

Non-tenured teachers guide





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NON-TENURED TEACHERS GUIDE

This guide is intended for CEGEP teachers whose union is affiliated with the FNEEQ (CSN)

2nd Edition, 2011

1st Edition, 2007

FNEEQ (CSN)

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Introduction

This guide is designed to facilitate understanding of those elements of the 2010-2015 Collective Agreement for FNEEQ (CSN) teaching personnel that specifically pertain to the working conditions of non-tenured teachers. However, in no way shall it take precedence over the collective agreement.

To make it easier for you to find the information you are looking for, we have indicated the references to corresponding articles, clauses and appendices of the collective agreement in brackets and bold typeface throughout the text. For more details, refer directly to the collective agreement, the official text enshrining your rights.

For further information and to ensure that your rights are being respected, it is always recommended that you contact a member of your local union's executive committee, whenever needed.

This document is posted on the FNEEQ Website: www.fneeq.qc.ca

Chapter 1 Scope of the collective agreement

The collective agreement applies to all salaried teachers under the terms of the Labour Code who are employed by a college **(2-1.01)**.

However, the collective agreement stipulates certain limitations to its jurisdiction. A teacher who teaches courses other than those published in the College Education Syllabus, other than courses that lead to a Diploma of Collegial Studies (*Diplôme d'études collégiales* – DEC) or to an Attestation of Collegial Studies (*Attestation d'études collégiales* – AEC), other than courses included in a teaching module approved by the Minister, or other than upgrade (*mise à niveau*) courses where the number of credits is set by the Minister, is not subject to the provisions of the collective agreement **(2-1.03)**.

Therefore, teachers who give non-credit courses in Continuing Education are not covered by the collective agreement.

Chapter 2 Defining employment status

It is important to properly understand the different employment statuses of college teachers as these determine the scope of the rights that apply to certain provisions of the collective agreement. These job status categories are laid out in the collective agreement and include:

2.1 Full-time teacher (1-2.15)

A full-time teacher is hired with a 12-month contract for a full-time regular teaching workload or for full-time teaching duties in Continuing Education.

Moreover, a part-time teacher hired with a full-time contract for the fall semester who then signs a full-time contract for the winter semester in the same contract year becomes a full-time teacher **(5-1.03 b)**. The same applies to a part-time teacher whose total individual workload reaches 80 units during the same contract year **(5-1.03 c)**. Also, a part-time teacher whose workload reaches 50 units or more in regular teaching can become a full-time teacher if his or her workload reaches 80 units when courses taught in Continuing Education or the summer session and substitute teaching are included **(5-1.03 d)**.

As well, a teacher is considered to be full-time if his or her total teaching workload equals 1 when calculated using the following formula **(5-4.16b)**:

$$\frac{CI}{80} + \frac{\text{number of teaching periods}^*}{525} = 1$$

* Teaching hours in Continuing Education, summer courses and substitute teaching.

2.2 Substitute teacher (1-2.14)

A substitute teacher is a full-time teacher with part of his or her total annual workload made up by the replacement of one or more teachers who are on leave or are released from teaching either with or without pay.

2.3 Part-time teacher (1-2.16)

A part-time teacher is a teacher who is hired with a contract of less than 12 months for a regular teaching workload equivalent to a full-time teacher or to fill a part-time workload in Continuing Education

or

who is hired with a contract of 12 months or less to take on a regular teaching workload or to fill a workload in Continuing Education that is less than that of a full-time teacher.

2.4 Hourly-paid teacher (1-2.11)

An hourly-paid teacher is hired not only to teach classes, but also to correct and supervise examinations and course work in the discipline of instruction.

An hourly-paid teacher is paid according to the hourly rate set in Table B of Appendix **VI-1** and teaches primarily in Continuing Education and summer courses.

A college can only hire hourly-paid teachers for regular teaching through an agreement with the union **(5-1.16)**.

2.5 Continuing Education teacher (1-2.12)

Except for those with a full-time or part-time workload in Continuing Education **(8-7.07)**, a Continuing Education teacher is an hourly-paid teacher hired to teach courses covered by the collective agreement.

Chapter 3 Hiring

3.1 Posting

Whenever there is a teaching workload to assign, the college must inform teachers by means of a written notice posted in locations reserved for this purpose.

This notice must minimally include:

- the nature of the duties;
- the discipline concerned; and
- the normally-required qualifications.

In the ten (10) days following the posting of the notice, any teacher may apply in writing to the college **(5-1.10)**.

If a teaching load is created or becomes vacant during the vacation period, non-tenured teachers in a discipline as well as non-tenured teachers in other disciplines who have submitted a prior request to that effect shall be so informed in a notice mailed to their home address. They may then apply for the position within the ten (10) days following the postmarked date **(5-1.11)**.

It is important to note that a teacher with a hiring priority is still required to submit a written application by the prescribed deadline. It is also important to be sure to comply with the specific college's own rules and practices.

Many unions have negotiated general service agreements with their colleges. These are local agreements that vary from one college to the next. The members of your local union's executive committee can provide you with useful information on any such agreement, where applicable, including when it was signed, the types of courses covered, the deadlines for refusing a teaching load or post, the consequences of such a refusal, and so on.

3.2 Declaration of employment form

To limit dual employment, a person holding a full-time position is not entitled to an assigned teaching load **(5-1.12)**. At the time of application, a "Declaration of Employment Form" must be completed and sent to the

college (see Appendix II-6). Any person who has a full-time job or expects to have one is required to declare themselves to be in a position of dual employment.

A part-time teacher hired for full-time duties for one semester is not considered to be in a position of full-time employment. Moreover, professional activities that are not carried out on a full-time basis cannot be accumulated in such a way as to result in the person being considered to have full-time employment.

The following are defined as holding full-time employment (Appendix II-6):

- any person who, as part of a declared professional activity, is paid for a period of work that corresponds to the number of hours per week or per month worked by other persons carrying out similar tasks as a function of what is generally recognized as full-time in their field;
- any person who is on paid leave from full-time employment;
- any person who, through holding full-time employment, is on availability with pay.

3.3 Selection committee

For regular teaching

Following the ten-day posting period, and after workloads and posts have been assigned to teachers holding a hiring priority, if any teaching load remains to be assigned, the college will form a selection committee, the role of which is to recommend the hiring of applicants **(4-4.01)**. The committee is made up of three teachers named by the department and two persons chosen by the college **(4-4.02)**.

The college must hire an applicant who is recommended unanimously. As well, it cannot hire a person who has not been recommended by a majority of the selection committee **(4-4.05)**.

For Continuing Education

If, after assigning loads to those teachers with a hiring priority, there remain loads to be assigned, the

selection must be made with the participation of at least one teacher in the discipline involved who teaches in the regular program **(8-7.08)**.

3.4 Employment contract

A teacher's employment contract must be in writing (Appendix **VIII-1**). The employment contract must minimally specify:

- **the teacher's employment status:**
 - full-time teacher;
 - in an available post;
 - with a workload to be assigned **(5-1.03)**;
 - with an annual substitute workload (including the name(s) of the person(s) replaced);
 - part-time teacher;
 - hourly-paid teacher;
- **the teaching discipline(s) as well as any specialization(s);**
- **the workload of a part-time teacher;**
- **the number of periods for which an hourly-paid teacher is hired;**
- **the salary as a function of experience and level of schooling:**
 - salary category;
 - level of schooling;
 - experience;
 - rank;
 - master's degree recognized for salary purposes;
 - doctoral degree;
 - starting salary;
- **the accumulated employment;**
- **the duration of the contract.**

It is a good idea to check with your union that any clause entered in the "special provisions" section of your contract complies with the collective agreement.

The college must also provide, in writing, the address of the Internet site* on which the collective agreement is posted to all new teachers prior to the signing of their employment contracts **(5-1.17)**.

Note that if a part-time teacher becomes full-time **(5-1.03 b), c) or d)**, the college must have a new full-

time contract signed which nullifies and replaces any previously-signed contract(s) **(5-1.14)**.

*<http://www.cpn.gouv.qc.ca/index.php?id=216>

3.5 Documents required at hiring

To complete the hiring process and allow the determination of the salary to be paid, the teacher must provide the college with documentation attesting to his or her qualifications and experience **(5-1.17)**. By no later than 30 days following the date of hiring, he or she must submit all relevant documents pertaining to:

- his or her level of schooling (diplomas, transcripts, report cards, certificates, awards, etc.);
 - for each new teacher, the college shall proceed with a provisional evaluation of level of schooling. By no later than three (3) months following receipt of the documents from the teacher, the college will issue official certification of schooling **(6-3.02)**. This certification must indicate the crediting of a master's degree, where applicable **(6-3.06)**;
 - in the case of a master's degree, the college has 30 days to inform the teacher of its decision regarding the crediting of this diploma for salary purposes. A diploma is recognized for salary purposes if it is obtained in the discipline taught or in another related and useful discipline for the teaching of the discipline on the teacher's contract **(6-3.01)**.

A teacher who believes he or she has been treated unfairly in the evaluation of his or her level of schooling or in the crediting of a master's or doctoral degree may file a complaint to that end. A form designed for this purpose may be obtained from the union or through the FNEEQ (CSN) Website **(6-3.10)**.

- his or her teaching and/or professional experience **(6-2.00)**.

The general rules regarding the evaluation of experience are as follows:

- experience is evaluated at the start of each employment contract;

- this evaluation is done by contract year;
- work experience deemed as relevant (teaching, professional or other) and performed full time over a contract year shall correspond to one year of experience;
- when one or more work experiences that are deemed relevant have been carried out on a part-time basis over a contract year, the teacher shall be recognized to have acquired a year of experience once the accumulated experience totals a half year (0.5). However, another year of experience can only begin accumulating once the addition of part-time experience for that contract year has reached 0.75.
- If experience and level of schooling place the salary in one of the top four ranks, the teacher shall benefit from accelerated promotion (6-1.01):
 - ✓ for annual full-time teaching contracts, the reclassification shall be done halfway through the year;
 - ✓ for part-time contracts, the reclassification shall be done once the accumulated experience totals a half year (0.5); however, like above, experience cannot be accumulated toward a new year until the threshold of 0.75 has been met.

A detailed guide on the calculation of experience is available through your local union executive or on the FNEEQ Website (www.fneeq.qc.ca).

The reclassification of a teacher following the completion of additional years of schooling can be done twice a year (on September 1 and at the beginning of the 12th pay of a contract year), provided all relevant documents are submitted to the college by no later than March 31 or October 31, as the case may be **(6-1.05)**.

Chapter 4 Hiring priorities

4.1 End of contract and employment

The employment of a non-tenured full-time, part-time or hourly-paid teacher ends automatically, without any prior measures or notice, on that date at which his or her contract expires **(5-1.02)**.

However, the collective agreement includes certain provisions to ensure a non-tenured teacher can exercise his or her hiring priority and stipulates the timeframe during which this priority can be exercised. Hiring priorities vary according to whether they involve a post, a full-time workload in regular teaching, a summer course or a workload in Continuing Education **(5-4.17)**.

4.2 Order of hiring priorities (5-4.17)

A teacher's rank in the hiring priority order depends on his or her status (including the discipline and college), teaching workload, seniority as indicated on the official seniority list published annually on October 15, and the nature of the teaching work to be assigned (post or full-time load). In the case where a teacher's name does not appear on the official seniority list, it is the earliest official hiring date that is used or, where that is equal, the earliest recommendation date by the selection committee or, where that is equal, the order determined by the selection committee.

During a period of disability, a teacher may exercise his or her hiring priority. The post or full-time workload obtained as a result of this hiring priority will thus be reserved until the teacher is able to return to work, and the seniority that would have been obtained in connection with this workload will be recognized up to 104 consecutive weeks.

However, this seniority is not credited for the purpose of acquiring tenure **(5-4.16 c)**.

Hiring priorities for a post (5-4.17 a)

Priorities that appear in **bold typeface** are those that apply to non-tenured teachers. Unless otherwise indicated, the seniority used by a college to determine

priority will be that as recorded on the official seniority list published annually on October 15 **(5-3.00)**.

1. a teacher on availability at a college or with a right to return;
2. a teacher who exercises a right to return or a teacher on availability (MED) from another discipline in the college

or

a teacher in another discipline in the college where there is a teacher on availability (MED);

3. a teacher on availability (MED) in the college being retrained for a reserved post;
4. a teacher on availability (MED) in the same zone who requests voluntary relocation in his or her discipline;
5. a teacher on availability (MED) in another zone who requests voluntary relocation in his or her discipline;
6. a teacher on availability (MED) in the same zone, in the same discipline, who is required to move

or

a teacher on availability (MED) in another zone in the main discipline of a closed program, in his or her discipline

or

a teacher in the same discipline on availability (MED) in the same sector who is required to move

or

a non-tenured teacher in the college with at least nine (9) years of seniority (as of the last day of the preceding contract year) for the three (3) years following the expiration of his or her last contract;

7. **a non-tenured teacher in the college with less than nine (9) years of seniority (as of the last day of the preceding contract year) for the three (3) years following the expiration of his or her last contract, in the discipline;**

8. **a full-time non-tenured teacher in the college for a post in another discipline;**
9. **a full-time non-tenured teacher from another college whose name is on the list of the Placement Office, for a post in the discipline of his or her full-time contract;**
10. a teacher on availability (MED) from a college in the same zone who asks for voluntary relocation to another discipline;
11. a teacher on availability (MED) is another college in the same zone who is in retraining for a reserved post in another college and requests voluntary relocation;
12. a teacher on availability (MED) from another zone who requests voluntary relocation to another discipline;
13. a teacher on availability (MED) in another zone who is in retraining for a reserved post in another college and requests voluntary relocation;
14. **a full-time non-tenured teacher from another college whose name is on the list of the Placement Office, in another discipline;**
15. a tenured teacher on leave for public service;
16. a professional employee on availability or support staff employee on availability in the college;
17. a tenured teacher from another discipline;
18. an administrator who has already been a tenured teacher at the college, for the three (3) years following his or her appointment as administrator;
19. an employee from another personnel category on provisional assignment;
20. a secondary school teacher on availability;
21. a non-tenured teacher on leave for public service at the end of his or her mandate

Priorities for a workload in regular teaching (5-4.17 b)

Priorities that appear in **bold typeface** are those that apply to non-tenured teachers. Unless otherwise indicated, the seniority used by a college to determine priority will be that as recorded on the official seniority list published annually on October 15 **(5-3.00)**.

1. a teacher on availability (MED) in the college;

2. a teacher on availability (MED) in the same zone for an annual substitute workload;

or

a non-tenured teacher with at least ten (10) years of seniority (as of the last day of the preceding contract year) for the three (3) years that follow the expiration of his or her last contract, in his or her discipline;

3. a teacher on availability (MED) in another discipline;

or

a non-tenured teacher with at least three (3) years of seniority (as of the last day of the preceding contract year) for the three (3) years that follow the expiration of his or her last contract, in his or her discipline;

4. a tenured teacher in the college from a discipline where there is a teacher on availability (MED);
5. **a full-time non-tenured teacher for the three (3) years that immediately follow the one where he or she was full-time;**
6. **a part-time non-tenured teacher with less than three (3) years of seniority (as of the last day of the preceding contract year) for the three (3) years that follow the expiration of his or her last contract;**
7. an employee from another category on provisional assignment;
8. **a full-time non-tenured teacher from another discipline for the year following the expiration of his or her contract.**

Priorities for a workload in Continuing Education (5-4.17 d)

Priorities that appear in **bold typeface** are those that apply to non-tenured teachers. Unless otherwise indicated, the seniority used by a college to determine priority will be that as recorded on the official seniority list published annually on October 15 **(5-3.00)**.

1. a teacher on availability (MED) from the college;
2. **a non-tenured teacher in the discipline for the three (3) years that follow the expiration of his or her last contract.**

Priorities for summer courses (5-4.17 e)

Priorities that appear in **bold typeface** are those that apply to non-tenured teachers. Unless otherwise indicated, the seniority used by a college to determine priority will be that as recorded on the official seniority list published annually on October 15 (**5-3.00**).

1. a teacher on availability (MED) from the college;
2. **a non-tenured teacher with a priority for regular teaching, in his or her discipline.**

Notes

When more than one applicant has the same job priority, precedence goes to the one with the most seniority as recorded on the official seniority list published annually on October 15. If seniority is equal, precedence goes to the one with the most experience (teaching, professional or other); where experience is equal, to the one with the most schooling. In the case where several applicants do not have seniority or are not on the official seniority list published annually on October 15, precedence goes to the one with the earliest official hiring date, then to the one with the earliest recommendation date by the selection committee, then as per the order determined by the selection committee.

In a given year, a teacher employed by the college may exercise his or her hiring priority up until a full-time annual teaching equivalence is reached (**5-4.16**). However, a maximum per semester is applicable.

Finally, note that a full-time non-tenured teacher receives from the Placement Office the list of posts and full-time annual workloads, which is also available on the *Ministère de l'Enseignement supérieur, Recherche, Science et Technologie* Website¹. Moreover, in order to benefit from hiring priorities 9 and 14 for a post, a teacher must fill out the required form available from the Human Resources department at his or her college (Appendix II-4) in order to apply (**5-4.08**).

4.3 Refusal to grant job priority

A job priority is a right that is derived from having completed a teaching workload in a college. However, a college can refuse to grant the job priority of a non-

tenured teacher. In order to do so, the college must inform the teacher, in writing, by June 1 of its reasons for refusing to grant the job priority (**5-1.07**).

The removal of a non-tenured teacher's job priority can be subject to grievance if one of the following situations applies:

1. the teacher held a full-time teaching load;
2. the teacher held a teaching load equivalent to at least 0.50 FTE per year for two (2) consecutive contract years;
3. the teacher has accumulated one and a half (1.5) years of seniority.

It is the responsibility of the college to prove that its refusal to grant job priority is well-founded (**5-1.08**).

In all other situations, the refusal to grant job priority shall not be subject to grievance.

In all cases, it is recommended that the teacher find out the real reasons and facts surrounding the refusal to grant job priority. Even in cases where no grievance can be filed, the union may be able to undertake steps to find a satisfactory resolution.

A non-tenured teacher with two (2) years of continuous service (which is different from seniority) in a college may also lodge a complaint with the *Commission des normes du travail* (CNT) for wrongful dismissal under Article 124 of the Quebec Labour Code. Such a complaint must be filed within the forty-five (45) calendar days following the dismissal. Depending on the circumstances, the Commission may treat a refusal to grant job priority as a dismissal.

4.4 Calculation of seniority

On October 15 of each year, the college shall send an official seniority list to each teacher. This list, organized by discipline, shall be used to determine job priority for one year. For every discipline, the name of each teacher appears by order of seniority, or if seniority is equal, by experience, or if experience is equal, by level of schooling. If teachers do not have seniority, the order is established by earliest official hiring date, then by earliest recommendation date by the selection

¹ <http://www.mesrst.gouv.qc.ca/>

committee, then as per the order determined by the selection committee **(5-3.04)**.

Seniority is calculated on a yearly basis **(5-3.03)** as follows:

- for a full-time teacher, one (1) contract year is worth one (1) year of seniority;
- for a part-time teacher, in proportion to his or her teaching load as a full-time equivalent;
- for an hourly-paid teacher, except for short-term substitute periods, 450 teaching periods are worth one (1) year of seniority.

All teachers should check the seniority list and request any corrections as are necessary. Such requests may be made within the twenty (20) working days following October 15, the official posting date of the list **(5-3.04)**.

4.5 Tenure

Acquiring tenure is only possible by occupying a full-time post.

Tenure is acquired with the signature of a contract for a post, as per one of the following circumstances:

- at the signing of a third teaching contract in a post assigned in the course of either one of the

two (2) contract years following assignment to an available post during two (2) consecutive years **(5-2.02)**.

(Post + post) + post = tenure

(Post + post) + no post + post = tenure

- at the signing of a teaching contract in a post assigned in the course of either one of the two (2) contract years following assignment of a full-time load over three (3) consecutive years, at least two (2) of them in regular teaching **(5-2.06)**.

(FTL² + FTL + FTL) + post = tenure

(FTL + FTL + FTL) + no post + post = tenure

- at the signing of a second consecutive teaching contract in a post if, at the start of the first of these two (2) consecutive contracts, the teacher had at least three (3) years of seniority **(5-2.07)**.

At least 3 years seniority + (post + post) = tenure

- at the signing of a contract in a post, if the teacher already has at least five (5) years of seniority **(5-2.08)**.

At least 5 years seniority + post = tenure

In the case of a teacher on a disability leave, while seniority is recognized up to 104 consecutive weeks, this seniority is not fully credited for the purpose of acquiring tenure **(5-4.16 c)**.

² Full-time load

Chapter5 Teaching load and allocation

5.1 Teaching load (8-4.01)

TYPE 1

The teaching load for each teacher includes all activities inherent to teaching, including:

- preparation of course outlines;
- preparation of classes, labs and field work (internships);
- teaching of classes, labs and field work;
- adaptation;
- support and supervision of students;
- preparation, invigilation and correction of examinations;
- revision of corrections at a student's request;
- participation in pedagogical days organized by the college;
- participation in departmental meetings and activities required for the performance of departmental functions.

TYPE 2

For some teachers, the workload may also include certain duties related to group responsibilities:

- departmental coordination;
- program committee coordination;
- special support and supervision activities;
- participation in program activities;
- participation in program development, implementation and evaluation.

TYPE 3

The load may also include, if the teacher agrees:

- professional development activities;
- retraining;
- subject-related fieldwork or activities in the workplace;
- pedagogical research and innovation;
- activities in technology transfer centres;
- participation in institutional development.

In addition, a teacher must compile the marks for each test, examination or project assigned to students and hand in a final mark for each course no later than five (5) working days after the end of each semester, as set out in the school calendar **(8-4.02)**.

5.2 Availability

All teachers must be available to the college during a certain number of hours which vary according to a teacher's employment status. Availability, including teaching periods, for each status is as follows:

- a full-time teacher must be available for a period of thirty-two and one-half (32.5) hours per week. This availability is normally set at six and one-half (6.5) hours per day **(8-3.01)**;
- a part-time teacher must be available for a time period equivalent to his or her teaching load, in proportion to that of a full-time teacher **(8-3.01)**;
- an hourly-paid teacher is not required to be available to the college beyond his or her teaching hours or supervision of examinations and class work **(1-2.11)**.

The collective agreement requires that each teacher have one and one-half (1.5) hours for meals **(8-3.05)**. As well, at least fourteen (14) hours must have elapsed between the end of a teacher's availability on one day and the beginning of the next availability period **(8-3.04)**.

5.3 Calculation of individual workload

Individual workload (CI) is a very important concept in our collective agreement. Its importance arises from the fact that the CI is used in many cases to determine salary, seniority, experience and recognition of full-time employment status. Depending on their CI, non-tenured teachers may enjoy certain rights, in proportion to those granted to full-time teachers.

The CI expresses the amount of work (in units) carried out during a given period. Over one year, one (1) full-time equivalent (FTE) equals an individual workload (CI) of 80 units. Thus, a full-time equivalent (FTE) workload for one semester calculated in relation to an average annual CI of 80 units is 40 units.

The CI is calculated by adding its different components (Appendix I-1) based on the duties of each teacher. The main components of the CI are:

- course and lab teaching;
- course and lab preparation;
- number of students;
- fieldwork supervision;
- travelling time;
- release time granted or leave of absence;
- assignment of type 2 and type 3 duties.

The formulas used to calculate the CI are described in Appendix I-1. They may appear complicated at first, but are in fact relatively simple to use.

Departments and local unions can perform these calculations and verifications for you upon request.

To have a full-time workload in one semester, a teacher's CI must be greater than or equal to 40 units. However, the CI cannot exceed 55 units for one semester or 88 units for the year (**8-6.01 b**). A college cannot assign a teacher an annual workload of more than 88 units without his or her consent. In such a case,

the teacher must be paid extra for the exceeding portion (**8-6.01 d** and **5-4.16**). Similarly, a non-tenured teacher who exceeds 44 units of CI during a given semester shall also be paid accordingly (**5-1.03 a**).

The individual workload of a part-time teacher cannot be less than the FTE set out for him or her at the beginning of the semester, unless a decrease in that course's student enrolment results in a decrease in the number of teaching hours (**6-1.02**).

It is important to note that the CI is calculated on the basis of student enrolment as at September 20 for the fall semester and as at February 15 for the winter semester (Appendix I-1, **1.0 g**).

Unless there is a mutual agreement, a substitute teacher shall be paid on a part-time basis, as of the 11th day of substitute duties or before, depending on the policy of the college, as long as he or she provides the availability proportionate to the replacement workload. In other cases, the teacher shall be paid by the hour (**5-1.13**).

Chapter 6 Departments

6.1 Departmental Life

All teachers in regular teaching are members of a department **(4-1.03)**. A non-tenured teacher in regular teaching is therefore a full member of his or her department and can be called upon to sit on the selection committee or any other committee the department deems appropriate **(4-1.05)**. He or she can also serve as department coordinator and be released accordingly **(4-1.06)**. However, this release cannot have the effect of increasing the total allocation given to a department or discipline **(4-1.08)**.

6.2 Teaching evaluation and professional assistance

FNEEQ and the Federation of CEGEPS have agreed to encourage local parties (the union and college) to work together to establish, develop and implement formative evaluation practices in the aim of facilitating the accomplishment of duties related to teaching and the integration into and participation in departmental and college life college and of promoting the professional development of teachers (Appendix **VIII-3**).

Note that departments must assure professional assistance to new teachers **(4-1.05)**.

Chapter 7 Salary and benefits

7.1 Salary

The salary of a full-time or part-time teacher is determined by the number of years of experience, including the year in progress, and accelerated promotion within the top four ranks in any public CEGEP, where applicable. Salary is also determined by the teacher's number of years of schooling **(6-1.01)**. Table A in Appendix **VI-1** sets out the annual salary according to experience and level of schooling.

A part-time teacher's salary is paid in proportion to his or her full-time equivalence.

For hourly-paid teachers, payment is based on an hourly rate established solely on the basis of the teacher's level of schooling **(6-1.03)** and paid for each teaching period (Appendix **VI-1**, Table B).

7.2 Vacation

Teachers, with the exception of those who are hourly paid, are entitled to paid vacation time. A full-time teacher is entitled to two (2) months of vacation after he or she has been available for ten (10) months. A part-time teacher's vacation period is determined in proportion to his or her full-time equivalence. In either case, a teacher who does not provide the availability stipulated in his or her contract shall only be entitled to a portion of the vacation time proportionate to the availability provided **(8-2.01)**.

It should be noted that if a full-time or part-time teacher leaves the employment of the college before the end of his or her contract, he or she will receive 1/5th of the total salary earned between the start of his or her last contract and the effective date of his or her departure **(8-3.04)**.

In general, the paid vacation period for regular teachers shall fall between June 15 and September 1 **(8-2.05)**.

7.3 Statutory holidays and personal leave

During each semester, a teacher is entitled to the holidays scheduled for the students in the school calendar **(5-8.01)**.

A teacher, upon notifying the college, is also entitled to leave with pay for the following reasons **(5-9.01)**:

- the death of a parent;
- his or her marriage;
- the marriage of a parent;
- moving;
- quarantine;
- other serious emergencies.

These provisions do not apply to hourly-paid teachers.

7.4 Leaves of absence

Family leave

A teacher is entitled to up ten (10) days of leave per year to fulfil family obligations relating to childcare, the health and education of his or her child or the child of his or her spouse, or the health of his or her spouse, father, mother, sibling or grandparent. These absences shall be deducted from the annual bank of sick days up to a maximum number of six (6) days or shall be without pay. This leave may be split over half days **(5-9.06 A)**.

A teacher may also take unpaid leave in the following cases:

- his or her presence is required by a family member due to a serious illness or accident;
- his or her child has a potentially life-threatening illness or has suffered serious harm as the direct result of a crime;
- his or her minor child is missing;
- his or her child or spouse commits suicide;
- his or her child or spouse dies as a direct result of a crime.

In some cases, this leave may extend up to 104 weeks **(5-9.06 B)**.

Leave without pay

A non-tenured teacher with at least three (3) years of seniority or who has had a full-time workload for two (2) years may request an unpaid leave for one year **(5-15.03)**.

Half-time leave

A non-tenured teacher with at least three (3) years of seniority or who has had a full-time workload for two (2) years may request an unpaid half-time leave **(5-16.04)**.

Professional leave

A non-tenured teacher may request a leave to participate in conferences or conventions of cultural, professional or scientific associations if he or she is invited to give courses or lectures on educational subjects, or to participate in work of an educational nature **(5-17.01)**.

A teacher may also obtain a leave without pay for a maximum of two (2) years to participate in any cooperation program recognized by the Government of Quebec or by the Government of Canada **(5-17.04)**.

As well, a teacher may obtain leave without pay for a maximum of two (2) years to exercise and academic function outside Quebec under the terms of a foreign aid program, an exchange program or an extra-territorial teaching program **(5-17.05)**.

Leave without pay for professional development

Any regular teacher may take leave without pay for professional development **(7-3.02)** for at least one (1) semester and at most two (2) years, or the equivalent **(7-3.03)**.

Leave to obtain a master's degree

All teachers are eligible for a leave with pay of at least one (1) semester but no more than four (4) semesters to obtain a master's degree **(7-6.00)**.

Voluntary Working Time Reduction Program

Any full-time teacher with at least three (3) years of seniority is eligible for a work reduction leave **(5-14.00)**.

7.5 Group insurance

I. The collective agreement

Life insurance

Full-time teachers and part-time teachers whose FTE is equal to or greater than 70% are entitled, without any contribution on his or her part, to a death benefit equal to \$6,400. This amount is reduced to \$3,200 for part-time teachers whose FTE is less than 70% **(5-5.11)**.

Sick leave

All full-time teachers are entitled to seven (7) days of sick leave per year. These days are non-cumulative and without cash surrender value and are credited on September 1 of each year. However, during a teacher's first year of service, the college adds a credit of six (6) sick days without cash surrender value **(5-5.28)**.

For part-time teachers, the number of days is reduced in proportion to his or her full-time equivalence **(5-5.30)**.

Salary insurance

Full-time and part-time teachers have the right during any period of disability to the salary insurance plan set out in the collective agreement for up to a maximum of 104 weeks **(5-5.17)**.

Depending on the length of the disability, salary insurance shall be calculated as follows:

- payment of a benefit equal to the salary the teacher would have received had he or she been at work, up to the lesser of the number of accumulated days of sick leave or five (5) working days;
- payment of a benefit equal to 85% of his or her salary, from the end of the above-mentioned period of five (5) days up to 52 weeks from the beginning of the period of disability;

- payment of a benefit equal to 66 2/3% of his or her salary from the expiry of the above-mentioned 52 weeks for an additional period of 52 weeks.

For a part-time teacher, salary insurance is calculated in proportion to his or her full-time equivalence **(5-5.18)**. These benefits are taxable.

At the time of this guide's publication, there is an unresolved dispute between several college administrations and the unions as to whether a non-tenured teacher receiving salary insurance benefits may continue to receive these beyond the expiry of his or her contract. As things currently stand, the jurisprudence seems to favour the union position. Any non-tenured teacher in this situation should consult his or her union executive.

II. Group insurance plan

In addition to the collective agreement, teachers are covered by a group insurance plan negotiated by the FNEEQ with La Capitale to which the employer contributes nothing.

Eligibility

Full-time and part-time teachers with a load of a minimum 33% workload per session are eligible for the group insurance plan. Please note that hourly-paid teachers are not eligible for coverage.

Health insurance

Participation in the basic health insurance plan is compulsory, unless a teacher provides evidence that he or she is covered under another group insurance plan with similar benefits **(5-5.15)**. This plan covers, among other things, medication, professional services, specialized aids, travel insurance and travel cancellation insurance.

In addition, supplementary life insurance and long-term disability insurance are optional.

Long-term disability insurance

After 104 weeks, long-term disability salary insurance benefits are paid to those teachers who have opted for this coverage. The contract allows enrolment without proof of "insurability". These benefits are equal to 80% of the teacher's net salary and are not taxable. Additional information is available from your union.

7.6 Parental rights

The collective agreement includes provisions for maternity, paternity, adoption and other parental leaves. For more detailed information on your parental rights, contact your local union for a copy of the Guide to Parental Rights put out by the FNEEQ (CSN). This guide is also available on the FNEEQ Website, at

<http://www.fneeq.qc.ca>

7.7 Pension plan

All teachers, including hourly-paid teachers, contribute to the Quebec public sector pension plan (RREGOP).

If you leave the employment of your college before accumulating two (2) years of credited service and no longer work in the Quebec government system, you may request reimbursement of your contributions plus 100% of the interest accumulated during the period worked. If you are considering this, it is strongly advised that you consult with your local union, which can provide you with additional information to help you to make the right decision.

7.8 Employment insurance

For the purposes of employment insurance only, all full-time teachers are considered to have worked 37 hours per week.

Part-time teachers are considered to have worked the number of hours obtained by the proportional application of their full-time equivalence to 37 hours.

Hourly-paid teachers are considered to have worked 3.6 hours for each paid teaching hour (Appendix **V-3**).

Chapter 8 Grievance

Chapter 9-0.00 of the collective agreement lays out a grievance and arbitration procedure for settling disputes arising from the application of the collective agreement.

If a teacher believes that his or her rights have been violated, the union is the first intervening partner from whom he or she should seek counsel.

A grievance must be filed with the college within thirty (30) working days following discovery of the situation giving rise to the grievance. In cases of sexual harassment, the deadline is six (6) months; in cases of psychological harassment, it is ninety (90) days following the last incidence of the behaviour in question **(9-1.03)**.

The period of thirty (30) working days does not begin until the start of the second month of the teaching year or the hiring of a new teacher. Once officially informed of the grievance, the college must respond in writing within ten (10) working days. If the college's response is not deemed satisfactory or exceeds the deadline of ten (10) working days, the grievance can be submitted to arbitration. The grievance will then be placed on the arbitration roll and heard by an arbitrator.

Appendix 1 Job security for non-tenured teachers

- Before June 1, the college shall send the names of full-time non-tenured teachers to the Placement Office. This list is then forwarded to the union **(5-4.09 a)**.
- In the case of a refusal to grant job priority, the college shall send written notification to the non-tenured teacher before June 1 specifying the reasons for its decision **(5-1.07)**.
- A grievance may be filed if a non-tenured teacher's hiring priority is refused if:
 - he or she had a full-time teaching load;
 - he or she had a workload equal to at least 0.50 FTE per year for two (2) consecutive contract years;
 - he or she has accumulated one and a half (1.5) years of seniority.

The college must establish that its refusal to grant job priority is well-founded **(5-1.08)**.

In any other case, withdrawal of a hiring priority is not subject to grievance.

- Each full-time non-tenured teacher:
 - shall receive, upon request, the three (3) lists of posts and full-time annual substitute teaching loads **(5-4.08 b)** (these lists are also available at the following Internet address: <http://www.mesrst.gouv.qc.ca/>)
 - shall receive from his or her college the necessary application form to exercise his or her priority in another college and must apply in writing within seven (7) days of receiving a list **(5-4.08 c)**.
- When any assignable teaching load exists in the college, the college must post notices to that effect and any teacher may apply in writing for the job within then ten (10) days following the posting **(5-1.10)**.
- If a teaching load becomes vacant during the vacation period, the non-tenured teachers in the discipline (as well as those in other disciplines if they have so requested) shall be informed in a notice mailed to their home address. They may apply for the job within the ten (10) days following the postmarked date **(5-1.11)**.
- Job priorities for non-tenured teachers are generally valid for the three (3) contract years following the end of his or her contract **(5-4.17)**.

Useful reminders

- A teacher hired before October 1 (September 1 for CQFA) for a full-time workload in regular teaching shall have a full-time contract (except for salary purposes) **(1-2.15)**.
- No post may be awarded on or after October 1 **(1-2.26)**.
- A substitute teacher is a full-time teacher, a part of whose annual teaching load consists of substitute duties **(1-2.14)**.
- The list of colleges in each zone can be found in Appendix II-1 of the collective agreement.
- The list of colleges in each sector can be found in Appendix II-2 of the collective agreement.
- Hiring priorities can be found:
 - a) for posts, in Clause **5-4.17 a)** of the collective agreement;
 - b) for full-time teaching loads, in Clause **5-4.17 b)** of the collective agreement;
 - c) for full-time teaching loads in Continuing Education, in Clause **5-4.17 d)** of the collective agreement; and for summer courses, in Clause **5-4.17 e)** of the collective agreement.

Appendix 2 Job security and workload

Important dates

By no later than March 1

The college shall send the details of each teacher's workload for the winter semester to the local union **(8-6.07)**.

The college shall send the details of each teacher's workload in Continuing Education to the local union **(8-7.09)**.

By no later than March 31

The Ministry shall send each college the financial procedures used to allocate the number of teachers, by college, for the following academic year **(8-5.01)**.

The college shall send the names of non-tenured teachers to the Placement Office **(5-4.09 a)**.

By no later than April 1

A tenured teacher may resign, effective the following academic year, by giving written notice, without the consent of the college **(5-1.06)**.

By no later than April 15

A teacher can request a full-time unpaid leave of absence **(5-15.05)**.

A teacher can request a half-time unpaid leave of absence **(5-16.04)**.

A teacher must advise the college of the date of his or her return after a half-time leave of absence **(5-16.06)**.

By no later than April 30

A teacher placed on availability (MED) who wants to exercise his or her right to return must do inform the Placement Office **(5-4.07 A)**.

By no later than May 1

The college shall submit to the union its staffing proposal for the apportionment of teaching personnel to be allocated to each discipline (allocation plan) **(8-5.08 a)**.

The college shall provide the union with a statement on the use of teaching personnel for the academic year in progress (fall and winter semesters) **(8-5.10)**.

By no later than three (3) weeks following submission of the allocation project (beginning of May)

Agreement in the Labour Relations Committee (LRC) on the allocation of teaching resources or disagreement (in which case the college proceeds) **(8-5.08 a and 8-5.14)**.

By no later than May 15

The college shall send its recommendations for retraining projects to the Parity Committee on Placement **(5-4.21 D)**.

The college shall send its recommendations for retraining projects linked to the revision of a technical program to the Parity Committee on Placement **(5-4.22 D)**.

The teacher shall submit his or her training plan to obtain a master's degree, along with a notice from the college, to the Parity Committee on Placement **(7-6.02)**.

By no later than May 31

The college shall send the list of teachers placed on availability (MED) to the Placement Office **(5-4.09 b)**.

The college shall send the list of posts (up to September 30) to the Placement Office **(5-4.09 c)**.

The college shall send the list of annual full-time substitute workloads to the Placement Office (up to August 5) **(5-4.09 d)**.

By no later than June 1

The college shall send notices of refusal to grant hiring priority **(5-1.07)**.

The college shall send notices of placement on availability (MED) **(5-4.06 A)**.

By no later than June 10

The Placement Office shall send the list of teachers on availability (MED), full-time non-tenured teachers and those who wish to exercise their right to return, as well as the list of posts and full-time annual substitute workloads **(5-4.07 B and 5-4.11 b)**.

As of June 15

The college shall begin to fill available posts and annual full-time substitute teaching loads; before June 27, this can only be done if there are no teachers on availability (MED) according to the Placement Office **(5-4.10)**.

The college may reserve a post for a teacher's retraining **(5-4.21 E)**.

By no later than June 15

The college shall send the union the list of hiring priorities in regular teaching and in Continuing Education for the fall semester **(4-2.09)**.

The Parity Committee must reply to the college regarding the acceptance of retraining projects **(5-4.21 D and 5-4.23 D)**.

By no later than June 17

Full-time non-tenured teachers shall submit their applications to the colleges concerned **(5-4.08 d)**.

By no later than June 20

Teachers on availability (MED) must indicate their preferences **(5-4.07 D)**.

By no later than 45 days before the start of the semester (beginning of July)

The college shall inform the teacher in writing of the course(s) he or she will be giving **(8-6.04)**.

August 5

Deadline for submitting annual full-time substitute teaching loads to the Placement Bureau **(5-4.09 d)**.

At least five (5) working days before the beginning of the semester

The college shall make each teacher's schedule available in electronic format **(8-6.05)**.

At least five (5) working days after the beginning of the semester

A teacher may exercise the right of return to his or her college of origin, within the year of relocation **(5-4.07 A)**.

August 10

The Placement Office (www.mels.gouv.qc.ca/enssup/ens-coll/administration.asp) shall send the second list of posts and full-time annual workloads **(5-4.07 C)**.

By no later than seven (7) days after receiving the August 10 list

Teachers on availability (MED) must indicate their preferences **(5-4.07 D)**.

Full-time non-tenured teachers shall submit their applications to the colleges concerned **(5-4.08 d)**.

September 20

Reference date for fall semester course enrolment and the calculation of individual workloads (CI) **(8-6.07 and Appendix I-1)**.

Last week of September

The Labour Relations Committee (LRC) shall meet to evaluate the impact of student enrolment fluctuations **(8-5.08)**.

The seniority list shall be posted **(5-3.04)**.

September 30

Last day to create a post **(1-2.26)**.

Last day to send posts to the Placement Office **(5-4.09 c)**.

By no later than October 7

The third and final list of posts shall be sent by the Placement Office **(5-4.09 c)**.

www.mels.gouv.qc.ca/ens-sup/ens-coll/administration.asp

By no later than seven (7) days after receiving the list

Teachers on availability (MED) must indicate their preferences **(5-4.07 D)**.

Full-time non-tenured teachers shall submit their applications to the colleges concerned **(5-4.08 d)**.

October 15

The college posts the official seniority list, which reflects accumulated seniority up to the end of the preceding contract year. Any objections may be filed within twenty (20) working days **(5-3.04)**.

By no later than October 30

The college must cancel placement on availability for those in a post or a full-time workload **(5-4.06 B and C)**.

By no later than October 31

The college shall send the union a detailed list of individual workloads for the fall semester **(8-6.07)**.

The college shall send the union a detailed list of individual workloads of teachers in Continuing Education **(8-7.09)**.

Mid-November

The period for contesting the official seniority list expires **(5-3-04)**.

By no later than November 15

The Placement Office shall send the results of all relocation operations to the teachers placed on availability (MED) **(5-4.11 b)**.

In November

The college shall submit to the union a statement on the use of teaching personnel for the fall semester **(8-5.10)** as well as on the use of its teaching personnel for the preceding year **(8-5.11)**.

By no later than December 10

The college shall cancel the placement on availability and relocation of a teacher relocated to another college if, in the college of origin, he or she had a full-time load in the fall and has been given a post, full-time workload or equivalent salary **(5-4.07 F)**.

By no later than December 15

The college shall send the union the list of hiring priorities in regular teaching and Continuing Education for the winter semester **(4-2.09)**.

February 15

Reference date for winter semester course enrolment and the calculation of individual workloads (CI) **(8-6.07 and Appendix I-1)**.

Annexe 3 Tableau des cheminements possibles pour l'obtention de la permanence

	1 an	2 ans	3 ans	4 ans	5 ans
CLAUSE 5-2.02 a)	deux contrats consécutifs sur poste		PERMANENCE Dès la signature d'un contrat sur poste		
CLAUSE 5-2.02 a)	deux contrats consécutifs sur poste		PAS DE POSTE	PERMANENCE Dès la signature d'un contrat sur poste	
CLAUSE 5-2.06	trois contrats consécutifs à temps complet (dont deux à l'enseignement régulier)			PERMANENCE Dès la signature d'un contrat sur poste	
CLAUSE 5-2.06	trois contrats consécutifs à temps complet (dont deux à l'enseignement régulier)			PAS DE POSTE	PERMANENCE Dès la signature d'un contrat sur poste

AUTRES		
CLAUSE 5-2.07	trois années d'ancienneté cumulées	PERMANENCE Dès la signature d'un deuxième contrat consécutif sur poste
CLAUSE 5-2.08	cinq années d'ancienneté cumulées	PERMANENCE Dès la signature d'un contrat sur poste

CLAUSE 5-2.02 c) : Un congé de maternité ainsi qu'une prolongation du congé de maternité dans les cas où la naissance a lieu après la date prévue ou encore si l'état de santé de l'enfant ou de l'enseignante l'exige (5-6.09) ne peuvent retarder l'acquisition de la permanence.



NON-TENURED TEACHERS GUIDE

This guide is intended for CEGEP teachers whose union is affiliated with the FNEEQ (CSN)

Fédération nationale des enseignantes et des enseignants du Québec (CSN)

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