
Collective Bargaining 2015

List of sectoral demands

October 30, 2014

**Alliance des syndicats des professeures et
des professeurs de cégep (ASPPC)**



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List of sectoral demands from the Alliance des syndicats des professeures et des professeurs de cégep (ASPPC).



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CONTENT

Theme 1 – Job precarity	5
<i>Continuing education</i>	5
<i>Working conditions</i>	5
Theme 2 – Teaching load and organization of work	6
<i>Complexification, over-burdening and splitting of the teaching load</i>	6
<i>Program coordination and life</i>	6
<i>Students with disabilities (SWD or SNS)</i>	7
<i>Family-work-training balance and parental rights</i>	7
<i>School-to-work transition</i>	7
<i>Customized training</i>	7
Theme 3 – Remuneration and inclusion in higher education	8
<i>Professional autonomy</i>	8
<i>Graduate studies and research</i>	8
<i>Professional development and resources necessary for the practice of teaching</i>	9
<i>Recognition of acquired competencies (RAC)</i>	9
<i>Double employment and additional teaching load</i>	9
<i>Remuneration and terms of payment</i>	9
<i>Professional membership dues</i>	10
Theme 4 – Consolidation of the system	11
<i>Resource allocation</i>	11
<i>Small cohorts</i>	11
<i>Allocation of costs provided for in the collective agreement</i>	11
<i>Distance education and teleteaching</i>	11
Theme 5 – Other demands relating to the organization of work	12

List of sectoral demands from the Alliance des syndicats des professeures et des professeurs de cégep

FEC-CSQ and FNEEQ-CSN

<i>Union recognition and administrative transparency</i>	12
<i>Grievances and conflict resolution</i>	12
<i>Internationalization</i>	12
<i>Years of schooling</i>	13
<i>Occupational health and leaves of absence</i>	13
<i>Other demands</i>	13
Complementary submission	14
Demands relative to the FEC collective agreement	15
Demands relative to the FNEEQ collective agreement	16
Glossary of acronyms used in this document	17
<i>LABOUR ORGANIZATIONS</i>	17
<i>OTHER ACRONYMS</i>	17

THEME 1 – JOB PRECARITY

Continuing education

- 1.1. Calculate in CI, up to a full-time load, the work performed in continuing education by the following professors and add resources accordingly:
 - those teaching in both continuing and regular education;
 - those teaching in a DEC program in continuing education;
 - those teaching full-time in continuing education.
- 1.2. Recognize course preparation and student supervision in the teaching load and remuneration of course lecturers in continuing education.
- 1.3. Affiliate continuing education professors, according to the subject they teach, with a department or program committee in regular education, or, in the absence of such committees, create formal mechanisms for disciplinary dialogue in continuing education, and add resources for remuneration and departmental coordination accordingly.
- 1.4. Apply the provisions respecting teacher selection in regular education to the continuing education sector.
- 1.5. Give course lecturers in continuing education access to the same leaves, sick day banks and professional development as non-tenured professors in regular education.
- 1.6. Ensure that professors in continuing education have access to the required materials available to facilitate their teaching (framework plans, course outlines, etc.), and do so in accordance with copyright laws.

Working conditions

- 1.7. Ensure that the College and Union agree on the rules for the assignment of multidisciplinary courses.
- 1.8. Specify that all courses taught must serve to create jobs in the discipline in which they are offered.
- 1.9. Expand the measures pertaining to job security and the rules for acquiring tenure.
- 1.10. Broaden access to the PVRWH, various leaves and acting assignments, while specifying a maximum time frame for the latter.
- 1.11. Improve the provisions concerning the hiring and contracting of non-tenured professors.
- 1.12. Integrate summer courses into regular education.

THEME 2 – TEACHING LOAD AND ORGANIZATION OF WORK

Complexification, over-burdening and splitting of the teaching load

- 2.1. Reduce the maximum CI value and add resources accordingly.
- 2.2. Increase the travel time calculation to reflect the real time required for travel and add resources accordingly.
- 2.3. Address the problems associated with long-term course preparation, notably those relating to orientation days, technological changes and new course preparation.
- 2.4. Identify means for reducing administrative duties.
- 2.5. Eliminate administrative follow-up and reporting associated with the recognition of work time (173 hours, FEC) and professional services rendered (173 hours, FNEEQ).
- 2.6. Institute a minimum release time for projects or activities, including research, and determine the length of release in weeks, on a semester basis.
- 2.7. Permit the deferral of availability in a greater number of situations.
- 2.8. Stipulate that departments are responsible for the mechanisms assuring the quality of teaching and program committees for those assuring the quality of the programs.
- 2.9. Set the parameters for the involvement and remuneration of professors in the matter of the recognition of course equivalency (REC).
- 2.10. Give the national meeting committee (CNR) the following mandate with respect to core education in technical programs:
 - review and report on the proportion of contributive subjects in technical training as compared to the situation before the reform;
 - propose solutions for enhancing core education and ensuring it an adequate place in technical programs, notably in the case of basic scientific training.

Program coordination and life

- 2.11. Establish provincial program and disciplinary coordination bodies to replace external accreditation agencies and the *Commission d'évaluation de l'enseignement collégial* (CEEC) and add resources.
- 2.12. Add resources for fieldwork and workshop coordination.
- 2.13. Add resources for participation in program development, implementation, evaluation and activities.

2.14. Add resources for program coordination and institute minimum thresholds.

Students with disabilities (SWD or SNS)¹

- 2.15. Add teaching resources to account for specific pedagogical activities required for students with disabilities (SWD/SNS).
- 2.16. Ensure that professors are advised prior to the start of the semester, or as early as possible, of the functional limitations of SWD/SNS enrolled in their class and see to it that departments agree on reasonable accommodation measures.
- 2.17. Establish a provincial inter-category parity committee to monitor the situation of SWS/SNS and formulate recommendations.

Family-work-training balance and parental rights

- 2.18. Strengthen the family-work-training reconciliation measures provided for in the collective agreement.
- 2.19. Improve the provisions in the collective agreement concerning parental rights, notably by clarifying certain of the clauses.

School-to-work transition

- 2.20. Put concrete measures in place to facilitate school-to-work transition and the transfer of expertise.

Customized training

- 2.21. Ensure that professors in customized training are subject to the collective agreement and covered by union accreditation and define their working conditions.

¹ The Quebec Human Rights and Youth Rights Commission recommends use of the term “Students with Disabilities” in the place of “Special Needs Students.”

THEME 3 – REMUNERATION AND INCLUSION IN HIGHER EDUCATION

Professional autonomy

- 3.1. Recognize the central role of professors in program and institution management, clarify the role of academic bodies (departments, program committees, academic councils, educational boards) in the college decision-making process, as provided for in the collective agreement, and strengthen the representation of professors within these bodies.
- 3.2. Introduce provisions pertaining to academic councils along the lines of those contained in the 2000-2002 collective agreement.
- 3.3. Strengthen departmental and program committee prerogatives in interpreting the application of institutional standards that have a potential impact on course outlines or program content.
- 3.4. Recognize disciplinary and pedagogical expertise and stipulate that only professors may perform all of the teaching activities that lead to graduation.
- 3.5. Recognize the academic freedom and freedom of opinion of CEGEP professors.
- 3.6. Guarantee intellectual property protection for professors with respect to all teaching, examination and other educational materials produced, particularly in regard to the recognition of acquired competencies and teleteaching, and safeguard the privacy and confidentiality of all communications (emails, Omnivox, telephone, etc.).
- 3.7. Specify that the College is required to reach agreement with the Union in the College/Union Meeting (RCS, FEC) or Labour Relations Committee (LRC, FNEEQ) prior to assigning to a third party any academic, administrative or educational functions or activities under the responsibility of the accreditation unit.

Graduate studies and research

- 3.8. Improve the conditions of access to steps 18 to 20 as well as the remuneration for professors with a master's or doctoral degree.
- 3.9. Set the terms relating to research activities and the appropriate working conditions for those engaged in research activities.

Professional development and resources necessary for the practice of teaching

- 3.10. Facilitate access to professional development, notably through improved funding, work schedule accommodations and substitutions in the case of periodic absences.
- 3.11. Supply professors with the individualized IT tools necessary for teaching.
- 3.12. Ensure professors have the necessary pedagogical tools at their disposal to exercise their profession in an adequate teaching environment.

Recognition of acquired competencies (RAC)

- 3.13. Specify that only professors can act as content specialists in their respective subjects, based on their disciplinary expertise.
- 3.14. Include duties associated with the recognition of acquired competencies (RAC), including the determination of subject content and selection of content specialists, in departmental functions and teaching loads and add resources accordingly.

Double employment and additional teaching load

- 3.15. Permit the calculation of an additional teaching load in the form of a CI credit that can be carried over to the following semester or year.
- 3.16. Define the notion of additional teaching load, promote access to substitution from the costs provided for that purpose in the collective agreement and set the parameters on course swapping.
- 3.17. Remunerate a professor who takes on the correction duties of an absent colleague.
- 3.18. Define the job priorities and rules to be followed in the case of substitution.
- 3.19. Provide for tighter mechanisms to oversee and curb double employment so as to ensure a better apportionment of the work.

Remuneration and terms of payment

- 3.20. Specify in clause 6-1.07 that the daily remuneration for statutory holidays and vacation periods is one two-hundred-and-sixtieth (1/260) of annual salary, regardless of the number of hours worked.
- 3.21. Extend accelerated promotion to the first ten (10) steps of the salary scale.
- 3.22. Eliminate the salary cuts resulting from the 27th pay instalment and the problems associated with the terms of salary payment.

Professional membership dues

- 3.23. Refund the full amount of professional dues in the case where membership in a professional order is required for a professor to exercise his or her teaching duties.

THEME 4 – CONSOLIDATION OF THE SYSTEM

Resource allocation

- 4.1. Tie the allocation of teaching resources to individual workload (CI) parameters.
- 4.2. Update the guarantees in appendices VIII-3 (FEC) and I-9 (FNEEQ) and modify them to facilitate auditing. Provide for access to national arbitration at the request of either national party.
- 4.3. Revise the CI formula for professors delivering courses where the weighted time-distribution is less than 3 to give them access to the NES parameter, and add resources accordingly.

Small cohorts

- 4.4. Solve the problems associated with small cohorts and declining enrolment in colleges and training centres by, for example, modifying the rules in Appendix S026.
- 4.5. Increase the set values in appendices VIII-2 (FEC) and I-2 (FNEEQ) by focusing in particular on teaching units that have undergone strong growth.

Allocation of costs provided for in the collective agreement

- 4.6. Eliminate the practice of double accounting.
- 4.7. Specify the procedure for calculating the percentage of the teaching load corresponding to a leave or an absence, including for professors on release time, and add resources accordingly.

Distance education and teleteaching

- 4.8. Frame and limit the development of distance education and teleteaching.
- 4.9. Take distance learning and teleteaching into account in the teaching load and add resources accordingly.

THEME 5 – OTHER DEMANDS RELATING TO THE ORGANIZATION OF WORK

Union recognition and administrative transparency

- 5.1. Increase the allocation for union-related duties provided for in clauses 3-2.28 (FEC) and 3-1.25 (FNEEQ). If the union allocation is not fully used in any given year, the unused portion shall be added to the following year's allocation.
- 5.2. Specify that the Union shall name any professor who sits on a committee, council, commission, etc. of the College, as well as on any subcommittee, working group, etc. formed thereof, and shall receive all documents relating to these bodies within a prescribed timeframe.
- 5.3. Explicitly recognize the right to union representation in all situations.
- 5.4. Stipulate the information to be provided by the College and ensure that it is sufficiently detailed and supplied in editable electronic format.
- 5.5. Ensure the Union receives all documents pertaining to the coordinators' meeting in advance.

Grievances and conflict resolution

- 5.6. Set out and detail the terms and procedures for suspension in the event of investigation or trial, particularly with regard to salary.
- 5.7. Abolish the "loser pays" principle for grievances involving psychological harassment.
- 5.8. Provide for mandatory mediation through the *Greffe de l'éducation* (arbitration board registry office for the education sector), using certified mediators, in all grievance cases filed for psychological harassment, unhealthy work environment, conflict or hyperconflict, the cost of which is to be covered by the ministry.
- 5.9. Amend the procedure for dispute settlement in the case of disability.
- 5.10. Introduce an order to safeguard clause.

Internationalization

- 5.11. Set guidelines on the development of international activities and define the appropriate working conditions for professors involved in the international activities of CEGEPs, both in Quebec and abroad.

Years of schooling

- 5.12. Update the evaluation of schooling guide and associated IT tools.
- 5.13. Amend the terms for the transmission of schooling-related documents between professors and the College or the CNR.

Occupational health and leaves of absence

- 5.14. Allow the vacation leave of professors on disability to be deferred to end of the disability period.
- 5.15. Stipulate that non-tenured professors have the right to disability benefits for the entire duration of their disability, including for semesters during which no teaching load is offered.
- 5.16. Improve the provisions relating to the conditions for return and gradual return to work.
- 5.17. Mandate the CNR to conduct an in-depth analysis on the issue of occupational health and to make recommendations to the national parties on the matter.
- 5.18. Include a short-term unpaid leave of absence in the collective agreement.
- 5.19. Clarify in clauses 5-8.04 (FEC) and 5-7.04 (FNEEQ) the terms and conditions for the return to work of a professor on leave for public office.
- 5.20. Stipulate in clauses 5-22.03 (FEC) and 5-15.03 (FNEEQ) that a professor can take full-time leave without pay several times during the course of his or her career.

Other demands

- 5.21. Add the equivalent of 1 FTE to each federation for participation in CNR activities.
- 5.22. Replace the term “clientele” by “student enrolment” or “student population.”
- 5.23. Define the terms and conditions of gradual retirement.
- 5.24. Update the list of subjects.
- 5.25. Specify that the five-day timeframe for correction is reserved exclusively for correction.

COMPLEMENTARY SUBMISSION

A complementary submission will follow this list of sectoral demands.

DEMANDS RELATIVE TO THE FEC COLLECTIVE AGREEMENT

- FEC - 1. Clarify Appendix VIII-4 concerning job priorities for the allocation of FTEs in columns A and B and ensure their use is presented separately in Article 8-6.00, and add resources for the former FAC unions (in line with demand 1.1 and in accordance with the injection of resources for retraining for former FEC unions, demand FEC – 2).
- FEC - 2. Inject resources for the original FEC unions that can be used for the purposes of retraining or obtaining a master’s degree (in line with demand 1.1 and in accordance with the injection of resources for FC for former FAC unions, as per demand FEC - 1).
- FEC - 3. Increase the provincial professional development fund (*Fonds de perfectionnement*) to a level equivalent to what it was prior to the integration of six new unions in the FEC (Clause 7-1.02).
- FEC - 4. Specify that all availability and obligations under the collective agreement are proportional to the individual teaching load (CI).
- FEC - 5. Modify Clause 5-3.06 to read as follows: “Accumulated seniority shall be lost through resignation, except in the case of the voluntary **transfer** of a professor to another college.”
- FEC - 6. Clarify Clause 3-2.13 by rewording it as follows: “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. The Union shall also reimburse the College the cost of fringe benefits (includes, at the time of signing, contributions by the employer to the Quebec Parental Insurance Plan, Quebec Pension Plan, Employment Insurance, Quebec Health Services Fund and *Commission de la santé et de la sécurité du travail*) incurred for the professor on release EXCLUSIVELY FOR THE RELEASES COVERED BY clauses 3-2.06, 3-2.09 or 3-2.11.”
- FEC - 7. Stipulate in Article 7-3.00 that a professor on leave without pay for professional development shall continue to accumulate experience as if he/she were at work.
- FEC - 8. Create local parity committees for the allocation of the FTEs in section 2 (portion attributable to projects in column B of Appendix VIII-2) and of the FTEs allocated for strategic planning support (column C of Appendix VIII-2).

DEMANDS RELATIVE TO THE FNEEQ COLLECTIVE AGREEMENT

- FNEEQ - 1. Abolish Appendix I-8.
- FNEEQ - 2. Remove chiropractic services as a compulsory element of the health insurance plan from the collective agreement.
- FNEEQ - 3. Make adjustments for the *Centre québécois de formation aéronautique* (CQFA) with regard to accelerated promotion.
- FNEEQ - 4. Update the conditions for movement up the salary scale for all professors at the *Centre québécois de formation aéronautique* (CQFA) by making Class IV accessible to professors who have attained Step 7 of Class III.
- FNEEQ - 5. Pay substitution and overtime hours to *Centre québécois de formation aéronautique* professors in the same way as is done for all CEGEP professors.
- FNEEQ - 6. Apply clauses 8-3.03 and 8-3.06 of the collective agreement pertaining to availability to CQFA teachers.
- FNEEQ - 7. Apply all approved amendments, *mutatis mutandis*, to the CQFA.
- FNEEQ - 8. Ensure *École des pêches et de l'aquaculture du Québec* (EPAQ) professors who hold a marine certificate, when this is a condition of hiring, receive the same salary bonus as is granted to *Institut maritime* professors.
- FNEEQ - 9. Stipulate that professors teaching in programs leading to a diploma of college studies (DEP) at EPAQ are covered by the collective agreement.

GLOSSARY OF ACRONYMS USED IN THIS DOCUMENT

LABOUR ORGANIZATIONS

CSN: Confédération des syndicats nationaux

CSQ: Centrale des syndicats du Québec

FEC-CSQ: Fédération des enseignantes et enseignants de cégep

FNEEQ-CSN: Fédération nationale des enseignantes et des enseignants du Québec

OTHER ACRONYMS

CCT: Comité consultatif sur la tâche (*Advisory committee on teaching workloads*)

CCTT: Centre collégial de transfert de technologie (*College technology transfer centre*)

CEEC: Commission d'évaluation de l'enseignement collégial du Québec (*Quebec college teaching evaluation board*)

CI: Charge individuelle (*Individual teaching load*)

CId: Charge individuelle liée au temps de déplacement (*Individual teaching load for time spent travelling between teaching areas*)

CNR: Comité national de rencontre (*National meeting committee*)

CPNC: Comité patronal de négociation des collèges (*College management negotiating committee*)

CQFA: Centre québécois de formation aéronautique

DEC: Diplôme d'études collégiales (*Diploma of college studies*)

DEP: Diplôme d'études professionnelles (*Diploma of college studies*)

EPAQ: École des pêches et de l'aquaculture du Québec

FTE: Full-time equivalent

LRC: Labour Relations Committee (FNEEQ)

QPIP: Quebec Parental Insurance Plan

RAC: Recognition of acquired competencies

RCS : Rencontre Collège Syndicat (FEC) (*College/Union Meeting*)

REC: Recognition of course equivalency

SNS: Special Needs Students

SWD: Students with Disabilities (new designation for Special Needs Students)