

Placement on availability for teaching staff

FEC Collective Agreement, 2023-2028



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Presentation of the Guide

This Guide has been designed to help clarify clause 5-4.00 of the FEC-CSQ 2023-2028 collective agreement, which stipulates the terms and conditions related to job security and the placement on availability process (MED) for professors.

It explains the placement on availability process for tenured teachers; the rights, salary conditions and obligations of teachers on availability, as well as the choices they have, which are: remain in their college, relocate to an available position in another college, retrain in another subject, as well as several other options called “employability and employment termination measures”. It also provides information on the placement office, its management role in relation to employees on availability and the administrative process for professors on availability.

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

Enjoy!

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

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

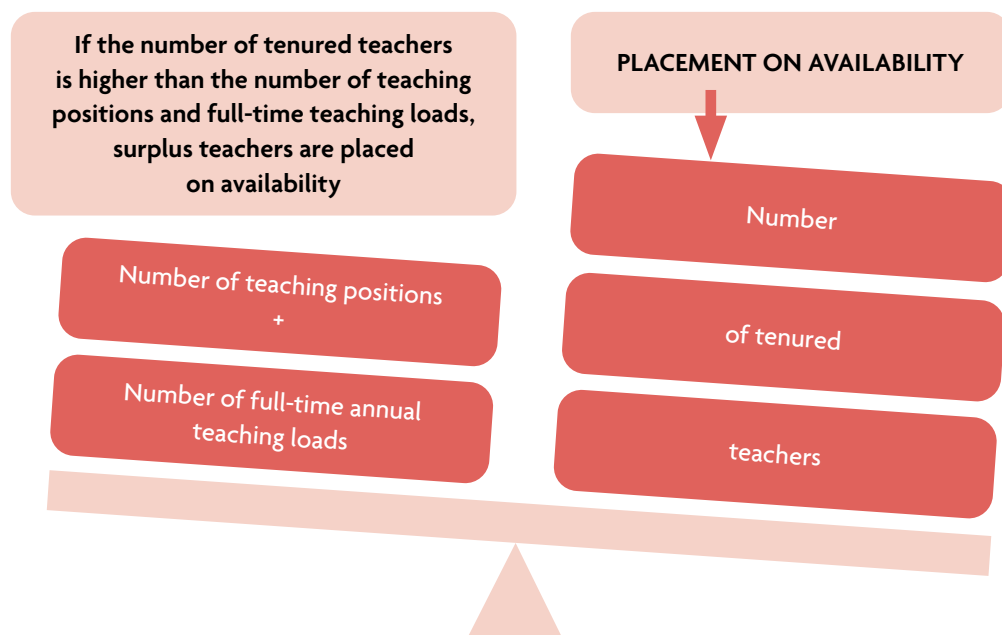
Placement on availability for teachers

1) SITUATIONS LEADING A TEACHER TO BE PLACED ON AVAILABILITY

A) A SURPLUS OF TEACHERS IN A SUBJECT

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

A surplus in teachers is usually due to a decrease in the number of students enrolled in the classes of a college's programs or to the suspension or closure of a program.



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

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

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

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

B) CLOSING OF A PROGRAM

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

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

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

2) SALARY AND OTHER BENEFITS

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

PLEASE NOTE: a teacher working full-time in the fall semester (with a CI of 40 units or more) but who is not guaranteed a full-time annual teaching load shall receive 60% or 80% of their salary until they are guaranteed a full-time annual teaching load. The College will then cancel their placement on availability and will retroactively pay them the unpaid portion of their salary (20% or 40%, as applicable).

For each year a teacher is placed on availability, their seniority, experience and years of service counted towards their retirement plan (RREGOP) shall be recognized as one full-time year (5-4.14). However, RREGOP contributions shall be calculated based on actual earnings.

The teacher shall continue to pay the premiums for their life insurance (if applicable), health insurance and salary insurance plans (5-5.01, paragraph 3)).

A teacher placed on availability (MED) shall receive:

- **80% of their salary or**
- **60% of their salary if they are eligible for retirement**

until the College cancels their placement on availability.

3) CANCELLATION OF THE PLACEMENT ON AVAILABILITY

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

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

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

A cancellation after May 1st of the school year in which the teacher was placed on availability shall not cancel their availability status for the following school year if the teacher's placement on availability is maintained (5-4.06 C)).

Other specifications:

- A teacher on availability who obtains a full-time teaching load of one semester in their college for the following fall semester (before June 26) and who is offered a position or an annual substitute teaching load by the placement office shall only fill the said position in the winter semester. However, the teacher does not have to change colleges if they are guaranteed, before December 10, a full-time annual teaching load, an 80-unit annual teaching load, or a full annual salary (5-4.07 F, paragraph 8 – Possibility to defer occupancy of a position or an annual substitute teaching load).
- A teacher on availability may refuse the cancellation of their placement on availability until October 30 if they forward a written request to the College no later than seven (7) calendar days after obtaining or reaching a full-time load (5-4.06 C)). After this date, the College shall cancel the teacher's availability status. For example, a teacher may wish to remain on availability to benefit from their hiring priority for a position in another college in order to avoid being placed on availability again in their College of origin in subsequent years.

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

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

4) POSSIBILITIES FOR A TEACHER ON AVAILABILITY

POSSIBILITIES FOR A TEACHER ON AVAILABILITY:

- A) Remaining at one's college;
- B) Relocation to another college on a voluntary basis;
- C) Mandatory relocation to another college in the same zone;
- D) Mandatory relocation to another college after two (2) years of being on availability;
- E)
 - i) Retraining for a reserved position or a deferred reserved position at one's college;
 - ii) Retraining for a reserved position at another college;
 - iii) Employability and employment termination measures
 - iv) Intrasectorial relocation (secondary school level)

A) REMAINING IN ONE'S COLLEGE

In the first two (2) years, a teacher placed on availability may remain at their college if they are not offered a position or an annual substitution load in a college in the same zone³. However, the teacher will need to relocate if they remain on availability for more than two (2) years (see section D below).

The college will assign them a teaching load or a Section 2 project that is commensurate with their MED (see section 6 E) "*If no relocation is possible*").

B) RELOCATION TO ANOTHER COLLEGE ON A VOLUNTARY BASIS

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

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

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

The teacher may teach in the language of instruction used when they were placed on availability or not, if they want to.

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

- within the same zone (priority 11);
- to another zone (priority 13) (see the "*Other choices*" section).

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

³ The **zone** is the area within a 50 km-radius of a college. The list of colleges in the zone of each CEGEP can be found in Appendix V-4 of the collective agreement.

C) MANDATORY RELOCATION TO ANOTHER COLLEGE IN THE SAME ZONE

According to 5-4.17 a), priority 6, paragraph 1, “*Hiring priorities for teaching positions*”, a **teacher on availability must relocate, starting in the first year of their placement on availability, if a position is available in one or several colleges in the same zone (Appendix V-4).**

PLEASE NOTE: This obligation applies to all teachers placed on availability, including those teaching the core subject related to the specific training in a closed program or those who have received a notice of placement on availability less than two (2) years ago (5-4.07 E – Assignment when several candidates have the same hiring priority)⁴.

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

When several teachers have applied for the same position and have equal priority, the one who has **the least seniority** must relocate first (5-4.07 F), paragraph 13).

Zone: The area within a radius of approximately 50 km of a CEGEP, which normally includes one or several colleges.

(5-4.01)

D) MANDATORY RELOCATION TO ANOTHER COLLEGE AFTER TWO CONSECUTIVE YEARS ON AVAILABILITY

According to 5-4.17 a), priority 6 (paragraphs 2 and 3), “*Hiring priorities for teaching positions*”, teachers who have remained on availability for more than two (2) years must relocate to another college in their sector (Appendix V-5) if positions are available. However, for a teacher placed on availability who teaches the core subject related to the specific training of a closed program, the obligation extends to all colleges in the network.

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

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

Sector: The area within a radius of approximately 100 km around a CEGEP, which normally includes one or several colleges.

(5-4.01)

E) OTHER POSSIBLE CHOICES

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

Retraining for a reserved or a deferred reserved position at the College is **accessible to teachers on availability and tenured teachers who teach the same subject as a teacher on availability and who wish to substitute them.** A tenured teacher not on availability may ask to exchange their position with a teacher on availability and if such an exchange is approved, the tenured teacher shall be placed on availability and have access to retraining for a reserved or a deferred reserved position, and the teacher on availability will assume the tenured teacher’s position.

New to the 2023-2028 collective agreement: If the College plans to implement a new program or expects teachers to take their retirement in the next two (2) years, it may **reserve a deferred position** for a teacher on availability so they can pursue training in a new subject or in a specialization in their own subject.

⁴ A teacher placed on availability in a subject related to the specific training in a closed program other than the core subject has the same rights and responsibilities as a teacher placed on availability, regardless of whether or not the program is closed (5-4.07 E), last paragraph).

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

A position must, of course, be available and planned in order for the retraining project to be approved. The position is reserved for the teacher who is retraining and must be offered by the placement office as an annual substitute teaching load until the teacher has completed their retraining. The College must monitor and ensure the success of the retraining. If the retraining program is not successful or if it is interrupted, the teacher might be required to reimburse part of the salary received (see 5-4.20 F)).

During the retraining, the teacher receives their **full annual salary** and must cover their own retraining expenses.

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

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

Retraining for a reserved position in another college is **accessible to a teacher on availability (MED) and a tenured teacher in the same subject as the teacher on availability who wishes to exchange their position with the teacher (MED)**. This retraining is done on a voluntary basis.

A **retraining project** must be submitted to the College and forwarded to the parity placement committee by May 15th. The teacher must then make a choice from the first list (the list issued on June 10) forwarded by the placement office to teachers on availability (5-4.07 D)).

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

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

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

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

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

The person placed on availability may agree with the College on a number of measures that would enable her/him to find another job, to take a preretirement leave or to end their employment relationship with the College.⁵

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

⁵ Employability measures are subject to the administrative rules established by the Ministry.

The employability and termination of employment measures are:

- **Preretirement leave:** to avoid or cancel a placement on availability, the College may grant a preretirement leave to a person who is eligible for retirement one year later. The teacher shall receive their full annual salary without having a teaching load and must retire at the end of the leave (5-4.15).
- **Severance package:** a severance package can be offered to teachers who end their employment relationship with the College by resigning. The amount and duration of the severance package are determined by the Ministry.
- **Leave without pay:** a teacher placed on availability can obtain a leave without pay by filing a request with the College. The maximum duration of such leave is five (5) years and the request for leave must be renewed every year. The teacher must pay all insurance and retirement plan premiums.
- **Service loan:** an organization⁶ other than the College may hire a teacher placed on availability. This loan can be granted for a maximum of five (5) years. The teacher preserves their rights and benefits in accordance with the collective agreement, as well as their salary, which is paid by the College (5-15.00).
- **Retraining for a reserved position in another college:** see the previous section of this guide and clause 5-4.21 of the collective agreement.
- **Career change process:** a teacher placed on availability in the core subject related to the specific training of a single closed program in the college's zone may obtain a leave equal to one day per week (20%) for one semester in order to take part in a career change process. The Ministry may grant a certain amount to cover the professional fees related to the career change process.
- **Employment search for the spouse:** the spouse of a teacher on availability relocated to a position outside their zone on a voluntary basis (or retraining for a reserved position in another college outside their zone) may obtain, upon producing supporting vouchers, a refund to cover professional fees paid to a job search firm.

Moving allowance: a moving allowance is granted to a teacher placed on availability who has agreed to relocate outside their zone on a voluntary basis or who is retraining for a reserved position in another college outside their zone.

Consult your union if you wish to submit a request under this clause.

iv. Intrasectorial relocation (5-4.24)

A teacher on availability may choose a **teaching position at a secondary school level** upon receipt of the first two lists (in June and August) sent by the placement office. The position must correspond to the subject taught or to another subject if the teacher meets the requirements. The teacher's application is submitted to school boards or school service centres that have offered positions. If the teacher has a teaching load at their College in the fall semester, they may choose to relocate immediately or wait until the winter semester. If the teacher relocates outside their college's zone, their moving expenses are covered (see section 7 A), "*Moving expenses*").

If the teacher does not hold legal teaching certification to teach at the secondary school level, they may benefit from a 12-month retraining period to obtain the required credits (5-4.24).

The teacher's seniority and rights are transferred to the new employer provided that they are compatible with the provisions of the collective agreement in force. The employment relationship with the College ends as soon as the new contract is signed. However, the teacher has the right to go back to their college of origin in the first two (2) years after relocating.

⁶ The organization chosen by the teacher for the service loan must be subject to one of the public and parapublic sectors' retirement plans.

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

A teacher placed on availability who teaches the **core subject related to the specific training** in a closing program shall be informed only once of the closure of the program by no later than June 1st of the year in which the program is closed (5-4.07 L).

The teacher then has a few choices:

- **relocate on a voluntary basis** (priority 4 or 5 of 5-4.17 a))
- be obliged to **relocate to an available position in a college of another zone** if they have been **placed on availability for more than two (2) years** (5-4.17 a), priority 6, paragraph 2). They shall assume the available position in the winter semester (5-4.07 F – Possibility to defer occupancy of a position or an annual substitute teaching load).

The teacher in the core subject related to the specific training in a closed program may also undertake a **career change process** (see section 4 E) “*Employability and termination of employment measures*” and clause 5-4.23 of the collective agreement).

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

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

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

The choice made by the teacher is final and no changes will be permitted.

6) ADMINISTRATIVE PROCESS FOR TEACHERS PLACED ON AVAILABILITY

The **placement office** is an employer-operated service that manages job security procedures for the entire college network. The placement office compiles lists of positions and annual substitute teaching loads by subject and forwards them to those concerned. It verifies and corrects the seniority of teachers placed on availability, deals with their relocation and forwards a statement of operations in November, which presents the choices, refusals and relocations of teachers on availability (5-4.11).

ADMINISTRATIVE PROCESS FOR TEACHERS PLACED ON AVAILABILITY

- a) Receive the lists of available positions from the placement office (in June, August and October);
- b) Complete their choices of positions online no later than seven (7) calendar days after receiving the lists;
- c) **and d)** Receive offers of positions or annual substitute teaching loads from the placement office and (if there are any) accept them and relocate;
- e) If there are no offers: remain at their college and obtain a teaching load or a Section 2 project.

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

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

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

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

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

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

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

Using these lists, teachers placed on availability must make their employment choices on line via the Ministry's website. An email is sent out in June with a username, a password and all details needed to fill out the form on line.

Positions:

The teacher placed on availability must choose from the **positions offered on the list**. Hiring priorities for a given position, as mentioned in clause 5-4.17 a) of the collective agreement appear in brackets.

Employment choices are made for:

- Positions
- Annual substitute teaching loads
- Secondary school positions
- No choices in some cases.

- The teacher is willing to relocate on a voluntary basis⁷. In this case, they state their order of preference for a position in their zone⁸ or in another zone, in their subject or another subject (5-4.17 a), priority 4, 5, 10 or 12).
- The teacher is not willing to relocate. Even so, they shall still state their order of preference among positions offered in colleges in their zone, in their subject and in their language of instruction (5-4.17 a), priority 6, paragraph 1). The teacher will have to relocate if offered a position.
- The teacher has been on availability for over 2 years in the core subject related to the specific training in a closed program. They state their order of preference in another zone, in their subject (5-4.17 a), priority 6, paragraph 2). The teacher will have to relocate if offered a position.
- The teacher has been on availability for over 2 years in their sector. They state their order of preference for a position available in another college in their sector⁹, in their subject (5-4.17 a), priority 6, paragraph 3). The teacher will have to relocate if offered a position.

However, if the teacher has been on availability for over 2 years (5-4.07 E, subparagraph 2) in a subject for which the College only has one tenured teacher and has an annual load of 0.6 FTE, the teacher is exempted from the relocation procedures for their sector (5-4.07 D), paragraph 8)¹⁰.

7 **Voluntary basis:** For each position selected, the teacher states in the questionnaire if this choice to relocate is voluntary or not (in which case it is compulsory).

8 **Zone** (5-4.01): The area within a radius of approximately 50 km of a CEGEP, which normally includes one or several colleges. The zone attributed to each CÉGEP is found in Appendix V-4 of the collective agreement.

9 **Sector** (5-4.01): The area within a radius of approximately 100 km of a CEGEP, which normally includes one or several colleges. The sector attributed to each CÉGEP is found in Appendix V-5 of the collective agreement

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

- The teacher is retraining for a reserved position in another college and is willing to relocate on a voluntary basis. In this case, they state their order of preference for a position in their zone or another zone, and in their new subject (5-4.17 a), priority 11 or 13). The teacher only fills out the online form once, after receiving the first list in June.

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

Annual substitute teaching loads:

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

- by stating their order of preference for teaching loads in their zone and in their subject (5-4.17 b), priority 6);
- if they wish, they may also choose a teaching load in another subject, in which case the selection committee shall examine their application.

A teacher who has accepted a full-time annual continuing education teaching load at their college does not have to apply for annual substitute teaching loads.

Secondary school positions:

Teachers on availability may also choose **positions at secondary schools** in the zone of their college or another zone, in their subject or another subject, if they meet the requirements (5-4.24). The placement office shall forward the teacher’s application to the school boards or school service centres involved. This choice is only valid for the first two lists forwarded by the placement office (June and August) (see section 4 E: “*Intrasectorial relocation*”).

If no choice is available:

In some cases, the teacher may choose **none of the options on the lists** forwarded by the placement office. Four (4) reasons are given in the online document:

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

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

Teachers in the following situations **do not need to fill out the form online or select a relocation choice (5-4.07 D))**:

- teachers placed on availability who are retraining for a reserved or a deferred reserved position at their college (5-4.20);
- teachers placed on availability who are retraining for a reserved position at another college (5-4.21) (once they have submitted their choice after receiving the first (1st) list in June, they no longer need to fill out the form);
- teachers who have been on disability leave for more than 104 weeks (5-5.22, subparagraph 3).
- teachers placed on availability who have a teaching load in their college that is at least equivalent to their salary protection (5-4.07 D – Professor exempted from the relocation process).

What happens if a teacher does not fill out the form or selects no choices when they must choose one? The placement office could choose the position for the teacher, who would have to relocate to another college without being consulted. They may also be deemed to have resigned.

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

The positions are then offered to teachers on availability by the placement office. If several teachers have applied for the same position with the same priority in accordance with clause 5-4.17 a), the teacher with the least seniority must accept the position (5-4.07 F – Assignment when several candidates benefit from the same hiring priority).

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

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

Teachers have seven (7) calendar days **to answer** the placement office's position offer. Once this deadline has passed, the name of the teacher on availability shall be deleted from the placement office's lists and the teacher shall no longer be deemed to be in the employment of the College (5-4.07 H), paragraph 1).

Teachers must reply within seven (7) days. Otherwise, their employment relationship with the College will be terminated.

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

i. Mandatory acceptance of the offer

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

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

To request the right to return to their college of origin, teachers must have already been relocated elsewhere.

Furthermore, the position must be in:

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

Teachers who request a **change of subjects** or whom the placement office deems qualified to teach another subject must be interviewed by the college offering the position. Their application must be examined by a selection committee that shall determine whether they meet the normal requirements for the position.

A teacher who has been on availability for less than two (2) years does not have to accept a position in a college of another zone if they are not willing to relocate on a voluntary basis. However, if the teacher accepts to be thus relocated, they cannot be forced to relocate outside the new zone if placed on availability by their new college (5-4.07 F – Possibility of occupying a position in a different zone).

ii. Acceptance of the offer, but relocation postponed

A teacher who has been on availability for more than two (2) years and who teaches in the **core subject related to the specific training in a single closed program** (in the college's zone) must accept an open position, but shall only fill it in the following winter semester (5-4.07 F - Possibility to defer occupancy of a position or an annual substitute teaching load).

A teacher on availability who obtains a **full-time teaching load of one semester in their college for the following fall semester** (before June 26), to whom the placement office offers a position, shall only occupy the said position in the winter semester. However, the teacher does not have to change colleges if the teacher is guaranteed, before December 10, a full-time annual teaching load, an 80-unit annual teaching load, or a teaching load with a full annual salary (5-4.07 F - Possibility to defer occupancy of a position or an annual substitute teaching load).

When the placement office sends an offer of a **position to a teacher on availability after the third (3rd) list has been sent out in October**, the teacher shall accept it, but does not have to fill it until the following semester. The teacher keeps their employment relationship with their college of origin and must accept any work (teaching load or specific project) assigned by the college (5-4.07 F - Possibility to defer occupancy of a position or an annual substitute teaching load).

D) ANNUAL SUBSTITUTE TEACHING LOADS OFFERED BY THE PLACEMENT OFFICE

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

A teacher on availability who obtains a **full-time teaching load of one semester in their college for the following fall semester** (before June 26) and who is offered an annual substitute teaching load by the placement office shall only occupy the said position in the winter semester. However, the teacher does not have to change colleges if they are guaranteed, before December 10, a full-time annual teaching load, an 80-unit individual teaching load, or a teaching load with a full annual salary (5-4.07 F - Possibility to defer occupancy of a position or an annual substitute teaching load).

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

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

A teacher on availability who receives no offer of a position or annual substitute teaching load from the placement office keeps their employment relationship with their college and receives a salary equal to 80% of their annual salary (or 60% if the teacher is eligible for retirement without actuarial reduction).

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

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

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

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

The College may offer a **project under Section 2 of the teaching load** (8-3.00) to any teacher on availability whose workload does not reach their salary protection.

The individual teaching load equivalent to the project shall be calculated in accordance with Appendix VIII-1.

The College must inform the union of its intention to impose a project upon a teacher on availability. Both parties have three (3) weeks to reach an agreement on the targeted project. If no agreement is reached, the College shall proceed. The teacher is notified five (5) days in advance of their assignment and shall begin the project within five (5) working days after notification. If the teacher refuses to accept the project, their name will be deleted from the placement office's list of teachers on availability and their employment relationship will be terminated.

A teacher placed on availability may also have access to a teaching load in their subject in another college in the zone (5-4.17 b), priority 6).

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

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

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

However, a teacher on availability **in the core subject related to the specific training of a single closed program in the college's zone** may refuse a position offer (within the 7-day deadline) if they send written notice to the College and the Placement office. This refusal involves waiving the salary protection and the teacher is then deemed to be on leave without pay.

When no relocation is possible, the teacher on availability must:

- teach at their college: regular education, continuing education and/or summer courses
- Accept a project related to Section 2 of the teaching workload.

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

7) RELOCATION OF A TEACHER ON AVAILABILITY TO ANOTHER COLLEGE

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

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

The teacher is entitled to three (3) working days with pay to find a new home and three (3) additional working days to move. The teacher's traveling and living expenses shall be reimbursed in accordance with the policy in effect at the college of origin.

Appendix V-6 presents possible reimbursements for moving-related expenses.

Teachers exercising a right to return (5-4.07 A)) are not entitled to reimbursements for moving expenses¹¹.

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

A teacher who has been recently relocated to another college retains the right to return to their college until the 5th working day after the beginning of classes in their college of origin. To exercise this right, the teacher must apply for a position available in their subject or another subject (priorities 1 and 2 of clause 5-4.17 a)). The teacher returns to their college of origin immediately. If at the end of the five (5)-day period, the teacher remains at their new college, they are no longer considered to be in the employment of their former college (5-4.07 G).

During the year of their relocation and the following year, the teacher may apply for a position available in his college of origin, but shall only fill it at the beginning of the following semester.

During the year of their relocation or the following year, a teacher who wishes to apply for available positions listed with the placement office must inform the placement office before May 1st in the year of their relocation. Their name will then appear on the placement office's mailing lists for the following year.

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

Teachers relocated in a secondary school level teaching position have the right to return to their college of origin for up to two (2) years following their relocation (5-4.24 G)).

C) TRANSFER OF RIGHTS (5-4.07 G))

A teacher thus relocated shall transfer all their rights (seniority, recognition of schooling and experience, sick leave bank and retirement plan...) to the extent that they are compatible with the provisions of the collective agreement in force in the new college.

¹¹ This applies to teachers who have been relocated in accordance with subparagraphs 5, 6 (paragraph 3), 12, and 13 of clause 5-4.17 a), which presents the hiring priorities for teaching positions.

Appendix:

Checklist for teachers placed on availability

CANCELLATION OF THE PLACEMENT ON AVAILABILITY

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

ADMINISTRATIVE PROCESS OF THE PLACEMENT OFFICE

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

ADMINISTRATIVE PROCESS OF THE PLACEMENT OFFICE (*continued*)

Otherwise,

I have accepted the offer within seven (7) calendar days following receipt and I will relocate next semester to a new college if:

- A position is available in a college outside my zone and I have been on availability for more than two (2) years in the core subject related to the specific training of a single closed program in my zone
- I have been offered a full-time teaching load for one semester in my college before June 26th
- I have been offered a position after the placement office sent out the third (3rd) list in October

I have been offered annual substitute teaching loads if:

- I have been offered no position

I shall accept it if:

- I don't have a teaching load equal to my salary protection in my college

I shall accept and will relocate in the winter if:

- I am offered a full-time teaching load for one semester in my college before June 26th

I will remain in my college if:

- No position or annual substitute teaching load is available

However, I must:

- Teach continuing education courses if a teaching load is available in my subject, up to my salary protection or more (if desired)
- Accept any regular teaching load, up to my salary protection or more (if desired)
- Teach summer courses ending before June 24th or later (if desired)
- Accept a project linked to the teaching load (mandatory)

I have been offered a position at a secondary school:

- I will relocate immediately if I do not have a teaching load at my college
- I choose to relocate immediately or the following session if I have a teaching load at my college in the fall semester

OTHER CHOICES AVAILABLE TO ME¹²

1) Retraining for a reserved or a deferred reserved position in my college (5-4.20)
2) Retraining for a reserved position in another college (5-4.21 and 5-4.23)
3) Preretirement leave (5-4.15 and 5-4.23)
4) Severance package (5-4.23)
5) Leave without pay (5-4.23)
6) Service loan (5-4.23 and 5-15.00)
7) Provisional assignment to another category of personnel (5-11.00)

¹² Other choices are available to teachers placed on availability of a closed program. See the “Possibilities for a teacher on availability” section.



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