

COLLECTIVE AGREEMENT

ENTERED INTO

BETWEEN

**THE SYNDICAT
DES ENSEIGNANTES ET DES ENSEIGNANTS
DU COLLÈGE LASALLE - CSN**



AND

LASALLE COLLEGE INC.

2009-2015

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ARTICLE 1 – PURPOSE OF THE AGREEMENT

1-1.01 PURPOSE OF THE AGREEMENT

The purpose of this collective agreement is to define working conditions and pay for teachers, to preserve and develop a pleasant work environment, to foster harmonious relations between the College and the faculty, and to provide a method for settling any grievances that may arise during the life of the agreement.

ARTICLE 2 – DEFINITIONS

2-1.01 CONTRACT YEAR

Period of twelve (12) months during which a full-time or regular teacher is in the College's employ. This period begins on the first (1st) day of annual availability.

2-1.02 TEACHING YEAR

The teaching year includes three (3) semesters, as set out in the academic calendar.

2-1.03 ACADEMIC CALENDAR

A document prepared by the Academic Studies Administration, pursuant to Ministry of Education rules, specifying the number of teaching days per semester, the end-of-semester examination period, professional development days, study days, floating days, and official holidays.

2-1.04 FIELD OF QUALIFICATION

A teacher is deemed to have a field of qualification if he or she meets one of the following criteria:

1. Has a teaching certificate, university degree or Cégep diploma with an option or major in the discipline concerned;
2. Teaches or has taught in the discipline for a full semester within the past five (5) years;
3. Has practiced an occupation or trade related to the discipline or course concerned for at least three (3) years.

Special requirements may apply in the case of specialized courses. As appropriate, these requirements shall be indicated opposite the course in question, in the Schedule of Disciplines. Teachers who have already given specialized courses shall retain their fields of qualification.

2-1.05 DISMISSAL

Disciplinary or administrative measure the effect of which is to terminate a teacher's employment for just and sufficient cause.

2-1.06 SPOUSE

Are deemed to be spouses those persons who:

- (A) are married or in a civil union and are living together;
- (B) are of the same or opposite sexes who are living as if they were married and are the parents of the same child;
- (C) are of the same or opposite sex and who have been living as if they were married for a period of at least one (1) year.

2-1.07 COLLEGE

Designates LaSalle College Inc.

2-1.08 DISCIPLINE

Field of knowledge involving one or more courses the material of which includes common methods and concepts.

2-1.09 ANNUAL AVAILABILITY

Period of ten (10) months of availability within the meaning of the collective agreement in a contract year which begins with the second week preceding Labour Day Monday.

2-1.10 SCHOOL

Administrative entity which represents the various areas of instruction provided by LaSalle College, i.e.:

- The *École internationale de Mode* [International Fashion School];
- The *École internationale d'Hôtellerie et de Tourisme*; [International School of Hotel Management and Tourism];
- The *École de Gestion internationale* [International School of Management];
- The *École d'Informatique* [School of Computer Science];
- The *École des Sciences et Techniques Humaines*. [School of Human Sciences and Technology]

2-1.11 REGULAR EDUCATION

Set of courses offered to students in programmes leading to the *Diplôme d'études collégiales* (DEC) [Cégep diploma].

2-1.12 TEACHER

Refers to any person hired by the College to instruct there and covered by the certificate of accreditation of this collective agreement.

2-1.13 FULL-TIME TEACHER

Teacher who is hired and paid by the College to assume a full professional workload, in accordance with this collective agreement, and who is at the full and exclusive disposal of the College during the 12 (12) months of the contract year for the purpose of teaching.

2-1.14 LECTURER

Teacher who is hired as such by the College and is required to provide service as set out in Article 17.

2-1.15 REGULAR TEACHER

A teacher hired under a yearly contract renewed automatically from year to year in order to assume a teaching load, as set out in Article 18-3.01. Regular teachers perform their duties exclusively at LaSalle College, except where otherwise agreed to by the latter.

Regular teachers shall have the same privileges and rights as full-time teachers, as provided for by the present collective agreement.

2-1.16 SUBSTITUTE TEACHER

A teacher who is hired to replace a teacher who is absent in accordance with the provisions of this collective agreement.

2-1.17 CONTINUING EDUCATION

Set of courses offered to adult students within the framework of programmes leading to a certificate of college studies (*attestation d'études collégiales* (AEC)) and other programmes offered to adults which are recognized by the Québec Ministry of Education.

2-1.18 DAY OF WORK

For regular and continuing education: according to the academic calendar, as indicated to the Union pursuant to Clause 5-3.00.

2-1.19 WORKING DAY

Monday to Friday inclusive, excluding statutory holidays designated by civil authorities and days off during the teaching year decided upon by the College.

2-1.20 STUDY DAY

Day of work provided for in the academic calendar during which no regular education instruction is provided. This day is devoted to professional activities determined by the College, in conjunction with the team leaders.

2-1.21 FLOATING DAY

Working day provided for in the academic calendar devoted to course-related duties, as per Article 17, when not used for make-up teaching.

2-1.22 PROFESSIONAL DEVELOPMENT DAY

Working day provided for in the academic calendar during which no regular education instruction is provided. This day is devoted to the teaching-related activities determined by the College.

2-1.23 THE PARTIES

The parties hereto are Lasalle College and the Union.

2-1.24 SCHEDULE OF DISCIPLINES

The Schedule of Disciplines is revised by the Teaching Committee and approved by the College, pursuant to Article 11-4.00.

2-1.25 MINISTRY

Refers to the Québec Ministry of Education, Leisure Activities and Sports.

2-1.26 LAY-OFF

A layoff is defined as being the loss of status as a full-time or regular teacher.

2-1.27 PROGRAMME

A programme is an administrative unit composed of various disciplines and courses. In each semester, the Co-ordinator or Director for each programme calculates, based on the individual teaching load (CI: "*charge individuelle*") assigned to each teacher, what the percentage of his/her load comes to within each programme, and the teacher is assigned to the programme with the highest percentage.

For the purposes of implementing this article, the programmes include the following:

- Fashion design
- Fashion marketing
- Hotel management technology - restaurant establishment management
- Tourism technology
- Cooking (DEP)
- Accounting and management technology
- Commercial management technology
- Insurance and financial services counselling
- Computer technology
- Human sciences
- Child education technology
- Special education technology
- General education
- Arts and literature

2-1.28 UNION

Refers to the teaching staff as a whole at Lasalle College.

2-1.29 RESEARCH AND DEVELOPMENT (R&D) HOURLY RATE

For full-time or regular teachers, the hourly rate is equivalent to the salary for one day of work, as set out in Article 2-1.30, divided by six point five (6.5) hours.

For lecturers, the R&D hourly rate is equal to the hourly teaching rate, divided by a factor of 1.55.

2-1.30 SALARY FOR ONE DAY OF WORK

In the case of a full-time or regular teacher, this is equivalent to the annual gross salary divided by two hundred and sixty (260) days.

In the case of a lecturer or substitute teacher, this is equivalent to the gross salary to which he or she would be entitled for one (1) given day if present at work.

ARTICLE 3 – SCOPE

3-1.01 JURISDICTION

This collective agreement applies to all salaried teachers within the meaning of the Québec Labour Code covered by the accreditation certificate.

3-2.01 SUB-CONTRACTS

(A) No employee of the College, with the exception of Programme or School Co-ordinators, may perform the work of a teacher governed by the present collective agreement. This exception is possible insofar as the courses are assigned to co-ordinators after the assignment procedure for full-time tenured and regular teachers and tenured lecturers is completed, except for the first year of courses in a programme newly authorized by the Ministry. Such an assignment must not result in a Co-ordinator having more than one (1) course per semester.

(B) The College undertakes not to contract out any teaching activity.

Notwithstanding the foregoing, the College has the right to assign a course to one or more outside persons recognized for their expertise or their reputation, up to a maximum of thirty-six (36) individual teaching load units (CIs) per semester in the first year, and up to twenty (20) units in the second year.

Such an outside person may teach more hours per semester, but these hours must be assigned in accordance with the regular course assignment procedure and take into account the seniority accumulated since his/her hiring.

(C) The use of the services of volunteers, interns, guests or speakers must not result in a teacher being laid off, put on availability, demoted or having his or her hours reduced or post abolished.

ARTICLE 4 – RECOGNITION

4-1.00 RECOGNITION OF THE UNION

4-1.01 The College recognizes the Union as the teachers' sole representative and agent for the purposes of collective bargaining and the interpretation and implementation of this agreement.

4-2.00 INDIVIDUAL AGREEMENT

4-2.01 To be valid, any individual agreement between a teacher and the College on working conditions that differs from those set out herein must be approved in writing by the Union and the teacher concerned.

4-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS

4-3.01 The College and the Union recognize that every teacher has the right to full equality of human rights and freedoms.

The College and the Union explicitly agree to respect, in their actions and decisions, each teacher's exercise of human rights and freedoms in full equality without distinction, exclusion or preference that might constitute discrimination.

4-3.02 It is agreed that neither the College, the Union nor their respective representatives shall use threats, constraints, discrimination or reprisals against a teacher because of his or her race, religious beliefs or lack thereof, gender, sexual orientation, language, colour, national ancestry, social origin, political convictions, age (except as provided by law), pregnancy, social condition or civil status, or because he/she has a disability or exercises a right recognized by this collective agreement or the law.

4-4.00 PSYCHOLOGICAL HARASSMENT

4-4.01 The provisions of Articles 81.18, 81.19, 123.7, 123.15 and 123.16 of the Québec Government's Act on Psychological Harassment shall be deemed to be part of this collective agreement.

4-4.02 The parties recognize that psychological harassment is a reprehensible act and shall actively seek to discourage the practice thereof in the workplace.

4-4.03 The parties shall co-operate in order to prevent any and all instances of psychological harassment.

4-5.00 SEXUAL HARASSMENT

4-5.01 The College and the Union recognize that:

- (A) the workplace must be free of sexual harassment;
- (B) it is forbidden to publish or distribute posters,, notices or leaflets that violate this article;
- (C) no one may sexually harass another person.

ARTICLE 5 – UNION SYSTEM

5-1.01 UNION MEMBERSHIP

Subject to the provisions of Article 5-1.03, teachers who are members of the Union at the time the collective agreement comes into force and those who join thereafter must remain members.

5-1.02 MEMBERSHIP OF NEWLY HIRED TEACHERS

Subject to the provisions of Article 5-1.03, teachers hired after the date on which this collective agreement comes into force must become members of the Union.

5-1.03 EXCEPTION TO THE RULE

Being refused membership, resigning or being expelled from the Union shall not affect the employment relationship between a teacher and the College in any way.

5-2.00 CHECKOFF OF UNION DUES

5-2.01 An amount equal to the dues set by the Union shall be deducted by the College from the pay of each teacher governed by this collective agreement.

5-2.02 On the fifteenth (15th) day of each month, the College shall remit the dues collected in the preceding month to the Union,. At the time of each remittance, the College shall complete and supply such information as may be required by the Union.

5-2.03 The Union shall notify the College of any change in the amount set as legal or special union dues at least twenty (20) working days before it comes into force.

5-2.04 The Union undertakes to defend and indemnify the College for any claim that may be lodged by one or more teachers concerning the amounts deducted from their pay under the provisions of this article.

5-3.00 TRANSMITTAL OF INFORMATION TO THE UNION

5-3.01 Before the fifth (5th) week of the fall, winter and summer semesters, the College shall supply the Union with a complete list in alphabetical order of the teachers covered by this agreement, indicating for each the person's employee number, first and last names, status, pay, date of birth, home address, telephone number and date of hiring, as indicated to the College.

5-3.02 Every six months, the College shall provide the following information, where applicable:

(A) the names of new teachers, their date of hiring and the information stipulated in Article 5-3.01;

(B) the names of those teachers no longer in the College's employ and the date of their departure.

5-3.03 The College shall submit to the Union at the same time a copy of any document pertaining to working conditions that is addressed to all teachers or a group of teachers covered by this collective agreement.

5-3.04 The College shall notify the Union of the academic calendar no later than May 15 of each year.

ARTICLE 6 – UNION PREROGATIVES

6-1.00 POSTING

- 6-1.01 The College shall place one bulletin board at the Union's disposal in each teachers' room and staff dining room. These bulletin boards may be used by the Union for the purpose of posting any information concerning the union activities of the bargaining unit or any other document, provided that it is not defamatory.

Any document posted on these bulletin boards must first be authorized by a union representative.

A copy of any document posted on these bulletin boards shall be sent to the College within a reasonable period after posting.

6-2.00 USE OF PREMISES

- 6-2.01 After agreement with the College and following the established procedure for reserving rooms, the Union shall be entitled to hold teachers' meetings on College premises after giving two (2) working days' advance notice in writing, provided that a room is available. There shall be no charge to the Union for this use of College premises for meetings unless, exceptionally, it entails additional special expenses. At no time will the College charge rent for rooms and/or commonly used materials.

- 6-2.02 The College shall place a suitable room at the Union's disposal, including local telephone service only and the Internet, to be used for general office purposes. The College shall pay all charges for the installation of or changes in services, after prior agreement with the Union.

6-3.00 UNION REPRESENTATIVES

- 6-3.01 The Union shall supply the College with the names of its representatives, official titles, and the name of the committee to which they belong, as appropriate, and shall advise it of any changes. The College shall recognize the various union representatives only after this information has been received.

6-4.00 UNION STEWARDS

- 6-4.01 Union stewards are recognized by the College as the teachers' official representatives vis-à-vis the College's representatives to ensure compliance with and implementation of this collective agreement.

The Union may appoint a cumulative total of thirteen (13) union stewards.

The Union shall inform the College of the names of the said stewards and members of the various committees no later than April 1, failing which the College shall not be required to recognize them. The Union shall inform the College of any subsequent change.

- 6-4.02 A union steward or the teacher concerned may take time off work, insofar as possible outside class hours and student and programme availability time at no loss in pay, for the period of time reasonably required to file a grievance and for the various stages of the grievance procedure.

- 6-4.03 A union steward whose presence is required at a meeting may, after having informed his or her immediate line supervisor representing the College of the existence and duration of the meeting, take the necessary time off work at no loss in pay for such a meeting, provided that it is held by mutual consent of the College and the Union. Such a presence shall not be limited to the various stages of the grievance procedure as set out in this collective agreement.

When such a meeting is to be held, the College and the Union nevertheless agree to do their best to schedule it outside class hours and the student and programme availability hours of the teachers concerned by the meeting.

6-5.00 TIME OFF FOR UNION ACTIVITIES

6-5.01 Upon written request from the Union at least fifteen (15) days before the date scheduled for the assignment of teaching loads in the following semester, the College shall give leave to the equivalent of one full-time teacher for the purpose of union work and for an uninterrupted period ranging from a minimum of one semester to a maximum of twelve (12) months, renewable according to the same procedure. The Union may distribute this leave among a maximum of five (5) teachers.

6-5.02 The Union must notify the College at least fifteen (15) days before the date scheduled for the assignment of teaching loads for a semester in which a teacher resumes work, and the latter shall then return to the position that he or she held prior to going on leave, unless it was abolished during the person's absence or the teacher concerned was bumped as a result of circumstances provided for and covered by this collective agreement.

6-5.03 A teacher given leave under Article 6-5.01 shall maintain his or her pay and fringe benefits, along with the rights and privileges conferred by this collective agreement, and shall accumulate experience and seniority.

6-5.04 In the case of leave granted pursuant to the provisions of Article 6-5.01, the Union shall reimburse the College on a monthly basis for the sums paid by the College to such a teacher in accordance with this agreement as of the first month of leave, within thirty (30) days of when the Union receives a statement of account to this effect.

6-6.00 LEAVE FOR UNION ACTIVITIES

6-6.01 A maximum of six (6) members of the Union's Executive Committee may take time off work to participate in outside union activities (conventions, conferences, seminars, etc.), subject to the following conditions:

(A) The College must be notified at least ten (10) working days in advance;

(B) Members of the Executive Committee may be absent for up to a cumulative total of fifty (50) hours per year for all members of the Committee at no loss in pay. Beyond this limit of fifty (50) hours, the College shall claim a salary reimbursement from the Union;

(C) The amount reimbursed by the Union shall correspond to the pay of the teacher on leave calculated at the rate of 1/260th of the annual salary for each full day of absence. For lecturers, reimbursement shall be calculated according to the hourly rate for the teacher on leave.

6-7.00 BARGAINING COMMITTEE

6-7.01 The College agrees to allow three (3) teachers designated by the Union to take time off work at no loss in pay in order to participate in collective bargaining, conciliation or mediation sessions.

The College and the Union agree to do their best to schedule such meetings outside the class hours of the teachers involved in such bargaining sessions.

6-8.00 TIME OFF FOR UNION WORK

6-8.01

(A) If a teacher is elected to a position on the executive of the *Confédération des syndicats nationaux* (CSN), the *Fédération nationale des enseignantes et des enseignants du Québec* (FNEEQ-CSN) or the *Conseil central du Montréal métropolitain* (CCMM), the College, after being so notified thirty (30) days in advance, shall grant the teacher leave, with his or her pay to be reimbursed by the Union. This leave shall be renewable automatically on an annual basis.

- (B) The provisions of paragraph (a) of this clause may not result in more than two (2) prisms taking leave at the same time.

6-8.02 Any request for leave for union work must be signed by the teacher and approved by an authorized representative of the Union.

6-8.03

(A) When a teacher is given leave for union staff work and then wishes to resume teaching duties, he or she must notify the College thirty (30) days in advance. The College shall reinstate the teacher in his or her duties in the following semester.

(B) If a teacher ceases to perform his or her union staff duties and is unable to resume teaching duties immediately, he or she shall then go on leave without pay as of the date on which the College is officially notified of the situation by the organization for which the teacher was given leave. After receiving at least thirty (30) days' advance notice in writing, the College shall reinstate the teacher in his or her duties as of the following semester.

ARTICLE 7 – MANAGEMENT RIGHTS

7-1.01 The Union recognizes that the College is solely responsible for managing, directing and administering its affairs, in accordance with the provisions of this collective agreement.

ARTICLE 8 – LABOUR RELATIONS COMMITTEE

8-1.00 LABOUR RELATIONS COMMITTEE

8-1.01 DEFINITION

The Labour Relations Committee (LRC) is a standing body that examines all matters related to the implementation and interpretation of this collective agreement or any issue, problem or dispute pertaining to working conditions between the College on the one hand and its teachers and the Union on the other.

8-1.02 COMPOSITION

The Labour Relations Committee (LRC) shall be composed of no more than three (3) union representatives and no more than three (3) representatives of the College. Guests may be present at the request of one party, with the approval of the other party.

8-1.03 RULES OF PROCEDURE

(A) The Committee shall establish its own rules of procedure.

(B) The Committee shall meet at the request of either party, and the College must call and hold such a meeting within two (2) working days of receiving such a request.

The party soliciting a meeting of the Committee must do so in writing and list the items it wishes to see put on the agenda. The notice of a meeting and a proposed agenda including all of the items that each party wishes to discuss must be sent to the other party at least twenty-four (24) hours prior to the meeting.

The minutes must be distributed before the next LRC meeting. The timeframe shall be determined by both parties.

- (C) Quorum shall be two representatives from each party. Each party shall have one vote. A committee decision must be unanimous, failing which there shall be no agreement.

If quorum for a meeting is not attained, one of the parties shall call a second meeting, which must be held within a reasonable lapse of time, not to exceed five (5) working days after the first.

- (D) The minutes of a Committee meeting must be approved and signed by at least one (1) representative of each party at the following meeting; part or all of the minutes may be approved forthwith.
- (E) Should the parties fail to reach an agreement, the College or the Union shall proceed. However, the College or Union may not proceed before first informing the other party beforehand and, as appropriate, the employee affected by the decision.
- (F) When the Committee agrees to amend a clause in the collective agreement, the amendment shall be submitted to the parties for their approval. It shall not come into force until recorded in a letter of agreement signed by both parties and submitted to the Ministry of Labour. To be binding on the College, the Union and the teachers, any agreement reached under this article must be signed by the parties thereto.
- (G) Unless the parties agree otherwise, the LRC shall meet in camera. However, each time that a teacher's case is discussed by the Committee, he or she may attend and be heard during that part of the agenda scheduled for discussing and seeking to settle his/her case. However, when the LRC examines the possibility of downsizing teaching staff under Article 11-3.01, the College need not inform each teacher individually.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9-1.00 DEFINITION OF A GRIEVANCE

A grievance means any disagreement regarding the interpretation or implementation of this collective agreement.

9-1.01 PRELIMINARY DISCUSSION

Before submitting a grievance, a teacher may try to settle the problem with his or her immediate supervisor representing the College by informing the latter of his/her complaint and the remedy sought.

9-2.00 STEP ONE: FILING OF THE GRIEVANCE

- 9-2.01 The teacher, accompanied or unaccompanied by his or her union steward, must submit the grievance in writing to the Human Resources Department within thirty (30) working days of the event or knowledge of the event giving rise to the grievance, within a period not to exceed six (6) months.

- 9-2.02 The College shall have ten (10) working days from the date of filing of the grievance in question to respond in writing to the Union and forward a copy of its response to the grievor.

- 9-2.03 The Union may file a grievance on behalf of a teacher or group of teachers or on its own behalf, in accordance with the procedure described above.

- 9-2.04 No grievance may be dismissed on the grounds of a technical irregularity or error in procedure.

9-2.05 The settlement of an agreement must be recorded in writing and signed by the representatives of both parties. Such a settlement shall be binding on the grievor, the Union and the College.

9-2.06 A grievance that is rejected may not be construed to mean that the Union accepts the College's claim, and cannot be invoked by the College as a precedent.

A grievance that is accepted may not be construed to mean that the College accepts the Union's claim, and cannot be invoked by the Union as a precedent.

9-3.00 STEP TWO: ARBITRATION

9-3.01 (A) The parties shall have sixty (60) working days from the date of the decision rendered by the College in Article 9-3.02 above on the grievance filed in order to send the grievance to arbitration. The other party shall be given notice of the intention to do so.

The parties shall then have thirty (30) days after receiving such notice from the party indicating his intention to go to arbitration to agree on the choice of a sole arbitrator, except as otherwise agreed to between the parties.

Failing an agreement, either of the parties may ask the Minister of Labour to appoint an arbitrator, pursuant to the provisions of the Québec Labour Code.

(B) The hearing shall be held before a sole arbitrator.

(C) The parties agree, insofar as is possible, to accord priority to the preparation of arbitration rolls first of all regarding dismissals, and secondly suspensions.

9-3.02

(A) If the College fails to notify the Union in writing at least ten (10) working days before the arbitration hearing that it intends to raise a preliminary objection concerning the time-barred or premature nature of a grievance, it automatically relinquishes its right to make such an objection.

(B) If the Union fails to notify the College in writing at least ten (10) working days before the arbitration hearing that it intends to raise a preliminary objection concerning the lateness of a disciplinary measure (10-5.01), it automatically relinquishes its right to make such an objection.

9-4.00 POWERS OF THE ARBITRATOR

9-4.01 The arbitrator shall proceed to hear the grievance with all due dispatch according to the procedure and evidence that he or she deems appropriate.

9-4.02 Arbitration hearings shall be public. The arbitrator may, however, himself/herself or at the request of either party, order that the hearing be held in camera.

9-4.03 Under no circumstances may the arbitrator amend or add to the text of this collective agreement.

9-4.04 In all cases of suspensions, dismissals or other disciplinary measures for just cause, the arbitration tribunal shall have full discretion to uphold, amend or quash the College's decision and the authority to restore the rights and privileges in part or in whole, depending whether it upholds, amends or rejects this decision in part or in whole. If the tribunal deems it appropriate to grant the teacher an indemnity, it must take into account any salary received by the teacher in the interim. The tribunal may order that the sums due to the teacher bear interest according to the rates set by the regulations adopted under Article 28 of the *Loi sur le ministère du revenu du Québec* [Québec Ministry of Revenue Act].

9-4.05 Arbitration awards shall be final, enforceable and binding on the parties and must be carried out diligently.

9-5.00 COSTS OF ARBITRATION

9-5.01 The arbitrator's fees and expenses shall be borne equally by the College and the Union.

9-5.02 The plaintiff and the person representing the Union shall be released from their regular duties, at no loss in pay, in order to attend the arbitration hearings. Witnesses shall be released from their work for the time deemed necessary by the arbitration tribunal, at no loss in pay. During a collective and/or union grievance, only one plaintiff shall be released from duty at no loss in pay.

9-6.00 MEDIATION

9-6.01 The parties may also agree to use the mediation-arbitration procedure. The procedure set out in the first (1st) and second (2nd) steps of this article shall apply *mutatis mutandis*.

9-6.02 Upon written request from both parties, the mediator may act as arbitrator in a continuation of arbitration on grievances that were not settled in mediation.

9-6.03 The fees and expenses of an arbitrator who is mandated as a mediator shall be borne equally by both parties, as if it were an arbitration case.

9-7.01 TIME PERIODS MANDATORY

The time periods referred to in this article shall be mandatory except when otherwise specified by the parties by written agreement.

ARTICLE 10 – DISCIPLINARY MEASURES

10-1.01 CONDITIONS UNDER WHICH A DISCIPLINARY MEASURE MAY BE IMPOSED

The College may not impose a disciplinary measure on a teacher unless the following conditions have been met:

- (A) The College must send out a summons in writing to the teacher indicating the reasons for the summons and addressing the fault or shortcoming identified in order to hear his/her version of the facts. The summons must be sent simultaneously to the Union. A period of three (3) working days shall be provided for between the dispatch of the summons and the date of the meeting.

The teacher may be accompanied by a union representative.

After this meeting, the College shall have fifteen (15) working days to communicate its decision in writing to the teacher.

- (B) The College must have sent the individual at least two (2) written notices beforehand on a subject of a similar nature over a period of one (1) year. The time period between the two (2) notices must allow the teacher to remedy the problem.

If the College decides to impose a suspension or dismissal, it must have submitted the matter beforehand to the Labour Relations Committee, pursuant to the provisions of Article 8.

10-1.02 EXCEPTION TO THE CONDITIONS UNDER WHICH A DISCIPLINARY MEASURE MAY BE IMPOSED

However, notwithstanding Article 10-1.01, if a teacher causes the College, its members, staff or students a prejudice which by its nature and seriousness calls for immediate action:

- (A) The College:
 - (i) shall temporarily suspend the teacher from duty at no loss in pay, and forward to him/her a notice in writing specifying the grounds for the suspension. A copy of this notice must be sent to the Union at the same time;
 - (ii) shall then have fifteen (15) working days to advise the teacher in writing of its intention to take action and to call a meeting of the LRC, at which meeting the teacher may be heard, failing which he/she shall be reinstated without prejudice. This time period may be extended by mutual agreement by the parties.
- (B) The College and the Union shall then have five (5) working days subsequent to the scheduled LRC meeting in order to review the case. Without prejudice to his/her right to avail himself/herself of the grievance procedure, the teacher may be heard at this meeting. After this review, a second LRC meeting shall be called to discuss the case. The teacher may be heard at this meeting as well.

The College shall communicate its decision in writing to the teacher and the Union within three (3) working days after the above-mentioned second LRC meeting, failing which the teacher shall be reinstated without prejudice.

- (C) The time limits provided for by this article shall take precedence over those indicated in Article 8.

10-2.01 RESIGNATION

Any decision involving a disciplinary measure must be substantiated and communicated in writing to the teacher and forwarded to the Union at the same time. The teacher may, within five (5) days following the receipt of such a decision, submit his/her resignation in writing to the College. A copy of this resignation shall be forwarded to the Union.

10-3.01 SIGNED CONFESSION

No confession signed by a teacher may be used against him/her before an arbitration tribunal unless the confession was signed in the presence of a Union representative.

10-4.00 TIME-BAR

10-4.01 For disciplinary action purposes, the College may not invoke or take into account any warnings, notices or disciplinary measures or any other culpatory document which is older than twelve (12) months, unless there has been a repetition on a subject of a similar nature.

10-4.02 Any disciplinary action imposed more than thirty (30) working days after the incident or knowledge of the incident giving rise to it, within a maximum period of six (6) months, shall be null, void and illegal for the purposes of this agreement unless the College and the Union agree otherwise.

10-5.00 MANDATORY TIME LIMITS

The time limits stipulated in this article shall be mandatory unless there is written agreement to the contrary between the parties. Failure to abide by the time limits shall render a measure null, void and illegal for the purposes of this agreement.

10-6.00 PERSONNEL FILE

10-6.01 A teacher, accompanied or unaccompanied by a Union representative, may consult his or her file at any time, which shall include the following:

- (A) job application form;
- (B) hiring contracts;
- (C) any deduction authorization;
- (D) any notices, confessions, unfavourable remarks or culpatory evidence provided for under this article;
- (E) any documents pertaining to the teacher's classification or ranking.

The teacher's file may be consulted by the representatives of the parties only at a meeting of the LRC.

10-6.02 The teacher must be informed by the College before any unfavourable remark or culpatory document is placed in his/her file. In such cases, the file must contain an indication to the effect that the teacher has been apprized of the remark.

In no way may such an indication be used against a teacher as a confession. A copy of any complaint, unfavourable remark or culpatory document placed in a teacher's file shall be forwarded to the Union, unless the teacher has objected to this in writing within three (3) working days after the day on which the teacher was informed, pursuant to the paragraph above.

10-6.03 Any unfavourable remark or incriminating document placed in a teacher's file may be challenged by the latter or the Union through the LRC or via the grievance process.

If the College recognizes the validity of the appeal by the teacher or the Union after a meeting of the LRC, the disputed document shall be immediately removed from the file. The same shall apply if a judgement allows a grievance filed under the previous paragraph.

10-6.04 At the teacher's request, the file shall contain information on the teacher's involvement in a committee set up by the Ministry or the College, as well as any professional activity carried out at the College. At the teacher's request, the file shall also contain any favourable assessments in his or her regard on the LRC's part, or on that of an arbitration tribunal, student or the College.

10-6.05 In the event of a dismissal, a copy of the complete file shall be submitted to the teacher and the Union along with the dismissal notice.

When a suspension is ordered, a copy of the documents provided for in paragraph (D) of clause 10-6.01 shall be submitted to the teacher and the Union, along with the suspension notice.

10-7.00 BURDEN OF PROOF

10-7.01 If a teacher files a grievance under this article, the onus shall be on the College to demonstrate the grounds for and appropriateness of the disciplinary measure.

10-7.02 The College may adduce in evidence before the arbitrator only those grounds invoked by it in writing at the time of the suspension, dismissal or other disciplinary action.

10-8.00 TEACHER'S RIGHTS

If a tribunal decides to reinstate a teacher in his/her duties, the latter shall regain all entitlements, years of experience, fringe benefits and other advantages as if he/she had not been subject to disciplinary action, unless the tribunal rules otherwise.

ARTICLE 11 – HIRING

11-1.00 HIRING OF TEACHERS

11-1.01 Full-time and regular teachers

Full-time and regular teacher hiring contracts shall be renewed automatically from year to year.

1.02 Lecturers

Lecturers shall be hired for a term of one (1) semester.

11-1.03 Substitute teacher

The contract of a substitute teacher shall terminate when the original teacher returns.

At the time of signing the substitute contract, the teacher shall be informed, in writing, of his or her employment status and of the probable duration of the replacement.

The College shall inform the teacher of the termination of the replacement as soon as the date the original teacher is to return is known.

11-2.00 HIRING CONTRACT

11-2.01 Form of hiring contract

Teachers shall be hired by written contract on the form provided for in Annex 1. A complete copy of the contract must be given to the teacher and the Union.

All clauses of the signed contract must be compatible with the present collective agreement, with the latter taking precedence over said contract.

11-2.02 Hiring contract for one (1) semester or portion of a semester

Any contract for a semester or portion of a semester must specify:

- (A) the term of the contract and the date on which each course begins and ends;
- (B) the course or courses to be taught and the hours of teaching;
- (C) the teacher's status;
- (D) the teacher's time off, where applicable;
- (E) the hourly rate and total amount of pay;
- (F) experience;
- (G) number of years of formal instruction.

11.2.03 Miscellaneous provisions

- (A) At the time of contract signing, the College shall have one (1) union membership form signed, pursuant to the union system in place, and provide the Union with a copy. The Union shall supply the College with copies of this membership form.

- (B) The College shall give all new teachers a copy of this collective agreement at the time of contract signing.

Before the hiring contract is signed, teachers having no personnel file at the College shall supply official documents attesting to his or her educational attainments and experience (official transcript(s), degree(s) and certificate(s) of employment).

- (C) Teachers with files at the College shall supply the official documents updating their educational attainments and experience.

11-3.01 DETERMINATION OF TEACHING STAFF REQUIREMENTS

By no later than April 30 of the academic year, the College shall determine its needs with regard to full-time and regular teaching staff for the forthcoming teaching year.

- (A) For full-time teachers, in accordance with the following formula:

The number of DEC PESes (periods/student/week) for the fall and winter of the current academic year, divided by the following ratio:

- | | |
|---|----------------------------------|
| (i) Ratio for 2009-2010: | 1 162 PES = 1 full-time position |
| (ii) Ratio for 2010-2011: | 1 131 PES = 1 full-time position |
| (iii) Ratio for 2011-2012 and subsequent years: | 1 108 PES = 1 full-time position |

- (B) The number of regular teachers shall be added to the number of full-time teaching posts in accordance with the following method of calculation:

The number of AEC PESes (periods/student/week) for the summer, fall and winter of the current academic year, divided by the following ratio:

- | | |
|---|----------------------------|
| (i) Ratio for 2009-2010: | 8,452 PES = 1 regular post |
| (ii) Ratio for 2010-2011: | 7,043 PES = 1 regular post |
| (iii) Ratio for 2011-2012 and subsequent years: | 6,037 = 1 regular post |

Regular teaching posts shall be assigned, whenever a post is available, on the basis of seniority.

The College shall provide the Union with the Ministry's report (SOCRATE) for the current academic year on or about April 1st. The latter must include the breakdown of DEC and AEC PESes. The College shall present the full-time and regular teaching staff requirements per programme.

11-4.00 SCHEDULE OF DISCIPLINES

- 11-4.01 Each winter session, two (2) weeks after the statement of DEC enrolment, the College shall post the updated schedule of disciplines. This schedule shall be valid for identifying the discipline to which the various courses offered by the College are attached. It shall also serve to indicate the special qualification requirements (EPQ) for teaching courses. A copy of the schedule shall be provided to the LRC at the same time.

- 11-4.02 The LRC shall examine the schedule and may request changes no later than the tenth (10th) working day after posting. Change requests submitted after this time period shall be received and processed, although the change may, as appropriate, not be applied until the next semester.

- 11-4.03 All change requests shall be reviewed by the Programmes Administration. The latter shall indicate its reply to the LRC within ten (10) working days after receiving the request.

- 11-4.04 If the request is accepted, the schedule of disciplines shall be amended.

11-4.05 If the request is refused, the LRC may appeal the decision by filing a request in writing with the Academic Studies Administration. This appeal must be lodged within five (5) working days after communication of the decision.

11-4.06 The Academic Studies Administration shall review the appeal request and indicate its reply in writing to the Union within ten (10) working days after receiving the request. Its decision shall be final.

11-5.00 ADDITION OF COURSES IN A DISCIPLINE

11-5.01 A teacher shall be deemed to be qualified to dispense the courses already given in his or her discipline(s) that have already been approved by the Academic Studies Administration.

11-5.02 Should a teacher wish to teach a course in a discipline to which he/she is attached but has never given, he/she may apply to the Programmes Administration for this purpose.

In order to do so, the teacher shall enter the new course from his/her discipline on the Preferences Form during course selection.

Further, he/she must submit his/her substantiated request in writing to the Team Leader and the Programmes Administration. This request must be received by the College within the first three (3) days of the assignment period (Article 19-2.00).

11-5.03 The College shall consult with the Team Leader concerned by the request and render its decision before the end of the assignment period. In the event of disagreement, the employer shall decide.

11-6.00 ADDITION OF A NEW DISCIPLINE

11-6.01 A teacher who wishes to give a course in a new discipline may submit a request to this effect to the Programmes Administration. He/she must complete the appropriate form, supply supporting documentation and submit a copy to the Academic Studies Administration. The current practices of full-time/regular status teachers with regard to multiple disciplines shall be maintained.

11-6.02 In order to be assured that he or she will be considered for the next-semester assignments, a teacher must submit his/her request no later than the first day of the statement of DEC enrolment. The College shall answer the teacher within five (5) working days thereafter.

11-6.03 If the request is accepted, the teacher may include the new course in his/her discipline on the Preferences Form at the time of course selection.

11-6.04 If the request is refused, the teacher may appeal by writing to the Academic Studies Administration. In order to be valid for the next-semester assignment, this appeal must be lodged within five (5) working days subsequent to communication of the decision.

11-6.05 In response to an appeal by a teacher, the Academic Studies Administration shall form an advisory committee made up of one teacher from the discipline, at the teachers' discretion, the Programme Director/Coordinator, the Team Leader from the new discipline and a representative from the Academic Studies Administration. The advisory committee shall communicate its response in writing to the teacher and the Union within ten (10) working days following receipt of the appeal. In the event of a disagreement, the College shall decide. The decision of the advisory committee shall be final.

11-7.00 EXCLUSION FROM A DISCIPLINE

11-7.01 The College may withdraw a teacher's right to teach one or more courses in a discipline when it is brought to its attention that significant or reoccurring pedagogical problems are being experienced by the teacher, and support and development measures have not been effective. The teacher shall then be informed of this exclusion before the assignment period for the excluded course.

11-7.02 If the teacher does not agree with the exclusion of a portion of the discipline from his/her field of qualification, he/she may appeal to the Academic Studies Administration, which shall consult with an advisory committee made up of the Team Leader and a teacher from the discipline, at the appellant's discretion. In the event of a disagreement, the employer shall decide. The College shall indicate its response in writing to the teacher within ten (10) working days after receipt of the appeal. Its decision shall be final.

11-8.00 POSTING OF JOB VACANCIES

11-8.01 Any vacant or newly created post must be advertised on the bulletin boards agreed upon with the Union and on the College's Intranet system.

The announcement shall remain posted for ten (10) working days, unless alternate arrangements are made by the parties.

The notice posted must indicate the following:

- the teacher's status;
- the programme;
- the discipline;
- the language;
- the qualifications normally required by the College;
- any special requirements;
- the date the teacher's duties are to begin.

The employer shall forward a copy of the notice posted to the Union and to all individuals on the recall list.

11-8.02 Full-time or regular bilingual positions may be created after agreement between the parties.

11-9.00 TEMPORARY REPLACEMENTS

11-9.01

(A) Any post which is temporarily vacant because of an absence or expected leave of at least one (1) year and known no later than the first day of the contract year must be posted on the various bulletin boards agreed upon with the Union.

Such notices shall be posted for five (5) working days, unless alternate arrangements are made by the parties.

(B) Notwithstanding the foregoing, the College may defer until the next contract year a temporary replacement lasting at least the equivalent of three (3) months (including the non-semester period of May and June) to cover a full-time or regular instructor's full teaching load when this replacement results from an absence which occurred during the current contract year.

The full teaching load balances of full-time or regular teachers who have chosen a course load on a pro rata basis or further to the absence of a full-time or regular teacher occurring during the contract year, as set out in the previous paragraph, shall be cumulative and give rise to a pro rata post if the percentage rate equals 50% or more. It may even result in a replacement position for one year if this percentage figure is 100%. Any portion of a load not filled after posting shall not be deferred to a later year.

The College shall inform the Union of any approved pro rata teaching load request by a full-time or regular teacher, and of any absence by a full-time or regular teacher for the equivalent of at least three (3) months (including the non-semester period of May and June) when a full teaching load during a contract year is concerned.

11-9.02 A teacher who obtains a temporary replacement shall be paid according to his:her salary scale and the status of the person being replaced.

11-9.03 When a post becomes temporarily available during the semester, teaching shall begin immediately until a replacement is assigned, and the teacher who obtained it takes up his duties, pursuant to the terms and conditions provided for in this collective agreement. The replacement post shall be deferred until the next year.

When a course is assigned immediately, the College shall apply the collective agreement's criteria insofar as this is possible.

11-10.00 CANDIDACY AND ASSIGNMENT OF THE POST OR TEMPORARY REPLACEMENT

11-10.01 Teachers employed by the College who have applied and possess the qualifications normally required by the College shall be chosen on a seniority basis.

11-10.02 If no teacher applies or no candidate is selected, the College may then hire from outside the bargaining unit.

ARTICLE 12 – SENIORITY

12-1.01 DEFINITION

Seniority shall be calculated in accordance with Article 12-2.02.

12-2.02 CALCULATION OF SENIORITY

The calculation of seniority shall be expressed in years and fractions of a year and be computed as follows:

- (A) For full-time or regular teachers: one (1) year of service shall equal one (1) year of seniority;
- (B) For lecturers: on a pro rata basis of his/her teaching load relative to a load of five hundred and forty (540) hours of instruction. (Five hundred and forty (540) hours of instruction are equivalent to one (1) year of seniority).

Under no circumstances may a teacher acquire more than one year of seniority during a twelve (12)-month period.

12-3.01 ACCUMULATION OF SENIORITY

The teacher shall continue to accumulate seniority in the following cases:

- (A) During an absence due to a work-related accident or disease recognized as such by the CSST up to the time the employee is declared by the CSST to be suffering from a permanent disability rendering him or her unfit to assume a workload;
- (B) During the first twenty-four (24) months of absence due to an accident or illness other than a work-related accident or disease;
- (C) During leave for professional development;
- (D) While in a pro rata post (one (1) year per year for the first two (2) years);
- (E) During any other absence provided for by the present collective agreement except where otherwise specified.

12-3.02 Lecturers shall benefit from the provisions of the previous clause, *mutatis mutandis*, in proportion to the average number of hours taught at the College during the four (4) previous teaching semesters or since taking up his/her duties, depending on which date is closest to the start of the absence. Seniority shall accrue progressively.

12-4.01 RETENTION OF SENIORITY

Seniority shall cease to accumulate but continue to be credited to the teacher in the following cases:

- (A) During a period of absence from the twenty-fifth (25th) to the thirtieth (30th) month due to an accident or illness other than a work-related accident or disease;
- (B) During leave to occupy a public office;
- (C) During leave without pay;
- (D) During the layoff of a full-time or regular teacher for the first 24 (twenty-four) months, or for a time equivalent to the teacher's seniority if the latter is less than twenty-four (24) months at the time of the layoff;

- (E) During any other absence provided for by this collective agreement, except where specified otherwise;
- (F) During assignment by the College to a post outside the bargaining unit, during the first twelve (12) months;
- (G) Following a failure to rehire a lecturer, the teacher shall retain his:her seniority for a maximum period of twenty-four (24) months.

12-5.01 LOSS OF SENIORITY

A teacher shall lose his/her seniority and all of the rights pertaining thereto in the following cases:

- (A) Following a teacher's dismissal for just and sufficient cause;
- (B) If a teacher leaves voluntarily;
- (C) If a teacher is absent because of an accident or illness other than a work-related accident or occupational disease, after the thirtieth (30th) month;
- (D) After the twenty-fourth (24th) month of a layoff, or after a time period equivalent to the full-time or regular teacher's seniority, if this seniority is less than twenty-four (24) months at the time of the layoff;
- (E) After the twenty-fourth (24th) month of the last hiring contract, for lecturers;
- (F) If a teacher fails to report to work within five (5) working days, without notification or a valid reason;
- (G) Following a failure to rehire a lecturer for more than twenty-four (24) consecutive months during which the individual has not taught;
- (H) On the teacher's retirement.

12-6.01 SENIORITY ROSTER

The College shall publish a seniority roster once a year during the fourth week after the start of the fall semester, for full-time or regular teachers.

The College shall publish a seniority roster once per semester during the fourth week after the start of each semester, for lecturers.

The College shall post the seniority rosters at those locations indicated in Article 6-1.01, for a period of ten (10) working days, and shall submit a copy thereof to the Union.

This roster shall indicate the seniority of all teachers as of the last day of the previous semester, and shall contain the following information:

- (A) The teacher's name, in order of seniority;
- (B) The date of hiring. This date shall correspond to the first day of teaching at the College;
- (C) The teacher's recognized seniority for the previous contract year (expressed in years and fractions of a year).

During the period of posting, any teacher may request a correction of the seniority roster. After this time period, the list shall be official and the corrected version, as applicable, shall be forwarded to the Union and posted in the same location for a period of at least five (5) working days.

ARTICLE 13 – TENURE AND LAYOFFS

13-1.00 OBTAINING TENURE

Teachers shall obtain tenure after two (2) years of continuous service.

13-2.00 TEMPORARY REDUCTION IN TEACHING LOAD

13-2.01 Full-time or regular teachers who are unable to achieve the minimum 40 CI [Individual Workload] points at the start of a new contract year may do so within the same year, while adhering to Article 19-00. Should the individual be unable to complete his/her annual teaching load, he/she shall be remunerated accordingly on a pro rata basis, as per the official statement of enrolments for the winter semester.

13-2.02 When teaching activities are available, these shall be assigned on a priority basis to teachers with a reduced teaching load. This assignment shall be by seniority among the various teachers possessing the qualifications normally required by the College.

13-2.03 Full-time or regular teachers whose workload is reduced under paragraph 13-2.01 shall maintain their status and the rights attached thereto, except for salary, for a period of twenty-four (24) months.

13-3.00 DEFINITION OF A LAYOFF

A layoff is defined as the loss of the status as a full-time or regular teacher.

13-4.00 LAYOFF PROCEDURE

13-4.01 PRIOR NOTICE OF LAYOFF

(A) Layoff resulting from the implementation of Article 11-3.01

On or before May 31 for the following contract year, the College shall issue a written notice of layoff to a teacher affected by downsizing as a result of the implementation of Article 11-3.01. A copy of this notice shall be forwarded to the Union.

(B) Layoff resulting from the elimination of a programme or a reduction in the number of teaching hours of a particular discipline.

In such a case, the College shall advise the Union six (6) months before the start of the last semester during which the programme is taught. When there is a reduction in the number of teaching hours for a particular discipline, the College shall advise the Union at the start of the last session and consult it regarding the manner of effecting this change.

The College shall provide a teacher being laid off with advance notice in writing. This notice shall be one (1) week if the individual has less than one (1) year of uninterrupted service; two (2) weeks if he/she has between one (1) and five (5) years of uninterrupted service, four (4) weeks if he/she has between five (5) and ten (10) years of uninterrupted service, and eight (8) weeks if he/she has ten (10) or more years of uninterrupted service to his/her credit.

If advance notice is not given, the teacher shall receive compensation in the form of an indemnity.

In all cases, layoffs shall proceed in the following order:

(i) The programmes or disciplines affected by the largest reductions in PES [*périodes-élèves par semaine* – periods/student/week];

- (ii) If someone is to be laid off, it must be the last person to have obtained a post;
- (iii) If two or more persons were hired on the same day, the layoff shall proceed in reverse order of seniority.

13-4.02 The College shall handle the layoff of full-time teachers affected by downsizing resulting from implementation of the calculation set out in paragraphs 11-3.01 and 13-4.01 B. However, in order to limit their number, the College shall proceed as follows:

- (A) The College may maintain a full-time post for the teacher affected and recognize a new field of qualification without adhering to the time periods provided for in Articles 11-5.00 and 11-5.04.
- (B) If the College does not proceed as in (A) above and there is a teaching position available, the College shall offer the employee the following options, namely:
 - (i) Accept a regular teaching task;
 - (ii) Accept a teaching task on a pro rata basis relative to that of a regular teacher, as per the terms and conditions of Article 14-8.01.
 - (iii) Opt for progressive retirement, in accordance with the terms and conditions set out in Article 22.

(C) If (A) and (B) are clearly not possible, the teacher may claim the allowances provided for in Article 13-5.00 and furthermore may apply, as appropriate, for a post of lecturer for any teaching loads that might be available, according to his/her qualifications and seniority.

13-4.03 The College shall handle the layoff of regular teachers affected by a lack of work.

However, in order to limit layoffs, the College shall proceed as follows:

Regular teachers shall keep their positions if they fill a minimum of 75% of the post, as set out in Article 18-3.01.

If the minimum post activity cannot be attained, the regular teacher shall become a lecturer, while maintaining his/her seniority.

13-4.04 In the event Article 13-4.02 (B) applies in a given year and there exists at the College a position for a full-time or regular teacher over and above the number determined in Article 11-3.01, any surplus post shall then be deducted when calculating the number of posts to be created under Article 11-7.01 (B).

13-5.00 SEVERANCE ALLOWANCE

13-5.01 The College shall pay full-time or regular teachers who are laid off under Article 13-4.01 (A) or (B) a severance allowance equal to one (1) week of pay per year of seniority for the first four (4) years, and two (2) weeks of pay per year of seniority from the fifth year on, up to a total of twenty-four (24) weeks of pay. For the purposes of calculating the severance allowance, where appropriate, seniority shall be calculated based on the last layoff date giving rise to the payment of a severance allowance.

The severance allowance shall be paid on the September 1 following the layoff if the teacher is not rehired at that time.

If a teacher who has already received severance benefit is rehired within two years and then laid off again, the number of years of service for a second severance benefit shall be calculated from the date on which the previous benefit was paid. The same procedure shall be applied for any subsequent benefits.

13-5.02 If the College does not intend to rehire a tenured lecturer, except for substitute teachers, because of downsizing or a lack of work, it must send a notice in writing to the latter no later than December 1 for hirings for the next winter semester; April 15 for hirings for the summer semester; and May 31 for hirings for the fall semester or the next year. A copy shall be forwarded to the Union at the same time.

Non-tenured teachers who accumulate less than two years of uninterrupted service and are not rehired may submit their case to the Labour Relations Committee, although the College's decision is not grievable. The College shall inform the Union at the LRC meeting of the reason or reasons for not rehiring.

13-6.00 RECALL PROCEDURE

13-6.01 Teachers who have been laid off shall retain hiring priority for a period of twenty-four (24) months. During this period, their names shall appear on the recall list.

13-6.02 The College shall rehire teachers on the recall list in reverse order to that set out in Article 13-4.01, provided the teacher possesses the qualifications required for the post.

Any teacher on the recall list shall be responsible for informing the College of any change of address.

13-6.03 Teachers shall be informed by the College of the recall by registered mail sent to the last address known to the College.

13-6.04 Teachers who are laid off and who, without notification or valid reason, fail to report for work within ten (10) working days after receipt of a recall notice sent out in accordance with the provisions provided for in this collective agreement shall lose their seniority and all rights pertaining thereto.

Notwithstanding the foregoing, teachers who have entered into a contract with another teaching institution may return to the College at the start of the semester following the date of receipt of the recall notice. The teacher must inform the College within ten (10) working days after receipt of the recall notice. In this case, the College shall fill the position in question with a substitute teacher, for the duration of the semester.

13-6.05 Each teacher on the recall list shall retain priority over any teacher who has never been employed by the College for any vacant teaching position which the College wishes to fill.

13-6.06 Lecturers must advise the College whether they are available for the next semester at the time of the course assignment process, pursuant to Article 19-2.03.

ARTICLE 14 – LEAVE – VACATION

SECTION I – STATUTORY HOLIDAYS

14-1.00 During the contract year, full-time and regular teachers are entitled to the following statutory holidays, at no loss in pay:

- Labour Day;
- Thanksgiving;
- December 23 and 24;
- Christmas Day;
- New Year's Day;
- Good Friday;
- The Monday before May 25 – [Dollard Day (Queen Victoria Day)];
- Saint-Jean-Baptiste Day;
- Canada Day.

During the Christmas and New Year's holiday season, teachers shall be available to the College one week before the start of winter semester courses.

SECTION II – SUMMER VACATION

14-2.00 LENGTH OF VACATION

Full-time and regular teachers are entitled to a period of vacation with pay as follows:

- (A) Full-time teachers are entitled to two (2) months of paid vacation per contract year provided they have taught at the College continuously for the ten (10) months preceding the vacation.
- (B) Regular teachers are entitled to a period of vacation starting with the end of programme availability in one year, as mentioned in Article 17-5.04 (B), until the start of the next academic year.
- (C) A full-time or regular teacher who takes leave for professional or personal reasons or who ceases to be employed by the College before the scheduled end of his/her contract shall receive as vacation pay one fifth (1/5) of the full-time or regular pay earned between the date his/her last contract began and the actual date of leaving.
- (D) A full-time or regular teacher who is not available as stipulated in his/her contract for three (3) months or more shall be entitled to only one fifth (1/5) of his/her usual earnings as paid vacation.
- (E) A substitute teacher shall be entitled by way of paid vacation to part of the two (2) months of vacation prorated to his/her full-time or regular-time equivalence. This equivalence shall correspond to one fifth (1/5) of the pay earned between the date on which his/her replacement contract began and the date on which the replacement work ends.
- (F) A full-time or regular teacher who distributes his/her teaching load over three (3) semesters may not avail himself/herself of these provisions regarding summer vacations.

14-2.01 SUMMER VACATION PAY

During the summer period, a full-time or regular teacher shall receive his/her regular pay as if he/she were at work.

SECTION III –SPECIAL LEAVE

14-3.00 REMUNERATION OF SPECIAL LEAVE

Each teacher shall be entitled to the following leave at no loss in pay:

(A) Marriage

Three (3) consecutive working days, including the wedding day;

(B) Death

(i) of a child, spouse or spouse's child: five (5) consecutive working days, unless there is a cremation or burial, in which case one of the days shall be reserved for this;

(ii) of a father, mother, father-in-law, mother-in-law, brother or sister: three (3) consecutive working days, unless there is a cremation or burial, in which case one of the days shall be reserved for this;

(iii) of a former spouse if the latter is the father or mother of a minor child of the teacher, brother-in-law, sister-in-law, grandfather, grandmother, son-in-law, daughter-in-law or the spouse's grandparents: one (1) working day;

(iv) in the cases referred to in paragraphs (1), (2) and 3 of Article 14-3.01 (B), if event takes place more than two hundred and forty (240) kilometres from the teacher's residence, the latter shall be entitled to one (1) additional working day. If the event takes place more than five hundred (500) kilometres from the teacher's residence, the latter shall be entitled to two (2) working days of leave;

(C) *Cas de force majeure*

A teacher is entitled to up to three (3) working days in situations of *force majeure* or acts of God such as disasters, fires, floods or any other major chance event which prevents the teacher from reporting for work.

(D) Order to serve as a juror or witness

A teacher who is called upon to serve as a juror or prospective juror or to appear as a witness in court in a case to which he or she is not a party shall be entitled to the necessary time off, at no loss in pay.

(E) Admission tests and proficiency examinations

When a teacher wishes to take an admission test or proficiency examination in a recognized educational institution, he or she may, after agreement with the College, take a maximum of three (3) half-days off without pay per calendar year for this purpose.

14-3.01 REMUNERATION OF SPECIAL LEAVE

(A) Any leave provided for in Article 14-3.01, except for paragraph (E), shall be remunerated if it coincides with a working day for the teacher concerned, that is, if the teacher would have been at work on that day had it not been for the event giving rise to the leave;

(B) A teacher who is absent from work on account of the health of his spouse or a child requiring his presence, or who is absent because of a chance event or for personal reasons forcing him/her to be absent may draw upon his bank of sick leave credits (16-4.01).

SECTION IV – PARENTAL RIGHTS [Correction to be supplied by the public sector]

Sub-section 4.1 – Maternity Leave

14-4.01 LENGTH OF MATERNITY LEAVE

- (A) A pregnant teacher shall be entitled to twenty (20) weeks of maternity leave that must be consecutive, subject to clause 14-4.03 (12-3.03) and 14.4.04.

A teacher who gives birth to a stillborn child after the start of the twentieth (20) week preceding the expected date of delivery shall also be entitled to this maternity leave.

- (B) Maternity leave may be for less than twenty (20) weeks. If a teacher returns to work within two (2) weeks of giving birth, she must produce a medical certificate certifying that she has recovered sufficiently to resume work.

14-4.02 DISTRIBUTION OF MATERNITY LEAVE

The distribution of maternity leave taken before and after the birth of the child shall be at the teacher's discretion, and include the day of birth.

14-4.03 SUSPENSION OF MATERNITY LEAVE

A teacher who gives birth prematurely and whose child is hospitalized as a result shall be entitled to non-continuous maternity leave. The teacher may return to work before the end of her maternity leave and complete it when the child's condition no longer requires hospital care. However, the leave cannot be suspended more than once. It shall be complete once the child is brought home.

In addition, when a teacher has recovered sufficiently from childbirth and her infant is hospitalized after she has left the health institution, the teacher may suspend her maternity leave, after agreement with the College, by returning to work during this hospitalization period.

14-4.04 SPLITTING OF MATERNITY LEAVE

In either of the following cases, at the teacher's request, the maternity leave may be split into weeks, and the maximum number of weeks during which the leave is suspended shall vary for each case:

- (A) If the child is hospitalized: the maximum number of weeks of leave suspension shall be equivalent to the number of weeks of hospitalization, with the maximum not to exceed twelve (12) weeks.

If, on the other hand, the child is suffering from a serious, potentially fatal illness, as attested to by a medical certificate, the teacher shall be entitled to extend the suspension of leave, which shall terminate no later than one hundred and four (104) weeks after the start of the suspension.

- (B) If a teacher is absent because of a situation covered by Article 79.8 (*Absences et congés pour raisons familiales ou paternelles* -- Absences and leave for family or parental reasons) of the *Loi sur les normes du travail [Labour Standards Act] (L.R.Q., c. N-1.1)*: the maximum number of weeks that leave may be suspended shall be equal to the number of full weeks of the situation's duration, with the maximum not to exceed six (6) weeks.

During such a suspension, the teacher shall be deemed to be on leave without pay, and shall receive no indemnities or benefits. She shall accumulate seniority and experience as if she were at work.

14-4.05 PRIOR NOTICE OF MATERNITY LEAVE

To obtain maternity leave, a teacher must give the College advance notice in writing at least three (3) weeks before the date she is to go on leave. This prior notice must be accompanied by a medical certificate or a written report signed by a midwife attesting to the pregnancy and the due date.

Less notice may be given if a medical certificate attests that the teacher must leave her position sooner than expected. In unforeseen circumstances, the formality of prior notice shall be waived for the teacher, subject to her providing the College with a medical certificate attesting that she was required to leave her job immediately.

14-4.06 EXTENSION OF MATERNITY LEAVE

If the birth occurs after the due date, the teacher shall be entitled to an extension of her maternity leave equal to the period of this delay, unless she already has a period of at least two (2) weeks of maternity leave after the birth. The teacher may, additionally, be granted an extra four (4) weeks' extension of the maternity leave if her child's health requires it.

The teacher shall receive no compensation or pay during these extensions.

14-4.07 RETURN TO WORK

(A) A teacher must report to work at the end of her maternity leave unless it is extended, as provided for by the clauses of this section.

A teacher who does not abide by the preceding paragraph shall be presumed to have resigned if she does not report for work.

(B) Upon returning from maternity leave, a teacher shall return to her position, as the case may be, subject to the provisions of the collective agreement on hiring and job security.

However, a teacher may be temporarily assigned to other teaching-related duties until the following semester, with full rights and privileges as if she were occupying her position.

14-4.08 CASE ELIGIBLE FOR THE QUÉBEC PARENTAL INSURANCE PLAN (QPIP) (*RÉGIME QUÉBÉCOIS D'ASSURANCE PARENTALE* (RQAP))

A teacher who has accumulated twenty (20) weeks of service¹ with the College before the start of her maternity leave and who, following an application for employment insurance benefits under the *Régime québécois d'assurance parentale* (RQAP), is found to be eligible for such benefits shall receive from the College during her maternity leave compensation equal to the difference between 93 per cent (93%) of her weekly base salary and the amount of the maternity or parental benefits.

This compensation shall be calculated based on the RQAP benefits to which a teacher is entitled, without taking account of the amounts subtracted from such benefits by way of reimbursement of benefits, interest, penalties and other amounts recoverable under the *Loi sur l'assurance parentale* [*Parental Insurance Act*].

However, when a teacher works for more than one employer, the compensation shall be equal to the difference between ninety-three per cent (93 %) of the base salary paid by her Employer and the amount of RQAP benefits corresponding to the proportion of the weekly base salary paid out relative to the sum of weekly base salaries paid by all employers.

¹ A teacher accumulates service if her absence is authorized, for example on the grounds of invalidity, and includes a benefit or compensation.

14-4.09 CASE ELIGIBLE FOR THE *RÉGIME D'ASSURANCE-EMPLOI* (RAE) (EMPLOYMENT INSURANCE PLAN (EIP))

A teacher who has accumulated twenty (20) weeks of service² with the College before the start of her maternity leave and who, following an application for employment insurance benefits under the *Régime d'assurance-emploi* (RAE), is found to be eligible for such benefits but not for the RQAP shall receive from the College during her maternity leave compensation as follows:

- (A) During the weeks of the waiting period provided for in the employment insurance plan, benefits equal to thirty-eight per cent (38%) of the weekly base pay³ which the teacher would have received for this period had she been at work, plus an amount equal to the weekly employment insurance benefits that she will receive during the period covered by (B);
- (B) During the weeks when a teacher receives employment insurance benefits, the compensation shall be equal to thirty-eight per cent (38%) of the weekly base pay the teacher would have received for this period had she been at work;
- (C) During the weeks following those covered by (B) until the end of the maternity leave, the compensation shall be equal to thirty-eight per cent (38%) of the weekly base pay the teacher would have received for this period had she been at work, plus an amount equal to the weekly employment insurance benefits received by her for the period covered by (B).

14-4.10 The total amounts received by the teacher during her maternity leave by way of RQAP or RAE benefits, PSCMs (supplementary maternity leave benefits) and any other remuneration that the teacher might receive must in no case exceed ninety-three per cent (93%) of her usual weekly base pay.

14-4.11 For those cases covered by clauses 14-4.09 and 14-4.10:

- (A) No compensation may be paid during a vacation period for which the teacher receives remuneration;
- (B) The benefit due for the first two (2) weeks shall be paid by the College within two (2) weeks after the start of the leave. The benefit due after this date shall be paid at two (2)-week intervals, with the first payment not falling due, however, in the case of a teacher eligible for the RQAP or the RAE, until fifteen (15) days after the issuance of a cheque from the RQAP or the RAE in the teacher's name.

14-4.12 CASE NOT ELIGIBLE FOR THE RQAP OR THE RAE

- (A) A teacher who is excluded from RQAP or RAE benefits or ruled to be ineligible for them shall receive compensation for twenty (20) weeks equal to thirty-eight per cent (38%) of the weekly base pay that she would have received for this period had she been at work.
- (B) In the case of a lecturer, her weekly base pay shall be equivalent to her average weekly base pay received from the College during the last five (5) months prior to her maternity leave.

If the teacher has received benefits during this period defined as a percentage of her weekly base pay, it is understood that for the purpose of calculating her weekly base pay during her maternity leave, the reference point shall be the weekly base pay that was used to define such benefits.

² A teacher accumulates service if her absence is authorized, for example on the grounds of invalidity, and includes a service or compensation.

³ For the purposes of this article, pay is understood to mean the teacher's regular salary.

If the period of the last five (5) months preceding the lecturer's maternity leave includes the date on which rates of pay were revised upwards, the weekly base pay shall be calculated on the basis of the rate of pay in force at that time. If, however, the maternity leave includes this date, the weekly base pay shall change on that date in accordance with the formula for salary scale increases applicable to her.

Subsection 4.2. – Special pregnancy/breastfeeding leave

14-4.13 TEMPORARY ASSIGNMENT AND SPECIAL LEAVE

When her working conditions involve a risk of infectious disease or physical danger to her or her unborn or breastfeeding child, a teacher may ask to be assigned temporarily to another position that is vacant or temporarily without an incumbent.

She must submit a medical certificate to this effect as soon as possible.

A teacher so assigned to another position shall retain the rights and privileges attached to her regular position.

If the College does not temporarily assign her elsewhere, the teacher shall be entitled to special leave that shall begin immediately. Unless a temporary assignment occurs later and ends the special leave, this leave shall end on the date the pregnant teacher gives birth or, for a teacher who is breastfeeding, at the end of the period of breastfeeding.

During the special leave provided for in this clause, a teacher's compensation shall be determined by the provisions of the Occupational Health and Safety Act [*Loi sur la santé et la sécurité du travail*] on protective leave for a teacher who is pregnant or breastfeeding.

Subsection 4.3. – Other special leave

14-4.14 A teacher shall be entitled to special leave during pregnancy in the following cases:

(A) When complications in the pregnancy or the risk of miscarriage require that she stop work for a period of time specified by a medical certificate. This special leave may not, however, exceed the start of the fourth (4th) week preceding the due date;

(B) Upon presentation of a medical certificate prescribing the duration thereof, when a spontaneous or legally-induced miscarriage occurs before the start of the twentieth (20th) week preceding the due date;

(C) For pregnancy-related visits to a health-care professional, attested to by a medical certificate or a written report signed by a midwife.

14-4.15 During special leave granted under this article, a teacher shall enjoy all of the benefits provided for in clause 12-3.09, provided that she would normally be entitled to them.

A teacher covered by either (a) or (b) in clause 14-4.14 may also avail herself of the benefits of the sick leave or salary insurance plans.

A teacher covered by paragraph (C) in clause 14.4.14 may avail herself of sick leave benefits.

12-3.21 In no case may a teacher receive compensation or benefits exceeding one hundred per cent (100%) of her net income.

Subsection 4.4 – Adoption

14-4.17 LENGTH OF ADOPTION LEAVE

A teacher who legally adopts a child other than a child of his or her spouse shall be entitled to a maximum of ten (10) consecutive weeks of adoption leave.

For teachers eligible for the *Régime québécois d'assurance parentale* (RQAP), this leave shall be concurrent with the period of payment of benefits under the Parental Insurance Act (*Loi sur l'assurance parentale*), and must commence no later than the week following the start of the payment of parental benefits.

For teachers not eligible for the RQAP, the leave must occur after the child placement order or its equivalent in international adoptions, pursuant to the adoption scheme, or at some other time agreed with the College.

14-4.18 A teacher who legally adopts the child of his or her spouse shall be entitled to a maximum of five (5) working days of leave, only the first two (2) of which shall be paid. This leave may be discontinuous, but may not be taken after expiry of the fifteen (15) days following the arrival of the child at the home.

14-4.19 MISCELLANEOUS PROVISIONS

The time limit set out in clause 14-4.05 as well as the provisions in clauses 14-4.08, 14-4.09, 14-4.10, 14-4.11, 14-4.12 and 14-4.01 (B) shall apply, *mutatis mutandis*, to adoption leave. In international adoptions, the leave may be extended by a maximum of five (5) weeks. The provisions set out in clauses 14-4.08, 14-4.09, 14-4.10, 14-4.11 and 14-4.12 do not apply to this extension.

Subsection 4.5 – Other parental leave

14-4.20 PATERNITY LEAVE WITH PAY

A teacher shall be entitled to paid leave of a maximum duration of five (5) working days on the birth of his child.

A female teacher whose female partner gives birth shall also be entitled to this leave if she is designated as one of the child's mothers.

14-4.21 PATERNITY LEAVE WITHOUT PAY

On the occasion of the birth of his child, a teacher shall also be entitled to paternity leave without pay of no more than five (5) weeks which, subject to clauses 14-4.21 and 14-4.22, must be consecutive. This leave must terminate no later than the end of the fifty-second (52nd) week following the birth of the child.

A female teacher whose female partner gives birth shall also be entitled to this leave if she is designated as one of the child's mothers.

14-4.22 SUSPENSION OF PATERNITY LEAVE

When a child is hospitalized, a teacher may suspend his or her paternity leave, after agreement with the College, by returning to work for the duration of said hospitalization.

14-4.23 SPLITTING OF PATERNITY LEAVE

At the teacher's request, the paternity leave may be split into weeks, and the maximum number of weeks during which paternity leave is suspended shall vary in each of the following cases:

- (A) If the child is hospitalized: The maximum number of weeks of leave suspension shall be equivalent to the number of weeks of hospitalization. This number must not, however, exceed twelve (12) weeks.

If, however, the child is suffering from a serious illness which is potentially fatal, as attested to by a medical certificate, the teacher shall be entitled to an extension of the suspension of his or her leave, which shall end no later than one hundred and four (104) weeks after the commencement of the suspension.

- (B) If a teacher is absent from work because of a situation covered by Article 79.8 (*Absences et congés pour raisons familiales ou parentales -- Absence and leave for family or parental reasons*) of the *Loi sur les normes du travail* [Labour Standards Act] (L.R.Q., c. N-1.1): the maximum number of weeks of leave suspension shall be equivalent to the number of full weeks of the situation's duration. This figure must not, however, exceed six (6) weeks.

During the suspension period, a teacher shall be deemed to be on leave without pay and shall receive neither compensation nor benefits. He/she shall accumulate seniority and experience as if he/she were at work.

14-4.24 PARENTAL LEAVE

Length of parental leave

A teacher may extend maternity, paternity or adoption leave by a maximum of two (2) years of parental leave without pay.

Advance notice

Parental leave may be taken after prior notice of at least three (3) weeks has been given to the Employer indicating the date the leave starts and the date of the return to work. This time period may, however, be less if the teacher's presence is required next to the newborn or newly adopted child or, as the case may be, the mother, because of their health.

A teacher may terminate his or her parental leave before the date mentioned in the notice provided under the previous paragraph after providing the Employer with written notice of at least three (3) weeks of the new date of his/her return to work.

Return to work

A teacher who takes parental leave under the present clause must schedule his or her return to work with the start of a regular semester.

Subsection 4.6. – Miscellaneous provisions

- 14-4.25 During the maternity leave and extensions provided for in Clause 14-4.06, and during paternity and adoption leave, a teacher shall enjoy the following benefits, insofar as he or she is normally entitled to them, namely:

- group insurance, insofar as the master policy permits it and the individual pays his/her premium;
- accumulation of seniority;
- accumulation of experience;
- accumulation of sick leave.

A teacher may defer a maximum of four (4) weeks of annual leave if these fall within the maternity leave provided that, no later than two (2) weeks before this leave expires, she advises the College in writing of the date of this deferral.

14-4.26 During parental leave, a teacher shall accumulate seniority and retain his/her experience. He/she may continue to participate in those insurance schemes applicable to him/her provided a request to this effect is made at the start of the leave and all premiums are paid up.

The return from leave shall take place at the start of a semester, and the teacher shall resume work in accordance with the terms and conditions set out in clause 14-4.13.

SECTION V – LEAVE WITHOUT PAY

14-5.01 LEAVE REQUESTS

After four (4) years of service and once every period of four (4) years of service thereafter, a teacher may apply for leave without pay, after agreement with the College.

All applications for leave without pay must be addressed to the College no later than the seventh (7th) week of the semester preceding the departure.

14-5.02 DURATION OF LEAVE

Leave without pay must be for a minimum duration of one (1) semester and a maximum duration of twenty-four (24) months.

If this leave is for one (1) semester, it may not be renewed within the same academic year unless the teacher has filed an application for an extension prior to the seventh (7th) week of the semester preceding the extension period. If the duration of leave is for one (1) year, it may be renewed for one more year.

14-5.03 RETENTION OF BENEFITS

During a period of leave without pay, a teacher may take part in the group insurance and retirement schemes provided all of the costs thereof are assumed and insofar as the master policies and the law permit it.

SECTION VI – LEAVE WITH DEFERRED PAY

14-6.01 DEFINITION

The purpose of the deferred pay leave scheme is to allow full-time or regular teachers to spread their earnings over a longer period of time so as to receive pay during a period of leave.

The deferred pay leave scheme includes a period of work and a period of leave.

The deferred pay leave shall be the period of leave which occurs after the full period of work.

14-6.02 FIDUCIARY

The Union shall negotiate the provisions of such a deferred pay leave system with a private firm of actuaries, fiduciaries or other firms. These must be approved by the College prior to their being implemented.

It is understood that the College does not administer the plan and has no obligation other than making the deductions from the salaries of participating teachers.

14-6.03 ELIGIBILITY FOR THE SCHEME

(A) After five (5) years of service and once every five (5) years thereafter, any full-time or regular teacher may apply to participate in the deferred pay leave plan.

An application to this effect must be submitted in writing and indicate the anticipated duration of the plan and leave period, as well as the tentative start and end dates of the period of leave and of the plan.

- (B) Subject to possible academic problems, the College shall entertain requests to participate in the deferred pay leave scheme. However, for a given programme, the College shall not be obliged to accept an application which would result in more than one (1) teacher being on leave at the same time.

Subject to possible academic problems, when the College must choose between requests to participate in the deferred pay leave scheme submitted by several teachers, eligible requests shall be accepted in order of seniority.

- (C) Teachers accepted into the deferred pay leave scheme must sign a contract with the College setting out the various terms and conditions and the sums to be paid. These amounts must be deposited in an account with the fiduciary.

14-6.04 DURATION OF THE SCHEME

- (A) The deferred pay leave scheme may be of two (2), three (3), four (4) or five (5) years' duration.
- (B) The duration of the period of leave may be for (4) consecutive months when it begins in the fall semester; six (6) consecutive months when it begins in the winter semester, and twelve (12) consecutive months when it begins at the start of the academic year. The period of leave may not be interrupted for any reason whatsoever.

14-6.05 TERMS AND CONDITIONS OF IMPLEMENTATION

- (A) Availability and individual workload

During the period of work, availability within the meaning of the collective agreement and the teacher's individual workload shall be the same as they would be if he or she were not participating in the plan.

- (B) Retention of benefits

Subject to the provisions provided for in this clause, a teacher shall enjoy the benefits of this collective agreement to which he or she would be entitled if he or she were not participating in the scheme.

- (C) Seniority and experience

During the period of leave, teachers shall accumulate seniority and retain their experience. However, the leave period shall not be included for the purposes of calculating advance notices or separation allowances as provided for in Article 13.

- (D) Summer holidays

Notwithstanding clause 14-2.01, a full-time or regular teacher who takes one (1) year of leave with deferred pay shall not be entitled to a summer vacation.

However, a full-time or regular teacher who takes six (6) months of leave with deferred pay shall be entitled to a period of summer vacation within the contract year during which the leave with deferred pay occurs. Full-time or regular teachers shall receive during the summer vacation period one fifth (1/5) of the total pay for the teaching year preceding the vacation period.

(E) Sickness /work accident days

Notwithstanding clause 16-4.00, during the contract year when the period of leave with deferred pay occurs, a full-time or regular teacher shall be credited at the start of that year with a number of days of sickness or accident leave prorated to the number of months worked in proportion to his or her annual availability.

(F) Statutory holidays

Notwithstanding clause 14-1.00, full-time or regular teachers shall be excluded from the benefit of statutory holidays during the period of leave.

(G) Pension plan

The teacher's contribution to the pension plan during the period of deferred pay leave shall be as determined by the Act respecting the RREGOP [Government and Public Employees Retirement Plan].

(H) Period of disability

If a teacher becomes disabled during the plan, the following terms shall apply:

- If the disability occurs during the period of leave:

The disability shall be deemed not to exist during the period of leave but to have begun on the day provided for under the plan for the teacher's return to work at the end of the period of leave.

- If the disability occurs and ends before the period of leave:

The plan shall be suspended for the duration of the period of disability. The teacher shall be entitled to salary insurance benefits based on earnings under the plan. The period of interruption shall be excluded from the duration of the plan.

(I) Leave or absence without pay

Throughout the duration of the plan, a teacher who is on leave without pay or is absent without pay, whether authorized or not, shall have his participation in the deferred pay leave plan suspended. Upon his or her return, it shall be extended by a period of time equivalent to that of the leave or absence.

(J) Layoffs

When a teacher is laid off during the plan, the latter shall terminate on the following October 30th.

(K) Maternity leave

When maternity leave begins before, during or after the period of leave, participation in the plan shall be suspended for a maximum period of thirty (30) weeks, and the plan shall then be extended by a period equal to the duration of the plan's suspension.

(L) Group insurance plans

If a teacher wishes to remain covered by the various group insurance plans during the period of leave, he or she must, in accordance with the terms and conditions of the policies, pay the full amount of premiums.

14-6.06 RETURN TO WORK

At the conclusion of the period of leave, full-time or regular teachers shall return to their posts, and shall remain in the College's employ for a period of time at least equivalent to the duration of the period of leave.

SECTION VII - PUBLIC OFFICE

14-7.01 STANDING FOR ELECTION

A teacher who stands for nomination or runs for election in a federal, provincial, municipal or school board election shall, after advising the College in writing at least four (4) weeks before the date of leaving, obtain leave without pay not to exceed three (3) months.

14-7.02 Subject to the provisions of this agreement, a teacher who is defeated in an election may, at the end of the leave without pay, return to the position that he or she held with the rights and privileges acquired on the date of leaving. Upon returning to work, the teacher may be temporarily assigned to other duties until the beginning of the next semester. A teacher thus assigned to another position shall retain the rights and privileges attached to his or her regular position.

14-7.03 CANDIDATE ELECTED

A teacher who is elected as indicated in clause 14-7.01 must take leave without pay for the duration of his or her term of office, if the office calls for full availability.

If only partial or occasional availability is required, a teacher may, after agreement with the College, take time off without pay on occasion, in accordance with the requirements of the office.

14-7.04 RETURN TO WORK

When the term of office ends because of resignation, election defeat or other, the teacher shall resume his/her duties the following semester, provided that the College is notified in writing within at least fifteen (15) days before the date scheduled for assigning teaching loads for the following semester.

SECTION VIII – PRO RATA POSITION

14-8.01

(A) Notwithstanding clause 11-3.01, the College may, at the full-time or regular teacher's request, authorize a pro rata position, which must be equal to at least one half (50 %) of a full-time load. The teacher may perform his or her duties within one (1) or two (2) semesters, as the case may be.

(B) A teacher who wishes to work in such a pro rata position must submit a request before May 31 for the following fall semester, or November 1 for the following winter semester. The College reserves the right to refuse any request made after these dates.

A teacher who wishes to renew his or her request must abide by the same deadlines.

Such a reduction in teaching load shall be for a minimum of one (1) semester and a maximum of four (4) consecutive semesters. This request may be renewed only for a cumulative total of eight (8) semesters, except as otherwise agreed by the parties.

(C) In granting such pro rata posts, the College shall take seniority into account, although priority shall be given to requests made for humanitarian reasons. However, a request from a teacher who has already had half-time leave shall be considered after other applications.

(D) A full-time or regular teacher who benefits from a reduction in his or her teaching load shall keep his/her status as a full-time or regular teacher, as the case may be, but enjoy the benefits of this collective agreement, including pay, in proportion to the actual workload. However, such a teacher shall be deemed to be full-time or regular for pension purposes, if he or she so desires,

and must then pay the contribution associated with the rate of pay for full-time or regular employment.

- (E) Under no circumstances may such a reduction in teaching load be used to fill a position elsewhere, unless there is a written agreement with the College.
- (F) While working a reduced teaching load, a full-time or regular teacher shall accumulate seniority as if he or she were teaching full-time. It is agreed, however, that the teacher shall accumulate experience for pay purposes in proportion to the actual workload.
- (G) In order to calculate the percentage of salary in proportion to the workload, this pro rata calculation shall be based on 96 CI units.

SECTION IX - EXCHANGES WITH A TEACHING INSTITUTION OUTSIDE QUÉBEC

14-9.01 ELIGIBILITY

A teacher from the College and a teacher from a teaching institution outside Québec may exchange teaching institutions subject to the following terms and conditions:

- (A) The exchange shall be for a minimum of one (1) semester and a maximum of twenty-four (24) months, and the start of the exchange and the teacher's return to the College must coincide with the beginning of a semester.
- (B) The teacher shall submit a written request for the exchange to the College before the seventh (7th) week of the semester preceding the one in which the exchange is to begin.

14-09.02 TERMS AND CONDITIONS OF IMPLEMENTATION

A College teacher shall be covered by the following provisions for the duration of the exchange:

- (A) The exchange with a teaching institution outside Québec may not have the effect of modifying the rights and benefits conferred by a year of teaching.
- (B) However, a teacher shall not receive any pay from the College for the period of the exchange, and his or her experience shall be recognized.
- (C) If the College suggests this kind of exchange to the teacher, it may continue to pay the teacher during the exchange. In this specific case, if the teacher has full-time or regular status, the College shall not be required to fill a full-time or regular position.
- (D) During the exchange, the teacher may continue to benefit from group insurance or pension plan schemes by himself/herself paying all of the contributions and premiums necessary to this effect, provided this is allowed by the master policies or schemes.

However, in the event the College suggests that the teacher take part in the exchange, the latter may continue to benefit from the group insurance and retirement plan schemes as if he or she were still teaching at the College, provided that the master policies and schemes permit it.

ARTICLE 15 – TRAINING, RETRAINING AND PROFESSIONAL DEVELOPMENT

15-1.00 RECOGNITION

15-1.01 The College and the Union recognize and encourage teacher training, retraining and professional development.

For information purposes, training, retraining and short-term professional development may take the form of but are not limited to seminars, symposia, conventions, conferences or work placements in industrial settings.

15-1.02 Within the limits set out in this article, the College shall provide all teachers with genuine possibilities of training, retraining and professional development activities through study or work relevant to their teaching.

15-2.01 BUDGET ALLOCATED

The College shall earmark a minimum of one per cent (1%) of the total teacher payroll to the training, retraining and professional development of teachers. A report must be submitted to the Professional Development Committee no later than June 15 of each year.

15-3.01 NO CHARGE FOR COURSES GIVEN BY THE COLLEGE

At the end of the registration process, if there is still room, any teacher may register for one or more courses being given by the College.

The courses given by the College shall be free of charge for these teachers provided that this privilege does not entail additional expenses for the institution. These costs shall not counted be in the budget provided for in clause 15-2.01.

15-4.00 REIMBURSEMENT OF DEVELOPMENT EXPENSES

15-4.01 Within thirty (30) days of when the teacher provides the College with the original receipt for tuition fees and a copy of the transcript of his or her grades, the College shall reimburse tuition, registration and admission fees calculated according to the rates set by the teaching institution.

Any teacher must first have the training, retraining or professional development course he or she envisages approved by the College in order to ensure that it is reimbursed within the limits set out in clause 15-2.01.

A teacher must be employed by the College for the entire duration of a previously approved training, retraining or professional development course.

15-4.02 The College shall reimburse the teacher one hundred (100%) per cent of tuition, registration and admission fees incurred to take a course in the following cases:

- The course is related to a discipline being taught at the College, and the teacher passes it or is obliged to drop the course because of a change in his/her work schedule;
- The course is in the field of education, psychology or adult education, and the teacher passes it or is obliged to drop the course because of a change in his/her work schedule;

The College shall reimburse fifty per cent (50 %) of tuition, registration and admission fees to take courses in the following cases:

- The course is related to a discipline being taught at the College, and the teacher fails it or is obliged to drop the course because of illness;
- The course is in the field of education, psychology or adult education, and the teacher fails it or is obliged to drop the course because of illness.

15-4.03 Training, retraining and professional development activities shall take place outside normal working hours, except when the College obliges a full-time or regular teacher to take a course that is necessary for his or her teaching.

The College may oblige a lecturer who no longer meets the requirements of his/her discipline to take training, retraining or professional development courses outside regular work hours. The College may remove this discipline from the lecturer's teaching load if he/she refuses to take these courses within a reasonable period of time.

15-5.00 PROFESSIONAL DEVELOPMENT COMMITTEE

15-5.01 COMPOSITION

The Professional Development Committee shall be composed of three (3) teachers and three (3) members of College management.

15-5.02 MEETING OF THE COMMITTEE

The Committee shall meet at least two (2) times a year. It may meet more often if needed. Notices of meetings shall be accompanied by an agenda and relevant documentation.

15-5.03 TERMS OF REFERENCE OF THE COMMITTEE

The Professional Development Committee is an advisory committee whose objectives are:

- (A) to plan and organize the professional development of teachers;
- (B) to propose a method for allocating the budget earmarked for training, retraining and professional development;
- (C) to receive the inventory of needs expressed by schools/programmes;
- (D) to recommend to College management an annual professional development plan;
- (E) to provide follow-up of the training plan;
- (F) to receive the College's evaluation, including the titles of courses, number of employees who took them and amounts invested.

15-6.00 LEAVE FOR PROFESSIONAL DEVELOPMENT OR PROFESSIONAL ACTIVITIES

15-6.01 DEFINITION

Leave for professional development or professional activities means any absence for teaching, research or work related to the full-time or regular teacher's discipline or field of qualification that is not in competition with the activities of LaSalle College.

15-6.02 ELIGIBILITY

- (A) After agreement with the College on the pertinent terms and conditions, a teacher may obtain leave without pay for professional development or professional activities.

- (B) A teacher who wishes to extend his or her leave must apply to do so in writing no later than the seventh (7th) week of the semester preceding the extension. A copy of the notice of acceptance of the extension shall be forwarded to the Union.

15-06.03 DURATION OF LEAVE

Leave for professional development or professional activities may be obtained for a maximum period of two (2) years, after agreement with the College on the pertinent terms and conditions.

15-6.04 EXTENSION OF LEAVE

- (A) After agreement with the College, leave may be extended for a maximum period of twelve (12) months.
- (B) A teacher who wishes to extend his or her leave must apply to do so in writing no later than the seventh (7th) week of the semester preceding the extension. A copy of the notice of acceptance of the extension shall be forwarded to the Union.
- (C) If a full-time or regular teacher who occupies a position extends his or her leave without pay for more than a total of three years from the start of the leave without pay, his or her position shall be posted and filled in accordance with Article 11-1.00 of the collective agreement. The post of a full-time or regular teacher whose leave is extended beyond three (3) years shall be reposted in accordance with the procedure outlined in Article 11 of the collective agreement.

15-6.05 RETURN TO WORK

At the conclusion of his or her leave without pay for professional development or professional activities, a full-time or regular teacher shall be reinstated in his or her position.

However, if the post was readvertised in accordance with clause 15-6.04 (C), the teacher shall be reinstated in the College's employ on the basis of seniority.

15-6.06 MISCELLANEOUS PROVISIONS

During leave without pay for professional development or professional activities, a teacher may continue to participate in the group insurance plans applicable to him or her by himself/herself paying the full amount of contributions and premiums necessary to this effect, provided the master policies or plans permit it.

ARTICLE. 16 – WORKPLACE HEALTH AND SAFETY AND SICK LEAVE

SECTION I – WORKPLACE HEALTH AND SAFETY

16-1.00 COMMITMENT BY THE PARTIES

16-1.01 With a view to ensuring well-being and preventing work-related accidents and diseases, the College shall take the necessary measures, with the Union's assistance, to protect teachers' health and ensure their safety and physical integrity.

16-1.02 The Labour Relations Committee is mandated within its jurisdiction to discuss any problems and suggestions related to occupational health and safety.

16-2.01 CSST REGIME

Any teacher who has a work-related accident or disease and must take time off work shall be covered by the plan provided for by the *Commission de la santé et de la sécurité du travail (CSST)* [Workplace Health and Safety Panel], to which the College contributes.

16-3.01 MISCELLANEOUS PROVISIONS

The application of this clause shall in no way affect the teachers' bank of accumulated days of leave for sickness or accident.

SECTION II - SICKNESS OR ACCIDENT LEAVE CREDITS

16-4.00 SICKNESS OR ACCIDENT LEAVE CREDITS

16-4.01 At the beginning of each contract year, the College shall credit each full-time or regular teacher in the College's employ with six (6) days for illness or accidents in the coming year.

These days may be divided into half-days (1/2) equal to an absence of three (3) hours or less of teaching or availability for students or research and development when the teacher's presence is required.

16-4.02 Any teacher who is hired as a full-time or regular teacher after the start of the academic year shall receive a sickness or accident leave credit, determined in proportion to the time remaining between the date of assuming his or her duties and the end of the period of annual availability.

For calculation purposes, a teacher who has been employed for at least half a month shall have the full month recognized.

16-4.03 At the start of each academic semester, a lecturer in the College's employ shall be credited with sickness or accident leave equal to five per cent (5 %) of the number of hours of teaching in his or her contract for the semester.

This bank of credits may be used during the semester, and those not used by the end of the semester shall be accumulated.

The bank of sick leave or accident credits accumulated by a lecturer who obtains a full-time or regular teaching position shall be divided by six point five (6.5). The number of days thus obtained shall constitute his or her existing account. The teacher must then make the choice provided for in 16-5.03.

This paragraph shall apply *mutatis mutandis* to substitute teachers.

16-5.00 ACCUMULATION OF SICKNESS AND ACCIDENT LEAVE

16-5.01 The bank of sickness and accident leave may not be rolled over from year to year.

16-5.02 Notwithstanding the preceding paragraph, credited days which have not been used up during the annual availability period shall accumulate in a special account, at the rate of point five (0.5) days per unused day. These shall be paid at the rate in force at the time they are used.

A teacher may use this special account to extend his or her maternity, paternity or adoption leave, to take retirement earlier, or for any other special reason approved by the College.

16-5.03 The bank of sick leave days accumulated prior to March 2002 may, at the teacher's discretion, either remain credited to the teacher or be credited at the rate of 60% of days accumulated in the special bank account referred to in Article 16-5.02. This choice may be made at the start of each teaching year. It is understood that if this bank account remains credited to the teacher, the account provided for in clause 16-4.01 must be used up first.

16-6.01 ADJUSTMENT ON DEPARTURE OR IN THE EVENT OF INACTIVITY

If a teacher leaves his or her job or is not actively working for part of the academic year, the bank of sickness and accident leave shall be adjusted in proportion to his or her workload compared to the workload of a full-time teacher provided for in the current agreement for the ten (10)-month period of annual availability.

For the purpose of implementing this clause, maternity, paternity and adoption leave shall not result in a reduction in the number of days credited for the year in question.

16-7.01 MAKING UP OF TIME

When the account of sick leave or accident credits is exhausted and a teacher must be absent for reasons of illness or accident, he or she may, if the College agrees, make up the courses and the availability time he or she missed. If it should prove impossible to make up this time, the College shall reduce the teacher's salary by an amount corresponding to the length of the absence.

SECTION III – VERIFICATION OF ABSENCES

16-8.01 NOTICE OF ABSENCE

Unless it is impossible to do so, a teacher must provide notice of any unforeseen absence, in accordance with the provisions of the Teacher's Guide, no later than the start of his or her first (1st) course.

16-9.00 MEDICAL CERTIFICATE

16-9.01 The College may require a teacher to produce a medical certificate for any absence for illness or accident that exceeds three (3) working days in his/her schedule.

16-9.02 The College may require a written statement from a teacher whose absence is equal to or less than three (3) working days provided for in his schedule explaining the reason for the absence or, alternatively, a medical certificate.

SECTION IV – GROUP INSURANCE

16-10.01 GROUP INSURANCE PLAN

The Union and the College shall maintain a group insurance plan covering, in particular, life, salary and supplementary insurance.

The College shall pay an annual premium of thirty-five thousand dollars (\$35,000) to cover the cost of the group insurance plan.

16-11-01 ADMINISTRATION OF THE PLAN

The Union is the policyholder and is responsible for administration of the plan. The College shall deduct teachers' premiums in accordance with the terms and conditions agreed upon by the parties under the plan, remitting the total monthly amount to the insurer, including the premiums deducted from teachers and the College's monthly contribution towards the annual premium provided for in clause 16-10.01, and providing the insurer with all necessary information.

16-12.00 JOINT COMMITTEE

16-12.01 The College and the Union shall establish a Joint Group Insurance Committee composed of representatives of the parties who shall meet as needed, at a time agreed upon by the parties during working hours but outside teaching hours, at no loss in pay for the Union's representatives and with the mandate of establishing and implementing the group insurance plan.

16-12.02 The Administrator of the Plan shall provide the Joint Committee with the documents and information needed to ensure that the Plan's conditions are respected, including copies of the statements of source deductions and Employer's contributions.

16-13.01 WAITING PERIOD

A teacher who avails himself or herself of the salary insurance portion of the group insurance plan shall, during the waiting period, receive benefit equal to 100 per cent (100 %) of the salary being received as of the date of the disability. This benefit shall be for a maximum duration of seven (7) working days. The sick leave account shall not be affected by such an absence resulting in salary insurance benefits.

ARTICLE 17 – THE TEACHER’S JOB

17-1.00 ASSIGNMENT TO A TEACHING PROGRAMME

17-1.01 After the period of course assignment, a teacher shall be attached to the programme with jurisdiction over the discipline or majority of disciplines taught by him/her.

The Academic Studies Administration shall determine the programme to which a teacher is attached when problems prevent this from being ascertained clearly.

17-1.02 A teacher shall come under the responsibility of the Programme Coordinator/Director to which he/she is attached.

SECTION I – TEACHING LOAD

17.2.01 In accordance with the institution's policies and the Teacher's Guide, a teacher ensures:

- (A) preparation and delivery of courses in accordance with course plans approved by the College, so as to ensure that students receive quality teaching;
- (B) management of absences, the recording of marks and the communication and sharing of documents with students over the Intranet server;
- (C) reasonable availability to students, in particular individual or group meetings to direct work, provide additional explanations or meet educational needs raised by or related to teaching;
- (D) preparation, supervision and marking of training, summary and comprehensive evaluations;
- (E) submission of the final marks for each course for each semester included in the academic calendar. These shall be forwarded to management no later than the time agreed upon with his/her immediate supervisor, at the end of each semester;
- (F) participation in group activities related to developments in his/her programme so as to ensure that it continues to be of high quality; in programme meetings; in the development and assessment of programme objectives, in student evaluations by a group of teachers working with the same group of students; and in various consultations with regard to programmes;
- (G) maintenance of his/her expertise at a high level in the teacher’s particular field of qualification.

17-2.01 In addition to performing the teaching duties defined in Article 17-2.01, full-time teachers shall carry out research and development tasks.

Full-time and regular teachers shall perform duties that include student availability, course-related tasks and duties involving meetings and programme/discipline team projects.

The following provisions shall apply to the above:

- (A) Student availability

Notwithstanding Article 17-2.01 (c), teachers shall be available to students at the College in accordance with a schedule which is prepared and approved by management, as stipulated in Articles 17-5.01 and 17-5.02.

(B) Course-related tasks

Course-related tasks means the tasks mentioned in accordance with those described in Article 17-2.01 et seq;

During examination periods, full-time or regular teachers must be available for replacements or supervision, in accordance with their course and student availability schedules.

(C) Tasks related to meetings and programme/discipline team projects

These tasks shall be performed at the College in accordance with the schedule prepared by the school administration, which shall take into account the joint availability of the members of the same team. The College shall be responsible for managing these tasks, and the time allocated for these meetings shall not be cumulative.

(D) Participation

Participation in pre-semester activities and professional development and study days for each semester.

(E) Research and development tasks

See subsection 1.1

17-2.03 Unless the parties agree otherwise, a teacher shall:

- himself or herself compile the marks for each test, examination or assignment given to students;
- turn in marks in accordance with the College's technical guidelines;
- turn in a final grade for each course no later than five (5) working days after the end of the examination period for each semester set by the academic calendar.

17-2.04 Under no circumstances shall a teacher be required to carry out or have carried out by his/her students any non-teaching related production work. Only production work directly related to the programme discipline or disciplines and to the purposes for which these are designed may be carried out. A teacher shall not carry out or have carried out any work of the same kind at the workplace for personal purposes unless this is approved in writing by the College and is pertinent to the course plan.

Subsection 1.1 - Research and development

17-3.01 Full-time teachers must carry out research and development projects within their hours of availability, in accordance with Article 17-5.04. If, following a written request from his/her immediate supervisor, a full-time teacher exceeds the number of annual R&D hours, the extra hours shall be paid at the R&D hourly rate, in accordance with Article 2-1.29.

Regular teachers or lecturers who perform a mandate or carry out a research and development project shall be paid at the R&D hourly rate, in accordance with Article 2-1.29.

17-3.02 Research and development means carrying out mutually accepted projects proposed by the teacher or management. These activities, which are not clerical, may deal with educational, subject-matter or promotional aspects of the programme, taking into account the teacher's qualifications and skills, excluding any course-related duties, and observing the institution's objectives. These projects must be measurable and quantifiable. By way of information, these activities may include, but are not limited to:

- (A) the development and translation of teaching materials and the development of learning activities and teaching resources for a team's use:

- (B) programme activities: setup, revision, assessment and updating of teaching content/activities. Organization and planning of study projects, summary tests or training courses, excluding direct course preparation tasks. The development of framework plans or joint course plans. The development of DEC or AEC syllabuses;
- (C) promotional activities designed to heighten the College's visibility or recruit clientele: school visits; representation at fairs or open-house days;
- (D) Activities related to the success plan: organization/supervision of educational activities outside student class hours designed to provide support and assistance and enhance motivation. Supervised or catch-up workshops and coaching centres. Success plan-related activities exclude supervision of the teacher's own students for courses being given by him/her, within the meaning of Article 17-2.01(c);
- (E) participation in committees, in particular the Professional Development Committee, in co-operation with the labour market; the *Commission des études* [Curricula Panel], Environmental Committee or any other committee set up by the Academic Studies Administration;
- (F) professional assistance: team leaders; supervision of lecturers or new teachers; tutoring; peer teaching; planning of professional development day activities;
- (G) teacher development: internships; participation in symposia, conventions, conferences, non-credit courses; supplemental training; workshops;
- (H) Notwithstanding the provisions of Article 17-3.02, paragraph 6, any lecturer whom the College asks to take part in a professional development session in his/her discipline according to a specific schedule shall be paid for these hours at the R&D rate. Any request for a lecturer to take part in such a session must be addressed in writing by the College, specifying the dates and times required.

Subsection 1.2 - Personal plan of objectives to be achieved

17-4.01 A full-time teacher must agree with his/her Programme Director on a personal plan of the objectives to be achieved. This plan must be measurable and quantifiable. The plan shall be reviewed at the start of each year and define the professional activities to be performed according to a schedule which may be verified by the Programmes Administration.

The personal plan of objectives to be achieved shall be implemented within the framework of the teacher's availability (Article 17-2.01 et seq.) and in line with the programme's objectives.

SECTION II – AVAILABILITY OF THE TEACHER

Subsection 2.1 – Distribution of availability

17-5.01 A full-time or regular teacher who gives courses in regular education must be available to the College thirty-two and-one-half (32 1/2) hours a week.

17-5.02 REGULAR EDUCATION

- (A) In regular education, this availability shall normally be distributed from Monday to Friday between 8 a.m. and 6 p.m..
- (B) Notwithstanding paragraph (A) above, the teaching activities of certain physical education classes existing at the time this collective agreement is signed, for example canoe camping, may take place on Saturdays and Sundays.

- (C) Notwithstanding paragraph (A), the teacher may, as part of certain courses, need to be available for a maximum of two (2) weekends per semester, between 8 a.m. and 6 p.m., or between 11 a.m. and 11 p.m. within the limits necessary to meet his/her teaching load. The list of courses involved, which shall be reviewed periodically by the Labour Relations Committee (LRC), shall be posted on the bulletin boards designated for that purpose.

The full-time or regular teachers affected by this provision shall be granted two (2) consecutive days of leave during the week after the weekend worked.

It is agreed that full-time or regular teachers required to be at the College's disposal in the evening as part of the courses enumerated in the list above shall, in agreement with their immediate supervisors, rearrange their hours of availability and/or teaching time in the following week or weeks.

17-5.03 CONTINUING EDUCATION

In continuing education, this availability shall normally be distributed between Monday and Friday between 8 a.m. and 11 p.m. and on Saturdays, between 9 a.m. and 4 p.m. This availability must not, however, exceed five (5) consecutive working days.

17-5.04 AVAILABILITY

(A) FULL-TIME

A full-time teacher's hours of availability, except for those during which he/she is giving a class, shall be divided up as follows:

- (i) Ninety (90) hours per year devoted to meetings with students, normally distributed at a rate of three (3) hours per course week;
- (ii) Sixty (60) hours per year devoted to programme or school meetings, normally distributed at a rate of two (2) hours per course week. The Administration shall be responsible for managing these hours, which shall not be cumulative;
- (iii) Fifteen (15) hours per year devoted to programme or school meetings. These hours shall be worked within the first two weeks after the end of the winter semester. The Administration shall be responsible for managing these hours, which shall not be cumulative;
- (iv) One hundred and thirty (130) hours per year devoted to research and development. Except where otherwise agreed to with the teacher, these hours shall be worked after the end of the winter semester.
- (v) The remaining availability hours shall be devoted to course-related tasks.

(A) REGULAR TIME

The hours of availability of regular teachers, except for hours during which a class is being given, shall be divided up as follows:

- (i) Ninety (90) hours per year devoted to meetings with students, normally divided up at a rate of three (3) hours per course week;
- (ii) Sixty (60) hours per year devoted to programme or school meetings, normally divided up at a rate of two (2) hours per course week. The Administration shall be responsible for managing these hours, which shall not be cumulative;

- (iii) Fifteen (15) hours per year devoted to programme or school meetings. These hours shall be worked during the first two weeks after the end of the winter semester. The Administration shall be responsible for managing these hours, which shall not be cumulative.

17-5.05 Teaching activities shall normally take place in blocks of a maximum of three (3) consecutive periods (one (1) period is equal to one (1) hour).

However, the teaching activities of certain course sequences may take place in a block of more than three (3) consecutive periods, but must not, however, exceed six (6) periods with the same group of students, provided these course sequences begin before 11 a.m. This clause shall not have the effect of restricting the application of clause 17-8.02.

Section 2.2 – Presence at the College

17-6.01 The College may require a full-time or regular teacher to be present at the College outside the hours during which he/she gives his/her classes or attends meetings, or outside student availability hours.

However, availability hours for course preparation and correction may be worked at the College or elsewhere, at the teacher's discretion. This also applies to floating days.

17-6.02 During pre-semester periods, full-time or regular teachers may be called upon by the College to attend meetings, workshops or training. The teacher must be given two (2) weeks' advance notice.

17-6.03 During examination periods, full-time or regular teachers must be available for replacement and supervision, depending upon his/her course schedule and student availability time.

Subsection 2.3 – Planning of availability and availability hour credits

17-7.01 Except for the hours during which courses are being given, full-time or regular teachers shall determine their own student availability schedules.

This schedule shall normally be determined per semester, and subsequently be submitted to the teacher's Coordinator/Director, who shall approve it as is, or with the changes discussed with the teacher.

Any refusal to approve the schedule must be for valid reasons. The same shall apply to any subsequent modification.

17-7.02 The student availability schedule of full-time or regular teachers must be posted outside the teacher's office and communicated to the students under his/her responsibility.

Lecturers shall not be obliged to be available to meet with students according to a defined schedule outside teaching hours.

17-7.03 The College shall credit full-time teachers with one hour of R&D for each hour during which they:

- attend meetings of the various committees established by the College;
- provide instruction to colleagues, as part of a professional development activity.

This credit shall be contingent upon observance of the full availability provided for in Section II of this article.

Teachers must use this hourly credit, after agreement with their immediate supervisors, in the same contract year.

Lecturers who attend one of the meetings referred to above shall be paid at their R&D rate for each meeting hour.

17-7.04 The College shall credit full-time teachers with any extra hours worked over and above the individual workload (CI) during a semester for the purpose of supervising students as part of a project, competition or critique in the Fashion Design programme as R&D hours.

17-7.05 Regular teachers or lecturers who provide supervision, as described in the paragraph above, shall be compensated at their R&D hourly rate.

Subsection 2.4 – Rest periods

17-8.01 A teacher who finishes teaching at 11 p.m. cannot be required to teach before 11 a.m. the next day.

17-8.02 Teachers shall be entitled to a rest period of ten (10) minutes per teaching period (one (1) hour).

17-8.03

- (A) Unless there is agreement between the teacher and the College, any teacher who teaches more than three (3) consecutive periods in one day in regular education shall have one (1) hour between 11 a.m. and 2 p.m. for a meal.

Notwithstanding the preceding, teaching provided by an instructor assigned to the teaching restaurant may continue without interruption between 11 a.m. and 2 p.m. when operational activities of the teaching restaurant are involved. This shall not have the effect of restricting the application of clause 17-8.02.

- (B) A teacher who, under clause 17-5.03, provides more than three (3) consecutive periods of teaching the first (1st) period of which occurs after 11 a.m. shall be entitled to a one (1)-hour meal period for supper when a continuing education class is to be given in the evening.

17-8.04 Teachers must have a weekly rest period of two (2) consecutive days' duration, except in the case of Article 17-5.02 (c).

17-8.05 Internship supervision covers all guidance and supervisory activities involving students enrolled in an internship identified as such in a programme of study. Supervision is done indirectly, in that it does not require the continuous presence of the teacher in the workplace at the time the students are there.

Supervision of internships shall include the following, *inter alia*:

- (A) participation in developing or revising the internship guide;
- (B) facilitating the group meetings scheduled in the internship plan;
- (C) teaching of the theoretical concepts related to the internship;
- (D) observation of interns in the internship workplace and appropriate intervention;
- (E) contacts and meetings with the tutor in the internship workplace, insofar as possible;
- (F) interviews with interns, at the College or in the workplace;
- (G) evaluation of learning related to the internship;
- (H) participation in evaluating internship workplaces;
- (I) any other activity required to ensure quality guidance and supervision for interns;
- (J) supervision of the search for internships.

Internship supervision duties shall be assigned to teachers as part of the teaching duty assignment process

Internship activities may be discussed by the *Comité pédagogique* (Teaching Committee) with a view to harmonizing these among teaching programmes, taking into account the educational objectives of each internship.

No clerical work shall be assigned to a teacher supervising internships.

ARTICLE 18 – THE TEACHER'S INDIVIDUAL WORKLOAD (CI)

18-1.01 In order to foster their integration, new teachers at the College who have no teaching experience may not take on the preparation of more than two (2) courses in their first (1st) semester of teaching.

18-2.00 CALCULATION OF THE INDIVIDUAL WORKLOAD (CI)

18-2.01 Except where otherwise indicated, clauses 18-2 to 18-4 shall apply to full-time and regular teachers only.

18-2.02 INDIVIDUAL WORKLOAD (CI)

A full-time teacher's individual workload (CI) is expressed by the number of units obtained according to the following equation:

$CI = HC \ 1.2 + HP + PES \ 0.04 + CIP + \text{internships} + \text{union leave} + NES \ \underline{\hspace{1cm}} \times 0.01$
(if NES is equal to or greater than 175).

HC stands for the number of course periods per week assigned to the teacher in a given semester.

HP stands for the number of course periods requiring different preparations per week assigned to a teacher in a given semester.

The factor zero point nine (0.9) by which HP is multiplied in calculating an individual teaching load is replaced by a factor of one point one (1.1) if a teacher gives three (3) or more different courses; by one point two (1.2) if the teacher gives four (4) different courses or more, and by one point three (1.3) if a teacher gives six (6) different courses or more per week.

PES stands for the number of periods/student/ week assigned to a teacher in a given semester and is obtained by adding up the number of students enrolled on September 20 for the fall semester, and/or February 15 for the winter semester, and/or June 5 for the summer semester, for each course period assigned to the teacher.

NES: the total number of different students enrolled in each of the courses assigned to the teacher per week, except for courses whose weighting is less than three (3)

in which the NES = 0.

$NES \ \underline{\hspace{1cm}} \times 0.01$ (if NES \geq 175).

For the purpose of this clause, the word weighting means the total number of periods per week for teaching theory, laboratories or tutorials and internships.

18-2.03 PROJECT CI

The total teaching load per project (CIP) is expressed by the number of units obtained with the equation $CI = HC \ 1.2 + HP + PES \ 0.04$. For each project, the total teaching load is distributed in proportion to the teaching load assigned to each teacher participating in the project.

18-2.04 INTERNSHIPS

For internships of 200 periods or more, the CI unit is 1.0 per student.

For internships of 120 to 199 periods, the CI unit is .75 per student.

For internships of 45 to 105 periods, the CI unit is .5 per student.

For internships of 30 periods, the CI unit is .3 per student.

18-2.05 TIME OFF FOR UNION WORK OR OTHER

In terms of individual workload units (CI), the annual teaching load of full-time or regular teachers is as follows:

For each hour of course/week for 15 weeks: 2.00 CI units.

18-2.06 BILINGUAL COURSES

The College may create a bilingual technical course by consolidating two course group numbers in different languages. The number of students per course group must normally not exceed 17. If the number of students is above this up to a maximum of 20, the bonuses provided for in clause 18-5.04 shall apply.

For the purposes of calculating the individual workload (CI), the number of periods/student/ week (PES) shall be increased by fifty per cent (50 %) for the theoretical portion, i.e. the first weighting figure for the said course.

In the case of a physical education course for which the theoretical weighting portion is zero, the College shall assign an extra (3) periods to the contract.

The College shall determine the terms and conditions to be observed by the teacher in providing these additional course hours.

Ten working days after the start date of the enrolment statement for each semester, the College shall submit to the Union a list of all bilingual courses, indicating how many students are enrolled in each one.

18-3.00 ANNUAL TEACHING LOAD

18-3.01 A workload made up of course groups or their equivalent divided up between ninety-two (92) and ninety-nine (99) units distributed between the fall and winter semesters, unless the teacher asks it to be distributed over the fall, winter and summer sessions, if possible. CI units granted for internships may not be used to increase the CI to ninety-nine (99) units unless as a block representing the equivalent of one course group, i.e. a minimum equivalent to 6 CI units.

If the annual individual teaching load assigned to a teacher by the College is less than ninety-two (92) units, a pro rata figure shall be calculated on the basis of 92 CI units. The teacher shall be compensated in proportion to the professional workload taken on.

The annual workload for regular teachers shall be equivalent to that of full-time teachers, i.e. between 92 and 99 CIs, plus 90 hours of teaching annually.

When the College is able to supplement a teacher's workload but the latter wishes to reduce the number of teaching hours, the percentage of his/her salary shall then be calculated according to the CI level achieved during the assignment process.

Once the teacher has received the schedule for the courses assigned, he/she may not change it, without the agreement of his/her Programmes Administration. If a reduction in workload is agreed to, the calculation shall be made in proportion to the initial individual workload. The spread between the two will serve to determine the percentage of workload reduction as a function of that which had been assigned to him/her prior to the decrease.

18-3.02 Notwithstanding clause 18-3.01, during the winter semester or, exceptionally the fall semester, in cases agreed upon with the LRC:

A teacher who is short less than five per cent (5%) of the CI necessary to round out his/her annual workload shall do replacements in his/her discipline or disciplines up to the number of hours needed to attain a full annual teaching load.

If a teacher is unable to do enough replacement work, the College may assign a teacher to research and development tasks, it being understood that one (1) hour of teaching shall be equivalent to one point fifty-five (1.55) hours of research and development.

- 18-3.03 A teacher who, as of the fall semester, does not total forty-six (46) CI units may be obliged to do substitute teaching in his/her discipline or disciplines.

If, however, the individual workload (CI) of the teacher in the winter semester, added to that of the fall semester, corresponds to a full annual workload, the teacher shall be compensated, on or about February 1, at the rate for lecturers applicable for replacement hours worked during the fall semester.

- 18-3.04 A teacher who does replacement work once his workload has been confirmed by management shall be compensated for the extra hours at the lecturer's hourly rate applicable..

- 18-3.05 Clause 18-3.00 may not be invoked to circumvent the applicable provisions of this agreement when the number of courses available is not adequate to fill up the individual workload scheduled for full-time or regular teachers.

- 18-3.06 A teacher's annual workload may, when the work so requires, be distributed unequally between semesters.

However, unless agreed otherwise, such unequal distribution must not have the effect of imposing on a full-time teacher more than sixty (60) units of his/her CI during a single semester.

- 18-3.07 The maximum teaching load of a teacher for a semester shall be 360 periods. A week may not include more than twenty-four (24) times when a teacher is present for the purpose of teaching unless there is an agreement with the latter, the Union and the College.

- 18-3.08 When a teacher's annual teaching load is greater than ninety-nine (99) units, the teacher shall be paid more according to the hourly rate for that excess portion of the workload, based on the following calculation:

The number of course periods to be remunerated as an additional teaching load shall be calculated using the following equation:

$$\text{Number of course periods paid as part of the teaching load} = \text{CA} \times \frac{15}{3}$$

or

$$\begin{aligned} \text{Additional teaching load:} & \quad \text{CA} = \text{CI}t - 99 \\ \text{Total individual teaching load:} & \quad \text{CI}t = \text{CI}a + \text{CI}h + \text{CI}é \end{aligned}$$

When a teacher's annual individual workload is less than ninety-two (92) units, the teacher shall be paid in proportion to the workload assumed.

- 18-3.09 The final individual workload (CI) shall be confirmed for the teacher by his immediate supervisor, by sending him/her a copy two weeks after the statement of enrolment for each semester.

18-4.00 REPLACEMENT OF A TEACHER

- 18-4.01 A teacher whose load is less than what is set out in Clause 18-3 may not refuse the College's request to round out his/her workload by adding an extra course or substitute teaching assignment.

18-5.00 COURSE GROUP

18-5.01 The number of students in a course group must not exceed the number of operational workstations.

18-5.02 The number of students per course group must normally not exceed:

- Theory course: thirty-five (35) students;
- Beginner- or intermediate-level foreign language course and upgrading courses in one of the languages of instruction: twenty-five (25) students;
- Technical courses; "Cooking"; "Beverage Service, Wine Appreciation and Stewardship"; "Restaurant Techniques": twenty-four (24) students;
- "Physical Education or Physical Activity" courses: twenty-four (24) students.
- Workshop classes in the fashion design programmes: twenty-two (22) (College I), twenty (20) (College II) and eighteen (18) (College III) students;
- Courses combining periods of theoretical and workshop instruction and/or internship supervision: number of students to be determined on a case-by-case basis, in accordance with the above standards.

The College shall publish at the start of the contract year the list of technical and academic courses along with the corresponding ratios. This list shall be prepared by the Teaching Committee. All revisions must be submitted to the LRC.

18-5.03 The College shall pay full-time and regular teachers who are assigned a number of students twenty per cent (20%) higher than the standards set out in Clause 18-5.02, an indemnity of one hundred and fifty dollars (\$150) per student per course group and semester.

18-5.04 The College shall pay lecturers who are assigned a number of students higher than the standards set out in Clause 18-5.02:

1st and 2nd student: an indemnity of fifty dollars (50.00 \$) per student, course group and semester.

3rd and 4th students: an indemnity of 100 dollars (100.00 \$) per student, course group and semester.

5th and subsequent students: an indemnity of one hundred and fifty (150.00 \$) per student, course group and semester.

18-5.05 In order to ascertain the total amount of bonuses referred to in Articles 18-5.03 and 18-5.04, the number of extra students shall be determined two (2) weeks after the official statements of enrolment for each semester.

18-5.06 Within sixty (60) days following the signing of the collective agreement, the list of courses for each programme and discipline shall be published so as to identify those which are technical and those which are academic. The Union shall be consulted prior to its implementation; it shall also be consulted before any changes are made to the list.

18-5.07 By no later than the twenty-first (21st) calendar day after the start of a course, the number of students under a teacher's responsibility must comply with Clause 18-5.02 for each course group and for each semester.

18-6.00 TEAM LEADER

- 18-6.01 For each contract year, the College shall determine the number of team leaders according to its needs in order to ensure the smooth academic functioning of programmes, in accordance with the PIEA and the College's success plan. Each team leader shall be released from duty for a minimum of three (3) hours per week, and an adjustment factor shall be added in order to calculate the total number of hours he/she is released from these teaching duties.
- 18-6.02 The adjustment factor mentioned in the previous paragraph shall be used to ensure the equitable distribution of work among team leaders. This factor shall be determined by adding the number of teachers in a particular discipline or programme, the number of different courses and the number of course groups in a semester, it being understood that a course that is offered in both English and French is equivalent to two (2) courses.

This factor shall be calculated for the fall semester using data from the previous fall semester. As for the winter semester, the data used shall be that for the previous winter semester.

The results shall then be multiplied by zero point twelve (0.12). The result thus obtained shall be rounded off to the closest multiple of five (5) and shall represent the number of additional periods of release from teaching duties for a semester.

If the team leader is a full-time or regular teacher and should he or she work more hours than the anticipated number, the surplus may, after agreement with his/her supervisor, be credited as R&D hours for the current year.

If the team leader is a lecturer, the College shall draw up a contract for the number of hours indicated in the calculation in paragraphs 1 and 2 of this article. These hours shall be reimbursed at the hourly R&D rate. After agreement with the College, if the number of team leader hours is exceeded, these shall be remunerated at the same rate.

These hours shall also be taken into account in calculating the lecturer's seniority, and they shall be converted into teaching hours.

- 18-6.03 Hours worked by a full-time or regular teacher as a team leader shall be recognized as paid hours under the contract. The conversion factor for paid hours shall be one point fifty-five (1.55).

Except when otherwise agreed by the parties, lecturers may not work more than thirty per cent (30%) of the total number of hours determined for time off from teaching duties by team leaders.

- 18-6.04 Each year, on January 15, the College shall announce the terms applicable to team leaders for the next contract year, and shall identify the discipline or disciplines which will be under the responsibility of each team leader.

18-6.05 Designation of the team leader

The teachers in each programme or discipline must designate from within their ranks a team leader for the following teaching year during the professional development day of the winter semester each year.

Whenever a team leader is to be designated, management shall call for and receive nominations for the position.

The time limits shall be suspended if no nominations are received.

At least seven (7) working days before the election, management may reject one or more team leader nominations. Such a rejection shall disqualify the nomination.

The current term leader shall inform management of the name of the person elected team leader.

Management may dismiss a team leader before the end of his/her mandate.

If a team leader position becomes vacant, management shall normally see to the appointment of a new team leader after agreement with the teacher concerned, within a period of fifteen (15) working days.

If the teachers fail to designate a team leader within the time limit, management shall appoint the person of its choice after agreement with the teacher concerned.

Teachers who teach in one or more programmes or disciplines may vote only in one programme.

Between the date of the election and the end of the contract year, the former and new team leaders and the other teachers shall co-operate on the distribution of duties.

If the person elected or appointed team leader in one or more programmes or disciplines needs to be absent for a period of more than twenty (20) working days, management shall replace him/her with the candidate of its choice, after agreement with the teacher concerned.

18-6.06 Duties of a team leader

The team leader:

- (A) participates in the coordination of the educational activities of the programme or discipline under his/her responsibility.
- (B) receives from the teachers in his/her team their preferences with regard to course selections, and prepares a proposed distribution of teaching duties (CI).
- (C) may make recommendations regarding the planning of research and development hours for the programme or discipline under his/her responsibility.
- (D) provides technical and educational assistance to all teachers under his/her responsibility, in particular by assisting with the professional integration of new teachers.
- (E) helps verify the compliance of framework and course plans with the standards set by the College;
- (F) oversees the application of teaching techniques and assessment methods provided for in the course plan for the programme or discipline under his/her her responsibility.
- (G) receives all of the final exams and helps ensure their compliance with the course plan and the PIEA.
- (H) helps with the revision of marks as requested by students.
- (I) organizes and facilitates professional development days, with the approval of management.
- (J) takes part, at management's invitation, in one or more sessions of the Teaching Committee.
- (K) co-ordinates meetings and programme/discipline team projects.
- (L) prepares the minutes of the weekly meetings of programme teams.
- (M) attends team leader coordinating meetings.

ARTICLE 19 – COURSE ASSIGNMENT PROCEDURE

19-1.00 GENERAL PROVISIONS

19-1.01

- (A) Available courses shall be assigned among teachers by adhering to the criteria in the following order: field of qualification (2-1.04), status, seniority and ability in the language of instruction.

Full-time or regular teachers may complete their workload by according preference:

- (i) initially, to their original programme;
- (ii) to the courses of the other programmes included in the disciplines of their programmes and for which they are recognized as qualified;
- (iii) the courses from disciplines attached to other programmes for which they are recognized as qualified, after full-time or regular teachers of these programmes have completed their workload.

19-1.02 Lecturers in respect of whom the College recognizes an extension of their field of qualification (Clause 2-1.04) in another programme or discipline may express a preference for a course in this other programme or discipline. Seniority shall apply.

19-2.00 COURSE ASSIGNMENT PROCEDURE

19-2.01 The College shall publish no later than May 30 for the fall semester, November 30 for the winter semester and April 7 for the summer semester the list of courses of which at least sixty-five per cent (65%) are confirmed and the list of potential unconfirmed courses. When a new programme is involved, the list shall be published as of the second (2nd) teaching year of the said programme.

19-2.02 Full-time and regular teachers

- (A) No later than seven (7) calendar days after publication of the confirmed course list, full-time or regular teachers shall indicate to the College their choice of courses within their disciplines, expressing their preferences but giving priority to their original programmes, as stipulated in Article 19.1-01.
- (B) No later than seven (7) days after expiry of the time period provided for in Clause 19-2.02 (A), the team leader or, alternatively the College, shall prepare a proposed course assignment scheme which takes account of the preferences expressed by full-time and regular teachers. After consultation with the team leader, the College may, at that time, assign courses from the original programme on a priority basis to a particular teacher in line with the specific requirements of the programme. It is understood that the teacher's rights shall be respected.
- (C) At a group meeting, the College shall present a draft course assignment schedule for full-time and regular teachers. Course assignments shall be finalized at this meeting. Any choices that are expressed and confirmed cannot be changed later. On an exceptional basis and for educational reasons, the College may assign a particular course to a teacher who does not meet the criteria outlined in Article 19-1.01.

A teacher may, however, choose to confirm only a portion of his/her workload but must confirm at least forty (40) CI units.

Failing agreement with the teacher at this meeting, the College shall make the assignment.

- (D) When courses become available, the College may, at any time, suggest to full-time or regular teachers changes in their course assignments. Changes shall become official after agreement between the teacher and the College. The courses thus freed up shall be reassigned in accordance with Clause 19-2.06.

19-2.03 Lecturers

- (A) After courses have been assigned to full-time and regular teachers, the College shall meet individually with lecturers in order to assign the remaining courses, following the same procedure followed for full-time and regular teachers. All choices expressed and confirmed may not be changed thereafter.

- (B) Lecturers may not be assigned more than twenty-four (24) teaching periods per week.

19-2.04 All unconfirmed potential courses that are confirmed before the end of the semester shall be assigned by seniority and in accordance with the choices already expressed first to full-time and regular teachers who have not yet completed their workloads, and then to lecturers.

19-2.05 When a course group is doubled, the College shall assign the new course group to a teacher, unless the schedule precludes this, before obliging him/her to accept additional preparation.

19-2.06 The College shall publish a list of confirmed courses no later than one (1) week before the start of the semester. Full-time or regular teachers shall then be interviewed individually in order of seniority in order to choose the courses required to complete their individual workload. The College shall subsequently assign the remaining courses to lecturers.

19-2.07 TUTORING FOR COACHING CENTRES

Full-time or regular teachers tutoring at the CAF or CAA shall be compensated in CI units. The conversion factor for tutoring hours in CI units shall be one point seventy-five (1.75).

ARTICLE 20 – CLASSIFICATION AND PAY

20-1.00 CALCULATION OF YEARS OF FORMAL EDUCATION

- 20-1.01 The number of years of a teacher's formal education shall be evaluated in accordance with the provisions of the new text of the Education Ministry's evaluation handbook (*Manuel d'évaluation de la scolarité*).
- 20-1.02 A new teacher's classification shall be determined by his/her years of education and experience, on or before October 15.
- 20-1.03 Any newly hired teacher must submit all of the documents pertaining to his/her years of education (degrees, transcripts, report cards, certificates, licences, etc.), teaching experience and actual occupational or industrial experience. The College shall make copies of the relevant documents.
- 20-1.04 The College shall determine the interim classification of teachers mentioned in clause 20-1.01 by taking the necessary steps to determine the category (years of education). If the case presented by the teacher is not covered by the handbook, the College shall proceed by analogy.
- 20-1.05 If a teacher disagrees with the College's evaluation, the College shall begin by paying him or her in accordance with the evaluation. At the teacher's request, the College shall send a copy of the teacher's complete file to the Labour Relations Committee (LRC). The files shall be forwarded as soon as possible, but no later than fifteen (15) days after the written request from the teacher.
- 20-1.06 If there has already been an official certification of a teacher's years of education, this certification shall determine the classification.
- 20-1.07 Years of education shall be evaluated as full years only, and a fraction of a year shall not be considered when determining the years of education.

A teacher's category (years of education) shall be determined as follows:

- (A) A teacher who has less than sixteen (16) years of education is classified in the under sixteen (16) years category until the 2002 contract year;
- (B) A teacher who has sixteen (16) years of education shall be classified in the sixteen (16) years category;
- (C) A teacher who has seventeen (17) years of education shall be classified in the seventeen (17) years category;
- (D) A teacher who has eighteen (18) years of education shall be classified in the eighteen (18) years category;
- (E) A teacher who has nineteen (19) years or more of education shall be classified in the nineteen (19) years category.

This clause shall be used for final classification. The final classification shall be based on a teacher's years of education related to the discipline or disciplines recognized by the official certificate. This final classification must be in years, not fractions of a year.

20-1.08 RECLASSIFICATION

A teacher who acquires additional years of education shall be reclassified on either September 1 or February 1, depending on whether he/she completes his/her studies before either of these dates.

- 20-1.09 A teacher who wishes to be reclassified for the fall semester must provide the College with the documents stipulated in clause 20-1.03 no later than October 31 of that year and semester or, failing that, one (1) copy of the teacher's request for these documents to the institution that is to issue them.

A teacher who wishes to be reclassified for the winter semester must provide the College with the documents stipulated in clause 20-1.03 no later than March 31 of the year and semester, or, failing that, a copy of the teacher's request for these documents to the institution that is to issue them.

- 20-1.10 Following a reevaluation of such a teacher's years of education in accordance with these provisions, the College shall reclassify the teacher, as appropriate. Only courses related to the discipline or disciplines of the teacher's programme or in adult education, psychology or education shall be recognized for pay purposes.

Until the above-mentioned reclassification is done, the College shall reclassify the teacher on an interim basis, as appropriate, in accordance with these provisions.

- 20-1.11 If need be, the readjustment of remuneration resulting from reclassification shall take effect retroactively:

(A) at the start of classes in the fall semester of the current academic year:

- (i) if, at the start of the said semester, the teacher had completed the necessary studies for a re-evaluation of his/her years of education;
- (ii) if he/she provided the requisite documents before October 31 of the current academic year;

(B) at the start of classes in the winter semester of the current academic year:

- (i) if, at the start of the said semester, the teacher had completed the necessary studies for a re-evaluation of his/her years of education;
- (ii) if he/she provided the required documents after October 31 of the current academic year but before March 10 of the current academic year.

20-2.00 CALCULATION OF EXPERIENCE

- 20-2.01 For the purpose of applying this collective agreement, the following shall constitute one year of experience:

- (A) Any year of teaching as a full-time or regular teacher or lecturer in an institution of secondary and postsecondary education recognized by the Québec Ministry of Education or, if the institution is outside Québec, in an educational institution recognized by the governmental authority concerned.

For lecturers, "year of teaching" means at least five hundred and forty (540) hours if the teaching was at the secondary level and three hundred and sixty (360) hours if at the postsecondary level.

If the teacher has taught fewer hours, these hours shall be taken into account on a pro rata basis.

Notwithstanding the preceding, teaching years at the primary level shall be calculated on a pro rata basis only for teachers in the Ministry of Education's Childhood and Specialized Education Programmes.

In no case may a teacher (pursuant to the foregoing) accumulate more than one year of experience during a given contract year.

- (B) Teaching time as a lecturer or replacement teacher may be accumulated to constitute a year of experience. In this case, the number required to accumulate one year of experience shall be the equivalent of three hundred and sixty (360) hours.

In no case may a lecturer or replacement teacher, pursuant to the foregoing, accumulate more than one year of experience during a given academic year.

20-2.02 For the purposes of applying this collective agreement, the following will be considered to constitute one year of experience:

- (A) Each of seven (7) years of occupational or industrial experience in a field other than teaching that is relevant and directly related to his/her discipline or disciplines, after which each two additional years shall be considered to be the equivalent of one year of experience within the meaning of this collective agreement.
- (B) Only a whole number shall be accepted as a total in calculating years of experience. Thus, an additional fraction of a year shall not be taken into account.
- (C) A maximum of one year of experience may be accumulated during a twelve (12)-month period, even if during such a period a teacher has accumulated both occupational or industrial experience and hours of teaching that would give him/her a cumulative total of more than one year of experience within the meaning of this collective agreement.
- (D) The calculation of each year of relevant full-time occupational or industrial experience may therefore only be accumulated as follows:

Only full months shall be considered for the purpose of calculating experience:

- (i) if continuous full-time work is involved:
 - ten (10) to twelve (12) months = one (1) year;
 - forty-three (43) to fifty-two (52) weeks
= one (1) year.
- (ii) if discontinuous full-time work is involved:
 - twelve (12) months = one (1) year;
 - fifty-two (52) weeks = one (1) year.

The length of full-time relevant occupational or industrial experience in a field other than teaching shall be calculated by subtracting the dates on which the employment begins and ends (year-month-date).

If the experience is quoted in weeks, days or hours, the following rules shall apply:

- thirty-nine (39) weeks = nine (9) months;
- twenty-six (26) weeks = six (6) months;
- thirteen (13) weeks = three (3) months;
- four (4) weeks = one (1) month;
- twenty-one (21) working days = one (1) month;
- eight (8) hours = one (1) day

Days remaining after the above has been applied shall be counted as follows:

- from five (5) to eleven (11) days = one quarter (1/4) month;
- from twelve (12) to eighteen (18) days = one-half (1/2) month;
- from nineteen (19) to twenty-four (24) days = three-quarters (3/4) month;
- from twenty-five (25) to thirty-one (31) days = one (1) month.

No experience of less than one (1) month may be considered under these rules.

20-3.00 SALARIES

20-3.01 A full-time or regular teacher's salary shall be payable in twenty-six (26) equal instalments, every second (2nd) Thursday, by direct bank deposit.

20-3.02 When the salary payment falls on a statutory holiday, the College shall make the payment on the previous working day.

20-3.03 A pay cheque shall contain at least the following information:

- first and last name;
- date and pay period;
- gross regular salary;
- additional remuneration;
- replacement;
- bonus, if applicable;
- details of deductions;
- net pay;
- employee number;
- cumulative earnings and deductions;
- accumulated sick leave.

20-3.04 The amount of union dues checked off and medical expense premiums must appear on the T-4 and *Relevé I* forms.

20-3.05 Absences from teaching or equivalent activities that are not provided for in this collective agreement or formally authorized by the College or that do not occur as a result of force majeure shall be subject to a reduction in earnings calculated on the basis of gross earnings for one (1) working day over two hundred and sixty (1/260) (per day of absence or its equivalent in proportion to absences). This paragraph leaves open any other recourse that the College may take under this collective agreement

20-4.01 SCOPE

This new salary structure shall apply to any teacher covered by the collective agreement who is employed by the College at any time, as of the start of the 2009 contract year.

20-4.02 TRAILER CLAUSE

For the 2010 to 2014 contract years, the salary scales will be adjusted in the same proportions as those applicable to teachers in the college public sector for the previous contract year.

If the government and the unions in the college public sector agree to modify the salary structure applicable to teachers in the college public sector for a reason other than the one stipulated in the first paragraph (i.e., for reasons such as salary relativity, equity, scaling, etc.), the parties shall agree to negotiate the mechanisms for applying such changes to the College, and this will not constitute a re-opening of the collective agreement within the meaning of the Labour Code.

20-4.03 FULL-TIME AND REGULAR TEACHERS

(A) Annual salary scale for full-time and regular teachers as of the 2009-2010 contract year.

Step	Rate with effect from 2009-2010 contract year 10/08/09	Rate with effect from 31/12/09	Rate with effect from 2010-2011 contract year 09/08/10
1	35 743	35 757	36 472
2	37 069	37 084	37 826
3	38 411	38 474	39 179
4	39 844	39 954	40 753
5	41 346	41 667	42 500
6	42 906	43 458	44 327
7	44 552	45 321	46 227
8	46 287	47 268	48 213
9	48 091	49 290	50 276
10	49 965	51 407	52 435
11	51 914	53 610	54 682
12	53 941	55 911	57 029
13	56 047	58 309	59 475
14	59 163	60 805	62 021
15	61 327	63 417	64 685
16	63 361	66 137	67 460
17	65 348	68 973	70 352
18	67 363	70 094	71 496

(i) Starting on August 10, 2009, all full-time or regular teachers shall be incorporated into the single scale. Teachers shall be assigned to a step in accordance with their experience and receive increases as follows:

- 2 steps in the case of persons determined to have 17 years of formal education
- 4 steps in the case of persons determined to have 18 years of formal education
- 6 steps in the case of persons determined to have 19 years of formal education

(ii) Notwithstanding paragraph 1, Step 18 shall be accessible only to those full-time or regular teachers with a Master's degree earned in the discipline being taught or in a related discipline which is useful for teaching the discipline under the contract.

20-5.01 LECTURERS

Hourly rates for lecturers shall include statutory holidays as well as annual vacation (6%).

Despite the loss in their seniority, retirees who return to work shall be paid at the highest hourly rates for the scale in force, according to their number of years of formal education.

Scale of hourly rates for lecturers beginning with the 2009-2010 contract year

Seniority	Education 16 years and less	Education 17 years	Education 18 years	Education 19 years and more
0 to .99 year	42.58 \$	48.38 \$	48.38 \$	58.49 \$
1 to 1.99 years	49.49 \$	56.92 \$	56.92 \$	67.96 \$
2 years and more	57.48 \$	66.14 \$	66.14 \$	78.96 \$

Scale of hourly rates for lecturers beginning on 31-12-2009:

Seniority	Education 16 years and less	Education 17 years	Education 18 years	Education 19 years and more
0 to .99 year	43.03 \$	49.25 \$	49.25 \$	59.84 \$
1 to 1.99 years	50.03 \$	57.94 \$	57.94 \$	69.53 \$
2 years and more	58.11 \$	67.33 \$	67.33 \$	80.77 \$

Scale of hourly rates for lecturers beginning on 11-01-2010:

Seniority	Education 16 years and less	Education 17 years	Education 18 years	Education 19 years and more
0 to .99 year	43.47 \$	49.97 \$	49.97 \$	61.09 \$
1 to 1.99 years	50.55 \$	58.79 \$	58.79 \$	70.98 \$
2 years and more	58.71 \$	68.32 \$	68.32 \$	82.46 \$

Scale of hourly rates for lecturers beginning with the 2010-2011 teaching year:

Seniority	Education 16 years and less	Education 17 years	Education 18 years	Education 19 years and more
0 to 1.99 year	51.53 \$	59.97 \$	59.97 \$	72.38 \$
2 years and more	59.88 \$	69.69 \$	69.69 \$	84.11 \$

As of the third year of application of the collective agreement (beginning with the 2011-2012 contract year), the salary scale shall be the same for all lecturers.

For the 2011 to 2014 contract years, the hourly rate scales shall be adjusted in the same proportion as those applicable to teachers in the college public sector during the previous contract year, pursuant to Clause 20-4.02.

ARTICLE 21 - TERMS AND CONDITIONS OF THE IMPLEMENTATION OF RETIREMENT PROGRAMMES

21-1.00 RETIREMENT PLAN

The Union and the College shall continue to participate in the *Régime de retraite des employés du gouvernement et des organismes publics* (RREGOP) [Government and Public Employees Retirement Plan].

21-2.00 PROGRESSIVE RETIREMENT PROGRAMME

21-2.01 The Progressive Retirement Programme allows full-time or regular teachers participating in the retirement scheme currently in force (RREGOP) to reduce their availability pursuant to Article 14-6.05 for a period of one (1) to five (5) years in a proportion which may not be less than forty per cent (40 %) or greater than eighty per cent (80 %) of the availability provided by full-time or regular teachers.

Teachers whose contracts automatically terminate at the end of a hiring contract pursuant to Clause 11-2.00 may not avail themselves of this programme.

21-2.02 Teachers may avail themselves of the programme only once, even if the programme is cancelled before the expiry date of the period provided for in Article 21-2.04.

21-2.03 Teachers wishing to avail themselves of the programme must submit a request in writing to the College at least sixty (60) days before the date of the start of the progressive retirement, which shall coincide with that of the start of a semester.

The granting of a progressive retirement shall be subject to prior agreement with the College.

21-2.04 Period covered and beginning of retirement

The programme shall apply to teachers for a minimum period of twelve (12) months and a maximum period of sixty (60) months.

The teacher shall take his/her retirement at the end of this period.

If, for reasons beyond his/her control such as a strike, lockout, or correction for previous service the teacher is not eligible for retirement at the end of the programme, the latter shall be extended until the date of eligibility for retirement.

21-2.05 Availability and teaching load

The percentage of availability shall be agreed upon between the teacher and the College pursuant to Article 21-2.01, and it may vary according to the programme. Furthermore, the teacher and the College may amend it during the programme, provided that it is not less than forty per cent (40%) or greater than eighty per cent (80%) of the availability provided by a full-time or regular teacher.

The teaching load which must be assumed by this teacher shall be that of a full-time or regular instructor, and shall be determined using the CI formula. In this case, the L of the CI shall be equal to the fraction of availability from which the teacher is released.

21-2.06 Entitlements and benefits

Throughout the duration of the programme, teachers shall be paid based on the percentage of availability provided for in Article 21-2.05 relative to the salary of a full-time or regular teacher.

The teacher shall continue to accumulate seniority and experience as if he/she were not taking part in the programme.

Pursuant to Article 16-4.00, a teacher who has accumulated a bank account of sick leave days may, within the context of the programme, use the equivalent of the number of sick leave days to his/her credit to release him/her either totally or partially from the annual teaching load and the availability provided for in Article 21-2.05.

For the purposes of eligibility for retirement, the teacher shall be credited with the service to which he/she would have been entitled had he/she not availed himself/herself of the programme. The same applies for the purposes of calculating the retirement pension.

During the programme, the teacher shall pay contributions into the retirement scheme based on his/her changing eligible salary as if the teacher had not availed himself/herself of the programme.

During the programme, the teacher shall maintain his/her participation in the basic health insurance scheme. Additionally, in order to continue to be eligible for the benefits flowing from the other insurance schemes, the teacher must assume the cost thereof insofar as the framework contracts permit it.

Should a teacher become disabled during the programme, he/she shall be exempt from paying contributions into the retirement plan.

During the period of disability, a teacher shall receive salary insurance benefits calculated on the basis of the salary determined in the first paragraph of this clause, without exceeding the effective date of retirement.

21-2.07 Termination of the agreement

In the event of a teacher's retirement, resignation, dismissal or death, the programme shall terminate as of the date of the event.

In such cases, the years of service credited for retirement scheme purposes during the programme shall be maintained. As required, unpaid contributions to the retirement scheme, accumulated with interest, shall remain in the teacher's file. The same goes when the teacher and the College decide jointly to terminate the programme, or when the teacher ceases participation in the programme more than one (1) year after the date set for the start of the programme. In this latter case, the date of cessation of participation in the programme shall coincide with that of the end of a semester.

21-2.08 Subject to the provisions of this agreement, a teacher who avails himself/herself of the Progressive Retirement Programme shall be governed by the provisions of the collective agreement which apply to teachers on a pro rata basis.

21-3.00 GRADUAL RETIREMENT PROGRAMME

21-3.01 The CARRA gradual retirement programme allows full-time or regular teachers participating in the retirement scheme currently in effect (RREGOP) to reduce their availability pursuant to Article 14-6.05, and may commence either at the start of the sixty-fifth (65th) birthday or the date of the return to work, whichever comes latest,

A teacher whose contract terminates automatically at the end of a hiring contract under Article 11-2.00 may not avail himself/herself of the programme.

21-3.02 Teachers wishing to avail themselves of the programme must submit a request in writing to the College at least sixty (60) days before the start of the progressive retirement, which must coincide with that of the start of a semester.

The granting of gradual retirement shall be subject to prior agreement with the College.

21-3.03 Period covered and commencement of retirement

The programme shall apply beginning with the teacher's sixty-fifth (65th) birthday and terminate on December 31 of the year in which he or she reaches the age of sixty-nine (69).

The teacher shall take his/her retirement at the end of this period.

21-3.04 Availability and teaching load

The percentage of availability shall be agreed upon between the teacher and the College pursuant to Article 21-2.05, and it may vary depending upon the programme. Further, the teacher and the College may amend it during the programme.

The teaching load which this teacher must accept shall be that of a full-time or regular teacher, and shall be determined on the basis of the CI formula. In this case, the L of the CI shall be equal to the fraction of availability from which the teacher is released.

21-3.05 Entitlements and benefits

During the programme, the teacher shall be paid according to the percentage provided for in Article 14-8.01 relative to a full-time or regular teacher's salary. However, the annual total of pension and salary may not exceed the reference salary, i.e. the basic annual salary in force on the day preceding the entry into force of the agreement.

The teacher may continue to accumulate seniority and experience as if he/she were not taking part in the programme.

Pursuant to Article 16-4.00, a teacher who has accumulated a bank account of sick leave credits may, under the programme, use the equivalent of the sick leave days to his/her credit in order to release him/her either totally or partially from the annual teaching load and availability provided for in Article 21-2.05.

During the programme, the teacher shall no longer pay contributions into the retirement scheme.

During the programme, the teacher shall maintain his/her participation in the basic health insurance scheme. Additionally, in order to continue to be eligible for the benefits flowing from the other insurance schemes, the teacher must assume the cost thereof, provided the framework contracts permit it.

During a period of disability, a teacher shall receive salary insurance benefits calculated based on the salary as determined in the first (1st) paragraph of this clause, without exceeding the effective date of retirement.

21-3.06 Termination of the agreement

Should the teacher resign, be dismissed or die, the programme shall terminate as of the date of the event.

21-3.07 Subject to the provisions of this agreement, a teacher who avails himself/herself of the gradual retirement programme shall be governed by the provisions of the collective agreement which apply to the teacher on a pro rata basis.

ARTICLE 22 - TERM OF THE COLLECTIVE AGREEMENT

22-1.01 The collective agreement shall come into force at the time it is signed and expire on September 1, 2015.

The parties may, however, agree to modify part or all of the collective agreement. Such modifications shall come into force at the time of its signing by the parties.

The collective agreement shall continue to apply until one of the parties exercises its right to strike or lock out the other, in accordance with the provisions of the Labour Code.

22-1.02 The annexes and letters of agreement constitute an integral part of the collective agreement.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED IN MONTRÉAL THIS FIRST DAY OF OCTOBER 2010.

FOR THE EMPLOYER

FOR THE UNION

Jacques Marchand

Richard Ouellette

Mélina Roy

Luc Vuillermet

David Inniss

Jean Claude La Bonté

Charles Sauzeau

Guy Beaulieu, Union Adviser

ANNEX 1

ANNEX RESPECTING THE HIRING CONTRACT

LaSalle College: « #Contract» Date of printing
Retains the services of: Mr./Mrs."X"
Address: Street: City: Postal code
Telephone number: Social Insurance Number ID number:
As:
"Status" Semester: HAX

Teaching load:

(a) The College retains the teacher's services for the following course(s)

# Group	Course title	Course No.	No.of per.	Start date	End date
# Group	Course title	Course No.	No.of per.	Start date	End date
# Group	Course title	Course No.	No.of per.	Start date	End date
# Group	Course title	Course No.	No.of per.	Start date	End date

(b) Total number of periods per semester: «XXX»

Salary:

(a) Salary category:

- (1) Education: «XX» years
- (2) Experience : «XX»

(b) Starting salary (year) «XXXXX» \$

This contract is concluded in accordance with the principles of Lasalle College's mission and its corporate values. It also complies with the provisions of the collective agreement governing the College and the Union representing the teachers in the College's employ.

Term of contract:

This contract covers the period of the HAO semester.

Special clause:

The substitute teacher is replacing _____
(Name of teacher(s) being replaced)

Signed in Montréal on _____

For the College
Director of Academic Studies

Teacher

ANNEX II

ANNEX RESPECTING EMPLOYMENT INSURANCE

Under Section 10(2) of the Employment Insurance Regulation, the parties agree that:

1. Solely for the purposes of employment insurance, a full-time or regular teacher shall be deemed to work 37 hours per week for a year.
2. Solely for the purposes of employment insurance, a part-time teacher is deemed to work the number of hours per week obtained by applying paragraph 1 in proportion to his or her full-time equivalent.

For a given teacher, however, if the result of applying the previous paragraph is less than the result of applying paragraph 3, paragraph 3 shall then apply to the teacher.

3. Solely for the purposes of employment insurance, a teacher paid an hourly rate shall be deemed to perform 3.6 hours of work for each paid course hour.
4. The College shall issue the record of employment in accordance with this agreement.
5. The parties will take all necessary steps with the appropriate authorities to have this agreement recognized under Section 10(2) of the Employment Insurance Regulations.