for Teaching Positions” of the collective agreement.

Among the teachers having applied on the same position and having equal priority, the teacher who has **the least seniority** must relocate first (5-4.07 F, paragraph 13).

Zone: Perimeter of approximately 50 km around every CEGEP, which normally includes one or several colleges
(5-4.01)

D) MANDATORY RELOCATION TO ANOTHER COLLEGE AFTER REMAINING ON AVAILABILITY FOR 2 YEARS

Teachers that have remained on availability for more than 2 years must relocate to another college in their sector (Appendix V-5) if positions are available. However, for a teacher placed on availability who teaches the core subject related to the specific training in a closed program, the obligation extends to all colleges.

Both cases above involve priority 6, paragraphs 2 and 3 of clause 5-4.17 a) “Hiring Priorities for Teaching Positions” of the collective agreement.

Sector: Perimeter of approximately 100 km around every CEGEP, which normally includes one or several colleges
(5-4.01)

A relocation on a position is in the same subject and in the same language of instruction unless the teacher on availability requests otherwise (5-4.07 F, subparagraph 1).

³ A teacher placed on availability in a subject related to the specific training in a closed program other than the core subject, has the same rights and responsibilities as a teacher placed on availability regardless of whether or not the program is closed (5-4.07 E last paragraph).

Among the teachers that have been on availability for more than 2 years, the teacher that has been on availability for the greatest number of years must relocate. If more than one teacher has been on availability for the same number of years, the placement office designates the teacher with the least seniority for relocation (or experience, or schooling, if applicable) (5-4.07 E subparagraphs 1 and 2).

E) OTHER POSSIBLE CHOICES

i. Retraining for a reserved position (5-4.20)

Retraining for a reserved position within the College **is accessible to a teacher on availability as well as to a tenured teacher in the same subject as the teacher on availability, wishing to exchange her/his position with the latter.** A tenured teacher who is not on availability may ask to exchange her/his position with a teacher placed on availability and if such a substitution is approved, the first teacher shall be placed on availability instead of the other one.

To begin this process, a **project** must be submitted to the College. This project must enable the targeted teacher to acquire the required competencies to teach a new subject or a new specialty of her/his own subject (if the subject involves multiple specialties). Afterwards, the project will be submitted to the selection committee of the subject in which the position is reserved, and then forwarded to Parity Committee on Placement, what shall reply no later than June 15.

Of course, a position must be available for the retraining to be granted. The position becomes reserved for the teacher who is retraining and must be offered by the placement office as an annual substitute teaching load until the end of the teacher's retraining. The College must monitor and ensure the success of the retraining. If the retraining program is not successful or if it is interrupted, the teacher might be required to reimburse part of the salary received (see clause 5-4.20 F).

During the retraining, the teacher receives her/his **full annual salary**, and must cover her/his retraining expenses.

At the end of the retraining, the teacher shall fill the new position, if it is still open. If not, the teacher shall remain on availability and the new subject is added to her/his contract.

ii. Retraining for a reserved position in another college (5-4.21)

Retraining for a reserved position in another college **is accessible to a teacher on availability as well as to a tenured teacher in the same subject as the teacher on availability, wishing to exchange her/his position with the latter.** A tenured teacher who is not on availability may ask to exchange her/his position with a teacher placed on availability and if such a substitution is approved, the first teacher shall be placed on availability instead of the other one. This retraining is on a voluntary basis.

A **retraining project** must be submitted to the College. This project must enable the targeted teacher to acquire the required competencies to teach a new subject or a new specialty of her/his own subject (if the subject involves multiple specialties). The project must be submitted to the Parity Committee on Placement before May 15. The teacher must then make a choice on the first list (the list issued on June 10) forwarded by the placement office to teachers on availability (5-4.07 D).

If the selected position is available, the teacher must be met by the college having offered the position and the selection committee must assess whether the retraining project submitted by the teacher will enable her/him to meet the normal requirements of the position. Travel expenses for the interview are payable by the college of origin (5-4.07 F, 6e paragraphe). If the teacher meets the normal requirements of the position, the position shall be reserved for her/him. This position must be offered by the placement office as an annual substitute teaching load until the end of the teacher's retraining.

During the retraining, the teacher is deemed to be working for her/his college of origin and receives her/his **full annual salary**. The teacher must cover her/his retraining expenses.

The college having offered the position must monitor and ensure the success of the retraining and report to the teacher's college of origin. If the retraining program is not successful or if it is interrupted, the teacher might be required to reimburse part of the salary received (see clause 5-4.21 G, J and K).

At the end of the retraining, the teacher shall fill the new position, if it is still open, and all the teacher's rights are transferred to her/his new college. If not, the teacher shall remain on availability in her/his college of origin and the new subject is added to her/his contract.

iii. Employability and employment termination measures (5-4.23)

A teacher placed on availability may agree with the College upon a number of measures that would enable her/him to find another job, to take preretirement or to end her/his employment relationship with the College.

These measures are also accessible to a tenured teacher in the same subject or specialty as the teacher on availability, wishing to exchange her/his position with the latter. **Seniority must be taken into consideration if several teachers wish to exchange their respective positions.** If such a substitution is approved, the first teacher shall be placed on availability instead of the other one on the date on which the substitution is granted and there is no turning back.

Employability and employment termination measures are the following:

- **Preretirement leave:** in order to avoid or cancel a placement on availability, the College may grant a preretirement leave to a teacher if she/he is eligible for retirement one year later. The teacher shall receive her/his full annual salary without having a teaching load and must retire at the end of the leave (5-4.15).
- **Severance package:** a severance package can be offered to teachers ending their employment relationship with the College by resigning. The amount and duration of the severance package are determined by the Ministry.
- **Leave without pay:** a teacher placed on availability can obtain a leave without pay by filing a request with the College. The maximum duration of such leave is 5 years and the request must be renewed every year. The teacher must pay all insurance and retirement plan premiums.
- **Service loan:** an organization⁴ other than the College may hire a teacher placed on availability. This loan can be granted for a maximum duration of 5 years. The teacher preserves her/his rights and benefits in accordance with the collective agreement, as well as her/his salary, paid by the College (5-15.00).
- **Retraining for a reserved position in another college:** see the previous section of this guide and clause 5-4.21 of the collective agreement.
- **Career change process:** a teacher placed on availability in the core subject related to the specific training of a single closed program in the college's zone may obtain a leave equal to one day per week (20%) for one semester in order to take part in a career change process. The Ministry may grant a certain amount to cover the professional fees related to the career change process.
- **Employment search for the spouse:** the spouse of a teacher relocated to a position outside the zone on a voluntary basis (or retraining for a reserved position in another college outside the zone) may obtain, upon producing supporting vouchers, a refund to cover professional fees paid to a job search firm.
- **Moving allowance:** a moving allowance is granted to a teacher placed on availability who has agreed to relocate outside the zone on a voluntary basis or who is retraining for a reserved position in another college outside the zone. This allowance shall replace the one provided for in paragraph 1.07 of Appendix V-6.

⁴ The organization chosen by the teacher for the service loan must be subject to one of the retirement plans of the public and parapublic sectors.

Administrative rules issued by the Ministry are forwarded to every college and union each year, before March 31. They contain all required information for teachers benefiting from employability and termination of employment measures. Please consult your union.

iv. Intrasectorial relocation (5-4.24)

- A teacher on availability may choose a **teaching position at the secondary level** upon receipt of the first two lists (in June and August) of the placement office. The position must correspond to the subject taught or to another subject if the teacher meets the requirements. The teacher's application is submitted to school boards having offered positions. If the teacher obtains the position, she/he may relocate immediately or wait until the following semester. If the teacher relocates outside the zone of the college, moving expenses are covered (see "*Moving expenses*" section).

If the teacher does not hold legal teaching certification to teach at the secondary level, she/he benefits from a 12-month retraining period in order to obtain the required credits.

The teacher's seniority and rights are transferred to the new employer to the extent that these are compatible with the provisions of the collective agreement in force. The employment relationship with the College ends as soon as the new contract is signed. However, the teacher has the right to go back to her/his college of origin for the first two years after relocating.

5) CLOSURE OF A SINGLE PROGRAM IN THE COLLEGE'S ZONE

No later than June 1st of the year in which the program closes, the teacher on availability in the **core subject related to the specific training** in the program is informed once of the closure of the program (5-4.07 L).

The teacher faces several choices. The teacher may **relocate on a voluntary basis** (priority 4 or 5 of 5-4.17 a) or, if she/he has been **placed on availability for more than 2 years, she/he must relocate to an available position in a college of another zone** (priority 6, paragraph 2), and she/he shall only be filling the available position in the winter semester (5-4.07 F, paragraph 7).

The teacher in the core subject related to the specific training may also undertake a **career change process** (see "*Employability and employment termination measures*" section and clause 5-4.23 of the collective agreement).

The teacher may **refuse a position offer** from the placement office by informing the latter no later than 7 days after receiving notice. This refusal involves **waiving the salary protection**; and the teacher is then deemed to be on leave without pay (5-4.07 H, paragraphs a and b).

In addition, no later than 6 months after the College's notice, the teacher may choose one of the following measures (5-4.07 L):

- provided the teacher resigns, a **severance package** can be paid. The amount of the indemnity cannot exceed 12 months' salary;
- the teacher may submit a **retraining project for a reserved position** in his college (5-4.20);
- the teacher may obtain a **preretirement leave** if eligible for retirement or early retirement at the end of the leave (5-4.15).

The choice made by the teacher is final and no other choice is permitted.

6) ADMINISTRATIVE PROCESS FOR TEACHERS PLACED ON AVAILABILITY

The **placement office** is an employer-operated service managing job security procedures across the college network. The placement office establishes position and annual substitute teaching load lists by subject and forwards them to those concerned. It verifies and corrects the seniority of teachers placed on availability, deals with their relocation, and forwards a statement of operations in November, stating the choices, refusals, and relocations of teachers on availability (5-4.11).

ADMINISTRATIVE PROCESS FOR TEACHERS PLACED ON AVAILABILITY

1. Receive position choice lists from the placement office (in June, in August and in October);
2. Complete their position choices on line no later than 7 days after receiving the lists;
3. Receive position or annual substitute teaching load offers from the placement office (if applicable), accept them, and relocate;
4. If they receive no offer: remain in their college, obtain a teaching load or a Section 2 project.

A) PLACEMENT OFFICE'S LISTS (5-4.07 B AND C)

The placement office prepares and issues **lists** presenting:

- available positions in the college network;
- full-time annual substitute teaching loads;
- the names of teachers on availability;
- the names of those wanting to exercise their right to return;
- relevant information, such as: date of placement on availability, seniority, experience, schooling, subject, and specialty (if applicable) as well as the language of instruction.

These lists are forwarded 3 times a year to all teachers placed on availability, unions, colleges, FEC, the Fédération des cégeps and the Ministry:

- The first list is forwarded no later than June 10;
- The second list is forwarded no later than August 10;
- The third list is forwarded no later than October 7.

The deadline to respond is 7 calendar days after receiving each list

B) EMPLOYMENT CHOICES TO BE COMPLETED ONLINE (5-4.07 D)

Using these lists, teachers placed on availability must make their employment choices on line. All teachers placed on availability must access the Ministry's system, where they must express their choices. A username and a password are forwarded to every teacher placed on availability in June, with every required detail to fill out the online form.

Employment choices are made for:

- Positions
- Annual substitute teaching loads
- Positions at the secondary level
- Or no choice in some cases

Positions:

The teacher placed on availability must express choices concerning her/his relocation. Based on the situations mentioned below, the teacher can choose among **positions offered on the list**. Hiring priorities for a given position, as mentioned in clause 5-4.17 a) of the collective agreement, are between brackets.

- If the teacher is willing to relocate on a voluntary basis, the teacher states her/his order of preference for a position in her/his zone⁵ or in another zone, in her/his subject or in another subject (5-4.17 a), priority 4, 5, 10 or 12).
- If the teacher is retraining for a reserved position in another college and is willing to relocate on a voluntary basis, the teacher states her/his order of preference for a position in her/his zone or in another zone, in her/his new subject (5-4.17 a), priority 11 or 13). The teacher only fills out the online form once, after receiving the first list, in June.
- If the teacher is not willing to relocate, the teacher still states her/his order of preference among positions offered in colleges of her/his zone, in her/his subject, and in her/his language of instruction (5-4.17 a), priority 6, paragraph 1). The teacher will have to relocate if offered a position.
- If the teacher has been on availability for over 2 years in the core subject related to the specific training in a closed program, the teacher states her/his order of preference in another zone, in her/his discipline (5-4.17 a), priority 6, paragraph 2). The teacher will have to relocate if offered a position.
- If the teacher has been on availability for over 2 years in her/his sector, the teacher states her/his order of preference for a position available in another college of her/his sector⁶, dans sa discipline (5-4.17 a), priorité 6, 3^e paragraphe). Le déplacement est obligatoire si un poste lui est offert.

However, if the teacher has been on availability for over 2 years (5-4.07 E, subparagraph 2) in a subject for which the College only has one tenured teacher and has an annual load of 0.6 FTE, the teacher is withheld from the relocation procedures for her/his sector (5-4.07 D, paragraph 8)⁷.

The teacher must state her/his order of preference for the positions chosen. If the teacher chooses to teach in **another subject**, the College's selection committee must assess whether the teacher meets the normal requirements for the position. The teacher may still be hired against the recommendation of the selection committee (5-4.07 F, subparagraph 2). In addition, the chosen position is in the **language of instruction** used when the teacher was placed on availability, unless the latter wishes to teach in another language (5-4.07 F, subparagraph 2).

Annual substitute teaching loads:

Teachers placed on availability must reply as follows for **annual substitute teaching loads** (5-4.07 D, paragraph 6):

- by stating their order of preference for annual substitute teaching loads in their zone and in their subject (5-4.17 b), priority 6);
- at their option, they may also state their choice for an annual substitute teaching load in another subject, in which case the selection committee shall examine their application.

A teacher who has accepted a full-time annual continuing education teaching load in her/his college does not have to apply on annual substitute teaching loads

5 **Zone** (5-4.01): Perimeter of approximately 50 km around every CEGEP, which normally includes one or several colleges. The zone of each college is presented in Appendix V-4 of the collective agreement.

6 **Secteur** (5-4.01): Périmètre d'environ 100 km autour de chaque cégep, regroupant généralement un ou plusieurs cégeps. Le secteur attribué à chaque cégep est présenté à l'Annexe V-5 de la convention collective.

7 This, however, does not apply to a teacher placed on availability teaching in the core subject related to the specific training in a closed program.

Secondary level positions:

Teachers on availability may also choose to be relocated to **positions at the secondary level** in the zone of their college or in another zone, in their subject or in another subject, if they meet the requirements (5-4.24). The placement office shall forward the teacher's application to the school boards involved. This choice is only valid for the first two lists forwarded by the placement office (June and August) (see the "*Intrasectorial relocation*" section).

If no choice is available:

In some cases, the teacher may express **no choice on the lists** forwarded by the placement office. Four reasons are stated in the online document:

- There is no employment available in my subject in my college's sector.
- There is no employment available in my subject in my college's zone.
- I am assured of a salary at least equal to my salary protection.
- There is no employment available in my subject.

If the teacher has a teaching load of at least 80% of a full-time load, the Human Resources Department needs to confirm the information with the placement office.

Teachers in the following situations do not need to fill out the form online or to express a relocation choice:

- teachers placed on availability who are retraining for a reserved position in their college (5-4.20);
- teachers placed on availability who are retraining for a reserved position in another college (5-4.21) (once their choice is expressed after receiving the 1st list in June, they no longer need to fill out the form);
- teachers who have been on disability for more than 104 weeks (5-5.22, subparagraph 3).

What happens if a teacher does not fill out the form or expresses no choice while she/he should express one?

The placement office might choose the position for the teacher, who would have to relocate to another college without being consulted.

C) POSITION OFFERS FROM THE PLACEMENT OFFICE (5-4.07 E AND F)

Afterwards, the positions are offered to teachers on availability by the placement office. If several teachers have applied on the same position with the same priority in accordance with clause 5-4.17 a), the teacher with the least seniority must accept the position (5-4.07 F, paragraph 13).

However, if several teachers requesting to be relocated on a voluntary basis have applied on the same position with the same hiring priority (priorities 2, 4, 5, 10 to 13 of clause 5-4.17 a), the teacher with the most seniority shall obtain the position (5-4.07 F, paragraph 13). In addition, among those who have been on availability for more than 2 years, the teacher that has been on availability for the greatest number of years must relocate. If several teachers have an equal status, the placement office shall relocate the one with the least seniority (or experience, or schooling, as applicable) (5-4.07 E subparagraphs 1 and 2).

The **deadline to answer** the placement office's position offers is 7 calendar days. Past this deadline, the name of the teacher on availability shall be deleted from the placement office's lists and the teacher shall no longer be deemed to be in the employment of the College (5-4.07 H, paragraph 1). Therefore, the teacher is deemed to have resigned.

On June 20, **the College may fill the positions and annual substitute teaching loads** if the placement office has confirmed that no teacher on availability is available for them (5-4.10).

The order of hiring priorities for a position (5-4.17 a) is applied while respecting the order of preference expressed by the teacher on availability

A reply within 7 days is mandatory. Otherwise, the employment relationship with the College ends

i. Mandatory acceptance of the offer

The teacher on availability **must accept the position offered by the placement office** if:

- the choice has been made on a voluntary basis;
- the teacher has requested the right to return to her/his college of origin;
- a position is available in a college of the same zone during the first year of availability;
- the teacher has been on availability for more than two years and teaches in the core subject related to the specific training in a closed program (5-4.07 E, subparagraph 1);
- the teacher has been on availability for more than 2 years in her/his sector (5-4.07 E, subparagraph 2).

Therefore, the position must correspond to:

- the subject for which the teacher was hired or the subject taught when the teacher was placed on availability (5-4.07 F, subparagraph 1);
- the language of instruction used when the teacher was placed on availability, except if the teacher wishes to teach in another language (5-4.07 F, subparagraph 1).

Teachers who requested a **change of subjects** or whom the placement office deems qualified to teach another subjects must be interviewed by the college offering the position. Their application must be examined by a selection committee that shall determine whether they meet the normal requirements for the position. If the college believes that the teacher meets the requirement, the college shall hire the teacher, even against the recommendation of the selection committee (5-4.07 F, subparagraph 2).

A teacher on availability does not have to accept a position in a college of another zone if she/he is not willing to relocate on a voluntary basis. However, if the teacher accepts to be thus relocated, she/he might be forced to leave the new area if placed on availability in her/his new college (5-4.07 F, paragraph 11).

ii. Acceptance of the offer, but relocation postponed

A teacher who has been on availability for more than two years and who teaches in the **core subject related to the specific training in a single closed program in the college's zone** must accept an open position, but shall only fill it in the following winter semester (5-4.07 F, paragraph 7).

A teacher on availability that obtains a **full-time teaching load of one semester in her/his college for the following fall semester** (before June 26), and who is offered a position by the placement office, shall only be filling the said position in the winter semester. However, the teacher does not have to change colleges if the teacher is guaranteed, before December 10, a full-time annual teaching load, an 80-credit annual teaching load, or a full annual salary (5-4.07 F, paragraph 8).

When the placement office sends a **position offer to a teacher on availability after the 3rd list in October**, the teacher accepts it, but does not have to fill it until the following semester. The teacher keeps her/his employment relationship with her/his college of origin and must accept any work (teaching load or specific project) assigned by the college (5-4.07 F, paragraph 9).

D) ANNUAL SUBSTITUTE TEACHING LOADS OFFERED BY THE PLACEMENT OFFICE

The placement office may offer an annual substitute teaching load to a teacher on availability who has not been relocated. **This teacher must accept it unless she/he has obtained a teaching load equal to her/his salary protection in her/his college** (5-4.07 F, paragraph 10). If several teachers on availability apply on the same teaching load, the teacher with the least seniority shall accept the teaching load (5-4.07 F, paragraph 13).

At the end of the substitute teaching contract, the teacher goes back to her/his college of origin and her/his name remains on the placement office's lists.

E) IF NO RELOCATION IS POSSIBLE (5-4.07 I AND J)

A teacher on availability having received no position offer or annual substitute teaching load offer from the placement office or her/his college keeps her/his employment relationship with her/his college. She/he receives a salary equal to 80% of her/his annual salary. This percentage goes down to 60% if the teacher is eligible for retirement without actuarial reduction.

When there is an **opening** in the teacher's college, she/he has priority on an available position in her/his subject (5-4.17 a), priority 1) or on a position in another subject (priority 2). In such cases, the selection committee must assess whether the teacher meets the normal expectations for the position offered. The teacher may be hired even against the recommendation of the selection committee (5-4.07 F, subparagraph 2). The same hiring priorities apply for **teaching loads** offered by the College to a teacher who has not relocated (5-4.17 b), priorities 1 and 2).

If no relocation is possible:

- The teacher teaches in her/his college: regular education, continuing education, summer courses
- Accept a project related to Section 2 of the teaching workload

The teacher **must absolutely accept an available teaching load in her/his college**. Otherwise, the teacher's name will be deleted from the placement office's list of teachers on availability and her/his employment relationship shall end. However, the teacher is not required to accept a workload superior to her/his salary protection, i.e. an individual teaching load of more than 64 credits (or 0.8 FTE). If the teacher accepts, her/his salary will be adjusted accordingly.

The teacher must agree to teach **continuing education** courses (8-6.03). The individual teaching load for such activities is calculated in accordance with Appendix VIII-1.

Teachers on availability must also agree to teach **summer courses** ending before June 24 (8-7.01). If a summer course ends after June 24, a teacher on availability may, if she/he wishes to, apply in accordance with the deadlines stated in the collective agreement (5-1.12). The individual teaching load for such courses shall be calculated in the teacher's winter teaching load. Every day worked during the vacation period stated in the academic calendar shall be paid at the rate of 1/260th of the annual salary (6-6.01).

The College may offer a **project under Section 2 of the teaching load** (8-3.01 b) to any teacher on availability whose workload does not reach her/his salary protection. The teacher may thus be required to perform the following activities:

- Participation in in program development, implementation or evaluation;
- Teaching-related research;
- Pedagogical innovation;
- General academic supervision of students;
- Activities in technological transfer centres;
- Participation in institutional development related to regular teaching.

The individual teaching load matching the project must be calculated in accordance with Appendix VIII-1.

The College must inform the union of its intention to impose a project upon a teacher on availability. Both parties have three weeks to reach an agreement on the targeted project. If no agreement is reached, the College shall proceed. The teacher is informed 5 days in advance of her/his assignment and shall begin the project within 5 days after being notified. If the teacher refuses the project, her/his name will be deleted from the placement office's list of teachers on availability and her/his employment relationship shall end.

F) REFUSAL OF AN OFFER FROM THE PLACEMENT OFFICE (5-4.07 H)

Any teacher on availability who refuses a position offer in her/his subject and in her/his language, unless the teacher requests a change, **shall be deemed to have resigned and her/his name shall be deleted from the placement office's list of teachers on availability.**

Refusing an offer from the placement office leads to **the end of the employment relationship**

The same thing happens to those who fail to reply to a position offer or teaching load offer forwarded by the placement office within 7 calendar days of the offer. However, a number of circumstances justifying the teacher's failure to meet the 7-day deadline may be taken into consideration by the College. In the event of a dispute, a grievance may be filed.

However, a teacher on availability **in the in the core subject related to the specific training of a single closed program in the college's zone** may refuse a position offer (within the 7-day deadline) if she/he forwards a written notice to the College and to the Placement office. This refusal involves **waiving the salary protection**; and the teacher is then deemed to be on leave without pay. However, if the teacher wishes to do so, she/he may select positions in the lists sent by the placement office and the latter shall offer her/him a position in accordance with her/his choices.

7) RELOCATION OF A TEACHER ON AVAILABILITY TO ANOTHER COLLEGE

A) MOVING EXPENSES (5-4.13 AND APPENDIX V-6)

Moving expenses are covered by the employer if the distance between both colleges is more than 50 kilometers, i.e. outside the zone. However, the teacher must supply 2 detailed bids for the expenses to be incurred, so that the College can assume the costs incurred for the transportation of the teacher's personal belongings or mobile home.

The teacher is entitled to 3 working days without loss of pay to find a new home and 3 additional working days to move. The teacher's traveling and living expenses shall be reimbursed in accordance with the policy in effect at the college of origin.

Appendix V-6 presents possible refunds for moving-related expenses:

- Amount paid to the teacher in compensation for incidental moving expenses;
- Storage and living expenses when the move from one home to another cannot take place directly for reasons beyond the teacher's control;
- Fees paid by the teacher to sell her/his main home;
- Reimbursement of a number of expenses when the main home is not sold before the teacher moves;
- Rent expenses (1 to 3 months) if the teacher must break her/his lease or abandon a dwelling without a lease, etc.

Teachers exercising a right to return (5-4.07 A) are not entitled to refunded moving expenses⁸.

B) RIGHT TO RETURN TO ONE'S COLLEGE OF ORIGIN (5-4.07 A)

A teacher who has just been replaced in another college keeps the right to return to her/his college until the 5th working day after the beginning of classes in her/his college of origin. To do so, the teacher may apply on an available position in her/his subject or in another subject (priorities 1 and 2 of clause 5-4.17 a). In such a case, the College interviews the teacher and the selection committee assesses whether the teacher meets the normal requirements for the position. The teacher may even be hired against or in the absence of a recommendation from the selection committee (5-4.07 F, subparagraph 2). The teacher immediately returns to her/his college.

⁸ Targeted teachers are those relocated in accordance with subparagraphs 5, 6 (paragraph 3), 12, and 13 of clause 5-4.17 a) listing the hiring priorities for teaching positions..

After the 5 days and for the rest of the relocation year, the teacher may apply on an available position in his college of origin, but shall not fill it until the beginning of the following semester. In addition, a teacher wishing to apply on available positions listed with the placement office, must inform the placement office before May 1st in the year of her/his relocation. The teacher's name will then appear on the placement office's mailing lists for the following year. As soon as the 5-day deadline expires, the teacher is no longer considered to be in the employment of her/his former college (5-4.07 G).

However, no right to return is possible for teachers on availability in the core subject related to the specific training of a closed program, relocated in accordance with priority 6 (paragraph 2 of clause 5-4.17 a), "Hiring Priorities for Teaching Positions". In addition, the employment relationship with the former college ends as soon as the contract with the new college comes into force.

Teachers relocated in a secondary level teaching position have the right to return to their college of origin for two years following their relocation (5-4.24 G).

C) TRANSFER OF RIGHTS (5-4.07 G)

A teacher thus relocated shall transfer all her/his rights (seniority, schooling recognition, experience, and retirement plan...) to the extent that these are compatible with the provisions of the collective agreement in force in the new college.

Appendix:

Checklist for teachers placed on availability

CANCELLATION OF THE PLACEMENT ON AVAILABILITY

	YES	NO
Your availability status should be cancelled if you check “yes” next to one of the following statements:		
<ul style="list-style-type: none"> The number of teaching loads has gone up compared to expectations and a full-time annual teaching load is available for me. 		
<ul style="list-style-type: none"> The College anticipates a full-time teaching load. 		
<ul style="list-style-type: none"> My teaching load reaches 80 credits during the academic year. 		
<ul style="list-style-type: none"> A full-time salary is anticipated and I am the teacher on availability with the most seniority in my subject. E.g.: service loan or provisional assignment. (Otherwise, please see the “Cancellation of the placement on availability” section) 		

ADMINISTRATIVE PROCESS OF THE PLACEMENT OFFICE

	YES	NO
I have received the lists:		
<ul style="list-style-type: none"> No later than June 10 		
<ul style="list-style-type: none"> No later than August 10 		
<ul style="list-style-type: none"> No later than October 7 		
I have expressed my employment choices online within 7 days after receiving the lists, as long I have been on availability (positions, annual replacement loads, positions at the secondary level, no choice)		
I have received the placement office’s position offers		
I have accepted the offer within 7 days following receipt and I will be relocating in a new college if:		
<ul style="list-style-type: none"> I am relocating on a voluntary basis 		
<ul style="list-style-type: none"> A right to return has been requested 		
<ul style="list-style-type: none"> A position is available in a college in my area 		
<ul style="list-style-type: none"> A position is available in a college in my sector and I have been on availability for more than 2 years 		
<ul style="list-style-type: none"> A position is available in a college outside my zone and I have been on availability for more than 2 years in the core subject related to the specific training of a closed program 		

ADMINISTRATIVE PROCESS OF THE PLACEMENT OFFICE *(continued)*

	YES	NO
<p>If not,</p> <p>I have accepted the offer within 7 calendar days following receipt and I <u>will be relocating next semester</u> in a new college if:</p> <ul style="list-style-type: none"> • A position is available in a college outside my zone and I have been on availability for more than 2 years in the core subject related to the specific training of a single closed program 		
<ul style="list-style-type: none"> • I have been offered a full-time semestrial teaching load in my college before June 26 		
<ul style="list-style-type: none"> • I have been offered a position after the 3rd list was forwarded by the placement office in October 		
<p>I have been offered annual substitute teaching loads if:</p> <ul style="list-style-type: none"> • I have been offered no position 		
<p>I shall accept it if:</p> <ul style="list-style-type: none"> • I don't have a teaching load equal to my salary protection in my college 		
<p>I will remain in my college if:</p> <ul style="list-style-type: none"> • No position or annual substitute teaching load is available 		
<p>However, I must:</p> <ul style="list-style-type: none"> • Teach continuing education courses if a teaching load is available in my subject, up to my salary protection or more (if desired) 		
<ul style="list-style-type: none"> • Accept any regular teaching load, up to my salary protection or more (if desired) 		
<ul style="list-style-type: none"> • Teach summer courses ending before June 24 or later (if desired) 		
<ul style="list-style-type: none"> • Accept a project under Section 2 of the teaching load 		

OTHER CHOICES AVAILABLE TO ME⁹

	AM I INTERESTED?	
	YES	NO
1) Retraining for a reserved position in my college (5-4.20)		
2) Retraining for a reserved position in another college (5-4.21 and 5-4.23)		
3) Preretirement leave (5-4.15 and 5-4.23)		
4) Severance package (5-4.23)		
5) Leave without pay (5-4.23)		
6) Service loan (5-4.23 et 5-15.00)		
7) Provisional assignment to another category of personnel (5-11.00)		

⁹ Other choices are available to teachers placed on availability from a closed program. See the “Possibilities for a teacher on availability” section.



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