AGREEMENT REACHED BETWEEN

ON THE ONE HAND:

LA FÉDÉRATION NATIONALE DES ENSEIGNANTES ET DES ENSEIGNANTS DU QUÉBEC (FNEEQ (CSN))

AND

ON THE OTHER HAND:

LE COMITÉ PATRONAL DE NÉGOCIATION DES COLLÈGES (CPNC)

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

PROVINCIAL AND LOCAL STIPULATIONS

Produced by the Comité patronal
de négociation des collèges (CPNC)
Second quarter, 2024

P R E A M B L E

The Fédération des cégeps and the Fédération nationale des enseignantes et enseignants (FNEEQ (CSN)) have agreed on the production of a single document containing all provincial and local provisions, namely:

a) the provincial stipulations;

b) under the agreement in principle reached between the CPNC and the FNEEQ (CSN) the provisions other than those mentioned in paragraph a) shall be preceded by the following preamble:

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

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CHAPTER 1 - INTERPRETATION AND DEFINITIONS

Article 1-1.00 - Interpretation

1-1.01
The collective agreement consists of all clauses agreed upon by the provincial parties, all clauses dealing with salaries and salary scales, all clauses agreed upon by the parties and all clauses subject to the application of section 59 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2).

Article 1-2.00 - Definitions

The following expressions mean:

1-2.01 Seniority for the purposes of applying job security
The amount of time accumulated in years and fractions of years as a professor employed by the College or an institution replaced by the College.

1-2.02 Contract year
The twelve (12) month period stipulated in the individual work contract during which the professor is employed by the College.

1-2.03 Teaching year
The ten (10) month period of availability, as defined by this agreement, within a contract year.

1-2.04 Assignable teaching load
Any teaching load created or left vacant due to a professor's departure, leave of absence or release.

1-2.05 College
The following CEGEP, _____, instituted under the General and Vocational Colleges Act and having its head office at _____.

1-2.06 Spouse
Person to which one or the other of the following conditions apply:

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

1-2.07 Subject
Field of knowledge for which the subject is defined in the list appearing in Appendix I - 3.

1-2.08 Provision
Article, clause in whole or in part, included in the collective agreement.

1-2.09 Dependent child
A child of a professor, his/her spouse or both, including a child for whom adoption procedures have been undertaken, who is unmarried and living or domiciled in Canada, who depends on the professor for his/her support and who is under eighteen (18) years of age; or is twenty-five (25) years of age or younger and a duly registered full-time student attending a recognized educational institution; or whatever his/her age, became totally disabled prior to his/her eighteenth (18^{th}) birthday, or twenty-fifth (25^{th}) birthday in the case

of a child who was attending a recognized educational institution and has remained continuously disabled since that time.

1-2.10 Professor
Any person employed by the College to dispense teaching.

1-2.11 Hourly paid professor
A professor hired with this specific title by the College who in addition to his/her required activities for preparing and teaching classes, corrects, provides student support and supervises examinations and classwork in the discipline being taught.

1-2.12 Continuing education professor
Subject to clause 8-7.07, an hourly paid professor hired by the College to teach courses published in the College Education Syllabus, courses leading to a Diploma of College Studies (DCS) or to an Attestation of College Studies (ACS), courses included in teaching modules approved by the Minister, or upgrading activities bearing a number of credits determined by the Minister to students enrolled in continuing education.

1-2.13 Regular professor
A professor employed by the College to teach in the regular program.

1-2.14 Substitute professor
A full-time professor, part of whose annual teaching load constitutes replacement duties for one or more professors on leave with or without pay.

1-2.15 Full-time professor
A professor hired by the College as a full-time professor under a twelve (12) month contract for full-time teaching duties in regular or continuing education, as defined in the collective agreement. However, a professor hired for a full-time teaching load in the regular program before October 1 shall be under a full-time contract except for salary purposes. Also, a professor covered by clause 5-1.03, paragraph b), c) or d), shall hold a full-time contract.

1-2.16 Part-time professor
Subject to clause 1-2.15:

a) a professor hired as a part-time professor by the College under a contract of less than twelve (12) months, with a regular teaching load equal to that of a full-time professor or a part-time teaching load in continuing education in accordance with the provisions of the collective agreement and who is available for these duties in accordance with clause 8-3.01.

or

b) a professor hired as a part-time professor by the College under a contract of twelve (12) months or less, with a regular teaching load or a part-time teaching load in continuing education in accordance with the collective agreement, which is lighter than

that of a full-time professor and who is available for these duties in accordance with clause 8-3.01.

1-2.17 Relevant experience
Any professional or industrial experience directly related to the subject taught.

1-2.18 Fédération des cégeps
The Fédération des collèges d'enseignement général et professionnel.

1-2.19 Government
The Gouvernement du Québec.

1-2.20 Working days
Monday through Friday, except for statutory holidays set by civil authorities or the College during the contract year.

1-2.21 The parties
The College and the Union.

1-2.22 Ministère
The Ministère de l'Enseignement supérieur.

1-2.23 Minister
The Minister of Higher Education.

1-2.24 Provincial Employer Party
The Comité patronal de négociation des collèges, instituted in accordance with the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors.

1-2.25 Provincial Union Party
The Fédération nationale des enseignantes et des enseignants du Québec (FNEEQ [CSN]).

1-2.26 Available position
A full-time teaching load assigned and spread over two (2) semesters:

a) created following the distribution provided for in article 8-5.00 or, subsequently, following fluctuations in course or program enrolment, as the case may be;

or

b) left permanently vacant by the departure of the incumbent;

or

c) left permanently vacant by a tenured professor as a result of a permanent and total disability.

For any given teaching year, no available position may be created after October 1.

1-2.27 Gross salary for one (1) working day
A professor's gross annual salary divided by two hundred sixty (260).

1-2.28 Salary
Remuneration payable in currency in accordance with the standards, terms and conditions set out in the collective agreement.

1-2.29 Stipulation
Provision negotiated and agreed upon by the provincial parties.

1-2.30 Union
The certified union acting on behalf of the professors employed by the College.

CHAPTER 2 - JURISDICTION

Article 2-1.00 - Scope of Application

2-1.01
This collective agreement shall govern all professors receiving a salary within the meaning of the Labour Code, who are employed by the College and covered by the accreditation certificate issued to the Union.

2-1.02
When one or the other of the parties asks the Tribunal administratif du travail (TAT) to rule on whether an employee is part of the bargaining unit, the former status of the employee shall be maintained until the TAT renders its decision.

2-1.03
A professor who teaches a course other than a course published in the College Education Syllabus, a course leading to a Diploma of College Studies (DCS), a course leading to an Attestation of College Studies (ACS), a course included in a module approved by the Minister, or upgrading activities bearing a number of credits determined by the Minister, shall not be subject to the provisions of this collective agreement.

2-1.04[1]
A professor who gives courses within the framework of Class Afloat/École-en-mer activities shall not be covered by the collective agreement.

2-1.05
A professor who gives courses in a secondary-level teaching program at the École des pêches et de l'aquaculture du Québec (EPAQ) of the Cégep de la Gaspésie et des Îles shall be governed by the collective agreement.

[1] This clause applies only to Collège Marie-Victorin and it is entered in Appendix III-2 – Appendix Pertaining to Collège Marie-Victorin.

Article 2-2.00 - Recognition

2-2.01
The Parties, without limiting their rights as provided for in this collective agreement, recognize the FNEEQ (CSN), the Fédération des cégeps and the Minister for the purposes of dealing with any question relative to the application and interpretation of the provisions of this collective agreement as well as of any question of common interest.

2-2.02
Prior to any consultation of professors, the Minister or the Fédération des cégeps shall inform the FNEEQ (CSN) at a meeting held in accordance with the provisions of clause 2-2.03.

At the meeting, they shall provide the representatives of the FNEEQ (CSN) with one (1) copy of any instrument to be used in the consultation.

2-2.03
For the purposes of clause 2-2.01, the official representatives of the FNEEQ (CSN) may submit a written request for a meeting at the provincial level with representatives of the Fédération des cégeps and the Minister.

The latter shall meet with FNEEQ (CSN) representatives within ten (10) working days of the request, and a written report of the meeting shall be produced within the next ten (10) working days.

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

2-2.04
The representatives of the Ministère and the FNEEQ (CSN) shall meet at the request of one of the parties to discuss projects that the Ministère is proposing to implement, which, by their nature, might modify the working conditions of CEGEP professors, or to discuss other subjects agreed upon by both parties.

The Minister shall make available to the provincial union party, within a reasonable time frame prior to their adoption, any bill or regulation that is likely to modify the working conditions of CEGEP professors.

The representatives of the Ministère and the FNEEQ (CSN) agree that exchanges of information and positions on these questions shall take place within ample time to permit analysis of the projects; these time limits shall be set by the representatives in question.

2-2.05
The provincial parties shall set up a provincial committee made up of representatives of the FNEEQ (CSN), the Ministère and the Fédération des cégeps.

The mandate of this committee shall be:

a) to examine the effects on employment brought about by network modifications;

b) ***Years of schooling and Master's degree:***

– to deal with complaints related to the evaluation of years of schooling and the recognition of Master's degrees for purposes of remuneration, for which it is responsible under article 6-3.00;

c) ***Low enrolment program:***

to discuss the issue of low enrolment programs (small cohorts), specifically for colleges outside major centres, in order to analyze the situation and exchange their respective points of view by:

- analyzing the situation in colleges that have difficulty recruiting for certain programs**;**
- documenting each of the aspects affected by the small cohort issues, including financing, program offering management and new program development;
- measuring the impact of small cohorts on work organization;
- taking stock of assumptions that may lead to durable and permanent solutions;
- regularly reporting on progress to the provincial parties and share any information deemed relevant.

– the work must be completed no later than upon the expiry of the collective agreement.

d) Resources for digital adaptation in distance education:

- to agree, if necessary, on the distribution of the unused balance of the resources from the previous year to other distance education needs, particularly those related to development, in accordance with the last paragraph of Appendix I-19.

Two (2) representatives designated by the FEC (CSQ) may participate in the work related to this mandate if this union federation so wishes.

e) Follow-up of the pilot project in nursing:

- to ensure a follow-up of the pilot project concerning weekend internships in nursing in Appendix I-17 by:

- collecting each year all of the pertinent information regarding the realities of the weekend internships done within the pilot project;

- analyzing the issues and problems encountered;

- writing a progress report during the first two years of the project;

- producing a final report assessing the pilot project by June 15, 2027, at the latest.

Two (2) representatives designated by the FEC (CSQ) may participate in the work related to this mandate if this union federation so wishes.

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

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

2-2.06
In matters involving the negotiation, application and interpretation of this collective agreement, the College recognizes the Union as the sole representative of all professors covered by the accreditation certificate.

2-2.07
The Union recognizes the right of the College to exercise its executive, administrative and management functions in a way that is compatible with the provisions of this agreement.

2-2.08
Whenever the College forms a committee which includes professors, only the Union shall be competent to appoint them unless there are specific provisions to the contrary in the collective agreement.

2-2.09
The College shall inform the Union in advance of any consultation of professors it intends to carry out or participate in.

Article 2-3.00 - Non-discrimination

2-3.01
Neither the College nor the Union may directly or indirectly threaten, coerce, harass, discriminate against or make unfair distinctions with respect to a professor on the basis of his/her race, ethnic origin, nationality, age, civil status, social condition, state of parenthood, family ties, beliefs, sex, sexual orientation, gender identity or expression, state of pregnancy, a physical handicap, opinions, political or union actions, language, or because he/she has exercised his/her academic freedoms, or because he/she has exercised a right or fulfilled an obligation granted to or imposed on him/her by the collective agreement or by the law.

Article 2-4.00 - Affirmative Action

2-4.01
The parties shall create an affirmative action committee made up of representatives of the College, the Union and all employment categories at the College interested in participating. There shall be no more than one (1) such committee in the College.

2-4.02
The mandate of the committee shall be:

a) to make useful recommendations with respect to the follow-up of the implementation of the affirmative action program;

b) to study all related problems.

2-4.03
Any measure of an affirmative action program that adds to, takes away from or modifies these stipulations shall be implemented only if an agreement is reached between the provincial parties.

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

2-4.04
The provincial parties shall set up a provincial affirmative action advisory committee (CCNAE) made up of two (2) representatives appointed by the FNEEQ (CSN), representatives appointed by the Ministère and by the Fédération des cégeps, and two (2) representatives appointed by the FEC (CSQ), as well as two (2) representatives appointed by the FAC, if the latter unions so desire.

The mandate of the provincial committee shall be to make useful recommendations following a consultation on the impact of the implementation of the affirmative action programs.

New mandates may be determined by the provincial affirmative action advisory committee and shall be ratified by the provincial parties.

2-4.05
The union representatives on the provincial advisory committee shall be provided with a yearly data bank containing the available information so that they may draw a statistical portrait of teaching personnel, starting with the data bank for 1998-1999.

2-4.06
A committee member shall not be entitled to any remuneration for services rendered, but his/her employer shall pay his/her salary during the leave.

Travel and accommodation expenses of committee members shall be paid by their respective employers.

2-4.07
There shall be a total annual grant of 0.5 full-time professors, or the equivalent, for committee members appointed by FNEEQ (CSN).

Article 2-5.00 - Violence and Psychological Harassment

2-5.01
The parties recognize that violence and psychological harassment are reprehensible acts and shall make an effort to discourage their practice in the workplace.

2-5.02
The parties shall collaborate in preventing situations of violence and psychological harassment in the workplace.

2-5.03
The College shall set up an advisory committee mandated to make recommendations about the development of a policy to counter violence and psychological harassment containing mechanisms for preventing occurrences and processing complaints. There shall be only one (1) such committee at the College.

The committee shall comprise representatives of the College, the Union and, if they so desire, students, professionals, support staff and management personnel. The committee shall determine its own procedures.

2-5.04
The mandate of the advisory committee may be entrusted to an existing committee upon agreement between the parties.

Article 2-6.00 - Sexual Harassment

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

2-6.01
Sexual harassment consists of undesired or imposed sexual advances that may take the form of verbal or physical solicitations.

2-6.02
The parties recognize that sexual harassment is reprehensible and they shall strive to eliminate such practices in the workplace.

2-6.03
The parties shall collaborate in preventing sexual harassment, particularly by providing information and training agreed upon by the parties.

2-6.04
At the Union's request, the College shall set up a committee to counter sexual harassment, made up of representatives of the College, the Union and, if they so desire, students, professionals, support staff and management personnel. The committee shall determine its own procedures.

2-6.05
The role of the committee to counter sexual harassment shall include:

a) making recommendations to the parties in order to prevent and put an end to sexual harassment;

b) to establish and recommend to the College a policy to counter sexual harassment, including measures for dealing with complaints.

2-6.06
The College shall implement any policy on sexual harassment prepared or revised by the committee if the latter's recommendation is unanimous.

CHAPTER 3 - UNION PREROGATIVES

Article 3-1.00 - Union Activities

3-1.01
The Union may appoint a professor employed by the College union representative, as well as a substitute when necessary, to represent it in the case of a grievance. If it does, it shall notify the College.

3-1.02
The Union may make such an appointment for each campus referred to in Appendix I - 5, each building referred to in Appendix I - 6, and each sub-centre referred to in Appendix I - 7.

3-1.03
In cases where it is impossible to discuss the grievance outside his/her hours of availability, a professor may take leave from work without loss of pay or reimbursement by the Union for the period of time during which his/her presence is required for this purpose.

3-1.04
A professor whose grievance is being heard by an arbitration board may take leave from work after giving notice to the College, without loss of pay or reimbursement by the Union, in order to participate in the arbitration sessions.

3-1.05
A professor called as a witness before an arbitration board may take leave from work, after giving notice to the College, without loss of pay or reimbursement by the Union. The duration of the leave shall then be subject to the requirements of the arbitration board.

3-1.06
A professor who is a member of a committee provided for in the collective agreement or a professor who is convened before such a committee, may take leave from work without loss of pay or reimbursement by the Union, to participate in any meeting that is convened.

3-1.07
A professor may take leave from work without loss of pay but with reimbursement by the Union in order to participate in official union activities when such leave prevents him/her from attending an activity included in his/her work schedule, provided that a request for such leave is made well in advance and that the leave will not seriously compromise his/her duties or the proper functioning of the College.

3-1.08
All requests for leave for union activities provided for in this article shall be signed by the professor and approved by an authorized representative of the Union.

3-1.09
An authorization for leave for union activities may be refused:

a) if the professor has already benefited, during the course of a given teaching year, from authorizations for leave for local, regional or provincial union activities totalling thirty (30) working days;

b) if the leave is to exceed five (5) consecutive working days.

The provisions of paragraphs a) and b) above shall not apply to members of the executive committee or the federal office of the FNEEQ (CSN).

3-1.10
If a professor is elected to a position on the executive committee of the Confédération des Syndicats Nationaux (CSN), the FNEEQ (CSN) or Conseil central, the College, upon receiving a request made for this purpose at least twenty-one (21) days in advance, shall grant leave to this professor with salary reimbursable by the Union. This leave shall be automatically renewable from year to year for the duration of his/her term of office.

The same provisions shall apply, unless otherwise agreed by the parties, for a maximum of one (1) professor called upon to fill a permanent union position.

3-1.11
The members of the federal office of the FNEEQ (CSN) shall obtain no more than seventy-five (75) working days of leave with pay for all members in any given teaching year not reimbursable by the Union, from their respective colleges, for the duration of their term of office, on the condition that such leave does not cause any serious prejudice to their teaching duties. This shall not apply to a member of the FNEEQ (CSN) who is given full-time leave by his/her college.

3-1.12
When a professor on leave wishes to return to his/her position, he/she shall give the College twenty-one (21) days' advance notice if his/her position was elective. In the case of a non-elective position, the return to work shall coincide with the beginning of the next semester.

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

In addition, and under the same conditions, in the case of a professor's return to work as provided for in this clause, the College shall grant the professor leave without pay of up to one (1) year upon request presented at the time set for submission of his/her notice of return to work.

3-1.13
For the reimbursement of salaries provided for in this article, the Union shall pay the College the gross salary of each substitute professor for the period in question.

3-1.14
The amounts owed by the Union to the College for salary reimbursements shall be paid within thirty (30) days of the remittance to the Union of a detailed monthly statement indicating the names of the professors on leave, the duration of their leave, the names of the substitute professors, and the amounts to be paid.

3-1.15
A professor who benefits from a leave under this article shall retain all the rights provided for in the collective agreement, unless otherwise stipulated.

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

3-1.16
In cases where it is impossible to discuss the grievance outside his/her hours of availability, a professor may take leave from work without loss of pay or reimbursement by the Union for the period of time during which his/her presence is required for this purpose.

3-1.17
A union representative who accompanies a professor at the presentation or discussion of his/her grievance may take leave from work after giving reasonable notice to the College, without loss of pay or reimbursement by the Union.

3-1.18
For the hearing of a grievance before an arbitration board, the professor in question and one (1) official representative of the Union may take leave from work after giving notice to the College, without loss of pay or reimbursement by the Union, in order to attend the arbitration sessions.

3-1.19
A professor called as a witness before an arbitration board may take leave from work, after giving notice to the College, without loss of pay or reimbursement by the Union. The duration of the leave shall then be subject to the requirements of the arbitration board.

3-1.20
A professor who is a member of the executive committee of the Union may take leave from work without loss of pay or reimbursement by the Union to participate in a meeting with representatives of the College.

3-1.21
A professor who is a member of a committee provided for in the collective agreement or a professor who is convened before such a committee, may take leave from work without loss of pay or reimbursement by the Union, to participate in any meeting that is convened.

3-1.22
A professor may take leave from work without loss of pay but with reimbursement by the Union in order to participate in official union activities when such leave prevents him/her from attending an activity included in his/her work schedule, provided that a request for such leave is made well in advance and that the leave will not seriously compromise his/her duties or the proper functioning of the College.

3-1.23
All requests for leave for union activities provided for in this article shall be signed by the professor and approved by an authorized representative of the Union.

3-1.24
An authorization for such leave may be refused:

a) if the professor has already benefited, during the course of a given teaching year, from authorizations for leave for union activities totalling thirty (30) working days;

b) if the leave is to exceed five (5) consecutive working days.

The provisions of paragraphs a) and b) above shall not apply to members of the executive committee or federal office of the FNEEQ (CSN).

3-1.25
The parties may agree to grant leave for internal union duties. Such leave shall be deducted from the number of professors allocated to the College, without reimbursement by the Union.

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

- one (1) professor for a college having an allocation of one hundred (100) professors or more;

- 0.75 professor for a college having an allocation of between fifty (50) and one hundred (100) professors;

- 0.5 professor for a college having an allocation of fewer than fifty (50) professors.

3-1.26
For the reimbursement of salaries provided for in this article, the Union shall pay the College the gross salary of each substitute professor for the period in question.

3-1.27
The amounts owed by the Union to the College for salary reimbursements shall be paid within thirty (30) days of the remittance to the Union of a detailed monthly statement indicating the names of the professors on leave, the duration of their leave, the names of the substitute professors, and the amounts to be paid.

3-1.28
A professor who benefits from a leave under this article shall retain all the rights provided for in the collective agreement, unless otherwise stipulated.

3-1.29
The College shall allot the same period of at least half (½) a day per week free from any teaching assignments to the members of the union executive committee, on condition that the Union informs the College of the names of the professors concerned in sufficient time prior to the establishment of the course timetable.

Article 3-2.00 - Union Rights

3-2.01
The College shall provide the Union with adequate office space for its secretarial activities. The furnishings shall be determined by agreement between the College and the Union. In addition, the College shall assume responsibility for the general upkeep of the office space.

3-2.02
The Union may distribute any document to professors in their offices, the common room or their respective mailboxes. The Union may use the internal mail service for distribution to the mailboxes.

3-2.03
The College shall allow the Union to use its regular addressograph, photocopying, printing and audiovisual services, in accordance with the operating rules of these services.

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

3-2.04
The Union shall have the right to hold meetings of professors on college premises provided advance notice is given. Such use of the premises shall be free of charge unless additional expenses are incurred.

3-2.05
The Union may post any notices, bulletins or documents of interest to professors in one or more mutually acceptable locations reserved exclusively for this purpose.

3-2.06
A professor may post notices, bulletins, or documents of interest to professors in one or more appropriate places determined by the College.

3-2.07
Whenever possible, three (3) consecutive class-free periods shall be included in the timetable to allow meetings of all professors.

Article 3-3.00 - Union Dues

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

3-3.01
The College shall deduct an amount equal to the dues set by the Union from the salary of each professor covered by this collective agreement.

3-3.02
For the purposes of this article, the amount of union dues shall correspond to the rate or amount indicated in a written notice to the College. Such notice shall also indicate:

a) the date of the first (1st) deduction, which may not be earlier than thirty (30) days after the College has received said notice;

b) the number of consecutive pays from which the College is to deduct the dues.

3-3.03
The College shall forward a cheque payable at par value each month to the Union for the amount of union dues deducted at source from each pay. This cheque shall be remitted to the Union between the first (1st) and the fifteenth (15th) day of each month; it shall bear the monthly amount of dues collected for the preceding month and shall be accompanied by a detailed statement of dues. A copy of this statement shall be forwarded to the FNEEQ (CSN) every month.

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

3-3.04
When one or the other of the parties asks the TAT to rule on whether a professor is covered by the accreditation certificate, the College shall continue to deduct union dues and to remit this money to the Union. Should the TAT determine that the professor is not covered by the accreditation certificate, the Union shall reimburse the amount deducted.

CHAPTER 4 - WORK ORGANIZATION

Article 4-1.00 - Departmental Coordination and Program Committee

4-1.01
All resources allocated for departmental coordination are set out in article 8-5.00.

4-1.02 Program committee

a) The Parties agree on the creation of a program committee for each of the programs of study leading to a DEC offered by the College. The committee shall include professors in subjects taught in the program. The committee may also include members from other categories of employment. Professors on the Committee shall be appointed by their department.

The duration of the mandate cannot exceed the teaching year for which professors have been mandated, and this mandate is renewable. Professors shall act as representatives of their department or their discipline, depending on the composition of the program committee.

b) The primary responsibilities of the program committee are as follows:

- to ensure the quality and pedagogical harmonization of the program, the integration of learning and interdisciplinary consistency;

- to participate in the development, implementation and evaluation of the program.

In order to fulfill its responsibilities, the committee shall seek consensus, in particular in carrying out the following activities:

Regarding the program of study

1. to define its internal regulations and to form such committees as are necessary;

2. to gather the opinions of the departments concerned;

3. to submit a work plan and file an annual report;

4. to participate, based on local practices and in collaboration with the departments concerned, in activities pertaining to the reception and integration of students.

Regarding management of the program of study

1. to take ownership of the program's objectives and standards, as defined by the Ministère, and to reach a common interpretation of these;

2. to determine the exit profile, to associate the program competencies to the disciplines, and to order the competencies;

3. to develop the course grid and recommend to the College that it be adopted;

4. to recommend that the College adopt the framework plans or anything in lieu thereof;

5. to develop the comprehensive examination guidelines for the program, and to recommend that the College adopt them;

6. to follow up on the program of study at the time of its implementation;

7. to participate in developing the program evaluation specifications or anything in lieu thereof, and to recommend that the College adopt them;

8. to participate in the collection and analysis of the necessary data for evaluating the program, and to make any useful recommendations to the College for improving the program;

9. to prepare the program evaluation report or anything in lieu thereof, and to recommend that the College adopt it;

10. to develop an action plan following up on the evaluation report or anything in lieu thereof.

If applicable, the General Education Issue Table (*Table de concertation de la formation générale*) or the General Education Committee (*Comité de la formation générale*) shall perform the above-mentioned activities and shall make the necessary adjustments.

c) The Committee shall appoint a program committee coordinator. Generally speaking, this person shall be a professor and member of the committee. The College may remove the program committee coordinator from office, with just cause.

d) The program committee coordinator performs the following activities:

- to hold and facilitate meetings;

- to follow up on work performed by the committee and sub-committees;

- to maintain the communications required to fulfill the program committee's mandate, with the College and departments, and other bodies, individuals or groups outside the program;

- to participate, based on local practices, in the program coordinators meeting;

– to draft the work plan and annual report**.**

If applicable, the coordinator of the issue table (*Table de concertation)* or of the general education committee (*Comité de la formation générale)* shall perform the above-mentioned activities and shall make the necessary adjustments.

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

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

4-1.03
For the purposes of this collective agreement, subject to clause 8-7.10, a department shall consist of all regular professors in one or more subjects at a given college or campus.

4-1.04
The criteria for creating departments and establishing their number shall be established by the College after consultation of the Commission pédagogique.

4-1.05
The functions of a departmental assembly are performed based on the strategic development plan (which includes the success plan). The functions of a departmental assembly are as follows:

1. Those exercised jointly with the work of the program committees in which its discipline or disciplines take part:

   1.1 to advise program committees which its discipline or disciplines contribute to or take part in;

   1.2 to appoint professors to the program committees which its discipline or disciplines contribute to or take part in.

   If applicable, the common general education professor, member of an issue table (*Table de concertation)* or of a general education committee (*Comité de la formation générale)* shall perform the above-mentioned activities and make the necessary adjustments.

2. Those arising from the learning management related to the teaching of its discipline or disciplines:

   2.1 to define its internal rules of operation and to form such committees as are necessary;

2.2 to distribute and weigh pedagogical activities, including teaching loads, based on the resources allocated and on the activities related to the recognition of time worked;

2.3 to appoint professors to the selection committee for regular education in accordance with article 4-4.00 and to appoint a professor to participate in the selection process for continuing education in accordance with article 8-7.00;

2.4 to appoint professors to Ministère committees and to inform the College of these appointments;

2.5 to recommend to the College choices for complementary courses to be offered;

2.6 to recommend to the College, if applicable, any special conditions for admitting students within the framework of the general conditions established by the basic regulation;

2.7 to give advice on retraining projects in the case of retraining for a reserved position or for a deferred and reserved position as well as for projects to maintain expertise;

2.8 to make recommendations to the professional development committee regarding the requests made by the teaching personnel;

2.9 to analyze the human, material and technological resource requirements, and make recommendations regarding the hiring of support personnel (e.g. workshop technician and doorkeeper) or the purchase of material;

2.10 to participate in the development of the department's budget estimates;

2.11 to recommend a policy to the College with a view to enabling the region to benefit from departmental resources;

2.12 to develop an annual work plan, contribute to its implementation and write an annual report;

2.13 to define the objectives, confer about the teaching methods, establish the means of evaluation and develop the framework plans[1] (or anything in lieu thereof) for each course for which it is responsible, taking into account the College's policy on the evaluation of learning;

2.14 to adopt course plans prepared by the members of the department;

[1] The development of the framework plans (or anything in lieu thereof) for multidisciplinary courses constitutes a duty assigned to the department(s) responsible for these courses.

2.15 to make recommendations to the College and the Commission pédagogique that are likely to improve the quality of teaching of its discipline or disciplines;

2.16 to select internship sites, and jointly take on the practical organization of internships;

2.17 to seek and implement, with respect to the professional services rendered, support strategies in order to improve student success rates, taking into account the institutional success plan;

2.18 to ensure professional assistance to new professors.

4-1.06
The department's professors, using their own procedures, shall appoint a department coordinator for the following teaching year no later than April 1. They may appoint, if applicable, other professors from the department to assume specific activities among those described in clause 4-1.10. In such a case, the department may apportion the leave provided for in clause 4-1.13 accordingly. The College is then informed of the name of the coordinator and, if applicable the names of the other professors.

4-1.07
Should the professors fail to appoint a coordinator, the College shall take responsibility for doing so and the provisions of clauses 8-5.04 and 4-1.13 shall not apply to this particular department. The College may remove a department coordinator from office for just cause. The College may also remove a department coordinator at the department's request.

The parties may agree to appoint a person to act as tutor. They shall then agree on the use of amounts allocated for departmental coordination.

4-1.08
The department coordinator shall be a professor who, at the beginning of his/her term of office, is employed by the College.

However, the appointment of a professor on availability or of a non-tenured professor shall not result in any additional allocation of teaching resources to the department's subjects.

4-1.09
The term of office of a department coordinator shall be one (1) year and shall be renewable.

4-1.10
The department coordinator shall coordinate the department's activities as provided for in clause 4-1.05 and shall perform the administrative tasks inherent in his/her position. For these purposes, the department coordinator performs the following specific tasks:

As part of the internal governance activities:

1. to ensure departmental meetings are held and facilitated;

2. to follow-up on departmental rules, taking into account institutional policies;

3. to prepare, and submit to the departmental assembly, a project for the distribution of teaching loads and activities with respect to the professional services rendered within the norms established by the collective agreement and the College;

4. to enable the flow of information and communication between members of the department;

5. to forward the department's requests to the various college bodies or outside organizations;

6. to follow-up on the various requests submitted to the department by students, individuals or outside organizations, based on the department's directions.

As part of the teaching activities:

1. to carry out the necessary follow-up in order to implement activities related to the reception and integration of students with respect to the professional services rendered;

2. to make sure the course plans are adopted;

3. to carry out the necessary follow-up so that all the operations related to teaching classes, evaluation conditions, facilities and equipment requirements, schedules, and internships, can take place;

4. to carry out the necessary follow-up in order to implement success support activities with respect to the professional services rendered.

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

1. to take part in budget estimates;

2. to administer the department's operating and investment budgets;

3. to recommend the purchase of instructional and course material (books, magazines, DVDs, etc.) and, in the absence of technical staff, prepare purchase requisitions;

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

As part of activities related to relationships with peers:

1. to make sure support is provided to professors who are having difficulties;

2. to carry out the necessary follow-up to ensure professional assistance is provided to new professors.

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

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

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

As part of activities related to relationships with the College:

1. to participate, based on local practices, in the department coordinators meeting;

2. to follow up with the director of studies on the following departmental activities:

    a) distributing and weighting teaching activities within the norms established by the collective agreement and by the College;

    b) ensuring that objectives are defined, that teaching methods are applied, that means of evaluation are established and that framework plans (or anything in lieu thereof) are developed for each course for which the department is responsible, taking into account the College's policy on the evaluation of learning;

    c) ensuring that all courses for which the department is responsible are given and to guarantee their quality and content;

    d) preparing the department's budget estimates;

    e) studying, establishing and maintaining, if applicable, appropriate relationships with institutions, organizations and companies, taking into account the means made available by the College;

    f) setting up a review committee made up of three (3) people, including the professor in question, and empowered to modify students' final marks, if applicable;

    g) preparing the department's annual work plan, ensuring its follow-up and preparing an annual report of its activities.

4-1.11
The coordinator shall forward the department's annual work plan and report to the College. The information contained in these documents may not be used to evaluate professors.

The department's annual report sets out:

- the activities included in the work plan specifying the measures put in place for their implementation;

- the adjustments made during implementation;

- the relevant recommendations;

- the information included in paragraph d) of clause 8-4.03.

4-1.12
Hospitals or clinics shall be selected in collaboration with the departments in question; the same shall apply to the organization of internships.

4-1.13
a) For the purposes of this article, the College shall release full-time professors or the equivalent resulting from the application of clause 8-5.04 to take on the duties of department coordinator and the coordination of departments dispensing vocational training in the form of internships or workshops, subject to clause 8-5.08.

b) The College shall apportion the reduction in workload resulting from paragraph a) of this clause after submitting the matter to the Labour Relations Committee (LRC). This reduction may vary from one department to another.

Article 4-2.00 - Information

4-2.01
Unless otherwise agreed upon by the provincial parties, the information related to the collective agreement that is transmitted from one to the other shall be transmitted in electronic format when possible.

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

4-2.02
The College shall provide the Union and the FNEEQ (CSN) with a list of professors, a list of professional, support and administrative staff and a list of members of the board of governors.

The list shall give the following information for each professor:

a) name (and campus, building or sub-centre, as the case may be);

b) date of birth;

c) sex / gender;

d) citizenship;

e) address;

f) telephone number;

g) education including master's and doctoral degrees;

h) seniority, in accordance with the official list under the terms of article 5-3.00;

i) status: tenured, non-tenured, substitute;

j) title: full-time, part-time, hourly paid;

k) total accumulated experience in accordance with article 6-2.00;

l) salary and step;

m) if the case of a professor on leave, the nature and duration of the leave;

n) if the professor is on provisional assignment, is on service loan or is granted an employability or termination measure.

The Union must receive this list no later than twenty (20) working days after the beginning of the first (1st) semester. A copy of the list shall be sent at the same time to the FNEEQ (CSN).

In the second (2nd) semester and within the same time limit, the College shall only be required to send to the Union and the FNEEQ (CSN) corrections to the list supplied during the first (1st) semester.

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

4-2.03
The College shall provide the Union with two (2) copies of all documents related to this collective agreement, and of any general order or document of interest to professors. The College shall also post a copy of these documents.

4-2.04
All directives related to the interpretation of the collective agreement and addressed by the College to a department shall be forwarded at the same time to the Union.

4-2.05
The College shall provide the Union with two (2) copies of any non-confidential document distributed to the members of, or produced by, any commission, committee or council to which the Union has appointed or proposed members, as well as notices of meetings, draft agendas and minutes of the meetings of the board of governors.

4-2.06
The College shall provide the Union and the FNEEQ (CSN) with one (1) copy of the complete list of regular students and of the list of continuing education students taking courses integrated into the regular timetable, and a list of the courses in which they are enrolled. This shall be done within thirty (30) working days following the beginning of each semester.

4-2.07
The College shall provide the Union as soon as possible with a complete list of members of all college committees and commissions on which professors serve. In addition, the College shall supply a complete list of members of all committees and commissions within the College whose duty it is to define the general objectives of the College or a given sector.

4-2.08
The Union shall provide the College with a list of the members of its executive council or the equivalent.

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

4-2.09
Twice a year, no later than June 15 for the fall semester and no later than December 15 for the winter semester, the College shall send the Union the list of hiring priorities in regular and continuing education. These dates may be changed upon agreement between the parties.

4-2.10
The information in this article that the College is to send the Union and the FNEEQ (CSN) shall be sent in electronic format, if they are available in such format. However, the parties may agree that the information also be sent on hard copy.

Article 4-3.00 - Labour Relations Committee

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

4-3.01
The LRC shall be a standing committee comprising representatives of both parties. It shall discuss and make an effort to reach an agreement on all questions relating to the application and interpretation of the collective agreement and to working conditions.

4-3.02
Within thirty (30) working days following the coming into effect of this collective agreement, each party shall appoint at least (3) but no more than seven (7) representatives and shall inform each other of the names of those persons.

In the event that one of the parties is obliged to replace one (1) or more of its representatives, it shall inform the other party of the names of these persons in writing.

4-3.03
Subject to the provisions of this article, the LRC shall operate autonomously.

4-3.04
The LRC shall meet at the request of either of the parties, and the meeting shall be called by the College. For the purposes of this agreement, any valid session of the LRC shall constitute a meeting.

4-3.05
The LRC shall meet within five (5) working days of its convocation by the College. The party that requests a meeting of the LRC or that adds an item to the agenda shall provide the other party, if applicable, with the documentation it possesses and considers pertinent, at the time that it requests the meeting or adds the item to the agenda. A written notice of the convocation and the draft agenda, including any item that either the College or the Union wants to add, shall be forwarded to the Union at least forty-eight (48) hours before the meeting. The agenda shall also be posted and brought to the attention of all professors within the same time frame, at the same time that it is forwarded to the Union.

4-3.06
Should the College fail to send at least two (2) representatives to a meeting that has been duly convened, it may not proceed with the items on the agenda.

Should the Union fail to send at least two (2) representatives to a meeting that has been duly convened, the meeting shall be automatically postponed to the third (3rd) working day from the date and time stipulated in the original notice of meeting. Should the Union fail to send at least two (2) representatives to the second (2nd) meeting, the College may proceed with any item on the agenda.

4-3.07
Should the parties fail to reach an agreement on an item appearing on the agenda, the College shall proceed, unless the parties on the LRC agree on an adjournment to a mutually suitable date. The College shall then have ten (10) working days after the meeting to make its decision known to the Union and, if applicable, to the professor concerned. However, it may not do so before the fifth (5^{th}) working day following the meeting, in order to allow suitable time for the College to re-evaluate its position and to allow the Union to make additional representations, without altering the time limits stipulated in this article.

4-3.08
If an agreement cannot be reached following a LRC meeting, the College shall make its position known to the professor concerned at least two (2) working days before a final decision is made concerning him/her.

4-3.09
Under exceptional circumstances, such as those involving decisions on general policy, the College shall benefit from a longer time limit than the one stipulated in clause 4-3.07.

4-3.10
The College shall post any agreement or decision of collective interest and bring the matter to the attention of all professors within five (5) working days of the agreement or decision, except if the parties agree to notify each professor individually.

4-3.11
A meeting of the LRC shall be valid if at least two (2) representatives of each of the parties are present.

4-3.12
The minutes of a LRC meeting shall be adopted and signed by the parties no later than the following meeting. This may be done in whole or in part while the meeting is in session. The minutes shall only consist of the whereas, the resolutions, and, if applicable, the agreements.

4-3.13
A professor whose case is to be discussed at a meeting of the LRC shall receive prior written notice to this effect from the College. Should he/she so request, the professor shall be heard at said meeting. However, when the LRC studies the possibility of reducing the number of professors under the terms of paragraph a) of clause 4-3.14, the College shall not be required to notify each professor individually.

4-3.14
The College shall call a meeting of the LRC before reaching decisions on the following questions:

a) measures concerning teaching transfers, agreements with other educational institutions and modification of educational structures, staff reductions, the total or

partial closing of an option, the total or partial opening of an option, the total or partial transfer of an option, regionalization, the introduction of institutional courses;

b) contractual implications resulting from the measures provided for in paragraph a) of this clause;

c) modifications to working conditions caused by changes in the basic regulation or the use of new teaching methods or techniques;

d) any exception to the exclusivity clause as defined in clause 5-1.15;

e) any request for leave without pay not covered by this collective agreement;

f) the dismissal of a professor;

g) the hiring of a regular professor, except in the cases covered by subparagraphs 1, 2 (subparagraph 1), 4 (subparagraph 1), 5, 6 and 7 of paragraph a) of clause 5-4.17. However, in the case of subparagraph 7, the College shall call a meeting of the LRC before making a decision concerning the hiring of a part-time non-tenured professor or hourly paid professor at the College who has less than three (3) years' seniority;

h) any disciplinary measure taken in accordance with article 5-18.00;

i) any proposed teaching load given to a professor on availability, in accordance with the first (1st) subparagraph of clause 5-4.07 J);

j) the determination of a policy on substitute teaching;

k) the fixing of vacation periods for professors;

l) any exchange between colleges as provided for in article 5-10.00;

m) any effect on working conditions resulting from a change in the number of departments;

n) the contractual implications resulting from the granting of leave for purposes not covered by the collective agreement;

o) the shifting of the vacation period of a professor under the provisions of clause 8-2.05;

p) any exception to the principle of non-hiring of persons having dual employment as defined in clause 5-1.12;

q) the Commission pédagogique under clause 4-5.02;

r) the possibility to reserve a differed position according to the provisions set out in clause 5-4.21;

s) an agreement such as a partnership with another institution to provide teaching in said institution according to clause 10-1.11.

4-3.15
The College shall call a meeting of the LRC to discuss any dispute submitted by the Union relating to:

a) a professor's teaching load and duties;

b) transfers;

c) the assignment of professors from the College to continuing education courses, summer courses or long-term substitution;

d) the evaluation of experience;

e) a professor's reintegration;

f) the application of the travel and accommodation expense schedule provided for in article 6-7.00;

g) the contractual implications resulting from a disruption or interruption of normal college operations;

h) an unfavourable remark or an incriminating entry in a professor's file;

i) the methods of repayment by a professor, following an error on his/her pay;

j) any effect on working conditions arising from matters discussed at the Commission pédagogique;

k) the application of the moving expense schedule provided for in Appendix II - 3;

l) the refusal of job priority in accordance with clause 5-1.07;

m) any question related to copyright as provided for in clause 8-1.03;

n) any credited training offer in continuing education;

o) the working conditions related to distance education.

4-3.16
Any grievance filed in accordance with the provisions of clause 9-1.03 may be referred to the LRC by the College or the Union. In such a case, the LRC shall immediately take charge and make an effort to reach an agreement in accordance with the provisions of this article.

4-3.17
Any agreement reached under the terms of this article shall be binding on the College, the Union and the professor.

However, such an agreement cannot restrict the rights of the professor as provided for in this collective agreement unless the professor is himself/herself a party to such agreement.

Article 4-4.00 - Selection of Regular Professors

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

4-4.01
Subject to the provisions of article 5-4.00, the College shall set up selection committees to recommend the hiring of applicants.

4-4.02
The selection committee shall be composed of:

a) three (3) professors chosen by the professors of a department, who may also designate substitutes;

b) two (2) persons chosen by the College.

4-4.03
All applications, as well as proof of qualifications and relevant work experience, shall be submitted to the selection committee by the College.

4-4.04
The committee shall make its recommendations to the College and inform the department.

The committee shall base its recommendations mainly on professional competence and pedagogical aptitude, subject to the provisions of article 2-4.00. The committee shall establish the hiring order among the successful candidates.

4-4.05
If the recommendation to hire a candidate is unanimous, the College shall hire the recommended candidate. If it is not unanimous, the committee shall inform the College of the reasons for its majority hiring recommendations.

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

4-4.06
Should the committee fail to recommend an applicant for an assignable workload, the College shall proceed.

Article 4-5.00 - Commission pédagogique

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

4-5.01
The local arrangement, within the meaning of clause 4-5.17 of the collective agreement that expired on June 30, 2002, which constitutes an agreement on a local issue within the meaning of section 58 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2) shall be extended and shall form an integral part of the collective agreement. This agreement may be modified in accordance with the provisions of section 59 ff. of the Act.

The same shall apply for any agreement concerning the Commission pédagogique.

4-5.02
For the College whose Union was covered by the FAC's 2005-2010 collective agreement, one or the other following provisions shall apply as the case may be:

a) in the case where there is a local arrangement, within the meaning of clause 4-5.17 of the FAC's collective agreement which expired on June 30, 1998:

   – the local arrangement, within the meaning of clause 4-5.17, of the FAC's collective agreement which expired on June 30, 1998**,** which constitutes an agreement on a local issue within the meaning of section 58 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2) shall be extended and shall form an integral part of the collective agreement. This agreement may be modified in accordance with the provisions of section 59 ff. of the Act.

b) in the case where there is a local agreement effective at the expiration date of the FAC's 2005-2010 collective agreement:

   – the local agreement effective at the expiration date of the FAC's 2005-2010 collective agreement constitutes an agreement within the meaning of clause 4-3.17 of the FNEEQ (CSN)'s collective agreement and can be modified by the parties in accordance with the terms provided in article 4-3.00.

c) in all other cases, local practices effective at the expiration date of the FAC's 2005-2010 collective agreement shall be extended and, for this College, clause 4-3.14 of the FNEEQ (CSN)'s collective agreement shall be modified by the addition of the following:

   – q) the Commission pédagogique under clause 4-5.02.

CHAPTER 5 - EMPLOYMENT AND FRINGE BENEFITS

Article 5-1.00 - Hiring

5-1.01
Subject to job security measures and provisions, a tenured professor's appointment shall be renewed automatically from year to year.

5-1.02
The appointment of a non-tenured full-time professor, part-time professor, hourly paid professor or a professor who performs activities other than those set out in his/her teaching load shall end automatically, without any prior measures or warning, on the date his/her contract expires.

However, a non-tenured professor may withdraw from a teaching load that was previously assigned to him/her, without affecting his/her employment ties:

- Regarding regular teaching, no later than four (4) weeks before classes start as specified in the school calendar;

- Regarding continuing education and summer courses, no later than four (4) weeks before classes start.

The parties may agree on a different deadline.

5-1.03
a) In cases where a 0.5 annual teaching load is likely to be assumed by a single professor in a given semester, the College shall hire a professor for full-time duties for one (1) semester and pay him/her half (1/2) of an annual salary.

The teaching load of such professor shall be calculated using Appendix I - 1. If such teaching load exceeds forty-four (44) credits, the excess shall be remunerated in accordance with clause 6-1.03 as follows:

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

If a professor having received such additional remuneration becomes a full-time professor, he/she shall receive a full annual salary, subject to the provisions of paragraph d) of clause 8-6.01.

b) A part-time professor hired by contract for a full-time workload during the fall semester who signs, during the same contract year, another contract with a full-time workload during the winter semester, shall become a full-time professor.

c) A professor hired for part-time duties whose total individual workload as defined in clause 8-6.01 reaches eighty (80) credits during one (1) contract year, shall become a full-time professor.

d) A part-time professor with a teaching load of fifty (50) credits or more in the regular program who also gives courses in continuing education, summer courses or acts as a substitute shall become a full-time professor if these courses, when calculated according to Appendix I - 1, give him/her a workload of eighty (80) credits, which he/she would not otherwise attain.

For the exclusive purposes of this paragraph, the fraction in FTE obtained by means of the following equation:

$$\frac{\text{full-time salary} - \left[\text{salary for part-time workload} + \text{salary as an hourly paid professor}\right]}{\text{full-time salary}}$$

shall be deducted from the teaching resources provided for in article 8-5.00.

5-1.04
Subject to the provisions of article 5-4.00 concerning the assignment of professors who have not been relocated, the College shall not require a professor to teach a subject other than the one stipulated in his/her contract.

5-1.05
For the purposes of the local application of article 8-5.00 and clauses 5-1.04, 5-3.04, 5-4.05 and 5-4.06 of the collective agreement, the subjects listed in Appendix I - 3 may be subdivided or grouped together to take existing local practices into account, in accordance with the provisions of Appendix I - 4.

However, registration on the lists of the placement office shall be in accordance with the list in Appendix I - 3 and the job security provisions shall apply accordingly.

5-1.06
A tenured professor may resign effective the following teaching year by giving written notice to the College no later than April 1.

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

5-1.07
The College shall inform a non-tenured professor before June 1 of the specific reasons related to his/her professorial duties for not granting job priority in accordance with clause 5-4.17.

A copy of the notice shall be forwarded at the same time to the Union.

5-1.08
The refusal to grant job priority to a non-tenured professor under the provisions of clause 5-4.17 to whom the first of the following situations applies:

a) held a full-time teaching load until its completion;

b) held a teaching load equivalent to at least 0.5 FTE per year for two (2) consecutive contract years;

c) accumulated one and a half (1.5) years of seniority;

shall be subject to grievance.

In the event of a grievance filed under the terms of this clause, it shall be up to the College to establish that the refusal to grant job priority in well-founded.

The refusal to grant job priority to a non-tenured professor under the provisions of clause 5-4.17 who is not subject to the aforementioned situations shall not be subject to grievance.

5-1.09
A professor covered by clause 1-2.14 shall be notified in writing of his/her status as a substitute at the time his/her application is accepted.

5-1.10
When an assignable teaching load exists at the College, the faculty shall be notified by a notice posted through an electronic support and available online. The notice shall indicate at least the nature of the teaching load, the mode of instruction for each course and the normal requirements. One (1) copy of this notice shall be sent to the Union and any professor on maternity leave at the time of posting.

Within ten (10) days after the notice is posted, any professor may apply for the job in writing. This deadline shall be reduced to five (5) working days for a teaching load assignable during the course of a semester.

5-1.11
Notwithstanding the provisions of clause 5-1.10, the parties may agree on a general service offering. In this case, the College shall not be required to post a notice if a professor benefits from job priority in accordance with clause 5-4.17, paragraphs a), b), d) or e).

The parties may also agree on the information to be forwarded to the Union and to the professors as to the related teaching load.

The College must provide, for each of the subjects, the normal requirements for a teaching load.

To benefit from the job priority provided for in clause 5 4.17, paragraphs a), b), d), or e), a non-tenured professor at the College shall, for a given contract year, apply in writing.

The provisions of clause 5 1.11 may be modified by local arrangement between the parties (CQLR, chapter R-8.2, a. 70).

5-1.12
Unless there is a shortage of available teaching personnel, a person who holds a full-time position shall not be entitled to an assignable teaching load.

A part-time professor hired for full-time teaching duties in a given semester shall not be deemed to have a full-time teaching load.

Unless the parties agree otherwise, dual employment at the College or elsewhere shall be verified by means of a personal declaration made on the form provided for in Appendix II - 6. The College shall forward to the Union a copy of the declaration of the applicant selected.

5-1.13
Unless there is a mutual agreement between the professors, subject to the provisions of clause 5-4.07, paragraph l) and clause 5-1.03, paragraph d), a substitute professor shall be remunerated:

a) at the hourly rate determined in accordance with article 6-5.00 and Appendix VI - 1;

b) on a part-time basis, in accordance with the terms and conditions of clause 6-1.02, as of the eleventh (11^{th}) working day of substitute duties or before then, in accordance with the terms and conditions agreed upon by the parties, for the same teaching load, if he/she is available in accordance with clause 8-3.01, paragraph b).

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

5-1.14
A professor shall be hired by means of a written contract on a form such as the one shown in Appendix VIII - 1. An integral copy of the signed contract shall be send immediately to the Union.

When a part-time professor becomes a full-time professor under the terms of clause 5-1.03, the College shall have him/her sign a full-time contract that shall cancel and replace previous signed contracts. The new contract shall specifically indicate that this professor has become a full-time professor under the terms of clause 5-1.03.

5-1.15
The professor undertakes to work exclusively for the College during his/her hours of availability. After submitting the question to the Labour Relations Committee, the College may allow a professor to accept paid work other than his/her teaching at the College during his/her hours of availability. Such authorization shall be given in writing.

5-1.16
Subject to the provisions of article 5-4.00, the College shall hire a full-time professor to hold regular teaching duties. To meet a need for less than a full-time workload, the College shall hire a part-time professor. However, when filling a position with less than a full-time workload, subject to difficulties concerning recruitment and difficulties of a pedagogical nature, confirmed by former practices, the College shall not hire an hourly paid professor unless an agreement is reached between the parties.

5-1.17
The College shall notify in writing that the collective agreement is available on the Internet site of the Comité patronal de négociation des collèges (CPNC) and shall provide its electronic address[1] to each new professor before his/her hiring contract is signed; failing which said contract may be declared null and void by the professor concerned.

Similarly, each professor shall supply the documents attesting to his or her qualifications and experience before signing his/her contract, failing which said contract shall be conditional and shall only become valid when said documents are presented. The professor and the College may agree in writing on a deadline for the submission of these documents, after which time the conditional contract shall become null and void unless the delay is attributable to the institution issuing said documents.

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

5-1.18
For the purposes of hiring professors and for the purposes of the local application of clauses 4-1.04 and 5-3.04 of the collective agreement, the subjects listed in Appendix I - 3 may be subdivided or grouped together to take into account the particular specialties of a college, in accordance with the provisions of Appendix I - 4.

However, registration on the lists of the placement office may only be done in accordance with the list in Appendix I - 3 and the job security provisions shall then apply accordingly.

[1] https//cpn.gouv.qc.ca

Article 5-2.00 - Tenure

5-2.01
To acquire tenure, a professor must be on full-time duty and satisfy all provisions of this article, subject to clause 5-4.16, paragraph c).

5-2.02
A full-time professor shall acquire tenure at the beginning of a teaching contract as a full-time professor in an available position to which he/she has been assigned in the course of either one of the two (2) contract years following his/her assignment by the College to an available position during two (2) consecutive years.

5-2.03
The College shall maintain the status of a tenured professor whose work is not entirely devoted to teaching or to whom the College has granted leave in accordance with the provisions of this collective agreement.

5-2.04
A professor who had tenure in an institution replaced by the College shall acquire tenure at the College once his/her transfer is obtained.

5-2.05
A tenured professor from another college or a government educational institution who has not been dismissed by said college or the Government and who is hired in the teaching year following his/her departure as a full-time professor shall obtain tenure when he/she is assigned to an available position.

5-2.06
A professor shall acquire tenure at the beginning of a teaching contract as a full-time professor in the employ of the College in an available position to which he/she has been assigned in the course of either one of the two (2) contract years following his/her assuming a full-time teaching load during three (3) consecutive years. Two (2) of these consecutive years shall have been spent in teaching in the regular program.

5-2.07
A professor shall acquire tenure at the beginning of his/her second (2^{nd}) consecutive teaching contract as a full-time professor in the employ of the same college in an available position if, prior to his/her first (1^{st}) teaching contract as a full-time professor in the employ of the College in an available position he/she accumulated three (3) years' seniority for purposes of applying and interpreting article 5-4.00.

5-2.08
A professor shall acquire tenure at the beginning of a teaching contract as a full-time professor in the employ of the College in an available position, if he/she previously accumulated five (5) years' seniority for purposes of applying and interpreting article 5-4.00.

5-2.09

A contract during which a professor benefits from any full-time leave or absence for one (1) full semester or more shall be considered a consecutive contract for the purposes of clauses 5-2.02, 5-2.06 and 5-2.07, but shall not be credited toward the acquisition of tenure.

Notwithstanding the previous paragraph, the following shall not delay the acquisition of tenure:

- a maternity leave as well as the extensions provided for in clause 5-6.09;

- a full-time leave of one (1) semester or more according to the provisions relating to parental rights and disability if, at the expected time of acquisition of tenure, the professor has occupied a full-time teaching load, or at least one (1) workload of zero point five (0.5) full-time equivalent per year during two (2) consecutive contract years.

Article 5-3.00 - Seniority

5-3.01
For the purposes of applying and interpreting article 5-4.00, seniority shall only be calculated in accordance with the provisions of clauses 5-3.02, 5-3.03, 5-3.06, 5-3.07, and 5-3.08.

A seniority list is published on October 15 of each contract year. This list includes, for each professor, the calculated seniority up to the last day of the contract year preceding the one during which a list was published.

However, for the professor employed by the College who has no seniority at the time of the publication of the seniority list, the official hiring date is used in lieu of seniority until the next list is published the following year.

For the purposes of publishing the seniority list, the official hiring date of a professor is determined based on one of the following, whichever comes first:

- the start date of the first (1st) hiring contract at the College;
- the date of the first (1st) day paid at the College**.**

5-3.02
On the date the collective agreement comes into effect, the seniority list, for the purposes of applying and interpreting article 5-4.00, shall be the official seniority list in effect under the terms of the 2015-2020 collective agreement. This list shall be in effect until next the seniority list is published.

As each year, as for the preparation of the seniority list for the purposes of applying and interpreting article 5-4.00, the College shall calculate seniority of the previous contract year as specified in clauses 5-3.03, 5-3.06, 5-3.07, and 5-3.08. This seniority shall be added to that which is specified in the official seniority list of October 15 of the previous contract year.

5-3.03
For the purposes of applying and interpreting article 5-4.00, seniority shall be calculated in the following manner:

a) for full-time professors: one (1) contract year shall be worth one (1) year of seniority;

b) for part-time professors: in proportion to their teaching load expressed as full-time equivalents in accordance with clause 8-5.12;

c) for professors paid according to the hourly rates and salary scales set out in Table B of Appendix VI-1, excluding periods of short-term substitute teaching: four hundred fifty (450) teaching periods shall be worth one (1) year of seniority;

d) for a teacher who performs activities provided for in clause 6-1.04, no seniority shall be accumulated.

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

5-3.04
The seniority list for the purposes of applying and interpreting article 5-4.00 shall be drawn up by subject and by seniority and, in the case of equal seniority, by years of experience and, in the case of equal experience, by years of schooling.

However, for the professor who has no seniority, this list is determined by subject and by order of official hiring date, and in the case of equal date, by order of the date of recommendation by the selection committee, and in the case of equal date, by hiring priority determined by the selection committee.

The seniority list shall be sent to each professor, the Union and the FNEEQ (CSN) and shall be posted on October 15 of each contract year. The list shall be posted for twenty (20) working days. At the expiry of this posting period, the list shall become official, subject to objections made during the posting period.

If, as a result of an objection, a professor's seniority or the official hiring date is corrected, the list shall be corrected immediately. These corrections cannot be retroactive beyond the date this collective agreement takes effect.

The seniority list shall be in effect from the time it is published until the publication of the next seniority list, subject to objections made during the posting period.

5-3.05
Corrections made to the seniority list for the purposes of applying and interpreting article 5-4.00 shall be posted and sent to the Union and the FNEEQ (CSN).

5-3.06
For the purposes of applying and interpreting article 5-4.00, seniority shall continue to be accumulated:

a) during an absence due to an industrial accident or an occupational disease recognized as such by the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST);

b) during leave with or without pay for professional development;

c) during leave for professional activities as provided for in the collective agreement;

d) during leave for union activities as provided for in the collective agreement;

e) during leave provided for in article 5-6.00 and in accordance with the terms and conditions stipulated therein;

f) during a leave as provided for in clause 5-9.06;

g) during periods of disability covered by clause 5-5.17 and clause 5-4.16, paragraph c);

h) during a professor's suspension;

i) during a period in which a professor is placed on availability and as long as the professor's name remains on the placement office's lists;

j) during leave for public office of one (1) semester or less;

k) during the first (1st) year of full-time leave without pay as provided for in article 5-15.00, and except in the cases where the professor is covered by clause 5-4.24, during the complete leave without pay for a maximum duration of five (5) years.

l) during the first two (2) years of half-time leave under the terms of the collective agreement. Afterwards, seniority shall be accumulated at the rate of half (1/2) a year per year on half-time leave;

m) during special leave or on a paid statutory holiday;

n) during a professor's participation in the deferred or anticipated salary plan as provided for in article 5-12.00;

o) during a provisional assignment as provided for in article 5-11.00;

p) during exchanges with educational institutions outside Québec, under the terms of article 5-13.00;

q) during a service loan as provided for in article 5-21.00 for a maximum duration of five (5) years.

r) during any leave without pay not provided for in the collective agreement, taken during the winter 2021 semester, in connection with the health crisis.[1]

5-3.07
For the purposes of applying and interpreting article 5-4.00, seniority shall cease to be accumulated but shall remain credited to the professor:

[1] Letter of Agreement 2015–2020 – number 13 of December 15, 2020, concerning the amendment of certain provisions of the 2015–2020 collective agreement and a list of measures put in place in certain CEGEPs due to the health crisis.

a) during leave for public office for more than one (1) semester;

b) during any leave without pay not covered by clause 5-3.06;

c) after the application of the provisions of clause 5-3.06, paragraph f);

d) when the professor occupies a pedagogical position not covered by accreditation, except in the case covered by clause 5-3.06, paragraph n);

e) during the three (3) years immediately following the year during which a non-tenured professor was assigned teaching duties, except in the cases covered by clause 5-4.18, in which the deadline shall be five (5) years.

5-3.08
For the purposes of applying and interpreting article 5-4.00, accumulated seniority shall be lost:

a) through resignation, except in the case of the voluntary transfer of a professor to another college;

b) through dismissal;

c) if a professor is not hired by the College during the period referred to in paragraph e) of clause 5-3.07.

5-3.09
The deadlines provided for in clause 5-3.04 shall not deprive a professor of the rights gained through his/her seniority for the purposes of applying and interpreting article 5-4.00.

Article 5-4.00 - Job Security

5-4.01 General provisions

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

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

For the purposes of this article, the term "zone" shall be understood, for each college, to include all the colleges in the given zone, as defined in Appendix II - 1.

For the purposes of this article, the term "sector" shall be understood, for each college, to include all the colleges in the given sector, as defined in Appendix II - 2.

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

5-4.02 Consultation period of the LRC

As soon as the College undertakes negotiations with the purpose of modifying, suspending or transferring administrative or pedagogical responsibilities to a school board, a school service centre or a public or private corporation for the purposes of regular education, or as soon as it undertakes to modify its educational structures or programs, such transfer, suspension or modification shall be studied by the Labour Relations Committee at least four (4) months before the transfer, suspension or modification takes effect.

5-4.03

A) **Transfer to a third party**

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

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

B) **Closing, regionalization or modification**

When, due to the complete closing of a college, the complete or partial closing of an option, the complete or partial regionalization of options, modifications to the basic regulation or modifications to teaching programs decreed by the competent authorities, there is a surplus of tenured professors or a loss of part-time teaching positions in a college, the provincial parties, within the framework of clause 2-2.03, may agree on specific ways to settle such surplus or loss. Failing an agreement, the job security provisions of this agreement shall apply to the professors concerned, in accordance with the provisions respecting tenured and non-tenured professors.

5-4.04 Convening of the LRC before placing professors on availability

When the College reduces the number of its tenured professors within a subject, it shall call a meeting of the Labour Relations Committee before placing professors on availability.

5-4.05 Determining the number of professors to be placed on availability

The number of surplus professors within a subject (or what has been agreed to under the terms of clause 5-1.05), shall be established on the basis of the positive difference between:

a) on the one hand, the number of tenured professors employed by the College in this subject in a given year;

and,

b) on the other hand, the sum total of teaching positions in accordance with clause 8-5.09 and the number of full-time teaching loads planned for the subject in the next teaching year.

The total number of positions mentioned in paragraph b) shall be increased if necessary, by the number of professors mentioned in paragraph a) who would be placed on availability yet assured of being paid a full salary by the College, taking into account their projected teaching load and other duties that they have agreed to do, on the condition that this would not result in having to place or maintain on availability, in that subject, a professor with more seniority or, seniority being equal, a professor with experience or, experience being equal, a professor with more years of schooling.

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

5-4.06

A) **Notice of placement on availability**

When there is a surplus of professors in a given subject as a result of the application of clause 5-4.05, the College shall place tenured professors on availability. The College shall begin with the professor who has the least seniority on the last day of the current contract year or, seniority being equal, with the one who has the least experience or, experience being equal, with the one who has the fewest years of schooling, in accordance with the criteria provided for in the collective agreement and subject, if applicable, to any affirmative action program established under article 2-4.00.

A professor who is placed on availability under the terms of this clause shall receive written notice to this effect between May 1 and May 31. The College shall not be required to give the above notice to a professor who has already been placed on availability and who has remained on availability ever since.

Cancellation of placement on availability

B) No later than the following October 30, the College shall cancel the availability status of a professor if it finds that an expected surplus of personnel in his/her subject, established in accordance with clause 5-4.05, has not occurred, in terms of the number of positions determined by the application of clause 8-5.09.

Also until October 30, the College shall cancel the placement on availability of a professor who has received a full-time teaching load, unless he/she makes a request to the contrary no later than seven (7) days after receiving said teaching load.

A professor who requested that he/she remain on availability may ask for its cancellation until October 30, subject to the terms of clause 5-4.07, paragraph H).

C) After October 30, the College shall cancel the placement on availability of all full-time professors. This shall be done the moment a professor receives a full-time teaching load. However, in the case where the cancellation occurs after May 1, it shall apply only to the contract year in which the professor actually received said teaching load and shall not result in the placement on availability being cancelled for the following year.

This paragraph also applies to a professor who would have obtained or reached a full-time teaching load if he/she would not have been relocated to an annual substitute teaching load.

D) Furthermore, at any time, the College shall cancel the placement on availability of a professor who is assured of being paid a full salary by the College, taking into account all of his/her teaching duties and other duties that he/she has agreed to do, on the condition that, in his/her discipline, there are no professors on availability with more seniority on the last day of the current contract year or, seniority being equal, with more experience or, experience being equal, with more years of schooling. However, in this case, it the cancellation of the placement on availability is made after May 1, it shall apply only to the contract year during which a full salary was been paid and it shall not result in the cancellation being applied for the following contract year.

E) **Notice to the placement office**

Should the availability status of a professor be cancelled, the College shall notify the placement office, which in turn shall strike the name of the professor from its lists.

5-4.07
The following provisions shall apply to a tenured professor who is placed on availability:

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

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

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

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

B) **First (1st) list – Information forwarded by the placement office**
The placement office shall, no later than June 10, send each professor on availability registered with the placement office an identical list indicating:

1) the teaching positions available, as well as the annual full-time substitution teaching loads for each college and for each subject, and indicating the language of instruction;

2) the names of the professors who have been placed on availability, of those who wish to exercise their right to return and, for each one, his/her seniority on the last day of the current contract year, experience, years of schooling, subject, college and language of instruction.

Similarly, the placement office shall, no later than June 10, send each college and union the names of all full-time non-tenured professors stating in each case seniority on the last day of the current contract year, experience, years of schooling, subject, college and language of instruction.

C) **Second (2nd) and third (3rd) list – Information forwarded by the placement office**

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

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

D) **Rights and obligations of a professor placed on availability**

Position – Relocation on a voluntarily basis

A professor shall express his/her intention to be relocated voluntarily in accordance with subparagraphs 4 (first (1st) paragraph) and 5 of paragraph a) of clause 5-4.17. He/she shall express his/her choice of positions available in his/her college's zone or in a college in another zone in his/her subject in order of preference.

The professor shall express his/her intention to be relocated voluntarily in accordance with subparagraphs 10 to 13 of paragraph a) of clause 5-4.17. He/she shall express his/her choice of positions available in his/her college's zone or in a college in another zone in another subject in order of preference. However, for a professor who benefits from a retraining program under clause 5-4.22 and who is covered by subparagraphs 11 and 13 of paragraph a) of clause 5-4.17, notice of these choices may be given only for positions available when the first (1st) list is published.

Position – College in the same zone

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

Position – College in another zone

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

Position – College in the same sector

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

Annual full-time substitute teaching load – College in the same zone

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

Period to advise placement office of choice
Notice of these choices shall be given in writing to the placement office no later than seven (7) days after one of the lists mentioned in paragraphs B) and C) of this clause is received.

Professor exempted from the relocation process
A professor placed on availability who, taking into account all of his/her teaching duties and any other duties that he/she has agreed to perform, earns or is assured of earning a salary at least equivalent to his/her guaranteed salary protection in proportion to an individual teaching load of eighty (80) credits shall not be required to be relocated or reassigned to an annual full-time replacement teaching load in another college and shall not be required to express any of the choices mentioned in the preceding paragraphs. In this case, the College shall inform the placement office of the professor's name.

Furthermore, a professor on availability shall be exempt from all relocations, if he/she is covered by clause 5-5.17, starting from the end of the one hundred four (104) weeks, or by clause 5-4.21 and 5-4.22, paragraph H); he/she shall not be required to be relocated or reassigned to an annual full-time replacement teaching load in another college and shall not be required to express any of the choices mentioned in the preceding paragraphs. In this case, the College shall inform the placement office of the professor's name.

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

1. For the application of clause 5-4.17; paragraph a), subparagraph 6:

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

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

      If more than one professor has been on availability for the same number of years, the placement office shall select the professor with the least seniority on the last day of the contract year preceding the year of the position to be filled or, seniority being equal, the professor with the least experience or, experience being equal, the professor with the least schooling.

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

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

If more than one professor has been on availability for the same number of years, the placement office shall select the professor with the least seniority on the last day of the contract year preceding the year of the position to be filled or, seniority being equal, the professor with the least experience or, experience being equal, the professor with the least schooling.

2. In the case where a professor placed on availability is assured of a teaching load at least equivalent to his/her guaranteed salary protection in proportion to an individual teaching load of eighty (80) credits has already expressed a choice in accordance with paragraph D), the placement office cannot offer him/her a position or an annual replacement teaching load unless said position or teaching load corresponds to his/her choice and, in the case where no choice has been made, the placement office cannot offer him/her any position or annual replacement teaching load.

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

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

F) **Response deadline and rights and obligations following an offer from the placement office**

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

1. **Position offered in a professor's subject**
   The teaching position offered is available, in the same subject for which the professor was hired or, subject to the last paragraph of clause 5-4.17, that the professor was teaching the year he/she was placed on availability, and instruction is to be given in the language in which the professor taught at the time he/she was placed on availability unless he/she also wants to teach in another language. The college shall accept such professor.

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

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

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

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

Filling of position or annual substitute teaching load deferred to the winter semester

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

A professor covered by this paragraph to whom the placement office offers a position or an annual substitute teaching load in another college and for whom a full-time teaching load is available for the fall semester in his/her college of origin shall not fill that position or the annual substitute teaching load until the winter semester. However, notwithstanding paragraph G) of this clause, his/her availability status and

relocation or his/her relocation to an annual substitute teaching load shall be cancelled if the conditions provided for in paragraph B), C) or D) of clause 5-4.06 are in place no later than December 10, in his/her case and in his/her college of origin.

Moreover, a professor covered by this paragraph to whom the placement office offers a position in another college after the beginning of courses in such college shall accept it, but shall not be obliged to fill the position until the following semester. During this period, he/she shall maintain his/her employment relationship with the college that placed him/her on availability and his/her salary protection in accordance with paragraph I) of this clause. He/she shall accept any assignment that a professor on availability, but not yet relocated, must accept.

Obligation to accept an annual full-time substitute teaching load

Unless he/she is already assured of a teaching load in his/her college at least equivalent to his/her salary protection calculated in proportion to an individual teaching load of eighty (80) credits, a professor who has not yet been relocated shall accept an annual full-time substitution teaching load in a college in his/her college's zone. However, when a tenured professor on the placement office's list is assigned to such duties in another college, his/her name remains on the placement office's list and he/she shall return to his/her original college at the end of the teaching year.

Possibility to occupy a position in a different zone

Subject to the first (1st) subparagraph of this paragraph, a professor shall never be required to accept a position in a zone other than that of the college in which he/she was teaching at the time that he/she was placed on availability. If a professor accepts a position in a college in another zone, he/she shall not be required to accept a position outside this new zone, subject to the first (1st) subparagraph of this paragraph.

Assignment when several candidates benefit from the same hiring priority

In the case of priority provided for in subparagraphs 2, 4 (first (1st) paragraph), 5, and 10 to 13 of paragraph a) of clause 5-4.17, where several professors placed on availability benefit from the same hiring priority, the professor with the most seniority on the last day of the contract year preceding the year of the position to be filled shall be obliged to accept the position.

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

G) **Transfer of rights of a professor relocated to a position**

A professor who is relocated in accordance with the provisions of this clause shall transfer all his/her rights when he/she moves to his/her new college, to the extent that these rights are compatible with the provisions of the collective agreement in force at the college that hires him/her. Moreover, he/she shall be considered to have resigned

from his/her former college, at the expiry of the five (5) days pertaining to a professor's right to return, as provided for in the first (1st) subparagraph of paragraph A) of this clause.

H) **Loss of job security**

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

However, the provisions of this paragraph shall not apply to professors covered by the second-to-last paragraph of paragraph D) above, if the position or the teaching load offered does not correspond to the choices expressed or if no choices were expressed.

Waiving salary protection

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

a) the professor shall no longer be entitled to salary protection as of:

- the beginning of the contract year for a position offered on the first (1st) or second (2nd) list;

  or

- October 15 for a position offered on the third (3rd) list;

b) the terms and conditions provided for in clauses 5-15.01 and 5-15.02 shall apply as if the professor were on leave without pay as of the date on which salary protection ceases to be paid, with the exception of seniority, which the professor shall continue to accumulate as if he/she were working full-time;

c) he/she may make a choice in accordance with paragraph D) of this clause and the placement office may only offer him/her a position if it corresponds to such choice; if no choice is expressed, the placement office shall not offer the professor a position.

I) **Professor not relocated to a position or assigned to an annual full-time substitute teaching load**

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

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

If a professor has not been relocated or assigned to annual full-time substitute duties, he/she shall accept teaching duties in his/her college, failing which he/she shall have his/her name stricken from the list of professors benefiting from job security and he/she shall be deemed to have resigned. Such teaching load may include summer courses if the courses end before June 24; in such a case, the summer courses shall be considered winter courses for the purposes of calculating the individual teaching load and the professor shall be required to give the courses until the end. However, such professor shall not be required to accept a teaching load superior to that corresponding to his/her guaranteed salary protection prorated to an individual teaching load of eighty (80) credits.

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

Moreover, when the teaching load carries over into the professor’s vacation period, the provisions of clause 6-1.07 shall apply.

The total teaching load of a professor covered by this paragraph who assumes a teaching load in continuing education shall be calculated in accordance with clause 8-6.02. In addition, such professor may exchange his/her teaching load in whole or in part with another professor in regular education, after obtaining the agreement of the College, which then informs the department.

J) **Professor with a teaching load lower than his/her salary protection at his/her college of origin**

Unless a professor placed on availability and not relocated elsewhere is already assured, given his/her guaranteed teaching load and other duties he/she agrees to perform, a salary at least equal to his/her salary protection prorated to an individual teaching load of eighty (80) credits, the College may assign him/her, up to the equivalent of the above teaching load, to one or more of the activities provided for in paragraph a) of clause 8-4.01 or, in accordance with the appointment procedures provided for in the collective agreement, one or more of the activities provided for in paragraph b) of this clause or, if he/she is qualified, one or more of the activities described in paragraph c) of this clause. The corresponding individual teaching load, for any given semester, shall be calculated in accordance with the provisions of Appendix I - 1.

Prior to assigning such activities to a professor, unless teaching duties are involved, the College and the Union shall have three (3) weeks to come to an agreement on any project for the use of available teachers proposed by the College or a department and on the date of assignment. If there is no agreement once this deadline has expired, the College may proceed with the professor's assignment to the activities referred to in the preceding paragraph, without requiring his/her consent as provided for in paragraph c) of clause 8-4.01. In such a case, the professor shall be informed five (5) working days before the beginning of the assignment.

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

K) **Intrasectorial relocation**

Moreover, a professor on availability shall be entitled to the provisions of clause 5-4.25.

L) **Single program closed in the zone**

In the case of a single closed program in the College's zone, no later than June 1 of the contract year during which the program is closed, a professor of the subject related to the specific training of the program who is placed on availability or who has already been placed on availability and remains on availability shall be notified once, in writing, that the program is closed. Similarly, a professor who is placed on availability during the following contract years shall be so notified.

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

1. Upon written request and provided he/she resigns, payment of a severance package equal to one (1) month's salary (based on his/her education and experience) for each year of service at the College as a professor up to a

maximum of twelve (12) months' salary. The amount of the benefit shall be calculated as of the beginning of the contract year following the notice provided for in the first (1st) subparagraph of this paragraph.

2. Retraining for a reserved position in accordance with clause 5-4.21.

3. Preretirement leave in accordance with the terms and conditions of clause 5-4.15, granted if he/she is eligible for retirement or early retirement at the end of the leave under one of the retirement plans in effect in the public and parapublic sectors. The leave shall begin as of the beginning of the contract year following the notice provided for in the first (1st) subparagraph of this paragraph.

The professor shall make a choice only once during the period provided for in the second (2nd) subparagraph of this paragraph and his/her decision to avail himself/herself of a measure shall be final.

5-4.08 Full-time non-tenured professor

A full-time non-tenured professor shall benefit from the following provisions beginning April 1 of the contract year and ending on April 30 of the second (2nd) contract year following the termination of such contract:

a) the name of each professor shall be registered with the placement office no later than May 31 of his/her contract year. A list of all registered professors shall be sent to every college and union by the placement office;

b) at his/her request, a non-tenured full-time professor shall receive the lists of positions and annual substitute teaching loads for his/her subjects;

c) he/she shall be provided with the necessary application form by his/her college, in order that he/she may benefit from the priorities provided for in subparagraphs 9 and 14 of paragraph a) of clause 5-4.17;

d) a professor benefiting from subparagraphs 9 and 14 of paragraph a) of clause 5-4.17 shall apply in writing to the colleges concerned for the positions and teaching duties of his/her choice within seven (7) days following the publication of a list on the Internet in accordance with paragraph b) of clause 5-4.11.

5-4.09 Obligations of the College

Each college shall:

a) send the placement office, no later than May 31, the names of full-time non-tenured professors, their seniority on the last day of the current contract year, as well as any information requested by the placement office;

b) send the placement office, no later than May 31, the names of professors placed on availability, their seniority on the last day of the current contract year, as well as any information requested by the placement office;

c) send the placement office, no later than May 31, the list of all teaching positions available on that date for the next teaching year. The same procedure shall apply until September 30 each time the College fills a position;

d) send the placement office, no later than May 31, the list of annual full-time substitute teaching loads available on that date for the next teaching year. The same procedure shall apply until August 5 each time the College fills such a teaching load;

e) inform the placement office of the acceptance of a position by a professor from the College registered with the placement office;

f) inform the placement office of the acceptance or refusal of a professor referred to the College by the placement office;

g) inform the placement office of the name of the professor placed on availability and covered by the provisions of clause 5-4.07 D) fifth (5^{th}) or sixth (6^{th}) subparagraph, or by clause 5-4.07 H), third (3^{rd}) subparagraph;

h) inform the placement office of the acceptance of an annual replacement teaching load or of a full-time teaching load in continuing education by a professor from the College who is registered with the placement office.

5-4.10 Dates at which the College can hire and registration obligations of the College with the placement office

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

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

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

5-4.11 Duties of the placement office

The placement office is an employer-operated service which performs the operations required for the relocation of professors within the college network in accordance with this article. In particular, it performs the following functions:

a) it draws up the lists and collects the information necessary for the application of this article;

b) it forwards the lists provided for in subparagraphs 1) and 2) of paragraphs B) and C) of clause 5-4.07 to the professors on availability covered by clause 5-4.08 b) and, at the same time, makes them available on the Internet; it forwards the lists and the information collected as provided for in this article to the Union, the FNEEQ (CSN), the College, the Fédération des cégeps and the Ministère. It also forwards the results of all relocation operations no later than November 15 to the professor on availability concerned as well as to the above-mentioned bodies; this report shall contain the choices, refusals and relocations of the professors on availability concerned;

c) for the purposes of relocating professors who have been placed on availability, it verifies and, if necessary, corrects their seniority, making sure that the calculation of a professor's recognized seniority is in accordance with the rules of the collective agreement in effect at the time said seniority was acquired. It applies, if applicable, the provisions of Appendix II - 5;

d) in addition, and for the same purposes, in the case of subjects with several specializations, it establishes the specializations within a subject that a professor whose name is registered on the list is capable of teaching;

e) it forwards the results of its verifications of seniority, the corrections made and the establishment of new specializations within a subject to the parity placement committee. The joint committee examines the proposed solutions and makes recommendations. If there is no agreement, the chair makes a final decision, which may not be appealed.

5-4.12 <u>Parity placement committee</u>

The provincial parties agree to set up a parity placement committee:

a) The parity placement committee shall be made up of representatives of the FNEEQ (CSN), the Ministère, the Fédération des cégeps and the FEC (CSQ).

b) Once the collective agreement has taken effect, the parties on the committee shall agree on the choice of a chair; in the event that the chair resigns or is incapacitated, the parties on the committee agree to find a substitute.

If no agreement can be reached as to the appointment of a chair within ninety (90) days following the date the collective agreement takes effect, the chair shall be appointed by the Minister of Labour.

If no agreement can be reached as to the appointment of a replacement for the parity placement committee chair within thirty (30) days of the chair's resignation or inability to act, the replacement shall be appointed by the Minister of Labour.

c) The parity placement committee shall meet at the request of any party represented on the committee.

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

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

f) The mandate of the parity placement committee shall be to:

1. watch over the interests of the parties to this agreement in matters concerning the placement of personnel;

2. advise the placement office concerning the execution of its mandate;

3. carry out the operations for which it is responsible under clause 5-4.11 e);

4. carry out the operations for which it is responsible under clauses 5-4.21, 5-4.22, 7-6.03 and 7-7.05. In this case, the representatives of FNEEQ (CSN), the Ministère, the Fédération des cégeps and the chair shall be the sole participants.

5-4.13 Moving expenses

A professor who has been placed on availability and who has to move as a result of the application of the rules listed in clause 5-4.07 of this agreement shall be entitled to moving expenses as provided for in Appendix II - 3, with the exception of professors relocated under subparagraphs 5, 6 (subparagraph 3) and 12 and 13 of paragraph a) of clause 5-4.17, who shall exercise their right to return in accordance with paragraph A) of clause 5-4.07.

Such reimbursement is usually only possible if the new college is located outside the zone of the professor's college of origin. However, the College may authorize reimbursement in other cases.

5-4.14 Pension plans

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

5-4.15 Preretirement leave

a) In order to avoid placing or keeping professors on availability and at a professor's request, the College may grant preretirement leave under the following conditions: the professor shall have tenure and be eligible for retirement or early retirement at

the end of his/her pre-retirement leave, under the terms of one of the pension plans in effect in the public and parapublic sectors.

b) Preretirement leave shall be of one (1) full year's duration with full salary. The year on preretirement shall be counted as a year of service for the purposes of the different pension plans in effect in the public and parapublic sectors.

While on leave, the professor shall enjoy all rights and benefits provided for in the collective agreement, provided they are compatible with this type of leave.

c) At the conclusion of his/her preretirement leave, the professor shall retire.

d) This clause shall not prejudice the rights of a professor who is already benefiting from the right to preretirement leave.

5-4.16 Application of hiring priority

a) In a given year, a professor at the College may exercise the priorities provided for in clause 5-4.17 until a full-time teaching equivalence of one (1) is reached. This paragraph shall not require the College to assign to a professor a teaching load in excess of fifty-five (55) credits in any given semester.

As regards hiring priorities provided for in paragraph b) of clause 5-4.17, a non-tenured professor who has a part-time teaching load may refuse any course additional to the teaching load previously assigned, unless this addition leads to the creation of a position.

Furthermore, the use of a priority provided for in clause 5-4.17, paragraphs d) and e) by a non-tenured professor shall not require the College to assign to that professor a total teaching load in excess of 0.6875 during the course of a single semester or in excess of 1 for a given teaching year as calculated using the following equation:

$$\text{Total teaching load of the professor} = \frac{\text{CI}}{80} + \frac{\text{total number of teaching periods as an hourly paid professor}}{525}$$

b) For the purposes of job priority, a non-tenured professor teaching in continuing education, giving summer courses or doing substitute teaching whose workload as calculated using the following equation:

$$\frac{\text{CI}}{80} + \frac{\text{Number of teaching periods}}{525} \text{ reaches } 1$$

shall have the title of a full-time professor.

c) Non-tenured professor on disability

A non-tenured professor who is disabled may signify his/her job priority as provided for in clause 5-4.17.

During his/her period on disability, the position or workload obtained by priority shall be held for him/her until he/she is able to come back to work. From that date on, the professor shall hold the position or workload.

However, the seniority associated with the position or workload shall be recognized as if the professor had held it from the beginning, up to a maximum of one hundred four (104) weeks.

In addition, the seniority shall not be credited for the purposes of acquiring tenure.

Salary insurance benefits shall be based on the position or workload held for the professor, up to one hundred and four (104) consecutive weeks.

5-4.17 Priority order

Barring stipulations to the contrary, the seniority used by the College for the purposes of applying and interpreting this clause shall be the one mentioned in the seniority list as provided in article 5-3.00.

a) Hiring priorities for teaching positions

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

If several professors have equal priority for the same position in the same subject, the College shall hire, without going through the selection committee as provided for in the collective agreement, the professor who has the most seniority and, seniority being equal, the professor who has the most experience and, experience being equal, the professor who has the most schooling subject, if applicable, to any affirmative action program established in accordance with article 2-4.00, with respect to priority 4 (subparagraph 2), 6 (subparagraph 4) and priorities 7 to 9 and 14 to 19. However, in cases where seniority, experience and schooling are identical, the placement office shall forward the professors' files to the College concerned so that a selection can be made by the selection committee provided for in the collective agreement.

However, if several candidates without any seniority have equal priority for the same position in the same subject, the College shall hire the candidate who has the furthest official hiring date and, this date being equal, the candidate who has the furthest date of recommendation by the selection committee and, this date being equal, according to the hiring priority determined by the selection committee, irrespective of his/her given teaching load.

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

A position cannot be refused a non-tenured professor in the subject in question if he/she has at least three (3) years' seniority on the last day of the contract year preceding the year of the position to be filled and if his/her application was not analyzed by the selection committee.

The professor covered by a general service offering, as provided for in clause 5-1.11, shall not have to apply in writing.

The hiring sequence shall be as follows:

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

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

   or

   a tenured professor at the College in the subject where a professor has been placed on availability, provided he/she applied in writing in accordance within the time frame provided for in the collective agreement for a position in another subject;

3. a tenured professor for whom the College reserves a position in accordance with paragraph E) of clause 5-4.21;

4. a professor placed on availability from another college in the same zone, who indicates his/her intention to be relocated on a voluntary basis and who is referred to the College by the placement office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07 for a teaching position in his/her subject;

   or

   a non-tenured professor with at least ten (10) years of seniority on the last day of the contract year preceding the year in which the position is to be filled, for the period ending the third (3rd) year immediately following the termination of his/her last contract in the same subject as that of the available teaching position, provided he/she applies in writing within the time frame provided for in the collective agreement;

5. a professor placed on availability from another college in another zone, who indicates his/her intention to be relocated on a voluntary basis and who is referred to the College by the placement office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07 for a teaching position in his/her subject;

6. a professor placed on availability from another college in the same zone who is referred to the College by the placement office in accordance with the provisions of subparagraph 1 of paragraph F) of clause 5-4.07 for a teaching position in his/her subject;

   or

   a professor placed on availability from another college in another zone in the subject related to the specific training of the closed program, who is referred to the College by the placement office in accordance with the provisions of paragraph E) of clause 5-4.07 for a teaching position in his/her subject;

   or

   a professor placed on availability from another college in the sector who is referred to the College by the placement office in accordance with the provisions of paragraph E) of clause 5-4.07, for a teaching position in his/her subject;

   or

   a non-tenured professor with at least seven (7) years of seniority on the last day of the contract year preceding the year of the position to be filled, for the period ending the third (3rd) year immediately following the termination of his/her last contract in the same subject as that of the available teaching position, provided he/she applies in writing within the time frame provided for in the collective agreement;

7. a non-tenured professor at the College with less than nine seven (7) of seniority on the last day of the contract year preceding the year of the position to be filled, for the period ending with the third (3^{rd}) year immediately following the termination of his/her last contract in the same subject as that of the available teaching position, provided he/she applies in writing within the time frame provided for in the collective agreement;

8. a non-tenured full-time professor at the College, for a position in another subject, provided he/she applies in writing within the time frame provided for in the collective agreement;

9. a non-tenured full-time professor from another college, for as long as he/she is registered with the placement office, for a position in the subject indicated in his/her full-time contract, provided he/she applies within the time limit provided for in the collective agreement using the form appearing in Appendix II - 4;

10. a professor placed on availability from another college in the same zone who indicates his/her intention to be relocated on a voluntary basis and who is referred to the College by the placement office in accordance with

subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another subject;

11. a professor placed on availability from another college in the same zone who benefits from retraining for a reserved position in another college in accordance with the provisions of clause 5-4.22 and who indicates his/her intention to be relocated on a voluntary basis, and who is referred to the College by the placement office in accordance with the provisions of subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another subject;

12. a professor placed on availability from a college in another zone who indicates his/her intention to be relocated on a voluntary basis and who is referred to the College by the placement office in accordance with subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another subject;

13. a professor placed on availability from a college in another zone who benefits from retraining for a reserved position in another college in accordance with the provisions of clause 5-4.22 and who indicates his/her intention to be relocated on a voluntary basis, and who is referred to the College by the placement office in accordance with the provisions of subparagraph 2 of paragraph F) of clause 5-4.07, for a position in another subject;

14. a non-tenured full-time professor from another college, for as long as he/she is registered with the placement office, for a position in another subject, provided he/she applies within the time limit provided for in the collective agreement using the form appearing in Appendix II - 4;

15. a professional on availability from the College or a member of the support staff on availability at the College, provided he/she states, in writing, his/her intention to occupy a position in the subject; the College shall refer the applicant to the selection committee provided for in the collective agreement;

16. a tenured professor at the College, for a position in another subject, provided he/she applies in writing with the time frame provided for in the collective agreement;

17. an administrator who has already been a tenured professor at the College, for each of the three (3) years following the year of his/her appointment as an administrator, provided he/she applies in writing within the time frame provided for in the collective agreement;

18. an employee from another category of employment whom the College wishes to assign to temporary teaching duties under the provisions regarding provisional assignment pertaining to this other category of employment; the College shall consult the selection committee provided for in the collective agreement on such application;

19. a secondary school teacher placed on availability by a school board or a school service centre, who is referred to the College by the placement office in accordance with the provisions of clause 5-4.25.

b) <u>Hiring priorities for other teaching loads in the regular program</u>

When the College fills a teaching load in the regular program other than a teaching position, it shall hire a professor in the order of priority set out below.

If several professors have equal priority for the same position in the same subject, the College shall hire, without going through the selection committee as provided for in the collective agreement, the professor who has the most seniority and, seniority being equal, the professor who has the most experience and, experience being equal, the professor who has the most schooling, subject, if applicable, to any affirmative action program established in accordance with article 2-4.00, with respect to priority 3 (subparagraph 1) and priorities 5 to 7. However, in cases where seniority, experience and schooling are identical, the placement office shall forward the professors' files to the selection committee provided for in the collective agreement.

However, if several candidates without seniority have the same priority on the same teaching load, in the same subject, the College shall hire the candidate who has the furthest official hiring date and, this date being equal, the candidate who has the furthest date of recommendation by the selection committee and, this date being equal, according to the hiring priority determined by the selection committee, irrespective of his/her given teaching load.

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

A teaching load covered by this paragraph cannot be refused a non-tenured professor in the subject in question if he/she has at least three (3) years' seniority on the last day of the contract year preceding the year of the teaching load to be filled and if his/her application was not analyzed by the selection committee.

The professor covered by a general service offering, as provided for in clause 5-1.11, shall not have to apply in writing.

The hiring sequence shall be as follows:

1. a professor from the College covered by paragraph I) of clause 5-4.07 for a teaching load in his/her subject, subject to difficulties of a pedagogical nature;

2. a professor placed on availability from another college in the same zone, who is referred to the College by the placement office for full-time replacement teaching duties in his/her subject, subject to difficulties of a pedagogical nature;

   or

a non-tenured professor at the College with at least seven (7) years' seniority on the last day of the contract year preceding the year of the teaching load to be filled for the three (3) years following the end of his/her last contract in the same subject as the available teaching load, if he/she applies in writing within the time frame provided for in the collective agreement;

3. a non-tenured professor at the College having at least three (3) years' seniority on the last day of the contract year preceding the year of the teaching load to be filled, for the three (3) years following the end of his/her last contract in the same subject as the available teaching load, provided he/she applies in writing within the time frame provided for in the collective agreement;

   or

   a professor at the College covered by clause 5-4.07 l), for teaching duties in another subject;

4. a tenured professor at the College in a subject where there is already a professor placed on availability, for a teaching load in another subject, if he/she applies in writing within the time frame provided for in the collective agreement;

5. a non-tenured, full-time or part-time professor at the College with less than three (3) years' seniority on the last day of the contract year preceding the year of the teaching load to be filled, for a period of up to three (3) years from the date of termination of his/her last contract in the same subject as the available teaching load, provided he/she applies in writing within the time frame provided for in the collective agreement;

6. an employee from another category of employment whom the College wishes to assign to temporary teaching duties under the provisions regarding provisional assignment pertaining to the category of employment in question; the name of the employee shall be forwarded to the selection committee provided for in the collective agreement;

7. a non-tenured full-time professor from the College, for teaching duties in another subject, during the teaching year following the termination of his/her contract, provided he/she applies in writing within the time frame provided for in the collective agreement.

c) <u>Other applications</u>

Afterwards, without limiting the scope of application of paragraphs a) and b) of this clause, before hiring any other professor for a position or teaching load in the regular program, the College shall consider the following applications, which must be submitted in writing within the time frame provided for in the collective agreement:

- a full-time non-tenured professor at the College during the previous teaching year;

- an hourly paid professor at the College;

- a professor employed by the College who wishes to change subject;

- a professor from another college.

d) Hiring priorities for a teaching load in continuing education

When the College fills a teaching load in continuing education, it shall hire a professor according to the following order of priorities.

If several candidates have equal priority for the same teaching load, in the same subject, the College shall, without going through the selection committee provided for in clause 8-7.03, hire the candidate with the most seniority or, seniority being equal, the candidate with the most experience or, experience being equal, the candidate with the most schooling, subject, if applicable, to any affirmative action program established in accordance with article 2-4.00, with regard to priority 2. However, in cases where seniority, experience, and schooling are identical, the selection shall be made in accordance with the provisions of clause 8-7.03.

However, if several candidates without seniority have the same priority on the same teaching load, in the same subject, the College shall hire the candidate who has the furthest official hiring date and, this date being equal, the candidate who has the furthest date of recommendation determined by the selection process for continuing education and, this date being equal, according to the hiring priority determined during selection, irrespective of his/her given teaching load.

The professor covered by a general service offering, as provided for in clause 5-1.11, shall not have to apply in writing.

The hiring sequence shall be as follows and shall only apply until a full-time teaching equivalence of one (1) is reached:

1. subject to the provisions of clause 5-4.07, paragraph l), a professor placed on availability, for a teaching load in his/her subject, provided he/she applies within the time frame provided for in the collective agreement;

2. a non-tenured professor at the College, for a teaching load in his/her subject, subject to difficulties of a pedagogical nature, for a period of three (3) years from the date of termination of his/her last contract in the same subject as the available teaching duties, provided he/she applies in writing within the time frame provided for in the collective agreement.

Subject to clause 5-4.07, paragraph l) and clauses 5-1.03 and 8-7.07, the professor shall be paid as an hourly paid professor.

e) Hiring priorities for summer courses

When the College fills a teaching load for summer courses, it shall hire a professor in the following order of priority.

If several candidates have equal priority for the same teaching load, in the same subject, the College shall hire the candidate with the most seniority or, seniority being equal, the candidate with the most experience or, experience, being equal, the candidate with the most schooling, subject, if applicable, to any affirmative action program established in accordance with article 2-4.00, with regard to priority 2.

However, if several candidates without seniority have the same priority on the same teaching load, in the same subject, the College shall hire the candidate who has the furthest official hiring date and, this date being equal, the candidate who has the furthest date of recommendation by the selection committee and, this date being equal, according to the hiring priority determined by the selection committee, irrespective of his/her given teaching load.

The professor covered by a general service offering, as provided for in clause 5-1.11, shall not have to apply in writing.

The hiring sequence shall be as follows and shall only apply until a full-time teaching equivalence of one (1) is reached:

1. subject to the provisions of clause 5-4.07, paragraph l), a professor on availability, for a teaching load in his/her subject, provided he/she applies within the time frame provided for in the collective agreement;

2. a non-tenured professor at the College with job priority in the regular teaching program, for a teaching load in his/her subject, provided he/she applies in writing within the time frame provided for in the collective agreement.

Subject to clause 5-4.07, paragraph l) and clause 5-1.03, the professor shall be paid as an hourly paid professor.

f) Activities carried out in the context of the recognition of prior learning and competencies

The College shall offer, first to a professor placed on availability and next to a non-tenured professor who does not hold a full-time workload and who has expressed his/her interest in accordance with clause 8-9.02, any teaching activities pertaining to the recognition of prior learning and competencies in his/her subject.

A professor on availability or a tenured professor in a subject where there is already a professor on availability, who has a teaching load, excluding a teaching position, in the regular program, or in continuing education or for summer courses in a subject other than the one listed in his/her contract or that he/she was teaching during the year he/she was

placed on availability, shall not be deemed to have taught in the new subject for the purposes of relocation.

5-4.18 Extension of hiring priority

The three (3) year period provided for in clause 5-3.07, paragraph e), in the hiring priorities provided for in clause 5-4.17, and the two (2) year period provided for in clause 5-4.08 shall be extended to five (5) years in the case of a non-tenured professor, for his/her subject, who received retraining for a reserved position, as well as for the subject in which a position has been reserved in accordance with the provisions of clause 5-4.21.

This period of extension in hiring priority shall apply:

a) for the hiring priorities granted by virtue of an employment contract during the course of which retraining was authorized: on the date this contract expires;

b) for the hiring priorities granted by virtue of an employment contract that expired before retraining was authorized: on the date the retraining is authorized.

5-4.19 Splitting of a teaching load

For the purposes of this article, if the number of professors allocated to a subject allows, the College shall refrain whenever possible from splitting full-time teaching loads or full-time workloads for one (1) semester.

However, the College facilitates the attainment of a full-time workload for one (1) semester or of a full-time teaching load, by a non-tenured professor employed by the College, by splitting a teaching load subject to paragraph a) of clause 5-4.16.

Moreover, at the request of a non-tenured professor who has a teaching load inferior to a full semester workload in another college, the College shall split a teaching load for the same semester, except for a full semester workload or a full-time teaching load.

5-4.20 Other categories of personnel - tenure

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

5-4.21 Retraining for a reserved position or a deffered and reserved position

A) The retraining program provided for in this clause is available in the following order:

1. Reserved position: to professors placed on availability, as well as to tenured professors who have not been placed on availability, provided that the retraining cancels another professor’s placement on availability or avoids another professor being placed on availability, and for whom the College plans to reserve a position.

2. Deferred and reserved position: to professors placed on availability and for whom the College plans to reserve a deferred position justified by anticipation, in the next two (2) contract years, of the opening of at least one position in another specialty of his/her subject or in another subject due to one of the following reasons:

   - The implementation of a new program;

   - An eventual retirement.

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

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

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

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

C) For any given year, the number of professors in the retraining program under the terms of this clause in colleges where the unions are affiliated with the FNEEQ (CSN), shall be set at twenty-four point eighty-five (24.85) full-time professors or the equivalent. For the purposes of applying this clause, each professor in retraining shall be counted as 0.5 ETC per semester.

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

Furthermore, in any given year, the Ministère may add resources in order to increase the number of professors in retraining. However, these additional resources and the

corresponding retraining shall not be counted toward the twenty-four point eighty-five (24.85) full-time professors or the equivalent and cannot be carried over to the following year.

As of 2011-2012, for any given year, the balance of the twenty-four point eighty-five (24.85) full-time professors or the equivalent provided for in this clause shall be accessible to professors who request leave under article 7-6.00 in order to obtain a degree leading to scales “with Master’s degree” and to step 18 of the single scale in Appendix VI - 1.

D) A professor who wishes to be admitted to the retraining program under this clause shall submit a written proposal to the College. The proposal shall list the objectives of the project as a whole and for each specific year, and clearly indicate the amount of time required.

The College shall evaluate each proposal submitted and shall send to the selection committee for the subject in which a position is to be reserved or deferred and reserved, the proposal submitted by each professor for whom the College intends to reserve a teaching position or a deferred position. Afterwards, but no later than May 15, the College shall send to the parity placement committee the proposals it recommends, as well as all documentation the joint committee may require. The College may recommend a proposal even against or in the absence of a recommendation from the selection committee. The parity placement committee shall advise the College of its decision no later than June 15.

E) Retraining shall be granted on the condition that a teaching position is reserved or that a deferred and reserved position is opened at the placement office, for the professor concerned, in the time periods prescribed in paragraph c) of clause 5-4.09.

The deferred position is reserved for a maximum period of two (2) years starting from the beginning of the retraining. At the end of this period or when the position becomes available, whichever comes first, the position becomes a reserved position and the provisions set out in this clause for the reserved position apply.

However, in the case of a professor covered by paragraph L) of clause 5-4.07, the reserved position may be deferred to no later than the end of the retraining period if a resignation linked to a retirement, effective no later than the end of the retraining, is communicated to the College at the time of the application for retraining.

Starting on June 15, if there are no professors covered by subparagraph 1 of clause 5-4.17 a), the College may reserve a position or a deferred position for a tenured professor after obtaining notice from the parity placement committee advising the College that retraining has been granted to the professor concerned.

Once the College has reserved a position or a deferred position, under the conditions stated in this paragraph, the position shall not be available throughout the retraining period and shall be withheld from the relocation procedures provided for in this article.

The position thus reserved shall be considered an annual substitute teaching load or, in the case of retraining lasting only one (1) semester, a full-time teaching load of one (1) semester, except in the case of a deferred position.

Retraining shall be extended only on the condition that the previous year's retraining program has been successful.

It is the responsibility of the College to verify the success of the retraining on the basis of specific objectives for each semester or year, as the case may be, as identified in the proposal.

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

When a professor is absent for reasons of disability, parental rights, or family, he/she may interrupt his/her retraining for the period he/she is absent without exceeding the maximum period of two (2) years. When the duration of the interruption is effective for a full semester, the retraining shall not be counted for the purposes of paragraph C).

G) If retraining is successful, the new subject shall be added to the professor's contract, for the purposes of applying the collective agreement, and the professor shall be assigned to the reserved position provided the position still exists.

1. In the case of a reserved position, the professor must occupy it upon his/her return for a period equal to the duration of the retraining.

2. In the case of a deferred and reserved position, the College must open this position at the placement office during the contract year where it becomes available, in the time periods prescribed in paragraph c) of clause 5-4.09 and assign same according to the order set out in paragraph a) of clause 5-4.17. If the professor for whom the position was deferred and reserved obtains the position, he/she must occupy same during a period equivalent to the duration of the retraining.

If the professor does not occupy the position, the professor shall reimburse, upon his/her departure, an amount calculated as follows:

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

In the case where the deferred and reserved position cannot be confirmed or if the reserved position no longer exists, a professor who has successfully completed his/her retraining remains on availability in his/her original subject and the new subject shall be added to his/her contract.

If the retraining program is not successful or if it is interrupted for reasons other than those listed in paragraph F), the professor benefiting from a retraining shall remain on availability. He/she shall be considered as having had no retraining whatsoever,

he/she shall not be assigned to the reserved position or the deferred and reserved position, and he/she will be required to reimburse, upon his/her return, twenty per cent (20%) of the salary received for each semester where he/she was in retraining, except for the first two semesters.

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

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

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

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

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

I) The parity placement committee shall award retraining according to the priority order below:

1. to professors covered by paragraph L of clause 5-4.07 (reserved position and deferred and reserved position);

2. to professors for whom a position is reserved;

3. to professors for whom a position is deferred and reserved.

In the case where the parity placement committee must choose between the retraining projects of professors having the same priority, it shall proceed according to the following order:

1. applications for one (1) year or one (1) semester of retraining;

2. applications for two (2) years or three (3) semesters of retraining;

3. applications for three (3) years or five (5) semesters of retraining;

4. applications for four (4) years or seven (7) semesters of retraining.

J) When the parity placement committee must choose between applications covered by subparagraph 1, 2, 3 or 4 of the second subparagraph of paragraph I) it shall grant retraining in the following order:

1. applications from professors placed on availability following the closing other than that covered by clause 5-4.07 L), suspension or modification of a programme of studies in his/her college;

2. applications from professors on availability for a period of two (2) years or more;

3. applications from professors in a subject with a large number of professors on availability.

K) The parity placement committee shall establish the administrative rules concerning retraining on an annual basis.

L) In the case of a temporary interruption of retraining under the terms of paragraph F) or of a definite interruption of retraining under the terms of paragraph G), the College shall inform the parity placement committee at the same time it submits retraining proposals for the following year, of the changes made to the current year's retraining proposals.

5-4.22 Retraining for a reserved position in another college

A) The granting of retraining for a reserved position in another college, in accordance with article 5-4.24, shall be available to professors placed on availability, as well as to tenured professors who have not been placed on availability, provided that the retraining cancels another professor's placement on availability or avoids another professor's being placed on availability**.**

A professor placed on availability who has the most seniority on the last day of the contract year where the retraining is granted may exchange his/her status of being placed on availability with a tenured professor not placed on availability who requests it. This substitution shall take effect no later than June 27.

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

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

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

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

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

C) For any given year, the total number of professors in retraining as per this clause is allocated by the Ministère.

D) A professor who wishes to be granted, on a voluntary basis, a reserved position in another college shall submit to the College, in writing, a retraining project stating the targeted objectives both for the overall project and for each year, in addition to clearly specifying the duration of the project. Subsequently, no later than May 15, the College provides the Joint Placement Committee with the retraining project submitted by the professor, who shall commit to selecting positions based in accordance with the terms and conditions provided for in paragraph D) of clause 5-4.07.

E) When a selected position by the professor is available in another college, the placement office sends this college the professor's retraining project, and the terms of paragraph F) of clause 5-4.07 apply.

F) When the seven (7) day deadline provided for in paragraph F) of clause 5-4.07 has expired, a college may reserve a position for a professor from another college, provided he/she meets the conditions of subparagraph 2 of paragraph F) of clause 5-4.07.

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

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

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

H) For the duration of his/her retraining, the professor relocated to a reserved position in another college is considered to be employed by his/her college of origin. He/she receives a full annual salary shall maintain the rights and benefits to which he/she is entitled during the teaching year. He/she shall be exempt from relocation for the duration of his/her retraining**.**

I) For the duration of the retraining, the College having granted a reserved position monitors the success of the retraining based on the semi-annual or annual objectives, as the case may be, identified in the project. The continuation of the retraining is conditional to the success of the previous year's retraining. The College having granted a reserved position informs the College of origin of the professor's progress in his/her retraining project.

J) At the end of his/her retraining, insofar as the retraining is successful and if the reserved position in the other college still exists, the professor is then hired by the College having granted the reserved position, and he/she transfers all his/her rights in accordance with the terms and conditions provided for in paragraph G) of clause 5-4.07. In this case, the new subject or the new specialization in the same subject shall be added to the subject(s) already in the professor's contract for the purposes of applying the collective agreement in his/her new college.

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

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

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

K) If the retraining program is not successful or if it is interrupted for reasons other than those listed in paragraph G) of this clause, the professor benefiting from a retraining shall remain on availability. He/she shall be considered as having had no retraining whatsoever, he/she shall not be assigned to the reserved position, and will be required to reimburse, upon his/her return, twenty per cent (20%) of the salary received for each semester where he/she was in retraining, except for the first two (2) semesters**.**

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

If the position is not assigned as expected, it shall cease to be a reserved position and the replacement professor holding the position shall be considered as having held a position or a full-time teaching load of one (1) semester, as the case may be,

for the duration of the retraining program but allowing no retroactive granting of tenure.

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

M) In the case of a temporary suspension of the retraining in accordance with paragraph G) or the interruption of the retraining in accordance with paragraph K) of this clause, the College having reserved a position shall inform the Joint Placement Committee, along with the next year's retraining projects, of the changes made to the current year's retraining projects.

N) The criteria used for the granting of retrainings are the same as the ones provided for in paragraphs I) and J) of clause 5-4.21.

5-4.23 Retraining related to the revision of a technical program

A. The retraining program provided for in this clause is accessible to tenured professors of the specific component of a revised technical program. The professor's retraining must allow him/her to upgrade his/her vocational competencies in order to meet the new requirements of the revised program.

B. The Ministère shall establish a list of revised technical programs on an annual basis.

C. As of 2006-2007, the balance of unused resources for 2002-2003 for retraining for reserved positions as provided for in clause 5-4.21 C) shall be accessible for purposes of subject training as a result of the revision of a technical program, until such resources are exhausted.

D. A professor who wishes to take retraining because of the revision of a technical program shall submit a proposal to the College in writing. The proposal shall indicate the program in question, the professor's objectives, the relationship with the revision of the program, and the description and duration of the training requested. The retraining project may be full-time or part-time. The duration of the project shall not exceed two (2) semesters. It shall be awarded in the form of a leave (CI_L).

The College shall analyze proposals submitted and consult the departments of the specific component of the program in question. Afterwards, but no later than May 15, the College shall send to the parity placement committee the proposals it recommends, as well as all documentation the joint committee may require. The College may recommend a proposal even against or in the absence of a recommendation from the department concerned. The parity placement committee shall advise the College of its decision no later than June 15.

It is the responsibility of the College to verify the success of the retraining on the basis of the objectives for each semester or year, as the case may be, as identified in the proposal.

E. When a professor is absent for reasons of disability, of parental rights or family, he/she may interrupt his/her retraining for the period he/she is absent without exceeding the maximum period of two (2) years. When the duration of the interruption is effective for a full semester, the retraining shall not be counted for the purposes of paragraph C).

If the retraining program is interrupted for reasons other than those listed in the preceding paragraph, the professor shall notify the College. In such a case the retraining shall end and the professor shall resume a teaching load in accordance with terms and conditions to be agreed upon by the professor and the College.

If a professor cannot resume retraining following the maximum period of two (2) years, the retraining shall end and the professor shall resume the status that was his/hers prior to his/her retraining.

F) While on retraining, the professor shall receive the salary he/she would receive were he/she at work and shall benefit from all rights and privileges to which he/she is entitled during a teaching year.

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

H) The parity placement committee shall grant retraining in the following order of priority:

1. applications for less than one (1) semester of retraining;

2. applications for one (1) semester of retraining;

3. applications for one (1) year of retraining.

5-4.24 <u>Employability and termination of employment measures</u>

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

a) payment, provided he/she resigns, of a severance package whose amount and duration are set out by the Ministère based on the administrative rules in effect;

b) granting of a preretirement leave whose duration is set out by the Ministère based on the administrative rules in effect;

c) granting of a leave without pay, for a maximum duration of five (5) years, during which the professor shall continue to participate in the basic health insurance plan, in

accordance with the terms and conditions provided for in clauses 5-5.01 and 5-5.15. Moreover, provided the master policies and the plans so permit, he/she can benefit from the other insurance and retirement plans, provided he/she bears the cost; upon his/her return, he/she shall have his/her relevant experience recognized under article 6-2.00;

d) granting of a service loan for a maximum duration of five (5) years in accordance with the terms and conditions provided for in article 5-21.00;

e) granting of retraining for a reserved position in another college in accordance with the terms and conditions provided for in clause 5-4.22;

f) for a professor placed on availability in the subject related to the specific training of a single closed program in the college's zone and who has no teaching load, granting of a leave equal to one day per week (20%), during a single semester in order to take part in a career change process; in this case, the obligation to accept a teaching load as per paragraph l) of clause 5-4.07 is reduced to sixty per cent (60%) of eighty (80) units and the leave granted is calculated based on Appendix I - 1 (CI_L); moreover, he/she may get a refund of the professional fees resulting from his/her career change process, in accordance with the administrative rules set out by the Ministère;

g) reimbursement, from the time of tenure and upon producing supporting vouchers, of a specialized firm's professional fees for seeking employment for the spouse of a professor relocated to a position on a voluntary basis outside the zone or retraining for a reserved position in another college outside the zone. The amount reimbursed is established by the Ministère in accordance with the administrative rules in effect;

h) payment, from the time of tenure, of a moving allowance which replaces the one provided for in Appendix II - 3 for a professor relocated to a position on a voluntary basis outside of zone or retraining for a reserved position in another college outside of zone; the amount of this additional moving allowance is established by the Ministère in accordance with the administrative rules in effect.

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

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

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

- the professor placed on availability who has the most seniority on the last day of the contract year where the retraining is granted and, seniority being equal, who has the most experience, or experience being equal, who has the most years of schooling may exchange his/her status of being placed on availability with a tenured professor not placed on availability who makes a written request;

- if more than one tenured professor not placed on availability make a request, the College shall accept the substitution request from the one who has the most seniority on the last day of the contract year where the measure is granted or, seniority being equal, from the one who has the most experience, or experience being equal, from the one who has the most years of schooling;

- this substitution shall take effect on the date the measure is granted, and the professor who requested the substitution is then deemed to have received his/her notice of placement on availability provided for in clause 5-4.06 as of the date when the measure is granted;

- with the exception of the granting of retraining for a reserved position in another college for which the effective date is provided for in paragraph A) of clause 5-4.22, this substitution takes effect at the effective date of the measure;

- for the measures provided for in paragraphs c), d) and e), these effects shall last for the professor having requested the substitution until he/she obtains another position;

- when the measure requested by a tenured professor not placed on availability is granted, the professor will no longer be able to cancel his/her substitution request;

- if the professor withdraws from the measure granted, he/she shall remain on availability; however, he/she may not assert the priority provided in subparagraphs 4 (first (1st) paragraph) and 5 of paragraph a) of clause 5-4.17 for the positions available during the contract year following the year where the measure was granted;

- if the measure requested by the tenured professor not placed on availability is not granted, the substitution request shall be cancelled.

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

5-4.25 Intrasectorial relocation

A) For the purposes of this clause, the placement office shall send, no later than August 10, a list of all available positions in the regular teaching programs (general education and vocational training) at the secondary school level in school board institutions and school service centres to all professors placed on availability and registered with the placement office, to each college, to each unions and to the FNEEQ (CSN).

B) A professor on availability, if he/she so wishes, may express his/her choice by indicating his/her order to preference for positions available in different institutions. The object of the professor's choice may be an available position in his/her zone or in another zone.

These choices shall be forwarded in writing to the placement office no later than seven (7) days after receiving the list.

C) The placement office shall send to the school boards or the school service centres the names of all professors having expressed a choice for a given position. The position must be in a subject for which the professor was hired or in another subject, if he/she satisfies the normal requirements of the position.

D) If the qualifications of the professor chosen by the school board or the school service centre satisfy the requirements for obtaining a permanent legal teaching certification in accordance with existing regulations, the Ministère shall deliver said authorization. If the professor's qualifications do not satisfy the above requirements, he/she shall be registered in a retraining program and, upon successful completion, the Ministère shall grant permanent legal teaching certification in accordance with existing regulations.

The above retraining shall have a maximum duration of twelve (12) months with a maximum of thirty (30) credits.

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

E) The professor on availability whose application is accepted by the school board or the school service centre shall be offered the position by the placement office.

F) A professor who is relocated in accordance with the provisions of this clause shall transfer all his/her rights to his/her new employer, to the extent that these rights are compatible with the provisions of the collective agreement in force at the college that hires him/her. From the date of signing of his/her new contract with his/her new employer, he/she shall not be on availability and shall no longer be considered an employee of the College.

Moreover, the professor thus relocated shall be paid according to the salary scale for professors with sixteen (16) years of schooling even if he/she has less than sixteen (16) years of schooling.

A professor who is thus relocated shall benefit from the right to return to the college network up until September 30 of the second (2nd) year following the year he/she was relocated. To this end, the professor shall benefit from the hiring priorities provided for in clause 5-4.17 a) as if he/she were placed on availability by his/her college of origin.

A professor who wishes to exercise his/her right to return to an available position listed with the placement office as provided for in clause 5-4.07, paragraphs B) and C) shall inform the placement office in writing before April 1 of each year. A professor exercising his/her right to return to an available position in the college network shall fill this position at the beginning of the following semester.

G) A professor whose application has been accepted by a school board or a school service centre for a position located beyond the fifty-kilometre (50-km) zone shall be entitled to moving expenses as provided for in Appendix II - 3 and these expenses shall be paid by his/her college.

H) A professor whose application has been accepted by a school board or a school service centre who has a teaching load in the fall semester in his/her college shall have the choice of being relocated immediately or for the following semester.

I) A professor placed on availability by a school board or a school service centre shall benefit from the priority stipulated for him/her under the terms of clause 5-4.17. In this case, the provisions of clause 5-4.07 F), subparagraph 2 shall apply to him/her, with the necessary modifications. The professor thus relocated shall transfer his/her rights to his/her new employer, to the extent that these rights are compatible with the provisions of this collective agreement.

J) Without limiting the scope of articles 9-1.00 and 9-2.00, all contentious cases relating to this clause shall be referred to the provincial parties.

K) Should the present regulations pertaining to the granting of permanent legal teaching certification be modified, the provincial parties agree to meet to discuss the implications of these modifications on the application of this clause and to make any necessary modifications.

Article 5-5.00 - Life, Health and Salary Insurance Plans

I - GENERAL PROVISIONS

5-5.01
Full-time and part-time professors shall be eligible for the life, health and salary insurance plans as of the effective date of the different plans and until their retirement.

For the purposes of this clause, a professor on availability who has not been relocated shall be considered full-time.

Subject to the provisions of clause 5-5.15, a on full-time leave without pay shall continue to participate in the health insurance plan. In such a case, subject to stipulations to the contrary, he/she shall pay all of the premiums due, including the College's contribution. He/she shall be eligible for the other plans only if he/she assumes their total cost and on the condition that the master policies so permit.

An hourly paid professor shall not be entitled to any death or disability benefits from the College.

However, an hourly paid professor may be eligible, if he/she meets the eligibility criteria, for private health and disability insurance plans established by the union committee responsible for insurance plans as provided for in clause 5-5.13.

5-5.02
For the purposes of applying this article, the term "dependent" shall mean the professor's spouse as defined in clause 1-2.06 or dependant child as defined in clause 1-2.09.

5-5.03
a) The term "disability" means any incapacity resulting from an illness or an accident or resulting directly from a complication during pregnancy or the interruption of pregnancy prior to the twentieth (20^{th}) week before the due date, which requires medical care and which renders the professor totally incapable of performing the usual duties of his/her position or of any similar position with a comparable remuneration offered to him/her by the College.

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

b) A professor receiving salary insurance benefits may, upon agreement with the College, assume a partial teaching load for a given period as part of a rehabilitation process.

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

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

5-5.04
A period of disability means any period of continuous disability or any series of successive periods separated by less than eight (8) working days[1] of actual full-time work or of availability for such full-time work, unless the professor can prove, to the College's satisfaction, that a subsequent period of disability is due to an illness or an accident in no way related to the cause of the previous disability.

5-5.05
With the exception of a period of disability resulting from an organ or bone marrow donation, a period of disability resulting from a self-inflicted illness or injury on the part of a professor, from alcoholism or drug addiction, from active participation in any riot, insurrection, or criminal acts or from service in the armed forces shall not be recognized as a period of disability for the purposes of this collective agreement.

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

5-5.06
a) The provisions related to the life, health and salary insurance plans provided for in the 2020-2023 collective agreement shall remain in effect until the effective date of this collective agreement, the professor and the College continuing to contribute to the plans in accordance with the 2020-2023 collective agreement, subject to clause 5-5.14.

   In addition, the health insurance plan shall remain in effect after the effective date of this collective agreement if the union committee responsible for the insurance plans provided for below decides to maintain it or is unable to complete the modifications necessary for bringing a new plan into effect.

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

5-5.07
In compensation for the College's contribution to the salary insurance plan as provided for below, the full amount of the rebate allowed by Employment and Social Development

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

Canada (ESDC) in the case of a registered plan shall be the exclusive property of the College.

II - UNION COMMITTEE RESPONSIBLE FOR THE INSURANCE PLANS

5-5.08
The FNEEQ (CSN) shall be responsible for the implementation and application of the health insurance plan. On the date the collective agreement comes into effect, the FNEEQ (CSN) shall create a committee comprised of three (3) members. The committee shall commence work as soon as it is formed and its decisions shall be final. The FNEEQ (CSN) shall inform the CPNC of the names of the committee members.

The committee shall determine the provisions of the health insurance plan and shall obtain one or more group insurance policies covering all participants in the plan. The committee may maintain or establish one or more supplementary plans. The cost of all the supplementary plans shall be borne entirely by the participants. Contracts may be modified while the collective agreement is in effect.

The College shall facilitate the implementation and application of all these plans, in particular by deducting the required contributions and by maintaining means of communication between the professors and the insurer.

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

5-5.09
Every policy shall be issued in the name of FNEEQ (CSN) and include the following stipulations:

a) the premium for a period shall be based on the rates applicable to the participant on the first (1st) day of the period;

b) no premium shall be payable for a period on the first (1st) day of which the professor is not a participant; also, the premium shall be payable in full for a period during which the professor ceases to be a participant.

5-5.10
The members of the committee may take leave from work without loss of pay or rights, up to a total of six (6) working days for all members of the committee, without reimbursement by the Union. However, they shall not be entitled to a reimbursement of their expenses or remuneration for their services in such cases, but their employer shall continue to pay them their regular salary.

III - STANDARD LIFE INSURANCE PLAN

5-5.11
Full-time professors and part-time professors whose FTE is equal to or greater than seventy per cent (70%) shall benefit, without contribution on his/her part, from a death benefit equal to six thousand four hundred dollars ($6 400). This amount shall be reduced to three thousand two hundred dollars ($3 200) for part-time professors whose FTE is less than seventy per cent (70%).

5-5.12
A professor who, at the date of the coming into effect of the collective agreement, is covered by a group plan to which the College contributes and by life insurance of a greater amount than the one provided by the collective agreement, shall continue to be insured in accordance with the provisions of the group plan, for the amount in excess of the one provided for in the collective agreement.

IV - HEALTH INSURANCE PLAN

5-5.13
The plan shall cover at least, in accordance with the terms and conditions set by the union committee responsible for the insurance plans, all drugs covered by a general plan provided for by the Act respecting prescription drug insurance (CQLR, c. A-29.01), prescribed by a physician or a dentist, and sold by a licensed pharmacist or by a duly authorized physician.

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

5-5.14
A) As of April 1, 2024, the College shall contribute to the health insurance plan. The College's annual contribution for any professor shall not exceed the lesser of the following amounts:

   a) in the case of a person insured only for himself/herself: one hundred and fifty ($150) dollars per year;

   b) in the case of a person insured with dependents insured as well: three hundred dollars ($300) per year:

The employer's contribution shall not exceed the maximum amount of the basic health insurance plan of the person insured.

B) The College shall pay its full contribution in the case of a full-time or part-time professor whose full-time equivalent is equal to or more than sixty per cent (60%);

The College shall pay half of its contribution in the case of a part-time professor whose full-time equivalent is less than sixty per cent (60%). In such a case, the professor shall pay the balance of the College's contribution as well as his/her own contribution.

C) In the event that the Québec basic health insurance plan extends to prescription drugs, the amounts provided in paragraph A) of this clause shall be reduced by 2/3 of the annual cost of the prescription drug insurance benefits included in this plan. If there is an unused balance, said balance shall be used as additional protection for health insurance. The union committee responsible for insurance plans determines this additional protection.

5-5.15
Participation in the health insurance plan shall be compulsory, but a professor may, by giving prior written notice to the College, refuse or cease to participate in the health insurance plan, provided that he/she establishes that he/she and his/her dependents are insured under a group insurance plan affording similar benefits, or provided that he/she is at least sixty-five (65) years of age.

5-5.16
A professor who has refused or ceased to participate in the plan may again become eligible for coverage, subject to the following conditions:

a) he/she shall prove to the insurer's satisfaction:

- that prior to his/her request, he/she was insured under the current health insurance plan or any other plan affording similar protection;
- that it is no longer possible for him/her to remain covered;
- that he/she is presenting his/her request within thirty (30) days after ceasing to be covered by his/her insurance plan;

b) subject to paragraph a), the insurance shall take effect the first (1st) day of the period during which the insurer receives the request;

c) in the case of a person who, prior to his/her request, was not insured under the current health insurance plan, the insurer shall not be responsible for paying any benefits payable by the previous insurer under an extension or conversion clause, or any other provision.

V - SALARY INSURANCE PLAN

5-5.17
Subject to the provisions of this collective agreement a professor shall be entitled, for a period of disability during which he/she is absent from work, to:

a) up to the lesser of the number of accumulated days of sick leave or five (5) working days: the payment of a benefit equal to the salary he/she would have received had he/she been at work;

b) upon termination of the benefit payment provided for in paragraph a), if applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five per cent (85%) of his/her salary;

c) starting from the expiry of the above-mentioned fifty-two (52) week period and for an additional period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two thirds per cent (66 2/3%) of his/her salary;

However, at the professor's request, the above benefit shall be increased to eighty-five per cent (85%) of his/her salary by using the balance of sick leave with cash surrender value that he/she may have to his/her credit. The balance of such sick leave with cash-surrender value and its cash equivalent shall then be deducted from the actual global costs, except if the balance is already the object of a stipulation providing for its use or reimbursement at the rate paid at the time of its use or reimbursement. In the latter case, the College shall deduct 0.1833 of a day from the balance of sick leave with cash surrender value for each day of benefits paid;

d) upon the expiry of the above-mentioned period of one hundred four (104) weeks: the use of accumulated days of sick leave, unless the professor is covered by a supplementary long-term group disability insurance plan.

5-5.18
For the purposes of calculating the benefits provided for in clause 5-5.17, the professor's salary shall be the salary he/she would be receiving if he/she were at work, subject to an increase in salary resulting from the granting of an additional year of experience as provided for in clause 6-2.01 e).

For the purposes of calculating the payment of benefits provided for in clause 5-5.17, the salary of a professor on availability shall be that which he/she would receive in accordance with clause 5-4.07.

5-5.19
As long as benefits remain payable and during the waiting period, if any, the disabled professor shall continue to participate in his/her retirement plan and to benefit from the insurance plans. However, he/she shall pay the required contributions to his/her retirement

plan, except that, upon termination of payments of the benefits provided for in clause 5-5.17 a), he/she shall benefit from a waiver of contributions to his/her retirement plan without losing any of his/her rights. Subject to the provisions of the collective agreement, the payment of benefits shall not be interpreted as conferring upon the beneficiary the status of professor or as adding to his/her rights, in particular with respect to the accumulation of days of sick leave.

5-5.20

a) The benefits shall be reduced by the amount of basic disability payments made under the Québec Pension Plan (QPP), the Act respecting industrial accidents and occupational diseases, the Québec Automobile Insurance Plan (SAAQ) and the pension plan, without regard to later increases in the base payment resulting from indexation.

b) in the case of disability for which benefits are payable under the Quebec Automobile Insurance Plan (SAAQ), the benefit payable by the College shall be established as follows:

   The College shall determine the net benefit by deducting from the gross benefit provided for by clause 5-5.17 the deductions required by law (income tax, QPP, Québec Parental Insurance Plan (QPIP), Employment Insurance); such net benefit shall be further reduced by the amount of the benefit received from the Société de l'assurance automobile du Québec (SAAQ); this balance shall be treated as a gross taxable income from which the College deducts all deductions, contributions and dues required by law or by the collective agreement.

5-5.21

In the case of a disability for which benefits are payable by virtue of the Act respecting industrial accidents and occupational diseases, the following provisions shall apply:

a) The professor shall receive from the College a benefit equal to one hundred per cent (100%) of the net salary he/she was receiving on the date of the accident. The professor shall be entitled to this benefit until such time as the CNESST declares the disability to be permanent.

b) Notwithstanding the preceding paragraph, should the CNESST render its decision before the end of the periods provided in paragraphs b) and c) of clause 5-5.17, the benefit paid by the College for the one hundred four (104) weeks remaining after the beginning of the disability period shall be in accordance with the provisions of clause 5-5.17 b) or c), as the case may be.

c) As long as a professor is entitled to a benefit by virtue of provisions of the Act respecting industrial accidents and occupational diseases, and until the CNESST declares a disability permanent, whether it be total or partial, the professor shall be entitled to his/her salary subject to the following provisions:

The College shall determine the net benefit by deducting from his/her net salary the amount of the benefit from CNESST and the amount thus obtained shall be treated as a gross taxable income from which the College shall deduct all deductions, contributions and dues required by law or the collective agreement. The College shall then pay the professor such new income plus the amount of the CNESST benefits.

In return, the benefits paid out by the CNESST for such a period shall belong to the College and the professor shall, if necessary, sign the appropriate forms.

d) During the period in which benefits are paid in accordance with the provisions of paragraph b) of this clause, these benefits shall be reduced by the initial amount of any basic disability benefits payable under the Québec Pension Plan, the Act respecting industrial accidents and occupational diseases, the Quebec Automobile Insurance Plan and the pension or retirement plan, regardless of increases in the basic benefits subsequently arising from indexation.

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

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

5-5.22
All benefit payments shall terminate, at the latest, with the payment due for the last week of the month during which the professor retires.

5-5.23
The amount of benefits paid shall be calculated in accordance with the specified percentage at the rate of 1/260th of the salary for each working day in the regular workweek.

5-5.24
Salary insurance benefits shall be payable during a strike or lockout if the period of disability began before the start of the strike or lockout. However, any period of disability beginning during a strike or lockout shall not entitle the disabled professor to benefits until the strike or lockout ends.

5-5.25
Benefits payable as days of sick leave or under the salary insurance plan shall be made directly by the College, subject to the professor providing the supporting documents as required in accordance with clause 5-5.26.

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

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

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

5-5.26
The College may, at any time, require a professor who is absent because of disability to provide a medical certificate giving the nature and duration of the disability. However, the cost of such a certificate shall be borne by the College if the professor is absent for less than four (4) days. The College may also require an examination of the professor concerned in connection with any absence, in which case the cost of the examination as well as transportation costs, if the professor has to travel more than fifty (50) kilometres from his/her place of employment, shall be paid by the College.

When the professor returns to work, the College may require that he/she undergo a medical examination in order to establish that he/she has recovered sufficiently to return to work, in which case the cost of the examination, as well as transportation costs, if the professor has to travel more than fifty (50) kilometres from his/her place of employment, shall be paid by the College.

Should the opinion of the physician chosen by the College be contrary to that of the physician consulted by the professor, the professor shall have the right to an examination by a third physician chosen jointly by both physicians. The conclusions of this third physician shall be final and the cost of the examination as well as transportation costs, if the professor has to travel more than fifty (50) kilometres from his/her place of employment, shall be paid by the College.

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

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

5-5.27
When benefit payment is withheld because of presumed absence or termination of disability, the professor may appeal the decision using the normal grievance and arbitration procedure.

5-5.28 Sick leaves

During the first (1st) contract year of a full-time or part-time professor, the College shall credit a bank of six (6) days of sick leave, except for a professor relocated according to job security provisions.

On September 1 of each year, the College shall credit seven (7) days of sick leave to a full-time professor in its employ and covered by this article. In the case of a part-time professor, the number of days credited shall be reduced in proportion to his/her full-time equivalence calculated in accordance with clause 8-5.12. In the case of a professor on availability, the number of days credited shall be reduced in proportion to the salary actually received as compared with the salary that he/she would receive if he/she had a full workload.

Moreover, on June 30, the unused balance of days of sick leave of the second paragraph is added to the sick leave bank if the one from the previous year is inferior or equal to thirteen (13) days. A professor with a sick leave bank balance superior to thirteen (13) days may not add the unused days of leave of the current year to his/her sick leave bank. On June 30, the sick leave bank of a professor shall not exceed twenty (20) days.

Days of sick leave are not convertible to cash.

Days of sick leave may be divided into half-days according to the terms and conditions of the College.

5-5.29

If a professor becomes covered by this article in the course of a teaching year, the number of days credited for the year involved as per the second (2nd) paragraph of clause 5-5.28 shall be reduced in proportion to the number of full months of service.

Also, if a professor leaves his/her job in the course of a teaching year, or if he/she is not in active service for a part of the year, the number of days credited to him/her as per the second (2nd) paragraph of clause 5-5.28 shall be reduced in proportion to the number of full months of service.

For the purposes of implementing this clause, the leaves as provided for in clauses 5-6.06, 5-6.09, 5-6.18, 5-6.20, 5-6.21, 5-6.28, 5-6.29 and 5-6.30 shall not result in a reduction in the number of days credited for the year in question.

5-5.30

In the case of a part-time professor, the number of days credited shall be reduced in proportion to his/her full-time equivalence calculated in accordance with clause 8-5.12.

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

5-5.31
Persons receiving disability payments on the date the collective agreement comes into effect shall remain covered under the plan provided for in this article. The effective date on which the period of disability begins and the date on which a professor becomes entitled to either the benefits payable under the terms of the 2020-2023 collective agreement or to the benefits provided for in clause 5-5.17, paragraph b), shall determine the amount and the duration of these payments to which the professor may be entitled to in accordance with the provisions of clause 5-5.17. A professor on disability who is not entitled to any benefits on the date the collective agreement comes into effect shall be covered by this new plan upon his/her return to work and once he/she begins a new period of disability.

5-5.32
The stipulations of the 2020-2023 collective agreement concerning reimbursement of a professor's bank of sick leave shall be made as follows:

a) in one (1) payment upon the professor's retirement or death;
b) in three (3) equal and consecutive annual payments upon the professor's resignation, dismissal or non-rehiring;
c) by means of a leave based on the balance, in days, of the accumulated reserve, at the time of the professor's retirement. This leave shall not exceed six (6) months.

The value of the cash-convertible days credited to a professor may be used to defray the cost of buying back previous years of service as provided for in the provisions concerning his/her pension plan or to supplement salary insurance benefits in accordance with clause 5-5.17 c). The days credited to a professor on June 30, 1973, may also be used for other purposes than illness where previous collective agreements provided for such use.

5-5.33
The days of sick leave credited to a professor on the day before this collective agreement comes into effect shall remain credited to him/her, and the days used shall be subtracted from the accumulated total for the purposes of this article. Days of sick leave shall be used in the following order:

a) days credited under the terms of the second (2nd) paragraph of clause 5-5.28 of the collective agreement;

b) other cash-convertible days credited to the professor, except for the days transferred under the terms of the SPEQ protocol, after the days mentioned in a) have run out;

c) non cash-convertible days credited to the professor, after the days mentioned in a) and b) have run out;

d) days transferred under the terms of the SPEQ protocol.

Article 5-6.00 - Parental Rights

Section I - General Provisions

5-6.01
Maternity, paternity or adoption benefits are solely intended to supplement parental insurance or Employment Insurance benefits, as the case may be, or in the cases stipulated below, to provide payments during a period of leave to which the Québec Parental Insurance Plan (QPIP) or the Employment Insurance Plan (EIP) does not apply.

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

In a case where a professor shares adoption or parental benefits provided by the QPIP and the EIP with his/her spouse, the benefit shall be paid only if the professor is actually receiving benefits from one of these plans during the maternity leave provided for in clause 5-6.06, the paternity leave provided for in clause 5-6.21 or the adoption leave provided for in clause 5-6.30.

5-6.02
When both parents are female, the benefits and advantages granted to the father shall be granted to the mother who did not give birth to the child.

5-6.03
A) The College shall not reimburse to the professor the amounts that could be payable either to the Minister of Employment and Social Solidarity under the Act respecting parental insurance, or to ESDC under the Employment Insurance Act.

B) The basic weekly salary[1], deferred basic weekly salary and severance payments shall not be increased or decreased by the amounts received under the QPIP or the EIP.

5-6.04
Unless specifically stated otherwise, this article cannot result in a monetary or non-monetary benefit being conferred to the professor beyond what he/she would have received had he/she remained at work.

5-6.05
For the sole purposes of applying this article, the term “part-time professor” shall also include “hourly paid professor” for the duration of their contract.

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

Section II - Maternity Leave

5-6.06 Eligibility and duration of the maternity leave

A pregnant professor who is eligible for the QPIP shall be entitled to twenty-one (21) weeks of maternity leave which, subject to clause 5-6.10, must be taken consecutively.

A pregnant professor who is eligible for the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 5-6.10, must be taken consecutively.

A pregnant professor who is not eligible for either the QPIP or the EIP shall be entitled to twenty (20) weeks of maternity leave which, subject to clause 5-6.11, must be taken consecutively.

A professor who becomes pregnant while on leave without pay, half-time leave without pay or part-time leave without pay, as provided for in this article, shall also be entitled to this maternity leave and to the benefits provided for in clauses 5-6.12, 5-6.13 and 5-6.15, as the case may be.

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

5-6.07

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

5-6.08 Distribution of maternity leave

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

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

5-6.09 Extension of maternity leave

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

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

During these extensions, the professor shall be considered on leave without pay and shall receive no benefits or allowances from the College. During these periods, the professor shall be covered by clause 5-6.55 for the first six (6) weeks and subsequently by clause 5-6.56.

5-6.10 Suspension of maternity leave and discontinuous maternity leave

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

A) **Suspension of leave**

When the professor has sufficiently recovered from her delivery, but her child is not in condition to leave the health care institution, the professor may interrupt her maternity leave and return to work. The interruption shall end when the parents take the child home.

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

B) **Discontinuous maternity leave**

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

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

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

   However, a professor may be absent from work for a period of not more than one hundred and four (104) weeks if the employee suffers serious bodily injury during or resulting directly from a criminal offence that renders the employee unable to hold her regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the first paragraph, where applicable, and shall not end later than one hundred and four (104) weeks after the commission of the criminal offence[1].

   If the professor is on leave because of a situation covered by sections 79.8 to 79.12[2] of the Act respecting labour standards (CQLR, chapter N-1.1): the maximum number of weeks of interruption of maternity leave shall be equivalent to the number of full weeks this situation lasts, in accordance with the provisions provided for in paragraph B) of clause 5-9.06.

[1] Unpaid leave of absence as per article 79.1 of the Act respecting labour standards.
[2] Family leave as provided for in paragraph B) of clause 5-9.06.

During such interruption, the employee shall be deemed to be on leave without pay and shall not receive any indemnities or benefits from the College. The employee shall enjoy the benefits set out in clauses 5-6.56 and 5-6.58.

5-6.11
When the maternity leave interrupted or broken down under clause 5-6.10 resumes, the College shall pay the employee any benefits to which she would have been entitled had she not interrupted or broken down her maternity leave, for the number of weeks remaining under clauses 5-6.12, 5-6.13, and 5-6.15, subject to clause 5-6.01.

Indemnity for maternity leave

A) Cases eligible for the Québec Parental Insurance Plan (QPIP)

5-6.12
A professor who has accumulated twenty (20) weeks of service[1] and who is eligible for benefits under the QPIP shall receive, for the twenty-one (21) weeks of her maternity leave, a benefit calculated with the following formula[2]:

1º by adding:

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

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

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

This benefit is based on the QPIP benefit to which a professor is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance.

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

When the professor works for more than one employer, the indemnity shall be equal to the difference between the amount established by the indemnity calculation formula paid by the College as set out in subparagraph 1º and the amount of the Employment Insurance

[1] A professor on leave shall accumulate service if her leave is authorized, in particular in the case of a disability, and when a benefit or remuneration is payable.
[2] This formula was used to take into account, in particular, that in such situations the professor is benefitting from a waiver of his/her contributions to his/her pension plans and to the QPIP and EIP.

benefits corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers. To this end, the professor shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit which are payable to him under the QPIP.

B) Cases eligible for the Employment Insurance Plan (EIP)

5-6.13
A professor who has accumulated twenty (20) weeks of service[1] and who is eligible for benefits under the EIP, but not eligible for the QPIP, shall be entitled to receive for the twenty (20) weeks of her maternity leave, an indemnity calculated according to the following formula:

1) for each week of the waiting period provided for in the EIP, an indemnity calculated with the following formula[2]:

   - by adding:

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

     and,

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

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

   1º by adding:

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

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

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

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

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

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

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

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

In addition, should ESDC reduce the number of weeks of Employment Insurance benefits to which the professor would have been entitled had she not benefited from Employment Insurance benefits before her maternity leave, the professor shall continue to receive, for a period equivalent to the number of weeks subtracted by ESDC, the benefit provided to subparagraph 1^0 as if she had, during this period, benefited from Employment Insurance benefits.

5-6.14
In the cases provided for in clauses 5-6.12 and 5-6.13, the College cannot, in the benefit it pays out to a professor on maternity leave, compensate for the reduction in benefits from the QPIP or the EIP attributable to remuneration from another employer.
Notwithstanding the preceding paragraph, the College shall pay such compensation if the professor can demonstrate, by providing a letter to this effect from the employer paying the remuneration, that the remuneration is a regular salary. If the professor can demonstrate that only part of the remuneration is a regular salary, the compensation shall be limited to that percentage.

The employer that pays the regular salary provided for in the preceding paragraph must, upon the professor's request, produce such letter.
The total amounts received by the employee during her maternity leave in QPIP or EIP, in benefits or salary, cannot however exceed the gross amount established by the benefit calculation formula set out in subparagraph 1^0 in clauses 5-6.12 or 5-6.13, if applicable. This formula shall be applied to the total basic weekly salary paid by the College or, if applicable, by the various employers.

C) Cases ineligible for both the QPIP and the EIP

5-6.15
A professor who is not entitled to the benefits of the QPIP or the EIP shall also be excluded from any benefits provided for in clauses 5-6.12 and 5-6.13.

However, a professor who has accumulated twenty (20) weeks of service[1] shall be entitled to an indemnity calculated according to the following formula for a period of twelve (12) weeks, if she does not receive benefits from a parental rights plan established by another province or territory:

1º by adding:

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

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

The total amounts received by the professor during her maternity leave in QPIP or EIP, in benefits or salary, cannot however exceed the gross amount established by the benefit calculation formula set out in paragraph 1º in clause 5-6.12. This formula shall be applied to the total basic weekly salary paid by the College or, if applicable, by the various employers.

5-6.16
Maternity leave may be less than provided for in clause 5-6.06. If the professor returns to work within two (2) weeks following the birth of her child, she shall produce, upon the College's request, a medical certificate attesting to her ability to return to work.

Section III - Special Pregnancy and Breastfeeding Leave

Interim assignment and special leave

5-6.17
A professor may request an interim assignment to another teaching position, vacant or temporarily unoccupied, in the same job title in another job title if she so consents, subject to the applicable provisions of the collective agreement, in the following cases:

a) she is pregnant and her working conditions entail risks of infectious disease or physical danger to herself or her unborn child;

b) her working conditions entail risks to the child she is breastfeeding;

c) she works regularly in front of a cathode-ray screen.

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

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

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

If he/she so agrees, a professor other than the one asking for an interim assignment may, after reaching an agreement with the College, exchange his/her duties with the pregnant professor for the duration of the interim assignment. This provision shall apply insofar as both of the professors qualify for the interim assignment.

The professor reassigned to other teaching duties and the professor who agrees to take over this professor's teaching load shall retain the rights and privileges of their respective duties.

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

During the special leave provided for in this clause, compensation is governed by the provisions of the Act respecting occupational health and safety concerning the preventive withdrawal of pregnant or breastfeeding workers.

However, upon the professor's written request, the College shall pay the professor an advance on the forthcoming compensation, based on payments that can be anticipated. If the CNESST pays the anticipated indemnity, the College shall be reimbursed accordingly. If not, the College shall be reimbursed at the rate of ten per cent (10%) of the remuneration payable per pay period, until the debt it paid off. However, if the professor exercises her right to request a review of the CNESST's decision or to contest such decision before the Tribunal administratif du travail (TAT), reimbursement shall be payable only once the CNESST's administrative review decision or that of the Tribunal administratif du travail (TAT), as the case may be, is rendered.

A professor who regularly works before a cathode-ray screen may request that her time before the cathode-ray screen be reduced. The College shall then study the possibility of modifying, temporarily and without loss of any of the professor's rights, the duties of a professor who works with a cathode-ray screen, in order to reduce work at the cathode-ray screen to a maximum of two (2) hours per half (½) day of work. If changes are possible, the College shall assign this professor to other duties she is reasonably able to perform for her remaining time at work.

Other special leaves

5-6.18
A professor shall also be entitled to special leave in the following cases:

a) when complications arise during pregnancy or there is a sufficient risk of miscarriage for the professor to be required to stop work temporarily for the period specified in a medical certificate; this special leave may not extend beyond the beginning of the fourth (4^{th}) week prior to the due date;

b) upon presentation of a medical certificate prescribing the duration of the leave, when a natural or legally induced miscarriage occurs before the beginning of the twentieth (20^{th}) week prior to the due date;

c) for visits to a health care professional that are related to the pregnancy, with a supporting medical certificate or a written report signed by a midwife.

In the cases covered by paragraph c) of this clause, the professor shall benefit from a special leave with pay of no more than five (5) days, which can be taken in half (1/2) days.

5-6.19
During special leave granted under this section, the professor shall enjoy the benefits provided for in clause 5-6.55, provided she is normally entitled to them, and those provided for in clause 5-6.54.

A professor covered by clause 5-6.18 may also avail herself of the benefits of the sick leave or salary insurance plan. In cases provided for in paragraph c) of clause 5-6.18, the professor shall first avail herself of the five (5) days mentioned in that clause.

Section IV - Paternity Leave

5-6.20
A professor whose spouse delivers a child shall be entitled to leave with pay for a maximum of five (5) working days at the time of the birth of his/her child. The professor shall also be entitled to such leave if his/her spouse miscarries after the beginning of the twentieth (20th) week prior to the due date. This leave may be taken discontinuously and must be taken between the beginning of the actual delivery and the fifteenth (15th) day after the mother returns home with the child. The professor shall provide the College, as soon as possible, with a notice of leave.

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

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

5-6.21
Upon the birth of his/her child, a professor whose spouse delivers a child shall also be entitled to paternity leave of no more than five (5) weeks, which, subject to clause 5-6.23, must be taken consecutively. This leave must end no later than at the end of the seventy-eighth (78th) week following the week of the child's birth.

If the professor is eligible to the Québec Parental Insurance Plan (QPIP), this leave shall be simultaneous with the period during which paternity benefits are payable under the Act respecting parental insurance and shall begin no later than the week following the beginning of payment of these benefits. The same rules apply for a professor eligible for benefits according to the EIP by making the necessary adjustments.

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

5-6.22 Extension of paternity leave without pay
A professor who sends the College, before the expiry date of his/her paternal leave, a written notice accompanied by a medical certificate attesting to the fact that his/her child's state of health so requires, shall be entitled to an extension of his/her paternity leave. The duration of this extension shall be as indicated in the medical certificate.

During this extension, the professor shall be deemed to be on leave without pay and shall receive no allowance or benefit from the College. In this case, the professor shall be covered by clauses 5-6.56 and 5-6.58.

5-6.23 Interruption of paternity leave and discontinuous paternity leave
During his paternity leave provided for in clause 5-6.21, the professor may suspend or break down his paternity leave in accordance with the following provisions:

A) Interruption of paternity leave

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

B) Discontinuous paternity leave without pay

In one or the other of the following cases, upon the professor's request, the paternity leave provided for in clause 5-6.21 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

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

2. If the professor is on leave because of an accident or illness: the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of full weeks this situation lasts, up to a maximum of twenty-six (26) weeks within a twelve (12) month period[1].

   However, the professor may be absent from work for a period of not more than 104 weeks if he suffers serious bodily injury during or resulting directly from a criminal offence that renders him unable to hold his regular position. In that case, the period of absence shall not begin before the date on which the criminal offence was committed, or before the expiry of the period provided for in the previous paragraph, where applicable, and shall not end later than one hundred and four (104) weeks after the commission of the criminal offence[1].

3. If the professor is on leave because of a situation covered by sections 79.8 to 79.12[2] of the Act respecting labour standards (CQLR, chapter N-1.1): the maximum number of weeks of interruption of paternity leave shall be equivalent to the number of full weeks this situation lasts, in accordance with the provisions paragraph B) of clause 5-9.06.

During such interruption, the professor shall be deemed to be on leave without pay and shall not receive any indemnities or benefits. The professor shall enjoy the benefits set out in clauses 5-6.56 and 5-6.58.

Besides the cases mentioned in this clause, at the request of the professor and if the College consents to it, the leave provided for in clause 5-6.21 may be divided into weeks.

5-6.24

When the paternity leave interrupted or broken down under clause 5-6.25 resumes, the College shall pay the professor any indemnities to which he would have been entitled had

[1] Unpaid leave of absence as per article 79.1 of the Act respecting labour standards.
[2] Family leave as provided for in paragraph B) of clause 5-9.06.

he not interrupted or broken down his paternity leave, for the number of weeks remaining under clauses 5-6.21, subject to clause 5-6.01.

Indemnity for paternity leave

5-6.25 Cases eligible for the QPIP or the EIP

During the paternity leave provided for in clause 5-6.21, a professor who has completed twenty (20) weeks of service[1] the professor shall receive an indemnity equal to the difference between his basic weekly salary and the amount of benefits he is receiving, or would receive upon request, under the Québec Parental Insurance Plan (QPIP) or the Employment Insurance Plan (EIP).

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

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

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

5-6.26

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

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

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

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

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

5-6.27 Case not eligible for either plan

A professor who is not eligible for QPIP paternity benefits nor for EIP parental benefits receives, during the paternity leave provided for in clause 5-6.21, an indemnity equal to his basic weekly salary, if this professor who has completed twenty (20) weeks of service[1].

Section V - Adoption Leave and Leave Without Pay for the Purposes of Adoption

5-6.28

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

The arrival of the child is recognized if the following two conditions are fulfilled: the child has physically arrived in the home or has been entrusted to the parent and the parent has the intention to adopt the child. The professor must provide to the College proof of his/her intention to adopt. This proof may vary according to the type of adoption and according to the requirements of the QPIP or EIP.

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

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

5-6.29

A professor who adopts his spouse's child shall be entitled to a maximum of five (5) working days of leave, the first two (2) of which shall be paid. This leave may be broken down and may not be taken after fifteen (15) days have elapsed after filing for adoption.

5-6.30

A professor who adopts a child other than his/her spouse's child shall be entitled to a maximum of five (5) weeks of adoption leave, which, subject to clause 5-6.32 shall be taken consecutively. This leave shall end no later than at the end of the seventy-eighth (78^{th}) week after the child arrives at home.

For a professor who is eligible for the Québec Parental Insurance Plan (QPIP), this leave shall be taken simultaneously with the period during which exclusive adoption benefits are paid in accordance with the Act respecting parental insurance and must begin no later than the week following the start of these benefits. The same rules apply for a professor eligible for benefits according to the EIP by making the necessary adjustments.

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

For a professor who is not eligible for the QPIP or the EIP, the leave must be taken after the arrival of the child in the home or after the child has been entrusted to the parent in view of its adoption.

The arrival of the child is recognized if the two conditions indicated in the second (2nd) paragraph of clause 5-6.28 are fulfilled.

5-6.31 Extension of adoption leave

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

During this extension, the professor shall be deemed to be on leave without pay and shall receive no allowance or benefit from the College. In this case, the professor shall be covered by clauses 5-6.56 and 5-6.58.

5-6.32 Interruption of adoption leave and discontinuous adoption leave

During his/her adoption leave provided for in clause 5-6.30, the professor may suspend or break down his/her adoption leave in accordance with the following provisions:

A) Interruption of adoption leave

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

B) Discontinuous adoption leave

In one or the other of the following cases, upon the professor's request, the adoption leave provided for in clause 5-6.30 may be broken down into weeks and the maximum number of weeks during which the leave is interrupted shall vary in each case:

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

2. If the professor is on leave because of an accident or illness: the maximum number of weeks of interruption of adoption leave shall be equivalent to the number of full weeks this situation lasts, up to a maximum of twenty-six (26) weeks within a twelve (12) month period[1].

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

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

period provided for in the previous paragraph, where applicable, and shall not end later than one hundred and four (104) weeks after the commission of the criminal offence[1].

3. If the professor is on leave because of a situation covered by sections 79.8 to 79.12[2] of the Act respecting labour standards (CQLR, chapter N-1.1): the maximum number of weeks of interruption of adoption leave shall be equivalent to the number of full weeks this situation lasts, in accordance with the provisions of clause 5-9.06.

During such interruption, the professor is deemed to be on leave without pay and shall receive no indemnity or benefit from the College. The professor shall enjoy the benefits set out in clauses 5-6.56 and 5-6.58.

Besides the cases mentioned in this clause, at the request of the professor and if the College consents to it, the leave provided for in clause 5-6.30 shall be divided into weeks.

5-6.33
Upon the professor's resumption of his/her interrupted or discontinuous leave under clause 5-6.32, the College shall pay the professor any benefits to which he/she would have been entitled had he/she not interrupted or broken down his/her adoption leave, for the number of weeks remaining under clause 5-6.30, subject to clause 5-6.01.

Indemnity for adoption leave

5-6.34 Cases eligible for the QPIP or the EIP
During the adoption leave provided for in clause 5-6.30, the professor who has completed twenty (20) weeks of service[2], shall receive an indemnity equal to the difference between his/her basic weekly salary and the amount of benefits he/she is receiving, or would receive upon request, under the Québec Parental Insurance Plan (QPIP) or the Employment Insurance Plan (EIP).

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

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

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[1] Family leave as provided for in paragraph B) of clause 5-9.06.

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

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

5-6.35
The College cannot, in the benefit it pays out to a professor on adoption leave, compensate for the reduction in benefits from the QPIP or EIP attributable to remuneration from another employer.

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

The employer that pays the regular salary provided for in the preceding paragraph must, upon the professor's request, produce such letter.
The total amount received by the professor during his/her adoption leave in QPIP or EIP benefits, allowances and remuneration, shall not exceed one hundred per cent (100%) of the basic salary paid by the College or, if applicable, by the various employers.

5-6.36 Cases ineligible for both the QPIP and the EIP
A professor who is not entitled to adoption benefits under the QPIP or parental benefits under the EIP who adopts a child other than the child of his/her spouse shall receive, during the adoption leave provided for in clause 5-6.30, a benefit equal to his/her basic weekly salary, if this professor who has completed twenty (20) weeks of service[1].

5-6.37 Leave without pay for the purposes of adoption
A professor shall be entitled, for the adoption of a child other than the child of his/her spouse, to leave without pay of no more than ten (10) weeks following the date he/she takes charge of the child.

A professor who travels outside Québec for the adoption of a child other than the child of his/her spouse shall receive, upon written request to the College, if possible two (2) weeks in advance, leave without pay for the time it takes to pick up the child.

However, the adoption leave shall end no later than the week following the start of QPIP benefits and the provisions of clause 5-6.30 shall apply.

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

During such leave, the professor shall enjoy the same benefits as those for leave without pay or part-time leave without pay set out in clause 5-6.38.

Section VI - Leave without pay or part-time leave without pay

5-6.38

a) A professor shall be entitled to one (1) of the following leaves:

1. leave without pay or part-time leave without pay for no more than two (2) years immediately following the maternity leave as provided for in clause 5-6.06;

2. leave without pay or part-time leave without pay for no more than two (2) years immediately following the paternity leave provided for in clause 5-6.21; however, this leave must not exceed the one hundred and twenty-fifth (125th) week following the child's birth;

3. leave without pay or part-time leave without pay for no more than two (2) years immediately following the adoption leave provided for in clause 5-6.30; however, this leave must not exceed the one hundred and twenty-fifth (125th) week following the child's arrival.

During this leave, the professor shall be authorized, following a written request presented at least thirty (30) days in advance, to make one (1) of the following changes once, at the beginning of a semester:

i) from leave without pay to part-time leave without pay or vice versa, as the case may be;

ii) from part-time leave without pay to a different part-time leave without pay.

A professor who does not take the leave without pay or the part-time leave without pay to which he/she is entitled may take the leave unused by his/her spouse as either leave without pay or part-time leave without pay in accordance with the necessary formalities.

If the professor's spouse is not employed in the public sector, the professor may avail himself/herself of one of the above leaves, at a time of his/her choosing, within the two (2) years following the birth or adoption, without, however, exceeding the set limit of two (2) years from the date of birth or adoption.

b) A professor who does not take advantage of the leave provided for in paragraph a) above shall be entitled, after the birth or adoption of his/her child, to a leave without pay of no more than sixty-five (65) continuous weeks, beginning at the time the professor chooses and ending no later than seventy-eight (78) weeks after the birth or, in the case of an adoption, seventy-eight (78) weeks after he/she takes charge of the child.

Discontinuous leave without pay

During the first sixty-five (65) weeks of the leave without pay provided for in this clause, the professor may break down his/her full-time leave without pay for one of the reasons mentioned in paragraph B) of clause 5-6.10, 5-6.23 or 5-6.32 and in accordance with the terms and conditions specified therein.

During such discontinuous leave, the professor receives no indemnity or benefit from the College; he/she shall enjoy the benefits set out in clauses 5-6.56 and 5-6.58.

Moreover, before the expiry of the first sixty-five (65) weeks of his/her full-time leave without pay, a professor may divide his/her leave into weeks if so requested by the professor and consented to by the College.

5-6.39

At the expiry of the leave without pay or of the part-time leave without pay provided for in clause 5-6.38, the professor shall return, at the beginning of the semester following the end of his/her leave or the date indicated at the time of departure, either to his/her position or his/her teaching load, i.e. the position or the teaching load that he/she would have obtained upon request, if he/she would have been working, subject to the provisions of the collective agreement regarding hiring and job security.

Other leaves without pay

5-6.40

a) When one of the leaves provided for in clauses 5-6.06, 5-6.21, 5-6.30 and 5-6.38 expires, a tenured professor may, if he/she so desires, work half-time at his/her college for a period not exceeding two (2) consecutive years. He/she shall notify the College in writing before November 1, March 1 or June 1, as the case may be. He/she shall continue to accumulate seniority for the purposes of interpreting and applying article 5-4.00, as if he/she were working full-time. He/she shall also maintain his/her tenure.

b) When one of the leaves provided for in clauses 5-6.06, 5-6.21 and 5-6.30 expires, a non-tenured professor may, if he/she so desires, work half-time at his/her college until his/her contract expires.

c) Subject to paragraphs a) and b) above, this professor shall be considered to be working part-time for the purposes of salary, evaluation of experience and participation in fringe benefits.

5-6.41

A professor who takes advantage of the provisions of clause 5-6.40 a) shall be considered to be working full-time for the purposes of applying the provisions of article 5-4.00 during the year or years he/she worked at half-time.

5-6.42
If the professor has taken advantage of clause 5-6.40, he/she shall resume his/her full-time workload at the beginning of the semester following the end of his/her leave or on the date he/she indicated at the time he/she was granted half-time leave.

5-6.43
The professor shall be granted, upon request, a leave without pay or part-time leave without pay of up to one (1) year in order to be with his/her minor child who is experiencing socioaffective development problems or who has a physical disability handicap or an long-term illness requiring the professor's presence.

The provisions of clauses 5-6.50, 5-6.51, 5-6.56 and 5-6.58 apply to this leave.

Section VII - Miscellaneous provisions

Calculation and Payment of the Indemnity

5-6.44
For the purpose of calculating and paying the maternity leave indemnity provided for in clause 5-6.12, 5-6.13 or 5-6.15, the paternity leave indemnity provided for in clause 5-6.25 or 5-6.27 and the adoption leave indemnity provided for in clause 5-6.34 or 5-6.36, the following provisions apply:

a) No indemnity shall be paid during vacation periods for which the professor receives remuneration.

b) In the case of a professor eligible for the QPIP or EIP, unless the applicable terms of payment is paid weekly, the indemnity shall be paid every two (2) weeks, the first (1st) instalment to be paid fifteen (15) days after the College has received proof that the professor is receiving benefits from either one of these plans. For the purposes of this paragraph, proof shall consist of a statement of benefits and information provided to the College by the Ministère de l'Emploi et de la Solidarité sociale or by ESDC in an official statement.

   Moreover, in the case of a professor eligible for the EIP, the indemnity payable for the first two (2) weeks shall be paid by the College in the first two (2) weeks of the leave.

c) The service shall be calculated for all public and parapublic sector employers (Public Service, Education, Health and Social Services), health and social services agencies, agencies for which working conditions or standards and rates of remuneration are determined by law in accordance with the conditions defined by the Government (Appendix V-5), the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique, the school boards or the school service centres, and any other agency appearing in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors.

Moreover, the requirement of twenty (20) weeks of service under clauses 5-6.12, 5-6.13, 5-6.15, 5-6.25, 5-6.27, 5-6.34 and 5-6.36 shall be deemed to be satisfied when the professor has satisfied this requirement with one or the other of the employers mentioned in this paragraph.

d) The basic weekly salary of a part-time professor shall be his/her average basic weekly salary paid by the College or by another college in the network for the twenty (20) weeks preceding the maternity leave, the paternity leave or the adoption leave.

If, during this period, the professor has received benefits based on a certain percentage of his/her regular salary, it is understood that his/her basic salary for the maternity leave, the paternity leave or the adoption leave shall be based on the basic salary on which such benefits were based.

In addition, any period during which a professor on special leave provided for in clause 5-6.17 is not receiving any benefits from the CNESST shall be excluded for the purposes of calculating her average basic weekly salary.

If the period of twenty (20) weeks preceding a part-time professor's maternity leave, paternity leave or adoption leave includes the date on which the salary rates and scales are increased, the professor's basic weekly salary shall be based on the salary rate in effect at that date. If the maternity leave, paternity leave or adoption leave includes this date, the basic weekly salary shall be adjusted on that date in accordance with the applicable salary scale adjustment formula.

The provisions of this paragraph shall constitute one of the express stipulations covered by clause 5-6.04.

e) In the case of a non-tenured professor, whose contract is ending, the indemnity for the maternity leave, the paternity leave or the adoption leave to which he/she is entitled under the collective agreement and paid by the College, shall cease at the end of the professor's contract.

Subsequently, if the professor is rehired as a result of job priority, the College shall once again start paying the benefit at the beginning of the new contract for the maternity leave, the paternity leave or the adoption leave. In this case, the weeks for which the professor received the benefit for the maternity leave, the paternity leave or the adoption leave and the weeks of unemployment shall be deducted from the number of weeks, as the case may be, and the benefit shall be re-established for the number of weeks remaining.

f) When the beginning of the maternity leave, the paternity leave or the adoption leave occurs between two (2) contracts, within a given semester or between two (2) consecutive semesters, the benefit shall be paid as of the date of the beginning of the second (2nd) contract. In this case, the number of weeks between the two (2) contracts shall be deducted from the number of weeks to which the professor is

entitled, as the case may be. The benefit shall be paid for the number of weeks remaining, as the case may be.

5-6.45
A professor who receives a regional disparity premium under this collective agreement shall continue to receive such benefits during maternity leave as provided for in clauses 5-6.06 or during paternity leave as provided for in clauses 5-6.21 or during adoption leave as provided for in clause 5-6.30.

Notices and Prior Notices

5-6.46 Notice - Maternity leave
To avail herself of maternity leave, a professor must give the College prior notice in writing at least two (2) weeks before the date of her departure. A medical certificate or a written report signed by a midwife attesting to the pregnancy and indicating the due date must accompany the notice.

The time limit for giving prior notice may be reduced upon submission of a medical certificate stating that the professor must leave work sooner than planned. In unforeseeable circumstances, the professor may take maternity leave without giving such prior notice, provided that a medical certificate stating that she must stop work at once is submitted to the College.

5-6.47 Notice - End of maternity leave
The College shall send the professor, during the fourth (4^{th}) week preceding the expiry of her maternity leave, a notice indicating the expected date of expiry of the maternity leave.

A professor who receives the above notice shall report to work at the expiry of her maternity leave, unless the leave is extended under clause 5-6.50.

A professor who does not comply with the preceding paragraph shall be deemed to be on leave without pay for a period not exceeding four (4) weeks. At the end of this period, if the professor has not reported to work, she shall be deemed to have resigned.

5-6.48 Notice - Paternity and adoption leave
The paternity leave provided for in clause 5-6.21, the adoption leave provided for in clause 5-6.30 or the leave without pay for the purposes of adoption provided for in clause 5-6.37 is granted upon written request submitted at least three (3) weeks in advance. However, this timeframe may be shorter if the birth occurs before the due date.

The request must specify the expected expiry date of the paternity or adoption leave.

5-6.49 Notice - End of paternity or adoption leave

The professor on paternity or adoption leave shall report to work at the expiry of his/her leave, unless the leave was extended in accordance with clause 5-6.50. A professor who does not comply with the preceding paragraph shall be deemed to be on leave without pay for a period not exceeding four (4) weeks. At the end of this period, if the professor has not reported to work, he/she shall be deemed to have resigned.

5-6.50 Notice - Leave without pay

The leave without pay provided for in clause 5-6.38 shall be granted upon written request submitted at least three (3) weeks in advance.

The modification of this leave provided for in clause 5-6.38 shall be granted upon written request submitted at least thirty (30) days in advance.

In the case of leave without pay or part-time leave without pay, the request shall indicate the date of return to work.

Moreover, in the case of part-time leave without pay, the request shall also state the time arrangements. If the College disagrees on the fraction of the part-time leave without pay, the professor shall be informed in writing of such disagreement and he/she shall be entitled to a leave equal to a full-time equivalence of 0.5 not exceeding two (2) years. However, the professor may come to an agreement with the College at any time, as to the time arrangements regarding part-time leave without pay.

5-6.51 Notice - End of leave without pay

A professor who has been notified four (4) weeks in advance by the College of the date of expiry of his/her leave without pay provided for in clause 5-6.38 shall give advance notice of his/her return to work at least two (2) weeks before expiry of the said leave. If the professor has not reported to work on the date at which the leave was scheduled to end, he/she shall be deemed to have resigned.

A professor who wishes to end his/her leave without pay before its scheduled expiry shall give written notice of his/her intent to return to work at least twenty-one (21) days before his/her return. In the case of a leave without pay exceeding sixty-five (65) weeks, a notice of at least thirty (30) days shall be provided.

5-6.52

For all the leaves provided for in this article, a professor shall indicate the projected date of his/her return at the time of his/her request.

5-6.53

The amount of leave provided for in clauses 5-6.06, 5-6.21, 5-6.30 and 5-6.38, as the case may be, shall be calculated starting from the beginning of the maternity, paternity or adoption leave or leave without pay or part-time leave without pay.

Benefits

5-6.54
Upon his/her return from maternity, paternity or adoption leave, or leave without pay for purposes of adoption, the professor shall resume his/her position or teaching load, or the position of teaching load he/she would have obtained upon request had he/she been at work, subject to the provisions of the collective agreement regarding hiring and job security.

5-6.55
During maternity leave as provided for in clause 5-6.06 and for the first six (6) weeks of an extension provided for in clause 5-6.09, during special leaves as provided for in clause 5-6.18, during paternity leave as provided for in clauses 5-6.20 and 5-6.21and during adoption leave provided for in clauses 5-6.28, 5-6.29 and 5-6.30, the professor shall enjoy the following benefits, provided he/she is normally entitled to them:

- life insurance;
- health insurance, subject to clause 5-5.15 and by paying his/her portion;
- accumulation of vacation time or payment in lieu thereof;
- accumulation of sick leave days;
- accumulation of seniority for the purposes of interpreting and applying article 5-4.00;
- accumulation of experience;
- the right to apply for a position or teaching load and to obtain it in accordance with the provisions of the collective agreement as if he/she were at work.

The professor may postpone some or all of his/her annual vacation if such vacation falls during one of the leaves mentioned in the preceding paragraph and if he/she sends written notice to the College at least two (2) weeks before the expiry of the leave. Unless otherwise agreed with the College, the postponed vacation shall be taken immediately after the maternity, paternity or adoption leave, as the case may be.

The professor shall take his/her postponed vacation immediately after his/her maternity, paternity or adoption leave, as the case may be, or at another time, after agreement with the College.

5-6.56 Seniority and experience
For calculating seniority and experience as well as for the purposes of interpreting and applying article 5-4.00, the leave provided for in clauses 5-6.09, 5-6.10, 5-6.22, 5-6.23, 5-6.31, 5-6.32, 5-6.37, 5-6.38 and 5-6.43 shall be counted as if the professor was working on a prorated teaching load.

5-6.57 Paid vacation
A professor who has benefited from a maternity, paternity or adoption leave shall be entitled to paid annual vacation in proportion to the time worked, that is, to one fifth (1/5) of the salary earned during this period.

However, the period of twenty-one (21) or twenty (20) weeks, as the case may be, as provided for in clause 5-6.06 and of clauses 5-6.07, 5-6.20, 5-6.21, 5-6.28, 5-6.29 and 5-6.30 shall be considered to be time worked and paid.

5-6.58
Subject to clause 5-5.15 and in accordance with the provisions of clause 5-5.01, during a leave without pay as provided for in this article, the professor shall continue to participate in the basic health insurance plan applicable to him/her by paying his/her portion of the premiums for the first sixty-five (65) weeks of the leave and all of the premiums for the following weeks. Moreover, he/she may continue to participate in other insurance plans that apply to him/her by requesting it at the beginning of the leave and by paying all premiums.

5-6.59
The College shall make an effort to adjust the timetable so that the professor attend prenatal courses or exercises

Section VIII - Other Types of Leave

5-6.60
Upon request made reasonably in advance, a full-time professor shall be granted part-time leave without pay of 0.25 FTE or less, in the following cases involving parental responsibilities:

a) if the professor has one (1) or more dependent children;

b) if the professor must take care of a dependent person with health problems. In this case, the College may require a medical certificate stating the nature and duration of the dependant's disability.

5-6.61
This leave shall begin at the beginning a semester. In exceptional situations, when such leave must be taken during a semester, the professor may be granted leave upon prior notice of fifteen (15) working days. This time limit may be modified with the College's permission.

This leave shall end at the end of a semester.

5-6.62
For the purposes of the pension plans, the professor shall be considered to work part-time. However, if he/she so wishes and providing the pension plan so allows, the professor may assume the balance of premiums and contributions equivalent to his/her leave in order that he/she may benefit from his/her pension plan as if he/she were working full-time.

5-6.63

A professor on leave under the provisions of clause 5-6.60 shall accumulate during said leave:

a) a fraction of a year's work experience per year on leave: this fraction shall be obtained by subtracting the FTE of the professor's leave from the work experience he/she would accumulate if he/she were not on leave;

b) one (1) year of seniority for the purposes of interpreting and applying article 5-4.00 for each of the first two (2) years;

c) a fraction of a year's seniority for the purposes of interpreting and applying article 5-4.00 for each additional year: this fraction shall be obtained using the method described in paragraph a).

Article 5-7.00 - Public Office

5-7.01
A professor who puts forward his/her candidacy at a nomination meeting or who is a candidate in a provincial, federal, municipal or school board election, shall obtain leave without pay after giving the College reasonable advance notice, if his/her absence is necessary for the purposes of his/her candidacy.

5-7.02
Subject to the application of article 5-4.00, a professor who runs as a candidate in an election mentioned in clause 5-7.01 shall retain the right to return to work immediately in case of defeat. If he/she decides to take advantage of this right, he/she shall exercise it within fifteen (15) working days after his/her defeat.

5-7.03
A professor elected as specified in clause 5-7.01, as well as a professor who is elected or appointed to a civic function other than member of parliament, member of the National Assembly, mayor, city councillor or school commissioner, or to a position with a government commission of inquiry, shall obtain leave without pay for the duration of his/her mandate, if this mandate requires a full-time commitment on his/her part, after giving notice in writing within a reasonable period after the election or appointment.

If the position requires a partial or occasional commitment on his/her part, the professor shall be entitled to take leave from work without pay, occasionally and in accordance with the requirements of his/her function, after giving the College reasonable written notice.

However, if these absences are such that they cause serious prejudice to his/her teaching duties, the professor may agree with the department and the College on methods of reallocating his/her teaching duties. Nevertheless, after submitting the matter to the Labour Relations Committee, and if circumstances make it necessary, the College may require that the professor take leave without pay. The professor may then continue to participate in the contributory group insurance plans provided that he/she pays all premiums and on condition that the plan or master policy or policies so permit.

5-7.04
At the end of his/her mandate, as a result of his/her resignation, defeat or otherwise, the professor shall notify the College at least fifteen (15) working days in advance of his/her desire to resume work. The return to work shall coincide with the start of a semester.

The professor shall then return to the position similar to the one he/she would be holding according to the order of hiring priority, subject to the provisions concerning job security.

A non-tenured professor shall keep his/her hiring priority insofar as he/she would have obtained a teaching load if she/he had been working in accordance with the provisions provided for in clause 5-1.11.

5-7.05
Unless specifically stipulated otherwise, a professor on leave for public office for one (1) semester or less shall enjoy all rights and benefits to which he/she is entitled to during a normal teaching year.

Article 5-8.00 - Statutory Holidays

5-8.01
During each semester, a professor shall be entitled to the holidays scheduled for the students in the school calendar.

5-8.02
For the exclusive purposes of clause 5-8.01, a "semester" (fall or winter) shall signify the period beginning with the opening of student classes and ending with the last day of student examinations, as provided for in the academic calendar.

Article 5-9.00 - Special Leaves of Absence and Leaves for Family Reasons

5-9.01
During the periods in which a professor must be available to the College under the terms of the collective agreement, he/she shall be entitled to a paid leave, after notifying the College, for the following purposes and time periods:

a) the death of his/her spouse, child or spouse's child: five (5) working days;

b) the death of his/her father, mother, father-in-law, mother-in-law, brother or sister: three (3) working days;

c) the death of his/her brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather or grandmother; the day of the funeral; if the deceased resided at the professor's domicile: three (3) working days;

Under the Act respecting end-of-life care (CQLR, chapter S-32.001), the day(s) of leave provided for in paragraphs a), b) and c) of clause 5-9.01 may begin the day before the expected day of death, after the College has been informed.

d) the wedding of his/her father, mother, son, daughter, brother, sister, half-brother, or half-sister: the day of the wedding;

e) the professor's wedding: five (5) consecutive working days including the day of the wedding;

f) moving day, once a year;

g) any other act of God (disaster, fire, flood, etc.) forcing a professor to take leave from work: the number of days shall be set by the College after agreement with the professor;

h) a quarantine ordered by competent medical authority: the number of days set by the competent medical authority.

5-9.02
In the cases covered by paragraphs b), c) and d) of clause 5-9.01, the professor shall be entitled to one (1) additional working day of leave if the event takes place more than two hundred forty (240) kilometres from his/her residence.

5-9.03
A professor who makes a written request or, in the case of an emergency, produces written justification after notifying the College, shall be entitled, for serious reasons, to leave without loss of pay or rights.

5-9.04
A professor who is called upon to serve on a jury or to appear as a witness in a case to which he/she is not one of the parties involved shall not incur any loss of pay or rights.

5-9.05
The bank of personal leaves which a professor employed by the Government at the time of his/her transfer had accumulated before December 31, 1965, shall be transferred to the College. This bank may be used to extend special leave provided for in this article by a number of days equal to that permitted by the collective agreement, without loss of pay. Only the additional days shall be deducted from the bank.

The College shall inform the professor each year of the balance remaining in his/her bank of leave.

5-9.06
For the purposes of applying clauses 5-9.06 and 8-3.03:

The term caregiver shall mean a professor attested as such by a professional working in the health and social services sector governed by the Professional Code (CQLR, chapter C-26).

In addition to the professor's spouse, the term "relative" shall mean the children, father, mother, brother, sister or grandparents of the professor or of his/her spouse, as well as the spouses of these persons, their children and the spouses of their children.

The following shall also be considered as a professor's relatives:

- A person who has acted or acts as a foster family for the professor or his or her spouse;
- A child for whom the professor or his/her spouse has acted or acts as a foster family;
- The person who acts as the tutor or curator or the person under tutorship or curatorship of the professor or his/her spouse;
- An incapable person having designated the professor or his/her spouse as mandatary;
- Any other person in respect of whom the professor is entitled to benefits under any law for the assistance and care the professor provides owing to the person's state of health.[1]

Leave for family reasons

A) A professor may take leave from work up to ten (10) days per year to fulfill obligations relating to the care, health or education of the employee's child or the child of the employee's spouse, or because of the state of health of another relative or a person for whom the professor acts as a caregiver.[2]

[1] Reference: section 79.6.1 of the Act respecting labour standards.
[2] Reference: section 79.7 of the Act respecting labour standards.

The professor must advise the College as soon as possible.

For a full-time or part-time professor, these days of absence shall be deducted from the annual bank of sick days, up to a maximum number of six (6) days, otherwise they are without pay. These days may be divided into half-days.

For an hourly paid professor, in any calendar year, two (2) of these ten (10) days shall be paid once he/she has been credited with three (3) months of uninterrupted service, even if he/she was absent previously. The following reasons shall also entitle the professor to benefit from these two (2) paid days: illness, an accident, domestic violence, sexual violence or the care of a relative or another person for whom the hourly paid professor acts as a caregiver. Such days shall be paid according to the calculation formula set out in section 62 of the Act respecting labour standards (CQLR, chapter N-1.1).

B) For the following leaves, the professor shall advise the College as soon as possible and provide, upon request, a proof to account for such absence**.**

1. A leave without pay of up to sixteen (16) weeks over a twelve (12) month period shall be granted to a professor where he/she must stay with a relative or a person for whom the professor acts as a caregiver because of a serious illness or a serious accident. Where the relative or person is a minor child, the period of absence shall be not more than thirty-six (36) weeks over a period of twelve (12) months.

   The professor may extend his/her leave without pay up to a maximum of one hundred and four (104) weeks in the following cases:

   – if his/her minor child has a serious and potentially mortal illness, attested by a medical certificate[1];

   – if he/she must stay with his/her minor child who suffered serious bodily injury during or resulting directly from a criminal offence that renders the child unable to carry on regular activities[2].

2. The professor may be absent from work for a period of up to twenty-seven (27) weeks over a period of twelve (12) months when his or her presence is required with a relative, other than his or her minor child, or with a person for whom he or she acts as a caregiver, due to a serious, potentially fatal illness, certified by a medical certificate.[3]

[1] Reference: section 79.8 of the Act respecting labour standards.
[2] Reference: section 79.9 of the Act respecting labour standards.
[3] Reference: section 79.8.1 of the Act respecting labour standards.

3. A leave without pay for up to one hundred and four (104) weeks shall be granted to a professor if his/her minor child has disappeared.[1]

   If the child is found before the expiry of the maximum duration of one hundred and four (104) weeks, the leave shall end on the 11th day that follows the day on which the child is found[1].

4. A leave without pay for up to one hundred and four (104) weeks shall be granted to a professor if the employee's spouse, adult child or father or mother commits suicide.[2]

5. A leave without pay for up to one hundred and four (104) weeks shall be granted to a professor if the death of his/her spouse or the death of his/her adult child occurs during or results directly from a criminal offence.[3]

6. A leave without pay for up to one hundred and four (104) weeks shall be granted to a professor by reason of the death of his/her minor child. [4]

Leave for reasons of spousal or sexual violence

C) A professor who is a victim of spousal or sexual violence may be absent from work for a period of up to twenty-six (26) weeks in a twelve (12) month period.[5]

5-9.07
During absences and leaves provided for in clauses 5-9.06, the professor:

- shall accumulate seniority and experience;

- shall resume his/her position or teaching load, as the case may be, subject to the provisions of the collective agreement regarding hiring and job security;

- subject to clause 5-5.15 and in accordance with the provisions of clause 5-5.01, shall continue to participate in the basic health insurance plan by paying his/her portion of the premiums; he/she may continue to participate in other insurance plans that apply to him/her by making such a request at the beginning of the leave and by paying all premiums.

Articles 79.13 to 79.16 of the Act respecting labour standards (CQLR, chapter N-1.1) shall apply.

1 Reference: article 79.10 of the Act respecting labour standards.
2 Reference: article 79.11 of the Act respecting labour standards.
3 Reference: article 79.12 of the Act respecting labour standards.
4 Reference: article 79.10.1 of the Act respecting labour standards.
5 Reference: article 79.1 of the Act respecting labour standards.

Upon return from any leave as provided for in clause 5-9.06, the professor shall return, either to his/her position or his/her teaching load, i.e. the position or the teaching load that he/she would have obtained upon his/her request, subject to the provisions of the collective agreement regarding hiring and job security.

5-9.08
The leaves and absences provided for in this article shall not modify in any way the rights and privileges to which a professor is entitled during a normal teaching year.

Article 5-10.00 - Exchanges Between Colleges

5-10.01
Two (2) professors in the same subject from two (2) different colleges may exchange colleges in accordance with the following terms and conditions:

a) both professors are tenured;

b) the exchange is for at least one (1) contract year and at most two (2) contract years; the beginning of the exchange shall coincide with the beginning of the teaching year at the College of origin;

c) each of the professors concerned submits a request to his/her College in writing before the April 1 preceding the year of the exchange;

d) each of the departments concerned gives a favourable opinion on this matter to the Colleges concerned;

e) each of the Colleges concerned approves the exchange in writing before May 1, after submitting the question to the Labour Relations Committee or at a meeting between the College and the Union, as the case may be.

5-10.02
During the exchange, the professor shall maintain his/her employment ties with his/her College of origin; however, for all other purposes, the professor shall be deemed to be employed by the College he/she is visiting for the duration of the exchange, except when there are implications taking effect after the exchange between the Colleges.

5-10.03
Unless there is an agreement to the contrary between the parties, the moving expenses incurred during such an exchange shall be borne by the professor.

5-10.04
After submitting the matter to the Labour Relations Committee, a College may put an end to such an exchange at the end of a semester upon one (1) month’s notice to this effect.

5-10.05
Once the exchange has lasted the maximum duration provided for in paragraph b) of clause 5-10.01, if the professors, departments and Colleges concerned agree, the exchange may become permanent providing agreement is also reached with each Labour Relations Committee or RCS, as the case may be.

In this event, the professor shall be considered to have tendered his/her resignation to his/her College of origin and all his/her rights shall thereby be transferred, insofar as they are compatible with the provisions of the collective agreement in effect at his/her new College.

Article 5-11.00 - Provisional Assignment of a Professor to Another Category of Employment

5-11.01
A professor may be assigned temporarily to another category of employment, on the condition that the professor accepts the College's proposal.

5-11.02
The provisional assignment of a professor shall be restricted to administrative, professional of technical positions.

5-11.03
Conditions regarding transfer from one category of employment to another shall be agreed upon between the professor and the College before the beginning of the assignment.

5-11.04
During the course of his/her provisional assignment, the professor shall be subject to the working conditions applicable to the category of employment to which he/she is assigned.

However, for the purposes of his/her group insurance, the professor on provisional assignment to administrative duties is considered on leave without pay and shall remain covered by the conditions related to the group insurance plan for professors**,** subject to the condition that he/she shall bear the total cost of it and provided that the master policies so permit**.**

5-11.05
A professor may be temporarily assigned on a full-time or part-time basis and in no more than one (1) category of employment at a time.

5-11.06
At the end of his/her provisional assignment, the professor shall return to his/her former position or teaching load with all rights and privileges, subject to the provisions of the collective agreement respecting job security, as if he/she had never left his/her former category of employment.

5-11.07
While on provisional assignment, the professor shall remain subject to the relocation procedure but if, under the provisions concerning job security, he/she must accept a position, he/she shall not be obliged to occupy it until the end of the provisional assignment.

5-11.08
A provisional assignment shall have a minimum duration of three (3) weeks, a maximum duration of one (1) year, and shall be renewable.

Article 5-12.00 - Leave with Deferred or Anticipated Salary

5-12.01
The leave with deferred or anticipated salary plan makes it possible for a tenured professor who has not been placed on availability to spread his/her salary in order that he/she may be remunerated while on a leave of absence. However, the plan does not allow a professor to postpone income taxes nor does it generate added benefits upon retirement.

5-12.02
The leave with deferred or anticipated salary plan shall consist of a work period and a period of leave.

The leave with deferred salary is when the period of leave follows the entire period of work.

The leave with anticipated salary is when the period of leave takes place before part or all of the period of work.

5-12.03
The leave with deferred or anticipated salary plan may be of two (2) years', three (3) years', four (4) years' or five (5) years' duration.

The duration of the plan may be extended in the cases and manner provided for in clauses 5-12.14, 5-12.17 and 5-12.18. However, the leave must begin no later than at the expiry of a maximum period of six (6) years following the date on which the amounts begin to be deferred.

5-12.04
The duration of the leave may be from six (6) to twelve (12) consecutive months. The leave may not be interrupted for any reason whatsoever, unless the entire leave is scheduled before the period of work.

5-12.05
Professors who wish to benefit from the leave with deferred or anticipated salary plan shall apply in writing to the College.

Their application shall include the proposed duration of the plan and of the leave, as well as the proposed dates for the beginning and the end of the plan and the leave. The six (6) month leave is equivalent to 0.5 FTE.

5-12.06
The College shall not grant a leave with deferred or anticipated salary to a professor who is on disability.

5-12.07
The College shall not be required to accept a minimum of applications for the leave with anticipated salary plan.

Subject to difficulties of a pedagogical nature, the College shall accept applications for the leave with deferred salary plan. However, for a given subject, the College shall not be required to accept applications that would result in more than one (1) professor or more than ten per cent (10%) of the number of professors allocated to a subject, if there are more than ten (10) professors allocated to the subject, being on leave at the same time.

If the College has to choose between several applications for the leave with deferred or anticipated salary plan from several different professors, these shall be accepted in accordance with seniority, subject to difficulties of a pedagogical nature.

When the College accepts an application for the leave with deferred or anticipated salary plan, it shall notify the professor in writing.

5-12.08
At the end of the leave, the professor shall resume his/her position subject to the provisions of the collective agreement and shall remain in the College's employ for a period at least equivalent to the duration of the leave.

5-12.09
During each year of his/her participation in the leave with deferred or anticipated salary plan, the professor shall receive the percentage of his/her salary as given in the following table, in accordance with the duration of the plan and the leave:

Period of participation in the plan	2 years	3 years	4 years	5 years
Duration of leave	Percentage of salary			
6 months	75.00%	83.33%	87.50%	90.00%
12 months			75.00%	80.00%

The salary to which the above percentage is applied shall be the salary provided for in the professor's salary scale.

The regional disparity premium shall be treated as provided for in clause 2.05 of Appendix VI - 2.

While on leave, the professor may not receive any remuneration from the College or from any other person or association with which the College has any ties, other than the amount corresponding to the percentage of his/her salary for the duration of the plan.

5-12.10
During the work period, the professor's availability within the meaning of the collective agreement and his/her individual teaching load shall be the same as they would have been were he/she not participating in the plan.

5-12.11
Subject to the provisions of this article, the professor shall enjoy all the benefits granted by the collective agreement to which he/she would be entitled were he/she not participating in the plan.

5-12.12
For the purposes of establishing the value of pension benefits, the professor shall be credited with one (1) year of service for every year in which he/she participated in the leave with deferred or anticipated salary plan, as well as an average salary based on the salary he/she would have received had he/she not participated in the leave with deferred or anticipated salary plan.

The professor's contribution to a pension plan while participating in the leave with deferred or anticipated salary plan shall be established in accordance with the applicable legislation.

5-12.13
If a professor leaves the employ of the College, retires or withdraws from the leave with deferred or anticipated salary plan, his/her participation in the plan shall end immediately, subject to the following terms and conditions:

a) if the professor has already taken the leave, he/she shall refund, without interest, the amount received during the leave less the amounts already deducted from his/her salary during the work period in accordance with clause 5-12.09;

b) if the professor has not yet taken the leave, the College shall refund, without interest, the difference between the salary he/she would have received had he/she not participated in the plan and the salary he/she has in effect received since the beginning of his/her participation in the plan;

c) if the period of leave takes place entirely before the period of work and if it is under way, the professor shall reimburse the College, without interest, the amount he/she received during the leave;

d) a professor's rights with regard to pension plans shall be those which would have existed had he/she never participated in the leave with deferred or anticipated salary plan. Thus, if the leave has already been taken, the contributions made during that period shall make up for reduced contributions made during the work period; however, the professor may buy back any missing years of service under the same conditions as those relating to leave without pay (two hundred per cent [200%] to the Government and Public Employees Retirement Plan (RREGOP), one hundred per cent (100%) to the Teacher's Pension Plan (TPP) and to the Civil Service Superannuation Plan (CSSP). If the leave has not been taken, the contribution needed to recognize the total number of years worked shall be deducted from the salary refund made to the professor.

When the professor is obliged to reimburse the College, he/she may reach an agreement with the College as to the methods of payment.

5-12.14

During the professor's participation in the plan, the total amount of leave without pay taken by the professor, for whatever reason, with or without authorization, shall not exceed twelve (12) months. Should the total amount of leave without pay, for whatever reason, with or without authorization, exceed twelve (12) months, the professor's participation in the plan shall come to an end on the date the twelve (12) month limit is reached, and the terms and conditions provided for in paragraphs a), b), c) and d) of clause 5-12.13 shall apply, with the necessary adjustments.

In cases where the total amount of leave without pay taken by the professor, for whatever reason, with or without authorization, is equal to or less than twelve (12) months, the duration of the plan shall be extended for a period equal to the total amount of leave without pay.

5-12.15

Leave with anticipated salary plan

a) In cases where a professor is placed on availability while participating in the plan, after the period of leave, the plan shall end the October 30 following the date he/she is placed on availability. In this case, the provisions of clause 5-12.13 shall apply, but without loss of rights regarding the pension plan. Contributions overpaid shall not be claimed (one [1] full year of service shall be credited for each full year of participation in the plan).

b) In cases where a professor is placed on availability while on leave, the plan shall end the October 30 following the date he/she is placed on availability if the leave is over at that time. If the leave is still under way, it shall end at the end of the leave. In this case, the provisions of clause 5-12.13 shall apply, but without loss of rights regarding the pension plan. Contributions overpaid shall not be claimed (one [1] full year of service shall be credited for each full year of participation in the plan).

c) In cases where a professor is placed on availability while participating in the plan, before the period of leave, the leave may not begin and the plan shall end the October 30 following the date he/she is placed on availability. In this case, the provisions of clause 5-12.13 shall apply, but without loss of rights regarding the pension plan. Contributions overpaid shall not be claimed (one [1] full year of service shall be credited for each full year of participation in the plan) and the salary not paid shall be reimbursed without being subject to a contribution to the pension plan.

d) Notwithstanding the preceding paragraphs, the plan shall continue if the professor is assured a full yearly salary on October 30 or at the end of the leave, as the case may be. This provision shall apply to every year of the plan.

Leave with deferred salary plan

e) In cases where a professor is placed on availability while participating in the plan, before the period of leave, the plan shall continue on the following conditions:

- on the October 30 following the date he/she is placed on availability, the individual teaching load (CI) observed in the fall semester shall be equal to at least thirty-six (36) credits;

- on the October 30 following the date he/she is placed on availability, the individual teaching load (CI) observed shall be equal to at least forty (40) credits, if the period of leave is scheduled for the winter semester;

- on February 15 following the date he/she is placed on availability, the individual teaching load observed shall be equal to at least eighty (80) credits.

The plan shall end if the above conditions cannot be respected and the terms and conditions provided for in clause 5-12.13 shall apply, but without loss of rights regarding the pension plan. Contributions overpaid shall not be claimed (one [1] full year of service shall be credited for each full year of participation in the plan) and the salary not paid shall be reimbursed without being subject to a contribution to the pension plan.

In addition, for the purposes of the leave with deferred or anticipated salary plan, if the professor is relocated before October 30, the plan may be transferred to the new employer if the new employer consents.

5-12.16
In the event of the death of a professor participating in the plan, his/her participation in the plan shall come to an end on the date of death and the terms and conditions provided for in clause 5-12.13 shall apply. However, any surplus in salary paid to the professor shall not be claimed, and unpaid salary shall be reimbursed without being subject to a contribution to the pension plan.

If the period of leave is under way and takes place after part or all of the period of work, the plan shall end on the date of death. Any surplus in salary paid to the professor shall not be claimed, and unpaid salary shall be reimbursed without being subject to a contribution to the pension plan. In this case, the amount due by the College shall be calculated as follows: the amount received by the professor during the period of leave, less the amounts deducted from the professor's pay during the period of work under the terms and conditions of clause 5-12.09.

5-12.17
If a professor becomes disabled as defined in article 5-5.00 while participating in the plan, the following terms and conditions shall apply:

a) if the disability occurs during the leave:

the disability shall be presumed not to exist during the leave and it shall be considered as beginning on the date the professor is due back to work at the end of his/her leave.

During his/her leave, the professor shall be entitled to his/her salary under the terms of the plan. Beginning on the date set for his/her return to work, if he/she is still disabled, he/she shall be entitled to the salary insurance benefits provided for in the collective agreement as long as he/she is covered by the plan. Salary insurance benefits shall be based on the salary provided for in the plan. If the professor is still disabled at the end of his/her participation in the plan, he/she shall receive salary insurance benefits based on his/her regular salary;

b) if the disability occurs after the leave:

the professor's participation in the plan shall continue and salary insurance benefits shall be based on the salary provided for in the plan, as long as the disability lasts. If she/he is still disabled at the end of his/her participation in the plan, she/he shall receive salary insurance benefits based on his/her regular salary;

c) if the disability occurs before the leave and ends before the leave:

the professor's participation in the plan shall continue and salary insurance benefits shall be based on the salary provided for in the plan as long as the disability lasts;

d) if the disability occurs before the leave is taken and still exists at the time the leave is set to take place:

in this case, the professor in question may avail himself/herself of one of the following choices:

i) he/she may continue to participate in the plan and defer the leave until such time as he/she is no longer disabled. He/she shall then be entitled to salary insurance benefits based on the salary provided for in the plan. If the disability still exists in the last year of the plan, said plan may then be interrupted as of the beginning of the last year until the end of the disability. During this period of interruption, the professor shall be entitled to salary insurance benefits based on his/her regular salary;

ii) he/she may end his/her participation in the plan and thus receive the amounts that have not been paid as well as salary insurance benefits based on his/her regular salary. The unpaid amounts shall be subject to contributions to the pension plan;

e) if the disability lasts more than three (3) months:

i) in the cases provided for in paragraph a), when the leave takes place entirely before the period of work, and in the cases provided for in paragraphs b), c) and d) above, the professor may avail himself/herself of the following option, which shall then replace the options and conditions stipulated in those paragraphs:

as of the beginning of the fourth (4th) month of continuous disability, the plan shall be interrupted. During the period of interruption, the professor shall be entitled to salary insurance benefits based on his/her regular salary. The period of interruption shall end at the end of the twelfth (12th) month of continuous disability and the plan shall resume. If the disability continues, the professor's salary insurance benefits shall be based on the salary provided for in the plan;

ii) in the cases provided for in paragraph a), when the leave takes place after part or all of the period of work, the professor may avail himself/herself of the following option, which shall then replace the options and conditions stipulated in paragraph a):

as of the date provided in the plan for the professor's return to work at the end of the period of leave, the plan shall be interrupted. During the period of interruption, the professor shall be entitled to salary insurance benefits based on his/her regular salary. The period of interruption shall end at the end of the twelfth (12th) month of continuous disability and the plan shall resume. If the disability continues, the professor's salary insurance benefits shall be based on the salary provided for in the plan;

f) if the disability lasts for more than two (2) years:

during the first two (2) years, the professor shall be treated as defined above. At the end of the two (2) years, his/her participation in the plan shall end, and:

i) if the professor has already taken the leave, any surplus in salary paid to him/her shall not be claimed and all rights related to his/her pension plan shall be recognized (one [1] year of service for every year of participation in the plan);

ii) if the professor has not yet taken the leave, any unpaid salary shall be reimbursed, without interest, and without being subject to contributions to the pension plan, and the disability benefit to which the professor is entitled under the terms of the pension plan shall be payable immediately.

The periods of interruption provided for in paragraphs e) and d) i) shall be excluded from the duration of the plan.

5-12.18

In the event that maternity, paternity or adoption leave as provided for in article 5-6.00 begins before or after the leave or begins during the leave in the case of a leave that takes place entirely before the period of work, participation in the plan shall be interrupted for a maximum period equivalent to the maximum duration of the leave and the plan shall be extended for the same amount of time.

However, if the maternity, paternity or adoption leave takes place prior to the leave, the professor may put an end to the plan. He/she shall then receive his/her unpaid salary, without interest, as well as the benefits to which he/she is entitled for the maternity, paternity or adoption leave. The amounts reimbursed shall be subject to contributions to the pension plan.

5-12.19

If the professor does not take his/her leave within the duration of the plan, the College shall pay him/her, during the first (1st) taxation year following the end of his/her participation in the plan, the entire deferred salary.

Article 5-13.00 - Exchanges with Educational Institutions Outside Québec

5-13.01
A professor at the College and a professor at an educational institution outside Québec may exchange educational institutions in accordance with the following terms and conditions:

a) the professor at the College shall be a tenured professor with a teaching position;

b) the period of exchange shall have a minimum duration of one (1) contract year and a maximum duration of two (2) contract years; the beginning of the exchange shall coincide with the beginning of a teaching year and the professors shall return to their College at the beginning of a semester;

c) the professor shall submit a written request to his/her College before April 1 preceding the year of the exchange;

d) the department concerned shall give its approval on the matter;

e) the College shall give its approval in writing before May 1, after submitting the matter to the Union in accordance with the provisions of the collective agreement.

5-13.02
The professor at the College shall be covered by the following provisions during the period of exchange:

a) unless specifically stipulated otherwise, the exchange with an educational institution outside Québec shall not modify any of the rights and benefits to which a professor is entitled during a normal teaching year;

b) however, the professor shall not receive any salary with regard to the period of exchange and his/her work experience shall be recognized in accordance with article 6-2.00;

c) during the period of exchange, the professor shall be deemed to be on leave without pay for the purposes of participating in the health insurance plan, and the terms and conditions of clauses 5-5.01 and 5-5.15 shall apply;

d) in order to continue to participate during the exchange in other group insurance plans and pension plans, the professor shall assume the entire costs of the plans and on the condition that the master policy or plans so permit;

e) should the professor be placed on availability during the period of exchange, the College shall put an end to the exchange at the end of the contract year during which he/she was placed on availability.

5-13.03
The professor from the educational institution outside Québec shall be covered by the collective agreement during the period of exchange, with the exclusion of articles 5-2.00, 5-3.00, and 5-4.00, which shall not apply.

5-13.04
Unless there is an agreement to the contrary between the parties, moving expenses incurred during such an exchange shall be borne by the professor.

5-13.05
After submitting the matter to the Union in accordance with the provisions of the collective agreement, the College may put an end to such an exchange at the end of a semester, upon one (1) month's notice to this effect.

Article 5-14.00 - Voluntary Working Time Reduction Program

5-14.01
The aim of the voluntary working time reduction program is to allow full-time professors to reduce their teaching load. The annual teaching load of a professor participating in the program cannot be less than 0.4 FTE or more than 0.9 FTE. However, if the reduction of the teaching load applies to only one (1) semester, the teaching load for the semester in question cannot be superior to eighty per cent (80%) of a full semester workload.

5-14.02
Participation in the working time reduction program shall be voluntary.

5-14.03 Eligibility
A professor shall be eligible for the voluntary working time reduction program if he/she has at least three (3) years' seniority.

However, a non-tenured professor shall be eligible for the voluntary working time reduction program if she/he holds a full-time teaching load in the year he/she wishes to participate in the program.

5-14.04 Participation in the program
A professor who wishes to participate in the voluntary working time reduction program shall so request in writing, no later than May 15 for the fall semester and no later than November 15 for the winter semester.

5-14.05
Participation in the program shall be established for one (1) semester at a time or for any contract year depending on the professor's request, and the reduction of working time may vary from one semester to the next.

For the purposes of clause 5-14.06, a professor who participated in the program in the fall semester and who again participates in the winter semester shall be deemed to have participated only once.

5-14.06
Subject to pedagogical or recruitment constraints, the College shall accept a request for participation in the program. However, for a given subject, the College shall not be obliged to accept a request for participation that would result in the total percentage of reduction of the teaching load generated by the program in full-time equivalents (FTE) being more than ten per cent (10%) of the total number of full-time equivalents (FTE), or in the participation of more than six (6) professors at a time.

Notwithstanding the preceding, the College shall accept the request for participation of at least one (1) professor per subject.

5-14.07
For a request for the fall semester or the entire contract year, the College's answer shall be sent no later than June 27 in the case of a tenured professor and, as of that date, to a non-tenured professor.
For a request for participation in the program in the winter semester, the College's answer shall be sent to the professor no later than December 15.

5-14.08 Salary
For the duration of the program, the professor shall be remunerated on the basis of the percentage resulting from the application of clause 5-14.01. The remuneration to which the percentage is applied shall be the remuneration the professor would receive if he/she were not participating in the program.

5-14.09 Reduced teaching load and availability
For the duration of the professor's participation in the program, his/her teaching load shall be the teaching load of a full-time professor and shall be established using the CI formula. In this case, L in CI_L shall be equal to the percentage reduction of the professor's teaching load.

The percentage reduction of the teaching load and the related schedule shall be subject to an agreement between the professor and the College.

5-14.10 Seniority
For the duration of the professor's participation in the program, his/her seniority shall be recognized as if he/she were not participating in the program.

5-14.11 Experience
For the duration of the professor's participation in the program, his/her experience shall be recognized as if he/she were not participating in the program.

5-14.12 Disability and parental rights
When a professor takes leave because of a disability or parental rights, the benefits or compensation paid during his/her participation in the program shall be calculated in proportion to his/her reduced teaching load.

5-14.13 Pension plan
Subject to current tax legislation, throughout the duration of the professor's participation in the program, and for the purposes of his/her pension plan, his/her service shall be recognized as if he/she were not participating in the program. The remuneration eligible for the professor's contribution shall be the remuneration he/she would have received had he/she not been participating in the program. Similarly, the employer's contribution shall be paid on the remuneration the professor would have received had he/she not been participating in the plan.

5-14.14 Health, life and salary insurance

During the professor's participation in the program, he/she shall continue to participate in the health insurance plan by paying his/her portion of the premiums. The College shall continue to pay its contribution to the basic health insurance plan as if the professor was not participating in the program. Moreover, in order to continue enjoying the benefits of the other insurance plans, the professor shall assume the total cost, provided the master policies so permit.

5-14.15

Subject to this agreement, participation in the voluntary work time reduction program cannot be concurrent with another program or leave provided for in the collective agreement, with the exception of leave for parental rights, disability and union activities.

5-14.16

The dates provided for in clauses 5-14.04 and 5-14.07 may be modified upon agreement between the parties.

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

5-14.17

When the resources available and the organization of teaching so permit, the College shall foster the arrangement of a schedule in accordance with the reduction of the teaching load.

Article 5-15.00 - Leave Without Pay

5-15.01
While on full-time leave without pay, a professor shall continue to participate in the health insurance plan according to the provisions of clauses 5-5.01 and 5-5.15. Furthermore, in order to enjoy the benefits associated with the other insurance or retirement plans, the professor shall assume the total cost, on the condition that the plans or master policies so allow.

5-15.02
A professor on full-time leave without pay shall accumulate relevant professional experience while on leave, in accordance with article 6-2.00.

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

5-15.03
A non-tenured professor with at least three (3) years' seniority or who has held a full-time teaching load at the College for two (2) years, or a tenured professor, shall, upon written notice to the College and in accordance with the procedure provided for in this article, obtain full-time leave without pay for the following teaching year. Such leave can only be renewed once.

5-15.04
In no case may such leave be used to hold remunerated employment unless written authorization has been obtained to that effect, after agreement by the Labour Relations Committee.

5-15.05
Such notice shall be given to the College before April 15.

5-15.06
A professor on leave without pay shall accumulate one (1) year of seniority during the first (1st) year of the leave.

5-15.07
The College shall inform the Union of all notices pertaining to leave without pay.

Article 5-16.00 - Half-Time Leave of Absence

5-16.01
Unless otherwise stipulated in this collective agreement, a professor on half-time leave shall be deemed to be on half-time for the purposes of maternity leave, insurance plans and pension plans.

In such as case, provided that the plan so allows, the professor may be considered a full-time professor, if he/she so wishes, for purposes of eligibility for the pension plan and the College shall be required to pay only those contributions pertaining to a half salary. The professor shall pay the balance of the contributions out of his/her own pocket.

Moreover, on the condition that the master policies so allow, the professor may continue to enjoy, while on leave, the advantages derived from the supplementary group insurance plans as if he/she were working full-time.

5-16.02
A professor on half-time leave shall receive a half salary and shall accumulate during said leave:

a) one half (1/2) year's experience for each year of leave for his/her teaching load at the College;

b) all other pertinent experience in accordance with article 6-2.00.

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

5-16.03
A professor on half-time leave shall be a full-time professor who assumes half (1/2) of the annual workload that he/she would hold if he/she were full-time. Said professor may complete his/her load over one (1) or two (2) semesters during the same teaching year.

5-16.04
A non-tenured professor with at least three (3) years' seniority or who has held a full-time teaching load at the College for two (2) years, or a tenured professor, shall obtain half-time leave from the College for the following semester provided that he/she has advised the College of his/her intentions prior to April 15 or October 15, depending upon the semester involved, and has obtained written authorization from the College within ten (10) working days of either of these dates. Such authorization shall not be refused without good reason. In the case of a non-tenured professor, this authorization shall be given on condition that he/she holds or obtains a full-time teaching load during the year he/she wishes to be on half-time leave.

5-16.05
A professor on half-time leave shall receive half (1/2) a salary and accumulate during said leave:

a) one (1) year's seniority per year on leave, for the first two (2) years;

b) one half (1/2) year's seniority for each additional year.

5-16.06
Subject to the application of article 5-4.00, a professor who takes advantage of clauses 5-16.03, 5-16.04 and 5-16.05 may resume his/her position or teaching load for the following school year, provided that he/she so advises the College prior to April 15, unless the date of his/her return has already been agreed upon with the College.

Article 5-17.00 - Leave of Absence for Professional Activities

5-17.01
Unless it is specifically stipulated otherwise, the professor on a leave provided for under this article shall enjoy all rights and benefits to which he/she is entitled during a normal teaching year.

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

5-17.02
A professor shall obtain leave by giving reasonable advance notice and after obtaining the authorization of the College:

a) to attend conferences and conventions of a cultural association, a professional corporation or a scientific society;

b) to give courses or hourly paid professors on educational subjects or to participate in works of an educational nature.

A professor who benefits from a leave under the terms of this clause shall not be subject to any reduction in salary.

5-17.03
A professor shall obtain leave from the College by giving reasonable advance written notice and after obtaining the written authorization of the College, which authorization may not be refused without a reasonable motive, if he/she is invited to be a member of a ministerial commission, a regional planning committee, a committee or commission of the Ministère, or any other committee or commission of a similar nature.

In no case shall a professor benefiting from leave under the terms of this clause suffer any loss of pay. In addition, his/her teaching load shall be adjusted or reduced accordingly. This reduction shall be absorbed by the College.

5-17.04
A professor may obtain leave without pay for a maximum of two (2) years, by giving reasonable advance written notice and obtaining the written authorization of the College, to participate in any program of cooperation with Canadian provinces or foreign countries, if such programs are officially recognized by the Gouvernement du Québec or the Government of Canada.

5-17.05
A professor may obtain leave without pay for no more than two (2) years, by giving reasonable advance written notice and obtaining the written authorization of the College,

to exercise an academic function outside Québec under the terms of a foreign aid program, an exchange program, or an extra-territorial teaching program.

5-17.06
The College's authorization under clauses 5-17.04 and 5-17.05 shall specify the date of the professor's return. This date shall coincide with the beginning of a semester.

Upon his/her return, the professor shall be assigned to the subject in which he/she was teaching at the time of his/her departure, or to the subject specified at the time of his/her departure, subject to the application of article 5-4.00.

5-17.07
Unless it is specifically stipulated otherwise, the professor on a leave provided for under this article shall enjoy all rights and benefits to which he/she is entitled during a normal teaching year.

Article 5-18.00 - Disciplinary Action

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

5-18.01
The College may not take disciplinary action against a professor without having first complied with the following conditions:

a) the College must have previously called the professor to a meeting to discuss the problems identified in order to learn his/her version of the facts. The notice of meeting shall be sent to the Union at the same time. The professor may be accompanied by a Union representative.

   Following this meeting, the College shall have fifteen (15) working days to send its decision in writing to the professor;

b) the College must have previously sent the professor at least two (2) written notices related to a similar offence over the period of a year. The time lapse between the two (2) notices must have given the professor enough time to make the necessary modifications;

c) if the College decides to impose a suspension or dismissal, it must have previously submitted the matter to the Labour Relations Committee in accordance with the provisions of article 4-3.00.

5-18.02
However, notwithstanding clause 5-18.01 and in exceptional circumstances, in cases where a professor causes prejudice to the College, its members, its staff or the students, which by its nature and seriousness necessitates immediate action:

a) The College:

   1. shall temporarily suspend the professor from his/her duties without loss of pay by means of a written notice stating the reasons for his/her suspension and at the same time forwarding a copy of the above notice to the Union;

   2. shall then have fifteen (15) working days to inform the professor in writing of its intention to take action and to call a meeting of the Labour Relations Committee, failing which the professor shall be reinstated without prejudice. This time frame may be extended upon agreement between the parties.

b) The College and the Union shall then have five (5) working days immediately following the date set for the meeting of the Labour Relations Committee to study the case.

The College shall render its decision, in writing, to the professor and to the Union within the three (3) working days immediately following the date mentioned in the preceding paragraph, failing which the professor shall be reinstated without prejudice.

Without prejudice to his/her right to the existing grievance procedure, the professor may be heard at the above meeting.

c) The time limits provided for in this clause shall take precedence over the time limits provided for in clause 4-3.07; also, clause 4-3.08 shall not apply.

d) The professor may tender his/her written resignation to the College from the moment he/she receives the notice of suspension provided for in paragraph a) of this clause and up to five (5) days following the College's decision in accordance with paragraph b) of this clause.

5-18.03
Any decision relative to disciplinary action shall be sent to the professor in writing and forwarded at the same time to the Union along with the reasons for such decision. Upon receiving said decision, the professor may tender his/her resignation to the College within the next five (5) days, at the same time sending a copy of his/her resignation to the Union.

5-18.04
No admission signed by a professor may be used against him/her before an arbitration board unless such admission was signed in the presence of a Union representative.

5-18.05
In cases provided for in clause 5-18.01, the professor may not be dismissed before his/her contract expires. If the College notifies him/her of its decision after the April 1 preceding the termination of his/her contract, at least one (1) of the two (2) warnings provided in clause 5-18.01 a) must be based on an incident occurring after this date.

5-18.06
The warnings and comments sent to the professor and any incriminating evidence may not be used against him/her after one (1) year has expired without another notice bearing on a subject of a similar nature having been sent to him/her. In the event of an absence of more than thirty (30) consecutive days, this period shall be extended by the number of consecutive days of absence exceeding thirty (30) days without, however, exceeding eighteen (18) months. Once this deadline has expired, these notices, remarks and pieces of evidence shall be removed from the professor's file.

5-18.07
At any time a professor, whether or not he/she is accompanied by a Union representative, may consult his/her personal file, which includes:

a) his/her job application;

b) his/her employment contract;

c) all authorization for deductions;

d) warnings, admissions, unfavourable remarks and incriminating documents as mentioned in this article;

e) any request to be filled a position;

f) documents concerning the professor's education and experience for the purposes of ranking.

The professor's file may be consulted by representatives of the parties only during a meeting of the Labour Relations Committee.

5-18.08
The professor shall always be informed before an unfavourable remark or incriminating document is entered in his/her file. In such case, the file shall contain an attestation to the effect that the professor is aware of the remark. Under no circumstances may such attestation be used as an admission against the professor.

A copy of any complaint, unfavourable remark or incriminating document entered in a professor's file shall be forwarded to the Union, unless the professor in question has signified his/her refusal in writing within the three (3) working days following the day on which he/she was informed in accordance with the preceding paragraph.

5-18.09
Any unfavourable remark or incriminating document entered in a professor's file may be contested by the professor or the Union by referring the matter to the Labour Relations Committee or by using the grievance procedure.

Should the College, following a meeting of the Labour Relations Committee, acknowledge the justification of the professor's request, the contested document shall immediately be withdrawn from the file. The same procedure shall apply if the arbitration board hands down a decision in favour of the professor or the Union.

5-18.10
At the professor's request, the file may also include a mention of the professor's participation in committees set up by the Ministère or by the College as well as of any professional activities which he/she performed at the College.

The professor may also require that any favourable assessment made concerning him/her by the Labour Relations Committee or an arbitration board be entered in his/her file.

5-18.11
A copy of the complete file shall be handed over to the professor when notice of dismissal is given. A copy of the documents provided for in clause 5-18.07 d) shall be handed over to the professor along with his/her notice of suspension.

5-18.12
If the professor files a grievance under the provisions of this article, the College shall establish its reasons for any disciplinary action it has taken and prove that it is well-founded.

5-18.13
The College may present only the motives stated in writing at the time of the suspension, dismissal or other disciplinary measure as evidence before the arbitrator.

5-18.14
In all cases of suspension, dismissal or other disciplinary actions for just cause, the arbitration board has full latitude to maintain, modify or rescind such a decision by the College, and has the authority to establish any right or privilege in whole or in part in accordance with whether it maintains, modifies or rejects said decision in whole or in part. If the board considers that it is appropriate to award an indemnity to the professor, it shall take into consideration any salary received by the professor in the interim. The board can also order that the sums owed to the professor bear interest at the rate set by the regulation adopted under the terms of section 28 of the Tax Administration Act (A-6.002).

5-18.15
If the board decides to maintain a professor in his/her duties, said professor shall regain all his/her rights, years of experience, fringe benefits and other benefits as if he/she had not been the object of disciplinary action, unless the board decides otherwise.

Article 5-19.00 - Civil Liability

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

5-19.01
The College undertakes to defend a professor when a civil suit is filed against him/her as a result of the performance of his/her duties. The College then undertakes to provide a legal defence for the professor and agrees not to make any claim against him/her for reimbursement.
Moreover, any absence resulting from this suit shall not entail any loss of pay or rights.

5-19.02
Once the legal responsibility of the College has been established, the College shall indemnify any professor for the total or partial loss, theft or destruction of personal belongings which by their nature are normally brought to the College or used therein, unless the professor has shown gross negligence. In the event that such loss, theft or destruction is already covered by an insurance policy held by the professor, the compensation paid shall be equal to the loss actually incurred by the professor.

5-19.03
Subject to the policies concerning the use of equipment determined by the College, and unless the professor has displayed gross negligence, the College may not demand reimbursement for theft, damage or destruction of property borrowed from it by the professor for professional purposes.

Article 5-20.00 - Occupational Health and Safety

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

5-20.01
In order to ensure the well-being of its employees and to prevent occupational illnesses and accidents, the College agrees to take the necessary measures to protect the health, safety and physical and psychological integrity of professors in the workplace, including spousal, family or sexual violence.

The parties shall collaborate to make the College an environment free of spousal, family or sexual violence.

In the case of spousal or family violence, the College must take all necessary measures if it knows or ought reasonably to know that a professor is exposed to such violence.

5-20.02
The College shall provide, free of charge, in its buildings, the facilities and equipment required by municipal regulations, by internal regulations or by any other standards contained in existing laws governing hygiene, health and safety.

5-20.03
In the event of an accident or occupational illness, the College shall notify the Union immediately.

5-20.04
Professors shall have access, during working hours, to the health services offered to students.

5-20.05
The College shall provide free of charge for use by the professors, any special clothing that they are required to wear at the College's request or in accordance with the standards and regulations contained in existing laws governing hygiene, health and safety.

After submitting the matter to the Labour Relations Committee, the College shall make a lump sum payment for or provide the following:

a) uniforms for nurses doing fieldwork in hospitals and heath care centres; these uniforms shall comply with the requirements of the hospital or health care centre;

b) uniforms for professors teaching paramedical technologies when so required by the institutions in which they work;

c) clothing and equipment required for physical education;

d) lab coats for laboratories and workshops;

e) any special clothing for professors teaching aeronautics at the Collège de Chicoutimi.

5-20.06
The special clothing provided by the College in accordance with this article shall remain the property of the College and may be replaced only if the old garment is given in exchange, except in cases of an act of God. It shall be up to the College to decide if a piece of clothing has to be replaced.

5-20.07
The upkeep of the special clothing provided for in this article shall be at the College's expense.

5-20.08
The College shall call a meeting of the Labour Relations Committee under the terms of article 4-3.00 to discuss any dispute submitted by the Union on matters of occupational health and safety. To this end the College shall provide all pertinent documentation it has in its possession.

5-20.09 Health and Safety Parity Committee
The College creates an occupational health and safety parity committee, it being understood that all categories of personnel may participate in the committee.

The committee has the mandate to treat any question related to occupational health and safety, including whatever is provided for by the Act respecting occupational health and safety (CQRL, c. S-2.1) and its regulations. Subject to the latter, the committee determines its own rules of functioning.

The committee can invite to its meetings an external resource person with expertise in occupational health and safety.

5-20.10 Health and Safety Representative
In conformity with the Act respecting occupational health and safety (CQRL, c. S-2.1) and its regulations, a health and safety representative must be chosen among all categories of personnel of the College, except for management personnel. The committee can agree to name more than one representative.

The health and safety representative can receive specific mandates from the committee in addition to the functions attributed to him or her by the Act respecting occupational health and safety (CQRL, c. S-2.1) and its regulations.

The health and safety representative benefits from a paid leave in order to execute his or her various mandates. The leave is determined by an agreement of the committee members while taking into consideration the characteristics and risks related to the work environment. In the absence of an agreement, the terms and conditions provided by the Act respecting occupational health and safety (CQRL, c. S-2.1) and its regulations apply.

5-20.11
The parties may agree to set up an assistance program for professors.

The introduction of this clause shall not invalidate any program already in place at the signing of the collective agreement.

Article 5-21.00 - Service Loans

5-21.01
A service loan shall be defined as the use, by an agency other than the College, of the services of a consenting professor who shall continue to be paid by the College, subject to the provisions of this article. The duration of a service loan may not exceed five (5) years, unless there is an agreement is reached between the College and the Union.

In the case of a professor covered by clause 5-4.24, for the duration of the service loan, he/she shall continue to receive his/her salary in accordance with the second subparagraph of paragraph l) of clause 5-4.07.

5-21.02
The College, the professor concerned and the agency shall agree on the period and the conditions involved in the service loan. A copy of the signed agreement shall be forwarded to the Union by the College.

5-21.03
The professor whose services are on loan shall maintain all rights and benefits to which he/she is entitled to under the collective agreement.

5-21.04
Upon his/her return, the professor on loan shall return to his/her category of personnel with all rights and privileges, subject to the provisions of the collective agreement.

CHAPTER 6 - REMUNERATION

Article 6-1.00 - Salary

6-1.01
For the purposes of this article, the salary of a full-time or part-time professor shall be determined in accordance with article 6-4.00 and Appendix VI - 1 and by years of schooling and experience as defined in articles 6-2.00 and 6-3.00. Also, one (1) step shall correspond to one (1) year of experience.

A. Notwithstanding the foregoing, as of contract year 2010-2011, a professor, hired by the College or another CEGEP in the network, whose experience and schooling determine the salary at one of the first four (4) steps, shall be fast tracked in accordance with the following provisions:

i) for a part-time professor, the contracts following the beginning of his/her term of office until he/she reaches the fifth (5th) step: one step is the equivalent of 0.5 FTE either in teaching, or in relevant professional or industrial experience, or both;

ii) for a full-time professor until he/she reaches the fifth (5th) step: reaching the next step at the beginning of the fourteenth (14th) pay of the contract year for which he/she holds a full-time teaching load.

However, if a professor holds or obtains a full-time teaching load for which his/her salary is set at the 5th step at the beginning of the winter semester, then the following provisions apply:

- he/she shall be deemed to be part-time for the purposes of the fast tracking as per paragraph d) of clause 6-2.01 for the year during which he/she reaches the 5th step; consequently, he/she shall reach the 6th step at the beginning of the following contract year.

B. Notwithstanding the first (1st) paragraph of this clause, as of July 1, 2024, a professor, hired by the College or another CEGEP in the network, whose experience and schooling determine the salary at one of the first six (6) steps, shall be fast tracked in accordance with the following provisions:

i) for a part-time professor, the contracts following the beginning of his/her term of office until he/she reaches the seventh (7th) step: one step is the equivalent of zero point five (0.5) FTE either in teaching, or in relevant professional or industrial experience, or both;

ii) for a full-time professor until he/she reaches the seventh (7th) step: reaching the next step at the beginning of the fourteenth (14th) pay of the contract year for which he/she holds a full-time teaching load.

However, if a professor holds or obtains a full-time teaching load for which his/her salary is set at the seventh (7^{th}) step at the beginning of the winter semester, then the following provisions apply:

- he/she shall be deemed to be part-time for the purposes of the fast tracking as per paragraph d) of clause 6-2.01 for the year during which he/she reaches the seventh (7^{th}) step; consequently, he/she shall reach the eighth (8^{th}) step at the beginning of the following contract year.

6-1.02
A part-time professor shall be remunerated in accordance with his/her schooling and experience in terms of full-time equivalences and calculated in accordance with clause 8-5.12.

A part-time professor with a teaching load of less than one (1) semester's duration shall be remunerated in accordance with his/her schooling and experience and in accordance with his/her full-time equivalent as established in compliance with clause 8-5.12. However, in this case, the CI_t shall be determined as follows:

$$CI_t = \frac{\sum \text{ Individual workload (CI) assumed for each workweek}}{15}$$

A part-time professor hired full-time for one (1) semester shall be paid half (1/2) an annual salary.

The individual workload of a part-time professor determined on the basis of Appendix I - 1 shall not result in a FTE being less than the workload set for him/her at the beginning of the semester, unless a decrease in that course's student enrolment results in a reduction in the number of teaching hours.

6-1.03
A professor who is paid an hourly rate for teaching duties (hourly paid professor, supplementary course, additional workload) or for short-term substitute teaching shall receive, for each course hour, the hourly rate provided for in article 6-5.00 and in Appendix VI - 1. Also, each hour of bimodal teaching corresponds to one point twenty (1.20) course hours.

This professor shall be remunerated according to Table B of Appendix VI-1, based on his/her schooling and experience as calculated in article 6-2.00. In addition, one (1) step shall correspond to one (1) year of experience.

A professor who is remunerated on an hourly basis for an internship supervision for which no Ne_{jk} exists, when Appendix I - 1 does not apply, shall be remunerated for the hours required by the supervision curriculum.

6-1.04
A professor may, at the request of the College and if he/she so consents, carry out one or more activities in addition to those provided for in his/her teaching duties, such as:

- correcting examinations and assignments other than his/her own;
- providing support to students other than his/her own;
- activities carried out in the context of the recognition of prior learning and competencies;
- a course equivalency assessment, or an evaluation as part of an admission test;
- participating in a selection committee as provided for in article 8-7.00 or a selection committee as provided for in article 4-4.00 during a period of non-availability;
- participating in a continuing education program committee or a committee in lieu thereof and any related duties.

This professor shall be paid at the hourly rate provided for in Table C of Appendix VI-1.

6-1.05
Subject to article 6-3.00, a professor may not be paid a salary based on years of schooling other than that corresponding to the official certificate of education.

6-1.06
Reclassification of professors shall be done twice a year. If applicable, the salary readjustment resulting from reclassification shall take effect retroactively:

a) to September 1 of the current contract year:

1. if, on the preceding August 31 the professor had completed the necessary studies for a new evaluation of his/her years of schooling;

   and

2. if he/she forwarded the documents required under clause 6-3.01 before October 31 of said contract year, or later if he/she was not responsible for the delay;

b) to the beginning of the twelfth (12^{th}) pay of the current contract year:

1. if, at the end of the eleventh (11^{th}) pay of said contract year, the professor had completed the necessary studies for a new evaluation of his/her years of schooling;

   and

2. if he/she forwarded the documents required under clause 6-3.01 before March 31 of said contract year, or later if he/she was not responsible for the delay.

6-1.07
The effective date of the collective agreement shall not invalidate the official attestation of schooling of a professor issued by the Minister before the collective agreement takes effect.

6-1.08
Each day worked by a professor at the College's request during a statutory holiday covered by article 5-8.00 and during his/her annual vacation shall be remunerated at the rate of 1/260 of his/her annual salary.

6-1.09
The advancement of one (1) step granted on July 1, 2024, to a full-time or part-time professor pursuant to item 3.1 of Appendix VI-4 must be maintained when he/she is rehired by his/her college of origin or by another college.

Article 6-2.00 - Calculation of Work Experience

6-2.01
The professor shall submit to the College the documents that will be used to determine his/her teaching and professional experience no later than thirty (30) days after the date of hiring.

For the purposes of applying the collective agreement, the following shall constitute one (1) year of work experience:

a) for all levels of education[1], one (1) year of full-time teaching in an educational institution approved by the Ministère or, in the case of an institution outside Québec, in an institution recognized by the competent government authority;

b) full-time teaching under a yearly contract for at least ninety (90) days, whether or not they are consecutive, during the same contract year;

c) excluding teaching in a CEGEP, the time spent teaching as a part-time professor or hourly paid professor may be accumulated to count as one (1) year of experience; the number required to constitute one (1) year of experience shall be the equivalent of ninety (90) days of full-time teaching. However, a professor shall not begin to accumulate a new year of experience until he/she has completed the equivalent of one hundred thirty-five (135) days of full-time teaching; the experience thus acquired shall be evaluated in accordance with the following rules:

Teaching experience acquired part-time or as an hourly paid professor:

Level	Days	Hours or Periods	FTE Equivalent
Preschool, elementary and secondary	90	18 x 22 = 396	0.50
	135	27 x 22 = 594	0.75
Post-secondary other than a CEGEP	90	18 x 15 = 270	0.50
	135	27 x 15 = 405	0.75
University	90	18 x 8 = 144	0.50
	135	27 x 8 = 216	0.75

d) in a CEGEP, the time spent teaching as a professor or part-time professor, or hourly paid professor, may be accumulated to count as one (1) year of experience, and expressed as full-time equivalents (FTE) in accordance with clause 8-5.12; the time

[1] Levels of education: preschool, elementary, secondary, post-secondary or college, university.

spent teaching shall be calculated per contract year in accordance with the following provision:

– the number required to constitute one (1) year of experience shall be the equivalent of zero point five (0.5) FTE; however, a professor shall not begin to accumulate a new year of experience until he/she has accumulated the equivalent of zero point seventy-five (0.75) FTE;

e) the teaching year during which a professor, in spite of one or more periods of disability, has been available to the College for at least five (5) months;

however, as of the 2021–2022 contract year, any periods of disability of one hundred and four (104) weeks or less shall be recognized as if the professor were at work;

f) the activities provided for in clause 6-1.04 shall be recognized as professional experience, and the following rule shall apply:

			Full-time equivalent (FTE)
7 hours	:	1 day	0.0040

g) each full-time year of relevant professional or industrial experience in a field other than teaching. These years may nevertheless be accumulated on the basis of a minimum of one (1) month of experience, in accordance with the following rules:

			FTE equivalent
12 months	=	1 year	1.00
52 weeks	=	1 year	1.00

However, when continuous work is involved:

			FTE equivalent
10 to 12 months	=	1 year	1.00
43 to 52 weeks	=	1 year	1.00

The duration of work experience shall be calculated by subtracting the dates of the beginning and of the end of employment (year-month-day).

If the experience is given in weeks, days or hours, the following rules shall apply:

			FTE equivalent
39 weeks	=	9 months	0.75
26 weeks	=	6 months	0.50
13 weeks	=	3 months	0.25
4 weeks	=	1 month	0.0833
21 working days	=	1 month	0.0833
7 hours	=	1 day	0.0040

The days remaining after the preceding rules are applied shall be evaluated as follows:

			FTE equivalent
5 to 11 days	=	1/4 month	0.0208
12 to 18 days	=	½ month	0.0417
19 to 24 days	=	3/4 month	0.0625
25 days or more	=	1 month	0.0833

No experience of less than one (1) month shall be subject to the application of these rules.

Relevant part-time professional or industrial work experience shall be calculated in accordance with the rules of this paragraph, with the necessary adjustments.

Relevant professional or industrial work experience may be accumulated, per contract year, to count as one (1) year of experience in accordance with the following provision**:**

– the number required to constitute one (1) year of experience shall be the equivalent of zero point five (0.5) FTE; however, a professor shall not begin to accumulate a new year of experience until he/she has accumulated the equivalent of zero point five (0.75) FTE;

h) the cumulative teaching experience under subparagraphs c) and d) and relevant professional or industrial experience under subparagraph f); experience is calculated per contract year in accordance with the following provision:

– the number required to constitute one (1) year of experience shall be the equivalent of zero point five (0.5) FTE; however, a professor shall not begin to accumulate a new year of experience until he/she has accumulated the equivalent of zero point seventy-five (0.75) FTE.

In no case shall the professor accumulate more than one (1) year of experience during the same contract year.

6-2.02
Clause 6-2.01 shall not have the effect of reducing the number of years of work experience already recognized for a professor employed by the College before March 31, 2010, in accordance with official rules or scales previously in use at the College.

The same shall apply to the years of work experience already approved by the former provincial committee for the classification of college professors.

6-2.03
A professor on availability who has not been relocated shall be considered to be a full-time professor and his/her experience shall be determined in accordance with the provisions of clause 6-2.01.

6-2.04
A professor on leave without pay not provided for in the collective agreement, during the winter 2021 semester, in connection with the health crisis, shall be recognized for any relevant experience as if he/she were at work in proportion to his/her teaching load.[1]

[1] Letter of Agreement 2015–2020 – number 13 of December 15, 2020, concerning the amendment of certain provisions of the 2015–2020 collective agreement and a list of measures put in place in certain CEGEPs due to the health crisis.

Article 6-3.00 - Evaluation of Years of Schooling and Recognition of the Master's Degree for the Purposes of Remuneration

6-3.01
A professor shall provide the College with all the official documents related to his/her schooling with the official seal of the educational institution or the signature of authorities designated by the establishment and provided for in the *Manuel d'évaluation de la scolarité* (diplomas, statements of marks, report cards, certificates, licences, etc.) within thirty (30) days following his/her date of hiring, if he/she is a new professor, or in accordance with clause 6-1.06 in the case of a professor who has been reclassified.

In order to recognize and evaluate the years of schooling, the College shall have the responsibility of initiating a request of "particular qualification" with the Minister for any competencies that have been acquired by other means than through studies recognized by the Ministère.

Within thirty (30) days of receiving his/her Master's degree, the College shall notify the new professor in writing of the recognition of his/her Master's degree for the purposes of remuneration.

At any time, a professor who obtains a Master's degree shall send it to the College. Within thirty (30) days of receiving it, the College shall notify the professor in writing of its decision regarding the recognition of his/her Master's degree for the purposes of remuneration. The professor's salary shall be readjusted according to the provisions provided for in clause 6-1.06.

In accordance with the provisions of Appendix VI - 1, a Master's degree shall be recognized for the purposes of remuneration if it is acquired in the subject taught or in a related subject relevant to the teaching of the subject indicated in the professor's contract.

A professor with a diploma or degree recognized for the purposes of attaining the "Master's" scales and step 18 of the single scale in Appendix VI - 1, who changes subject or college under a right or obligation in accordance with article 5-4.00, shall maintain his/her right to remuneration based on such recognition.

6-3.02
In the case of a new professor, the College shall proceed with a provisional evaluation of the professor's schooling. Three (3) months at the latest after receiving from the professor the documents mentioned in clause 6-3.01, the College shall issue an official certification of his/her schooling based on the *Manuel d'évaluation de la scolarité* or on a comparison with similar cases in the *Manuel d'évaluation de la scolarité,* if the case is not specifically covered in the guide.

6-3.03
If, for a professor who has already received official certification of his/her schooling, the College decides that, in accordance with the guide, the professor can obtain a full additional

year of schooling, it shall issue a new official certification of the professor's schooling and make the necessary adjustment to his/her salary.

6-3.04
The College shall not claim a reimbursement following a decision to lower the provisional evaluation of schooling for the period prior to the first (1st) day of the month following the professor's receipt of the notice of modification.

6-3.05
When the professor fails to comply with a request for documentation on the part of the College within sixty (60) days following the date of the request, the College shall issue an official attestation based on the documentation in the professor's file, considered complete.

Notwithstanding the preceding paragraph, if the College's attestation is issued on the basis of incomplete documentation, the College, at the professor's request, shall re-evaluate his/her schooling provided that the delay in producing the necessary documents is not attributable to the professor.

6-3.06
The official certification of schooling shall be sent to the professor, and a copy to the Union. The certification shall be recognized by all the colleges in the network. It shall refer to the Minister's guide *Manuel d'évaluation de la scolarité* for each official document furnished by the professor supporting his/her request for certification, whether relevant or not. The official certification of schooling shall, if applicable, mention the recognition of the Master's degree for purposes of remuneration.

6-3.07
If the official certification of schooling credits the professor with more schooling than does the provisional classification the professor's salary shall be adjusted retroactively in accordance with the provisions of clause 6-1.06, or as of the date the professor was hired, if this is subsequent to one of these dates.

However, if in exceptional cases, the professor begins work between August 15 and September 1, his/her salary shall be readjusted to that date.

In the event that the College pays a professor a retroactive sum of money, interest shall be calculated in accordance with the provisions of clause 9-2.13, except that this interest shall be calculated starting from the fifth (5th) month following the transmission of all documents by the professor, in accordance with the College's instructions.

If the official certification of schooling credits the professor with less schooling than does the provisional classification, the professor's salary shall be adjusted as of the date on which the professor received said certification.

6-3.08
Within thirty (30) days after this collective agreement comes into effect, the FNEEQ (CSN) shall appoint one (1) accredited representative to the Minister. The Minister shall consult this representative before adding any new rulings to the guide *Manuel d'évaluation de la scolarité* in force on the date of the signature of the collective agreement.

6-3.09
The accredited representative shall inform the Minister of his/her opinion on new rulings to be added to the guide (Manuel d'évaluation de la scolarité) within thirty (30) days. However, the time limit of thirty (30) days shall not apply to the months of July and August.

6-3.10
A professor who believes that his/her schooling should be evaluated higher than in the official certificate may file a complaint with the CNR provided for in clause 2-2.05 within sixty (60) days of receiving the certificate. The Union may also file such a complaint on the same conditions. However, the time limit of sixty (60) days is compulsory, but shall not apply during the vacation period provided for in article 8-2.00.

A professor who contests the College's decision regarding the recognition of his/her Master's degree shall file a written complaint with the CNR provided for in clause 2-2.05 and send a copy of such complaint to the College and the Union.

6-3.11
When dealing with issues pertaining to years of schooling, the CNR's mandate shall be to analyse whether the decision mentioned in the official certification and in relation to the evaluation of the professor's years of schooling is in conformity with the regulations of the *Manuel d'évaluation de la scolarité*. To do so, the CNR shall rely on the supporting documents that were listed in the certification presented to the College as part of the document evaluating the professor's years of schooling. However, any explanatory document related to the official supporting documents listed in the certification shall also be taken into consideration.

When an official schooling document was never presented to the College, the CNR cannot take it into consideration when solving a complaint. In that case, the CNR shall inform the professor who in turn shall forward the document to the College for evaluation purposes.

6-3.12
The CRN is bound by the regulations in the *Manuel d'évaluation de la scolarité*; it cannot add, remove or modify regulations.

The CNR may include with its decision a recommendation to the Minister pertaining to a "specific qualification" or a "special decision" under a given rule of evaluation contained in the *Manuel d'évaluation de la scolarité*. Such a recommendation shall not constitute a decision within the meaning of clause 6-3.13 and shall only bind the Ministère, the Union, the College and the professor if the Minister acts on it.

6-3.13
Only a unanimous decision of the CNR shall constitute a decision concerning the complaint filed. In this case, the decision shall be forwarded to the professor, the College and the Union, and the College shall transmit, if applicable, a new official schooling certification, in conformity with the CNR's decision.

If the CNR's decision is not unanimous:

- the complaint shall be sent to the review and advisory committee (RAC) provided for in clause 6-3.14 and the professor, the College and the Union shall be notified;

- a complaint concerning the recognition of the Master's degree shall be sent to an arbitrator appointed by the provincial parties. The arbitrator's decision shall be final and binding on the parties. The College shall issue, if applicable, a new certification of schooling.

6-3.14
Within sixty (60) days following the date this collective agreement takes effect, a RAC shall be created. It shall have the following members:

- one (1) president appointed for the education sector;

- one (1) representative of the employer provincial party;

- the representative of the FNEEQ (CSN) mentioned in clause 6-3.08.

However, the provincial parties shall each appoint at least one (1) substitute for their designated representative. Substitutes may be present at committee meetings but they shall not have any power of decision. If, however, a designated representative is absent from a meeting and his/her substitute is present, the substitute shall become the designated member for the purpose of the meeting.

Its mandate shall be to deal with professors' complaints forwarded by the CNR and to receive, for study or recommendation to the Minister, complaints or suggestions pertaining to a rule of evaluation included in the Minister's guide *Manuel d'évaluation de la scolarité*.

6-3.15
For complaints forwarded by the CNR, the committee's decisions shall be determined by majority vote.

a) When the RAC rules that a case submitted is provided for in the Minister's guide (Manuel d'évaluation de la scolarité), it shall recommend an evaluation of schooling based on the guide; this decision shall be final and without appeal, and shall be binding on the professor, the Union and the College. The College shall then issue a new certificate in accordance with the recommendation.

b) When the RAC finds that the case is not provided for in the guide, it shall inform the Minister.

c) If the RAC finds that a request for review might be the object of an evaluation of "special qualifications" or a "special decision" concerning the rules of evaluation contained in the Minister's guide (Manuel d'évaluation de la scolarité), the committee may send a recommendation to the Minister along with its decision. Such a recommendation shall not constitute a decision as stipulated in paragraph a) and shall not be binding on the Minister, the Union, the College, and the professor unless it is accepted by the Minister.
If, following the committee's recommendation, the Minister's decision results in a change in the professor's evaluation of complete years of schooling, the College shall issue a new official certificate of schooling. In the event that the Minister's decision in accordance with the Committee's recommendation does not result in a change in the professor's evaluation of complete years of schooling, the College shall notify the professor in writing.

6-3.16
The member representing the FNEEQ (CSN) may file a complaint with the review RAC or make suggestions with regard to the rules of evaluation contained in the guide (Manuel d'évaluation de la scolarité).

A unanimous recommendation from the RAC pertaining to a rule of evaluation shall result in a corresponding modification of the guide.

6-3.17
The fees and expenses of the chair and the secretarial costs of the review RAC shall be paid by the Ministère. The fees and expenses of a designated member of the review RAC shall be paid by those who appointed him/her.

6-3.18
An official attestation of schooling cannot be adjusted to the professor's disadvantage. Also, the College may not lower a classification already assented to by one of the former provincial classification committees. Moreover, any certificate issued by the temporary classification committee (CTC, December 1973 agreement) shall be deemed to be a classification by a former provincial classification committee (CPC).

6-3.19
A request for the evaluation of additional schooling may not result in a reduction in the number of years of schooling already acknowledged prior to this request.

6-3.20
When schooling is the determining criterion for the purposes of job security, the classification certificate issued by a former provincial classification committee, the Bureau de reconnaissance des institutions et des études (BRIE), the Service des relations du travail (SRT) or the temporary classification committee shall prevail over the official certification of schooling.

6-3.21
A professor holding a certificate issued with or without reservations by the BRIE or the SRT shall be considered to have received certification from a former provincial classification committee and shall benefit from the same rights.

6-3.22
When the rules for evaluating schooling are modified (they may only have the effect of an upward adjustment), a professor who is covered by this modification shall have his/her official certification of schooling corrected and his/her salary readjusted retroactively in accordance with the conditions determined in clause 10-1.18 of the decree replacing the collective agreement (1972).

In calculating this retroactivity, the College shall take into account any sum of money that has already been paid whether as an advance or as a lump sum payment under the terms of article 3 of the classification agreement (December 1973) for the corresponding periods.

Article 6-4.00 - Salary Scales of Full-time and Part-time Professors

6-4.01 Salary Scales

For the purposes of applying the salary scales, the first (1st) day of a contract year shall be between August 10 and September 1.

The salary scales applicable to full-time and part-time professors and the terms and conditions for their application appear in Table A of Appendix VI - 1.

6-4.02 Period from April 1, 2023 to March 31, 2024

Each rate and salary scale in effect on March 31, 2023, shall be increased by six per cent[1] (6.00 %) effective April 1, 2023.

6-4.03 Period from April 1, 2024 to March 31, 2025

Each rate and salary scale in effect on March 31, 2024, shall be increased by two point eighty per cent[1] (2.80 %), effective April 1, 2024.

6-4.04 Period from April 1, 2025 to March 31, 2026

Each rate and salary scale in effect on March 31, 2025, shall be increased by two point sixty per cent[1] (2.60 %), effective April 1, 2025.

6-4.05 Period from April 1, 2026 to March 31, 2027

Each rate and salary scale in effect on March 31, 2026, shall be increased by two point fifty per cent[1] (2.50 %), effective April 1, 2026.

6-4.06 Period from April 1, 2027 to March 31, 2028

Each rate and salary scale in effect on March 31, 2027, shall be increased by three point fifty per cent[1] (3.50 %), effective April 1, 2027.

6-4.07 Adjustment Clause

A salary adjustment may apply according to the following terms and conditions:

1. As of March 31, 2026, each rate and salary scale[2] in force on March 30, 2026, is increased by the percentage variation between the annual average Consumer Price Index in Québec in 2025-2026 and the annual average Consumer Price Index in Québec in 2024-2025, and such variation is reduced by 2.60 percentage points. The increase cannot be greater than one per cent (1.00%).

[1] However, clause 6-4.11 concerning off-scale professors shall apply.

[2] Exceptionally, clause 6-4.11 concerning off-scale professors shall apply. In the case of a salary adjustment pursuant to the adjustment clause, the off-rate and off-scale clauses apply as of March 31 of the period in question compared to the previous March 30 to take into account such an adjustment.

2. As of March 31, 2027, each rate and salary scale[1] in force on March 30, 2027, is increased by the percentage variation between the annual average Consumer Price Index in Québec in 2026-2027 and the annual average Consumer Price Index in Québec in 2025-2026, and such variation is reduced by 2.50 percentage points. The increase cannot be greater than one per cent (1.00%).

3. As of March 31, 2028, each rate and salary scale[1] in force on March 30, 2028, is increased by the percentage variation between the annual average Consumer Price Index in Québec in 2027-2028 and the annual average Consumer Price Index in Québec in 2026-2027, and such variation is reduced by 3.50 percentage points. The increase cannot be greater than one per cent (1.00%).

For each increase previously calculated, if the result is less than 0.05%, the rates of the salary scales shall not be modified.

The salary adjustments set out in the previous paragraphs are applied to the pay of a professor and paid retroactively in the 180 days following the publication of the data by Statistics Canada.

For the purposes of the calculations of this clause:

1. The Consumer Price Index in Québec corresponds to the average per fiscal year (April to March) for all products and for which Statistics Canada is the source, Table 18-10-0004-01 Consumer Price Index, monthly, seasonally unadjusted;

2. The variation of the Consumer Price Index is expressed as a percentage and this percentage is rounded to two decimals.

The salary adjustment cannot be negative in any circumstances.

6-4.08
The salary rates and scales applicable to full-time and part-time professors shall be determined according to the methodology set out in Appendix VI-4.

6-4.09 Premium increase
Each premium, with the exception of fixed premiums and premiums expressed as a percentage, shall be increased on the same date and according to the same salary rate and scale increase parameters set out in clauses 6-4.02 to 6-4.06 and 6-4.07, if applicable.

The rates for these premiums are indicated in the collective agreement.

[1] Exceptionally, clause 6-4.11 concerning off-scale professors shall apply. In the case of a salary adjustment pursuant to the adjustment clause, the off-rate and off-scale clauses apply as of March 31 of the period in question compared to the previous March 30 to take into account such an adjustment.

6-4.10 Special provisions

Notwithstanding clause 6-4.01, the salary scales applicable to professors covered by Appendix III - 1 (CQFA) shall be the salary scales appearing in Table D of Appendix III - 1. Moreover, the dates on which the increases in the salary rates and scales are taken into account for the purposes of the pension plans shall be those provided for in clauses 6-4.02 to 6-4.06 and 6-4.07, if applicable.

6-4.11 Off-scale professors

a) As of April 1, 2023, a full-time or part-time professor whose salary, on the day preceding the date of the upward adjustment of salary scales, is higher than the maximum on the salary scale in effect for his/her schooling and work experience, shall benefit, on the date of the upward adjustment of the salary scale, from a minimum increase equal to half (1/2) of the percentage applicable, on the first (1st) day of the period in question with respect to the last day of the preceding period, to the maximum on the salary scale to his/her schooling and work experience on the last day of the preceding period.

b) If the minimum increase defined in paragraph a) results in situating an off-scale professor, on the first (1st) day of a period, in a salary less than the maximum on the salary scale in effect for his/her schooling and work experience, the minimum increase shall be equal to the amount necessary for him/her to obtain the maximum on the salary scale.

c) The difference between, on the one hand, the percentage increase of the maximum step of the salary scale in effect for the professor's schooling and work experience and, on the other hand, the minimum increase as established in accordance with paragraphs a) and b) shall be paid to him/her by means of a lump sum payment calculated on the basis of his/her salary on the last day of the preceding period.

d) The lump sum payment to be paid shall be determined in proportion to the professor's full-time equivalent workload on the basis of which he/she is remunerated.

Article 6-5.00 - Salary Rates and Scales of Hourly Paid Professors and Hourly Rates for Other Activities

6-5.01 Hourly rates and salary scales

The hourly rates and salary scales for hourly paid professors shall be those appearing in Table B of Appendix VI - 1.

6-5.02 Increases in hourly rates and salary scales

The hourly rates and salary scales for hourly paid professors shall be increased, applicable on the dates given in Table B of Appendix VI - 1 and in the way provided for in clauses 6-4.02 to 6-4.06 and 6-4.07, if applicable, with the necessary adjustments.

6-5.03 Special provisions

The dates on which the modifications to the hourly salary rates and scales are taken into account for the purposes of the pensions plans shall be those provided for in clause 6-5.02.

6-5.04

The hourly salary rates and scales for hourly paid professors shall be determined in accordance with the methodology provided for in Appendix VI - 4.

6-5.05 Hourly rates for other activities

The hourly rates of professors for the other activities provided for in clause 6-1.04 are set out in Table C of Appendix VI-1.

6-5.06

The hourly rates of professors for other activities shall be determined in accordance with the methodology set out in Appendix VI-4.

Article 6-6.00 - Payment of Salary

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

6-6.01
Subject to clause 3-3.02 and 6-6.03 and the provisions of various plans (tax, insurance, pension, etc.), a full-time professor's salary shall be payable in twenty-six (26) equal instalments every second (2^{nd}) Thursday. However, in order to avoid an interruption in the continuity of salary payments, when the pay schedule includes twenty-seven (27) pay Thursdays in a contract year, the College shall pay a professor's salary in twenty-seven (27) equal instalments instead of twenty-six (26).

The salary of a part-time professor or hourly paid professor shall be payable every second (2^{nd}) Thursday for the duration of his/her individual contract.

6-6.02
In the event that payday should fall on a statutory holiday, the College shall pay its professors on the working day preceding this statutory holiday.

6-6.03
The salary shall be paid at two (2) week intervals during the annual vacations.

6-6.04
In the event of an error on the pay, the College shall correct this error on the following payday. An explanatory note shall be included with the pay cheque giving reasons for the error and the particular way in which it was corrected.

6-6.05
Each professor shall receive a pay statement in electronic format, containing at least the following information:

a) the professor's name;

b) the pay period and date;

c) the regular gross salary;

d) any additional remuneration;

e) substitution pay;

f) premiums;

g) details of deductions;

h) net pay;

i) the professor's personnel number, if applicable;

j) cumulative earnings and deductions;

k) deductions for complementary insurance plans, if applicable.

When the College wishes to modify the means of transmission of the pay statement, it shall inform professors of the date of the change. A professor who wishes to continue receiving a pay statement on paper must notify the College, in writing, within fifteen (15) working days following the College's notice.

If the means of electronic transmission is already in application at the time this collective agreement takes effect, the professor who receives a pay statement on paper shall continue to receive it in this fashion.

6-6.06
Union check-off must appear on Revenue Canada's T-4 form and on the Relevé 1 form of the Agence du Revenu du Québec.

6-6.07
On September 30, the College shall provide each professor with a statement of his/her sick leave bank as of the preceding September 1.

6-6.08
At a professor's request, the College shall undertake to deduct at the source any sum to be deposited in an established financial institution located on the College's premises.

Article 6-7.00 - Travel Expenses

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

6-7.01
In accordance with the schedule in effect at the College, the College shall defray travelling costs between the College's sub-centres, campuses or buildings within the same city or municipality, where the professor is normally required to teach at both places during the same day.

The College shall also reimburse the expenses incurred during travel authorized for the preparation of fieldwork.

6-7.02
In accordance with the schedule in effect at the College, the College shall also reimburse travel, accommodation and meal costs of a professor who has to commute between the College's sub-centres, campuses or buildings that are not located in the same city or municipality. The same shall apply to a professor who is required to teach in a locality other than that in which he/she does the majority of his/her teaching.

6-7.03
The College shall reimburse the expenses of professors for participating in provincial committees formed by the Ministère or instituted under the terms of this collective agreement, upon presentation of an appropriate statement of accounts, in accordance with the schedule in effect at the College.

6-7.04
For the purposes of this article, the areas in which fieldwork is carried out and the teaching sites designated in an agreement such as a partnership with another institution shall be considered sub-centres, campuses or buildings of the College.

CHAPTER 7 - PROFESSIONAL DEVELOPMENT

Article 7-1.00 - General Provisions

7-1.01
For the purposes of professional development, the College shall have the sum of one hundred ninety-five dollars ($195) at its disposal annually, for every full-time professor or the equivalent as provided for in clause 8-5.02.

7-1.02
The employer provincial party shall establish a provincial professional development fund, the amount of which shall be determined by multiplying forty-two dollars ($42) by the number of full-time professors or equivalent allocated for the preceding year under the terms of clauses 8-5.03, 8-5.04, 8-5.05 and 8-5.06 to those colleges whose local unions are affiliated with FNEEQ (CSN).

This fund shall be used for the professional development of professors in colleges remote from the university centres of Montreal, Quebec City and Sherbrooke, in particular for travel and accommodation expenses.

Within sixty (60) days following the effective date of the collective agreement, the provincial parties shall form a committee for the purpose of drafting the list of colleges benefiting from this fund and to establish the apportionment of the allocated sums among these colleges.

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

7-1.03
Within the limits of its resources, the College shall provide all professors with real possibilities for professional development through activities, study or projects useful to teaching.

7-1.04
The courses offered by the College shall be free of charge for the College's professors. However, the College shall not be required to organize courses or hire supplementary teaching personnel.

7-1.05
Upon request made no later than sixty (60) days prior to the beginning of a semester, the College shall try to arrange the professor's timetable so as to allow him/her to take courses or pursue professional development activities. This clause shall not have the effect of reducing the professor's workload.

7-1.06

The College shall respect all engagements made prior to the date on which this collective agreement came into effect by allowing professors in its employ to complete professional development activities already in progress.

The above activities shall be financed with money provided for under the terms of clauses 7-1.01 and 7-1.02 for the professional development of professors.

Article 7-2.00 - Provisions Relating to Leave with Pay for Professional Development

7-2.01
Leave with pay for professional development as provided for in the collective agreement shall not alter any of the rights and benefits to which a professor is entitled during a normal teaching year, as defined in these stipulations.

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

7-2.02
A professor who benefits from leave with full salary agrees to remain in the service of the College from which he/she obtained the leave, upon his/her return for a period of three (3) years for each year of salary paid. If such a commitment is not honoured, the professor shall reimburse upon his/her departure, one third (1/3) of his/her salary for each year in which he/she does not honour his/her commitment.

In the case of leave with partial salary, the professor agrees to remain in the service of the College from which he/she obtained the leave for a period of two (2) years, or to reimburse upon his/her departure, half (1/2) of the partial salary received for each year in which he/she does not honour his/her commitment.

In cases where the leave for professional development is for two (2) consecutive full-time years, the commitment to remain in the service of the College from which he/she obtained the leave shall be six (6) years, and the reimbursement shall be one sixth (1/6) for each year in which this commitment is not honoured.

7-2.03
On the condition that the documents required are produced within the required time limits, the bursaries or any other form of financial aid granted shall be paid to the beneficiaries as follows, unless otherwise agreed upon with the professional development committee:

a) Amounts of five hundred dollars ($500) or less shall be paid in equal monthly instalments based on the duration of the professional development for which the aid is being granted. The first (1st) instalment shall be paid at the beginning of leave for professional development and the others at the beginning of each month.
b) Amounts in excess of five hundred dollars ($500) shall be paid as follows: thirty per cent (30%) of the total amount at the beginning of the leave; the rest in equal monthly instalments based on the duration of the professional development for which the aid is being granted. The payments shall be made on the first (1st) day of each month.

In the case of leave with pay, the salary itself shall not be subject to the provisions of this clause and, unless otherwise agreed with the College, it shall be paid as prescribed in this collective agreement for regular salary.

7-2.04
Each professor currently benefiting from leave with pay for full-time professional development shall continue to do so. His/her obligations shall remain those required at the time he/she obtained his/her leave, unless this chapter provides for more advantageous conditions.

7-2.05
In the case of total or partial permanent or temporary disability, the College and the professor shall agree on different terms and conditions for reimbursement or release from debt. These terms and conditions shall be brought to the attention of the Labour Relations Committee and, failing agreement, the parties may avail themselves of the grievance procedure on the basis of equity.

7-2.06
In the case of death or total permanent disability, the obligation to reimburse shall be waived.

7-2.07
Leaves provided for in this article shall not have the effect of modifying the rights and benefits to which the professor is entitled in a normal teaching year.

Article 7-3.00 - Provisions Relating to a Leave Without Pay for Professional Development

7-3.01
Unless specifically stipulated otherwise, leave without pay for professional development as provided for in the collective agreement shall not alter any of the rights or benefits to which a professor is entitled during a normal teaching year, as defined in these stipulations.

However, while on leave without pay for professional development, the professor shall continue participating in the health insurance plan under the terms and conditions of clauses 5-5.01 and 5-5.15. Moreover, to continue benefiting from the advantages of other insurance or retirement plans, the professor shall assume their total costs, provided that the master policies or plans so allow.

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

7-3.02
A professor who wishes to obtain a leave for professional development without pay shall submit such a request in writing to the College by May 15 at the latest for the fall semester and by November 15 at the latest for the winter semester.

Subject to pedagogical or recruitment constraints, the College shall grant a request for such a leave.

The conditions for the departure and return of the professor who has obtained leave without pay for professional development shall be agreed upon between the College and the professor concerned, in accordance with the provisions of this agreement.

7-3.03
The normal duration of leave without pay for professional development shall be at least one (1) semester and at most two (2) years, or the equivalent.

7-3.04
Unless specifically stipulated otherwise, leave without pay for professional development as provided for in this article shall not alter any of the rights or benefits to which a professor is entitled during a normal teaching year.

Article 7-4.00 - Professional Development Committee

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

7-4.01
The professional development committee shall be a standing committee on which both parties are represented. Within thirty (30) working days following the date on which this collective agreement comes into effect, each party shall appoint a maximum of three (3) representatives. Each year thereafter, each party shall appoint its representatives, preferably at the end of the teaching year.

7-4.02
The mandate of the representatives on the professional development committee shall be one (1) year and shall be renewable.

7-4.03
The function of the professional development committee shall be:

a) to establish the professional development priorities for the College's professors in conformity with article 2-4.00 concerning affirmative action programs, if applicable;

b) to define professional development programs. For the purposes of this paragraph, programs may include industrial fieldwork and courses offered by a body other than an educational institution;

c) to determine the use and apportionment of the amounts provided for in clause 7-1.01 for assignment to one or the other of the professional development programs, as well as the terms and conditions for the payment of amounts allocated to the professors;

d) to establish eligibility criteria;

e) to receive professors' applications for professional development and to choose among the candidates, taking the department's recommendations into consideration.

7-4.04
An agreement between the parties shall be binding on the College, the Union and the professors.

7-4.05
Any amount that is not allocated during one year, because of disagreement between the representatives of the parties, shall be transferred to the professional development budget for the following teaching year.

7-4.06
The representatives of the parties on the committee may also agree to transfer all or part of the professional development budget from one teaching year to the next.

7-4.07
Each year, the committee shall manage the professional development budget for the current teaching year and, if applicable, the professional development budget from the previous year transferred under the terms of clauses 7-4.05 and 7-4.06.

7-4.08
The committee shall function autonomously.

Article 7-5.00 - Reintegration

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

7-5.01
A professor on leave for professional development shall inform the College in writing of the date he/she intends to resume work before March 15 if his/her return is to coincide with the beginning or the fall semester and before November 15 if his/her return is to coincide with the beginning of the winter semester, unless the date of his/her return has already been agreed upon.

7-5.02
A professor who has benefited from such leave shall present official written certification of the studies completed, if applicable, when he/she returns to his/her teaching duties.

Article 7-6.00 - Provisions Relating to Leave for Obtaining a Degree Providing Access to the "Master's" Scales and Step 18

7-6.01
A professor may benefit from leave with pay to obtain a Master's degree, in accordance with the terms and conditions of this article.

7-6.02
A professor shall forward his/her training project to the College. By May 15 at the latest, the College shall send the project to the parity placement committee with a notice confirming its recognition of the Master's degree cited in the proposal for the purposes of remuneration.

7-6.03
The parity placement committee shall analyze the training proposals and, taking into account the funds available under clause 5-4.21 C), it shall first accept training proposals submitted by professors with nineteen (19) years of schooling and who were at step 17 in 2005-2006.

7-6.04
Following the parity placement committee's approval of the training proposal, the College shall grant the professor leave with pay for the duration of the proposal.

7-6.05
The proposed training may be taken full-time or part-time. The duration of the proposed training may be one (1) semester, and no more than four (4) semesters. Continuation of the training shall be conditional on its successful completion. The College shall verify the successful completion of the training and notify the parity placement committee.

7-6.06
When a professor is absent for reasons of disability, or of provisions related to parental rights or family reasons, he/she may temporarily suspend his/her training proposal for the period he/she is absent, without exceeding a maximum of two (2) years. When the duration of the interruption is effective for a full semester, the training proposal shall not be counted for the purposes of clause 5-4.21 C).

7-6.07
Once the proposed training is interrupted for other reasons than those provided for in clause 7-6.06, the professor must notify the College. In this case, the training shall be terminated and the professor shall resume his/her position or teaching load in accordance with the terms and conditions agreed upon by the professor and the College.

7-6.08
A professor who is on a leave provided for in this article, commits to providing, upon his/her return, service delivery to the College or another college in the network for a duration equal to the training project in full-time equivalents (FTE), failing which the professor shall refund, at his/her departure effective date, an amount calculated as follows:

– the salary received for the duration of the training minus the salary received during the service delivery up to the effective date of his/her departure.

For the purposes of this clause, a professor placed on availability or absent for reasons of disability, or on maternity, paternity or adoption leave is considered to be on service delivery.

If during the period he/she has provided his/her service delivery, a professor has received an indemnity or a benefit under the collective agreement, the salary received during that period is calculated according to the basic weekly salary used to establish such an indemnity or such a benefit**.**

7-6.09
The leave provided for in this article shall not have the effect of modifying the rights and benefits to which the professor would be entitled during a normal teaching year.

Article 7-7.00 – Provisions relating to leaves to maintain teaching expertise

7-7.01
As of the 2024-2025 contract year, 4.17 FTEs per year shall be allocated to colleges in which the professors' union is affiliated to the FNEEQ (CSN) in order to allow a professor of a highly evolving subject or a subject requiring significant technological adaptations to maintain his/her expertise.

The unused resources from one year shall be added to the resources of the following year.

7-7.02
The full-time or part-time professor with at least three (3) years of seniority is eligible for a part-time leave if he/she plans to undertake training through a higher education institution, an organization able to offer training activities or if he/she plans to undertake an unpaid internship. In all cases, the activity must be related to the teaching subject for a technical program's specific training.

7-7.03
The professor who wishes to benefit from such a leave shall submit to the College in writing a project for which the leave shall not exceed 0.5 FTE during one contract year and must, at a minimum, be spread out over one semester. The project shall include, in particular:

- the professor's subject;
- the program(s) of study concerned;
- the description of the project;
    - the goals pursued;
    - the organization with which he/she intends to undertake the training or internship;
    - the duration of the project and the leave requested.

7-7.04
The College shall analyze the project and consult the departments concerned on its relevance and impact on teaching.

By May 15 at the latest, the College shall forward the selected projects to the parity placement committee as well as the leave (CI_L) related to each project. The committee shall give the College its answer by June 15 at the latest. However, for the 2024-2025 contract year, these dates are replaced by November 1, and December 1, 2024.

7-7.05
The parity placement committee grants the leaves starting with the projects with the smallest value in FTEs. In the case where there are insufficient available resources to grant all projects of an identical value, the committee shall proceed in order of the professors' seniority.

7-7.06
For the duration of his/her project, a professor shall be paid the salary that he/she would receive if he/she were at work; he/she shall receive all rights and benefits that a teaching year provides.

7-7.07
In the case of an absence due to a disability or one of the leaves stemming from parental rights or a family leave, where the professor must interrupt his/her project and cannot defer the project in the current contract year, the project ends.

When a project is interrupted for reasons other than the ones mentioned in the previous paragraph, the professor must advise the College. In such a case, the project ends and the professor returns to a teaching load according to the terms and conditions to be agreed upon between the professor and the College.

In such cases, the College shall advise the parity placement committee of the interruption of the project and the unused resources are deferred to the following contract year.

CHAPTER 8 - THE TEACHING LOAD AND ITS DISTRIBUTION

Article 8-1.00 - General Provisions

8-1.01
In no case whatsoever shall a professor be required to do or have his/her students do production, construction, moving or maintenance, inventory, installation or service work. Only production work directly related to the program of study and to its stated goals may be done, and only during working hours. A professor shall not do or have his/her students do any work of the same nature for his/her personal ends on the work premises without written authorization from the College.

8-1.02
Student's marks shall be reviewed at the College's request or following a request made to the College by a student.

The student shall send requests to the coordinator of the department in question and the review committee provided for in the collective committee shall be responsible for the case.

Only the professor concerned or the review committee may modify a student's marks.

8-1.03
The course workbook or course notes, including those in audiovisual or electronic format, of which the professor is the author or one of the authors, shall not be used without his/her consent.

The use of a work of which the professor is the author or one of the authors shall be subject to the provisions of Appendix V - 3.

The course plan may not be used by the College without the professor's consent. The professor cannot refuse such consent without a valid reason.

8-1.04
Insofar as possible, each professor shall have an individual office. This office shall be accessible to the professor on a continuous basis, subject to regulations regarding access.

8-1.05
When a professor does not have an individual office, in particular for student support and supervision, the College shall provide a common room for this purpose.

8-1.06
A professor shall have access to the computer hardware and software related to his/her teaching load in accordance with the terms and conditions determined by the College's policies and practices.

Article 8-2.00 - Provisions Relating to Vacation

8-2.01
A regular professor shall be entitled to a paid vacation period in accordance with the following terms and conditions:

a) a full-time professor shall be entitled to two (2) months of paid vacation if he/she has been available for ten (10) months under the terms of the collective agreement;

b) a part-time professor shall be entitled to a portion of the two (2) months of paid vacation, in proportion to his/her full-time equivalent, calculated in accordance with clause 8-5.12;

c) a full-time or part-time professor who has not been available in accordance with the terms of his/her contract shall only be entitled to part of the paid vacation defined in paragraph a) or b), as the case may be, in proportion to his/her availability.

8-2.02
For the purposes of clause 8-2.01, the leave provided for in article 5-6.00, in accordance with the terms and conditions specified therein, the periods covered by salary insurance for a total duration not exceeding twelve (12) months, and any leave with pay shall be considered time served by the professor receiving these benefits; the same applies to leaves with pay provided for in paragraph A) of clause 5-9.06.

When the total period covered by a professor's salary insurance exceeds twelve (12) months, remuneration for the professor's vacation shall be established as follows: one fifth (1/5) of the regular salary earned, one fifth (1/5) of the salary insurance benefits and any disability benefits paid to the professor by an agency other than the College under the terms of a federal or provincial law during the teaching year.

8-2.03
The salaries of a full-time or part-time professor, as well as the hourly rate of an hourly paid professor shall include the remuneration owed as vacation pay.

Moreover, the hourly rate for other activities provided for in clause 6-1.04 includes remuneration owed for vacation time and statutory holidays.

8-2.04
A full-time or part-time professor who leaves the College's employ prior to the end of his/her contract shall receive, as vacation pay, one fifth (1/5) of the total salary earned between the date of the beginning of his/her last contract and the effective date of his/her departure.

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

8-2.05
Generally speaking, between June 15 and September 1, with the exclusion of June 24 (Fête nationale), a regular professor shall be entitled to a paid vacation period.

However, when the pedagogical objectives of a particular course, option, program or when the execution of research duties are of such a nature that a regular professor must teach or execute these duties during the period between June 15 and September 1, the College, after consulting with the Labour Relations Committee, may provide for paid vacations at another time during the contract year.

Article 8-3.00 - Provisions Relating to Availability

8-3.01

a) A full-time professor shall be available to the College for thirty-two and a half (32 ½) hours per week, normally broken down into six and a half (6 1/2) hours per day.

b) A part-time professor shall be available for a time period equivalent to his/her teaching load, in proportion to that of a full-time professor.

c) A professor on availability shall not be required to be available to the College for a period greater than that equivalent to his/her salary in proportion to the annual salary that he/she would receive if he/she had a full teaching load.

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

8-3.02

A full-time professor shall be available to the College from Monday to Friday. This availability shall be between 8:00 a.m. and 11:00 p.m. and is established for a minimum of one (1) semester, unless the parties agree otherwise.

8-3.03

a) When the timetable where fieldwork is being done so requires, the College may establish the professor's availability outside of the regular timetable provided for in clause 8-3.02.

b) When a teaching assignment requires more than six and a half (6 1/2) hours of availability per day, the College shall recognize the professor's right to a period of non-availability at another time during the week, so that his/her weekly availability does not exceed thirty-two and a half (32 1/2) hours. This period shall be established after agreement between the College and the professor.

c) When the available resources and the organization of teaching allow, the College shall foster schedules that facilitate work-family balance, which includes having caregivers [1].

8-3.04

Within the framework of this article, the following restrictions shall apply:

a) a minimum of fourteen (14) hours shall have elapsed between the end of the availability period of one day and the beginning of the next availability period;

b) the availability period shall be completed within a span of ten (10) hours.

[1] Reference: section 79.6.1 of the Act respecting labour standards.

8-3.05
Unless the parties agree otherwise, a professor shall have one and a half (1 1/2) hours for meals.

8-3.06
A professor shall normally perform his/her duties on College premises. He/she shall be required to be there when the duties of his/her workload so require.

8-3.07
A professor who teaches in more than one sub-centre, building or campus of the same college shall be allowed a reasonable amount of time for commuting within his/her weekly period of availability. The expenses incurred for these trips shall be reimbursed to the professor in accordance with the provisions of article 6-7.00.

The College shall take the travelling time provided for in clause 6-7.02 into consideration in establishing a professor's workload, after submitting the question to the Labour Relations Committee.

Article 8-4.00 - Teaching Load

8-4.01

a) Type 1

The teaching load[1] for each professor shall include all activities inherent in teaching, in particular:

- preparation of the course outline;
- preparation of classes, labs and fieldwork;
- teaching of classes, labs and fieldwork;
- adaptation;
- support and supervision of students;
- preparation, invigilation and correction of examinations;
- revision of corrections at the students' request;
- participation in pedagogical days organized by the College;
- participation in departmental meetings and required activities.

b) Type 2

For some professors, the teaching load may also include 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;
- participation in institutional development.

c) Type 3

It may also include, if the professor agrees:

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

8-4.02

Unless the parties agree otherwise, a professor shall:

a) personally compile the marks for each test, examination or project he/she assigns to students;

[1] The updating of knowledge is implicit in the activities required by the teaching load (as recognized by the parity committee's study « Enseigner au Collégial Portrait de la profession » - March 2008)

b) hand in the marks in accordance with the technical regulations issued by the College;

c) hand in a final mark for each course no later than five (5) working days after the end of each of the semesters in the school calendar.

8-4.03 Professional services rendered

With respect to the recognition of professional services rendered by CEGEP professors, without limiting the scope of articles 4-1.00, 8-3.00, 8-4.00, 8-5.00 and 8-6.00, and without increasing the workload of CEGEP professors, the provincial parties agree that recognized professional services rendered shall also include collaborative school life activities inherent in the programs, as well as pedagogical activities. These pedagogical activities shall be part of one or the other of the following fields: learning assistance, support and supervision in order to improve students' success, pedagogical training and professional assistance.

a) Each full-time professor shall devote one hundred seventy-three (173) available hours every teaching year to these activities. Similarly each part-time professor shall devote a number of hours per teaching year to these activities, in proportion to his/her FTE.

b) The participation of professors in collaborative activities inherent in the programs, organized during pedagogical days, shall be part of the one hundred seventy-three (173) hours mentioned above.

c) The department shall identify and distribute pedagogical activities included in one or more projects annually, based on institutional priorities identified by the College, taking the strategic plan into account. A professor may participate in one or more activities and several professors may participate in a shared activity. This distribution shall be done in accordance with the competencies and interests of each professor and shall be submitted to the College for approval.

d) The time devoted to a pedagogical activity shall include preparation, performance and follow-up of the activity.

   At the end of each year, each professor shall report to the members of the department the pedagogical activities performed in order to evaluate their impact and make recommendations. This information is included in the department's annual report as provided for in clause 4-1.11.

e) Participation of professors in these activities shall not have an impact on the distribution of the workload of a professor as provided for in article 8-6.00 or on the application of Appendix I - 1.

f) This clause shall apply to professors of aeronautics at the Collège de Chicoutimi, with the necessary adaptations.

8-4.04 Research

The parties recognize the importance of research at the collegiate level and its contribution to the development and advancement of knowledge.

Article 8-5.00 - Number of Regular Professors

8-5.01
No later than March 31 of a teaching year, the Ministère shall send to each College or campus the financial procedures used to determine the total number of full-time professors or the equivalent to which it is entitled during the following teaching year. The financial procedures shall include the rules for allocations to the College or campus, for each of the three (3) types of teaching duties, for all resources provided for in the collective agreement.

In addition, the Ministère shall forward at the same time to each College or campus the amounts granted under Appendix I-14 and the allowances and amounts granted in accordance with Appendix I-19.

At the same time, the Ministère shall send the FNEEQ (CSN) and each union the documents set out in the preceding paragraphs.

8-5.02
The financial procedures used by the Ministère shall determine the value of four (4) numbers:

- the resources allocated for Type 1 teaching duties of clause 8-4.01;
- the resources allocated for Type 2 teaching duties of clause 8-4.01;
- the resources allocated for Type 3 teaching duties of clause 8-4.01;
- the resources allocated for the purposes of clause 8-5.06;

to which the amount allocated under Appendix I-14 shall be added.

8-5.03
A) The number of full-time regular professors or the equivalent allocated by the Ministère for Type 1 teaching duties to any given College or campus for a teaching year shall be determined by applying the appropriate provisions of the financial procedures to the number of students enrolled in each course or program, as the case may be, given by the regular education sector of the College or campus, and shall include the number provided for in Column A of Appendix I - 2. These resources are provided for in the 1995-1998 collective agreement for theory and lab work, fieldwork, excluded programs, numerous preparations and travel time.

B) The number of full-time professors or the equivalent for Type 1 shall also include the resources allocated by the Ministère to a College or campus under Appendices I – 11 and I – 19.

C) As of the 2024-2025 contract year, the number of full-time professors or the equivalent for Type 1 also includes the resources allocated by the Ministère to each College or campus under Appendix I-16.

8-5.04

The number of regular full-time professors or the equivalent allocated by the Ministère for Type 2 teaching duties to a given college or campus for a teaching year shall be determined by applying the appropriate provisions of the financing procedure and shall include the resources provided for in the following paragraphs, adding to it the number provided for in Column B of Appendix I - 2. These resources are provided for in the 1995-1998 collective agreement for the purposes of departmental coordination and the coordination of departments involved with professional teaching by means of fieldwork and workshops and support and supervision, especially for new students.

a) Each college or campus shall be allocated annually one (1) full-time professor or the equivalent for every eighteen (18) full-time professors or the equivalent allocated by virtue of clause 8-5.03.

However, as of the 2024-2025 contract year, colleges to which fewer than six point three (6.3)[1] full-time professors or the equivalent have been allocated in accordance with the preceding paragraph shall receive an allocation of at least six point three (6.3)[1] full-time professors or the equivalent[1].

This minimum shall not apply to the following teaching units[2]:

Colleges	Teaching Units
Abitibi-Témiscamingue	Sous-centre d'Amos
	Sous-centre de Val-d'Or
	Pavillon anglophone de Val-d'Or
	Centre d'études collégiales des Premières Nations (Institut Kiuna; francophone)
Beauce-Appalaches	Centre d'études collégiales de Lac-Mégantic
	Centre d'études collégiales de Sainte-Marie-de-Beauce
Chicoutimi	CQFA
Dawson	Centre d'études collégiales des Premières Nations (Institut Kiuna; anglophone)
Édouard-Montpetit	École nationale d'aérotechnique
	Pavillon anglophone de l'ÉNA
Gaspésie et des Îles	Centre d'études collégiales Carleton-sur-Mer
	École des pêches et de l'aquaculture du Québec
Jonquière	Centre d'études collégiales en Charlevoix

[1] For the 2023-2024 contract year, the College is guaranteed a minimum of six (6) FTEs.

[2] In the event of the creation of new colleges or new teaching units, the provincial parties shall meet to study the situation.

La Pocatière	Centre d'études collégiales de Montmagny
	Centre d'études collégiales du Témiscouata
Saint-Félicien	Centre d'études collégiales à Chibougamau
Saint-Jérôme	Centre d'études collégiales de Mont-Laurier
	Centre d'études collégiales de Mont-Tremblant
Sept-Îles	Pavillon anglophone de Sept-Îles
Shawinigan	Centre d'études collégiales de La Tuque
Thetford	Centre d'études collégiales de Lotbinière
Valleyfield	Centre d'études collégiales à Saint-Constant

Notwithstanding the foregoing, as of the 2024-2025 contract year, a teaching unit of the above list, if considered distinct from its College in the application of the collective agreement as it pertains to the department and to departmental coordination, annually disposes of one (1) full-time professor or the equivalent per fourteen (14) full-time professors or the equivalent allocated to Type 1 in accordance with clause 8-5.03.

b) The number of regular full-time professors or the equivalent provided for in column E of Appendix I-2 shall be allocated for the purpose of program coordination;

c) The number of regular full-time professors or the equivalent provided for in column F of Appendix I-2 shall be allocated for the purpose of coordinating nursing placements;

d) The number of regular full-time professors or the equivalent provided for in column G of Appendix I-2 shall be allocated for the purpose of coordinating Health Services placements[1].

e) As of the 2024-2025 contract year, the number of regular full-time professors or the equivalent provided for in Column H of Appendix I-2 is allocated for the purpose of coordinating internships with indirect supervision in technical programs, excluding nursing;

f) As of the 2024-2025 contract year, the number of regular full-time professors or the equivalent provided for in Column I of Appendix I-2 is allocated for the purpose of carrying out activities related to the life cycle of a program (development, implementation and evaluation).

[1] The number of regular full-time professors or the equivalent provided for in column G of Appendix I-2 shall be allocated for the purpose of coordinating Health Services placements: Dental Hygiene (111.A0), Dietetics (120.A0), Medical Electrophysiology (140.A0), Biomedical Analysis Technology (140.C0), Respiratory Technology (141.A0), Diagnostic Imaging (142.A0), Radiation Oncology (142.D0), Nuclear Medicine Technology (142.F0), Medical Ultrasound Technology (142.G0), Physiotherapy Technology (144.A1), Orthotics and Prosthetics (144.B0), and Pre-Hospital Emergency Care (181.A0).

8-5.05

The number of regular full-time professors or the equivalent allocated by the Ministère for Type 3 teaching duties to a given college or campus for a teaching year shall be determined by applying the appropriate provisions of the financing procedure and shall include the resources provided for in the following paragraphs, adding to it the number provided for in Column C of Appendix I - 2. These are the resources provided for in Column G of Appendix I - 2 of the 1995-1998 collective agreement less the resources identified for travel time and support and supervision.

8-5.06

a) The number of regular full-time professors or the equivalent provided for in Column D of Appendix I - 2 shall be allocated to the College for the purpose of implementing its strategic development plan.

   These additional teaching resources shall be allocated in particular for the purposes of program activities, professional development in a given subject as well as in teaching methods, the organization of fieldwork and workshops, improvement of the student success rate, technology transfer, research and professional integration.

   Subject to clause 8-7.07, they cannot be used for activities related to the calculation of the individual teaching load (CIP and CIS) provided for in Appendix I - 1. In addition, they cannot be used for promotional activities, unless there is an agreement between the parties.

b) The number of regular full-time professors or the equivalent provided for in Appendix I-14 shall be allocated for activities set out in clause 8-4.01 in order to support students with disabilities and students with special needs.

8-5.07

The numbers of professors provided for in clauses 8-5.03, 8-5.04 and 8-5.05 shall be rectified by applying clause 8-5.11.

These numbers of professors shall include the number of professors who may be assigned to internal union functions, following an agreement between the parties.

8-5.08

a) After having established its course or program enrolment estimates, as the case may be, for the following teaching year, the College shall prepare a staffing proposal for the apportionment of its teaching personnel indicating the number of professors to be allocated to each subject and it shall give said proposal to the Union no later than May 1. This proposal shall take into account the allocation received by the College under the terms of clause 8-5.02 and shall indicate, for each subject, the allocation for the purposes of each function and activity listed in Types 2 and 3 of clause 8-4.01 and in clause 8-5.06, attributed as leave (CI_l).

   Unless an agreement is reached to the contrary between the parties, this proposal shall include:

– for the purposes of applying Type 1 of clause 8-4.01, at least ninety-seven per cent (97%) of the resources available to the College by virtue of paragraph A) of clause 8-5.03;

– for the purposes of applying Type 1 of clause 8-4.01, at least one hundred per cent (100%) of the resources available to the College under paragraph B) of clause 8-5.03;

– for the purposes of applying Type 1 of clause 8-4.01, at least one hundred per cent (100%) of the resources available to the College under paragraph C) of clause 8-5.03. This project also specifies the manner in which these resources are to be used to fulfill the purposes provided for in Appendix I-16;

– for the purposes of applying Type 2 of clause 8-4.01:

- at least ninety per cent (90%) of the resources available to the College by virtue of clause 8-5.04, with the exception of the resources in columns E, F, G, H and I of Appendix I-2;

- seventy-two per cent (72%) of the resources allocated to the College under clause 8-5.04, with the exception of the resources in columns E, F, G, H and I of Appendix I-2, shall be allocated to coordination, including ten per cent (10%) for program coordination;

- one hundred per cent (100%) of the resources provided for in columns E, F, G and H of Appendix I-2;

- one hundred per cent (100%) of the resources provided for in column I of Appendix I-2 subject to paragraph c) of this clause;

– the allocation of all resources available to the College by virtue of clauses 8-5.03, and 8-5.04;

– for the purposes of applying Type 3 of clause 8-4.01, at least fifty per cent (50%) of the resources allocated to the College under clause 8-5.04. However, one hundred per cent (100%) of these resources shall have been allocated at the latest in November at the time of the tabling of the statement on the use of teaching personnel provided for in clause 8-5.10;

– one hundred per cent (100%) of the resources provided for in Appendix I-14, of which seventy-five per cent (75%) shall be used for components 1 or 2 of clause 8-4.01.

The proposal shall include, for the purposes of paragraph a) of clause 8-5.06, at least fifty per cent (50%) of the resources allocated to the College according to column D of Appendix I-2. However, one hundred per cent (100%) of these resources shall

have been allocated at the latest in November at the time of the tabling of the statement on the use of resources provided for in clause 8-5.10.

The proposal shall also provide for the use made by the College of the teaching resources that were not used in the preceding year.

Failing an agreement, the College shall apply the tabled proposal, taking into consideration the fluctuations in course and program enrolment that may occur.

During the last five (5) working days of September, the Labour Relations Committee shall meet to evaluate the impact of student enrolment fluctuations.

b) Summer courses given within the framework of work-study programs shall be included in the preceding winter semester.

c) The parties may agree to defer the resources provided for in paragraph f) of clause 8-5.04 to the following teaching year, in whole or in part and for the same purposes.

8-5.09 <u>The number of positions in a given subject and its application</u>

a) The number of positions in each subject shall be determined:

– by the whole part of the number of professors allocated to the subject for the following teaching year

• for Types 1 and 2 teaching duties, except those attributed to participation in program development, implementation and evaluation

and

• seventy-five per cent (75 %) of the resources provided for in Appendix I-14, unless the parties agree otherwise;

if the fractional part of the allocation is less than 0.90;

– by the next higher whole number of professors allocated to the subject for the following teaching year

• for Types 1 and 2 teaching duties, except those attributed to participation in program development, implementation and evaluation

and

• seventy-five per cent (75 %) of the resources provided for in Appendix I-14, unless the parties agree otherwise;

if the fractional part of the allocation is equal to or greater than 0.90. In this case, the difference between the higher whole number and the fractional part of the allocation shall be deducted from the total number of professors allocated under the provisions of clauses 8-5.03 and 8-5.04.

b) The number of professors assigned to a subject for the purpose of teaching multidisciplinary and complementary courses shall be counted in order to determine the number of positions in the subject. The terms and conditions for the distribution of multidisciplinary and complementary courses to the subjects shall be determined by agreement between the parties. This agreement must include provisions to avoid placing professors on availability.

c) In addition, the resources available to the College under Column D of Appendix I - 2 cannot be counted in the determination of the number of positions.

d) In order to limit the number of professors placed on availability or for reasons related to difficulties in the recruiting of professors, to the nature of subjects being taught, or to former practices, the College may, upon agreement between the parties to this effect, create or maintain a teaching position in a subject by grouping residual teaching duties from different subjects. The subject of the teaching position so created or maintained shall be specified in the above agreement.

8-5.10
The College shall give the Union a statement of the use, by subject for each of the Types of teaching duties and for Column D of Appendix I - 2, of the teaching personnel resources provided for in clauses 8-5.03, 8-5.04 and 8-5.05 as well as in Appendix I-14, during the month of November for the fall semester and, at the latest, at the moment the proposal for the apportionment of teaching personnel is tabled for the following year, for the fall and winter semesters.

8-5.11
In November, the College shall give the Union a statement of the use, by subject for each of the Types of teaching duties, for column D of Appendix I - 2 and for the resources provided for in Appendix I-14, of its teaching personnel resources of the preceding year.

If, at the end of any teaching year, the College has not hired the total number of professors specified in clauses 8-5.03, 8-5.04 and 8-5.05, the number of full-time professors or the equivalent not hired shall be added to the number of professors specified in these clauses for the following year, after applying clause 8-5.04.

Notwithstanding the previous paragraph, the unused resources of paragraph f) of clause 8-5.04 must be deferred to the next teaching year and used for the purposes for which they were allocated.

If, on the contrary, at the end of any teaching year, the College has hired in excess of the number of professors specified in clauses 8-5.03, 8-5.04 and 8-5.05, the number of full-time professors or the equivalent exceeding the limit shall be deducted from the

number of professors provided for under the terms of clauses 8-5.04 and 8-5.05 for the following year, after applying clause 8-5.04.

8-5.12

For the purposes of applying this article, part-time professors and hourly paid professors shall be counted in FTE by means of the following formulas:

$$\text{FTE of a part-time professor} = \frac{CI_t}{80}$$

$$\text{FTE of an hourly paid professor} = \frac{\text{The total number of periods stipulated in the contract}}{525}$$

However, the FTE of a part-time professor holding a contract requiring full-time teaching duties for one (1) semester shall be 0.5.

The individual workload of a part-time professor calculated according to Appendix I - 1 shall not result in an FTE being less than the workload specified for him/her at the beginning of the semester, unless the reduction in course enrolment leads to a reduction in the number of course hours.

8-5.13

The provincial parties agree to set up an advisory committee on teaching workloads. This committee shall be made up of two (2) representatives appointed by the FNEEQ (CSN), representatives of the Ministère and the Fédération des cégeps, two (2) representatives appointed by the FEC (CSQ), if this federation so desire.

The mandate of this advisory committee shall be:

a) to advise the Ministère on the allocation of resources granted to each of the colleges under the terms of clause 8-5.02;

b) to send the provincial party an annual report on the verifications provided for in the fourth (4th) paragraph of Appendix I - 9;

c) Travel time
   - Draw a global portrait of the reality, the challenges and the evolution of travel time for professors across the network;
   - Review the consideration of travel time in the teaching load;
   - Produce a report, for presentation to their respective parties, outlining the work by June 15, 2027, at the latest;

d) Health and social services programs
   - Review the issues concerning organization and work load for the health and social services programs, as well as for the animal health program, including those related to:

- the organization of laboratories;
- the coordination and supervision of internships;
- school-clinics;
- ties to professional orders and other outside organizations, if applicable;

- Produce a report, for presentation to their respective parties, outlining the work by June 15, 2027, at the latest.

e) Digital adaptation related to distance education (DE);
- Distribute yearly the resources of Appendix I-19 according to the provisions of said appendix.

Furthermore, at the request of the provincial parties, this committee shall undertake technical studies on teaching loads and their parameters. In this respect, the provincial parties shall determine for each and every year, the subject matter of these technical studies made and the methods to be used.

This committee shall submit its opinions and the results of its studies to the provincial parties.

Committee members shall not be entitled to any remuneration for their services on this committee, but their respective employers shall pay them their salaries for the duration of their leave.

Travel and accommodation expenses of committee members shall be paid by their respective employers.

The total annual leave for professors appointed by the FNEEQ (CSN) shall be set at one (1) full-time professor or the equivalent.

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

8-5.14
The College shall prepare a proposal for the apportionment of its teaching personnel and shall present said proposal to the Labour Relations Committee.

The College and the Union shall then have three (3) weeks to come to an agreement on the apportionment of professors among the different subjects.

Article 8-6.00 - Calculation of a Professor's Workload

8-6.01
The annual teaching load of a professor shall be expressed in terms of credits, and its definition shall be subject to the following restrictions:

a) a professor's annual teaching load shall be spread over two (2) semesters, the fall semester and the winter semester. However, when the pedagogical objectives of a course or program require, the College may move one (1) of the two (2) semesters.

Unless otherwise agreed upon by the College and the Union, a professor's annual teaching load shall be spread over two (2) consecutive semesters;

b) a professor's annual teaching load may, in order to meet teaching needs, be divided unevenly between the fall and winter semesters, but this unequal distribution may not have the effect of requiring a full-time professor to teach more than fifty-five (55) credits during the same semester, unless the Union and the College agree otherwise;

c) a professor's teaching load shall be established in accordance with Appendix I - 1.

During the winter semester, the College shall not require that a professor, without his/her express consent, assume a teaching load that would give him/her a total teaching workload of more than eighty-five (85) credits;

d) when a professor's total annual teaching load exceeds eighty-five (85) credits, this professor shall be remunerated for the excess part of his/her workload (additional workload) in accordance with clause 6-1.03.

The number of class periods to be remunerated as additional workload shall be determined by means of the following formula:

$$\text{the number of class periods remunerated as additional workload} = \frac{CA}{3} \times 15$$

where

additional workload: $CA = CI_t - 85$

total individual workload: $CI_t = CI_a + CI_h$

The full-time equivalence of a professor's additional workload shall be calculated by means of the following ratio:

$$\frac{\text{Number of class periods remunerated as additional workload}}{525}$$

8-6.02
The workload assigned to a professor on availability but not relocated shall be calculated in accordance with Appendix I - 1.

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

8-6.03
Once the number of professors allocated to a department and the mode of instruction of each course have been determined, the teaching load shall be equitably distributed among the professors in this department.

The mode of instruction determined for the apportionment cannot be changed during a semester.

This apportionment shall be done by the department and submitted to the College for approval. It shall take into account any reduction in teaching load, if applicable.

8-6.04
At least forty-five (45) days before the beginning of each regular semester, the College shall inform the professor in writing of the course or courses which he/she will have to teach, except in the case of a professor who has been placed on availability and not relocated elsewhere.

8-6.05
At least five (5) working days before the beginning of each semester, the professors' timetables shall be made available in electronic format.

When the method of transmitting the timetable changes, the professor shall continue to receive it, upon written request, on paper.

If electronic transmission is already in application at the time this agreement takes effect, a professor who receives his/her timetable on paper shall continue to do so.

8-6.06
The information provided for in clauses 8-6.04 and 8-6.05 shall be forwarded to the Union.

8-6.07
No later than October 31 for the fall semester and no later than March 1 for the winter semester, the College shall send the details of each professor's workload to the Union. This information for each professor shall include:

a) the professor's title (full-time, part-time, hourly paid professor);

b) the courses assigned to him/her;

c) for each course assigned, the mode of instruction and the number of groups;

d) for each group, the number of students registered on September 20 for the fall semester and on February 15 for the winter semester or at the date corresponding to twenty per cent (20%) of the duration of the course for the cases indicated in the second and third paragraph of subparagraph i) of paragraph 1.0 of Appendix I-1;

e) the reduction in teaching load and the reasons therefor.

8-6.08
No later than October 31 for the fall semester and no later than March 1 for the winter semester, the College shall inform the Union of the number of hours of academic guidance activities assumed by each professor in accordance with the provisions of Appendix I - 8 along with the title of the corresponding projects.

Article 8-7.00 - Continuing Education

8-7.01
Unless otherwise stipulated, the collective agreement shall apply to continuing education professors, subject to the following stipulations.

8-7.02
For continuing education professors, the College shall not be bound to convene the Labour Relations Committee in the following cases:

- measures concerning the transfer of teaching duties and modifications to school structures; staff reductions, the total or partial closing of a program, the opening or total or partial abandonment of a program, a regionalization, the introduction of institutional courses;

- the contractual implications resulting from the measures covered in the preceding paragraph;

- a dispute relating to transfers.

8-7.03
Subject to the order of priorities provided for in clause 5-4.17, paragraph d), the selection of continuing education professors shall be made according to a procedure determined by the College, unless an agreement is reached between the parties.

This selection procedure provides for the establishment of a hiring order for the retained candidates.

However, the parties may agree to convene a joint selection committee for regular teaching and continuing education.

8-7.04
Unless the parties agree otherwise, Chapter 7-0.00 shall not apply to continuing education professors.

8-7.05
Continuing education professors shall not be counted for the purposes of applying clauses 7-1.01 and 7-1.02 of the collective agreement.

8-7.06
The grievance and arbitration procedures provided for in Chapter 9-0.00 shall apply to continuing education professors for the provisions of the collective agreement applicable to them.

8-7.07
The College may use the resources provided for in clauses 8-5.04, 8-5.05 and 8-5.06 in order to create one or more full-time or part-time teaching loads in continuing education (TLCE). Such a teaching load shall be counted for 0.46 FTE for the purposes of applying article 8-5.00.

The teaching load of a professor teaching full-time or part time in continuing education shall be calculated according to Appendix I - 1.

These teaching loads shall not result, in any way whatsoever, in the granting of tenure, subject to the provisions of clauses 5-2.06 and 5-2.07.

A professor assigned to one of these teaching loads shall enjoy, insofar as the collective agreement allows, all rights and benefits to which he/she is entitled during a normal teaching year, unless there are specific provisions to the contrary in this article.

A professor holding a full-time teaching load in continuing education may be allowed to exchange his/her teaching duties, in whole or in part, with those of another professor teaching in the regular program, subject to the College's approval; the College shall inform the department.

8-7.08
As of the 2024-2025 contract year, the College shall dispose of the TLCE~~,~~ provided for in Appendix I-13[1]. Paragraphs 2, 3, 4 and 5 of clause 8-7.07 shall apply to the present clause.

8-7.09
The College shall inform the Union:

- By May 15 at the latest, of its forecasted offer of credited training in continuing education for the following contract year.
- By November 15 at the latest, of the modifications to its offer of credited training in continuing education for the current contract year.

The College shall inform the Union:

- By June 15 at the latest, of the use that it intends to make of all of the TLCE of Appendix I-13 for the next contract year;
- By October 15 and February 28 at the latest, of the TLCE attributed pursuant to Appendix I-13 for the current contract year;
- By October 15 at the latest, of the accounting of the TLCE from the previous contract year.

[1] For the 2023-2024 contract year, the teaching loads in continuing education are those provided for in Appendix I-13 of the 2020-2023 collective agreement.

8-7.10
The parties may agree on the inclusion of continuing education professors within a regular education department and, alternatively, on their participation in departmental meetings and activities required to carry out departmental duties to which they are expected to contribute.

When continuing education offers a program of study for which there is no reference DCS or no DCS related to regular education, the parties may agree to provide another place of exchange within the program, taking into account the activities and duties provided for in article 4-1.00.

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

8-7.11
Subject to local practices, which call for greater participation of professors in the continuing education selection process, the College shall invite one (1) professor in the subject in question in the regular program to participate in the selection.

8-7.12
Twice a year, no later than October 31 and March 1, the College shall send the Union and the provincial union party details of the teaching loads of continuing education professors.

The following information shall be included for each professor:

a) the professor's status (full-time, part-time, hourly paid);

b) the courses assigned to him/her and, for each course, the mode of instruction, the number of groups and the number of students enrolled.

Article 8-8.00 - Distance education

8-8.01
Distance education refers to any training activity given in real time (synchronously) or on a deferred basis (asynchronously) in which the professor and all of the students are not physically in each other's presence.

8-8.02
For the purposes of this collective agreement, the modes of instruction are as follows: in person and at a distance. Bimodal teaching refers to teaching done simultaneously in person and at a distance, and includes multi-site or multi-class teaching.

Once a course has been assigned to a professor, the mode of instruction cannot be changed.

8-8.03
Unless agreed to by the parties:

- in regular teaching, the maximum number of students for a course given at a distance cannot be higher than the number of students for the same course given in person or, if the same course is not given in person, of a similar course given in person.

- in continuing education, the maximum number of students for a course given at a distance cannot be higher than the number of students for the same course given in person or, if the same course is not given in person, of a similar course given in person.

8-8.04
A professor who gives a course at a distance may ask the College that the evaluation of students take place in person.

8-8.05
A course given at a distance may not be recorded, broadcasted or otherwise used by the College, in whole or in part, without the written authorization of the professor.

8-8.06
Only a professor can be assigned distance education activities.

8-8.07
The college shall provide to a professor the necessary training, support and material to execute activities in distance education. When required, the College also ensures access to adapted classrooms.

8-8.08
For the purposes of this collective agreement, for a professor paid at the hourly rate provided for in clause 6-1.03, each bimodal teaching period shall correspond to one point twenty (1.20) teaching periods.

8-8.09
The provisions of this article apply to the distance education projects mentioned in Appendix VII-3.

Article 8-9.00 - Recognition of prior learning and competencies (RPLC)

8-9.01
The activities carried out in the context of the RPLC are as follows:

- instrumentation (development and updating of tools to measure competency attainment);
- assessment of candidates for RPLC (analysis of the self-assessment of a candidate, validation interview and assessment of competencies);
- incomplete training (development of plan for incomplete training, supervision, training and assessment).

8-9.02
When the College plans activities to be carried out in the context of the RPLC, it proceeds with a call of interest to teaching personnel at least once (1) per semester. This call of interest shall state the particularities specific to the RPLC as well as the subject and, if applicable, the specialty.

A professor must express his/her interest to the College in writing according to the procedure agreed upon by the parties.

Notwithstanding the foregoing, a non-tenured professor hired after the call of interest who does not hold a full-time workload may express his/her interest to the College in writing at any time until the next call of interest.

The parties may agree to terms and conditions other than those provided for in the preceding paragraphs.

8-9.03
The offer of activities carried out in the context of the RPLC is done in accordance with paragraph f) of clause 5-4.17.

8-9.04
For a professor providing one or more activities carried out in the context of the RPLC for the first time, the College may require his/her participation in a paid session of introduction or training.

CHAPTER 9 - GRIEVANCES AND ARBITRATION

Article 9-1.00 - Grievance Procedure

9-1.01
The parties shall make an effort to settle grievances on a local level, insofar as possible, and where applicable through meetings of the Labour Relations Committee.

9-1.02
The College and the Union shall comply with the procedure below in order to arrive at a settlement as quickly as possible.

9-1.03
A professor, a group of professors or a union who wishes to file a grievance shall submit the grievance to the College in writing within thirty (30) working days after learning of the fact giving rise to the grievance, but no later than six (6) months after the occurrence of that fact. The period of thirty (30) working days shall not begin until the beginning of the second (2nd) month of the teaching year or the hiring of a new professor.

In the case of a grievance involving psychological or sexual harassment, the deadline shall be two (2) years following the last incidence of one of the behaviours in question.

As soon as a grievance is submitted to the College, the College or the Union may request a meeting of the Labour Relations Committee for purposes of arriving at a settlement.

9-1.04
For the purposes of submitting a grievance in writing, the appropriate form (Appendix IV - 1) shall be filled out by the professor, the group of professors or the Union, establishing the facts giving rise to the grievance and mentioning the clauses of the collective agreement that may be involved, to the extent that this is possible, and the corrective measure required.

9-1.05
Once the College has been officially informed of the grievance, it shall have ten (10) working days to provide its answer in writing, unless either of the parties has resorted to the third (3rd) paragraph of clause 9-1.03. In the latter case, the deadline for the College's answer shall be ten (10) working days after the meeting of the Labour Relations Committee.

9-1.06
The formulation of a grievance may be amended subsequent to its submission, on the condition that the amendment does not change the nature of the grievance.

A technical error in the formulation of a grievance, including its presentation in writing otherwise than on the form provided for in this article, shall not affect its validity.

9-1.07
The deadlines provided for in this article shall be mandatory and may only be modified by written agreement between the College and the Union.

9-1.08
For the purposes of clauses 9-1.03, 9-1.05 and 9-2.01, the deadlines shall not apply during the vacation period provided for in article 8-2.00.

Article 9-2.00 - Arbitration Procedure

9-2.01
If the Union, the group of professors or the professor is not satisfied with the College's decision after resorting to the grievance procedure provided for in article 9-1.00, and wants to submit the grievance to arbitration, the Union, group of professors or professor shall give written notice to the chief arbitrator named in this article, on the form appearing in Appendix IV - 2 or on the records office online form, within sixty (60) working days after the deadline provided for in article 9-1.00 has expired.

This deadline shall be mandatory and cannot be extended without the written consent of the parties.

A seven (7) year expiry period shall apply to all complaints not entered on the arbitration roll. This period shall start from the date of inscription of the complaint to the Greffe des tribunaux d'arbitrage du secteur de l'Éducation.

For complaints entered before the coming into force of the 2015-2020 collective agreement, the deadline shall start as of date of signature of said collective agreement.

9-2.02
The chief arbitrator in the education sector shall ensure the proper functioning of the arbitration boards covered by this agreement, in collaboration with the chief clerk.

The chief clerk shall see to the proper functioning of the records office for the arbitration boards in the education sector.

9-2.03
Upon receiving the arbitration notice, the records office shall open a file to which it shall give a case number and shall send an acknowledgment of receipt along with the case number to the Union and the College. Moreover, it shall send the Fédération des cégeps, the FNEEQ (CSN) and the Ministère a copy of the arbitration notice and of the acknowledgment of receipt.

9-2.04
The representatives of the provincial parties shall meet each month during the week prior to the drawing up of the arbitration rolls provided for in clause 9-2.05 in order to channel the grievances received during the preceding month to either of the modes of arbitration provided for in clauses 9-2.07, 9-2.08 and 9-2.27.

In addition, after reviewing the different grievances entered on the arbitration roll during the months preceding the meeting, the representatives of the negotiating parties may make recommendations to the local parties relative to the settlement of certain grievances.

9-2.05
The chief arbitrator or the chief clerk, under the authority of the chief arbitrator, shall call to a meeting, by means of a written notice at least ten (10) working days in advance, the

representatives of the Fédération des cégeps, the FNEEQ (CSN) and the Ministère in order to:

a) prepare the monthly arbitration roll and set the time, date and place where the hearings are to be held. The dates for hearing the grievances shall be set according to the availability of the arbitrators and the provincial parties. To this effect and subject to the availability of the different arbitrators, each provincial party shall assure the other of sixty (60) days of hearings from September through June, averaging four (4) days per month;

b) assign an arbitrator chosen from the list appearing in clause 9-2.07;

c) make provisions, for each of the arbitration hearings, that one or more grievances may be heard instead of the grievances set to be heard under paragraph a), in cases where previous hearings have been postponed or cancelled.

The records office shall notify the arbitrator, the parties concerned, the FNEEQ (CSN), the Fédération des cégeps and the Ministère.

At this meeting, the representatives of the provincial parties shall submit a list of grievances to be added to the monthly arbitration roll for the following meeting under the accelerated arbitration procedure provided for in clause 9-2.27.

Unless the arbitrator hears another grievance on the given day, the days of hearings postponed at the Union's request or cancelled following a withdrawal or a settlement, more than seven (7) days prior to the meeting, shall not be counted in the sixty (60) days of hearings mentioned in paragraph a) of this clause.

9-2.06
Within ten (10) working days following the meeting provided for in clause 9-2.05, the parties empowered to appoint an assessor and an attorney shall communicate the names of the assessor and attorney of their choice to the records office.

9-2.07
Subject to clause 9-2.08, a grievance submitted to arbitration under the terms of the collective agreement shall be heard by an arbitration board made up of one (1) arbitrator chosen from among the following:

Lavoie, André G., chief arbitrator	Guimond, Louise Hélène
Yann, Bernard	Leblanc, Isabelle
Bertrand, Richard	Lévesque, Éric
Blouin, Julie	Martin, Claude
Boudreau, Patrice	Massicotte, Nathalie
Brault, Serge	Ménard, Jean-Guy
Cavé, Johanne	Morency, Jean-M.

Crevier, Marie-Ève	Ranger, Jean-René
Faucher, Nathalie	Roy, Guy
Ferland, Gilles	Saint-André, Yves
Flynn, Maureen	Tremblay, Frédéric
Fortin, Pierre-A.	Turcotte, Alain
Garneau, Dominic	

The provincial parties may agree to amend the current list of arbitrators.

9-2.08
When drawing up the arbitration roll in accordance with clause 9-2.05, the provincial parties may agree to submit one (1) or more grievances before an arbitration board made up of one (1) arbitrator and two (2) assessors appointed by the provincial parties.

When proceedings are held in accordance with the provisions of this clause, the arbitrator shall be chosen from among the persons previously mentioned. Accordingly, all the clauses of this article relative to the regular arbitration board shall apply "mutatis mutandis".

In this case, the arbitrator can only hear cases in the presence of the two (2) assessors unless one (1) assessor, after having been convened in writing for a second time, seven (7) days in advance, has not reported, at the first (1st) or second (2nd) invitation to the hearing or deliberation.

9-2.09
The arbitration board shall proceed as diligently as possible with the grievance. In the exceptional case of written pleas, the board shall set the mandatory time limit for the presentation of arguments. With the consent of the parties, the board may modify these time limits.

9-2.10
The arbitration board shall rule on grievances in accordance with the law and the provisions of the collective agreement; it may not modify, add to, or delete from these in any way.

At least seven (7) days prior to the proposed date of the hearing and insofar as possible, the attorneys shall exchange available information regarding legal defence procedures and the preliminary means they intend to use in pleading their case, as well as any documentary evidence and mutual admissions.

All arbitration hearings held in accordance with this article shall begin on time as set by the records office; the attorneys, assessors, if called upon, and the arbitrator shall hold a private preparatory conference normally lasting thirty (30) minutes.

The object of the preparatory conference shall be:

- to improve the arbitration procedure, make better use of available time and accelerate hearings;

- to allow the parties, if they have not already done so, to announce their legal defence procedures and the preliminary means by which they intend to plead;

- to identify the dispute and define the questions to be raised during the hearing;

- to foster the exchange of documentary evidence;

- to plan the presentation of legal evidence at the hearing;

- to examine possible admissions;

- to analyze any other question that may lead to an acceleration of the hearings.

If it deems it advisable, the arbitration board may impose a formal and restraining schedule on hearing procedures.

9-2.11
Grievances related to clauses 5-4.07 to 5-4.12, 5-4.15 and clause 5-4.17 a) and b) shall have priority over other grievances.

In these cases, the College shall receive the grievance on behalf of all colleges and shall be part to all arbitration procedures until the arbitration board determines which colleges, whether or not they are mentioned in the grievances, are involved, following the evidence given. A college's decision to accept or refuse grievances involving other colleges shall be void and without effect. An error by the placement office may not be cited in opposition to the admissibility of a grievance or the execution of an arbitration decision. When the board judges a grievance to be valid, it shall reinstate the professor's rights and decide to which college the professor should report, either to remain, return, be relocated or be evaluated, as the case may be.

Any relocation resulting from an arbitration decision shall be postponed until the beginning of the next teaching year.

A professor may waive the execution of a decision and remain in his/her current situation. He/she shall then notify the placement office within fifteen (15) working days of receiving the arbitration decision, and the placement office shall inform the college(s) concerned.

The board's decision shall be executory and binding on the professor, the Union, the college(s) concerned and the placement office, if applicable.

9-2.12
Grievances stemming from an error in the calculation of remuneration or from an error in the assessment of documents pertaining to schooling and handed in within the required time period, may be submitted at any time.

Grievances stemming from an error in the assessment of information pertaining to experience and submitted within the required time period, shall be filed within five (5) years following the date the information was made available.
Should the board render a favourable decision, the professor submitting the grievance shall have the right to the amount he/she should have received had the error of calculation of remuneration or of assessment of said documents not been made.

9-2.13
When a grievance is filed because of a monetary dispute, the professor who submitted the grievance shall not be required to state the amount before asking the board to rule on his/her right to the sum of money.

If a grievance is accepted as well-founded, but the parties cannot agree on the amount to be paid, a simple notice addressed to the board shall suffice to submit the issue for a final decision. The arbitration board can order that any sum due to the plaintiff be paid with interest at the rate fixed by regulation under section 28 of the Tax Administration Act (A-6.002), from the date when the sum became due.

9-2.14
Should the arbitration board decide that a grievance is well-founded, it shall be empowered to provide compensation to the plaintiff for damages sustained, if applicable.

9-2.15
When there is more than one (1) arbitration session on the same case, these shall be set in accordance with clause 9-2.05.

9-2.16
The sessions of the arbitration board shall be open to the public. However, the board may decide to hold hearings in camera.

9-2.17
a) The arbitration board must render its decision within sixty (60) days of the end of the hearing unless the representatives of the parties agree in writing, before this deadline expires, to grant an additional delay for a specific number of days. However, the decision shall not be nullified for the sole reason that it was rendered after the deadline expired.

b) An arbitrator shall not be asked to sit on an arbitration board if he/she has not rendered a decision by the stipulated deadline, and for as long as the decision has not been rendered.

9-2.18

a) The decision of the arbitration board shall be supported with reasons and signed.

b) The arbitrator shall deposit two (2) signed copies of his/her decision with the records office.

c) At any time before its final decision, an arbitration board may render any interim or interlocutory decision it believes to be fair and useful.

d) The decision of the board shall be binding on the parties and must be carried out as soon as possible, and before the expiry of any deadline set in the decision.

9-2.19

At any time before the arbitration board declares that it has received confirmation from the representatives of the parties to the effect that their evidence is completed, the FNEEQ (CSN), the Fédération des cégeps and the Ministère may intervene and make any representation they consider appropriate and relevant to the arbitration board.

9-2.20

At the request of either party, the arbitration board may summon a witness. The writ of summons shall be issued at least five (5) full days before the hearing.

The travel and accommodation expenses of a witness, as well as the tax provided for in section 100.6 of the Labour Code, if applicable, shall be reimbursed to the witness by the party that proposed the summons.

9-2.21

A party may require the services of an official stenographer; it may also require that the hearing of the board be recorded on magnetic tape or otherwise. The fees and expenses resulting from this request shall be charged to the party that made the request.

A copy of the official stenographic transcript and of the recording, as the case may be, shall be sent to the arbitration board and to the other party at the expense of the party that requested the service.

9-2.22

The fees and expenses of the arbitrator shall be the responsibility of the losing party. However, in the case of a grievance related to a disciplinary dismissal, the fees and expenses of the arbitrator shall be payable by the Ministère.

In all other cases, the fees and expenses of the arbitrator shall be shared equally by the parties.

However, for grievances filed before February 1, 2006, in accordance with the provisions and the deadlines set out in the collective agreement or an order-in-council, the fees and expenses of the arbitrator shall be settled in accordance with the provisions of the collective agreement or order-in-council.

Fees shall be paid only once two (2) signed copies of the decision have been filed with the records office.

9-2.23
The assessors shall be remunerated and their expenses reimbursed by the party they represent.

9-2.24
The expenses of the records office and the salaries of its staff members shall be paid by the Ministère.

9-2.25
The sessions of the arbitration boards shall be held on the premises of the College, unless the parties agree otherwise.

9-2.26
The arbitrator shall communicate or otherwise make known any order or document emanating from the arbitration board or the parties to the case.

9-2.27 Accelerated arbitration with attorneys

a) Admissible Grievances
According to the provisions of clause 9-2.05, grievances referring to the following articles and relevant appendices, if applicable, may be decided by accelerated arbitration with attorneys:

- union activities (3-1.00)
- union rights (3-2.00)
- union dues (3-3.00)
- information (4-2.00)
- Labour Relations Committee (4-3.00)
- selection of regular professors (4-4.00)
- commission pédagogique (4-5.00)
- hiring (5-1.00, except clauses 5-1.07 and 5-1.08)
- tenure (5-2.00)
- seniority (5-3.00)
- assignment of a professor on availability (clause 5-4.07 I) and J))
- moving expenses (5-4.13)
- preretirement leave (5-4.15
- public office (5-7.00)
- statutory holidays (5-8.00)
- special leaves of absence (5-9.00)
- exchanges between colleges (5-10.00)
- provisional assignment (5-11.00)
- leave with deferred or anticipated salary (5-12.00)
- exchanges with teaching institutions outside Québec (5-13.00)

- granting and renewal of leave (5-14.00, 5-15.00, 5-16.00, 5-17.00, 7-2.00 and 7-3.00)
- civil liability (5-19.00)
- special clothing and equipment (5-20.05 to 5-20.07)
- calculation of work experience (6-2.00)
- travel expenses (6-7.00)
- local administration of professional development (7-1.03 to 7-1.05)
- vacation (8-2.00)
- availability and timetable (8-3.00)
- calculation of workload (8-6.00)
- continuing education (8-7.00)
- errors in the calculation of remuneration (9-2.12)
- rights not provided for in the collective agreement (10-1.07 and 10-1.12)

Following an agreement, the parties may use the accelerated arbitration procedure for any other type of grievance.

At any time before the arbitration board acknowledges receipt of the representatives' confirmation that their evidence is complete, the grievance may be deferred to the regular arbitration procedure, upon agreement between the local parties.

Similarly, as a matter of right or at the request of one of the parties, the board may defer the grievance to the regular arbitration procedure.

b) Duration of the hearing
The parties may resort to this arbitration procedure when the projected duration of a hearing does not exceed one (1) day.

c) The arbitrator's decision
The arbitrator shall renders his/her decision and send a copy to the parties within thirty (30) days following the hearing.

The arbitrator's decision, consisting of a maximum ten (10) pages, shall include a summary exposé of the facts, the items in dispute, the arbitrator's conclusion and the reasons therefor.

9-2.28
In the case of incompatibility, the special provisions provided for in clause 9-2.27 shall take precedence over any other clause in this article.

9-2.29 Mediation
The College and the Union may agree to proceed with prearbitration mediation in dealing with all grievances, in accordance with the following procedures.

The parties shall forward a joint notice to the records office. The records office shall recommend to the parties three (3) mediators chosen from the list provided for in clause 9-2.30. Once the parties have agreed on a mediator, the records office shall set the date of the first mediation session as soon as possible.

The parties shall notify each other in advance if they are to be represented.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy with the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies with the TAT.

Failing a settlement, the grievance shall be sent to arbitration in accordance with the provisions of the collective agreement.

The mediator cannot act as an arbitrator in any grievance not settled in the mediation process unless the parties expressly agree otherwise and unless the name of the mediator also appears in the list of arbitrators in clause 9-2.07.

The expenses and fees of the arbitrator shall be borne equally by the parties. However, in the case of a grievance submitted before February 1, 2006, in accordance with the provisions and within the deadlines specified in the collective agreement or an order-in-council, the sharing of the fees and expenses of the mediator shall be determined by the parties.

9-2.30
Grievances submitted to mediation in accordance with this agreement shall be decided by a mediator chosen from among the following:

Ménard, Jean-Guy
Brault, Serge
Ferland, Gilles

The list of mediators shall be reviewed by the trade union of the college sector, at the same time as the negotiation for the renewal of the collective agreement.

Article 9-3.00 - Dispute and Grievance Prevention

9-3.01
The parties shall form a dispute and grievance prevention committee within six (6) months following the coming into force of the collective agreement.

9-3.02
The composition and operating procedures of the committee shall be agreed upon by the parties.

CHAPTER 10 - MISCELLANEOUS

Article 10-1.00 - Miscellaneous Clauses

10-1.01
The collective agreement becomes effective on the signing date and ends on March 31, 2028.

These stipulations may be amended by a letter of agreement between the provincial parties.

10-1.02
These stipulations shall have no retroactive effect, except where provisions to the contrary have been made.

10-1.03
Either one of the provincial parties may give notice to the other party of its intention to repudiate or amend these stipulations within six (6) months prior to their expiry.

10-1.04
These provisions and stipulations shall be considered as interim for the period from April 1, 2028, until the date a new collective agreement comes into effect.

10-1.05
The appendices and letters of agreement attached to this collective agreement shall form an integral part of said agreement, barring stipulations to the contrary.

10-1.06
The French version of these stipulations shall be the only official version for legal purposes.

The provincial employer party shall bear the costs of translating the collective agreement.

The collective agreement and letters of agreement are available on the website of the Comité patronal de négociation des collèges (CPNC)[1].

10-1.07
When a professor believes that he/she has suffered prejudice from a decision by the College that modifies his/her working conditions other than those defined by this collective agreement, he/she may file a grievance. In this case, the College must prove that it has reasonable grounds for its decision.

[1] https//cpn.gouv.qc.ca

10-1.08
Unless there are provisions to the contrary, the College cannot be required to pay any monetary supplement, in any form whatsoever, to professors governed by the collective agreement.

10-1.09
A professor who is no longer in the College's employ shall retain his/her right to file a grievance concerning sums that could be owed to him/her or the rights that the agreement confers upon him/her in article 5-4.00 and clause 5-1.08. This right must be exercised in accordance with these stipulations.

10-1.10
When the College plans to entrust teaching duties intended for its students to a third party, it shall call a meeting of the Labour Relations Committee six (6) months prior to the date the above contract comes into effect and, failing an agreement, it shall secure the advice of the department involved. This paragraph shall not apply to a contract of this type already in application at the time this collective agreement comes into effect, or its renewal.

Moreover, such a contract or renewal shall not result in any placement on availability.

10-1.11
When the College considers an agreement such as a partnership with another educational institution to provide teaching in said institution and such an agreement involves the organization and working conditions of professors, the College shall discuss same in a meeting of the Labour Relations Committee at least four (4) months before it comes into force, except in cases of an act of God.

For continuing education, this time period shall be reduced to one (1) month.

10-1.12
Written notice provided for in the collective agreement may be transmitted on paper, or by computer or electronic media such as fax or e-mail.

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

10-1.13
The College shall consult the Labour Relations Committee on any question related to parking, insofar as the working conditions of the professors are affected.

APPENDIX I - 1

DETERMINING INDIVIDUAL TEACHING LOAD

1.0 CALCULATION OF INDIVIDUAL TEACHING LOAD FOR ONE SEMESTER

a) Definition

The individual teaching load (CI) for any given semester shall be calculated on the basis of the following formula:

$CI = CI_p + CI_s + CI_d + CI_L + CI_f + CI_{cp} + CI_{cp'}$

where

CI_p is the individual teaching load (CI), comprising classroom and laboratory teaching as well as fieldwork supervision for which no Ne_{jk} exists;

CI_s is the individual teaching load (CI), made up of fieldwork supervision for which an Ne_{jk} exists;

CI_d is an individual teaching load (CI), made up of the time spent travelling between teaching areas;

CI_l is the individual teaching load (CI), comprising leave;

CI_f is the individual teaching load (CI), related to activities defined in clause 5-4.07 J).

CI_{cp} is the individual teaching load (CI) comprising the primary or complementary instrument for the Music programs (501.A0), including double programs, and Professional Music and Song Techniques (551.A0);

$CI_{cp'}$ is the individual teaching load (CI) comprising the laboratory with the primary instrument for the Music programs (501.A0), including double programs, and Professional Music and Song Techniques (551.A0).

b) Calculating the CI_p

The calculation of the individual teaching load comprising classroom and laboratory teaching as well as fieldwork supervision without an Nejk, for a given semester, shall be done using the following parameters:

HC: The number of course periods per week assigned to a professor.

HP: The hours of preparation, that is, the number of periods in different courses per week assigned to a professor.

N_1, (N_2...): The number of students registered for the first (1st), second (2nd), ..., course periods assigned to a professor, the sum of which makes up the weekly student period (PES).

NES_1: The total number of different students enrolled in each and every course assigned to a professor for one week, except for courses where the weighted time-distribution is less than three (3), where NES_1 is equal to zero (0).

NES_2: The total number of different students enrolled in each and every course where the weighted time-distribution is less than three (3) assigned to a professor per week. However, for courses where the weighted time-distribution is less than two (2) and for courses in subjects 550 and 551, excluding those for the sound technologies program (551.B0), NES_2 is equal to zero (0).

NES: The sum, by professor, of the NES_2 multiplied by zero point eight (0.8) and of NES_1.

For the purposes of this definition, the expression "weighted time-distribution" shall mean the total number of teaching periods per week, as defined by the Cahiers de l'enseignement collégial, used to give theoretical instruction, laboratory or workshop instruction and fieldwork.

CO: The additional individual workload related to bimodal teaching, namely the portion of the CI_p generated by the bimodal groups assigned to a professor multiplied by 0.2.

The calculation of the individual teaching load comprising classroom and laboratory teaching as well as fieldwork supervision without Nejk, for a given semester, shall be done as follows, the total value being the sum of the different results shown in the last column:

HP :	_____	x 0.9	=	_____
HC :	_____	x 1.2	=	_____
N_1 :	_____	x 0.04	=	_____
N_2 :	_____	x 0.04	=	_____
N_3 :	_____	x 0.04	=	_____
N_4 :	_____	x 0.04	=	_____

	_____			_____
N_5 :	_____	x 0.04	=	_____
N_6 :	_____	x 0.04	=	_____

NES_1:_____
NES_2:_____
$NES = NES_1 + (0.8 \times NES_2)$: _____

if NES ≥ 75,	_____ x 0.01		= _____
if NES > 160	(____- 160)^2	x 0.1	= _____
CO			= _____
TOTAL			= _____

The factor 0.9 used to multiply the HP parameter in the calculation of the individual teaching load comprising classroom and laboratory teaching as well as fieldwork supervision without an Ne_{jk} (CI_p) shall be replaced by the factor 1.1 in the case where a professor teaches three (3) different courses per week during the course of the same semester and by the factor one point seventy-five (1.75) if the professor teaches four (4) different courses or more per week during the course of the same semester. Moreover, a course given at a distance is deemed to be different from the same course given in person.

Notwithstanding the preceding paragraph, as regards the primary or complementary instrument courses (CI_{cp}) in the Music programs (501.A0), including double programs, and 551.A0, a fixed CI unit value shall be established at one point eight (1.8) unit for each hour of class. Furthermore, as regards the laboratory courses ($CI_{cp'}$) for to the primary instrument, a fixed CI unit value shall be established at two (2) units for each hour of class. Courses with a fixed CI value shall not be taken into consideration when calculating the number of different courses to be prepared.

The zero point zero four (0.04) factor used to multiply the PES parameter shall be replaced with the zero point zero seven (0.07) factor which shall only be applied as of four hundred and fifteen (415) PES.

In the Nursing programs (180.A0 and 180.B0), the HC parameter shall be of one point twenty-eight (1.28) only for the weighted time-distribution corresponding to the fieldwork supervision without an Ne_{jk}.

c) Calculating the CI_s

The calculation of the individual teaching load made up of fieldwork supervision with Nejk, for a given semester, shall be done as follows:

$$CI_S = \left[\sum_{j,k} \frac{N_{ijkl}}{N_{ejk}} \right] \times 40 \times 0.89 \times R$$

where

N_{ijkl} is the number of students registered for the professor's fieldwork;

N_{ejk} is the student/professor ratio in the fieldwork under the professor's supervision;

R is the ratio between the number of weeks of fieldwork assumed by the professor and the fieldwork's official duration.

NB:

i) If only one (1) professor teaches the total number of weeks set for fieldwork, R = 1.

ii) If more than one (1) professor assumes the entire teaching of particular fieldwork, $\sum R = 1$.

d) Calculating the CI_d

The calculation of the individual workload made up of the time spent travelling between teaching areas for a given semester shall be done as follows:

$$CI_d = \frac{D_1}{30} \left[+ \frac{D_2}{80} \right] \times \frac{1}{15} \times \alpha$$

where

α is the conversion parameter of hours into CI units; the accepted value for this parameter shall be 0.5;

D_1 is the distance at "slow" speed (average speed: 30 km/h);

D_2 is the distance at "fast" speed (average speed: 80 km/h).

NB:

Two types of travel have been considered: one defined as "slow" and the other as "fast"; however, the same trip may include both types of travel.

1) The types of travel taken into account in the calculation of the CI_d are as follows:

   i) travelling required due to the physical layout of the College (the existence of buildings, sub-centres and teaching areas outside the College's main campus);

   ii) travelling required by the supervision of fieldwork in nursing or by the supervision of fieldwork for which a student/professor ratio (Nejk) has been determined.

2) Travelling done during class periods resulting in a reduction in actual teaching time shall not be taken into account in the calculation of the CI_d.

e) Calculating the CI_L

The calculation of the individual teaching load comprising leave for a given semester shall be done as follows:

$CI_l = L \times 40$

where

L is the fraction of the individual teaching load comprising leave.

f) Calculating the CI_f

The calculation of the individual teaching load related to activities defined in clause 5-4.07 J), for a given semester, shall be done as follows:

$CI_f = F \times 40$

where

F is the percentage of assignation.

g) Calculating the CI_{cp}

The calculation of the individual teaching load related to primary or complementary instruments shall be done as follows:

$CI_{cp} = H_{cp} \times 1.8$

where

H_{cp} is the number of class hours for primary or complementary instruments taught by the professor whose CI is calculated.

NOTES:

1) When the weight-time distribution of the primary instrument course is of one hour per week, its value is set at one point eight (1.8) unit;

2) When the weight-time distribution of the complementary instrument course is of one hour per week, its value is set at one point eight (1.8) unit.

h) Calculating the $CI_{cp'}$

The calculation of the individual teaching load related to laboratory teaching of the main instrument shall be done as follows:

$$CI_{cp'} = H_{cp'} \times 2$$

where

$H_{cp'}$ is the number of class hours for the main instrument laboratory taught by the professor whose CI is calculated.

NOTE:

1) When the weight-time distribution of the main instrument laboratory is of one hour per week, its value is set at two (2) units.

i) Reference date for the purpose of calculating the CI

A professor's individual teaching load shall be calculated on the basis of student course enrolments on September 20 for the fall semester and February 15 for the winter semester.

For courses offered in continuing education or within an accelerated or intensive DEC, the reference date corresponds to twenty per cent (20%) of their duration. The parties agree to the inclusion of these courses in one of the semesters or both semesters, failing which the College shall proceed.

In the case where one of the semesters is moved through the application of paragraph a) of clause 8-6.01, the reference date for the courses in question corresponds to twenty percent (20%) of their duration.

2.0 YEARLY TEACHING LOAD

A professor's teaching load for a given year shall be:

$$CIt = CIa + CIh$$

where

a and h represent respectively the fall and the winter semesters.

3.0 SPECIAL PROVISIONS

For the purposes of calculating the professor's teaching load, summer courses given within the framework of a work/study program shall be included with the preceding winter semester.

APPENDIX I - 2

ALLOCATION IN FTE FOR EACH TYPE OF WORKLOAD

COLLÈGE OU CAMPUS	A	B	C	D	E	F	G	H	I
	VOLET 1	VOLET 2	VOLET 3	8-5.06 a)	8-5.04 b)	8-5.04 c)	8-5.04 d)	8-5.04 e)	8-5.04 f)
Abitibi-Témiscamingue	4.24	3.20	2.20	2.63	0.61	0.17	0.00	0.23	0.42
Sous-centre d'Amos	0.00	1.20	0.20	0.26	0.04	0.00	0.00	0.03	0.05
Sous-centre de Val-d'Or	0.00	1.25	0.20	0.52	0.04	0.10	0.07	0.03	0.02
Ahuntsic	1.21	7.80	2.58	6.42	0.89	0.00	0.74	0.79	0.60
Alma	1.77	1.90	0.96	1.99	0.46	0.11	0.00	0.10	0.30
André-Laurendeau	1.15	2.70	2.50	2.43	0.53	0.55	0.00	0.24	0.35
Beauce-Appalaches	1.15	1.50	0.75	2.30		0.12	0.00	0.22	0.32
CEC de Lac Mégantic					0.00	0.02	0.00	0.02	0.02
Champlain à Saint-Lambert	1.75	2.20	0.31	2.29	0.29	0.16	0.00	0.09	0.19
Champlain : - St. Lawrence	1.42	0.81	0.10	0.94	0.18	0.00	0.00	0.04	0.12
Chicoutimi	1.03	5.00	1.66	3.68	0.71	0.18	0.44	0.26	0.42
Centre québécois de formation en aéronautique	0.10	0.95	0.37	0.16	0.04	0.00	0.00	0.08	0.02
Dawson	2.30	7.40	6.00	6.50	0.86	0.32	0.25	0.45	0.60

Édouard-Montpetit	1.17	7.80	2.23	5.77	0.64	0.50	0.24	0.61	0.44
Garneau	0.78	5.80	1.79	5.03	0.57	0.65	0.28	0.42	0.35
Gaspésie et des Îles :									
CEC Carleton-sur-Mer	1.89	1.25	0.20	0.48	0.21	0.00	0.00	0.04	0.14
École des pêches et de l'aquaculture du Québec	1.45	1.65	0.76	0.28	0.04	0.00	0.00	0.02	0.02
Granby	1.41	1.50	0.47	2.01	0.43	0.23	0.00	0.20	0.28
Heritage	3.10	1.55	0.80	1.16	0.43	0.11	0.00	0.11	0.28
John Abbott	5.20	7.00	1.01	4.78	0.68	0.30	0.20	0.30	0.46
Jonquière	3.16	5.45	4.00	4.52	0.87	0.12	0.00	0.50	0.53
CEC en Charlevoix	0.68	1.25	0.20	0.38	0.18	0.01	0.00	0.03	0.12
La Pocatière	3.93	2.85	1.54	2.24	0.39	0.06	0.00	0.16	0.25
CEC de Montmagny					0.04	0.00	0.00	0.03	0.05
Lévis	1.49	4.70	2.80	3.90	0.64	0.26	0.04	0.28	0.42
Limoilou	1.28	5.90	2.04	4.97	0.82	0.34	0.07	0.34	0.51
Lionel-Groulx	1.69	3.50	2.90	4.08	0.82	0.24	0.00	0.31	0.53
Maisonneuve	0.34	6.20	1.22	5.04	0.61	0.36	0.28	0.41	0.42
Marie-Victorin	1.00	3.90	0.74	3.43	0.61	0.00	0.21	0.41	0.37

Montmorency	1.49	5.20	0.82	5.35	0.89	0.51	0.38	0.58	0.56
Outaouais	3.99	4.90	0.89	5.00	1.00	0.23	0.24	0.51	0.69
Régional de Lanaudière à Joliette	1.43	2.60	1.05	3.01	0.53	0.43	0.00	0.16	0.37
Régional de Lanaudière à L'Assomption	1.64	1.50	0.80	1.67	0.36	0.00	0.00	0.15	0.25
Régional de Lanaudière à Terrebonne	0.50	3.15	0.60	1.07	0.29	0.00	0.13	0.14	0.19
Rosemont	1.22	4.10	2.50	2.54	0.57	0.19	0.22	0.30	0.35
Saint-Félicien	1.28	1.45	0.52	1.89	0.39	0.08	0.00	0.15	0.23
CEC à Chibougamau	1.28	1.10	0.00	0.37	0.04	0.00	0.00	0.03	0.14
Saint-Hyacinthe	1.10	3.50	2.50	3.55	0.71	0.28	0.43	0.37	0.46
Saint-Jean-sur-Richelieu	1.05	2.80	1.02	3.06	0.50	0.30	0.06	0.27	0.37
Saint-Jérôme	3.06	5.05	1.76	3.70	0.61	0.61	0.06	0.34	0.39
CEC Mont-Laurier					0.00	0.02	0.00	0.03	0.02
CEC Mont-Tremblant					0.00	0.00	0.00	0.02	0.05
Saint-Laurent	1.12	4.10	0.39	2.91	0.53	0.36	0.00	0.19	0.37
Sept-Îles	3.14	1.30	0.17	1.61	0.43	0.08	0.00	0.12	0.35
Shawinigan	2.23	2.40	1.40	2.00	0.43	0.17	0.14	0.16	0.30

Sherbrooke	1.63	7.00	2.81	6.48	1.12	0.51	0.27	0.58	0.69
Thetford	2.42	2.00	0.93	2.02	0.47	0.08	0.00	0.16	0.28
Trois-Rivières	2.21	6.00	2.87	5.49	0.96	0.32	0.14	0.42	0.65
Valleyfield	2.40	2.30	2.20	2.39	0.52	0.28	0.05	0.23	0.35
Vanier	4.08	6.85	4.60	4.90	0.68	0.26	0.06	0.36	0.44
Vieux Montréal	1.51	7.00	2.14	6.18	0.86	0.38	0.00	0.49	0.58

APPENDIX I - 3

LIST OF SUBJECTS

101	Biology
105*	Scientific and Technological Culture*
107	Health Services
109	Physical Education
110	Dental Technology
111	Dental Hygiene
112	Acupuncture
120	Dietetics
130	Medical Electrophysiology
140	Biomedical Analysis Technology
141	Respiratory Technology
142	Radiology
144	Physical Rehabilitation
145	Natural Sciences
147	Natural Environment Technology
152	Farm Management and Operations
153	Horticultural Technology
154	Food Quality and Processing Technology
160	Paramedical Technology
165	Pharmacy Technology

171	Thanatology Techniques
180	Nursing
181	Emergency Pre-Hospital Care
190	Forestry
201	Mathematics
202	Chemistry
203	Physics
204*	Mathematical and Computer Language*
205	Geology
210	Industrial Chemistry
211	Plastics Processing
221	Building Systems Technology and Public Works
222	Urban Planning and Development
223	Energy
230	Geomatics Technology
231	Fisheries
232	Pulp and Paper
233	Furniture Making and Cabinetwork
235	Industrial Production
241	Industrial Maintenance Technology
242	Graphic Design
243	Electrical Engineering

244	Physics Technology
247	Systems Technology
248	Maritime Technology
251	Textile Technology and Management
260	Water and Air Sanitation
262	Environmental Technology
265	Industrial Health and Safety
270	Metallurgical Engineering Technology
271	Mineral Technology
280	Aeronautics
300*	Social Science*
305*	Social Science (complementary)*
310	Paralegal Technology
311	Fire Safety
320	Geography
322	Early Childhood Education
330	History
332	Ancient Civilizations
340	Philosophy
345	Humanities
350	Psychology
351	Special Education

352	Gerontology
353	Basic Assistance Services
354	Leadership Training
360*	Multidisciplinary*
365*	Transdisciplinary*
370	Religion
371	Christian Fellowship
381	Anthropology
383	Economics
384	Social Research Techniques
385	Political Science
386	Community Planning
387	Sociology
388	Social Work
391	Recreational Technology
393	Documentation Technology
394	Public Relations
401	Administration
410	Business Administration (1)
411	Medical Archives
412	Office System
413	Cooperatives

414	Tourism
415	Business Administration (2)
420	Electronic Data Processing Techniques
430	Hotel Management and Food Services
500*	Arts*
502*	Arts and Literature *
504*	Art and Aesthetics *
506	Dance
510	Visual Arts
511	Visual Arts
520	Aesthetics and Art History
530	Cinema
550	Music
551	Professional Music and Song Techniques
560	Theatre
561	Professional Theatre
570	Applied Arts
571	Fashion Design
573	Arts and Crafts
574	Animated Graphics Technology
581	Graphic Communications
582	Multimedia

585	Communications
589	Communications Technology
601	French (Language and Literature)
602	French (Second Language)
603	English (Language and Literature)
604	English (Second Language)
607	Spanish
608	Italian
609	German
610	Russian
611	Hebrew
612	Yiddish
613	Chinese
614	Native Languages
615	Ancient Languages
616	Arabic
617	Québec sign language
618*	Modern Languages*
620	Speech Science

– as well as any other subject or specialization added by the Direction générale de l'enseignement collégial (DGEC).

* These codes are used to identify multidisciplinary or complementary courses and are not subjects within the meaning of the collective agreement.

APPENDIX I - 4

APPENDIX RESPECTING THE DETERMINATION OF SUBJECTS

01. In applying clause 5-1.05, the parties agree to maintain local practices concerning the determination of subjects in matters pertaining to clauses 5-1.04, 5-3.04, 5-4.04, 5-4.05 and 5-4.06 (the last three [3] clauses concerning the local identification of surpluses) and article 8-5.00.

02. However, the parties may agree to modify local practices concerning the determination of subjects.

03 If maintaining local practices or an agreement to modify them has the effect of fragmenting the subjects listed in Appendix I - 3, the name of the surplus professor, as well as the specialization for which he/she was hired or, subject to the last paragraph of clause 5-4.17, in which he/she was teaching during the year that he/she was placed on availability, shall be forwarded to the placement office; inclusion in the lists shall then be done in accordance with the list in Appendix I - 3 and the job security provisions shall then apply accordingly. Subject to the last paragraph of clause 5-4.17, the placement office may also, for information purposes, indicate the specialization that the professor was teaching at the time of his/her inclusion in the lists.

04. If maintaining local practices or an agreement to modify them has the effect of regrouping the subjects listed in Appendix I - 3, the name of the surplus professor shall be forwarded to the placement office and he/she shall be included in the lists in the subject(s) for which he/she was hired or, subject to the last paragraph of clause 5-4.17, in which he/she was teaching during the year that he/she was placed on availability.

APPENDIX I - 5

CHAMPLAIN REGIONAL COLLEGE

The clauses of the collective agreement shall apply to the professors of each constituent college of Champlain Regional College with the necessary adjustments:

- Champlain College of Saint-Lambert
- Champlain College - St. Lawrence
- Champlain College of Lennoxville

APPENDIX I - 6

BUILDINGS

For the purposes of the collective agreement, the colleges with different buildings shall be the following:

Édouard-Montpetit	2 buildings:	– Longueuil – Saint-Hubert
Gaspésie et des Îles	2 buildings:	– Anglophone – Francophone
Limoilou	2 buildings:	– Charlesbourg – Quebec City
Outaouais	2 buildings:	– Félix-Leclerc – Gabrielle-Roy

APPENDIX I - 7

LIST OF SUB-CENTRES AND COLLEGIAL STUDY CENTRES AND SPECIAL PROVISIONS FOR PROFESSORS WORKING IN SUB-CENTRES AND COLLEGIAL STUDY CENTRES

01. Within the College network, the Colleges with sub-centres shall be the following:

- Cégep de l'Abitibi-Témiscamingue, for its sub-centres in Amos and in Val-d'Or;
- Cégep Beauce-Appalaches for its Centre d'études collégiales in Lac-Mégantic
- Cégep de la Gaspésie et des Îles, for its Centre d'études collégiales Carleton-sur-Mer and its Centre d'études collégiales in Îles-de-la-Madeleine;
- Cégep de Jonquière, for its Centre d'études collégiales in Charlevoix;
- Cégep de La Pocatière, for its Centre d'études collégiales in Montmagny and its Centres d'études collégiales du Témiscouata;
- Cégep de Matane and Cégep de Rimouski, for their Centre matapédien d'études collégiales;
- Cégep de Saint-Félicien, for its Centre d'études collégiales in Chibougamau;
- Cégep de Saint-Jérôme, for its Centre collégial in Mont-Laurier and its Centre collégial in Mont-Tremblant;
- Collège de Shawinigan, for its Centre d'études collégiales in La Tuque;
- Collège de Thetford for its Centre d'études collégiales in Lotbinière;
- Cégep de Valleyfield for its Centre d'études collégiales in Saint-Constant;
- Cégep de Victoriaville for its École nationale du meuble et de l'ébénisterie, Montreal division.

SPECIAL CONDITIONS FOR PROFESSORS WORKING IN SUB-CENTRES AND COLLEGIAL STUDY CENTRES

02. **Special provisions for Cégep de la Pocatière for its Centre d'études collégiales in Montmagny and its Centre d'études collégiales du Témiscouata and Cégep de Saint-Jérôme for its Centre collégial in Mont-Laurier and for its Centre collégial in Mont-Tremblant**

The College and its sub-centres identified above shall be considered two (2) distinct Colleges for purposes of applying the provisions of the collective agreement relating to the following matters:

a) department and departmental co-ordination;
b) selection of regular professors;
c) hiring;
d) tenure;
e) seniority;
f) job security (subject to Clause 03 of this appendix);
g) exchanges between Colleges;
h) proposal for the apportionment of professors among subjects;
i) the number of teaching positions in a subject and its application;
j) calculation of a professor's workload;
k) continuing education.

Notwithstanding the preceding, as of the 2017-2018 contract year, a teaching load available at the Centre collégial in Mont-Tremblant may not be granted to a professor of the Centre collégial de Mont-Tremblant if this teaching load can be used to avoid or cancel the placing on availability of a full-time professor from Cégep de Saint-Jérôme.

Despite paragraph f) of item 02 of this appendix, as of the 2017-2018 contract year, a teaching load available at Cégep de Saint-Jérôme may not be assigned to a non-tenured professor of Cégep de Saint-Jérôme if this teaching load can prevent or cancel the placing on availability of a tenured professor of the Centre d'études collégiales de Mont-Tremblant.

03. **Specific provisions for Cégep Beauce-Appalaches for its Centre d'études collégiales in Lac-Mégantic**

The College and its identified sub-centre shall be considered to be two (2) distinct colleges for purposes of applying the provisions of the collective agreement relating to the following matters:

a) hiring;
b) tenure;
c) seniority;
d) job security (subject to clause 05 of this appendix);
e) exchanges between colleges;

f) proposal for the apportionment of professors among the disciplines;
g) the number of teaching positions in a discipline and its application;
h) calculation of a professor's workload;
i) continuing education.

04. **Special provisions for Cégep de Saint-Félicien for its Centre d'études collégiales in Chibougamau[1], Cégep de Jonquière for its Centre d'études collégiales in Charlevoix and for Cégep de la Gaspésie et des Îles for its Centre d'études collégiales Carleton-sur-Mer.**

The College and its identified sub-centres shall be considered to be two (2) distinct colleges for purposes of applying the provisions of the collective agreement relating to the following matters:

a) hiring;
b) tenure;
c) seniority;
d) job security (subject to clause 05 of this appendix);
e) exchanges between colleges;
f) proposal for the apportionment of professors among the disciplines;
g) the number of teaching positions in a discipline and its application;
h) calculation of a professor's workload;
i) continuing education;
j) department and departmental coordination;
k) selection of regular professor;
l) professional development;
m) summer courses;
n) Labour Relations Committee;
o) program committee and program committee coordination.

05. If a program is partially or completely closed in a sub-centre or if the sub-centre itself is closed, the professors involved shall no longer be subject to the provisions of this appendix and the College shall take over from its sub-centre.

[1] In consideration of distinct accreditations.

APPENDIX I - 8

LETTER OF AGREEMENT REGARDING THE INCREASE IN THE STUDENT SUCCESS RATE AND THE REDUCTION OF COSTS SUBSEQUENT TO RE-ENROLMENT IN FAILED COURSES

In order to increase the student success rate and consequently to reduce the costs brought about by student re-enrolment, or course replacement in the curriculum, the professors collectively agree to assume one hour (1) per week of academic guidance in addition to their teaching duties as defined in Appendix I - 1 of the collective agreement.

For any given year, once the number of hours of special activities of academic guidance are determined for a given department, the latter shall submit for college approval, along with its apportionment of teaching loads, the projects applicable in the course of each semester.

Each project shall concern a subject or a specific program. Professors from several departments may be involved in the same project, whether in academic guidance directly, or indirectly by an increase in their teaching load. Teaching duties may be apportioned unevenly between the professors so that, for example, a professor may assume more than one (1) hour of academic guidance while other professors assume, over and above their regular teaching load, part of, or the entire teaching load normally assumed by that professor. Every project shall include academic guidance duties totalling an average of one (1) hour per week per semester per full-time professor or the equivalent involved in the project.

When the College submits to the Union its proposal for the apportionment of its teaching personnel, it shall make sure in every way possible that the academic guidance projects, as prepared by the departments, may be carried out without exceeding the maximum CI.

Each and every professor in the College must become involved in a project. Those professors who do not assume academic guidance duties totalling one (1) hour per week during each of the two (2) semesters shall have their maximum annual teaching load brought up to eighty-seven (87).

In order to evaluate the impact of these new regulations, as much for the increase in the student success rate as for the reduction in costs brought about by student re-enrolment or course replacement, the Ministère, the Fédération des Cégeps and the FNEEQ (CSN) shall meet on or about October 30 of each year. Following this evaluation, the parties may agree to bring about the appropriate corrections or to make the necessary recommendations to the local parties.

APPENDIX I - 9

LETTER OF AGREEMENT ON GUARANTEES

The Ministère guarantees that the financial procedures used in determining the number of full-time professors or the equivalent in colleges where the professor's union is affiliated with the FNEEQ (CSN), when applied to 1998-1999 course and program enrolment, as the case may be, shall generate, for all types of teaching duties provided for in clause 8-5.02, throughout the colleges and campuses, no fewer than 11 579.56 full-time professors or the equivalent.

As of the year 2016-2017, this number shall be increased by 403 FTEs including 30 FTEs reallocated for the purpose of creating teaching loads in continuing education. These resources are provided for in Appendix I-13 of the FNEEQ (CSN) Collective Agreement and in Appendix VIII-4 of the FEC (CSQ) Collective Agreement for the following colleges: Gaspésie et des Îles, Rimouski, Rivière-du-Loup and Sorel-Tracy.

As of 2021-2022, this number is increased by 55.26 FTEs.

As of 2024-2025, this number is increased by 107 FTEs.

Furthermore, the Ministère shall provide the FNEEQ (CSN) with the available and relevant data allowing it to verify if the Ministère has allocated to the colleges and campuses subject to program modifications or implementation or included in network developments, the necessary supplementary resources needed to prevent these modifications, implementations or developments from increasing the professors' workload.

Should these verifications show that all necessary resources have not been allocated, the missing resources shall be allocated for the following teaching year.

APPENDIX I - 10

CÉGEP RÉGIONAL DE LANAUDIÈRE

The clauses of the collective agreement shall apply to all professors at the Cégep régional de Lanaudière, with the necessary adjustments:

- Cégep régional de Lanaudière à l'Assomption
- Cégep régional de Lanaudière à Joliette
- Cégep régional de Lanaudière à Terrebonne

APPENDIX I - 11

TEACHING RESOURCES ALLOCATED TO TYPE 1

Name of College	HP Ratio Allocation[1]	Support Allocation[2]	Nursing[3]	Maximum CI[4]	NES_2 30 hour course[5]
Abitibi-Témiscamingue	1.08	0.61	0.72	0.71	0.16
Abitibi-Témiscamingue - Pavillon Amos	1.41	0.00	0.00	0.11	-
Abitibi-Témiscamingue - Pavillon Val-d'Or	0.63	0.15	0.49	0.21	-
Ahuntsic	0.34	4.69	0.00	2.09	0.49
Alma	2.78	0.41	0.48	0.43	0.10
André-Laurendeau	0.43	1.92	2.11	1.07	0.21
Beauce-Appalaches	1.83	0.65	0.42	0.58	0.15
Beauce-Appalaches – CEC de Lac-Mégantic	0.70	0.00	0.13	0.10	0.01
Champlain à Saint-Lambert	1.01	2.61	0.38	0.77	0.30
Champlain - St. Lawrence	0.26	0.54	0.00	0.27	0.10
Chicoutimi	1.57	1.22	0.77	0.90	0.14
Chicoutimi - CQFA	0.00	0.00	0.00	0.14	0.00
Dawson	0.99	8.29	1.35	2.37	0.76
Édouard-Montpetit	0.10	5.44	2.22	1.82	0.56
Édouard-Montpetit - École nationale d'aérotechnique	0.46	0.15	0.00	0.32	-
Édouard-Montpetit - École nationale d'aérotechnique - Anglophone	0.13	0.00	0.00	0.00	-
Garneau	0.16	3.67	2.56	1.80	0.49
Gaspésie et des Îles - École des pêches et de l'aquaculture du Québec	0.80	0.00	0.00	0.00	0.00
Gaspésie et des Îles - Carleton-sur-Mer	1.63	0.00	0.00	0.15	0.02
Granby	1.14	1.09	0.83	0.64	0.15

Heritage	2.88	0.30	0.45	0.43	0.13
John Abbott	0.61	5.26	1.50	1.76	0.55
Jonquière	2.95	1.42	0.58	1.16	0.20
Jonquière - CEC en Charlevoix	1.46	0.00	0.15	0.15	0.02
La Pocatière	1.63	0.15	0.26	0.34	0.05
La Pocatière - CEC de Montmagny	0.75	0.00	0.00	0.13	0.01
Lanaudière - Assomption	0.64	1.01	0.00	0.53	0.15
Lanaudière - Joliette	2.18	1.57	1.58	0.92	0.15
Lanaudière - Terrebonne	0.26	1.13	0.00	0.48	0.15
Lévis	1.51	1.51	1.29	1.01	0.21
Limoilou	1.07	2.21	1.78	1.10	0.31
Limoilou - Charlesbourg	0.25	0.86	0.00	0.49	-
Lionel-Groulx	3.20	4.75	0.83	1.53	0.50
Maisonneuve	0.24	5.04	1.35	1.66	0.52
Marie-Victorin	0.97	2.09	0.00	1.21	0.22
Montmorency	0.52	5.62	2.22	2.08	0.61
Outaouais	1.58	2.46	0.88	1.04	0.42
Outaouais - Campus Félix-Leclerc	1.02	0.57	0.00	0.46	-
Rosemont	0.91	1.95	0.28	0.88	0.17
Saint-Félicien	1.62	0.27	0.61	0.38	0.05
Saint-Félicien – CEC à Chibougamau	1.01	0.00	0.00	0.10	0.00
Saint-Hyacinthe	1.36	2.92	1.44	1.37	0.36
Saint-Jean-sur-Richelieu	0.11	2.36	0.97	1.00	0.23
Saint-Jérôme	0.73	2.80	2.65	1.47	0.31
Saint-Jérôme - CEC Mont-Laurier	0.76	0.00	0.12	0.15	0.02
Saint-Jérôme - CEC Mont-Tremblant	0.51	0.00	0.00	0.10	0.02
Saint-Laurent	1.48	2.37	1.08	1.20	0.27
Sept-Îles	3.39	0.15	0.36	0.32	0.05
Sept-Îles - Pavillon anglophone	0.56	0.00	0.00	0.00	-
Shawinigan	2.12	0.31	0.74	0.46	0.07
Shawinigan - CEC de la Tuque	0.64	0.00	0.00	0.00	-
Sherbrooke	0.98	3.70	2.27	1.91	0.41

Thetford	2.30	0.27	0.44	0.45	0.08
Trois-Rivières	1.22	2.87	1.02	1.46	0.31
Valleyfield	2.04	1.05	1.39	0.75	0.18
Vanier	2.07	5.58	1.37	1.86	0.51
Vieux Montréal	0.71	3.31	1.44	1.87	0.39
Total	**67.20**	**97.45**	**41.83**	**46.98**	**11.27**

Small Cohort Allocation (55 FTEs)
Resources allocated for the purpose of applying the Annexe budgétaire sur la Consolidation de l'offre de formation (S026).

[1] 94 network FTEs. Application of the terms of Appendix I-1.
[2] 108 network FTEs. Application of the terms of Appendix I-1.
[3] 51 network FTEs. Application of the terms of Appendix I-1.
[4] 55 network FTEs. Application of the terms of clause 8-6.01 d).
[5] 13 network FTEs. Application of the terms of Appendix I-1.

APPENDIX I - 12

APPENDIX PERTAINING TO RESOURCES FOR LOW ENROLMENT PROGRAM (SMALL COHORTS)

Starting the 2011-2012 contract year, for each year of the collective agreement, the Ministère guarantees that, in colleges where the professors' union is affiliated to the FNEEQ (CSN), the Budgetary Appendix (S026) called *Consolidation de l'offre de formation,* used to support the low enrolment program (small cohorts), shall be taken into account when applied to the data generated for the year 2007-2008, for all colleges and campuses, at least 75.94 FTEs, to which the 55 FTEs provided for in Appendix I - 11 are added of the collective agreement 2010-2015.

APPENDIX I - 13

TEACHING LOADS IN CONTINUING EDUCATION (TLCE)

1. The TLCE in continuing education shall be allocated as follows:

COLLEGE OR CAMPUS	LOADS[1]
Abitibi – Témiscamingue	1.59
Ahuntsic	10.38
Alma	2.18
André-Laurendeau	4.07
Beauce-Appalaches	1.74
CEC de Lac Mégantic	0.13
Champlain of Saint-Lambert	2.26
Champlain-St.Lawrence	0.10
Chicoutimi	2.63
Centre québécois de formation aéronautique	0.00
Dawson	13.87
Édouard-Montpetit	7.68
Garneau	5.22
Gaspésie et des Îles :	
CEC Carleton-sur-Mer	0.78
École des pêches et de l'aquaculture	0.00
Granby	2.55
Heritage	1.19

COLLEGE OR CAMPUS	LOADS[1]
John Abbott	8.09
Jonquière	1.93
CEC en Charlevoix	0.45
La Pocatière	1.34
CEC de Montmagny	0.61
Lévis-Lauzon	1.74
Limoilou	5.28
Lionel-Groulx	3.60
Maisonneuve	11.26
Marie-Victorin	6.81
Montmorency	6.25
Outaouais	2.60
Régional de Lanaudière à Joliette	1.90
Régional de Lanaudière à L'Assomption	1.05
Régional de Lanaudière à Terrebonne	1.14
Rosemont	3.86
Saint-Félicien	2.55
CEC in Chibougamau	0.45
Saint-Hyacinthe	4.35
Saint-Jean-sur-Richelieu	4.44
Saint-Jérôme	3.36
CEC Mont-Laurier	0.15
CEC Mont-Tremblant	0.00

COLLEGE OR CAMPUS	LOADS[1]
Saint-Laurent	5.25
Sept-Îles	1.16
Shawinigan	2.77
Sherbrooke	4.82
Thetford	1.48
Trois-Rivières	3.39
Valleyfield	2.09
Vanier	9.16
Vieux Montréal	8.35

2. The teaching loads can be divided into part-time loads. Unless the parties agree otherwise, up to fifteen per cent (15%) of the loads can be used to release continuing education professors to carry out activities provided for in paragraphs b) and c) of clause 8-4.01. Moreover, all or part of the loads may, upon agreement between the parties, be transformed into money. In that case, each full-time teaching load shall be calculated at a value of zero point forty-six (0.46) FTE based on the standardized mean salary at the College.

3. The teaching loads allocated for a given year shall be used during the year they were allocated. However, upon agreement between the parties, these teaching loads may be transferred to a later year.

[1] Seventy-seven point three hundred and four (77.304) FTEs are converted to create one hundred and sixty-eight point zero five (168.05) teaching loads in continuing education with the following rule: one (1) teaching load equals zero point forty-six (0.46) FTE.

APPENDIX I - 14

APPENDIX PERTAINING TO SUCCESS SUPPORT

As of the 2021-2022 contract year, the Ministère shall allocate, through Budgetary Appendix A112 "Support for Academic Success," the amount of $11,855,638[1] to the colleges in the network to support the academic success of students with special needs (EBP) and students with disabilities (EESH). This amount shall be allocated according to the terms of the budget rule of the said appendix and shall be converted into full-time equivalents (FTEs).

The College shall devote to the creation of positions seventy-five per cent (75%) of the amount allocated for success support based on the needs that it will have identified in connection with its success plan. These resources shall be used for the purposes of Types 1 and 2 of the teaching load, with the objective of supporting the academic success of students with special needs (EBP) and students with disabilities (EESH). This percentage may be amended by agreement between the parties, in accordance with clause 8-5.09.

In addition, twenty-five per cent (25%) of the amount granted to each college must be used to release professors from their teaching load so that they can carry out activities aimed at supporting the academic success of such students.

Resources may be used in particular for the following activities:

- providing support in the context of their program of study or internship;
- developing educational activities adapted to their situation or that respond to certain problems experienced by these students in the context of their studies;
- conducting research and innovation activities for classrooms, workshops, laboratories and help centres;
- implementing engaging projects that can have a significant effect on their academic success;
- adapting educational activities or learning materials based on inclusive educational practices that prioritize diversity of teaching approaches, in particular Universal Design for Learning;
- providing customized support for these students.

[1] This amount shall be indexed annually by the Ministère according to the rate of indexation of the other costs provided for in the *Régime budgétaire et financier* [Budgetary and financial plan] in force.

APPENDIX I - 15

LETTER OF INTENT CONCERNING THE EVALUATION OF THE FACULTY FUNDING STANDARD ("EREG" ALLOCATION MODEL) FOR NURSING PROGRAMS (180.A0 AND 180.B0)

The Ministère de l'Enseignement supérieur shall undertake to analyze the faculty funding standard ("EREG" allocation model) for Nursing programs (180.A0 and 180.B0).

Work in Progress

1. The Ministère de la Santé et des Services sociaux, in collaboration with the Ministère de l'Enseignement Supérieur, mandated a firm to find sustainable solutions to facilitate the coordination of internships (between education levels). The mandate aims to find solutions to the challenges for the Montreal region initially, but to propose solutions that are transferable to other regions. The mandate was planned for the year 2021.

2. The Groupe de travail national sur l'effectif infirmier [provincial task force on the nursing workforce] was operational from March to June 2021. Its mandate was particularly focused on solutions for increasing admissions into programs and for initial training. A 2021–2023 action plan will be created.

All of this work could lead to changes in the current model of conducting internships, which is an input that could have an impact on the analysis of the faculty funding standard. If necessary, the Funding Branch shall undertake to carry out the work. This work will be under the responsibility of the joint committee on material and financial affairs and, more specifically, the E committee (paragraph 41 of Budgetary Appendix E102).

Preparatory work

Preparatory work to document the current situation of nursing internships for programs 180.A0 and 180.B0 was undertaken as early as the fall of 2021:

- data collection at institutions offering the nursing program;
- status report on the conduct and operation of nursing internships;
- consultation with the Ministère de la Santé et des Services Sociaux and, where appropriate, the institutions of the Health and Social Services Network.

The subsequent analysis of the funding standards of the "EREG" allocation model will take into account the results of the work in progress and the documentation set out above, and the evolving context of teaching in this program, including the use of manikins (intelligent or high-fidelity manikins) and the specific requirements, if any, of clinical teaching environments. The implementation of new standards, if any, would result in a correction to the funding of nursing program faculty retroactive to the date of signing of the collective agreement.

APPENDIX I-15 LETTER OF INTENT CONCERNING THE EVALUATION OF THE FACULTY FUNDING STANDARD ("EREG" ALLOCATION MODEL) FOR NURSING PROGRAMS (180.B0)

The Ministère de l'Enseignement Supérieur shall undertake to consult with national labour unions at pivotal moments.

APPENDIX I - 16

TEACHING RESOURCES ALLOCATED TO TYPE 1 FOR CLINICAL TEACHING IN NURSING PROGRAMS (180.A0 AND 180.B0)

COLLEGE OR CAMPUS	ALLOCATION[1]
Abitibi-Témiscamingue	0.77
Ahuntsic	0.00
Alma	0.39
André-Laurendeau	1.89
Beauce-Appalaches	0.41
CEC de Lac-Mégantic	0.04
Champlain à Saint-Lambert	0.50
Champlain St-Lawrence	0.00
Chicoutimi	0.72
Centre québécois de formation en aéronautique	0.00
Dawson	1.10
Édouard Montpetit	1.35
Garneau	2.47
Gaspésie des Îles	
CEC Carleton-sur-Mer	0.00
École des pêches et de l'aquaculture du Québec	0.00
Granby	0.75
Heritage	0.39
John Abbott	0.98
Jonquière	0.35
CEC en Charlevoix	0.08
La Pocatière	0.21
CEC de Montmagny	0.00
Lévis	0.99
Limoilou	1.16

COLLÈGE OU CAMPUS	ALLOCATION[1]
Lionel-Groulx	0.86
Maisonneuve	1.25
Marie-Victorin	0.00
Montmorency	1.82
Outaouais	0.84
Régional de Lanaudière à Joliette	1.28
Régional de Lanaudière à L'Assomption	0.00
Régional de Lanaudière à Terrebonne	0.00
Rosemont	0.55
Saint-Félicien	0.25
CEC à Chibougamau	0.04
Saint-Hyacinthe	1.01
Saint-Jean-sur-Richelieu	0.86
Saint-Jérôme	1.83
CEC de Mont-Laurier	0.09
CEC de Mont-Tremblant	0.00
Saint-Laurent	1.34
Sept-Îles	0.20
Shawinigan	0.50
Sherbrooke	1.71
Thetford	0.26
Trois-Rivières	1.24
Valleyfield	0.89
Vanier	0.81
Vieux Montréal	1.49
Total	33.67

[1] 40 network FTEs. These resources are allocated to the nursing subject (180) and are used to recognize the effects on the workload of clinical teaching in internships without Ne_{jk}.

APPENDIX I - 17

APPENDIX PERTAINING TO THE PILOT PROJECT IN NURSING

1. A pilot project shall be implemented from the date of signing of the collective agreement until March 31, 2028, in order to allow for weekend nursing internships ending at the end of the 2028 winter semester at the latest.

2. The professor who participates in the pilot project does so on a voluntary basis. However, a substitution or replacement may be filled according to the usual mechanisms.

3. The department, which has the responsibility to assign pedagogical activities such as internships in a clinical environment, shall take into account a professor who has expressed to his/her departmental coordination his/her interest in giving one or several weekend internships.

4. This pilot project must comply with the following terms and conditions:
    - The weekend internships shall only take place during the day;
    - The full-time or part-time professor who takes part in the pilot project shall have, on a weekly basis, two (2) days of rest.

5. Premium

Within the context of the pilot project in nursing:

- the full-time or part-time professor who takes on a weekend teaching load shall receive, for each hour worked on the weekend, a premium of four per cent (4%) of his/her annual salary divided by 1690 hours. This premium is not pensionable.

- the hourly paid professor who takes on weekend course hours within the context of an internship shall receive a four per cent (4%) premium on his/her hourly rate for the hours worked on the weekend. This premium is not pensionable.

APPENDIX I - 18

VALUE OF A TEACHING LOAD IN CONTINUING EDUCATION (TLCE)

1. For the term of the 2023-2028 collective agreement, the Ministère undertakes to forward every year to the provincial union party the pertinent data in order to monitor the evolution of the value of a TLCE.

2. The provincial parties recognize that the value of a TLCE is calculated according to the following formula:

$$\textbf{FTE value of a TLCE} = \frac{A - B}{A}$$

where

A= the average salary in the college network for a full-time equivalent (FTE) in regular teaching (excluding the hourly paid professor);

B= the average salary in the college network for a full-time equivalent (FTE) in continuing education (hourly paid professor, calculated on the basis of 525 course hours in a contract year).

APPENDIX I - 19

APPENDIX PERTAINING TO THE FINANCING OF THE ADDITIONAL WORKLOAD FOR DIGITAL ADAPTATION RELATED TO DISTANCE EDUCATION (DE)

1. As of 2024-2025, a network envelope of 19 FTEs per year is constituted to finance the additional workload generated by digital adaptation related to DE and applicable to the regular and continuing education[1] sectors.

2. Following the signing of the 2023-2028 collective agreement, the advisory committee on teaching workloads annually distributes the resources of this appendix between the colleges and according to the provisions indicated in item 3. This distribution is based on an estimate of the FTEs for regular education and the number of periods for continuing education from data forwarded to the CPNC from all the colleges for the previous year.

3. The distribution of resources from this appendix shall be done according to the following terms and conditions:

   a) First, FTEs are distributed between the colleges needing to support the increase in individual loads of full-time and part-time professors offering bimodal courses as provided for in Appendix I-1. Amounts are also granted to the colleges needing to support the increase in teaching periods of hourly paid professors offering bimodal courses as provided for in clause 6-1.03.

   b) The unused balance is then distributed in FTEs to the colleges needing to support the recognition of a course offered in person and at a distance as two (2) different courses in the individual teaching load of full-time or part-time professors as provided for in Appendix I-1.

The provincial parties shall then agree, in a CNR, of the distribution of the unused balance in order to support other needs related to distance education.

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[1] The amounts granted to colleges' continuing education programs are taken from the network envelope (19 FTEs).
The attribution of these amounts in FTEs is calculated in the following manner:

$$\frac{\text{(The number of periods offered in bimodal teaching in continuing education } \mathbf{x}\ 0.2) \ \mathbf{x} \text{ the average hourly rate of hourly paid professors in continuing education}}{\text{Mean standardized salary of regular professors}}$$

Distribution of allocations and amounts for 2024-2025

The tables below indicate the distribution of the network envelope for 2024-2025 only, excluding a balance of four point fifty-three (4.53) FTEs which must be handled by the CNR. For subsequent years, the allocations and amounts are transferred to the colleges according to clause 8-5.01.

Regular education[1]

COLLEGE OR CAMPUS	ALLOCATION IN FTEs
Abitibi-Témiscamingue	0.86
Ahuntsic	0.04
Alma	0.00
André-Laurendeau	0.00
Beauce-Appalaches	0.10
CEC de Lac Mégantic	0.00
Champlain à Saint-Lambert	0.00
Champlain- St. Lawrence	0.18
Chicoutimi	0.00
Centre québécois de formation aéronautique	0.00
Dawson	0.00
Édouard-Montpetit	0.00
Garneau	0.00
Gaspésie et des Îles :	
CEC Carleton-sur-Mer	1.27
École des pêches et de l'aquaculture du Québec	0.50
Granby	0.00
Heritage	0.00
John Abbott	0.18
Jonquière	0.00
CEC en Charlevoix	0.02
La Pocatière	0.43
CEC de Montmagny	0.06
Lévis	0.00

Regular education[1]

COLLEGE OR CAMPUS	ALLOCATION IN FTEs
Limoilou	0.77
Lionel-Groulx	0.00
Maisonneuve	0.00
Marie-Victorin	0.02
Montmorency	0.00
Outaouais	0.00
Régional de Lanaudière à Joliette	0.08
Régional de Lanaudière à L'Assomption	0.00
Régional de Lanaudière à Terrebonne	0.00
Rosemont	0.00
Saint-Félicien	0.00
CEC à Chibougamau	0.00
Saint-Hyacinthe	0.00
Saint-Jean-sur-Richelieu	0.00
Saint-Jérôme	0.00
CEC Mont-Laurier	0.00
CEC Mont-Tremblant	0.00
Saint-Laurent	0.00
Sept-Îles	0.09
Shawinigan	0.14
Sherbrooke	0.00
Thetford	0.70
Trois-Rivières	0.00
Valleyfield	0.22
Vanier	0.00
Vieux Montréal	0.07

[1] 13.11 network FTEs have been distributed to regular education for DE in bimodal teaching and for double preparation.

Continuing education

COLLEGE OR CAMPUS	AMOUNT
Abitibi-Témiscamingue	0.00
Ahuntsic	0.00
Alma	0.00
André-Laurendeau	0.00
Beauce-Appalaches	0.00
CEC de Lac Mégantic	0.00
Champlain à Saint-Lambert	0.00
Champlain- St. Lawrence	0.00
Chicoutimi	0.00
Centre québécois de formation aéronautique	0.00
Dawson	0.00
Édouard-Montpetit	0.00
Garneau	$45,563
Gaspésie et des Îles :	
CEC Carleton-sur-Mer	0.00
École des pêches et de l'aquaculture du Québec	0.00
Granby	0.00
Heritage	0.00
John Abbott	0.00
Jonquière	$20,728
CEC en Charlevoix	0.00
La Pocatière	0.00
CEC de Montmagny	0.00
Lévis	$5,849
Limoilou	$16,624
Lionel-Groulx	0.00

Continuing education

COLLEGE OR CAMPUS	AMOUNT
Maisonneuve	0.00
Marie-Victorin	0.00
Montmorency	0.00
Outaouais	0.00
Régional de Lanaudière à Joliette	0.00
Régional de Lanaudière à L'Assomption	0.00
Régional de Lanaudière à Terrebonne	0.00
Rosemont	0.00
Saint-Félicien	0.00
CEC à Chibougamau	0.00
Saint-Hyacinthe	0.00
Saint-Jean-sur-Richelieu	0.00
Saint-Jérôme	0.00
CEC Mont-Laurier	0.00
CEC Mont-Tremblant	0.00
Saint-Laurent	0.00
Sept-Îles	0.00
Shawinigan	$15 393
Sherbrooke	0.00
Thetford	0.00
Trois-Rivières	0.00
Valleyfield	0.00
Vanier	0.00
Vieux Montréal	$1 847

SECTION II - JOB SECURITY

APPENDIX II - 1

LIST OF ZONES FOR THE PURPOSES OF APPLYING JOB SECURITY

COLLEGES	OTHER COLLEGES IN THE ZONE
ABITIBI-TÉMISCAMINGUE	-
AHUNTSIC	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jérôme, Terrebonne
ALMA	Jonquière
ANDRÉ-LAURENDEAU	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Terrebonne, Valleyfield
BAIE-COMEAU	-
BAIE-DES-CHALEURS	-
BEAUCE-APPALACHES	-
BOIS-DE-BOULOGNE	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, Lionel-Groulx, Montmorency, Saint-Jérôme, Terrebonne
CARLETON-SUR-MER	-
CHAMPLAIN OF LENNOXVILLE	Sherbrooke
CHAMPLAIN OF SAINT-LAMBERT	Édouard-Montpetit, Island of Montreal*, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu
CHAMPLAIN - ST. LAWRENCE	Quebec City Region**
CHARLEVOIX	-
CHIBOUGAMAU	-

CHICOUTIMI	Jonquière
DAWSON	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Terrebonne
DRUMMONDVILLE	-
ÉDOUARD-MONTPETIT	Champlain College of Saint-Lambert, * Island of Montreal, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Lambert
GARNEAU	** Quebec City Region
GASPÉSIE ET DES ÎLES	-
GÉRALD-GODIN	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, Lionel-Groulx, Montmorency, Saint-Jérôme, Valleyfield
GRANBY	-
HÉRITAGE	Outaouais
ÎLES-DE-LA-MADELEINE	-
JOHN ABBOTT	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, Lionel-Groulx, Montmorency, Valleyfield
JOLIETTE	L'Assomption, Terrebonne
JONQUIÈRE	Alma, Chicoutimi
LAC-MÉGANTIC	-
LA POCATIÈRE	Montmagny
L'ASSOMPTION	Ahuntsic, Joliette, Lionel-Groulx, Maisonneuve, Marie-Victorin, Rosemont, Terrebonne
LÉVIS	Montmagny, ** Quebec City Region
LIMOILOU	** Quebec City Region
LIONEL-GROULX	* Island of Montreal, L'Assomption, Montmorency, Saint-Jérôme, Terrebonne

MAISONNEUVE	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Terrebonne
MARIE-VICTORIN	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, L'Assomption, Lionel-Groulx, Montmorency, Terrebonne
MATANE	-
MATAPÉDIA (Matane)	Matapédia (Rimouski)
MATAPÉDIA (Rimouski)	Matapédia (Matane)
MONT-LAURIER	-
MONTMAGNY	La Pocatière, Lévis
MONTMORENCY	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, Lionel-Groulx, Saint-Jérôme, Terrebonne
MONT-TREMBLANT	-
OUTAOUAIS	Heritage
RIMOUSKI	-
RIVIÈRE-DU-LOUP	-
ROSEMONT	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Terrebonne
SAINT-FÉLICIEN	-
SAINT-HYACINTHE	Édouard-Montpetit, Saint-Lambert
SAINT-JEAN-SUR-RICHELIEU	Champlain College of Saint-Lambert, André-Laurendeau, Dawson, Édouard-Montpetit, Maisonneuve, Rosemont, Vieux Montréal
SAINT-JÉROME	Ahuntsic, Bois-de-Boulogne, Gérald-Godin, Lionel-Groulx, Montmorency, Saint-Laurent, Terrebonne, Vanier

SAINT-LAURENT	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, Lionel-Groulx, Montmorency, Saint-Jérôme, Saint-Lambert, Terrebonne
SAINTE-FOY	** Quebec City Region
SEPT-ÎLES	-
SHAWINIGAN	Trois-Rivières
SHERBROOKE	Champlain of Lennoxville
SOREL-TRACY	-
TÉMISCOUATA	-
TERREBONNE	Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, Joliette, L'Assomption, Lionel-Groulx, Maisonneuve, Marie-Victorin, Montmorency, Rosemont, Saint-Jérôme, Saint-Laurent, Vanier, Vieux Montréal
THETFORD	-
TROIS-RIVIÈRES	Shawinigan
VALLEYFIELD	André -Laurendeau, John Abbott, Gérald-Godin
VANIER	Champlain College of Saint-Lambert, Édouard-Montpetit, * Island of Montreal, Lionel-Groulx, Montmorency, Saint-Jérôme, Terrebonne
VICTORIAVILLE	-
VIEUX MONTRÉAL	Champlain College of Saint-Lambert, Édouard-Montpetit, Île de Montréal*, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Terrebonne

* Island of Montreal:	Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, John Abbott, Gérald-Godin, Maisonneuve, Marie-Victorin, Rosemont, Saint-Laurent, Vanier, Vieux Montréal colleges.

** Quebec City Region:	Champlain - St. Lawrence, Garneau, Lévis, Limoilou, Sainte-Foy colleges.

APPENDIX II - 2

LIST OF SECTORS FOR THE PURPOSES OF APPLYING JOB SECURITY

COLLEGES	OTHER COLLEGES IN THE SECTOR
ABITIBI-TÉMISCAMINGUE	-
AHUNTSIC	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby, *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
ALMA	Chicoutimi, Jonquière, Saint-Félicien
ANDRÉ-LAURENDEAU	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
BAIE-COMEAU	-
BEAUCE-APPALACHES	Lac-Mégantic, Thetford
BOIS-DE-BOULOGNE	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby, *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
CARLETON-SUR-MER	-
CHAMPLAIN OF LENNOXVILLE	Drummondville, Granby, Sherbrooke, Victoriaville
CHAMPLAIN OF SAINT-LAMBERT	Drummondville, Édouard-Montpetit, Granby, Island of Montreal*, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield

CHAMPLAIN - ST. LAWRENCE	Montmagny, Quebec City Region**
CHARLEVOIX	-
CHIBOUGAMAU	-
CHICOUTIMI	Alma, Jonquière
DAWSON	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
DRUMMONDVILLE	Champlain College of Lennoxville, Champlain College of Saint-Lambert, Édouard-Montpetit, Granby, Shawinigan, Sherbrooke, Sorel-Tracy, Trois-Rivières, Victoriaville
ÉDOUARD-MONTPETIT	Champlain College of Saint-Lambert, Drummondville, Granby, *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
GARNEAU	Montmagny, **Quebec City Region
GASPÉSIE ET DES ÎLES	-
GÉRALD-GODIN	Champlain College of Saint-Lambert, Édouard-Montpetit, *Island of Montreal, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Terrebonne, Valleyfield
GRANBY	Drummondville, Édouard-Montpetit, *Island of Montreal, Lennoxville, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Lambert, Sherbrooke
HÉRITAGE	Outaouais
ÎLES-DE-LA-MADELEINE	-
JOHN ABBOTT	Champlain College of Saint-Lambert, Édouard-Montpetit, *Island of Montreal, L'Assomption, Lionel-Groulx, Montmorency,

	Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Terrebonne, Valleyfield
JOLIETTE	Champlain College of Saint-Lambert, Édouard-Montpetit, *Island of Montreal, L'Assomption, Lionel-Groulx, Montmorency, Saint-Jérôme, Terrebonne, Trois-Rivières
JONQUIÈRE	Alma, Chicoutimi
LAC-MÉGANTIC	Beauce-Appalaches, Sherbrooke, Thetford
LA POCATIÈRE	Montmagny, Rivière du Loup
L'ASSOMPTION	Champlain College of Saint-Lambert, Édouard-Montpetit, *Island of Montreal, Joliette, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Terrebonne
LÉVIS	Montmagny, **Quebec City Region
LIMOILOU	Montmagny, **Quebec City Region
LIONEL-GROULX	Champlain College of Saint-Lambert, Édouard-Montpetit, *Island of Montreal, Joliette, L'Assomption, Montmorency, Saint-Jean-sur-Richelieu, Saint-Jérôme, Terrebonne, Valleyfield
MAISONNEUVE	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby,*Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
MARIE-VICTORIN	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby, *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
MATANE	Matapédia (Matane), Matapédia (Rimouski), Rimouski
MATAPÉDIA (Matane)	Matane, Matapédia (Rimouski), Rimouski
MATAPÉDIA (Rimouski)	Matane, Matapédia (Matane), Rimouski

MONT-LAURIER	Mont-Tremblant
MONTMAGNY	La Pocatière, **Quebec City Region
MONTMORENCY	Champlain College of Saint-Lambert, Édouard-Montpetit, *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Terrebonne, Valleyfield
MONT-TREMBLANT	Mont-Laurier, St-Jérôme
OUTAOUAIS	Héritage
RIMOUSKI	Matane, Matapédia (Matane), Matapédia (Rimouski), Rivière-du-Loup
RIVIÈRE-DU-LOUP	La Pocatière, Rimouski, Témiscouata
ROSEMONT	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby, *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
SAINT-FÉLICIEN	Alma
SAINT-HYACINTHE	Champlain College of Saint-Lambert, Drummondville, Édouard-Montpetit, Granby, *Island of Montreal, L'Assomption, Montmorency, Saint-Jean-sur-Richelieu, Sorel-Tracy, Terrebonne, Victoriaville
SAINT-JEAN-SUR-RICHELIEU	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby, *Island of Montreal, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Terrebonne, Valleyfield
SAINT-JÉRÔME	Champlain College of Saint-Lambert, Édouard-Montpetit, *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Mont-Tremblant, Terrebonne
SAINT-LAURENT	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby, *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield

SAINTE-FOY	Montmagny, **Quebec City Region
SEPT-ÎLES	-
SHAWINIGAN	Drummondville, Trois-Rivières, Victoriaville
SHERBROOKE	Champlain College of Lennoxville, Drummondville, Granby, Lac-Mégantic, Victoriaville
SOREL-TRACY	Champlain College of Saint-Lambert, Drummondville, Édouard-Montpetit, *Island of Montreal, Saint-Hyacinthe, Terrebonne, Trois-Rivières
TÉMISCOUATA	Rivière-du-Loup
TERREBONNE	Champlain College of Saint-Lambert, Édouard-Montpetit, *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Valleyfield
THETFORD	Beauce-Appalaches, Lac-Mégantic, Victoriaville
TROIS-RIVIÈRES	Drummondville, Joliette, Shawinigan, Sorel-Tracy, Victoriaville
VALLEYFIELD	Champlain College of Saint-Lambert, Édouard-Montpetit, *Island of Montreal, Lionel-Groulx, Montmorency, Saint-Jean-sur-Richelieu, Terrebonne
VANIER	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield
VICTORIAVILLE	Champlain College of Lennoxville, Drummondville, Thetford, Saint-Hyacinthe, Shawinigan, Sherbrooke, Trois-Rivières
VIEUX MONTRÉAL	Champlain College of Saint-Lambert, Édouard-Montpetit, Granby, *Island of Montreal, Joliette, L'Assomption, Lionel-Groulx, Montmorency, Saint-Hyacinthe, Saint-Jean-sur-Richelieu, Saint-Jérôme, Sorel-Tracy, Terrebonne, Valleyfield

*Island of Montreal:	Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, Gérald-Godin, John Abbott, Maisonneuve, Marie-Victorin, Rosemont, Saint-Laurent, Vanier, Vieux Montréal colleges.
**Quebec City Region:	Champlain College - St. Lawrence, Garneau, Lévis, Limoilou, Sainte-Foy colleges.

APPENDIX II - 3

MOVING EXPENSES

1.01
The provisions of this appendix shall apply to any professor who, by virtue of the provisions concerning job security, is subject to a relocation that involves a change in domicile.

When the distance between the former place of work and the new place of work is more than fifty (50) kilometres, the moving expenses provided for in this appendix shall apply only if the professor moves. The College may also authorize the reimbursement of moving expenses in other cases, after having studied the case in question.

1.02
The allowances provided for in this appendix shall be paid by the College of origin of the professor, upon presentation of supporting vouchers. The College shall pay the expenses within thirty (30) days.

1.03
A professor who accepts an offer of employment and who moves shall be entitled to take leave from work:

a) without loss of pay, for a maximum of three (3) working days, excluding the time required for a return trip, in order to look for a new home. In such cases, the College shall reimburse the professor for the cost of a return trip for the professor and his/her spouse, as well as their living expenses for a period not exceeding three (3) days, in accordance with the regulations concerning travel costs in effect at the College;

b) without loss of pay, for three (3) working days, in order to move from the old house into the new one. In such cases, the professor's and his family's travel and living expenses shall be reimbursed in accordance with the regulations concerning travel costs in effect at the College.

1.04
The College shall assume, upon presentation of supporting vouchers, the costs incurred for the transportation of the furniture and personal effects of the professor concerned, including packing and unpacking and the costs of the insurance premium, or the costs of towing a mobile home, on the condition that he/she supplies, in advance, at least two (2) detailed bids for the costs to be incurred.

1.05
However, the College shall not pay the cost of transporting the professor's personal vehicle, unless the location of his/her new residence is inaccessible by road. Moreover, the cost of transporting a boat, canoe, etc., shall not be reimbursed.

1.06
When the professor cannot move directly from one house to the next because of reasons beyond his/her control, other than the construction of a new residence, the College shall pay the costs of storing the professor's furniture and personal effects and those of his/her dependents for a period not to exceed two (2) months.

1.07
The College shall pay a moving allowance of seven hundred fifty dollars ($750) to any professor who is transferred, in compensation for incidental moving expenses (carpets, draperies, disconnecting and installing electrical appliances, cleaning, babysitting fees, etc.), unless said professor is assigned to a location where complete facilities are placed at his/her disposal by the new college.

1.08
The College shall pay the equivalent of one (1) month's rent to a professor who must abandon a dwelling without a written lease. If there is a lease, the College shall reimburse, for a maximum of three (3) month's rent, a professor who must break his/her lease if and when the landlord demands compensation. In both cases, the professor shall attest that the landlord's request is well-founded and produce supporting vouchers.

1.09
If a professor chooses to sublet his/her dwelling himself/herself, reasonable costs for advertising the sublet shall be assumed by the College.

1.10
a) The College shall pay a professor who must sell his/her house (principal residence) the agent's fees, upon presentation of the following documents:

   - the contract with the real estate agent immediately after its signature;
   - the sales contract;
   - the real estate agent's fees.

b) The College shall pay a professor who has sold his/her house because of his/her relocation and who purchases a new one in order to set up residence at his/her new posting, to cover the cost of notarized deeds.

1.11
When the house of a relocated professor is not sold by the time he/she must assume his/her obligations regarding his/her new place of residence, even though it has been put up for sale at a reasonable price, the costs of keeping the unsold house shall not be reimbursed but, in this case, the College shall reimburse the following expenses upon production of supporting vouchers, for a period not exceeding three (3) months:

a) municipal and school taxes;
b) the interest on the mortgage;
c) the cost of the insurance premium.

1.12
When the move from one home to another cannot take place directly because of reasons beyond the professor's control, other than the construction of a new residence, the College shall reimburse the professor for living expenses for himself/herself and his/her family in accordance with the regulations concerning travel expenses in effect at the College, for a period not exceeding two (2) weeks.

1.13
If the move is delayed with the authorization of the College and if the professor's family is not relocated immediately, the College shall assume the professor's transportation costs to visit his/her family every two (2) weeks, if the distance to be covered is equal to or less than a five hundred (500) kilometres round trip, and once a month if the return distance to be covered exceeds five hundred (500) kilometres up to a maximum of one thousand six hundred (1 600) kilometres round trip.

1.14
In the case where a relocated professor chooses not to sell his/her house (principal residence), he/she may benefit from the provisions of this clause. In order to avoid a double financial burden for the professor-owner due to the fact that his/her principal residence is not rented at the time he/she assumes his/her new accommodation obligations in the new location, the College shall pay him/her, for the period in which his/her house is not rented, the amount of his/her new rent, up to a maximum of three (3) months, upon presentation of supporting vouchers. Moreover, the College shall reimburse him/her for reasonable advertising costs and the costs of no more than two (2) trips incurred for the renting of his/her house, upon presentation of supporting vouchers and in accordance with the regulations concerning travel costs in effect at the College.

APPENDIX II - 4

FORM FOR NON-TENURED FULL-TIME PROFESSORS MENTIONED IN:

- **clause 5-4.08c**
  and
- **clause 5-4.17 a), priorities 9 and 14**

FAMILY NAME: _____

FIRST NAME: _____

FULL-TIME PROFESSOR:

COLLEGE OF ORIGIN: _____

CONTRACT YEAR: _____

SUBJECT: _____

POSITION APPLIED FOR: _____

_____ _____

DATE SIGNATURE:

NB: THE APPLICANT'S RÉSUMÉ AND OTHER RELEVANT INFORMATION AND DOCUMENTS SHOULD BE SUBMITTED ALONG WITH THIS FORM.

APPENDIX II - 5

CALCULATING SENIORITY FOR RELOCATION PURPOSES

In order to ensure that the seniority of all Quebec CEGEP professors is calculated on the same basis for the purposes of relocation, it is agreed that:

1. In order to convert hours into years of seniority, if applicable, for the purposes of article 5-4.00, the placement office shall use the following rule: four hundred fifty (450) teaching periods are worth one (1) year of seniority.

2. When it is necessary to determine which professor, one covered by the FEC (CSQ) agreement or one covered by the FNEEQ (CSN) agreement, has more seniority for relocation purposes under article 5-4.00, the placement office shall recalculate the seniority of these professors so as to ensure that only the seniority that can be recognized under the terms of the FAC, the FEC (CSQ) and the FNEEQ (CSN) agreements is counted.

3. Once a professor is reassigned to a college, his/her seniority shall be recalculated by the new college in accordance with the rules in effect there.

APPENDIX II - 6

DECLARATION OF EMPLOYMENT FORM

This form must be filled out and submitted to the College with the professor's application.

A. EXPLANATIONS

1. PROFESSIONAL ACTIVITY

   This expression shall signify a remunerated professional activity, carried out as an employee or as a self-employed person under contract or otherwise.

2. AVERAGE NUMBER OF HOURS PER WEEK

   The average number of hours per week is not a determining factor for your status of employment. To determine whether you hold full-time employment, refer to Item B.

3) CUMULATION OF EMPLOYMENT

   All of your professional activities must be declared on this form. However, the cumulation of professional activities cannot result in a person being considered holding full-time employment.

B. DEFINITION OF FULL-TIME EMPLOYMENT

Shall be considered to hold full-time employment:

1. any person who, in a declared professional activity, performs remunerated work for a length of time corresponding to the number of weekly or monthly hours worked by persons holding similar full-time jobs, according to what is generally recognized in their type of work;

2. any person who, while holding full-time employment, is on leave of absence with pay;

3. any person who, while holding full-time employment, is on availability with pay.

Any person who meets one or more of the above criteria shall declare himself/herself as holding full-time employment and shall be considered as holding dual employment.

Only a person holding full-time employment or who expects to hold full-time employment during the entire semester for which he/she submits his/her candidacy shall declare himself/herself as holding dual employment.

DECLARATION OF EMPLOYMENT

College: _____

Subject: _____ Semester: _____

IDENTIFICATION

Family name: _____ First name: _____

Address: _____ Postal code: _____

Telephone (home): _____ (office): _____

Social insurance number: _____

PROFESSIONAL ACTIVITIES

For every professional activity performed during the semester, give the following information:

Name(s) of employer(s)	Title or duties	Average no. of hours per week

EMPLOYMENT SITUATION

Considering the definition of full-time employment (see Item B), check one or the other of the following declarations:

☐ I currently hold full-time employment and, consequently, I shall hold dual employment.

☐ I do not currently hold full-time employment and, consequently, I shall not hold dual employment.

DATE: _____ SIGNATURE: _____

SECTION III - APPENDICES PERTAINING TO CERTAIN COLLEGES

APPENDIX III - 1

APPENDIX PERTAINING TO THE WORKING CONDITIONS APPLICABLE TO PROFESSORS TEACHING AERONAUTICS AT THE COLLÈGE DE CHICOUTIMI (CQFA)

01. This appendix shall modify the provisions of the collective agreement as it applies to professors covered by the accreditation certificate issued to the Syndicat des professeurs et répartiteurs du CQFA.

02. The word "professor" used in the provisions of the collective agreement shall mean "professor and dispatcher" when these provisions apply specifically to the parties covered by this appendix.

03. Article 1-2.00 shall be modified as follows:

a) Clause 1-2.02 shall be replaced with the following:

1-2.02 Contract Year:
A twelve (12) month period stipulated in the individual work contract during which the professor is employed by the College, including ten (10) months of availability under the terms of the collective agreement, taking into consideration the application of the vacation plan provided for in this collective agreement.

b) Clause 1-2.10 shall be replaced with the following:

1-2.10 Professor:
A person hired by the College to assume a workload as described in this appendix.

c) Clause 1-2.15 shall be replaced with the following:

1-2.15 Full-time Professor:
A professor hired by the College as a full-time professor under a twelve (12) month contract for full-time regular teaching duties or for full-time teaching duties in continuing education, in accordance with this appendix. However, a professor hired for a full-time workload in the regular program before September 1 shall have a full-time contract except for salary purposes. Moreover, a professor covered by clause 5-1.03 b), c) or d) shall hold a full-time contract.

d) The following clause shall be added:

1-2.31 Annotation:
Legal document delivered by Transport Canada, allowing for an extension of the privileges already associated with a Transport Canada licence, as stipulated in the Canadian aviation regulations.

e) The following clause shall also be added:

1-2.32 Licence:
Legal document delivered by Transport Canada, authenticated by a medical certificate, to which annotations are added, and granting pilot privileges in accordance with Canadian aviation regulations.

04. Article 5-1.00 shall be modified by adding the following clause:

5-1.14
a) Invalid medical certificate
The provisions relating to disability as provided for in article 5-5.00 shall apply to a flight instructor who loses his/her license within the meaning of the Canadian aviation regulations because of disability, as defined in clause 5-5.03.

When it is possible for the College to offer a ground or dispatch position to an instructor who does not have a valid medical certificate within the meaning of the Canadian aviation regulations because of a disability, the salary of such instructor shall remain constant until the time when the category applicable to him/her allows him/her to obtain a higher salary.

b) Loss of licence
For all other reasons not provided for in paragraph a), an instructor whose license is suspended shall be automatically suspended without pay, and an instructor whose license is revoked shall be dismissed, unless there is an agreement to the contrary between the parties.

05. Article 5-6.00 shall be modified as follows:

The dates of November 1, March 1 and June 1 that appear in this article shall be replaced with "sixty (60) days before the start of the semester".

06. Article 5-8.00 shall be replaced with the following:

5-8.00 Paid statutory holidays

5-8.01
Every professor shall benefit from thirteen (13) paid holidays. The choice of these thirteen (13) days off shall be made at the beginning of each school year, following agreement between the College and the Union. This choice shall take into consideration the requirements of the calendar of operations.

5-8.02
Professors whose regular functions require them to work on holidays set by agreement under clause 5-8.01 shall be remunerated in accordance with the terms and conditions provided for in the article dealing with overtime pay.

07. Chapter 6-0.00 shall be modified as follows:

Chapter 6 Remuneration

a) Articles 6-1.00 (except clauses 6-1.06, 6-1.07 et 6-1.08), 6-2.00, and 6-3.00 are not included in the collective agreement.

b) The classification of professors shall be determined according to the following provisions:

1. The College shall determine the classification of each professor according to Tables B and C of this appendix.

2. If a professor is not satisfied with his/her classification, he/she may resort to the procedure provided for in the article dealing with the Labour Relations Committee.

c) The professors' salaries shall be determined as follows:

1. The salary scales provided for in Table D of this appendix shall apply. They are determined according to the methodology set out in Appendix VI-4.

2. Advancement by step shall be annual and shall take place on July 1 of each year for all professors who have not reached the maximum step to which they are entitled. However, a new professor shall have six (6) months experience or more before July 1 in order to advance by one step.

   As of the 2010-2011 contract year, the professor hired by the College in class I and for whom the salary is fixed to one of the first four (4) steps, shall benefit in subsequent contracts from a semi-annual advancement in step on January 1, and on July 1, of each year until he/she reaches step5.

   As of July 1, 2024, the professor hired by the College in class I and for whom the salary is fixed to one of the first six (6) first steps, shall benefit in subsequent contracts from a semi-annual advancement in step on January 1, and on July 1, of each year until he/she reaches step 7.

3. A new professor who has acquired the major part of his/her teaching experience at a school board, school service centre, CEGEP or university and who does not meet the requirements of Table B or C shall have his/her

initial salary brought up to the category and step closest to that which he/she would receive under the collective agreement.

4. A part-time professor shall be remunerated according to his/her classification in proportion to his/her availability under the terms of the collective agreement and to his/her workload.

5. When a professor is required to work overtime or as a substitute at the College's request, he/she shall be remunerated, according to his/her choice, in one of the following ways:

~~Class~~	~~Rate 2023-04-01 to 2024-03-31 ($)~~	~~Rate 2024-04-01 to 2025-03-31 ($)~~	~~Rate 2025-04-01 to 2026-03-31 ($)~~	~~Rate 2026-04-01 to 2027-03-31 ($)~~	~~Rate as of 2027-04-01 ($)~~
~~I~~	~~56.87~~	~~58.46~~	~~59.98~~	~~61.48~~	~~63.63~~
~~II~~	~~66.44~~	~~68.30~~	~~70.08~~	~~71.83~~	~~74.34~~
~~III~~	~~77.40~~	~~79.57~~	~~81.64~~	~~83.68~~	~~86.61~~
~~IV~~	~~84.72~~	~~87.09~~	~~89.35~~	~~91.58~~	~~94.79~~

Class	Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-30 ($)	Rate 2026-03-31 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
I	56.87	58.46	59.98	60.05	61.55	63.70
II	66.44	68.30	70.08	70.16	71.91	74.43
III	77.40	79.57	81.64	81.73	83.77	86.70
IV	84.72	87.09	89.35	89.45	91.69	94.90

As of March 31, 2026, the Consumer Price Index (CPI) adjustment clause is applied.

or

the equivalent in time after an agreement has been reached between the College and the professor.

6. The hourly rates given in subparagraph 5 are determined according to the methodology set out in Appendix VI-4.

7. The advancement of one (1) step granted on July 1, 2024, to a full-time or part-time professor pursuant to item 3.2 of Appendix VI-4 must be

maintained when he/she is rehired by his/her college of origin or by another college.

08. Article 8-2.00 shall be modified in the following way:

Article 8-2.00 - Provisions Relating to Vacation

a) Clause 8-2.01 a) shall be replaced with the following paragraph:

a) A full-time professor shall be entitled, during each contract year, to two (2) months of paid vacation on condition that he/she has completed or will have completed one (1) year of service by the following June 30.

b) Clause 8-2.04 shall be modified by adding the following sentence:

However, this amount shall be reduced by the equivalent in vacation time already taken.

09 Article 8-3.00 shall be modified in the following way:

Article 8-3.00 - Provisions Relating to Availability

a) Clause 8-3.01 a) shall be replaced with the following:

a) The full-time professor shall be available to the College for a period of thirty-five (35) hours per week. The daily availability shall be for a period of seven (7) hours.

b) The following paragraph d) shall be added to clause 8-3.01:

d) Overtime work shall be optional. In the event that no professor agrees to work overtime, the College may require that the professor able to perform such work and having the least seniority do the required work.

10. Article 8-4.00 shall be modified by replacing clause 8-4.01 a) by the following clause:

Article 8-4.00 - Teaching Load

8-4.01 Workload

a) Type 1

A) Ground instructor: the workload[1] of a ground instructor shall include all the activities inherent to instruction on the ground, in particular:

- the preparation of course outlines;
- the preparation of courses, labs and fieldwork;
- the teaching of courses, labs or fieldwork with the collaboration of the instructors concerned;
- adaptation;
- support and supervision of his/her students;
- preparation, supervision and correction of examinations;
- revisions of corrections requested by students;
- participation in pedagogical days organized by the College;
- attendance at departmental meetings and required activities.

B) Flight instructor: The workload of a flight instructor shall include all the activities inherent to flight instruction, in particular:

- the preparation of course outlines;
- the preparation of courses, labs and fieldwork;
- preparation of exercises on the ground with students (preparatory courses and briefings);
- the teaching of flight courses, labs or fieldwork with the collaboration of the instructors concerned;
- adaptation;
- support and supervision of students soloing;
- support and supervision of his/her students;
- exchanges with a student after each solo or duo flight exercise to verify his/her progress and difficulties (debriefing), as well as the instructor's obligation to note any information on the flight cards that could lead to the evaluation of the competencies (including attitudes) of each student under his/her responsibility;
- revisions of corrections requested by students;
- participation in pedagogical days organized by the College;
- attendance at departmental meetings and required activities;
- the teaching of other instructors, if called upon to do so.

C) Simulator instructor: The workload[2] of a simulator instructor shall include all the activities inherent in simulator instruction, in particular:

- the preparation of course outlines;

[1] The updating of knowledge is implicit in the activities required by the teaching load (as recognized by the joint committee's study « Enseigner au Collégial Portrait de la profession » - March 2008)

[2] The updating of knowledge is implicit in the activities required by the teaching load (as recognized by the joint committee's study « Enseigner au Collégial Portrait de la profession » - March 2008)

- the preparation of courses;
- preparation of exercises on the ground with students (preparatory courses and briefings);
- the teaching of simulator courses with the collaboration of the instructors concerned;
- adaptation;
- support and supervision of his/her students;
- exchanges with a student after each flight simulator exercise to verify his/her progress and difficulties (debriefing), as well as the instructor's obligation to note any information on the flight cards that could lead to the evaluation of the competencies (including attitudes) of each student under his/her responsibility;
- revisions of corrections requested by students;
- participation in pedagogical days organized by the College;
- attendance at departmental meetings and required activities;
- teaching instructors on the flight simulator when called upon to do so;

D) Dispatcher: The workload of a dispatcher shall include all the activities inherent in his/her duties, in particular:

- contribution to the optimum use of aircraft for different flight courses and professional development;
- the necessary entries in flight logs;
- the compilation of daily, monthly, semestrial and yearly reports;
- making the necessary entries in the aircraft journey log;
- updating documentation, as required by the College and the Canadian aviation regulations;
- updating all reports used to monitor and control students, aircraft, personnel and the different flight operations required by the College and the Canadian aviation regulations;
- radio communication with the different airborne craft and the apportionment and verification of the number of aircraft in the training zones;
- providing users of the different aircraft with information about meteorology, NOTAMs and schedules;
- certification of fight hours in the students' personal logs;
- verification of legal documents to be filled out before flight in accordance with College policy and the Canadian aviation regulations;
- obligation to notify instructors responsible for students soloing and to recall students, if applicable, in accordance with College policy;
- transmitting to the instructor relevant observations pertaining to student evaluations;
- transmitting to the users of different aircraft operational instructions required by the College;

- participation in pedagogical days organized by the College;
- attendance at departmental meetings and required activities;
- collaboration with other dispatchers and their initiation, as needed.

Article 8-4.00 shall also be modified by adding the following point to clause 8-4.01 b):

- participation in the selection of students to be admitted to program 280.A0.

Article 8-6.00 - Calculation of a Professor's Workload

11. a) Article 8-6.00 shall apply to ground instructors only.

b) For flight instructors and simulator instructors, clauses 8-6.01 and 8-6.02 shall be replaced by the following provisions, except for the last paragraph of clause 8-6.01.

8-6.01 Flight instructor
The professor shall log three hundred thirty-nine (339) hours of flying time per year and shall be required to make up any missing hours in order to reach this number.

8-6.02 Simulator instructor
The professor shall teach five hundred fifty (550) flight hours on a simulator per year.

The provisions of paragraphs a) and b) shall apply on a prorata basis to professors who partially assume one or more of these three (3) duties.

12. Appendix VI-1 of the collective agreement shall be replaced by Table D of this appendix.

13. Flight instructors (for airplanes or helicopters) and simulator instructors shall receive, by way of compensation, the salary increase stipulated in Table E of this Appendix.

14. For the duration of the collective agreement, the number of full-time dispatchers shall be maintained at two (2).

TABLE B

CLASSIFICATION

CATEGORY 1

Minimum requirement:

- Hold a professional pilot's license with an instructor-pilot qualification, and relevant experience;
- 12 years of schooling or an equivalent;
- Oral and written fluency in French and English.

CATEGORY II

Minimum required for class I plus one of the following:

Class II instructor's certificate and a valid qualification for instrument flying

or

B) 14 years of schooling plus 3 years of experience in aviation

or

C) 10 years of experience in aviation

or

D) sixteen (16) years of schooling

or

E) any qualifications superior to those already mentioned in this appendix and acquired either through comprehensive teaching experience or as a commander, or possession of various supplementary annotations relevant to the function exercised.

CATEGORY III

A) The professor who attains this category shall possess a minimum of six (6) points plus four (4) years of experience in the College's piloting option;

DEFINITIONS:	**POINTS**
- airline pilot's permit	2
- airplane pilot's permit	1
- professional helicopter pilot's permit	1
- helicopter annotation (military pilot)	1
- airplane annotation (military pilot)	1
- instructor annotation, class I	3
- instructor annotation, class II	2
- annotation for instrument flying	2
- multi engine annotation	1
- hydroplane annotation	1
- fourteen (14) years of schooling or more	2
- sixteen (16) years of schooling or more	3

or

B) 17 years of schooling plus five (5) years of relevant experience in aviation;

or

C) 15 years of relevant experience in aviation;

or

D) any qualifications superior to those already mentioned in this appendix and acquired either through comprehensive teaching experience or through comprehensive experience as a commander, or possession of various supplementary annotations relevant to the function exercised.

Note: Except for certain exceptional cases, ground and simulator instructors shall be required to hold or to have held the qualifications mentioned in this appendix.

TABLE C

DEFINITION OF CATEGORIES APPLICABLE TO HELICOPTER FLIGHT INSTRUCTORS

CATEGORY II

Minimum requirement:

- Hold a professional pilot's license with annotation as an helicopter instructor and annotation for group 4 instruments in addition to the relevant experience.
- Oral and written fluency in French and English.

CATEGORY III

The minimum requirement plus one of the following:

A) One thousand five hundred (1 500) hours of helicopter flying time including one hundred and fifty (150) hours of instruction.

or

B) Fourteen (14) years of schooling plus five (5) years of relevant experience in aviation.

or

C) Ten (10) years of relevant experience in aviation.

or

D) any qualifications superior to those already mentioned in this appendix and acquired either through comprehensive teaching experience or through comprehensive experience as a commander, or possession of various supplementary annotations relevant to the function exercised.

CATEGORY IV

The minimum requirement plus one of the following:

A) Three thousand (3,000) hours of helicopter flying time including three hundred and fifty (350) hours of instruction.

or

B) Sixteen (16) years of schooling plus ten (10) years of relevant experience in aviation.

or

C) Fifteen (15) years of relevant experience in aviation.

or

D) any qualifications superior to those already mentioned in this appendix and acquired either through comprehensive teaching experience or through comprehensive experience as a commander, or possession of various supplementary annotations relevant to the function exercised.

TABLE D
ANNUAL SALARY SCALES OF AERONAUTICS INSTRUCTORS[1-2-3]

~~Class~~	~~Step~~	~~Rate 2023-04-01 to 2024-03-31 ($)~~	~~Rate 2024-04-01 to 2025-03-31 ($)~~	~~Rate 2025-04-01 to 2026-03-31 ($)~~	~~Rate 2026-04-01 to 2027-03-31 ($)~~	~~Rate as of 2027-04-01 ($)~~
~~IV~~	~~1~~	~~105,080~~	~~108,022~~	~~110,831~~	~~113,602~~	~~117,578~~
~~IV~~	~~2~~	~~105,859~~	~~108,823~~	~~111,652~~	~~114,443~~	~~118,449~~
~~IV~~	~~3~~	~~106,619~~	~~109,604~~	~~112,454~~	~~115,265~~	~~119,299~~
~~IV~~	~~4~~	~~107,535~~	~~110,546~~	~~113,420~~	~~116,256~~	~~120,325~~
~~IV~~	~~5~~	~~108,544~~	~~111,583~~	~~114,484~~	~~117,346~~	~~121,453~~
~~III~~	~~1~~	~~92,613~~	~~95,206~~	~~97,681~~	~~100,123~~	~~103,627~~
~~III~~	~~2~~	~~94,273~~	~~96,913~~	~~99,433~~	~~101,919~~	~~105,486~~
~~III~~	~~3~~	~~95,976~~	~~98,663~~	~~101,228~~	~~103,759~~	~~107,391~~
~~III~~	~~4~~	~~97,830~~	~~100,569~~	~~103,184~~	~~105,764~~	~~109,466~~
~~III~~	~~5~~	~~99,701~~	~~102,493~~	~~105,158~~	~~107,787~~	~~111,560~~
~~III~~	~~6~~	~~101,719~~	~~104,567~~	~~107,286~~	~~109,968~~	~~113,817~~
~~III~~	~~7~~	~~104,322~~	~~107,243~~	~~110,031~~	~~112,782~~	~~116,729~~
~~II~~	~~1~~	~~80,921~~	~~83,187~~	~~85,350~~	~~87,484~~	~~90,546~~
~~II~~	~~2~~	~~82,484~~	~~84,794~~	~~86,999~~	~~89,174~~	~~92,295~~
~~II~~	~~3~~	~~84,221~~	~~86,579~~	~~88,830~~	~~91,051~~	~~94,238~~
~~II~~	~~4~~	~~86,005~~	~~88,413~~	~~90,712~~	~~92,980~~	~~96,234~~
~~II~~	~~5~~	~~87,853~~	~~90,313~~	~~92,661~~	~~94,978~~	~~98,302~~
~~II~~	~~6~~	~~89,809~~	~~92,324~~	~~94,724~~	~~97,092~~	~~100,490~~
~~II~~	~~7~~	~~91,862~~	~~94,434~~	~~96,889~~	~~99,311~~	~~102,787~~
~~I~~	~~1~~	~~69,205~~	~~71,143~~	~~72,993~~	~~74,818~~	~~77,437~~
~~I~~	~~2~~	~~70,738~~	~~72,719~~	~~74,610~~	~~76,475~~	~~79,152~~
~~I~~	~~3~~	~~72,469~~	~~74,498~~	~~76,435~~	~~78,346~~	~~81,088~~
~~I~~	~~4~~	~~74,223~~	~~76,301~~	~~78,285~~	~~80,242~~	~~83,050~~
~~I~~	~~5~~	~~76,097~~	~~78,228~~	~~80,262~~	~~82,269~~	~~85,148~~
~~I~~	~~6~~	~~78,058~~	~~80,244~~	~~82,330~~	~~84,388~~	~~87,342~~
~~I~~	~~7~~	~~80,050~~	~~82,291~~	~~84,431~~	~~86,542~~	~~89,571~~

1 Classes I and II shall apply to the position of dispatcher, and advancement shall be uninterrupted up to Class II, Step 7.

2 Classes I, II and III shall apply to ground instructors, flight instructors and simulator instructors, and advancement shall be uninterrupted up to Class III, Step 7.

3 Classes II, III and IV shall apply to helicopter flight instructors, and advancement shall be uninterrupted up to Class IV, Step 5.

Class	Step	Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-30 ($)	Rate 2026-03-31 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
IV	1	105,080	108,022	110,831	110,953	113,727	117,707
IV	2	105,859	108,823	111,652	111,775	114,569	118,579
IV	3	106,619	109,604	112,454	112,578	115,392	119,431
IV	4	107,535	110,546	113,420	113,545	116,384	120,457
IV	5	108,544	111,583	114,484	114,610	117,475	121,587
III	1	92,613	95,206	97,681	97,788	100,233	103,741
III	2	94,273	96,913	99,433	99,542	102,031	105,602
III	3	95,976	98,663	101,228	101,339	103,872	107,508
III	4	97,830	100,569	103,184	103,298	105,880	109,586
III	5	99,701	102,493	105,158	105,274	107,906	111,683
III	6	101,719	104,567	107,286	107,404	110,089	113,942
III	7	104,322	107,243	110,031	110,152	112,906	116,858
II	1	80,921	83,187	85,350	85,444	87,580	90,645
II	2	82,484	84,794	86,999	87,095	89,272	92,397
II	3	84,221	86,579	88,830	88,928	91,151	94,341
II	4	86,005	88,413	90,712	90,812	93,082	96,340
II	5	87,853	90,313	92,661	92,763	95,082	98,410
II	6	89,809	92,324	94,724	94,828	97,199	100,601
II	7	91,862	94,434	96,889	96,996	99,421	102,901
I	1	69,205	71,143	72,993	73,073	74,900	77,522
I	2	70,738	72,719	74,610	74,692	76,559	79,239
I	3	72,469	74,498	76,435	76,519	78,432	81,177
I	4	74,223	76,301	78,285	78,371	80,330	83,142
I	5	76,097	78,228	80,262	80,350	82,359	85,242
I	6	78,058	80,244	82,330	82,421	84,482	87,439
I	7	80,050	82,291	84,431	84,524	86,637	89,669

NOTE:

As of March 31, 2026, the Consumer Price Index (CPI) adjustment clause is applied.

TABLE E

SALARY INCREASE FOR AERONAUTICS INSTRUCTORS

As of April 1, 2023, flight instructors (airplane or helicopter) and simulator instructors shall receive, by way of compensation, a salary increase corresponding to the table below. It includes increases set out in clauses 6-4.02 to 6-4.06 and will be adjusted according to 6-4.07, if applicable.

This salary increase is eligible for the retirement plan.

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
$4,555/year	$4,683/year	$4,805/year	$4,925/year	$5,097/year

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

Article 4-1.00 - Departmental Coordination and Program Committee

01. Article 4-1.00 shall be modified in the following way:

    a) Clause 4-1.10 shall be modified by adding to point 2 in the section of the activities regarding the relationships with the College, paragraph h) as follows:

    h) to see to the training, standardization and retraining of flight instructors, as the case may be, according to their qualification.

Article 4-3.00 - Labour Relations Committee

02. Article 4-3.00 shall be modified in the following way:

a) Clause 4-3.02 shall be replaced by:

4-3.02
Within thirty (30) working days of the effective date of these provisions, each party shall appoint two (2) representatives and inform the other party in writing. Furthermore, the Union shall appoint two (2) substitutes for the above representatives should they be absent or disabled.

b) Paragraph d) of Clause 4-3.15 shall be replaced by:

d) classification;

Article 4-5.00 - Comité pédagogique

03. Article 4-5.00 shall be replaced by the following:

4-5.01
The local arrangement dated May 14, 1997, and renewed October 20, 2000, within the meaning of clause 4-5.17 of the collective agreement that expired on June 30, 2002, which constitutes an agreement on a local issue within the meaning of section 58 of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (CQLR, chapter R-8.2), shall be extended and shall be an integral part of the collective agreement. This agreement may be modified in accordance with the provisions of section 59 ff. of the Act.

The same shall apply to any agreement concerning the Commission pédagogique.

Article 5-20.00 - Occupational Health and Safety

04. Article 5-20.00 shall be modified in the following way:

Clauses 5-20.11 and 5-20.12 shall be added:

5-20.11
a) The instructor shall be reimbursed by the College for any expenses incurred for medical examinations, electrocardiograms, specialist's reports, X-rays, flight tests and extensions of annotations at the licence bureau in order to maintain his/her crew membership licence.

b) The College agrees to supply the necessary equipment to each and every instructor in order that he/she may remain qualified and obtain the annotations needed in his/her work according to the schedule and the procedures set by the College.

5-20.12
A sum of ten thousand dollars ($10 000) for the duration of the collective agreement shall be granted for the purchase of safety equipment on aircrafts.

This sum shall be spent according to an agreement to be reached between the College and the Union.

Article 8-2.00 - Provisions Relating to Vacations

05. Article 8-2.00 shall be modified in the following way:

Clause 8-2.05 shall be replaced with the following;

8-2.05
An instructor shall be entitled to vacation in accordance with the following terms and conditions:

a) All the instructors shall be divided in three (3) groups for the purposes of applying the provisions pertaining to vacations.

Instructors in the first group, made up of flight instructors, may take one (1) month of vacation in June, July or August and one (1) month of vacation in December, January or February.

Instructors in the second group, made up of dispatchers, shall be subject to the same provisions.

Instructors in the third group, made up of ground instructors and simulator instructors, may take two (2) months of vacation in June and July or in July and August.

b) Prior to April 15 of each year, the College shall set the vacation schedule for each group of instructors after consulting those concerned.

c) Instructors shall then choose their vacation periods prior to May 1. If necessary, the instructor with the most seniority shall have first choice, and so on. Once approved, these vacation periods cannot be modified without prior agreement between the College and the instructor concerned.

d) Subject to the provisions of this clause, vacations may not be carried over to another year without authorization from the College.

Article 8-3.00 - Provisions Relating to Availability

06. Article 8-3.00 shall be modified in the following way:

a) Clause 8-3.02 shall be replaced by;

8-3.02

a) Unless the parties agree otherwise, a full-time instructor shall be available to the College from Monday to Friday between 8:00 a.m. and 11:00 p.m.

b) When night flights are involved or when instrument flight instructions are given outside the campus at Saint-Honoré, the College may redefine the instructor's availability; the latter shall then be notified in writing of any change in his/her timetable at least seven (7) days in advance.

b) Clause 8-3.03 shall be replaced by:

8-3.03

Should the instructor's teaching duties require availability exceeding seven (7) hours per day, the College shall provide for a period of non-availability at another time of the week, so that weekly availability does not exceed thirty-five (35) hours. This period shall be set once an agreement is reached between the College and the instructor concerned.

c) Clause 8-3.06 shall be replaced by:

8-3.06

The instructor shall perform his/her teaching duties on College or Centre premises or other specified areas.

APPENDIX III - 2

APPENDIX PERTAINING TO COLLÈGE MARIE-VICTORIN

01. The following clause 2-1.04 shall be added to this collective agreement:

2-1.04
A professor who gives courses within the framework of École-en-mer activities shall not be covered by the collective agreement.

02. The seniority of professors designated as retired hourly paid professors shall be set as of July 1, 1993.

03. Available teaching loads in prison environments shall be excluded from the application of clause 5-4.07 l), paragraph 3 and clause 5-4.17 d).

04. Clause 5-4.17 b) shall be modified by adding the following paragraph 2.B before paragraph 3:

2.B
A professor designated as a retired hourly paid professor, for a partial teaching load in his/her subject, if he/she applies in writing within the limits provided for in the collective agreement, up to the semester during which he/she reaches the age of sixty-five (65).

05. Clause 5-4.17 d) shall be modified by adding the following paragraph 1.A after paragraph 1:

1.A
A professor designated as a retired hourly paid professor, in the subjects recognized by the College, up to the semester during which he/she reaches the age of sixty-five (65).

06. A professor designated as a retired hourly paid professor shall be entitled to the same fringe benefits as the other part-time professors, subject to the following:

1) He/she may not use his/her hiring priorities if by doing so the College is obliged to assign him/her a teaching load entitling him/her to receive remuneration (including retirement benefits) in excess of the salary he/she would receive if he/she were holding full-time employment.

APPENDIX III - 3

APPENDIX PERTAINING TO THE CÉGEP RÉGIONAL DE LANAUDIÈRE

01. For the purposes of applying clause 5-3.03 of the collective agreement:

i) seniority shall be calculated separately for each of the constituent Colleges of the regional Cégep;

ii) for a professor who obtains a position in another constituent College of the regional Cégep, seniority shall be recalculated in its entirety for all of the constituent Colleges of the regional Cégep.

APPENDIX III - 4

APPENDIX PERTAINING TO THE CÉGEP RÉGIONAL DE LANAUDIÈRE À JOLIETTE AND THE CÉGEP RÉGIONAL DE LANAUDIÈRE IN TERREBONNE

The provisions of the collective agreement shall apply to these Colleges, subject to the provisions of the Entente visant le transfert du personnel enseignant du Cégep Joliette-De Lanaudière au Cégep régional de Lanaudière, reached between the Syndicat des enseignantes et enseignants du Cégep Joliette-De Lanaudière and the Cégep Joliette de Lanaudière signed on June 22, 1998.

APPENDIX III - 5

APPENDIX PERTAINING TO THE CÉGEP RÉGIONAL DE LANAUDIÈRE IN JOLIETTE AND THE CÉGEP RÉGIONAL DE LANAUDIÈRE IN L'ASSOMPTION

The provisions of the collective agreement shall apply to this College, subject to the provisions of the *Entente visant le transfert du personnel enseignant du secteur collégial de la Corporation du Collège de l'Assomption au Cégep régional de Lanaudière à l'Assomption*, reached between the Syndicat des enseignantes et enseignants du Collège de l'Assomption, the Corporation du Collège de l'Assomption and the Cégep régional de Lanaudière signed on February 10, 2000.

APPENDIX III - 6

APPENDIX PERTAINING TO THE CÉGEP RÉGIONAL DE LANAUDIÈRE À L'ASSOMPTION

The provisions of the collective agreement shall apply to this College, subject to the provisions of the Entente visant le transfert du personnel enseignant du secteur collégial de la Corporation du Collège de l'Assomption au Cégep régional de Lanaudière à l'Assomption, reached between the Syndicat des enseignantes et des enseignants du Collège de l'Assomption, the Corporation du Collège de l'Assomption and the Cégep régional de Lanaudière signed on June 22, 1998.

APPENDIX III - 7

PROFESSORS OF AERONAUTICS AT THE ÉCOLE NATIONALE D'AÉROTECHNIQUE DU COLLÈGE ÉDOUARD-MONTPETIT

A professor whose teaching duties consist mainly of specialized teaching in aircraft construction technology, aircraft maintenance technology and avionics and who has a license in aircraft maintenance technology issued by Transport Canada shall receive, by way of compensation, a salary increase corresponding to the table below. It includes increases set out in clauses 6-4.02 to 6-4.06 and will be adjusted according to 6-4.07, if applicable.

Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
$4,555/year	$4,683/year	$4,805/year	$4,925/year	$5,097/year

APPENDIX III - 8

APPENDIX PERTAINING TO THE CENTRE D'ÉTUDES COLLÉGIALES IN LAC-MÉGANTIC OF THE CÉGEP BEAUCE-APPALACHES

1. The provisions of the funding formula for teaching the regular program (Appendix E102 of the *Régime budgétaire et financier des cégeps* and clause 8-5.01 of the collective agreement) apply to all college education activities carried out by the Centre d'études collégiales de Lac-Mégantic du Cégep Beauce-Appalaches.

2. Additionally, the Cégep Beauce-Appalaches is granted an additional annual allocation of 0.5 FTE (A_6) for its college education activities carried out by the Centre d'études collégiales de Lac-Mégantic.

3. Technical programs will be provided in alternation at the Centre d'études collégiales de Lac-Mégantic. Consequently, a program cannot be part of two cohorts for two consecutive years.

4. Furthermore, for each technical program, the Centre d'études collégiales de Lac-Mégantic is entitled, for each program year, to the level of teaching resources based on the funding standard for the specific program teaching (standard1 or standard2) applicable to the PES (student periods per week) conducted at Lac-Mégantic, where the program constant (constant1 or constant2) applies only once for the entire three-year duration of the cohort. This provision is invalid with regards to the application of standards to other education activities provided at Lac-Mégantic.

5. Notwithstanding clause 8-5.09, the teaching resources allocated to the specific teaching of a technical program are not considered in determining the number of positions at the Centre d'études collégiales de Lac-Mégantic. Any position that could have resulted from these allocations is, as such, deemed as a full-time teaching load.

   However, if for a discipline of a specific teaching other than the technical program discipline, the associated allocation is made up of:

   i. more than 0.25 FTE of the allocation of a position involved, the position is filled as a full-time teaching load;
   ii. 0.25 FTE or less of the allocation of a position involved, the position is filled as a position.

6. Subject to a situation where being placed on availability is avoided or prevented, the loads to be assigned are filled separately at the Centre d'études collégiales de Lac-Mégantic and at the Cégep Beauce-Appalaches.

7. In accordance with the 2005-2010 letter of agreement #11, for the purpose of applying and interpreting article 5-4.00, seniority shall accumulate separately at the Centre d'études collégiales de Lac-Mégantic and at Cégep Beauce-Appalaches.

   A professor who had, upon the signing of the 2005-2010 letter of agreement #11, a priority based on clause 5-4.17 can choose to exercise this hiring priority, either at the Cégep Beauce-Appalaches or at the Centre d'études collégiales de Lac-Mégantic, until the expiry of this priority based on the terms stated in clause 5-4.17.

8. Whereas the status of the Centre d'études collégiales was officially recognized as of July 1, 2008;

   in accordance with point 6. of the letters of agreement 2000-2002 #12, 2000-2002 #21, 2005-2010 #05, as well as Appendix III - 9 of the 2005-2010 collective agreement, the parties recognize that the individuals whose name are indicated in point 8. of the letter of agreement #11, have assumed a position during the years specified herein.

APPENDIX III - 9

APPENDIX PERTAINING TO COLLÈGE DE L'ABITIBI-TÉMISCAMINGUE

01. The Ministère shall undertake to allocate annually to the Collège de l'Abitibi-Témiscamingue the amount provided for in Budgetary Appendix E103 "Financement des coûts de convention des enseignantes ou des enseignants" ["Funding of collective agreement costs pertaining to professors"] for the purposes of application of the local agreement on the organization of regular teaching in a context of regionalization. This undertaking stipulates that this amount shall be indexed annually by the Ministère according to the indexation rate of the other costs provided for in the effective Régime budgétaire et financier.

02. Following an agreement between the parties, this sum may be converted into full-time professors or its equivalent (FTE). To this end, the value of one (1) FTE shall equal fifty-five thousand five hundred dollars ($55 500). This sum shall be increased according to the same parameters and on the same dates as the increases made to the salary scales appearing in Appendix VI - 1.

03. For the purposes of applying the local agreement on the organization of regular teaching on a regional basis, an allocation of two point eighty-five (2.85) FTEs shall be granted to Collège de l'Abitibi-Témiscamingue for travel time purposes. This allocation shall be taken into account in the application of the first subparagraph of paragraph a) of clause 8-5.04.

APPENDIX III - 10

APPENDIX PERTAINING TO THE CENTRE LINGUISTIQUE DU COLLÈGE DE JONQUIÈRE

01. This appendix defines certain special working conditions for full-time professors hired for teaching duties at the Centre linguistique du Collège de Jonquière.

02. The collective agreement is modified as follows:

A) Article 5-8.00 is replaced by the following provision:

5-8.01
Professors shall be entitled to thirteen (13) days of paid statutory holidays. The choice of the thirteen (13) days of statutory holidays shall be set following agreement between the parties.

B) Clause 8-2.01 is replaced by the following provisions:

8-2.01
A full-time professor shall be entitled during each contract year to two (2) months of paid vacation, on condition that he/she has completed one (1) year of service on the following June 30.

However, a full-time professor who has not been available as provided for in the contract shall only be entitled to paid vacation in proportion to the number of days of his/her availability.

C) Clause 8-3.01 is modified by adding the following paragraph:

8-3.01
Between September 1 and August 30 of a teaching year, every full-time professor shall teach six hundred (600) hours and shall be available to the students for six hundred (600) hours, including the time set aside for meals with the students.

D) Articles 8-5.00 and 8-6.00 shall not apply.

E) Appendix I - 1 shall not apply.

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

F) Clause 8-2.05 is replaced by the following provisions:

8-2.05
The professor's vacation period shall be taken in accordance with the following criteria:

a) Professors shall be divided into two (2) groups for purposes of applying the provisions concerning vacation:

   i) a maximum of two (2) professors may take their two (2) months vacation between June 15 and September 1, with the exclusion of June 24 (Fête nationale);

   ii) the remaining professors may take one (1) month's vacation in July or in August and one (1) month in December, January or February;

b) On May 1, professors shall make their choice as to the date on which they intend to take their vacation. If necessary, the professor having the most seniority shall choose first, and so on. Once approved, vacation periods may not be changed, unless an agreement is reached between the College and the professor concerned.

APPENDIX III - 11

APPENDIX PERTAINING TO THE CENTRE D'ÉTUDES COLLÉGIALES DE MONT-TREMBLANT OF CÉGEP DE SAINT-JÉRÔME

01. As of the 2017-2018 contract year, for the Centre d'études collégiales de Mont-Tremblant, paragraph a) of clause 5-4.17 shall be modified by adding sub-paragraphs 14 and 15 and by numbering sub-paragraphs 14 and the following others, and consequently:

    14. a non tenured professor of the Centre d'études collégiales de Mont-Laurier who does not have seniority at the Centre d'études collégiales de Mont-Tremblant, subject to difficulties of a pedagogical nature, up to the end of the contract year following the end of his/her last contract in the subject of the teaching load, provided he/she applies in accordance with the terms and conditions provided for in the collective agreement;

    15. a non tenured professor of Cégep de Saint-Jérôme who does not have seniority at the Centre d'études collégiales de Mont-Tremblant, subject to difficulties of a pedagogical nature, up to the end of the contract year following the end of his/her last contract in the subject of the teaching load, provided he/she applies in accordance with the terms and conditions provided for in the collective agreement;

02. As of the 2017-2018 contract year, for the Centre d'études collégiales de Mont-Tremblant, paragraph b) of clause 5-4.17 shall be modified by adding sub-paragraphs 6 and 7 and by numbering sub-paragraphs 6 and the following others, and consequently:

    6. a non tenured professor of the Centre d'études collégiales de Mont-Laurier who does not have seniority at the Centre d'études collégiales de Mont-Tremblant, subject to difficulties of a pedagogical nature, up to the end of the contract year following the end of his/her last contract in the subject of the teaching load, provided he/she applies in accordance with the terms and conditions provided for in the collective agreement;

    7. a non tenured professor of Cégep de Saint-Jérôme who does not have seniority at the Centre d'études collégiales de Mont-Tremblant, subject to difficulties of a pedagogical nature, up to the end of the contract year following the end of his/her last contract in the subject of the teaching load, provided he/she applies in accordance with the terms and conditions provided for in the collective agreement;

03. As of the 2017-2018 contract year, for Cégep de Saint-Jérôme, paragraph a) of clause 5-4.17 shall be modified by adding sub-paragraph 14 and by numbering sub-paragraphs 14 and the following others, and consequently:

    14. a non tenured professor of the Centre d'études collégiales de Mont-Tremblant who does not have seniority at Cégep de Saint-Jérôme, subject to difficulties of a pedagogical nature, up to the end of the contract year following the end of his/her last contract in the subject of the position, provided he/she applies in accordance with the terms and conditions provided for in the collective agreement.

04. As of the 2017-2018 contract year, for Cégep de Saint-Jérôme, paragraph b) of 5-4.17 shall be modified by adding sub-paragraph 6 and by numbering sub-paragraphs 6 and the following others, and consequently:

    6. a non tenured professor of the Centre d'études collégiales de Mont-Tremblant who does not have seniority at Cégep de Saint-Jérôme, subject to difficulties of a pedagogical nature, up to the end of the contract year following the end of his/her last contract in the subject of the teaching load, provided he/she applies in accordance with the terms and conditions provided for in the collective agreement.

05. As of the 2017-2018 contract year, for the Centre d'études collégiales de Mont-Laurier, paragraph a) of 5-4.17 shall be modified by adding sub-paragraph 14 and by numbering sub-paragraphs 14 and the following others, and consequently:

    14. a non tenured professor of the Centre d'études collégiales de Mont-Tremblant who does not have seniority at the Centre d'études collégiales de Mont-Laurier, subject to difficulties of a pedagogical nature, up to the end of the contract year following the end of his/her last contract in the subject of the position, provided he/she applies in accordance with the terms and conditions provided for in the collective agreement.

06. As of the 2017-2018 contract year, for the Centre d'études collégiales de Mont-Laurier, paragraph b) of clause 5-4.17 shall be modified by adding sub-paragraph 6 and by numbering sub-paragraphs 6 and the following others, and consequently:

    6. a non tenured professor of the Centre d'études collégiales de Mont-Tremblant who does not have seniority at the Centre d'études collégiales de Mont-Laurier, subject to difficulties of a pedagogical nature, up to the end of the contract year following the end of his/her last contract in the subject of the teaching load, provided he/she applies in accordance with the terms and conditions provided for in the collective agreement.

07. Since the 2011-2012 contract year, for a given contract year, a professor of Cégep de Saint-Jérôme who is guaranteed a full-time teaching load may obtain a leave (CI_L) in order to occupy a part-time teaching load at the Centre d'études collégiales de Mont-Tremblant; in such a case, the CI_L shall correspond to the load taken on at the Centre d'études collégiales de Mont-Tremblant. However, before reaching a decision pertaining to the granting of the leave, the College shall call a meeting of the LRC.

08. As of the 2017-2018 contract year, for a given contract year, a professor of the Centre d'études collégiales de Mont-Tremblant who is guaranteed a full-time teaching load may obtain a leave (CI_L) in order to occupy a part-time teaching load at Cégep de Saint-Jérôme; in such a case, the CI_L shall correspond to the load taken on at Cégep de Saint-Jérôme. However, before reaching a decision pertaining to the granting of the leave, the College shall call a meeting of the LRC.

APPENDIX III - 12

APPENDIX PERTAINING TO THE CENTRE D'ÉTUDES COLLÉGIALES (CEC) IN LA TUQUE OF COLLÈGE SHAWINIGAN

1. The Collège Shawinigan and the CEC in La Tuque are considered as one and the same college, for the purposes of applying the provisions of the collective agreement.

2. The provisions of the financing procedure for teaching the regular program (Appendix E102 of the *Régime budgétaire et financier des cégeps* and clause 8-5.01 of the collective agreement) apply to all college teaching activities carried out by the CEC in La Tuque of Collège Shawinigan.

3. For the purposes of determining the number of positions in each subject (clause 8-5.09 of the collective agreement), the number of professors allocated to a subject for training given at the CEC in La Tuque is not considered. Any additional position that would result from taking into consideration the number of professors allocated to a subject for training given only at the CEC in La Tuque shall therefore be deemed to be a full-time teaching load.

4. The provisions in this appendix shall apply as of the 2010-2011 contract year.

5. In case of a change in the status of the CEC in La Tuque, including in the case where, during five years, the number of students would reach 150, the parties agree to rediscuss the provisions of this appendix.

APPENDIX III - 13

APPENDIX PERTAINING TO THE ÉCOLE DES PÊCHES ET DE L'AQUACULTURE DU QUÉBEC OF THE CÉGEP DE LA GASPÉSIE ET DES ÎLES

01. The teaching load of a professor employed by the École des pêches et de l'aquaculture du Québec (EPAQ) in subject *231 – Fisheries Technology* may consist:

- solely of college-level courses;
- solely of secondary-level courses;
- for one part, of college-level courses and, for the other part, of secondary-level courses.

02. A professor who gives courses at the École des pêches et de l'aquaculture du Québec (EPAQ) of the Cégep de la Gaspésie et des Îles shall be governed by the collective agreement with the exception of the salary scale provided for in Appendix VI-1 that shall be applied according to the following conditions:

a) During the same contract year, when the teaching load of a full-time or part-time professor is comprised solely of college-level courses, the salary scale shall be that provided for in Appendix VI-1.

b) During the same contract year, when the teaching load of a full-time or part-time professor consists of less than 25% of secondary-level courses, the applicable salary scale shall be that provided for in Appendix VI-1.

c) During the same contract year, when the teaching load of a full-time or part-time professor consists of twenty-five per cent (25%) or more of secondary-level courses, the salary scale shall be that provided for in Appendix VI-1, with the exception of the provisions pertaining to steps 18, 19 and 20.

03. The professors of the École des pêches et de l'aquaculture du Québec (EPAQ) shall accumulate seniority in accordance with the provisions of article 5-3.00, including all of the years of employment during which they gave secondary-level courses.

SECTION IV - GRIEVANCES AND ARBITRATION

APPENDIX IV - 1

GRIEVANCE FORM

Grievance N^{O} _____

FÉDÉRATION NATIONALE DES ENSEIGNANTES ET DES ENSEIGNANTS DU QUÉBEC (FNEEQ (CSN))

Name of union :	Date the grievance was filed:
Surname and given name of the professor filing the grievance	Name of the college:
Home address:	Address :
Tel. (home) : Tel. (college)	
Grievance submitted to the Director General or his/her representative (name):	Article(s) involved: Date of the fact giving rise to the grievance

Nature of the grievance : ☐ union ☐ group ☐ individual

Description of the grievance:

Corrective measures required :

Signature of the professor filing the grievance or of the Union delegate:

Copies : 1. College 2. Union 3. FNEEQ (CSN) 4. Professor

APPENDIX IV - 2

FORM FOR SUBMITTING A GRIEVANCE TO ARBITRATION (FNEEQ) (CSN)

NOTICE to the chief arbitration _____

☐ Notice is hereby given under article 9-2.00 of the collective agreement that grievance no _____ , submitted for the first time on _____
Is to submitted to arbitration.

College(s) concerned: _____
_____
_____

Union concerned: _____
_____
_____

Grievance: ☐ by the Union ☐ by a group ☐ individual

Description of grievance: _____

Corrective measures required : _____

Date : Signature : _____
Représentante ou représentant syndical

Copy to:
1. Records office of the arbitration boards for the education sector
2. College
3. FNEEQ (CSN)
4. Union representative

APPENDIX IV - 3

LETTER OF AGREEMENT PERTAINING TO PROVINCIAL ARBITRATION

01. The FNEEQ (CSN), the Fédération des cégeps and the Ministère may, by written agreement, have recourse to provincial arbitration for any item negotiated at the provincial level.

02. The FNEEQ (CSN), the Fédération des cégeps and the Ministère shall send the records office a joint notice to this effect.

03. The FNEEQ (CSN), the Fédération des cégeps and the Ministère shall select three (3) arbitrators from the list appearing in clause 9-2.07 and shall notify the records office, which shall add the arbitration to the roll in accordance with the provisions of the collective agreement.

04. The provisions of the collective agreement respecting regular arbitration shall apply to provincial arbitration, with the necessary adjustments.

05. The FNEEQ (CSN), the Fédération des cégeps and the Ministère shall notify the colleges and unions concerned of cases of provincial arbitration.

06. The colleges and unions involved shall be parties to the provincial arbitration, unless they waive such right in writing before the first arbitration hearing.

07. The decision of the arbitration board shall be the result of a majority vote. It shall be binding upon the colleges and unions that are party to the arbitration, as well as upon the professors concerned.

SECTION V - FRINGE BENEFITS AND RELATED MATTERS

APPENDIX V - 1

APPENDIX PERTAINING TO THE PROCEDURES FOR APPLYING THE GRADUAL RETIREMENT PROGRAM

Gradual Retirement Program

1.01
The gradual retirement program was created to enable full-time professors participating in one of the existing retirement plans (CSSP, RREGOP and TPP) to reduce his/her availability under clause 8-3.01, for a period ranging from one (1) to five (5) years, by a proportion not less than forty per cent (40%) and not more than eighty per cent (80%) of the availability provided by a full-time professor.

A professor whose employment ends automatically at the end of his/her contract in accordance with clause 5-1.02 shall not be entitled to this program.

1.02
A professor may only participate once in the gradual retirement program, even if it is cancelled before the expiry date of the period provided for in clause 1.04 of this appendix or if he/she is relocated to a new employer prior to the expiry date.

1.03
A professor who wishes to participate in the program shall submit a written request to the College at least sixty (60) days prior to the beginning of the gradual retirement, which must coincide with the beginning of a semester.

The granting of gradual retirement shall be subject to a prior agreement with the College.

1.04 Period covered and actual retirement
The program shall apply for a minimum of twelve (12) months and a maximum of sixty (60) months. However, it is possible to extend the agreement according to the terms and conditions set out in clause 1.07.

At the end of the agreement, the professor shall retire.

If, for circumstances beyond his/her control (e.g. strike, lock-out, corrections made to his/her service record), the professor is not eligible for retirement at the end of the program, the program shall be extended until the professor becomes eligible for retirement.

1.05 Availability and teaching load

The percentage of availability shall be agreed upon between the professor and the College in accordance with clause 1.01 of this appendix, and may vary during the course of the program. Moreover, the professor and the College may agree to modifications during the course of the program, on the condition that it remains within the range of a minimum of forty per cent (40%) and a maximum of eighty per cent (80%) of the availability provided by a full-time professor.

The teaching load that this professor must assume and agree upon is that of a full-time professor and it must be established by means of the CI formula. In such a case, the L of the CI_l shall be equal to the fraction representing the reduction in the professor's availability.

1.06 Rights and Advantages

– Salary

During the course of the program, the professor shall be remunerated in proportion to the percentage of availability provided for in clause 1.05 of this appendix in comparison to the salary paid a full-time professor.

– Seniority and experience

The professor shall continue to accumulate seniority and job experience as if he/she were not participating in the program.

– Bank of sick leave days

In accordance with clause 5-5.32, a professor who has accumulated a bank of cash-convertible sick leave days by virtue of prior collective agreements may substitute those days within the framework of the programme, in whole or in part, for his/her annual teaching load and availability required under clause 1.05 of this appendix, provided that the prior collective agreements so allow.

– Accumulation of service for the purposes of the pension plan

The professor shall be credited, for the purposes of eligibility for retirement, with the service to which he/she would have been entitled had he/she not participated in the program. The same shall apply in the calculation of his/her retirement benefit or other allowances in case of death.

– Contributions to the pension plan

While participating in the program, the professor shall make his/her contributions to the pension plan on the basis of his/her admissible progressive salary, as if he/she had not participated in the program.

– Health insurance plan and life insurance plan

Subject to the provisions of clause 5-5.15, the professor shall continue to participate in the health insurance plan by paying his/her portion of the premiums. The College shall continue to pay its contribution to the basic health insurance plan as if the professor were not participating in the program.

The basic life insurance plan shall be the one from which the professor benefited prior to the program.

– Disability

Should the professor become disabled while participating in the program, he/she shall be exempted from his/her contributing to the pension plan.

While disabled, the professor shall be entitled to his/her salary-insurance benefits on the basis of the salary established in accordance with the first (1st) paragraph of this clause, up to the effective date of retirement.

– Placement on availability

If the professor is placed on availability, he/she shall continue to benefit from the gradual retirement program. As long as he/she is not relocated to an available position, the professor shall receive the salary to which he/she is entitled under the first (1st) paragraph of this clause.

The professor's contributions to the pension plan shall be those defined by law for persons placed on availability.

1.07 Extension of agreement

Starting from the date of presentation of a bill to the National Assembly to implement the modifications provided for in the letter of intent of Appendix V-11, or at the latest on June 30, 2024, the following provisions apply.

A professor may agree with the College, in writing and more than six months before the end date of the gradual retirement agreement, to extend said agreement. Any extension must be for at least twelve (12) months and for a maximum of sixty (60) months.

It is possible for a professor to extend the agreement more than once, but he/she must agree to do so with the College in writing each time and more than 6 months before the end of the extension.

Despite any extension, the total duration of the agreement shall not exceed seven (7) years.

In the case of a gradual retirement agreement of which the expiry is planned for the date of coming into force of this modification and in the nine (9) months following this date, there will be no deadline to observe for the professor to come to an agreement with the College to extend this agreement.

1.08 Termination of the agreement

In the event of the professor's retirement, resignation, discharge or death, the program shall be terminated at the time the event occurs.

Similarly, the program shall be terminated on the date that the professor placed on availability is relocated. However, the program may be transferred to his/her new employer under the same terms and conditions, with the latter's consent.

In these cases, the service credited for purposes of retirement during the program shall be maintained; if applicable, contributions to the pension plan that have not been paid, along with interest, shall remain credited to the professor. The same shall apply when the professor and the College jointly agree to end the program or when the professor ceases to participate in the program more than one (1) year after the date set for starting the program; in which case, the date set for the end of the professor's participation in the program shall coincide with the end of a semester.

1.09

Except for the provisions of this agreement, a professor participating in the gradual retirement program shall be covered by the provisions of the collective agreement applicable to part-time professors.

APPENDIX V - 2

CALCULATION OF HOURS OF WORK CREDITED FOR THE PURPOSES OF ELIGIBILITY FOR EMPLOYMENT INSURANCE

In applying section 10 (2) of the Employment Insurance Regulations, the provincial parties agree to the following:

1. For the exclusive purposes of eligibility for employment insurance, a full-time professor, for any one (1) year, shall be said to work thirty-seven (37) hours per week.

2. For the exclusive purposes of eligibility for employment insurance, a part-time professor shall be said to work the number of hours obtained by applying paragraph 1 in proportion to his/her FTE.

   However, for any given professor, should the result of applying the preceding paragraph be less than the result of applying paragraph 3, paragraph 3 shall apply.

3. For the exclusive purposes of eligibility for employment insurance, an hourly paid professor shall be said to work three point six (3.6) hours per each course hour remunerated.

4. The College shall issue the record of employment in accordance with this agreement.

APPENDIX V - 3

APPENDIX PERTAINING TO THE USE OF A WORK OF WHICH A PROFESSOR IS THE AUTHOR OR ONE OF THE CO-AUTHORS

For the purposes of applying clause 8-1.03, the College agrees to abide by the following provisions:

01. Author:
A person who creates a work.

02. Work:
Comprises all original productions, whether literary, dramatic, musical, artistic, cinematographic, photographic, choreographic, electronic or audiovisual, including all original productions in the literary, scientific and artistic domains, regardless of the style or form of expression used, such as books, brochures and other written texts, conferences, dramatico-musical or choreographic works, musical compositions or works with or without lyrics, illustrations, sketches and visual art relating to geography, architecture, designing, or the sciences.

03. Copyright:
Ownership of a work including, for the author, exclusive reproduction rights, in any form, of a work of which he/she is the creator, in whole or in large part, the publishing rights, the right to public presentation, of granting or allowing any of the aforementioned acts along with the related accessory rights, as defined in the federal Copyright Act.

04. Royalties:
Monetary or other form of compensation paid for the author's permission to make use of his/her work, in whole or in large part.

05. Ownership:
The College acknowledges that the author shall own the copyright on his/her work and that royalties obtained from the use of said work shall be his/hers, except where allowances are to be made for the College's contribution.

06. College's contribution:
When the College contributes to the production or development of a work, an agreement shall be reached and signed between the professor concerned and the College, defining the rights and obligations of each party with regard to copyright and to the royalties resulting from the use and development of said work.

07. Productions excluded:
In no case whatsoever shall the provisions of this appendix allow a professor to claim royalties for the use of a work produced under the terms of clause 8-4.01 a), such as course outlines, notes or course workbooks, notebooks used in fieldwork, shop work

or lab work, examination papers, including electronic and audiovisual works, created for students' use.

APPENDIX V - 4

APPENDIX PERTAINING TO THE DEVELOPMENT FUND FOR COOPERATION AND EMPLOYMENT (FONDACTION)

01. The Fondaction trustee shall provide the College with the professor's form authorizing salary deductions.

02. No later than thirty (30) days after receiving the form, the College shall deduct from the professor's pay the amount authorized as contributions to Fondaction.

    The College shall proceed, when so equipped, with the adjustment at source of income tax deductions, as allowed by fiscal regulations. However, the College shall not be held responsible if the total exemption to which the professor is entitled according to fiscal regulations has not been respected.

03. No later than thirty (30) days after receiving written notice to that effect, the College shall cease to deduct the professor's contribution to Fondaction from his/her pay or, at the professor's request, increase or decrease his/her contribution.

04. No later than the fifteenth (15^{th}) day of the month following the one in which the deductions were made, the College shall forward to Fondaction or its trustee all contributions made by the professors, as well as a list of the names, social insurance numbers and amounts deducted for each professor.

05. The College shall not be charged with any damages for errors or omission pertaining to amounts deducted from a professor's salary under the terms of this appendix.

    However, the College agrees to make the necessary corrections without delay, as soon as it is informed of the error or omission in the amounts deducted.

APPENDIX V - 5

LIST OF ORGANIZATIONS WHERE THE WORKING CONDITIONS OR STANDARDS OF REMUNERATION AND SALARY SCHEDULES OF ITS EMPLOYEES ARE DETERMINED OR APPROVED IN ACCORDANCE WITH CONDITIONS DEFINED BY THE GOVERNMENT

Agence du revenu du Québec
Autorité des marchés financiers
Autorité des marchés publics
Bibliothèque et Archives nationales du Québec
Bureau des enquêtes indépendantes
Centre de la francophonie des Amériques
Les centres régionaux d'aide juridique
Commissaire à la lutte contre la corruption
Commission de la capitale nationale du Québec
Commission de la construction du Québec
La Commission des droits de la personne et des droits de la jeunesse
Commission des services juridiques
Conseil des arts et des lettres du Québec
Conservatoire de musique et d'art dramatique du Québec
Corporation d'urgences-santé de la région de Montréal Métropolitain
École nationale de police du Québec
École nationale des pompiers du Québec
Financement-Québec
Fondation de la faune du Québec
Fonds de recherche du Québec – Nature et technologies
Fonds de recherche du Québec – Santé
Fonds de recherche du Québec–Société et culture
Héma-Québec
Hydro-Québec
Institut de technologie agroalimentaire du Québec
Institut de tourisme et d'hôtellerie du Québec
Institut national d'excellence en santé et en services sociaux
Institut national de santé publique du Québec
Institut national des mines
Musée d'art contemporain de Montréal
Musée de la civilisation
Musée national des beaux-arts du Québec
Office de la Sécurité économique des chasseurs cris
Office Québec-Monde pour la jeunesse
La Société de développement et de mise en valeur du Parc olympique
Le Protecteur du citoyen

Régie de l'énergie
Société de développement de la Baie James
Société de développement des entreprises culturelles
Société de financement des infrastructures locales du Québec
Société de la Place des Arts de Montréal
Société de télédiffusion du Québec
Société des alcools du Québec
Société des établissements de plein air du Québec
Société des loteries du Québec
Société des traversiers du Québec
Société du Centre des congrès de Québec
Société du Grand théâtre de Québec
Société du Palais des congrès de Montréal
Société du parc industriel et portuaire de Bécancour
Société du Plan Nord
Société portuaire du Bas-Saint-Laurent et de la Gaspésie inc.
Société québécoise d'information juridique
Société québécoise de récupération et de recyclage
Société québécoise des infrastructures
Société québécoise du cannabis
Sûreté du Québec

APPENDIX V - 6

APPENDIX PERTAINING TO PARENTAL RIGHTS

For the purposes of this appendix, the expression "the parties" shall refer to the Government and the CSN.

ADDENDUM

Should any amendments be made to the Québec parental insurance plan (QPIP), the Employment Insurance Act or the Act respecting labour standards with respect to parental rights, it is agreed that the parties shall meet to discuss the possible implications of these amendments on the current parental rights plan.

APPENDIX V - 7

LETTER OF AGREEMENT PERTAINING TO FAMILY RESPONSIBILITIES

The CSN union party, on the one part, and the Gouvernement du Québec represented by the Treasury Board, on the other part, hereby acknowledge the interdependent relationship that exists between family and work. In that sense, the parties agree to take work-family balance into account in the organization of work at the College.

To this effect, the parties to this agreement encourage the sectorial, regional or local parties, as the case may be, to foster a better balance between parental and family responsibilities and occupational responsibilities in establishing working conditions and their application.

APPENDIX V - 8

APPENDIX PERTAINING TO BÂTIRENTE

01. The Bâtirente trustee shall provide the College with the professor's form authorizing salary deductions.

02. No later than thirty (30) days after receiving the form, the College shall deduct from the professor's pay the amount authorized as contributions to Bâtirente.

    The College shall proceed, when so equipped, with the adjustment at source of income tax deductions, as allowed by fiscal regulations. However, the College shall not be held responsible if the total exemption to which the professor is entitled according to fiscal regulations has not been respected.

03. No later than thirty (30) days after receiving written notice to that effect, the College shall cease to deduct the professor's contribution to Bâtirente from his/her pay or, at the professor's request, increase or decrease his/her contribution.

04. No later than the fifteenth (15^{th}) day of the month following the one in which the deductions were made, the College shall forward to Bâtirente or its trustee all contributions made by the professors, as well as a list of the names, social insurance numbers and amounts deducted for each professor.

05. The College shall not be charged with any damages for errors or omission pertaining to amounts deducted from a professor's salary under the terms of this appendix.

    However, the College agrees to make the necessary corrections without delay, as soon as it is informed of the error or omission in the amounts deducted.

APPENDIX V - 9

À LETTER OF AGREEMENT CONCERNING THE CREATION OF A WORKING COMMITTEE ON THE FINANCING OF THE PARTICIPANTS' FUND OF THE GOVERNEMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP)

Within 90 days following the date of entry into force of the collective agreements, the parties agree to form a working committee, under the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du trésor, concerning the financing of the participants' fund of the RREGOP.

Mandates of the committee

The working committee's mandates shall be to:

1) Review and compare the financing methods regarding the risks related to the maturity of the RREGOP, in particular the enhanced differentiation method and the integration of a dynamic margin for adverse deviations;

2) Assess the relevance of modifying the financing method of the RREGOP while taking into account the analyses made;

3) Undertake a global review of the financing policy of the participants' fund of the RREGOP and suggest modifications to same if applicable, in view of its update.

If the representatives of the working committee agree on joint recommendations, they shall present a report to the negotiating parties.

The negotiating parties shall agree to reassess the relevance of maintaining the working committee at the time of renewal of the collective agreements.

Composition and functioning of the committee

The working committee shall consist of a maximum of 6 representatives from the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du trésor and of one representative from each of the following union organizations: the Confédération des syndicats nationaux (CSN), the Centrale des syndicats du Québec (CSQ), the Fédération des travailleuses et travailleurs du Québec (FTQ), the Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS), the Fédération interprofessionnelle du Québec (FIQ), the Fédération autonome de l'enseignement (FAE), the Syndicat de professionnelles et professionnels du Gouvernement du Québec (SPGQ) and the Syndicat de la fonction publique et parapublique du Québec (SFPQ).

Each organization can enlist the services of an expert advisor if needed.

The members of the committee can use the services of representatives from Retraite Québec to receive support in their work.

APPENDIX V - 10

LETTER OF AGREEMENT CONCERNING THE CREATION OF A WORKING COMMITTEE ON PARENTAL RIGHTS

Within 30 days following the date of coming into force of the collective agreement, the parties shall agree to create a working committee under the Bureau de la négociation gouvernementale of the Secrétariat du Conseil du Trésor, concerning parental rights.

Mandates of the committee

The working committee's mandates shall be to:

1) Analyze the components related to the parental rights provided for in the collective agreement in order to:

   a. Ensure that the terms used are written in an inclusive manner and are consistent with those used in legislative texts;

   b. Ensure that the provisions are consistent with the legal and regulatory framework regarding surrogacy.

2) Identify the modifications to be made to the master document on parental rights.

At the end of the work, the working committee shall submit its suggestions for modification to the document on parental rights to the negotiating parties. Subject to the acceptance of the modification suggestions by all unions[1], the negotiating parties shall agree on letters of agreement in order to amend the collective agreements' provisions on parental rights.

Composition of the committee

The working committee shall consist of a maximum of four (4) representatives from the employer party and one representative from each of the following union organizations: the Confédération des syndicats nationaux (CSN), the Centrale des syndicats du Québec (CSQ), the Fédération des travailleuses et travailleurs du Québec (FTQ) and the Alliance du personnel professionnel et technique de la santé et des services sociaux (APTS).

[1] In addition to the organizations referred to in this letter of agreement, the acceptance of the following organizations is required: the Fédération interprofessionnelle du Québec (FIQ), the Fédération autonome de l'enseignement (FAE), the Syndicat de professionnelles et professionnels du Gouvernement du Québec (SPGQ) and the Syndicat de la fonction publique et parapublique du Québec (SFPQ).

APPENDIX V - 11

LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP) FOR THE EMPLOYEES CONCERNED BY THIS PLAN BY VIRTUE OF THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN ACT (RREGOP)

1. Legislative and Regulatory Amendments

The Government shall adopt the necessary draft regulations and propose to the National Assembly the adoption of the legislative provisions to make the amendments set out in articles 2 and 3 to the Government and Public Employees Retirement Plan (RREGOP).

2. Gradual Retirement

The initial duration of an agreement for gradual retirement is maintained for a period of at least one year and a maximum of 5 years. However, starting from the date of presentation of the bill to the National Assembly to implement this modification, or, at the latest on June 30, 2024, an employee who is part of such an agreement may agree with their employer, in writing and more than 6 months before the end date of the agreement, to extend said agreement. It is possible to extend the agreement more than once, but the employee and the employer must agree to do so in writing each time and more than 6 months before the end of the extension. Any extension of the agreement must be for at least one year and a maximum of 5 years.

The duration of the extended agreement can exceed 5 years, but despite any extension, the total duration of the agreement cannot exceed 7 years.

In the case where of an agreement for gradual retirement for which the expiry is planned for the date of coming into force of this modification and in the nine (9) months following this date, there is no deadline that the employee must abide by to come to an agreement with their employer to extend the agreement.

3. Maximum Age to Participate in the Pension Plan

As of January 1, 2025, the maximum age to participate in the plan is increased to correspond by December 30 of the current year during which the participant reaches the age of 71 years old.

The modification described in article 3 of this letter of intent also applies to the Pension Plan for Some Teachers (Régime de retraite de certains enseignants / RRCE) with the necessary adjustments.

SECTION VI - SALARIES AND PREMIUMS

APPENDIX VI - 1
SALARY SCALES

TABLE A
FULL-TIME OR PART-TIME PROFESSORS
(ANNUAL RATES)

Step[1]	Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
1	49,319	54,661	56,082	57,484	59,496
2	52,614	56,396	57,862	59,309	61,385
3	56,131	58,201	59,714	61,207	63,349
4	57,375	60,063	61,625	63,166	65,377
5	58,646	61,985	63,597	65,187	67,469
6	59,943	63,969	65,632	67,273	69,628
7	61,272	67,107	68,852	70,573	73,043
8	63,879	69,219	71,019	72,794	75,342
9	66,592	71,400	73,256	75,087	77,715
10	69,423	74,195	76,124	78,027	80,758
11	72,843	76,836	78,834	80,805	83,633
12	76,479	79,862	81,938	83,986	86,926
13	80,290	82,538	84,684	86,801	89,839
14	84,293	86,653	88,906	91,129	94,319
15	88,489	90,967	93,332	95,665	99,013
16	92,906	95,507	97,990	100,440	103,955
17	97,543	100,282	102,894	105,469	109,158
18[2] [3]	99,133	101,917	104,571	107,188	110,937
19[3]	100,749	103,578	106,276	108,935	112,745
20[3]	102,391	105,266	108,008	110,711	114,583

[1] Professors shall be assigned the step corresponding to their experience, increased by:
2 steps for professors whose schooling is evaluated at 17 years;
4 steps for professors whose schooling is evaluated at 18 years;
6 steps for professors whose schooling is evaluated at 19 years;
8 steps for professors whose schooling is evaluated at 19 or more years and who have a doctorate.

[2] Step 18 is accessible to professors who have a master's degree in the discipline taught or in a discipline relevant to and useful for teaching the discipline specified in their contract.

[3] Steps 18, 19 and 20 are accessible to professors who have 19 or more years of schooling and a doctorate.

Step[1]	Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-30 ($)	Rate 2026-03-31 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
1	49,319	54,661	56,082	56,144	57,548	59,562
2	52,614	56,396	57,862	57,926	59,374	61,452
3	56,131	58,201	59,714	59,780	61,275	63,420
4	57,375	60,063	61,625	61,693	63,235	65,448
5	58,646	61,985	63,597	63,667	65,259	67,543
6	59,943	63,969	65,632	65,704	67,347	69,704
7	61,272	67,107	68,852	68,928	70,651	73,124
8	63,879	69,219	71,019	71,097	72,874	75,425
9	66,592	71,400	73,256	73,337	75,170	77,801
10	69,423	74,195	76,124	76,208	78,113	80,847
11	72,843	76,836	78,834	78,921	80,894	83,725
12	76,479	79,862	81,938	82,028	84,079	87,022
13	80,290	82,538	84,684	84,777	86,896	89,937
14	84,293	86,653	88,906	89,004	91,229	94,422
15	88,489	90,967	93,332	93,435	95,771	99,123
16	92,906	95,507	97,990	98,098	100,550	104,069
17	97,543	100,282	102,894	103,003	105,578	109,268
18[2-3]	99,133	101,917	104,571	104,682	107,299	111,049
19[3]	100,749	103,578	106,276	106,388	109,048	112,859
20[3]	102,391	105,266	108,008	108,122	110,825	114,699

1 Professors shall be assigned the step corresponding to their experience, increased by:
2 steps for professors whose schooling is evaluated at 17 years;
4 steps for professors whose schooling is evaluated at 18 years;
6 steps for professors whose schooling is evaluated at 19 years;
8 steps for professors whose schooling is evaluated at 19 or more years and who have a doctorate.

2 Step 18 is accessible to professors who have a master's degree in the discipline taught or in a discipline relevant to and useful for teaching the discipline specified in their contract.

3 Steps 18, 19 and 20 are accessible to professors who have 19 or more years of schooling and a doctorate.

APPENDIX VI - 1 (continued)
SALARY SCALES

TABLE B

HOURLY RATES AND SALARY SCALES FOR HOURLY PAID PROFESSORS

Years of schooling	Step	Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
19 years or more	1	115.11	118.33	121.41	124.45	128.81
	2	117.53	120.82	123.96	127.06	131.51
	3	120.01	123.37	126.58	129.74	134.28
	4	122.55	125.98	129.26	132.49	137.13
	5	125.13	128.63	131.97	135.27	140.00
	6	127.76	131.34	134.75	138.12	142.95
17 and 18 years	1	100.94	106.64	109.41	112.15	116.08
	2	103.57	109.42	112.26	115.07	119.10
	3	106.28	112.28	115.20	118.08	122.21
	4	109.05	115.21	118.21	121.17	125.41
	5	111.89	118.21	121.28	124.31	128.66
	6	114.82	121.31	124.46	127.57	132.03
16 years or less moins	1	86.85	94.11	96.56	98.97	102.43
	2	89.42	96.90	99.42	101.91	105.48
	3	92.07	99.77	102.36	104.92	108.59
	4	94.81	102.74	105.41	108.05	111.83
	5	97.62	105.78	108.53	111.24	115.13
	6	100.52	108.92	111.75	114.54	118.55

The term "year" corresponds to a year of schooling in accordance with the collective agreement.

Years of schooling	Step	Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-30 ($)	Rate 2026-03-31 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
19 years or more	1	115.11	118.33	121.41	121.54	124.58	128.94
	2	117.53	120.82	123.96	124.10	127.20	131.65
	3	120.01	123.37	126.58	126.72	129.89	134.44
	4	122.55	125.98	129.26	129.40	132.64	137.28
	5	125.13	128.63	131.97	132.12	135.42	140.16
	6	127.76	131.34	134.75	134.90	138.27	143.11
17 and 18 years	1	100.94	106.64	109.41	109.53	112.27	116.20
	2	103.57	109.42	112.26	112.38	115.19	119.22
	3	106.28	112.28	115.20	115.33	118.21	122.35
	4	109.05	115.21	118.21	118.34	121.30	125.55
	5	111.89	118.21	121.28	121.41	124.45	128.81
	6	114.82	121.31	124.46	124.60	127.72	132.19
16 years or less	1	86.85	94.11	96.56	96.67	99.09	102.56
	2	89.42	96.90	99.42	99.53	102.02	105.59
	3	92.07	99.77	102.36	102.47	105.03	108.71
	4	94.81	102.74	105.41	105.53	108.17	111.96
	5	97.62	105.78	108.53	108.65	111.37	115.27
	6	100.52	108.92	111.75	111.87	114.67	118.68

NOTES:

As of March 31, 2026, the Consumer Price Index (CPI) adjustment clause is applied.

The term "year" corresponds to a year of schooling in accordance with the collective agreement.

TABLE C

HOURLY RATES OF PROFESSORS FOR OTHER ACTIVITIES PROVIDED FOR IN CLAUSE 6-1.04

~~Step~~	~~Rate 2023-04-01 to 2024-03-31 ($)~~	~~Rate 2024-04-01 to 2025-03-31 ($)~~	~~Rate 2025-04-01 to 2026-03-31 ($)~~	~~Rate 2026-04-01 to 2027-03-31 ($)~~	~~Rate as of 2027-04-01 ($)~~
~~1~~	~~53,20~~	~~58,96~~	~~60,49~~	~~62,01~~	~~64,18~~

Step	Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-30 ($)	Rate 2026-03-31 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
1	53.20	58.96	60.49	60.56	62.08	64.25

NOTE:

As of March 31, 2026, the Consumer Price Index (CPI) adjustment clause is applied.

The hourly rate includes remuneration owed as vacation time and statutory holidays.

APPENDIX VI - 2

REGIONAL DISPARITIES

SECTION 1.00 - DEFINITIONS

The following expressions shall mean:

1.01 Dependent

The spouse and dependent child as defined in clauses 1-2.06 and 1-2.09 of the collective agreement and any other dependent as defined in the Taxation Act provided that the latter resides with the professor. Furthermore, for the employee working in the locality of Fermont, shall be considered a dependent child, the child of twenty-five (25) years of age or under who, outside his/her parents' locality of assignment, is pursuing post-secondary studies in a recognized educational institution. However, for the purposes of this appendix, income earned from a job held by the professor's spouse shall not nullify the latter's status as a dependent.

The fact that a child attends a public secondary school located elsewhere than in the professor's place of residence shall not nullify his/her status as a dependent if no public secondary school is accessible where the professor lives.

Also, the fact that a child attends a preschool or elementary school recognized to be of public interest located elsewhere than in the professor's place of residence shall not nullify his/her status as a dependant if no preschool or elementary school, as the case may be, is accessible in the child's language of instruction (French or English) where the professor lives.

1.02 Point of departure

Domicile in the legal sense of the word upon hiring insofar as it is located in Québec. Said point of departure may be modified by an agreement between the College and the professor, subject to it being located in Québec.

1.03 Sectors[1]

Sector I:

- Chibougamau, Chapais, Matagami, Joutel, Lebel-sur-Quévillon, Témiscamingue and Ville-Marie.

Sector II:

- The municipality of Fermont;
- Côte-Nord territory, from east of Rivière Moisie to Hâvre St-Pierre;
- Îles-de-la-Madeleine.

Sector III:

- Territory north of the fifty-first (51st) parallel including Mistissini, Chisasibi, Radisson, Schefferville, Kawawachikamach and Waswanipi, excluding Fermont and those localities included in Sectors IV and V;
- Parent, Sanmaur, Clova and Oujé-Bougoumou;
- Côte-Nord territory, from east of Hâvre St-Pierre, to the Labrador border, including Île d'Anticosti.

Sector IV:

- Wemindji, Eastmain, Waskaganish, Nemiscau, Inukjuak, Puvirnituq, Kuujjuaq, Kuujjuarapik, Whapmagoostui, Schefferville and Kawawachikamach.

Sector V:

- Tasiujaq, Ivujivik, Kangiqsualujjuaq, Aupaluk, Quaqtaq, Akulivik, Kangiqsujuaq, Kangirsuk, Salluit, Taqpangajuk and Umiujaq.

[1] During this collective agreement, should a College become covered by any of the sectors listed in the regional disparity premiums provided for the public and parapublic sectors, whether or not it is mentioned in this clause, the provincial parties shall meet for the purpose of including said sector or locality in the appendix, along with any relevant provisions.

SECTION 2.00 - LEVELS OF PREMIUMS

2.01
A professor teaching in one of the sectors mentioned in clause 1.03 shall receive an annual isolation and remoteness premium of:

	Sector	With dependents	Without dependents
From April 1, 2023, to March 31, 2024	I	$9,813	$6,860
	II	$12,137	$8,089
	III	$15,267	$9,544
	IV	$20,412	$11,265
	V	$23,426	$13,288
From April 1, 2024, to March 31, 2025	I	$10,088	$7,052
	II	$12,477	$8,315
	III	$15,694	$9,811
	IV	$20,412	$11,580
	V	$24,082	$13,660
From April 1, 2025, to March 31, 2026	I	$10,350	$7,235
	II	$12,801	$8,531
	III	$16,102	$10,066
	IV	$20,943	$11,881
	V	$24,708	$14,015
From April 1, 2026, to March 31, 2027	I	$10,609	$7,416
	II	$13,121	$8,744
	III	$16,505	$10,318
	IV	21 467 $	12 178 $
	V	25 326 $	14 365 $
Rate as of April 1, 2027	I	$10,980	$7,676
	II	$13,580	$9,050
	III	$17,083	$10,679
	IV	$22,218	$12,604
	V	$26,212	$14,868

2.02
The amount of the isolation and remoteness premium for the sectors defined in clause 1.03 to which part-time professors and hourly paid professors shall be entitled shall be in proportion to their full-time equivalence as defined in clause 8-5.12 of the collective agreement.

2.03
The amount of the isolation and remoteness premium shall be adjusted in proportion to the individual workload within the College's territory included in one of the sectors described in clause 1.03 in relation to the professor's full individual workload at the time of his/her hiring.

2.04
If both members of a couple work for the same college or if they work for two (2) different employers in the public and parapublic sectors, only one (1) of the two (2) may avail himself/herself of the premium applicable to the professor with dependents, if he/she has one or more dependents other than his/her spouse. If they have no dependents other than his/her spouse, each shall be entitled to the premium appearing in the "without dependents" scale, notwithstanding the definition of the term "dependent" found in clause 1.01.

2.05
Subject to clause 2.03, the College shall cease to pay the isolation and remoteness premium provided for in this section if the professor and his/her dependents deliberately leave the territory during a leave or paid leave of absence for more than thirty (30) days, except if it involves annual vacation, a statutory holiday, sick leave, maternity leave, leave for adoption or leave due to an industrial accident or occupational disease.

A professor benefiting from the leave with deferred or anticipated salary plan provided for in article 5-12.00 of the collective agreement may, at his/her request, benefit from deferred salaryments of his/her isolation and remoteness premium under the same conditions as that agreed upon in the case of his/her salary.

SECTION 3.00 - OTHER BENEFITS

3.01
The College shall assume the following expenses incurred by a professor recruited in Québec from more than fifty (50) kilometres from the locality where he/she is required to perform his/her duties, provided that it is located in one of the sectors described in clause 1.03:

a) the transportation expenses of the transferred professor and his/her dependents;

b) the cost of transporting his/her personal belongings and those of his/her dependents up to a maximum of:

- two hundred twenty-eight (228) kilograms for each adult or each child twelve (12) years old and over;

- one hundred thirty-seven (137) kilograms for each child under twelve (12) years old;

c) the cost of transporting his/her furniture, if need be;

d) the cost of transporting his/her vehicle, if need be, by truck, boat or train;

e) the cost of storing his/her furniture along with his/her personal belongings, if need be.

These expenses shall be borne by the College from the point of departure to the place of assignment or shall be reimbursed upon presentation of supporting vouchers.

If a professor is recruited from outside Québec, these expenses shall be assumed by the College without exceeding the equivalent travelling expenses between Montréal and the locality where the professor is called upon to perform his/her duties.

3.02
The expenses provided for in clause 3.01 shall be reimbursed in the case of the professor's departure. Moreover, the weight of two hundred twenty-eight (228) kilograms provided for in paragraph b) of clause 3.01 shall be increased by forty-five (45) kilograms per year of service in the territory in the College's employ. This provision shall cover the professor only.

However, the professor shall not be entitled to be reimbursed for these expenses if he/she is in breach of contract to go work for another employer before the forty-fifth (45^{th}) day of his/her stay in the territory.

3.03
If a professor eligible for the provisions of paragraph b), c) or d) of clause 3.01 decides not to avail himself/herself of some or of all of them immediately, he/she shall remain eligible

for the said provisions for two (2) years following the date on which his/her assignment began.

3.04
These expenses shall be payable provided that the professor is not reimbursed for these expenses by another plan, such as the federal labour mobility plan and solely in the following cases:

a) the professor's first (1st) contract and the rehiring by the College of a non-tenured professor;

b) the nonrenewal of the contract by the College: from the place of assignment to the point of departure;

c) a subsequent assignment at the request of the College or the professor;

d) breach of contract, resignation or death of the professor. The reimbursement shall be prorated according to the individual workload actually provided, in proportion to the individual workload for which the professor was hired, except in the event of death;

e) when a professor obtains leave for professional development: in this case, the expenses contemplated in clause 3.01 shall also be payable to a professor whose point of departure is located fifty (50) kilometres or less from the locality where he/she performs his/her duties.

3.05
If both spouses, within the meaning of clause 1-2.06, work for the same college, only one (1) may avail himself/herself of the benefits granted under this section.

If one (1) spouse has already received equivalent benefits from another employer or any other source, the College shall not be required to offer reimbursement.

SECTION 4.00 - OUTINGS

4.01
The College shall reimburse a professor recruited from more than fifty (50) kilometres from the locality where he/she performs his/her duties for the expenses inherent in the following outings and incurred for himself/herself and his/her dependents:

- for localities situated in Îles-de-la-Madeleine: one (1) outing per year, for the professor and his/her dependents.

The initial place of recruitment shall not be modified due to the fact that the professor is not rehired, is subsequently rehired or chose to stay there during the period of unemployment.

These expenses shall be reimbursed upon presentation of supporting vouchers for the professor and his/her dependents up to, for each, the equivalent of the price of a return flight (regular flight or chartered flight, if authorized by the College) from the locality of assignment up to the point of departure situated in Québec or up to Montréal.

4.02
In the case of a professor recruited from outside Québec, these expenses shall not exceed the lesser of the following two (2) amounts:

- the equivalent of the price of a return flight (regular flight) from the locality of assignment to the domicile, at the moment of his/her hiring;

- the equivalent of the price of a return flight (regular flight) from the locality of assignment up to Montréal.

4.03
The fact that the professor's spouse works for the public or parapublic sector shall not grant the professor a number of outings paid by the College greater than that provided for in this appendix.

4.04
In the cases provided for in clause 4.01 or 4.06, an outing may be used by the spouse not residing in the territory, by a relative not residing in the territory or by a friend, to visit a professor who lives in one of the localities mentioned in clause 1.03. The provisions of this section concerning reimbursement shall apply in these cases.

4.05
The College and the Union may reach an agreement on the distribution and other arrangements concerning the outings provided for in clause 4.01, including arrangements in cases of transportation delays beyond the professor's control.

4.06
A professor who is originally from a locality situated more than fifty (50) kilometres from his/her place of assignment, who was recruited locally and who benefits from outings because he/she resides with a person working in the public sector, shall continue to benefit from these outings, as provided for in this section, even though he/she loses his/her spousal status under the terms of the provisions of clause 1-2.06.

4.07
It is not necessary that outings be taken simultaneously by persons having a right to do so. However, such a situation shall not grant to a professor or to his/her dependents a number of paid outings greater than that provided for in this section.

4.08
Subject to an agreement with the College concerning recovery, a professor referred to in clause 4.01 may anticipate at the most one (1) outing in the event of the death of a close relative living outside the locality where he/she works. However, this anticipated outing may not result in the professor or his/her dependents taking a number of outings which is in excess of the number to which they are entitled.

Within the meaning of this clause, a close relative shall be defined as follows: spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, son-in-law or daughter-in-law.

SECTION 5.00 - REIMBURSEMENT OF TRANSIT EXPENSES

5.01
The College shall reimburse the professor, upon presentation of supporting vouchers, for the expenses incurred in transit (meals, taxis and hotels, if applicable) for himself/herself and for his/her dependents when he/she is hired and on any authorized trip provided for in Section 4.00, provided that these expenses are not assumed by a carrier.

SECTION 6.00 - DEATH

6.01
In the event of the death of the professor or of one of his/her dependents, the College shall pay for the repatriation of the mortal remains. Moreover, in the event of the professor's death, the College shall reimburse the dependents for the expenses arising from a return trip from the place of assignment to the burial place located in Québec.

SECTION 7.00 - TRANSPORTATION OF FOOD

7.01
A professor who is unable to purchase food in Sectors IV and V and in Chisasibi, Mistissini, Oujé-Bougoumou, Radisson and Waswanipi, because there is no grocery store in the locality, shall benefit from payment of transportation costs for food, up to the following maximums:

- seven hundred twenty-seven (727) kilograms per year per adult and per child aged twelve (12) or older;

- three hundred sixty-four (364) kilograms per year per child under the age of twelve (12).

This benefit shall be awarded in one (1) of the following ways:

- The College shall itself take charge of the transportation from the most accessible source or the least expensive source in terms of transportation costs and directly assume all costs;

- It shall pay the professor an allowance equivalent to the cost of implementing the first way.

As of 2000, a professor benefiting from the transportation of food shall be entitled, annually and on each March 1, an additional benefit equal to sixty-six per cent (66%) of the expenses incurred in the transportation of food the previous calendar year.

SECTION 8.00 - VEHICLE AVAILABLE TO THE PROFESSOR

8.01
In all the localities in which private vehicles are prohibited, the availability of vehicles for professors may be the subject of an agreement between the College and the Union.

SECTION 9.00 - ACCOMMODATIONS

9.01
The obligations and practices related to the provision by the College of accommodations for the professor at the time of hiring shall be maintained only where they existed previously.

The rents required of professors benefiting from accommodations in Sectors III, IV and V and in Fermont and Joutel-Matagami, shall be maintained at their level on June 30, 1998.

9.02
At the request of the Union, the College shall explain its criteria for providing accommodations. Similarly, at the request of the Union, it shall explain its existing maintenance measures.

SECTION 10.00 - PROVISIONS PRIOR TO THIS COLLECTIVE AGREEMENT

10.01
In the event of benefits greater than the current plan for regional disparities resulting from the application of the 2000-2002 collective agreement or of recognized administrative practices, they shall be renewed except for the following elements of this collective agreement:

- the definition of "point of departure" provided for in Section 1.00;

- the level of premiums and the calculation of the premium for part-time professors provided for in Section 2.00;

- the reimbursement of expenses related to moving and outings for professors recruited from outside Québec, provided for in Sections 3.00 and 4.00;

- the number of outings when the professor’s spouse works for the College or an employer in the public or parapublic sector provided for in section IV.

SECTION 11.00 - RETENTION PREMIUM

11.01
A retention premium equivalent to eight per cent (8%) of the annual salary shall be paid to a professor working for the Cégep de Sept-Îles.

APPENDIX VI - 3

RETROACTIVITY

1.00 SECTION I - TEACHERS EMPLOYED BY THE COLLEGE ON THE DATE OF SIGNING OF THE COLLECTIVE AGREEMENT.

1.01

A professor who was employed by the College between April 1, 2023, and the date of signing of the collective agreement shall be entitled to retroactive pay and, where applicable, salary insurance benefits, and maternity, paternity or adoption leave benefits for the duration of his/her services during this period, equal to the difference between:

- the salary to which he/she would have been entitled, for the period between April 1, 2023, and the effective date of the 2023-2028 collective agreement, according to the salary scales and hourly rates in effect in Appendix III-1 and in Tables A and B of Appendix VI-1 of the 2023-2028 collective agreement.

  and

- the salary that he/she received, for the period between April 1, 2023, and the effective date of the 2023-2028 collective agreement, according to the salary scales and hourly rates in effect in the 2020-2023 collective agreement.

1.02

A teacher who was employed by the College between April 1, 2023, and the date of signature of the 2023-2028 collective agreement and who was covered by Appendix VI-2 (Regional disparities) is entitled to the difference between the sums to which he or she would have been entitled according to this Appendix and those which he or she actually received in the same way.

1.03

A teacher who was in the employ of the College between April 1, 2023, and the date of signing of the 2023-2028 collective agreement and who was covered in Appendix III-7 (1.03 (aircraft maintenance engineer (AME) licence) issued by Transport Canada) shall be entitled to the difference between the amounts to which he/she would have been entitled under this Appendix and those that he/she effectively received in the same capacity.

1.04
A professor who carried out teaching activities provided for in clause 6-1.04 between April 1, 2023, and the date of signing of the collective agreement shall be entitled to retroactivity equal to the difference between:

- the salary to which he/she would have been entitled, for the period between April 1, 2023, and the date of the signing of the 2023-2028 collective agreement, according to the hourly rate in effect in Table C of Appendix VI-1 of the 2023-2028 collective agreement

  and

- the salary that he/she received for the period between April 1, 2023, and the date of signing of the 2023-2028 collective agreement.

1.05
The amounts due under items 1.01, 1.02, 1.03 and 1.04 of this Appendix shall be paid within one hundred and twenty (120) days following the signing of the collective agreement.

2.00 SECTION II - PROFESSORS WHO ARE NO LONGER IN THE EMPLOY OF THE COLLEGE ON THE DATE OF SIGNING OF THE COLLECTIVE AGREEMENT.

2.01
A professor who was in the employ of the College during the period from April 1, 2023, to the day preceding the date of signing of the collective agreement shall be entitled to the retroactivity of his/her salary and, if applicable, to his/her salary insurance benefits, and maternity, paternity or adoption benefits for the duration of his/her services during this period, equal to the difference between:

- the salary to which he/she would have been entitled, for the period between April 1, 2023, and the effective date of the 2023-2028 collective agreement, according to the salary scales and hourly rates in effect in Appendix III-1 and in Tables A and B of Appendix VI-1 of the 2023-2028 collective agreement

  and

- the salary that he/she received, for the period between April 1, 2023, and the effective date of the 2023-2028 collective agreement, according to the salary scales and hourly rates in effect in the 2020-2023 collective agreement.

2.02
A professor who was employed by the College between April 1, 2023, and the date preceding the date of signing of the 2023-2028 collective agreement and who was covered by Appendix VI-2 (Regional Disparities) shall be entitled to the difference between the amounts to which he/she would have been entitled under this Appendix and the amounts that he/she actually received in the same capacity.

2.03
A teacher who was in the employ of the College during the period from April 1, 2023, to the day preceding the date of signing of the 2023-2028 collective agreement and who was covered in Appendix III-7 (1.03 (aircraft maintenance engineer (AME) licence) issued by Transport Canada) shall be entitled to the difference between the amounts to which he/she would have been entitled under this Appendix and those that he/she actually received in the same capacity.

2.04
A professor who performed the activities set out in clause 6-1.04, during the period from April 1, 2023, to the day preceding the date of signing of the collective agreement, shall be entitled to retroactivity equal to the difference between:

- The salary that he/she would have been entitled to for the period included between April 1, 2023, and the date of signing of the 2023-2028 collective agreement, according to the hourly rate in effect in Table C of Appendix VI-1 of the 2023-2028 collective agreement

  and

- The salary that he/she received for the period included between April 1, 2023, and the date of signing of the 2023-2028 collective agreement.

2.05
However, the amounts resulting from the application of items 2.01, 2.02, 2.03 and 2.04 of this Appendix shall be owing only if the professor makes a written request to the College within one hundred and twenty (120) days following the sending, by the College to the Union, of a list of the names and last known addresses of the professors covered by this clause.

This list shall be sent within one hundred and twenty (120) days following the signing of the collective agreement.

2.06
The amounts resulting from the application of item 2.05 shall be paid within one hundred and twenty (120) days following the request provided for in the same item.

APPENDIX VI - 4

Increase in Salary Rates and Scales

1. Method of Indexation

Salary scale rates are expressed in an hourly basis, except for those applicable to full-time or part-time professors or aeronautics instructors, which are expressed in an annual basis.

When general salary increase parameters or other forms of improvements to salary rates or scales must be applied, these are applied based on the hourly rate and are rounded to the nearest cent, except for full-time or part-time professors or aeronautics instructors, which are applied based on the hourly rate and are rounded to the nearest dollar.

For the purposes of publication of the collective agreements, the number of weeks to be considered in calculating the annual rate is 52.18. The annual rate is rounded to the nearest dollar.

For the class titles referred to in paragraphs 2.1 and 2.2 of this Appendix, increases shall be made as described in these items.

When rounding to the nearest cent, the following shall apply:

– When the decimal point is followed by three digits or more, the third digit and the following ones are removed if the third digit is lower than five. If the third digit is equal to or higher than five, the second digit is carried to the nearest higher unit, and the third digit and the following ones are removed.

When rounding to the nearest dollar, the following shall apply:

– When the decimal point is followed by one digit or more, the first digit and the following ones are removed if the first digit is lower than five. If the first digit is equal to or higher than five, the dollar is carried to the nearest higher unit, and the first decimal and the following ones are removed.

2. Establishment of Salary Rates and Scales Applicable to College Professors

The method described in paragraphs 2.1 and 2.2 shall be used when a general salary increase parameter or another form of improvement is granted, in order to maintain consistency with the remuneration structure[1] for all employees in the health and social services sectors, school service centres and school boards, and colleges.

[1] As presented in Table A of this Appendix.

2.1 Full-time and Part-Time Professors

The salary scale applicable to full-time or part-time professors is indicated below and set out in Table A of Appendix VI-1, including the increase provided for in clauses 6-4.02 to 6-4.06 and the improvements agreed upon by the parties and applicable as of April 1, 2024:

Step	Rate 2023-04-01 to 2024-03-31 ($)	Rate 2024-04-01 to 2025-03-31 ($)	Rate 2025-04-01 to 2026-03-31 ($)	Rate 2026-04-01 to 2027-03-31 ($)	Rate as of 2027-04-01 ($)
1	49,319	54,661	56,082	57,484	59,496
2	52,614	56,396	57,862	59,309	61,385
3	56,131	58,201	59,714	61,207	63,349
4	57,375	60,063	61,625	63,166	65,377
5	58,646	61,985	63,597	65,187	67,469
6	59,943	63,969	65,632	67,273	69,628
7	61,272	67,107	68,852	70,573	73,043
8	63,879	69,219	71,019	72,794	75,342
9	66,592	71,400	73,256	75,087	77,715
10	69,423	74,195	76,124	78,027	80,758
11	72,843	76,836	78,834	80,805	83,633
12	76,479	79,862	81,938	83,986	86,926
13	80,290	82,538	84,684	86,801	89,839
14	84,293	86,653	88,906	91,129	94,319
15	88,489	90,967	93,332	95,665	99,013
16	92,906	95,507	97,990	100,440	103,955
17	97,543	100,282	102,894	105,469	109,158
18	99,133	101,917	104,571	107,188	110,937
19	100,749	103,578	106,276	108,935	112,745
20	102,391	105,266	108,008	110,711	114,583

The salary scale applicable for full-time or part-time professors shall be established according to the following methodology:

- From April 1, 2023, to March 31, 2024, the annual rate for step 1 corresponds to the annual rate of step 1 for full-time or part-time professors of school service centres and school boards;

- On April 1, 2024, the annual rate for step 1 corresponds to the hourly rate of step 1 of ranking 23[1] multiplied by 1,826.3 and rounded to the nearest dollar;
- The annual rate for step 17 corresponds to the maximum hourly rate of ranking 23[1] multiplied by 1,826.3 and rounded to the nearest dollar;
- From April 1, 2023, to March 31, 2024, the annual rates for steps 2 to 16 shall not be covered by a special methodology, and they shall be adjusted according to the method described in section 1 of this Appendix;
- As of April 2, 2024[2], the annual rates for steps 1 to 16 shall not be covered by a special methodology and shall be adjusted according to the method described in section 1 of this Appendix.

Special circumstance for full-time or part-time professors with a Master's degree or 19 years or more of schooling, or a doctorate:

- The annual rate for step 18 corresponds to the annual rate for step 17 multiplied by 1.0163 and rounded to the nearest dollar;
- The annual rate for step 19 corresponds to the annual rate for step 18 multiplied by 1.0163 and rounded to the nearest dollar;
- The annual rate for step 20 corresponds to the annual rate for step 19 multiplied by 1.0163 and rounded to the nearest dollar.

Step 18 is accessible to full-time or part-time professors who hold a Master's degree acquired in the discipline taught or acquired in a discipline relevant to and useful for teaching the discipline specified in the contract.

Steps 18, 19 and 20 are accessible to full-time or part-time professors who have 19 or more years of schooling and a doctorate.

The period of time spent in a step by full-time or part-time professors shall be as follows

- Six (6) months of recognized experience in accordance with the provisions of the collective agreement in steps one (1) to four (4) under clause 6-1.01 until June 30, 2024 and in steps one (1) to six (6) starting July 1, 2024;
- One (1) year of recognized experience in accordance with the provisions of the collective agreement in steps five (5) to twenty (20) until June 30, 2024 and in steps seven (7) to twenty (20) starting July 1, 2024.

[1] The class title ranking of full-time or part-time professors is set out in Table B of this Appendix.

[2] Exceptionally, the salary scale effective April 1, 2024, presented in this appendix includes the increase set out in clause 6-4.03 and the increases agreed upon by the parties and applicable at said date.

2.2 Professors other than full-time and part-time professors.

The hourly rates and salary scales of professors other than full-time or part-time professors are determined by the methodology set out in Table C of this Appendix.

The hourly rates and salary scales of hourly paid professors and the annual rates and salary scales of aeronautics instructors shall be those set out in Table B of Appendix VI-1 and in Table D of Appendix III-1.

3. Miscellaneous provisions

3.1 On July 1, 2024, a full-time or part-time professor hired by the College or another network college during the 2023-2024 contract year and who is in a step higher than step four (4) shall advance by one (1) step until he/she reaches the maximum step accessible to him/her according to Table A of Appendix VI-1. If this professor is not under contract on July 1, 2024, this advancement shall be granted to him/her in his/her next contract.

The provisions of clause 6-1.01 shall apply to a full-time or part-time professor who is not covered by the previous paragraph.

3.2 On July 1, 2024, a full-time or part-time aeronautics instructor hired by the College or another network college during the 2023-2024 contract year and who is in a step higher than step four (4) of Class I shall advance by one (1) step until he/she reaches the maximum step accessible to him/her according to Table D of Appendix III-1. If this instructor is not under contract on July 1, 2024, this advancement shall be granted to him/her in his/her next contract.

The provisions of subparagraph 2 of paragraph c) of item 07 of Appendix III-1 shall apply to a full-time or part-time instructor who is not covered by the previous paragraph.

TABLE A
SALARY STRUCTURE
SALARY RATES AND SCALES AS OF APRIL 1, 2023

FOR THE HEALTH AND SOCIAL SERVICES SECTOR, SCHOOL SERVICES CENTRES AND SCHOOL BOARDS, AND COLLEGES

	Steps																			
Rankings	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**Rankings**	**Single rates**
1	22.24																		**1**	22.24
2	22.55																		**2**	22.55
3	22.67	22.79	22.89																**3**	22.88
4	22.83	23.04	23.21	23.38															**4**	23.35
5	23.03	23.34	23.67	24.01															**5**	23.95
6	23.20	23.59	23.96	24.35	24.75														**6**	24.63
7	23.51	24.01	24.52	25.03	25.58														**7**	25.42
8	23.70	24.23	24.79	25.33	25.91	26.50													**8**	26.24
9	23.89	24.45	25.06	25.66	26.27	26.91	27.56												**9**	27.16
10	24.18	24.76	25.41	26.03	26.68	27.34	27.99	28.73											**10**	28.16
11	24.51	25.12	25.77	26.45	27.11	27.80	28.49	29.26	30.01										**11**	29.24
12	24.89	25.62	26.37	27.17	27.95	28.82	29.46	30.11	30.78	31.16									**12**	30.27
13	25.25	26.01	26.79	27.59	28.41	29.25	30.13	30.81	31.55	31.93	32.67								**13**	31.49
14	25.66	26.44	27.22	28.03	28.89	29.72	30.63	31.56	32.28	32.72	33.50	34.26							**14**	32.74
15	25.82	26.71	27.63	28.54	29.52	30.50	31.56	32.61	33.50	34.09	35.03	35.99							**15**	34.16
16	26.27	27.23	28.27	29.30	30.37	31.50	32.66	33.87	34.91	35.61	36.70	37.81							**16**	
17	26.73	27.80	28.91	30.07	31.25	32.51	33.82	35.15	36.34	37.18	38.43	39.74							**17**	
18	26.91	28.08	29.34	30.63	31.98	33.38	34.86	36.38	37.75	38.79	40.24	41.76							**18**	
19	27.36	28.17	29.03	29.91	30.81	31.75	32.71	33.70	34.70	35.43	36.47	37.60	38.73	39.71	40.69	41.74	42.80	43.87	**19**	
20	27.79	28.70	29.62	30.57	31.57	32.56	33.62	34.70	35.83	36.61	37.81	39.02	40.30	41.40	42.53	43.69	44.87	46.10	**20**	
21	28.26	29.19	30.21	31.24	32.32	33.42	34.57	35.76	36.98	37.87	39.18	40.51	41.92	43.14	44.41	45.72	47.05	48.44	**21**	
22	28.70	29.71	30.80	31.92	33.08	34.30	35.53	36.81	38.17	39.16	40.58	42.07	43.60	44.95	46.36	47.82	49.32	50.86	**22**	
23	29.11	30.22	31.37	32.60	33.86	35.14	36.50	37.88	39.35	40.46	42.01	43.64	45.30	46.83	48.40	50.01	51.70	53.41	**23**	
24	30.03	31.22	32.45	33.73	35.06	36.43	37.87	39.37	40.92	42.12	43.77	45.52	47.29	48.94	50.64	52.37	54.16	56.05	**24**	
25	30.45	31.73	33.04	34.42	35.84	37.33	38.86	40.50	42.18	43.48	45.29	47.17	49.14	50.92	52.79	54.72	56.71	58.80	**25**	
26	31.13	32.47	33.88	35.32	36.84	38.45	40.09	41.83	43.62	45.06	46.99	49.01	51.12	53.06	55.09	57.20	59.37	61.63	**26**	
27	31.81	33.24	34.68	36.26	37.86	39.56	41.35	43.18	45.09	46.64	48.72	50.88	53.16	55.27	57.46	59.74	62.12	64.56	**27**	
28	32.21	33.73	35.29	36.92	38.65	40.46	42.36	44.32	46.40	48.06	50.32	52.67	55.14	57.43	59.82	62.31	64.90	67.63	**28**	

Note: The single rates are calculated on the basis of a career gain of 33 years. The salary rates take into account the increases of the general increase parameters set out in 6-4.02.

TABLE A
SALARY STRUCTURE
SALARY RATES AND SCALES AS OF APRIL 1, 2024

FOR THE HEALTH AND SOCIAL SERVICES SECTOR, SCHOOL SERVICES CENTRES AND SCHOOL BOARDS, AND COLLEGES

	Steps																			
Rankings	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**Rankings**	**Single rates**
1	22.86																		**1**	22.86
2	23.18																		**2**	23.18
3	23.30	23.43	23.53																**3**	23.52
4	23.47	23.69	23.86	24.03															**4**	24.00
5	23.67	23.99	24.33	24.68															**5**	24.62
6	23.85	24.25	24.63	25.03	25.44														**6**	25.32
7	24.17	24.68	25.21	25.73	26.30														**7**	26.14
8	24.36	24.91	25.48	26.04	26.64	27.24													**8**	26.97
9	24.56	25.13	25.76	26.38	27.01	27.66	28.33												**9**	27.92
10	24.86	25.45	26.12	26.76	27.43	28.11	28.77	29.53											**10**	28.95
11	25.20	25.82	26.49	27.19	27.87	28.58	29.29	30.08	30.85										**11**	30.05
12	25.59	26.34	27.11	27.93	28.73	29.63	30.28	30.95	31.64	32.03									**12**	31.12
13	25.96	26.74	27.54	28.36	29.21	30.07	30.97	31.67	32.43	32.82	33.58								**13**	32.37
14	26.38	27.18	27.98	28.81	29.70	30.55	31.49	32.44	33.18	33.64	34.44	35.22							**14**	33.66
15	26.54	27.46	28.40	29.34	30.35	31.35	32.44	33.52	34.44	35.04	36.01	37.00							**15**	35.12
16	27.01	27.99	29.06	30.12	31.22	32.38	33.57	34.82	35.89	36.61	37.73	38.87							**16**	
17	27.48	28.58	29.72	30.91	32.13	33.42	34.77	36.13	37.36	38.22	39.51	40.85							**17**	
18	27.66	28.87	30.16	31.49	32.88	34.31	35.84	37.40	38.81	39.88	41.37	42.93							**18**	
19	28.13	28.96	29.84	30.75	31.67	32.64	33.63	34.64	35.67	36.42	37.49	38.65	39.81	40.82	41.83	42.91	44.00	45.10	**19**	
20	28.57	29.50	30.45	31.43	32.45	33.47	34.56	35.67	36.83	37.64	38.87	40.11	41.43	42.56	43.72	44.91	46.13	47.39	**20**	
21	29.05	30.01	31.06	32.11	33.22	34.36	35.54	36.76	38.02	38.93	40.28	41.64	43.09	44.35	45.65	47.00	48.37	49.80	**21**	
22	29.50	30.54	31.66	32.81	34.01	35.26	36.52	37.84	39.24	40.26	41.72	43.25	44.82	46.21	47.66	49.16	50.70	52.28	**22**	
23	29.93	31.07	32.25	33.51	34.81	36.12	37.52	38.94	40.45	41.59	43.19	44.86	46.57	48.14	49.76	51.41	53.15	54.91	**23**	
24	30.87	32.09	33.36	34.67	36.04	37.45	38.93	40.47	42.07	43.30	45.00	46.79	48.61	50.31	52.06	53.84	55.68	57.62	**24**	
25	31.30	32.62	33.97	35.38	36.84	38.38	39.95	41.63	43.36	44.70	46.56	48.49	50.52	52.35	54.27	56.25	58.30	60.45	**25**	
26	32.00	33.38	34.83	36.31	37.87	39.53	41.21	43.00	44.84	46.32	48.31	50.38	52.55	54.55	56.63	58.80	61.03	63.36	**26**	
27	32.70	34.17	35.65	37.28	38.92	40.67	42.51	44.39	46.35	47.95	50.08	52.30	54.65	56.82	59.07	61.41	63.86	66.37	**27**	
28	33.11	34.67	36.28	37.95	39.73	41.59	43.55	45.56	47.70	49.41	51.73	54.14	56.68	59.04	61.49	64.05	66.72	69.52	**28**	

Note: The single rates are calculated on the basis of a career gain of 33 years. The salary rates take into account the increases of the general increase parameters set out in 6-4.03.

TABLE A
SALARY STRUCTURE
SALARY RATES AND SCALES AS OF APRIL 1, 2025

FOR THE HEALTH AND SOCIAL SERVICES SECTOR, SCHOOL SERVICES CENTRES AND SCHOOL BOARDS, AND COLLEGES

	Steps																			
Rankings	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**Rankings**	**Single rates**
1	23.45																		**1**	23.45
2	23.78																		**2**	23.78
3	23.91	24.04	24.14																**3**	24.13
4	24.08	24.31	24.48	24.65															**4**	24.62
5	24.29	24.61	24.96	25.32															**5**	25.26
6	24.47	24.88	25.27	25.68	26.10														**6**	25.98
7	24.80	25.32	25.87	26.40	26.98														**7**	26.81
8	24.99	25.56	26.14	26.72	27.33	27.95													**8**	27.68
9	25.20	25.78	26.43	27.07	27.71	28.38	29.07												**9**	28.65
10	25.51	26.11	26.80	27.46	28.14	28.84	29.52	30.30											**10**	29.70
11	25.86	26.49	27.18	27.90	28.59	29.32	30.05	30.86	31.65										**11**	30.83
12	26.26	27.02	27.81	28.66	29.48	30.40	31.07	31.75	32.46	32.86									**12**	31.93
13	26.63	27.44	28.26	29.10	29.97	30.85	31.78	32.49	33.27	33.67	34.45								**13**	33.21
14	27.07	27.89	28.71	29.56	30.47	31.34	32.31	33.28	34.04	34.51	35.34	36.14							**14**	34.53
15	27.23	28.17	29.14	30.10	31.14	32.17	33.28	34.39	35.34	35.95	36.95	37.96							**15**	36.03
16	27.71	28.72	29.82	30.90	32.03	33.22	34.44	35.73	36.82	37.56	38.71	39.88							**16**	
17	28.19	29.32	30.49	31.71	32.97	34.29	35.67	37.07	38.33	39.21	40.54	41.91							**17**	
18	28.38	29.62	30.94	32.31	33.73	35.20	36.77	38.37	39.82	40.92	42.45	44.05							**18**	
19	28.86	29.71	30.62	31.55	32.49	33.49	34.50	35.54	36.60	37.37	38.46	39.65	40.85	41.88	42.92	44.03	45.14	46.27	**19**	
20	29.31	30.27	31.24	32.25	33.29	34.34	35.46	36.60	37.79	38.62	39.88	41.15	42.51	43.67	44.86	46.08	47.33	48.62	**20**	
21	29.81	30.79	31.87	32.94	34.08	35.25	36.46	37.72	39.01	39.94	41.33	42.72	44.21	45.50	46.84	48.22	49.63	51.09	**21**	
22	30.27	31.33	32.48	33.66	34.89	36.18	37.47	38.82	40.26	41.31	42.80	44.37	45.99	47.41	48.90	50.44	52.02	53.64	**22**	
23	30.71	31.88	33.09	34.38	35.72	37.06	38.50	39.95	41.50	42.67	44.31	46.03	47.78	49.39	51.05	52.75	54.53	56.34	**23**	
24	31.67	32.92	34.23	35.57	36.98	38.42	39.94	41.52	43.16	44.43	46.17	48.01	49.87	51.62	53.41	55.24	57.13	59.12	**24**	
25	32.11	33.47	34.85	36.30	37.80	39.38	40.99	42.71	44.49	45.86	47.77	49.75	51.83	53.71	55.68	57.71	59.82	62.02	**25**	
26	32.83	34.25	35.74	37.25	38.85	40.56	42.28	44.12	46.01	47.52	49.57	51.69	53.92	55.97	58.10	60.33	62.62	65.01	**26**	
27	33.55	35.06	36.58	38.25	39.93	41.73	43.62	45.54	47.56	49.20	51.38	53.66	56.07	58.30	60.61	63.01	65.52	68.10	**27**	
28	33.97	35.57	37.22	38.94	40.76	42.67	44.68	46.74	48.94	50.69	53.07	55.55	58.15	60.58	63.09	65.72	68.45	71.33	**28**	

Note: The single rates are calculated on the basis of a career gain of 33 years. The salary rates take into account the increases of the general increase parameters set out in 6-4.04.

TABLE A
SALARY STRUCTURE
SALARY RATES AND SCALES AS OF MARCH 31, 2026

FOR THE HEALTH AND SOCIAL SERVICES SECTOR, SCHOOL SERVICES CENTRES AND SCHOOL BOARDS, AND COLLEGES

	Steps																			
Rankings	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**Rankings**	**Single rates**
1	23.48																		**1**	23.48
2	23.81																		**2**	23.81
3	23.94	24.07	24.17																**3**	24.16
4	24.11	24.34	24.51	24.68															**4**	24.65
5	24.32	24.64	24.99	25.35															**5**	25.29
6	24.50	24.91	25.30	25.71	26.13														**6**	26.01
7	24.83	25.35	25.90	26.43	27.01														**7**	26.84
8	25.02	25.59	26.17	26.75	27.36	27.98													**8**	27.71
9	25.23	25.81	26.46	27.10	27.74	28.41	29.10												**9**	28.68
10	25.54	26.14	26.83	27.49	28.17	28.87	29.55	30.33											**10**	29.73
11	25.89	26.52	27.21	27.93	28.62	29.35	30.08	30.89	31.68										**11**	30.86
12	26.29	27.05	27.84	28.69	29.51	30.43	31.10	31.78	32.50	32.90									**12**	31.96
13	26.66	27.47	28.29	29.13	30.00	30.88	31.81	32.53	33.31	33.71	34.49								**13**	33.24
14	27.10	27.92	28.74	29.59	30.50	31.37	32.35	33.32	34.08	34.55	35.38	36.18							**14**	34.57
15	27.26	28.20	29.17	30.13	31.17	32.21	33.32	34.43	35.38	35.99	36.99	38.00							**15**	36.07
16	27.74	28.75	29.85	30.93	32.07	33.26	34.48	35.77	36.86	37.60	38.75	39.92							**16**	
17	28.22	29.35	30.52	31.74	33.01	34.33	35.71	3711	38.37	39.25	40.58	41.96							**17**	
18	28.41	29.65	30.97	32.35	33.77	35.24	36.81	38.41	39.86	40.97	42.50	44.10							**18**	
19	28.89	29.74	30.65	31.58	32.53	33.53	34.54	35.58	36.64	37.41	38.50	39.69	40.89	41.93	42.97	44.08	45.19	46.32	**19**	
20	29.34	30.30	31.27	32.29	33.33	34.38	35.50	36.64	37.83	38.66	39.92	41.20	42.56	43.72	44.91	46.13	47.38	48.67	**20**	
21	29.84	30.82	31.91	32.98	34.12	35.29	36.50	37.76	39.05	39.98	41.38	42.77	44.26	45.55	46.89	48.27	49.68	51.15	**21**	
22	30.30	31.36	32.52	33.70	34.93	36.22	37.51	38.86	40.30	41.36	42.85	44.42	46.04	47.46	48.95	50.50	52.08	53.70	**22**	
23	30.74	31.92	33.13	34.42	35.76	37.10	38.54	39.99	41.55	42.72	44.36	46.08	47.83	49.44	51.11	52.81	54.59	56.40	**23**	
24	31.70	32.96	34.27	35.61	37.02	38.46	39.98	41.57	43.21	44.48	46.22	48.06	49.92	51.68	53.47	55.30	57.19	59.19	**24**	
25	32.15	33.51	34.89	36.34	37.84	39.42	41.04	42.76	44.54	45.91	47.82	49.80	51.89	53.77	55.74	57.77	59.89	62.09	**25**	
26	32.87	34.29	35.78	37.29	38.89	40.60	42.33	44.17	46.06	47.57	49.62	51.75	53.98	56.03	58.16	60.40	62.69	65.08	**26**	
27	33.59	35.10	36.62	38.29	39.97	41.78	43.67	45.59	47.61	49.25	51.44	53.72	56.13	58.36	60.68	63.08	65.59	68.17	**27**	
28	34.01	35.61	37.26	38.98	40.80	42.72	44.73	46.79	48.99	50.75	53.13	55.61	58.21	60.65	63.16	65.79	68.53	71.41	**28**	

Notes:

- The salary rates take into account the salary adjustment of 0.11% resulting from the application of the adjustment clause prescribed in the collective agreement.
- The single rates are calculated on the basis of a career gain of 33 years.

TABLE A
SALARY STRUCTURE
SALARY RATES AND SCALES AS OF APRIL 1, 2026

FOR THE HEALTH AND SOCIAL SERVICES SECTOR, SCHOOL SERVICES CENTRES AND SCHOOL BOARDS, AND COLLEGES

	Steps																			
Rankings	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	Rankings	Single rates
1	24.04	=	=	=	=	=	=	=	=	=	=	=	=	=	=	=	=	=	1	24.04
2	24.37	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2	24.37
3	24.51	24.64	24.74	=	=	=	=	=	=	=	=	=	=	=	=	=	=	=	3	24.73
4	24.68	24.92	25.09	25.27	-	-	-	-	-	-	-	-	-	-	-	-	-	-	4	25.24
5	24.90	25.23	25.58	25.95	=	=	=	=	=	=	=	=	=	=	=	=	=	=	5	25.89
6	25.08	25.50	25.90	26.32	26.75	-	-	-	-	-	-	-	-	-	-	-	-	-	6	26.62
7	25.42	25.95	26.52	27.06	27.65	=	=	=	=	=	=	=	=	=	=	=	=	=	7	27.49
8	25.61	26.20	26.79	27.39	28.01	28.65	=	=	=	=	=	=	=	=	=	=	=	=	8	28.37
9	25.83	26.42	27.09	27.75	28.40	29.09	29.80	=	=	=	=	=	=	=	=	=	=	=	9	29.37
10	26.15	26.76	27.47	28.15	28.84	29.56	30.26	31.06	-	-	-	-	-	-	-	-	-	-	10	30.45
11	26.51	27.15	27.86	28.60	29.30	30.05	30.80	31.63	32.44	=	=	=	=	=	=	=	=	=	11	31.60
12	26.92	27.70	28.51	29.38	30.22	31.16	31.85	32.54	33.27	33.68	=	=	=	=	=	=	=	=	12	32.72
13	27.30	28.13	28.07	29.83	30.72	31.62	32.57	33.30	34.10	34.51	35.31	-	-	-	-	-	-	-	13	34.04
14	27.75	28.59	29.43	30.30	31.23	32.12	33.12	34.11	34.89	35.37	36.22	37.04	=	=	=	=	=	=	14	35.39
15	27.91	28.87	29.87	30.85	31.92	32.97	34.11	35.25	36.22	36.85	37.87	38.91	-	-	-	-	-	-	15	36.93
16	28.40	29.44	30.57	31.67	32.83	34.05	35.30	36.62	37.74	38.50	39.68	40.88	=	=	=	=	=	=	16	=
17	28.89	30.05	31.25	32.50	33.79	35.15	36.56	38.00	39.29	40.19	41.55	42.96	-	-	-	-	-	-	17	-
18	29.09	30.36	31.71	33.12	34.57	36.08	37.69	39.33	40.82	41.94	43.51	45.15	=	=	=	=	=	=	18	=
19	29.58	30.45	31.39	32.34	33.30	34.33	35.36	36.43	37.52	38.30	39.42	40.64	41.87	42.93	43.99	45.13	46.27	47.43	19	-
20	30.04	31.03	32.02	33.06	34.12	35.20	36.35	37.52	38.73	39.59	40.88	42.18	43.57	44.76	45.98	47.23	48.51	49.84	20	=
21	30.56	31.56	32.67	33.76	34.93	36.13	37.37	38.66	39.99	40.94	42.36	43.79	45.32	46.64	48.01	49.43	50.87	52.37	21	-
22	31.03	32.11	33.29	34.50	35.76	37.08	38.41	39.79	41.27	42.34	43.87	45.48	47.14	48.60	50.12	51.70	53.32	54.98	22	=
23	31.48	32.68	33.92	35.24	36.61	37.99	39.46	40.95	42.54	43.74	45.42	47.18	48.97	50.62	52.33	54.07	55.89	57.75	23	-
24	32.46	33.74	35.09	36.46	37.99	39.38	40.94	42.56	44.24	45.54	47.32	49.21	51.12	52.91	54.75	56.62	58.56	60.60	24	=
25	32.91	34.31	35.72	37.21	38.75	40.36	42.01	43.78	45.60	47.01	48.96	50.99	53.13	55.05	57.07	59.15	61.32	63.57	25	=
26	33.65	35.11	36.63	38.18	39.82	41.57	43.34	45.22	47.16	48.71	50.81	52.98	55.27	57.37	59.55	61.84	64.19	66.64	26	-
27	34.39	35.94	37.49	39.21	40.93	42.77	44.71	46.68	48.75	50.43	52.66	55.00	57.47	59.76	62.13	64.59	67.16	69.80	27	=
28	34.82	36.46	38.15	39.91	41.78	43.74	45.80	47.91	50.16	51.96	54.40	56.94	59.60	62.09	64.67	67.36	70.16	73.11	28	-

Note: The single rates are calculated on the basis of a career gain of 33 years. The salary rates take into account the increases of the general increase parameters set out in 6-4.05. They do not take into account any salary adjustment which would result, where applicable, from the application of the adjustment clause set out in 6-4.07.

TABLE A
SALARY STRUCTURE
SALARY RATES AND SCALES AS OF APRIL 1, 2026

FOR THE HEALTH AND SOCIAL SERVICES SECTOR, SCHOOL SERVICES CENTRES AND SCHOOL BOARDS, AND COLLEGES

	Steps																			
Rankings	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**Rankings**	**Single rates**
1	24.07																		**1**	24.07
2	24.41																		**2**	24.41
3	24.54	24.67	24.77																**3**	24.76
4	24.71	24.95	25.12	25.30															**4**	25.27
5	24.93	25.26	25.61	25.98															**5**	25.92
6	25.11	25.53	25.93	26.35	26.78														**6**	26.65
7	25.45	25.98	26.55	27.09	27.69														**7**	27.52
8	25.65	26.23	26.82	27.42	28.04	28.68													**8**	28.40
9	25.86	26.46	27.12	27.78	28.43	29.12	29.83												**9**	29.40
10	26.18	26.79	27.50	28.18	28.87	29.59	30.29	31.09											**10**	30.48
11	26.54	27.18	27.89	28.63	29.34	30.08	30.83	31.66	32.47										**11**	31.63
12	26.95	27.73	28.54	29.41	30.25	31.19	31.88	32.57	33.31	33.72									**12**	32.76
13	27.33	28.16	29.00	29.86	30.75	31.65	32.61	33.34	34.14	34.55	35.35								**13**	34.07
14	27.78	28.62	29.46	30.33	31.26	32.15	33.16	34.15	34.93	35.41	36.26	37.08							**14**	35.43
15	27.94	28.91	29.90	30.88	31.95	33.02	34.15	35.29	36.26	36.89	37.91	38.95							**15**	36.97
16	28.43	29.47	30.60	31.70	32.87	34.09	35.34	36.66	37.78	38.54	39.72	40.92							**16**	
17	28.93	30.08	31.28	32.53	33.84	35.19	36.60	38.04	39.33	40.23	41.59	43.01							**17**	
18	29.12	30.39	31.74	33.16	34.61	36.12	37.73	39.37	40.86	41.99	43.56	45.20							**18**	
19	29.61	30.48	31.42	32.37	33.34	34.37	35.40	36.47	37.56	38.35	39.46	40.68	41.91	42.98	44.04	45.18	46.32	47.48	**19**	
20	30.07	31.06	32.05	33.10	34.16	35.24	36.39	37.56	38.78	39.63	40.92	42.23	43.62	44.81	46.03	47.28	48.56	49.89	**20**	
21	30.59	31.59	32.71	33.80	34.97	36.17	37.41	38.70	40.03	40.98	42.41	43.84	45.37	46.69	48.06	49.48	50.92	52.43	**21**	
22	31.06	32.14	33.33	34.54	35.80	37.13	38.45	39.83	41.31	42.39	43.92	45.53	47.19	48.65	50.17	51.76	53.38	55.04	**22**	
23	31.51	32.72	33.96	35.28	36.65	38.03	39.50	40.99	42.59	43.79	45.47	47.23	49.03	50.68	52.39	54.13	55.95	57.81	**23**	
24	32.49	33.78	35.13	36.50	37.95	39.42	40.98	42.61	44.29	45.59	47.38	49.26	51.17	52.97	54.81	56.68	58.62	60.67	**24**	
25	32.95	34.35	35.76	37.25	38.79	40.41	42.07	43.83	45.65	47.06	49.02	51.05	53.19	55.11	57.13	59.21	61.39	63.64	**25**	
26	33.69	35.15	36.67	38.22	39.86	41.62	43.39	45.27	47.21	48.76	50.86	53.04	55.33	57.43	59.61	61.91	64.26	66.71	**26**	
27	34.43	35.98	37.54	39.25	40.97	42.82	44.76	46.73	48.80	50.48	52.73	55.06	57.53	59.82	62.20	64.66	67.23	69.87	**27**	
28	34.86	36.50	38.19	39.95	41.82	43.79	45.85	47.96	50.21	52.02	54.46	57.00	59.67	62.17	64.74	67.43	70.24	73.20	**28**	

Notes :

- The salary rates take into account the salary adjustment of 0.11% resulting from the application of the adjustment clause prescribed in the collective agreement.
- The single rates are calculated on the basis of a career gain of 33 years.

TABLE A
SALARY STRUCTURE
SALARY RATES AND SCALES AS OF APRIL 1, 2027

FOR THE HEALTH AND SOCIAL SERVICES SECTOR, SCHOOL SERVICES CENTRES AND SCHOOL BOARDS, AND COLLEGES

	Steps																			
Rankings	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**Rankings**	**Single rates**
1	24.88																		**1**	24.88
2	25.22																		**2**	25.22
3	25.37	25.50	25.61																**3**	25.60
4	25.54	25.79	25.97	26.15															**4**	26.12
5	25.77	26.11	26.48	26.86															**5**	26.79
6	25.96	26.39	26.81	27.24	27.69														**6**	27.56
7	26.31	26.86	27.45	28.01	28.62														**7**	28.44
8	26.51	27.12	27.73	28.35	28.99	29.65													**8**	29.36
9	26.73	27.34	28.04	28.72	29.39	30.11	30.84												**9**	30.39
10	27.07	27.70	28.43	29.14	29.85	30.59	31.32	32.15											**10**	31.52
11	27.44	28.10	28.84	29.60	30.33	31.10	31.88	32.74	33.58										**11**	32.71
12	27.86	28.67	29.51	30.41	31.28	32.25	32.06	33.68	34.43	34.86									**12**	33.87
13	28.26	29.11	29.98	30.87	31.80	32.73	33.71	34.47	35.29	35.72	36.55								**13**	35.23
14	28.72	29.59	30.46	31.36	32.32	33.24	34.28	35.30	36.11	36.61	37.49	38.34							**14**	36.64
15	28.89	29.88	30.92	31.93	33.04	34.12	35.30	36.48	37.49	38.14	39.20	40.27							**15**	38.22
16	29.39	30.47	31.64	32.78	33.98	35.24	36.54	37.90	39.06	39.85	41.07	42.31							**16**	
17	29.90	31.10	32.34	33.64	34.97	36.38	37.84	39.33	40.67	41.60	43.00	44.46							**17**	
18	30.11	31.42	32.82	34.28	35.78	37.34	39.01	40.71	42.25	43.41	45.03	46.73							**18**	
19	30.62	31.52	32.49	33.47	34.47	35.53	36.60	37.71	38.83	39.64	40.80	42.06	43.34	44.43	45.53	46.71	47.89	49.09	**19**	
20	31.09	32.12	33.14	34.22	35.31	36.43	37.62	38.83	40.09	40.98	42.31	43.66	45.09	46.33	47.59	48.88	50.21	51.58	**20**	
21	31.63	32.66	33.81	34.94	36.15	37.39	38.68	40.01	41.39	42.37	43.84	45.32	46.91	48.27	49.69	51.16	52.65	54.20	**21**	
22	32.12	33.23	34.46	35.71	37.01	38.38	39.75	41.18	42.71	43.82	45.41	47.07	48.79	50.30	51.87	53.51	55.19	56.90	**22**	
23	32.58	33.82	35.11	36.47	37.89	39.32	40.84	42.38	44.03	45.27	47.01	48.83	50.68	52.39	54.16	55.96	57.85	59.77	**23**	
24	33.60	34.92	36.32	37.74	39.23	40.76	42.37	44.05	45.79	47.13	48.98	50.93	52.91	54.76	56.67	58.60	60.61	62.72	**24**	
25	34.06	35.51	36.97	38.51	40.11	41.77	43.48	45.31	47.20	48.66	50.67	52.77	54.99	56.98	59.07	61.22	63.47	65.79	**25**	
26	34.83	36.34	37.91	39.52	41.21	43.02	44.86	46.80	48.81	50.41	52.59	54.83	57.20	59.38	61.63	64.00	66.44	68.97	**26**	
27	35.59	37.20	38.80	40.58	42.36	44.27	46.27	48.31	50.46	52.20	54.50	56.93	59.48	61.85	64.30	66.85	69.51	72.24	**27**	
28	36.04	37.74	39.49	41.31	43.24	45.27	47.40	49.59	51.92	53.78	56.30	58.93	61.69	64.26	66.93	69.72	72.62	75.67	**28**	

Note: The single rates are calculated on the basis of a career gain of 33 years. The salary rates take into account the increases of the general increase parameters set out in 6-4.06. They do not take into account any salary adjustment which would result, where applicable, from the application of the adjustment clause set out in 6-4.07.

TABLE A
SALARY STRUCTURE
SALARY RATES AND SCALES AS OF APRIL 1, 2027

FOR THE HEALTH AND SOCIAL SERVICES SECTOR, SCHOOL SERVICES CENTRES AND SCHOOL BOARDS, AND COLLEGES

	Steps																			
Rankings	**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**17**	**18**	**Rankings**	**Single rates**
1	24.91																		**1**	24.91
2	25.26																		**2**	25.26
3	25.40	25.53	25.64																**3**	25.63
4	25.57	25.82	26.00	26.19															**4**	26.15
5	25.80	26.14	26.51	26.89															**5**	26.82
6	25.99	26.42	26.84	27.27	27.72														**6**	27.59
7	26.34	26.89	27.48	28.04	28.66														**7**	28.48
8	26.55	27.15	27.76	28.38	29.02	29.68													**8**	29.39
9	26.77	27.39	28.07	28.75	29.43	30.14	30.87												**9**	30.43
10	27.10	27.73	28.46	29.17	29.88	30.63	31.35	32.18											**10**	31.55
11	27.47	28.13	28.87	29.63	30.37	31.13	31.91	32.77	33.61										**11**	32.74
12	27.89	28.70	29.54	30.44	31.31	32.28	33.00	33.71	34.48	34.90									**12**	33.91
13	28.29	29.15	30.02	30.91	31.83	32.76	33.75	34.51	35.33	35.76	36.59								**13**	35.27
14	28.75	29.62	30.49	31.39	32.35	33.28	34.32	35.35	36.15	36.65	37.53	38.38							**14**	36.67
15	28.92	29.92	30.95	3196	33.07	34.18	35.35	36.53	37.53	38.18	39.24	40.31							**15**	38.26
16	29.43	30.50	31.67	32.81	34.02	35.28	36.58	37.94	39.10	39.89	41.11	42.35							**16**	
17	29.94	31.13	32.37	33.67	35.02	36.42	37.88	39.37	40.71	41.64	43.05	44.52							**17**	
18	30.14	31.45	32.85	34.32	35.82	37.38	39.05	40.75	42.29	43.46	45.08	46.78							**18**	
19	30.65	31.55	32.52	33.50	34.51	35.57	36.64	37.75	38.87	39.69	40.84	42.10	43.38	44.48	45.58	46.76	47.94	49.14	**19**	
20	31.12	32.15	33.17	34.26	35.36	36.47	37.66	38.87	40.14	41.02	42.35	43.71	45.15	46.38	47.64	48.93	50.26	51.64	**20**	
21	31.66	32.70	33.85	34.98	36.19	37.44	38.72	40.05	41.43	42.41	43.89	45.37	46.96	48.32	49.74	51.21	52.70	54.27	**21**	
22	32.15	33.26	34.50	35.75	37.05	38.43	39.80	41.22	42.76	43.87	45.46	47.12	48.84	50.35	51.93	53.57	55.25	56.97	**22**	
23	32.61	33.87	35.15	36.51	37.93	39.36	40.88	42.42	44.08	45.32	47.06	48.88	50.75	52.45	54.22	56.02	57.91	59.83	**23**	
24	33.63	34.96	36.36	37.78	39.28	40.80	42.41	44.10	45.84	47.19	49.04	50.98	52.96	54.82	56.73	58.66	60.67	62.79	**24**	
25	34.10	35.55	37.01	38.55	40.15	41.82	43.54	45.36	47.25	48.71	50.74	52.84	55.05	57.04	59.13	61.28	63.54	65.87	**25**	
26	34.87	36.38	37.95	39.56	41.26	43.08	44.91	46.85	48.86	50.47	52.64	54.90	57.27	59.44	61.70	64.08	66.51	69.04	**26**	
27	35.64	37.24	38.85	40.62	42.40	44.32	46.33	48.37	50.51	52.25	54.58	56.99	59.54	61.91	64.38	66.92	69.58	72.32	**27**	
28	36.08	37.78	39.53	41.35	43.28	45.32	47.45	49.64	51.97	53.84	56.37	59.00	61.76	64.35	67.01	69.79	72.70	75.76	**28**	

Notes:

- The salary rates take into account the increases of the general increase parameters set out in the collective agreement at such date. They do not take into account any salary adjustment resulting, where applicable, from the application of the adjustment clause prescribed in the collective agreement.
- The single rates are calculated on the basis of a career gain of 33 years.

TABLE B
CLASS TITLE RANKING

Sectors	Class title #	Class Titles[1]	Ranking[2]	Single Rate
4	C746	Attendant for Disabled Students	6	
4	C910	Prevention and Security Officer	10	
4	C202	Finance Officer	20	
4	C233	Social Services Officer	22	
4	C505	Administrative Support Agent, class I	8	
4	C506	Administrative Support Agent, class II	5	
4	C503	Administrative Support Agent, principal class	11	
4	C911	Trades Helper	3	X
4	C902	Domestic Helper	2	X
4	C903	General Kitchen Assistant	3	X
4	C204	Academic Advisor	21	
4	C205	Analyst	21	
4	C210	Specialized Data Processing Analyst	23	
4	C433	Francization Animator	14	
4	C206	Student Activities Counsellor	20	
4	C431	Sociocultural or Sports Activities Counsellor	10	
4	C701	Laboratory Attendant	6	
4	C208	Administration Officer	20	
4	C239	Research Assistant[3]	21	
4	C262	Librarian	21	
4	C236	Researcher[3]	23	
4	C237	Senior Researcher[3]	24	
4	C905	Residence Caretaker	6	X
4	C925	Light Vehicle Driver	4	X
4	C926	Heavy Vehicle Driver	6	X
4	C263	Student Life Counsellor	20	
4	C220	Guidance Counsellor	22	
4	C223	Re-education Counsellor	22	
4	C238	Technical Aid and Support Counsellor[3]	23	
4	C203	Communication Counsellor	20	
4	C221	Academic Training Counsellor[4]	20	
4	C214	Academic and Vocational Information Counsellor	20	
4	C234	Material Resources Advisor	23	X
4	C216	Adapted Services Counsellor	22	
4	C219	Pedagogical Counsellor	23	
4	C915	Cook, class I	11	X
4	C916	Cook, class II	10	X
4	C917	Cook, class III	7	X
4	C716	Cabinetmaker	10	X
4	C702	Electrician	10	X

Sectors	Class title #	Class Titles[1]	Ranking[2]	Single Rate
4	C704	Electrician, principal class	12	X
4	C305	Professor colleges	23	
4	C417	Dental Hygienist	14	
4	C421	Interpreter	15	
4	C907	Gardener	7	X
4	C620	Storekeeper, class I	7	
4	C621	Storekeeper, class II	4	
4	C934	Labourer	2	X
4	C719	Equipment Maintenance Mechanic	10	X
4	C728	Stationary Engineer, class III	10	X
4	C726	Stationary Engineer, class I	10	X
4	C729	Stationary Engineer, class IV	9	X
4	C732	Stationary Engineer, class VII	9	X
4	C735	Stationary Engineer, class X	9	X
4	C737	Stationary Engineer, class XII	9	X
4	C738	Stationary Engineer, class XIII	9	X
4	C741	Stationary Engineer, class XVI	9	X
4	C742	Stationary Engineer, class XVII	9	X
4	C707	Carpenter	9	X
4	C432	Socio-cultural or Sports Activities Leader	6	X
4	C430	Day Camp Counsellor	6	X
4	C703	Offset Duplicator Operator	6	
4	C700	Offset Duplicator Operator, principal class	9	
4	C755	Data Processing Operator	8	
4	C708	Certified Maintenance Technician	9	X
4	C709	Painter	6	X
4	C908	Security Attendant	5	
4	C222	Psychologist	24	
4	C606	Administrative Secretary	9	
4	C209	Specialist in Teaching Methods and Techniques	21	
4	C235	Information Science Specialist[3]	21	
4	C753	Swimming Pool Supervisor	6	
4	C419	Test Bed Technician	16	
4	C840	Certified Aeronautics Maintenance Technician	17	
4	C830	Aeronautics Maintenance Technician (Collèges Chicoutimi and Édouard-Montpetit)	13	
4	C405	Administration Technician	14	
4	C409	Graphic Arts Technician	12	
4	C406	Audiovisual Technician	12	
4	C413	Building Services Technician	15	
4	C401	Information Technician	13	
4	C424	Special Education Technician	16	
4	C411	Electronics Technician	14	
4	C416	Mechanical Production Technician	14	
4	C414	Information Technician	12	
4	C403	Data Processing Technician	14	
4	C402	Data Processing Technician, principal class	16	

Sectors	Class title #	Class Titles[1]	Ranking[2]	Single Rate
4	C407	Recreational Activities Technician	13	
4	C418	Social Work Technician	16	
4	C404	Laboratory Technician	14	
4	C231	Social Worker	22	
4	C706	Pipe Fitter	10	X

1 For the interpretation and application of this appendix, in the event of discrepancies in the title of a class or employment group, the number of the class or employment group prevails. To obtain the titles of the class or employment groups, refer to the classification plan.

2 The rankings for the class or employment groups of this appendix are those applicable at the date of signing of the collective agreement, without any admission by the Union, except for those agreed upon by the parties. It must be noted that this is not an admission concerning the evaluation ratings, but only for the rankings.

3 To know the date of creation of the class or employment group, refer to the agreements.

4 To know the date of elimination of the class or employment group, refer to the agreements.

TABLE C

PROFESSORS OTHER THAN FULL-TIME OR PART-TIME COLLEGE PROFESSORS

Class Title #	Class Titles	Reference Class Titles	Adjustment	Rule
C340[1]	Other Activities	C305 – Professor	Rate for step 1 divided by 1,826.3 multiplied by 1.97	Rounded to the nearest cent[2]
C399	Hourly Paid Professor, Class 16	C305 – Professor	Increase[3] granted for step 8	Rounded to the nearest cent[2]
C399	Hourly Paid Professor, Class 17 and 18	C305 – Professor	Average increase[3] granted for steps 10 and 12	Rounded to the nearest cent[2]
C399	Hourly Paid Professor, Class 19 and 20	C305 – Professor	Average increase[3] granted for steps 14 and 16	Rounded to the nearest cent[2]
C330	Aeronautics Instructor	C305 – Professor	Increase[3] granted for step 15	Rounded to the nearest dollar[4]
C393	Aeronautics Instructor – Overtime	C305 – Professor	Increase[3] granted for step 15	Rounded to the nearest cent[2]

1 The hourly rate includes remuneration owed as vacation time and statutory holidays.

2 When the decimal point is followed by three digits or more, the third digit and the following ones are removed if the third digit is lower than five. If the third digit is equal to or higher than five, the second digit is carried to the nearest higher unit, and the third digit and the following ones are removed.

3 The increases calculated from the reference step (step in time $_t$ / step in time $_{t-1}$) are rounded to four decimals.

4 When the decimal point is followed by one digit or more, the first digit and the following ones are removed if the first digit is lower than five. If the first digit is equal to or higher than five, the dollar is carried to the nearest higher unit, and the first decimal and the following ones are removed.

SECTION VII - MISCELLANEOUS PROVISIONS

APPENDIX VII - 1

CURRICULUM PLANNING

The Ministère agrees to maintain the current consultation procedures relating to pre-university programs and general education and to consult the FNEEQ (CSN) before modifying any of these procedures.

APPENDIX VII - 2

PROVISIONAL AUTHORIZATION OF PROGRAMS

The following provisions shall apply when a provisional program authorization is issued:

01. The Ministère shall notify the FNEEQ (CSN) six (6) months before the implementation of a provisional program authorization.

02. At the request of the FNEEQ (CSN), the provincial parties shall meet to discuss the impact of a provisional program authorization.

03. A provisional authorization for a program involves a maximum of three (3) cohorts and shall not exceed nine (9) years.

04. Resources allocated to the specific component of a program that has received provisional authorization shall not be counted in determining the number of positions at the College. Any position that may have resulted from these allocations shall therefore be deemed to be a full-time teaching load.

05. However, notwithstanding clause 8-5.09, for the duration of the training of each of the cohorts, and subject to sufficient enrolment:

    a) if for a subject in the specific component the allocation associated with the program that has received provisional authorization constitutes:

        - more than 0.25 FTE of the allocation of a position, it shall be filled as a full-time teaching load;

        - 0.25 FTE or less of the allocation of a position, it shall be filled as a position.

    b) for general education subjects in a program that has received provisional authorization, the positions shall be filled as positions, regardless of the fraction of the allocation associated with the program within the allocation of the positions in question.

06. If the provisional authorization becomes permanent, the professor who held a full-time teaching load as provided for in this appendix shall be deemed to have filled a position.

APPENDIX VII - 3

APPENDIX PERTAINING TO THE MODELS OF TEACHING ORGANIZATION

Field-test of models of teaching organization

01. After consulting the Commission des études and the departments involved and after having submitted the question to the Labour Relations Committee, the College may field-test models of teaching organization in order to improve access to college education.

    A field test follow-up is done with the departments concerned. The results of the field test as well as the opinions received during this period constitute elements that must be taken into account to adjust and improve the experimental teaching models.

02. At the request of one or the other of the parties, the provincial parties shall meet to discuss the difficulties involved in applying the collective agreement, in particular the allocation of resources and the calculation of the individual teaching load (CI).

Distance education projects

03. The following provisions shall apply when the College offers or aims to offer a program of study or part of a program of study through distance education (including bimodal teaching) in regular education or continuing education.

04. The College favours in-person teaching while recognizing that distance education can meet certain college education access needs. After consulting the Commission des études, the departments concerned and, if the College so wishes, the committee for the program in question, and after having submitted the matter to the LRC, the College may implement a distance education project in regular education.

    This consultation must take place at least six (6) months before the project implementation and shall focus, in particular, on assessing the relevance of the project, the needs it aims to meet as well as the impact on teaching and learning conditions.

    A follow-up of this field test must be completed with the Commission des études, the departments concerned and, if the College so wishes, the committee for the program in question within a reasonable time period following the implementation. The results of the field test as well as the opinions received constitute elements that must be taken into account to assess the relevance of continuing to offer the program or part of the program through distance education and to make the necessary adjustments.

Subsequently, at the request of the Commission des études, a department concerned or the committee of the program in question, a second follow-up shall be undertaken.

Moreover, any program of study or part of a program of study in distance education already implemented at the signing of the 2023-2028 collective agreement may be the subject of a follow-up if the Commission des études or a department concerned requests such a follow-up.

05. After consulting the Commission des études and the continuing education professors in the subjects concerned and after having submitted the matter to the LRC, the College may implement a distance education project in continuing education in order to improve access to college education for students going back to school while in the job market or who must balance family, work and studies.

This consultation must take place at least one (1) month before the project implementation and shall focus, in particular, on assessing the relevance of the project, the needs it aims to meet as well as the impact on teaching and learning conditions.

A follow-up of this field-test must be completed with the Commission des études and the continuing education professors in the subjects concerned within a reasonable time period following the implementation. The results of the field test as well as the opinions received constitute elements that must be taken into account to assess the relevance of continuing to offer the program or part of the program through distance education and to make the necessary adjustments.

Subsequently, at the request of the Commission des études or of the continuing education professors in the subjects concerned, a second follow-up shall be undertaken.

Moreover, any program of study or part of a program of study in distance education already implemented at the signing of the 2023-2028 collective agreement may be the subject of a follow-up if the Commission des études or the continuing education professors in the subjects concerned request such a follow-up.

06. At the request of one or the other of the provincial parties, the provincial parties shall meet to discuss the difficulties involved in applying the collective agreement, in particular the allocation of resources and the calculation of the individual teaching load (CI).

APPENDIX VII - 4

APPENDIX PERTAINING TO AN INTERROUND COMMITTEE REGARDING THE COMMISSION PÉDAGOGIQUE

5. An interround committee regarding the commission pédagogique shall be formed within one hundred and twenty (120) days following the entry into force of the collective agreement.

1. This committee is composed of two (2) representatives named by the FNEEQ (CSN) and two (2) representatives named by the Ministère and the Fédération des cégeps.

2. The mandate of this committee is to discuss the issues related to the commission pédagogique.

3. The work of this committee ends on December 31, 2026, at the latest.

APPENDIX VII - 5

APPENDIX PERTAINING TO ACADEMIC FREEDOM

All professors shall enjoy the freedoms of teaching, research and expression inherent in their role and responsibilities within a public institution of higher education; their rights shall not be affected by the College as long as these freedoms are exercised in compliance with their obligations to the College.

For greater clarity, these freedoms shall include in particular:

- the freedom to determine the essential knowledge and content to be taught, as well as the freedom to choose the educational approaches[1] and student assessment activities;

- the freedom to carry out research activities and to disseminate the results, as well as the freedom to perform and disseminate creative works;

- freedom of expression, which includes the freedom to criticize society, institutions, paradigms and opinions, laws, policies, regulations and public programs;

- the autonomy to determine his/her professional development activities.

These freedoms shall be exercised:

- with professionalism, discernment and intellectual rigour;

- taking into account the state of knowledge;

- in recognition by the professor of the importance of pursuing professional development inherent in the exercise of the activities involved in the teaching task. Such professional development shall be carried out in the following areas: subject, pedagogical, linguistic and digital areas;

- in mutual recognition and respect of the responsibilities vested in professors, departments, program committees, the College and the Ministère;

- in accordance with the civil code of Québec and other applicable laws, and while respecting the rights of others.

[1] Educational approaches “Orientation qui guide l’organisation de la situation pédagogique pour atteindre une ou plusieurs finalités.” [“Orientation that guides the organization of the pedagogical situation in order to achieve one or more outcomes.”] (*Dictionnaire actuel de l’éducation*, 3rd edition, Renald Legendre)

APPENDIX VII - 6

APPENDIX PERTAINING TO AN INTERROUND COMMITTEE ON RESEARCH

01. An interround committee related to research shall be implemented within one hundred and twenty (120) days of the signing of the collective agreement.

02. This committee shall be composed of two (2) representatives named by the FNEEQ (CSN), two (2) representatives named by the FEC (CSQ), one representative named by the Fédération des cégeps and one representative named by the Ministère de l'Enseignement supérieur.

03. The mandate of the committee is to document and assess specific issues for professors regarding research functions while taking into account, in particular, the impact and interaction of the job status with these functions.

04. The members of the committee shall produce a report to their respective party.

05. The work of the committee ends on June 15, 2027, at the latest.

SECTION VIII - LOCAL ISSUES

APPENDIX VIII - 1
EMPLOYMENT CONTRACT

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

Employment Contract

(name of CEGEP): _____

having its head office at: _____

retains the services of: _____

Address: _____

Telephone: _____

As a:

- ☐ Full-time professor
  - ☐ Available position
  - ☐ Assignable workload: clause 5-1.03
  - ☐ Substitute professor* (clause 1-2.14)
- ☐ Part-time professor
- ☐ Hourly paid professor

Teaching Load

a) The College retains the professor's services for the following subject or subjects:

_____

b) Part-time professor's teaching load:

_____

c) Number of periods for which the hourly paid professor is hired:

_____

d) The professor's teaching load shall be assigned in accordance with the provisions of the collective agreement.

☐ **Other activities (clause 6-1.04)**

Other activities: _____

_____

a) Number of hours: _____

b) Hourly rate: _____$

Reference salary based on experience and schooling

a) Salary category:

i) schooling: _____ ii) work experience: _____ iii) step: _____

Master's degree recognized for the purposes of remuneration: yes ☐

Doctorate: yes ☐

b) Initial salary: (year 20_____ - 20_____): $_____

Special provisions

* **The substitute professor is replacing:**

_____

(name(s) of the professor or professors replaced)

Expected date of return:_____

Other: _____

Group contract

The professor acknowledges that he/she was informed that the FNEEQ (CSN) collective agreement in effect is available on the website of the Comité patronal de négociation des collèges (CPNC) at the CPNC electronic address[1]. The parties declare their intention to submit the provisions of this employment contract to the provisions of the collective

[1] https//cpn.gouv.qc.ca

agreement governing the College and the Union which represents the professor in its employ.

Cumulation of employment (ref. Appendix II - 6)

Referring to the definition of full-time employment provided for in the collective agreement, check off one (1) of the following declarations:

☐ I hold full-time employment and, consequently, I shall hold dual employment.

☐ I do not hold full-time employment and, consequently, I shall not hold dual employment.

(Note: The cumulation of employment declaration may be made on a separate sheet according to local practices.)

Duration of the contract

The present contract is valid from _____ to _____

Signed at _____ on _____ 20 _____

_____ _____

For the College Professor

APPENDIX VIII - 2

LETTER OF AGREEMENT PERTAINING TO SENIORITY, GRIEVANCES AND ARBITRATION

In accordance with the agreement reached on September 5, 1989 between the Fédération des cégeps and the Fédération nationale des enseignantes et des enseignants du Québec (FNEEQ) (CSN), the College and the Union agree to the following with respect to the provisions related to Seniority, Grievances and Arbitration in Schedule A of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors:

On the effective date of the provisions negotiated and agreed upon at the provincial level with respect to the 1989-1991 collective agreement, the provisions that had been in effect until then in accordance with Schedule A, I - College Sector a), with respect to teaching personnel:

- 11e Seniority (subject to calculations for the purposes of relocation) shall be repealed and replaced, with the necessary adaptations, by the provisions negotiated and approved at the provincial level between the FNEEQ (CSN) and the CPNC.

- 22e Grievances and Arbitration (solely with respect to matters negotiated at the local level) shall be repealed and replaced by the provisions negotiated and approved at the provincial level between the FNEEQ (CSN) and the CPNC.

APPENDIX VIII - 3

LETTER OF AGREEMENT PERTAINING TO EVALUATION

01. The Fédération nationale des enseignantes et des enseignants du Québec and the Fédération des cégeps hereby recognize the importance of evaluating the teaching dispensed by professors.

02. Therefore, the federations encourage the parties to agree to elaborate, develop and implement formative evaluation procedures aimed at facilitating teaching tasks, integration and participation in department and college life, and to allow for the professional development of professors.

03. The federations also agree that such evaluation practices should describe the respective contributions of all participants, i.e. professors, departments, department coordinators, members of the Direction des études and students.

(Reproduction of the signed document)