

AGREEMENT REACHED BETWEEN

ON THE ONE HAND:

LA FÉDÉRATION DES ENSEIGNANTES ET ENSEIGNANTS DE CÉGEP FEC (CSQ)

AND

ON THE OTHER HAND:

LE COMITÉ PATRONAL DE NÉGOCIATION DES COLLÈGES (CPNC)

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

PROVINCIAL AND LOCAL STIPULATIONS

P R E A M B L E

The Fédération des cégeps and the Fédération des enseignantes et enseignants de Cégep (FEC (CSQ)) have agreed on the production of a single document containing all provincial and local provisions, namely:

- a) the provincial stipulations;*
- b) under the agreement in principle reached between the CPNC and the FEC (CSQ) on September 3, 2021, the provisions other than those mentioned in paragraph a) shall be preceded by the following preamble:*

“The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements, if agreed upon and signed by the local parties.”

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CHAPTER 1-0.00 - INTERPRETATION**Article 1-1.00 - Interpretation****1-1.01**

The collective agreement consists of all clauses agreed upon by the provincial parties, all clauses dealing with salaries and salary scales, all clauses agreed upon by the parties and all clauses subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

1-1.02

This clause refers to the literary style used in the French version of the collective agreement.

Article 1-2.00 - Definitions**1-2.01 Seniority for the purposes of applying job security**

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.

1-2.02 Contract year

The twelve (12)-month period stipulated in the individual work contract during which the professor is employed by the College.

1-2.03 Teaching year

The ten (10)-month period of availability, as defined by this agreement, within a contract year.

1-2.04 Written notice

Notice provided on paper, or computer or electronic media such as e-mail or fax.

1-2.05 Assignable teaching load

Any teaching load created or left vacant due to a professor's departure or leave.

1-2.06 College

The following CEGEP, _____, instituted under the General and Vocational Colleges Act (CQLR, chapter C-29) and having its head office at _____.

For the purposes of applying the collective agreement, the Lennoxville campus of Champlain Regional College shall be considered a college.

1-2.07 Dismissal

Disciplinary action resulting in the termination of a professor's employment contract for just cause.

1-2.08 Spouse

Person to which one or the other of the following conditions apply:

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

For insurance purposes, the dissolution of a marriage by divorce or annulment or the dissolution of a civil union by court decision or notarized joint declaration, shall result in the loss of spouse status. The same shall apply to a de facto separation for more than three (3) months in the case of common-law spouses.

1-2.09 Subject

Field of knowledge as per Appendix V-1.

1-2.10 Dependent child

A child of a professor, his/her spouse or both, including a child for whom adoption procedures have been undertaken, who is unmarried and living or domiciled in Canada, who depends on the professor for his/her support and who meets one (1) of the following conditions:

- a) is under eighteen (18) years of age;
- b) is twenty-five (25) years of age or younger and a duly registered full-time student attending a recognized educational institution;
- c) whatever his/her age, became totally disabled prior to his/her eighteenth (18th) birthday, or before their twenty-fifth (25th) birthday in the case of a child who was attending a recognized education institution, and who, in this case, has remained continuously disabled since that time.

1-2.11 Professor

Any person employed by the College to dispense teaching.

1-2.12 Hourly paid professor

A professor hired in this capacity by the College who in addition to teaching classes corrects and supervises examinations and classwork in the subject taught.

1-2.13 Continuing education professor

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

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

1-2.14 Regular professor

A professor employed by the College to teach regular courses.

1-2.15 Substitute professor

A full-time professor, part of whose annual teaching load constitutes replacement duties for one or more professors on leave with or without pay.

1-2.16 Full-time professor

A professor hired by the College as a full-time professor under a twelve (12)-month contract for full-time teaching duties as defined in the collective agreement.

However, a professor hired for a full-time teaching load before October 1 shall be under a full-time contract except for salary purposes.

Also, a professor hired by the College for full-time duties during two (2) semesters in the same contract year shall be a full-time professor.

Furthermore, a part-time professor whose total individual teaching load as defined in clause 8-5.01 reaches 80 during the course of a contract year shall become a full-time professor.

1-2.17 Part-time professor

Subject to clause 1-2.16:

- a) a professor hired as a part-time professor by the College under a contract of less than twelve (12) months, with a regular teaching load equal to that of a full-time professor, who is available for these duties in accordance with the provisions of the collective agreement;

or

- b) a professor hired as a part-time professor by the College under a contract of twelve (12) months or less, with a regular teaching load lighter than that of a full-time professor, who is available for these duties in accordance with the provisions of the collective agreement.

1-2.18 Relevant experience

Any professional or industrial experience related to the subject taught.

1-2.19 Fédération des cégeps

The Fédération des collèges d'enseignement général et professionnel.

1-2.20 Government

The Gouvernement du Québec.

1-2.21 Working days

Monday through Friday inclusively, except for statutory holidays set by civil authorities or the College during the contract year.

1-2.22 Ministère

The Ministère de l'Éducation et de l'Enseignement supérieur.

1-2.23 Minister

The Minister of Higher Education.

1-2.24 Provincial employer party

The Comité patronal de négociation des collèges (CPNC), instituted in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

1-2.25 Provincial union party, FEC (CSQ), or Fédération

The Fédération des enseignantes et enseignants de Cégep (CSQ).

1-2.26 The parties

The College and the Union.

1-2.27 Available position

A full-time annual assignable teaching load:

- a) created following the assignment of one (1) full-time equivalent (FTE) professor to one subject as provided for in article 8-4.00, or subsequently, following an increase in the official course or program enrolment as the case may be;

or

- b) left permanently vacant by the departure of the incumbent.

For any given teaching year, no available position may be created after September 30.

1-2.28 Present stipulations

Stipulations negotiated and agreed upon at the provincial level in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

1-2.29 Gross salary for one (1) working day

The gross annual salary divided by two hundred sixty (260).

1-2.30 Salary

Remuneration payable in currency in accordance with the rates, salary scales and terms of this collective agreement.

1-2.31 Union

The certified Union acting on behalf of the professors employed by the College.

CHAPTER 2-0.00 - JURISDICTION**Article 2-1.00 - Scope of Application****2-1.01**

This collective agreement shall govern all professors receiving a salary within the meaning of the Labour Code, who are employed by the College and covered by the accreditation certificate issued to the Union, unless otherwise stipulated.

2-1.02

A professor who teaches a course other than a course published in the College Education Syllabus, a course leading to a Diploma of College Studies (DCS), a course leading to an Attestation of College Studies (ACS), a course included in a module approved by the Minister, or upgrading activities bearing a number of credits determined by the Minister, shall not be subject to the provisions of this collective agreement.

2-1.03

When one or the other of the parties asks the Tribunal administratif du travail (TAT) to rule on whether an employee is part of the bargaining unit, the former status of the employee shall be maintained until the TAT renders its decision.

2-1.04

Notwithstanding clause 2-1.02, a professor who teaches secondary level courses at the École nationale du meuble et de l'ébénisterie (Cégep de Victoriaville) shall benefit from the provisions of this collective agreement.

Article 2-2.00 - Recognition**2-2.01**

The FEC (CSQ), the Fédération des cégeps and the Minister are qualified to deal with any question pertaining to the application and interpretation of these stipulations, as well as with any question of common interest.

2-2.02

For the purposes of clause 2-2.01, the FEC (CSQ) may submit a written request for a meeting at the provincial level with representatives of the Fédération des cégeps and the Minister. The latter shall meet with FEC (CSQ) representatives within ten (10) working days of the request, and a written report of the meeting shall be produced within the next ten (10) working days.

Similarly, representatives of the Fédération des cégeps and the Minister may request a meeting with the FEC (CSQ), under the same conditions and for the same purposes.

2-2.03

Prior to any consultation of professors, the Minister or the Fédération des cégeps shall inform the FEC (CSQ) at a meeting to be held under the provisions of clause 2-2.02.

During such meeting, a copy of any instrument to be used in the consultation shall be given to the FEC (CSQ).

2-2.04

At the request of one or the other of the provincial parties, representatives of the Minister shall meet with the FEC (CSQ) in order to provide information related to any project that the Minister proposes that might alter the conditions under which teaching duties are carried out.

A four (4) months' delay shall be observed between the meeting and the implementation of the project.

2-2.05

The provincial parties shall set up a provincial committee made up of representatives of the FEC (CSQ), the Ministère and the Fédération des cégeps.

The mandate of this committee shall be:

- a) to carry out the operations for which it is responsible under article 6-3.00;

The total amount of annual leave for members appointed by the FEC (CSQ) shall be equal to one (1) full-time professor or the equivalent.

A committee member shall not be entitled to remuneration for his/her services as such but his/her employer shall continue to pay his/her regular salary for the duration of the leave.

Each member of the committee shall maintain all the rights and benefits to which he/she is entitled during the teaching year.

2-2.06

The evaluation of professors is a recognized right of the College.

Recognition of Local Parties

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

2-2.07

In matters involving the negotiation and application of this collective agreement, the College recognizes the Union as the sole representative of all professors covered by the accreditation certificate.

2-2.08

The Union recognizes the right of the College to exercise its executive, administrative and management functions in a way that is compatible with the provisions of this agreement.

2-2.09

Unless otherwise stipulated in the legislation or the collective agreement, only the Union shall be entitled to appoint professors to a committee set up by the College.

The College shall consult the Union before appointing a professor consultant to a committee.

2-2.10

The College shall notify the Union in advance of any consultation of professors it intends to undertake or with which it is involved.

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

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

2-3.02

Notwithstanding the preceding, any distinction, exclusion or preference resulting from the implementation of any equal access to employment program or measure on which the Union and the College agree in order to improve the situation of individuals with handicaps as a group shall be construed as non-discriminatory.

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

The parties shall create an advisory committee on equal access to employment made up of representatives of the College and of all employment categories at the College interested in participating. There shall be no more than one (1) such committee in the College.

2-4.02

The mandate of the committee shall be to study all problems arising from the implementation of the equal access to employment program and to make useful recommendations to the College.

2-4.03

Any measure of an equal access to employment program that adds to, takes away from or modifies these stipulations shall be implemented only if an agreement is reached between the provincial parties.

Any measure of an equal access to employment program that adds to, takes away from or modifies any other provisions of the collective agreement shall be implemented only if agreement is reached between the parties.

2-4.04

The provincial parties shall set up a provincial equal access to employment advisory committee (CCNAE) made up of two (2) professors appointed by the FEC (CSQ), representatives appointed by the Ministère and by the Fédération des cégeps, and two (2) professors appointed by FNEEQ (CSN), as well as two (2) professors appointed by the FAC, if the latter unions so desire.

2-4.05

The mandate of the provincial equal access to employment advisory committee (CCNAE) shall be to make useful recommendations to the provincial parties following consultation on the impact of the implementation of the equal access to employment programs.

The advisory committee may solicit the participation of individuals it deems necessary to carry out its mandate.

2-4.06

The union representatives on the provincial advisory committee (CCNAE) shall be provided with a yearly data bank containing the available information so that they may draw a statistical portrait of teaching personnel, starting with the data bank for 1998-1999.

2-4.07

For the purposes of the provincial advisory committee (CCNAE), the FEC (CSQ) shall be granted annual leave of 0.5 full-time professors or the equivalent.

2-4.08

A committee member shall not be entitled to any remuneration for services rendered, but his/her employer shall pay his/her salary during the leave.

2-4.09

Travel and accommodation expenses of the CCNAE members shall be paid by their respective employers in accordance with regulations set by the provincial parties.

2-4.10

Each committee member of the CCNAE shall retain all rights and benefits to which he/she is entitled during the teaching year.

Article 2-5.00 - Violence and Psychological Harassment**2-5.01**

The parties recognize that violence and psychological harassment are reprehensible acts and shall make an effort to discourage their practice in the workplace.

2-5.02

The parties shall collaborate in preventing situations of violence and psychological harassment in the workplace.

2-5.03

The College shall set up an advisory committee mandated to make recommendations about the development of a policy to counter violence and psychological harassment containing mechanisms for preventing occurrences and processing complaints. There shall be only one such committee at the College.

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

The committee shall comprise representatives of the College, professors and, any interested representatives of each employment category and students.

2-5.04

The mandate described in clause 2-5.03 may be entrusted to another committee upon agreement between the parties.

Article 2-6.00 - Sexual Harassment

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

2-6.01

Sexual harassment consists of undesired or imposed sexual advances that may take the form of verbal or physical solicitations.

2-6.02

Professors have a right to a working environment free from all sexual harassment; to this end, the College shall take all reasonable measures in order to promote a working environment free of sexual harassment or in order to stop all sexual harassment brought to its attention.

2-6.03

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

2-6.04

The parties shall collaborate in preventing sexual harassment, particularly by providing information and training agreed upon by the parties.

2-6.05

At the Union's request, the College shall set up a committee whose role shall be:

- a) to make recommendations on any matter related to sexual harassment;
- b) to establish and recommend a policy to counter sexual harassment, including measures for dealing with complaints.

However, the committee shall not deal directly with complaints of sexual harassment.

The committee may include representatives of all employment categories, as well as students.

CHAPTER 3-0.00 - UNION PREROGATIVES**Article 3-1.00 - Union Delegate****3-1.01**

The Union may appoint a professor employed by the College as union delegate, as well as a substitute when necessary. If it does, it shall notify the College.

3-1.02

The Union may make such appointment for each sub-centre referred to in Appendix III-1.

3-1.03

The union delegate or his/her substitute shall represent the Union in the application and interpretation of this collective agreement, particularly where grievances are involved.

Article 3-2.00 - Union Activities**3-2.01**

In cases where it is impossible to discuss the grievance outside his/her hours of availability, a professor may take leave from work without loss of pay or reimbursement by the Union for the period of time during which his/her presence is required for this purpose.

3-2.02

A union representative who accompanies a professor at the presentation or discussion of his/her grievance may take leave from work after giving reasonable notice to the College, without loss of pay or reimbursement by the Union.

3-2.03

For the hearing of a grievance before an arbitration board, the professor in question and one (1) official representative of the Union may take leave from work after giving notice to the College, without loss of pay or reimbursement by the Union, in order to attend the arbitration sessions.

3-2.04

A professor called as a witness before an arbitration board may take leave from work, after giving notice to the College, without loss of pay or reimbursement by the Union. The duration of the leave shall then be subject to the requirements of the arbitration board.

3-2.05

A professor who is a member of a commission or a committee provided for in these stipulations may take leave from work without loss of pay or reimbursement by the Union, in order to attend any meeting convened.

3-2.06

A professor may take leave from work without loss of pay but with reimbursement by the Union in order to participate in official union activities when such leave prevents him/her from attending an activity included in his/her work schedule, provided that a request for such leave is made well in advance and that the leave will not seriously compromise his/her duties or the proper functioning of the College.

3-2.07

All requests for leave for union activities shall be signed by the professor and approved by an authorized representative of the Union.

3-2.08

An authorization for leave for provincial union activities may be refused:

- a) if the professor has already benefited, during the course of a given teaching year, from authorizations for leave for local or provincial union activities totalling thirty-five (35) working days;
- b) if the leave is to exceed five (5) consecutive working days.

This clause shall not apply to members of the executive of the FEC (CSQ).

3-2.09

The College shall grant leave, without loss of pay but with reimbursement by the Union, to a professor involved in a union study or union duties at the provincial level after being given notice by the Union or the FEC (CSQ). Such notice shall be given at least twenty-one (21) days in advance if the replacement is subject to posting and selection procedures, and at least ten (10) days in advance in other cases. The date of the professor's return shall be set at the time leave is granted. Should the leave exceed one (1) semester, the return to work shall coincide with the beginning of the next semester.

These provisions may apply to more than one (1) professor at a time.

3-2.10

The executive of the FEC (CSQ) shall obtain a total of no more than fifty-six (56) working days of leave with pay, not reimbursable by the Union, for its members from their respective colleges, for the duration of their term of office in any given teaching year, provided such leave does not seriously compromise their teaching duties. These provisions shall not apply to members of the FEC (CSQ) who are granted full-time leave by their College.

3-2.11

If a professor is elected member of the executive council of the CSQ or the executive of the FEC (CSQ), or to any other elective position in these organizations, the College shall, upon request made to this effect at least twenty-one (21) days in advance, grant him/her leave with pay reimbursable by the Union. Such leave shall be renewable from year to year for the duration of the professor's term of office.

The same provisions shall apply to each professor appointed to a non-elective position by the CSQ or the FEC (CSQ).

3-2.12

When a professor on leave wishes to return to his/her position, he/she shall give the College twenty-one (21) days' advance notice if his/her position was elective. In the case of a non-elective position, the return to work shall coincide with the beginning of the next semester.

If a professor ceases to perform non-elective union duties and cannot return to his/her teaching position immediately because of the conditions stipulated in the preceding paragraph, he/she shall be granted leave without pay starting on the date on which the College is officially notified of this situation by the organization for which the professor was granted leave.

During this leave without pay, the professor shall continue to benefit from all the rights that he/she had as a professor on leave with pay.

In addition, and under the same conditions, in the case of a professor's return to work as provided for in this clause, the College shall grant the professor leave without pay of up

to one (1) year upon request presented at the time set for submission of his/her notice of return to work.

3-2.13

For the reimbursement of salaries provided for in this article, the Union shall pay the College the gross salary of each substitute professor for the period in question.

Furthermore, the Union shall also reimburse the College for the cost of fringe benefits (at the time of signing, these included the employer's contribution to the Régime de rentes du Québec, Employment Insurance, the Fonds des services de santé du Québec and the Commission de la santé et de la sécurité du travail) paid for the professor on leave in accordance with clause 3-2.06, 3-2.09 or 3-2.11.

3-2.14

The amounts owed by the Union to the College for salary reimbursements shall be paid within thirty (30) days of the remittance to the Union of a detailed statement for the year, the month or the semester, indicating the names of the professors on leave, the duration of their leave, the names of the substitute professors, and the amounts to be paid.

3-2.15

Upon request by the FEC (CSQ) submitted within five (5) working days, unless otherwise agreed upon, the College shall grant leave without loss of pay but with reimbursement by the Union to a professor in order that he/she may assume the duties of attorney or union assessor. In the case of an attorney, such leave shall apply to preparatory work and arbitration hearings and sessions. For an assessor, it shall apply to arbitration sessions and subsequent deliberations.

3-2.16

A professor who benefits from a leave under this article shall retain all the rights provided for in the collective agreement, unless otherwise stipulated

3-2.17

The number of professors obtained from the application of article 8-4.00 shall include resources to whom the College has granted leave for local union activities, upon agreement between the parties.

Local Activities

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

3-2.18

In cases where it is impossible to discuss the grievance outside his/her hours of availability, a professor may take leave from work without loss of pay or reimbursement by the Union for the period of time during which his/her presence is required for this purpose.

3-2.19

A union representative who accompanies a professor at the presentation or discussion of his/her grievance may take leave from work after giving reasonable notice to the College, without loss of pay or reimbursement by the Union.

3-2.20

For the hearing of a grievance before an arbitration board, the professor in question and one (1) official representative of the Union may take leave from work after giving notice to the College, without loss of pay or reimbursement by the Union, in order to attend the arbitration sessions.

3-2.21

A professor called as a witness before an arbitration board may take leave from work, after giving notice to the College, without loss of pay or reimbursement by the Union. The duration of the leave shall then be subject to the requirements of the arbitration board.

3-2.22

A professor who is a member of the executive committee of the Union and the union delegate or his/her substitute may take leave from work without loss of pay or reimbursement by the Union to participate in a meeting with representatives of the College.

3-2.23

A professor who is a member of a commission or a committee provided for in this collective agreement may take leave from work without loss of pay or reimbursement by the Union, in order to attend any meeting convened.

The same shall apply to the Union representatives appointed under clause 4-3.02.

3-2.24

A professor who is appointed or elected to a union position may, after notifying the College, take leave from work for union activities without loss of pay but with reimbursement by the Union, when such leave prevents him/her from attending an activity included in his/her work schedule.

3-2.25

A professor may take leave from work without loss of pay but with reimbursement by the Union in order to participate in official union activities when such leave prevents him/her from attending an activity included in his/her work schedule, provided that a request for such leave is made well in advance and that the leave will not seriously compromise his/her duties or the proper functioning of the College.

3-2.26

All requests for leave for union activities shall be signed by the professor and approved by an authorized representative of the Union.

3-2.27

An authorization for such leave may be refused:

- a) if the professor has already benefited, during the course of a given teaching year, from authorizations for leave for union activities totalling thirty (30) working days;
- b) if the leave is to exceed five (5) consecutive working days.

This clause shall not apply to members of the executive of the FEC (CSQ).

3-2.28

At the local level, the parties may agree to grant leave for internal union duties. Such leave shall be allocated from among professors allocated to the College, without reimbursement by the Union.

Without restricting the scope of the preceding paragraph, the minimum number of full-time professors or the equivalent granted leave in this way shall be as follows:

- one (1) professor for a college having an allocation of one hundred (100) professors or more;
- 0.75 professor for a college having an allocation of between fifty (50) and one hundred (100) professors;
- 0.5 professor for a college having an allocation of fewer than fifty (50) professors.

3-2.29

For the reimbursement of salaries provided for in this article, the Union shall pay the College the gross salary of each substitute professor for the period concerned.

3-2.30

The amounts owed by the Union to the College for salary reimbursements shall be paid within thirty (30) days of the remittance to the Union of a detailed monthly statement indicating the names of the professors on leave, the duration of their leave, the names of the substitute professors and the amounts to be paid.

3-2.31

The parties agree that the course schedule shall not include a course load equivalent to five (5) consecutive course periods per week for members of the union executive, provided that the College is officially informed of the names of the professors in question in time to establish the course schedule accordingly.

3-2.32

A professor who benefits from a leave under this article shall retain all the rights provided for in the collective agreement, unless otherwise stipulated.

Article 3-3.00 - The Right to Meet, Office Space and Postings**3-3.01**

The College shall provide the Union with adequate office space for its secretarial activities. The furnishings shall be determined by agreement between the College and the Union. In addition, the College shall assume responsibility for the general upkeep of the office space.

3-3.02

The Union may distribute any document to professors in their offices, the common room or their respective mailboxes. The Union may use the internal mail service for distribution to the mailboxes.

3-3.03

The College shall allow the Union to use its regular addressograph, photocopying, printing and audiovisual services, in accordance with the operating rules of these services.

Meetings and Postings

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

3-3.04

The Union shall have the right to hold meetings of professors on College premises provided advance notice is given. Such use of the premises shall be free of charge unless additional expenses are incurred.

3-3.05

The Union may post any notices, bulletins or documents of interest to professors in one or more mutually acceptable locations reserved exclusively for this purpose.

Article 3-4.00 - Union Dues

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

3-4.01

The College shall deduct an amount equal to the dues set by the Union from the salary of each professor covered by this collective agreement.

3-4.02

For the purposes of this article, the amount of union dues shall correspond to the rate or amount indicated in a written notice to the College. Such notice shall also indicate:

- a) the date of the first (1st) deduction, which may not be earlier than thirty (30) days after the College has received said notice;
- b) the number of consecutive pays from which the College is to deduct the dues.

3-4.03

The College shall forward a cheque payable at par value each month to the Union for the amount of union dues deducted at source from each pay. This cheque shall be remitted to the Union between the first (1st) and the fifteenth (15th) day of each month; it shall bear the monthly amount of dues collected for the preceding month and shall be accompanied by a detailed statement of dues. A copy of this statement shall be forwarded to the FEC (CSQ) every month.

The detailed statement shall indicate: the names of the professors, their social insurance numbers, their annual salary, the salary paid for each pay period including, if necessary, any additional remuneration, as well as the amount of each individual deduction of dues. Upon agreement between the parties, this statement may also include other information.

3-4.04

When one or the other of the parties asks at TAT to rule on whether a professor is covered by the accreditation certificate, the College shall continue to deduct union dues and to remit this money to the Union. Should of the TAT determine that the professor is not covered by the accreditation certificate; the Union shall reimburse the amount deducted.

CHAPTER 4-0.00 - WORK ORGANIZATION**Article 4-1.00 - Program Committee and Department****Program Committee****4-1.01**

The college shall set up a program committee for each program it offers leading to a DCS.

The criteria for setting up the program committees shall be established by the College after consultation with the Union. However, professors teaching the particular program of study shall make up the majority of professors on the program committee.

The duration of the mandate cannot exceed the teaching year for which professors have been mandated, and this mandate is renewable. Professors shall act as representatives of their department or their discipline, in the case of multidisciplinary departments.

4-1.02

The primary mandates of the program committee shall be:

- to ensure the quality and pedagogical harmonization of the program, the integration of learning, and an interdisciplinary approach;
- to participate in the development, implementation and evaluation of the program.

To support the achievement of its mandates, the committee shall carry out the following activities:

a) With regard to the Program Committee

1. To define its internal procedure rules and to form committees as appropriate;
2. To seek the advice of the departments concerned;
3. To submit a work plan and to file an annual report;
4. To collaborate with the department(s) concerned in implementing and monitoring activities pertaining to the welcoming and integration of students, and to provide follow-up.

b) With regard to the management of the program of study

1. To appropriate and to develop a common understanding the program's objectives and standards, as defined by the Ministère;

2. To ensure that a consultation paper is developed on the general content of the program;
3. To gather the opinions of the departments concerned;
4. To determine the output profile, the association of the subject with one or more of the program objectives, and the logic diagram of competencies;
5. To ensure the development of a program course grid and exit profile, and to recommend that these be adopted;
6. To recommend the adoption of framework plans;
7. To oversee the development of guidelines for the synthesis examination of the program and recommend that they be adopted;
8. To recommend to the College, if appropriate, special admission conditions for students in the program under the general conditions established by the College Education Regulations (RREC; CQLR, chapter C-29, r. 4);
9. To advise on equivalencies and substitutions between old and new courses (learning activities) based on the competencies required for the program;
10. To monitor the program of study at the time of its implementation;
11. To oversee the development of the program evaluation specifications and recommend that they be adopted;
12. To collect and analyze data relevant to the evaluation;
13. To analyze the success rate indicators and make any recommendations to the College in this regard;
14. To ensure that an evaluation report is prepared and recommend that it be adopted;
15. To develop an action plan as a follow-up to the evaluation report.

Where appropriate, the general education issue table (*Table de concertation de la formation générale*) or the general education committee (*Comité de la formation générale*) shall carry out the above activities, making any necessary adjustments.

In order to enable the program committee to carry out certain activities set out in paragraph (b) of this clause, the resources provided for in Appendix VIII-2 (component 2 and column C) may be used for these purposes.

4-1.03

The program committee shall designate a program coordinator. Generally speaking, this person is a professor who is already a member of the committee. The College, with just cause, may revoke the designated person's right to act as coordinator.

4-1.04

The program committee coordinator performs the following activities:

- to hold and facilitate meetings;
- to follow up on work performed by the committee and sub-committees;
- to maintain the communications required to fulfill the program committee's mandate, with the College and departments, and other bodies, individuals or groups outside the program;
- to participate, based on local practices, in the program coordinators meeting;
- to draft the work plan and annual report

Where applicable, the coordinator of the general education issues table (*Table de concertation de la formation générale*) or the general education committee (*Comité de la formation générale*) shall carry out the preceding activities, making the necessary adjustments.

Departments and Departmental Coordination

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

4-1.05

For the purposes of this collective agreement, subject to clause 8-6.08, a department shall consist of all regular professors in one or more subjects at a given college.

4-1.06

The criteria for creating departments and establishing their number shall be established by the College after a meeting between the College and the Union, as provided for in article 4-3.00.

4-1.07

Whereas, in exercising its functions, the departmental assembly enjoys autonomy, that is demonstrated, notably, by its freedom to choose the means that it deems appropriate, and that is exercised in the mutual recognition of the responsibilities devolved upon the department and the College which has the obligation, notably, to determine the institutional orientations and priorities.

The functions of a departmental assembly are as follows:

1. Those exercised jointly with the work of the program committees in which its discipline takes part:
 - 1.1 To advise program committees which its discipline contributes to or takes part in;
 - 1.2 to appoint professors to the program committees which its discipline contributes to or takes part in.
2. Those arising from the learning management related to the teaching of its discipline:
 - 2.1 to define and update the department's internal rules of operation;
 - 2.2 to form committees as necessary;
 - 2.3 to distribute and weigh pedagogical activities, including teaching load, based on the resources allocated, and on the activities related to the recognition of time worked;
 - 2.4 to appoint professors to the selection committee in accordance with article 4-4.00;
 - 2.5 to appoint professors to committees of the Ministère and to inform the College of these appointments;
 - 2.6 to recommend to the College choices for complementary courses;
 - 2.7 to recommend to the College, if applicable, any special conditions for admitting students within the framework of the general conditions established by the *RREC*;
 - 2.8 to give advice on retraining projects in the case of retraining for a reserved position;
 - 2.9 to make recommendations to the professional development committee regarding the requests made by the teaching personnel;
 - 2.10 to analyze the human, material and technological resource requirements, and make recommendations regarding the hiring of laboratory support personnel (technician, stock keeper, doorkeeper) or the purchase of materials;
 - 2.11 to participate in the development of the department's budget estimates;
 - 2.12 to recommend a policy to the College with a view to enabling the region to benefit from departmental resources;

- 2.13 to develop an annual work plan, see to its achievement and write an annual report;
- 2.14 to define the objectives, apply the teaching methods and establish the means of evaluation for each course for which it is responsible;
- 2.15 to adopt course plans prepared by the members of the department;
- 2.16 to make recommendations to the College that are likely to improve the quality of teaching for its discipline;
- 2.17 to select internship sites, and jointly take on the practical organization of internships;
- 2.18 to seek and implement, with respect to the recognition of time worked, support strategies in order to improve student success rates, taking into account the institutional success plan;
- 2.19 to ensure professional assistance to new professors.

4-1.08

The department's professors, using their own procedures, shall appoint a department coordinator for the following teaching year no later than April 1. They may appoint, if applicable, other professors from the department to assume specific responsibilities among those described in clause 4-1.12. In such a case, the department may apportion the leave provided for in clause 4-1.14 accordingly. The College is then informed of the name of the coordinator and, if applicable the names of the other professors.

4-1.09

Should the professors fail to appoint a coordinator, the College shall take responsibility for doing so and the provisions of clause 4-1.14 shall not apply to this particular department. The College may revoke the appointment of a department coordinator for just cause. The College may also revoke the appointment of a department coordinator at the department's request.

4-1.10

The department coordinator shall be a professor who, regardless of status and as of the beginning of his/her term of office, maintains a minimum teaching load.

4-1.11

The term of office of a department coordinator shall be one (1) year and shall be renewable.

4-1.12

The department coordinator shall coordinate the department's activities as provided for in clause 4-1.07 and shall perform the administrative tasks inherent in his/her position. For these purposes, the department coordinator performs the following specific tasks:

As part of the internal governance activities:

1. to ensure departmental meetings are held and facilitated;
2. to follow-up on departmental rules, taking into account institutional policies;
3. to prepare, and submit to the departmental assembly, a project for the distribution of teaching loads and activities with respect to the recognition of time worked within the norms established by the collective agreement and the College;
4. to enable the flow of information and communication between members of the department;
5. to forward the department's requests to the various college bodies or outside organizations;
6. to follow-up on the various requests submitted to the department by students, individuals or outside organizations, based on the department's directions.

As part of the teaching activities:

1. to carry out the necessary follow-up in order to implement activities related to the reception and integration of students with respect to the recognition of time worked;
2. to make sure the course plans are adopted;
3. to carry out the necessary follow-up so that all the operations related to teaching classes, evaluation conditions, facilities and equipment requirements, schedules, and internships, can take place;
4. to carry out the necessary follow-up in order to implement success support activities with respect to the recognition of time worked.

As part of activities related to the budget and material resources:

1. to take part in budget estimates;
2. to administer the department's operating and investment budgets;
3. to recommend the purchase of instructional and course material (books, magazines, DVDs, etc.) and, in the absence of technical staff, prepare purchase requisitions;

4. to follow up on retrofit projects, on determining the need for specialized facilities, or on the physical layout of the laboratories.

As part of activities related to relationships with peers:

1. to make sure support is provided to professors who are having difficulties;
2. to carry out the necessary follow-up to ensure professional assistance is provided to new professors.

As part of the activities related to relationships with support personnel:

1. to take part in the selection of laboratory support personnel (technician, stock keeper, doorkeeper);
2. to take part in planning the layout of laboratories with the laboratory support personnel (technician, stock keeper, doorkeeper).

As part of activities related to relationships with the College:

1. to participate, based on local practices, in the department coordinators meeting;
2. to follow up with the director of studies on the following departmental activities:
 - a) distributing and weighting teaching activities within the norms established by the collective agreement and by the College;
 - b) ensuring that objectives are defined, that teaching methods are applied and that means of evaluation are established for each course for which the department is responsible;
 - c) ensuring that all courses for which the department is responsible are given and to guarantee their quality and content;
 - d) preparing the department's budget estimates;
 - e) studying, establishing and maintaining, if applicable, appropriate relationships with institutions, organizations and companies, taking into account the means made available by the College;
 - f) setting up a review committee made up of three (3) people, including the professor in question, and empowered to modify students' final mark, if applicable;
 - g) preparing the department's annual work plan and an annual report of its activities.

4-1.13

The coordinator shall forward the department's annual work plan and report to the College. The information contained in these documents may not be used to evaluate professors.

The department's annual report sets out:

- the activities included in the work plan specifying the measures put in place for their implementation;
- the adjustments made during implementation;
- the relevant recommendations;
- the information included in paragraph h) of clause 8-3.02.

4-1.14

For the purposes of this article, the College shall release full-time professors or the equivalent resulting from the application of clause 8-4.04 to take on the duties of department coordinator.

The College shall apportion the reduction in workload resulting from this clause after submitting the matter to the Union in accordance with article 4-3.00. This reduction may vary from one department to another.

Article 4-2.00 - Information**4-2.01**

Unless otherwise agreed to by the provincial parties, the information to be shared between them in accordance with the collective agreement will be transmitted on electronic support when the information is available in this format.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

4-2.02

The College shall provide the Union and the FEC (CSQ) with a list of professors, a list of professional and administrative staff and a list of members of the board of directors.

The list shall give the following information for each professor:

- a) given name and surname;
- b) date of birth;
- c) sex;
- d) citizenship;
- e) address;
- f) telephone number;
- g) years of schooling, including master's and doctoral degrees;
- h) seniority;
- i) status: tenured, non-tenured, substitute;
- j) title: full-time, part-time, hourly paid;
- k) total accumulated experience in accordance with article 6-2.00;
- l) salary and step;
- m) in the case of a professor on leave, the nature and duration of the leave;

n) in the case of a professor on temporary assignment.

The Union must receive this list no later than twenty (20) working days after the beginning of the first (1st) semester.

In the second (2nd) semester and within the same time limit, the College shall only be required to send to the Union and the FEC (CSQ) corrections to the list supplied during the first semester.

The College shall inform the Union of all resignations and requests for retirement as soon as it is so informed.

4-2.03

The College shall provide the Union with one (1) copy of each professor's timetable no later than twenty (20) working days after the beginning of the semester.

4-2.04

The College shall provide the Union with two (2) copies of all documents related to this collective agreement, and of any general order or document of interest to professors. The College shall also post a copy of these documents.

4-2.05

The College shall provide the Union with two (2) copies of any non-confidential document distributed to the members of, or produced by, any commission, committee or council to which the Union has appointed or proposed members, as well as notices of meetings, draft agendas and minutes of the meetings of the board of directors.

4-2.06

The College shall provide the Union and the FEC (CSQ) with one (1) copy of the complete list of regular students and of the list of continuing education students taking courses integrated into the regular timetable, and a list of the courses in which they are enrolled. This shall be done within thirty (30) working days following the beginning of each semester.

4-2.07

The College shall provide the Union as soon as possible with a complete list of members of all college committees and commissions on which professors serve. In addition, the College shall supply a complete list of members of all committees and commissions within the College whose duty it is to define the general objectives of the College or a given sector.

4-2.08

The Union shall provide the College as soon as possible with a list of the members of its executive council or the equivalent.

Where there is a substitution, the College shall be informed as soon as possible of the new appointments.

4-2.09

By mutual agreement, the College may transmit all or any of the information referred to in this article to the Union and the FEC (CSQ) in electronic format.

Article 4-3.00 - Meetings Between the College and the Union

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

4-3.01

Regarding any question related to the application and interpretation of the collective agreement and any question likely to maintain or improve labour relations, the College or the Union may request a meeting with the other party.

4-3.02

Within thirty (30) working days following the coming into effect of this collective agreement and subsequently before October 15 of each year, the parties shall inform each other of the names of those persons authorized to represent them for the purposes of this article.

4-3.03

The representatives of the parties shall meet within five (5) working days following a written request to that effect from either of the parties. The parties shall come to an agreement regarding the agenda, the date and the location of such meeting.

4-3.04

Each party shall send the other party, as soon as possible and no later than forty-eight (48) hours prior to said meeting, all documents in its possession deemed relevant to the items on the agenda. The agenda shall be closed forty-eight (48) hours prior to the meeting. The College shall then post the agenda for the benefit of all professors.

4-3.05

Should the representatives of the College fail to attend a meeting, the College may not proceed with the items on the agenda.

Should the Union representatives fail to attend a meeting, the College may proceed with the items on the agenda.

4-3.06

A professor whose case is to be discussed at a meeting convened under the terms of this article shall receive prior written notice to this effect from the College. Should he/she so request, the professor shall be heard at said meeting.

4-3.07

The text of any agreement between the parties shall be signed before the meeting is adjourned. The College shall proceed with items on the agenda for which no agreement has been reached.

4-3.08

Within five (5) working days following a meeting of the parties during which the case of a professor has been discussed, the College shall inform said professor as to whether or not an agreement has been reached.

If no agreement has been reached, the professor shall be informed at least two (2) working days before any decision is made in his/her case.

4-3.09

Within ten (10) working days following a meeting between the parties, the College shall give written notice to the Union and the professor concerned, where applicable, of its decision and the reasons for such decision.

However, unless otherwise agreed upon by the parties, the College shall not be obliged to inform each professor individually of a decision affecting the whole teaching staff. In such cases the College shall post said decision.

4-3.10

Under exceptional circumstances, such as decisions relating to general policy, the College shall be entitled to a longer period of time than that provided for in clause 4-3.09 in order to make its decision known.

4-3.11

The College shall meet with the Union before reaching decisions on the following questions:

- a) measures concerning teaching transfers, agreements with other educational institutions and modification of educational structures, staff reductions, the closing of an option, partial teaching transfers, the opening of an option, the total or partial transfer of an option, regionalization, the introduction of institutional courses;
- b) contractual implications resulting from the measures provided for in paragraph a) of clause 4-3.11;
- c) modifications to working conditions caused by changes in the basic regulation or the use of new teaching methods or techniques;
- d) any exception to the exclusivity clause as defined in clause 5-1.16;
- e) any request for leave without pay not covered by this collective agreement;
- f) the dismissal of a professor;
- g) any disciplinary measure taken in accordance with article 5-18.00;
- h) the hiring of interns or volunteers;

- i) the hiring of a regular professor, except in the cases covered by subparagraphs 1, 2, 3, 4, 5 and 6 (subparagraphs 1, 2 and 3), 7 and 17 of paragraph a) of clause 5-4.17;
- j) the establishment of criteria for the creation of departments and the establishment of their number;
- k) the preparation of the school calendar;
- l) the shifting of the vacation period of a professor under the provisions of clause 8-2.04;
- m) the hiring of a professor for regular teaching duties as set out in clause 5-1.17;
- n) any other topics specifically mentioned in the collective agreement.

4-3.12

At the Union's request, the College shall meet with the Union to discuss any dispute relating to:

- a) changes in a professor's teaching duties;
- b) transfers;
- c) the distribution of teaching duties;
- d) the assignment of professors to continuing education courses and to long-term substitution;
- e) the teaching load including that of hourly paid professors.
- f) the evaluation of experience;
- g) the reintegration of a professor;
- h) the application of the travel and accommodation expense schedule, as specified in article 6-7.00;
- i) the application of the moving expense schedule as specified in Appendix V-6;
- j) the contractual implications resulting from a disruption or interruption of normal college operations;
- k) an unfavourable remark or incriminating note entered in a professor's personal file.

4-3.13

Should one of the parties so request, any grievance filed in accordance with the provisions of clause 9-1.03 may bring about a meeting between the College and the Union under the provisions of this article, for the purposes of reaching an agreement.

4-3.14

Any agreement reached under the terms of this article shall be binding on the College, the Union and the professor. However, such an agreement cannot restrict the rights of the professor as provided for in this collective agreement unless the professor is himself/herself a party to such agreement.

4-3.15 Minutes of a College Union Meeting (RCS)¹

¹ Clause 4-3.15 included in Appendix X-1 only applies to colleges whose Union was formerly affiliated with the FAC: Gaspésie et des Îles, Rimouski, Rivière-du-Loup and Sorel-Tracy.

Article 4-4.00 - Selection of Regular Professors

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

4-4.01

Subject to the provisions of article 5-4.00, the College shall set up selection committees to recommend the hiring of applicants selected by such committees.

4-4.02

The selection committee shall be composed of:

- a) three (3) professors chosen by the professors of a department, who may also designate substitutes;
- b) two (2) persons chosen by the College.

4-4.03

All applications, as well as proof of qualifications and relevant work experience, shall be submitted to the selection committee by the College.

4-4.04

The committee shall make its recommendations to the College and inform the department.

The committee shall base its recommendations mainly on professional competence and pedagogical aptitude, subject to the provisions of any equal access to employment program established in accordance with article 2-4.00.

4-4.05

The College shall not hire a professor unless his/her hiring has been recommended by a majority on the committee, subject to the provisions of this collective agreement concerning the order of hiring priorities as defined in article 5-4.00.

If the recommendation to hire a candidate is unanimous, the College shall hire the recommended candidate. If it is not unanimous, the committee shall inform the College of the reasons for its majority hiring recommendations and submit as well, in order, the ten (10) best candidates who were not recommended for hiring.

4-4.06

Should the committee fail to recommend an applicant for an assignable workload, the College shall proceed.

CHAPTER 5-0.00 - EMPLOYMENT AND FRINGE BENEFITS**Article 5-1.00 - Hiring****5-1.01**

Subject to job security measures and provisions, a tenured professor's appointment shall be renewed automatically from year to year.

5-1.02

The appointment of a non-tenured full-time professor, part-time professor or hourly paid professor shall end automatically, without any prior measures or warning, on the date his/her contract expires.

5-1.03

The College shall hire a professor to assume a teaching load left vacant due to a professor's departure or leave if the absence is made known in time to apply the provisions respecting posting and exceeds fifteen (15) working days, unless a professor already assumes this teaching load in accordance with clause 5-4.07 or 5-4.22.

5-1.04

The professor referred to in clause 1-2.15 shall be notified in writing of his/her status as a substitute professor at the time when he/she is appointed.

5-1.05

- a) In cases where a 0.5 annual teaching load is likely to be assumed by a single professor in a given semester, the College shall hire a professor for full-time duties for one (1) semester and pay him/her one half (1/2) of an annual salary.

The teaching load of such professor shall be calculated using Appendix VIII-1. If such teaching load exceeds forty-four (44) credits, the excess shall be remunerated as follows:

$$\begin{array}{l} \text{number of course periods} \\ \text{remunerated as additional} \\ \text{teaching load} \end{array} = \frac{(CI - 44)}{3} \times 15$$

If a professor having received such additional remuneration becomes a full-time professor, he/she shall receive a full annual salary, subject to the provisions of paragraph d) of clause 8-5.01.

- b) The teaching load of a part-time professor, based on Appendix VIII-1, shall not result in a full-time equivalent (FTE) being less than that of the teaching load the professor received at the start of the semester, unless a reduction in student course enrolment recorded no later than September 20 for the fall semester and February 15 for the winter semester leads to a reduction in one or more blocks of courses.

In such a case, the professor's FTE shall be recalculated on the basis of Appendix VIII-1, starting with the teaching load the professor received at the start of the semester, less the loss of blocks of courses.

- c) As of 2021-2022, a part-time professor with a teaching load of fifty (50) regular credits or more who teaches summer courses or continuing education courses, or acts as a substitute shall become a full-time professor if these courses, in accordance with Appendix VIII-1, allow him/her to reach a teaching load of eighty (80) credits, which he/she would not have reached by teaching in the regular program only.

For the exclusive purposes of this paragraph, the FTE obtained by the ratio between the difference in salary obtained from his/her full-time salary less the sum of his/her salary from his/her part-time teaching load and his/her salary as an hourly paid professor, and his/her full-time salary shall be deducted from the resources provided for in article 8-4.00.

5-1.06

Subject to the provisions of article 5-4.00 concerning the assignment of professors who have not been relocated, the College shall not require a professor to teach a subject other than the one stipulated in his/her contract.

In the case of a subject that the professor has not taught for the last ten (10) years, he/she may request that the College remove that subject from his/her teaching contract. The College shall provide sufficient reason for refusing the professor's request. If arbitration is required, the procedure shall be as set out in clause 9-3.03.

5-1.07

When hiring professors and for the purposes of the local application of clauses 5-4.05 and 5-4.06 and article 8-4.00 of the collective agreement, the subjects listed in Appendix V-1 may be subdivided or grouped together to take existing local practices into account, in accordance with the provisions of Appendix V-2.

However, registration on the lists of the placement office shall be in accordance with the list in Appendix V-1 and the job security provisions shall apply accordingly.

5-1.08

A tenured professor may resign effective the following teaching year by giving written notice to the College no later than April 1.

Such professor may not resign after this date without the consent of the College. The College shall not withhold its consent without a valid reason. In the event of arbitration, the board shall have the power to rule on the merits of the grievance and the respective motives of the parties, taking the circumstances into consideration; it may also award an indemnity to the wronged party. A professor who gives such notice shall remain employed by the College and draw his/her salary until the effective date of his/her departure.

5-1.09

The College shall inform a non-tenured professor in writing and before June 1 of the specific reasons related to his/her professorial duties for not granting job priority in accordance with clauses 5-4.17, 8-6.03 and 8-7.01. A copy of the notice signifying the refusal to grant job security shall be forwarded to the Union by the College.

5-1.10

The refusal to grant job priority to a non-tenured professor under the provisions of clauses 5-4.17, 8-6.03 and 8-7.01 shall not be subject to grievance, except in the case of a professor who:

- a) held a full-time teaching load until its completion;
- b) held a teaching load equivalent to at least 0.5 full-time equivalent per year for two (2) consecutive contract years;
- c) accumulated one and a half (1.5) years of seniority.

It shall then be up to the College to establish that its decision is well founded.

5-1.11

In order to benefit, in any given contract year, from the hiring priorities provided for in subparagraphs 2 (second (2nd) paragraph), 6 (fourth (4th) paragraph), 7, 8 and 16 of paragraph a) and in subparagraphs 3, 4, 7, 8, 9 and 12 of paragraph b) of clause 5-4.17 and in paragraph 2 of clause 8-7.01, a non-tenured professor at the College shall apply in writing during the preceding month of April, specifying his/her chosen subjects. Following an agreement between the parties, these deadlines may be postponed for all professors covered by this clause.

However, a professor who acquires hiring priority after the month of April shall send the College the notice mentioned in the preceding paragraph in order to benefit from such priority in the following months.

The provisions of clause 5-1.11 may be subject to a local agreement between the parties. (CQLR, chapter R-8.2, s. 70)

5-1.12

When an assignable teaching load exists at the College, the faculty shall be notified by a notice on an electronic support available online and which shall contain the elements provided for in Appendix V-3.

Any form may be used for posting provided that all the information appearing in Appendix V-3 is included.

One electronic (1) copy of this notice shall be sent to the Union at the time of posting.

Within ten (10) days after the notice is posted, any professor may apply for the job in writing. This deadline shall be reduced to five (5) working days for a teaching load assignable during the course of a semester. Once the above deadline has expired, no

other applications shall be accepted and the selection committee shall sit in accordance with the provisions of the collective agreement.

When a professor benefits from job priority in accordance with clause 5-4.17, the College does not have to resort to the posting, but the notice prescribed in the first paragraph of the present clause shall nevertheless be transmitted to the Union.

The College shall be required to disclose the requirements for each of the disciplines being offered.

As regards hiring priorities provided for in paragraph b) of clause 5-4.17, the parties shall agree on a date for each of the fall and winter semesters when a part-time, non-tenured professor may refuse that another course be added to the teaching load previously assigned, unless this addition leads to the creation of a position. Failing an agreement, the dates of June 30, for the fall semester, and December 15, for the winter semester, shall be set.

A non-tenured professor may withdraw from a teaching load previously assigned to him/her, without affecting his/her employment relationship:

- regarding regular teaching, up to four (4) weeks before classes start as established in the school calendar and,
- regarding continuing education and summer courses, up to four (4) weeks before classes start.

The parties may agree on a different period.

The provisions provided for in clause 5-1.12 may be modified by local arrangements between the parties (CQLR, chapter R-8.2, a. 70).

5-1.13

Unless there is a shortage of available teaching personnel, a person who holds a full-time position at the College or elsewhere shall not be entitled to an assignable teaching load.

For the purposes of this clause, a part-time professor hired for full-time teaching duties in a given semester shall not be deemed to have a full-time teaching load. The same shall apply to an hourly paid professor who has not taught a minimum of seven hundred (700) periods since the preceding August 1.

Unless the parties agree otherwise, dual employment at the College or elsewhere shall be verified by means of a personal declaration made on the form provided for in Appendix V-9.

A professor who applies for full-time teaching duties in a given semester or for a full-time annual teaching load shall not be obliged to make such personal declaration if he/she meets one or the other of the following conditions:

- a) he/she has at least three (3) years' seniority;
- b) he/she has held a full-time teaching load for two (2) years.

5-1.14

The College may pay a severance benefit in return for a professor's resignation.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5-1.15

A professor shall be hired by means of a written contract on a form such as the one shown in Appendix XII-1. The professor may take a reasonable amount of time before signing his/her contract. An integral copy of the signed contract shall be sent immediately to the Union.

When a part-time professor becomes a full-time professor under the terms of clause 1-2.16, the College shall have him/her sign a full-time contract that shall cancel and replace previous signed contracts. The new contract shall specifically indicate that this professor has become a full-time professor under the terms of clause 1-2.16.

5-1.16

The professor undertakes to work exclusively for the College during his/her hours of availability. After meeting with the Union in accordance with article 4-3.00, the College may allow a professor to accept paid work other than his/her teaching at the College during his/her hours of availability. Such authorization shall be given in writing.

5-1.17

Subject to the provisions of article 5-4.00, the College shall hire a full-time professor to hold regular teaching duties. However, because of difficulties in recruiting or filling positions with less than a full-time workload, and after meeting with the Union in accordance with article 4-3.00, the College may hire a part-time professor. Moreover, the College shall not hire an hourly paid professor unless an agreement is reached between the parties. Notwithstanding the preceding provision, after meeting with the Union in accordance with article 4-3.00, and in the event of recruitment difficulties or other problems of a pedagogical nature corroborated by previously held local teaching practices, the College may hire an hourly paid professor.

5-1.18

Each professor shall supply the documents attesting to his or her qualifications and experience before signing his/her contract, failing which said contract shall be conditional and shall only become valid when said documents are presented. The professor and the

College may agree in writing on a deadline for the submission of these documents, after which time the conditional contract shall become null and void unless the delay is attributable to the institution issuing said documents.

Upon signing the contract, the College shall give a copy of this clause to the professor, under separate cover.

5-1.19

The College shall inform the Union of all new assignments.

Article 5-2.00 - Tenure**5-2.01**

To acquire tenure, a professor must be on full-time duty and satisfy all provisions of this article.

5-2.02

A full-time professor shall acquire tenure at the beginning of a teaching contract as a full-time professor in an available position to which he/she has been assigned in the course of either one of the two (2) contract years following his/her assignment by the College to an available position during two (2) consecutive years.

5-2.03

The College shall maintain the status of a tenured professor whose work is not entirely devoted to teaching or to whom the College has granted leave in accordance with the provisions of this collective agreement.

5-2.04

A professor who had tenure in an institution replaced by the College shall acquire tenure at the College once his/her transfer is obtained.

5-2.05

A tenured professor from another college or a government educational institution who has not been dismissed by said college or the Government and who is hired in the teaching year following his/her departure as a full-time professor shall obtain tenure when he/she is assigned to an available position.

5-2.06

Notwithstanding clause 5-2.02, a professor shall acquire tenure at the beginning of a teaching contract as a full-time professor in the employ of the College in an available position to which he/she has been assigned in the course of either one of the two (2) contract years following his/her assuming a full-time teaching load during three (3) consecutive years. Two (2) of these consecutive years shall have been spent in teaching in the regular program.

5-2.07

Notwithstanding clause 5-2.02, a professor shall acquire tenure at the beginning of his/her second (2nd) consecutive teaching contract as a full-time professor in the employ of the same College in an available position if, prior to his/her first (1st) teaching contract as a full-time professor in the employ of the College in an available position he/she accumulated three (3) years' seniority for purposes of job security.

5-2.08

Notwithstanding clause 5-2.02, a professor shall acquire tenure at the beginning of a teaching contract as a full-time professor in the employ of the College in an available position, if he/she previously accumulated five (5) years' seniority for purposes of job security.

5-2.09

A year during which a professor has been on leave in a full-time capacity for one (1) complete semester or more shall be deemed to be a consecutive year or a consecutive contract for the purposes of clauses 5-2.02, 5-2.06 and 5-2.07, but shall not be credited toward the acquisition of tenure.

Similarly, the seniority accumulated during a period of disability covered by paragraph b) of clause 5-4.16 in accordance with paragraph i) of clause 5-3.04 shall not be credited toward the acquisition of tenure.

However, a professor who has acquired three (3) years' seniority for purposes of job security may be granted one (1) or more full-time leaves of one (1) semester or more up to a maximum of one (1) year, in accordance with the provisions pertaining to parental rights, without suffering any delay in acquiring tenure.

Furthermore, provisional assignment, maternity leave and the extensions provided for in clause 5-6.12 shall not delay the acquisition of tenure.

5-2.10

To acquire tenure as defined in this article, an employee from another employment category shall resign from his/her current position.

5-2.11

A tenured professor who is not on availability shall not benefit from job security in more than one employment category in his/her college.

Article 5-3.00 - Seniority for Purposes of Job Security**5-3.01**

The official seniority lists for purposes of job security in effect on the date the collective agreement is signed shall remain in effect.

For the duration of the collective agreement, the College shall calculate seniority in the way specified in this article, on the first (1st) day of the contract year, based on the most recent official seniority lists.

5-3.02

Seniority shall be calculated as follows:

- a) for full-time professors: one (1) contract year shall be worth one (1) year of seniority;
- b) for part-time professors subject to paragraph c): in proportion to their teaching load expressed as full-time equivalents in accordance with clause 8-4.08;
- c) for professors benefiting from salary protection as defined in clause 5-4.22: half (1/2) a year of seniority;
- d) for professors paid according to the hourly rates and salary scales set out in Table B of Appendix VI-1: in proportion to their teaching load expressed as full-time equivalents in accordance with clause 8-4.08;
- e) for professors on half-time leave under article 5-16.00:
 - i) one (1) year of seniority per year, for the first two (2) years on leave;
 - ii) half (1/2) a year of seniority for each additional year on leave;
- f) for a professor on full-time leave without pay as provided for in article 5-22.00: one (1) year of seniority for the first year of this leave; in the case of a professor covered by clause 5-4.23, for the entire term of the leave without pay, up to a maximum of five (5) years.
- g) for a professor who performs activities provided for in clause 6-1.04, there shall be no accumulation of seniority.

In no case shall a professor accumulate more than one (1) year of seniority in any contract year.

5-3.03

The seniority list shall be drawn up by subject and by seniority and, in the case of equal seniority, by years of experience and, in the case of equal experience, by years of

schooling, within thirty (30) working days after the start of the fall semester. It shall also indicate whether the professor works in regular or continuing education.

Copies of this list shall be posted immediately, forwarded to the Union and the FEC (CSQ) and given to each professor in order that it may be corrected, if need be, within the next twenty (20) working days. Following this deadline, the corrected list shall become official.

If, as a result of an objection, a professor's seniority is corrected, the list shall be corrected immediately.

Copies of the official list shall be posted immediately and forwarded to the Union and the FEC (CSQ). The College shall advise all professors of all changes made to the original list.

The list drawn up by subject states that the professor's status and title also count for the purpose of establishing job priority.

Furthermore, within thirty (30) working days after the start of the fall semester, the College shall draw up a list in alphabetical order and send it to the Union and the FEC (CSQ).

5-3.04

Seniority shall continue to be accumulated:

- a) during an absence, leave or holiday provided for in the collective agreement, unless otherwise stipulated;
- b) during a suspension;
- c) during the period in which a professor is placed on availability and as long as the professor's name remains on the placement office's lists;
- d) during an activity described in clause 8-3.01;
- e) during each year of the plan provided for in article 5-13.00;
- f) while on service loan under the terms of article 5-15.00;
- g) while serving on a committee under the terms of the collective agreement;
- h) during a provisional assignment, as provided for in article 5-11.00;
- i) during periods of disability covered by paragraph b) of clause 5-4.16; in this case, the amount of seniority recognized shall not exceed one hundred and four (104) consecutive weeks;

- j) during a leave of absence without pay under paragraph e) of clause 4-3.11, taken during the 2021 winter semester, in connection with the health crisis¹.

5-3.05

Seniority shall cease to be accumulated but shall remain credited to the professor:

- a) during leave for public duty for more than one (1) semester, unless other legislative provisions are more advantageous;
- b) during any leave not covered by the collective agreement;
- c) after the deadlines given in clause 5-5.22 have expired;
- d) when the professor occupies an academic position outside the bargaining unit, except in the case covered by article 5-11.00;
- e) during the three (3) years immediately following the year during which a non-tenured professor was assigned teaching duties. However, this three (3)-year period shall be extended to five (5) years in the cases covered by paragraph H) of clause 5-4.20.

5-3.06

Accumulated seniority shall be lost:

- a) through resignation, except in the case of the voluntary transfer of a professor to another college;
- b) through dismissal;
- c) if a professor is not hired by the College during the period referred to in paragraph e) of clause 5-3.05.

5-3.07

The deadlines provided for in clause 5-3.03 shall not deprive a professor of the rights gained through his/her seniority.

5-3.08

In order to ensure that the seniority of all professors is calculated on the same basis for relocation purposes, the following terms and conditions shall apply:

1. In order to convert hours of seniority into years when necessary, for the purposes of article 5-4.00, the placement office shall use the following rule: five hundred and twenty-five (525) teaching periods shall be worth one (1) year of seniority.

¹ Letter of Agreement 2015–2020 – number 12 of December 9, 2020, concerning the amendment of certain provisions of the 2015–2020 collective agreement and a list of measures put in place in certain CEGEPs due to the health crisis.

2. When it is necessary to determine which professor covered by the FEC (CSQ) agreement or the FNEEQ (CSN) agreement has more seniority for relocation purposes in accordance with article 5-4.00, the placement office shall establish the seniority of these professors so as to ensure that only the seniority recognized under the terms of all of the above agreements is counted.
3. When a professor is relocated to a college, his/her seniority for purposes of job security shall be established by the placement office.

Article 5-4.00 - Job Security**5-4.01**

The purpose of this article is to define a job security plan for full-time tenured professors and to foster better use of teaching staff in colleges.

A professor on leave or on temporary assignment shall be covered by the provisions of this article.

For the purposes of this article, the term "zone" shall be understood, for each college, to include all the colleges in the given zone, as defined in Appendix V-4.

For the purposes of this article, the term "sector" shall be understood, for each college, to include all the colleges in the given sector, as defined in Appendix V-5.

For the purposes of clauses 5-4.07 and 5-4.17, a program shall be closed on the date the relevant resolution is adopted by the board of directors of the College.

5-4.02

As soon as the College undertakes negotiations with the purpose of modifying, suspending or transferring administrative or pedagogical responsibilities to a school board or a public or private corporation for the purposes of regular education, or as soon as it undertakes to modify its educational structures or programs, it shall consult the Union in accordance with the provisions of the collective agreement, at least six (6) months before the transfer, suspension or modification takes effect.

5-4.03

- A) The College shall make an effort to obtain a commitment from the third party concerned to respect the employment and working conditions of the professors concerned before any suspension or total or partial transfer of teaching.

If the third party concerned does not undertake to respect the employment and working conditions of the professors concerned or if the suspension or transfer involves travelling outside the zone of the college at which the professor teaches, any professor who refuses to change employers for either of these reasons shall benefit from the provisions related to job security.

- B) When, due to the complete closing of a college, the complete or partial closing of an option, the complete or partial regionalization of options, modifications to the basic regulation or modifications to teaching programs decreed by the competent authorities, there is a surplus of professors in a college, the provincial parties, within the framework of clause 2-2.02, may agree on specific ways to settle such surplus. Failing an agreement, the job security provisions of this agreement shall apply to the professors concerned.

5-4.04

When the College reduces the number of its tenured professors within a subject, it shall meet with the Union under the terms of the collective agreement before placing professors on availability.

5-4.05

The number of surplus professors within a subject (or what has been agreed to under the terms of clause 5-1.7), shall be established on the basis of the positive difference between:

- a) on the one hand, the number of tenured professors employed by the College in this subject in a given year;
- and,
- b) on the other hand, the sum total of teaching positions in this subject in accordance with article 8-4.00 and the number of full-time teaching loads planned for the subject.

Following agreement between the parties to this effect, and in order to limit the number of professors placed on availability, as well as for reasons related to difficulties in the recruitment of professors, the nature of subjects being taught or prior teaching practices, the College may create or maintain a teaching position in a subject by grouping together residual teaching duties from different subjects. The subject of the teaching position so created or maintained shall be specified in the agreement.

5-4.06

- A) When there is a surplus of professors in a given subject as a result of the application of clause 5-4.05, the College shall identify each surplus professor. The College shall then place those surplus tenured professors who are not assured of a full salary the following teaching year on availability. The College shall begin with the professor who has the least seniority for purposes of job security, or seniority being equal, with the one who has the least experience, or experience being equal, with the one who has the fewest years of schooling, in accordance with the criteria provided for in the collective agreement and subject, if applicable, to any equal access to employment program established under article 2-4.00.

Notwithstanding the preceding paragraph, if a surplus professor assured of a full salary the following year has less seniority or, seniority being equal, has less work experience or, experience being equal, has fewer years of schooling than a professor placed on availability in the same subject, he/she shall be deemed to have been placed on availability for the purpose of applying the provisions related to relocation to a teaching position. If he/she is offered a position, he/she shall not fill the position until the following year.

A professor who is placed on availability under the terms of this clause shall receive written notice to this effect between May 1 and May 31. The College shall not be

required to give the above notice to a professor who has already been placed on availability and who has remained on availability ever since.

- B) The College shall cancel the availability status of a professor if it finds that an expected surplus of personnel in his/her subject, established in accordance with clause 5-4.05, has not occurred.
- C) A professor who is placed on availability in accordance with the provisions of paragraph A) above, to whom the College intends to assign a full-time teaching load, shall have his/her placement on availability cancelled; the same shall apply when the yearly teaching load of a professor placed on availability reaches eighty (80) credits.

Up to October 30, a professor can refuse the cancellation of his/her placement on availability if he/she makes a written request no later than seven (7) days after getting or reaching this teaching load.

Furthermore, the College shall cancel the placement on availability of a professor who is assured a full salary during the given teaching year.

Notwithstanding the preceding provisions, if a professor who is assured a full salary during a given teaching year has less seniority or, seniority being equal, has less work experience or, experience being equal, has fewer years of schooling than a professor placed on availability in the same subject, he/she shall be deemed to have been placed on availability for the purpose of applying the provisions related to relocation to a teaching position. If he/she is offered a position, he/she shall not fill the position until the following teaching year.

Should the professor's placement on availability be cancelled after May 1, it shall apply only to the contract year during which the professor actually held said teaching load or received a full salary and shall not result in the cancellation of the placement on availability for the following year.

- D) Should the availability status of a professor be cancelled, the College shall notify the professor in question and send a copy of such notice to the Union. In addition, the College shall notify the placement office, which in turn shall strike the name of the professor from its lists.

5-4.07

The following provisions shall apply to a tenured professor who is placed on availability:

- A) The year of his/her relocation, up to five (5) working days following the beginning of classes in the college where he/she worked before being relocated, the professor shall retain the right to return to an available position in his/her college, either in his/her subject or in another subject, if he/she applies and meets the normal requirements of the position. In the latter case, the College may hire this professor, even against or in the absence of a recommendation from the selection committee provided for in the collective agreement.

Subsequently, during the year of his/her relocation, a professor who exercises his/her right to return to an available position shall not occupy this position in his/her College until the beginning of the following semester.

In addition, a professor who, in the year of his/her relocation, wants to exercise his/her right to return to an available position appearing on the lists from the placement office as provided for in paragraphs B) and C) below, shall inform the placement office in writing before May 1 of the same year.

However, a professor who has been relocated to another college under subparagraph 6 (subparagraph 2) of paragraph a) of clause 5-4.17 shall not benefit from this right to return to an available position in his/her former college. Furthermore, he/she shall be deemed to have resigned from his/her former college as of the effective date of his/her new work contract in the new college.

- B) The placement office shall, no later than June 10, send each professor on availability registered with the placement office an identical list indicating:
1. the teaching positions available, as well as the annual full-time substitution teaching loads for each college and for each subject, and indicating the language of instruction;
 2. the names of the professors who have been placed on availability, of those who wish to exercise their right to return and, for each one, the date of his/her being placed on availability, seniority for purposes of job security, experience, years of schooling, subject, college and language of instruction.

Similarly, the placement office shall, no later than June 10, send each college and union the names of all full-time non-tenured professors stating in each case the seniority for purposes of job security, experience, years of schooling, subject, college and language of instruction.

- C) Subsequently, the placement office shall, no later than August 10, send a second (2nd) list including only the information set out in subparagraph 1) of paragraph B) of this clause.

Finally, no later than October 7, it shall send a third (3rd) list of positions available for each college and for each subject, indicating the language of instruction.

- D) A professor shall express his/her intention to be relocated voluntarily in accordance with subparagraphs 4 and 5 of paragraph a) of clause 5-4.17. He/she shall express his/her choice of positions available in his/her college's zone or in a college in another zone in his/her subject in order of preference.
- The professor shall express his/her intention to be relocated voluntarily in accordance with subparagraphs 10 to 13 of paragraph a) of clause 5-4.17. He/she shall express his/her choice of positions available in his/her college's zone or in a college in another zone in another subject in order of preference. However, for a

professor who benefits from a retraining program as provided by clause 5-4.21 and who is covered by subparagraphs 11 and 13 of paragraph a) of clause 5-4.17, these choices may be forwarded only for positions available when the first (1st) list is published.

A professor covered by subparagraph 6 (subparagraph 1) of paragraph a) of clause 5-4.17 shall express his/her choice, in order of preference, of positions available in his/her college's zone in his/her subject.

A professor covered by subparagraph 6 (subparagraph 2) of paragraph a) of clause 5-4.17 shall express his/her choice, in order of preference, of positions available in another zone in his/her subject.

A professor covered by subparagraph 6 (subparagraph 3) of paragraph a) of clause 5-4.17 shall express his/her choice, in order of preference, of positions available in another college in the same sector, in his/her subject.

For the purposes of paragraph b) of clause 5-4.17, unless he/she accepts a full-time continuing education teaching load in his/her college, a professor shall express his/her choice, in order of preference, of full-time annual substitute teaching loads in the colleges in his/her college's zone, in his/her subject. If he/she so desires, he/she shall express his/her choice for an annual substitute teaching load in another subject.

These choices shall be forwarded in writing to the placement office no later than seven (7) days after receiving a list provided for in paragraphs B) and C) of this clause.

A professor who has a teaching load in his/her college that is at least equivalent to his/her salary protection, shall not be covered by the provisions of this paragraph.

In the case of a subject for which the College has only one (1) tenured professor, that this professor is placed on availability, and that the allocation for this subject is at least equal to zero point sixty (0.60) full-time equivalent, this professor shall be withheld from the relocation procedures in the sector, provided for in paragraph E) of this clause. However, this provision shall not apply to the subject related to the specific training in a closed program.

Furthermore, a professor covered by clauses 5-4.20 and 5-4.21 shall not be subject to the provisions of this paragraph or to other relocation procedures. The same shall apply to a professor who is still on disability after the period provided for in paragraph 3) of clause 5-5.22 has expired.

- E) The placement office shall then offer the positions in the hiring order provided for in paragraph a) of clause 5-4.17, in accordance with the professor's choices and in accordance with the following provisions for the application of subparagraph 6 of paragraph a) of clause 5-4.17:

- 1) In applying paragraph 2, the placement office shall select a professor on availability from a college in another zone in the subject related to the specific training in a closed program, in accordance with the provisions of subparagraph 1 of paragraph F) of this clause.

The professor identified by the placement office shall be the one who has been on availability for the greatest number of years from among those who received a notice of placement on availability at least two (2) years previously.

If more than one professor has been on availability for the same number of years, the placement office shall select the professor with the least seniority or, seniority being equal, the professor with the least experience or, experience being equal, the professor with the least schooling.

- 2) In applying paragraph 3, the placement office shall select a professor on availability from another college in the same sector, in accordance with the provisions of subparagraph 1 of paragraph F) of this clause.

The professor identified by the placement office shall be the one who has been on availability for the greatest number of years from among those who received a notice of placement on availability at least two (2) years previously.

If more than one professor has been on availability for the same number of years, the placement office shall select the professor with the least seniority or, seniority being equal, the professor with the least experience or, experience being equal, the professor with the least schooling.

In addition, the rights and obligations of a professor in the subject related to the specific training in a closed program who received a notice of placement of availability at least two (2) years previously, shall be the same as those of a professor placed on availability from another college in the same zone, regardless of whether or not the program is closed.

A professor placed on availability in another subject related to the specific training in a closed program shall have the same rights and responsibilities as a professor placed on availability, regardless of whether or not the program is closed.

- F) The professor to whom the placement office offers an available position in his/her college or in another college shall have seven (7) days after receiving written notice to this effect in order to give his/her answer in writing. Unless otherwise stipulated in this article and if the teaching position offered meets the requirements set out in subparagraph 1 or 2 below, as the case may be, the professor shall accept the position either in a college in his/her zone or in a college in another zone in accordance with paragraph E) of this clause:

1. The teaching position offered is available, in the same subject for which the professor was hired or, subject to the last subparagraph of paragraph b) of clause 5-4.17, that the professor was teaching the year he/she was placed on

availability, and instruction is to be given in the language in which the professor taught at the time he/she was placed on availability unless he/she also wants to teach in another language. The college shall accept such professor.

2. The teaching position offered is available, is not in the same subject for which the professor was hired or that the professor was teaching the year he/she was placed on availability, instruction is to be given in the language in which the professor taught at the time he/she was placed on availability, unless he/she also wants to teach in another language, and the placement office or the professor feels that he/she meets the requirements of the position.

In this case the College shall receive the professor concerned and the selection committee provided for in the collective agreement assesses his/her ability to meet the normal requirements of the position. Travel expenses shall be payable by the professor's college of origin.

If the College considers that the professor meets the normal requirements of the position, even against or in the absence of a recommendation from the selection committee provided for in the collective agreement, it shall hire that professor. If not, the placement office shall once again apply the provisions of this paragraph to the professor.

In the case of a professor who is covered by subparagraphs 11 and 13 of the hiring priorities provided for in paragraph a) of clause 5-4.17, the College shall receive the professor concerned and refer him/her to the selection committee provided for in the collective agreement in order to review if the retraining project submitted by the professor will enable him/her to meet the normal requirements of the position; travel expenses shall be payable by the professor's college of origin.

A professor placed on availability in the subject related to the specific training of a single closed program in the college's zone, who is covered by paragraphs E) and L) of this clause, shall accept the position, but shall not be obliged to fill it until the winter semester.

However, a professor covered by this paragraph to whom the placement office offers a position in another college and for whom, no later than June 26, a full-time teaching load is available for the fall semester in his/her college of origin shall not fill that position until the winter semester. His/her availability status may also be cancelled if the college can apply clause 5-4.06 prior to December 10, in his/her case.

Moreover, a professor covered by this paragraph to whom the placement office offers a position after publication of the third (3rd) list shall accept it, but shall not be obliged to fill the position until the following semester. During this period, he/she shall maintain his/her employment relationship with the college that placed him/her on availability and his/her salary protection in accordance with paragraph I) of this

clause. He/she shall accept any assignment that a professor on availability, but not yet relocated, must accept.

Unless he/she is already assured of a teaching load in his/her college at least equivalent to his/her salary protection, a professor who has not yet been relocated shall accept an annual full-time substitution teaching load in a college in his/her college's zone. However, when a tenured professor on the placement office's list is assigned to such duties in another college, his/her name remains on the placement office's list and he/she shall return to his/her original college at the end of the teaching year.

Subject to the first subparagraph of this paragraph, a professor shall never be required to accept a position in a zone other than that of the college in which he/she was teaching at the time that he/she was placed on availability. If a professor accepts a position in a college in another zone, he/she shall not be required to accept a position outside this new zone, subject to the first subparagraph of this paragraph.

In the case of priority provided for in subparagraphs 2, 4, 5, 10 to 13 of paragraph a) of clause 5-4.17, where several professors placed on availability benefit from the same hiring priority, the professor with the most seniority shall be obliged to accept the position.

In the case of the other priorities provided for in paragraphs a) and b) of clause 5-4.17, where several professors placed on availability benefit from the same hiring priority, only the professor with the least seniority shall be obliged to accept the annual substitute teaching load or the position offered.

- G) A professor who is relocated in accordance with the provisions of this clause shall transfer all his/her rights when he/she moves to his/her new college, to the extent that these rights are compatible with the provisions of the collective agreement in force at the college that hires him/her. Moreover, he/she shall be considered to have resigned from his/her former college, at the expiry of the five (5) days pertaining to a professor's right to return, as provided for in the first subparagraph of paragraph A) of this clause.

- H) A professor who refuses a position or an annual full-time substitute teaching load that satisfies the conditions of paragraph F) of this clause shall have his/her name stricken from the list of professors benefiting from job security. He/she shall be deemed to have resigned from the college. The same rule shall apply if the professor does not contact the college within seven (7) days of receiving the notice provided for in paragraph F) of this clause. However, the College shall consider any circumstances that might justify non-compliance with these deadlines. Nevertheless, the professor shall retain the right to file a grievance until the deadlines provided for in clause 9-1.03 have expired.

In addition, the provisions of this paragraph shall not apply to professors covered by paragraph E) of this clause who have been laid off from the subject related to the specific training of a single closed program in the same zone as the College if he/she notifies the College and the placement office in writing within seven (7) days following receipt of the notice provided for in paragraph F) of this clause, that he/she waives his/her salary protection until he/she accepts an available position offered by the placement office. In this case:

- a) the teacher shall not longer be entitled to salary protection as of:
- the beginning of the contract year for a position offered on the first (1st) or second (2nd) list;
- or
- October 15 for a position offered on the third (3rd) list;
- b) as of the date on which salary protection ceases to be paid, the professor shall be deemed to be on leave without pay. Subject to clause 5-5.19 and in accordance with the provisions of clause 5-5.01, the professor shall continue to participate in the basic health insurance plan if he/she pays all premiums. However, to continue to be entitled to the benefits of the other group insurance plans and other group plans such as the pension plan, the professor shall assume the full cost in accordance with the master policies or pension plans. The professor shall continue to accumulate seniority and shall have his/her relevant experience recognized under article 6-2.00;
- c) he/she may make a choice in accordance with paragraph D) of this clause and the placement office may only offer him/her a position if it corresponds to such choice; if no choice is expressed, the placement office shall not offer the professor a position.

- I) A professor placed on availability for whom neither the College nor the placement office has found an available position at the end of the contract year during which he/she was notified of his/her placement on availability shall retain his/her employment relationship with the College and all his/her rights to relocation until he/she has been relocated.

However, subject to a professor waiving his/her salary protection under paragraph H) of this clause, during the contract year following the year he/she received a notice placing him/her on availability and as long as he/she has not been relocated to an available position, the professor shall receive a salary equal to eighty per cent (80%) of the salary determined by his/her years of schooling and experience. For a professor placed on availability upon retirement without actuarial reduction, he/she shall receive a salary equal to sixty per cent (60%) of the salary determined by his/her years of schooling and experience.

If a professor has not been relocated or assigned to annual full-time substitute duties, he/she shall accept teaching duties in his/her college, failing which he/she shall have his/her name stricken from the list of professors benefiting from job security and he/she shall be deemed to have resigned. However, such professor shall not be required to accept a teaching load superior to that corresponding to his/her guaranteed salary protection prorated to an individual teaching load of eighty (80) credits.

Notwithstanding the preceding paragraphs, a professor who accepts a teaching load justifying, through the application of some other relevant provision of the collective agreement, a salary superior to that which he/she is entitled as set out above, shall receive the salary to which he/she is entitled in accordance with article 6-1.00, adjusted in due proportion to his/her actual individual teaching load as compared with an individual teaching load of eighty (80) credits.

A professor shall accept teaching duties made up of summer courses up to June 24, at the latest; for purposes of calculating the professor's individual teaching load, these courses shall be considered part of the winter semester and that professor shall be bound to give these courses in their entirety; should part of these summer courses coincide with his/her summer vacation, the professor shall be remunerated in accordance with clause 6-1.7.

- J) Unless a professor placed on availability and not relocated elsewhere is already handling a teaching load equivalent to his/her guaranteed salary protection prorated to an individual teaching load of eighty (80) credits, the College may assign him/her, up to the equivalent of the above teaching load, to one or more of the following activities provided for in paragraph b) of clause 8-3.01 for which he/she is qualified, without requiring his/her consent: participation, at the local level, in program development, implementation or evaluation; research related to teaching; pedagogical innovation, general academic guidance of students; activities in a technology transfer centre; or participation in institutional development related to the regular program. The corresponding individual teaching load, for any given semester, shall be calculated in accordance with the provisions of Appendix VIII-1.

Prior to assigning such activities to a professor, unless teaching duties are involved, the College and the Union shall have three (3) weeks to come to an agreement on any project for the use of available teachers proposed by the College or a department. If there is no agreement once this deadline has expired, the College may proceed with the professor's assignment to the activities referred to in the preceding paragraph.

In such a case, the professor shall be notified five (5) working days prior to the date of his/her assignment. The professor shall accept these activities, failing which he/she shall have his/her name stricken from the list of professors benefiting from job security and he/she shall be deemed to have resigned.

Should it become necessary to assign a teaching load in accordance with the provisions of paragraph I) after being assigned under the preceding paragraph, the professor shall accept the assignment but shall only be required to fill it five (5) working days after being so informed by the College.

- K) Moreover, a professor on availability may express a preference for intrasectorial relocation and benefit from the provisions of clause 5-4.24.
- L) In the case of a single closed program in the College's zone, no later than June 1 of the contract year during which the program is closed, a professor of the subject related to the specific training of the program who is placed on availability or who has already been placed on availability and remains on availability shall be notified once, in writing, that the program is closed. Similarly, a professor who is placed on availability during the following contract years shall be so notified.

No later than six (6) months following the date he/she is notified under the preceding paragraph, the professor may, if he/she so desires, choose one of the following measures:

1. Upon written request and provided he/she resigns, payment of a severance package equal to one (1) month's salary (based on his/her education and experience) for each year of service at the College as a professor up to a maximum of twelve (12) months' salary. The amount of the indemnity shall be calculated as of the beginning of the contract year following the notice provided for in the first subparagraph of this paragraph.
2. Retraining for a reserved position in accordance with clause 5-4.20.
3. Preretirement leave in accordance with the terms and conditions of clause 5-4.15, granted if he/she is eligible for retirement or early retirement at the end of the leave under one of the retirement plans in effect in the public and parapublic sectors. The leave shall begin as of the beginning of the contract year following the notice provided for in the first subparagraph of this paragraph.

The professor shall make a choice only once during the period provided for in the second subparagraph of this paragraph and his/her decision to avail himself/herself of a measure shall be final.

5-4.08

A full-time non-tenured professor shall benefit from the following provisions beginning April 1 of the contract year and ending at the end of the second (2nd) contract year following the termination of his/her final contract:

- a) his/her name shall be registered with the placement office no later than May 31 of each year during which he/she has employment priority. A list of all registered professors shall be sent to every college and union by the placement office;
- b) he/she shall be provided with the necessary application form by his/her college, in order that he/she may benefit from the priority provided for in subparagraphs 9 and 14 of paragraph a) of clause 5-4.17;
- c) the professor shall apply in writing to the colleges concerned for the positions and teaching duties of his/her choice within seven (7) days following the publication of a list.

5-4.09

Each college shall:

- a) send the placement office, no later than May 31, the names of full-time non-tenured professors, as well as any information requested by the placement office;
- b) send the placement office, no later than May 31, the names of professors placed on availability, as well as any information requested by the placement office;
- c) send the placement office, no later than May 31, the list of all teaching positions available on that date for the next teaching year.

The same procedure shall apply until September 30 each time the College creates a position;

- d) send the placement office, no later than May 31, the list of annual full-time substitute teaching loads available on that date for the next teaching year.

From that point on, and until August 5, the same procedure shall apply each time the College fills such a teaching load;

- e) inform the placement office of the acceptance of a position or of an annual full-time substitute teaching load or of a full-time teaching load in adult education by a professor from the College registered with the placement office, as well as the acceptance or refusal of a professor referred to the College by the placement office;

- f) inform the placement office of the cancellation of a professor's placement on availability or of the case where a professor has a teaching load at least equivalent to his/her salary protection.

5-4.10

Starting on June 27, the College may begin to fill available positions and annual full-time substitute teaching loads for the next teaching year, in accordance with the hiring process provided for in the collective agreement, subject to the provisions of this article.

However, beginning June 20, the College may fill an available position or an annual full-time substitute teaching load if the College has received prior confirmation from the placement office to the effect that there are no professors on availability qualified to fill that position or annual full-time substitute teaching load.

The College may only hire professors to fill available positions and annual full-time substitute teaching loads if these positions or teaching loads are registered at the placement office.

5-4.11 Placement office

The placement office is an employer-operated service which performs the operations required for the relocation of professors within the college network in accordance with this article.

In particular, it performs the following functions:

- a) It draws up the lists and collects the information necessary for the application of this article.
- b) It forwards the lists provided for in subparagraphs 1) and 2) of paragraphs B) and C) of clause 5-4.07 to the professors on availability concerned. It forwards the lists and the information collected as provided for in this article to the Union, the FEC (CSQ), the colleges, the Fédération des cégeps and the Ministère. It also forwards the results of all relocation operations no later than November 15 to the professor on availability concerned as well as to the above-mentioned bodies; this report shall contain the choices, refusals and relocations of the professors on availability concerned.
- c) For the purposes of relocating professors who have been placed on availability, it verifies and, if necessary, corrects their seniority for purposes of job security, making sure that the calculation of a professor's recognized seniority is in accordance with the rules in effect at the time said seniority was acquired.
- d) In addition, and for the same purposes, in the case of subjects with several specializations, it establishes the specializations within a subject that a professor whose name is registered on the list is capable of teaching.
- e) It forwards the results of its verifications of seniority for purposes of job security, the corrections made and the establishment of new specializations within a subject to

the joint placement committee. The joint committee examines the proposed solutions. If there is no agreement, the president makes a final decision, which may not be appealed.

5-4.12

The provincial parties agree to set up a joint placement committee made up of representatives of the FEC (CSQ), the Ministère, the Fédération des cégeps and the FNEEQ (CSN), should this union federation so desire.

The parties represented on the committee shall agree on the choice of a president within ninety (90) days after this collective agreement comes into effect. If no agreement can be reached within the prescribed deadline, the president shall be appointed by the Minister of Labour.

In the event that the president resigns or is incapacitated, the parties shall agree on a replacement within thirty (30) days. If no agreement can be reached within the prescribed deadline, the replacement shall be appointed by the Minister of Labour.

The joint placement committee shall meet at the request of any party represented on the committee.

The joint committee shall determine its own rules. It shall obtain from the placement office any information it deems appropriate. The person responsible for the placement office may attend the meetings of the joint committee but shall not be a member and shall not be entitled to vote.

The salaries of the representatives on the joint committee shall be paid by their employers. Each of the parties shall defray travel and accommodation expenses incurred by its representatives.

The mandate of the joint committee shall be to:

- a) watch over the interests of the provincial parties in matters concerning the placement of personnel;
- b) advise the placement office concerning the execution of its mandate;
- c) follow up on employability and employment termination measures provided for in clause 5-4.23, review application issues and make recommendations;
- d) to carry out the operations for which it is responsible under clauses 5-4.20 and 5-4.21, as well as clause 5-4.25 of Appendix X-1.

5-4.13 Moving expenses

A professor who has been placed on availability and who has to move as a result of the application of the rules listed in clause 5-4.07 of this agreement shall be entitled to moving expenses as provided for in Appendix V-6, with the exception of professors relocated under subparagraphs 5, 6 (subparagraph 3), and 12 and 13 of paragraph a) of

clause 5-4.17, who shall exercise their right to return in accordance with paragraph A) of clause 5-4.07 .

Such reimbursement shall only be possible if the new college is located outside the zone of the professor's college of origin. However, after studying the case, the College may authorize the reimbursement of moving expenses for a relocation to a college in the same zone.

5-4.14 Special provision

For the purpose of applying existing retirement plans, each year in which a professor is on availability shall be equal to one (1) year of service.

5-4.15 Preretirement leave

In order to annul or to avoid placing a professor on availability, one (1) year prior to his/her projected date of retirement, the College may grant a preretirement leave to a professor who so requests guaranteeing him/her the full salary he/she would receive if he/she remained employed by the College, without having to assume any teaching duties. This preretirement year shall be counted as a year of service for the purposes of the pension plan. This clause shall not be prejudicial to a professor who is already benefiting from preretirement leave.

5-4.16

- a) A non-tenured professor who has taken a leave related to parental rights may signify his/her job priority for teaching duties.
- b) A non-tenured professor who is disabled may signify his/her job priority for teaching duties.

During his/her disability, this workload shall be held for him/her until he/she is able to come back to work. However, his/her salary insurance benefits shall be paid and the seniority associated with the teaching load shall be recognized as if the professor was holding it in accordance with paragraph i) of clause 5-3.04.

- c) For any given year, a professor in the College's employ may exercise his/her job priority provided for in clause 5-4.17 until he/she obtains a full workload in the regular program.

The preceding paragraph shall not have the effect of requiring the College to assign a professor more than fifty-five (55) credits during a given semester.

- d) When a professor benefits from more than one job priority, he/she may use the most favourable priority available to him/her.

5-4.17

a) Hiring Priorities for Teaching Positions

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

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

If several professors have equal priority for the same position in the same subject, the College shall hire, without going through the selection committee as provided for in the collective agreement, the professor who has the most seniority for the purposes of job security and, seniority being equal, the professor who has the most experience and, experience being equal, the professor who has the most schooling.

Seniority shall be calculated as follows:

- i. for a professor holding a fixed-term contract, seniority shall be calculated on the basis of the current contract, until its expiry;
- ii. for a professor holding an open-ended contract, seniority shall be calculated at the time when the notice provided for in clause 5-1.12 and is sent to the Union;
- iii. for a professor affected by the opening of a position as of September 30th, seniority shall be calculated at the end of the previous year of employment.

In cases where seniority for the purposes of job security, experience and schooling are identical, the placement office shall forward the professors' files to the College concerned so that a selection can be made by the selection committee provided for in the collective agreement.

Seniority to which a professor is entitled for temporary substitute teaching shall be accrued only once a year, that is, at the time when the official seniority list is established. However, in order to establish the order of priority for the following year of employment, seniority for temporary substitute teaching shall be calculated at the time when the notice provided for in clause 5-1.12 is sent to the Union.

An equal access to employment program, as established in accordance with the provisions of article 2-4.00, may modify or replace seniority, experience and schooling in the application of priorities 6 (subparagraph 4), 7 to 9, 14 to 15, and 17 to 19.

In the event that a change in subject is involved, the provisions of subparagraph 2 of paragraph F) of clause 5-4.07 shall apply.

The hiring sequence shall be as follows:

1. a professor from the College covered by paragraph A) or I) of clause 5-4.07 for a teaching position in his/her subject;

or

a professor from the College covered by subparagraph 2 of paragraph 2 below for a teaching position in his/her original subject, for the two (2) years following his/her change in subject, provided that, during the preceding month of April, he/she informed the College in writing of his/her intention to return to his/her former subject;

2. a professor from the College covered by subparagraph A) or I) of clause 5-4.07 for a position in another subject;

or

a tenured professor in the subject where a professor has been placed on availability, provided he/she forwarded a notice to the College in accordance with clause 5-1.11;

3. a tenured professor for whom the College reserves a position in accordance with paragraph D) of clause 5-4.20;
4. a professor placed on availability from another college in the same zone, who indicates his/her 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 his/her subject;
5. a professor placed on availability from another college in another zone, who indicates his/her 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 his/her subject;
6. a professor 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 his/her subject;

or

a professor 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 his/her subject;

or

a professor 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 his/her subject;

or

a non-tenured professor with at least nine (9) years of seniority, for the period ending the third (3rd) year immediately following the termination of his/her last contract in the same subject as that of the available teaching position, provided he/she applies in writing in accordance with clause 5-1.11 for a teaching position in his/her subject;¹

7. a non-tenured full-time professor in the College with less than nine (9) years of seniority for the period ending with the third (3rd) year immediately following the year during which he/she held a teaching position in the same subject as that of the available teaching position, provided he/she applies in writing in accordance with clause 5-1.11;¹
8. a non-tenured full-time professor at the College, for a position in another subject, for as long as he/she is registered with the placement office, provided he/she applies in writing in accordance with clause 5-1.11;
9. a non-tenured full-time professor from another college, for as long as he/she is registered with the placement office, for a position in the subject indicated in his/her full-time contract, provided he/she applies within the time limit provided for in the collective agreement using the form appearing in Appendix V-7;
10. a professor placed on availability from another college in the same zone who indicates his/her 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;
11. a professor 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 his/her

¹ The period of three (3) years shall be extended to five (5) years for the cases provided for in clause 5-4.20.

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 professor placed on availability from a college in another zone who indicates his/her 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 professor 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 his/her 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 professor from another college, for as long as he/she is registered with the placement office, for a position in another subject, provided he/she 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 he/she 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 professor at the College, for a position in another subject, provided he/she applies in writing in accordance with clause 5-1.12;
17. an administrator who has already been a tenured professor at the College, for each of the three (3) years following the year of his/her appointment as an administrator, provided he/she 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;

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 professor in the order of priority set out in this paragraph.

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

If several professors have equal priority for the same duties in the same subject, the College shall hire, without going through the selection committee as provided for in the collective agreement, the professor who has the most seniority for the purposes of job security and, seniority being equal, the professor who has the most experience and, experience being equal, the professor who has the most schooling.

However, for the sole purpose of determining job priority for the winter semester, a professor may not be recognized as having accumulated more than zero point five (0.5) FTEs in the fall semester (or its equivalent in the continuing education sector for the period from August 1 to the beginning of the winter semester as set in the school calendar).

Seniority shall be calculated as follows:

- i. for a professor holding a fixed-term contract, seniority shall be calculated on the basis of the current contract, until its expiry;
- ii. for a professor holding an open-ended contract, seniority shall be calculated at the time when the notice provided for in clause 5-1.12 is sent to the Union.

In cases where seniority for the purposes of job security, experience and schooling are identical, the placement office shall forward the professors' files to the College concerned so that a selection can be made by the selection committee provided for in the collective agreement.

Seniority to a professor is entitled for temporary substitute teaching shall be accrued only once a year, that is, at the time when the official seniority list is established. However, in order to establish the order of priority for the following year of employment, seniority for temporary substitute teaching shall be calculated at the time when the notice provided for in clause 5-1.12 is sent to the Union

An equal access to employment program, as established in accordance with the provisions of article 2-4.00, may modify or replace seniority, experience and schooling in the application of priorities 3, 5 and 7 to 13.

In the event that a change in subject is involved, the provisions of subparagraph 2 of paragraph F) of clause 5-4.07 shall apply, with the necessary modifications.

The hiring sequence shall be as follows:

1. a professor from the College covered by paragraph I) of clause 5-4.07 for teaching duties in his/her subject, subject to pedagogical constraints;
2. a professor from the College covered by paragraph I) of clause 5-4.07 for teaching duties in another subject;
3. a non-tenured professor at the College with at least eight (8) years of seniority, for the period ending the third (3rd) year immediately following the year in which he/she held teaching duties in the same subject as that of the available teaching duties, provided he/she applies in writing in accordance with clause 5-1.11;¹
4. a tenured professor in another subject in which there is a professor on availability for teaching duties in another subject, provided he/she applies in writing in accordance with clause 5-1.12;
5. a professor receiving a salary under paragraph A) of clause 5-4.22, for teaching duties in his/her subject, subject to pedagogical constraints;

or

- a part-time professor in a subject in which there is a professor receiving a salary under paragraph A) of clause 5-4.22, for teaching duties in his/her subject;
6. a professor placed on availability from another college in the same zone who is referred to the College by the placement office, for teaching duties in his/her subject, subject to pedagogical constraints;

¹ The period of three (3) years shall be extended to five (5) years for the cases provided for in clause 5-4.20.

7. a non-tenured full-time professor from the College, for the period ending with the third (3rd) year immediately following the year during which he/she held full-time teaching duties in the same subject as that of the available teaching duties, provided he/she applies in writing in accordance with clause 5-1.11;¹

or

a part-time professor 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 (3rd) year immediately following the year during which he/she held teaching duties in the same subject as that of the available teaching duties comprising seventy-two (72) credits or more, provided he/she applies in writing in accordance with clause 5-1.11;¹

8. a non-tenured professor 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 (3rd) year immediately following the termination of his/her last contract in the same subject as that of the available teaching duties, provided he/she applies in writing in accordance with clause 5-1.11;¹
9. a part-time professor 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 (3rd) year immediately following the termination of his/her last contract in the same subject as that of the available teaching duties, provided he/she applies in writing in accordance with clause 5-1.11;¹
10. a professor 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 professor at the College, for teaching duties in another subject, for as long as he/she is registered with the placement office, provided he/she applies in writing in accordance with clause 5-1.11;
13. a non-tenured full-time professor from another college in the same zone, for the year following the termination of his/her last contract, for teaching duties in his/her subject, provided he/she applies in writing in accordance with clause 5-1.12 and that the selection committee provided for in the collective agreement recommends him/her.

¹ The period of three (3) years shall be extended to five (5) years for the cases provided for in clause 5-4.20.

Professors 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.

c) Other Teaching Applications

Afterwards, without limiting the scope of application of paragraphs a) and b) of this clause, before hiring any other professor for a position or teaching load in the regular program, the College shall consider the following applications which must be submitted in writing in accordance with clause 5-1.12:

- an hourly paid professor from the College who has not yet accumulated three (3) years' seniority for purposes of job security;
- a professor employed by the College who wishes to change subject;
- a professor from another College;
- a professor covered by paragraph a) or b) of this clause, after all his/her priorities have expired.

5-4.18

For the purposes of this article, if the College has to assign a full teaching load in a given subject, it shall refrain from splitting said teaching load, subject to difficulties of a pedagogical nature.

However, at the request of a non-tenured professor with a teaching load of less than zero point five (0.5) FTEs at another college, the College shall split a teaching load before the beginning of classes in order to improve the professor's employment situation. However, full-time duties for one (1) semester (0.5 FTE) and a full-time load may not be split.

During the semester, the College shall split full-time duties for one (1) semester or a part-time teaching load when this makes it possible to add teaching load(s) to those previously assigned to a professor employed by the College.

5-4.19

A professional or support employee on availability and appointed to a teaching position shall become a tenured professor and he/she shall maintain his/her bank of days of sick leave without cash surrender value. His/her salary shall be determined in accordance with article 6-1.00.

5-4.20 Retraining for a reserved position¹

- A) The retraining program provided for in this clause shall be available to professors placed on availability, as well as to tenured professors who have not been placed on availability, provided that the retraining cancels another professor's placement on availability or avoids another professor's being placed on availability.

¹ For the following colleges: Gaspésie et des Îles, Rimouski, Rivière-du-Loup and Sorel-Tracy, clause 5-4.20 shall be replaced with clause 5-4.20 of Appendix X-1.

A tenured professor not placed on availability may ask to exchange his/her position with a professor placed on availability who has the most seniority in the subject of the position, or seniority being equal, with the one who has the most experience, or experience being equal, with the one who has the most years of schooling. This substitution shall take effect no later than June 15 of the contract year where the retraining is granted, and the professor who requested the substitution is then deemed to have received his/her notice of placement on availability provided for in clause 5-4.06 as of this date.

If more than one tenured professor not placed on availability makes a request, the College shall accept the substitution request from the one who has the most seniority or, seniority being equal, with the one who has the most experience, or experience being equal, with the one who has the most years of schooling.

- B) The retraining of a professor on availability shall enable him/her to acquire the necessary qualifications to teach a subject other than his/her own under paragraph d) of clause 5-4.11, or a subject other than the one for which he/she was hired or the one he/she was teaching during the year he/she was placed on availability.

The retraining of a professor who is not placed on availability and who requested a substitution shall enable him/her to acquire the necessary qualifications to teach a subject other than his/her own under paragraph d) of clause 5-4.11, or a subject other than the one for which he/she was hired or the one he/she was teaching during the year when retraining was granted.

- C) Four (4) FTEs shall be allocated annually for retraining purposes. For the purposes of applying this clause, each professor whose retraining has begun shall count for zero point five (0.50) FTE per semester

Resources that are not used in a given year shall be transferred to the following year and added to the resources provided for in the preceding paragraph.

For a given year, the remaining four (4) FTEs provided for in the first subparagraph of the present paragraph shall be available to professors requesting a leave under the terms of article 7-6.00 in order to obtain a diploma giving access to step 18 of the single scale in Appendix VI-1.

Furthermore, the Ministère may add resources to increase the number of retraining. However, such additional resources and associated retraining shall not be counted in the four (4) full-time professors or the equivalent and shall not be transferable to the following year.

- D) After an agreement is reached between the College and a professor on a retraining project, the College shall send the project for the professor for whom the College intends to reserve a teaching position to the selection committee for the subject where a position is to be reserved.

Each project shall list the specific objectives of the project as a whole and also for each stage and clearly indicate the time required.

No later than May 15, the College shall send to the Joint Placement Committee the projects it wishes to recommend, as well as all the documentation the Committee requires.

The Parity Committee on Placement shall notify the College of its decision no later than June 15. As of June 15, the College shall reserve a position for a professor placed on availability after being notified by the Parity Committee on Placement that the retraining has been granted to the professor concerned.

The granting of the retraining is conditional on the position being reserved for the professor concerned. However, in the case of a professor covered by paragraph L) of clause 5-4.07, the position reserved shall be deferred no later than the end of the retraining period if the College is notified of a retirement-related resignation, effective no later than the end of the training period, at the time of the request for retraining.

Once the College has reserved a teaching position under the conditions stated in this clause, this position shall not be available during the whole retraining period and shall be withheld from the relocation procedures provided for in this article. The position thus reserved shall be deemed to be an annual substitute teaching load or, in the case of retraining lasting only one (1) semester, a full-time teaching load of one (1) semester, except in the case of a deferred reserved position.

Retraining may be extended on the condition that the previous year's retraining program has been successfully completed.

The success of a retraining program, based on the specific annual or term objectives, as the case may be, mentioned in the project shall be the sole responsibility of the College.

- E) Retraining may be granted for one (1) to eight (8) semesters.

When a professor is absent for reasons of disability, or of provisions related to parental rights or family reasons, he/she may interrupt his/her retraining for the period he/she is absent without exceeding the maximum period of two (2) years.

- F) Insofar as a retraining program is successful, the new subject shall be added to the professor's contract, for purposes of applying the collective agreement, and the professor shall be assigned to the reserved position provided the position still exists.

Further, upon his/her return, the professor must hold his/her reserved position for a period equal to the duration of the retraining, failing which the professor shall reimburse, upon his/her departure, an amount calculated as follows:

- twenty per cent (20%) of his/her salary for each semester he/she was in retraining minus twenty per cent (20%) of the salary received for the period during which he/she held the reserved position up to the date of departure.

In the case where the teaching position no longer exists, a professor who has successfully completed his/her retraining remains on availability and the new subject is added to his/her contract.

If the retraining program is not successful or if it is interrupted for reasons other than those listed in paragraph E) of this clause, the professor benefiting from a retraining shall remain on availability. He/she shall be considered as having had no retraining whatsoever; he/she shall not be assigned to the reserved position, and will be required to reimburse, upon his/her return, twenty per cent (20%) of the salary received for each semester where he/she was in retraining, except for the first two semesters.

If a professor cannot resume retraining following the maximum period of two (2) years provided for in paragraph E) of this clause, the retraining shall end and the professor shall remain on availability. He/she shall be considered as having had no retraining whatsoever, he/she shall not be assigned to the reserved position and he/she shall not be required to refund the salary received.

If the position is not assigned as expected, it shall cease to be a reserved position and the replacement professor holding the position shall be considered as having held a position or a full-time teaching load of one (1) semester, as the case may be, for the duration of the retraining program but allowing no retroactive granting of tenure.

- G) While on retraining, the professor shall receive a full yearly salary and shall benefit from all rights and privileges to which he/she is entitled during a teaching year.

A professor placed on availability who benefits from a retraining program shall be exempt from relocation for the duration of his/her retraining.

Unless the parties reach an agreement relating to professional development, all expenses related to a retraining program shall be paid by the professor.

- H) In a college where a position has been reserved, non-tenured professors in the subject in which the professor has been granted retraining or in the subject where a position has been reserved shall have their period of hiring priority increased from three (3) to five (5) years.

- I) The Joint Placement Committee grants retraining requests in the following order:
 - 1. Retraining requests for a duration of one (1) semester or one (1) year;
 - 2. Retraining requests for a duration of three (3) semesters or two (2) years;
 - 3. Retraining requests for a duration of five (5) semesters or three (3) years;
 - 4. Retraining requests for a duration of seven (7) semesters or four (4) years.
- J) In the case where the Joint Placement Committee must choose between the projects set out in subparagraphs 1, 2, 3 or 4 of the previous paragraph, it proceeds in the following order:
 - 1. the project of a professor who is specializing in a subject where women are under-represented and whose request is recommended by the College as part of an equal access to employment program;
 - 2. the project of a professor placed on availability due to a closing, suspension or change of program in his/her college;
 - 3. the project of a professor placed on availability for two (2) years or more;
 - 4. the project of a professor placed on availability and who is from a subject where there is a large number of professors placed on availability.
- K) The Joint Placement Committee yearly sets out the administrative rules pertaining to retraining.

5-4.21 Retraining for a reserved position in another college

- A) The granting of retraining for a reserved position in another college, in accordance with article 5-4.23, shall be available to professors placed on availability, as well as to tenured professors who have not been placed on availability, provided that the retraining cancels another professor's placement on availability or avoids another professor's being placed on availability.

A tenured professor not placed on availability may ask to exchange his/her position with a professor placed on availability who has the most seniority in the subject of the position, or seniority being equal, with the one who has the most experience, or experience being equal, with the one who has the most years of schooling. This substitution shall take effect no later than June 27.

If the retraining for a reserved position in another college is granted, the tenured professor not placed on availability is then deemed to have received his/her notice of placement on availability provided for in clause 5-4.06 no later than June 27 of the contract year during which the substitution request was made.

This substitution shall take effect on the first (1st) day of the contract year where the position is reserved.

If more than one tenured professor not placed on availability makes a request, the College shall accept the substitution request from the one who has the most seniority or, seniority being equal, with the one who has the most experience, or experience being equal, with the one who has the most years of schooling.

- B) The retraining of a professor on availability shall enable him/her to acquire the necessary qualifications to teach a subject other than his/her own under paragraph d) of clause 5-4.11, or a subject other than the one for which he/she was hired or the one he/she was teaching during the year he/she was placed on availability.

The retraining of a professor who is not placed on availability and who requested a substitution shall enable him/her to acquire the necessary qualifications to teach a subject other than his/her own under paragraph d) of clause 5-4.11, or a subject other than the one for which he/she was hired or the one he/she was teaching during the year when retraining was made.

- C) For any given year, the total number of professors in retraining as per this clause is allocated by the Ministère.
- D) A professor who wishes to be granted, on a voluntary basis, a reserved position in another college shall submit to the College, in writing, a retraining project stating the targeted objectives both for the overall project and for each year, in addition to clearly specifying the duration of the project. Subsequently, no later than May 15, the College provides the Joint Placement Committee with the retraining project submitted by the professor, who shall commit to selecting positions based in accordance with the terms and conditions provided for in paragraph D) of clause 5-4.07.
- E) When a selected position by the professor is available in another college, the placement office sends this college the professor's retraining project, and the terms of paragraph F) of clause 5-4.07 apply.
- F) When the seven (7)-day deadline provided for in paragraph F) of clause 5-4.07 has expired, a college may reserve a position for a professor from another college, provided he/she meets the conditions of subparagraph 2 of paragraph F) of clause 5-4.07.
- G) Retraining may be granted for one (1) to eight (8) semesters.

When a professor is absent for reasons of disability, or because of provisions related to parental rights or family reasons, he/she may interrupt his/her retraining for the period he/she is absent without exceeding the maximum period of two (2) years.

The professor shall inform the College having granted him/her a reserved position of any situation resulting in a suspension mentioned in this paragraph.

- H) For the duration of his/her retraining, the professor relocated to a reserved position in another college is considered to be employed by his/her college of origin. He/she receives a full annual salary shall maintain the rights and benefits to which he/she is entitled during the teaching year. He/she shall be exempt from relocation for the duration of his/her retraining.
- I) For the duration of the retraining, the College having granted a reserved position monitors the success of the retraining based on the semi-annual or annual objectives, as the case may be, identified in the project. The continuation of the retraining is conditional to the success of the previous year's retraining. The College having granted a reserved position informs the College of origin of the professor's progress in his/her retraining project.
- J) At the end of his/her retraining, insofar as the retraining is successful and if the reserved position in the other college still exists, the professor is then hired by the College having granted the reserved position, and he/she transfers all his/her rights in accordance with the terms and conditions provided for in paragraph G) of clause 5-4.07. In this case, the new subject or the new specialization in the same subject shall be added to the subject(s) already in the professor's contract for the purposes of applying the collective agreement in his/her new college.

Further, upon his/her return, the professor must hold his/her reserved position for a period equal to the duration of the retraining, failing which the professor shall reimburse, upon his/her departure, an amount calculated as follows:

- twenty per cent (20%) of his/her salary for each semester he/she was in retraining minus twenty per cent (20%) of the salary received for the period during which he/she held the reserved position up to the date of departure.

In the case where the reserved position in the other college no longer exists, a professor who has successfully completed his/her retraining remains on availability in his/her college of origin, and the new subject or the new specialization in the same subject shall be added to the subject(s) already in the professor's contract for the purposes of applying the collective agreement in his/her college.

- K) If the retraining program is not successful or if it is interrupted for reasons other than those listed in paragraph G) of this clause, the professor benefiting from a retraining shall remain on availability. He/she shall be considered as having had no retraining whatsoever, he/she shall not be assigned to the reserved position, and will be required to reimburse, upon his/her return, twenty per cent (20%) of the salary received for each semester where he/she was in retraining, except for the first two semesters.

If a professor cannot resume retraining following the maximum period of two (2) years provided for in paragraph G) of this clause, the retraining shall end and the

professor shall remain on availability. He/she shall be considered as having had no retraining whatsoever, he/she shall not be assigned to the reserved position and he/she shall not be required to reimburse the salary received.

If the position is not assigned as expected, it shall cease to be a reserved position and the replacement professor holding the position shall be considered as having held a position or a full-time teaching load of one (1) semester, as the case may be, for the duration of the retraining program but allowing no retroactive granting of tenure.

- L) Once the College has reserved a teaching position under the conditions stated in this clause, this position shall not be available during the whole retraining period and shall be withheld from the relocation procedures provided for in this article. The position thus reserved shall be deemed to be an annual substitute teaching load or, in the case of a retraining lasting only one (1) semester, as a full-time teaching load of one (1) semester.
- M) In the case of a temporary suspension of the retraining in accordance with paragraph G) or the interruption of the retraining in accordance with paragraph K) of this clause, the College having reserved a position shall inform the Joint Placement Committee, along with the next year's retraining projects, of the changes made to the current year's retraining projects.
- N) The Joint Placement Committee grants retraining requests in the following order:
 - 1. retraining requests for a duration of one (1) semester or one (1) year;
 - 2. retraining requests for a duration of three (3) semesters or two (2) years;
 - 3. retraining requests for a duration of five (5) semesters or three (3) years;
 - 4. retraining requests for a duration of seven (7) semesters or four (4) years.

- O) In the case where the Joint Placement Committee must choose between the projects set out in subparagraphs 1, 2, 3 or 4 of the previous paragraph, it proceeds in the following order:
1. the project of a professor who is specializing in a subject where women are under-represented and whose request is recommended by the College as part of an equal access to employment program;
 2. the project of a professor placed on availability due to a closing, suspension or change of program in his/her college;
 3. the project of a professor placed on availability for two (2) years or more;
 4. the project of a professor placed on availability and who is from a subject where there is a large number of professors placed on availability.
- P) The Joint Placement Committee yearly sets out the administrative rules pertaining to retraining.

5-4.22 Income security

- A) A regular professor who has assumed a teaching load of at least 0.5 FTE in the regular teaching program for at least five (5) consecutive years and who does not receive, the following year, a teaching load of at least 0.5 FTE shall receive fifty per cent (50%) of his/her yearly salary, as determined by his/her years of schooling and work experience, as salary protection, during the three (3) contract years following the last year during which he/she assumed a teaching load of at least 0.5 FTE in the regular teaching program.
- B) The professor may, in any given year, withdraw from this salary protection; consequently, he/she shall remain covered only for the other years. During this year, the other working conditions provided for in the collective agreement shall continue to apply to him/her as if he/she had never been covered by any salary protection.
- C) If the professor does not withdraw from this salary protection, he/she accepts the following conditions:
1. he/she shall accept the teaching duties assigned him/her by the College, including, if still necessary, a teaching load including summer courses ending prior to June 24. Should there be encroachment on his/her holiday period, the professor shall be paid in accordance with clause 6-1.07;
 2. he/she shall accept, up to his/her salary protection, all or any teaching-related duties without his/her consent as required under the terms of clause 8-3.01 b).

All teaching duties performed in another college in excess of 0.5 FTE shall reduce the salary protection by the portion exceeding 0.5 FTE.

- D) The professor shall lose all his/her rights to salary protection, if he/she fails to comply with one or the other of the conditions stated previously.

However, the other working conditions provided for in the collective agreement shall continue to apply to him/her as if he/she had never been covered by any salary protection.

- E) This salary protection shall be maintained for a period of three (3) consecutive years if, during one (1) of the three (3) years of the salary protection period, the professor holds, in his/her College, a teaching load in his/her subject in the regular teaching program at least equal to 0.5 FTE.
- F) In order for a professor to again become admissible for the salary protection program once the three (3)-year period has ended or if he/she does not accept the conditions stated in paragraph C) of this clause, the professor shall have to once again assume a teaching load of 0.5 FTE or more in the regular teaching program for five (5) consecutive years.
- G) A professor benefiting from salary protection shall be deemed to be a part-time professor with a contract for 0.5 FTE, subject to the last subparagraph of paragraph C) of this clause.

If the professor's teaching duties are equal to or greater than 0.5 FTE, the professor shall sign a new contract and the preceding paragraph shall not apply.

5-4.23 Employability and termination of employment measures

Referring to the administrative rules set out by the Ministère, the College can offer to a professor placed in availability one or more employability and termination of employment measures. These measures may be as follows:

- a) payment, provided he/she resigns, of a severance package whose amount and duration are set out by the Ministère based on the administrative rules in effect;
- b) granting of a preretirement leave whose duration is set out by the Ministère based on the administrative rules in effect;
- c) granting of a leave without pay, for a maximum duration of five (5) years, during which the professor shall continue to participate in the basic health insurance plan by paying all premiums, in accordance with the terms and conditions provided for in clauses 5-5.01 and 5-5.19. Moreover, in order to continue enjoying the benefits of the other insurance and retirement plans, the professor shall assume the total cost, provided the master policies so permit. Upon his/her return, the professor shall have his/her relevant experience recognized under article 6-2.00 as well as his/her seniority up to a maximum of five (5) years;
- d) granting of a service loan for a maximum duration of five (5) years in accordance with the terms and conditions provided for in article 5-15.00;

- e) granting of retraining for a reserved position in another college in accordance with the terms and conditions provided for in clause 5-4.21;
- f) for a professor placed on availability in the subject related to the specific training of a single closed program in the college's zone and who has no teaching load, granting of a leave equal to one day per week (20%) during a single semester in order to take part in a career change process; in this case, the obligation to accept a teaching load as per paragraph l) of clause 5-4.07 is reduced to sixty per cent (60%) of eighty (80) units and the leave granted is calculated based on Appendix VIII-1 (CLL). Moreover, he/she may get a refund of the professional fees resulting from his/her career change process, in accordance with the administrative rules set out by the Ministère;
- g) reimbursement, from the time of tenure and upon producing supporting vouchers, of a specialized firm's professional fees for seeking employment for the spouse of a professor relocated to a position on a voluntary basis (outside the zone) or retraining for a reserved position in another college (outside the zone). The amount reimbursed is established by the Ministère in accordance with the administrative rules in effect;
- h) payment, from the time of tenure, of a moving allowance which replaces the one provided for in Appendix V-6 for a professor relocated to a position on a voluntary basis (outside of zone) or retraining for a reserved position in another college (outside of zone). The amount of this additional moving allowance is established by the Ministère in accordance with the administrative rules in effect.

In some cases, the employability and termination of employment measures shall be agreed upon by the professor and the College in order to meet the special conditions provided for in the administrative rules set out by the Ministère.

No later than March 31 of each teaching year, the Ministère shall send to all the colleges or campuses the administrative rules in effect for the following teaching year. These rules shall also be forwarded to the FEC (CSQ) and each union.

Employability and termination of employment measures are also available, by substitution, to a tenured professor who is not placed on availability, in the same subject or the same specialization recognized by the placement office in accordance with the following provisions:

- a tenured professor not placed on availability may ask to exchange his/her position with a professor placed on availability who has the most seniority in the subject of the position, or seniority being equal, with the one who has the most experience, or experience being equal, with the one who has the most years of schooling;
- if more than one tenured professor not placed on availability make a request, the College shall accept the substitution request from the one who has the most seniority or, seniority being equal, from the one who has the most experience, or experience being equal, from the one who has the most years of schooling;

- this substitution shall take effect on the date the measure is granted, and the professor who requested the substitution is then deemed to have received his/her notice of placement on availability provided for in clause 5-4.06 as of the date when the measure is granted;
- with the exception of the granting of retraining for a reserved position in another college for which the effective date is provided for in paragraph A) of clause 5-4.21, this substitution takes effect at the effective date of the measure;
- for the measures provided for in paragraphs c), d) and e), these effects shall last for the professor having requested the substitution until he/she obtains another position;
- when the measure requested by a tenured professor not placed on availability is granted, the professor will no longer be able to cancel his/her substitution request;
- if the professor withdraws from the measure granted, he/she shall remain on availability; however, he/she may not assert his/her priority under subparagraphs 4 and 5 of paragraph a) of clause 5-4.17 for the positions available during the contract year following the year where the measure was granted;
- if the measure requested by the tenured professor not placed on availability is not granted, the substitution request shall be cancelled.

The total duration of absences and leaves that may be granted to a professor under this clause shall not exceed five (5) years.

5-4.24 Intrasectorial relocation

- A) Intrasectorial relocation shall apply to professors placed on availability who have expressed a preference for intrasectorial relocation. This choice involves relocation in an available teaching position in the regular program (general education or vocational training) either in the same zone or in another zone.
- B) No later than August 10, the placement office shall send a list of all available positions at the secondary school level to all professors placed on availability, to all colleges and to all unions.
- C) A professor who is still on availability may express his/her preference for relocation to an available position in a school at the secondary level if the position's subject corresponds to that listed on his/her contract, to the subject that he/she was teaching the year during which he/she was placed on availability or to another subject if he/she fills the normal requirements.
- D) All applications for different teaching positions shall be sent to the school boards by the placement office.

- E) A professor placed on availability whose application has been accepted by the school board shall be offered a teaching position by the placement office.
- F) A professor who is thus relocated shall not remain on availability and shall be deemed to have left the College's employ from the moment he/she signs a new employment contract with the school commission.
- G) A professor who is thus relocated shall benefit from a right to return to the college network for a period of two (2) years; to this end, the professor shall be deemed to have been placed on availability by his/her college of origin.

A professor who avails himself/herself of the right to return to a position in the college network shall hold this position starting with the beginning of the following semester.

- H) The professor who is relocated under the terms of this clause shall transfer to his/her new employer all of his/her rights, in particular tenure, to the extent that these rights are compatible with the provisions of the collective agreement in force in his/her new job.
- I) A professor who is accepted for a position located beyond the fifty-kilometre (50-km) zone shall benefit from moving expenses under the terms of Appendix V-6; these expenses shall be assumed by the College.
- J) A professor who has been accepted, while holding teaching duties during the fall semester, may at his/her request, be relocated immediately or the following semester, to a school at the secondary level.
- K) A professor who has been accepted, whose qualifications are not considered sufficient to warrant legal teaching certification may benefit from a twelve (12)-month retraining period in order to legally qualify.

During this period, the professor benefiting from a retraining program shall receive full salary and shall benefit from all rights and privileges to which he/she is entitled to during a teaching year.

This retraining program shall involve thirty (30) credits, at the most.

- L) A professor placed on availability by a school board shall benefit from the priority stipulated for him/her under the terms of clause 5-4.17. In this case, the provisions of subparagraph 2 of paragraph F) of clause 5-4.07 shall apply, with the necessary modifications.
- M) Any unresolved issues shall be referred to the provincial parties.

Article 5-5.00 - Life, Health and Salary Insurance Plans**Section I - General Provisions****5-5.01**

The following professors shall be eligible to participate in life, health and salary insurance plans, as of the effective date of the various plans and until retirement if they pay the total premiums:

- 1) full-time professors;
- 2) part-time professors;
- 3) for the purposes of this clause, a professor on availability and not relocated shall be considered to be full-time;
- 4) professors on leave without pay;
- 5) professors participating in the progressive retirement program.

However, participation in the basic health insurance plan shall be mandatory.

Hourly paid professors shall not be entitled to any death, health or disability benefits.

5-5.02

For the purposes of applying this article, the term "dependent" shall mean the professor's spouse as defined in clause 1-2.08 or dependant child as defined in clause 1-2.10.

5-5.03

The term "disability" means any incapacity resulting from an illness or an accident or resulting directly from a complication during pregnancy or the interruption of pregnancy prior to the twentieth (20th) week before the due date, which requires medical care and which renders the professor totally incapable of performing the usual duties of his/her position or of any similar position with a comparable remuneration offered to him/her by the College.

Disability also refers to any incapacity resulting from an organ or bone marrow donation or hospitalization for an operation, or from an operation performed in a doctor's office for the purposes of family planning.

A professor receiving salary insurance benefits may, upon producing a medical certificate from his/her attending physician, and upon agreement with the College, assume a partial teaching load for a given period as part of a rehabilitation process.

This rehabilitation period shall not result in any extension of benefit payments in excess of the one hundred and four (104) weeks allowed for the same disability.

During this period of rehabilitation, the professor shall receive the gross salary for the work he/she has done as well as the salary insurance benefits calculated in proportion to the period of unemployment. He/she shall be considered totally disabled during this period.

5-5.04

A period of disability means any period of continuous disability or any series of successive periods separated by less than eight (8) working days¹ of actual full-time work or of availability for such full-time work, unless the professor can prove, to the College's or its representative's satisfaction, that a subsequent period of disability is due to an illness or an accident in no way related to the cause of the previous disability.

5-5.05

With the exception of a period of disability resulting from an organ or bone marrow donation, a period of disability resulting from a self-inflicted illness or injury on the part of a professor, from alcoholism or drug addiction, from active participation in any riot, insurrection, or criminal acts or from service in the armed forces shall not be recognized as a period of disability for the purposes of this collective agreement.

Notwithstanding the preceding, in cases of alcoholism or drug addiction, the period of disability during which a professor receives medical treatment or care with a view to his/her rehabilitation, shall be considered a period of disability for the purposes of this collective agreement.

5-5.06

The health insurance plan shall remain in effect after the effective date of this collective agreement if the joint insurance committee provided for in this article decides to maintain it or is unable to complete the modifications necessary for bringing a new plan into effect.

The life, health and salary insurance plans provided for in this article shall become effective on the effective date of this collective agreement, subject to provisions to the contrary.

Section II - Insurance Committee**5-5.07**

The provincial union party shall create an insurance committee responsible for the implementation and application of the basic health insurance plan. It shall be entitled to a total of five (5) working days of leave per year.

5-5.08

The basic health insurance plan shall be financed in its entirety by participants. Should the provincial union party create or maintain one or more complementary plans, the cost of these plans shall be borne entirely by the participants.

¹ Read "thirty-two (32) working days" instead of "eight (8) working days" if the continuous period of disability which precedes the return to work extends beyond three (3) months.

5-5.09

However, the College shall facilitate the implementation and the application of these plans, in particular by deducting the required contributions.

5-5.10

The plans shall be subject to one invoice from a single insurer or a group of insurers acting collectively.

5-5.11

The Committee shall determine the provisions of the basic health insurance plan and, if need be, draw up specifications and obtain one or more group insurance policies covering all participants in the plans.

5-5.12

The policy shall be issued in the name of the provincial union party.

The contract shall include the following stipulations:

- 1) the premium for a period shall be calculated in accordance with the rates applicable to the participant on the first (1st) day of the period;
- 2) no premium shall be payable for a period on the first (1st) day of which the professor is not a participant; also, the premium shall be payable in full for a period during which the professor ceases to be a participant.

5-5.13

The Fédération des cégeps and the Ministère shall be responsible for carrying out the operations required for the implementation and application of the basic health insurance plan; these operations shall be carried out in accordance with the insurance committee's instructions. The Fédération des cégeps and the Ministère shall be entitled to reimbursement of costs incurred as provided for in this article.

5-5.14

Dividends or rebates payable as a result of a favourable experience with the plans shall constitute funds entrusted to the insurance committee to manage as it sees fit. Fees, expenses or disbursements incurred for the implementation and application of the plan shall constitute primary liens against such funds. However, the reimbursable expenses shall not include the College's regular operating expenses.

Section III - Standard Life Insurance Plan**5-5.15**

Full-time professors and part-time professors whose FTE is equal to or greater than seventy per cent (70%) shall benefit, without contribution on his/her part, from a death benefit equal to six thousand four hundred dollars (\$6 400). This amount shall be reduced to three thousand two hundred dollars (\$3 200) for part-time professors whose FTE is less than seventy per cent (70%).

5-5.16

A professor who, at the date of the coming into effect of the collective agreement, is covered by a group plan to which the College contributes and by life insurance of a greater amount than the one provided by the collective agreement, shall continue to be insured in accordance with the provisions of the group plan, for the amount in excess of the one provided for in the collective agreement.

Section IV - Basic Health Insurance Plan

5-5.17

The plan shall cover at least, in accordance with the terms and conditions set by the insurance committee:

- all drugs prescribed by a physician or a dentist and sold by a licensed pharmacist or by a duly authorized physician;
- ambulance service;
- hospitalization and medical expenses not otherwise recoverable when the insured professor is temporarily outside of Canada and his/her condition requires hospitalization.

5-5.18

Health insurance benefits shall be reduced by the benefits payable by virtue of any other public or private, individual or group plan.

5-5.19

Participation in the basic health insurance plan shall be compulsory, but a professor may, by giving prior written notice to the College, refuse or cease to participate in the basic health insurance plan, provided that he/she establishes that he/she and his/her dependents are insured under a group insurance plan affording similar benefits.

A professor who is sixty-five (65) years of age or more and continues to participate in the Régie de l'assurance-maladie du Québec (RAMQ) insurance plan shall remain covered by the compulsory health insurance plan for all benefits not covered by the RAMQ plan, in accordance with the procedures provided for in the preceding paragraph.

5-5.20

A professor who has refused or ceased to participate in the plan may again become eligible for coverage, subject to the following condition:

- he/she shall prove to the insurer's satisfaction that it is no longer possible for him/her to remain covered as a dependant under this health insurance plan or any other plan affording similar benefits.

When he/she makes a request to the insurer within thirty (30) days following the termination of his/her insurance coverage leading to the exemption, the insurance shall take effect at the end of his/her protection. If the request is made after the thirty (30) days following the termination of his/her insurance coverage, the insurance shall take effect on

the first (1st) day of the work period corresponding to a pay period following the date on which the insurer received the request.

In the case of a person who, prior to his/her request, was not covered by this health insurance plan, the insurer shall not be liable for benefit payments which could have been paid by a previous insurer in accordance with an extension or conversion clause or otherwise.

5-5.21

The insurance committee may agree to maintain from year to year for retired employees, plan coverage with appropriate changes, without any contribution on the part of the College.

Any additional contribution that may be payable by professors by virtue of the aforesaid extension to retired professors shall be clearly identified as such.

Section V - Salary Insurance Plan

5-5.22

A professor shall be entitled, for a period of disability during which he/she is absent from work, to:

- 1) up to the lesser of the number of accumulated days of sick leave or five (5) working days: the payment of a benefit equal to the salary he/she would have received had he/she been at work;
- 2) upon termination of the benefit payment provided for in paragraph 1), if applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five per cent (85%) of his/her salary;
- 3) starting from the expiry of the above-mentioned fifty-two (52)-week period and for an additional period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two thirds per cent (66 2/3%) of his/her salary unless he/she wishes to benefit from the provisions of clause 5-5.36;
- 4) upon the expiry of the above-mentioned period of one hundred and four (104) weeks: the use of accumulated days of sick leave, at the professor's discretion, at the rate of one (1) day of sick leave per day.

5-5.23

For the purposes of calculating the benefits provided in clause 5-5.22, the professor's salary shall be the salary he/she would be receiving if he/she were at work, subject to an increase in salary resulting from the granting of an additional year of experience as provided for in clause 6-2.01 e). For the purposes of calculating the payment of benefits provided for in clause 5-5.22, the salary of a professor on availability shall be that which he/she would receive in accordance with clause 5-4.07.

5-5.24

As long as benefits remain payable and during the waiting period, if any, the disabled professor shall continue to participate in his/her retirement plan and to benefit from the insurance plans. However, he/she shall pay the required contributions to his/her retirement plan, except that, upon termination of payments of the benefits provided for in clause 5-5.22 1), he/she shall benefit from a waiver of contributions to his/her retirement plan without losing any of his/her rights. The provisions referring to an exemption from these contributions form an integral part of the provisions of the pension plan and the resultant cost shall be shared as any other benefit would be.

The College may not cancel or refuse to renew the contract of a professor solely because of his/her physical or mental incapacity while he/she is entitled to salary insurance benefits under clause 5-5.22 1), 2) or 3) or clause 5-5.26, then under clause 5-5.22 4). However, the fact that a professor did not avail himself/herself of clause 5-5.22 4) may not prevent the College from cancelling or refusing to renew that professor's contract.

5-5.25

- 1) The benefits paid under clause 5-5.22 shall be reduced by the amount of disability payments made under a federal statute other than the Employment Insurance Act (S.C., 1996, c. 23), or a provincial statute without regard to later increases in the base payment resulting from indexation. The College shall deduct one tenth (1/10th) of a day from the sick leave bank for each day used under paragraph 1) of clause 5-5.22 when the professor receives benefits from the Société de l'assurance-automobile du Québec.

As of the sixty-first (61st) day of disability, a professor deemed eligible for disability benefits under a federal or provincial statute shall, upon written request by the College, accompanied by the appropriate forms, apply for them and comply with the obligations thereby incurred. However, the reduction in benefits prescribed in clause 5-5.24 shall be effective only when the professor is acknowledged to be eligible and actually begins to receive the benefit prescribed by the statute. Where the benefit prescribed by a statute is granted retroactively to the first (1st) day of disability, the professor shall reimburse the College for that portion of the benefit prescribed by clause 5-5.24 that he/she received in excess.

A professor who receives a disability benefit paid under a federal or provincial statute shall immediately inform the College.

- 2) In the case of disability for which benefits are payable under the Quebec Automobile Insurance Plan, the benefit payable by the College shall be established as follows:

The College shall determine the net benefit by deducting from the gross benefit provided for by clause 5-5.22 the deductions required by law (income tax, QPIP, RRQ, Employment Insurance); such net benefit shall be further reduced by the amount of the benefit received from the SAAQ; this balance shall be treated as a gross taxable income from which the College deducts all deductions, contributions and dues required by law or by the collective agreement.

5-5.26

In the case of a disability for which benefits are payable by virtue of the Act respecting industrial accidents and occupational diseases (CQLR, chapter A-3.001), the following provisions shall apply:

- 1) The professor shall receive from the College a benefit equal to one hundred per cent (100%) of the net salary he/she was receiving on the date of the accident, the basic salary being defined in accordance with the terms of clause 5-5.23. The professor shall be entitled to this benefit until such time as the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST) declares the disability to be permanent.
- 2) Notwithstanding the preceding paragraph, should the CNESST render its decision before the end of the periods provided in paragraphs 2) and 3) of clause 5-5.22, the benefit paid by the College for the one hundred and four (104) weeks remaining after the beginning of the disability period shall be in accordance with the provisions of clause 5-5.22 2) or 3), as the case may be.
- 3) As long as a professor is entitled to a benefit by virtue of provisions of the Act respecting industrial accidents and occupational diseases (CQLR, chapter A-3.001), and until the CNESST declares a disability permanent, whether it be total or partial, the professor shall be entitled to his/her salary subject to the following provisions:
 - The College shall determine the net benefit by deducting from his/her net salary the amount of the benefit from CNESST and the amount thus obtained shall be treated as a gross taxable income from which the College shall deduct all deductions, contributions and dues required by law or the collective agreement. The College shall then pay the professor such new income plus the amount of the CNESST benefits. In return, the benefits paid out by the CNESST for such a period shall belong to the College and the professor shall, if necessary, sign appropriate forms.
- 4) During the period in which benefits are paid in accordance with the provisions of paragraph 2) above, these benefits shall be reduced by the initial amount of any basic disability benefits payable under the Régime des rentes du Québec, the Act respecting industrial accidents and occupational diseases (CQLR, chapter A-3.001),

the Quebec automobile insurance plan and the pension or retirement plan, regardless of increases in the basic benefits subsequently arising from indexation.

- 5) The professor's bank of sick leave credits shall not be affected by such an absence and the professor shall be deemed to be receiving salary insurance benefits.

For the purposes of implementing paragraphs 1) and 3) of this clause, the net salary shall be the gross salary reduced by federal and provincial income tax deductions, by contributions to the QPIP, the RRQ, to the Employment Insurance Plan and to the pension plan and, if applicable, by contributions to the insurance plans and union dues.

5-5.27

All benefit payments shall terminate, at the latest, with the payment due for the last week of the month during which the professor retires.

5-5.28

The amount of benefits paid shall be calculated in accordance with the specified percentage at the rate of 1/260th of the salary for each working day in the regular workweek.

5-5.29

Salary insurance benefits shall be payable during a strike or lockout if the period of disability began before the start of the strike or lockout. However, any period of disability beginning during a strike or lockout shall not entitle the disabled professor to benefits until the strike or lockout ends.

5-5.30

Benefits payable as days of sick leave or under the salary insurance plan shall be made directly by the College, subject to the professor providing the supporting documents as required in accordance with clause 5-5.31.

However, no benefit shall be paid by the College as long as the professor has not supplied it with the necessary information or, if applicable, the written authorization so that the College may obtain such information from other parties.

Similarly, the College shall be under no obligation to pay any benefit when the professor neglects to take the necessary steps to obtain benefits payable by a government agency, under the terms of existing legislation.

Finally, when a benefit provided by law is awarded retroactively, the professor shall reimburse the College the amount received.

5-5.31

The College may, at any time, require a professor who is absent because of disability to provide a medical certificate giving the nature and duration of the disability. However, the cost of such a certificate shall be borne by the College if the professor is absent for less than four (4) days. The College may also require an examination of the professor concerned in connection with any absence, in which case the cost of the examination as

well as transportation costs, if the professor has to travel more than forty-five kilometres (45 km) from his/her place of employment, shall be paid by the College. When the professor returns to work, the College may require that he/she undergo a medical examination in order to establish that he/she has recovered sufficiently to return to work, in which case the cost of the examination, as well as transportation costs, if the professor has to travel more than forty-five kilometres (45 km) from his/her place of employment, shall be paid by the College.

Should the opinion of the physician chosen by the College be contrary to that of the physician consulted by the professor, the professor shall have the right to an examination by a third physician chosen jointly by both physicians. The conclusions of this third physician shall be final and the cost of the examination as well as transportation costs, if the professor has to travel more than forty-five kilometres (45 km) from his/her place of employment, shall be paid by the College.

The College shall keep medical certificates or the results of medical examinations confidential.

In all cases, a professor who does not report for the prescribed medical examination, unless for circumstances beyond his/her control, shall reimburse the physician's professional fees.

5-5.32

When benefit payment is withheld because of presumed absence or termination of disability, the professor may appeal the decision using the normal grievance and arbitration procedure.

5-5.33

During the first (1st) year of employment of a full-time or part-time professor, the College shall credit six (6) days of sick leave, except in the case of a professor who is replaced under the job security provisions.

On September 1st of each year, the College shall credit a full-time professor on duty covered by this article with seven (7) days of sick leave.

In the case of a part-time professor, the number of days credited shall be reduced in proportion to his/her full-time equivalent (FTE) calculated in accordance with clause 8-4.08.

In the case of a professor placed on availability, the number of days credited shall be reduced in proportion to the salary actually received as compared with the salary that he/she would receive if he/she had a full workload.

In addition, on June 30, the balance of unused sick leave credits under the second paragraph shall be transferred if the bank of sick leave credits for the previous year is less than or equal to thirteen (13) days. A professor whose balance of leave credits in the bank exceeds thirteen (13) days may not transfer the unused leave. As of June 30, the professor's remaining leave credits in the bank may not exceed twenty (20) days.

Sick leave credits shall not be convertible into cash.

Days may be divided into half-days in accordance with the College's procedures.

5-5.34

If a professor becomes covered by this article in the course of a teaching year, the number of days credited for the year involved as per clause 5-5.33 second (2nd) paragraph shall be reduced in proportion to the number of full months of service for which he/she has been available under the terms of his/her contract.

Also, if a professor leaves his/her job in the course of a teaching year, or if he/she has not been available for a part of the year, the number of days credited to him/her as per clause 5-5.33 second (2nd) paragraph shall be reduced in proportion to the number of full months of service for which he/she has been available under the terms of his/her contract.

For the purposes of implementing this clause, leaves provided for in clauses 5-6.08, 5-6.11, 5-6.23 and 5-6.32 shall not result in a reduction in the number of days credited for the year in question.

5-5.35

Persons receiving disability payments on the date the collective agreement comes into effect shall remain covered under the plan provided for in this article. The effective date on which the period of disability begins and the date on which a professor becomes entitled to either the benefits payable under the terms of the 2015-2020 collective agreement or to the benefits provided for in clause 5-5.22, paragraph 2), shall determine the amount and the duration of these payments to which the professor may be entitled to in accordance with the provisions of clause 5-5.22. A professor on disability who is not entitled to any benefits on the date the collective agreement comes into effect shall be covered by this new plan upon his/her return to work and once he/she begins a new period of disability.

5-5.36

The stipulations of the 2015-2020 collective agreement concerning the cash surrender value of a professor's bank of sick leave shall be maintained, and reimbursement shall be made as follows:

- 1) in one payment upon the professor's retirement, death, resignation or dismissal;
- 2) by means of a leave based on the balance, in days, of the accumulated reserve, at the time of the professor's retirement. This leave shall not exceed six (6) months.

The value of the cash-convertible days credited to a professor may be used to defray the cost of buying back previous years of service as provided for in the provisions concerning his/her pension plan or to increase to eighty-five per cent (85%) the benefits equal to sixty-six and two thirds per cent (66 2/3%) of the salary paid during the second (2nd) year of disability. The days credited to a professor on June 30, 1973, may also be used for other purposes than illness where previous collective agreements provided for such use.

5-5.37

The days of sick leave credited to a professor on the date this collective agreement comes into effect shall remain credited to him/her, and the days used shall be subtracted from the accumulated total for the purposes of this article. Days of sick leave shall be used in the following order:

- 1) days credited under the terms of clause 5-5.33 second (2nd) paragraph;
- 2) other cash-convertible days credited to the professor, except for the days transferred under the terms of the SPEQ protocol, after the days mentioned in 1) have run out;
- 3) non cash-convertible days credited to the professor, after the days mentioned in 1) and 2) have run out;
- 4) days transferred under the terms of the SPEQ protocol.

Section VI - Special Provisions**5-5.38**

Any leave provided for in this article, of a duration of three (3) months or less, may not modify the rights and benefits to which a professor is entitled during a normal teaching year.

For the purposes of obtaining tenure, during any leave provided for in this article, of a duration of more than three (3) months, the professor shall retain to his/her credit the teaching time completed before the beginning of said leave. When he/she returns, the professor shall once again begin accumulating teaching time.

Article 5-6.00 - Parental Rights**Section I - General Provisions****5-6.01**

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

Maternity, paternity and adoption indemnities shall, however, be paid only during those weeks for which the professor is receiving parental insurance indemnities or Employment Insurance benefits or would be receiving them had he/she applied for them.

In a case where a professor shares adoption or parental indemnities provided by the QPIP and the EIP with his/her spouse, the indemnity shall be paid only if the professor is actually receiving benefits from one of these plans during the maternity leave provided for in clause 5-6.08, the paternity leave provided for in clause 5-6.23, or the adoption leave provided for in clause 5-6.32.

5-6.02

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

5-6.03

The College shall not reimburse the professors for amounts payable either to the Minister of Employment and Social Solidarity under the Act respecting parental insurance, or to Employment and Social Development Canada (ESDC) under the Employment Insurance Act (L.C. 1996, c. 23).

5-6.04

The basic weekly salary, deferred basic weekly salary and severance payments shall not be increased or decreased by the amounts received under the QPIP or the EIP (Employment Insurance Plan)

5-6.05

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

5-6.06

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

5-6.07

For the sole purposes of applying this article, the term “part-time professor” shall also include hourly paid professors for the duration of their contract.

Section II - Maternity Leave**5-6.08 Eligibility and duration of the maternity leave**

A pregnant professor who is eligible for the QPIP shall be entitled to twenty-one (21) weeks of maternity leave which, subject to clause 5-6.12, must be taken consecutively.

A pregnant professor who is eligible for the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 5-6.12, must be taken consecutively.

A pregnant professor who is not eligible for either the QPIP or the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 5-6.12, must be taken consecutively.

A professor who becomes pregnant while on leave without pay or part-time leave without pay, as provided for in this article, shall also be entitled to this maternity leave and to the indemnities provided for in clauses 5-6.14, 5-6.15 and 5-6.17, as the case may be.

A professor whose spouse dies shall be granted the residual of the maternity leave and shall benefit from the related rights and indemnities.

5-6.09

A professor shall also be entitled to this maternity leave if her pregnancy is interrupted as of the beginning of the twentieth (20th) week preceding the due date.

5-6.10 Distribution of maternity leave

The professor shall determine the distribution of her maternity leave before and after the delivery. This leave shall be simultaneous with the period during which indemnities are payable under the QPIP and shall begin no later than the week following the beginning of indemnities under the QPIP.

A professor who is not eligible for the QPIP shall determine the distribution of her maternity leave before and after the delivery. The day of delivery shall be included in this leave.

5-6.11 Extension of maternity leave

If the birth takes place after the due date, the professor shall be entitled to an extension of her maternity leave equal to the period between the due date and the actual delivery date, unless she is already entitled to at least two (2) weeks' maternity leave after the birth.

An employee may be granted an extension of her maternity leave if her state of health or that of her baby so require. The duration of this extension shall be as indicated on the medical certificate provided by the professor.

During these extensions, the professor shall be considered on leave without pay and shall receive no benefits or indemnities from the College. During these periods, the professor shall be covered by clause 5-6.57 for the first six (6) weeks and subsequently by clauses 5-6.59 and 5-6.60.

5-6.12 Suspension of maternity leave and discontinuous maternity leave

During her maternity leave, the professor may suspend or break down her maternity leave in accordance with the following provisions:

A) Suspension of leave

When the professor has sufficiently recovered from her delivery, but her child is not in condition to leave the health care institution, the professor may interrupt her maternity leave and return to work. It is completed when the child is brought home.

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

B) Discontinuous maternity leave

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

1. If the child is hospitalized: the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of weeks of this hospitalization.
2. If the professor is on leave because of an accident or illness that is unrelated to the pregnancy: the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of full weeks the professor is disabled, up to a maximum of twenty-six (26) weeks within a twelve (12)-month period¹.

However, an employee may be absent from work for a period of not more than 104 weeks if the employee suffers serious bodily injury during or resulting directly from a criminal offence that renders the employee unable to hold her regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the first paragraph, where applicable, and shall not end later than 104 weeks after the commission of the criminal offence¹.

3. If the professor is on leave because of a situation covered by articles 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1): the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of full weeks this situation lasts, in accordance with the provisions of clause 5-10.07.

¹ Unpaid leave of absence as per article 79.1 of the Act respecting labour standards.

During such interruption, the employee shall be deemed to be on leave without pay and shall not receive any benefits or indemnities from the College. The employee shall enjoy the benefits set out in clauses 5-6.59 and 5-6.60.

5-6.13

When the maternity leave interrupted or broken down under clause 5-6.12 resumes, the College shall pay the employee any benefits to which she would have been entitled had she not interrupted or broken down her maternity leave, for the number of weeks remaining under clauses 5-6.14, 5-6.15 and 5-6.17, subject to clause 5-6.01.

Cases eligible for the QPIP**5-6.14**

A professor who has accumulated twenty (20) weeks of service¹ and who is eligible for benefits under the QPIP shall receive, for the twenty-one (21) weeks of her maternity leave, a benefit calculated with the following formula²:

1° by adding:

- a) the amount representing one hundred per cent (100%) of the professor's basic weekly salary up to two hundred and twenty-five dollars (\$225); and,
- b) the amount representing eighty-eight per cent (88%) of the difference between the professor's basic weekly salary and the amount established in the preceding subparagraph a);

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

This indemnity is based on the QPIP benefit to which an employee is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the QPIP.

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

When the professor works for more than one employer, the indemnity shall be equal to the difference between the amount established by the indemnity calculation formula paid by the College as set out in subparagraph 1° and the amount of the Employment Insurance benefits corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the

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

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

professor shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit which are payable to him under of the QPIP.

Cases eligible for the EIP

5-6.15

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

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

- by adding:

a) the amount representing one hundred per cent (100%) of the professor's basic weekly salary up to two hundred and twenty-five dollars (\$225);

and,

b) the amount representing eighty-eight per cent (88%) of the difference between the professor's basic weekly salary and the amount established in the preceding subparagraph a);

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

1° by adding:

a) the amount representing one hundred per cent (100%) of the professor's basic weekly salary up to two hundred and twenty-five dollars (\$225); and,

b) the amount representing eighty-eight per cent (88%) of the difference between the professor's basic weekly salary and the amount established in the preceding subparagraph a);

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

¹ A professor shall accumulate service if her absence is authorized, in particular in the case of a disability, and when a benefit or remuneration is payable.

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

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

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

When the professor works for more than one employer, the indemnity shall be equal to the difference between the amount established by the indemnity calculation formula paid by the College as set out in subparagraph 1° the paragraph B) and the amount of the Employment Insurance benefits corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the professor shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable by ESDC.

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

5-6.16

In the cases provided for in clauses 5-6.14 and 5-6.15, the College cannot, in the indemnity it pays out to a professor on maternity leave, compensate for the reduction in benefits from the QPIP or the EIP attributable to remuneration from another employer.

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

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

The total amounts received by the employee during her maternity leave in QPIP or EIP, in benefits or salary, cannot however exceed the gross amount established by the benefit calculation formula set out in subparagraph 1° in clauses 5-6.14 or 5-6.15, if applicable. This formula shall be applied to the total basic weekly salary paid by the College or, if applicable, by the various employers.

Cases ineligible for both the QPIP and the EIP**5-6.17**

A professor who is not entitled to the benefits of the QPIP or the EIP shall also be excluded from any indemnity provided for in clauses 5-6.14 and 5-6.15.

However, a professor who has accumulated twenty (20) weeks of service¹ shall be entitled to an indemnity calculated according to the following formula for a period of twelve (12) weeks, if she does not receive benefits from a parental rights plan established by another province or territory:

by adding:

- a) the amount representing one hundred per cent (100%) of the professor's basic weekly salary up to two hundred and twenty-five dollars (\$225); and,
- b) the amount representing eighty-eight per cent (88%) of the difference between the professor's basic weekly salary and the amount established in the preceding subparagraph a).

The total amounts received by the professor during her maternity leave in QPIP or EIP, in benefits or salary, cannot however exceed the gross amount established by the benefit calculation formula set out in subparagraph 1° in clause 5-6.14. This formula shall be applied to the total basic weekly salary paid by the College or, if applicable, by the various employers.

5-6.18

Maternity leave may be less than provided for in clause 5-6.08. If the professor returns to work within two (2) weeks following the birth of her child, she shall produce, upon the College's request, a medical certificate attesting to her ability to return to work.

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

Section III - Special Pregnancy and Breastfeeding Leave

Interim Assignment and Special Leave

5-6.19

A professor may request an interim assignment to other teaching duties in the following cases:

- 1) she is pregnant and her working conditions entail risks of infectious disease or physical danger to herself or her unborn child;
- 2) her working conditions entail risks to the child she is breastfeeding;
- 3) she works regularly in front of a cathode-ray screen.

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

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

A professor reassigned to other teaching duties shall retain the rights and privileges of her regular duties.

If she is not immediately reassigned, the professor shall be entitled to special leave beginning immediately. Unless an interim assignment occurs subsequently to put an end to this special leave, it shall continue for the pregnant professor until her date of delivery, and for the breastfeeding professor until the end of the breastfeeding period. However, for professors eligible for benefits under An Act respecting parental insurance, the special leave shall end the fourth (4th) week before the due date.

During the special leave provided for in this clause, indemnity is governed by the provisions of the Act respecting occupational health and safety (CQLR, chapter S-2.1) concerning the preventive withdrawal of pregnant or breastfeeding workers.

However, upon the professor's written request, the College shall pay the professor an advance on the forthcoming indemnity, based on payments that can be anticipated. If the CNESST pays the anticipated indemnity, the College shall be reimbursed accordingly. If not, the College shall be reimbursed at the rate of thirty per cent (30%) of the remuneration payable per pay period corresponding to the payment of salaries, until the debt is paid off, unless otherwise agreed by the professor and the College.

However, if the professor exercises her right to request a review of the CNESST's decision or to contest such decision before the TAT, reimbursement shall be payable only once the CNESST's administrative review decision or that of the TAT, as the case may be, is rendered.

In addition to the previous provisions, upon the professor request, the College shall study the possibility of modifying, temporarily and without loss of any of the professor's rights, the duties of a professor who works with a cathode-ray screen, in order to reduce work at the cathode-ray screen to a maximum of two (2) hours per half ($\frac{1}{2}$) day of work and to assign this professor to other duties she is reasonably able to perform for her remaining time at work.

Other Special Leave

5-6.20

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

- 1) when complications arise during pregnancy or there is a sufficient risk of miscarriage for the professor to be required to stop work temporarily for the period specified in a medical certificate; this special leave may not extend beyond the beginning of the fourth (4th) week prior to the due date;
- 2) upon presentation of a medical certificate prescribing the duration of the leave, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20th) week prior to the due date;
- 3) for visits to a health care professional that are related to the pregnancy, with a supporting medical certificate or a written report signed by a midwife.

In this case, the professor shall benefit from a special leave with pay up to a maximum of four (4) days, which can be taken in half ($\frac{1}{2}$) days.

5-6.21

During special leaves granted under this section, the professor shall enjoy the benefits provided for in clause 5-6.57, provided she is normally entitled to them, and those provided for in clause 5-6.56.

A professor covered by clause 5-6.20 may also avail herself of the benefits of the sick leave or salary insurance plan. In cases provided for in paragraph 3) of clause 5-6.20, the professor shall first avail herself of the four (4) days mentioned in the preceding paragraph.

Section IV - Paternity Leave

5-6.22

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

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

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

5-6.23

Upon the birth of his/her child, a professor whose spouse delivers a child shall also be entitled to paternity leave of no more than five (5) weeks, which, subject to clause 5-6.25, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52nd) week following the week of the child's birth.

If the professor is eligible to the Québec Parental Insurance Plan (QPIP) or the Employment Insurance Plan (EIP), this leave shall be simultaneous with the period during which benefits are payable under the QPIP and shall begin no later than the week following the beginning of payment of these benefits.

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

5-6.24 Extension of paternity leave

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

During this extension, the professor shall be deemed to be on leave without pay and shall receive no indemnity or benefit from the College. In this case, the professor shall be covered by clauses 5-6.59 and 5-6.60.

5-6.25 Interruption of paternity leave and discontinuous paternity leave

During his paternity leave provided for in clause 5-6.23, the professor may suspend or break down his paternity leave in accordance with the following provisions:

A) Interruption of leave

When the child is hospitalized, the professor may interrupt his paternity leave, upon agreement with the College, and return to work for the duration of the hospitalization.

B) Discontinuous leave

In one or the other of the following cases, upon the professor's request, the paternity leave provided for in clause 5-6.23 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

1. If the child is hospitalized: the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of weeks of this hospitalization.
2. If the professor is on leave because of an accident or illness: the maximum number of weeks of interruption of paternity leave shall be equivalent to the

number of full weeks this situation lasts, up to a maximum of twenty-six (26) weeks within a twelve (12)-month period¹.

However, the professor may be absent from work for a period of not more than 104 weeks if he suffers serious bodily injury during or resulting directly from a criminal offence that renders him unable to hold his regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the first paragraph, where applicable, and shall not end later than 104 weeks after the commission of the criminal offence.

3. If the professor is on leave because of a situation covered by articles 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1): the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of full weeks this situation lasts, in accordance with the provisions of clause 5-10.07.

During such interruption, the professor shall be deemed to be on leave without pay and shall not receive any benefits or indemnities from the College. The professor shall enjoy the benefits set out in clauses 5-6.59 and 5-6.60.

5-6.26

When the paternity leave interrupted or broken down under clause 5-6.25 resumes, the College shall pay the professor any indemnities to which he would have been entitled had he not interrupted or broken down his paternity leave, for the number of weeks remaining under clauses 5-6.23, subject to clause 5-6.01.

Indemnity for paternity leave

5-6.27 Cases eligible for the QPIP or the EIP

During the paternity leave provided for in clause 5-6.23, the professor who has completed twenty (20) weeks of service² shall receive an indemnity equal to the difference between his basic weekly salary and the amount of benefits he is receiving, or would receive upon request, under the QPIP or the EIP.

This indemnity shall be based on the QPIP or EIP benefits to which the professor is entitled, without counting the amounts subtracted from such benefits in reimbursement of benefits, interest, penalties and other amounts recoverable under An Act respecting parental insurance or Employment Insurance Plan.

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

¹ Unpaid leave of absence as per article 79.1 of the Act respecting labour standards.

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

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

5-6.28

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

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

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

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

5-6.29 Case not eligible for either plan

A professor who is not eligible for QPIP paternity benefits nor for EIP parental benefits receives, during the paternity leave provided for in clause 5-6.23, an indemnity equal to his basic weekly salary, if the professor has completed twenty (20) weeks of service¹.

Section V - Adoption Leave and Leave without Pay for Purposes of Adoption**5-6.30**

A professor who legally adopts a child other than his/her spouse's child shall be entitled to a leave with salary of up to five (5) working days. This leave may be broken down and may not be taken after fifteen (15) days have elapsed after the child arrives at home.

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

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

5-6.31

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

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

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

5-6.32

A professor who legally adopts a child other than his/her spouse's child shall be entitled to a maximum of five (5) weeks of adoption leave, which, subject to clause 5-6.34, shall be taken consecutively. This leave shall end no later than at the end of the fifty second (52nd) week after the child arrives at home.

For a professor who is eligible for the Québec Parental Insurance Plan (QPIP) or the Employment Insurance Plan (EIP), this leave shall be taken simultaneously with the period during which benefits are paid in accordance with this plan and must begin no later than the week following the start of these benefits.

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

5-6.33 Extension of adoption leave

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

During this extension, the professor shall be deemed to be on leave without pay and shall receive no indemnity or benefit from the College. In this case, the professor shall be covered by clause 5-6.59 and 5-6.60.

5-6.34 Interruption of adoption leave and discontinuous adoption leave

During his/her adoption leave provided for in clause 5-6.32, the professor may suspend or break down his/her adoption leave in accordance with the following provisions:

A) Interruption of leave

When the child is hospitalized, the professor may interrupt his/her adoption leave, upon agreement with the College, and return to work for the duration of the hospitalization.

B) Discontinuous leave

In one or the other of the following cases, upon the professor's request, the adoption leave provided for in clause 5-6.32 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

1. If the child is hospitalized: the maximum number of weeks of interruption of adoption leave shall be equivalent to the number of weeks of this hospitalization.

2. If the professor is on leave because of an accident or illness: the maximum number of weeks of interruption of adoption leave shall be equivalent to the number of full weeks that such a situation lasts, up to a maximum of twenty-six (26) weeks over a period of twelve (12) months¹.

However, an employee may be absent from work for a period of not more than 104 weeks if the employee suffers serious bodily injury during or resulting directly from a criminal offence that renders the employee unable to hold her regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the first paragraph, where applicable, and shall not end later than 104 weeks after the commission of the criminal offence¹.

3. If the professor is on leave because of a situation covered by articles 79.8 to 79.12 of the Act respecting labour standards (CQLR, chapter N-1.1): the maximum number of weeks of interruption of adoption leave shall be equivalent to the number of full weeks the situation lasts, in accordance with the provisions of clause 5-10.07.

During such interruption, the professor shall receive no benefit or indemnity from the College. The professor shall enjoy the benefits set out in clauses 5-6.59 and 5-6.60.

5-6.35

Upon the professor's resumption of his/her interrupted or discontinuous leave under clause 5-6.34, the College shall pay the professor any indemnities to which he/she would have been entitled had he/she not interrupted or broken down his/her adoption leave, for the number of weeks remaining under clause 5-6.32, subject to clause 5-6.01.

Indemnity for adoption leave

5-6.36 Cases eligible for the QPIP or the EIP

During the adoption leave provided for in clause 5-6.32, the professor who has completed twenty (20) weeks of service² shall receive an indemnity equal to the difference between his/her basic weekly salary and the amount of benefits he/she is receiving, or would receive upon request, under the Québec Parental Insurance Plan (QPIP) or the Employment Insurance Plan (EIP).

This indemnity shall be based on the QPIP or EIP benefit to which the professor is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the QPIP or the EIP.

¹ Unpaid leave of absence as per article 79.1 of the Act respecting labour standards.

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

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

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

5-6.37

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

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

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

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

5-6.38 Cases ineligible for both the QPIP and the EIP

A professor who is not entitled to adoption benefits under the QPIP or parental benefits under the EIP who adopts a child other than the child of his/her spouse shall receive, during the adoption leave provided for in clause 5-6.32, a benefit equal to his/her basic weekly salary, if the professor has completed twenty (20) weeks of service¹.

5-6.39 Leave without pay for the purposes of adoption

A professor shall be entitled, for the adoption of a child other than the child of his/her spouse, to leave without pay of no more than ten (10) weeks following the date he/she takes charge of the child.

A professor who travels outside Québec for the adoption of a child other than the child of his/her spouse shall receive, upon written request to the College, if possible two (2) weeks in advance, leave without pay for the time it takes to pick up the child.

However, the adoption leave shall end no later than the week following the start of QPIP benefits and the provisions of clause 5-6.32 shall apply.

During such leave, the professor shall enjoy the same benefits as those for leave without pay set out in clauses 5-6.59 and 5-6.60.

Section VI - Leave Without Pay and Partial Leave Without Pay**5-6.40 Leaves without pay or partial leave without pay**

A professor who wishes to extend his/her maternity leave, paternity leave or adoption leave shall benefit from one of the following two (2) options, under the conditions stipulated therein:

- 1) leave without pay for no more than fifty-two (52) continuous weeks, beginning at the time the professor chooses and ending no later than seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after he/she takes charge of the child;
- or
- 2) leave without pay or partial leave without pay for no more than two (2) years in accordance with the following provisions:
 1. a leave without pay or partial leave without pay for no more than two (2) years immediately following the maternity leave provided for in clause 5-6.08;
 2. a leave without pay or partial leave without pay for no more than two (2) years immediately following the paternity leave provided for in clause 5-6.23; however, the duration of this leave shall not exceed the one-hundred and twenty-fifth (125th) week after the birth;

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

3. a leave without pay or partial leave without pay for no more than two (2) years immediately following the adoption leave provided for in clause 5-6.32; however, the duration of this leave shall not exceed the one-hundred and twenty-fifth (125th) week after the child arrives at home.

Throughout this leave, the professor shall be authorized, following a written request submitted at least thirty (30) days in advance, to take advantage one (1) time of one of the following changes, which must coincide with the beginning of a semester:

- i. a leave without pay or a partial leave without pay or vice versa, as the case may be;
- ii. a partial leave without pay or a different partial leave without pay.

A professor who does not take the leave without pay or partial leave without pay to which he/she is entitled may take the leave or partial leave without pay unused by his/her spouse in accordance with the necessary formalities.

If the professor's spouse is not employed in the public or parapublic sector, the professor may avail himself/herself of one of the above leaves, at a time of his/her choosing, within the two (2) years following the birth or adoption, without, however, exceeding the set limit of two (2) years from the date of birth or adoption.

Discontinuous leave without pay

During the first fifty-two (52) weeks of the leave without pay provided for in this clause, the professor may break down his/her full-time leave without pay for one of the reasons mentioned in paragraph B) of clause 5-6.12, 5-6.25 or 5-6.34 and in accordance with the terms and conditions specified therein.

During such discontinuous leave, the professor receives no indemnity or benefit from the College; he/she shall enjoy the benefits set out in clauses 5-6.59 and 5-6.60.

5-6.41

At the expiry of the leave without pay provided for in clause 5-6.40, subject to the terms and conditions of job security set out in article 5-4.00, the professor shall return to his/her full-time or part-time teaching load, unless he/she takes advantage of clause 5-6.42 at the beginning of the semester following the end of his/her leave or the date indicated at the time of departure.

5-6.42 Additional extensions

- 1) When one of the leaves provided for in clauses 5-6.08, 5-6.23, 5-6.32 and 5-6.40 expires, a tenured professor may, if he/she so desires, work half-time in his/her college for a period not exceeding two (2) consecutive years. He/she shall notify the College in writing before November 1, March 1 or June 1, as the case may be. He/she shall continue to accumulate seniority for purposes of job security as if he/she were working full-time. He/she shall also maintain his/her tenure.

- 2) When one of the leaves provided for in clauses 5-6.08, 5-6.23 and 5-6.32 expires, a non-tenured professor may, if he/she applies in writing at least thirty (30) days in advance, work half-time in his/her college until his/her contract expires.
- 3) At the end of his/her two (2) years of half-time work, a tenured professor may, if he/she applies in writing at least thirty (30) days in advance, work part-time for a period not exceeding two (2) years with the agreement of the College. In this case, his/her seniority for purposes of job security shall accumulate in proportion to his/her workload and he/she shall maintain his/her tenure.
- 4) Subject to paragraphs 1) and 2) of this clause, this professor shall be considered to be working part-time for the purposes of salary, evaluation of experience and participation in fringe benefits.

5-6.43

A professor who takes advantage of the provisions of clause 5-6.42 paragraph 1) or 3), shall be considered to be working full-time for the purposes of job security during the year or years he/she worked at half-time or part-time.

5-6.44

If the professor has taken advantage of clause 5-6.42, he/she shall resume his/her full-time workload at the beginning of the semester following the end of his/her leave or on the date he/she indicated at the time he/she was granted leave.

5-6.45 Leave for parental responsibilities

Following written notice to the College thirty (30) working days in advance, leave without pay or part-time leave without pay of up to one (1) year shall be granted to a professor whose minor child is experiencing socioaffective development problems or who has a physical handicap or an illness requiring the professor's presence.

During this leave, the professor shall accumulate seniority on the same basis as before the leave.

The provisions of clauses 5-6.52, 5-6.56, 5-6.59 and 5-6.60 apply to this leave.

Section VII - Various Provisions**Calculation and Payment of the Indemnity****5-6.46**

For the purpose of calculating and paying the maternity leave indemnity provided for in clause 5-6.14, 5-6.15 or 5-6.17, the paternity leave indemnity provided for in clause 5-6.27 or 5-6.29 and the adoption leave indemnity provided for in clause 5-6.36 or 5-6.38, the following provisions apply:

- 1) No indemnity shall be paid during vacation periods for which the professor receives remuneration.

- 2) In the case of a professor eligible for the QPIP or EIP, unless the professor is paid weekly, the indemnity shall be paid every two (2) weeks, the first (1st) instalment to be paid fifteen (15) days after the College has received proof that the professor is receiving benefits from either one of these plans. For the purposes of this paragraph, a statement of benefits and information provided to the College by the Ministère du Travail de l'Emploi et de la Solidarité sociale or by ESDC in an official statement are considered proof.

Moreover, the indemnity payable for the first two (2) weeks shall be paid by the College in the first two (2) weeks of the leave.

- 3) The service shall be calculated for all public and parapublic sector employers (public service, education, health and social services), health and social services agencies, agencies for which working conditions or standards and rates of remuneration are determined by law in accordance with the conditions defined by the Government (Appendix V-12), the Office franco-québécois de la jeunesse, the Société de gestion du réseau informatique des commissions scolaires, and any other agency appearing in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

Moreover, the requirement of twenty (20) weeks of service under clauses 5-6.14, 5-6.15, 5-6.17, 5-6.27, 5-6.29, 5-6.36 and 5-6.38 shall be deemed to be satisfied, if applicable, if the professor has satisfied this requirement with one or the other of the employers mentioned in this paragraph.

- 4) The basic weekly salary of a part-time professor shall be his/her average basic weekly salary for the twenty (20) weeks preceding the maternity, paternity or adoption leave. If, during this period, the professor has received benefits based on a certain percentage of his/her regular salary, it is understood that her basic salary for his/her leave shall be based on the basic salary on which such benefits were based.

In addition, any period during which a professor on special leave provided for in clause 5-6.19 is not receiving any indemnities from the CNESST shall be excluded for the purposes of calculating his/her average basic weekly salary.

If the period of twenty (20) weeks preceding a part-time professor's maternity, paternity or adoption leave includes the date on which the salary rates and scales are increased, the professor's basic weekly salary shall be based on the salary rate in effect at that date. If the leave includes this date, the basic weekly salary shall be adjusted on that date in accordance with the applicable salary scale adjustment formula.

- 5) In the case of a non-tenured professor, the College shall cease paying the indemnity at the end of the professor's contract. Subsequently, if the professor is rehired as a result of job priority, the College shall once again start paying the indemnity at the beginning of the new contract. In this case, the weeks for which the

professor received the indemnity and the weeks of unemployment shall be deducted from the number of weeks to which the professor is entitled, as applicable, and the indemnity shall be re-established for the number of weeks remaining.

- 6) When the beginning of the maternity, paternity or adoption leave occurs between two (2) contracts, within a given semester or between two (2) consecutive semesters, the indemnity shall be paid as of the date of the beginning of the second (2nd) contract. In this case, the number of weeks between the two (2) contracts shall be deducted from the number of weeks to which the professor is entitled, and the indemnity shall be paid for the number of weeks remaining.

5-6.47

A professor who receives a regional disparity premium under this collective agreement shall continue to receive such benefits during maternity leave as provided for in clause 5-6.08, as well as the professor during paternity leave as provided for in clause 5-6.23 or the professor during adoption leave as provided for in clause 5-6.32.

Notices and Prior Notices

5-6.48 Notice - Maternity leave

To avail herself of maternity leave, a professor must give the College prior notice in writing at least two (2) weeks before the date of her departure. A medical certificate or a written report signed by a midwife attesting to the pregnancy and indicating the due date must accompany the notice.

The time limit for giving prior notice may be reduced upon submission of a medical certificate stating that the professor must leave work sooner than planned. In unforeseeable circumstances, the professor may take maternity leave without giving such prior notice, provided that a medical certificate stating that she must stop work at once is submitted to the College.

5-6.49 Notice - End of maternity leave

The College shall send the professor, during the fourth (4th) week preceding the expiry of her maternity leave, a notice indicating the expected date of expiry of the maternity leave.

A professor who receives the above notice shall report to work at the expiry of her maternity leave, unless the leave is extended under clause 5-6.51.

A professor who does not comply with the preceding paragraph shall be deemed to be on leave without pay for a period not exceeding four (4) weeks. At the end of this period, if the professor has not reported to work, she shall be deemed to have resigned.

5-6.50**Notice - Paternity and adoption leave**

The paternity leave provided for in clause 5-6.23, the adoption leave provided for in clause 5-6.32 or the leave without pay for the purposes of adoption provided for in clause 5-6.39 is granted upon written request submitted at least three (3) weeks in advance. However, this timeframe may be shorter if the birth occurs before the due date.

Notice - End of paternity or adoption leave

The professor on paternity or adoption leave shall report to work at the expiry of his/her leave, unless the leave was extended in accordance with clause 5-6.51.

A professor who does not comply with the preceding paragraph shall be deemed to be on leave without pay for a period not exceeding four (4) weeks. At the end of this period, if the professor has not reported to work, he/she shall be deemed to have resigned.

5-6.51 Notice - Leave without pay

The leave without pay provided for in clause 5-6.40 shall be granted upon written request submitted at least three (3) weeks in advance.

5-6.52 Notice - End of leave without pay

A professor who has been notified four (4) weeks in advance by the College of the date of expiry of his/her leave without pay provided for in clause 5-6.40 shall give advance notice of his/her return to work at least two (2) weeks before expiry of the said leave. If the professor has not reported to work on the date at which the leave was scheduled to end, he/she shall be deemed to have resigned.

A professor who wishes to end his/her leave without pay before its scheduled expiry shall give written notice of his/her intent to return to work at least twenty-one (21) days before his/her return. In the case of a leave without pay exceeding fifty-two (52) weeks, a notice of at least thirty (30) days shall be provided. His/her return to work must coincide with the beginning of the semester, unless otherwise agreed upon by the Union and the College.

5-6.53

The College shall make an effort to adjust the timetable so that the professor attend prenatal courses or exercises.

5-6.54

For all the leaves provided for in this article, a professor shall indicate the projected date of his/her return to work at the time of his/her request.

5-6.55

The amount of leave provided for in clauses 5-6.08, 5-6.23, 5-6.32 and 5-6.40, as the case may be, shall be calculated starting from the beginning of the maternity, paternity or adoption leave.

Benefits**5-6.62**

If it can be established before an arbitrator that a non-tenured professor has taken maternity leave or leave without pay as an extension of maternity leave and that the College has terminated her employment, it shall be up to the College to demonstrate that the professor was dismissed for reasons other than for taking maternity leave or leave without pay.

Article 5-7.00 - Leave for Professional Activities**5-7.01**

A professor on leave for professional activities shall be considered to be in the College's employ with all rights and privileges granted under this agreement, except for his/her salary in the case of leave without pay for professional activities.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5-7.02

A professor shall obtain leave by giving reasonable advance notice and after obtaining the authorization of the College:

- a) to attend conferences and conventions of a cultural association, a professional corporation or a scientific society;
- b) to give courses or lectures on educational subjects or to participate in works of an educational nature.

A professor who benefits from a leave under the terms of this clause shall not be subject to any reduction in salary.

5-7.03

A professor shall obtain leave from the College by giving reasonable advance notice and after obtaining the written authorization of the College, which authorization may not be refused without a reasonable motive, if he/she is invited to be a member of a ministerial commission, a regional planning committee, a committee or commission of the Direction général de l'enseignement collégial, or any other committee or commission of a similar nature.

In no case shall a professor benefiting from leave under the terms of this clause suffer any loss of pay. In addition, his/her teaching load shall be adjusted or reduced accordingly. This reduction shall be absorbed by the College.

5-7.04

A professor may obtain leave without pay for a minimum of one (1) year and a maximum of two (2) years, by giving reasonable advance notice and obtaining the written authorization of the College, to participate in any program of cooperation with Canadian provinces or foreign countries, if such programs are officially recognized by the Gouvernement du Québec or the Government of Canada.

5-7.05

A professor may obtain leave without pay for no more than two (2) years, by giving reasonable advance notice and obtaining the written authorization of the College, to exercise an academic function outside Quebec under the terms of a foreign aid program, an exchange program, or an extraterritorial teaching program.

5-7.06

The College's authorization under clauses 5-7.04 and 5-7.05 shall specify the date of the professor's return. This date shall coincide with the beginning of a semester.

Upon his/her return, the professor shall be assigned to the subject in which he/she was teaching at the time of his/her departure, or to the subject specified at the time of his/her departure, subject to the application of article 5-4.00.

Article 5-8.00 - Public Office

The provisions of this article, with the exception of clause 5-8.05, may be modified following a local arrangement between the parties (CQLR, chapter R-8.2, s. 70).

5-8.01

A professor who puts forward his/her candidacy at a nomination meeting or who is a candidate in a provincial, federal, municipal or school board election, shall obtain leave without pay after giving the College reasonable advance notice, if his/her absence is necessary for the purposes of his/her candidacy.

5-8.02

A professor who runs as a candidate in an election shall retain the right to return to work immediately in case of defeat. If he/she decides to take advantage of this right, he/she shall exercise it within fifteen (15) working days after his/her defeat.

5-8.03

A professor elected as specified in clause 5-8.01, as well as a professor who is elected or appointed to a civic function other than member of parliament, member of the National Assembly, mayor, city councillor or school commissioner, or to a position with a government commission of inquiry, shall obtain leave without pay for the duration of his/her mandate, if this mandate requires a full-time commitment on his/her part, after giving notice in writing within a reasonable period after the election or appointment.

If the position requires a partial or occasional commitment on his/her part, the professor shall be entitled to take leave from work without salary, occasionally and in accordance with the requirements of his/her function, after giving the College reasonable notice.

However, if these absences are such that they cause serious prejudice to his/her teaching duties, the professor may agree with the department and the College on methods of reallocating his/her teaching duties. Nevertheless, after submitting the matter to the Union as provided for under the collective agreement, and if circumstances make it necessary, the College may require that the professor take leave without pay. The professor may then continue to participate in the basic health insurance plan provided that he/she pays all premiums. He/she may continue to participate in the pension plan and the other insurance plans provided that he/she assumes the entire cost of the plans and on condition that the plan or master policy or policies so permit.

5-8.04

At the end of his/her mandate, as a result of his/her resignation, defeat or otherwise, the professor shall notify the College at least fifteen (15) working days in advance of his/her desire to resume work. The return to work shall coincide with the start of a semester.

The professor shall then return to the position similar to the one he/she would be holding according to the order of hiring priority, subject to the provisions concerning job security.

A non-tenured professor shall keep his/her hiring priority insofar as he/she would have obtained a teaching load if she/he had been working in accordance with the provisions provided for in clause 5-1.11

5-8.05

Unless specifically stipulated otherwise, a professor on leave for public office for one (1) semester or less shall benefit from all rights and advantages to which he/she is entitled to during a normal teaching year.

Article 5-9.00 - Statutory Holidays**5-9.01**

During each semester, a professor shall be entitled to the holidays scheduled for the students in the school calendar.

5-9.02

For the exclusive purposes of clause 5-9.01, a "semester" (fall or winter) shall signify the period beginning with the opening of student classes and ending with the last day of student examinations, as provided for in the academic calendar.

Article 5-10.00 - Special Leave**5-10.01**

During the periods in which a professor must be available to the College under the terms of the collective agreement, he/she shall be entitled to a paid leave, after notifying the College, for the following purposes and time periods:

- a) the death of his/her spouse, child or spouse's child: five (5) consecutive working days;
- b) the death of his/her father, mother, father-in-law, mother-in-law, brother or sister: three (3) consecutive working days;
- c) the death of his/her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather or grandmother: one (1) day of mourning or to attend the funeral; if the deceased resided at the professor's domicile: three (3) working days;

Under the Act respecting end-of-life care (R.R.S.Q., chapter S-32.001), the day(s) of leave provided for in paragraphs a), b) and c) of clause 5-10.01 may begin the day before the expected day of death, after the College has been informed.

- d) the wedding of his/her father, mother, son, daughter, brother, sister, half-brother, or half-sister: the day of the wedding;
- e) the professor's wedding: five (5) consecutive working days including the day of the wedding;
- f) moving day, once a year;
- g) a quarantine ordered by competent medical authority: the number of days set by the competent medical authority;
- h) any other acts of God (disaster, fire, flood, etc.) forcing a professor to take leave from work: the number of days shall be set by the College after agreement with the professor.

5-10.02

In the cases covered by paragraphs a), b), c) and d) of clause 5-10.01, the professor shall be entitled to one (1) additional working day of leave if the event takes place more than two hundred and forty kilometres (240 km) from his/her residence and a second (2nd) additional working day of leave if the event takes place more than four hundred and eighty kilometres (480 km) from his/her residence.

5-10.03

A professor who makes a written request or, in the case of an emergency, produces written justification after notifying the College, shall be entitled, for serious reasons, to leave without loss of pay.

5-10.04

A professor who is called upon to serve on a jury or to appear as a witness in a case to which he/she is not one of the parties involved shall not incur any loss of pay.

5-10.05

For the sole purpose of applying clauses 5-10-06 and 5-10.07:

The term caregiver shall mean a professor attested as such by a professional working in the health and social services sector governed by the Professional Code (CQLR, chapter C-26).

In addition to the professor's spouse, the term "close relative" shall mean; the children, father, mother, brother, sister or grandparents of the professor or of his/her spouse, as well as the spouses of these persons, their children and the spouses of their children.

The following shall also be considered as a professor's close relatives:

- A person who has acted or acts as a foster family for the professor or his or her spouse;
- A child for whom the professor or his/her spouse has acted or acts as a foster family;
- The person who acts as the guardian or trustee or the person under guardianship or trusteeship of the professor or his/her spouse;
- A person who has been declared as incompetent and who has appointed the professor or his/her spouse as his/her proxy;
- Any other person in respect of whom the professor is entitled to benefits under any law for assistance and care provided by the [such person] to [the professor] due to the professor's health condition.¹

¹

Reference: Section 79.6.1 of the Act respecting labour standards

5-10.06 Absences for family reasons

A professor may take leave from work up to ten (10) days per year to fulfill obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of the employee's of a close relative or a person for whom he or she acts as a caregiver.¹

The professor must advise the College as soon as possible.

For the full-time or part-time professor, days of absence shall be deducted from the annual bank of sick days provided for in clause 5-5.33, up to a maximum number of six (6) days, otherwise they are without pay. For two (2) of these six (6) days, the following reasons may also allow for paid leave: accident, domestic violence, sexual violence.² These days may be divided into half-days.

For an hourly paid professor, in any calendar year, two (2) of these ten (10) days shall be paid once he/she provides supporting evidence of three (3) months of continuous service, and even if he/she was absent previously. The following reasons shall also entitle the professor to benefit from these two (2) paid days: illness, an accident, domestic violence, sexual violence or the care of a relative or another person for whom the hourly paid professor acts as a caregiver. Such days shall be paid according to the calculation formula set out in section 62 of the Act respecting labour standards (CQLR, chapter N-1.1).

5-10.07 Leaves for family reasons

For the following leaves, the professor shall advise the College as soon as possible and provide, upon request, a proof to account for such absence.

- a) A leave without pay of up to sixteen (16) weeks over a twelve (12) month period shall be granted to a professor where he/she must stay with his/her of a close relative or a person for whom he or she acts as a caregiver because of a serious illness or a serious accident³. In the case where this relative or this person is a minor, the period of absence is a maximum of thirty-six (36) weeks over a period of twelve (12) months.

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

- if his/her minor child has a serious and potentially mortal illness, attested by a medical certificate;²
- if he/she must stay with his/her minor child who suffered serious bodily injury during or resulting directly from a criminal offence that renders the child unable to carry on regular activities⁴.

¹ Reference: article 79.7 of the Act respecting labour standards.

² Reference: article 79.16 of the Act respecting labour standards.

³ Reference: article 79.8 of the Act respecting labour standards.

⁴ Reference: article 79.9 of the Act respecting labour standards.

- b) A professor may be absent from work for a period of not more than twenty-seven (27) weeks over a period of twelve (12) months when his/her presence is required by a relative, other than his/her minor child, for whom he/she acts as a caregiver, due to a serious and potentially mortal illness, as attested by a medical certificate¹.
- c) A leave without pay for up to one hundred and 4 (104) weeks shall be granted to a professor if his/her minor child has disappeared².

If the child is found before the expiry of the maximum duration of one hundred and 4 (104) weeks, that period shall end on the 11th day that follows the day on which the child is found².
- d) A leave without pay for up to one hundred and four (104) weeks shall be granted to a professor by reason of the death of his/her minor child³.
- e) A leave without pay for up to one hundred and 4 (104) weeks shall be granted to a professor if the employee's spouse, adult child, father or mother commits suicide⁴.
- f) A leave without pay for up to one-hundred-and-four (104) weeks if the death of the employee's spouse or adult child occurs during or results directly from a criminal offence⁵.

Moreover, articles 79.13 to 79.16 of the Act respecting labour standards shall apply to the leaves provided for in this clause.

5-10.08

During absences and leaves provided for in clauses 5-10.06 and 5-10.07, the professor:

- shall accumulate seniority and experience;
- shall resume his/her position or teaching load, as the case may be, subject to the provisions of the collective agreement regarding hiring and job security;
- subject to clause 5-5.19 and in accordance with the provisions of clause 5-5.01, shall continue to participate in the basic health insurance plan provided he/she pays all premiums; he/she may continue to participate in other insurance plans that apply to him/her by making such a request at the beginning of the leave and by paying all premiums.

¹ Reference: article 79.8.1 of the Act respecting labour standards.

² Reference: article 79.10 of the Act respecting labour standards.

³ Reference: article 79.10.1 of the Act respecting labour standards.

⁴ Reference: article 79.11 of the Act respecting labour standards.

⁵ Reference: article 79.12 of the Act respecting labour standards.

5-10.09

The leave provided for in this article shall not modify in any way the rights and privileges to which a professor is entitled during a normal teaching year.

Article 5-11.00 - Provisional Assignment of a Professor to Another Category of Personnel**5-11.01**

A professor with three (3) years' seniority or who has held a full-time workload for two (2) years may be assigned temporarily to another category of personnel, on the condition that the professor accepts the College's proposal.

5-11.02

The provisional assignment of a professor shall be restricted to administrative, professional or technical positions.

5-11.03

Conditions regarding transfer from one category of personnel to another shall be agreed upon between the professor and the College.

5-11.04

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

However, a professor on provisional assignment to administrative duties shall remain covered by the conditions related to the group insurance plan for professors.

5-11.05

A professor may be temporarily assigned on a full-time or part-time basis and in more than one category of personnel at a time.

5-11.06

At the end of his/her provisional assignment, the professor shall be reinstated in his/her former category of personnel with all rights and privileges, as if he/she had never left this former category of personnel, subject to the provisions of the collective agreement.

5-11.07

A provisional assignment shall have a maximum duration of one (1) year, and shall be renewable.

Article 5-12.00 - Exchanges Between Colleges**5-12.01**

Two (2) professors in the same subject from two (2) different Colleges may exchange colleges in accordance with the following criteria and conditions:

- a) the professor is tenured;

or

the professor is non-tenured but has at least three (3) years of seniority and is guaranteed, no later than June 30, full-time teaching duties for the duration of the exchange;
- b) the exchange is for at least one (1) contract year and at most two (2) contract years; the beginning of the exchange shall coincide with the beginning of the teaching year at the college of origin;
- c) each of the professors concerned submits a request to his/her college in writing before the April 1 preceding the year of the exchange;
- d) each of the departments concerned gives a favourable opinion on this matter to the colleges concerned;
- e) each of the colleges concerned approves the exchange in writing before May 1, after submitting the question to the Union in accordance with the provisions of the collective agreement. In the case of a non-tenured professor, the college shall have until June 30 to approve the exchange.

5-12.02

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

- a) the professor shall maintain his/her employment ties with his/her college of origin;
- b) however, for all other purposes, the professor shall be deemed to be employed by the college he/she is visiting for the duration of the exchange, except when there are implications taking effect after the exchange between the colleges.

5-12.03

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

5-12.04

After submitting the matter to the Union under the terms of the collective agreement, a college may put an end to such an exchange at the end of a semester upon one (1) month's notice to this effect.

5-12.05

Except in the case of a non-tenured professor, once the exchange has lasted the maximum duration provided for in paragraph b) of clause 5-12.01, if both professors, departments and colleges concerned agree, the exchange may become permanent providing agreement is also reached with the Union in each college, in accordance with the terms of the collective agreement.

In this event, the professor shall be considered to have tendered his/her resignation to his/her College of origin and all his/her rights shall thereby be transferred, insofar as they are compatible with the provisions of the collective agreement in effect at his/her new College.

Article 5-13.00 - Leave with Deferred or Anticipated Pay**5-13.01**

The leave with deferred or anticipated pay plan makes it possible for a tenured professor who has not been placed on availability to benefit from leave with pay. However, the plan does not allow a professor to postpone income taxes nor does it generate added benefits upon retirement.

Such leave requires the written agreement of the College.

5-13.02

The leave with deferred or advance pay plan shall consist of a work period and a period of leave.

The plan is with deferred pay when the period of leave is at the end of the plan and with anticipated pay in all other cases.

5-13.03

The leave with deferred or advance pay plan may be of two (2) years', three (3) years', four (4) years' or five (5) years' duration.

The duration of the plan may be extended in the cases and manner provided for in clauses 5-13.14, 5-13.17 and 5-13.18. However, the leave must begin not later than at the expiry of a maximum period of six (6) years following the date on which the amounts begin to be deferred.

The leave may not be interrupted for any reason whatsoever, unless the entire leave is scheduled before the period of work.

5-13.04

The duration of the leave may be from six (6) to twelve (12) months.

5-13.05

Professors who wish to benefit from the leave with deferred or advance pay plan shall apply in writing to the College.

Their application shall include the proposed duration of the plan and of the leave, as well as the proposed dates for the beginning and the end of the plan and the leave. The professor's return to work shall coincide with the beginning of a semester.

5-13.06

The College shall not grant a leave with deferred or anticipated salary to a professor who is on disability.

The College may grant a leave with deferred or anticipated salary to a professor on leave without pay provided that the professor returns to work before the leave begins.

5-13.07

The College shall not be required to accept a minimum of applications for the leave with advance pay plan.

Applications for the leave with deferred pay plan shall be dealt with in accordance with the period of leave.

Subject to difficulties of a pedagogical nature, the College shall accept applications in order that in a given subject, for a given period, at least one (1) professor shall be on leave.

Should the number of applications be such that more than one (1) professor in a given subject would eventually be on leave at the same time, the College shall not be required to accept applications that would result in more than ten per cent (10%) of the number of professors allocated to a subject being on leave at the same time.

If the College has to choose between several applications, these shall be accepted in accordance with seniority, subject to difficulties of a pedagogical nature.

5-13.08

At the end of the leave, at the end of a maternity, paternity or adoption extending said leave or at the end of a leave without pay provided for in the collective agreement and extending said leave, the professor shall resume his/her position subject to the provisions of the collective agreement and shall remain in the College's employ for a period at least equivalent to the duration of the leave.

5-13.09

During each year of his/her participation in the leave with deferred or advance pay plan, the professor shall receive the percentage of his/her salary as given in the following table, in accordance with the duration of the plan and the leave:

Percentage of salary

Duration of leave	Duration of participation in the plan			
	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
6 months	75.00%	83.33%	87.50%	90.00%
12 months		66.67%	75.00%	80.00%

The salary to which the above percentage is applied shall be the salary that the professor would be receiving had he/she not participated in the plan.

During the work period, the professor shall be entitled to all applicable premiums.

During the period of leave, the professor shall only be entitled to those premiums considered salary.

While on leave, the professor may not receive any remuneration from the College or from any other person or association with which the College has any ties, other than the amount corresponding to the percentage of his/her salary for the duration of the plan.

5-13.10

During the work period, the professor's availability within the meaning of the collective agreement and his/her individual teaching load shall be the same as they would have been were he/she not participating in the plan.

5-13.11

Subject to the provisions of this article, the professor shall enjoy all the benefits granted by the collective agreement to which he/she would be entitled were he/she not participating in the plan.

5-13.12

For the purposes of establishing the value of pension benefits, the professor shall be credited with one (1) year of service for every year in which he/she participated in the leave with deferred or advance pay plan, as well as an average salary based on the salary he/she would have received had he/she not participated in the leave with deferred or advance pay plan.

The professor's contribution to a pension plan while participating in the leave with deferred or advance pay plan shall be established in accordance with the applicable legislation.

5-13.13

If a professor leaves the employ of the College, retires or withdraws from the leave with deferred or advance pay plan, his/her participation in the plan shall end immediately, subject to the following terms and conditions:

- a) if the professor has already taken the leave, he/she shall refund, without interest, the amount received during the leave less the amounts already deducted from his/her salary during the work period in accordance with clause 5-13.09;
- b) if the professor has not yet taken the leave, the College shall refund, without interest, the difference between the salary he/she would have received had he/she not participated in the plan and the salary he/she has in effect received since the beginning of his/her participation in the plan;
- c) if the professor is on leave, the amount owed by the professor or the College shall be established as follows: the amount received by the professor during the leave less the amounts already deducted from his/her salary during the work period in accordance with clause 5-13.09. If the result is negative, the College shall refund said balance, without interest, to the professor. If the result is positive, the professor shall refund said balance, without interest, to the College;

- d) a professor's rights with regard to pension plans shall be those which would have existed had he/she never participated in the leave with deferred or advance pay plan. Thus, if the leave has already been taken, the contributions made during that period shall make up for reduced contributions made during the work period; however, the professor may buy back any missing years of service under the same conditions as those relating to leave without pay (two hundred per cent [200%] to the Government and Public Employees Retirement Plan (RREGOP), and Pension Plan of Certain Teachers (PPCT), one hundred per cent [100%] to the Teacher's Pension Plan (TPP) and to the Civil Service Superannuation Plan (CSSP). If the leave has not been taken, the contribution needed to recognize the total number of years worked shall be deducted from the salary refund made to the professor.

When the professor is obliged to reimburse the College, he/she may reach an agreement with the College as to the methods of payment.

5-13.14

During the professor's participation in the plan, the total amount of leave without pay taken by the professor, for whatever reason, with or without authorization, shall not exceed twelve (12) months. Should the total amount of leave without pay, for whatever reason, with or without authorization, exceed twelve (12) months, the professor's participation in the plan shall come to an end on the date the twelve (12)-month limit is reached, and the terms and conditions provided for in paragraph a), b), c) or d) of clause 5-13.13 shall apply, with the necessary adjustments.

In cases where the total amount of leave without pay taken by the professor, for whatever reason, with or without authorization, is equal to or less than twelve (12) months, the duration of the plan shall be extended for a period equal to the total amount of leave without pay.

5-13.15

In cases where a professor is placed on availability while participating in the plan, after the period of leave, the plan shall end the October 30 following the date he/she is placed on availability. In this case, the provisions of clause 5-13.13 shall apply, but without loss of rights regarding the pension plan. Contributions overpaid shall not be claimed (one [1] full year of service shall be credited for each full year of participation in the plan).

In cases where a professor is placed on availability while on leave, the plan shall end the October 30 following the date he/she is placed on availability if the leave is over at that time. If the leave is still under way, it shall end at the end of the leave. In this case, the provisions of clause 5-13.13 shall apply, but without loss of rights regarding the pension plan. Contributions overpaid shall not be claimed (one [1] full year of service shall be credited for each full year of participation in the plan).

In cases where a professor is placed on availability while participating in the plan, before the period of leave, the leave may not begin and the plan shall end the October 30 following the date he/she is placed on availability. In this case, the provisions of clause 5-13.13 shall apply, but without loss of rights regarding the pension plan. Contributions overpaid shall not be claimed (one [1] full year of service shall be credited for each full year of participation in

the plan) and the salary not paid shall be reimbursed without being subject to a contribution to the pension plan.

Notwithstanding the preceding paragraphs, the plan shall continue until the professor receives a full yearly salary. This provision shall apply to every year of the plan.

In addition, if the professor is relocated, the plan may be transferred to the new employer, if the latter so agrees.

5-13.16

In the event of the death of a professor participating in the plan, his/her participation in the plan shall come to an end on the date of death and the terms and conditions provided for in clause 5-13.13 shall apply. However, any surplus in salary paid to the professor shall not be claimed, and unpaid salary shall be reimbursed without being subject to a contribution to the pension plan.

5-13.17

If a professor becomes disabled as defined in article 5-5.00 while participating in the plan, the following terms and conditions shall apply:

a) if the disability occurs during the leave:

- the disability shall be presumed not to exist during the leave and it shall be considered as beginning on the date the professor is due back to work at the end of his/her leave;
- during his/her leave, the professor shall be entitled to his/her salary under the terms of the plan. Beginning on the date set for his/her return to work, if he/she is still disabled, he/she shall be entitled to the salary insurance benefits provided for in the collective agreement as long as he/she is covered by the plan. Salary insurance benefits shall be based on the salary provided for in the plan. If the professor is still disabled at the end of his/her participation in the plan, he/she shall receive salary insurance benefits based on his/her regular salary;

b) if the disability occurs after the leave:

- the professor's participation in the plan shall continue and salary insurance benefits shall be based on the salary provided for in the plan, as long as the disability lasts. If she/he is still disabled at the end of his/her participation in the plan, he/she shall receive salary insurance benefits based on his/her regular salary;

- c) if the disability occurs before the leave and ends before the leave:
 - the professor's participation in the plan shall continue and salary insurance benefits shall be based on the salary provided for in the plan as long as the disability lasts;
- d) if the disability occurs before the leave is taken and still exists at the time the leave is set to take place:
 - in this case, the professor in question may avail himself/herself of one of the following choices:
 - i) he/she may continue to participate in the plan and defer the leave until such time as he/she is no longer disabled. He/she shall then be entitled to salary insurance benefits based on the salary provided for in the plan. If the disability still exists in the last year of the plan, said plan may then be interrupted as of the beginning of the last year until the end of the disability. During this period of interruption, the professor shall be entitled to salary insurance benefits based on his/her regular salary;
 - ii) he/she may end his/her participation in the plan and thus receive the amounts that have not been paid as well as salary insurance benefits based on his/her regular salary. The unpaid amounts shall be subject to contributions to the pension plans;
- e) in the cases provided for in paragraph a), when the leave takes place entirely before the period of work, and in the cases provided for in paragraphs b), c) and d) above, the professor may avail himself/herself of the following option, which shall then replace the options and conditions stipulated in those paragraphs:
 - as of the beginning of the fourth (4th) month of continuous disability, the plan shall be interrupted. During the period of interruption, the professor shall be entitled to salary insurance benefits based on his/her regular salary. The period of interruption shall end at the end of the twelfth (12th) month of continuous disability and the plan shall resume. If the disability continues, the professor's salary insurance benefits shall be based on the salary provided for in the plan;
- f) the periods of interruption provided for in paragraph e) and subparagraph i) of paragraph d) shall be excluded from the duration of the plan;
- g) if the disability lasts for more than two (2) years:
 - during the first two (2) years, the professor shall be treated as defined above. At the end of the two (2) years, his/her participation in the plan shall end, and:
 - i) if the professor has already taken the leave, any surplus in salary paid to him/her shall not be claimed and all rights related to his/her pension plan

shall be recognized (one [1] year of service for every year of participation in the plan);

- ii) if the professor has not yet taken the leave, any unpaid salary shall be reimbursed, without interest, and without being subject to contributions to the pension plan, and the disability benefit to which the professor is entitled under the terms of the pension plan shall be payable immediately.

5-13.18

In the event that a maternity, paternity or adoption leave begins before or after the leave or begins during the leave in the case of a leave that takes place entirely before the period of work, participation in the plan shall be interrupted for a maximum period equivalent to the maximum duration of the maternity, paternity or adoption leave and the plan shall be extended for the same amount of time.

However, if the maternity, paternity or adoption leave takes place prior to the leave, the professor may put an end to the plan. He/she shall then receive his/her unpaid salary, without interest, as well as the benefits to which he/she is entitled for the maternity, paternity or adoption leave. The amounts reimbursed shall be subject to contributions to the pension plan.

5-13.19

If the professor does not take his/her leave within the duration of the plan, the College shall pay him/her, during the first (1st) taxation year following the end of his/her participation in the plan, the entire deferred salary.

5-13.20

Agreement between the College and the professor shall be mandatory in all cases not covered by this article.

Article 5-14.00 - Technological Changes**5-14.01**

A technological change shall consist in the College's putting into operation equipment or laboratory and workshop technical apparatus different in type and in nature from those used previously, if the use of such new equipment requires major retraining on the part of a professor in order that he/she may fulfil his/her duties as defined under clause 8-3.01, paragraph a).

5-14.02

Before proceeding with a technological change, the College shall consult the Union in accordance with procedures provided for in the collective agreement, at least six (6) months prior to the implementation of such change.

5-14.03

In order that professors may proceed, if need be, with the retraining required by the introduction of technological changes, the College shall make use of the resources made available through the application of article 8-4.00.

Article 5-15.00 - Service Loans**5-15.01**

A service loan shall be defined as the use, by an agency other than the College, of the services of a consenting professor who shall continue to be paid by the College, subject to the provisions of this article.

In the case of a professor covered by clause 5-4.23, the duration of such a service loan may not exceed five (5) years. For the duration of the service loan, he/she shall continue to receive his/her salary in accordance with the second subparagraph of paragraph I) of clause 5-4.07.

5-15.02

The College, the professor concerned and the agency shall agree on the period and the conditions involved in the service loan. A copy of the signed agreement shall be forwarded to the Union by the College.

5-15.03

The professor whose services are on loan shall maintain all rights and benefits to which he/she is entitled to under the collective agreement.

5-15.04

Upon his/her return, the professor on loan shall return to his/her category of personnel with all rights and privileges, subject to the provisions of the collective agreement.

Article 5-16.00 - Half-Time Leave**5-16.01**

A professor on half-time leave shall receive a half salary; moreover, a tenured professor shall retain his/her tenure.

5-16.02

Unless otherwise stipulated in this collective agreement, a professor on half-time leave shall be deemed to be on half-time for the purposes of maternity leave, insurance plans and pension plans. However, this professor may be considered a full-time professor, if he/she so wishes, for purposes of eligibility to the pension plan. In such case, the College shall be required to pay only those contributions pertaining to a half salary and the professor shall pay the balance of the contributions out of his/her own pocket.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5-16.03

A professor on half-time leave shall be a full-time professor who has at least three (3) years' seniority or who has held a full-time workload at the College for at least two (2) years and who assumes fifty per cent (50%) of the annual workload that he/she would hold if he/she were full-time. Said professor may complete his/her load over one (1) or two (2) semesters.

5-16.04

A professor shall be granted a half-time leave by the College for the following teaching year provided that he/she has given notice to the College prior to March 15 and has received written authorization from the College prior to April 1. Such authorization shall not be refused without valid reason.

5-16.05

A professor on half-time leave shall accumulate during said leave:

- a) one (1) year's seniority per year on leave, for the first two (2) years;
- b) one half (1/2) year's seniority for each additional year.

5-16.06

A professor who takes advantage of clauses 5-16.01 to 5-16.05 inclusively may resume his/her position or teaching load for the following school year, subject to the provisions of the collective agreement, provided that he/she so advises the College prior to March 15, unless the date of his/her return has already been agreed upon with the College.

Article 5-17.00 - Voluntary Working Time Reduction Program**5-17.01**

The aim of the voluntary working time reduction program is to allow full-time professors to reduce their teaching load. The annual teaching load of a professor participating in the program cannot be less than 0.4 FTE or more than 0.9 FTE. However, if the reduction of the teaching load applies to only one (1) semester, the teaching load cannot be more than 0.80 for the semester in question.

5-17.02

Participation in the working time reduction program shall be voluntary.

5-17.03 Duration of the program

The voluntary working time reduction program shall apply for the duration of the collective agreement.

5-17.04 Eligibility

A tenured professor shall be eligible for the voluntary working time reduction program if he/she has at least three (3) years' seniority.

A non-tenured professor shall be eligible for the voluntary working time reduction program if he/she has at least three (3) years' seniority and if he/she holds a full-time teaching load in the year he/she wishes to participate in the program.

5-17.05 Participation in the program

A professor who wishes to participate in the voluntary working time reduction program shall so request in writing, no later than May 15 for the fall semester and no later than November 15 for the winter semester.

5-17.06

Participation in the program shall be established for one (1) semester at a time or for any contract year depending on the professor's request, and the reduction of working time may vary from one semester to the next.

For the purposes of clause 5-17.07, a professor who participated in the program in the fall semester and who again participates in the winter semester shall be deemed to have participated only once.

5-17.07

Subject to pedagogical or recruitment constraints, the College shall accept a request for participation in the program. However, for a given subject, the College shall not be obliged to accept a request for participation that would result in the total percentage of reduction of the teaching load generated by the program in full-time equivalents (FTE) being more than ten per cent (10%) of the total number of full-time equivalents (FTE), or in the participation of more than six (6) professors at a time.

Notwithstanding the preceding, the College shall accept the request for participation of at least one (1) professor per subject.

5-17.08

For a request for the fall semester or the entire contract year, the College's answer shall be sent no later than June 27 in the case of a tenured professor and, as of that date, to a non-tenured professor.

For a request for participation in the program in the winter semester, the College's answer shall be sent to the professor no later than December 15.

5-17.09 Salary

For the duration of the program, the professor shall be remunerated on the basis of the percentage resulting from the application of clause 5-17.01 of this agreement. The remuneration to which the percentage is applied shall be the remuneration the professor would receive if he/she were not participating in the program.

5-17.10 Reduced teaching load and availability

For the duration of the professor's participation in the program, his/her teaching load shall be the teaching load of a full-time professor and shall be established using the CI formula. In this case, L in CI_L shall be equal to the percentage reduction of the professor's teaching load.

The percentage reduction of the teaching load and the related schedule shall be subject to an agreement between the professor and the College.

5-17.11 Seniority

For the duration of the professor's participation in the program, his/her seniority shall be recognized as if he/she were not participating in the program.

5-17.12 Experience

For the duration of the professor's participation in the program, his/her experience shall be recognized as if he/she were not participating in the program.

5-17.13 Disability and parental rights

When a professor takes leave because of a disability or parental rights, the benefits or indemnity paid during his/her participation in the program shall be calculated in proportion to his/her reduced teaching load.

5-17.14 Pension plan

Subject to current tax legislation, throughout the duration of the professor's participation in the program, and for the purposes of his/her pension plan, his/her service shall be recognized as if he/she were not participating in the program. The remuneration eligible for the professor's contribution shall be the remuneration he/she would have received had he/she not been participating in the program. Similarly, the employer's contribution shall be paid on the remuneration the professor would have received had he/she not been participating in the plan.

5-17.15 Health, life and salary insurance

During the professor's participation in the program, he/she shall continue to participate in the basic health insurance plan. Moreover, in order to continue enjoying the benefits of the other insurance plans, the professor shall assume the total cost, provided the master policies so permit.

5-17.16

Subject to this agreement, participation in the voluntary work time reduction program cannot be concurrent with another program or leave provided for in the collective agreement, with the exception of leave for parental rights, disability and union activities.

5-17.17

The dates provided for in clauses 5-17.05 and 5-17.08 may be modified upon agreement between the parties.

Article 5-18.00 - Disciplinary Action

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5-18.01

When the College wishes to take disciplinary action against a professor, it shall do so in accordance with one of the two procedures described in 5-18.02 and 5-18.03.

5-18.02

In cases where a professor causes prejudice to the College, its members, its staff or the students, which by its nature and seriousness necessitates immediate action:

- a) The College:
 - 1. shall temporarily suspend the professor from his/her duties without loss of pay by means of a written notice stating the reasons for his/her suspension and at the same time forwarding a copy of the above notice to the Union;
 - 2. shall then have five (5) working days to inform the professor of its intention to take action, failing which the professor shall be reinstated without prejudice.
- b) The College and the Union shall then have five (5) working days immediately following the date on which the Union is notified in which to meet and study the case in accordance with the procedures defined in article 4-3.00.

The College shall render its decision, in writing, to the professor and to the Union within the three (3) working days immediately following the date of the meeting, failing which the professor shall be reinstated without prejudice.

Without prejudice to his/her right to the existing grievance procedure, the professor may be heard at the above meeting.

- c) The professor may tender his/her written resignation to the College from the moment of his/her suspension and up to five (5) days following the College's decision.

5-18.03

In cases other than those mentioned in clause 5-18.02, the College may not take disciplinary action against a professor without having first complied with the following conditions:

- a) the College must have called the professor to a meeting to discuss the problems identified in order to receive his/her version of the facts. This notice of meeting shall be sent to the Union at the same time. The professor may be accompanied by a person representing the Union.

Following this meeting, the College shall have fifteen (15) working days to forward its decision in writing to the professor;

- b) the College must previously have given the professor written notice, twice during a period of twelve (12) months of complaints against him/her on the same subject matter. The time between these two (2) warnings must be sufficient to allow the professor to take corrective action;
- c) the College must have met with the Union in accordance with the provisions of article 4-3.00.

5-18.04

Any decision relative to disciplinary action shall be sent to the professor in writing and forwarded at the same time to the Union along with the reasons for such decision. Upon receiving said decision, the professor may tender his/her resignation to the College within the next five (5) days, at the same time sending a copy of his/her resignation to the Union.

5-18.05

No admission signed by a professor may be used against him/her before an arbitration board unless such admission was signed in the presence of a union representative.

5-18.06

In cases provided for in clause 5-18.03, the professor may not be dismissed before his/her contract expires. If the College notifies him/her of its decision after the April 1 preceding the termination of his/her contract, at least one (1) of the two (2) warnings provided in clause 5-18.03 b) must be based on an incident occurring after this date.

5-18.07

The warnings and comments sent to the professor may not be used against him/her after one (1) year has expired without another notice bearing on a subject of a similar nature having been sent to him/her.

However, any absence or leave of more than thirty (30) consecutive days, excluding the vacation period provided for in article 8-2.00, shall extend the length of time elapsed stipulated in the preceding paragraph.

Notwithstanding the preceding paragraph, the period provided for in the first paragraph may not exceed two (2) years.

5-18.08

At any time a professor, whether or not he/she is accompanied by a union representative, may consult his/her personal file, which includes:his/her job application;

- a) his/her employment contract;
- b) all authorization for deductions;
- c) warnings, admissions, unfavourable remarks and incriminating documents as mentioned in this article;
- d) any request to fill a position;
- e) documents concerning the professor's education and experience for the purposes of ranking.

The professor's file may be consulted by representatives of the parties during a meeting in accordance with article 4-3.00.

5-18.09

The professor shall always be informed before an unfavourable remark or incriminating document is entered in his/her file. In such case, the file shall contain an attestation to the effect that the professor is aware of the remark. The said attestation shall be entered in the file with the remark or the document and a copy shall be sent immediately to the Union.

5-18.10

Any unfavourable remark or incriminating document entered in a professor's file may be contested by the professor or the Union under the procedure provided for in article 4-3.00 or under grievance procedures.

Should the College, following a meeting with the Union in accordance with the procedure provided for in article 4-3.00, acknowledge the justification of the professor's request, the contested document shall immediately be withdrawn from the file. The same procedure shall apply if the arbitration board hands down a decision in favour of the professor.

5-18.11

At the professor's request, the file may also include a mention of the professor's participation in committees set up by the Ministère or by the College as well as of any professional activities which he/she performed at the College.

The professor may also require that any favourable assessment made concerning him/her by an arbitration board be entered in his/her file.

5-18.12

A copy of the complete file shall be handed over to the professor when notice of dismissal is given. A copy of the documents provided for in clause 5-18.08 d) shall be handed over to the professor along with his/her notice of suspension.

5-18.13

If the professor files a grievance under the provisions of this article, the College shall establish its reasons for any disciplinary action it has taken and prove that it is well-founded.

5-18.14

The College may present only the motives stated in writing at the time of the suspension, dismissal or other disciplinary measure as evidence before the arbitrator.

5-18.15

In all cases of suspension, dismissal or other disciplinary actions for just cause, the arbitration board has full latitude to maintain, modify or rescind such a decision by the College, and has the authority to establish any right or privilege in whole or in part in accordance with whether it maintains, modifies or rejects said decision in whole or in part. If the board considers that it is appropriate to award an indemnity to the professor, it shall take into consideration any salary received by the professor in the interim. The board can also order that the sums owed to the professor bear interest at the rate set by the regulation adopted under the terms of section 28 of the Act respecting the ministère du Revenu (CQLR, chapter M.-31).

5-18.16

If the board decides to maintain a professor in his/her duties, said professor shall regain all his/her rights, years of experience, fringe benefits and other benefits as if he/she had not been the object of disciplinary action, unless the board decides otherwise.

Article 5-19.00 - Occupational Health and Safety

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5-19.01

In order to ensure the well-being of its employees and to prevent work-related illnesses and accidents, the College agrees to maintain a high level of safe and hygienic working conditions. In particular, the College shall provide, free of charge, in its buildings, the facilities and equipment required by municipal regulations, by internal regulations or by any other standards contained in existing laws governing hygiene, health and safety.

5-19.02

In the event of an accident or occupational illness, the College shall notify the Union.

5-19.03

Professors shall have access, during working hours, to the health services offered to students.

5-19.04

After meeting with the Union, in accordance with article 4-3.00, the College shall provide a lump sum payment for or provide free of charge for use by the professors, any special clothing that they are required to wear at the College's request or in accordance with the standards and regulations contained in existing laws governing hygiene, health and safety.

The College shall make a lump sum payment for or provide the following:

- a) uniforms for nurses doing fieldwork in hospitals and health centres;
- b) uniforms for professors teaching paramedical technologies when so required by the institutions in which they work;
- c) clothing and equipment required for physical education;
- d) lab coats for laboratory work;
- e) special clothing for professors teaching at the Institut maritime du Québec.

5-19.05

The special clothing provided by the College in accordance with this article shall remain the property of the College and may be replaced only if the old garment is given in exchange, except in cases of an act of God. It shall be up to the College to decide if a piece of clothing has to be replaced.

5-19.06

The upkeep of the special clothing provided for in this article shall be at the College's expense.

5-19.07

The College and the Union shall meet under the terms of article 4-3.00 to discuss any dispute submitted by the Union on matters of occupational health and safety.

To this end the College shall provide all pertinent documentation it has in its possession.

Article 5-20.00 - Gradual Retirement Program**5-20.01**

The gradual retirement program enables full-time professors participating in one of the pension plans currently in effect (CSSP, RREGOP or TPP) to reduce their availability under article 8-8.00 for a period of one (1) to five (5) years in a proportion of no less than forty per cent (40%) and no more than eighty per cent (80%) of the availability of a full-time professor.

A professor whose contract ends automatically at the end of a teaching year under clause 5-1.02 shall not be eligible for this program.

5-20.02

A professor may take advantage of this program only once, even if the program is cancelled before the expiry date provided for in clause 5-20.04 or if the professor is relocated to a new employer before said expiry date.

5-20.03

A professor who wishes to take advantage of the program must apply to the College in writing at least sixty (60) days before the beginning of the gradual retirement, which shall coincide with the beginning of a semester.

The awarding of gradual retirement shall be subject to prior agreement with the College.

5-20.04 Period covered and actual retirement

The program shall apply to a professor for a period of no less than twelve (12) months and no more than sixty (60) months.

At the end of this period, the professor shall retire.

If, because of circumstances beyond his/her control (e.g. strike, lockout, correction of prior service), the professor is not eligible for retirement at the end of the program, the program shall be extended until the professor is eligible for retirement.

5-20.05 Availability and teaching load

The percentage of availability shall be agreed upon between the professor and the College in accordance with clause 5-20.01 and may vary during the course of the program. In addition, the professor and the College may modify the percentage of availability during the program, provided that it remains between forty per cent (40%) and eighty per cent (80%) of the availability of a full-time professor.

The teaching load accepted by the professor shall be that of a full-time professor and shall be established using the CI formula. In this case, L in CI_L shall be equal to the percentage reduction of the professor's teaching load.

5-20.06 Rights and benefits**Salary**

Throughout the program, the professor shall be remunerated on the basis of the percentage of availability established in 5-20.05 with respect to the salary of a full-time professor.

Seniority and experience

The professor shall continue to accumulate seniority and experience as if he/she were not participating in the program.

Bank of sick leave days

In accordance with clause 5-5.36, a professor who has accumulated a bank of sick leave days with cash surrender value under prior collective agreements may use, for the gradual retirement program, the equivalent of the days of sick leave with cash surrender value he/she has accumulated to reduce or eliminate the annual teaching load and availability provided for in clause 5-20.05, provided the prior collective agreements permitted such use.

Accumulation of service for the pension plan

For the purposes of eligibility for retirement, a professor shall be credited with the amount of service to which he/she would have been entitled were he/she not participating in the program. The same shall apply for the purposes of calculating the pension or death benefit.

Contributions to the pension plan

During the program, the professor shall contribute to the pension plan on the basis of the progressive eligible salary as if he/she were not participating in the program.

Basic insurance and life insurance

During the program, the College shall continue contributing to the health insurance plan as if the professor were not participating in the program. The professor shall pay his/her portion of the contribution. During the program, the professor shall contribute to the basic insurance plan. The basic life insurance plan shall be the plan to which the professor was contributing before the beginning of the program.

Disability

When a professor becomes disabled during the program, he/she shall be exempted from contributions to the pension plan.

During the period of disability, the professor shall receive a salary insurance benefit based on the salary established in the first (1st) paragraph of this clause until the effective date of retirement.

Availability

When the professor is placed on availability, he/she shall continue to benefit from the gradual retirement program. As long as he/she is not relocated to an available position, he/she shall receive the salary provided for in the first (1st) paragraph of this clause.

The professor's contributions to the pension plan shall be those provided for by law for employees on availability.

5-20.07 Termination of agreement

In the event of the retirement, resignation, dismissal or death of the professor, the program shall terminate on the date of the event.

Similarly, the program shall terminate on the date a professor placed on availability is relocated. However, the program may be transferred under the same conditions to the new employer, if the employer so agrees.

In such cases, the service credited for purposes of the pension plan during the program shall be maintained; if applicable, unpaid contributions to the pension plan, accumulated with interest, shall remain in the professor's file. The same shall apply when the professor and the College jointly decide to terminate the program or when the professor ceases to participate in the program more than one (1) year after the date set for the beginning of the program; in the latter case, the date the professor ceases to participate in the program shall coincide with the end of a semester.

5-20.08

Subject to the provisions of this article, a professor who takes advantage of the gradual retirement program shall be governed by the provisions of the collective agreement applicable to part-time professors.

Article 5-21.00 - Civil Liability

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5-21.01

The College shall provide legal defence for any professor whose civil liability might be at issue through the performance of his/her duties, and agrees to make no claim against the professor in this regard.

5-21.02

Once the legal responsibility of the College has been established, the College shall indemnify any professor for the total or partial loss, theft or destruction of personal belongings which by their nature are normally brought to the College or used therein, unless the professor has shown gross negligence. In the event that such loss, theft or destruction is already covered by an insurance policy held by the professor, the indemnity paid shall be equal to the loss actually incurred by the professor.

5-21.03

Subject to the policies concerning the use of equipment determined by the College, and unless the professor has displayed gross negligence, the College may not demand reimbursement for theft, damage or destruction of property borrowed from it by the professor for professional purposes.

Article 5-22.00 - Leave Without Pay**5-22.01**

For the duration of a full-time leave without pay, the professor shall continue to participate in the health insurance plan in accordance with the terms and conditions provided for in clauses 5-5.01 and 5-5.19. Moreover, in order to continue enjoying the benefits of other insurance plans and retirement plans, the professor shall assume the total cost, provided the master policies or the plans so permit.

5-22.02

The professor on full-time leave without pay shall have his/her relevant experience recognized in accordance with article 6-2.00.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5-22.03

A professor who has at least three (3) years' seniority or who has held a full-time teaching load at the College for two (2) years shall be granted, upon written notice to the College and in accordance with the procedure provided for in this article, a full-time leave without pay for the following teaching year. Such leave may be renewed for one year only.

5-22.04

Such a leave may not be used to engage in employment, unless there is written authorization for such employment, and it is approved by the RCS.

5-22.05

Such notice shall be given to the College by April 15.

5-22.06

A professor on leave without pay shall accumulate one (1) year of seniority during the first (1st) year of the leave.

5-22.07

The College shall inform the Union of any notice concerning unpaid leave.

5-22.08

The professor who was on a leave not provided for in the collective agreement during the 2010-2011 contract year shall be deemed, in accordance with paragraph e) of clause 4-3.11, to have been on leave without pay as per article 5-22.00 and consequently to have been subject to the rights and benefits afforded by such a leave.

CHAPTER 6-0.00 - REMUNERATION**Article 6-1.00 - Salary****6-1.01**

For the purposes of this article, the salary of a full-time or part-time professor shall be determined in accordance with article 6-4.00 and Appendix VI-1 and by years of schooling and experience as defined in articles 6-2.00 and 6-3.00. This salary shall include paid vacations. Also, one (1) step shall correspond to one (1) year of experience.

Notwithstanding the foregoing, as of contract year 2010-2011, a professor, hired by the College or another CEGEP in the network, whose experience and schooling determine the salary at one of the first four (4) steps, shall be fast tracked in accordance with the following provisions:

- a) for a part-time professor, the contracts following the beginning of his/her term of office until he/she reaches the fifth (5th) step: one step is the equivalent of 0.5 years of experience;

In this case, the number required to constitute one-half (0.5) year of experience shall be the equivalent of 0.5 FTE either in teaching, in one of the levels of education, or in relevant professional or industrial experience, or both;

- b) for a full-time professor until he/she reaches the fifth (5th) step: reaching the next step at the beginning of the fourteenth (14th) pay of the contract year for which he/she holds a full-time teaching load.

However, if a professor holds or obtains a full-time teaching load for which his/her salary is set at the 5th step at the beginning of the winter semester, then the following provisions apply:

- he/she shall be deemed to be part-time for the purposes of the fast tracking as per paragraph d) of clause 6-2.01 for the year during which he/she reaches the 5th step; consequently, he/she shall reach the 6th step at the beginning of the following contract year.

6-1.02

A part-time professor shall be remunerated in accordance with his/her schooling and experience in terms of full-time equivalences and calculated in accordance with clause 8-4.08.

A part-time professor with a teaching load of less than one (1) semester's duration shall be remunerated in accordance with his/her schooling and experience and in accordance with his/her full-time equivalent as established in compliance with clause 8-4.08.

However, in this case, the CI_t shall be determined as follows:

$$CI_t = \Sigma \frac{\text{Individual workload (CI) assumed for each workweek}}{15}$$

A part-time professor hired full-time for one (1) semester shall be paid half (1/2) an annual salary.

6-1.03

A professor who is paid an hourly rate for teaching duties (hourly paid professor, supplementary course, additional workload, temporary substitution) shall receive, for each course hour, the hourly rate provided for in article 6-5.00 and in Appendix VI-1. The hourly rate shall include vacation pay.

As of July 1, 2021, the professor shall be paid at the hourly rate as set out in Table B of Appendix VI-1 on the basis of his/her schooling and experience as calculated under Article 6-2.00. Moreover, one (1) step shall correspond to one (1) year of experience.

A professor who is remunerated on an hourly basis for an internship supervision for which no Ne_{jk} exists, when Appendix VIII-1 does not apply, shall be remunerated for the hours required by the supervision curriculum, a copy of which shall be sent to the Union. The supervision curriculum shall be first submitted to the department or the program committee, as the case may be.

6-1.04

As of July 1, 2021, a professor who, at the request of the College, agrees to carry out one or more teaching activities in addition to those provided for in his/her teaching duties, such as:

- marking examinations and assignments other than his/her own;
- providing support to students other than his/her own;
- activities carried out in the context of the recognition of prior learning and competencies;
- assessment carried out in the context of course equivalence or admission tests;
- participating in a selection committee under Article 8-6.00 or a selection committee under Article 4-4.00 during a period of non-availability;
- participating in a continuing education curriculum committee or a committee in lieu thereof and any related duties;

shall be paid at the hourly rate provided for in Table C of Appendix VI-1.

These other activities shall be used for the purposes of recognition of work experience within the meaning of Article 6-2.00.

6-1.05

Subject to article 6-3.00, a professor may not be paid a salary based on a category (schooling) other than that corresponding to the official certificate of education.

6-1.06

Reclassification of professors shall be done once a year. If applicable, the salary readjustment resulting from reclassification shall take effect retroactively at the beginning of the fourteenth (14th) pay period of the current contract year:

1. if the professor had completed the necessary studies at the end of the thirteenth (13th) pay period of said contract year, for a new evaluation of his/her years of schooling;
2. if he/she forwarded the documents required under clause 6-3.01 before March 31 of said contract year, or later if he/she was not responsible for the delay.

6-1.07

Each day worked by a professor at the College's request during a statutory holiday covered by article 5-9.00 and during his/her annual vacation shall be remunerated at the rate of 1/260 of his/her annual salary. However, a professor shall never be paid for less than half (1/2) a day.

6-1.08

The coming into effect of the collective agreement does not invalidate the official certificate of education of a professor delivered by the Minister before the effective date of the collective agreement.

Article 6-2.00 - Calculation of Work Experience

6-2.01

For the purposes of applying the collective agreement, from the moment it comes into effect, the following shall constitute one (1) year of work experience:

- a) for all levels of education¹, one (1) year of full-time teaching in an educational institution approved by the competent government authority;
- b) for all levels of education², full-time teaching under a yearly contract for at least ninety (90) days, whether or not they are consecutive, during the same contract year;
- c) excluding teaching in a CEGEP, the time spent teaching as a part-time professor or hourly paid professor may be accumulated to count as one (1) year of experience; the number required to constitute one (1) year of experience shall be the equivalent of ninety (90) days of full-time teaching. However, a professor shall not begin to accumulate a new year of experience until he/she has completed the equivalent of one hundred and thirty-five (135) days of full-time teaching; the experience thus acquired shall be evaluated in accordance with the following rules:

Teaching experience acquired part-time or as an hourly paid professor:

<u>Level</u>	<u>Days</u>	<u>Hours or Periods</u>	<u>FTE Equivalent</u>
Preschool, elementary and secondary	90	18 x 22 = 396	0.50
	135	27 x 22 = 594	0.75
Post-secondary other than a CEGEP	90	18 x 15 = 270	0.50
	135	27 x 15 = 405	0.75
University	90	18 x 8 = 144	0.50
	135	27 x 8 = 216	0.75

- d) in a CEGEP, the time spent teaching as a professor or part-time professor, or hourly paid professor, may be accumulated to count as one (1) year of experience, and expressed as full-time equivalents (FTE) in accordance with clause 8-4.08; the time spent teaching shall be calculated per contract year in accordance with the following provision:
 - the number required to constitute one (1) year of experience shall be the equivalent of zero point five (0.5) FTE; however, a professor shall not begin to accumulate a new year of experience until he/she has accumulated the

¹ Levels of education: preschool, elementary, secondary, post-secondary or college, university.

² Levels of education: preschool, elementary, secondary, post-secondary or college, university.

equivalent of zero point seventy-five (0.75) FTE, except in the case of fast tracking in accordance with clause 6-1.01;

- e) the teaching year during which a professor, in spite of one or more periods of disability, has been available to the College under the terms of the collective agreement for at least five (5) months.

However, as of the 2021–2022 contract year, any periods of disability taken under clause 5-5.22 shall be recognized as if the professor were at work;

- f) the teaching activities provided for in clause 6-1.04 shall be recognized as professional experience and, for this purpose only, the following rule shall apply:

Full-time equivalent (FTE)		
7 hours	:	1 day
		0.0040

- g) each of the full-time years of relevant professional or industrial experience in a field other than teaching; these years may nevertheless be accumulated on the basis of a minimum of one (1) month of experience, in accordance with the following rules:

<u>FTE Equivalent</u>		
12 months	:	1 year
		1.00
52 weeks	:	1 year
		1.00

However, when continuous work is involved:

<u>FTE Equivalent</u>		
10 to 12 months	:	1 year
		1.00
43 to 52 weeks	:	1 year
		1.00

The duration of work experience shall be calculated by subtracting the dates of the beginning and of the end of employment (years-months-days).

If the experience is given in weeks, days or hours, the following rules shall apply:

<u>FTE Equivalent</u>		
39 weeks	:	9 months
		0.75
26 weeks	:	6 months
		0.50
13 weeks	:	3 months
		0.25
4 weeks	:	1 month
		0.0833
21 working days	:	1 month
		0.0833
7 hours	:	1 day
		0.0040

The days remaining after the preceding rules are applied shall be evaluated as follows:

			<u>FTE Equivalent</u>
de 5 à 11 jours	:	1/4 month	0.0208
de 12 à 18 jours	:	1/2 month	0.0417
de 19 à 24 jours	:	3/4 month	0.0625
25 jours et plus	:	1 month	0.0833

No experience of less than one (1) month shall be subject to the application of these rules.

Relevant part-time professional or industrial work experience shall be calculated in accordance with the rules of this paragraph, with the necessary adjustments.

Relevant professional or industrial work experience may be accumulated, per contract year, to count as one (1) year of experience in accordance with the following provision:

- the number required to constitute one (1) year of experience shall be the equivalent of zero point five (0.5) FTE; however, a professor shall not begin to accumulate a new year of experience until he/she has accumulated the equivalent of zero point five (0.75) FTE, except in the case of fast tracking in accordance with clause 6-1.01;
- h) the cumulative teaching experience under subparagraphs c) and d) and relevant professional or industrial experience under subparagraphs f) and g); experience is calculated per contract year in accordance with the following provision:
 - the number required to constitute one (1) year of experience shall be the equivalent of zero point five (0.5) FTE; however, a professor shall not begin to accumulate a new year of experience until he/she has accumulated the equivalent of zero point seventy-five (0.75) FTE, except in the case of fast tracking in accordance with clause 6-1.01.

In no case shall the professor accumulate more than one (1) year of experience during the same contract year.

6-2.02

A professor benefiting from leave for union activities, a provisional assignment or leave with or without pay for professional activities, professional development or a leave for research shall be deemed to be teaching, for purposes of evaluating work experience.

A professor on half-time leave shall accumulate half (1/2) a year of work experience for his/her workload at the College, for every year on leave, as well as the relevant work experience under this article.

A professor benefiting from salary protection as provided for in clause 5-4.22 shall accumulate at least half (1/2) a year of work experience per year on salary protection as well as relevant work experience under this article.

A professor on full-time leave without pay shall accumulate relevant experience under this article.

Unless otherwise stipulated, a professor benefiting from another type of leave shall accumulate teaching experience corresponding to his/her teaching load at the College and the relevant work experience under this article.

6-2.03

Clause 6-2.01 shall not have the effect of reducing the number of years of work experience already recognized for a professor employed by the College on March 31, 2010, in accordance with official rules or scales previously in use at the College. The same shall apply to the years of work experience already approved by the former provincial committee for the classification of college teachers.

6-2.04

A professor on availability who has not been relocated shall be considered to be a full-time professor and his/her experience shall be determined in accordance with the provisions of clause 6-2.01.

6-2.05

A professor on leave without pay not provided for under paragraph e) of clause 4-3.11, in the winter semester of 2021, in connection with the health crisis, shall be recognized for any relevant experience as if he/she were at work in proportion to his/her teaching load.¹

¹ Letter of Agreement 2015–2020 – number 12 of December 9, 2020, concerning the amendment of certain provisions of the 2015–2020 collective agreement and a list of measures put in place in certain CEGEPs due to the health crisis.

Article 6-3.00 - Evaluation of Years of Schooling**6-3.01**

A professor shall provide the College with all the official documents related to his/her schooling with the official seal of the educational institution or the signature of authorities designated by the establishment and provided for in the “Manuel d’évaluation de la scolarité” (diplomas, statements of marks, report cards, certificates, licences, etc.), within thirty (30) days following his/her date of hiring, if he/she is a new professor, or in accordance with clause 6-1.06 in the case of a professor who has been reclassified.

In order to recognize and evaluate the years of schooling, the College shall have the responsibility of initiating a request of “particular qualification” with the Minister for any competencies that have been acquired by other means than through studies recognized by the Ministère.

Within thirty (30) days of receiving his/her Master’s degree, the College shall notify the new professor in writing of the recognition of his/her Master’s degree for the purposes of remuneration, and send a copy of such notice to the Union.

At any time, a professor who obtains a Master’s degree shall send it to the College. Within thirty (30) days of receiving it, the College shall notify the professor in writing of its decision regarding the recognition of his/her Master’s degree for the purposes of remuneration, and send a copy of such notice to the Union. The professor’s salary shall be readjusted according to the provisions provided for in clause 6-1.06.

In accordance with the provisions of Appendix VI-1, a Master’s degree shall be recognized¹ for the purposes of remuneration if it is acquired in the subject taught or in a related subject relevant to the teaching of the subject indicated in the professor’s contract.

6-3.02

In the case of a new professor, the College shall proceed with a provisional evaluation of the professor's schooling. Six (6) months at the latest after receiving from the professor the documents mentioned in clause 6-3.01, the College shall issue an official certification of his/her schooling based on the “Manuel d’évaluation de la scolarité”. Moreover, the College shall provide all references indicated in the “Manuel d’évaluation de la scolarité” for each document related to his/her schooling.

Notwithstanding the preceding paragraph, if the certificate is issued on the basis of incomplete documents, the College shall re-evaluate the schooling at the professor’s request on condition that the professor cannot be held responsible for the delays in producing the documents.

¹ Master’s degrees are recognized in accordance with the criteria of the Québec education system as set out in the Minister’s “Manuel d’évaluation de la scolarité”.

Should a professor's situation not be covered in the "Manuel d'évaluation de la scolarité", the College shall send the complete file to the Ministère. The Minister shall then modify the "Manuel d'évaluation de la scolarité" accordingly. The modifications shall be sent to each college. The College shall then issue the official certificate of the professor's schooling.

6-3.03

A professor who has already received official certification of his/her schooling and who is of the opinion that he/she has a right to a full additional year of schooling in accordance with the Minister's "Manuel d'évaluation de la scolarité" may ask the College to modify his/her level of schooling and salary accordingly.

If the College decides that, in accordance with the "Manuel d'évaluation de la scolarité", the professor can obtain a full additional year of schooling, it shall issue a new official certification of the professor's schooling and make the necessary adjustment to his/her salary.

6-3.04

The College shall not, in any case whatsoever, lower a provisional classification.

6-3.05

The official certification of schooling shall be sent to the professor, and a copy to the Union. The certification shall be recognized by all the colleges in the network. It shall make reference to all documents furnished by the professor supporting his/her request for certification, whether relevant or not. The official certification of schooling shall, if applicable, mention the recognition of the Master's degree for purposes of remuneration.

The College cannot credit a professor with less schooling than that given in the official schooling certification.

6-3.06

If the official certification of schooling credits the professor with more schooling than does the provisional classification the professor's salary shall be adjusted retroactively in accordance with the provisions of clause 6-1.06, or as of the date the professor was hired.

In the event that the College pays a professor a retroactive sum of money because of the provisions of this article, interest shall be calculated in accordance with the provisions of clause 9-2.19, except that this interest shall be calculated starting from the fifth (5th) month following the transmission of all documents by the professor, in accordance with the College's instructions.

If the official certification of schooling credits the professor with less schooling than does the provisional classification, the professor's salary shall be adjusted as of the date on which the professor received said certification.

6-3.07

Within thirty (30) days after this collective agreement comes into effect, the FEC (CSQ) shall appoint one (1) accredited representative to the Minister. The Minister shall consult

this representative before adding any new rulings to the “Manuel d’évaluation de la scolarité” in force on the effective date the collective agreement.

6-3.08

The accredited representative shall inform the Minister of his/her opinion on new rulings to be added to the “Manuel d’évaluation de la scolarité” within thirty (30) days. However, the time limit of thirty (30) days shall not apply to the months of July and August.

6-3.09

A professor who believes that his/her schooling should be evaluated higher than in the official certificate may file a complaint with the Comité national de rencontre (CNR) provided for in clause 2-2.05 within sixty (60) days of receiving the certificate. The Union may also file such a complaint on the same conditions. However, the time limit of sixty (60) days is compulsory, but shall not apply during the vacation period provided for in article 8-2.00.

A professor who contests the College’s decision regarding the recognition of his/her Master’s degree shall file a written complaint with the CNR and send a copy of such complaint to the Union.

6-3.10

When dealing with issues pertaining to years of schooling, the CNR’s mandate shall be to analyse whether the decision mentioned in the official certification and in relation to the evaluation of the professor’s years of schooling is in conformity with the regulations of the “Manuel d’évaluation de la scolarité”. To do so, the CNR shall rely on the supporting documents that were listed in the certification presented to the College as part of the document evaluating the professor’s years of schooling. However, any explanatory document related to the official supporting documents listed in the certification shall also be taken into consideration.

When an official schooling document was never presented to the College, the CNR cannot take it into consideration when solving a complaint. In that case, the CNR shall inform the professor who in turn shall forward the document to the College for evaluation purposes.

6-3.11

The CRN is bound by the regulations in the “Manuel d’évaluation de la scolarité”; it cannot add, remove or modify regulations.

The CNR may include with its decision a recommendation to the Minister pertaining to a “specific qualification” or a “special decision” under a given rule of evaluation contained in the “Manuel d’évaluation de la scolarité”. Such a recommendation shall not constitute a decision within the meaning of clause 6-3.12 and shall only bind the Ministère, the Union, the College and the professor if the Minister acts on it.

6-3.12

A unanimous decision of the CNR shall be forwarded to the professor, the College and the Union concerned. In such a case, the College shall transmit, if applicable, a new official schooling certification, in conformity with the CNR's decision.

If the CNR's decision is not unanimous:

- the complaint shall be sent to the review committee (RC) provided for in clause 6-3.13;
- a complaint concerning the recognition of the Master's degree shall be sent to an arbitrator appointed by the provincial parties. The arbitrator's decision shall be final and binding on the parties. The College shall issue, if applicable, a new certification of schooling. The decision shall take effect on the date the Master's degree was submitted, or on the date of hiring in the case of a new professor.

6-3.13

The RC shall have the following members:

- one (1) president appointed for the education sector;
- one (1) representative of the employer provincial party;
- one (1) representative of the FEC (CSQ).

RC decisions require a majority vote.

6-3.14

The member representing FEC (CSQ) may file a complaint with the RC or make suggestions with regard to the rules of evaluation contained in the "Manuel d'évaluation de la scolarité".

A unanimous RC recommendation pertaining to a rule of evaluation shall result in a corresponding modification the "Manuel d'évaluation de la scolarité".

6-3.15

When the RC rules that a case submitted to it has been provided for in the "Manuel d'évaluation de la scolarité", it shall recommend an evaluation of the professor's schooling based on the "Manuel d'évaluation de la scolarité"; this decision shall not be subject to appeal, and shall be binding on the professor, the Union and the College. The College shall then issue a new certificate in accordance with the RC's recommendation.

When the RC finds that the case is not provided for in the "Manuel d'évaluation de la scolarité", it shall inform the Minister.

If the RC finds that a request for revision might be the object of an evaluation of "special qualifications" or of a "special decision" under a given rule of evaluation contained in the "Manuel d'évaluation de la scolarité", it may send a recommendation to the Minister

along with its decision. Such recommendation shall not constitute a decision in the sense of the first (1st) paragraph of this clause and shall not be binding on the Union, the College and the professor unless it is accepted by the Minister.

If, following the RC's recommendation, the Minister's decision results in a change in the professor's evaluation of schooling in terms of complete years of schooling, the College shall issue a new official certificate of schooling to the professor. In the event that the Minister's decision in accordance with the RC's recommendation does not result in a change in the professor's evaluation of schooling in terms of complete years of schooling, the College shall notify the professor in writing.

6-3.16

The RC president's fees and expenses, and the secretarial costs shall be paid by the Ministère. The fees and expenses of a designated RC member shall be paid by those who appointed him/her.

6-3.17

The College may not lower a classification already assented to by one of the former provincial classification committees nor by an official certificate issued by the Minister. Moreover, any certificate issued by the temporary classification committee (CTC, December 1973 agreement) shall be deemed to be a classification by a former provincial classification committee (CPC).

Also, an official certification issued by a College within the framework of an experiment on the decentralization of schooling evaluation provided for in the 1995-1998 collective agreement shall be considered to be a classification by a former provincial classification committee (CPC).

6-3.18

A request for the evaluation of additional schooling may not result in a reduction in the number of years of schooling already acknowledged prior to this request.

6-3.19

When schooling is the determining criterion for the purposes of job security, the classification certificate issued by a former provincial classification committee, the Bureau de reconnaissance des institutions et des études (BRIE), the Service des relations du travail (SRT) or the temporary classification committee shall prevail over the official certification of schooling.

6-3.20

A professor holding a certificate issued with or without reservations by the BRIE or the SRT shall be considered to have received certification from a former provincial classification committee and shall benefit from the same rights.

6-3.21

When the rules for evaluating schooling are modified (they may only have the effect of an upward adjustment), a professor who is covered by this modification shall have his/her official certification of schooling corrected and his/her salary readjusted retroactively in accordance with the conditions determined in clause 10-1.18 of the decree replacing the collective agreement (1972).

In calculating this retroactivity, the College shall take into account any sum of money that has already been paid whether as an advance or as a lump sum payment under the terms of article 3 of the classification agreement (December 1973) for the corresponding periods.

Article 6-4.00 - Salary Scales for Full-time or Part-time Professors**6-4.01 Salary scales**

The salary scales applicable to full-time and part-time professors and the terms and conditions for their application appear in Table A of Appendix VI-1.

6-4.02 Period from April 1, 2020 to March 31, 2021

Each rate and salary scale in effect on March 31, 2020 shall be increased by two per cent¹ (2.00%) effective April 1, 2020.

6-4.03 Period from April 1, 2021, June 1, 2016 to March 31, 2022

Each rate and salary scale in effect on March 31, 2021 shall be increased by two per cent¹ (2.00%), effective April 1, 2021.

6-4.04 Period from April 1, 2022, June 1, 2017 to March 31, 2023

Each rate and salary scale in effect on March 31, 2022 shall be increased by two per cent¹ (2.00%), effective April 1, 2022.

6-4.05

The rates and salary scales applicable to full-time or part-time professors shall be determined in accordance with the methodology provided for in Appendix VI-4.

6-4.06 Additional remuneration**1. Period from April 1, 2019 to March 31, 2020**

The full-time or part-time professor and the regular professor at the Institut maritime du Québec shall be entitled to an additional remuneration of six hundred and two dollars and sixty-eight cents (\$602.68) per paid² FTE³ from April 1, 2019 to March 31, 2020.

The hourly paid professor shall be entitled to an additional remuneration of one dollar and fifteen cents (\$1.15) per paid period from April 1, 2019 to March 31, 2020.

This additional remuneration shall be paid in a single instalment thirty (30) days following the signing of the collective agreement.

2. Period from April 1, 2020 to March 31, 2021

The full-time or part-time professor and the regular professor at the Institut maritime du Québec shall be entitled to an additional remuneration of six hundred and two dollars and sixty-eight cents (\$602.68) per paid² FTE¹ from April 1, 2020 to March 31, 2021.

¹ However, clause 6-4.09 concerning off-scale professors shall apply.

² Are also considered paid hours those hours for which an employee receives salary insurance benefits, maternity, paternity or adoption benefits, parental leave benefits, as well as those paid by the CNESST, by Crime Victims Compensation (CVP), by the SAAQ and those paid by the employer in the event of industrial accidents, if applicable.

³ An FTE equals two hundred and sixty point nine (260.9) paid days.

The hourly paid professor shall be entitled to an additional remuneration of one dollar and fifteen cents (\$1.15) per paid period from April 1, 2020 to March 31, 2021.

This additional remuneration shall be paid in a single instalment on the payroll preceding January 15, 2022.

6-4.07 Premium increase

Each premium, with the exception of fixed premiums and premiums expressed as a percentage, is increased as of the same date and by the same increases in the salary rates and scales provided for in clauses 6-4.02 to 6-4.04.

The rates of these premiums appear in the collective agreement

6-4.08 Other terms and conditions

For temporary premiums expressed as a percentage, provided for in the by-laws under the Public Health Act¹, no retroactive amount shall be paid between the dates when these by-laws came into force and the date of signing of the collective agreement on the increases provided for in clauses 6-4.02 to 6-4.04, as well as on any other increases in rates or salary scales, agreed upon or determined as of April 1, 2020.

In addition, the financial compensation, allowances, lump sums and any other amount provided for in the by-laws under the Public Health Act are not covered by the increases set out in clauses 6-4.02 to 6-4.04, thus entailing no retroactivity.

6-4.09 Off-scale professors

A full-time or part-time professor whose salary, on the day preceding the date of the upward adjustment of salary scales, is higher than the maximum on the salary scale in effect for his/her schooling and work experience, shall benefit, on the date of the upward adjustment of the salary scale, from a minimum increase equal to half (1/2) of the percentage applicable to the maximum on the salary scale in effect for his/her schooling and work experience.

If the minimum increase defined in the preceding paragraph results in situating an off-scale professor, on the first (1st) day of a period, in a salary less than the maximum on the salary scale in effect for his/her schooling and work experience, this minimum increase shall be made equal to the amount necessary for him/her to obtain the maximum on the salary scale.

The difference between, on the one hand, the percentage increase of the maximum echelon of the salary scale in effect for the professor's schooling and work experience and, on the other hand, the minimum increase as established in accordance with the preceding paragraphs shall be paid to him/her by means of a lump sum payment calculated on the basis of his/her salary on the last day of the preceding period.

¹ Includes, with the necessary adaptations, employees from the education and public service networks who have been redeployed to the health and social services network.

The lump sum payment to be paid shall be determined in proportion to the professor's full-time equivalent workload on the basis of which he/she is remunerated.

The lump sum payment as determined above shall be spread over each pay period.

6-4.10 Special provisions

The dates on which the increases in the salary rates and scales are taken into account for the purposes of the pension plans shall be those provided for in clauses 6-4.02 to 6-4.04.

Article 6-5.00 - Salary Rates and Salary Scales for Hourly Paid Professors**6-5.01 Hourly rates and salary scales**

The rates and salary scales for hourly paid professors shall be those appearing in Table B of Appendix VI-1.

6-5.02 Increases in hourly rates and salary scales

The rates and salary scales for hourly paid professors shall be increased, applicable on the dates given in Table B of Appendix VI-1 and in the way as provided for in clauses 6-4.02 to 6-4.04, with the necessary adjustments.

6-5.03 Special provisions

The dates on which the modifications to the hourly salary rates and scales are taken into account for the purposes of the pension plans shall be those provided for in clause 6-5.02.

6-5.04

The additional remuneration to hourly paid professors shall be that which is provided for in clause 6-4.06.

6-5.05

The salary rates and scales for hourly paid professors shall be determined in accordance with the methodology provided for in Appendix VI-4.

6-5.06 Hourly rates for other teaching activities

The professor's hourly rates for the other teaching activities provided for in clause 6-1.04 shall be provided for in Table C of Appendix VI-1

6-5.07

The professor's hourly rates for other teaching activities shall be determined according to the methodology provided for in Appendix VI-4.

Article 6-6.00 - Payment of Salary

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

6-6.01

Subject to clause 3-4.02 and the provisions of various plans (tax, insurance, pension, etc.), a full-time professor's salary shall be payable in twenty-six (26) equal instalments every second (2nd) Thursday. The salary of a part-time professor or hourly paid professor shall be payable every second (2nd) Thursday for the duration of his/her individual contract.

Should there be an interruption in the continuous payment of salary once every two (2) weeks, because of the lack of concordance between the civil calendar and the obligation

of spreading the salary over twenty-six (26) equal payments, the parties shall meet to find ways of rectifying such interruptions.

6-6.02

In the event that payday should fall on a statutory holiday, the College shall pay its professors on the working day preceding this statutory holiday.

6-6.03

In the event of an error on the pay, the College shall correct this error on the following payday. An explanatory note shall be included with the paycheque giving reasons for the error and the particular way in which it was corrected.

6-6.04

The paycheque shall include at least the following information:

- a) the professor's surname and given name;
- b) the pay period and date;
- c) the regular gross salary;
- d) any additional remuneration;
- e) premiums;
- f) details of deductions;
- g) net pay;
- h) cumulative earnings and deductions if possible;
- i) deductions for complementary insurance plans, if applicable.

6-6.05

Union check-off must appear on Revenue Canada's T-4 form and on the Relevé 1 form of the Ministère du Revenu du Québec.

6-6.06

On September 30, the College shall provide each professor with a statement of his/her sick leave bank as of the preceding September 1.

6-6.07 Contribution to a registered retirement savings plan (RRSP)¹

¹ For the following colleges: Gaspésie et des Îles, Rimouski, Rivière-du-Loup and Sorel-Tracy, see clause 6-6.07 in Appendix X-1.

Article 6-7.00 - Travel Expenses

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

6-7.01¹

In accordance with the schedule in effect at the College, the College shall defray travelling costs between the centres d'études collégiales, the College's campuses or buildings within the same city or municipality, where the professor is normally required to teach at both places during the same day.

6-7.02

In accordance with the schedule in effect at the College, the College shall also reimburse travel, accommodation and meal costs of a professor who has to commute between the College's campuses or buildings that are not located in the same city or municipality. The same shall apply to a professor who is required to teach in a locality other than that in which he/she does the majority of his/her teaching.

6-7.03

The College shall reimburse the expenses of professors for participating in provincial committees formed by the Ministère or instituted under the terms of this collective agreement, upon presentation of an appropriate statement of accounts, in accordance with the schedule in effect at the College.

6-7.04

For the purposes of this article, the areas in which fieldwork is carried out shall be considered campuses or buildings of the College.

¹ For the following colleges: Gaspésie et des Îles, Rimouski, Rivière-du-Loup and Sorel-Tracy, clause 6-7.01 is replaced with clause 6-7.01 of Appendix X-1.

CHAPTER 7-0.00 - PROFESSIONAL AND RESEARCH DEVELOPMENT**Article 7-1.00 - General Provisions****7-1.01**

From the 2021–2022 contract year, the College shall have the sum of two hundred and forty dollars (\$240) at its disposal annually, for every full-time professor or the equivalent as provided for in subparagraph B) of clause 8-4.01.

7-1.02

From the 2021-2022 contract year, the employer provincial party shall establish a provincial professional development fund, the amount of which shall be determined by multiplying seventy-five dollars (\$75) by the number of full-time professors or equivalent allocated for the preceding year under the terms of in subparagraph B) of clause 8-4.01 to those colleges whose local unions are affiliated with FEC (CSQ).

This fund shall be used for the professional development of professors in colleges remote from the university centres of Montreal, Quebec City and Sherbrooke.

Within sixty (60) days following the signing of the collective agreement, the provincial parties shall form a committee for the purpose of drafting the list of colleges benefiting from this fund and to establish the apportionment of the allocated sums among these colleges.

7-1.03

Any salary reimbursement demanded of a professor who has benefited from a leave with pay for professional development shall be added to the professional development fund for the following teaching year.

7-1.04

The funds not allocated in any given year because of disagreement between the representatives of the parties on the professional development committee shall be transferred to the professional development budget for the following teaching year.

7-1.05

The representatives of the parties on the professional development committee may reach an agreement in order to transfer the professional development budget in whole or in part, to the following teaching year.

7-1.06

Each year, the professional development committee provided for in the collective agreement shall dispose of the professional development budget for the current year and, if applicable, the professional development budget transferred under the terms of clauses 7-1.03, 7-1.04 and 7-1.05.

7-1.07

The sums of money provided for under this article shall not be used for retraining purposes as provided for in article 5-4.00.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

7-1.08

Within the limits of its resources, the College shall provide all professors with real possibilities for professional development through activities, study or projects useful to teaching.

7-1.09

The courses offered by the College shall be free of charge for the College's professors. However, the College shall not be required to organize courses or hire supplementary teaching personnel.

7-1.10

Upon request made no later than sixty (60) days prior to the beginning of a semester, the College shall try to arrange the professor's timetable so as to allow him/her to take courses or pursue professional development activities. This clause shall not have the effect of reducing the professor's workload.

7-1.11

The College shall respect all engagements made prior to the date on which this collective agreement came into effect by allowing professors in its employ to complete professional development activities already in progress.

The above activities shall be financed with money provided for under the terms of this article.

Article 7-2.00 - Leave with pay for Professional Development**7-2.01**

The professor on leave with pay for professional development shall be considered to be in the College's employ with all rights and benefits provided for in this agreement.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

7-2.02

A full-time professor shall be eligible for leave with pay for professional development.

7-2.03

A professor who benefits from leave with full salary agrees to remain in the service of the College from which he/she obtained the leave, upon his/her return for a period of three (3) years for each year of salary paid. If such a commitment is not honoured, the professor shall reimburse upon his/her departure, one third (1/3) of his/her salary for each year in which he/she does not honour his/her commitment.

In the case of leave with partial salary, the professor agrees to remain in the service of the College from which he/she obtained the leave for a period of two (2) years, or to reimburse upon his/her departure, half (1/2) of the partial salary received for each year in which he/she does not honour his/her commitment.

In cases where the leave for professional development is for two (2) consecutive years on full-time and on full-salary, the commitment to remain in the service of the College from which he/she obtained the leave shall be six (6) years, and the reimbursement shall be one sixth (1/6) for each year in which this commitment is not honoured.

7-2.04

On the condition that the documents required are produced within the required time limits, the bursaries or any other form of financial aid granted shall be paid to the beneficiaries as follows, unless otherwise agreed upon with the professional development committee:

- a) Amounts of five hundred dollars (\$500) or less shall be paid in equal monthly instalments based on the duration of the professional development for which the aid is being granted. The first (1st) instalment shall be paid at the beginning of leave for professional development and the others at the beginning of each month.
- b) Amounts in excess of five hundred dollars (\$500) shall be paid as follows: thirty per cent (30%) of the total amount at the beginning of the leave; the rest in equal monthly instalments based on the duration of the professional development for which the aid is being granted. The payments shall be made on the first day of each month.

In the case of leave with pay, the salary itself shall not be subject to the provisions of this clause and, unless otherwise agreed with the College, it shall be paid as prescribed in this collective agreement for regular salary.

7-2.05

Each professor currently benefiting from leave with pay for full-time professional development shall continue to do so. His/her obligations shall remain those required at the time he/she obtained his/her leave, unless this chapter provides for more advantageous conditions.

7-2.06

In the case of total or partial, permanent or temporary disability, the College and the professor shall agree on different terms and conditions for reimbursement or release from debt. These terms and conditions shall be brought to the attention of the Union, under the terms of article 4-3.00 and, failing agreement, the parties may avail themselves of the grievance procedure on the basis of equity.

7-2.07

In the case of death or total permanent disability, the obligation to reimburse shall be waived.

7-2.08

A professor on leave with pay for professional development under the terms of this article shall be considered to be in the College's employ with all his/her rights, obligations and privileges while on leave, subject to clauses 5-2.02 and 5-2.09.

Article 7-3.00 - Leave Without Pay for Professional Development**7-3.01**

A professor on leave without pay for professional development shall be considered to be in the College's employ. He/she shall continue to participate in the basic health insurance plan by paying all premiums. However, to continue to benefit from the advantages of other types of group insurance and the other benefits from group plans, including the pension plan, the professor shall assume the total cost, on condition that the master policies and the pension plans so permit.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

7-3.02

After giving adequate notice to the College, a professor may take leave without pay for professional development.

The conditions for the departure and return of the professor who has obtained leave without pay shall be agreed upon between the College and the professor concerned, in accordance with the provisions of this agreement.

7-3.03

The normal duration of leave without pay for professional development shall be at least one (1) semester and at most two (2) years, or the equivalent.

7-3.04

After reaching an agreement with the College, a professor benefiting from part-time leave without pay for professional development may be paid under different conditions from those provided for in article 6-6.00.

Article 7-4.00 - Professional Development Committee

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

7-4.01

The professional development committee shall be a standing committee on which both parties are represented. Within thirty (30) working days following the date on which this collective agreement comes into effect and each year thereafter, each party shall inform the other of the persons representing them for the purposes of this article.

7-4.02

The responsibilities of the professional development committee shall be:

- a) to establish the professional development priorities for the College's professors in conformity with article 2-4.00 concerning affirmative action employment programs, if applicable;
- b) to define professional development programs. For the purposes of this paragraph, programs may include industrial fieldwork and courses offered by a body other than an educational institution;
- c) to determine the use and apportionment of the amounts provided for in article 7-1.00 for assignment to one or the other of the professional development programs, as well as the terms and conditions for the payment of amounts allocated to the professors;
- d) to establish eligibility criteria;
- e) to receive professors' applications for professional development and to choose among the candidates, taking the department's recommendations into consideration.

7-4.03

An agreement between the parties shall be binding on the College, the Union and the professors.

7-4.04

The Committee shall function autonomously.

Article 7-5.00 - Reintegration

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

7-5.01

A professor on leave for professional development shall inform the College in writing of the date he/she intends to resume work before March 15 if his/her return is to coincide with the beginning of the fall semester and before November 15 if his/her return is to coincide with the beginning of the winter semester, unless the date of his/her return has already been agreed upon.

7-5.02

A professor who has benefited from such leave shall present official written certification of the studies completed, if applicable, when he/she returns to his/her teaching duties.

Article 7-6.00 - Provisions Relating to Leave for Obtaining a Degree Providing Access to the "Master's" Scales and Step 18

7-6.01

As of contract year 2016-2017, a professor may benefit from leave with pay to obtain a Master's degree, in accordance with the terms and conditions of this article.

7-6.02

No later than May 15, the professor shall send the parity placement committee a training proposal accompanied by a notice from the College confirming its recognition of the Master's degree cited in the proposal for the purposes of remuneration.

7-6.03

The parity placement committee shall analyze the training proposals and, taking into account the funds available under paragraph C) of clause 5-4.20, it shall first accept training proposals submitted by professors with nineteen (19) years of schooling and who were at step 17 in 2015-2016.

7-6.04

Following the parity placement committee's approval of the training proposal, the College shall grant the professor leave with pay for the duration of the proposal.

7-6.05

The proposed training may be taken full-time or part-time. The duration of the proposed training may be one (1) semester, and no more than four (4) semesters. Continuation of the training shall be conditional on its successful completion. The College shall verify the successful completion of the training and notify the parity placement committee.

7-6.06

When a professor is absent for reasons of disability, or of provisions related to parental rights or family reasons, he/she may temporarily suspend his/her training proposal for the period he/she is absent, without exceeding a maximum of two (2) years. When the duration of the interruption is effective for a full semester, the training proposal shall not be counted for the purposes of paragraph C) of clause 5-4.20.

7-6.07

Once the proposed training is interrupted for other reasons than those provided for in clause 7-6.06, the professor must notify the College. In this case, the training shall be terminated and the professor shall resume his/her position or teaching load in accordance with the terms and conditions agreed upon by the professor and the College.

7-6.08

A professor who is on a leave provided for in this article, commits to providing, upon his/her return, service delivery to the College or another college in the network for a duration equal to the training project in full-time equivalents (FTE), failing which the professor shall refund, at his/her departure effective date, an amount calculated as follows:

- the salary received for the duration of the training minus the salary received during the service delivery up to the effective date of his/her departure.

For the purposes of this clause, a professor placed on availability or absent for reasons of disability, or on maternity, paternity or adoption leave is considered to be on service delivery.

If during the period he/she has provided his/her service delivery, a professor has received an indemnity or a benefit under the collective agreement, the salary received during that period is calculated according to the basic weekly salary used to establish such an indemnity or such a benefit.

7-6.09

The leave provided for in this article shall not have the effect of modifying the rights and benefits to which the professor would be entitled during a normal teaching year.

Article 7-7.00 - Leave for research without pay or partial leave without pay**7-7.01**

A professor on leave for research without pay or partial leave without pay shall be considered to be in the employ of the College. He/she shall continue to participate in the basic health insurance plan by paying the full premiums. However, in order to continue receiving benefits from other group insurance plans and [to receive] other benefits from group plans, including the pension plan, the professor shall assume the full cost, provided that the master contracts or pension plans so permit.

The following provisions shall be the subject of a recommendation by the national parties and shall be subject to the application of section 59 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if they are agreed upon and signed by the local parties.

7-7.02

A professor who has at least three (3) years of seniority to his/her credit shall obtain, upon written notice to the College and in accordance with the procedure provided for in this Article, leave for research without pay or partial leave without pay for the following semester or year.

7-7.03

Such notice must be given to the College before April 15 for the fall semester and November 15 for the winter semester.

7-7.04

The conditions for the departure and return of a professor who has been granted leave for research without pay or partial leave without pay shall be agreed upon between the College and the professor concerned in accordance with the provisions of this Agreement. The date of return from leave shall coincide with the beginning of a semester.

7-7.05

The normal duration of a leave for research without pay or partial leave without pay shall be at least one (1) semester and at most two (2) years or the equivalent.

CHAPTER 8-0.00 - THE TEACHING LOAD AND ITS DISTRIBUTION**Article 8-1.00 - General Provisions**

The provisions of this article, with the exception of clauses 8-1.01 and 8-1.04, may be modified by local arrangement between the parties (CQLR, chapter R-8.2, s. 70).

8-1.01

In no case whatsoever shall a professor be required to do or have his/her students do production, construction, moving or maintenance, inventory, installation or service work. Only production work directly related to the program of study and to its stated goals may be done, and only during working hours. A professor shall not do or have his/her students do any work of the same nature for his/her personal ends on the work premises without written authorization from the College.

8-1.02

A student's marks shall be reviewed at the College's request or following a request made to the College by a student.

Only the professor concerned or the review committee provided for in the collective agreement may modify a student's marks.

8-1.03

The course workbook or course notes, including those in audiovisual or electronic format, of which the professor is the author, shall not be used without his/her consent.

The use of any work of which a professor is the author, or one of the authors, is subject to the provisions of Appendix VIII-8.

The course plan may not be used by the College without the professor's consent. The professor cannot refuse such consent without a valid reason.

8-1.04

Insofar as possible, each professor shall have an individual office. This office shall be accessible to the professor on a continuous basis, subject to regulations regarding access.

A professor for whom the College is unable to provide an office shall receive, upon request, the forms prescribed by the government for maintaining a home office.

8-1.05

The College shall submit to the Union a draft of the academic calendar ten (10) days before its study by the parties in accordance with the procedures provided for in the collective agreement.

Article 8-2.00 - Vacation**8-2.01**

A professor shall be entitled to a paid vacation period in accordance with the following terms and conditions:

- a) a full-time professor shall be entitled to two (2) months of paid vacation if he/she has been available for ten (10) months under the terms of the collective agreement;
- b) a part-time professor shall be entitled to a portion of the two (2) months of paid vacation, in proportion to his/her full-time equivalent, calculated in accordance with clause 8-4.08;
- c) a full-time or part-time professor who has not been available in accordance with the terms of his/her contract shall only be entitled to part of the paid vacation defined in paragraph a) or b), as the case may be, in proportion to his/her availability.

8-2.02

For the purposes of clause 8-2.01, the leave provided for in article 5-6.00, in accordance with the terms and conditions specified therein, the periods covered by salary insurance for a total duration not exceeding twelve (12) months, and any leave with pay shall be considered time served by the professor receiving these benefits.

When the total period covered by a professor's salary insurance exceeds twelve (12) months, remuneration for the professor's vacation shall be established as follows: one fifth (1/5) of the regular salary earned and one fifth (1/5) of the salary insurance and disability benefits paid to the professor during the teaching year by an agency other than the College, under the terms of a federal or provincial law.

8-2.03

A full-time or part-time professor who leaves the College's employ prior to the end of his/her contract shall receive, as vacation pay, one fifth (1/5) of the total salary earned between the date of the beginning of his/her last contract and the effective date of his/her departure.

Terms and Conditions for Taking Vacation

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

8-2.04

Generally speaking, between June 15 and September 1, with the exclusion of June 24 (Fête nationale), a regular professor shall be entitled to a paid vacation period.

However, when the pedagogical objectives of a particular course, option or program are of such a nature that a regular professor must teach during the period between June 15 and September 1, the College, after consulting with the Union in accordance with article 4-3.00, may provide for paid vacations at another time during the contract year.

Article 8-3.00 - Teaching Load**8-3.01****a) Section 1**

The teaching load includes, in particular, the following activities:

- preparation of the course outline;
- preparation of classes, labs and fieldwork;
- 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 required activities;
- special support and supervision activities included in the individual teaching load by way of the CL, and compatible with those subjects listed in the professor's contract and with his/her experience.

b) Section 2

For some professors, the teaching load also includes the following activities:

- departmental coordination;
- program committee coordination;
- participation in program committee meetings to which the professor has been appointed by his/her department¹;

and also, with the professor's agreement:

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

¹ When a professor has been appointed as a participant in more than one program committee, he/she shall not be required to attend all meetings.

8-3.02

With respect to the recognition of time worked, without limiting the scope articles 4-1.00, 8-3.00, 8-5.00 and 8-8.00, and without increasing the workload of CEGEP professors, the provincial parties agree that recognized time work shall also include collaborative school life activities inherent in the programs, as well as pedagogical activities mentioned in paragraph d) of this clause.

- a) In the 32.5 hours a week of availability specified in article 8-8.00 of the collective agreement, each full-time professor shall devote one hundred and seventy-three (173) hours every teaching year to pedagogical activities and collaborative school life activities inherent in the program.
- b) Of the hours provided for in the preceding paragraph, each professor shall devote eighty per cent (80%) to the pedagogical activities mentioned in this clause, unless the professor and the College agree otherwise. The other hours shall be devoted to collaborative school life activities inherent in the program.
- c) Each part-time professor on leave or on leave for disability shall devote to the activities mentioned in paragraph a) of this clause a number of hours per teaching year in proportion to his/her FTE. Professors on leave for union activities shall be excluded from this obligation, in proportion to the FTE of his/her leave. A professor on availability shall devote, each teaching year, a minimum of eighty per cent (80%) of the hours provided for in paragraph a) of this clause to such activities.
- d) The pedagogical activities covered by this clause include:
 - support and supervision activities;
 - pedagogical activities (not limited to courses);
 - aid to other professors;
 - information and promotional activities related to the development of the College;
 - other activities related to the improvement of the success rate, after agreement with the department and the College.
- e) Based on the College's priorities and taking into account its strategic plan, the department, in accordance with the terms and conditions set out in article 4-1.00 and without limiting the scope of clause 8-3.01, shall identify, evaluate and assign the pedagogical activities involved in a project. This assignment shall take into account the choices, competencies and interests of professors and shall be submitted to the College for approval.

The College's priorities shall be such that they allow for the implementation of more than one (1) type of activity mentioned in paragraph d) of this clause.

In exceptional circumstances, the department and the College may agree to assign other pedagogical activities which, while they are not among the College's priorities, meet a specific need.

- f) In his/her first (1st) two (2) semesters teaching at the College, a professor shall have recognized the time required for integration and participation in pedagogical activities for the purposes of paragraph d) of this clause.
- g) The number of hours devoted to a pedagogical activity shall include the time devoted to preparation, the activity itself and follow-up.
- h) At the end of each year, each professor shall report to the members of the department the pedagogical activities performed in order to evaluate their impact and make recommendations. This information is included in the department's annual report as provided for in clause 4-1.13.
- i) After agreement between the department and the College, and at his/her request, a professor may be assigned to other pedagogical activities than those originally assigned.

8-3.03

Unless the parties agree otherwise, a professor shall:

- a) personally compile the marks for each test, examination or project he/she assigns to students;
- b) hand in the marks in accordance with the technical regulations issued by the College;
- c) hand in a final mark for each course no later than five (5) working days after the end of each of the semesters in the school calendar.

Faculty Meetings

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

8-3.04

Insofar as possible, the timetable shall allow for consecutive periods without classes to facilitate faculty meetings.

Article 8-4.00 - Number of Regular Professors**8-4.01**

- A) Not later than March 31 of a teaching year, the Ministère shall send to each College or campus the financial procedures used to determine the total number of full-time professors or the equivalent to which it is entitled during the following teaching year.

In addition, the Ministère shall forward at the same time the distribution of the amounts granted to each College under Appendix VIII-9

At the same time, the Ministère shall send the FEC (CSQ) and each union the documents provided for in the preceding paragraphs.

- B) The financial procedures used by the Ministère shall determine the value of three (3) numbers:
- the resources allocated for all activities mentioned in Section 1 of clause 8-3.01;
 - the resources allocated for all activities mentioned in Section 2 of clause 8-3.01;
 - the resources allocated for the purposes of clause 8-4.05.

plus the amounts allocated under:

- Appendix VIII-9;
- Appendix VIII-12 12 for the 2021–2022 and 2022–2023 contract years.

8-4.02

The number of full-time regular professors or the equivalent allocated by the Ministère for the teaching duties listed in Section 1 to any given College or campus for a teaching year shall include:

- a) the number given in column A of Appendix VIII-2;
- b) the number obtained by applying the other appropriate financing provisions to the number of students enrolled in each course or program, as the case may be, taught at the College or campus in the regular teaching program.
- c) the number of regular full-time professors or the equivalent corresponding to thirty-five percent (35%) of the resources provided for in Appendix VIII-9, unless the parties agree on a different percentage.

The number allocated for the activities listed in Section 1 shall include a number of full-time professors or the equivalent who, after an agreement is reached between the parties, may be assigned to internal union duties. The number of professors shall then be adjusted in accordance with clause 8-4.10.

Once an agreement is reached between the parties, a number of full-time professors or the equivalent allocated to a College by virtue of this clause may be assigned to activities listed in clause 8-3.01 b).

8-4.03

The number of full-time professors or the equivalent for Section 1 shall also include the resources allocated by the Ministère to a college or campus under Appendix VIII-5. One hundred per cent (100%) of these resources shall be used, for the purposes for which they are allocated; they may not be applied to overhiring.

8-4.04

- a) The minimum number of regular full-time professors or the equivalent allocated by the Ministère for section 2 to a given college or campus for a teaching year shall be determined by applying the provisions of the following paragraphs and by adding to it the number provided for in column B of Appendix VIII-2. The number of professors shall then be adjusted in accordance with clause 8-4.10.

Each college or campus shall be allocated annually one (1) full-time professor or the equivalent for every eighteen (18) full-time professors or the equivalent allocated to Section 1 in accordance with clauses 8-4.02 and 8-4.03.

However, colleges to which fewer than six (6) full-time professors or the equivalent have been allocated in accordance with the preceding paragraph shall receive an allocation of a minimum of six (6) full-time professors or the equivalent.

This minimum shall not apply to the following teaching units or to colleges or teaching units created after the signing of this collective agreement.

Colleges

Teaching Units

Gaspésie et des Îles

Centre d'études collégiales des Îles-de-la-Madeleine

Matane

Centre matapédien d'études collégiales du Cégep de Matane

Rimouski

Institut maritime du Québec
Centre matapédien d'études collégiales du Cégep de Rimouski

Victoriaville

École nationale du meuble et de l'ébénisterie, division Montréal

Unless a different agreement is reached between the parties, seventy-five per cent (75%) of the resources established in the second (2nd) and third (3rd) subparagraphs of paragraph a) shall be set aside for departmental coordination and twenty-five per cent (25%), for the coordination of program committees.

- b) As of the 2021–2022 contract year, the number of regular full-time professors or the equivalent provided for in column D of Appendix VIII-2 shall be used one hundred percent (100%) for the purposes of program coordination and may not be applied to overhiring.
- c) As of the 2021–2022 contract year, the number of regular full-time professors or the equivalent provided for in Column E of Appendix VIII-2 shall be used one hundred percent (100%) for the purpose of coordinating nursing placements, and may not be applied to overhiring.
- d) As of the 2021–2022 contract year, the number of regular full-time professors or the equivalent provided for in Column F of Appendix VIII-2 shall be used one hundred percent (100%) for the purpose of coordinating nursing placements, and may not be applied to overhiring.

8-4.05

- a) The number of regular full-time professors or the equivalent provided for in column C of Appendix VII-2 shall be allocated to the College for the purpose of implementing its strategic development plan.

These additional teaching resources shall be allocated in particular for the purposes of program activities, professional development in a given subject as well as in teaching methods, improvement of the student success rate, technology transfer, research and professional integration. They cannot be used for activities related to the calculation of individual workload, that is, CI_p and CI_s provided for in Appendix VIII-I.

However, they may serve to create a full-time or part-time teaching load in continuing education.

- b) The residual part of the number of professors provided for in paragraph c) of clause 8-4.02 shall be used for the activities mentioned in Appendix VIII-9.
- c) The number of regular full-time professors or the equivalent provided for in Appendix VIII-12 shall be allocated for activities provided for in clause 8-3.01 in order to support professors in their research and development of activities specific to distance education.

These resources are used 100% for the purposes for which they are allocated and cannot be charged to overhiring.

8-4.06

After having established its course or program enrolment estimates, as the case may be, for the following teaching year, the College shall prepare a staffing proposal for the apportionment of its teaching personnel indicating the number of professors to be allocated to each subject and it shall give said proposal to the Union no later than May 1. This proposal shall take into account the allocation received by the College under the terms of clauses 8-4.02, 8-4.03, 8-4.04 and 8-4.05.

Failing an agreement and after three (3) weeks' delay, the College shall apply the tabled proposal, taking into consideration the fluctuations in course and program enrolment that may occur. However, this delay shall not invalidate the deadlines and procedures involved when a professor is placed on availability.

8-4.07

The number of positions in each subject shall be determined:

- by the whole part of the number of professors allocated to the subject:
 - by virtue of Section 1, plus the number allocated for departmental coordination, for program committee coordination and coordination of internships,
 - only thirty-five percent (35%) of the resources provided for in Appendix VIII-9, unless the parties agree on a different percentage,if the fractional part of the allocation is less than 0.90;
or
- by the next higher whole number of professors allocated to the subject:
 - by virtue of Section 1, plus the number allocated for departmental coordination, for program committee coordination and coordination of internships;
 - only thirty-five percent (35%) of the resources provided for in Appendix VIII-9, unless the parties agree on a different percentage,if the fractional part of the allocation is equal to or greater than 0.90. In this case, the difference between the higher whole number and the fractional part of the allocation shall be deducted from the total number of professors allocated under the provisions of clauses 8-4.02 and 8-4.04.

Following agreement between the parties to this effect and in order to reduce as much as possible the number of professors placed on availability as well as for reasons related to difficulties in the recruiting of professors, to the nature of subjects being taught or to local teaching practices, the College may create or maintain a teaching position in a subject by regrouping residual teaching duties from different subjects. The subject of the teaching position so created or maintained shall be specified in the above agreement.

The number of professors assigned to a subject for the purpose of teaching multidisciplinary and complementary courses shall be calculated for the purpose of determining the number of positions in the subject. The terms and conditions for the distribution of multidisciplinary and complementary courses to the subjects shall be determined by agreement between the parties. This agreement shall include provisions to avoid professors being placed on availability.

In addition, the resources available to the College under column C of Appendix VIII-2 and of Appendix VIII-12 cannot be counted in the determination of the number of positions.

8-4.08

For the purposes of applying this article, part-time professors and hourly paid professors shall be counted in FTE by means of the following formulas:

$$\text{FTE of a part-time professor} = \frac{C_i}{80}$$

$$\text{FTE of an hourly paid professor} = \frac{\text{The total number of periods stipulated in the contract}}{525}$$

However, the FTE of a part-time professor holding a contract requiring full-time teaching duties for one (1) semester shall be 0.5.

8-4.09

Prior to September 30, the College shall meet with the Union in accordance with article 4-3.00 in order to evaluate the impact created by any changes in student enrolment.

The College shall give the Union a statement on the utilization of teaching resources by subject for each of the sections and for columns C, D, E and F of Appendix VIII-2 allocated in accordance with this article in November for the fall semester and, at the latest, at the moment the staffing allocation proposal is tabled for the following year for the fall and winter semesters.

8-4.10

In November, the College shall give the Union a statement on the utilization of teaching personnel for the preceding teaching year.

- a) If at the end of a teaching year, the College has not hired the total number of professors allocated in accordance with clauses 8-4.02 and 8-4.04, the number of full-time professors or the equivalent not hired shall be added, following the

application of clause 8-4.04, to the number of professors allocated under the terms of this article for the following year.

Of this number of full-time professors or the equivalent who were not hired, fifty per cent (50%) shall be added to the number stated in Section 1.

The other fifty per cent (50%) shall be used, at the College's discretion, to add resources to Section 1 or to make up or complete a bank of teaching resources: this bank shall not be greater than two per cent (2%) of the total allocation made to the College for the given year. However, if for the given year, the total allocation made to the College is less than the total allocation of the preceding year, the two per cent (2%) limit shall apply to the total allocation of the preceding year.

- b) If on the contrary, at the end of a teaching year, the College has hired in excess of the number of professors allocated under the provisions of clauses 8-4.02 and 8-4.04, the number of full-time professors or the equivalent exceeding the limit shall be deducted following application of clause 8-4.04 from the number of professors allocated under the terms of this article for the following year.

This excess number of full-time professors or the equivalent shall first be subtracted from the bank mentioned in this clause and then, if necessary, deducted from the resources of the section that generated the deficit, if possible, or if not, at the College's discretion.

For the 2020–2021 contract year, this paragraph shall be replaced by the following:

If, at the end of the 2020–2021 teaching year, the College has hired more professors than the number set out in clauses 8-4.02 and 8-4.04 due to the pandemic, the number of full-time professors or the equivalent hired in excess shall be subtracted, after applying clause 8-4.04, from the teaching resources allocated in accordance with this article for the 2022–2023 teaching year.

The number of full-time professors or the equivalent hired in excess shall first be subtracted from the reserve stated in this clause and then, if necessary, shall be applied to the resources allocated to the component that generated the deficit, insofar as it is possible to identify it, or, if it is not possible to identify it, to the component chosen by the College.¹

8-4.11

An advisory committee on teaching workloads shall be created. This committee shall be made up of two (2) professors appointed by the FEC (CSQ), representatives of the Ministère and the Fédération des cégeps, two (2) professors appointed by the FNEEQ (CSN), if this federation so desires.

The mandate of this advisory committee shall be:

¹ Letter of Agreement 2015–2020 – number 12 of December 9, 2020, concerning the amendment of certain provisions of the 2015–2020 collective agreement and a list of measures put in place in certain CEGEPs due to the health crisis.

a) to advise the Ministère on the allocation made to each of the colleges under the terms of this article;

b) **Individual teaching load**

- to identify problems with the current individual teaching load model, that is, CI;
- to make an inventory of hypotheses for identifying improvements in the recognition of teaching load;
- to produce a report, for presentation to their respective parties, outlining the work.

Furthermore, at the request of the provincial parties, this committee shall undertake technical studies on teaching loads and their parameters. In this respect, the provincial parties shall determine for each and every year, the subject matter of these technical studies made and the methods to be used.

This committee shall report all conclusions and the results of its studies to both the provincial employer committee and the provincial union committee.

Committee members shall not be entitled to any remuneration for their services on this committee, but their respective employers shall pay them their salaries for the duration of their leave.

Travel and accommodation expenses of committee members shall be paid by their respective employers, in accordance with regulations set by the provincial parties.

Each committee member shall enjoy all rights and benefits to which he/she is entitled to during a normal teaching year.

The annual leave for professors appointed by the FEC (CSQ) shall be set at one (1) full-time professor or the equivalent.

Terms of Agreement for the Apportionment Proposal

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

8-4.12

The College shall prepare a proposal for the apportionment of its teaching personnel and shall present said proposal to the Union at a meeting called under the terms of article 4-3.00.

The College and the Union shall then have three (3) weeks to come to an agreement on the apportionment of professors among the different subjects.

Article 8-5.00 - Calculation of a Professor's Workload

8-5.01

The annual teaching load of a professor shall be expressed in terms of credits per week, and its definition shall be subject to the following restrictions:

- a) unless the College and the Union agree otherwise, a professor's annual teaching load shall be spread over two (2) consecutive semesters;
- b) a professor's annual teaching load may, in order to meet teaching needs, be divided unevenly between the two (2) semesters, but this unequal distribution may not have the effect of requiring a full-time professor to teach more than fifty-five (55) credits during the same semester, unless the Union and the College agree otherwise;
- c) a professor's teaching load shall be established in accordance with Appendix VIII-1.

During the second (2nd) semester, the College shall not require that a professor, without his/her express consent, assume a teaching load that would give him/her a total teaching workload of more than eighty-five (85) credits;

- d) when a professor's total annual teaching load exceeds eighty five (85) credits, this professor shall be remunerated for the excess part of his/her workload (additional workload) in accordance with clause 6-1.03.

The number of class periods to be remunerated as additional workload shall be determined by means of the following formula:

$$\text{The number of class periods remunerated as additional workload} = \frac{CA}{3} \times 15$$

where

$$\text{Additional workload: } CA = Cl_t - 85$$

The full-time equivalence of a professor's additional workload shall be calculated by means of the following ratio:

$$\frac{\text{Number of class periods remunerated as additional workload}}{525}$$

8-5.02

The workload assigned to a professor on availability but not relocated shall be calculated in accordance with Appendix VIII-1. The same shall apply to the workload of a professor covered by clause 5-4.22.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

8-5.03

Once the number of professors allocated to a department has been determined, this department's teaching load shall be equitably distributed among the professors in this department.

This apportionment shall be done by the department and submitted to the College for approval. It shall take into account any reduction in teaching load, if applicable.

8-5.04

At least forty-five (45) days before the beginning of each regular semester, the College shall inform the professor in writing of the course or courses which he/she will have to teach, except in the case of a professor who has been placed on availability and not relocated elsewhere.

8-5.05

At least five (5) working days before the beginning of each semester, the professors' timetables shall be deposited in their respective mailboxes.

8-5.06

The information provided for in clauses 8-5.04 and 8-5.05 shall be forwarded to the Union.

8-5.07

No later than October 31 for the fall semester and no later than March 1 for the winter semester, the College shall send the details of each professor's workload to the Union. This information for each professor shall include:

- a) the professor's title (full-time, part-time, hourly paid);
- b) the courses assigned to him/her;
- c) the number of sections for each course assigned;
- d) for each course section, the number of students registered on September 20 and on February 15 for the fall and winter semesters, respectively;
- e) the reduction in teaching load and the reasons thereof.

Article 8-6.00 - Continuing Education**8-6.01**

Unless otherwise stipulated, the collective agreement shall apply to continuing education professors, subject to the provisions of this article.

8-6.02

The selection process for the continuing education teaching staff is determined by the College and shall involve at least one (1) professor, as follows:

- a) a continuing education professor in the subject of the available teaching duties;
- b) alternatively, a professor, identified by the Union, from the continuing education program or, alternatively, from the regular program.

However, the parties may agree to convene a joint selection committee for regular teaching and continuing education.

8-6.03

If the College assigns teaching duties in continuing education, it shall hire professors in the following order of priority:

- 1. the professor placed on availability by the College for a teaching load in his/her subject;
- 2. a non-tenured full-time or part-time professor at the College until the end of the third (3rd) year immediately following the year during which he/she had a teaching load under Appendix VIII-4 in the subject of the teaching load to be filled, if he/she applies in writing within the time frame provided for in the collective agreement;
- 3. a non-tenured professor at the college until the end of the third (3rd) year immediately following the year during which he/she had a teaching load in the subject of the teaching load to be filled, subject to pedagogical difficulties, if he/she applies in writing within the time frame provided for in the collective agreement.

In the event that many professors have equal priority for the same teaching load, in the same subject, the College shall hire the professor with the most seniority for purposes of job security and, seniority being equal, the professor with the most experience and, experience being equal, the professor with the most schooling.

However, for the sole purpose of determining the job priority for the winter semester, a professor may not be recognized as having accumulated more than zero point five (0.5) FTEs in the fall semester (or its equivalent, in the continuing education sector, for the period from August 1 to the beginning of the winter semester as set out in the school calendar).

Seniority shall be calculated as follows:

- i. for a professor holding a fixed-term contract, seniority shall be calculated on the basis of the current contract, until its expiry;
- ii. for a professor holding a fixed-term contract, seniority shall be calculated at the time when the notice provided for in clause 5-1.12 is sent to the Union.

Seniority to which a professor is entitled for temporary substitute teaching shall be accrued only once a year, that is, at the time when the official seniority list is established. However, in order to establish the order of priority for the following contract year, seniority for temporary substitute teaching shall be calculated at the time when the notice provided for in clause 5-1.12 is sent to the Union.

The application of the above hiring priorities shall be subject to the application of clause 5-1.13.

The provisions of an equal access to employment program as defined in article 2-4.00 may modify or replace the seniority, experience and schooling criteria in hiring priorities 2 and 3.

Subject to the provisions of clause 5-4.07, paragraph I), the teaching load resulting from the application of one of the above hiring priorities shall be calculated in accordance with the provisions of clause 8-6.05.

The use of one of these hiring priorities shall not require the College to assign to a professor, in the course of a given semester, a total teaching load in excess of 0.6875 as calculated using the formula defined in clause 8-6.05.

The above hiring priorities shall be subject to the provisions of clauses 5-1.09 and 5-1.10 of the collective agreement.

8-6.04

A professor who holds a teaching load in continuing education provided for in Appendix VIII-4 and a professor placed on availability who holds a teaching load resulting from the application of hiring priority 1 provided for in this article may be allowed to replace his/her teaching duties, in part or in whole, with those of another professor teaching in the regular program, subject to the College's approval.

8-6.05

The teaching load of a professor placed on availability as a result of applying hiring priority 1, the teaching load of a professor benefiting from the salary protection provided for in clause 5-4.22, for the workload corresponding to his/her salary protection, and that of the non-tenured professor having a teaching load in continuing education provided for in Appendix VIII-4 shall be calculated in accordance with article 8-5.00.

For all other teaching duties in continuing education, professors shall be hired as hourly paid professors in continuing education and shall be paid as such.

The FTE of the teaching load of the professor in question shall be calculated using the following formula:

$$\text{FTE} = \frac{\text{CI}}{80} + \frac{\text{Number of teaching periods in continuing education or in summer courses}}{525}$$

8-6.06

The activities covered by the recognition of prior learning and competencies shall be offered first to a non-tenured professor employed by the College with a teaching load of less than one (1) FTE in the subject concerned.

For these activities, the professor shall be remunerated in accordance with clause 6-1.04.

8-6.07

Unless the parties agree otherwise, chapter 7-0.00 shall not apply. Continuing education professors shall not be counted for the purposes of calculating the sums provided for in article 7-1.00.

8-6.08

The grievance and arbitration procedures provided for in articles 9-1.00, 9-2.00 and 9-3.00 shall apply to continuing education professors for the provisions of the collective agreement which are applicable to them.

8-6.09

The parties may, by agreement, include continuing education professors within a regular education department and specify to which departmental activities they shall contribute.

When continuing education offers a program of study for which there is no reference DCS or no DCS related to regular education, the parties may, by agreement, provide another place of exchange within the program, taking into account the activities and duties provided for in article 4-1.00.

8-6.10

The College shall inform the Union, at the latest on October 15 and February 28, of the teaching loads assigned under Appendix VIII-4 for the current contract year. At the latest on October 15, the College shall inform the Union of the number of teaching loads from the previous contract year.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

8-6.11

The following shall not apply:

- a) paragraphs a) and b) of clause 4-3.11;
- b) paragraphs a), b) and c) of clause 4-3.12.

Article 8-7.00 - Summer Courses**8-7.01**

Should the College fill a teaching load for summer courses, it shall hire professors in the following order of priority:

1. a professor at the College placed on availability, for a teaching load in his/her subject, when his/her teaching duties end after June 24, provided he/she applies in writing within the deadlines provided for in the collective agreement;
2. a non-tenured professor with hiring priority in the regular teaching program, for a teaching load in his/her subject, subject to difficulties of a pedagogical nature, provided he/she applies in writing in accordance with clause 5-1.11.

In the event that many candidates have equal priority for the same teaching load, in the same subject, the College shall hire the candidate with the most seniority for purposes of job security and, seniority being equal, the candidate with the most experience and, experience being equal, the candidate with the most schooling.

Seniority shall be calculated as follows:

- i. for a professor holding a fixed-term contract, seniority shall be calculated on the basis of the current contract, until its expiry;
- ii. for a professor holding an open-ended contract, seniority shall be calculated at the time when the notice provided for in clause 5-1.12 is sent to the Union.

The seniority to which a professor is entitled for temporary substitute teaching shall be accrued only once a year, that is, at the time when the official seniority list is established.

The provisions of an equal access to employment program as defined in article 2-4.00 may modify or replace the seniority, experience and schooling criteria in hiring priority 2.

The above hiring priorities shall be subject to the provisions of clause 5-1.13; moreover, subject to the provisions of clause 5-1.05 c), the application of these priorities may not oblige a professor to teach more than one (1) course during the summer semester.

The teaching load of a professor placed on availability as a result of the application of hiring priority 1, the teaching load of a professor covered by the provisions of clause 5-1.05 c), and that of the professor benefiting from the salary protection provided for in clause 5-4.22 shall be calculated in accordance with article 8-5.00.

With the exception of the professors covered by the preceding paragraph, a professor shall be hired and paid as an hourly paid professor.

The above hiring priorities shall be subject to the provisions of clauses 5-1.09 and 5-1.10 of the collective agreement.

Article 8-8.00 - Availability

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

8-8.01

- a) A full-time professor shall be available to the College for six and a half (6 1/2) hours per day, from Monday to Friday. This availability shall be established for a minimum of one (1) semester, between 8:00 a.m. and 11:00 p.m., unless the parties agree otherwise.

A professor on availability cannot be required to be available to the College for a period greater than that equivalent to his/her salary in proportion to the annual salary he/she would receive if he/she had a full teaching load.

- b) A part-time professor shall be available for a time period equivalent to his/her teaching load, in proportion to that of a full-time professor.

Five (5) days at the latest prior to the beginning of the teaching year or the beginning of each semester, the College shall inform the professor of the period in which he/she is to be available to the College in order to carry out teaching duties in accordance with the provisions of subparagraphs 1) and 2) of clause 5-4.22, paragraph C). This period of availability cannot be greater than that equivalent to his/her salary protection. The College and the professor may agree to modify this period of availability. The professor cannot withhold his/her consent without good reason.

8-8.02

- a) When the timetable where fieldwork is being done so requires, the College may establish the professor's availability outside of the regular timetable provided for in clause 8-8.01 a).
- b) When a teaching assignment requires more than six and a half (6 1/2) hours of availability per day, the College shall recognize the professor's right to a period of non-availability at another time during the week, so that his/her weekly availability does not exceed thirty-two and a half (32 1/2) hours. This period shall be established after agreement between the College and the professor.

8-8.03

Within the framework of this article, the following restrictions shall apply:

- a) a minimum of fourteen (14) hours shall have elapsed between the end of the availability period of one day and the beginning of the next availability period;
- b) the availability period shall be completed within a span of ten (10) hours.

8-8.04

Unless the parties agree otherwise, the professor shall have one and a half (1 1/2) hours, between 11:00 a.m. and 2:30 p.m. for lunch, and between 4:00 p.m. and 7:30 p.m. for supper.

8-8.05

A professor shall normally perform his/her duties on College premises. He/she shall be required to be there when the duties of his/her workload so require.

8-8.06

A professor who teaches in more than one building or campus of the same college shall be allowed a reasonable amount of time for commuting within his/her weekly period of availability. The expenses incurred for these trips shall be reimbursed to the professor in accordance with the provisions of article 6-7.00.

CHAPTER 9-0.00 - GRIEVANCES AND ARBITRATION**Article 9-1.00 - Grievance Procedure****9-1.01**

The parties shall make an effort to prevent or settle grievances on a local level, insofar as possible, and where applicable through meetings between the College and the Union as provided for in the Article 4-3.00 or by the Dispute Prevention and Grievance Settlement Committee provided for under Article 9-4.00.

9-1.02

The College and the Union shall comply with the procedure provided for in this article in order to arrive at a settlement as quickly as possible.

9-1.03

A professor, a group of professors or a union who wishes to file a grievance shall submit the grievance to the College in writing within thirty (30) working days after learning of the fact giving rise to the grievance, but no later than six (6) months after the occurrence of that fact. The period of thirty (30) working days shall not begin until the beginning of the second (2nd) month of the teaching year or the hiring of a new professor.

In the case of a grievance involving psychological or sexual harassment, the deadline shall be two (2) years after the last incidence of the psychological or sexual harassment.

Moreover, the deadlines provided for in this clause shall not apply during the vacation period provided for in article 8-2.00.

9-1.04

For the purposes of submitting a grievance in writing, the appropriate form (Appendix IX-1) shall be filled out by the professor, the group of professors or the Union, establishing the facts giving rise to the grievance and mentioning the clauses of the collective agreement that may be involved, to the extent that this is possible, and if applicable, the corrective measure required.

9-1.05

Once the College has been officially informed of the grievance, it shall have ten (10) working days to provide its answer in writing, unless either of the parties has resorted to the fifth (5th) paragraph of clause 9-1.03. In the latter case, the deadline for the College's answer shall be ten (10) working days after the meeting of the parties.

The deadlines provided for in the present clause shall not apply during the vacation period provided for in article 8-2.00.

9-1.06

The formulation of a grievance may be amended subsequent to its submission, on the condition that the amendment does not change the nature of the grievance.

A technical error in the formulation of a grievance, including its presentation in writing otherwise than on the form provided for in this article, shall not affect its validity.

9-1.07

The deadlines provided for in this article shall be mandatory and may only be modified by written agreement between the College and the Union.

Article 9-2.00 - Arbitration Procedure**9-2.01**

If the Union, the group of professors or the professor is not satisfied with the College's decision after resorting to the grievance procedure and wants to submit the grievance to arbitration, the Union, group of professors or the professor shall give written notice to the chief arbitrator, on the form appearing in Appendix IX-2, or on the records office online form, within sixty (60) working days after the deadline provided for in clause 9-1.05 has expired.

The date on the registered mail receipt or on the fax transmission report, or the date the email was sent, shall constitute sufficient proof in the calculation of the required time limits. The deadline provided for in this clause shall not apply during the vacation period provided for in article 8-2.00. This deadline shall be mandatory and cannot be extended without the written consent of the parties.

A seven (7) year expiry period shall apply to all complaints not entered on the arbitration roll. This period shall start from the date of inscription of the complaint to the Greffe des tribunaux d'arbitrage du secteur de l'Éducation.

For complaints entered before the coming into force of the 2015-2020 collective agreement, the deadline shall start as of date of signature of said collective agreement.

9-2.02

The chief arbitrator in the education sector shall ensure the proper functioning of the arbitration boards covered by this agreement, in collaboration with the chief clerk.

The chief clerk shall see to the proper functioning of the records office for the arbitration boards in the education sector.

9-2.03

Upon receiving the arbitration notice as provided for in clause 9-2.01, the records office shall open a file to which it shall give a case number and shall send a copy of the arbitration notice as provided for in clause 9-2.01 along with the case number to the Union, the College, the Fédération des cégeps and the Ministère. Moreover, the records office shall send an acknowledgement of receipt to the professor in question, indicating the case number, if applicable.

9-2.04

The chief arbitrator shall call to a meeting, by means of a written notice at least ten (10) working days in advance, the representatives of the Fédération des cégeps, the FEC (CSQ) and the Ministère in order to:

- a) prepare the monthly arbitration roll and set the time, date and place where the hearings are to be held;
- b) assign an arbitrator chosen from the list appearing in clause 9-2.07;

- c) indicate the type of arbitration.

At this meeting, the representatives of the provincial parties shall submit a list of grievances to be added to the monthly arbitration roll for the following meeting as well as the proposed procedures.

The provincial parties shall mutually guarantee four (4) days of hearings per month, during the months of September through May.

9-2.05

The party that requests a postponement or cancellation within thirty (30) days of the date set for a hearing shall pay a cancellation fee of four hundred dollars (\$400) to the arbitrator.

This penalty to be paid as a cancellation or postponement fee as provided in the previous paragraph, as required, is the responsibility of:

- a) the party who discontinues their grievance or by the party who upholds it;
- b) the party who requests a postponement, or shared equally between the parties in the case of a joint request;
- c) in case of settlement, regardless of the number of such grievances and of the nature of the settlement of these grievances, the penalty to be paid out as cancellation fees as well as the arbitrator's expenses and fees, as required, are borne equally between the parties based on the terms of the settlement; upon request of one of the parties, the arbitrator who takes note of the settlement may determine different shares.

This clause applies to any pending dispute since April 1, 2010.

9-2.06

The records office shall notify the Union, the College and the provincial parties of the time, date and place of the hearing. Moreover, it shall provide the arbitrator with a copy of the grievance and arbitration notices. Within ten (10) working days following receipt of this notice, the provincial parties shall name their assessors, if applicable, and shall so advise the records office.

9-2.07

Subject to clause 9-2.09, a grievance submitted to arbitration under the terms of the collective agreement shall be heard by an arbitration board made up of one (1) arbitrator.

However, when drawing up the arbitration roll, one or the other party may request that the grievance be submitted to an arbitration board made up of one (1) arbitrator and two (2) assessors appointed by the provincial parties.

The arbitrator shall be chosen from among the following:

Bastien, François	Ladouceur, André
Beaupré, René	Laplane, Pierre
Bertrand, Richard	Lavoie, André G., chief arbitrator
Bertrand, Yvan	Lecompte, Natacha
Brassard, Claire	Lévesque, Éric
Brault, Serge	Martin, Claude
Cavé, Johanne	Massicotte, Nathalie
Côté, André C.	Ménard-Cheng, Nancy
Faucher, Nathalie	Morency, Jean M.
Ferland, Gilles	Rochon, Serge
Flynn, Maureen	Saint-André, Yves
Garneau, Dominic	Tousignant, Lyse

The list of arbitrators shall be reviewed by the trade union of the college sector, if necessary, during the term of the collective agreement or at the time of its renewal.

9-2.08

Any vacancy on the arbitration board shall be filled in accordance with the procedure established for the original appointment.

9-2.09

Unless the provincial parties agree otherwise, grievances lodged under any of the following headings shall be heard by an arbitration board made up of one (1) arbitrator and two (2) assessors appointed by the provincial parties:

- Article 5-4.00 - Job Security;
- Article 8-4.00 - Number of Regular Professors.

Clauses of this article relating to the arbitration board made up of one (1) arbitrator and no assessors shall apply, with the necessary adjustments, to the arbitration board defined in this clause.

The arbitrator can only hear cases in the presence of two (2) assessors, unless one (1) assessor, after having been called to a meeting in writing, does not appear and fails to appear after having been notified in writing at least seven (7) days before a hearing or deliberation.

The assessor's duties shall be to assist the arbitrator and to defend his/her party's position during the hearing and the deliberation.

An assessor shall be qualified to sit on an arbitration board whatever his/her past or present activities, interest in the dispute or position in the Union, the College or elsewhere.

9-2.10

The arbitration board shall, as diligently as possible, deal with the grievance. In the exceptional case of written pleadings, the board shall set the mandatory time limit for presentation of said arguments. With the consent of the parties, the board may modify these time limits.

The arbitrator shall ensure the proper respect for the rules and regulations of the records office, in particular those appearing in clause 9-3.04.

9-2.11

The arbitration board shall hold its sessions in public and in the College unless the parties agree otherwise. The board, may, however, order a session in camera.

9-2.12

The FEC (CSQ), the Fédération des cégeps or the Ministère shall be within its rights to intervene prior to the full presentation of the evidence.

9-2.13

The board shall render its decision within ninety (90) days following the date on which the evidence and the arguments are concluded. However, the arbitrator may have the deadline extended by written agreement between the parties. Nevertheless, a decision shall not be nullified by the fact that it is made after this time limit has expired or if the time limit has been extended by agreement between the parties.

With the consent of the provincial parties, failure to render a decision within the time limit mentioned in the preceding paragraph shall provide sufficient reason to assign no further cases to the arbitrator concerned and as long as he/she has not ruled on all his/her cases.

9-2.14

At any time before its final decision, an arbitration board may render any interim or interlocutory decision it believes to be fair and useful.

The decision of the arbitration board shall be justified in writing and signed by the arbitrator.

9-2.15

The decision of the arbitration board shall be binding on all parties and shall be executed with the least possible delay and before the expiry of the time limit specified in said decision. The arbitrator shall give the original signed judgment to the records office. The records office shall forward a copy of the judgment to the College, the Union and the provincial parties.

9-2.16

The arbitration board shall decide on grievances in conformity with the law and with the provisions of the collective agreement, without adding to, detracting from or modifying any provision therein.

9-2.17

Grievances related to clauses 5-4.07 to 5-4.12 and clause 5-4.17 a) and b) shall have priority over other grievances.

In these cases, the College shall receive the grievance on behalf of all colleges and shall be part to all arbitration procedures until the arbitration board determines which colleges, whether or not they are mentioned in the grievances, are involved, following the evidence given. A college's decision to accept or refuse grievances involving other colleges shall be void and without effect. An error by the placement office may not be cited in opposition to the admissibility of a grievance or the execution of an arbitration decision. When the board judges a grievance to be valid, it shall reinstate the professor's rights and decide to which college the professor should report, either to remain, return, be relocated or be evaluated, as the case may be.

Any relocation resulting from an arbitration decision shall be postponed until the beginning of the next teaching year.

A professor may waive the execution of a decision and remain in his/her current situation. He/she shall then notify the placement office within fifteen (15) working days of receiving the arbitration decision, and the placement office shall inform the college(s) concerned.

The board's decision shall be executory and binding on the professor, the Union, the college(s) concerned and the placement office, if applicable.

9-2.18

Grievances stemming from an error in the calculation of remuneration or from an error in the assessment of documents pertaining to schooling and handed in within the required time period, may be submitted at any time.

Grievances stemming from an error in the assessment of information pertaining to experience and submitted within the required time period, shall be prescribed five (5) years after the actual time of assessment.

Should the board render a favourable decision, the professor submitting the grievance shall have the right to the amount he/she should have received had the error of calculation of remuneration or of assessment of said documents not been made.

9-2.19

When a grievance is filed because of a monetary dispute, the professor who submitted the grievance shall not be required to state the amount before asking the board to rule on his/her right to the sum of money.

If a grievance is accepted as well-founded, but the parties cannot agree on the amount to be paid, a simple notice addressed to the board shall suffice to submit the issue for a final decision. The arbitration board can order that any sum due to the plaintiff be paid with interest at the rate fixed by regulation under section 28 of the Act respecting the ministère du Revenu (CQLR, chapter M-31), from the date when the sum became due.

9-2.20

Should the arbitration board decide that a grievance is well-founded, it shall be empowered to provide compensation to the plaintiff for damages sustained, if applicable.

9-2.21

Each party shall pay its own arbitration expenses.

As of September 1, 2009, the only cases where the Ministère directly bears the cost of expenses and fees of the arbitrators and mediators are those specifically provided for in the collective agreement.

9-2.22

The fees and expenses of the arbitrator shall be the responsibility of the losing party. If the grievance is accepted in part, the sharing of the fees and expenses shall be determined by the arbitrator.

Notwithstanding the preceding paragraph, in the case of a grievance related to a disciplinary dismissal, the fees and expenses of the arbitrator shall be payable by the Ministère.

However, except for grievances filed before February 1, 2006, in accordance with the provisions and the deadlines set out in the collective agreement or an order-in-council, the fees and expenses of the arbitrator shall be settled in accordance with the provisions of the collective agreement or order-in-council.

Fees shall be paid only after two (2) signed copies of the decision have been filed with the records office.

9-2.23

When there is more than one (1) arbitration session on the same case, these shall be set in accordance with clause 9-2.04.

9-2.24

One (1) of the parties may require the services of an official stenographer; it may also require that the hearing of the board be recorded on magnetic tape or otherwise. The fees and expenses resulting from this request shall be charged to the party that made the request.

A copy of the official stenographic transcript and of the recording, as the case may be, shall be sent to the arbitration board and to the other party at the expense of the party that requested such services.

9-2.25

For the purposes of applying articles 9-2.00 and 9-3.00, the use of a fax or an email application shall constitute a valid mode of transmitting written notices. The date as it appears on the fax report or the date on which the email was sent shall constitute sufficient proof in the calculation of the time limits referred to in articles 9-2.00 and 9-3.00.

Article 9-3.00 - Additional Procedures for Settling Grievances**9-3.01 Provincial committee for the settlement of grievances and other recourses arising from the application of sections 39 and 45 of the *Labour Code***

The provincial parties shall create a provincial committee for the settlement of grievances and other recourses arising from the application of sections 39 and 45 of the Labour Code. The committee shall be made up of one (1) representative from each of the provincial parties.

The committee's mandate shall be:

- to adopt measures designed to reduce as many of the accumulated grievances and other claims as possible in accordance with the priorities and procedures determined by the committee;
- to guide the parties in finding the appropriate method of settling grievances;
- to make recommendations to the parties before establishing a file so as to assist them in reaching a settlement;
- to improve the scheduling of hearings and to reduce their duration.

9-3.02 Prearbitration mediation

The College and the Union may agree to proceed with prearbitration mediation in dealing with all grievances and recourses or a group of grievances and recourses, particularly those related to the application of sections 39 and 45 of the Labour Code, in accordance with the following procedures.

To this effect, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties three (3) mediators chosen from the list provided for in clause 9-2.07. Once the parties have agreed on a mediator, the records office shall set the date of the first mediation session as soon as possible.

Only an employee of the College and an employee or elected member of the Union may represent the parties; they may, however, after having informed the other party in advance, call upon the services of an advisor.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy with the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies with the TAT.

In the event that a number of grievances or recourses included in the prearbitration mediation process are unresolved, those remaining shall be dealt with in accordance with the arbitration procedure agreed to between the parties and the other recourses shall be dealt with in accordance with the procedures provided for in the Labour Code.

The mediator cannot act as an arbitrator in any grievance not settled in the prearbitration mediation process unless the parties agree otherwise prior to the mediation.

The expenses and fees of the mediator shall be divided equally between the parties. However, if the mediator takes on the role of arbitrator in the same case, the expenses and fees charged as arbitrator shall be borne in accordance with clauses 9-2.05, 9-2.21 and 9-2.22.

9-3.03 Accelerated arbitration procedure

1. **Admissible grievances**

Any grievance may be subject to this procedure provided that the parties explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting to such agreement, shall be forwarded to the records office.

Should the College and the Union fail to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, the College or the Union may indicate separately such intent by forwarding a separate written notice to this effect to the records office, along with a certified copy to the other party.

In the latter case, the written notice of the Union and that of the College must both be received by the records office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

2. **Arbitrator**

The arbitrator shall be appointed by the records office; he/she shall conduct an investigation and question the parties and witnesses previously identified to the other party and may, at their request or with their consent, attempt to reconcile the parties.

3. **Representation**

Only an employee of the College and only an employee or an elected member of the Union may represent the parties; they may, however, after having informed the other party, call upon the services of an advisor.

4. **Duration of hearing**

In general, a hearing usually lasts one (1) hour.

5. **Award**

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two [2] pages). This decision may not be cited or used by anyone in the arbitration of any other grievance, unless this grievance is related to an identical dispute between the same college and the same union and deals with the same facts and cases.

The arbitrator shall render his/her decision and shall forward a copy to the parties within five (5) working days following the hearing. He/she shall also file the signed original copy with the records office.

6. The provisions of articles 9-1.00 and 9-2.00 shall apply, with the exception of any incompatible provisions.

9-3.04 Preparatory session

The attorneys assigned to every grievance to be heard in accordance with the procedures provided for in article 9-2.00 shall inform each other of the nature of the preliminary methods they intend to raise at least one (1) week prior to the hearing and inform the arbitrator if possible.

The mandated attorneys may agree, for any grievance file, to file any form of evidence jointly in order to expedite the arbitration process.

Every arbitration session held under the terms of article 9-2.00 shall begin at the time set by the records office; the attorneys, assessors, where applicable, and the arbitrator must first hold a private preparatory session which usually lasts about thirty (30) minutes.

The purpose of the preparatory session is to:

- improve the arbitration process, to better use the availability invested therein and to accelerate the hearings;
- allow the parties to declare, if they have not already done so, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- outline the dispute and identify the issues to be discussed in the course of the hearing;
- ensure the exchange of all documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;
- analyze any other question which could simplify or accelerate the hearings.

Article 9-4.00 - Dispute and Grievance Prevention and Settlement**9-4.01**

The parties shall form a dispute and grievance prevention and settlement committee within six (6) months following the coming into force of the collective agreement.

9-4.02

The composition and operating procedures of the committee shall be agreed upon by the parties.

CHAPTER 10-0.00 - MISCELLANEOUS**Article 10-1.00 - Miscellaneous clauses****10-1.01**

The collective agreement becomes effective on the signing date and ends on March 31 2023.

These stipulations may be amended by a letter of agreement between the provincial parties.

10-1.02

These provisions and stipulations shall have no retroactive effect, except where provisions to the contrary have been made.

10-1.03

Either one of the provincial parties may give notice to the other party of its intention to repudiate or amend these stipulations within six (6) months prior to their expiry.

10-1.04

The provincial employer party shall bear the costs of translating the collective agreement.

The collective agreement and letters of agreement are available on the website of the Comité patronal de négociation des collèges (CPNC) at the following address: www.cpn.gouv.qc.ca.

10-1.05

The French version of these stipulations shall be the only official version for legal purposes.

10-1.06

When the College plans to entrust teaching duties intended for its students to a third party, it shall meet with the Union under the terms of the collective agreement six (6) months prior to the date the above contract comes into effect and, if applicable, it shall secure the advice of the department involved. This paragraph shall not apply to a contract of this type already in application at the time this collective agreement comes into effect, or its renewal.

Moreover, such a contract or renewal shall not result in any placement on availability.

10-1.07

When a professor believes that he/she has suffered prejudice from a decision by the College that modifies his/her working conditions other than those defined by this collective agreement, he/she may file a grievance. In this case, the College must prove that it has reasonable grounds for its decision.

10-1.08

Grievances filed in conformity with the provisions of and within the time limit specified in a previous collective agreement or order-in-council that have not been settled shall be settled in accordance with the provisions and procedures provided for in Appendix IX-3.

For the purposes of this clause, the provisions contained in the collective agreement shall remain in force until this collective agreement comes into effect.

Moreover, the College, the Fédération des cégeps and the Ministère waive the right to claim that a grievance cannot go to arbitration on the grounds of non- existence of working conditions during the period preceding the coming into effect of this collective agreement.

10-1.09

An arbitration board that has already heard a grievance brought before it, at the time this collective agreement comes into effect, shall retain jurisdiction over said grievance until a decision has been handed down.

10-1.10

A professor who is no longer in the College's employ shall retain his/her right to the grievance procedure regarding monetary matters or any rights provided for in article 5-4.00. Such rights shall be exercised in accordance with the terms of the collective agreement.

10-1.11

In the event that the provincial union party fails to appoint representatives to committees, commissions or boards on which it has the right to be represented or in the event that these representatives fail to fulfill the obligations of their office, the provincial employer party may proceed on its own.

10-1.12

The appendices attached to the collective agreement shall form an integral part of said agreement, barring stipulations to the contrary.

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

10-1.13

In the event that the Union or any body of professors constituted under the terms of the collective agreement fails to appoint representatives to committees, commissions or boards on which it has the right to be represented under the collective agreement, the College may proceed on its own.

In the event that the professors on the committees, commissions or boards fail to fulfill the obligations of their office, unless the collective agreement has provisions covering that eventuality, the College may also proceed on its own.

APPENDIX I-1

**LETTER OF AGREEMENT RESPECTING THE USE OF THE FEMININE
AND MASCULINE GENDER**

(This appendix applies exclusively to the French version of the collective agreement.)

APPENDIX I-2

LIST OF CORRECTIONS

(This appendix applies exclusively to the French version of the collective agreement.)

APPENDIX III-1

PAVILIONS AND SUB-CENTRES

01. For the purposes of the collective agreement, the following Colleges include pavilions:

Gaspésie et des Îles two (2) pavilions:

- English
- French

02. For the purposes of the collective agreement, the following colleges have sub-centres:

<u>Colleges</u>	<u>Sub-centres</u>
Gaspésie et des Iles	Centre d'études collégiales des Îles-de-la-Madeleine
Matane	Centre matapédien d'études collégiales du Cégep de Matane
Rimouski	Centre matapédien d'études collégiales du Cégep de Rimouski
Victoriaville	École nationale du meuble et de l'ébénisterie, division Montréal.

APPENDIX III-2**APPENDIX RESPECTING THE CENTRE MATAPÉDIEN D'ÉTUDES COLLÉGIALES
OF THE CÉGEP DE MATANE**

1. This appendix shall apply to professors at Cégep de Matane teaching subjects offered by the Centre matapédien d'études collégiales.
2. The Cégep de Matane and the Centre matapédien d'études collégiales (Matane) shall be considered to be two (2) distinct colleges for the purpose of applying the provisions of the collective agreement related to the following areas:
 - a) hiring;
 - b) tenure;
 - c) seniority;
 - d) job security procedures, subject to the provisions of clause 3 of this appendix;
 - e) exchanges between colleges;
 - f) proposals for the assignment of professors to the different subjects;
 - g) number of positions in a subject and its application;
 - h) calculation of a professor's workload;
 - i) continuing education;
 - j) department and departmental coordination¹;
 - k) selection of regular professors;
 - l) professional development;
 - m) program coordinating committee.
3. In the case of the complete or partial closure of a teaching program at the Centre matapédien d'études collégiales (Matane) or in the case of the closure of the Centre matapédien d'études collégiales (Matane), the professors involved shall no longer be covered by this appendix and the College shall take over.

¹ An allocation of 0.19 FTE shall be set aside for this purpose; this number may be increased by a transfer from the Cégep de Rimouski.

ANNEXE III-3**APPENDIX PERTAINING TO THE INSTITUT MARITIME DU QUÉBEC**

01. This appendix defines certain special working conditions for professors teaching at the Institut maritime du Québec.
02. A professor who, for the major portion of his/her workload, teaches in a specialized field in maritime technology and who holds one of the marine certificates listed below or who has what the College considers to be an equivalent training, shall receive an increase equal to 15% of the salary to which he/she is entitled under the terms of the salary scales provided for in the collective agreement, because of his/her special working conditions.

MARINE CERTIFICATES**Navigation:**

- extra master
- captain (long course)
- ocean navigator I (O.N. 1)
- coastal navigation captain

Radio Communications and Maritime Electronics:

- general marine radio communications certificate
- 1st class marine radio communications certificate

Marine engineering:

- extra chief
- engineer 1st class
- engineer 2nd class

03. The regular professor's teaching load, at the Institut maritime du Québec, in the program offered to students enrolled in Maritime Technology (248.00) and in the Radio Communications and Maritime Electronics (900.16) program, are subject to the following restrictions:
 - a) the professor's average number of teaching periods per week for a given year shall not exceed sixteen (16) periods;
 - b) the professor's average number of PES (student periods per week) for a given year shall not exceed three hundred and twenty (320).

04. The following salary scale shall apply to the professors referred to in clause 02:

SALARY SCALE
FULL-TIME AND PART-TIME PROFESSORS
(ANNUAL SALARY RATES)

Step ¹	Rate from 2020-04-01 to 2021-03-31 (\$)	Rate from 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	51,429	52,457	53,506
2	54,865	55,962	57,081
3	58,533	59,703	60,897
4	59,829	61,026	62,246
5	61,154	62,377	63,625
6	62,507	63,757	65,033
7	63,894	65,172	66,475
8	66,611	67,943	69,302
9	69,440	70,830	72,246
10	72,393	73,840	75,317
11	75,960	77,479	79,028
12	79,750	81,345	82,973
13	83,725	85,399	87,107
14	87,899	89,657	91,450
15	92,274	94,119	96,002
16	96,879	98,817	100,794
17	101,715	103,752	105,831
18 ²⁻³	103,374	105,444	107,556
19 ³	105,058	107,163	109,309
20 ³	106,771	108,910	111,090

¹ Professors shall be assigned the step corresponding to their experience, increased by:

- 2 steps for professors whose schooling is evaluated at 17 years;
- 4 steps for professors whose schooling is evaluated at 18 years;
- 6 steps for professors whose schooling is evaluated at 19 years;
- 8 steps for professors whose schooling is evaluated at 19 or more years and who have a doctorate.

² Step 18 is accessible to professors who have a master's degree in the discipline taught or in a discipline relevant to and useful for teaching the discipline specified in their contract.

³ Steps 18, 19 and 20 are accessible to professors who have 19 or more years of schooling and a doctorate.

APPENDIX III-4**APPENDIX PERTAINING TO THE CÉGEP DE LA GASPÉSIE ET DES ÎLES**

01. This appendix shall apply to professors employed by the Cégep de la Gaspésie et des Îles for its Centre d'études collégiales des Îles-de-la-Madeleine.
02. The Cégep de la Gaspésie et des Îles and its Centre d'études collégiales des Îles-de-la-Madeleine shall be considered to be two (2) distinct colleges for purposes of applying the provisions of the collective agreement relating to the following matters:
 - a) Hiring
 - b) Tenure
 - c) Seniority
 - d) Job Security, subject to clause 03 of this appendix
 - e) Exchanges between colleges
 - f) Proposal for the apportionment of professors among the disciplines
 - g) The number of teaching positions in a discipline and its application
 - h) Calculation of a professor's workload
 - i) Continuing Education
 - j) Department and departmental coordination
 - k) Selection of regular professors
 - l) Professional Development
 - m) Summer Courses
 - n) RCS
 - o) Programs Committee and Program coordination
03. If a program is partially or completely closed in the Centre d'études collégiales des Îles-de-la-Madeleine or if the Centre d'études collégiales des Îles-de-la-Madeleine is closed, the professors involved shall no longer be subject to the provisions of this appendix and the Cégep shall take over from its Centre d'études collégiales.

ANNEXE III-5**APPENDIX PERTAINING TO THE CENTRE MATAPÉDIEN D'ÉTUDES COLLÉGIALES
OF THE CÉGEP DE RIMOUSKI**

01. This appendix shall apply to the professors of Cégep de Rimouski who are teaching at the Centre matapédien d'études collégiales in disciplines offered by Cégep de Rimouski.
02. The Collège de Rimouski and the Centre matapédien d'études collégiales (Rimouski) shall be considered to be two distinct colleges for the purpose of applying the provisions of the collective agreement pertaining to the following areas:
 - a) Hiring
 - b) Tenure
 - c) Seniority
 - d) Job Security, subject to clause 03 of this appendix
 - e) Exchanges between colleges
 - f) Proposal for the apportionment of professors among the disciplines
 - g) The number of teaching positions in a discipline and its application
 - h) Calculation of a professor's workload
 - i) Continuing Education
 - j) Department and departmental coordination
 - k) Selection of regular professors
 - l) Professional Development
 - m) Summer courses
 - n) Programs Committee and Program coordination
03. If a program is partially or completely closed in the Centre matapédien d'études collégiales (Rimouski) or if the Centre matapédien d'études collégiales (Rimouski) itself is closed, the professors involved shall no longer be subject to the provisions of this appendix and the Cégep shall take over from its Centre d'études collégiales.

APPENDIX III-6**APPENDIX PERTAINING TO THE CENTRE D'ÉTUDES COLLÉGIALES DU
TÉMISCOUATA OF THE CÉGEP DE RIVIÈRE-DU-LOUP**

01. This appendix shall apply to professors at the Cégep de Rivière-du-Loup and the Centre d'études collégiales du Témiscouata in the subjects of the Centre d'études collégiales du Témiscouata that are under the jurisdiction of the Cégep de Rivière-du-Loup.
02. No positions shall be created at the Centre d'études collégiales du Témiscouata. Any position resulting from the number of professors allocated to a subject shall be deemed to be a full-time teaching load.
03. A regular professor at the Centre d'études collégiales du Témiscouata shall not be covered by the application of clause 5-4.22 concerning income security.
04. The Cégep de Rivière-du-Loup and the Centre d'études collégiales du Témiscouata shall be considered to be two distinct colleges for the purpose of applying the provisions of the collective agreement pertaining to the following areas:
 - a) Hiring
 - b) Tenure
 - c) Job Security, subject to clause 05 of this appendix
 - d) Exchanges between colleges;
 - e) Proposal for the apportionment of professors among the disciplines;
 - f) The number of teaching positions in a discipline and its application;
 - g) Calculation of a professor's workload;
 - h) Continuing Education.

Notwithstanding the preceding paragraphs, as of the 2017–2018 contract year, a teaching load available at the Centre d'études collégiales du Témiscouata may not be granted to a non-tenured professor at the Centre d'études collégiales du Témiscouata if this teaching load makes it possible to avoid or to cancel the placement on availability of a tenured professor at the Cégep de Rivière-du-Loup.

In addition, seniority accumulated at the Centre d'études collégiales du Témiscouata cannot be used for the purpose of acquiring tenure at the Cégep de Rivière-du-Loup.

05. In the event of the total or partial closure of a program at the Centre d'études collégiales du Témiscouata or in the event of the closure of the Centre d'études collégiales du Témiscouata, the professors concerned shall no longer be governed by this appendix and the Cégep shall take over from its Centre d'études collégiales.
06. As of the 2017–2018 contract year, a professor at the Cégep de Rivière-du-Loup who has a full-time teaching load may obtain a leave (CL) in order to take on a part-time teaching load at the Centre d'études collégiales du Témiscouata; in this case, the teaching load shall correspond to the load assumed at the Centre d'études collégiales du Témiscouata. However, before making a decision to grant release, the College must convene a meeting between the College and the Union (RCS).

At the end of the planned 5-year experiment, Appendix III-6, the Appendix Pertaining to the Centre d'études collégiales du Témiscouata of the Cégep de Rivière-du-Loup, shall be replaced by the following:

APPENDIX III-6

APPENDIX PERTAINING TO THE CENTRE D'ÉTUDES COLLÉGIALES DU TÉMISCOUATA OF THE CÉGEP DE RIVIÈRE-DU-LOUP

01. This appendix shall apply to professors at the Cégep de Rivière-du-Loup and the Centre d'études collégiales du Témiscouata in the subjects of the Centre d'études collégiales du Témiscouata that are under the jurisdiction of the Cégep de Rivière-du-Loup.
02. The Cégep de Rivière-du-Loup and the Centre d'études collégiales du Témiscouata shall be considered to be two distinct colleges for the purpose of applying the provisions of the collective agreement pertaining to the following areas:
 - a) Hiring
 - b) Tenure
 - c) Seniority
 - d) Job Security, subject to clause 03 of this appendix
 - e) Exchanges between colleges
 - f) Proposal for the apportionment of professors among the disciplines

- g) The number of teaching positions in a discipline and its application
- h) Calculation of a professor's workload
- i) Continuing Education
- j) Department and departmental coordination
- k) Selection of regular professors

Seniority accumulated at the Centre d'études collégiales du Témiscouata may not be used for the purpose of acquiring tenure at the Cégep de Rivière-du-Loup, and seniority accumulated at the Cégep de Rivière-du-Loup may not be used for the purpose of acquiring tenure at the Centre d'études collégiales du Témiscouata.

03. If a program is partially or completely closed at the Centre d'études collégiales du Témiscouata or in the case of the closure of the Centre d'études collégiales du Témiscouata, the professors involved shall no longer be covered by this appendix and the Cégep shall take over from its Centre d'études collégiales.

APPENDIX III-7**APPENDIX PERTAINING TO THE WORKING CONDITIONS APPLICABLE TO THE
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CHAPTER 1-0.00 - INTERPRETATION**Article 1-1.00 - Definition****1-1.01 Training instructor**

A professor employed by the College to carry out customized training activities (recreational training activities or training activities in the workplace) as part of the Cégep de Victoriaville's Customized Training.

CHAPTER 2-0.00 - JURISDICTION**Article 2-1.00 - Recognition****2-1.01**

The FEC (CSQ), the Fédération des cégeps, and the Minister shall have the jurisdiction to deal with any matter regarding the application and interpretation of these provisions, as well as any matter of common interest.

2-1.02

For the purposes of clause 2-1.01 in this Article, the FEC (CSQ) may submit a written request for a meeting at the provincial level with representatives of the Fédération des cégeps and the Minister. The latter shall meet with the FEC (CSQ) representatives within ten (10) working days of the request, and a written report of the meeting shall be produced within the next ten (10) working days.

Similarly, representatives of the Fédération des cégeps and the Minister may request a meeting with representatives of the FEC (CSQ), under the same conditions and for the same purposes.

Recognition of Local Parties

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

2-1.03

In matters involving negotiation and the application of this Appendix, the College recognizes the Union as the sole representative of any professors covered by the accreditation certificate.

2-1.04

The Union recognizes the right of the College to exercise its executive, administrative and management functions in a way that is compatible with the provisions of this agreement.

2-1.05

Unless otherwise provided for by law or in this appendix, the Union shall have the exclusive right to designate professors as members of a committee formed by the College.

The College shall consult with the Union before designating a professor as a consultant of a committee formed by the College.

The duties performed by a trainer under this clause shall not result in the postponement or cancellation of any customized training activity for which the professor has been hired.

2-1.06

The College shall inform the Union in advance of any consultation of professors that it intends to conduct or of any consultation of professors to which the College contributes.

Article 2-2.00 - Non-discrimination**2-2.01**

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

Article 2-3.00 - Violence and psychological harassment**2-3.01**

The parties recognize that violence and psychological harassment are reprehensible acts and shall make an effort to discourage their practice in the workplace.

2-3.02

The parties shall collaborate in preventing situations of violence and psychological harassment in the workplace

Article 2-4.00 - Sexual Harassment

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

2-4.01

Sexual harassment is defined as any unwanted or imposed sexual advance which can take the form of verbal or gestural solicitations.

2-4.02

A professor shall be entitled to a workplace free of sexual harassment; to this end, the College shall take reasonable steps to promote a workplace free of sexual harassment or to put a stop to any sexual harassment brought to its attention.

2-4.03

The parties recognize that sexual harassment is a reprehensible act and shall make an effort to discourage their practice in the workplace.

2-4.04

The parties collaborate to prevent situations of sexual harassment, in particular by setting up appropriate means of raising awareness and training to be agreed upon between them.

CHAPTER 3-0.00 - UNION PREROGATIVES**Article 3-1.00 - Union Delegate****3-1.01**

The Union may appoint a professor employed by the College as a union delegate and, where applicable, a substitute to represent the Union in accordance with this article, in which case the Union shall inform the College..

The duties performed by a professor under this clause shall not result in the postponement or cancellation of any customized training activity for which he/she has been hired.

Article 3-2.00 - Local Union Activities

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

3-2.01

A union representative who accompanies a professor at the presentation or discussion of his/her grievance may take a leave of absence from work after giving reasonable notice to the College, without loss of pay or reimbursement by the Union. If the union representative is a professor, the duties performed under this clause shall not result in the postponement or cancellation of any customized training activity for which he/she has been hired.

3-2.02

When a grievance is being heard before an arbitration board, an official union representative of the Union may take a leave of absence from work, after giving notice to the College, without loss of pay or reimbursement by the Union, in order to attend the arbitration sessions. If the union representative is a professor, the duties performed under this clause shall not result in the postponement or cancellation of any customized training activity for which he/she has been hired.

Article 3-3.00 - Right to Hold Meetings, Office Space and Postings**Meetings and Postings**

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

3-3.01

The Union shall have the right to hold meetings for professors on College premises provided that advance notice is given. Such use shall be free of charge unless, exceptionally, additional special expenses are incurred.

3-3.02

The Union may post any notices, bulletins and documents that may be of interest to professors in an appropriate, in one or more mutually acceptable locations reserved exclusively for this purpose.

Article 3-4.00 - Union Dues

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

3-4.01

The College shall deduct an amount equal to the dues set by the Union from the salary of each professor covered by this collective agreement.

3-4.02

For the purposes of this article, the amount of union dues shall correspond to the rate or amount indicated in a written notice to the College. Such notice shall also indicate:

- a) the date of the first (1st) deduction, which may not be earlier than thirty (30) days after the College has received said notice;
- b) the number of consecutive pays from which the College is to deduct the dues.

3-4.03

The College shall forward a cheque payable at par value each month to the Union for the amount of union dues deducted at source from each pay. This cheque shall be remitted to the Union between the first (1st) and the fifteenth (15th) day of each month; it shall bear the monthly amount of dues collected for the preceding month and shall be accompanied by a detailed statement of dues. A copy of this statement shall be forwarded to the FEC (CSQ) every month.

The detailed statement shall indicate the following information: the surname and given name of the trainers, the salary paid for each work period corresponding to the payment including, where applicable, any additional remuneration, as well as the amount of each individual deduction of union dues. By agreement between the parties, the detailed statement may also include other information.

3-4.04

When one or the other of the parties asks the Tribunal administratif du travail [Quebec's labour administrative tribunal] (TAT) to rule on whether a professor shall remain covered by the accreditation certificate, the College shall continue to deduct the union dues and to remit this money to the Union. If the professor is not covered by the accreditation certificate, according to the decision of the TAT, the Union shall reimburse him/her for the amount collected.

CHAPTER 4-0.00 - WORK ORGANIZATION**Article 4-1.00 - Information**

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

4-1.01

The College shall send the Union and the FEC (CSQ) a list of the professors with the following information for each professor:

- a) surname and given name;
- b) date of birth;
- c) gender;
- d) citizenship;
- e) address;
- f) telephone number;
- g) email address.

The Union shall receive this list no later than September 20. This list shall cover contracts from July 1 to June 30 of the previous contract year.

The College shall forward to the Union and to the FEC (CSQ) no later than January 20, the list covering contracts from July 1 to January 20 and the updates to the list already provided.

4-1.02

The College shall forward to the Union, no later than September 30 of each year, the list of professors who have had contracts between July 1 and June 30 of the preceding year, with the following information for each contract of each trainer:

- a) the surname and given name;
- b) the date of hiring at the College;
- c) the start and end date of the contract;
- d) the number of hours of customized training activities completed;
- e) the hourly rate paid and the specialization bonus;
- f) the title of the customized training activity performed.

4-1.03

A full copy of the signed employment contract is given to the Union.

4-1.04

The College transmits to the Union any settlements, directives, notices, general orders intended for professors.

4-1.05

When the College takes a disciplinary measure, it shall inform the Union.

Article 4-2.00 - Meeting Between the College and the Union (RCS)

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

4-2.01

On any matter regarding the application and interpretation of this appendix and on any matter likely to maintain or improve labour relations, the College or the Union may request a meeting with the other party.

4-2.02

Within thirty (30) working days following the effective date of this collective agreement, and each year thereafter before October 15, each party shall inform the other of the names of the persons who are entitled to represent it for the purposes of this article.

4-2.03

The representatives of the parties shall meet within five (5) working days of the written request of either party. The parties shall agree on the agenda, date and venue of the meeting.

4-2.04

Each party shall send to the other party, as soon as possible and no later than forty-eight (48) hours before the meeting takes place, any documentation that it has and considers relevant to the items on the agenda. The agenda shall be closed forty-eight (48) hours before the meeting. The agenda shall then be posted by the College for the professors' information.

4-2.05

If the College's representatives fail to attend a meeting, the College may not proceed with the items on the agenda.

If the Union's representatives fail to appear at a meeting, the College shall proceed with the items on the agenda.

4-2.06

A professor whose case is to be discussed at a meeting under this article shall receive prior written notice from the College. At his/her request, the professor shall be heard at the meeting.

4-2.07

The text of the agreement reached between the parties shall be signed before the end of the meeting. The College shall proceed with those items on the agenda on which agreement has not been reached.

4-2.08

Within five (5) working days following the meeting of the parties at which a professor's case was discussed, the College shall inform the professor concerned about whether or not there has been agreement on the matter pertaining to him/her.

If there is no agreement, this notice must be received by the professor at least two (2) working days before a decision is made regarding the professor.

4-2.09

Within ten (10) working days following a meeting between the parties, the College shall communicate its decision in writing to the Union, and to the professor concerned, if applicable, and the reasons on which it is based.

However, unless the parties agree otherwise, the College shall not be required to inform each professor affected by a collective decision; however, it shall post this decision.

4-2.10

Under exceptional circumstances, such as those involving decisions on general policy, the College shall have a longer time limit than the one stipulated in clause 4-2.09 of this Article to communicate its decision.

4-2.11

At the request of the Union, the College shall meet with the Union about any dispute regarding the working conditions applicable to professors.

4-2.12

Any grievance submitted in accordance with clause 7-1.03 of this appendix may, at the request of one of the parties, be the subject of a meeting between the College and the Union in accordance with the provisions of this Article, in an attempt to reach an agreement.

4-2.13

Any agreement reached pursuant to this Article shall be binding upon the College, the Union and the professor. However, such an agreement shall not have the effect of restricting the rights of the professor provided for in this appendix, unless the professor is a party to the agreement.

CHAPTER 5-0.00 - EMPLOYMENT AND FRINGE BENEFITS**Article 5-1.00 - Hiring**

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5-1.01

The College shall state, by way of a notice published in an electronic format accessible on the Internet, in May and November of each year, the sectors in which customized training activities are likely to be offered in the following or current fiscal year, as the case may be.

An electronic copy of this notice shall be provided to the Union at the same time.

5-1.02

The College shall hire an instructor to conduct the customized training activity based on his/her expertise and qualifications.

5-1.03

Prior to hiring an instructor to conduct a customized training activity, the College shall inform the professor of the following:

- the title and summary description of the content of the customized training activity;
- the expected start and end of the customized training activity;
- the number of hours of the customized training activity;
- the applicable hourly rate;
- the number of paid hours;
- the venue of the customized training activity;
- the terms and conditions for reimbursement of living and travel expenses as defined in the policy in force at the College, if applicable;
- the number of participants expected to attend the customized training activity, if available;
- material and human resources in support of the customized training activity, if applicable.

5-1.04

A professor shall be hired by contract, on a form in compliance with Appendix I of this appendix. The professor shall be given a reasonable time period to sign his/her contract.

Article 5-2.00 - Occupational Health and Safety

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5-2.01

In order to ensure the well-being of its employees and to prevent work-related illnesses and accidents, the College shall maintain a high level of safe and hygienic working conditions. In particular, the College shall undertake to provide, free of charge, in its buildings, the facilities and equipment required by municipal or internal regulations, or by any standards and regulations enacted under the laws governing hygiene, health and safety.

5-2.02

In the event of an accident or occupational illness, the College shall notify the Union immediately.

Article 5-3.00 - Civil Liability

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5-3.01

The College shall provide legal defence for any professor whose civil liability is incurred as a result of the performance of his/her duties and shall agree not to make any claim against him/her in this regard.

5-3.02

Once the legal responsibility of the College has been established, the College shall indemnify any professor for the total or partial loss, theft or destruction of personal belongings that, by their nature, are normally brought to the College or used therein, unless the professor has shown gross negligence. In the event that such loss, theft or destruction is already covered by an insurance policy held by the professor, the compensation paid shall be equal to the loss actually incurred by the professor.

5-3.03

Subject to the policies concerning the use of equipment determined by the College, and unless the professor has shown gross negligence, the College may not demand reimbursement for theft, damage or destruction of property borrowed from the College by the professor in the course of conducting customized training activities.

CHAPTER 6-0.00 - REMUNERATION**Article 6-1.00 - Hourly Rates¹****6-1.01 Hourly Rates from April 1, 2020 to March 31, 2021**

The hourly rates in effect as of March 31, 2020 shall be increased by two point zero percent (2.0%) effective April 1, 2020, and shall range from a minimum of \$32.38 to a maximum of \$53.96.

6-1.02 Hourly Rates for the period from April 1, 2021 to March 31, 2022

The hourly rates in effect on March 31, 2021 shall be increased by two point zero percent (2.0%) effective April 1, 2021 and shall range from a minimum of \$33.02 to a maximum of \$55.04.

However, effective July 1, 2021, the maximum hourly rate shall be increased to \$57.80.

6-1.03 Hourly Rates for the period from April 1, 2022 to March 31, 2023

The hourly rates in effect on March 31, 2022 shall be increased by two point zero percent (2.0%) effective April 1, 2022 and shall range from a minimum of \$33.68 to a maximum of \$58.95.

6-1.04 Additional Remuneration²**1. Period from April 1, 2019 to March 31, 2020**

The trainer shall be entitled to additional remuneration of zero point eight six dollars (\$0.86) per hour paid from April 1, 2019 to March 31, 2020.

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

2. Period from April 1, 2020 to March 31, 2021

The trainer shall be entitled to an additional remuneration of zero point eight six dollars (\$0.86) per hour paid from April 1, 2020 to March 31, 2021.

This additional remuneration shall be paid in a single instalment on the payroll preceding January 15, 2022.

¹ The methodology for increasing hourly rates shall be changed as of April 1, 2023, so that the maximum rate shall be 75.0% of the hourly rate for Step 1 of Class 16 for hourly paid professors. The maximum rate shall be rounded to the nearest cent before performing the calculation for determining the minimum rate. The minimum rate shall be calculated as follows: [Maximum Rate – (Maximum Rate X 45.19%)], where rounding to the nearest cent is performed at the end.

² Are also considered paid hours those hours for which an employee receives treatment insurance benefits, maternity, paternity or adoption benefits, parental leave benefits, as well as those paid by the CNESST, by Crime Victims Compensation (CVP), by the SAAQ and those paid by the employer in the event of industrial accidents, if applicable.

6-1.05 Specialization Bonus

A specialization bonus of up to ten point zero percent (10.0%) may be awarded to a professor who is paid the maximum hourly rate for hours actually worked. This bonus may be paid until March 30, 2023.

6-1.06 Increase for vacation and statutory holiday purposes

The professor's hourly rate shall be increased by four point zero percent (4.0%) for paid vacation and five point zero percent (5.0%) for statutory holidays.

Article 6-2.00 - Payment of Salary

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

6-2.01

The salary of a trainer shall be payable every second (2nd) Thursday for the duration of his/her individual contract.

6-2.02

In the event that payday should fall on a statutory holiday, the College shall pay its professors on the working day preceding this statutory holiday.

6-2.03

In the event of an error on the pay, the College shall correct this error on the following payday. An explanatory note shall be included with the pay cheque giving reasons for the error and the particular way in which it was corrected.

6-2.04

The paycheque shall contain at least the following:

- a) trainer's name;
- b) date and period of work that corresponds to the salary;
- c) the regular gross salary;
- d) any additional remuneration, if applicable;
- e) premiums, if applicable;
- f) nature and amount of deductions;
- g) net pay;

- h) cumulative earnings and deductions, if possible;
- i) deductions for complementary insurance plans, if applicable.

6-2.05

Union check-off must appear on Revenue Canada's T-4 form and on the Relevé 1 form of the Ministère du Revenu du Québec.

6-2.06

The professor shall participate in the pension plan that is applicable to him/her.

Article 6-3.00 - Travel Expenses

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

6-3.01

The College shall pay for travel and living expenses in accordance with the plan in force at the College.

CHAPITRE 7-0.00 - GRIEVANCES AND ARBITRATION**Article 7-1.00 - Grievance Settlement Procedure****7-1.01**

The parties shall endeavour to prevent or settle a grievance locally to the fullest extent possible including, where appropriate, the meeting procedure between the College and the Union provided for in Article 4-2.00 of this appendix.

7-1.02

The College and the Union shall comply with the procedure provided for in this article with a view to reaching a settlement as soon as possible.

7-1.03

A professor, a group of professors or the Union wishing to file a grievance shall submit it in writing to the College within thirty (30) working days after learning of the fact giving rise to the grievance, but no later than six (6) months after the occurrence of that fact. The period of thirty (30) working days shall not begin until the beginning of the second (2nd) month of hiring by the College of a new professor.

In the case of a grievance relating to psychological or sexual harassment, the time period shall be two (2) years following the last occurrence of psychological or sexual harassment.

Moreover, the time periods provided for in this clause shall not apply between June 15 and August 15.

As soon as a grievance has been submitted to the College, one party may call the other party to a meeting in accordance with the meeting procedure between the College and the Union provided for in this appendix, for the purpose of arriving at a settlement.

7-1.04

For the purposes of submitting a grievance in writing, an appropriate form (Appendix II of this appendix) shall be filled out by the professor, the group of professors or the Union, establishing the facts giving rise to the grievance and mentioning, as far as possible and where applicable, the clauses of this appendix in question and the corrective measure required.

7-1.05

Upon receipt of the grievance, the College shall have ten (10) working days to provide a written response, unless one or the other of the parties has resorted to the fifth (5th) paragraph of clause 7-1.03 of this article. In the latter case, the time limit for the College to respond shall be ten (10) working days after the meeting between the parties.

The time limits provided for in this clause shall not apply to the period between June 15 and August 15.

7-1.06

The formulation of a grievance may be amended subsequent to its submission, on the condition that the amendment does not change the nature of the grievance.

A technical error in the formulation of a grievance, including its presentation in writing otherwise than on the form provided for in this article, shall not affect its validity.

7-1.07

The deadlines provided for in this article shall be mandatory and may only be modified by written agreement between the College and the Union.

Article 7-2.00 - Arbitration Procedure**7-2.01**

If the Union, the group of professors or the professor who submitted a grievance is not satisfied with the College's decision following recourse to the grievance procedure, and wishes to submit the grievance to arbitration, the Union, the group of professors or the Union shall give written notice to this effect within sixty (60) working days following the expiry of the time limit provided for in clause 7-1. 05 of this appendix, to the Chief Arbitrator on the form prescribed for that purpose (Appendix III of this appendix) or on the records office online form.

The date of the registered mail receipt or the fax transmission slip, or the date when the email was sent shall be evidence used to calculate the time limits. The time limit provided for in this clause shall not apply to the period between June 15 and August 15. This time limit is mandatory and may not be extended without the written consent of the parties.

A seven (7) year expiry period shall apply to all complaints not entered on the arbitration roll. This period shall start from the date of inscription of the complaint to the Greffe des tribunaux d'arbitrage du secteur de l'Éducation.

7-2.02

The Chief Arbitrator for the education sector shall ensure the smooth running of the arbitration boards covered herein in cooperation with the Chief Clerk.

The Chief Clerk shall ensure the proper functioning of the records office.

7-2.03

Upon receipt of the notice of arbitration provided for in clause 7-2.01 of this article, the records office shall open a file to which it shall assign a case number, and it shall send a copy of the notice of arbitration provided for in clause 7 2.01 of this article and the case number to the Union, the College, the Fédération des cégeps, the Fédération and the Ministère. In addition, the records office shall send the professor concerned, where applicable, an acknowledgement of receipt indicating the case number.

7-2.04

The Chief Arbitrator shall call to a meeting, by means of a written notice, at least ten (10) working days in advance, the representatives of the Fédération des cégeps, the FEC (CSQ) and the Ministère in order to:

- a) prepare the monthly arbitration roll and set the time, date and place where the hearings are to be held;
- b) assign an arbitrator chosen from the list appearing in 7-2.07 of this article;
- c) indicate the chosen method of arbitration.

At this meeting, the representatives of the provincial parties shall make known the list of grievances that may be set for the monthly arbitration roll at the next meeting, as well as the proposed procedure.

The provincial parties shall mutually guarantee four (4) days of hearings per month, during the months of September through May.

7-2.05

A party that requests a postponement or cancellation of a hearing within thirty (30) days prior to the date set for the hearing shall pay a penalty of four hundred dollars (\$400) to the arbitrator.

Such penalty to be paid as a cancellation or postponement fee as provided for in the preceding paragraph, if any, shall be the responsibility of:

- a) the party that discontinues the grievance or by the party that upholds it;
- b) the party requesting a postponement, or shall be shared equally between the parties if the request is joint;
- c) in the event of a settlement, regardless of the number of grievances involved and regardless of the nature of the settlement of those grievances, the penalty to be reimbursed as a cancellation fee, as well as the professional fees and expenses of the arbitrator, if any, shall be shared equally between the parties or in accordance with the terms of the settlement; at the request of either party, the arbitrator who takes cognizance of the settlement may determine different shares.

7-2.06

The records office shall notify the Union, the College and the provincial parties of the time, date and place of the hearing. Moreover, it shall provide the arbitrator with a copy of the grievance and arbitration notices. Within ten (10) working days following receipt of this notice, the provincial parties shall appoint the assessors, if any, and shall notify the records office.

7-2.07

Subject to clause 7-2.09 of this article, a grievance submitted to arbitration in accordance with the provisions of this appendix shall be heard by a board made up of one (1) arbitrator.

However, at the time when the arbitration roll is drawn up, one or the other of the parties may request to proceed before an arbitration board made up of one (1) arbitrator accompanied by two (2) assessors appointed by the provincial parties.

The arbitrator shall be chosen among the following:

Bastien, François	Ladouceur, André
Beaupré, René	Laplante, Pierre
Bertrand, Richard	Lavoie, André G., Chief Arbitrator
Bertrand, Yvan	Lecompte, Natacha
Brassard, Claire	Lévesque, Éric
Brault, Serge	Martin, Claude
Cavé, Johanne	Massicotte, Nathalie
Côté, André C	Ménard-Cheng, Nancy
Faucher, Nathalie	Morency, Jean M.
Ferland, Gilles	Rochon, Serge
Flynn, Maureen	Saint-André, Yves
Garneau, Dominic	Tousignant, Lyse

The list of arbitrators shall be reviewed by the trade union of the college sector, if necessary, during the collective agreement or at the time of its renewal

7-2.08

A vacancy at the arbitration board shall be filled in accordance with the procedure established for the original appointment.

7-2.09

The arbitration board shall proceed expeditiously to examine the grievance. In the exceptional case of written pleadings, the board sets the mandatory deadlines for the presentation of these pleadings. With the consent of the parties, the board may modify these deadlines.

The arbitrator shall also ensure compliance with the operating rules of the records office, particularly those set out in clause 7-3.03 of this appendix.

7-2.10

Arbitration board sessions shall be public and shall be held on the premises of the College unless the parties agree otherwise. However, the arbitration board may order that the proceedings be held in camera.

7-2.11

At any time before the end of the evidence, the FEC (CSQ), the Fédération des cégeps or the Ministère may intervene as of right.

7-2.12

The arbitration board shall render its decision within ninety (90) days following the date on which the evidence and pleadings are completed. The arbitrator may, however, approach the parties and, by written agreement, have the time extended. However, the decision shall not be void by reason of the fact that it was rendered after the expiry of the stipulated time limit or by reason of any extension thereof agreed upon by the parties.

By consent of the provincial parties, failure to make an award within the time limits mentioned in the preceding paragraph shall be grounds for discontinuing the use of the arbitrator concerned until he/she has made all of his/her awards.

7-2.13

At any time before its final decision, an arbitration board may render any interim or interlocutory decision it believes to be fair and useful.

An award of the arbitration board shall be reasoned, made in writing and signed by the arbitrator.

7-2.14

A decision of the arbitration board shall be binding on the parties and shall be executed as soon as possible and before the expiry of the time limit provided for in the decision. The arbitrator shall deposit the signed original of the award at the records office. The records office shall immediately send a copy of the award to the College, the Union and the provincial parties.

7-2.15

The arbitration board shall render a decision on a grievance in accordance with the law and with the provisions set out in this appendix, and may not amend, add to or subtract anything whatsoever from these provisions.

7-2.16

When a grievance is filed because of a monetary dispute, the professor who submitted the grievance shall not be required to state the amount before asking the board to rule on his/her right to the sum of money.

If a grievance is accepted as well-founded, but the parties cannot agree on the amount to be paid, a simple notice addressed to the board shall suffice to submit the issue for a final decision. The arbitration board can order that any sum due to the plaintiff be paid

with interest at the rate fixed by regulation under section 28 of the Act respecting the ministère du Revenu (CQLR, chapter M-31), from the date when the sum became due.

7-2.17

Where the arbitration board finds that the grievance is well-founded, it shall have general power to determine, where appropriate, compensation to be paid to the plaintiff for the wrongs suffered.

7-2.18

Each party shall pay its own arbitration costs.

7-2.19

The arbitrator's costs and fees shall be borne by the losing party. In the case where a grievance is partially upheld, the arbitrator shall determine how the costs and fees are to be shared.

Fees shall be paid only once two (2) signed copies of the decision have been filed with the records office.

7-2.20

Where there are other arbitration sessions in the same case, their determination shall be subject to clause 7-2.04 of this article.

7-2.21

A party may require the services of an official stenographer; it may also require that the hearing of the board be recorded on magnetic tape or otherwise. The fees and expenses resulting from this request shall be charged to the party that made the request.

A copy of the official stenographic transcript and of the recording, as the case may be, shall be sent to the arbitration board and to the other party at the expense of the party that requested the service.

7-2.22

Aux fins d'application des articles 7-2.00 et 7-3.00 de la présente annexe, l'usage du télécopieur ou du courriel constitue un mode valable de transmission d'un avis écrit. La date du bordereau de transmission du télécopieur ou la date d'expédition du courriel constitue une preuve servant à calculer les délais prévus aux articles 7-2.00 et 7-3.00 de la présente annexe.

Article 7-3.00 - Other Grievance Settlement Procedures**7-3.01 Prearbitration Mediation**

The College and the Union may agree to proceed with prearbitration mediation of any grievance or recourse or group of grievances or recourses, particularly those related to the application of sections 39 and 45 of the Labour Code, according to the following terms and conditions.

To this end, the parties shall send a joint notice to the records office. The records office shall recommend to the parties the names of three (3) mediators chosen from the list provided for in clause 7 2.07 of this appendix. Once the parties have agreed on the choice of a mediator, they shall notify the records office, which shall set the date of the first mediation session as soon as possible.

Only an employee of the College, an elected official or an employee of the Union may represent the parties; they may, however, after having informed the other party in advance, call upon the services of an advisor.

The mediator shall attempt to help the parties to reach a settlement. If a settlement is reached, the mediator shall take note thereof, record it in writing and file a copy with the records office. This settlement shall be binding on the parties.

The records office shall file two (2) certified copies with the office of the Tribunal administratif du travail (TAT).

If the grievances or recourses included in the mediation process are not fully resolved, the remaining grievances shall be dealt with according to the formula agreed upon by the parties, and the other recourses shall be dealt with according to the procedures provided for in the Labour Code.

The mediator may not act as an arbitrator in the arbitration of any grievances not settled at the prearbitration mediation stage, unless the parties expressly agree otherwise prior to the start of the mediation.

The fees and expenses of the mediator shall be divided equally between the parties. However, if the mediator takes on the role of arbitrator in the same case, the fees and expenses charged as arbitrator shall be borne in accordance with clauses 7-2.05, 7-2.18 and 7-2.19 of this appendix.

7-3.02 Accelerated arbitration procedure

1. Admissible Grievances

Any grievance may be referred to this procedure provided that the parties explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties attesting to the agreement shall be forwarded to the records office.

Should the College and the Union fail to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, they may indicate separately such intent by forwarding a separate written notice to this effect to the records office, along with a certified copy to the other party.

In the latter case, both the written notice of the College and that of the Union must be received at the records office at least seven (7) days prior to the grievance in question being entered on the arbitration roll.

2. Arbitrator

The arbitrator shall be appointed by the records office; he/she shall conduct an investigation and question the parties and witnesses previously identified to the other party and may, at their request or with their consent, attempt to reconcile the parties.

3. Representation

Only an employee of the College, an elected official or an employee of the Union may represent the parties; they may, however, after having informed the other party in advance, call upon the services of an advisor.

4. Duration of the hearing

In general, the hearing of a case lasts approximately one hour.

5. Award

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two (2) pages). It may not be cited or used by anyone in connection with the arbitration of any other grievance, unless this grievance is related to an identical dispute between the same College and the professors involved in the same Union, and deals with the same facts and cases.

The arbitrator shall render his/her decision and shall send a copy to the parties within a maximum of five (5) working days following the hearing. He/she shall file the signed original with the records office.

6. The provisions of Articles 7-1.00 and 7-2.00 of this Appendix shall apply, with the exception of any incompatible provisions.

7-3.03 Preparatory Session

The attorneys assigned to any grievance file heard in accordance with the procedure provided for in Article 7-2.00 of this appendix shall inform each other of the nature of the preliminary argument(s) that they intend to raise at least one (1) week before the hearing, and shall inform the arbitrator if possible.

The attorneys assigned may agree, for any grievance file, to proceed with the joint filing of any form of evidence in order to accelerate the arbitration.

Any arbitration session provided for in Article 7-2.00 of this appendix shall begin at the time set by the records office; the solicitors, the assessors, if any, and the arbitrator shall first hold a private preparatory session that usually lasts half an hour.

The object of the preparatory conference shall be:

- to improve the arbitration procedure, make better use of available time and accelerate hearings;
- to allow the parties, if they have not already done so, to announce their legal defence procedures and the preliminary means by which they intend to plead;
- to identify the dispute and define the questions to be raised during the hearing;
- to foster the exchange of documentary evidence;
- to plan the presentation of legal evidence at the hearing;
- to examine possible admissions;
- to analyze any other question that may lead to an acceleration of the hearings.

CHAPTER 8-0.00 - MISCELLANEOUS

Article 8-1.00 - Miscellaneous

8-1.01

Appendix III-7 becomes effective on the signing date and ends on March 31, 2023.

These stipulations may be amended by a letter of agreement between the provincial parties.

8-1.02

These stipulations shall have no retroactive effect, except where provisions to the contrary have been made.

8-1.03

Either one of the provincial parties may give notice to the other party of its intention to repudiate or amend these stipulations within six (6) months prior to their expiry.

8-1.04

The collective agreement and letters of agreement are available on the website of the Comité patronal de négociation des collèges (CPNC) at: www.cpn.gouv.qc.ca.

8-1.05

The French text of these stipulations shall be the only official text for all legal purposes.

8-1.06

When a trainer believes that he/she has suffered prejudice from a decision by the College that modifies his/her working conditions other than those defined by this

collective agreement, he/she may file a grievance. In this case, the College must prove that it has reasonable grounds for its decision.

8-1.07

An arbitration board that, on the effective date of this appendix, is seized of a grievance, shall retain jurisdiction over this grievance until it renders its award.

8-1.08

A professor who is no longer employed by the College shall retain his/her right to file a grievance regarding any amount that may be owed to him/her. This right shall be exercised in accordance with this appendix.

8-1.09

The appendices attached to this appendix are an integral part thereof unless otherwise stipulated.

8-1.10

The professor shall be governed by the provisions of the Act respecting labour standards (R.S.Q., chapter N-1.1) with respect to absences and leaves for family or parental reasons and for illness.

8-1.11 Copyright

The activity plan and notes for the participant in a customized training activity (including audiovisual and computerized forms) developed by a professor may be used by the College, unless the professor objects for a valid reason. However, the activity plan and notes may not be transmitted to another organization unless the College has obtained the consent of the professor. The professor may not withhold his/her consent without a valid reason.

APPENDIX I – EMPLOYMENT CONTRACT

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.



765 Notre-Dame Est
Victoriaville, Quebec G6P 4B3
819-758-640

The CÉGEP de Victoriaville confirms the hiring as instructor of:

Surname and given name:

Address:

City, PQ, Postal code:

Residence:

Date of Birth:

Office number:

Mobile number:

Email:

TITLE OF CUSTOMIZED TRAINING ACTIVITY

DETAILS

Start of employment:

End of employment:

Number of hours planned for the customized training activity:

Number of hours planned for travel:

Hourly rate for a customized training activity:

Travel hourly rate:

Vacation pay increase (4%):

Statutory holiday pay increase (5%):

Specialization bonus (10% of the hourly rate paid for the customized training activity):

Total amount paid:

NOTES

SIGNATURES

Drafted by:

Date:

Authorized by:

Date:

Collective agreement:

The professor hereby declares that he/she is aware that the collective agreement between the College and the Union is available on the website of the Comité patronal de négociation des collèges (CPNC) at the following address: www.cpn.gouv.qc.ca. The parties hereby declare that the provisions of this employment contract are subject to the provisions of this appendix governing the College and the Union representing the professor in his/her employ.

In accordance with the procedures in effect at the CÉGEP de Victoriaville, the latter agrees to pay these amounts provided that the activities are not discontinued. Should such an eventuality occur, whether due to a lack of clientele or for any other reason, the CÉGEP de Victoriaville shall pay on a pro rata basis for services rendered.

Done at _____ on _____ 20____

Signatures:

College

Professor

cc: ☐ Professor ☐ Union ☐ SFCR

☐ Other: _____

Week
beginning
on: Number
of hours

1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
TOTAL NUMBER OF HOURS		

APPENDIX II – GRIEVANCE FORMGRIEVANCE NO.

FÉDÉRATION DES ENSEIGNANTES ET ENSEIGNANTS DE CÉGEP (CSQ)

Name of union:
Date on which the grievance was filed:
Surname and given name
of the professor making the
complaint:
Name of college:

Home address:

Address:

Home telephone:

Grievance submitted to the Director General or his/her representative
(Name):

Article(s) concerned:

Date of the fact giving rise to the grievance:

Nature of grievance:

☐

Union

☐

Group

☐

Individual

Nature of grievance:Corrective measure
required:
Signature of the professor making the complaint or union
delegate: _____

Copies: 1. College 3. FEC (CSQ)
 2. Union 4. Professor

APPENDIX III – FORM FOR SUBMITTING A GRIEVANCE TO ARBITRATION
FÉDÉRATION DES ENSEIGNANTES ET ENSEIGNANTS DE CÉGEP (CSQ)

Notice to the Chief Arbitrator

Notice is given in accordance with the provisions of Chapter 7-0.00 of this appendix concluded between the provincial parties:

College concerned:

Union concerned;

Nature of grievance:

□ Union

☐ Group

☐ Individual

Name(s) of the plaintiff(s) or their general designation:

Description of grievance:

Corrective
measures required:

This arbitration concerns grievance No.:

Submitted for the first time on:

Date: _____ Signature: _____

Professor making the complaint

or

Union representative

Copies to:

1. Records office of the arbitration boards for the education sector
2. College
3. FEC (CSQ)
4. Professor or union representative

**APPENDIX IV – CALCULATIONS OF HOURS OF WORK CREDITED FOR THE
PURPOSES OF ELIGIBILITY FOR EMPLOYMENT INSURANCE**

1. For the exclusive purposes of eligibility for employment insurance, an hourly paid professor shall be deemed to work two point seven (2.7) hours per each hour of paid customized training activity.
2. The College shall issue the record of employment in accordance with this agreement.

APPENDIX IV-1**PROGRAM DEVELOPMENT**

The Ministère agrees to maintain the current consultation procedures relating to pre-university programs and general education and to consult the Fédération des enseignantes et enseignants de Cégep (FEC/CSQ) before modifying any of these procedures.

APPENDIX IV-2**PROVISIONAL AUTHORIZATION OF PROGRAMS**

01. In a college, provisional authorization of programs is an exceptional measure implemented to meet a specific regular educational need.
02. A program can only receive provisional authorization once in a given college.
03. Provisional authorization is intended for no more than three (3) cohorts and cannot exceed five (5) years.
04. At the request of the FEC, the provincial parties shall meet to discuss the impact of the provisional authorization of a program.
05. Resources allocated to specific training in a program that has received provisional authorization shall not be counted in determining the number of positions at the College. Any position that may have resulted from these allocations shall therefore be deemed to be a full-time teaching load.
06. However, notwithstanding clause 8-4.07, for the duration of the training of each of the cohorts, and subject to sufficient enrolment:
 - a) if for a subject in specific training the allocation associated with the program that has received provisional authorization constitutes:
 - more than 0.25 FTE of the allocation of a position, it shall be filled as a full-time teaching load;
 - 0.25 FTE or less of the allocation of a position, it shall be filled as a position.
 - b) for general education subjects in a program that has received provisional authorization, the positions shall be filled as position, independently of the fraction of the allocation associated with the program within the allocation of the positions in question.
07. If the authorization becomes permanent, the professor who held a full-time teaching load shall be deemed to have filled a position.

APPENDIX V-1**LIST OF SUBJECTS**

101.	Biology
105*.	Scientific and Technological Literacy
107.	Health Services
109.	Physical Education
110.	Dental Technology
111.	Dental Hygiene
112.	Acupuncture
120.	Dietetics
130.	Medical Electrophysiology
140.	Biomedical Analysis Technology
141.	Respiratory Technology
142.	Radiology
144.	Physical Rehabilitation
145.	Natural Sciences
147.	Natural Environment Technology
152.	Farm Management and Operations
153.	Horticultural Technology
154.	Food Processing
160.	Paramedical Technology
165.	Pharmacy
171.	Diagnostic Techniques

180.	Nursing
181.	Emergency Prehospital Care
190.	Forestry
201.	Mathematics
202.	Chemistry
203.	Physics
204*.	Mathematics and Computers
205.	Geology
210.	Industrial Chemistry
211.	Plastics Processing
221.	Building and Public Works
222.	Urban Planning and Development
223.	Energy
230.	Geomatic Technology
231.	Fisheries
232.	Pulp and Paper
233.	Furniture Making and Cabinetwork
235.	Industrial Production
241.	Mechanics
242.	Graphic Design
243.	Electrical Engineering
244.	Physics Technology
247.	Systems Technology
248.	Maritime Technology
251.	Textile Technology and Management

260.	Water and Air Sanitation
262.	Environmental Technology
265.	Industrial Health and Safety
270.	Metallurgical Engineering Technology
271.	Mineral Technology
280.	Aeronautics
300*.	Social Sciences
305*.	Social Sciences (complementary)
310.	Paralegal Technology
311.	Fire Safety
320.	Geography
322.	Early Childhood Education
330.	History
332.	Ancient Civilizations
340.	Philosophy
345.	Humanities
350.	Psychology
351.	Special Education
352.	Gerontology
353.	Basic Assistance Services
354.	Leadership Training
360*.	Multidisciplinary
365*.	Transdisciplinary
370.	Religion

371.	Christian Fellowship
381.	Anthropology
383.	Economics
384.	Social Research Techniques
385.	Political Science
386.	Community Planning
387.	Sociology
388.	Social Work
391.	Recreational Technology
393.	Documentation Technology
394.	Public Relations
401.	Administration
410.	Business Administration (1)
411.	Medical Archives
412.	Office System Technology
413.	Cooperatives
414.	Tourism
415.	Business Administration (2)
420.	Computer Science Technology
430.	Hotel Management and Food Services
500*.	Arts
502*.	Arts and Letters
504*.	Arts and Aesthetics
506.	Dance
510.	Visual Arts

511.	Visual Arts
520.	Aesthetics and Art History
530.	Cinema
550.	Music
551.	Professional Music and Song Techniques
560.	Theatre
561.	Professional Theatre
570.	Applied Arts
571.	Fashion Design
573.	Arts and Crafts
574.	Animated Graphics Technology
581.	Graphic Communications
582.	Multimedia Integration
585.	Communications
589.	Communications Technology
601.	French (Language and Literature)
602.	French (Second Language)
603.	English (Language and Literature)
604.	English (Second Language)
607.	Spanish
608.	Italian
609.	German
610.	Russian
611.	Hebrew

612.	Yiddish
613.	Chinese
614.	Native Languages
615.	Ancient Languages
616.	Arabic
617.	Québec sign language
618.	Modern Languages
620.	Speech Science

— as well as any other subject or specialization added by the Ministère.

* Multidisciplinary subject

APPENDIX V-2**APPENDIX RESPECTING THE DETERMINATION OF SUBJECTS**

1. In applying clause 5-1.07, the parties agree to maintain local practices concerning the determination of subjects in matters pertaining to clauses 5-1.06, 5-4.04, 5-4.05 and 5-4.06 (the last three [3] clauses concerning the local identification of surpluses) and article 8-4.00.
2. However, the parties may agree to modify local practices concerning the determination of subjects in matters pertaining to the same clauses identified in the preceding paragraph.
3. If maintaining local practices or an agreement to modify them has the effect of fragmenting the subjects listed in Appendix V-1, the name of the surplus professor, as well as the specialization for which he/she was hired or in which he/she was teaching during the year that he/she was placed on availability, shall be forwarded to the placement office; inclusion in the lists shall then be done in accordance with the list in Appendix V-1 and the job security provisions shall then apply accordingly. For information purposes, the placement office shall also indicate the specialization that the professor was teaching at the time of his/her inclusion in the lists.
4. If maintaining local practices or an agreement to modify them has the effect of regrouping the subjects listed in Appendix V-1, the name of the surplus professor shall be forwarded to the placement office and he/she shall be included in the lists in the subject(s) for which he/she was hired or in which he/she was teaching during the year that he/she was placed on availability.

Provision Concerning the Department

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

5. In applying clause 5-1.07, the parties agree to maintain local practices concerning the determination of subjects for the purposes of clause 4-1.05.

APPENDIX V-3**EMPLOYMENT NOTICE**

COLLEGE: _____

PLACE OF WORK: _____

SUBJECT: _____

POSITION: _____

TEACHING
DUTIES: _____ FULL-TIME: _____ FULL-TIME
EQUIVALENT: _____

PART-TIME: _____

HOURLY PAID: _____

DESCRIPTION: _____

REQUIREMENTS: _____

EMPLOYMENT OFFERED IN ACCORDANCE WITH
THE PROVISIONS COVERING AN EQUAL ACCESS
TO EMPLOYMENT PROGRAM

YES _____ NO _____

PLEASE SUBMIT YOUR
APPLICATION TO: _____

BEFORE _____

APPENDIX V-4**LIST OF ZONES FOR RELOCATION PURPOSES****COLLEGES****OTHER COLLEGES IN THE ZONE**

ABITIBI-TÉMISCAMINGUE

-

AHUNTSIC

Édouard-Montpetit, Island of Montreal*,
L'Assomption, Lionel-Groulx, Montmorency,
Saint-Jérôme, Saint-Lambert, Terrebonne

ALMA

Jonquière

ANDRÉ-LAURENDEAU

Édouard-Montpetit, Island of Montreal*,
Lionel-Groulx, Montmorency,
Saint-Jean-sur-Richelieu, Saint-Lambert,
Terrebonne, Valleyfield

BAIE COMEAU

-

BAIE-DES-CHALEURS

-

BEAUCE-APPALACHES

-

BOIS-DE-BOULOGNE

Édouard-Montpetit, Island of Montreal*,
Lionel-Groulx, Montmorency, Saint-Jérôme,
Saint-Lambert, Terrebonne

CHARLEVOIX

-

CHIBOUGAMAU

-

CHICOUTIMI

Jonquière

DAWSON

Édouard-Montpetit, Island of Montreal*,
Lionel-Groulx, Montmorency,
Saint-Jean-sur-Richelieu, Saint-Lambert,
Terrebonne

DRUMMONDVILLE

-

ÉDOUARD-MONTPETIT

Island of Montreal*, Montmorency, Saint-Hyacinthe,
Saint-Jean-sur-Richelieu, Saint-Lambert

FRANÇOIS-XAVIER GARNEAU

Quebec City region**

Professors	- 274 -	FEC (CSQ)
GASPÉSIE ET DES ÎLES	-	
GÉRALD-GODIN	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jérôme, Saint-Lambert, Valleyfield	
GRANBY	-	
HÉRITAGE	Outaouais	
ÎLES-DE-LA-MADELEINE	-	
JOHN ABBOTT	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Lambert, Valleyfield	
JOLIETTE	L'Assomption, Terrebonne	
JONQUIÈRE	Alma, Chicoutimi	
LAC MÉGANTIC	-	
LA POCATIÈRE	Montmagny	
L'ASSOMPTION	Ahuntsic, Joliette, Lionel-Groulx, Maisonneuve, Marie-Victorin, Rosemont, Terrebonne	
LENNOXVILLE	Sherbrooke	
LÉVIS-LAUZON	Montmagny, Quebec City Region**	
LIMOILLOU	Quebec City region**	
LIONEL-GROULX	Island of Montreal*, L'Assomption, Montmorency, Saint-Jérôme, Terrebonne	
MAISONNEUVE	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne	
MARIE-VICTORIN	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Lambert, Terrebonne	
MATANE	-	
MATAPÉDIA (Matane)	Matapédia (Rimouski)	

MATAPÉDIA (Rimouski)	Matapédia (Matane)
MONT-LAURIER	-
MONTMAGNY	La Pocatière, Lévis-Lauzon
MONTMORENCY	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Saint-Jérôme, Saint-Lambert, Terrebonne
MONT-TREMBLANT	-
OUTAOUAIS	Héritage
RIMOUSKI	-
RIVIÈRE-DU-LOUP	-
ROSEMONT	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne
SAINT-FÉLICIEN	-
SAINT-HYACINTHE	Édouard-Montpetit, Saint-Lambert
SAINT-JEAN-SUR-RICHELIEU	André-Laurendeau, Dawson, Édouard Montpetit, Maisonnette, Rosemont, Saint-Lambert, Vieux Montréal
SAINT-JÉRÔME	Ahuntsic, Bois-de-Boulogne, Gérald-Godin, Lionel-Groulx, Montmorency, Saint-Laurent, Terrebonne, Vanier
SAINT-LAMBERT	Édouard-Montpetit, Island of Montreal*, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu
SAINT-LAURENT	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jérôme, Saint-Lambert, Terrebonne
ST. LAWRENCE	Quebec City region**
SAINTE-FOY	Quebec City region**

Professors	- 276 -	FEC (CSQ)
SEPT-ÎLES	-	
SHAWINIGAN	Trois-Rivières	
SHERBROOKE	Lennoxville	
SOREL-TRACY	-	
TERREBONNE	Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, Joliette, L'Assomption, Lionel-Groulx, Maisonneuve, Marie-Victorin, Montmorency, Rosemont, Saint-Jérôme, Saint-Laurent, Vanier, Vieux Montréal	
THETFORD	-	
TROIS-RIVIÈRES	Shawinigan	
VALLEYFIELD	André-Laurendeau, John Abbott, Gérald-Godin	
VANIER	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jérôme, Saint-Lambert, Terrebonne	
VICTORIAVILLE	-	
VIEUX MONTRÉAL	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne	

* Island of Montreal: Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, John Abbott, Gérald-Godin, Maisonneuve, Marie-Victorin, Rosemont, Saint-Laurent, Vanier, Vieux Montréal colleges

** Quebec City region: François-Xavier-Garneau, Lévis-Lauzon, Limoilou, St. Lawrence, Sainte-Foy colleges

APPENDIX V-5**LIST OF SECTORS FOR RELOCATION PURPOSES****COLLEGES****OTHER COLLEGES IN THE SECTOR**

ABITIBI-TÉMISCAMINGUE

-

AHUNTSIC

Édouard-Montpetit, Granby, Island of Montreal*,
Joliette, L'Assomption, Lionel-Groulx,
Montmorency, Saint-Hyacinthe,
Saint-Jean-sur-Richelieu, Saint-Jérôme,
Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

ALMA

Chicoutimi, Jonquière, Saint-Félicien

ANDRÉ-LAURENDEAU

Édouard-Montpetit, Granby, Island of Montreal*,
Joliette, L'Assomption, Lionel-Groulx,
Montmorency, Saint-Hyacinthe,
Saint-Jean-sur-Richelieu, Saint-Jérôme,
Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

BAIE-COMEAU

-

BAIE-DES-CHALEURS

-

BEAUCE-APPALACHES

Thetford, Lac Mégantic

BOIS-DE-BOULOGNE

Édouard-Montpetit, Granby, Island of Montreal*,
Joliette, L'Assomption, Lionel-Groulx,
Montmorency, Saint-Hyacinthe,
Saint-Jean-sur-Richelieu, Saint-Jérôme,
Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

CHIBOUGAMAU

-

CHARLEVOIX

-

CHICOUTIMI

Alma, Jonquière

DAWSON

Édouard-Montpetit, Granby, Island of Montreal*,
Joliette, L'Assomption, Lionel-Groulx,
Montmorency, Saint-Hyacinthe,
Saint-Jean-sur-Richelieu, Saint-Jérôme,
Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

DRUMMONDVILLE	Édouard-Montpetit, Granby, Lennoxville, Saint-Hyacinthe, Saint-Lambert, Shawinigan, Sherbrooke, Sorel-Tracy, Trois-Rivières, Victoriaville
ÉDOUARD-MONTPETIT	Drummondville, Granby, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
FRANCOIS-XAVIER-GARNEAU	Montmagny, Quebec City region**
GASPÉSIE ET DES ÎLES	-
GÉRALD-GODIN	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne, Valleyfield
GRANBY	Drummondville, Édouard-Montpetit, Island of Montreal*, Lennoxville, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Lambert, Sherbrooke
HÉRITAGE	Outaouais
ÎLES-DE-LA-MADELEINE	-
JOHN ABBOTT	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne, Valleyfield
JOLIETTE	Édouard-Montpetit, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jérôme, Saint-Lambert, Terrebonne, Trois-Rivières
JONQUIÈRE	Alma, Chicoutimi
LAC MÉGANTIC	Beauce-Appalaches, Sherbrooke, Thetford
LA POCATIÈRE	Montmagny, Rivière-du-Loup

L'ASSOMPTION	Édouard-Montpetit, Island of Montreal*, Joliette, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne
LENNOXVILLE	Drummondville, Granby, Sherbrooke, Victoriaville
LÉVIS-LAUZON	Montmagny, Quebec City region**
LIMOILLOU	Montmagny, Quebec City region**
LIONEL-GROULX	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Montmorency, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne, Valleyfield
MAISONNEUVE	Édouard-Montpetit, Granby, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
MARIE-VICTORIN	Édouard-Montpetit, Granby, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
MATANE	Matapédia (Matane), Matapédia (Rimouski), Rimouski
MATAPÉDIA (MATANE)	Matane, Matapédia (Rimouski), Rimouski
MATAPÉDIA (RIMOUSKI)	Matane, Matapédia (Matane), Rimouski
MONT-LAURIER	-
MONTMAGNY	La Pocatière, Quebec City region**
MONTMORENCY	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Terrebonne, Valleyfield
MONT-TREMBLANT	Saint-Jérôme
OUTAOUAIS	Héritage

RIMOUSKI	Matane, Matapédia (Matane), Matapédia (Rimouski), Rivière-du-Loup
RIVIÈRE-DU-LOUP	La Pocatière, Rimouski
ROSEMONT	Édouard-Montpetit, Granby, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
SAINT-FÉLICIEN	Alma
SAINT-HYACINTHE	Drummondville, Édouard-Montpetit, Granby, Island of Montreal*, L'Assomption, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Sorel-Tracy, Terrebonne, Victoriaville
SAINT-JEAN-SUR-RICHELIEU	Édouard-Montpetit, Granby, Island of Montreal*, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Lambert, Terrebonne, Valleyfield
SAINT-JÉRÔME	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Mont-Tremblant, Saint-Lambert, Terrebonne
SAINT-LAMBERT	Drummondville, Édouard-Montpetit, Granby, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
SAINT-LAURENT	Édouard-Montpetit, Granby, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
ST. LAWRENCE	Montmagny, Quebec City region**
SAINTE-FOY	Montmagny, Quebec City region**
SEPT-ÎLES	-
SHAWINIGAN	Drummondville, Trois-Rivières, Victoriaville
SHERBROOKE	Drummondville, Granby, Lennoxville, Victoriaville

SOREL-TRACY	Drummondville, Édouard-Montpetit, Island of Montreal*, Saint-Hyacinthe, Saint-Lambert, Terrebonne, Trois-Rivières
TERREBONNE	Édouard-Montpetit, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Valleyfield
THETFORD	Beauce-Appalaches, Lac Mégantic, Victoriaville
TROIS-RIVIÈRES	Drummondville, Joliette, Shawinigan, Sorel-Tracy, Victoriaville
VALLEYFIELD	Édouard-Montpetit, Island of Montreal*, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Saint-Lambert, Terrebonne
VANIER	Édouard-Montpetit, Granby, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield
VICTORIAVILLE	Drummondville, Lennoxville, Saint-Hyacinthe, Shawinigan, Sherbrooke, Thetford, Trois-Rivières
VIEUX MONTRÉAL	Édouard-Montpetit, Granby, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Lambert, Sorel-Tracy, Terrebonne, Valleyfield

*Island of Montreal:

Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, Gérald-Godin, John Abbott, Maisonneuve, Marie-Victorin, Rosemont, Saint-Laurent, Vanier, Vieux Montréal colleges

**Quebec City region:

François-Xavier-Garneau, Lévis-Lauzon, Limoilou, Sainte-Foy, St. Lawrence colleges

APPENDIX V-6**MOVING EXPENSES****1.01**

The provisions of this appendix shall apply to any professor who, by virtue of the provisions concerning job security, is subject to a relocation that involves a change in domicile.

When the distance between the former place of work and the new place of work is more than fifty kilometres (50 km), the moving expenses provided for in this appendix shall apply only if the professor moves. The College may also authorize the reimbursement of moving expenses in other cases, after having studied the case in question.

1.02

The allowances provided for in this appendix shall be paid by the College of origin of the professor, upon presentation of supporting vouchers. The College shall pay the expenses within thirty (30) days.

1.03

A professor who accepts an offer of employment and who moves shall be entitled to take leave from work:

- a) without loss of pay, for a maximum of three (3) working days, excluding the time required for a return trip, in order to look for a new home. In such cases, the College shall reimburse the professor for the cost of a return trip for the professor and his/her spouse, as well as their living expenses for a period not exceeding three (3) days, in accordance with the regulations concerning travel costs in effect at the College;
- b) without loss of pay, for three (3) working days, in order to move from the old house into the new one. In such cases, the professor's and his family's travel and living expenses shall be reimbursed in accordance with the regulations concerning travel costs in effect at the College.

1.04

The College shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the professor concerned, including packing and unpacking and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that he/she supplies, in advance, at least two (2) detailed bids for the costs to be incurred.

1.05

However, the College shall not pay the cost of transporting the professor's personal vehicle, unless the location of his/her new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed.

1.06

When the professor cannot move directly from one house to the next because of reasons beyond his/her control, other than the construction of a new residence, the College shall pay the costs of storing the professor's furniture and personal effects and those of his/her dependents for a period not to exceed two (2) months.

1.07

The College shall pay a moving allowance of seven hundred fifty dollars (\$750) to any professor who is transferred, in compensation for incidental moving expenses (carpets, draperies, disconnecting and installing electrical appliances, cleaning, babysitting fees, etc.), unless said professor is assigned to a location where complete facilities are placed at his/her disposal by the new college.

1.08

The College shall pay the equivalent of one (1) month's rent to a professor who must abandon a dwelling without a written lease. If there is a lease, the College shall reimburse, for a maximum of three (3) month's rent, a professor who must break his/her lease if and when the landlord demands compensation. In both cases, the professor shall attest that the landlord's request is well-founded and produce supporting vouchers.

1.09

If a professor chooses to sublet his/her dwelling himself/herself, reasonable costs for advertising the sublet shall be assumed by the College.

1.10

- a) The College shall pay a professor who must sell his/her house (principal residence) the agent's fees, upon presentation of the following documents:
- the contract with the real estate agent immediately after its signature;
 - the sales contract;
 - the real estate agent's fees.
- b) The College shall pay a professor who has sold his/her house because of his/her relocation and who purchases a new one in order to set up residence at his/her new posting, to cover the cost of notarized deeds.

1.11

When the house of a relocated professor is not sold by the time he/she must assume his/her obligations regarding his/her new place of residence, even though it has been put up for sale at a reasonable price, the costs of keeping the unsold house shall not be reimbursed but, in this case, the College shall reimburse the following expenses upon production of supporting vouchers, for a period not exceeding three (3) months:

- a) municipal and school taxes;
- b) the interest on the mortgage;
- c) the cost of the insurance premium.

1.12

When the move from one home to another cannot take place directly because of reasons beyond the professor's control, other than the construction of a new residence, the College shall reimburse the professor for living expenses for himself/herself and his/her family in accordance with the regulations concerning travel expenses in effect at the College, for a period not exceeding two (2) weeks.

1.13

If the move is delayed with the authorization of the College and if the professor's family is not relocated immediately, the College shall assume the professor's transportation costs to visit his/her family every two (2) weeks, if the distance to be covered is equal to or less than a five hundred kilometres (500 km) round trip, and once a month if the return distance to be covered exceeds five hundred kilometres (500 km) up to a maximum of one thousand six hundred kilometres (1 600 km) round trip.

1.14

In the case where a relocated professor chooses not to sell his/her house (principal residence), he/she may benefit from the provisions of this clause. In order to avoid a double financial burden for the professor-owner due to the fact that his/her principal residence is not rented at the time he/she assumes his/her new accommodation obligations in the new location, the College shall pay him/her, for the period in which his/her house is not rented, the amount of his/her new rent, up to a maximum of three (3) months, upon presentation of supporting vouchers. Moreover, the College shall reimburse him/her for reasonable advertising costs and the costs of no more than two (2) trips incurred for the renting of his/her house, upon presentation of supporting vouchers and in accordance with the regulations concerning travel costs in effect at the College.

APPENDIX V-7**FORM FOR NON-TENURED FULL-TIME PROFESSORS MENTIONED IN:**

- paragraph b) of clause 5-4.08;
and
- paragraph a) of clause 5-4.17, priorities 9 and 14.

SURNAME: _____

GIVEN NAME: _____

FULL-TIME
PROFESSOR:

COLLEGE OF
ORIGIN: _____

CONTRACT YEAR: _____

SUBJECT: _____

POSITION APPLIED FOR: _____

DATE: _____ SIGNATURE: _____

NB: THE APPLICANT'S RÉSUMÉ AND OTHER RELEVANT INFORMATION AND DOCUMENTS SHOULD BE SUBMITTED ALONG WITH THIS FORM.

APPENDIX V-8**CALCULATION OF WORKING HOURS CREDITED FOR THE PURPOSES OF
ELIGIBILITY FOR EMPLOYMENT INSURANCE**

1. For the exclusive purposes of eligibility for employment insurance, a full-time professor, for any one (1) year, shall be said to work thirty-seven (37) hours per week.
2. For the exclusive purposes of eligibility for employment insurance, a part-time professor shall be said to work the number of hours obtained by applying paragraph 1 in proportion to his/her FTE.

However, for any given professor, should the result of applying the preceding paragraph be less than the result of applying paragraph 3, paragraph 3 shall apply.

3. For the exclusive purposes of eligibility for employment insurance, an hourly paid professor shall be said to work 3.6 hours per course hour remunerated.
4. The College shall issue the record of employment in accordance with this agreement.
5. This agreement is reached without prejudice to the inquiry on job evaluation now in progress.

APPENDIX V-9**DECLARATION OF EMPLOYMENT FORM**

This form must be filled out and submitted to the College at the latter's request, but no later than at the time the professor signs his/her employment contract.

A. EXPLANATIONS**1. Professional Activity**

This expression shall signify a remunerated professional activity, carried out as an employee or as a self-employed person under contract or otherwise.

2. Average Number of Hours Per Week

The average number of hours per week worked within the framework of your professional activities is not a determining factor for your status of employment. To determine whether you hold full-time employment, refer to Item B.

3. Dual Employment

All of your professional activities must be declared on this form.

B. DEFINITION OF FULL-TIME EMPLOYMENT

The following persons shall be considered to hold full-time employment:

1. any person who, in one or more professional activities, performs remunerated work for a length of time corresponding to the number of weekly or monthly hours worked by persons holding similar full-time jobs, according to what is generally recognized;
2. any person who, while holding full-time employment, is on leave with pay;
3. any person who, while holding full-time employment, is on availability with pay.

Any person who meets one or more of the above criteria shall declare himself/herself as holding full-time employment and shall be considered as holding dual employment.

Notwithstanding the preceding paragraph, only a person holding full-time employment or who expects to hold full-time employment during the entire year for which he/she submits his/her candidacy shall declare himself/herself as holding dual employment.

DECLARATION OF EMPLOYMENT

College: _____

Subject: _____ Semester: _____

IDENTIFICATION

Surname: _____ Given name: _____

Address: _____ Postal code: _____

Telephone (home): _____ (office): _____

Social insurance number: _____

PROFESSIONAL ACTIVITIES

For every professional activity performed during the semester or year covered by the contract offered, give the following information:

Name of employer(s) (or self-employment)	Title or duties	Average no. of hours per week

EMPLOYMENT SITUATION

Considering the definition of full-time employment (see Item B), check one or the other of the following declarations:

- ☐ I currently hold what is considered full-time employment and, consequently, I shall hold dual employment.
- ☐ I do not currently hold what is considered full-time employment and, consequently, I shall not hold dual employment.

DATE: _____ SIGNATURE: _____

APPENDIX V-10**APPENDIX RESPECTING PARENTAL RIGHTS**

NB: For the purposes of this appendix, the expression "the parties" shall refer to the Government and the CSQ.

ADDENDUM

Should any amendments be made to the Québec parental insurance plan (QPIP), the Employment Insurance Act or the Act respecting labour standards with respect to parental rights, it is agreed that the parties shall meet to discuss the possible implications of these amendments on the current parental rights plan.

APPENDIX V-11**APPENDIX RESPECTING FAMILY RESPONSIBILITIES**

The CSQ union party, on the one part, and the Gouvernement du Québec represented by the Treasury Board, on the other part, hereby acknowledge the interdependent relationship that exists between family and work. In that sense, the parties agree to take work-family balance into account in the organization of work at the College.

To this effect, the parties to this agreement encourage the sectorial, regional or local parties, as the case may be, to foster a better balance between parental and family responsibilities and occupational responsibilities in establishing working conditions and their application.

APPENDIX V-12**LIST OF ORGANIZATIONS FOR WHICH THE WORKING CONDITIONS OR SALARY STANDARDS AND RATES OF THEIR EMPLOYEES ARE DETERMINED OR APPROVED IN ACCORDANCE WITH CONDITIONS DEFINED BY THE GOVERNMENT**

Agence du revenu du Québec
Autorité des marchés financiers
Autorité des marchés publics
Bibliothèque et Archives nationales du Québec
Bureau des enquêtes indépendantes
Centre de la francophonie des Amériques
Commissaire à la lutte contre la corruption
Commission de la capitale nationale du Québec
Commission de la construction du Québec
Commission des services juridiques
Conseil des arts et des lettres du Québec
Conservatoire de musique et d'art dramatique du Québec
Corporation d'urgences-santé de la région de Montréal Métropolitain
École nationale de police du Québec
École nationale des pompiers du Québec
Financement-Québec
Fondation de la faune du Québec
Fonds de recherche du Québec – Santé
Fonds de recherche du Québec–Nature et technologies
Fonds de recherche du Québec–Société et culture
Héma-Québec
Institut de tourisme et d'hôtellerie du Québec
Institut de technologie agroalimentaire du Québec
Institut national d'excellence en santé et en services sociaux
Institut national de la santé publique du Québec
Institut national des mines
Musée d'art contemporain de Montréal
Musée de la civilisation
Musée national des beaux-arts du Québec
Office de la Sécurité du revenu des chasseurs et piégeurs cris
Office Québec- pour la jeunesse
Parc Olympique
Régie de l'énergie
Société de développement de la Baie James
Société de développement des entreprises culturelles
Société de financement des infrastructures locales du Québec
Société de la Place des Arts de Montréal
Société de télédiffusion du Québec

Société des alcools du Québec
Société des établissements de plein air du Québec
Société des loteries du Québec
Société des traversiers du Québec
Société du Centre des congrès de Québec
Société du Grand théâtre de Québec
Société du Palais des congrès de Montréal
Société du parc industriel et portuaire de Bécancour
Société du Plan Nord
Société portuaire du Bas-Saint-Laurent et de la Gaspésie inc.
Société québécoise d'information juridique
Société québécoise de récupération et de recyclage
Société québécoise des infrastructures
Société québécoise du cannabis

APPENDIX V-13**LETTER OF AGREEMENT CONCERNING THE CREATION OF A WORKING
COMMITTEE ON THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT
PLAN (RREGOP)**

Within thirty (30) days of the effective date of the collective agreement, the parties shall create a working committee, under the supervision of the Treasury Board of Canada Secretariat, on the advisability of making certain changes to the Government and Public Employees Retirement Plan (RREGOP).

The mandate of the committee shall be:

1. To examine the following elements:

a) Parameters and evolution of pension plans

The parties shall agree to discuss certain parameters of the Public Employees Retirement Plan (RREGOP), taking into consideration various elements, including the retention of experienced employees on a voluntary basis. These discussions shall include the subjects of gradual retirement, early benefit, maximum participation age, postponed pension, and the interest rate assumption of the actuarial reduction compensation.

The parties shall agree to discuss equity among participants and the interaction of the RREGOP with the Quebec Pension Plan (QPP).

The parties shall agree to discuss the coexistence of the RREGOP and the Pension Plan of Management Personnel (PPMP).

b) Financing

The parties shall agree to discuss the financing terms for the benefits payable by RREGOP members in accordance with certain risk factors, in particular the growing maturity of the plan and the uncertainty surrounding financial market returns. These discussions shall include the following subjects:

- o A differentiated investment policy funding approach;
- o The functioning of the stabilization fund;
- o The use of margins for adverse deviations.

2. To produce a report, whether jointly or not, to be presented to the negotiating parties no later than six (6) months before the expiry of the collective agreement.

The working committee shall consist of four (4) representatives from the employer party and two (2) representatives of each of the following unions: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ) and Fédération des travailleurs et travailleuses du Québec (FTQ).

APPENDIX V-14**LETTER OF AGREEMENT CONCERNING THE CREATION OF A WORKING COMMITTEE ON PARENTAL RIGHTS**

Within thirty (30) days following the effective date of the collective agreement, the parties shall create a working committee, under the supervision of the Treasury Board of Canada Secretariat, regarding parental rights.

The mandate of the working committee shall be:

1. to analyze the following components of the parental rights plan and to issue recommendations:

a) Formula for calculating the employer's indemnity

In order to meet the objective of ensuring income replacement during maternity leave equivalent to what the employee would have received if she had been at work, it is proposed to discuss potential adaptations to be made to the current formula for calculating the employer's indemnity. This formula, based on the employee's basic weekly salary, must take into account the benefits paid by the Quebec Parental Insurance Plan (QPIP) and exemptions from contributions to government plans and the retirement pension plan.

The basic weekly salary to be used in calculating the employer's indemnity will also need to be discussed, particularly regarding part-time employees.

b) Parental leave

The benefits provided during the period preceding maternity leave and the prior notice to be given for obtaining maternity leave should be examined.

Within ninety (90) days following the signing of the collective agreement, the parties shall relax the legal adoption requirement in certain situations, notably for mixed bank adoptions, with the aim of allowing adoption leave to be taken when a child arrives in the family.

c) Identifying priority union issues

2. To examine issues relating to the application of the provisions on parental rights set out in the collective agreement.
3. To analyze the provisions on parental rights set out in the collective agreement to ensure that they are consistent with the current legislative framework and that they are written in an inclusive manner.

4. To determine, where applicable, the technical and cross-referencing parameters and modalities required to implement these changes.
5. To produce a report, whether jointly or not, to be presented to the negotiating parties no later than six (6) months before the expiry of the collective agreement.

The working committee shall consist of four (4) representatives from the employer party and two (2) representatives of each of the following union organizations: Confédération des syndicats nationaux (CSN), Centrale des syndicats du Québec (CSQ) and Fédération des travailleurs et travailleuses du Québec (FTQ).

APPENDIX VI-1**SALARY SCALES**

TABLE A
FULL-TIME OR PART-TIME PROFESSORS
(ANNUAL RATES)

Step¹	Rate from 2020-04-01 to 2021-03-31 (\$)	Rates from 2021-04-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	44,721	45,615	46,527
2	47,709	48,663	49,636
3	50,898	51,916	52,954
4	52,025	53,066	54,127
5	53,177	54,241	55,326
6	54,354	55,441	56,550
7	55,560	56,671	57,804
8	57,923	59,081	60,263
9	60,383	61,591	62,823
10	62,950	64,209	65,493
11	66,052	67,373	68,720
12	69,348	70,735	72,150
13	72,804	74,260	75,745
14	76,434	77,963	79,522
15	80,238	81,843	83,480
16	84,243	85,928	87,647
17	88,448	90,219	92,027
18 ²⁻³	89,890	91,690	93,527
19 ³	91,355	93,185	95,051
20 ³	92,844	94,704	96,600

-
- ¹ Professors shall be assigned the step corresponding to their experience, increased by:
- 2 steps for professors whose schooling is evaluated at 17 years;
 - 4 steps for professors whose schooling is evaluated at 18 years;
 - 6 steps for professors whose schooling is evaluated at 19 years;
 - 8 steps for professors whose schooling is evaluated at 19 or more years and who have a doctorate.
- ² Step 18 is accessible to professors who have a master's degree in the discipline taught or in a discipline relevant to and useful for teaching the discipline specified in their contract.
- ³ Steps 18, 19 and 20 are accessible to professors who have 19 or more years of schooling and a doctorate.

TABLE B

HOURLY RATES AND SALARY SCALES FOR HOURLY PAID PROFESSORS

Year of schooling	Step	Rates from 2020-04-01 to 2021-03-31 (\$)	Rates from 2021-04-01 To 2021-06-30 (\$)	Rates from 2021-07-01 to 2022-03-31 (\$)	Rates from 2022-04-01 to 2022-06-30 (\$)	Rates from 2022-07-01 to 2023-03-29 (\$)	Rates as of 2023-03-30 (\$)
19 years or more	1	104.37	106.46				
	2			106.46	108.59	108.59	108.59
	3			108.20	110.36	110.70	110.88
	4			109.97	112.17	112.85	113.22
	5			111.78	114.02	115.04	115.61
	6					117.28	118.05
17 or 18 years	1	84.20	85.88	90.17	91.97	91.97	95.23
	2			91.94	93.78	93.97	97.71
	3			93.74	95.61	96.02	100.26
	4			95.58	97.49	98.11	102.88
	5					100.25	105.56
	6						108.32
16 years or less	1	71.95	73.39	77.06	78.60	78.60	81.93
	2			79.06	80.64	80.77	84.36
	3			81.11	82.73	83.00	86.86
	4			83.22	84.88	85.29	89.44
	5					87.64	92.09
	6						94.83

The word "years" corresponds to the schooling established in accordance with the collective agreement.

TABLE C**HOURLY RATES OF THE PROFESSOR FOR OTHER TEACHING ACTIVITIES
PROVIDED FOR IN CLAUSE 6-1.04**

Step	Rates from 2021-07-01 to 2022-03-31 (\$)	Rates as of 2022-04-01 (\$)
1	49.20	50.19

APPENDIX VI-2**REGIONAL DISPARITIES****1.00 SECTION I - DEFINITIONS**

For the purposes of this appendix, the following terms shall mean:

1.01**1.0 Dependent**

The spouse and dependent child as defined in clauses 1-2.08 and 1-2.10 and any other dependent as defined in the Taxation Act (CQLR, chapter 1-3), provided that the latter reside with the professor. Furthermore, for the employee working in the locality of Fermont, shall be considered a dependent child, the child of twenty-five (25) years of age or under who, outside his/her parents' locality of assignment, is pursuing post-secondary studies in a recognized educational institution. However, for the purposes of this appendix, the income earned from a job by the professor's spouse shall not nullify the latter's status as dependent.

The fact that a child attends a secondary school declared to be of public interest situated elsewhere than in the professor's place of residence shall not nullify his/her status as a dependent if no public secondary school is accessible where the professor lives.

Also, the fact that a child attends preschool or elementary school declared to be of public interest situated elsewhere than in the professor's place of residence shall not nullify his/her status as a dependent if no preschool or elementary school, as the case may be, is accessible in the child's language of instruction (French or English) where the professor lives.

2.0 Point of departure

The domicile in the legal sense of the word, at the time of hiring, insofar as the domicile is situated in Québec. The said point of departure may be modified by an agreement between the College and the professor provided that it is located in Québec.

The fact that a professor already covered by this appendix changes college shall not modify his/her point of departure.

1.02 Sectors

Sector I

- Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

Sector II

- Fermont;
- Côte-Nord territory, situated east of the Moisie River to Hâvre St-Pierre;
- Îles-de-la-Madeleine.

Sector III

- Territory situated north of the fifty-first degree (51°) of latitude including Mistissini, Chisasibi, Radisson and Waswanipi excluding Fermont and the localities included in sectors IV and V;
- Parent, Sanmaur, Clova and Oujé-Bougoumou;
- Côte-Nord territory east of Hâvre St-Pierre to the Labrador border, including the Island of Anticosti.

Sector IV

- Wemindji, Eastmain, Waskaganish, Nemiscau, Inukjuak, Puvirnituq, Umiujaq, Kuujjuaq, Kuujjuarapik, Whapmagoostui, Schefferville and Kawawachikamach.

Sector V

- Tasiujaq, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujaq, Kangirsuk, Salluit, Taqpangajuk and Umiujaq.

2.00 SECTION II - PREMIUMS

2.01

A professor working in one of the sectors mentioned in Point 1.02 shall receive an annual isolation and remoteness premium of:

	Sector	With dependents	Without dependents
From April 1, 2020 to March 31, 2021	I	\$8,898	\$6,221
	II	\$11,005	\$7,334
	III	\$13,844	\$8,654
	IV	\$18,005	\$10,215
	V	\$21,242	\$12,049
From April 1, 2021 to March 31, 2022	I	\$9,076	\$6,345
	II	\$11,225	\$7,481
	III	\$14,121	\$8,827
	IV	\$18,365	\$10,419
	V	\$21,667	\$12,290
From April 1, 2022 to March 31, 2023	I	\$9,258	\$6,472
	II	\$11,450	\$7,631
	III	\$14,403	\$9,004
	IV	\$18,732	\$10,627
	V	\$22,100	\$12,536

2.02

The amount of the isolation and remoteness premium to which the part-time professor and hourly paid professor is entitled shall be in proportion to his/her full-time equivalence as defined in clause 8-4.08.

2.03

Should the availability, as defined under the collective agreement, be less than that for which the professor has been hired, the amount of the isolation and remoteness premium shall be adjusted to the availability actually provided, in relation to the availability for which the professor has been hired.

2.04

The professor on maternity, paternity or adoption leave who remains in the territory during the leave shall continue to benefit from the provisions of this appendix.

2.05

If both members of a couple work for the same college or if both work for two (2) different employers in the public and parapublic sectors, only one (1) of the two (2) may avail himself/herself of the premium applicable to professors with dependent(s), if he/she has one or more dependents other than his/her spouse. If he/she has no dependent other than his/her spouse, each shall be entitled to the premium appearing in the scale "no dependents", notwithstanding the definition of the term "dependent" found in clause 1.01 of Section I.

2.06

Subject to point 2.03, the College shall cease to pay the isolation and remoteness premium if the professor and his/her dependents deliberately leave the territory during a leave or paid leave of absence for more than thirty (30) days, except if it involves annual

vacation, a statutory holiday, sick leave, maternity leave, paternity leave, adoption leave or leave due to a work accident.

3.00 SECTION III - OTHER BENEFITS

3.01

The College shall assume the following expenses incurred by every professor recruited in Québec from more than fifty (50) kilometres from the locality where he/she is required to perform his/her duties, provided that it be situated in one of the sectors described in point 1.02 of Section I:

- a) the transportation expenses of the transferred professor and his/her dependents;
- b) the cost of transporting his/her personal belongings and those of his/her dependents up to a maximum of:
 - two hundred and twenty-eight kilograms (228 kg) for each adult or each child twelve 12 years old and over;
 - one hundred and thirty-seven kilograms (137 kg) for each child under twelve (12) years old;
- c) if need be, the cost of transporting his/her furniture (including household utensils), other than those provided by the College;
- d) the cost of transporting his/her vehicle, if need be, on land, by boat or train;
- e) the cost of storing his/her furniture, if need be.

3.02

The professor shall not be entitled to be reimbursed for those expenses provided for under point 3.01 if he/she is in breach of contract due to go work for another employer before the sixty first (61st) day of his stay in the territory unless the Union and the College agree otherwise.

3.03

If the professor eligible for the provisions of paragraphs b), c) and d) of point 3.01 decides not to avail himself/herself of some or of all of them immediately, he/she shall remain eligible for the said provisions during the year following the date on which his/her assignment began.

3.04

These expenses shall be payable provided that the professor is not reimbursed for these expenses by another plan, such as the federal labour mobility plan and his/her spouse has not received an equivalent benefit from his/her employer or from another source and solely in the following cases:

- a) the professor's first assignment and re-hiring by the College of the non-tenured professor:
 - from the point of departure to the place of assignment;
- b) the nonrenewal of the contract by the College:
 - from the place of assignment to the point of departure;
- c) a subsequent assignment at the request of the College or the professor:
 - from one place of assignment to another;
- d) breach of contract, resignation or death of the professor:
 - from the place of assignment to the point of departure; such a reimbursement shall only be made according to the availability actually provided, under the terms of the collective agreement, in relation to the availability for which the professor has been hired, except in the event of death;
- e) when a professor obtains a leave of absence for professional development:
 - from the place of assignment to the point of departure; in this case, the expenses prescribed in clause 3.01 shall also be payable to the professor whose point of departure is situated at fifty (50) kilometres or less from the locality where he/she performs his/her duties.

3.05

These expenses shall be borne by the College from the point of departure to the place of assignment or shall be reimbursed upon presentation of supporting vouchers.

If a professor is recruited from outside Québec, these expenses shall be assumed by the College without exceeding the equivalent travel expenses between Montréal and the locality where the professor is called to perform his/her duties.

work for the same college, only one may avail himself/herself of the benefits granted under point 3.05.

3.06

The weight of two hundred and twenty-eight kilograms (228 kg) provided for in paragraph b) of point 3.01 shall be increased by forty-five kilograms (45 kg) per year of service in the territory in the College's employ. This provision shall cover the professor only.

4.00 SECTION IV - OUTINGS**4.01**

The fact that the professor's spouse works for the College or another employer in the public and parapublic sectors shall not grant the professor a number of outings paid by the College which is greater than that provided for in this appendix.

4.02

The College shall pay directly or reimburse the professor recruited from more than fifty (50) kilometres from the locality situated in the Îles-de-la-Madeleine where he/she performs his/her duties for the expenses inherent to one (1) outing per year, for the professor and his/her dependents.

The initial place of recruitment shall not be modified due to the fact that the non-tenured professor who is subsequently re-hired, chose to stay there during the period of unemployment.

These expenses shall be paid directly or reimbursed upon presentation of supporting vouchers for the professor and his/her dependents up to, for each, the equivalent of the price of a return flight from the locality of assignment to the point of departure situated in Québec or up to Montréal.

4.03

In the cases provided for in 4.02, an outing may be used by the spouse or any member of the family not residing in the territory to visit the professor who lives in the Îles-de-la-Madeleine.

4.04

In the case where a professor or one of his/her dependents must urgently leave his/her place of work situated in the Îles-de-la-Madeleine because of illness, accident or complications related to pregnancy, the College shall pay for the cost of the return flight. The professor shall prove that it was necessary for him/her to leave without delay. An attestation from the nurse or physician in the locality or, if the attestation cannot be obtained locally, a medical certificate from the attending physician shall be accepted as proof.

The College shall also pay for the return flight of the person who accompanies the person who had to leave his/her workplace.

4.05

The College shall authorize a professor to take an unpaid leave of absence if one of his/her dependents must leave the locality urgently under point 4.04 in order to allow him/her to accompany his/her dependent, subject to the acquired rights provided in the article on personal leave.

4.06

The professor who is originally from a locality situated more than fifty (50) kilometers from his/her place of assignment, who was recruited locally and who is entitled to outings because he or she is in a conjugal relationship with a person working in the public sector shall continue to benefit from the outings, as provided for in point 4.02, even though he/she has lost his/her spousal status under the terms of clause 1-2.08.

5.00 SECTION V - REIMBURSEMENT OF TRANSIT EXPENSES**5.01**

The College shall reimburse the professor, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and lodging, if need be) for himself/herself and for his/her dependents when he/she is hired and on any trip provided for in clause 4.02, provided that the expenses are not assumed by a carrier.

The expenses shall be limited to the amounts provided for in the relevant provisions of the collective agreement or, failing that, according to the College's regulations with regard to travel expenses.

6.00 SECTION VI - DEATH**6.01**

In the event of the death of the professor or of one of his/her dependents, the College shall pay for the repatriation of the mortal remains. Moreover, in the event of the professor's death, the College shall reimburse the dependents for the expenses inherent to the return trip from the place of assignment to the burial place located in Québec.

APPENDIX VI-3**RETROACTIVITY****1.00 SECTION I A PROFESSOR EMPLOYED BY THE COLLEGE ON THE DATE OF SIGNING OF THE COLLECTIVE AGREEMENT.****1.01**

A professor who was employed by the College between April 1, 2019, and March 31, 2021, shall be entitled to additional remuneration payments as provided for in clause 6-4.06.

1.02

A professor who was employed by the College between April 1, 2020, and the date of signing of the collective agreement shall be entitled to retroactive pay and, where applicable, salary insurance benefits, and maternity, paternity or adoption leave benefits for the duration of his/her services during this period, equal to the difference between:

- the salary to which he or she would have been entitled, for the period between April 1, 2020, and the effective date of the 2020–2023 collective agreement, according to the salary scales and hourly rates in force in Appendix III 3 (Institut maritime du Québec) and in Tables A and B of Appendix VI-1 of the 2020–2023 collective agreement
- and
- the salary that he/she received, for the period between April 1, 2020, and the effective date of the 2020–2023 collective agreement, according to the salary scales and hourly rates in force in the 2015–2020 collective agreement.

1.03

A professor who was employed by the College between April 1, 2020, and the date of signing of the 2020–2023 collective agreement and who was covered by Appendix VI-2 (Regional Disparities) shall be entitled to the difference between the amounts to which he/she would have been entitled according to this Appendix and the amounts that he/she actually received in the same capacity.

1.04

A professor who carried out teaching activities provided for in clause 6-1.04 between July 1, 2021 and the date of signing of the collective agreement shall be entitled to retroactivity equal to the difference between:

- the salary to which he/she would have been entitled, for the period between July 1, 2021 and the date of the signing of the 2020–2023 collective agreement, according to the hourly rate in effect in Table C of Appendix VI-1 of the 2020–2023 collective agreement.

and

- the salary that he/she received for the period between July 1, 2021, and the date of signing of the 2020–2023 collective agreement

1.05

The amounts due under items 1.02, 1.03 and 1.04 of this Appendix shall be paid within one hundred and twenty (120) days following the signing of the collective agreement.

2.00 SECTION II - A PROFESSOR WHO IS NO LONGER EMPLOYED BY THE COLLEGE ON THE DATE THE COLLECTIVE AGREEMENT IS SIGNED.

2.01

A professor who was employed by the College during the period from April 1, 2019, to March 31, 2021, shall be entitled to the amounts of additional remuneration as provided for in clause 6–4.06.

2.02

A professor who was employed by the College during the period from April 1, 2020, to the day preceding the date of signing of the collective agreement shall be entitled to retroactivity of his/her salary and, if applicable, his/her salary insurance benefits and maternity, paternity or adoption leave benefits for the duration of his/her services during this period, equal to the difference between:

- the salary to which he/she would have been entitled, for the period between April 1, 2020 and the effective date of the 2020–2023 collective agreement , according to the salary scales and hourly rates in force in Appendix III-3 (Institut maritime du Québec) and in Tables A and B of Appendix VI-1 of the 2020–2023 collective agreement.

and

- the salary that he/she received, for the period between April 1, 2020 and the effective date of the 2020–2023 collective agreement, according to the salary scales and hourly rates in effect in the 2015–2020 collective agreement

2.03

A professor who was employed by the College during the period from April 1, 2020, to the day preceding the date of signing of the 2020–2023 collective agreement, and who was covered by Appendix VI-2 (Regional Disparities), shall be entitled to the difference between the amounts to which he/she would have been entitled according to this Appendix and the amounts that he/she actually received in the same capacity.

2.04

A professor who carried out teaching activities provided for in clause 6-1.04, during the period from July 1, 2021, to the day preceding the date of signing of the collective agreement, shall be entitled to retroactivity equal to the difference between:

- the salary to which he or she would have been entitled, for the period between July 1, 2021 and the date of the signing of the 2020-2023 collective agreement, according to the hourly rate in effect in Table C of Appendix VI-1 of the 2020-2023 collective agreement

and

- the salary that he or she received for the period between July 1, 2021, and the date of signing of the 2020–2023 collective.

2.05

However, the amounts resulting from the application of items 2.01, 2.02, 2.03 and 2.04 of this Appendix shall be payable only if the professor so requests in writing to the College within one hundred and twenty (120) days following the forwarding by the College to the Union of a list of the names and last known addresses of the professors covered by this clause.

This list shall be sent within one hundred and twenty (120) days following the signing of the collective agreement.

2.06

The amounts resulting from the application of item 2.05 shall be paid within one hundred and twenty (120) days following the request provided for in the preceding clause.

APPENDIX VI-4**INCREASE IN SALARY RATES AND SCALES SALARY INCREASE****1. Method of Indexation**

Salary rates are expressed in an hourly basis, except for those applicable to part-time and full-time teachers which are expressed in an annual basis.

When general parameters or other forms of improvements to salary rates or scales must be applied, these are applied to the hourly rate and rounded to the nearest cent except those provided for full-time and part-time professors, which shall be applied to the annual rate and rounded to the nearest dollar.

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

The class titles referred to in paragraphs 2.1 and 2.2 of this appendix shall be increased as described in these items.

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

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

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

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

2. Establishing Salary Rates and Scales Applicable to college professors

The method described in paragraphs 2.1 and 2.2 shall be used when a general salary increase parameter is granted or another form of improvement, so as to preserve the link with the pay structure¹ for all employees in the health and social services sectors, school service centres, and school boards and colleges.

2.1 Part-time or Full-Time Teachers

The salary scale applicable to full-time or part-time professors, including the effect of the increase provided for in clause 6–4.02 and the improvements granted in steps 1 to 6, shall be:

Step	Rates from 2020-04-01 to 2021-03-31 (\$)
1	44,721
2	47,709
3	50,898
4	52,025
5	53,177
6	54,354
7	55,560
8	57,923
9	60,383
10	62,950
11	66,052
12	69,348
13	72,804
14	76,434
15	80,238
16	84,243
17	88,448
18	89,890
19	91,355
20	92,844

The salary scale applicable to full-time or part-time professors shall be that provided for in Appendix VI-1. The improvements granted in steps 1 to 6 shall not modify the methodology for updating the salary scale described below.

- The salary scale applicable to full-time and part-time professors has been established according to the following method:
 - o The annual rate for step 1 corresponds to the annual rate for step 1 for full-time and part-time professors in school service centres and school boards;

- The annual rate for step 17 corresponds to the maximum hourly rate of ranking 23¹ multiplied by 1 826.3;
- Annual rates for steps 2 to 16 have not been calculated using a specific formula and have been adjusted in accordance with the method described in section 1 of this Appendix.

Thereafter, each annual rate is rounded to the nearest dollar.

Particularity for full-time and part-time professors with a master's degree and those with 19 or more years of schooling and with a doctorate:

- The annual rate for step 18 corresponds to the annual rate for step 17 multiplied by 1.0163;
- The annual rate for step 19 corresponds to the annual rate for step 18 multiplied by 1.0163;
- The annual rate for step 20 corresponds to the annual rate for step 19 multiplied by 1.0163.

Thereafter, each annual rate is rounded to the nearest dollar.

Step 18 is accessible to full-time and part-time professors with a master's degree in the discipline taught or in a discipline relevant to and useful for teaching the discipline specified in the contract.

Steps 18, 19 and 20 are accessible to full-time and part-time professors who have 19 or more years of schooling and a doctorate.

The period of time spent by a full-time and part-time professor in a step shall be as follows:

- Six months of recognized experience in accordance with the provisions of the collective agreement in steps 1 to 4 in accordance with clause 6-1.01;
- One year of recognized experience in accordance with the provisions of the collective agreement in steps 5 to 20.

¹

The job title classification of full-time or part-time professors is set out in Table B of this Appendix.

2.2 Teachers Other than those working full-time or part-time.

The hourly salary rates and scales applicable to teachers other than full-time or part-time teachers have been established according to the method set out in Table C of the current Appendix.

The hourly rates and salary scales for hourly paid professors shall be those provided for in Table B of Appendix VI-1. The improvements granted and the structural changes made to the rates and salary scales shall not modify the updating methodology provided for in Table C of this Appendix.

Table A

SALARY STRUCTURE
SALARY RATES AND SCALES AS OF APRIL 1, 2022
FOR THE HEALTH AND SOCIAL SERVICES SECTORS, SCHOOL SERVICE CENTRES, SCHOOL BOARDS AND COLLEGES

		Steps																		Rankings	Single Rates
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		
Rankings	1	20.98																		1	20.98
	2	21.27																		2	21.27
	3	21.39	21.50	21.59																3	21.58
	4	21.54	21.74	21.90	22.06															4	22.03
	5	21.73	22.02	22.33	22.65															5	22.59
	6	21.89	22.25	22.60	22.97	23.35														6	23.24
	7	22.18	22.65	23.13	23.61	24.13														7	23.98
	8	22.36	22.86	23.39	23.90	24.44	25.00													8	24.76
	9	22.54	23.07	23.64	24.21	24.78	25.39	26.00												9	25.63
	10	22.81	23.36	23.97	24.56	25.17	25.79	26.41	27.10											10	26.57
	11	23.12	23.70	24.31	24.95	25.58	26.23	26.88	27.60	28.31										11	27.58
	12	23.48	24.17	24.88	25.63	26.37	27.19	27.79	28.41	29.04	29.40									12	28.56
	13	23.82	24.54	25.27	26.03	26.80	27.59	28.42	29.07	29.76	30.12	30.82								13	29.71
	14	24.21	24.94	25.68	26.44	27.25	28.04	28.90	29.77	30.45	30.87	31.60	32.32							14	30.88
	15	24.36	25.20	26.07	26.92	27.85	28.77	29.77	30.76	31.60	32.16	33.05	33.95							15	32.22
	16	24.78	25.69	26.67	27.64	28.65	29.72	30.81	31.95	32.93	33.59	34.62	35.67							16	
	17	25.22	26.23	27.27	28.37	29.48	30.67	31.91	33.16	34.28	35.08	36.25	37.49							17	
	18	25.39	26.49	27.68	28.90	30.17	31.49	32.89	34.32	35.61	36.59	37.96	39.40							18	
	19	25.81	26.58	27.39	28.22	29.07	29.95	30.86	31.79	32.74	33.42	34.41	35.47	36.54	37.46	38.39	39.38	40.38	41.39	19	
	20	26.22	27.08	27.94	28.84	29.78	30.72	31.72	32.74	33.80	34.54	35.67	36.81	38.02	39.06	40.12	41.22	42.33	43.49	20	
	21	26.66	27.54	28.50	29.47	30.49	31.53	32.61	33.74	34.89	35.73	36.96	38.22	39.55	40.70	41.90	43.13	44.39	45.70	21	
	22	27.08	28.03	29.06	30.11	31.21	32.36	33.52	34.73	36.01	36.94	38.28	39.69	41.13	42.41	43.74	45.11	46.53	47.98	22	
	23	27.46	28.51	29.59	30.75	31.94	33.15	34.43	35.74	37.12	38.17	39.63	41.17	42.74	44.18	45.66	47.18	48.77	50.39	23	
	24	28.33	29.45	30.61	31.82	33.08	34.37	35.73	37.14	38.60	39.74	41.29	42.94	44.61	46.17	47.77	49.41	51.09	52.88	24	
	25	28.73	29.93	31.17	32.47	33.81	35.22	36.66	38.21	39.79	41.02	42.73	44.50	46.36	48.04	49.80	51.62	53.50	55.47	25	
	26	29.37	30.63	31.96	33.32	34.75	36.27	37.82	39.46	41.15	42.51	44.33	46.24	48.23	50.06	51.97	53.96	56.01	58.14	26	
	27	30.01	31.36	32.72	34.21	35.72	37.32	39.01	40.74	42.54	44.00	45.96	48.00	50.15	52.14	54.21	56.36	58.60	60.91	27	
	28	30.39	31.82	33.29	34.83	36.46	38.17	39.96	41.81	43.77	45.34	47.47	49.69	52.02	54.18	56.43	58.78	61.23	63.80	28	

Notes: The increase in salary rates and scales is calculated based on an hourly rate. Single rates are calculated on the basis of a 33-year career gain.

Steps 1 to 18 are annual steps.

From rank 19, steps 1 to 8 are semi-annual and steps 9 to 18 are annual steps

The rates shall take into account the general salary increase parameters provided for in clauses 6-4.02 to 6-4.04.

TABLE B**CLASS TITLE RANKING**

Sector	Class Title #	Class Titles	Ranking	Single rate
4	C746	Attendant for Disabled Students	6	
4	C910	Prevention and Security Officer	10	
4	C202	Finance Officer	20	
4	C233	Social Services Officer	22	
4	C505	Administrative Support Agent, class I	8	
4	C506	Administrative Support Agent, class II	5	
4	C503	Administrative Support Agent, principal class	11	
4	C911	Trades Helper	3	X
4	C902	Domestic Helper	2	X
4	C903	General Kitchen Assistant	3	X
4	C204	Academic Advisor	21	
4	C205	Analyst	21	
4	C206	Student Activities Counsellor	20	
4	C431	Sociocultural or Sports Activities Counsellor	10	
4	C701	Laboratory Attendant	6	
4	C208	Administration Officer	20	
4	C262	Librarian	20	
4	C905	Residence Caretaker	6	X
4	C925	Light Vehicle Driver	4	X
4	C926	Heavy Vehicle Driver	6	X
4	C263	Student Life Counsellor	20	
4	C220	Guidance Counsellor	21	
4	C223	Re-education Counsellor	21	
4	C203	Communication Counsellor	20	
4	C221	Academic Training Counsellor	20	
4	C214	Academic and Vocational Information Counsellor	20	
4	C216	Adapted Services Counsellor	22	
4	C219	Pedagogical Counsellor	22	
4	C915	Cook, class I	11	X
4	C916	Cook, class II	10	X
4	C917	Cook, class III	7	X
4	C716	Cabinetmaker	10	X
4	C702	Electrician	10	X
4	C704	Electrician, principal class	12	X
4	C307	Professor (FEC)	23	

4	C305	Professor (FNEEQ)	23	
4	C417	Dental Hygienist	14	
4	C421	Interpreter	15	
4	C907	Gardener	7	X
4	C620	Storekeeper, class I	7	
4	C621	Storekeeper, class II	4	
4	C934	Labourer	2	X
4	C719	Equipment Maintenance Mechanic	10	X
4	C728	Stationary Engineer, class III	10	X
4	C726	Stationary Engineer, class I	10	X
4	C729	Stationary Engineer, class IV	9	X
4	C732	Stationary Engineer, class VII	9	X
4	C735	Stationary Engineer, class X	9	X
4	C737	Stationary Engineer, class XII	9	X
4	C738	Stationary Engineer, class XIII	9	X
4	C741	Stationary Engineer, class XVI	9	X
4	C742	Stationary Engineer, class XVII	9	X
4	C707	Carpenter	9	X
4	C432	Socio-cultural or Sports Activities Leader	6	X
4	C430	Day Camp Counsellor	6	X
4	C725	Electronic Phototypesetter Operator	8	
4	C703	Offset Duplicator Operator	6	
4	C700	Offset Duplicator Operator, principal class	9	
4	C755	Data Processing Operator	8	
4	C708	Certified Maintenance Technician	9	X
4	C709	Painter	6	X
4	C908	Security Attendant	5	
4	C222	Psychologist	24	
4	C606	Administrative Secretary	9	
4	C209	Specialist in Teaching Methods and Techniques	21	
4	C753	Swimming Pool Supervisor	6	
4	C419	Test Bed Technician	16	
4	C840	Certified Aeronautics Maintenance Technician	17	
4	C830	Aeronautics Maintenance Technician (Collèges Chicoutimi and Édouard-Montpetit)	13	
4	C405	Administration Technician	13	
4	C409	Graphic Arts Technician	12	
4	C406	Audiovisual Technician	12	
4	C413	Building Services Technician	15	
4	C401	Information Technician	13	

4	C424	Special Education Technician	16	
4	C411	Electronics Technician	14	
4	C416	Mechanical Production Technician	14	
4	C414	Information Technician	12	
4	C403	Data Processing Technician	14	
4	C402	Data Processing Technician, principal class	16	
4	C407	Recreational Activities Technician	13	
4	C418	Social Work Technician	16	
4	C404	Laboratory Technician	14	
4	C231	Social Worker	22	
4	C706	Pipe Fitter	10	X

TABLE C

PROFESSORS OTHER THAN FULL-TIME AND PART-TIME COLLEGE
PROFESSORS

Class Titles #	Class Titles	Reference Class Titles	Adjustment	Rule
C340 ¹	Other activities	C305 – Professor	Step 1 rate divided by 1,826.3 multiplied by 1.97	Rounded up to the cent ²
C399	Hourly-paid Professor, class 16	C305 – Professor	Increase ³ granted to step 8	Rounded up to the cent ²
C399	Hourly-paid Professor, class 17 & 18	C305 – Professor	Average increase ³ granted to steps 10 & 12	Rounded to the cent ²
C399	Hourly-paid Professor, class 19 & 20	C305 – Professor	Average increase ³ granted to steps 14 & 16	Rounded to the cent ²
C330	Aeronautics Professor	C305 – Professor	Increase ³ granted to step 15	Rounded to the dollar ⁴
C393	Aeronautics Professor – Overtime	C305 – Professor	Increase ³ granted to step 15	Rounded to the cent ²
C394 ⁵	Aeronautics Professor in Continuing Education	C305 – Professor	Increase ³ granted to step 15	Rounded to the cent ²

¹ Job title created on July 1, 2021 whose rates are those presented in Table C of Annex VI-1.

² When the decimal point is followed by three digits or more, the third digit and the following ones are removed if the third digit is lower than five. If the third digit is equal to or higher than five, the second digit is carried to the nearest higher digit and the third and following digits are removed.

³ The increases calculated from the reference step (step in time t / step in time t-1) are rounded to four decimals.

⁴ When the decimal point is followed by one digit or more, the first digit and the following ones are removed if the first digit is lower than five. If the first digit is equal to or higher than five, the dollar is carried to the nearest higher unit and the first decimal and following ones are removed.

⁵ This job title will be abolished.

APPENDIX VI-5**LETTER OF AGREEMENT CONCERNING COLLEGE CONTINUING EDUCATION
PROFESSORS**

Within sixty (60) days of the coming into force of the collective agreement, a committee under the supervision of the Treasury Board of Canada Secretariat (TBS), shall be formed to analyze the employment situation of college continuing education professors.

The committee's mandate shall be:

1. To list the characteristics of the employment, working conditions and remuneration of continuing education professors and to compare them with those of regular college professors as well as school teachers;
2. To evaluate the relevance of modifying the working conditions and remuneration of continuing education professors based on the data collected;
3. To produce a report of the work, whether jointly or not, to be presented to the negotiating parties no later than six (6) months before the expiry of the collective agreement.

The working committee shall consist of four representatives of the employer party, including one representative of the Ministère de l'Enseignement supérieur and one representative of the Fédération des cégeps, as well as two representatives of each of the following Unions: Confédération des syndicats nationaux (CSN) and Centrale des syndicats du Québec (CSQ).

APPENDIX VI-6**APPENDIX PERTAINING TO RECOGNITION OF THE EXPERIENCE OF HOURLY PAID PROFESSORS**

01. At the latest, within ten (10) days following the signing of the collective agreement, the College shall inform a professor who is employed by the College solely as an hourly paid professor on the date of signing of the collective agreement about the operation concerning the relevant experience evaluation used to determine the salary under the provisions of the second (2nd) paragraph of clause 6-1.03 and of Article 6-2.00, and about the deadlines provided for in this Appendix.
02. At the latest, within 30 days following the notice provided for in item 01 of this Appendix, the professor shall submit to the College, in accordance with the terms and conditions provided for by the College, the documents pertaining to his/her teaching and professional experience used to determine his/her salary.

The deadlines provided for in this item shall not apply during the period from December 22, 2021, to January 5, 2022.

The hourly paid professor and the College may agree in writing on a different deadline for the submission of said documents, provided that this deadline cannot be attributed to the hourly paid professor.

03. The amounts due shall be paid no later than 120 days following the signing of the collective agreement.
04. A professor employed by the College as of July 1, 2021, who is no longer employed by the College on the date of signing of the collective agreement shall be covered by Section II of Appendix VI-3.

ANNEXE VIII-I**DETERMINING INDIVIDUAL TEACHING LOAD****1.0 CALCULATION OF INDIVIDUAL TEACHING LOAD FOR ONE SEMESTER****a) Definition**

The individual teaching load (CI) for any given semester shall be calculated on the basis of the following formula:

$$CI = CI_p + CI_s + CI_d + CI_L + CI_m + CI_{cp} + CI_{cp}'$$

where

CI_p is the individual teaching load (CI), comprising classroom and laboratory teaching as well as fieldwork supervision for which no Ne_{jk} exists;

CI_s is the individual teaching load (CI), made up of fieldwork supervision for which an Ne_{jk} exists;

CI_d is an individual teaching load (CI), made up of the time spent travelling between teaching areas;

CI_L is the individual teaching load (CI), comprising leave;

CI_m is the individual teaching load (CI), related to activities defined in clause 5-4.07 J) or in clause 5-4.22;

CI_{cp} is the individual teaching load (CI) comprising the primary or complementary instrument for the Music programs (501.A0), including double programs, and Professional Music and Song Techniques (551.A0);

CI_{cp}' is the individual teaching load (CI) comprising the laboratory with the primary instrument for the Music programs (501.A0), including double programs, and Professional Music and Song Techniques (551.A0).

b) Calculating the CI_p

The calculation of the individual teaching load comprising classroom and laboratory teaching as well as fieldwork supervision without an Ne_{jk} , for a given semester, shall be done using the following parameters:

HC: The number of course periods per week assigned to a professor. This number is obtained by dividing the number of course periods assigned to a professor during one (1) semester by fifteen (15);

- HP: The hours of preparation, that is, the number of periods in different courses per week assigned to a professor. This number is obtained by dividing the number of periods in different courses per week assigned to a professor during one (1) semester by fifteen (15);
- N_1, N_2, \dots : The number of students registered for the first (1st), second (2nd), ..., course periods assigned to a professor;
- PES: The total number of students registered in each course period (*or the sum of N_i s*) assigned to a professor (*period - students - week*);
- NES: The total number of different students enrolled in each and every course assigned to a professor for one week, except for courses where the weighted time-distribution is less than three (3), where NES = 0.

For the purposes of this definition, the expression "weighted time-distribution" shall mean the total number of teaching periods per week, as defined by the College, used to give theoretical instruction, laboratory or workshop instruction and fieldwork.

The calculation of the individual teaching load comprising classroom and laboratory teaching as well as fieldwork supervision without Ne_{jk} , for a given semester, shall be done as follows, the total value being the sum of the different results shown in the last column:

HP:	_____	x 0.9	_____	=	_____
HC:	_____	x 1.2	_____	=	_____
N ₁ :	_____	x 0.04	_____	=	_____
N ₂ :	_____	x 0.04	_____	=	_____
N ₃ :	_____	x 0.04	_____	=	_____
N ₄ :	_____	x 0.04	_____	=	_____
N ₅ :	_____	x 0.04	_____	=	_____
N ₆ :	_____	x 0.04	_____	=	_____
...	_____				
NES:	_____	x 0.01 (if NES ≥ 75)		=	_____
NES:	(_____ - 160) ²	x 0.1 (if NES > 160)		=	_____
Total =					_____

The factor 0.9 used to multiply the HP parameter in the calculation of the individual teaching load comprising classroom and laboratory teaching as well as fieldwork supervision without an Ne_{jk} (CI_p) shall be replaced by the factor 1.1 in the case where a professor teaches three (3) different courses per week during the course of the same semester and by the factor one point nine (1.9) if the professor teaches four (4) different courses or more per week during the course of the same semester; as of contract year 2016-2017, the factor one point nine (1.9) is replaced with the factor one point seventy-five (1.75).

Notwithstanding the preceding paragraph as regards the primary or complementary instrument courses (CI_{cp}) in the Music programs (501.A0), including double programs, and 551.A0, a fixed CI unit value shall be established at one point eight (1.8) unit for each hour of class. Furthermore, as regards the laboratory courses ($CI_{cp'}$) for to the primary instrument, a fixed CI unit value shall be established at two (2) units for each hour of class. Courses with a fixed CI value shall not be taken into consideration when calculating the number of different courses to be prepared.

In the Nursing programs (180.A0 and 180.B0), the HC parameter shall be of one point twenty-eight (1.28) only for the weighted time-distribution corresponding to the fieldwork supervision without an Ne_{jk} .

The zero point zero four (0.04) factor used to multiply the PES parameter shall be replaced with the zero point zero eight (0.08) factor which shall only be applied as of four hundred and fifteen (415) PES. As of the 2016-2017 contract year, the zero point zero eight (0.08) factor shall change to zero point zero seven (0.07).

c) Calculating the CI_s

The calculation of the individual teaching load made up of fieldwork supervision with Ne_{jk} , for a given semester, shall be done as follows:

$$CI_s = \left[\sum_{j,k} \frac{N_{ijkl}}{Ne_{jk}} \right] \times 40 \times 0.89 \times R$$

where

N_{ijkl} is the number of students registered for the professor's fieldwork;

Ne_{jk} is the student/professor ratio in the fieldwork under a professor's supervision;

R is the ratio between the number of weeks of fieldwork assumed by the professor and the fieldwork's official duration.

NB:

- i) If only one (1) professor teaches the total number of weeks set for fieldwork, $R = 1$;
- ii) If more than one (1) professor assumes the entire teaching of particular fieldwork, $\sum R = 1$.

d) Calculating the CI_d

The calculation of the individual workload made up of the time spent travelling between teaching areas for a given semester shall be done as follows:

$$CI_d = K \times \frac{D}{V} \times \frac{1}{15}$$

where

- K is the conversion parameter of hours into CI units; the accepted value for this parameter shall be 0.5;
- D is the total distance covered for one particular means of travel during a given semester;
- V is the accepted average speed for the particular means of travel.

NB:

- 1) Two types of travel have been considered: one defined as "slow" and the other as "fast":

Average speed of "slow" travel: 30 km/hr;
Average speed of "fast" travel: 80 km/hr;
- 2) The type of travel taken into account in the calculation of the CI_d shall meet one of the following conditions:
 - i) travelling required due to the physical layout of the College (the existence of campuses, buildings and teaching areas outside the College's main campus);
 - ii) travelling required by the supervision of fieldwork in nursing or by the supervision of fieldwork for which a student/professor ratio (Ne_{jk}) has been determined.
- 3) Travelling done during class periods resulting in a reduction in actual teaching time shall not be taken into account in the calculation of the CI_d .
- 4) The application of this paragraph shall be submitted to the Union under the terms provided for in the collective agreement.

e) Calculating the CI_L

The calculation of the individual teaching load comprising leave for a given semester shall be done as follows:

$$CI_L = L \times 40$$

where

L is the fraction of the individual teaching load comprising leave.

f) Calculating the CI_m

The calculation of the individual teaching load related to activities defined in clause 5-4.07 J), or in clause 5-4.22, for a given semester, shall be done as follows:

$$CI_m = M \times 40$$

where

M is the percentage of assignation

g) Calculating the CI_{cp}

The calculation of the individual teaching load related to primary or complementary instruments shall be done as follows:

$$CI_{cp} = H_{cp} \times 1.8$$

where

H_{cp} is the number of class hours for primary or complementary instruments taught by the professor whose CI is calculated.

NOTES:

- 1) When the weight-time distribution of the primary instrument course is of one hour per week, its value is set at one point eight (1.8) unit;
- 2) When the weight-time distribution of the complementary instrument course is of one hour per week, its value is set at one point eight (1.8) unit;

h) Calculating the $CI_{cp'}$

The calculation of the individual teaching load related to laboratory teaching of the main instrument shall be done as follows:

$$CI_{cp'} = H_{cp'} \times 2$$

where

$H_{cp'}$ is the number of class hours for the main instrument laboratory taught by the professor whose CI is calculated.

NOTE:

- 1) When the weight-time distribution of the main instrument laboratory is of one hour per week, its value is set at two (2) units.

i) Reference date for the purpose of calculating the CI

A professor's individual teaching load shall be calculated on the basis of student course enrolments on September 20 for the fall semester and February 15 for the winter semester.

2.0 AVERAGE YEARLY TEACHING LOAD

A professor's average weekly yearly teaching load for a given year shall be:

$$\overline{CI} = 0.5 (CI_1 + CI_2)$$

where

1 and 2 represent respectively the first (1st) and the second (2nd) semester of the same contract year.

3.0 TOTAL TEACHING LOAD

A professor's total teaching load for a given year shall be:

$$CI_t = CI_1 + CI_2$$

APPENDIX VIII-2**ALLOCATION FTE FOR EACH TYPE OF WORKLOAD**

COLLÈGE OR CAMPUS	A	B	C	D	E	F
	TYPE 1	TYPE 2	8-4.05 a)	8-4.04 B)	8-4.04 c)	8-4.04 d)
Baie-Comeau	3.23	1.96	1.47	0.31	0.20	0.35
Bois-de-Boulogne	3.76	4.78	1.68	0.25	1.03	0.10
Champlain: Lennoxville Campus	3.43	3.84	1.00	0.25	0.31	0.15
Drummondville	3.37	5.03	2.11	0.5	0.55	0.51
Gaspésie et des Îles						
Gaspé – Francophone Campus	6.93	3.00	2.28	0.41	0.22	0.51
Gaspé – Campus – English Section	0.00	0.00	0.00	0.00	0.00	0.05
Centre d'études collégiales des Îles-de-la-Madeleine	1.95	1.20	0.22	0.11	0.00	0.05
Gérald-Godin	2.47	3.50	0,90	0.25	0.36	0.20
Matane	4.28	5.77	1.55	0.30	0.21	0.30
Centre matapédien d'études collégiales du Cégep de Matane	0.00	0.10	0.09	0.06	0.00	0.05
Rimouski	6.72	7.40	3.69	0.64	0.40	0.71
Institut maritime du Québec	0.50	1.40	0.62	0.11	0.00	0.05

Centre matapédien d'études collégiales du Cégep de Rimouski	0.20	0.81 ¹	0.17	0.06	0.00	0.05
Rivière-du-Loup	2.87	2.90	1.95	0.36	0.24	0.40
Ste-Foy	6.00	14.25	4.93	0.72	0.89	0.86
Sorel-Tracy	2.35	1.40	1.46	0.39	0.28	0.46
Victoriaville	3.47	5.46	1.51	0.36	0.31	0.30
École nationale du meuble et de l'ébénisterie (Montréal)	0.00	0.95 ²	0.00	0.03	0.00	0.05

¹ This number may be reduced by a relocation to Cégep de Matane.

² This number is reserved for departmental coordination.

APPENDIX VIII-3**LETTER OF AGREEMENT ON GUARANTEES**

The Ministère guarantees that the financial procedures used in determining the number of full-time professors or the equivalent, when applied to 1998-1999 course and program enrolment, as the case may be, shall generate, for all types of teaching duties provided for in clause 8-4.01 B)¹, throughout the colleges and campuses, no less than 11 579.56 full-time professors or the equivalent.

As of the year 2016-2017, this number shall be increased by 403 FTEs including 30 FTEs reallocated for the purpose of creating teaching loads in continuing education. These resources are provided for in Appendix I-13 of the FNEEQ (CSN) Collective Agreement and in Appendix VIII-4 of the FEC (CSQ) Collective Agreement for the following colleges: Gaspésie et des Îles, Rimouski, Rivière-du-Loup and Sorel-Tracy.

Furthermore, the Ministère shall provide the FEC (CSQ) with the available and relevant data allowing it to verify if the Ministère has allocated to the colleges and campuses subject to program modifications or implementation or included in network developments, the necessary supplementary resources needed to prevent these modifications, implementations or developments from increasing the professors' workload.

Should these verifications show that all necessary resources have not been allocated, the missing resources shall be allocated for the following teaching year.

¹ Clause 8-5.02 in the case of the FNEEQ (CSN).

APPENDIX VIII-4**TEACHING LOADS IN CONTINUING EDUCATION**

1. Teaching loads in continuing education shall be apportioned as follows:

College or Campus	A	B
Baie-Comeau	0.00	0.50
Bois-de-Boulogne	5.00	8.18
Champlain: Lennoxville Campus	2.00	2.64
Drummondville	3.00	2.95
Gaspésie et des Îles ¹		
Gaspé	1.00	0.40
Centre d'études collégiales des Îles-de-la-Madeleine	0.00	0.35
Gérald-Godin	1.00	1.42
Matane	2.00	2.28
Centre matapédien d'études collégiales du Cégep de Matane	0.00	0.00
Rimouski ¹	1.00	1.45
Institut maritime du Québec	0.00	0.00
Centre matapédien d'études collégiales du Cégep de Rimouski	0.00	0.35
Rivière-du-Loup ¹	1.00	0.85
Sainte-Foy	7.00	7.82
Sorel-Tracy ¹	2.00	1.02
Victoriaville	2.00	3.41

These teaching loads shall be covered by the application of article 8-3.00 and allocated in accordance with clause 8-6.03.

The evaluation of a teaching load for professors holding one of these teaching loads shall be done in accordance with Appendix VIII-1.

¹ Four point forty (4.40) FTEs have been converted to create nine point fifty-seven (9.57) teaching loads in continuing education using the following rule: one (1) teaching load equals zero point forty-six (0.46) FTE.

2. These teaching loads shall not serve to bring about the granting of tenure, subject to clauses 5-2.06 and 5-2.07, nor allow for the professor so assigned to shirk his/her obligations as stipulated under article 5-4.00 nor to establish new priorities or modify the hiring sequence provided for in clauses 5-4.17, 8-6.03 and 8-7.01.
3. The professor assigned to one of these teaching loads shall benefit, insofar as the collective agreement allows and if so in the precise way it is allowed, from all rights and benefits to which he/she is entitled during a normal teaching year, unless there are specific provisions to the contrary in this appendix.
5. After the parties have reached an agreement, the teaching loads in columns A and B may be split or converted into money (forty-six percent (46%) of the average salary).

When converted into money, they shall be used to remunerate a professor who is called upon to carry out teaching activities other than those required for his/her teaching of classes. In this case, no other rights and benefits shall be granted.

6. Any allocation granted for a given year shall be used during that same year. However, following an agreement between the parties, these teaching loads may be transferred to a subsequent year.

APPENDIX VIII-5**TEACHING RESOURCES ALLOCATED TO SECTION 1**

Name of College	HP Ratio Allocation¹	Support Allocation²	Nursing³	Maximum CI⁴
Baie-Comeau	1.51	0.15	0.32	0.29
Bois-de-Boulogne	0.24	1.84	2.63	0.90
Champlain regional college - Campus Lennoxville	2.34	0.52	0.41	0.39
Drummondville	3.25	1.08	0.93	0.81
Gaspésie et des Îles	4.01	0.00	0.38	0.35
Gaspésie et des Îles - Pavillon anglophone	1.46	0.00	0.00	0.10
Gaspésie et des Îles - Sous-centre des Îles	1.68	0.00	0.00	0.10
Gérald-Godin	0.69	0.55	0.32	0.35
Matane	1.59	0.00	0.21	0.29
Matane - Centre matapédien	0.56	0.00	0.00	0.00
Rimouski	3.13	0.98	0.72	0.98
Rimouski - Centre matapédien	0.90	0.00	0.00	0.00
Rimouski - Institut maritime du Québec	0.42	0.00	0.00	0.20
Rivière-du-Loup	1.74	0.25	0.65	0.46
Sainte-Foy	0.97	4.58	1.74	2.10
Sorel-Tracy	2.70	0.25	0.71	0.42
Victoriaville	0.62	0.50	0.47	0.47
Victoriaville - École du meuble et bois ouvré (Montréal)	0.35	0.00	0.00	0.00
Victoriaville - École	0.15	0.00	0.00	0.10

¹ 94 network FTEs. Application of the terms of Appendix VIII-1 to the HP parameter to take into account four or more different courses during one semester.

² 108 network FTEs. Application of the terms of Appendix VIII-1 to take into account the changes to the PES parameter.

³ 51 network FTEs. Application of the terms of Appendix VIII-1 for the weighted time-distribution of the course corresponding to fieldwork supervision without an Ne_{jk} in the Nursing programs (180.A0 and 180.B0).

⁴ 55 network. Application of clause 8-5.01 to take into account the decrease to the maximum CI value.

Name of College	HP Ratio Allocation¹	Support Allocation²	Nursing³	Maximum CI⁴
du meuble et bois ouvré (Victo)				
Total	28.31	10.70	9.49	8.31

Small Cohort Allocation (55 FTEs)

Resources allocated in relation to the modifications to the 2011-2012 Annexe budgétaire sur la Consolidation de l'offre de formation (S026).

APPENDIX VIII-6**APPENDIX RESPECTING COLLÈGE GÉRALD-GODIN**

Clause 8-3.02 shall apply to Collège Gérald-Godin with the necessary adaptations with respect to the organization of work provided for in article 4-1.00, for the duration of the agreement between Collège Gérald-Godin and the Syndicat des professeurs du Collège Gérald-Godin respecting the creation of teaching departments based on the programs of study.

APPENDIX VIII-7**APPENDIX RESPECTING THE MODELS OF TEACHING ORGANIZATION**

01. After consulting the Commission des études and the departments involved and after having submitted the question to the Union in accordance with the procedure provided for in the collective agreement, the College may field-test models of teaching organization, including distance education, in order to improve access to college education.

The field testing follow-up shall be done with the departments involved. The results of the field testing, as well as the feedback provided during this period shall constitute the components to be taken into account in order to make adjustments and improvements to the field tested teaching models.

02. At the request of one or the other of the parties, the provincial parties shall meet to discuss the difficulties involved in applying the collective agreement, in particular the allocation of resources and the calculation of the individual teaching load.

APPENDIX VIII-8**APPENDIX RELATING TO THE USE MADE OF A WORK OF WHICH A PROFESSOR IS THE AUTHOR OR ONE OF THE CO-AUTHORS**

For purposes of applying clause 8-1.03, the College agrees to abide by the following provisions:

01. Author

A person who creates a work.

02. Work

Every original production, whether literary, dramatic, musical, artistic, cinematographic, photographic, choreographic, computer program and audiovisual work, including every original production in the literary, scientific or artistic domain, whatever may be the mode or form of its expression, such as books, pamphlets and other writings, lectures, dramatico-musical or choreographic works, musical works, with or without words, illustrations, sketches and plastic works relative to geography, architecture, design or science.

03. Copyright

The ownership of a work including, for the author, the exclusive reproduction rights under any form of a work of which he/she is the creator in whole or of a substantial part thereof, the publishing rights, the right to public presentation, of granting or allowing any of the aforementioned acts along with the related accessory rights, as defined in the Federal Copyright Act.

04. Royalties

A monetary compensation or otherwise, paid for the author's permission to use his/her work, in whole or of any important part thereof.

05. Ownership

The College acknowledges that the author shall own the copyright on his/her work and that royalties obtained from using the said work shall be his/hers, except where allowances are to be made for the College's contribution.

06. College's Contribution

When the College contributes to the production or exploitation of a work, an agreement shall be reached and signed between the professor concerned and the College, defining the rights and obligations of each party, with regard to copyright and to the royalties resulting from the use and exploitation of said work.

07. Excluded Productions

In no case whatsoever shall the provisions of this appendix allow a professor to claim royalties for the use of a work produced under clause 8-3.01 such as: course outlines, notes or workbooks used in courses, fieldwork, workshops or labs and examinations, including those in audiovisual form or on disk, created for the students' use.

APPENDIX VIII-9**APPENDIX CONCERNING SUCCESS SUPPORT**

Starting in the 2021–2022 contract year, the Ministère shall allocate \$11,855,638 to colleges in the network through Budgetary Appendix A112 to support the academic success of students with disabilities and students with special needs. This amount shall be allocated in accordance with the terms of the budget rule of the said Appendix and shall be converted into FTEs.

This amount shall be indexed annually by the Ministère according to the rate of indexation of other costs provided for in the Budgetary and Financial Plan in force. The College shall devote 35% of the amount allocated to the creation of a position for success support based on the needs that it will have identified in connection with its success plan. This percentage may be amended by agreement between the parties, in accordance with clause 8-4.07. These resources shall be used for Component 1 of the teaching task, with the objective of supporting the academic success of these students, in particular by:

- providing support in the context of their study program or practicum;
- developing educational activities adapted to their situation or that respond to certain problems experienced by these students in the context of their studies;
- providing customized support to these students.

In addition, 65% of the amount granted to each College must be used to release a professor from his/her teaching load so that he/she can carry out activities aimed at supporting the academic success of these students, in particular:

- conducting research and innovation activities for classrooms, workshops, laboratories and help centres;
- implementing engaging projects that can have a significant impact on their academic success;
- adapting educational activities or learning materials based on inclusive educational practices that prioritize diversity of teaching approaches including Universal Design for Learning;
- providing customized support for these students.

APPENDIX VIII-10**APPENDIX PERTAINING TO ACADEMIC FREEDOM**

All professors shall enjoy the freedoms of teaching, research and expression inherent in their role and responsibilities within a public institution of higher education; their rights shall not be affected by the College as long as these freedoms are exercised in compliance with their obligations to the College.

For greater clarity, these freedoms shall include in particular:

- the freedom to determine the essential knowledge and content to be taught as well as the freedom to choose the educational approaches¹ and student assessment activities;
- the freedom to carry out research activities and to disseminate the results, as well as the freedom to perform and disseminate creative works;
- freedom of expression, which includes the freedom to criticize society, institutions, paradigms and opinions, laws, policies, regulations and public programs.

These freedoms shall be exercised:

- with professionalism, discernment and intellectual rigour;
- taking into account the state of knowledge and professional development inherent in the exercise of the activities involved in the teaching task;
- in mutual recognition and respect of the responsibilities vested in professors, departments, program committees, the College and the Ministère;
- in accordance with the Civil Code of Québec and other applicable laws, and while respecting the rights of others.

¹ Teaching approaches: "Orientation qui guide l'organisation de la situation pédagogique pour atteindre une ou plusieurs finalités." ["Orientation that guides the organization of the pedagogical situation to achieve one or more outcomes."] (Dictionnaire actuel de l'éducation, Renald Legendre, 3rd edition)

APPENDIX VIII-11**LETTER OF INTENT CONCERNING THE EVALUATION OF THE FACULTY FUNDING STANDARD ("EREG" ALLOCATION MODEL) FOR NURSING PROGRAMS (180.A0 AND 180.B0)**

The Ministère de l'Enseignement Supérieur shall undertake to conduct an analysis of the faculty funding standard ("EREG" allocation model) specific to nursing programs (180.A0 and 180.B0).

Work in Progress

1. The Ministère de la Santé et des Services sociaux, in collaboration with the Ministère de l'Enseignement Supérieur, mandated a firm to find sustainable solutions to facilitate the coordination of internships (between education levels). The mandate aims to find solutions to the challenges for the Montreal region initially, but to propose solutions that are transferable to other regions. The mandate was planned for the year 2021.
2. The National Nursing Workforce Task Force took place from March to June 2021. Its mandate included targeting solutions to increase admissions to programs and initial training. A 2021–2023 action plan will be created.

All of this work could lead to changes in the current model of conducting internships, which is an input that could have an impact on the analysis of the faculty funding standard. If necessary, the Funding Branch shall undertake to carry out the work. This work will be under the responsibility of the joint committee on material and financial affairs and, more specifically, the E committee (paragraph 41 of Budgetary Appendix E102).

Preparatory work

Preparatory work to document the current situation of nursing internships for the 180.A0 and 180.B0 programs was undertaken as early as the fall of 2021:

- Data collection at institutions offering the nursing program;
- Status report on the conduct and operation of nursing internships;
- Consultation with the Ministère de la Santé et des Services Sociaux and, where appropriate, the institutions of the Health and Social Services Network.

The subsequent analysis of the funding standards of the "EREG" allocation model will take into account the results of the work in progress and documentation set out above, and the evolving context of teaching in this program, including the use of manikins (intelligent or high-fidelity manikins) and the specific requirements, if any, of clinical teaching environments. The implementation of new standards, if any, would result in a

correction to the funding of nursing program faculty retroactive to the date of signing of the collective agreement.

The Ministère de l'Enseignement Supérieur shall undertake to consult with national labour unions at pivotal moments.

APPENDIX VIII-12**APPENDIX CONCERNING AN INTER-ROUND COMMITTEE ON DISTANCE
EDUCATION**

01. An Inter-round Committee on Distance Education shall be established for the duration of the 2020–2023 collective agreement. The committee shall consist of two (2) representatives designated by the FEC (CSQ), two (2) representatives designated by the Ministère and the Fédération des cégeps, and two (2) representatives designated by the FNEEQ (CSN) if this union federation so desires.
02. If an annual leave is necessary, it shall be taken from the resources of the Comité national de rencontre (CNR) provided for in clause 2-2.05.
03. The mandate of this inter-round committee shall be to conduct a survey within the network on organizational and structural issues pertaining to distance education:
 - produce a review of the distance education experiment from the perspective of an evaluation of professors' working conditions;
 - document the work implementing distance education as well as the local distance education agreements in Colleges;
 - evaluate certain provisions of the collective agreement in light of the realities of distance education and the adjustments to be made, if necessary.

The committee members shall make recommendations to their respective parties.

The following temporary measure shall apply until March 30, 2023:

04. The amounts in the table below in this appendix are allocated for the 2021–2022 and 2022–2023 contract years in order to provide support to Colleges whose union is affiliated with the FEC (CSQ), in order to develop or adapt their distance education course offering.
05. These amounts shall be used to support professors in their research and development of activities specific to this mode of instruction (particularly for the delivery of instruction, pedagogical support and assessment of competencies).
06. These amounts converted into FTEs shall not generate positions.
07. **Resources**

For the 2021–2022 and 2022–2023 contract years, an amount of \$125,000 shall be provided for each of these years for the purposes of this Appendix. If the full annual amount is not committed during the 2021–2022 year, the balance will be

carried over to the following year. This carry-over may not apply beyond March 30, 2023.

08. **Distribution between colleges**

College or Campus	Amount (\$)
Gaspé Peninsula and the Islands	
Gaspé	\$43,440
Centre d'études collégiales des Îles-de-la-Madeleine	\$46,986
Matane	\$23,936
Rivière-du-Loup	\$10,638

APPENDIX IX-1**GRIEVANCE FORM**Grievance no.

FÉDÉRATION DES ENSEIGNANTES ET ENSEIGNANTS DE CÉGEP (CSQ)

Name of union: Date on which the grievance was filed: Surname and given name of professor
making the complaint:

Home address:

Tel. (home):

Tel. (college):

Name of college:

Address:

Grievance submitted to the director general or his/her
representative (name):

Article(s) involved:

Date of the fact giving rise to the grievance:

Nature of the grievance: ☐ union ☐ group ☐ individual

Description of the grievance:

Corrective measures required:

Signature of professor making the complaint or of union delegate:

Copies:

1. College

2. Union

3. FEC (CSQ)

4. Professor

APPENDIX IX-2**FORM FOR SUBMITTING A GRIEVANCE TO ARBITRATION**
FÉDÉRATION DES ENSEIGNANTES ET ENSEIGNANTS DE CÉGEP (CSQ)

Notice to the chief arbitrator _____

Notice is given in accordance with the provisions of Chapter 9-0.00 of the collective agreement concluded between the provincial parties:

Nature of grievance: ☐ Union ☐ Group ☐ IndividualName(s) of the plaintiff(s) or their
general designation: _____
_____Description of grievance: _____

_____Corrective measures required: _____

This arbitration concerns grievance no.: _____

Submitted for the first time on: _____

Date: _____ Signature: _____

professor making the complaint or union
representative

- Copies to:
1. Records office of the arbitration boards for the education sector
 2. College
 3. FEC (CSQ)
 4. Professor or union representative

APPENDIX IX-3**INTERIM MEASURES PERTAINING TO GRIEVANCES AND COMPLAINTS**

Grievances and complaints filed in compliance with the provisions and in accordance with the time limits provided for in a collective agreement or order-in-council prior to this collective agreement and which have not been entered on the arbitration roll by the provincial parties shall be heard in accordance with the provisions and due process provided for therein, except for the following:

1. The arbitration board shall be made up of a single arbitrator or of an arbitrator with two (2) assessors, in conformity with this collective agreement.
2. The arbitrators designated in this collective agreement shall be competent to hear the above grievances and complaints.
3. The parties may also have recourse to the provisions of article 9-3.00.
4. The seven (7) year expiry period provided for in clause 9-2.01 shall apply to grievances entered before the coming into force of the 2015-2020 collective agreement. The deadline shall start as of signature of said collective agreement.

For the purposes of this appendix and subject to the four (4) above exceptions, the provisions included in prior collective agreements shall be maintained.

APPENDIX IX-4**LETTER OF UNDERSTANDING CONCERNING NATIONAL ARBITRATION**

01. The FEC (CSQ), the Fédération des cégeps and the Ministère may, by written agreement, have recourse to national arbitration concerning any subject of national negotiation.
02. The FEC (CSQ), the Fédération des cégeps and the Ministère shall send a joint notice to this effect to the records office.
03. The FEC (CSQ), the Fédération des cégeps and the Ministère shall choose three (3) arbitrators from the list provided for in clause 9-2.07 and shall notify the records office, which shall schedule the arbitration in accordance with the provisions of the collective agreement.
04. The provisions of the collective agreement concerning the regular arbitration process shall apply to national arbitration with the necessary adaptations.
05. The FEC (CSQ), the Fédération des cégeps and the Ministère shall notify the Colleges and Unions concerned that national arbitration will be held.
06. The Colleges and Unions concerned shall be parties to the national arbitration, unless they withdraw in writing before the first arbitration session is held.
07. The award of the Arbitration Tribunal shall be rendered by majority vote. It shall be binding on the Colleges and Unions that are parties to the arbitration and on the professors concerned.

APPENDIX X-1**APPENDIX APPLICABLE IN THE COLLEGES WHERE THE UNION WAS
PREVIOUSLY AFFILIATED WITH FAC**

01. This appendix only applies to the following colleges or institutions:

- Cégep de la Gaspésie et des Îles
- Cégep de Rimouski
- Institut Maritime du Québec (IMQ)
- Cégep de Rivière-du-Loup
- Cégep de Sorel-Tracy

02. This appendix includes, in Section I, specific provincial stipulations for the following clauses and articles:

5-4.25 Retraining due to a Program Review or a Career Change

03. This appendix includes, in Section II, specific local provisions for the following clauses and articles:

4-3.15 Minutes of a College Union Meeting (RCS)

4-5.00 Academic Council

6-6.07 Contribution to a Registered Retirement Savings Plan (RRSP)

6-7.01 Travel Expenses

SECTION I: PROVINCIAL STIPULATIONS**5-4.25 Retraining due to a program review or a career change**

- A) Effective contract year 2009-2010, the retraining program provided for in this clause will be available to a tenured professor in the specific training of a program being reviewed or a tenured professor wishing to make a career change. The retraining should enable the professor to update his/her professional skills to meet the new requirements of the program being reviewed or to acquire new skills in order to make a career change.
- B) Every year, the Ministère prepares a list of the targeted programs.
- C) The balance of unused resources¹ upon signing of the 2010-2015 collective agreement is 2.6 FTE. These resources are firstly available for the purposes of disciplinary training following a program review, and secondly for a career change. However, a maximum of twenty-five percent (25%) per year is allocated for the purposes of this paragraph.

¹ In applying letter of agreement #9 (FEC (CSQ)) regarding retraining for a reserved position provided for in clause 5-4.20 of this appendix, reached on October 28, 2009.

- D) A professor who wishes to participate in a retraining program following a program revision or career change shall submit a written project to that effect to his/her College. This project shall include: the targeted program, the specific objectives, the link to the program review if applicable, and the duration of the training requested. This can be a full-time or part-time retraining project. The duration of the project shall not exceed two (2) semesters. It is assigned as release time (CLL).

The College analyzes each project submitted and consults with the specific training departments of the targeted program. No later than May 15, the College shall send to the Parity Committee on Placement the projects it wishes to recommend, as well as all the documentation the Committee requires. The College may recommend a project even contrary to or in the absence of a recommendation from the concerned department. The Parity Committee on Placement shall respond to the College no later than June 15.

The College shall monitor the success of the retraining program, based on the particular semestrial or annual objectives of the project, as the case may be.

- E) When a professor is absent for reasons of disability, or of provisions related to parental rights or family reasons, he/she may interrupt his/her retraining for the period he/she is absent without exceeding the maximum period of two (2) years. When the duration of the suspension is effective for one (1) entire semester, the retraining shall not be counted for the purposes of paragraph C).

When a retraining program is interrupted for reasons other than those set out in the preceding paragraph, the professor shall notify the College. In this case, the training project shall terminate and the professor returns to his/her teaching duties based on the terms to be agreed upon by the professor and the College.

If a professor cannot resume retraining after the maximum period of two (2) years, the retraining shall terminate and the professor who obtained the retraining shall return to his/her status that prevailed before the retraining began.

- F) While on retraining, the professor shall receive a full yearly salary and shall benefit from all rights and privileges to which he/she is entitled during a teaching year.
- G) Unless the parties reach an agreement relating to professional development, all expenses related to a retraining program shall be paid by the professor.
- H) The Joint Placement Committee grants retraining requests in the following order:
1. requests with a duration of less than one (1) semester;
 2. requests with a duration of one (1) semester;
 3. requests with a duration of one (1) year.

SECTION II: LOCAL PROVISIONS**4-3.00 - College Union Meeting****4-3.15 Minutes of a College Union Meeting (RCS)**

The minutes of an RCS meeting shall be adopted and signed by the parties no later than the following meeting. This may be done in whole or in part while the meeting is in session. The minutes need include only the “whereas” clauses, the resolutions and, if applicable, the agreements.

4-5.00 - Academic Council

The College and the Union maintain in effect the local agreement at the time of the signing of the 2010-2015 collective agreement.

6-6.00 - Payment of Salary**6-6.07 Contribution to a Registered Retirement Savings Plan (RRSP)**

At a professor's request, the College shall deduct at source any RRSP contributions to be deposited in a financial institution.

6-7.00 - Travel Expenses**6-7.01 Travel Expenses**

In accordance with the schedule in effect at the College, the College shall pay for travel expenses between its centres d'études collégiales, its campuses and its pavilions within the same municipality in cases where a professor is normally required to teach at more than one location during the same day.

The College shall also reimburse the expenses incurred during travel authorized for the preparation of internships.

APPENDIX XII-1**EMPLOYMENT CONTRACT**

The following provisions are part of a recommendation made by the provincial parties and shall be subject to the application of section 59 of An Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, if agreed upon and signed by the local parties.

The general and vocational college: _____

having its head office at: _____

retains the services of: _____

Address: _____

Telephone: _____

Social insurance number: _____

As a:

- ☐ Full-time professor
 - ☐ Available position
 - ☐ Assignable workload
 - ☐ Clause 1-2.16
 - ☐ Substitute professor*
- ☐ Part-time professor
- ☐ Hourly paid professor

Teaching Load

- a) The College retains the professor's services for the following subject(s) or specializations:

- b) Part-time professor's teaching load:

- c) Number of periods for which the hourly paid professor is hired:

- d) The professor's teaching load shall be assigned in accordance with the provisions of the collective agreement.

Other teaching activities:

- a) Activities assigned:: _____

- b) Number of hours: _____

Reference Salary Based on Experience and Schooling

- a) Salary category:

i) schooling: _____ ii) experience: _____ iii) step: _____

masters recognized for compensation purposes

☐

yes

☐

no

doctorate (postgraduate studies)

☐

yes

☐

no

- b) Initial salary: (year 20 _____ - 20 _____): \$ _____

- c) Hourly rate for other teaching activities:
(year 20 _____ - 20 _____): \$ _____

Group contract

The professor states that he/she was informed that the collective agreement agreed upon between the College and the Union is available on the website of the Comité patronal de négociation des collèges (CPNC) at the following URL: www.cpn.gouv.qc.ca. The parties declare their intention to submit the provisions of this employment contract to

the provisions of the collective agreement governing the College and the Union which represents the professor in its employ.

Duration of the contract

The present contract is valid from _____ to _____

Special provisions

* The substitute professor is replacing:

(name(s) of the professor or professors replaced)

Others: _____

Signed at _____ on _____ 20____.

Signature

(For the College)

(Professor)

APPENDIX XII-2**LETTER OF AGREEMENT PERTAINING TO SENIORITY AND GRIEVANCES
AND ARBITRATION**

For the purposes of applying the agreement reached on September 5, 1989, between the Fédération des cégeps and the Fédération des enseignantes et enseignants de Cégep (FEC (CEQ¹)), the College and the Union agree to the following with regard to the provisions relating to seniority, grievances and arbitration provided for in Schedule A of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2):

With the coming into effect of the provisions agreed upon at the provincial level relating to the 1989-1991 collective agreement, the provisions in effect until then, in accordance with Schedule A, I - College Sector a) with regard to teaching personnel:

- 11^e Seniority (subject to calculations for the purposes of relocation) shall be abrogated and replaced mutatis mutandis by the provisions agreed upon at the provincial level between the FEC (CSQ) and the CPNC.
- 22^e Grievances and Arbitration (bearing solely on matters negotiated at the local level) shall be abrogated and replaced by the provisions agreed upon at the provincial level between the FEC (CSQ) and the CPNC.

¹ The FEC (CEQ) has become the FEC (CSQ).


IN WITNESS WHEREOF, the provincial parties to this agreement have signed in Montreal this 16th day of the month of June 2016.


(Reproduction of the signed document)


EN FOI DE QUOI les parties nationales à la présente ont signé à Montréal, ce 16^e jour du mois de juin, 2016.


POUR LE GOUVERNEMENT DU QUÉBEC

POUR LA CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)

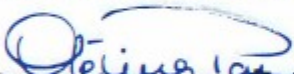

Danielle McCann
Ministre de l'Enseignement supérieur


Éric Gingras, président

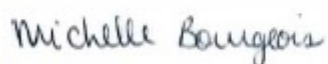

SociéteBel
Présidente du Conseil du Trésor


Edith Lapointe
Négociatrice en chef du Gouvernement du Québec


POUR LA FÉDÉRATION DES ENSEIGNANTES ET ENSEIGNANTS DE CÉGEP (FEC (CSQ))


Mélissa Paquin, présidente


Lucie Piché, présidente



Michelle Bourgeois, vice-présidente

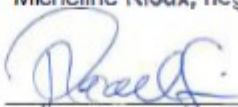

Raphaëlle Chabot-Fournier, porte-parole

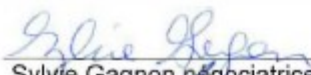

Nadine Bédard St-Pierre, porte-parole


Renée Boisclair, négociatrice


Micheline Rioux, négociatrice


Diane Brien, négociatrice


Rachel Sarrasin, négociatrice


Sylvie Gagnon, négociatrice


Serge Rodrigue, négociateur