



Gouvernement du Québec
Ministère
de l'Éducation

ENTENTE CONCLUDED BETWEEN

on the one hand:

The Employer Bargaining Committee
for Colleges

and on the other hand:

The Castel of Professionals of Dawson
College and John Abbot College

By virtue of the provisions of chapter 14
of the Statutes of Québec, 1978. (Bill 55).

1979-1982

CENTRE DE DOCUMENTATION

D. G. P. R.





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AGREEMENT
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LE COMITE PATRONAL DE NEGOCIATION DES COLLEGES

AND

LA FEDERATION DES PROFESSIONNELS DES CEGEPS ET
COLLEGES (C.E.Q.)

In accordance with the provisions of Chapter 14
of the Lois du Québec, 1978.

1979-1982

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CHAPTER 1-0.00 DEFINITIONS

Section 1-1.00 Definitions

1-1.01 College

The General and Vocational College.....

.....instituted under the General and Vocational Colleges Act (1966/1967, Chapter 71) or under the "Loi du Collège Régional du Saguenay-Lac St-Jean" sanctioned on June 19, 1975 (Act 91).

1-1.02 Government

The Government of Québec.

1-1.03 Minister

The Minister of Education

1-1.04 Employer Negotiating Party

The negotiating party such as defined in the "Loi sur l'organisation des parties patronales et syndicales" for the purpose of collective negotiations in the sectors of education, social services and governmental bodies (L.Q., 1978, c.14).

1-1.05 Union Negotiating Party

The union negotiating party such as defined in the "Loi sur l'organisation des parties patronales et syndicales" for the purpose of collective negotiations in the sectors of education, social services and governmental bodies (L.Q., 1978, c.14).

1-1.06 Union

"L'Association des professionnels du Collège," as accredited.

1-1.07 The Parties

The College and the Union.

1-1.08 Professional

Any person who performs the duties defined in the classification plan and who has the qualifications required by this plan or equivalent qualifications.

1-1.09 Regular Professional

Professional engaged as such by the College in a manner other than provisionally.

1-1.10 Temporary Professional

Professional engaged as such by the College, in a provisional manner; such professional shall be a substitute or supernumerary.

1-1.11 Temporary Substitute Professional

Professional engaged by the College to substitute for an absentee professional according to the provisions of this agreement, for the term of the absence.

1-1.12 Temporary Supernumerary Professional

Professional engaged by the College when there is a surplus of work in one or several positions or for professional work that is performed provisionally at the College; however, such work shall not exceed ninety (90) continuous working days, unless the parties agree to the contrary before the period of engagement expires.

1-1.13 Full-time Professional

Professional who works the number of hours stipulated in this agreement for one regular workweek.

1-1.14 Part-time Professional

Professional who works fewer hours per week than those stipulated in this agreement for a regular work week.

1-1.15 Grievance

Any disagreement respecting the application or interpretation of this agreement.

1-1.16 Year of Experience

A period of twelve (12) working months on a full-time basis or the equivalent time in the service of an employer, recognized according to the provisions of this agreement.

1-1.17 Year of Service

Any period of twelve (12) complete months in the employ of the College cumulated either on a full-time or part-time basis.

1-1.18 Class

A division of the salary scale to which the professional shall be assigned under the provisions of Chapter 6-0.00 of this agreement.

1-1.19 Grade

A subdivision of the salary scale to which the professional is assigned under the provisions of Chapter 6-0.00 of this agreement.

1-1.20 Salary

Annual remuneration to which a professional is entitled according to his salary scale as stipulated in Chapter 6-0.00 of this agreement and the provisions for its application.

1-1.21 Salary for One Working Day

Salary divided by two hundred sixty (260).

1-1.22 Working Days

For each professional considered individually: the days of his workweek are those defined in Section 8-1.00. For purposes of the delays stipulated in this agreement:

Monday to Friday inclusively with the exception of legal holidays stipulated in this agreement or decreed by civil authority are working days.

1-1.23 Grading

Assignment of a class and a grade in the salary scale to a professional.

1-1.24 Classification

Assignment of an employment category to a professional.

1-1.25 Position

All the duties which are assigned to a professional and which are included in the general definition of an employment category. In exceptional instances, a position may include duties found in the general definition for two different employment categories. Subject to the provisions respecting employment security, each regular professional is given a position.

1-1.26 Vacant Position

A position that has no incumbent or that has not been abolished under the provisions of this agreement.

1-1.27 Transfer

Assignment of a professional from one employment category to another professional employment category.

1-1.28 Assignment

Position assigned to a professional.

1-1.29 Active Service

Period during which a professional has received actual remuneration from the College following performance of work or an authorized absence with pay as stipulated in this agreement, or a leave obtained in accordance with Clause 8-6.18 or 8-6.22. Absences during which a professional receives benefits under the salary insurance plan (except during vacations as stipulated in Clause 8.6-14), unemployment insurance (except during maternity leave) or the Workman's Compensation Act are not included in active service.

1-1.30 Classification Plan

Document issued by the employer negotiating party and dated June 7, 1976.

1-1.31 Trainee

A person completing his practical studies or the training required of candidates in certain professions and who fulfill this academic requirement at the College.

CHAPTER 2-0.00 JURISDICTION

Section 2-1.00 Scope

2-1.01 This agreement applies to professionals engaged by the College as employees within the meaning of the Labour Code and included in the negotiating unit in accordance with the certificate of accreditation issued to the Union.

The personnel officer, however, shall be excluded from the scope of this agreement.

2-1.02 This agreement is applicable by Campus when a certificate of accreditation has been issued to a Campus.

2-1.03 This agreement also applies to part-time professionals. However, unless the agreement expressly provides for different stipulations, the following benefits shall apply on a percentage basis for regular working hours:

- salary;
- vacations;
- health insurance plan
- life insurance plan
- salary insurance plan
- pension plan

2-1.04 The temporary substitute professional is covered by this agreement with the exception of the following provisions:

- leave for union activities longer than one (1) week (Chapter 3-0.00);
- professional development leave longer than one (1) week (Chapter 7-0.00);
- parental rights except those expressly stipulated in Section 8-6.00;
- leave without pay longer than one (1) week (Section 8-7.00);
- leave for professional activities (Section 8-8.00);
- leave for public office(Section 8-9.00).

2-1.05 The temporary supernumerary professional is covered by this agreement with the exception of the following provisions:

- leave for union activities (Chapter 3-0.00);
- professional development leave (Chapter 7-0.00);
- annual vacations (Section 8-4.00); for the purpose of vacations, these professionals shall be entitled to eight percent (8%) of the salary earned;
- parental rights except those expressly stipulated in Section 8-6.00;
- leave for professional activities (Section 8-8.00);
- leave for public office(Section 8-9.00);
- group insurance plan (Section 8-16.00).

Section 2-2.00 Recognition

- 2-2.01 The College recognizes the Union as the exclusive representative of the professionals comprising the negotiating unit for the purpose of negotiating and signing a collective labour agreement and for the purpose of enforcing this collective agreement.
- 2-2.02 The Union recognizes the College's right to direct, administer and manage, subject to the provisions of this agreement.
- 2-2.03 The Union alone is entitled to name one or more professionals to a College committee if the said professional(s) represent(s) all of the professionals or a group of professionals affected by the committee's work, unless the Act or collective agreement states otherwise.
- 2-2.04 No special agreement between a professional and the College may, as a result, change the provisions of this agreement, or add to it or diminish it in any way whatsoever.
- 2-2.05 The parties recognize that the employer negotiating party and the union negotiating party are entitled to deal with any question concerning the application or interpretation of the provisions of this agreement, without limiting the rights of the parties recognized in this agreement. This in no way results in recognition of the employer negotiating party's or the union negotiating party's right to grievance and arbitration.
- 2-2.06 To apply the provisions of the preceding Clause the representatives of the union negotiating party may request, in writing, to meet with the representatives of the employer negotiating party.
- The latter are required to receive the union representatives within ten (10) working days of the request.

In the same manner, the representatives of the employer negotiating party may request, under the same conditions and for the same purposes, to meet with the representatives of the union negotiating party.

Any agreement concluded after the signing of this collective agreement between the employer negotiating party and the union negotiating party which, as a result, add to, diminish or amend this agreement, shall come into force when the parties sign this agreement.

- 2-2.07 Neither the College nor the Union may directly or indirectly threaten, coerce, discriminate or make unjust distinctions against a professional because of his race, ethnic or social origin, nationality, religion, sex, sexual preference, opinions, political convictions, language, marital status, age, or a physical handicap, nor may it impede the exercise of any right or the accomplishment of any obligation which shall be recognized to him or imposed upon him by this agreement or the Act.

Section 2-3.00 Local Arrangements

- 2-3.01 Only the Clauses of the agreement which make special mention of it may be amended through local arrangement.
- 2-3.02 Until the parties have replaced these Clauses with new provisions established in accordance with these stipulations, any Clause set forth in this agreement shall be in force.
- 2-3.03 As soon as one of the parties intends to replace one or more of the Clauses of this agreement respecting local arrangements, it shall advise the other in writing within the days specifically stipulated if such is the case.
- 2-3.04 The local arrangement shall be negotiated and accepted by the parties within sixty (60) days of the notice as stipulated in 2-3.03. Any section thus amended must be written, signed and submitted in compliance with Section 60 of the Labour Code. Moreover, the date of application of this arrangement must be clearly and precisely specified.
- 2-3.05 Any local arrangement may be cancelled or replaced only by a local arrangement, which must meet the requirements of Clause 2-3.04 of this agreement.
- 2-3.06 This section may not give rise to the right to strike or to a lock-out.

CHAPTER 3-0.00 UNION PREROGATIVES

Section 3-1.00 Union membership

- 3-1.01 Any professional who is a member in good standing of the Union at the moment the agreement is signed, and all others who subsequently become members, must maintain their membership in the Union for the duration of the agreement as a condition of their employment.
- 3-1.02 Any new professional must sign a Union membership form at the time he is hired as a condition of his employment.
- 3-1.03 However the College is not required to dismiss a professional in the event that the Union should revoke his membership. However, in this case the professional would continue to be subject to the provisions of Section 3-2.00 of the present agreement concerning the payment of union dues.

Section 3-2.00 Union dues

3-2.01 The College shall withhold from the remuneration of each professional covered by the present agreement, whether or not the professional is a member of the Union, an amount equal to Union membership fee as established by the Union.

3-2.02 For the purpose of collecting Union dues, the Union shall send the College written notification of:

a) the amount of the fee;

b) the number of pay periods from which such dues are to be deducted;

The membership fee is to be deducted starting at the time determined by the Union. However, the College is not required to make this deduction before the thirtieth day following receipt of the notification.

Within the first ten (10) working days of each month, the College shall send the Union a cheque for the amounts deducted during the preceding month, together with a detailed statement of the dues collected.

The detailed statement shall set out the name and given name of each professional, his salary, the proportion of his salary paid at each pay period, including as appropriate any supplementary remuneration the amount of the individual Union membership fee deducted, together with the overall total. It is agreed between the parties under the terms of section 4-2.00 that the detailed statement may also provide other information.

3-2.03 When one of the parties involved asks the labour-commissioner general to rule on whether a person is included in the bargaining unit, the College shall continue to withhold the Union membership fee and to pay it to the Union for that person thought to be included in the bargaining unit. If, as decided by the labour-commissioner general, that person does not remain included in the bargaining unit, the Union repay that person the amount received starting from the date of the decision.

In the event that the Labour Commissioner should decide that a person thought not to be included in the bargaining unit should be included therein, the provisions of section 3-2.00 apply as of the date of the decision.

3-2.04 For the purposes of the present section, the Union acknowledges that the College's responsibility is limited simply to that of collecting agent.

3-2.05 The College shall record the total amount of union dues paid by a professional on his T-4 and TP-4 slips for that tax year.

Section 3-3.00 Union delegate

- 3-3.01 The Union shall appoint a professional employed by the College to be its Union delegate and shall inform the College in writing of the name of its delegate at the time of his appointment and whenever he should be replaced.
- 3-3.02 The Union shall appoint a substitute union delegate and inform the College in writing accordingly. The substitute shall replace the Union delegate should the latter be unable to perform his duties.
- 3-3.03 The Union may appoint a delegate and a substitute for each campus and for the location mentioned in annex L.
- 3-3.04 The Union delegate shall act as advisor to professionals in the application of the rights granted to them in the present agreement.
- 3-3.05 After notifying his immediate superior, a Union delegate may leave his work without loss of salary or reimbursement by the Union to accompany a professional during the drawing up of a grievance, during its presentation or during the discussion of the grievance with the College representative, or to attend a meeting as provided for in section 4-2.00, or one convened by a representative of the Collège.
- 3-3.-6 The Union delegate or his substitute may, upon receipt of a written notice from the Union ten (10) days in advance, leave his work without loss of salary but with reimbursement by the Union, to attend training sessions organized by the C.E.Q. or the F.P.C.C. Such notice must indicate the duration of the session, its nature and its location.

Section 3-4.00 Local Union Activity.

- 3-4.01 The petitioner, the Union delegate and witnesses involved in arbitration shall be released without loss of salary or reimbursement by the Union, after they have given notice to their immediate superior. However, the witnesses shall be freed only for the time that their presence is required by the chairman of the arbitration board.
- 3-4.02 A professional may absent himself from work to discuss his grievance with the College representative after he has notified his immediate superior, without loss of salary or reimbursement by the Union, for the length of time that his presence is required for that purpose.
- 3-4.03 Any member of the Union executive may leave his work without loss of salary or reimbursement by the Union in order to attend a meeting with College representatives.
- 3-4.04 Any member of a commission or a committee provided for in the present agreement may leave his work, after giving written notice to his immediate superior, without loss of salary or reimbursement in order to attend any meeting of this board or committee.
- 3-4.05 The College acknowledges the right of the President and/or the Secretary of the Union to deal with Union matters during working hours in the cases provided for in this agreement, without loss of salary or reimbursement by the Union. Advance notice must be given to the immediate superior indicating the absence of the Union officer in question and the location where the officer may be found.
- 3-4.06 The negotiating parties are in agreement on the principle of Union release for professionals, without loss of salary or reimbursement by the Union, for the purpose of negotiating local arrangements. The number of professionals to be released and the technicalities of their release are to be determined by the local parties under the terms of the procedures set out in section 4-2.00.

Section 3-5.00 Leave for Provincial Union Business

3-5.01 Any official Union delegate may, after making a written request to the Union five (5) days in advance, leave his work without loss of salary or reimbursement by the Union to attend the C.E.Q. Convention, the C.E.Q. General Council or the General Council or Office of the Fédération des professionnels des CEGEP et des Collèges (F.P.C.C.).

The written requests stipulated in the preceding paragraph must indicate the name(s) of the person(s) for whom leave of absence is requested, and also the nature, the duration and the location of the Union activity in question.

3-5.02 The provisions of clause 3-5.01 apply to professionals who are members of the National Bureau of the C.E.Q. or of the executive of the F.P.C.C., on condition that the organization concerned takes responsibility for reimbursement.

3-5.03 If a professional obtains a Union position at the provincial level such that he requires to be released, the College, upon receipt of a written request to this effect twenty-one (21) days in advance, shall free the professional with salary, this to be reimbursed by the organization concerned. This leave is automatically renewable from year to year for the duration of the term.

3-5.04 When a professional is appointed to act as Union arbitrator as provided for in section 9-2.00, he shall be released with salary to be reimbursed by the organization concerned, on receipt by the Collège of a written request to this effect five (5) working days in advance.

3-5.05 A professional who has been released under the terms of clause 3-5.03 may resume his duties:

- a) with advance notice of twenty-one (21) days if his provincial Union position is elective;
- b) with advance notice of one (1) month if his provincial Union position is not elective.

3-5.06 Any professional who obtains a non-elective Union position such that he requires full or partial release from his weekly duties for more than one (1) month, shall be released without salary after sending notice to this effect thirty (30) days in advance. This release is automatically renewable upon notification.

However, any professional who obtains a Union position such that he requires full or partial release from his weekly duties for a period of less than twenty (20) working days, shall be released with salary, this to be reimbursed by the organization concerned, after sending notice to this effect seven (7) days in advance.

3-5.07 As reimbursement of salary as provided for in this section, the Union shall pay the College for each working day's leave of absence without loss of salary a sum equal to one two-hundred-and-sixtieth (1/260th) of the salary of the professional concerned.

3-5.08 The sums to be paid by the Union to the Collège as reimbursement of salary shall be paid within ninety (90) days after the College has sent the Union a detailed statement, indicating the Union activity concerned, the name(s) of the professional(s) absent, the duration of their absence and the amount of the salaries to be reimbursed.

3-5.09 A professional who has been freed under the terms of this section shall retain the title of professional and all the rights and benefits that he would enjoy if he were on duty.

3-5.10 The work schedule of a professional who has been freed under the terms of this section shall in no way be changed as a result of his having been released, unless there is an agreement between the parties in accordance with the procedures set out in section 4-2.00.

3-5.11

The negotiating parties agree on the principle for granting leave for union activities for professionals for the period covered by this negotiation, without loss of salary or reimbursement by the Union or the Union negotiating party. The number of professionals on leave of absence and the conditions for such absence are then decided upon by the parties concerned.

Section 3-6.00 Right of Assembly, Posting and Distribution

- 3-6.01 The Union has the right to hold meetings of College professionals on the premises of the College after it has given prior notice. The use of the premises for this purpose shall be free of charge unless any additional expenditure should be incurred as a result of the meeting.
- 3-6.02 The College shall make available without charge a furnished office which the Union may use for secretarial purposes. The equipping of this office is to be determined by agreement between the parties in accordance with the procedures set out in section 4-2.00.
- 3-6.03 The Union may post in appropriate places which are mutually acceptable and which are reserved exclusively for this purpose any notices, bulletins or documents of interest to its members.
- 3-6.04 The Union may distribute any document to the professionals. Furthermore, in conformity with the College policy, the Union may have any document which concerns the professionals and which is addressed to them distributed by the personnel which normally performs this task. The Union may also use the normal College service for the internal distribution of mail.
- 3-6.05 Clauses 3-6.01, 3-6.02, 3-6.03 and 3-6.04 may be replaced by other provisions in accordance with the procedure set out in section 2-3.00 of this agreement.

CHAPTER 4-0.00 PARTICIPATION

Section 4-1.00 Information

- 4-1.01 The College shall give the Union, by September 30 of each year at the latest according to the data of the preceding September 1, two (2) copies of the list of professionals, indicating the following information for each of them:
- a) name and first name;
 - b) date of birth;
 - c) civil status;
 - d) sex;
 - e) nationality;
 - f) address;
 - g) social insurance number;
 - h) telephone number;
 - i) date of commencing service;
 - j) classification: class, grade;
 - k) salary;
 - l) status: regular, preferential, guaranteed, temporary substitute, temporary supernumerary, full-time or part-time;
 - m) employment category;
 - n) department to which he is attached;
 - o) accumulated number of days vacation to preceding May 31;
 - p) amount of sick-leave credit remaining on preceding July 1;
 - q) for the part-time professional, the number of hours on his weekly schedule.

However, should the present agreement be the first collective agreement signed by the parties, the College shall give the Union the list within forty-five (45) days of signing the agreement.

- 4-1.02 Each month the College shall give the Union written notice of any change made in the list set out in clause 4-1.01.
- 4-1.03 Within forty-five (45) days of signing the present agreement, the College shall give the Union information for each professional concerning the studies he has completed and the experience he has acquired.
- 4-1.04 The College shall send the Union, by September 30 at the latest each year, a list of the supervisory and management personnel that it employs, together with a list of members of board of directors and of the executive committee of the College.
- 4-1.05 The College shall send the Union two (2) copies of any document concerning the present collective agreement and of any directive or document of a general nature that it may send to the professionals as a whole or to a group of them.

Furthermore it shall send the Union two (2) copies of any agreement signed by the College and a professional or a group of professionals, if this agreement deals with a subject provided for in the present collective agreement.

- 4-1.06 The College shall provide the Union, within thirty (30) days of their being formed or changed, the complete list of members of all College committees or commissions on which professionals are present.

In addition, the College shall provide a complete list of all committees and boards set up by the College with responsibility for defining the general objectives of the College.

4-1.07 The College shall send the Union the letter of notice, the proposed agenda and the minutes for all meetings, together with any related documents, that they receive from the secretaries of the committees and boards mentioned in the present collective agreement.

The proposed agenda must indicate every point that the members of the committee or of the board wish to have discussed, and be posted for the attention of all professionals.

This shall not prevent the members of the committee or of the board from changing the proposed agenda in accordance with the normal rules of procedure.

4-1.08 The College shall give the Union:

- a) the information indicated in clause 5-1.01;
- b) the list of seniority in accordance with the provisions set out in clause 5-2.07.

4-1.09 The Union shall give the College the list of members of its executive committee.

4-1.10 The College shall as soon as possible send the Union the minutes of the meetings of its board of directors.

Section 4-2.00 Labour Relations Committee

- 4-2.01 Unless there should be provisions to the contrary, the parties acknowledge that any agreement or discussion about a subject covered by the present section, or about a matter relating to the application and interpretation of the present collective agreement, or about a matter which may maintain, improve or develop labour relations, must be conducted in accordance with the procedure described hereafter.
- 4-2.02 Within thirty (30) working days of signing the present agreement, and whenever they are replaced subsequently, each party shall appoint three (3) representatives to represent them, and shall notify the other party by letter.
- 4-2.03 An agreement cannot in any way change the present collective agreement or add to or subtract from it in any way, and binds the professional concerned, the Union and the College. However, the professional is not bound by an agreement in the event of a dismissal.
- 4-2.04
- a) The Union president or substitute may convene College representatives by sending written notice to a representative designated by the College, indicating the subject or subjects to be discussed.
 - b) The College representative may convene the Union representatives by sending written notice to the Union president indicating the subject or subjects to be discussed.
 - c) The convening party shall send with the written notice any documents which it possesses and which it considers relevant to the discussion.
- 4-2.05 A professional whose case is to be discussed at a meeting as prescribed in the present section will be sent prior written notification by the College. If he should so wish, the professional may speak at this meeting and be accompanied by the Union delegate.

4-2.06

The College must convene the Union in accordance with the procedure set out in the present section before taking any decision on the following subjects:

- a) a trainee employee's project, the content of his work and the supervision of his activities;
- b) the non-rehiring of a regular professional as described in clause 5-1.03;
- c) the abolishment of a position;
- d) excess personnel as discussed in section 5-4.00;
- e) the transfer of a professional as discussed in section 5-8.00;
- f) changes in administrative structures;
- g) any exception to the exclusivity of the services of a professional during his normal working hours;
- h) major changes made in the duties assigned to a professional;
- i) the temporary assignment of a professional to a management or professional position;
- j) the procedure for grade advancement as discussed in clause 6-6.06;
- k) the distribution of statutory holidays in accordance with section 8-3.00;
- l) leave of absence without salary as discussed in section 8-7.00;
- m) leave of absence without salary to assume public office, as discussed in section 8-9.00;
- n) displacement expenses as discussed in section 8-13.00;
- o) parking conditions as discussed in section 8-14.00.

- 4-2.07 The parties must arrive at a written agreement within seven (7) working days of the notice of convocation, or within a longer period if the parties agree in writing.
- 4-2.08 If no agreement should be reached, the Collège shall send the Union and the professional involved if there is one written notification of its decision, giving reasons, within ten (10) working days after the expiry of the delay stipulated in clause 4-2.07. Moreover, the College does not have to inform individually every professional concerned by a decision of a collective nature.
- However, in exceptional circumstances such as decisions involving other categories of personnel, the College is allowed a longer period in which to communicate its decision.
- 4-2.09 In all clauses where specific mention is made that it is agreed by both parties under the terms of the procedures set out in section 4-2.00, clause 4-2.08 shall not apply in the event of disagreement.
- 4-2.10 Before taking a decision concerning the abolishment of a position, the College shall in writing notify the Union, at the time of the convocation, of the reasons justifying this abolishment and the solution(s) that they intend to apply.

Section 4-3.00 Educational and Professional Activities

4-3.01 The negotiating parties are in agreement on the principle of participation by professionals in collective professional activities during working hours.

The dates set for these activities, and their duration, shall be determined by agreement between the parties in accordance with the procedures set out in section 4-2.00.

4-3.02 Professionals may, when the College organizes professional development days, participate fully in activities and submit projects of a professional nature that they would like to have discussed.

4-3.03 Clauses 4-3.01 and 4-3.02 may be replaced by other provisions under the terms of the procedure for local arrangements set out in section 2-3.00 of the present agreement.

Section 4-4.00 Academic Council

- 4-4.01 Within forty-five (45) days of the signing of this agreement, the Union may designate two (2) representatives to be appointed by the College to the College Academic Council, constituted under the provisions of the General and Vocational Colleges Act (1966/1967, Chapter 71 and its amendments) and under the provisions of the "Loi du Collège régional du Saguenay-Lac St-Jean" ratified June 19, 1975 (Bill 91).
- 4-4.02 The Academic Council's mandate is that which applies to the College teaching personnel.
- 4-4.03 The Union may place on the agenda any question falling within the mandate of the Academic Council.

CHAPTER 5-0.00 JOB SECURITY

Section 5-1.00 Hiring, Termination of Employment

- 5-1.01 When the professional is hired by the College, the College must provide him with written notification of the following points:
- a) his status: regular, guaranteed, preferential, part-time, full-time, temporary substitute or temporary supernumary;
 - b) the employment category to which he belongs;
 - c) his salary, his class and his grade at the moment of commencing his duties;
 - d) the department to which the position is attached;
 - e) the effective date of commencement of duties;
 - f) the campus to which he is assigned, if applicable.

The College shall send the Union a copy of this information together with information concerning studies completed and experience acquired.

- 5-1.02 When the professional is hired the College shall give him a copy of the present agreement. Similarly the professional must provide proof of his qualifications and his experience.

If the professional is unable to provide such proof, he shall give the College a sworn statement reaffirming his qualifications and experience.

- 5-1.03 The College will evaluate the regular professional who has been newly hired or newly included in the unit of certification during an initial period of six (6) months of continuous service or the equivalent for a regular professional working part-time. If the College decides to terminate the engagement of the professional concerned during this period, it must send him notice of intent not to rehire at least one (1) month before the end of this initial period.

The regular professional who does not receive notice of non-reengagement in accordance with the terms of the preceding paragraph shall be evaluated during a second period of six (6) months continuous full-time service or the equivalent for the regular professional working part-time. If the College decides to terminate the engagement of the professional concerned, it must send him notice of non-reengagement at least one (1) month before the end of this second period.

The professional may not file a grievance over his non-reengagement as a result of his evaluation.

- 5-1.04 For the purposes of application of this section, a professional who, at the date of signature by the parties of the present collective agreement, has completed at least ten (10) months of continuous service or the equivalent but less than seventeen (17) months of continuous service or the equivalent, is considered at that date as having completed the fourth month of continuous of the second evaluation period stipulated in clause 5-1.03.

Furthermore a professional who, at the date of signature by the parties of the present collective agreement, is covered by clause 5-1.06 of the collective agreement for 1975-79, is considered for the purposes of application of clause 5-1.03 as being in his second evaluation period.

- 5-1.05 a) If the College decides to terminate the employment of a temporary supernumary professional, it must give him notice at least two (2) weeks before the end of his period of employment unless the duration of his employment was fixed at the time he was hired.
- b) The employment of a temporary substitute professional is terminated automatically when the replaced professional returns or after prior notice of two (2) weeks.

In the case of a replacement of more than three (3) months duration, the College shall give prior notice of two (2) weeks before the termination of his employment.

- 5-1.06 A professional may terminate his employment at any time upon submission of written notice to the College at least thirty (30) days before his departure.

5-1.07 The temporary supernumary professional and the temporary substitute professional are not subject to the provisions of clause 5-1.03.

However, in the case where a temporary substitute professional becomes a regular professional, the time worked without a break from the time of commencing employment as a temporary substitute professional in the position that he obtains as a regular professional counts for the purposes of the initial periods of engagement as described in 5-1.03.

5-1.08 A professional who has completed the initial engagement periods and who temporarily holds a different position from his own shall retain his status and the rights associated with it.

5-1.09 A professional may choose to belong to a professional association, except in cases where the right to practice is linked with membership to such an association and is a condition for retaining his employment.

Section 5-2.00 Seniority

- 5-2.01 For the purposes of application of the present agreement, seniority shall mean the period during which a professional has been effectively and continuously in the employ of the College or of an institution to which the Collège succeeded, or of any institution from which he may have been transferred under the terms of one of the following protocols:
S.P.E.Q. or S.F.P.Q. Seniority shall be calculated in accordance with the provisions of this section.
- 5-2.02 A professional employed by the College on June 30, 1975 shall retain the seniority already acquired up to that date according to the method of calculation used at the Collège at that time.
- 5-2.03 For the purposes of the present agreement, seniority shall be calculated in the following manner from July 1, 1975:
- a) for a full-time professional: the number of years, months and days in the employment of the Collège as a professional;
 - b) for the part-time professional: in the same manner as for a full-time professional but on a pro rata basis for the number of regular hours worked.
- 5-2.04 Seniority shall continue to accumulate:
- a) during leave for Union activities as provided for in chapter 3-0.00;
 - b) during a period of stand-by duty.
 - c) while the professional is suspended;
 - d) during educational leave awarded awarded under the terms of the present agreement;
 - e) during the temporary holding of a supervisory or management position at the College;
 - f) during leaves, as stipulated in section 8-6.00;

- g) during leaves for professional activity as provided for in section 8-8.00.
- h) during the first twenty-four (24) months of a period of disability;
- j) during an absence due either to an occupational accident or to an industrial disease, these having been recognized as such by the Workmen's Compensation Board.

5-2.05 Seniority shall not accumulate but shall remain to the professional's credit:

- a) during a period when the professional has been laid off;
- b) during leave without salary other than those provided for in clause 5-2.04 h);
- c) during leave for holding public office;
- d) after application of the provisions of clause 5-2.04 h).

5-2.06 Seniority shall be lost:

- a) when the professional resigns;
- b) after non-reengagement;
- c) when the professional is dismissed.

5-2.07 On September 30 of each year, at the latest, the College shall post a seniority list of the professionals covered by the present agreement, as determined on the preceding June 30. A copy of this list shall be sent to the Union at the same time that it is posted. During the period of posting, the Union or any professional may lodge a grievance to contest the seniority of a professional.

At the end of the posting period, seniority shall become official except in cases where it is been disputed. The corrections regarding seniority shall only come into effect as of the date the grievance was filed. Thereafter, no other correction may be made with respect to professional's seniority before the next posting period.

5-2.08 The seniority of a professional who is declared by the labour commissioner or after agreement between the parties to be covered by the Union's certification shall be determined jointly by the College and the Union. If no agreement should be reached, the College shall make a decision and the Union may lodge a grievance.

Section 5-3.00 Vacancy

- 5-3.01 Within sixty (60) days following the moment that a regular professional has definitely resigned, the Collège must decide whether to fill the vacancy, or change or abolish the position.

When the College decides that a professional position is to be declared vacant or any new professional position is to be filled by a regular professional, it shall inform professionals of this decision by posting a notice, and at the same time it shall make arrangements for applications within and, if appropriate, outside the Collège.

The notice posted must among other things indicate the employment category, the department to which the position is attached, the qualifications demanded by the College, the minimum and maximum salary envisaged on the salary scale and the deadline for sending an application. The notice shall be posted for not less than ten (10) working days and not more than twenty (20) working days.

- 5-3.02 A professional who temporarily fills a vacant position or a newly created position will receive the salary attached to this position if it is greater than the salary attached to his regular position. The same provisions apply when a professional temporarily fills a management position.

When his temporary assignment is completed, the professional shall resume his regular position with all the rights and benefits attached thereto as if he had not left it.

- 5-3.03 The College shall fill the position taking into account the requirements involved and in accordance with the following order of priority; in all cases the language of teaching at the Collège must be considered among the requirements:

- a) firstly to a professional placed on stand-by duty by the Collège, in accordance with clause 5-6.04;

- b) then to a professional placed on stand-by duty by another College in the same zone as established in clause 5-4.10, in accordance with clause 5-6.04;
- c) then to a professional placed on stand-by duty by another College in another zone as established in clause 5-4.10, in accordance with clause 5-6.04;
- d) then to a professional who has priority of employment in the College;
- e) then to a professional who has priority of employment in another College in the same zone as established in clause 5-4.10 or to a candidate already employed by the College or to a professional as described in clause 8-9.02;
- f) then to a professional who has priority of employment in another College in another zone as established in clause 5-4.10;
- g) then to any other candidate who is not employed by the Collège.

5-3.04

When there is more than one candidate within any one of the priorities mentioned in clause 5-3.03, the College shall choose the most competent candidate provided he has the necessary qualifications.

If the candidates are equally qualified within either one of the priorities mentioned in paragraphs a) and d) of clause 5-3.03, seniority shall be the determining factor.

If the candidates are equally qualified within any one of the priorities mentioned in paragraphs b), c) and f) of clause 5-3.03, the seniority to the credit of the professional at his College shall be the determining factor.

If the candidates are equally competent within the priority mentioned in paragraph e) of clause 5-3.03, the College shall give the position to a professional, if the distinction should arise.

5-3.05 The College shall post the name of the person selected as soon as possible.

5-3.06 The professional of the Collège to whom the position is given will retain the same rights as regards advancement by grade, but shall receive the salary attached to his new position starting from the date that he commences his duties.

5-3.07 The College shall not force a professional to accept a transfer, subject to the provisions of section 5-8.00 of the present agreement.

5-3.08 In all cases where a professional position is to be filled, the College shall form a bipartite selection committee to which the Union shall be invited in writing to appoint two (2) professionals. The duties of this committee shall be:

- a) to examine the candidacies for the position to be filled;
- b) to carry out the necessary interviews within any of the priorities mentioned in clause 5-3.03;
- c) to make recommendations to the Collège within the delay established at the time of filling the vacancy.

The selection committee shall receive from the Collège the qualifications required, the description of the position to be filled and the candidacies, as well as the documents relating to these.

Should the Union representatives fail to complete their work within the time set, the College shall proceed with its selection.

Section 5-4.00 Surplus Of Personnel

5-4.01 A regular professional who has not acquired job security may be laid off because of a surplus of personnel.

A professional who has acquired job security may be placed on stand-by duty because of a surplus of personnel.

5-4.02 The College may declare a regular professional to represent surplus personnel subsequent to the justified ~~abolishment~~ of a position due to:

a) either, a significant decrease in the number of students observed on October 1;

b) or, a change in the service to be provided to the students; in this case the College may declare a regular professional to represent surplus personnel if it creates a new position or fills a vacant position.

5-4.03 For the purposes of application of paragraph a) in clause 5-4.02, the following procedure shall be followed:

When the College foresees that there will be a surplus of personnel, it must, within five (5) working days following October 15, send the Union, among other, the following information:

the employment category (ies) concerned by this surplus, a copy of the budgetary forecasts and the official documents and data concerning all those registered for regular teaching (students registered for any collegial level program with regular sessions, as described in college teaching handbooks) and for adult education (students registered for the course and program featured in the college teaching handbooks and in the special training programs) that were sent to the Department of Education.

For the student registered in adult education, each 600 hours of training as described above counts as one full-time student. For the student who is registered for regular teaching, the number of students is converted into the equivalent full-time.

Within five (5) working days of sending the information mentioned in the preceding paragraph, the College must convoke the Union under the terms of the procedures set out in section 4-2.00.

The Union and the College must then try to come to an agreement concerning the application of the appropriate measures as prescribed in the present collective agreement, in order to avoid the surplus of personnel or, failing that, the laying off or placing on stand-by duty of personnel.

5-4.04

For the purposes of application of paragraph b) of clause 5-4.02, the following procedure must be respected:

- When the College foresees that there will be a surplus of personnel, it must convoke the Union under the terms of the procedures set out in section 4-2.00, indicating the employment category (ies) concerned by this surplus. In this case the delay as indicated in clause 4-2.07 shall be twelve (12) working days.
- With the convocation that it sends the Union as stipulated in the preceding paragraph, the College must send the relevant information and the reasons justifying the change in the services to be provided to the students, and also the reasons which prevent the College from proceeding according to the provisions of section 5-8.00 (transfer).

The Union and the College must then try to come to an agreement concerning the application of the appropriate measures as prescribed in the present collective agreement, in order to avoid the surplus of personnel or, failing that, the laying off or placing on stand-by duty of personnel.

5-4.05

When the College makes a declaration of surplus personnel in one or more employment categories, the following order must be respected in each of the employment categories or in each sector of activity if they are SMTE (library or audio-visual), analyst (computer or organization and methods), administrative (personnel management or administration) or student animation (sporting or socio-cultural activities) employment categories.

- a) terminate the employment of temporary supernumary employees. This termination of employment shall become effective on December 15 after prior notice of at least thirty (30) days or on the date indicated at the time of engagement;
- b) terminate the employment of professionals who have not acquired priority of employment. This termination of employment shall become effective on December 15 after prior notice of at least thirty (30) days.
- c) lay off regular professionals who have not acquired priority of employment, starting with whoever has least seniority and, among those with equal seniority, with whoever has less experience by the criteria of the present agreement; this laying off shall become effective on December 15 after prior notice of at least thirty (30) days.
- d) place on stand-by duty the regular full-time professionals who have acquired job security, starting with whoever has the least seniority and, among those with equal seniority, with whoever has the least experience by the criteria of the present agreement; this placing on stand-by duty shall become effective on December 15 after prior notice of at least thirty (30) days.

It is understood that the position of a professional who has been given leave or a release under the terms of the present agreement and who has a right of return to his position is subject to the provisions of the present agreement, and that the professional concerned is governed by the provisions of this section.

5-4.06 A copy of the notice mentioned in clause 5-4.05 shall be sent to the Union.

Similarly the Placement Office shall be notified of the layoffs and the professionals on stand-by duty at the same time that this notice is sent. Moreover the College shall give the Office all the relevant information that it may require.

5-4.07 The College undertakes to:

- a) send the Placement Office the notifications of positions vacant in accordance with section 5-3.00 of the present agreement; this shall only be done for regular full-time positions;
- b) examine candidacies forwarded by the Placement Office and apply the stipulations of sections 5-3.00, 5-5.00 or 5-6.00, as appropriate, of the present agreement;
- c) inform the Placement Office of any offer of employment made to a professional laid off or placed on stand-by duty by the College, and indicate whether the offer was accepted or rejected;
- d) inform the Placement Office of any offer of employment made to a candidate whose candidacy was forwarded by the office.

5-4.08 If within ten (10) days of receiving notice of a vacancy in accordance with clause 5-4.07 a), the Placement Office has not been able to put forward a candidate, the College shall not be required to proceed according to the provisions of sections 5-4.00, 5-5.00 and 5-6.00 in the hiring of the required personnel in the case in question.

5-4.09 The College may offer early retirement with continued salary to a professional who is eligible under the terms set out hereunder, on condition that this early retirement makes it possible to avoid placing a professional on stand-by duty. This may involve the transfer of one or several professionals.

The continued salary that a professional in early retirement will receive is that which he would receive had he remained in the employment of the College. This early retirement shall be considered as one year of service for the purposes of the pension plan.

A professional shall be eligible for early retirement twelve (12) months before his date of eligibility for normal retirement, and he may reject the offer made to him by the College.

5-4.10 The zones applicable under the terms of sections 5-3.00, 5-5.00 and 5-6.00 are described in Appendix H.

Section 5-5.00 Priority of Employment

- 5-5.01 The present section shall only apply to those laid off professionals who meet the requirements set out in clause 5-5.02 and who do not meet the requirements set out in clause 5-6.02.
- 5-5.02 The right to priority of employment shall be acquired by a regular professional who has completed twelve (12) months of uninterrupted active service.

Similarly, a professional who had job security and who has lost this entitlement in accordance with clause 5-6.07 b) shall be covered by the provisions of this section for a period of two (2) years from the time of his loss of job security if he does not accept the severance premium.

- 5-5.03 This professional shall retain, without salary and for a period of two (2) years, priority of employment in a Collège in accordance with the provisions of clause 5-3.03, and he is covered :
- a) if he meets the conditions of engagement by the Collège;
 - b) if a vacant position arises at the College which laid him off, on condition that he accepts within five (5) working days an offer that is made to him;
 - c) if a vacant position arises at a College in the same zone as the College which laid him off, on condition that he writes to the College to declare himself available within five (5) working days of the date on which the Placement Office notifies him that his name has been forwarded to this College, and on condition that he accepts within five (5) working days to an offer of employment that is made to him. However, the professional is free to declare himself available when the teaching language at this College is not the same as that of the College which laid him off.

- d) if a vacant position arises at a College in another zone than that of the College which laid him off, if he has declared himself available within the same time as that indicated in paragraph c) preceding and if an offer of employment is made to him, on condition that he accepts this offer of employment within ten (10) working days.
- e) the delay indicated in this section shall be calculated from the date of receipt of the offer of employment or, if appropriate, from the date of notice of delivery of the offer of employment, and the absence of a reply shall be considered as a rejection.

5-5.04

A professional who has been relocated in accordance with the provisions of this section shall bring with him to his new College his title of regular professional, his priority of employment, his accumulated seniority, his years of service for vacation, and also his non-payable sick-leave time credit.

In addition a professional with guaranteed status who, under the terms of the provisions of clause 5-6.09, has refused a severance premium to acquire priority of employment, and who is relocated under the terms of the provisions of this section, shall bring to his new College the number of days holiday to which he is entitled if it is higher than that indicated in clause 8-4.01.

5-5.05

As soon as a professional is relocated under the terms of the provisions of this section, his name will be removed from the list of the Placement Office and he shall benefit from priority of employment only if he is laid off again. Similarly, his name shall be removed from the list of the Placement Office if the professional in question renounces his priority of employment or if on two occasions the Placement Office is unable to reach him by registered letter at his last recorded address.

Section 5-6.00 Job security

5-6.01 This section applies to a professional placed on stand-by duty who meets the requirements set out in clause 5-6.02.

5-6.02 The right to job security shall be acquired by full-time professional who meets all the following requirements:

- he has completed the engagement periods mentioned in clause 5-1.03, subject to the provisions of clause 5-1.04;
- he has acquired twelve (12) months seniority;
- he has accumulated a total of twenty-four (24) months active service.

5-6.03 A professional placed on stand-by duty shall retain his employment status with the Collège and all his rights until he is relocated or until he loses his job security in accordance with the provisions of this section or until he resigns from the Collège; meanwhile, the Collège may assign him any duty of a professional nature which is compatible with his abilities.

In addition, the Collège may ask a professional on stand-by duty to perform any duty of a professional nature compatible with his abilities for another employer. In this case, the professional may refuse this loan of services unless the other employer is another Collège in the same zone.

The loan of services to a Collège in the same zone shall be subject to the following conditions:

- a) it will last for at least one complete regular teaching session (autumn, winter) and in only one Collège at a time;
- b) the professional must be notified of the assignment at the latest one (1) full week before the commencement of the teaching session in question;

- c) this assignment does not invalidate the right or the obligation of the professional to obtain or to accept a regular position that is offered to him in the course of his assignment;
- d) this assignment implies that the professional makes himself fully available to this other Collège even if the assignment is part-time.

- 5-6.04
- a) When a professional position is declared vacant by the Collège, a professional of the Collège who is placed on stand-by duty is automatically registered as a candidate for this position. The appointment procedure is conducted normally and the professional shall obtain the position in accordance with the priorities set out in clauses 5-3.03 and 5-3.04.
 - b) If a professional position is declared vacant in another Collège and if the candidacy of the professional has been submitted by the Placement Office, the professional shall obtain the position in accordance with the priorities set out in clauses 5-3.03 and 5-3.04.

- 5-6.05
- For the purposes of application of clause 5-6.04, when the employment category of the position declared vacant is the same as that of the professional placed on stand-by duty, the professional shall be considered to possess the qualifications required for the position and shall be offered the position in accordance with clauses 5-3.03 and 5-3.04, subject to the requirements concerning the teaching language at the Collège.

Notwithstanding the provisions above, for the following employment categories: SMTE (library or audio-visual), analyst (computer or organization and methods), administrative (personnel management or administration) or student counselling (sports or socio-cultural activities), a professional considered to possess the necessary qualifications when his sector of activity is the same as that of the position declared vacant.

5-6.06 A professional placed on stand-by duty who receives an offer of employment from his Collège or from a Collège in the same zone as that of the Collège that laid him off has a period of ten (10) working days in which to accept or reject the position offered. A failure to reply is considered as a rejection.

In the case of a College in another zone, the period allowed is fifteen (15) working days.

The delays indicated in this clause shall be computed from the date of receipt of the offer of employment or, if appropriate, from the date of notice of delivery of the offer of employment.

5-6.07 The professional, from the time he is placed on stand-by duty and for as long as he remains on stand-by duty,

- a) must accept in his College or in another Collège in the same zone any task of a professional nature that is compatible with his abilities, in accordance with clause 5-6.03;
- b) must accept any position that is offered to him by his Collège or a College in the same zone, failing which he shall be considered to have given his resignation, subject to the provisions of clause 5-6.09;
- c) may refuse any position which is offered to him by a Collège in another zone. If he accepts a position of this kind, he shall be entitled to a relocation premium equivalent to two (2) months of his salary together with his moving costs as stipulated in clause 5-7.04.

In addition, a professional who accepts a position outside his zone shall be entitled, if the College that the professional comes from is the only one in its zone, to an additional relocation premium equivalent to two (2) months of his salary.

The compulsory relocation of a professional under the terms of paragraph b) of this clause cannot cause him to leave the zone where he is situated at the time of the signing of the collective agreement.

- 5-6.08 When a professional is relocated in accordance with the provisions of this section, he conveys with him to his new College the following rights:
- a) his seniority;
 - b) his years of service (and the benefits relating thereto;
 - c) his job security;
 - d) his non-payable sick-leave credit;
 - e) the date on which he be entitled to upgrading;
 - f) his class and his grade, if he stays in the same employment category;
 - g) the number of days holiday to which he is entitled, if it is higher than that stipulated in clause 8-4.01.

Similarly, he shall be considered as having resigned from his former College.

- 5-6.09 From the moment he is placed on stand-by duty and for as long as he remains on stand-by duty, a professional may claim a severance premium equivalent to one (1) month of salary per year of service completed, up to a maximum of six⁰months of salary. This premium shall be administered and paid by the Placement Office.

The fact of accepting a severance premium is taken as a resignation and excludes the professional from the Collège circuit for a period of one (1) year. A premium of this kind can be paid only once to a professional on the Collège circuit.

However, when a professional loses his job security because of refusing a position, he may refuse a premium of this kind. In this case, he shall benefit from the moment of this refusal, by the provisions concerning priority of employment and be considered as having given his resignation, but he shall no longer receive his salary and he shall be laid off.

- 5-6.10 a) When a professional placed on stand-by duty considers that the rights due to him under the terms of clauses 5-4.07 b), 5-6.04 and 5-6.05 of the present agreement have not been respected, he may lodge a complaint with the First Chairman as indicated in clause 9-2.08 of the present collective agreement.
- b) This complaint must be submitted within twenty-one (21) days of the event to which it refers in order to be examined by a special arbitration board composed as follows:
- one (1) arbitrator appointed by the employer negotiating party;
 - one (1) arbitrator appointed by the Union negotiating party;
 - and a chairman chosen by the negotiating parties or, if there is no agreement, appointed by the Minister of Education.
- c) The unanimous or majority arbitration decision shall be binding on the College or Colleges concerned, on the professional and on the Union or Unions concerned.
- 5-6.11 When a professional placed on stand-by duty has to present himself at selection interview, he shall be entitled to reimbursement of his traveling expenses and the cost of accommodation, if applicable, in accordance with the standards in use at the College calling him to an interview.

Section 5-7.00 Placement Office

- 5-7.01 When a professional who has priority of employment or job security is laid off or placed on stand-by duty, as appropriate, he shall be referred to the Placement Office.
- 5-7.02 The Placement Office is an employer organization.
- 5-7.03 The Placement Office shall perform the following functions:
- a) prepare and update the lists of professionals laid off and of professionals on stand-by duty, and the lists of positions vacant;
 - b) send the parties concerned (Colleges, Fédération des Cégeps, Department of Education, Unions, Union negotiating parties), the information indicated in paragraph a);
 - c) carry out the necessary operations for the relocation of professionals of the college circuit;
 - d) record refusals and informs the Colleges concerned;
 - e) administer the severance premiums mentioned in clause 5-6.09;
 - f) administer the relocation premiums mentioned in clause 5-6.07.
- 5-7.04 A professional who has priority of employment or job security and who has to move as a result of the application of the regulations in sections 5-5.00 and 5-6.00 of the present agreement shall be awarded moving costs as set out in Appendix G in all cases where the allowances provided under the Federal Manpower Mobility Program are not applicable.
- The Placement Office shall be responsible for administering these expenses.

5-7.05 Parity Committee of the Placement Office

- a) The employer negotiating party and the Union negotiating party are in agreement on the formation of a parity committee which shall be charged with:
 - 1) overseeing the interests of the parties to the present agreement regarding the placement of personnel;
 - 2) advising the Placement Office in the performance of its duties concerning College personnel.
- b) The Parity Committee shall consist of representatives of the employer and Union negotiating parties of the Collèges, in accordance with Bill 55 (1978).
- c) The negotiating parties agree to entrust the chairmanship of the Parity Committee to M^r Raynald Fréchette.

In the event that the chairman should resign or be unable to perform his duties, these representatives shall agree to find a replacement. If there is no agreement on the choice of the chairman within ninety (90) days of the signing of the present agreement or within thirty (30) days of the designated chairman's resignation or inability to act, the Minister of Labour shall appoint a replacement.

- d) The Parity Committee shall meet at the request of the chairman or of any party concerned.
- e) The Parity Committee shall decide upon its own rules of operation. It is understood that the Parity Committee is authorized to demand from the Placement Office for Collège personnel any information in the possession of the office and which the Parity Committee considers it useful to obtain. The general manager of the Placement Office for College personnel shall attend Parity Committee meetings but is not a member of the Committee and is not entitled to vote.

- f) The salaries of the representatives on the
Parity Committee shall be paid by their
respective employers. The expenses incurred
shall be paid by each of the parties.

Section 5-8.00 Transfers

- 5-8.01 When the College intends to reorganize its departments and if this reorganization affects an area of activity in which a professional is working, it must proceed in accordance with the provisions of this section before implementing any transfer made necessary by this reorganization.
- 5-8.02 Similarly, the College must proceed in accordance with the provisions of the present section when changes in the demand for services to the students oblige it to reorganize its departments and transfer personnel.
- 5-8.03 In the cases mentioned in Clauses 5-8.01 and 5-8.02, the College shall draw up a structural change plan including the proposed transfers and discuss the plan with the Union in accordance with the procedures set out in Section 4-2.00. The parties may then agree to create a study group for this purpose.
- 5-8.04 As soon as the parties have reached an agreement on a structural change plan or, failing an agreement, as soon as the College has announced its decision concerning this plan and sent a copy of it to the Union, the College shall then proceed with its implementation.
- 5-8.05 Any transfer resulting from the implementation of this structural change plan shall be compulsory for the professional concerned, unless he does not meet the qualifications required according to the classification system for the employment category in which the position to which the College wishes to transfer the said professional is classified.

When the change affects an employment category in which there is more than one (1) professional, the College shall offer the transfer to the professional in this employment category who has the most seniority. If he rejects the transfer, the College shall offer it to the next professional in order of seniority among the professionals in the employment category concerned. In the event that the transfer is refused by the other professionals, the professional with the least seniority among the professionals in the employment category

concerned must accept the transfer.

For purposes of application of the present section, the College shall proceed by area of activity when the employment categories concerned are the S.T.M.E., analyst, administrative or student counselling categories.

Section 5-9.00 Work Contract

5-9.01 No contract between the College and a third party shall reduce the number of full-time professional positions at the College.

Section 5-10.00 Disciplinary Measures

5-10.01 Under the terms of the present section, warnings shall not constitute a disciplinary measure but shall be recorded in the professional's file together with rebuttals as provided for in Clause 5-10.04.

5-10.02 The only disciplinary measures possible shall be suspension and dismissal.

5-10.03 The College shall inform the professional concerned in writing of the suspension or dismissal as well as the reasons justifying the warning or the disciplinary measure.

This notice must be sent simultaneously to the Union. However, if the professional indicates in writing that he does not wish the reasons for the disciplinary measure to be divulged to the Union, then the College shall merely send the Union written notice of the disciplinary measure.

Notification of a disciplinary measure must be signed by the College personnel manager.

5-10.04 A professional may contest a warning in writing within thirty (30) working days of receiving it.

5-10.05 Any warning in writing and any reference to a disciplinary measure recorded in the professional's file shall be removed from the file if there is no other written warning or disciplinary measure recorded in the file in the following twelve (12) months.

If applicable, the professional's letter disputing a written warning shall be removed at the same time.

- 5-10.06 Upon request to the College's authorized representative, a professional may consult his file whether or not he is accompanied by the Union delegate. This file shall contain at least the written warnings, the letters to dispute the written warnings, the notice of disciplinary measures, and any evaluation by the College of the professional activities of the professional made in accordance with the provisions of the present agreement.
- 5-10.07 In cases where the professional is charged with an offence requiring immediate action, the College may temporarily suspend the professional from his duties.
- The College then has ten (10) working days to inform him in writing of the final disciplinary measure applied to him or to reinstate him with no loss of rights as if there had been no suspension. Failure by the College to supply this information shall nullify the suspension and result in the professional's reinstatement with all rights and privileges as if the suspension had never occurred.
- 5-10.08 Except in the cases indicated in 5-10.07, a professional cannot be suspended or dismissed without having been warned in writing at least twice during the last twelve (12) months of offences of a similar nature which are sufficiently serious to justify such disciplinary measures. Sufficient time must elapse between the two (2) warnings to permit the professional to change his ways.
- 5-10.09 A suspension shall not interrupt a professional's continuous service.
- 5-10.10 Any grievance concerning a suspension or a dismissal brought to arbitration shall be given priority when settling on arbitration.
- During arbitration the College must prove that the suspension or dismissal is well founded.

5-10.11 No confession signed by a professional may be used against him before an arbitration board unless it is:

- a) a confession signed in the presence of a Union delegate; or,
- b) a confession signed in the absence of a Union delegate, but which has not been declared invalid by the professional in writing within seven (7) days of signing.

In the case described in Paragraph b) of this clause, the College shall immediately send the Union a copy of the confession. However, if the professional indicates in writing that he does not wish the confession to be sent to the Union, the Union shall be informed of this by the College.

- 5-10.12
- a) In the case of dismissal, if a grievance is lodged, the College may grant the professional the benefits to which he is entitled until the grievance has been settled.
 - b) A dismissed professional shall continue to be covered by contributory group insurance and the pension plan, on condition that this is permitted by the plan and he continues to pay his contributions. The College shall also maintain its contribution.

5-10.13 If the College should decide, through its authorized representative, to convoke a professional for the purpose of imposing a disciplinary measure, the professional must receive written notice of at least twenty-four (24) hours, specifying the time and the location where he must present himself, the nature of the charge against him and his right to be accompanied by a Union delegate. A copy of this prior notice shall be sent simultaneously to the Union.

CHAPTER 6-0.00 SALARY CONDITIONS

Section 6-1.00 Classification

- 6-1.01 Any professional in the employ of the College on the date of the signing of this agreement shall be classified in an employment category according to the classification plan.
- 6-1.02 The professional engaged after the date of the signing of this agreement shall be classified in one or the other of the employment categories stipulated in the classification plan in accordance with the duties and qualifications required.
- 6-1.03 The College may assign to a professional duties from two (2) employment categories. In that case, the professional shall be classified in the employment category to which he is assigned for more than half his time.

In the case of equal distribution of time between two (2) employment categories, the professional shall then be classified in the employment category having the highest salary scale.

- 6-1.04 The professional may file a grievance (classification grievance) as to the employment category that the College has assigned to him, according to the provisions in Chapter 9-0.00 of this agreement. The board to which this grievance is referred shall decide whether the employment category determined by the College corresponds to that in which the professional should

have been classified according to the classification plan and the duties assigned to the professional.

6-1.05 If the board of arbitration decides that the duties assigned to the professional by the College do not correspond to that employment category, the College must:

a) reclassify the professional in another employment category,

or

b) keep the professional in the employment category that he has contested, and modify the description of his position so that it is consistent with the employment category stipulated in the Classification Plan.

6-1.06 The board may also order the College to pay to the professional in question the salary that he would have received if the employment category that the College should have assigned to such professional involves a higher remuneration.

Section 6-2.00 Classification Plan

- 6-2.01 The Classification Plan may be amended only after agreement between the negotiating parties, for the term of this collective agreement.
- 6-2.02 No employment category shall be added to the Classification Plan without consulting the Union negotiating party.
- 6-2.03 The negotiating parties shall agree to discuss within thirty (30) days following one or the other party's request the salary scales of the employment categories which shall be added to the Classification Plan in the course of this agreement.
- 6-2.04 If the parties disagree on the determination of salary scales within thirty (30) days as stipulated in 6-2.03, and if one of the parties submits this disagreement to arbitration as stipulated in 9-2.00, these salary scales shall then be determined by the board of arbitration on the basis of those set forth in this collective agreement or in the public sector for similar employment categories.
- 6-2.05 The agreement signed between the negotiating parties and concerned with salary scales for a new employment category or, failing that, the ruling which takes its place shall be added to this agreement and shall be an intergral part therein.

6-2.06 Within thirty (30) days of the signing of the negotiating parties of an agreement concerning the scales for a new employment category, or within thirty (30) days of the issuing of a ruling in its place, the professionals shall have thirty (30) days, from the time when the College informs them, to request reclassification or reclassing, if there is just cause.

6-2.07 Salary readjustment of a professional reclassified and reclassified according to the provisions of the preceding Clause shall be retroactive to the date when the professional requested reclassification and reclassing.

Section 6-3.00 Grading

- 6-3.01 The professional shall be classed according to his classification in the salary scale appearing in Section 6-7.00.
- 6-3.02 The professional referred to in Clause 6-1.02 shall be classed according to the provisions of Sections 6-3.00, 6-4.00 and 6-5.00.

The professional having one or more years of experience deemed pertinent to the execution of his duties shall be classed in the grade and class corresponding to his years of experience according to the length of time spent in a grade and class as established in Section 6-6.00.

- 6-3.03 The professional without experience deemed pertinent to the execution of his duties shall be classed in the first grade of Class III, subject to the provisions of Section 6-5.00.
- 6-3.04 Grading of the professional in the employ of the College on June 30, 1979 shall be established as follows:
- a) the salary grade shall be established horizontally in relation to that obtained on June 30, 1979;
 - b) thereafter, grade or class promotion shall occur on the scheduled dates according to the provisions of this agreement and the mechanisms applicable at that time.
- 6-3.05 Grading of the professional whose engagement occurs between June 30, 1979 and the date of the signing of this

agreement shall be established horizontally in relation to that determined at the time of engagement. If this professional has enjoyed, according to the mechanisms applicable at that time, grade or class promotion during the above-mentioned period, the provisions of this agreement concerning remuneration shall be applicable.

Section 6-4.00 Calculation of Years of Experience

- 6-4.01 Twelve (12) working months on a full-time basis or the equivalent thereof shall comprise one year of experience.
- 6-4.02 When a professional has cumulated at least ten (10) consecutive months of experience recognized as pertinent in a twelve (12) month period and when this experience is residual, this experience shall be equivalent in this case to one year of experience.
- 6-4.03 For the purpose of calculating the years of teaching experience:
- a) one (1) year of full-time teaching shall equal one (1) year of experience;
 - b) one (1) year of part-time teaching shall equal on a pro rata basis one (1) year of full-time teaching;
 - c) 396 to 594 hours of teaching at the secondary or elementary level shall equal one (1) year of experience;
 - d) 270 to 405 hours of teaching at the college level shall equal one (1) year of experience;
 - e) 144 to 216 hours of teaching at the university level shall equal one (1) year of experience.

In the cases stipulated in paragraphs c), d) and e), the professional may begin accumulating a new year of teaching experience only after completing 594 hours of teaching at the elementary or secondary level, 405 hours of teaching at the college level and 216 hours of teaching at the university level.

In the case where the professional has taught at more than one level, without however having taught the minimum number of hours required which would allow this professional to obtain the equivalent of one (1) year of part-time experience, in one or the other of these teaching levels, his hours of teaching at the college or university level shall be transformed into the equivalent hours for the secondary or elementary level by applying the following factors:

- hours at the elementary and secondary level: hours at the college level X 1.46;
- hours at the elementary and secondary level: hours at the university level X 2.75.

Once this transformation has been made, the rule stated above for part-time teaching at the secondary and elementary level shall apply.

6-4.04 Subject to the provisions of Section 6-5.00, the professional may not cumulate more than one (1) year of experience during a twelve (12) month period.

6-4.05 Each period of experience of less than one (1) month shall be null and void, but fractions of a year shall cumulate until they comprise one (1) year, as defined in this agreement.

Section 6-5.00 Recognition of Education

- 6-5.01 One year of higher studies completed at a recognized institution with passing grades in a specialization required for this employment category by the Classification Plan, regardless of the number of years of education required for this degree, shall be the equivalent of two (2) years of pertinent experience.
- 6-5.02 The final year of study for a master's degree or a doctoral degree shall be the equivalent of only one year of pertinent experience, for as long as the professional has not obtained this master's or doctoral degree.
- 6-5.03 One year of studies completed in a recognized institution with passing grades in a specialization closely related to a specialization required for this employment category by the Classification Plan, regardless of the number of years of education required for this degree, shall be the equivalent of one (1) year of pertinent experience.
- 6-5.04 Only the number of years normally required to complete the studies undertaken shall be counted.
- 6-5.05 A maximum of three (3) years of education may be counted for the purpose of experience.

Section 6-6.00 Grade and Class Promotion

- 6-6.01 The normal period within a grade shall be one (1) year, but shall only be six (6) months in Class III.
- 6-6.02 A grade promotion shall be granted on July 1st or January 1st in the case of an annual promotion or on July 1st and January 1st in the case of a semi-annual promotion, on the condition that the professional has completed a continuous period of at least nine (9) months or four (4) months of service, depending on whether the promotion is annual or semi-annual.
- 6-6.03 In addition to these requirements, a grade promotion may be refused only in the case of unsatisfactory performance. In that case, the College shall give the professional, in writing, the reasons for this refusal within fifteen (15) days of the date when the professional was eligible for a grade promotion.
- A grievance may be filed against the College following refusal of a grade promotion.
- 6-6.04 An accelerated grade promotion shall be possible on the regular promotion date according to the conditions established by the employer negotiating party.
- 6-6.05 When a professional has reached the last grade of Class III, he shall become eligible for the first grade of Class II.

Promotion from Class III to Class II shall be granted by the College only following an evaluation of the professional's performance and of his professional ability to assume his duties independently. If the College refuses promotion to a professional, it must give reasons in writing and the professional shall be entitled to file a grievance against the decision of the College.

The College shall class the professional in Grade I of Class II on the date of a grade promotion if the professional has met the requirements of this Clause.

- 6-6.06 The professional's promotion from Class II to Class I shall be possible on the regular grade promotion date when the professional has reached the sixth grade of Class II.

The professional who is in the sixth grade of Class II and is promoted to Class I shall be placed in the first grade; the professional who is in the seventh grade shall be placed in the second grade and the professional who is in the eighth grade shall be placed in the third grade.

The criteria relative to obtaining a promotion from Class II to Class I shall be determined by the employer negotiating party. The procedure to follow to obtain this promotion shall be established by the College, after discussion according to the procedures stipulated in Section 4-2.00.

If the College refuses promotion to Class I to a professional, it must give the professional written reasons on his request. It is agreed that the College may not cite budgetary restrictions for refusing a promotion to Class I.

- 6-6.07 No grievance may be submitted against the College following a refusal to grant a promotion to Class I.
- 6-6.08 If a Class promotion is refused, the professional shall be reevaluated on his next grade promotion date.
- 6-6.09 A Class promotion shall not change the date of a professional's grade promotion.

Section 6-7.00 Salary Scales

6-7.01 The College shall pay each professional the salary stipulated hereafter in the scales for each employment category according to the provisions of this Chapter:

(salary scales)

6-7.02 Any professional whose place of employment is located in the municipality of Sept-Iles shall enjoy an annual isolation premium equal to 8% of his salary. This premium shall be paid in a single amount or distributed over each pay period, after agreement between the College and the Union, according to the procedures stipulated in Section 4-2.00.

EMPLOYMENT CATEGORY: Librarian

CLASS and GRADE	1st period 79-07-01 to 80-06-30		2nd period 80-07-01 to 81-06-30		3rd period 81-07-01 to 82-06-30		4th period 82-07-01 to 82-12-31	
	\$	%	\$	%	\$	%	\$	%
I	1	14 999 3.44	16 206 3.05	17 781 4.72	19 310 3.60			
	2	15 588 3.32	16 823 2.92	18 458 4.72	20 033 3.53			
	3	16 211 3.20	17 472 2.78	19 170 4.72	20 793 3.47			
	4	16 860 3.08	18 150 2.65	19 914 4.72	21 587 3.40			
	5	17 533 2.96	18 851 2.52	20 683 4.72	22 408 3.34			
	6	18 226 2.83	19 573 2.39	21 475 4.72	23 254 3.28			
	7	18 951 2.71	20 329 2.27	22 305 4.72	24 140 3.23			
II	1	19 703 2.59	21 110 2.14	23 162 4.72	25 054 3.17			
	2	20 482 2.47	21 920 2.02	24 051 4.72	26 003 3.12			
	3	21 295 2.35	22 764 1.90	24 977 4.72	26 992 3.07			
	4	22 252 2.24	23 656 1.79	25 955 4.72	28 036 3.02			
	5	23 023 2.12	24 559 1.67	26 946 4.72	29 094 2.97			
	6	23 947 2.00	25 518 1.56	27 998 4.72	30 217 2.93			
	7	24 908 1.89	26 515 1.45	29 092 4.72	31 385 2.88			
	8	25 885 1.78	27 529 1.35	30 205 4.72	32 573 2.84			
III	1	25 389 1.84	27 014 1.40	29 640 4.72	31 970 2.86			
	2	26 200 1.75	27 856 1.32	30 564 3.72	32 956 2.83			
	3	27 052 1.66	28 740 1.24	31 534 4.72	33 992 2.79			
	4	27 912 1.57	29 631 1.16	32 511 4.72	35 034 2.76			
	5	28 816 1.49	30 568 1.08	33 539 4.72	36 132 2.73			

EMPLOYMENT CATEGORY:

Information officer
Student activities co-ordinator
Religion co-ordinator
Academic and vocational information
counsellor
Social worker or social service officer

CLASS and GRADE		1st period 79-07-01 to 80-06-30		2nd period 80-07-01 to 81-06-30		3rd period 81-07-01 to 82-06-30		4th period 82-07-01 to 82-12-31	
		\$	%	\$	%	\$	%	\$	%
I	1	15 508	3.34	16 738	2.93	18 365	4.72	19 934	3.54
	2	16 115	3.23	17 372	2.80	19 061	4.72	20 677	3.48
	3	16 739	3.10	18 025	2.68	19 777	4.72	21 441	3.41
	4	17 369	2.99	18 680	2.55	20 496	4.72	22 208	3.36
	5	18 041	2.87	19 381	2.43	21 265	4.72	23 029	3.30
	6	18 737	2.75	20 107	2.31	22 061	4.72	23 879	3.24
	7	19 458	2.63	20 855	2.18	22 882	4.72	24 756	3.19
II	1	20 577	2.46	22 019	2.01	24 159	4.72	26 119	3.11
	2	21 319	2.35	22 790	1.90	25 005	4.72	27 022	3.07
	3	22 106	2.24	23 607	1.79	25 902	4.72	27 979	3.02
	4	22 903	2.13	24 435	1.69	26 810	4.72	28 949	2.98
	5	23 724	2.03	25 287	1.59	27 745	4.72	29 947	2.94
	6	24 594	1.93	26 190	1.49	28 736	4.72	31 005	2.89
	7	25 476	1.83	27 104	1.39	29 739	4.72	32 075	2.86
	8	26 409	1.73	28 073	1.30	30 802	4.72	33 210	2.82
III	1	26 383	1.73	28 045	1.30	30 771	4.72	33 177	2.82
	2	27 386	1.63	29 087	1.21	31 914	4.72	34 397	2.78
	3	28 428	1.53	30 168	1.12	33 100	4.72	35 663	2.74
	4	29 508	1.43	31 287	1.03	34 328	4.72	36 974	2.71
	5	30 626	1.33	32 448	0.95	35 602	4.72	38 334	2.67
	6	31 789	1.24	33 655	0.87	36 926	4.72	39 748	2.64

EMPLOYMENT CATEGORY:

Finance officer
 Administrative assistant
 Student affairs advisor
 Measurement and evaluation advisor
 Specialist in teaching methods and techniques

CLASS and GRADE	1st period 79-07-01 to 80-06-30		2nd period 80-07-01 to 81-06-30		3rd period 81-07-01 to 82-06-30		4th period 82-07-01 to 82-12-31	
	\$	%	\$	%	\$	%	\$	%
I	1	15 724 3.30	16 965 2.89	18 614 4.72	20 199 3.52			
	2	16 332 3.18	17 599 2.76	19 310 4.72	20 942 3.43			
	3	16 986 3.05	18 280 2.62	20 057 4.72	21 740 3.39			
	4	17 664 2.93	18 987 2.49	20 833 4.72	22 568 3.33			
	5	18 370 2.81	19 724 2.37	21 641 4.72	23 431 3.27			
	6	19 098 2.69	20 481 2.24	22 472 4.72	24 318 3.21			
	7	19 855 2.57	21 269 2.12	23 336 4.72	25 240 3.16			
II	1	21 050 2.39	22 511 1.94	24 699 4.72	26 695 3.08			
	2	21 895 2.27	23 388 1.82	25 661 4.72	27 722 3.03			
	3	22 788 2.15	24 315 1.70	26 678 4.72	28 808 2.98			
	4	23 699 2.03	25 261 1.59	27 716 4.72	29 916 2.94			
	5	24 664 1.92	26 262 1.48	28 815 4.72	31 089 2.89			
	6	25 666 1.81	27 301 1.37	29 955 4.72	32 306 2.85			
	7	26 703 1.69	28 377 1.27	31 135 4.72	33 566 2.81			
	8	27 783 1.59	29 497 1.17	32 365 4.72	34 878 2.77			
III	1	27 737 1.59	29 448 1.17	32 310 4.72	34 820 2.77			
	2	28 898 1.48	30 655 1.08	33 635 4.72	36 234 2.73			
	3	30 107 1.38	31 907 0.98	35 008 4.72	37 700 2.69			
	4	31 386 1.27	33 238 0.90	36 469 4.72	39 260 2.65			
	5	32 712 1.18	34 613 0.81	37 977 4.72	40 869 2.62			
	6	34 094 1.08	36 048 0.73	39 552 4.72	42 551 2.58			

EMPLOYMENT CATEGORY:

Tutor
 Analyst
 Guidance or academic training counsellor
 Education advisor
 Psychologist or remedial counsellor
 Registrar

CLASS and GRADE	1st period 79-07-01 to 80-06-30		2nd period 80-07-01 to 81-06-30		3rd period 81-07-01 to 82-06-30		4th period 82-07-01 to 83-06-30	
	\$	%	\$	%	\$	%	\$	%
I	1	16 362 3.17	17 630 2.75	19 344 4.72	20 979 3.45			
	2	17 058 3.04	18 356 2.61	20 140 4.72	21 828 3.38			
	3	17 787 2.91	19 116 2.47	20 974 4.72	22 719 3.32			
	4	18 564 2.78	19 925 2.33	21 862 4.72	23 667 3.25			
	5	19 353 2.65	20 746 2.20	22 763 4.72	24 629 3.20			
	6	20 172 2.52	21 598 2.07	23 697 4.72	25 626 3.14			
	7	21 045 2.39	22 506 1.94	24 694 4.72	26 690 3.08			
II	1	22 376 2.20	23 889 1.76	26 211 4.72	28 309 3.01			
	2	23 332 2.08	24 879 1.63	27 297 4.72	29 469 2.96			
	3	24 328 1.96	25 914 1.57	28 433 4.72	30 681 2.91			
	4	25 363 1.84	26 986 1.40	29 609 4.72	31 937 2.86			
	5	26 439 1.72	28 105 1.30	30 837 4.72	33 247 2.82			
	6	27 559 1.61	29 265 1.19	32 110 4.72	34 606 2.77			
	7	28 727 1.50	30 476 1.09	33 438 4.72	36 024 2.73			
	8	29 959 1.39	31 757 1.00	34 844 4.72	37 525 2.69			
III	1	29 764 1.41	31 553 1.01	34 620 4.72	37 286 2.70			
	2	30 781 1.32	32 609 0.94	35 779 4.72	38 523 2.67			
	3	31 833 1.24	33 702 0.87	36 978 4.72	39 803 2.64			
	4	32 919 1.16	34 828 0.80	38 216 4.72	41 121 2.61			
	5	34 061 1.08	36 013 0.73	39 513 4.72	42 509 2.58			
	6	35 224 1.01	37 221 0.67	40 839 4.72	43 925 2.56			

Section 6-8.00 Rate of Increase

6-8.01 RATE OF INCREASE IN SALARY SCALES

A) Period from July 1, 1979 to June 30, 1980

Each salary rate in effect on June 30, 1979⁽¹⁾ shall be increased, on July 1, 1979 following a 5.4% adjustment of all salary scales on June 30 according to previous collective agreements, by a variable percentage agreed upon as a base protection against the increase in prices during the period from July 1, 1979 to June 30, 1980; the value of this percentage, calculated according to formula Y_1 appearing in Appendix A, shall vary between a minimum of 1% and a maximum of 4.53%.

B) Period from July 1, 1980 to June 30, 1981

Each salary rate in effect on June 30, 1980⁽¹⁾ shall be increased, on July 1, 1981, by a percentage whose value shall be equal to the sum of the difference between the percentage of increase in the consumer price index⁽²⁾ during the period from July 1, 1979 to June 30, 1980 and 3.5% with a guaranteed minimum of 5%, and by a variable percentage agreed upon as a base protection against the rise in prices during the period from July 1, 1980 to June 30, 1981; the value of this last percentage, calculated according to formula Y_2 appearing in Appendix A, shall vary between a minimum of 0.67% and a maximum of 4.30%.⁽³⁾

(1) Taking into account, if need be, scale trade-offs, employment title combinations and amendments to the structure of certain scales.

(2) This refers to the consumer price index (CPI) for Canada published by Statistics Canada; the method

of calculating the percentage of increase in the CPI is described in Appendix B.

- (3) If the increase in the CPI for the period from July 1, 1979 to June 30, 1981 is higher than 8.5%, the salary rate for July 1, 1981 and July 1, 1982 shall be recalculated by applying the amendment formulas stipulated in paragraphs C) and D) of this Clause.

C) Period from July 1, 1981 to June 30, 1982

Each salary rate in effect on June 30, 1981 shall be increased, on July 1, 1981, by a percentage whose value shall be equal to the sum of the difference between the percentage of increase in the CPI⁽¹⁾ during the period from July 1, 1980 to June 30, 1981 and 3.5%, with a guaranteed minimum of 5%, and 4.7%; the 3.5% shall be considered as a base protection against the increase in prices during the period from July 1, 1981 to June 30, 1982.⁽²⁾

D) Period from July 1, 1982 to December 31, 1982

Each salary rate in effect on June 30, 1982 shall be increased, on July 1, 1982, by a percentage whose value shall be equal to the sum of the difference between the percentage of increase in the CPI⁽¹⁾ during the period from July 1, 1981 to June 30, 1982 and 3.5%, with a guaranteed minimum of 5%, and 1.75% agreed upon as a base protection against the increase in prices during the period from July 1, 1982 to December 31, 1982.

(1) The method of calculation is described in Appendix B.

(2) If the increase in the CPI for the period from July 1, 1980 to June 30, 1981 is higher than 8.5%, the salary rates from July 1, 1982 shall be recalculated by applying the amendment formula stipulated in paragraph D) of this Clause to the new salary rates in effect on July 1, 1981.

Each salary rate shall also be increased, on July 1, 1982, by one of the following amounts established according to the predictions applicable to the increase in the CPI⁽¹⁾ expressed in a percentage, during the period from July 1, 1979 to June 30, 1981:

Predictions of the increase in the CPI (n) <u>during the period concerned</u>			Amounts ⁽²⁾ <u>Annual rate</u>
%			\$
if	n.	≤ 19.50 ⁽³⁾	329
if	19.50 < n.	≤ 25.88	347
if	n.	> 25.88	365

6-8.02 Payment

Salary rate increases ensuing from the application of paragraphs B), C) and D) and the payment of retroactive amounts ensuing from these increases shall be made within three (3) months following publication of the consumer price index from June of the preceding period.

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- (1) The method for calculating the increase in the CPI for this period is described in Appendix C.
 - (2) These amounts shall correspond to an estimate of 1.6% of the average salary rate of employees who are union members or eligible for union membership in the public and parapublic sectors on June 30, 1982.
 - (3) The salary scale and rates appearing in Section 6-7.00 have been established on the basis of this prediction.

Section 6-9.00 Minimum Rate of Increase

6-9.01 The minimum rate of increase shall be equal, for each professional, to half of the percentage of increase applicable, on July 1 of the period concerned with regard to the preceding June 30, to the highest grade of the salary scale from the preceding June 30 corresponding to his employment Class.

If the increase in the salary rates for a given period of the agreement results in an increase for a professional that is lower than the minimum rate as established in the preceding paragraph, the professional's salary rate on July 1 of the period concerned shall become that which he received on the preceding June 30, increased by this minimum rate.

6-9.02 If application of the minimum rate of increase as determined in Clause 6-9.01 results in placing a professional who did not fall within the scale limits on June 30 for one year at a salary lower than the maximum grade of the salary scale corresponding to his employment class, this minimum rate of increase shall be raised to the percentage necessary to allow this professional to reach the level of that grade.

6-9.03 The difference between, on the one hand, the percentage of increase for the maximum grade of the salary scale corresponding to the professional's employment class and, on the other hand, the minimum rate of increase established for him in accordance with Clause 6-9.01 or 6-9.02, shall

be paid the professional in a lump sum calculated according to his salary rate on June 30.

This amount shall be paid within forty-five (45) days following the end of the period concerned or on the date of the professional's departure if it occurs first and shall be calculated on a pro rata basis of the regular remunerated hours from July 1 to June 30 of the period concerned or, if need be, to December 31, 1982 or until the date of the professional's departure if that occurs first.

Section 6-10.00 Scale Adjustment at the End of the Agreement

6-10.01 For Full-time and Part-time Professionals

Within three (3) months following publication of the consumer price index for December 1982, each salary rate in effect shall be adjusted, to come into force at the end of this agreement, as follows, according to the percentage of increase in the CPI during the period from July 1, 1982 to December 31, 1982:

Salary Rate on Dec. 31, 1982 X (1 + percentage of increase
1,0175⁽¹⁾ in the CPI from July
1, 1982 to Dec. 31,
1982)⁽²⁾

6-10.02 For Professionals Who Do Not Fall Within the Salary Scale

- 1) At the end of the collective agreement, a professional whose salary rate is higher than the maximum of the salary scale applicable to his employment class shall see his salary rate adjusted to a rate equal to half of the percentage applicable to the maximum grade of the salary scale corresponding to his employment class as established in Clause 6-10.01.

(1) 1,0175 represents 1 + the base protection on July 1, 1982.

(2) The method for calculating the increase in the CPI for six (6) months is described in Appendix D.

- 2) If this adjustment results in the professional who was not governed by the scale during the last period of the collective agreement being placed at a salary rate lower than the maximum grade of the salary scale corresponding to his employment class, this adjustment shall be raised to the percentage necessary to allow him to reach the level of that grade.
- 3) The difference between, on the one hand, the percentage of adjustment of the maximum grade of the salary scale corresponding to the professional's employment class and, on the other hand, the rate of adjustment established for him in compliance with sub-paragraph 1 or 2 shall be paid him in a lump sum calculated on the basis of his salary rate before adjustment and granted for the first period of the subsequent agreement.

This amount shall be paid within forty-five (45) days following the end of the first period of the subsequent collective agreement or on the date of the professional's departure if that occurs first and shall be calculated on a pro rata basis of the regular remunerated hours during this same period.

Section 6-11.00 Income Protection

6-11.01 For Full-time and Part-time Professionals

Within three (3) months following the end of each period of the collective agreement, a lump sum, intended to compensate for the erosion of the professional's purchasing power that might have occurred during this period, despite the base protection incorporated into his salary rate, shall be granted, on a pro rata basis of the regular remunerated hours, any professional who meets the following conditions:

- 1) has been placed at the maximum grade of the salary scale applicable to his employment class at the beginning of the reference period, on the condition however that the professional has not reached this maximum grade on the day this begins;
- 2) is still in the employ of the college at the end of the reference period;
- 3) remains, at the end of this same period, at the maximum grade of the same salary scale at the beginning of the period and has not enjoyed an absence without pay coinciding totally with the reference period.

The lump sum to be paid shall be equal to the results of the following operation:

- 1) For each period of the agreement, with the exception of July 1, 1982 to December 31, 1982, each professional's base salary (BS)⁽¹⁾ at the beginning of the reference period shall be divided by the sum of one (1) plus the percentage of increase agreed upon as a base protection (BP) on that same date, increased, if need be, by any supplementary percentage added to the base protection, and shall then be multiplied by the difference between the average, expressed in a percentage, of the monthly variations (AMV) in the CPI during the reference period⁽²⁾ and the percentage of increase agreed upon as a base protection (BP) at the beginning of the same period, increased, if need be, by any supplementary percentage added to the base protection according to the following formula:

$$\frac{\text{BS}}{1 + (\text{BP} + \text{any supplementary percentage, if need be, agreed upon at the beginning of the period})} \times \left[\text{AMV} - (\text{BP} + \text{any supplementary percentage, if need be, agreed upon at the beginning of the period}) \right]$$

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- (1) For the purpose of applying the formula which follows, the base salary shall be expressed on an annual basis.
- (2) The formula for calculating the average of monthly variations for a period of twelve (12) months appears in Appendix E.

- 2) for the period from July 1, 1982 to December 31, 1982, an operation identical to that described in paragraph 1 shall be used with the following three (3) changes:
- a) for the purpose of applying the calculation formula, the supplemental percentage agreed upon at the beginning of the period shall be equal to the percentage obtained by dividing the additional amount of increase ensuing from application of the second sub-paragraph of paragraph D of Clause 6-8.01, by the salary rate applicable on June 30, 1982;
 - b) the average of the monthly variations (AMV) of the CPI shall be established on a six (6) month basis⁽¹⁾;
 - c) the result of the operation shall be divided by two (2), taking into account that a salary established on a yearly basis has been used in the operation and that the period covered is six (6) months.

(1) The formula for calculating the average, expressed in a percentage, of the monthly variations for a period of six (6) months appears in Appendix F.

6-11.02 For Professionals Who Do Not Fall Within the Salary Scale

For the purpose of this section, a professional whose salary rate is higher than the maximum rate on the salary scale applicable to his employment class shall be considered as being remunerated on the basis of the maximum rate of that salary scale and the lump sum to be paid him to compensate for erosion of his purchasing power shall be calculated on that basis.

Section 6-12.00 Retroactivity

6-12.01 By way of retroactive pay due according to the provisions of Chapter 6-0.00 of this agreement, a professional in the employ of the college on the date of the signing of this agreement shall be entitled to the difference, if positive, between the two (2) following amounts:

- the total remuneration which he would have received between July 1, 1979 and the coming into force of this agreement under the provisions of Chapter 6-0.00 of this agreement, according to the duration of his service over the same period.

and

- the total remuneration which he has received for the same period including any sum paid as an advance on the retroactivity resulting from the signing of this agreement.

6-12.02 The professional who was in the employ of the College as a professional between July 1, 1979 and the date of the signing of this agreement but who is no longer employed on the date of the signing of this agreement shall be entitled to the retroactive pay stipulated in Clause 6-12.01, according to the duration of his service over that period.

However, this sum is payable only if the professional submits a written request to the College within forty-five (45) days after the College sends a list of the professionals affected by this Clause to the Union.

6-12.03 For the purposes of applying Clause 6-12.01, the total remuneration which is stipulated therein shall include the salary, the premium set forth in Clause 6-7.02, the amounts resulting, if need be, from the application of Section 6-9.00 as well as the amounts paid for overtime.

6-12.04 The retroactive amounts due through application of this section shall be paid within forty-five (45) days following the signing of this agreement in the cases stipulated in Clause 6-12.01 and within forty-five (45) days following the request stipulated in Clause 6-12.02 in the cases affected by this Clause. In the case of the professional's death, these amounts shall be payable to his legal heirs.

Section 6-13.00 Payment of Salary

- 6-13.01 A professional's salary shall be payable in twenty-six (26) equal payments every second (2nd) Thursday.
- 6-13.02 If certain Thursdays are not working days, the professional shall be paid on the last working day preceding these Thursdays. Wages payable during the professional's vacation shall be paid to him before his departure, unless he notifies the College otherwise.
- 6-13.03 The professional who leaves the service of the College shall be entitled to payment for accumulated vacation days not taken by the departure date, in accordance with the provisions of Section 8-4.00. In the event of the professional's death, these amounts shall be paid to his legal heirs.
- 6-13.04 After agreement between the parties and on the condition that this is technically possible for the College, if the professional so wishes, the College shall deduct a regular amount from the professional's salary for the purpose of one Savings Bank or one Credit Union or one Bank.
- 6-13.05 The College shall give the professional, on the last day of his employment, a signed statement of the amounts of salary due and, if need be, of any cash fringe benefits due according to the agreement, on the condition that the professional give the College at least one (1) month's prior notice of his departure.

In the pay period following the professional's departure, the College shall give or send the professional his pay check including therein, if need be, his cash fringe benefits according to the agreement.

Reimbursement to the professional of the contributions paid into the pension plan shall be subject to the provisions of the law.

- 6-13.06 On the last day of the professional's employment, the College shall give the professional a written attestation of his service time at the College, on the condition that the professional gives the College at least one (1) month's prior notice of his departure.
- 6-13.07 The professional who leaves the College shall retain, after his departure, the right to file a grievance against the College's application of this section, according to the procedure stipulated in Chapter 9-0.00.
- 6-13.08 Clauses 6-13.02, 6-13.04 and 6-13.06 may be replaced by other provisions according to the procedure for local arrangements as stipulated in Section 2-3.00 of this agreement.

CHAPTER 7-0.00 PROFESSIONAL DEVELOPMENT

Section 7-1.00 General Provisions

7-1.01 In order to answer the professional's needs and to develop special skills in professionals, the College shall allow all professionals the real possibility of development in activities, studies, training or research useful to the accomplishment of their duties.

To this effect, the College shall allow these professionals the opportunity to benefit from the decentralized and general development policies stipulated in this Chapter.

7-1.02 The College shall respect engagements contracted prior to the signing of this agreement with regard to the professional in its employ and the College shall allow him to complete any professional development activities already underway.

7-1.03 The amounts involved by the engagements mentioned in Clause 7-1.02 shall be taken from the amount that the College may allocate for implementation of its decentralized development policy.

7-1.03 The professional who has been authorized by the College to pursue professional development activities during his regular working hours shall receive the salary that he would receive if he were working. The regular working hours of this professional shall not be changed because of this except following an agreement between the professional and the College.

Section 7-2.00 Local Professional Development

- 7-2.01 The amount granted the College to implement the decentralized professional development policy shall be \$33.76 for each full-time professional for the fiscal year 1979-1980, \$36.63 for the fiscal year 1980-1981 and \$39.19 for the fiscal year 1981-1982 and \$20.96 for the period from July 1, 1982 to December 31, 1982.
- 7-2.02 This amount may be increased by the "Service de la formation et du perfectionnement du Ministère de l'Education" after consultation with the joint advisory committee for professional development of professionals (C.C.P.P.P.) in order to create special projects for local professional development. Amounts thus granted shall be taken from the amount determined in Clause 7-3.03.
- 7-2.03 The balance of the amount stipulated in Clause 7-2.01 shall be transferred to the following fiscal year if it has not been spent or granted during the fiscal year.
- 7-2.04 Within thirty (30) days following the signing of this agreement, and at the request of one or the other of the parties, the College and the Union shall form a local professional development committee.

This committee shall be a joint committee composed of two (2) College representatives and two (2) Union representatives.

The purpose of this committee shall be:

- a) to receive requests from professionals for professional development, to analyze and discuss these requests, and to make recommendations to the College;
- b) to study the professional development needs of professionals;
- c) to undertake the steps necessary for professionals to benefit from all the development opportunities available to them.

7-2.05 The committee shall establish its own rules of procedure and operation.

7-2.06 Courses given by the College are free of charge for professionals employed by the College. This should in no way oblige the College to organize courses or to engage supplementary personnel.

Section 7-3.00 Provincial Professional Development

7-3.01 "Le service de la formation et du perfectionnement du ministère de l'Education" shall be responsible for creating provincial professional development programmes applicable to all professional college personnel and shall assume in particular the following duties: establishing priorities, drawing up plans and programmes, evaluating professional and development bodies, and administering agreements.

7-3.02 "Le service de la formation et du perfectionnement" shall be advised by a joint advisory committee for professional development of professionals (C.C.P.P.P.) for the college sector. At least one (1) authorized representative of the union negotiating party shall sit on this committee; the number of representatives shall be equal for each union negotiating party affected by this committee.

The Colleges and the Department of Education shall also be represented.

7-3.03 The amount granted the activities of the "Service de la formation et du perfectionnement du ministère de l'Education" shall be \$50,000 per fiscal year for the college sector.

For the year 1979-1980, however, the provincial negotiating parties shall respect the agreements already concluded for that year.

7-3.04 The amounts stipulated in Clause 7-3.03 shall be allocated according to the principles and criteria established by the joint advisory committee for the professional development of professionals (C.C.P.P.P.) for the college sector.

7-3.05 In addition to the amounts stipulated in Clause 7-3.03, provincial funds of \$50,000 per fiscal year for the college sector shall be created for the purpose of transportation and living expenses for professionals who attend universities located outside the College area, and expenses resulting from the organization of professional development activities when a minimum number of professionals is not available to form a group.

Within sixty (60) days following the signing of the agreement, the negotiating parties shall form a committee which shall be responsible for allocating these funds.

CHAPTER 8-0.00 WORKING CONDITIONS AND PRINGE BENEFITS

Section 8-1.00 - Workweek and Working Hours

- 8-1.01 The regular workweek shall not exceed thirty-five (35) hours scheduled over five (5) consecutive days.
- 8-1.02 Each professional's regular work schedule, set up in accordance with the provisions of Clause 8-1.03, must comply with the following rules unless, according to the local arrangements procedure stipulated in Section 2-3.00, the parties agree to replace or amend them, or add new rules:
- a) the workweek shall normally be scheduled equally from Monday to Friday inclusive, between 8:00 a.m. and 6:00 p.m.;
 - b) the working hours shall be continuous unless there is agreement to the contrary between the professional and the College;
 - c) night and week-end work shall be reduced to a minimum, depending on the needs of the department.
- 8-1.03 After consulting with each professional and taking into account the requirements of the department with which each professional is connected and the rules stipulated in Clause 8-1.02 or those agreed upon by the parties, the College shall determine each professional's regular schedule before the start of each semester.
- 8-1.04 Each professional's regular schedule shall apply at least until the start of the next semester, unless the professional concerned and the College agree to change it during the semester in terms of the requirements of the department. The College is not required to inform the professional when his schedule is going to remain the same for the following semester.

8-1.05 For the purpose of applying this section, the start of the semester may fall at the beginning of the full week which precedes the start of classes for the Collège's students. Hence, there are three (3) semesters in which the work schedules will be implemented: fall, winter and summer.

8-1.06 Within the local arrangements procedure laid down in Section 2-3.00, for the purpose of setting up a summer schedule, the parties may agree to schedule regular working hours differently, as long as this distribution does not involve a reduction in the number of hours worked annually.

Section 8-2.00 Overtime

8-2.01 Over and above a thirty-five (35) hour workweek, any hours worked at the request of the Collège or authorized by the Collège outside of the regular schedule of the professional concerned, or during a holiday, shall be considered as overtime.

Participation of the professional in committees or mechanisms laid down in the present agreement may at no time be considered as overtime even if this participation has taken place outside of the professional's regular work schedule.

8-2.02 The overtime shall be compensated by either of the following ways, after the professional concerned and the Collège have reached an agreement which must be made before the overtime is carried out:

- a) the overtime may be taken as time within a delay not exceeding the professional's annual vacation. If the overtime has not been taken as time within the delay, the professional shall be paid for this overtime at the regular rate within thirty (30) days following the end of the said delay.
- b) the professional may be paid for this overtime at the regular rate within thirty (30) days following submission of the claim.

Section 8-3.00 Paid Holidays

8-3.01 The professional shall enjoy thirteen (13) paid holidays per fiscal year.

However, part-time professionals or those employed by the Collège only for part of the fiscal year shall enjoy the holiday or fraction of it which coincides with his regular work schedule.

8-3.02 As soon as the Collège has set up the school calendar, it shall set out the list of holidays for the professionals after discussion in accordance with the procedures laid down in Section 4-2.00. This list shall be posted or sent to each professional.

This list may be amended after agreement between the parties in accordance with the procedures laid down in Section 4-2.00

8-3.03 When one of these holidays occurs during a professional's annual vacation, the day is added to his vacation period or a day's vacation is carried forward to a later date after agreement has been reached between the professional and the Collège.

Section 8-4.00 - Annual Vacation

8-4.01 All professionals are entitled to an annual paid vacation period based on their years of service completed on May 31 of the year concerned, in accordance with the following stipulations:

<u>Number of Completed Years of Service</u>	<u>Working Days of Vacation</u>
one (1) year and less than seventeen (17) years	twenty (20) work- ing days
17 and 18 years	21 working days
19 and 20 years	22 working days
21 and 22 years	23 working days
23 and 24 years	24 working days
25 years and over	25 working days

8-4.02 Professionals who do not have one (1) year of service on May 31 are entitled to one and two thirds working days ($1 \frac{2}{3}$) of paid vacation per complete month of service.

With the consent of the College, such professionals may complete their vacation period with single holidays without pay until a total of twenty (20) working days is reached.

8 4.03 Vacation days accumulated up to May 31 of one year may be taken between June 1 and May 31 of the following year. No accumulating of annual vacation time shall be permitted without the express approval of the College.

- 8-4.04 Before May 1, professionals shall inform the Collège, in writing, of the date on which they wish to take their annual vacation. The Collège shall approve this choice unless it must ask the professional before May 15, to choose another period if one or the other of the following factors makes the choice unacceptable:
- a) department requirements defined previously by the Collège;
 - b) seniority among the professionals of the department.
- 8-4.05 The Collège may not oblige a professional to change or curtail his vacation period that it has already approved.
- 8-4.06 Clauses 8-4.04 and 8-4.05 notwithstanding, the College, after agreement with the Union, may set a full or partial stop of its activities for the vacation period. This decision by the Collège must be made before May 1 of the year concerned.
- 8-4.07 All paid leave of absence shall be considered as continuous service in the computing of vacation time.
- 8-4.08 All accumulation of leave of absence without pay over sixty (60) working days shall reduce the length of vacation time in the manner outlined in Clause 8-4.11. However, in accordance with Section 8-6.00, maternity leave (Clause 8-6.05) and the holidays laid down in Clauses 8-6.14, 8-6.18 and 8-6.22 shall not affect the length of vacation time.

8-4.09 A professional who cannot take his vacation during the period prescribed, due to sickness, accident, an accident at work before the start of his vacation period may postpone his vacation period to a later date. However, he must advise the College before the date set for his vacation period.

The Collège shall fix a new vacation date upon the professional's return but while taking into account the two (2) following factors in the order below:

- a) the requirements of the department defined previously by the Collège;
- b) the preferences of the professional.

8-4.10 Professionals employed by a Collège signatory to the present agreement who, under the terms of the system in force in the Collège at the time of the signing of the collective agreement, enjoy a greater number of annual vacation days than they would enjoy under the provisions of Clause 8-4.01 of the present agreement, and shall continue to enjoy the same number of vacation days for the duration of the present agreement. In no case however may the number of annual vacation days thus accrued exceed twenty-five (25) working days.

8-4.11 - TABLE OF DEDUCTIONS OF VACATION DAYS

	Number of working days for which the professional was not entitled to a salary		Number of vacation days deducted from annual vacation credits Normal vacation length MAXIMUM				
	20 days	21 days	22 days	23 days	24 days	25 days	
61 to 66	5	5	5½	5½	5½	6	
66½ to 76	6	6	6½	6½	7	7½	
76½ to 88	6½	6½	7	7½	7½	8	
88½ to 98	7	7	7½	8	8½	9	
98½ to 110	8	8	8½	9	9½	10	
110½ to 120	9	9½	10	10½	11	11½	
120½ to 132	10	10½	11	11½	12	12½	
132½ to 142	11	11½	12	12½	13	14	
142½ to 154	11½	12	12½	12½	13	14½	
154½ to 164	12	12½	13	14	14½	15½	
164½ to 176	13	13½	14½	15	16	16½	
176½ to 186	14	14½	15½	16	17	18	
186½ to 198	15	15½	16½	17½	18	19	
198½ to 208	16	16½	17½	18½	19½	20½	
208½ to 220	16½	17	18	19	20	21	
220½ to 230	17	18	19	20	21	22	
230½ to 242	18	19	20	21	22	23	
242½ to 252	19	20	21	22	23	24	
252½ to 264	20	21	22	23	24	25	

Section 8-5.00 - Personal Leave

8-5.01 Upon request to the Collège or his representative, professionals shall be granted authorized leave without loss of salary for the purposes and periods of time below:

- a) his wedding: seven (7) consecutive days including wedding day;
- b) the wedding of his father, mother, son, daughter, brother or sister, half brother or half sister: the wedding day;
- c) the death of his spouse or his child: seven (7) consecutive days including the day of the funeral;
- d) the death of his father, mother, father-in-law, mother-in-law, brother or sister: three (3) consecutive days including the day of the funeral;
- e) the death of his brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother or grandfather: three (3) consecutive days if the deceased was living in his home. The day of the funeral if the deceased was living elsewhere.
- f) the day on which he moves;
- g) any professional who is quarantined by a qualified medical authority shall not suffer any loss of salary for this period;
- h) any other event outside of his control (disaster, fire, theft, flood, etc...) which forces a professional to be absent from his work: the number of days fixed by the Collège after agreement has been reached with the professional.

- 8-5.02 In the cases referred to in Paragraphs b), d) and e) of Clause 8-5.01, professionals shall be entitled to one (1) additional day if the event takes place more than two hundred and forty (240) kilometres from the professional's residence and two (2) more days if the event takes place more than four hundred and eighty (480) kilometres away.
- 8-5.03 Professionals shall be entitled to a maximum of two (2) days per fiscal year for personal affairs for which no provision has been made in this Section. Taken during periods of at least one half day in length at a time, these two (2) days are drawn at the professional's choice from the paid or unpaid sick leave credit, if necessary, stipulated in Section 8-16.00 of the present agreement, after notice has been given to the Collège.
- 8-5.04 A professional who is called on to act as a juror or to appear as a witness in a case in which he is not one of the parties shall not suffer any loss of salary from this fact. In a case where a professional acts as expert witness, he shall turn over to the Collège the remuneration he receives for this up to the amount of salary paid him by the Collège for the period concerned.
- 8-5.05 The personal leave credit that a professional employed by the Government had accumulated before December 31, 1965 at the time of his transfer shall be transferred to the Collège. This credit may be used under the following conditions:
- a) to extend, without loss of salary, personal leave provided in the present Section by a number of days equal to that permitted by this agreement;
 - b) only the extra days shall be deducted from the credit;
 - c) the Collège shall inform the professional of their credit balance each year.

Section 8-6.00 Parental Rights

I - General Provisions

- 8-6.01 The present system shall take effect when the stipulations of the Collective Agreement are approved on the national scale.
- 8-6.02 Maternity leave premiums provided in Part II shall only be paid as supplements to unemployment insurance benefits or, in the cases hereafter, as payments during a period of unemployment caused by a pregnancy for which the unemployment insurance plan makes no provision.
- 8-6.03 If the granting of leave is restricted to one spouse only, this restriction shall take effect when the other spouse is also a salaried employee of the public or para-public sector.
- 8-6.04 The Collège shall not reimburse professional the amounts which might be required from her by the Canada Employment and Immigration Commission (C.E.I.C.) under the terms of the Unemployment Insurance Act when the professional's income is one and a half times greater than the maximum insurable earnings.

II- Maternity Leave

- 8-6.05 The pregnant professional shall be entitled to maternity leave of twenty (20) weeks duration which must be consecutive contingent on Section 8-6.07.

The professional who gives birth to a stillborn child after the beginning of the twentieth week preceding the scheduled date of birth shall also be entitled to this maternity leave.

- 8-6.06 The distribution of maternity leave before and after the birth shall be up to the professional and include the delivery day.
- 8-6.07 The professional who delivers prematurely and whose child is consequently hospitalized shall be entitled to discontinuous maternity leave. She may return to work before the end of her maternity leave and complete it when the child's condition no longer requires hospital care.
- 8-6.08 To obtain maternity leave, a professional must give written notice to the Collège at least two (2) weeks before her departure date. This notice must be accompanied by a medical certificate attesting to the pregnancy and the scheduled date of birth.

The delay for presenting the notice may be shorter if a medical certificate attests that the professional must leave her position earlier than planned. In case of unforeseen circumstances, the professional shall be exempted from the formality of a prior notice, subject to giving the Collège a medical certificate attesting that she must leave her job without delay.

Cases Eligible For Unemployment Insurance

- 8-6.09 A professional who has accumulated twenty (20) weeks of service (1) before the start of her maternity leave and who, after submitting an application for benefits under the terms of the unemployment insurance plan, is declared eligible to these benefits shall be entitled to receive during her maternity leave, contingent on Clause 8-6.12:

(1) An absent professional shall continue to accumulate service if her absence has been authorized for reasons of disability in particular, and entail benefits or remuneration.

- a) for each of the weeks of the waiting period stipulated in the unemployment insurance plan, an allowance equal to 93% (1) of her basic weekly salary; (2)

 - b) for each of the weeks she receives or could receive unemployment insurance benefits, a supplementary allowance equal to the difference between 93% of her basic weekly salary and the unemployment insurance benefit she receives or could receive. For the purposes of this paragraph, the supplementary allowance shall be calculated from the unemployment insurance benefits that a professional is entitled to receive without taking into account the amounts subtracted from these benefits due to repayment of benefits, interest, penalties and other recoverable amounts under the unemployment insurance plan.

 - c) for each of the weeks which follow the period stipulated in Paragraph b), an allowance equal to 93% of her basic weekly salary, up to the end of the twentieth week of maternity leave.
-

- (1) 93%: this percentage was fixed to take into account the fact that, in such a situation, the professional is entitled to an exemption from contributions to pension and unemployment insurance plans, which is equivalent to 7% of her salary on the average.

- (2) By "basic salary" is meant the professional's regular salary including responsibility premiums to the exclusion of the others, with no extra remuneration even for overtime.

Cases Not Eligible For Unemployment Insurance

8.6.10 A professional denied unemployment insurance benefits or declared ineligible shall also be denied the benefit of any compensation. However:

A full-time professional who has accumulated twenty (20) weeks of service before the start of her maternity leave shall also be entitled to an allowance equal to 93% of her basic weekly salary for ten (10) weeks, if she is not eligible for unemployment insurance benefits for either (2) of the following reasons:

- i) she did not hold an insurable position for at least ten (10) weeks between the fiftieth and thirtieth week preceding that scheduled for the delivery; or
- ii) she did not hold an insurable position for at least twenty (20) weeks during her reference period laid down by the unemployment insurance plan.

A part-time professional who has accumulated twenty (20) weeks of service before the start of her maternity leave shall also be entitled to receive an allowance equal to 95% of her basic weekly salary for ten (10) weeks, if she is not eligible for unemployment insurance benefits for any one of the three (3) following reasons:

- i) she has not contributed to the unemployment insurance plan
or
- ii) she has contributed but did not hold an insurable position for at least ten (10) weeks between the fiftieth and thirtieth week preceding that scheduled for the delivery
or
- ii) she has contributed but did not occupy an insurable position for at least twenty (20) weeks during her reference period.

If a part-time professional is exempted from contributing to the pension and unemployment insurance plans, the allowance shall be set at 9.3%.

8-6.11 In the cases stipulated in Clauses 8-6.09 and 8-6.10:

- a) No other allowance may be paid during the vacation period throughout which a professional is remunerated.
- b) The allowance due for the two (2) first weeks shall be paid by the Collège in the two (2) first weeks of the leave. The allowance due after that time shall be paid in two (2) week intervals, the first payment however only being required, in the case of a professional eligible for unemployment insurance, fifteen (15) days after the Collège has obtained proof that she is receiving unemployment insurance benefits. For the purposes of the present paragraph, the following are considered as proof: a statement of benefits, a money order stub and information furnished the Collège by the C.E.I.C. by means of a computer statement.
- c) Service shall be calculated among all the public and para-public sector employers: Public Service, Education, Social Affairs, Vocational Training Commissions and the Société des traversiers du Québec.
- d) The part-time professional's basic weekly salary shall be the average weekly basic salary of the five (5) months preceding her maternity leave. If, during this period, the professional has received benefits established to a certain percentage of her regular salary, it is understood that, for the purposes of calculating her basic salary during her maternity leave, the basic salary is referred to on which these benefits were established.

If the last five (5) months preceding the part-time professional's maternity leave includes July 1, the basic weekly salary shall be calculated from the pay rate in effect on that July 1. If, however, the maternity leave includes July 1, the basic weekly salary shall change on that date according to the applicable salary scale regulating formula.

8-6.12 The maternity leave allowance (1) paid by Quebec manpower centres shall be subtracted from the allowances to be paid in accordance with Clause 8-6.09.

(1) This is the allowance currently set at \$240.00.

8-6.13 During this maternity leave and the extensions stipulated in Clause 8-6.14 of the present part, the professional shall enjoy the following benefits as long as she is normally entitled to them:

- life insurance;
- health insurance, under the condition that she pays her contribution;
- accumulation of vacation time;
- accumulation of sick leave;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for job security purposes.

A professional may postpone a maximum of four (4) annual vacation weeks if they are situated within the maternity leave and if, no later than two (2) weeks before the end of the leave, she notifies her employer of the postponement date.

8-6.14 If the birth takes place after the scheduled date, the professional shall be entitled to an extension of her maternity leave equal to the delay, unless she already has available to her at least two (2) weeks of maternity leave after the birth.

The professional may also enjoy a four (4) week extension of her maternity leave if her child's health requires it.

During these extensions, the professional shall receive no allowance or salary.

8-6.15 The duration of maternity leave may be less than twenty (20) weeks. If the professional returns to work during the two (2) weeks following the birth, she shall produce, at the Collège's request, a medical certificate attesting that she has sufficiently recovered to resume work.

8-6.16 During the fourth week preceding the end of the maternity leave, the Collège must send the professional a notice indicating the scheduled date for the end of the leave.

The professional to whom the Collège has sent the above notice must present herself at work when her maternity leave expires, unless it is extended in the manner stipulated in Clause 8-6.27.

The professional who does not comply with the above paragraph shall be considered to be on leave without pay for a period not exceeding four (4) weeks. At the end of this period, the professional who has not presented herself for work shall be presumed to have resigned.

8-6.17 Upon returning from maternity leave, the professional shall assume her position. Should the position have been abolished, the professional shall be entitled to the benefits which she would have enjoyed if she had then been at work.

III- Special Pregnancy Leave

Temporary Assignment and Special Leave

- 8-6.18 When her working conditions involve a risk of infectious disease or physical danger for her or the unborn child, a pregnant professional may ask to be provisionally assigned to another position, temporarily vacant or without a job holder, in the same employment category or, if she agrees and subject to the provisions of the Collective Agreement, another employment category. She must submit a medical certificate to this effect as soon as possible.

The professional thus assigned to another position shall retain the rights and privileges attached to her regular position.

If the Collège does not carry out the provisional assignment, the professional shall be entitled to special leave starting immediately. Unless provisional assignment takes place thereafter and terminates it, this leave shall end at the start of the eight week preceding the scheduled delivery date, when the maternity leave then comes into effect.

During the special leave provided in the present clause the professional shall be entitled to an allowance equal to that stipulated by Section 42 of the Workmen's Compensation Act (L.R.Q., Chapter A-3).

The allowance thus paid shall be reduced from any benefits paid for the same purpose by a public body (1). All other provisions of the Collective Agreement notwithstanding, the total allowances or benefits paid for the purposes of the present clause may not exceed 100% of the professional's net income.

(1) This is added in case the coming into effect of special legislative provisions would involve the payment of such benefits.

Other Special Leave

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

- a) when a pregnancy complication or a danger of an interrupted pregnancy requires work stoppage for a period the duration of which shall be prescribed in a medical certificate which may be checked by a doctor chosen by the Collège. This special leave however may not be extended beyond the start of the eight week preceding the scheduled delivery date, when the maternity leave comes into effect;
- b) on presentation of a medical certificate prescribing the duration, when a natural interruption of pregnancy or one induced legally before the start of the twentieth week preceding the scheduled delivery date;
- c) for pregnancy-related visits to a health professional and attested to by a medical certificate.

8.6.20 During the special leave granted under the terms of this part, the professional shall enjoy the benefits stipulated in Clause 8-6.13, as long as she is normally entitled to them, and in Clause 8-6.17 of Part II. The professional referred to in Paragraph a), b) or c) of Clause 8-6.19 may take advantage of the benefits of the sick leave or salary insurance plan.

IV - Other Parental Leave

Paternity Leave

- 8-6.21 The professional whose wife will be giving birth shall be entitled to maximum paid leave of five (5) working days duration. This leave may be discontinuous and must take place between the start of labour and the 7th day following the return home of the mother or the child.

Adoption Leave

- 8-6.22 a) The professional who legally adopts a child shall be entitled to a maximum leave of ten (10) consecutive weeks provided that his or her spouse is not also entitled to it. This leave must take place after the final adoption date.
- b) The professional who legally adopts a child and who does not enjoy the leave stipulated in the preceding paragraph shall be entitled to a maximum paid leave of two (2) working days duration.
- 8-6.23 For each week of the leave stipulated in Clause 8-6.22 a), the professional shall receive an allowance equal to his or her basic weekly salary, paid in two-week intervals.

Leave Without Pay

- 8-6.24 A maximum leave without pay of two (2) years duration shall be granted to the professional as an extension of the maternity leave or paternity leave.
- Only one of the spouses may enjoy this leave without pay unless the leave is divided into two (2) immediately consecutive periods.

8-6.25 Leave without pay of a maximum duration of two (2) years shall be granted the professional as an extension of adoption leave.

Only one of the spouses may enjoy leave without pay unless this leave is divided into two (2) immediately consecutive periods.

8-6.26 During the leave without pay, the professional shall accumulate his(or her)seniority and retain(his or her)experience. He (she) may continue to contribute to the insurance plans applicable to him (her),if he (she) requests it at the start of the leave and if he (she) pays all the premiums.

On returning from this leave without pay, he (she) shall be entitled to a position which is assigned him (her) under the provisions of the Collective Agreement.

Miscellaneous Provisions

8-6.27 The periods of leave covered by Clauses 8-6.22 a), 8-6.24 and 8-6.25 of this part shall be granted after a written request has been submitted at least two (2) weeks in advance.

8-6.28 During the fourth week preceding the end of the ten (10) week adoption leave, the College must send the professional a notice indicating the scheduled termination date of the leave.

The professional to whom the College has sent the above notice must report for work upon termination of the adoption leave, unless it is extended in the manner stipulated in Clause 8-6.27.

The professional who does not comply with the preceding paragraph shall be considered on leave without pay for a period not exceeding four (4) weeks. At the end of this period, the professional who has not reported for work shall be presumed to have resigned.

- 8-6.29 The professional to whom the Collège has sent four (4) weeks advance notice of the termination date of one of the leaves stipulated in Clauses 8-6.24 and 8-6.25 must give prior notice of his/her return at least two (2) weeks before the termination of this leave. Failing this, he (she) shall be considered as having resigned.

The professional who wishes to terminate his/her leave without pay before the scheduled date must give prior notice in writing of his/her intention at least thirty (30) days before his/her return.

- 8-6.30 The professional who takes the adoption leave stipulated in Clause 8-6.22 a) of this part shall enjoy the benefits stipulated in Clause 8-6.13 as long as he (she) is normally entitled to them, and in Clause 8-6.17 of Part II.

The improved benefits stipulated in the last Collective Agreement shall be extended for the duration of this Agreement.

- 8-6.31 The professional who enjoys a regional disparity premium under this Agreement shall receive this premium during her maternity leave stipulated in Part II.

The preceding notwithstanding, the total of the amounts received by the professional in unemployment insurance benefits, in allowance and in premiums may not exceed 95% of the sum constituting her basic salary and the regional disparity premium.

The beneficiary of the adoption leave stipulated in Clause 8-6.22 a) shall be entitled to 100% of the regional disparity premium during his/her adoption leave.

- 8-6.32 The fact that the professional benefits from this section may not cause him to have more rights than if he (she) were at work, nor to change his/her status.

Temporary Provisions

8-6.33 Clause 8-6.01 notwithstanding:

- a) the professional whose maternity leave started between November 21, 1979 and the date when the stipulations are approved on the national scale shall have this section applied to her with the exception of Clauses 8-6.01 of Part I, 8-6.06 and 8-6.08 of Part II, Paragraph b) of Clause 8-6.11 of Part II and Part III.

For the purposes of applying the preceding paragraph, the first allowance payment, which includes the amount due up to that time, shall be made on the payment date of retroactive pay on salaries and other obligations which have been paid. In addition, for the professional who is eligible for unemployment insurance, this payment may not be made before the employer has obtained proof of unemployment insurance benefits, as defined in Paragraph b) of Clause 8-6.11.

Subsequent payments shall be made every two (2) weeks; and

if, on the day that the stipulations are approved on the national scale, the professional has already taken advantage of leave without pay on paternity grounds, his salary shall be reimbursed up to the maximum number of days stipulated for paternity leave in the present section; and

the professional who has not taken advantage of the paternity leave shall be entitled to take this leave before June 30, 1980, up to the maximum number of days stipulated for this leave and with two (2) days prior notice.

- b) The professional who legally adopts a child between November 21, 1979 and the date when the stipulations are approved on the national scale shall be entitled to adoption leave under the conditions and with the benefits stipulated for this leave in this section.
- c) The professional who, on the date when the stipulations are approved on the national scale, is on leave without pay following maternity leave having started before November 21, 1979, shall be entitled to an extension bringing the duration of her leave without pay to a maximum of two (2) years, with the benefits conferred by Clauses 8-6.24 and 8-6.26 and under the conditions stipulated by Clause 8-6.29.

The professional who wishes to take advantage of this provision must notify her employer in writing before the end of the initial leave without pay which she wishes to have extended.

Section 8-7.00 - Leave of Absence Without Pay

8-7.01 After notifying the Collège within ninety (90) days, the professional may take leave without pay.

The conditions under which he leaves and returns must be agreed upon between the professional concerned and the College. At the request of the professional, this application shall be discussed in accordance with the procedures set out in Section 4-2.00.

8-7.02 At the request of the professional, the Collège may temporarily transform his position into a half-time position with half-pay after an agreement has been reached between the professional and the Collège. In such a case, this position remains a full-time position for the purposes of applying this Agreement.

8-7.03 The professional enjoying a half-time leave with half-pay shall be considered as having the status of a part-time professional for the purposes of the benefits stipulated in Clause 2-1.03.

8-7.04 The professional enjoying leave without pay may avail himself of the group insurance and retirement plan benefits stipulated in this Agreement, on the condition that he assumes the total cost and that the master policies and laws permit it.

8-7.05 The duration of this leave without pay shall be a maximum of twelve (12) months.

Any extension of this leave may be authorized after agreement has been reached between the parties.

8-7.06 The professional shall resume his position at the time stipulated when he left, subject to the provisions of Chapter 5-0.00.

8-7.07 For the purpose of applying this section, the aim of Clause 8-7.01 shall not be to enable a professional to leave his job temporarily in order to hold another job unless it can be considered retraining.

Section 8-8.00 Leave for Professional Activities

8-8.01 Upon submitting a written request to the Collège, a professional shall enjoy leave without loss of salary in the following cases:

- a) to give lectures or courses in his field of competence;
- b) to participate in seminars, conventions and information sessions as long as it is related to the exercise of his duties.

The Collège may not refuse this leave without reasonable grounds.

8-8.02 Upon submitting a written request to the Collège, a professional who wishes to exercise his profession within an educational, governmental (Quebec, Canada or abroad) or recognized public interest body shall enjoy leave without pay for a maximum period of two (2) years. The Collège may not refuse this leave without reasonable grounds.

This leave shall not be renewable for the duration of the Agreement unless there is agreement to the contrary between the parties in accordance with the procedures laid down in Section 4-2.00.

The professional shall resume his position on the date fixed at his departure or earlier, with two (2) months prior notice.

8-8.03 The professional referred to in Clause 8-8.02 may enjoy the fringe benefits stipulated in this Agreement on the condition that, should the occasion arise, the master policies and laws permit it. However, when the Collège must assume a cost for these fringe benefits, it may demand that the organization concerned reimburse them.

In addition, the Collège shall recognize years of experience in accordance with the provisions of this Agreement.

8-8.04 Upon submitting a written request to the Collège, a professional may enjoy leave when he is invited to sit on departmental councils, regional planning committees, committees or councils for general administration of college teaching, and any other council in the Education sector.

However, this leave may not be refused except on reasonable grounds.

In no case shall the professional enjoying leave under the terms of this Clause suffer a reduction in salary.

In addition, his professional duties shall be re-arranged and/or reduced accordingly. This reduction shall be absorbed by the Collège.

8-8.05 In the cases stipulated in this section, when the Collège grants leave with pay and the professional receives remuneration or honorariums for these activities, the Collège shall be entitled to require that the organization concerned turn this remuneration or these honorariums over to it up to the amount of the salary paid the professional for the corresponding period.

However, in the cases stipulated in Clause 8-8.01, the Collège may only demand this reimbursement when the leave is at least one (1) day's duration.

Section 8-9.00 Leave for Public Office

- 8-9.01 Any professional who wishes to run in a federal, provincial, municipal or school election may obtain, for this purpose, leave without pay between the sixtieth (60th) day preceding and the twenty first (21st) day following the polling day, if he so wishes.

If he is defeated, the professional shall resume his position at the end of the leave.

- 8-9.02 Any professional who is elected member of Parliament or of the National Assembly shall be considered as having submitted his resignation on the day of his election.

This professional shall be entitled to resume his position or an equivalent one as soon as there is a vacancy in his Collège, in accordance with the provisions of Section 5-3.00 (Vacancy)

as long as he advises the Collège of his resignation or his failure to have his term of office renewed, within twenty one (21) days following the termination of his term of office. .

- 8-9.03 Any professional elected to a civic office other than as a Member of Parliament or of the National Assembly shall be entitled to leave without pay for the duration his term when it requires full availability on his part, on the condition that he submits the request to the Collège with reasonable notice. The provisions of the second paragraph of Clause 8-9.02 then apply.

When the term requires partial or occasional availability on his part, the professional shall be entitled to be absent from work without pay, if his absence is necessary to accomplish the duties of his office, after the Collège has been given reasonable notice.

- 8-9.04 If a professional is called upon to hold one of the offices mentioned above and if the performance of the duties of his office is detrimental to his professional appointment, he may reach an agreement permitting the loan of his services. The Collège may however require that the professional take a leave of absence without pay, after discussion in accordance with the procedures stipulated in Section 4-2.00 and when the circumstances make it necessary. The professional may then continue to participate in the contributory group insurance and pension provided that he assumes the entire cost and on the condition that the plan or master policies so permit.
- 8-9.05 The Collège shall recognize the professional's right to be appointed to a government study commission and the professional thus chosen shall enjoy leave without pay for the duration of his term of office.
- 8-9.06 Clauses 8-9.01, 8-9.02, 8-9.03, 8-9.04 and 8-9.05 may be replaced within the procedure for local arrangements stipulated in Section 2-3.00 of this Agreement.

Section 8-10.00 Civil Responsibility

8-10.01 The Collège undertakes to defend wholeheartedly any professional whose civil responsibility is at issue through the fact of exercising his duties and agrees to bring no complaint against him in this regard

Moreover, any absence made necessary by this mis en cause shall entail no loss of salary or rights.

8-10.02 As soon as the Collège's legal responsibility has been recognized by the latter or established by a civil court, the Collège shall compensate any professional for the total or partial loss, theft or destruction of personal property which by its nature is normally used or brought to the Collège, unless the professional has shown gross negligence. In the event that this loss, theft or destruction is already covered by insurance held by the professional, the compensation shall be equal to the loss actually suffered by the professional.

8-10.03 Subject to complying with the regulations governing use of equipment which are established by the Collège and unless the professional has displayed gross negligence, the Collège may not require reimbursement for the theft, destruction or deterioration of equipment borrowed from the Collège by the professional for job-related activities.

Section 8-11.00 Professional Practice and Responsibility

- 8-11.01 Any document prepared by a professional in the performance of his duties or prepared under his management must be signed by him. However, the use of the contents of such a document shall remain the Collège's responsibility. If the Collège publishes a part or all of this document signed by the professional in any form whatsoever, the name of the author, his professional title and the Collège where he holds his appointment shall appear on the document.
- 8-11.02 Clause 8-11.01 notwithstanding, no professional shall be obliged to sign a document which, in all professional conscience, he cannot endorse, or to modify a document he has signed and he believes to be accurate on a professional level.
- 8-11.03 If the Collège publishes, in whole or in part, in any form whatsoever, a document which has not been signed by the professional, it is prohibited from adding the professional's name to it.
- 8-11.04 No disciplinary measure may be taken against a professional who has refused to sign a document which, in all professional conscience, he cannot approve.
- 8-11.05 As the basis for professional action, the parties recognize the principles set forth in the codes of ethics of the corporations registered under the Professional Code of the Province of Québec, subject to the provisions of this Agreement.
- 8-11.06 The Collège may not force a professional to name the persons who have furnished him with confidential information he used in a report he has written.

8-11.07 When a professional is called upon to give testimony before the civil or criminal courts on facts brought to his attention in the performance of his duties and which he believes will involve professional secrecy, he may have himself accompanied by an attorney chosen and paid by the Collège.

8-11.08 No complaint against a professional may be considered unless it is formulated in writing, signed, brought to the professional's attention and conveyed to the Union at the same time.

The professional may contest in writing the substance of this complaint. This contestation shall be placed in the professional's file if the complaint is also placed there. Any complaint or protest shall be withdrawn from the file within six (6) months after they have been filed.

8-11.09 The Collège shall furnish professionals with working space compatible with the normal performance of the duties which are entrusted them.

8-11.10 The professional activities of a professional must include no responsibilities which are exclusive to management personnel within the meaning of the Labour Code.

Section 8-12.00 Evaluation of Professional Activities

- 8-12.01 Any evaluation of a professional's professional activities must be brought to his attention in writing and placed in his file. The Collège must also place on the file, should the occasion arise, the professional's written comments on the evaluation.
- 8-12.02 Any negative evaluation of a professional's professional activities stemming from a performance which is judged unsatisfactory shall be followed by another evaluation six (6) months after the first one was placed in the file. If this second evaluation is positive, the negative evaluation shall be automatically removed from the professional's file as well as the professional's comments on it, should there be any.

Section 8-13.00 Travelling Expenses

8-13.01 Travelling expenses and all other ~~expenses~~ incurred by professionals in the performance of their duties shall be reimbursed according to the standards agreed upon between the parties, under the procedures stipulated in Section 4-2.00.

Failing agreement, the standards applicable to professionals shall be those in effect at the Collège for management personnel and shall be conveyed to the Union by the Collège as soon as possible.

8-13.02 The professional shall not be obliged to use his own car when travelling on behalf of the Collège.

Section 8-14.00 Parking

8-14.01 As far as it is possible, the Collège agrees to provide the professional with a parking space under the conditions set by the Collège, after discussion, within the procedures stipulated in Section 4-2.00

Section 8-15.00 Health and Safety

8-15.01 In order to ensure the well-being and to prevent occupational accidents or disease, the College agrees to maintain health and safety at work at a high standard. In particular, the Collège agrees to supply free of charge the premises and devices required by municipal by-law or by the Collège's Internal Board or by the standards promulgated under laws respecting health, welfare, hygiene and safety.

8-15.02 A professional who discovers a dangerous situation or one which might become dangerous either to his safety, to that of other professionals or to that of the public must notify his immediate superior immediately.

In such case, the Collège must take the necessary steps immediately, if some are required, to remedy the situation.

8-15.03 The Collège shall supply professionals free of charge with any special clothing required by regulation or standard under hygiene, health and safety laws.

This special clothing shall remain the property of the Collège and it shall be responsible for its care.

8-15.04 Professionals shall have access to the health services offered to the students.

Section 8-16.00 - Life, Health and Salary Insurance Plans

1. GENERAL PROVISIONS

8-16.01 Shall be eligible for the life, health and salary insurance plans from the date of their coming into force until his retirement:

- a) the full-time or part-time professional whose regular workweek is 75% as long or longer than that of a full-time professional. In this case, the College shall pay his full premium;
- b) the part-time professional whose workweek is less than 75% as long as that of a full-time professional. In this case, the College shall pay half of the premium payable for the full-time professional, with the professional concerned paying the balance of the College's premium in addition to his own contribution.

8-16.02 For the purposes of this section, by dependent is meant the spouse or child dependent on a professional as defined hereafter:

- a) Spouse: the man or woman who has become a spouse as a result of a marriage legally contracted in Quebec or elsewhere and recognized as being valid under the laws of Quebec, or by the fact of an unmarried person living on a permanent basis, for more than one (1) year, with an unmarried person of the opposite sex who he publicly introduces as his spouse, it being specified that the dissolution of the marriage through divorce or annulment takes away this status of spouse as does a de facto separation of over three (3) months in the case of a non-legally contracted marriage.
- b) Dependent Child: a child of a professional, his spouse or of both, including a child for whom adoption procedures have been undertaken, unmarried and residing or domiciled in Canada, who is dependent on the professional for his livelihood and is less than eighteen (18) years old; or, is a duly registered full-time student at a recognized educational institution and is less than twenty-five years old; or whatever his age, a child who became totally disabled before his eighteenth (18th) birthday or his twenty-fifth (25th) birthday if he was attending a recognized educational institution, depending on the case, and has remained continuously disabled since that time.

8-16.03 By disability is meant a state of incapacity resulting from sickness or accident or resulting directly from a pregnancy complication or an interruption of a pregnancy before the twentieth (20th) week preceding the scheduled delivery date, requiring medical care and which renders the professional totally incapable of accomplishing the regular duties of his job or of any other similar occupation paid at the same salary that the College may offer.

The disability shall also cover incapacity resulting from hospitalization for a surgical operation or from medical intervention in a doctor's office, connected with family planning.

8-16.04 A period of disability shall be any continuous period of disability or series of successive periods separated by less than eight (8)* days of actual full-time work or availability for such full-time work unless the professional establishes to the satisfaction of the Collège or its representative that a subsequent period can be attributed to sickness or an accident which is completely unconnected with the cause of the preceding disability.

8-16.05 A period of disability resulting from self-inflicted illness or injury, such as alcoholism or drug addiction, active participation in a riot, insurrection or criminal acts, or from service in the armed forces shall not be recognized as a period of disability for the purpose of this agreement.

The preceding notwithstanding, the period of disability during which the professional receives medical treatment or care for his recovery shall be recognized as a period of disability for the purpose of this agreement in cases of alcoholism or drug addiction.

(*) Read "twenty-two (22) days instead of eight (8) days" if the continuous period of disability which precedes his return to work is longer than three (3) months.

- 8-16.06 a) The provisions regarding the life and health insurance plans shall remain in effect until the day of the signing of this Collective Agreement, with the College and the professional continuing to contribute to such plans in accordance with the stipulations of the 1975-1979 collective agreement. Moreover, such a health insurance plan shall remain in effect after the date of the signing of this Collective Agreement if the parity committee provided for hereafter decides to uphold it or cannot complete the operations connected with the new plan coming into effect before the date of the signing of this Collective Agreement.

The provisions regarding the salary insurance plan which are contained in the Collective Agreement shall remain in effect until the date of the signing of this Collective Agreement.

- b) The life, health and salary insurance plans provided for in the present section shall come into effect on the date of the signing of this Collective Agreement, subject to provisions to the contrary.
- 8-16.07 a) The Union shall inform the College in writing of its choice of one or more complementary group insurance plans which may include life, health or salary insurance coverage. The cost of these plans shall be entirely assumed by the participants.

This or these plans shall be subject to one invoice from a single underwriter or a group of underwriters acting collectively.

- b) The Collège shall facilitate the implementation and application of these plans, namely by:
- informing new professionals;
 - registering new professionals;
 - sending to the underwriter the applications for membership and relevant information for keeping the insured's records up to date;
 - deducting the premiums and sending them to the underwriter on presentation of an invoice;
 - sending information usually required by the underwriter for the settlement of certain claims for benefits.

8-16.08 As a counterpart to the Collège's contribution to the insurance plans provided hereafter, the full amount of the rebate allowed by the Unemployment Insurance Commission in the case of a registered plan shall be the exclusive property of the Collège.

II - PARITY COMMITTEE

- 8-16.09 The employer negotiating party on the one hand, and the union negotiating party on the other shall agree to form with dispatch a parity committee composed of four (4) persons charged with the setting up and implementation of the basic health insurance plan. The said committee shall be operative as soon as it is set up.
- 8-16.10 The committee shall choose a chairman from outside its members within twenty (20) days following the signing of this Collective Agreement; if no agreement is reached, this chairman shall be nominated within the following twenty (20) days by the Chief Justice of the Labour Court. This chairman should preferably be an actuary, domiciled and residing in the Province of Quebec for at least three (3) years or, failing that, a person having equivalent qualifications.
- 8-16.11 The employer negotiating party and the union negotiating party shall be entitled to one vote each. The chairman shall be entitled to one vote, to be used only when voting is equally divided. Subject to other recourses of each of the parties to the Agreement, parties expressly waive the right to contest before an arbitration board any decision rendered by the committee or its chairman.

8-16.12 The parity committee may choose to merge with other parity committees provided for in other collective agreements and operate as a single parity committee. In such a case, the groups covered by these committees shall constitute a single group for insurance purposes. A parity committee which has opted to merge may only withdraw from its group on a policy anniversary subject to ninety (90) days prior written notice to the other parity committees.

Failing agreement between the negotiating parties as to whether or not a merger should be carried out, the chairman shall abstain from voting and the status quo shall be maintained.

8-16.13 The committee must determine the provisions of the basic health insurance plan and, if need be, draw up specifications and obtain one or more group insurance policies covering all participants to the plans. To this end, the committee shall request bids from all insurance companies with head offices located in the Province of Quebec. The policy must contain a specific provision dealing with such premium reduction as should be allowed in the event that physician-prescribed drugs be no longer considered as covered expenses under the basic health insurance plan.

8-16.14 The committee must carry out a comparative analysis of all bids received, if such is the case, and after having made its choice, provide each of the negotiating parties of the parity committee with a report on this analysis and a statement giving reasons for its choice. The underwriter selected may be a single underwriter or a group of underwriters acting as a single underwriter.

Specifications must provide for the committee to obtain from the underwriter a detailed statement of all operations carried out under the terms of the policy, various statistics and all information which may be required to check the accuracy of the calculation of the retention.

The committee must also obtain from the underwriter, in consideration on reasonable fees to be added to those provided for in the premium retention provisions, all additional useful and relevant statistics that the "Fédération des Cégeps", the Department of Education or the union negotiating party may request. The committee shall supply the "Fédération des Cégeps", the Department of Education and the union negotiating party such statistics.

8-16.15 Furthermore, if an underwriter selected by the committee should at any time alter the basis of the retention calculation, the committee may select another underwriter; if the underwriter should cease to comply with the specifications or should substantially alter its rates or the basis of the retention calculation, the committee shall be obliged to select a new underwriter. Any alteration which changes the selected underwriter's position in respect of the bids submitted by any other underwriter shall be deemed to be substantial.

8-16.16 Every policy must be issued jointly to the negotiating parties constituting the committee and contain, among other stipulations:

- a) a guarantee to the effect that neither the basis of the retention calculation nor the premium rates may be increased prior to January 1st following the end of the first full policy year, nor more often than once every twelve (12) months thereafter;
- b) a provision to the effect that any excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed annually by the underwriter as dividends or return premiums after deduction of such amounts as may be determined in the pre-arranged retention formula allowing for contingency, administration, reserves, taxes and profit;

- c) a provision that the premium for any given period must be computed in accordance with the rate applying to the participant on the first day of such period;
- d) a provision that no premium shall be payable for a period on the first day of which the professional is not a participant and that the premium shall be payable in full for a period during which the professional's participation terminates.

8-16.17 The parity committee shall entrust to the "Fédération des Cegeps" and the Department of Education the carrying out of such operations as may be required for the inception and implementation of the basic health insurance plan; the said operations shall be carried out according to the committee's instructions. The "Fédération des Cegeps" and the Department of Education shall be entitled to reimbursement of the costs incurred as stipulated hereafter.

8-16.18 Dividends or rebates to be paid as a result of favourable experience with the plans shall constitute funds entrusted to management of the committee. Fees, including those of the chairman of the committee, expenses or disbursements incurred for the inception and implementation of the plan shall constitute primary lien against such funds, and reimbursable expenses shall not include the College's regular operating expenses. The balance of the funds shall be used by the parity committee either to grant a waiver of premiums for a period, to meet increases in premium rates, to improve existing plans or to be returned to the participants according to the formula determined by the committee.

8-16.19 Each committee member's fees and expenses shall be paid by the group represented by the member; nevertheless, their employers shall pay them their regular salary.

III - STANDARD LIFE INSURANCE PLAN

8-16.20 The full-time professional covered by paragraph a) of Clause 8.16.01 shall benefit, without contribution on his part, from a death benefit of \$6,400. This amount shall be reduced to \$3,200 for the professional covered by Paragraph b) of Clause 8.16.01 of this Agreement.

8-16.21 Clause 8-16.20 shall not apply to a professional who benefits from a life insurance amount superior to that to which he would be entitled according to Clause 8-16.20 when such life insurance derives from a group life insurance plan contributed to by the Collège.

IV - BASIC HEALTH INSURANCE PLAN

8-16.22 The basic plan shall insure, as per the terms set down by the parity committee, all drugs sold by a licensed pharmacist or by a duly authorized physician with a prescription from a physician or dentist, a semi-private hospital room ambulance service, hospitalization and medical expenses not otherwise covered, when the professional is temporarily outside of Canada and his condition requires hospitalization, the cost of purchasing an artificial limb due to loss sustained while a participant, or other supplies or services prescribed by the attending physician and required for the treatment of an illness and a chiropractor's services required in the treatment of the professional.

- 8-16.23 The contribution of the Collège to the basic health insurance plan as regards every professional shall be limited to the lesser of:
- a) in the case of participant insured along with his dependents: \$45.00 per year;
 - b) in the case of an individually insured participant: \$18.00 per year;
 - c) an amount equal to twice the contribution paid by the participant himself for the benefits provided by the basic health insurance plan.

The Collège's contribution shall apply starting July 1, 1979.

- 8-16.24 In the event that the Quebec Health Insurance Plan be extended to also cover drugs, the above amounts of \$45.00 and \$18.00 shall be reduced by 2/3 of the annual cost of the drug benefits included in this plan. The unused balance, if there is one, shall be used for additional health insurance. The parity committee shall determine this additional protection.

- 8-16.25 The basic health insurance plan shall come into force upon the signing of the agreement or subsequently on a date provided by the parity committee, if the said committee has not completed the operations relative to the coming into force of the new plan before the signing of the agreement.

- 8-16.26 Health insurance benefits shall be reduced by the benefits provided for under every other plan whether public or private, group or individual.

8-16.27 Participation in the basic health insurance plan is compulsory for the professionals covered by Clause 5-8.01; however, any professional may, by giving prior written notice to the Collège, refuse or cease to be a participant to the said plan provided he establishes that he and his dependents are insured as dependent under a group insurance plan affording him similar benefits.

8-16.28 A professional who has refused or ceased to be a participant to the basic plan may again become eligible thereto subject to the following conditions:

- a) he must establish to the satisfaction of the insurer that:
 - he was previously covered as a dependent under the said basic health insurance plan or any other plan affording similar protection;
 - it is no longer possible for him to remain covered as a dependent;
 - his application was filed within thirty (30) days following the termination of his coverage as a dependent;
- b) subject to Paragraph a) above, coverage is effective as of the first day of the period during which the insurer receives the application;

- c) in the case of a person not insured under this basic health insurance plan prior to applying for such plan, no responsibility rests with the insurer in respect of any payment of benefits which might be payable by a previous insurer by virtue of an extension or conversion clause or for any other reason.

8-16.29 The committee shall have the right to agree to maintain from year to year for the retired professionals the basic plan coverage with appropriate amendments without any contribution on the part of the Collège provided that:

- the contribution of the professionals for the plan and the corresponding contribution of the Collège be determined excluding any cost resulting from the extension of coverage applying to the retired professionals;
- all disbursements, contributions and repayments pertaining to retired professionals be recorded separately and that any additional contribution which may be payable by the professionals by virtue of the aforesaid extension to the retired professionals be clearly identified.

V - SALARY INSURANCE

8-16.30 Subject to the provisions herein, every professional shall be entitled for every period of disability during which he is absent from work to:

- a) up to the lesser of the number of sick leave days accumulated to his credit or five (5) working days; the payment of a benefit equal to the salary he would have received if he had worked;

- b) upon termination of the payment of the benefit provided in Paragraph a), if applicable, but in no event before expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period up to fifty-two (52) weeks from the beginning of the period of disability; the payment of a benefit equal to 85% of his salary;
- c) upon expiry of the said period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks; the payment of a benefit equal to 66 2/3% of his salary.
- d) upon expiry of the said period of one hundred and four (104) weeks; utilization of accumulated paid or unpaid sick leave.

8-16.31 For the purposes of computing the benefit provided for in Clause 8-16.30, the professional's salary shall be the salary he would receive if he were working, including regional disparity premiums if applicable. In the case of a part-time professional, the salary applicable shall be the salary earned by the said professional during his standard workweek.

The preceding notwithstanding, the professional shall not be entitled to upgrading if he has not completed at least 50% of his charge since the last day he was eligible for an upgrading.

8-16.32 As long as benefits remain payable, including the waiting period if any, the disabled professional shall continue to participate in the "régime de retraite des employés du gouvernement et des organismes publics (RREGOP)" or in the "Régime de retraite des enseignants (RRE)" or in the "Régime de retraite des fonctionnaires (RRF)", according to the plan covering him and he shall benefit from the insurance plans. However, he must pay the required contribution except that upon termination of the payment of the benefit provided for in Paragraph a) of Clause 8-16.30, he shall be entitled to a waiver to his contribution to the pension plan (RREGOP, RRE or RRF), without losing any of his rights. Provisions respecting such a waiver shall be an integral part of the provisions of the pension plan, and the resulting cost shall be shared like that of any other benefit. Subject to the provisions of this Collective Agreement, payment of any benefit shall not be construed as conferring to the beneficiary the status of a professional nor as adding to his rights as such, especially regarding any accumulation of sick leave credit.

8-16.33 Benefits shall be reduced from the initial amount of any basic disability benefits payable under the Quebec Pension Plan, the Workmen's Compensation Act, the Quebec Automobile Insurance Plan or the Retirement Plan, without reference to any increase in basic benefits subsequently arising from any indexation provision.

8-16.34 In the particular case of incapacity entitling a professional to compensation under the Workmen's Compensation Act, the following provisions shall apply:

- a) the professional shall receive from the Collège a benefit equal to one hundred percent (100%) of the net salary he was receiving at the time of his accident. The professional shall be eligible for this benefit until such time as the Workmen's Compensation Commission decrees permanent incapacity;
- b) the preceding paragraph notwithstanding, if the Workmen's Compensation Commission renders its decision before the end of the periods stipulated in Paragraphs b) and c) of Clause 8-16.30, the benefit paid by the Collège for the rest of the one hundred and four (104) weeks remaining to be covered from the start of the disability shall be in accordance with the stipulations of Paragraphs b) or c), as applicable, of Clause 8-16.30;
- c) during the period in which the benefits are paid in accordance with Paragraph a) above, the benefits paid by the Workmen's Compensation Commission for the same period shall be the property of the Collège;
- d) during the period in which the benefits are paid in accordance with Paragraph b) above, these benefits shall be reduced from the initial

amount of any basic disability benefits payable under the Quebec Pension Plan, the Workmen's Compensation Act, the Quebec Automobile Insurance Plan and the Retirement Plan, without reference to any increase subsequently arising from any indexation provision;

- e) the professional's sick leave fund shall not be affected by this absence and he shall be considered as receiving salary insurance benefits.

For the purposes of implementing this Clause, by net salary shall be meant the gross salary less federal and provincial taxes, contributions to the the Q.P.P. and the unemployment insurance plan.

- 8-16.35 The payment of any benefits shall terminate at the latest with the payment due for the last week of the month during which the professional reaches the age of sixty-five (65).
- 8-16.36 The amount of benefit payable shall be calculated according to the provided percentages at the rate of 1/260th of the salary for each working day of the regular workweek.
- 8-16.37 The salary insurance benefit shall be paid during a strike or lock-out if the disability period began before the start of the strike or lock-out. However, any disability period beginning during a strike or lock-out shall entitle a professional to a benefit only from the end of the strike or lock-out, upon presentation of a medical certificate to the Collège.
- 8-16.38 The Collège shall pay benefits, as sick leave or as salary insurance, directly providing the professional has provided the relevant documents, as required by Clause 8-16.39.

8-16.39 The Collège may at any time require from a professional who is absent on account of disability a medical certificate attesting to the nature and duration of the disability. However, such certificate is at the expense of the Collège whenever the professional is absent for less than four (4) days. The Collège may also require an examination of the professional concerned in connection with any absence and the cost of the examination as well as the travel expenses of the professional, in the case he has to travel more than fifty (50) kilometres from his place of employment, shall be paid by the College.

When the professional returns to work, the College may require that he undergo a medical check-up in order to establish that he has recovered sufficiently to return to work; the cost of such check-up as well as the travel expenses of the professional, in the case he has to travel more than fifty (50) kilometres from his place of employment, shall be paid by the College. If the opinion of the doctor chosen by the Collège differs from that of the doctor consulted by the professional concerned, both (2) doctors shall agree to choose a third doctor whose decision shall be final.

Medical certificates and results of medical check-ups shall be treated as confidential by the Collège.

8-16.40 When payment of benefit is refused by reason of presumed non existence or termination of any disability, the professional concerned may appeal according to the regular procedure for grievance and arbitration.

- 8-16.41 a) If applicable, on July 1st of each year, the Collège shall credit every full-time professional in its employ and covered by this section seven (7) work days for sick leave. Such days shall not be cumulative but shall be payable on June 30th of each fiscal year when they have not been used during the fiscal year according to Paragraph a) of Clause 8-16.30 or 8-5.03 and at a rate of one two hundred and sixtieth (1/260th) of the salary on that date per unused day, and the proportional part of the one two hundred and sixtieth (1/260th) of the salary applies for the unused portion of the day. Such payment takes place on July 1st of each year at the latest.
- b) However, in the case of a professional who is in his first year of service and who is not relocated according to job security, the Collège shall add six (6) days of unpaid sick leave credit.
- c) Any professional who has accumulated thirteen (13) days of sick leave credit or less on June 1st, may, by sending a written notice before this date, opt not to be paid on June 30th for the balance of the seven (7) days granted under Paragraph a) of this clause and unused according to this section or Clause 8-5.03. Any professional having made the said choice adds to his already accumulated sick leave credit the balance of the unpaid seven (7) days, on June 30.

8-16.42 If a professional becomes covered by this section in the course of a fiscal year, the number of days credited for the year involved shall be reduced in proportion to the number of complete months of service. Also, if a professional leaves his employment in the course of a fiscal year, or if he is not yet in active service for part of the year, the number of days credited for the year involved shall be reduced in proportion to the number of complete months of service.

For the purposes of implementing this Clause, maternity leave (8-6.05) and the leaves provided for in Clauses 8-6.14, 8-6.18 and 8-6.22 shall not entail a reduction in the number of days credited for the the year concerned.

8-16.43 In the case of a part-time professional, the number of days credited shall be reduced in proportion to his regular workweek compared to that of a full-time professional in the employ of the Collège.

8-16.44 Disabilities in course of payment on June 30, 1979 shall remain covered under the plan provided in this section. The effective date on which the period of disability begins and the date on which the professional is entitled either to the benefit provided in the preceding Collective Agreement or to the benefit provided in Paragraph b) of Clause 8-16.30 of this Agreement determines the benefit and the duration thereof to which a professional may be entitled according to the provisions of Clause 8-16.30 of this Agreement. Disabled professionals entitled to no benefits on June 30, 1979 shall be

covered by the new plan, immediately upon resuming work, when they begin a new period of disability. In the meanwhile, the provisions of Clause 8-16.41 shall apply for the latter.

8-16.45 The professionals entitled to payable sick leave days shall retain the right to the reimbursement of the value of payable days accumulated up to February 17, 1974, in accordance with the provisions of the formerly applicable collective agreements or with an understanding with the government or with a regulation of the Collège having the same effect, and even if no new day may be credited, the percentage of payable days shall be determined by taking into account years of service prior to and following February 18, 1974. Such value shall be determined on the basis of the October 31, 1974 salary and shall bear interest at the rate of 5% calculated each year. These provisions shall not however change the value already set for sick leave days whose value has already been determined under a previous agreement or under a regulation of the College having the same effect.

The value of payable days credited to a professional may be used to pay the cost of buying back previous years of service according to the provisions respecting the pension plans (RRE, RRF and RREGOP).

8-16.46 Payable sick leave days provided in Clause 8-16.45 may also be used, at a rate of one (1) per day, for purposes other than illness when previous collective agreements provided such use. Also, such payable sick leave days credited to a professional may be used, at a rate of one (1) day per day, for maternity leave (including the extension of maternity leave) and for the extension of adoption leave in accordance with Section 8-6.00.

Payable sick leave days provided in Clause 8-16.45 are considered as having been used, on February 17, 1974, when used according to this clause or to other clauses in this section.

8-16.47 Sick leave days to the credit of a professional on the day of the signing of this Collective Agreement shall remain to his credit and the days used subsequently shall be subtracted from the total days accumulated.

8-16.48 Sick leave days shall be used according to the following order:

- a) payable days credited under Clause 8-16.41 of this Agreement;
- b) after having used the days mentioned in Paragraph a), non payable days to the credit of the professional.

Section 8-17.00 Pension Plan

8-17.01 In the event that, following the date of the signing of this Agreement, the negotiating employer and union parties agree on a text respecting the pension plans with the formal stipulation that the said text must be an integral part of the Collective Agreement, such text shall be inserted thereafter into this Agreement.

CHAPTER 9-0.00 GRIEVANCE AND ARBITRATION PROCEDURE

Section 9-1.00 Grievance Procedure

9-1.01 All grievances shall be filed and settled in accordance with the provisions of the present chapter.

9-1.02 To this purpose, the following procedure must be followed in order to achieve a settlement as soon as possible.

9-1.03 Any professional may, if he so desires, meet with the representative of the College at any time to attempt to settle any dispute arising between himself and the College. The professional must be accompanied by the union representative unless the former is opposed to this.

9-1.04 The professional or the Union wishing to file a grievance regarding the provisions of the present agreement must do so in writing to the College within thirty (30) working days of being apprised of the fact and within six (6) months of the incident which gave rise to the grievance.

If several professionals collectively, or if the Union as such, judge that they have grounds for a grievance, the Union may, within the delay mentioned in the present clause, file this grievance in writing with the College. The procedure established under the present section applies equally to this form of grievance.

9-1.05 To file a written grievance, the appropriate form (attached hereto) must be filled out by the professional or the Union, establishing the facts which gave rise to the grievance, indicating the sections of the agreement which are involved and the corrective action required, the foregoing without prejudice.

9-1.06 The College must deliver its decision in writing to the professional concerned and to the Union, within fifteen (15) working days following the filing of the grievance.

9-1.07 If the grievance is accompanied by a written request on the part of the professional concerned or the Union or if the College so desires, the parties must meet within five (5) working days following the filing of the grievance and discuss the matter.

For the purposes of such meetings, the representatives of the parties shall be those designated under Section 4-2.00 and the professional concerned may attend the meeting after notifying his immediate superior.

In such an event, the College must deliver its decision in writing to the professional concerned and to the Union within fifteen (15) working days following the filing of the grievance.

9-1.08 As regards Clauses 9-1.06 and 9-1.07, if the meeting does not take place or if the College does not deliver an answer or if the answer is unsatisfactory, the Union may submit the grievance for arbitration within the time period provided under Section 9-2.01.

9-1.09 The wording of the grievance may be amended after it has been filed, but on the condition that the amendment does not have the effect of altering its nature. If such an amendment is filed within five (5) working days preceding arbitration, the College may request that the hearing be postponed to a later date.

A technical error in the wording of a grievance, including its presentation in writing otherwise than on the forms prescribed under the present section, shall not affect its validity.

9-1.10 All delays provided under the present section shall be strictly observed and may not be extended unless the College and the Union agree in writing.

Section 9-2.00 Arbitration Procedure

9-2.01 If the Union submits a grievance for arbitration, it must, within forty five (45) days following the expiry of the delay provided under Section 9-1.06 or 9-1.07, give written notice to the First Chairman whose name appears in Section 9-2.08. Despite the foregoing, in the event that the College delivers an answer in writing to the Union before expiry of the delay provided under Section 9-1.06 or 9-1.07, the forty-five (45) day delay shall begin on the date of the answer of the College.

A copy of the notice of arbitration shall at the same time be transmitted to the College.

9-2.02 The Union shall send to the First Chairman, along with the notice of arbitration, the notice of grievance.

9-2.03 Upon receipt of the notice to the effect that a grievance is being submitted for arbitration, the Clerk shall open a file to which he shall assign a case number, and send to the Union and to the College an acknowledgment indicating the case number and the date of receipt. He shall furthermore send to the Fédération des CEGEP, to the Department and to the interested union negotiating party, a copy of both the notice of arbitration and the acknowledgment.

9-2.04 The representatives of the negotiating parties shall meet on a monthly basis in order to submit the grievances received during the preceding month to one or the other modes of arbitration below, depending on the nature of the grievance:

- a) arbitration board made up of three (3) members;
- b) summary procedure provided under Section 9-3.00.

If an agreement cannot be reached, the three-member board shall apply.

- 9-2.05 The First Chairman or the Senior Clerk shall give written notice of a meeting, at least ten (10) working days in advance, to the appointed representatives of the Fédération des CEGEP, the Department and the interested union negotiating party, the purpose of the meeting being:
- a) to fix the time, date and place of the initial arbitration sessions;
 - b) to appoint, from the roster mentioned under Section 9-2.08, a chairman to act in this capacity on the board of arbitration.

The Clerk shall notify the chairman, the parties concerned, the union negotiating party, the Fédération des CEGEP and the Department.

- 9-2.06 The parties empowered to appoint an arbitrator shall, within ten (10) working days following the meeting mentioned under Clause 9-2.04, communicate the name of their arbitrator to the Clerk.
- 9-2.07 Any arbitrator appointed to the board of arbitration shall be qualified to sit on the board, whatever his past or present activities, or his duties in the Union, the College or elsewhere.
- 9-2.08 Unless an agreement is arrived at in accordance with Clause 9-2.04, the grievances submitted for arbitration by virtue of the present Agreement shall be ruled on by a board of arbitration comprising three (3) members, two (2) of which are appointed by virtue of sub-section 9-2.06 and a chairman chosen among the following persons by the First Chairman:
- 1) Me Rodrigue Blouin (First Chairman)
 - Me Raynald Fréchette
 - Mr. Viateur Larouche
 - Me Fernand Morin
 - Me André Sylvestre
 - Mr. Laurent Bélanger
 - Me Serge Simard

- 2) any other person nominated by the negotiating parties to act as chairman of a board of arbitration.

However, in the case of a classification grievance as provided under Section 6-1.04, the board seized of this grievance shall be chaired by a single arbitrator appointed by the First Chairman or the Senior Clerk from among the following persons:

Mr. Emile Moalli

Mr. Paul Imbeau.

- 9-2.09 When the provincial parties have agreed to proceed before a single arbitrator, the latter is appointed by the First Chairman from among the list provided under Clause 9-2.08.
- 9-2.10 Upon his appointment, the First Chairman, before acting, shall take an oath or swear upon his honour before a judge of the Superior Court, to carry out his duties according to the law, the provisions of the collective agreement, in all fairness and good conscience.
- Upon his appointment, each chairman shall take an oath or swear upon his honour before the First Chairman, for the duration of the present agreement, to rule according to the law, the provisions of the collective agreement, in all fairness and good conscience. He then shall receive the oath of or swear in, at the start of each arbitration, the two other members of the board over which he is presiding.
- 9-2.11 Any vacancy on the board of arbitration shall be filled in accordance with the procedure established for the original appointment.
- 9-2.12 If an arbitrator is not appointed in accordance with the original appointment procedure, or if a vacancy on the board is not filled before the date set for the hearing, the appointment shall be made by the chairman of the board of arbitration.

- 9-2.13 The chairman alone or with the arbitrator for one party only shall not have the authority to hold arbitration sessions or to render decisions, unless one (1) arbitrator, after having duly been given notice of the meeting, does not appear the first time and still fails to present himself following service of a new written notice at least seven (7) days before a session or a deliberation.
- 9-2.14 The board of arbitration shall proceed with all diligence in the preliminary examination of the grievance, in accordance with the procedure and evidence it judges appropriate.
- 9-2.15 The board of arbitration may not, by way of its decision regarding a grievance, amend, subtract from or add to the sections of the present agreement.
- 9-2.16 The College may submit as evidence before the arbitrator only those grounds which it has brought forth in writing at the time of the suspension, dismissal or other disciplinary measures.
- 9-2.17 The board of arbitration, seized of a grievance, is empowered to uphold or dismiss it, wholly or in part, and to fix the compensation it judges to be fair for the loss experienced as a result of the erroneous interpretation or application of the collective agreement.
- 9-2.18 The board seized of a grievance provided for under Clause 6-1.04 has the authority mentioned in section concerned. To this purpose, the board of arbitration shall refer to the classification plan. If the classification plan contradicts the provisions of the present agreement, it is the latter which shall prevail.

9-2.19 In the case of a disciplinary measure, the board of arbitration may render one of the following decisions:

- a) to uphold the decision of the College;
- b) to reinstate the plaintiff with all his rights and reimbursing him for the wages lost as a result of the disciplinary measure, after deduction of any remuneration he may have received during the period of suspension or dismissal, or
- c) to mitigate the measure, in which case it may order the reimbursement of the wages under the conditions mentioned in the preceding paragraph.

9-2.20 A grievance relating to an error in wage calculation or an error in the evaluation of information effectively produced within the required time period for wage calculation may be filed at any time and the professional shall be entitled to the total amount to which he would have been entitled had the error in wage calculation or the evaluation of information not been committed.

9-2.21 When a grievance involves a monetary claim, the person filing the grievance is not required to establish the amount before the board renders a decision on his right to the sum.

If it is decided that the grievance is justified and the parties cannot agree as to the amount to be paid, a simple notice directed to the same board shall suffice to refer the dispute to the board for final decision. The board may order that the amounts due the professional shall bear interest at the rate provided under the Labour Code from the date the amounts were payable.

9-2.22 The Senior Clerk shall assign the Hearing-Clerks to the various boards of arbitration.

9-2.23 When other arbitration sessions are to take place in regard to a single case, the board of arbitration shall set the time, the date and the place of subsequent sessions and shall inform the Clerk, who shall notify the parties concerned, the union negotiating party, the Fédération des CEGEP and the Department. The board shall also set the time, the date and the place of the private deliberation sessions.

9-2.24 The sessions of the board of arbitration shall be public. They shall take place at the College unless otherwise agreed by the parties. The board of arbitration may nevertheless order a closed-door hearing.

9-2.25 a) The board of arbitration must render a decision within sixty (60) days of the end of the hearing unless there is agreement in writing by the parties, before expiry of this delay, to extend the delay. Such a ruling shall not, however, be void for the sole reason that it was delivered after expiry of the delays.

b) A chairman may not receive instruction on a grievance if he has not rendered a decision within the prescribed delay and until he has rendered said decision.

c) Paragraph b) of the present clause shall not apply in the case of a chairman who has filed, within the same delay, a draft decision for signature by the Clerk.

9-2.26 a) The decision of a board of arbitration shall be given just cause and signed by each of the members.

Any member in dissent as regards the decision or a portion thereof may make a separate report. The decision of a board of arbitration shall be the result of a unanimous or majority opinion.

b) The chairman shall file two (2) signed copies of the draft decision with the Clerk who shall see to gathering the signatures of the other two (2) members of the board of arbitration. The Clerk shall send a copy of the decision to the organizations mentioned under clause 9-2.03.

If a member refuses or neglects to sign a draft decision within thirty (30) days of being sent by the Clerk, the Senior Clerk shall inform the chairman of the board of arbitration. The latter must then mention this in the decision which shall have the same effect as if it had been signed by all.

- c) Before rendering its final decision, a board of arbitration may at any time render any interlocutory decision it deems just and useful.
- d) The decision of the board shall be final, executory and binding for all parties. It must be executed as soon as possible and before expiry of the delay provided by virtue of this decision, if such is the case.

9-2.27 Until the chairman of the board of arbitration declares that he has received from the representatives of the parties a statement to the effect that all their arguments have been presented, the union negotiating party, the Fédération des CEGEP and the Department may, at any time, intervene and make any representations to the board they deem appropriate or relevant.

9-2.28 At the request of one of the parties, the chairman of the board of arbitration may call one (1) witness. Notice of this must be given at least five (5) working days before the hearing.

The travelling and accomodation expenses for a witness, as well as the tax provided under Section 88F of the Labour Code, if applicable, shall be reimbursed him by the party which requested the witness be called.

9-2.29 A party may demand the services of an official stenographer; it may also demand the taping or some other form of recording the board hearings. The charges and fees which arise from such a request shall be the responsibility of the party which formulated it.

A copy of the transcribed stenographer's notes or the tape, depending on the case, shall be sent to the board of arbitration and to the other party at the expense of the party which demanded these services.

- 9-2.30 The expenses and fees of the chairmen shall be the responsibility of the Department.
- 9-2.31 The arbitrators shall be remunerated and reimbursed for their expenses by the party they represent.
- 9-2.32 The Clerk costs and the salaries of the Clerk office personnel shall be paid by the Department.
- 9-2.33 The sessions of the boards of arbitration shall be held free of rental costs on the College premises, unless there is agreement among the parties.
- 9-2.34 The chairman of the board of arbitration shall communicate with or in some other way serve any order of document issued by the board of arbitration or the parties in question.
- 9-2.35 When a professional leaves his position with the College and a grievance involving him has been brought to arbitration before the date of his departure, the board shall have the necessary authority to rule on this grievance on the condition that the Union supports it.

Section 9-3.00 Summary Arbitration

- 9-3.01 Following agreement between the provincial parties under Section 9-2.04, a grievance referred to summary arbitration shall be heard by a single arbitrator in accordance with the procedure provided under the present section.
- 9-3.02 The arbitrator to whom the grievance is referred, in accordance with summary procedure, must file two (2) signed copies of his decision with the Clerk within ten (10) working days following the end of the hearing. The Clerk shall then take charge of sending the decision to the parties in question.
- 9-3.03 The arbitrator shall hear the grievance on the merits before deciding on a preliminary objection, unless he can dispose of it on the spot; in such a case, he must later give just cause for his decision on the objection.
- 9-3.04 The decision of the arbitrator must contain a summary description of the case and a brief presentation of the grounds in support of his opinion. Such a decision may not be cited or used by any person whatsoever regarding the arbitration of any other grievance, unless the grievance deals with an identical dispute between the same College and the same union and regarding the same facts and the same sections of the agreement.
- 9-3.05 The provisions under sections 9-1.00 and 9-2.00 apply mutatis mutandis to the procedure for summary arbitration provided under the present section, with the exception of sections 9-2.06, 9-2.08, 9-2.12, 9-2.25, 9-2.26 a) and b), 9-2.27, 9-2.29 and 9-2.31.

CHAPTER 10-0.00 GENERAL PROVISIONS

Section 10-1.00 Final Provisions

- 10-1.01 The invalidity of a section of the present agreement shall not give rise to the invalidity of another section or of the agreement as a whole.
- 10-1.02 The appendix shall be an integral part of the present agreement.

Section 10-2.00 Printing of the Agreement

10-2.01 The employer negotiating party agrees to have the present agreement printed and a copy distributed to each of the members of the signatory unions.

10-2.02 An English translation of the present agreement shall be produced by the employer negotiating party and shall be distributed to each of the members of the unions representing the professionals of the Colleges where the language of teaching is English. The French text shall be the only official text for purposes of interpretation.

Section 10-3.00 Entry into Effect

10-3.01 The present agreement shall enter into effect from the moment it is signed by the parties. Notwithstanding provisions to the contrary, it shall have effect only from the date of its signing.

Section 10-4.00 Term of the Agreement

10-4.01 The present agreement shall remain in force until
December 31, 1982.

10-4.02 The present agreement shall be considered interim from
January 1, 1983 until the date of the signing of the
new agreement.

APPENDIX A

FORMULA FOR CALCULATING THE BASE PROTECTION IN P-1 AND P-2

$$\begin{array}{ll} \text{In P-1} & Y_1 = 0.0453 e \quad -0.0011 [(y_1 - 5.44) \times 100] \\ \text{In P-2} & Y_2 = 0.0430 e \quad -0.0013 [(y_2 - 5.96) \times 100] \end{array}$$

The symbols used shall represent the following:

Y_1 : The percentage applicable as a base protection in P-1

Y_2 : The percentage applicable as a base protection in P-2

y_1 : The real salary rate of a professional on June 30, 1979, expressed in hours. An annual rate shall be converted into an hourly rate by dividing this annual rate by 1,826.3 hours.

y_2 : Each salary rate expressed in hours and determined as follows for the purpose of calculating the percentage of the base protection applicable to the various salary rates in P-2:

$$\begin{array}{l} \text{Salary rate in force} \\ \text{on July 1, 1979 ex-} \\ \text{pressed in hours} \end{array} \times \left[\frac{1 + (\Delta \text{CPI from 7-1-79 to 6-30-80}^{(1)} - 3.5\% + \text{base protection determined according to } Y_1)}{1 + \text{base protection determined according to } Y_1} \right]$$

N.B.: In the event that a scale revision would be necessary in P-2 so as to take the real increase in the CPI from July 1, 1979 to June 30, 1980 into account, the base protection in effect on July 1, 1979, expressed in six (6) figures following the decimal point, shall be used to calculate y_2 .

-
- (1) The method for calculating the percentage of increase (Δ) in the CPI is described in Appendix B.

APPENDIX B

The percentage of increase in prices for a twelve (12) month period ending on June 30 shall be equal to the percentage of increase in the consumer price index for Canada published by Statistics Canada, calculated as follows:

$$\left(\frac{\text{CPI June of current year} - \text{CPI June of previous year}}{\text{CPI June of previous year}} \right) * X 100$$

- * When the decimal point in the quotient obtained is followed by five (5) figures, the fifth figure shall be omitted if it is less than five (5), or, if the fifth figure is equal to or more than five (5), the fourth shall be raised to the higher unit and the fifth shall be omitted.

APPENDIX C

The percentage of increase in prices over the twenty-four (24) month period ending on June 30, 1981 shall be equal to the percentage of increase in the consumer price index (n) for Canada published by Statistics Canada, calculated as follows:

$$n = \left(\frac{\text{CPI June 1981} - \text{CPI June 1979}}{\text{CPI June 1979}} \right) * \times 100$$

- * When the decimal point in the quotient obtained is followed by five (5) figures, the fifth figure shall be omitted if it is less than five (5), or, if the fifth figure is equal to or more than five (5), the fourth figure shall be raised to the higher unit and the fifth shall be omitted.

APPENDIX D

The percentage of increase in prices for the six (6) month period ending December 31, 1982 shall be equal to the percentage of increase in the consumer price index for Canada published by Statistics Canada, calculated as follows:

$$\left(\frac{\text{CPI December 1982} - \text{CPI June 1982}}{\text{CPI June 1982}} \right)^* \times 100$$

- * When the decimal point in the quotient obtained is followed by five (5) figures, the fifth figure shall be omitted if it is less than five (5), or, if the fifth figure is equal to or more than five (5), the fourth shall be raised to the higher unit and the fifth shall be omitted.

APPENDIX E

The average, expressed in a percentage, of the monthly variations in the consumer price index for Canada, published by Statistics Canada, shall be calculated as follows:

- a) First, take the sum of the twelve (12) monthly indexes of the CPI from July to June of the period concerned.

- b) The sum obtained in a) shall then be divided by 12. When the decimal point in the quotient obtained is followed by two (2) figures, the second figure shall be omitted if it is less than five (5), or, if the second figure is equal to or more than five (5), the first figure shall be raised to the higher unit and the second figure shall be omitted.

- c) Then apply the following formula:

$$\left(\frac{\text{Result from b) - CPI from June of the preceding period}}{\text{CPI from June of the preceding period}} \right) * \times 100$$

- * When the decimal point in the quotient obtained is followed by five (5) figures, the fifth figure shall be omitted if it is less than five (5), or, if the fifth figure is equal to or more than five (5), the fourth figure shall be raised to the higher unit and the fifth shall be omitted.

APPENDIX F

The average, expressed in a percentage, of the monthly variations in the consumer price index for Canada, published by Statistics Canada, for July 1, 1982 to December 31, 1982, shall be calculated as follows:

- a) First take the sum of the six (6) monthly indexes of the CPI, from July to December of the period concerned.

- b) The sum obtained in a) shall then be divided by 6. When the decimal point in the quotient obtained is followed by two (2) figures, the second figure shall be omitted if it is less than five (5), or, if the second figure is equal to or more than five (5), the first figure shall be raised to the higher unit and the second figure shall be omitted.

- c) Then apply the following formula:

$$\left(\frac{\text{Result from b) - CPI from June of the preceding period}}{\text{CPI from June of the preceding period}} \right) * \times 100$$

- * When the decimal point in the quotient obtained is followed by five (5) figures, the fifth figure shall be omitted if it is less than five (5), or, if the fifth figure is equal to or more than five (5), the fourth figure shall be raised to the higher unit and the fifth shall be omitted.

APPENDIX G

MOVING EXPENSES

- 1.01 The provisions of this appendix shall refer to any professional who, under the stipulations concerning employment priority or security, is the subject of relocation involving a change in residence due to a change in zone.

When relocation of a professional results in a change in zone, the moving expenses stipulated in this appendix shall apply if the professional moves. After studying the individual case, the Placement Office may authorize the reimbursement of moving expenses in other cases as well.

- 1.02 The allowances stipulated above shall be authorized by the Placement Office as set forth in Section 5-7.00 of this agreement and they shall be paid by the College which engages the professional.
- 1.03 Any professional who receives an offer of employment and who moves in compliance with Clause 1.01 in order to accept this offer shall be entitled to take a leave of absence:
- a) without loss of salary, for a maximum period of three (3) working months, excluding the period of the return trip to look for a new residence. In that instance, the new College shall reimburse the professional for transportation expenses for himself as well as his spouse for a return trip and living expenses for a period which shall not exceed three (3) days, in compliance with the transportation expenses plan in force at the new College;

- b) without loss of salary for a period of three (3) working days, in order to move. In this instance, transportation and living expenses for the professional and his dependents shall be reimbursed to him by the new College according to the transportation expenses plan in force at the new College.
- 1.04 The new College shall assume, upon production of documentary evidence, the expenses incurred for transporting the furniture and personal effects of the professional concerned, including therein packing, unpacking and insurance costs, or expenses for towing a mobile home on the condition that the professional provides in advance at least two (2) detailed reports of the expenses which shall be incurred.
- 1.05 The new College shall not, however, pay the cost of transporting the professional's personal vehicle unless the place of his new residence is inaccessible by road. Moreover, the expenses for transporting a boat, canoe, etc., shall not be reimbursed.
- 1.06 When the professional is unable to move immediately from one residence to another for reasons beyond his control, other than the construction of a new residence, the new College shall pay the expenses for storing the furniture and personal effects of the professional and his dependents for a period not exceeding two (2) months.
- 1.07 The new College shall pay a transportation allowance of seven hundred fifty dollars (\$750) to any married professional who is transferred, or two hundred dollars (\$200) if he is single, to compensate for any expenses related to relocation (rugs, draperies, disconnection and connection of electric appliances, cleaning, babysitters, etc.) unless this professional moves into an area where all conveniences are provided by the new College.

However, the transportation allowance of seven hundred fifty dollars (\$750) payable to the married relocated professional shall also be payable to the single professional who has lodgings.

- 1.08 The new College shall pay the professional who must leave a dwelling without a written lease, the equivalent of one (1) month's rent. If there is a lease, the new College shall compensate, for a maximum period of three (3) months' rent, the professional who must terminate his lease and whose landlord requires compensation. In both cases, the professional must attest to the validity of the landlord's request and produce documentary evidence.
- 1.09 If the professional chooses to sublet his dwelling, normal advertising expenses for the sublease shall be borne by the new College.
- 1.10
 - a) the new College shall pay brokerage expenses to the professional who must sell his house (main residence), upon presentation of the following documents:
 - the contract with the real estate agent, immediately after its drawing up and signing;
 - the sales contract;
 - the real estate agent's fees.
 - b) the new College shall pay to the professional who has sold his house because of his transfer and who has bought another one for the purpose of residence at the place of his assignment, the notary's expenses that the professional must pay;
 - c) the penalty payment for breaking a mortgage at the real cost, if need be;
 - d) payment of the transfer of property tax at the real cost, if need be.

- 1.11 When the professional's house, although put up for sale at a reasonable price, is not sold when the professional must assume obligations regarding his new place of residence, the expenses for guarding the unsold house, shall not be reimbursed, but if the case arises, for a period of up to three (3) months, the new College shall reimburse the professional for the following expenses provided that he produces documentary evidence:
- a) municipal and school taxes;
 - b) mortgage interest;
 - c) insurance costs.
- 1.12 When the professional is unable to move immediately from one residence to another for reasons beyond his control, other than the construction of a new residence, the new College shall pay living expenses for the professional and his family in compliance with the College's moving expenses plan, for a period not exceeding two (2) weeks.
- 1.13 In the event that moving is delayed with the Placement Office's approval and that the married professional's family is not relocated immediately, the new College shall assume the professional's transportation expenses to visit his family, every second (2nd) week, if the traveling distance is equal to or less than five hundred (500) kilometers return trip; otherwise his transportation expenses shall be assumed only once a month for a maximum distance of one thousand six hundred (1,600) kilometers return trip.

- 1.14 In the case where a transferred professional chooses not to sell his house (main residence), he may benefit from the provisions of this Clause. So as to prevent the homeowner-professional from having double expenses because his main residence would not be rented at the time when he must assume new housing obligations in the locality where he is transferred to, the new College shall pay him, for the period during which his house would not be rented the amount of his new rent up to a period of three (3) months, upon presentation of documentary evidence. Moreover, the College shall reimburse the professional for reasonable advertising expenses and the expenses incurred for no more than two (2) trips in order to rent his house, upon presentation of documentary evidence and in compliance with the transportation expenses plan in force at the new College.

APPENDIX "H"

LIST OF THE ZONE TO WHICH EACH COLLEGE IS ATTACHED FOR THE PURPOSES
OF THE APPLICATION OF JOB PRIORITY AND JOB SECURITY

<u>COLLEGES</u>	<u>OTHER COLLEGES IN THE ZONE</u>
AHUNTSIC	St-Jérôme, Montmorency, Island of Montreal Lionel-Groulx, Edouard-Montpetit, St-Lambert.
ALMA	Jonquière
ANDRE-LAURENDEAU	St-Jean-Sur-Richelieu, Valleyfield, Island of Montreal* , Edouard-Montpetit, St-Lambert, Montmorency, Lionel-Groulx.
BOIS-DE-BOULOGNE	St-Jérôme, Montmorency, Lionel-Groulx, Is- land of Montreal*, Edouard-Montpetit, St-Lambert.
DRUMMONDVILLE	-----
ST-HYACINTHE	Edouard-Montpetit, St-Lambert
SOREL-TRACY	-----
LENNOXVILLE	Sherbrooke
ST-LAMBERT	Island of Montreal*, Montmorency, Edouard- Montpetit, St-Hyacinthe, St-Jean-Sur- Richelieu.
ST-LAWRENCE	Québec region**.
CHI COUTIMI	Jonquière
MINGAN	-----
MANI COUAGAN	-----
DAWSON	Island of Montreal*, St-Jean-Sur-Richelieu, St-Lambert, Montmorency, Edouard-Mont- petit, Lionel-Groulx.
EDOUARD-MONTPETIT	Island of Montreal*, Montmorency, St- Hyacinthe, St-Lambert, St-Jean-Sur Richelieu.
F.X. GARNEAU	Québec region**.

GASPESIE	-----
JOHN ABBOTT	Valleyfield, St-Lambert, Island of Montreal*, Edouard-Montpetit, Montmorency, Lionel-Groulx.
JOLIETTE	-----
JONQUIÈRE	Alma, Chicoutimi
LA POCATIERE	-----
LEVIS-LAUZON	Québec region**.
LIMOILOU	Québec region**.
LIONEL-GROULX	Montmorency, St-Jérôme, Island of Montreal*.
MAISONNEUVE	Island of Montreal, Montmorency, Edouard-Montpetit, St-Jean-Sur-Richelieu, St-Lambert, Lionel-Groulx.
MATANE	-----
MONTMORENCY	Island of Montreal*, Lionel-Groulx, St-Jérôme, Edouard-Montpetit, St-Lambert.
NORD-OUEST	-----
OUTAOUAIS	-----
RIMOUSKI	-----
RI VIÈRE-DU-LOUP	-----
ROSEMONT	Island of Montreal*, St-Lambert, St-Jean-Sur-Richelieu, Edouard-Montpetit, Montmorency, Lionel - Groulx.
ST-FELICIEN	-----
SAINTE-FOY	Québec region**
ST-JEAN-SUR-RICHELIEU	St-Lambert, Edouard-Montpetit, André Laurendeau, Dawson, Rosemont, Vieux-Montréal, Maisonneuve.

ST-JEROME	Lionel-Groulx, Montmorency, Bois-de-Boulogne, Ahuntsic, St-Laurent, Vanier.
ST-LAURENT	Island of Montreal*, Montmorency, St-Lambert, Edouard-Montpetit, St-Jérôme, Lionel-Groulx
SHAWINIGAN	Trois-Rivières
SHERBROOKE	Lennoxville
GRANBY	-----
REGION DE L'AMIANTE	-----
TROIS-RIVIERES	Shawinigan
VALLEYFIELD	John Abbott, André-Laurendeau
VANIER	Island of Montreal* Lionel-Groulx, St-Jérôme, Edouard-Montpetit, St-Lambert, Montmorency
VICTORIAVILLE	-----
VIEUX MONTREAL	Island of Montreal*, St-Lambert, St-Jean-Sur-Richelieu, Edouard-Montpetit, Lionel-Groulx, Montmorency

* ISLAND OF MONTREAL

Ahuntsic, André-Laurendeau, Bois-de-Boulogne, Dawson, John Abbott, Maison-neuve, Rosemont, St-Laurent, Vanier, Vieux-Montréal

**QUEBEC REGION

F.X. Garneau, Limoilou, Ste-Foy, Lévis-Lauzon, St-Lawrence.

APPENDIX "I"

MEMORANDUM OF AGREEMENT REGARDING PARENTAL RIGHTS

In accordance with the agreement arrived at across the Center Table regarding parental rights, the government undertakes:

A) Concerning compensation for special leave provided under Section 8-6.18

- 1- to study the possibility of making the legislative changes necessary to exonerate the female professional employee who has availed herself of the special leave provided for under Section 8-6.18 from payment of pension fund premiums.

B) Concerning changes to the eligibility criteria for the unemployment insurance plan.

- 1- to guarantee that, from the date of the signing of the present collective agreement, the female professional employee shall receive, throughout her maternity leave, the compensation or part of the compensation payable by the employer by virtue of Section II, notwithstanding the changes in the eligibility criteria for unemployment insurance which may arise after the signing, although on the condition that the whole is eligible for the S. U.P. (supplementary unemployment premium) plan.

C) Concerning payment of compensation for maternity leave

- 1- to initiate, within six (6) months of the signing of the collective agreements, talks with the union party regarding the difficulties arising from the modes and delays in payment of compensation to the female professional employee on maternity leave.

Moreover, the parties agree to meet to discuss problem points regarding one or the other of the following cases:

- i) if the C.E.I.C. had additional requirements concerning the final and written authorization which will allow the registration of the plan as a supplementary unemployment premium;
- ii) if the C.E.I.C. later modifies its requirements during the term of the collective agreement.

It is understood that these discussions do not constitute a re-opening of the agreement.

APPENDIX "J"

MEMORANDUM OF AGREEMENT

The parties to the present collective agreement agree that the policy in effect at the time of accreditation regarding the number of work hours a week for the professional shall be upheld for the term of the present agreement.

Notwithstanding Sect8-2.01, shall be considered as supplementary work hours, all hours worked at the request of the College or authorized by its representative, outside the regular work schedule of the professional in question or on a statutory holiday, these being over and above the number of work hours per week provided under the preceding paragraph.

APPENDIX "K"
SPECIAL CONDITIONS

Append. regarding the Colleges in which the professionals are covered by more than one certificate of accreditation or not all covered by a certificate of accreditation.

The conditions of this appendix are as follows:

- a) for the purposes of applying Sections 5-3.03, 5-3.04 and 5-3.05 of the present agreement, the professionals concerned in this appendix shall be considered to be covered by a single certificate of accreditation.

- b) Any professional concerned in this appendix and who becomes covered by the present agreement shall have all his rights recognized.

APPENDIX "L"

LIST OF THE ESTABLISHMENTS MENTIONED UNDER SECTION 3-3.03

- The Aerotechnical School of Edouard-Montpetit College
- The Maritime Institute of Rimouski College
- The Snowdon Campus of Vanier College
- The Ecole du Meuble et du Bois Ouvré of Victoriaville College
- The Héritage Campus of Outaouais College

MEMORANDUM OF AGREEMENT

BETWEEN

THE EMPLOYER NEGOTIATING COMMITTEE OF THE COLLEGES

AND

THE FEDERATION DES PROFESSIONNELS DES CEGEPS ET COLLEGES (C.E.Q.)

The grievances which have been referred for arbitration in accordance with the provisions of the 1975-1979 collective agreement, which applies to the professionals of the Colleges affiliated with the F.P.C.C. (C.E.Q.), shall be decided in conformity with this collective agreement, but by a board chaired by one of the persons whose name appears under Section 9-2.08 of the collective agreement signed provincially on April 28, 1980.

COMSEC. DE TRÉSOR
Nov 3 1 51 PM '81

