

COLLECTIVE AGREEMENT

between

MARIANOPOLIS COLLEGE

and

**MARIANOPOLIS COLLEGE STAFF UNION
(CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5448)**

2021-2025

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ARTICLE 1

PREAMBLE, OBJECTIVES AND GOVERNING PRINCIPLES

1.1 Preamble

The parties acknowledge the importance of coming to an agreement about staff working conditions in order to foster a positive and mutually respectful environment focused on supporting students, who are at the centre of the Marianopolis learning community.

1.2 Objectives

To these ends, this collective agreement pursues the following objectives:

- To establish well-regulated relations between the College, the Union and the employees covered by this document
- To establish working conditions which assure, to the greatest extent possible, the security and well-being of the employees covered by this document
- To establish procedures for the settling of problems which could arise between the College, the Union and the employees covered by this document.

1.3 Governing principles

- The College recognizes the Union as the sole official representative of current and future support staff and professionals covered under the certification unit in compliance with the Certificate of Accreditation issued to the Union on March 6, 2020 by the Commission des relations du travail and any subsequent modification, for the negotiation, application, and interpretation of the collective agreement.
- The Union recognizes the College's right to manage and administer the institution. It is understood that the College must, in exercising these rights, respect the provisions of the present collective agreement.

ARTICLE 2

ACRONYMS AND DEFINITIONS

2.1 Acronyms

CNESST : Commission des normes, de l'équité, de la santé et de la sécurité du travail

CRT: Comité des relations de travail

CUPE: Canadian Union of Public Employees

EIP: Employment Insurance Plan

QPIP: Québec Parental Insurance Plan

QPP: Québec Pension Plan

RREGOP: Régime de retraite des employés du gouvernement et des organismes publics

2.2 Definitions

Collective agreement: this collective agreement.

Child: an offspring, whether biological or not, of the employee or the employee's spouse.

Class of employment: a unit within the classification plan that groups activities and responsibilities that have common characteristics related to their nature, their complexity and their required qualifications.

Classification plan: a system for grouping jobs within categories that reflect the types of required skills, effort and responsibilities. The College applies the categories and salary scales determined by the Comité patronal de négociation des collèges.

College: Marianopolis College.

Comité des relations de travail (CRT): labour relations committee; a standing committee composed of representatives of both parties that discusses all questions relating to the application and interpretation of the collective agreement and any questions relating to working conditions.

Deferred leave of absence: a leave whereby a regular, full-time employee who has not been laid off is remunerated while on leave because a portion of their salary has been deferred (retained by the College) during a period of work leading up to the leave.

Demotion: movement of an employee from one class of employment to another class of employment in which the maximum of the salary scale or the single salary rate is lower than that of the class of employment he is leaving.

Disability: any incapacity resulting from an illness, accident or medical procedure that renders the employee totally incapable of performing the usual duties of his position or of any similar position at the College with a comparable remuneration.

Employee: any person covered by the document of certification.

Experience: period of employment worked:

- Outside the College and relevant to the job, for the purpose of initial classification
- At the College, for the purpose of advancement in step.

Full-time employee: an employee who works thirty-five (35) or forty (40) hours a week depending on their class of employment.

Function: the duties that are principally and customarily performed by an employee in his position.

Government: government of Quebec.

Grievance: any disagreement expressed in writing regarding the application or the interpretation of the agreement.

Job description: a written description of a position that minimally includes:

- Classification
- Service(s) to which the position is attached
- Responsibilities
- Required qualifications and professional attributes.

Labour Standards: the Act Respecting Labour Standards.

Manager or Supervisor: a person employed by the College as a member of management to whom the employee reports.

Medical certificate: a document completed by a registered physician containing the following information:

- Substantive medical justification for the absence
- Duration of the absence.

Occasional Employee: an employee hired to:

- Handle a temporary increase in workload or an unforeseen event
- Carry out a special project
- Temporarily replace another employee, fully or partially, during the latter's absence from work.

Operating year: the year beginning July 1 and ending June 30.

Overtime: any work that an employee is required to perform outside his regular working hours, workday or workweek.

Parties: the College and the Union exclusively.

Part-time employee: an employee who normally works less than thirty-five (35) hours a week or less than forty (40) hours a week, depending on his class of employment. On an exceptional basis, an employee may work thirty-five (35) or forty (40) hours a week and maintain his status as a part-time employee.

Posting: an announcement by email and online of an employment opportunity.

Priority list: a list of former regular or occasional employees who maintain hiring priority as defined in the collective agreement.

Professional development: any activity that allows the employee to acquire appropriate techniques and skills in order to perform his duties better or to facilitate access to other jobs at the College.

Professional staff: an employee for whom the characteristics of the position correspond to Professional staff in the classification plan.

Probation period: a period of time during which a manager assesses the ability of a newly hired employee to perform the tasks and duties of the position.

Promotion: Movement of an employee from one class of employment to another class of employment in which the maximum of the salary scale or the single salary rate is higher than that of the class of employment he is leaving.

Psychological or sexual harassment: as defined by the Labour Standards, any vexatious behavior, including of a sexual nature, in the form of hostile or unwanted conduct, verbal comments, actions or gestures, including through technological means, which affects a person's dignity or psychological or physical integrity and which results in a harmful environment.

Regular employee: a full-time or part-time employee who has completed his probation period.

Retirement - gradual retirement plan: a pre-retirement plan that applies to employees who are aged sixty-five (65) and over.

Retirement - progressive retirement plan: a pre-retirement plan that applies to employees who are aged between fifty-five (55) and seventy (70) and for whom the plan cannot exceed age seventy (70).

Retraite Québec: administers the Quebec Pension Plan, promotes financial planning for retirement and administers RREGOP.

RREGOP: the French acronym for the Government and Public Employees Retirement Plan, in which all employees must participate by law.

QPIP: the Quebec Parental Insurance Plan, which provides benefits to all employees who take maternity, paternity or adoption leave.

Salary: the remuneration that an employee is entitled to in accordance with the salary scales provided for under the collective agreement.

Seniority: the total number of years and days worked by an employee, subject to him completing his probation period and obtaining regular status.

Senior manager: the Director General, the Academic Dean and the Senior Director of Finance and Administration.

Seasonal employee: an employee whose position includes a period or periods of temporary layoff annually.

Special Project: time-bound activities leading to the hiring of employees in order to:

- Meet provisional needs
- Offer new services

- Enable the College to explore a development opportunity.

Spouse: a person or persons:

- Who are married or in a civil union and cohabitating
- Of different or the same gender, who are living together as partners and are parents of the same child
- Of different or the same gender who have been living common-law for at least one (1) year.

Step: a level on a salary scale.

Support staff: employees for whom the characteristics of the position correspond to support staff in the classification plan.

Teleworking: an arrangement whereby an employee is allowed to work away from the workplace, most often at home, using technological means.

Transfer: Movement of an employee, within a class of employment, or to another class of employment in which the maximum of the salary scale or the single salary rate is identical to the one from the class of employment he is leaving.

Trial period: a period of time during which a manager assesses the ability of an employee to perform his tasks and duties after moving to a new position.

Union: Canadian Union of Public Employees – local 5448 (Marianopolis College Staff Union).

Workweek: the regular workweek consisting of five (5) consecutive working days followed by two (2) consecutive days off.

Years of service: number of years worked, calculated in years and days, since an employee's first day of employment at the College.

ARTICLE 3

JURISDICTION, FIELD OF APPLICATION AND FUNDAMENTAL RIGHTS

3.1 Jurisdiction

3.1.1 The College recognizes that authorized representatives of the Union have the right to attend to Union affairs during working hours.

3.1.2 The Union may appoint a union delegate who has the function of representing the Union in the application and the interpretation of the collective agreement

3.1.3 The Union may appoint a substitute for the union delegate. In the absence of the union delegate, the substitute has the same function.

- 3.1.4 Within thirty (30) days of the date of coming into force of the collective agreement and at the time of their replacement, the Union shall notify the College of the appointment of all union delegates or substitutes.
- 3.1.5 The Union shall inform the College in writing, within five (5) working days following their appointment, of the names of the union representatives, the union delegate, his substitute, the members of the executive, the title of their positions, the estimated term of their mandate, and of any change in the incumbents of such positions pertaining to local or national union matters.
- 3.1.6 A representative of CUPE may access the College premises, provided he respects the rules in effect for visitors.
- 3.1.7 If the College creates a committee, taskforce or any other working group, ad-hoc or permanent, that concerns working conditions governed by the collective agreement, only the Union shall elect the staff to that committee, subject to any provisions to the contrary under the collective agreement.
- 3.1.8 The Union shall elect the staff to serve on the College's Board of Governors.
- 3.1.9 The Union shall elect the staff to serve on the College's Health and Safety Committee.

3.2 Field of application

- 3.2.1 Persons not covered by the accreditation unit shall not perform any job governed by this collective agreement.
- 3.2.2 The rights and benefits that the collective agreement grants to part-time employees shall be prorated to the hours worked, except when the collective agreement provides for different stipulations.
- 3.2.3 Employees on probation shall be covered by the provisions of the agreement, except for the grievance procedure in case of dismissal.
- They are subject to the waiting period of the group insurance and pension plans.
- 3.2.4 Occasional employees shall not be covered by the provisions of the collective agreement with respect to:
- 11.3 Displacement process
- In addition, employees with less than three (3) months of continuous service shall not be covered by the following articles:
- 8.6.1 Tests
 - 21 Leave of absence without pay and deferred leave of absence
 - 24.3 – 24.9 Disability

3.2.5 Any modification of working conditions covered in the collective agreement, verbally or in writing, between an employee and the College, shall be without effect.

3.2.6 The College may modify existing working conditions not provided for in the collective agreement.

3.3 Fundamental rights

3.3.1 The parties recognize that, as defined by law, the following behaviors are unacceptable in the workplace and could lead to administrative and/or disciplinary measures:

- Discrimination
- Psychological harassment
- Sexual harassment
- Violence.

3.3.2 The College and the Union shall strive to prevent such behaviours in the workplace.

3.3.3 An employee who believes they have experienced such behaviours may, alone or through the intervention of his Union, lodge a complaint to the College.

3.3.4 The College, the Union and their respective representatives agree not to use threats, coercion or discrimination against any employee for exercising a right granted by the collective agreement or by law.

ARTICLE 4 UNION PRIVILEGES

4.1 Union membership

4.1.1 Any employee who is a member of the Union on the date of coming into force of the collective agreement must continue his membership in the Union for the duration of the collective agreement as a condition of maintaining his position.

4.1.2 Any new employee hired after the date of entry into force of the collective agreement must, upon hiring, become a member of the Union and remain so for the duration of the collective agreement, as a condition of employment.

To this end, the College undertakes to have him complete and give to the Union the form, provided by the Union, appearing in appendix 3.

4.1.3 The College shall not be required, independently of clauses 4.1.1 and 4.1.2 above, to dismiss an employee because the Union has refused to accept him or has eliminated him from its ranks for any reason whatsoever.

4.2 Union dues

4.2.1 The College deducts from the salary of each employee, whether he is a member of the Union or not, a sum equal to the union dues fixed by the Union for its members.

4.2.2 For the purpose of this article, the amount of the Union dues shall correspond to a rate or percentage of the income actually earned.

The Union shall send this rate or percentage to the College in writing.

Any change in the dues shall take effect at the start of a pay period, no later than thirty (30) days following receipt by the College of the written notice from the Union.

4.2.3 The regular dues shall be deducted in equal installments each pay period.

4.2.4 The College shall forward to the Union no later than the fifteenth (15th) day of each month, two (2) copies of both the total amount collected during the preceding month and the detailed statement of the collection.

The statement includes:

- Employees' surnames and given names
- Status
- Regular income excluding overtime and premiums
- Total income including overtime and premiums
- Employee number
- Amount of individual deductions.

4.2.5 When one or the other party requests the Tribunal administrative du travail (TAT) to rule on whether a person is included in the certification unit, the College continues to deduct union dues or an amount equal to these dues and to give this amount to the Union pending the TAT's decision.

4.2.6 The Union shall reimburse the College for the amount of union dues received when the final decision is that the employee is not covered by the accreditation certificate.

The College shall remit these contributions to the employee on their next pay.

4.2.7 The College shall stop collecting union dues from the day the employee is no longer governed by the collective agreement.

4.3 Union office

4.3.1 The College shall provide the Union with an office containing standard furniture and equipment. These premises must be accessible during the College's regular opening hours.

4.3.2 The Union may use the College's technological equipment according to the established procedure.

4.3.3 The College shall provide the Union with a mailbox for its correspondence.

4.4 Meetings and postings

4.4.1 Once (1 time) per semester, the Union may hold a general assembly for all its members. These assemblies must not interfere with the regular activities of the College.

4.4.2 The Union must inform the Director General or his representative no later than the first (1st) day of the semester during which the general meeting is to be held.

No other activity may be scheduled for the employees at the same time as such assemblies.

4.4.3 The Union may hold general meetings on College premises. Such use of premises shall be according to the established room-reservation procedure and shall be free of charge, unless extra expenses are incurred.

4.4.4 The Union may hold extraordinary meetings on College premises by giving five (5) working days' notice to the Director General or his representative and provided that these meetings do not interfere with the normal operations of the College.

Such use of premises shall be according to the established room-reservation procedure and shall be free of charge, unless extra expenses are incurred.

4.4.5 The College shall provide the Union with a locked bulletin board, which is located outside the union office, in order to post notices, newsletters and other documents relating to its activities.

ARTICLE 5 COMMUNICATION AND INFORMATION

5.1 E-mail shall constitute a valid means of communicating and transmitting information between the College and the Union.

5.2 The College shall forward to the Union, two (2) times a year, no later than September 15 and March 15, a list of employees indicating:

- Surnames and given names
- Mailing address
- Personal email address
- Phone number
- Date of entry into service
- Job title
- Step

- Salary
- Seniority at June 30
- Status
- Department (s) to which the employee is attached
- Employee number.

- 5.3 The College shall send to the Union:
- Written notice of all departures, including retirements, within fifteen (15) working days
 - Surnames and given names of employees benefiting from long-term disability leave
 - Surnames and given names of interns as well as the department where the internship takes place
 - In the event of an extension of occasional employment, the new planned end date of employment, within five (5) working days of the decision being made.
- 5.4 The College shall send the Union, no later than July 15 of each year for the preceding fiscal year, a report by job class and by department of the hours worked by occasional employees.
- 5.5 The College shall make available for consultation by the Union the minutes of any committee on which the Union has members within fifteen (15) working days following the adoption of such minutes.
- 5.6 When the College significantly modifies the main and usual tasks of an employee, it shall inform the Union in writing.
- 5.7 Following the revision of the classification plan, employees affected by a change in classification will be integrated into their new classification.
- Each employee so affected will receive a copy of their job description within one hundred and twenty (120) days of this review.
- 5.8 The College shall make the following banks of information available to each employee:
- Overtime
 - Sick days
 - Personal days
 - Summer hours
 - Vacation days
- 5.9 An employee may interrupt his work without loss of salary to consult his official personnel record, by appointment made at least two (2) working days in advance. The employee may, if he so desires, be accompanied by his Union representative during the consultation.

ARTICLE 6 UNION RELEASES

6.1 Guiding principles

6.1.1 The Union shall decide on the use of the union release bank.

6.1.2 The Union shall reimburse the College for any union release not covered by the bank.

6.1.3 For any union release request of less than two (2) hours, the Union must give the College written notice of at least two (2) working days.

For any request for union release of two (2) hours or more, the Union must give the College written notice of at least five (5) working days.

6.1.4 An employee released under this article does not lose any rights with respect to his salary, benefits and privileges provided for in the collective agreement.

6.1.5 The College maintains its contributions to the group insurance and retirement plans in force for the employees thus released.

6.1.6 When the releases provided for in this article are at the expense of the Union, the latter shall reimburse the College for the salary paid to the replacement employee at the time and according to the terms agreed between the parties. However, the Union shall not reimburse the College if the released employee is not replaced.

6.2 Local

6.2.1 The College shall grant the Union an annual release time bank of two-hundred and fifty (250) hours paid by the College for activities including but not limited to:

- College committees governed by the collective agreement
- Disciplinary meetings
- Grievance and arbitration sessions
- Union business
- Member assistance

6.2.2 The bank shall not account for release time spent in:

- CRT
- Committees required by a policy or law
- Federation affairs.

Unless otherwise specified, employees and members of the Union executive shall be released from their duties without loss of salary and the Union release bank shall be debited accordingly.

6.2.3 When the College agrees to meet the Union outside the CRT in order to address any urgent matter relating to the application or interpretation of the collective agreement, the employees shall be released at no cost to the Union.

6.3 Union administration

6.3.1 On their first day of employment, the employee shall be released for thirty (30) minutes to meet their union representative.

6.3.2 During a meeting with a manager for any question relating to the application of the collective agreement, the employee may be accompanied by a union representative.

6.4 National

6.4.1 The College shall authorize, following a written request made at least ten (10) working days in advance, two (2) Union members to be absent from their work at the expense of the Union to attend meetings of CUPE or its affiliates.

The request must contain the name of the employees as well as the nature, duration and place where the Union activity is to be held.

6.4.2 For certain activities, the parties may agree in writing to increase the number of attendees.

6.4.3 Any employee appointed to exercise a union function or a function within CUPE or its affiliates is entitled for the duration of their elective mandate to full-time or part-time leave, at the expense of the Union.

To this end, the employee must submit to the College a written request indicating the reason for the release at least twenty-one (21) working days in advance..

6.4.4 This release is automatically renewable for the duration of a mandate under the same conditions from one year to the next.

6.4.5 Any employee thus released shall resume their post after giving the College at least twenty-one (21) working days' notice.

6.4.6 An employee elected to a position on the FTQ Bureau, the FTQ General Council, the CUPE-Quebec Executive Board, the CUPE-Quebec General Council or the CUPE National Executive Council is released for the duration of the elective mandate.

This release is without loss of salary and is reimbursed by the Union.

To this end, the employee must submit to the College a written request indicating the reason for the release at least ten (10) working days in advance.

6.5 Grievance and arbitration

6.5.1 Any employee whose presence is required to prepare for the hearing of a grievance may be absent from work, after notifying his manager, who may not refuse without valid reason.

The employee must also advise his manager of the place where he can be reached during his absence.

6.5.2 Any employee whose grievance is heard by an arbitrator or mediator, and the union representative, may take time off work, after notifying their respective managers, in order to participate in arbitration or mediation sessions.

6.6 Negotiation

6.6.1 The terms of releases for members of the bargaining committee shall be agreed upon by the parties no later than thirty (30) days before the expiry of the collective agreement.

6.7 CRT

6.7.1 Within thirty (30) working days following the date of coming into force of the collective agreement, each party shall appoint two (2) representatives as well as two (2) substitutes and shall so inform the other party in writing. The latter are entitled to attend meetings only when they are replacing the delegates who are absent or unable to act, or if the parties so agree.

6.7.2 Two (2) representatives of each party shall constitute a quorum for meetings of the CRT.

6.7.3 Subject to the provisions of this article, the CRT is autonomous with regard to its operating procedure.

6.7.4 The CRT shall meet once (1 time) per month on a date to be determined by the parties.

The release shall be for two (2) Union members for two (2) hours unless otherwise agreed between the parties.

6.7.5 The notice of meeting together with the agenda of items to be discussed and any pertinent documentation shall be sent to the parties at least forty-eight (48) hours before each meeting.

6.7.6 Either party may add an item on the agenda at the opening of the meeting with the consent of the other party.

6.7.7 The minutes shall contain only the agenda and the outcome of the discussion.

6.7.8 Faulty writing of an agenda or minutes shall not result in the annulment or delay in the implementation of the College's decision.

- 6.7.9 The College shall inform the CRT prior to implementing a final decision on the following matters, which may affect employees' working conditions:
- Implementation of special projects
 - Changes to the organizational structure
 - Staffing plan
 - Introduction of technological changes
 - Professional development programs or activities
 - Significant modifications to the working environment.
- 6.7.10 No agreement reached by the CRT that modifies a provision of the collective agreement shall be valid unless it is confirmed by a letter of agreement signed by the parties.
- 6.7.11 Subject to the preceding article, an agreement reached by the CRT binds the parties and the employee concerned.
- 6.7.12 Failing an agreement, the College shall reach a decision and make it known to the Union and the employee within fifteen (15) working days of the meeting.
- 6.7.13 If the Union fails to attend an agreed-upon meeting of the CRT, the College shall proceed by its own accord.

ARTICLE 7

SENIORITY

- 7.1 A seniority list shall be established within ninety (90) calendar days following the date of coming into force of the collective agreement and shall be posted for sixty (60) days.
- 7.2 Between September 1 and October 1 of each year, the College shall post for thirty (30) working days the seniority list as established on the preceding June 30.
- 7.3 During the posting period, the Union or any employee may request a correction to the calculation of an employee's seniority by presenting justifications. The correction shall not be retroactive beyond the first day of the posting of the list.
- 7.4 Upon the expiry of the posting period, the seniority list shall become official and no further correction can be made.
- 7.5 An employee may not accumulate more than one (1) year of seniority during the same operating year.
- 7.6 Seniority is calculated as of the first day of work at the College, provided there has not been an interruption of the employment bond lasting more than one (1) year.

- 7.7 An occasional employee who later obtains regular status shall accumulate seniority as of their first hiring date at the College, provided there has not been an interruption of the employment bond lasting more than one (1) year.
- 7.8 A regular employee shall continue to accumulate seniority while on a paid leave of absence or for the first thirty (30) days of an unpaid authorized leave of absence. For the purposes of this article, the following are considered authorized paid leaves of absence:
- Parental leave
 - Deferred leave
 - Disability leave
 - Leave for union activities
 - Vacation
 - Holidays.
- 7.9 Seniority shall cease to accumulate but shall remain to the employee's credit:
- During the exercise of a public office
 - After the twenty-fourth (24th) month of an absence resulting from a workplace accident or occupational illness.
- 7.10 Seniority is lost when an employee resigns, retires or is dismissed.
- 7.11 When two (2) employees have the same seniority, the employee with priority shall be determined according to:
1. Who was hired first
 2. Random selection by a method agreed between the parties.

ARTICLE 8 STAFFING

8.1 Vacant position

- 8.1.1 When a position becomes vacant, the College shall decide within the following thirty (30) working days if it is to be filled.
- 8.1.2 If the College decides not to fill the position, it must send a written notice to the Union no later than the thirty-first (31st) working day of the vacancy.
- 8.1.3 When the College decides to fill a vacancy resulting from the movement of an employee to another position, the College is not required to post the vacant position before the end of the employee's trial period. The vacancy may then be filled either by a replacement employee or by temporary assignment.
- 8.1.4 The College must post the position for a minimum of ten (10) working days.
- 8.1.5 The College shall send to the Union and to the employees a copy of the notice of employment.

- 8.1.6 The posting must indicate:
- Job title
 - Class of employment;
 - Status
 - Job description
 - Service(s) to which the position is attached
 - Working schedule
 - Number of working hours per week
 - Immediate supervisor
 - Salary scale
 - Qualifications required
 - Type of test(s) the College intends to use
 - Application deadline
 - Start date of the position
 - End date of the occasional position.

8.1.7 All candidates must apply in writing by the application deadline.

8.2 Hiring and personnel movement

- 8.2.1 When the College posts a position, it must select the applicant who:
- Possesses the required qualifications for the class of employment according to the classification plan
 - Meets the requirements of the position as defined by the College.

The College proceeds according to the following order to priority:

1. Regular employees on the priority list
2. Regular full-time employees
3. Regular part-time employees
4. Seasonal employees
5. Occasional employees
6. Former occasional employees on the priority list who have worked more than one-hundred and thirty (130) days
7. External candidates.

8.2.2 When more than one employee benefits from the same priority, the College chooses the person:

1. With the most seniority
2. Seniority being equal, the most relevant experience
3. Relevant experience being equal, the most recognized schooling.

8.2.3 When a candidate is selected, the College must announce the selection to all employees within ten (10) working days of its decision.

The College must also provide the Union with the name, education and experience of the selected candidate, as well as the name of any employee whose candidacy is not selected.

8.3 Replacement

8.3.1 The College shall notify the Union of any temporary assignment of an employee as soon as he is assigned.

Replacement for less than seventeen (17) weeks

8.3.2 When the College decides to fill a temporarily vacant position for less than seventeen (17) weeks, it can designate an employee of its choice, who may accept or decline the assignment.

If no employee accepts, the College may designate the employee who meets the requirements of the assignment and with the least seniority.

8.3.3 During any temporary assignment, the employee shall be released from his or her position for the duration of this assignment and in an equal proportion.

8.3.4 When an employee is temporarily assigned to a lower class of employment, he shall receive his regular salary for the duration of that assignment.

8.3.5 When an employee is temporarily assigned to a position for which the maximum salary rate or salary scale is higher, he is remunerated according to the salary of this class of employment from the first (1st) day of his assignment.

Replacement seventeen (17) weeks or more

8.3.6 When the College decides to fill a temporarily vacant position for seventeen (17) weeks or more, it may:

- Assign a regular employee who has been trained as a designated replacement and whose career development plan is consistent with the requirements of the vacant position, in which case the employee must accept the assignment
- Offer the assignment to a regular employee, who may accept or decline
- Post the position for five (5) working days, in which case the College shall select the applicant who meets the qualifications and requirements of the position and who has the most seniority in the following priority order:
 1. Regular employees on the priority list
 2. Regular full-time employees
 3. Regular part-time employees
 4. Seasonal employees
 5. Occasional employees
 6. Former occasional employees on the priority list who have worked more than one-hundred and thirty (130) days
 7. External candidates.

8.3.7 When more than one employee has the same amount of time worked or paid, the College chooses the one with the earliest hiring date, provided there has been no interruption of the employment bond for eighteen (18) consecutive months or more.

8.3.8 When an employee is selected for a replacement following an internal posting, the resulting vacancy shall not be subject to the staffing process outlined in the collective agreement.

In such an instance, the College may proceed in the following order:

1. Assign a regular employee who has been trained as a designated replacement and whose career development plan is consistent with the requirements of the vacant position, in which case the employee must accept the assignment
2. Offer the assignment to a regular employee, who may accept or decline
3. Post the position externally only.

8.4 Special project

8.4.1 When the College decides to hire an employee for a special project, it may:

- Assign a regular employee who has been trained as a designated replacement and whose career development plan is consistent with the requirements of the special project, in which case the employee must accept the assignment
- Offer the assignment to a regular employee, who may accept or decline
- Post the position for five (5) working days, in which case the College shall select the applicant who meets the qualifications and requirements of the position and who has the most seniority in the following priority order:
 1. Regular employees on the priority list
 2. Regular full-time employees
 3. Regular part-time employees
 4. Seasonal employees
 5. Occasional employees
 6. Former occasional employees on the priority list who have worked more than one-hundred and thirty (130) days
 7. External candidates.

8.4.2 When an employee is selected for a special project following an internal posting, the resulting vacancy shall not be subject to the staffing process outlined in the collective agreement.

In such an instance, the College may proceed in the following order:

1. Assign a regular employee who has been trained as a designated replacement and whose career development plan is consistent with the requirements of the vacant position, in which case the employee must accept the assignment
2. Offer the assignment to a regular employee, who may accept or decline
3. Post the position externally only.

8.4.3 The College must post the position according to the provisions of the collective agreement when it:

- Extends a special project beyond three (3) years
- Creates a new position with the same job description as the special project.

8.5 Increase in workload

8.5.1 The College may hire an occasional employee to handle a temporary increase in workload or an unforeseen event.

8.5.2 This temporary hiring shall not exceed ninety (90) days, unless the College and the Union agree to an extension. Failing such an agreement, the College shall create a regular position or a special project and post it according to the provisions of the collective agreement.

8.6 Tests

8.6.1 An internal candidate shall not be required to undergo any test relating to his knowledge of a software in which he has already demonstrated a comparable degree of proficiency and which is identical or similar to that required by the College.

8.6.2 If necessary, the College shall provide the employee with appropriate professional development during working hours for no more than three (3) working days.

An employee in a regular position must demonstrate proficiency with the software within fifteen (15) working days, failing which, he shall be reinstated in his former position.

An employee in an occasional position must demonstrate proficiency with the software within five (5) working days, failing which, he shall be reinstated in his former position.

8.7 Classification

8.7.1 Upon being hired by the College, the employee is assigned a class of employment based on the nature of the work and the duties that he will normally be called upon to perform.

8.7.2 The class of employment must correspond to one of the classes of employment in the classification plan and to the position posted of which he becomes the incumbent. The employee shall be placed in the scale or salary rate corresponding to his class of employment.

8.7.3 The College shall determine the new employee's step on the salary scale according to his schooling and his relevant work experience, following the terms and conditions of this article.

8.7.4 Each step shall normally correspond to a complete year of relevant work experience.

8.7.5 In order to determine his classification, the employee must provide the College with proof of work experience and education within thirty (30) days of being hired.

The employee must inform the College if a delay in acquiring this documentation is foreseen. Failing the above, the documentation shall be recognized on the date of the employee's next regular advancement in step.

Recognition of experience

8.7.6 An employee with the minimum work experience required for the job classification shall be placed at the first step of the salary scale.

However, an employee who possesses more years of work experience than the minimum required for the class of employment shall be granted one (1) step per additional year of work experience, provided that this work experience is deemed valid and directly relevant to the functions described in the class of employment.

8.7.7 In certain cases, relevant experience may be used to meet the minimum educational requirements. A year of experience used in this manner cannot also be counted as a year of experience for the purpose of increasing the step.

8.7.8 The employee is then deemed to have the qualifications only for that position. The classification thus obtained in no way confers on him academic recognition allowing him to obtain another position requiring similar education.

Recognition of education

8.7.9 An employee who has successfully acquired in an officially recognized institution more years of schooling than the minimum required, shall be granted two (2) steps for each year of schooling in addition to the minimum required.

8.7.10 Professional staff who have completed a graduate or postgraduate degree in a recognized program in a specialization required for the job classification shall be granted recognition as follows:

- One (1) step for thirty (30) credits or more
- One (1) and a half steps for forty-five (45) credits or more
- Two (2) steps for sixty (60) credits or more.

8.7.11 Professional staff who have completed a doctoral degree in a recognized program in a specialization required for the job classification and who remain at the maximum of the salary scale for at least two (2) years shall be granted one-hundred and five percent (105%) of the maximum salary rate for their classification.

8.7.12 An employee who completes a year of schooling relevant to the job classification may be granted an additional step on the date of his next regular advancement in step, provided he provides the College with proof of completion.

8.8 Probation period

- 8.8.1 The probation period for a new employee is nine hundred and ten (910) hours worked. It cannot exceed one (1) year in the case of a part-time position.
- 8.8.2 An occasional employee assigned to a position for which he was previously hired as an occasional employee will have these days he has worked counted in the calculation of his probationary period.
- 8.8.3 The College may extend the probation period for no more than thirty (30) calendar days.
- 8.8.4 The probation period excludes any day of absence from work except vacation and statutory holidays.
- 8.8.5 An employee may be dismissed at any time during the probation period. An employee on probation who has completed three (3) months of service is entitled to one (1) week notice.
- 8.8.6 The College must give five (5) working days' notice in writing to any occasional employee who has completed at least one (1) month of continuous service before terminating his employment.

8.9 Trial period

- 8.9.1 A regular employee has the right to a trial period of a maximum of thirty (30) working days.
- 8.9.2 During the trial period, the employee may return to his previous position, with all the rights and privileges attached to it, provided he gives at least ten (10) working days advanced notice in writing. Within this notice period, the return date shall be at the discretion of the College.
- 8.9.3 The College shall re-post the position vacated by the employee who returns to his previous position.

8.10 Staffing plan

- 8.10.1 The parties recognize job titles that are unique to the College while applying the public college classification plan.
- 8.10.2 At the last CRT meeting of the operating year, the College sends to the Union its staffing plan for the following operating year.
- 8.10.3 The staffing plan shall be an organigram that includes:
- staffing structure
 - status of each position
 - projected increase, reduction, or changes in positions
 - special projects.

ARTICLE 9

ADVANCEMENT IN STEP AND RECLASSIFICATION

9.1 Advancement in step

- 9.1.1 Advancement in step shall be awarded once a year on July 1.
- 9.1.2 The period spent at a step shall normally be one (1) year and each step shall correspond to one (1) year of experience.
- 9.1.3 The period for a professional to remain in a step shall be one (1) year, except for steps one (1) through eight (8), where the period shall be six (6) months.
- 9.1.4 Part-time employees advance one (1) step after they complete the equivalent of one (1) year of full-time employment. They carry over any additional time.
- 9.1.5 Employees with at least nine (9) months of service on July 1 of their first year of employment are granted one (1) step of advancement within their salary scale.
- 9.1.6 Professionals with at least four (4) months of service on July 1 or January 1 are granted one (1) step of advancement if they are classified in steps one (1) to eight (8).
- 9.1.7 A change in class of employment shall have no bearing on the date of the advancement in step.

9.2 Reclassification

- 9.2.1 The Union may submit a reclassification request when an employee considers that the principal and customary duties performed do not correspond to his class of employment.
- 9.2.2 The request cannot have a retroactive effect of more than thirty (30) days from the date it is submitted.
- 9.2.3 The request must indicate the class of employment sought with the specific reasons or duties supporting the request.
- 9.2.4 The College shall render a decision in writing within thirty (30) days from the date it receives the request and shall respond to the specific elements identified in the request.
- 9.2.5 The reclassification request shall be referred to the CRT when the College:
- Refuses the request
 - Fails to respond within the prescribed delay.
- 9.2.6 If the reclassification request cannot be resolved by the CRT, the Union may file a classification grievance.

ARTICLE 10

TEMPORARY LAYOFFS

- 10.1 The College may create positions that have a period of temporary layoff each year. Employees in such positions shall be considered seasonal employees.
- 10.2 The College may temporarily lay off an employee due to a slowdown of activities.
- 10.3 The College shall inform the employee in writing of the start date and approximate end date of his temporary layoff.
- 10.4 The temporary layoff off does not constitute a breaking of his employment bond.
- 10.5 The employee resumes his position at the end of the layoff.
- 10.6 The duration of a temporary layoff must be predetermined and shall be no less than one (1) month and no more than three (3) months.
- 10.7 When more than one employee performs the same function within the same department or service, the temporary layoffs shall be done in reverse order of seniority and the recalls to work shall be done in order of seniority.
- 10.8 The employee continues to accumulate seniority and to benefit from the payment of statutory holidays for the period during which he is temporarily laid off.
- 10.9 The employee who wishes to do occasional work during his temporary layoff must so inform the College in writing before he leaves.
- 10.10 The College shall offer occasional work by order of seniority.
- 10.11 The College is not required to make a new occasional work offer for the remainder of their temporary layoff to an employee who refuses a first offer.

ARTICLE 11

ABOLISHMENT OF A POSITION AND DISPLACEMENT PROCESS

- 11.1 Guiding principles**
- 11.1.1 An employee whose position is abolished cannot displace an employee with more than twenty (20) years of seniority.
- 11.1.2 The employee whose position is abolished must displace the incumbent with the least seniority among the positions for which he meets the employment requirements.

- 11.1.3 The displaced employee may not in turn displace an employee with a difference of less than five (5) years of seniority than him.
- 11.1.4 An employee who chooses to accept a vacant position or to displace another employee must confirm his choice to the College in writing within five (5) working days.
- 11.1.5 Once the displacement process is completed, the College shall notify the Union of :
- The status of the employees affected
 - Their classification
 - The employee placed on the priority list.

11.2 Abolishment of a position

- 11.2.1 Except in the case of a vacant position, when the College eliminates a position, it must inform the Union and the employee concerned at least thirty (30) days before the elimination takes effect.
- 11.2.2 In departments or services with more than one (1) employee with the same classification and subject to the same job requirements, the College shall eliminate the position of the employee with the least seniority.

11.3 Displacement process

Displacement process for regular full-time employees

- 11.3.1 To the extent that he meets the requirements of the position, a regular full-time employee whose position is abolished is subject to the following bumping order:
1. Assignment to a full-time position, vacant or newly created, in his employment class
 2. Displacement of an employee holding a full-time position with the least seniority in:
 - i. His employment class in his department
 - ii. His employment class in another department
 - iii. Another employment class in his department
 - iv. Another employment class at the College.

If the displacement results in a demotion for the employee, he shall maintain his salary but shall be subject to the scale and step advancement of his new classification.

If the employee cannot displace another employee or cannot obtain a vacant or newly created position, the College shall offer him the following choice:

- Be placed on the priority list for one (1) year
- Accept the severance pay.

- 11.3.2 A regular full-time employee whose position is abolished can also choose to displace a part-time or seasonal employee under the same conditions.

If he chooses one of these options, his status and working conditions shall become those of a part-time or seasonal employee, as the case may be.

Displacement process for regular part-time employees

- 11.3.3 To the extent that he meets the requirements of the position, a regular part-time employee whose position is abolished is subject to the following bumping order:
1. Assignment to a part-time position, vacant or newly created, in his employment class
 2. Displacement of an employee holding a full-time position with the least seniority in:
 - i. His employment class in his department
 - ii. His employment class in another department
 - iii. Another employment class in his department
 - iv. Another employment class at the College.

If the displacement results in a demotion for the employee, he shall maintain his salary but shall be subject to the scale and step advancement of his new classification.

If the employee cannot displace another employee or cannot obtain a vacant or newly created position, the College shall offer him the following choice:

- Be placed on the priority list for one (1) year
- Accept the severance pay.

Displacement process ending in pre-retirement

- 11.3.4 In order to prevent a displacement, the College may offer early retirement leave with pay to an employee who is eligible for retirement, who may accept or decline the offer.
- 11.3.5 The salary during the early retirement leave shall be that which the employee would earn if he were still at work.
- 11.3.6 The maximum duration of the early retirement leave shall be one (1) year, after which time the employee must retire.

11.4 Severance pay

- 11.4.1 Any employee affected by the displacement process may choose not to exercise his rights and to resign.

In this case, he shall benefit from severance pay equivalent to:

- Two (2) weeks of salary per year of seniority if he has up to five (5) years of seniority
- Three (3) weeks of salary per year of seniority if he has more than five (5) years and up to nineteen (19) years of seniority, for a maximum of twenty-six (26) weeks
- Four (4) weeks of salary per year of seniority if he has twenty (20) years or more of seniority, for a maximum of fifty-two (52) weeks.

ARTICLE 12 WORK TIME

12.1 Work hours

12.1.1 The normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.

12.1.2 The normal workweek of professional and support staff shall be thirty-five (35) hours consisting of seven (7) hours a day, five (5) days a week.

12.1.3 The normal workweek of maintenance staff shall be forty (40) hours consisting of eight (8) hours a day, five (5) days a week.

12.1.4 For the purposes of determining working hours, the normal length of the working day may not exceed ten (10) hours.

In all cases, the length of the regular workweek must be respected.

12.1.5 Employees are entitled to an unpaid lunch period of sixty (60) minutes during their working hours.

12.1.6 Employees are entitled to a fifteen (15) minute paid rest period per half-day of work within their working hours.

12.2 Work schedule

12.2.1 The schedules in force at the date of signing of the collective agreement shall be maintained, unless the College modifies them in accordance with the provisions set forth in this article.

12.2.2 The supervisor, after consultation with the employee, shall determine the work schedule, including breaks and the lunch period, according to the needs of the College.

12.2.3 For the purposes of establishing the schedule, the lunch period can be reduced to thirty (30) minutes or extended to ninety (90) minutes (1 ½ hours), provided the employee works their normal number of hours in the day.

To this end, the employee may either come in or leave thirty (30) minutes earlier or later.

12.2.4 The lunch period cannot be taken at the beginning or at the end of the day.

12.2.5 Rest periods cannot be accumulated nor are they payable and cannot be taken at the beginning or at the end of the day or to extend the lunch period.

12.2.6 The work schedule shall be determined for the duration of the semester.

Schedule change

- 12.2.7 During the semester, the supervisor cannot change the schedule unless:
- The employee agrees
 - The position is vacant or newly created
 - The employee is required for a College activity, in which case the employee shall be advised at least forty eight (48) hours in advance according to the rules applicable to overtime.

In all cases, there must a minimum of twelve (12) hours between the end of a workday and the start of the next workday.

- 12.2.8 Should the College need to change the schedule of one or several employees who have the same job within a department or service, the new schedules shall be offered first to employees with family responsibilities according to seniority.

If these employees do not accept the schedules offered, the College shall modify the schedule of the employee or employees with the least seniority.

Employees given priority because of family responsibilities shall provide the College upon request with a document attesting to these responsibilities.

Schedule exchange

- 12.2.9 Employees who wish to exchange their schedules must each inform their supervisor in writing in advance.

Split schedule

- 12.2.10 The College may not schedule split shifts without having first reached a written agreement with the employee.

- 12.2.11 The College shall inform the Union if the split shifts are agreed upon with multiple employees.

12.3 Work time reduction

- 12.3.1 A regular employee may request to reduce their working hours with a corresponding reduction in pay.

- 12.3.2 The employee's request must:
- Be submitted to the College in writing at least thirty (30) days in advance
 - Indicate the proposed reduction, which cannot be less than fifty percent (50%) of a full-time workload.
 - Specify the suggested schedule
 - Indicate the beginning and end date, if applicable.

- 12.3.3 The College shall make its decision taking into account:
- Operational needs
 - Staffing constraints
 - Seniority when more than one request is made simultaneously in the same service or department.

The decision shall be rendered in writing, stating the reasons for the refusal, if applicable.

- 12.3.4 After completing a period of reduced working hours, the employee shall return to their previous working hours.

- 12.3.5 An employee on reduced working hours shall be subject to the working conditions of part-time employees.

- 12.3.6 The College or the employee may, with thirty (30) working days written notice, end a reduction of working hours prior to its original expiry and provide justification.

12.4 Summer hours

- 12.4.1 For a period of ten (10) weeks during the summer period, employees may reduce their workweek by three and a half (3 1/2) hours on Friday afternoons, by choosing one of the following options:

- Use the hours accumulated in their summer hours bank
- Use the hours accumulated in their overtime bank
- Use a personal day in accordance with article 20.8.

- 12.4.2 An employee who cannot take advantage of the summer schedule on Friday afternoons may postpone this period to another time during the week following an agreement with his supervisor.

- 12.4.3 During the course of a year, an employee accumulates time in their summer hours bank by increasing the number of hours they work in a given day, with the prior written approval of their supervisor.

This arrangement is at the request of the employee and cannot lead to overtime, as time accumulated in the summer hours bank is at the regular rate.

Managers shall facilitate opportunities for employees to accumulate summer hours.

- 12.4.4 The maximum amount of time that can be accumulated in the summer hours bank is thirty five (35) hours.

Time accumulated in the summer hours bank can only be used for that purpose.

- 12.4.5 Time remaining in the summer hours bank at the end of the summer period shall be paid no later than on the second pay that follows.

ARTICLE 13 OVERTIME

13.1 Guiding principles

- 13.1.1 Overtime, by definition, occurs on an exceptional basis.
- 13.1.2 Overtime does not count towards seniority, experience or pension plan contributions.
- 13.1.3 Overtime, regardless of where the work is performed, including teleworking, must be pre-approved in writing by the manager.
- 13.1.4 The approval must state the nature of the work to be performed and the approximate amount of overtime anticipated.
- 13.1.5 Overtime in excess of the approved time must be justified and subject to additional prior approval.
- 13.1.6 Overtime must be recorded on a timesheet and indicate the desired compensation method, namely payment or accumulation towards time off.

13.2 Overtime distribution

- 13.2.1 When overtime is required, it shall be offered to the employee who usually performs the work.

If the employees refuses to work the overtime, the College may compel the employee most capable of assuming the task and having the least seniority to work the required overtime.
- 13.2.2 When overtime can be performed by more than one person fulfilling the same functions, it must be distributed equitably among said employees.

In unforeseen circumstances, the College may offer the overtime to the employee who is already on site.

13.3 Overtime compensation

- 13.3.1 Overtime shall be compensated or accumulated at the rate of one hundred and fifty percent (150%)
- 13.3.2 Overtime worked on the second day of the weekend shall be compensated at the rate of two hundred percent (200%).
- 13.3.3 Overtime worked by professionals shall be compensated at the regular rate.

- 13.3.4 Overtime exceeding forty (40) hours per week is compensated in accordance with the provisions of the Labour Standards.
- 13.3.5 An employee recalled to work after having left the College shall receive a minimal compensation of two (2) hours at the rate of one hundred and fifty per cent (150%).
- The employee shall also be paid one (1) hour of travel time at regular rate.
- 13.3.6 Volunteering on College committees, professional development, training and participating in conferences shall not qualify as overtime unless agreed to in writing.
- 13.3.7 When overtime exceeds four (4) consecutive hours, the employee shall receive a paid meal period of thirty (30) minutes.
- 13.3.8 Overtime can be either paid or compensated in time, at the employee's choice.

13.4 Overtime accumulation

- 13.4.1 Overtime accumulated in the overtime bank must not exceed seventy (70) hours.
- 13.4.2 Compensatory time off for accrued overtime must be scheduled by written agreement with the manager at least ten (10) working days in advance.
- The time off cannot be refused except to the extent that it causes undue hardship in the service or department.
- Once approved, the hours are deducted from the employee's overtime bank.
- 13.4.3 When he wishes to take a day off with pay, an employee must use his entire vacation bank before accessing his accumulated overtime bank.
- 13.4.4 Accumulated overtime will be paid by June 30 of the operating year it was accrued, except, at the request of the employee, for the following reasons:
- To increase the number of hours in his summer hours bank
 - To provide additional vacation days during the summer period, which must be pre-approved by the manager in writing, once the vacations of the other employees in the department have been allocated.
- 13.4.5 Compensation of overtime, either in time off or in payment, must be settled prior to an employee's promotion or transfer to another department, unless there is mutual agreement between both managers.

13.5 Overtime payment

- 13.5.1 When payment for overtime is requested, it is processed in the pay period following receipt of the time sheet.

ARTICLE 14 TELEWORK

Guiding principles

- 14.1 Telework:
- Applies to jobs where tasks can be accomplished remotely
 - Must not affect the efficiency of the department or other employees
 - Must have quantitatively or qualitatively measurable results
 - Must provide for a portion of the work and meetings in the workplace
 - Must respect the employee's normal work schedule
 - Is permitted at the discretion of the manager
 - Must be pre-authorized in writing.
- 14.2 Telework is carried out in one of the following frameworks:
- Occasional and short-term
 - For a specific mandate or project
 - Regular, where the employee performs his duties partly at the College and partly at home.
- 14.3 A teleworking agreement can be initiated by the employee or the College. The agreement must be in writing according to the sample in Appendix 2, which the College may modify as needed.

Place of work

- 14.4 The employee must have a space reserved for the purposes of teleworking.
- The College is not responsible for the costs of operating and maintaining the employee's telework space.

Work schedule

- 14.5 The employee and his manager may agree in writing to a telework schedule that is different from the schedule the employee works when he is at the College.

Recall

- 14.6 The employee can be called back to the College at any time to meet the needs of the service or department. In this case, no travel expenses can be claimed by the employee.

Absences and overtime

- 14.7 The rules applicable to absences and overtime continue to apply in the context of teleworking

Communication

- 14.8 The employee must be reachable by his manager during normal work hours.

Rendement

- 14.9 The work objectives, expected results, and timelines are the same as if the employee were working at the College.

Politiques du Collège

- 14.10 While teleworking, the employee must continue to abide by all College policies and continues to be subject to the requirements of his professional order, where applicable.

These policies include, but are not limited to, those governing behaviour at work, confidentiality, data integrity, etc.

Equipment

- 14.11 Employees who opt to telework are responsible for ensuring that they have the necessary equipment to perform their tasks.

However, if the manager agrees, the College may loan certain equipment, such as a laptop or printer, to the employee, who must take reasonable precautions to protect the College's property.

The College will provide required consumable goods, such as paper and ink.

Health and safety

- 14.12 The Act Respecting Occupational Health and Safety can apply to people working from home. Employees must therefore collaborate with the College in identifying and eliminating the risks of work accidents and occupational illnesses in their teleworking space and must take the necessary measures to protect their health, safety and physical well-being.

Site visit

- 14.13 The College may conduct a physical or virtual visit of the employee's teleworking space in order to:
- Assess the working environment
 - Investigate a work-related accident.

The employee shall be notified at least twenty-four (24) hours in advance.

Work disruption

14.14 In the event of an unforeseen disruption to teleworking such as a power outage or computer failure, the employee must communicate quickly with his manager to determine a remedy to the situation.

End of the agreement

14.15 Either party may terminate or suspend the application of the agreement by giving twenty-four (24) hours prior written notice to the other party.

**ARTICLE 15
SALARY**

15.1 The College undertakes to apply fully the salary rates and scales applicable to public sector colleges, including lump sum payments, to all employees for the years covered by the present collective agreement.

15.2 If the College suffers a loss of revenue of at least two percent (2%) due to a drop in subsidy or enrolment, the Union agrees to assess the financial impact in consultation with the College and to review all clauses of this collective agreement that have financial implications, in order to find an amount to be recovered that is proportional to the loss of income.

The College reviews non-staff expenditure to the same extent.

15.3 Employees' salaries shall be paid according to the terms and conditions that existed at the date of the signing of the collective agreement.

15.4 Employees whose salary is established on an annual basis are paid in twenty-six (26) equal instalments; or every two (2) Fridays.

15.5 The salary is paid by direct deposit in a banking institution chosen by the employee.

An electronic payslip is made available to the employee.

15.6 An employee who notices an error in his pay must immediately inform the College.

15.7 When the College has overpaid an employee, it sends him a written notice to this effect with a copy to the Union.

The College may not deduct more than ten percent (10%) of the gross salary from the employee's pay until this amount is fully recovered.

The employee must pay, as of the thirtieth (30th) day of the notice, the interest based on the rate normally charged by a credit union for a loan of the same value, for the duration of the reimbursement.

- 15.8 The employee may request different reimbursement terms. The College and the employee must agree in writing.
- 15.9 When the employee leaves the College, he receives any amount due to him no later than the second (2nd) pay period following his departure.
- A statement detailing amounts paid in salary and benefits must accompany the payment.
- 15.10 If the College, for any reason whatsoever, has not paid all the sums due to an employee, it shall pay him, as of the thirtieth (30th) day following the due date thereof, the amount and accrued interest based on prevailing credit union rates.

Payslip

- 15.11 The pay slip must provide at least the following information:
- College's name
 - Employee's surname and given name
 - Date of payment and the work period corresponding to the payment
 - Number of hours paid at the basic rate
 - Number of overtime hours paid, with the applicable increase
 - Nature and amount of premiums, indemnities, allocations or commissions paid out
 - Applicable salary rate
 - Amount of gross salary
 - Nature and amount of deductions made
 - Amount of the net salary paid to the employee
 - Accumulated amounts.
- 15.12 Employees occupying two (2) positions with different salaries will receive on a bi-weekly basis a document indicating the details of their salary for each position.

ARTICLE 16

PROFESSIONAL DEVELOPMENT

General provisions

- 16.1 The College and the Union recognize the importance of providing all employees with tangible opportunities for professional development that may be useful in the performance of their duties or in their career path at the College.
- 16.2 An employee may pursue professional development individually or in groups.
- 16.3 The professional development allowance is intended for activities initiated by the employee. These are separate from each manager's department budget where an amount may be allocated for mandatory training.

16.4 The manager will take the necessary steps to accommodate the employee's schedule so that the employee can participate in professional development activities approved by the College.

16.5 The College reserves the right to limit the number of employees from the same service or department who wish to be released at the same time in order to participate in a training or professional development activity.

Request

16.6 The employee may participate in professional development activities, approved by the College, during his working hours.

The employee must submit a written request indicating:

- The activity
- The date it is being held
- His motivation.

Approval

16.7 The employee must obtain the written approval of the College before enrolling in a professional development activity.

At the end of the activity, the employee must provide:

- An activity report
- An expense account when applicable.

Expenses

16.8 Reimbursement of expenses incurred during a professional development activity approved by the College shall be done according to the policies of the College.

Technological changes

16.9 An employee who accepts the required professional development cannot be refused a position for which he is otherwise qualified because of the implementation of new technology by the College.

The employee must demonstrate a mastery of his acquired knowledge relating to the new technology within fifteen (15) working days, failing which, he will be reinstated in his former position.

**ARTICLE 17
PROFESSIONAL DIALOGUE**

17.1 A professional dialogue shall be held annually for every employee in order to :

- Highlight notable achievements and/or challenges
- Discuss departmental and employee objectives
- Agree on professional development activities
- Discuss career planning

17.2 The professional dialogue shall have no bearing on an employee's advancement in step and shall not be used for disciplinary purposes nor include a rating of the employee's performance.

ARTICLE 18 VACATION

18.1 Vacation allotment

- 18.1.1 The vacation acquisition period is one (1) year beginning on July 1 and ending on June 30.
- 18.1.2 Each year, the employee shall be entitled to twenty (20) working days of paid vacation, provided that he has one (1) year of seniority on July 1.
- 18.1.3 The employee shall be entitled to twenty-one (21) working days of paid vacation, provided that he has seventeen (17) or eighteen (18) years of seniority on July 1.
- 18.1.4 The employee shall be entitled to twenty-two (22) working days of paid vacation, provided that he has nineteen (19) or twenty (20) years of seniority on July 1.
- 18.1.5 The employee shall be entitled to twenty-three (23) working days of paid vacation, provided that he has twenty-one (21) or twenty-two (22) years of seniority on July 1.
- 18.1.6 The employee shall be entitled to twenty-four (24) working days of paid vacation, provided that he has twenty-three (23) or twenty-four (24) years of seniority on July 1.
- 18.1.7 The employee shall be entitled to twenty-five (25) working days of paid vacation, provided that he has twenty-five (25) years or more of seniority on July 1.
- 18.1.8 The employee, with less than one (1) year of seniority on July 1, shall be entitled to one and two thirds (1 2/3) working days of paid vacation per month of seniority.
- 18.1.9 The part-time employee with less than one (1) year of service on July 1 shall be entitled to one and two-thirds (1 and 2/3) working days of paid vacation per month of service on a prorated basis.
- 18.1.10 The occasional employee who has less than three (3) months of continuous service shall be entitled to eight percent (8%) of his gross salary earned as vacation pay.

18.2 Vacation reduction

18.2.1 If an employee was not entitled to his salary or part of his salary because of an absence during the year preceding July 1, his vacation allotment shall be reduced according to the following grid:

Number of working days that the employee was not entitled to his salary			<u>Number of vacation days allotted according to seniority</u>							
			<u>10</u>	<u>15</u>	<u>20</u>	<u>21</u>	<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>
0,5	-	10	10,0	15,0	20,0	21,0	22,0	23,0	24,0	25,0
10,5	-	22	9,5	14,0	18,5	19,0	19,5	21,5	23,0	24,0
22,5	-	32	9,0	13,0	17,5	19,0	19,5	21,0	21,5	22,5
32,5	-	44	8,5	12,5	17,0	18,5	19,0	20,0	20,5	21,5
44,5	-	54	8,0	12,0	16,0	17,5	18,0	18,5	19,5	20,5
54,5	-	66	7,5	11,0	15,0	16,5	17,0	17,5	18,0	19,5
66,5	-	76	7,0	11,5	14,0	15,5	16,0	16,5	17,0	18,0
76,5	-	88	6,5	10,0	13,5	14,5	15,0	15,5	16,0	16,5
88,5	-	98	6,0	9,5	13,0	13,5	14,0	14,5	15,0	15,5
98,5	-	110	5,5	9,0	12,0	12,5	13,0	13,5	14,0	14,5
110,5	-	120	5,0	8,5	11,0	11,5	12,0	12,5	13,0	13,5
120,5	-	132	4,5	8,0	10,0	10,50	11,00	11,50	12,00	12,50
132,5	-	142	4,0	7,0	9,0	9,50	10,00	10,50	11,00	11,00
142,5	-	154	3,5	6,5	8,5	9,00	9,50	10,50	11,00	10,50
154,5	-	164	3,0	6,0	8,0	8,50	9,00	9,00	9,50	9,50
164,5	-	176	2,5	5,0	7,0	7,50	7,50	8,00	8,00	8,50
176,5	-	186	2,0	4,5	6,0	6,50	6,50	7,00	7,00	7,00
186,5	-	198	1,5	4,0	5,0	5,50	5,50	5,50	6,00	6,00
198,5	-	208	1,0	3,0	4,0	4,50	4,50	4,50	4,50	4,50
208,5	-	220	0,5	2,5	3,5	4,00	4,00	4,00	4,00	4,00
220,5	-	230	0,0	2,0	3,0	3,00	3,00	3,00	3,00	3,00
230,5	-	242	0,0	1,0	2,0	2,00	2,00	2,00	2,00	2,00
242,5	-	252	0,0	0,5	1,0	1,00	1,00	1,00	1,00	1,00
252,5	-	264	0,0	0,0	0,0	0,00	0,00	0,00	0,00	0,00

18.2.2 An employee's vacation allowance will not be reduced during:

- One or more periods of illness of twenty (20) working days or less during the year
- A parental leave provided for in article 22 except when the provisions of articles 22.4.5, 22.5.3, 22.5.10 and 22.6.1 apply
- An extension of maternity leave granted under article 22.2.8 for a maximum of six (6) weeks
- The first thirty (30) working days of an absence resulting from a workplace accident or occupational illness
- A leave without pay of a maximum duration of thirty (30) working days.

18.3 Vacation selection

18.3.1 Vacation shall be taken in periods of at least one (1) week at a time whenever possible.

18.3.2 The manager shall establish the vacation schedule for his department, taking into account the choice of employees subject to the needs of the service.

The supervisor shall grant vacation requests based on seniority.

18.3.3 An employee's vacation dates may only be changed by agreement between the employee and his manager.

18.3.4 Between April 1 and May 1 of each year, each employee submits to his manager his desired vacation dates for the summer period.

18.3.5 The summer period is from June 15 to August 15.

18.3.6 Vacation requests submitted after May 1 shall be attributed on a first come first served basis.

18.3.7 The College may require all employees to take part of their summer vacation at the same time.

This general vacation period will not exceed two (2) weeks and employees will be notified at least three (3) months in advance.

18.3.8 The employee must specify their priority vacation block of a maximum of three weeks when submitting their summer vacation request.

Once the manager has granted the employees of his service or department their choice of the priority vacation block, the additional vacation weeks may be scheduled.

18.3.9 An employee who has accrued less than four (4) weeks of vacation may borrow vacation from their allotment for the upcoming operational year in order increase their number of weeks of vacation to a maximum of four (4) weeks.

18.4 Vacation postponement

18.4.1 An employee who is called back to work during his vacation shall be remunerated at the rate of two hundred percent (200%).

The unused vacation will be replaced by a date agreed upon between the employee and his manager.

18.4.2 Employees who are unable to take all of their vacation allotment during the same year may postpone up to five (5) days to the following year.

In extenuating circumstances, additional vacation days may be postponed subject to the approval of the Director General.

18.4.3 An employee whose vacation request is not approved, or who has his vacation canceled for operational reasons and who cannot take it during the same operating year may, exceptionally, carry over his unused vacation to the next operating year.

18.4.4 An employee who is unable to take his vacation because of an absence due to sickness, maternity, paternity or adoption leave, work accident or occupational illness, may postpone his vacation to the end of his leave.

Before returning to work following a leave, the employee shall take the vacation he has accrued during the previous operating year.

18.5 Vacation payment

18.5.1 If not taken during an operating year, vacation days are not payable.

18.5.2 An employee who leaves the employ of the College is entitled to payment for unused vacation days as of the date of departure. In the event of the employee's death, the amount shall be remitted to his beneficiaries.

ARTICLE 19 HOLIDAYS

19.1 Full-time employees are entitled to the following thirteen (13) holidays per year with pay:

- New Year's Day
- January 2
- Good Friday
- Easter Monday
- Journée des Patriotes
- Fête Nationale
- Canada Day
- Labour Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- Boxing Day
- New Year's Eve

19.2 An employee who works on one of these holidays shall be compensated at the rate of two hundred per cent (200%) in addition to receiving one (1) compensatory day off during the month that precedes or follows the holiday, after agreement between the College and the employee.

- 19.3 For part-time and seasonal employees, the compensation payment for the holiday is based on one-twentieth (1/20) of the wages earned during the four (4) complete weeks of pay preceding the week of the holiday, excluding overtime.

ARTICLE 20

LEAVES

20.1 Family events

- 20.1.1 An employee, unless receiving compensation from his benefits plan or benefiting from another type of leave, is entitled to leave with pay in the following cases:
- His marriage or civil union: five (5) consecutive working days including the day of the marriage or civil union
 - Marriage or civil union of his child, parent, or sibling: one (1) day on the day of the marriage or civil union
 - Death of his spouse or child: five (5) consecutive working days, including the day of the funeral
 - Death of his parent, parent-in-law, sibling, sibling-in-law, child-in-law: three (3) consecutive working days including the day of the funeral
 - Death of grandparents or grandchildren, if the deceased was residing at the employee's home: three (3) consecutive working days, including the day of the funeral
 - Death of his grandparents or grandchildren, if the deceased lived outside the employee's home: the day of the funeral.

The employee may postpone a bereavement day to attend the cremation or burial of the deceased if it takes place at a later date.

- 20.1.2 The employee is entitled to one (1) extra day of leave if the event occurs at least two hundred and forty (240) kilometres from his home.

- 20.1.3 In all cases, the employee must inform his supervisor and produce upon request a proof or certification of the event whenever possible.

20.2 Family responsibilities

- 20.2.1 An employee is entitled to leave without pay in order to fulfill family obligations as defined in sections 79.7 to 79.16 of the Labour Standards.

- 20.2.2 An employee who is absent to fulfill family obligations cannot contribute to his pension plan during his absence.

The employee must contact Retraite Québec to agree on the terms and conditions for buying back service, so as not to be penalized in the calculation of his pension.

An employee who requires a reduction in his workload may request that his contribution be maintained under the terms and conditions applicable to the reduction in working time stipulated by Retraite Québec.

20.3 Moving or emergencies

20.3.1 An employee, unless receiving compensation from his employee benefits plan or benefiting from another type of leave, is entitled, on an annual basis, to one (1) day of leave with pay due to:

- His move;
- A case of “force majeure” beyond his control that prevents him from working.

The College may require a supporting document in connection with the absence.

20.4 Pedagogical activities

20.4.1 With prior written request and approval of the College, an employee may take a leave with pay to:

- Present a lecture or course in the his field of competency
- Participate in a seminar, convention or information session, provided these are related to his duties
- Serve on a ministerial committee.

20.4.2 If the employee who takes a leave under this article receives remuneration or fees related to these activities, the College may require that he remit the College the remuneration or fees up to the value of his salary for the corresponding period.

20.5 Internal mobility

20.5.1 A regular employee who temporarily leaves his position in order to occupy another position at the College that is not covered by the accreditation certificate shall be granted a leave without pay for a maximum of three (3) years.

20.6 Jury duty

20.6.1 An employee called for jury duty shall be paid during this period of absence.

20.6.2 The employee must remit to the College the value of the jury duty stipend received, excluding expenses.

20.6.3 The employee called for a jury duty must notify the College and produce proof of the absences related to it.

Whenever he is released from jury duty for a partial or full day, he must report to work.

His absence record must accurately reflect jury duty service.

20.7 Public office

- 20.7.1 The College recognizes the right of employees to participate in public affairs.
- 20.7.2 An employee elected as a member of parliament, member of the national assembly, mayor, city councillor, or school commissioner shall be granted leave without pay for a maximum of four (4) years.
- 20.7.3 Regular employees conserve the rights and benefits guaranteed by the collective agreement and continue to be subject to union regulations.
- 20.7.4 An employee elected in a municipal or school election, or to the board of directors of a hospital or of a local community services centre, shall be granted leave without pay for meetings or for the official activities of his elected position held during working hours.
- He must inform the College in writing in advance.

20.8 Personal days

- 20.8.1 Employees are entitled to up to two (2) personal days per year with pay. The number of days is prorated based on the employee's regular hours.
- 20.8.2 Employees who wish to take one of their personal days must advise their supervisor as soon as they foresee the need for the absence.
- 20.8.3 Personal days can be taken in half-days.
- 20.8.4 If not taken during an operating year, personal days cannot be carried forward nor are they payable.
- 20.8.5 An employee who is absent from his work because of his faith or his religious convictions must use his vacation days or his personal days in order to be paid for the period of absence.

20.9 Sick days

- 20.9.1 Employees are entitled to up to five (5) sick days per year with pay. The number of days is prorated based on the employee's regular hours.
- 20.9.2 The employee must notify his manager of any absence for health reasons from the first day of absence.
- 20.9.3 The College may require a medical certificate when the frequency or sequence of absences justifies it.
- 20.9.4 Sick days can be taken in half days.

- 20.9.5 An absence for health reasons that exceeds three (3) consecutive sick days must be attested to by a valid medical certificate in order:
- To be considered as a medical leave
 - To be credited back to the employee's bank of sick days.
- 20.9.6 If not taken during an operating year, sick days cannot be carried forward nor are they payable.

ARTICLE 21

LEAVES WITHOUT PAY OR WITH DEFERRED PAY

21.1 General provisions

- 21.1.1 Leaves provided for in this article are full-time.
- 21.1.2 Only an employee with a minimum of three (3) years of seniority is eligible to apply.
- 21.1.3 Leave under this article can only be taken once (1) per period of five (5) years, which is counted from the end of the previous leave.
- 21.1.4 Leaves cannot be combined sequentially to form an extended period of leave of more than two (2) years.
- 21.1.5 Leaves under this article are subject to tax laws and the provisions of RREGOP.
- 21.1.6 An employee on leave without pay is not covered by short-term or long-term disability insurance.
- 21.1.7 An employee on leave must maintain their basic group insurance coverage and assume all costs. These are communicated to him by the College.
- Non-payment of premiums will void insurance coverage. Optional plans can be canceled at any time.
- 21.1.8 An employee on leave who wishes to return to work before his initially scheduled return must notify the College in writing at least thirty (30) working days in advance.
- 21.1.9 An employee who does not report for work on the working day following the end of the leave shall be deemed to have resigned, unless the absence is authorized under the provisions of the collective agreement. In such a case, the employee must inform the College of the reasons for his absence before the end of his leave.
- 21.1.10 Upon his return to work, the employee shall be reinstated in his former position with the same benefits, including the salary to which he would have been entitled if he had remained at work.

21.1.11 If, at the end of the leave, the position held by the employee no longer exists, the College recognizes all the rights and privileges to which he would have been entitled if he had been at work when his position was abolished.

21.2 Leave without pay

21.2.1 The College may grant full-time leave without pay to a regular employee who so requests in writing.

21.2.2 An employee who wishes to take a leave without pay must submit his request at least two (2) months before it takes effect. The employee must indicate the reason for the leave as well as its duration, including the date of return to work.

The College shall send the Union a copy of the request and a copy of the response within ten (10) working days.

21.2.3 The duration of a leave shall not exceed twelve (12) months, unless the parties agree to an extension.

21.2.4 The College may grant an employee leave without pay for up to twenty-four (24) months to pursue an internal employment opportunity.

21.2.5 An employee on full-time leave without pay cannot contribute to his pension plan during the leave. The employee must inquire about the buy-back terms with Retraite Québec before his leave and agree directly with this body on any buy-back agreement.

21.2.6 At the end of his leave without pay, the employee resumes his position and must continue to work at the College for at least two (2) years.

21.3 Leave with deferred pay

21.3.1 An employee on disability leave or on leave without pay is not eligible for a leave with deferred pay.

21.3.2 A leave with deferred pay consists of an accumulation period, during which the employee works and a portion of his salary is deferred, followed by a paid leave period.

21.3.3 The employee continues to accumulate seniority during the entire leave with deferred pay, but only accumulates experience during the deferral period.

21.3.4 During the leave period, the employee cannot receive remuneration from the College or from any other person or company with which the College has a business relationship.

Accumulation period

21.3.5 The duration of the accumulation period may be for two (2), three (3), four (4) or five (5) years.

21.3.6 During the accumulation period, the employee receives the following percentage of his salary:

<u>Period</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
6 months	75,0%	83,33%	87,50%	90,00%
7 months	70,83%	80,56%	85,42%	83,33%
8 months	66,67%	77,78%	83,33%	86,67%
9 months	75,00%	81,25%	85,00%	
10 months	72,22%	79,17%	83,33%	
11 months	69,44%	77,08%	81,67%	
12 months	66,76%	75,00%	80,00%	

Leave period

21.3.7 The duration of the leave period can be from six (6) months to one (1) year.

The leave period cannot be interrupted except for a leave resulting from the application of article 18 of the collective agreement.

Timeframes

21.3.8 An employee who wishes to take a leave without pay must complete and submit his request at least two (2) months before the plan takes effect. The request must specify the start and end dates of the accumulation period as well the leave period.

21.3.9 The leave must begin no later than six (6) months following the date on which the accumulation period ends.

21.3.10 The duration of the leave with deferred pay plan may be extended only in the cases and in the manner provided for in articles 21.3.13, 21.3.14 and 21.3.15.

21.3.11 At the end of his leave with deferred pay, the employee resumes his position and must continue to work at the College for a period equivalent to the duration of his leave, subject to the provisions of the collective agreement.

Cancellation

21.3.12 An employee who leaves the College, retires, dies or withdraws from the plan shall be subject to the following conditions:

- The employee who has not already taken the leave shall be reimbursed by the College for his contribution without interest.
- An employee already on leave receives from the College the balance of the salary withheld during the accumulation period.

Disability

21.3.13 The following provisions shall apply to an employee who becomes disabled:

When the disability occurs during the leave period:

- The employee must notify the College as soon as the disability occurs
- The disability is not covered during the leave period
- It will be presumed to start on the date of his return to work.

When the disability begins before the leave period, the employee must choose between one of the following options:

- End the deferred pay plan
- Postpone the application of the deferred pay plan until the end date of his disability period.

Maternity, paternity or adoption leave

21.3.14 If a maternity, paternity or adoption leave occurs during the plan, the employee's participation shall be suspended for the duration of the leave and the plan shall be extended accordingly.

However, if the maternity, paternity or adoption leave occurs prior to the leave period, the employee may put an end to the plan.

The College shall remit to the employee the balance of the salary retained during the accumulation period of the plan.

His pension contributions shall be based on the amounts reimbursed.

21.3.15 If for any reason the employee cannot take advantage of the leave period, he can make an agreement with the College to:

- Cancel the plan
- Postpone the leave period to a later date.

ARTICLE 22 PARENTAL RIGHTS

22.1 General provisions

22.1.1 When the terms stipulated in this article differ from those provided for by law, the latter shall prevail in all circumstances.

22.1.2 Maternity, paternity and adoption benefits shall only be disbursed as a supplement to parental insurance benefits or employment insurance benefits, as the case may be, or in the cases provided for below, as payments during a period of absence for which the QPIP or the EIP does not apply.

Maternity, paternity and adoption benefits shall only be paid during those weeks for which employees receive or would receive QPIP or EIP, had they applied for it.

In the case where the employee shares with his or her spouse the adoption or parental benefits provided for by the QPIP and by the EIP, the indemnity is paid only if the employee actually receives a benefit from one of these plans during the maternity leave provided for in section 22.2, the paternity leave provided for in section 22.4 or the adoption leave provided for in section 22.5.

22.1.3 When both parents are female, the benefits and advantages granted to the father shall be granted to the mother who did not give birth to the child.

22.1.4 The College shall not reimburse to the employee any amounts that could be payable to provincial or federal authorities under the QPIP or the EIP.

The basic weekly salary, deferred basic weekly salary and severance payments shall not be increased or decreased by the amounts received under the QPIP or the supplementary EIP.

22.1.5 Unless otherwise stated, this article may not result in monetary or non-monetary benefits conferred on employees beyond what they would have received had they remained at work.

22.2 Maternity leave

Eligibility and duration of maternity leave

22.2.1 A pregnant employee who is eligible for the QPIP shall be entitled to twenty-one (21) weeks of maternity leave, which must be taken consecutively, subject to article 22.2.9.

22.2.2 A pregnant employee who is eligible for the EIP shall be entitled to twenty (20) weeks of maternity leave, which must be taken consecutively, subject to article 22.2.9.

22.2.3 A pregnant employee who is ineligible for either the QPIP or the EIP shall be entitled to twenty (20) weeks of maternity leave, which must be taken consecutively, subject to article 22.2.9.

22.2.4 An employee who becomes pregnant while on full-time or part-time leave without pay, as provided for in this article, is also entitled to this maternity leave and to the benefits provided for in articles 22.2.11, 22.2.12 and 22.2.13 as the case may be.

22.2.5 A pregnant employee shall also be entitled to this maternity leave if the pregnancy is interrupted as of the beginning of the twentieth (20th) week preceding the due date.

22.2.6 An employee whose spouse dies shall be granted the residual of the maternity leave as well as the related rights and benefits.

Distribution of maternity leave

22.2.7 The employee shall determine the distribution of the maternity leave before and after the delivery according to the terms of the QPIP.

This leave shall be simultaneous with the period of payment of QPIP benefits and begins no later than the week following the start of payment of QPIP benefits.

The employee who is ineligible for the QPIP shall determine the distribution of maternity leave before and after the delivery, and shall include the day of the delivery.

Extension of maternity leave

22.2.8 If the birth takes place after the due date, the employee shall be entitled to an extension of maternity leave equal to the period between the due date and the actual delivery date, unless already entitled to at least two (2) weeks' maternity leave after the birth.

An extension of maternity leave may be granted if the state of health of the employee or that of the baby so require, as attested by a medical certificate indicating the duration of this extension.

During this extension, the employee shall be considered on leave without pay and shall receive no benefits or allowances from the College. During this period, the employee shall be covered by article 22.6.1 for the first six (6) weeks and subsequently by article 22.6.3.

Interruption of maternity leave

22.2.9 If the employee has sufficiently recovered from the delivery, but the child is hospitalized, the employee may, upon agreement with the College, interrupt the maternity leave and return to work during the child's hospitalization.

At the employee's request, a maternity leave may be broken down into weeks, suspended and resumed at a later date for the following situations and timeframes:

- During the child's hospitalization.
- During the employee's leave due to an accident or illness unrelated to the pregnancy, up to a maximum of fifteen (15) weeks.
- During the employee's leave because of a situation covered under article 79.8 of the Labour Standards, up to a maximum of six (6) weeks.

During this interruption, the employee shall be considered on leave without pay and shall receive no benefits or allowances from the College, but shall receive the benefits provided for in article 22.8.4.

In all such cases, the employee must provide a medical certificate attesting to the reasons for and the duration of the interruption of the maternity leave.

22.2.10 When the maternity leave interrupted under article 22.2.9 resumes, the College shall pay any benefits to which the employee would have been entitled had the maternity leave not been interrupted, for the number of weeks of coverage remaining under articles 22.2.11, 22.2.12 and 22.2.13.

Cases eligible for the QPIP

22.2.11 A regular employee who has accumulated twenty (20) weeks of service and is eligible for benefits under the QPIP shall also be entitled to receive, for the twenty-one (21) weeks of the maternity leave, a benefit calculated according to the following formula:

1° by adding:

- a) the amount representing one hundred per cent (100%) of the employee's basic weekly salary up to two hundred and twenty-five dollars (\$225); and,
- b) the amount representing eighty-eight per cent (88%) of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a);

2° and, by subtracting from this sum the amount of maternity or parental benefits the employee is receiving, or would receive upon request, from the QPIP.

This benefit shall be based on the QPIP benefit to which the employee is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the QPIP.

If the employee works for more than one employer, the benefit shall be equal to:

- the difference between the amount established in paragraph 1°; and,
- the amount of the QPIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers.

To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the QPIP.

Cases eligible for the EIP

22.2.12 An employee who has accumulated twenty (20) weeks of service and who is eligible for benefits under the EIP, but ineligible for the QPIP, shall be entitled to:

1. For each week of the waiting period provided for in the EIP, a benefit calculated according to the following formula:

By adding:

- a) the amount representing one hundred per cent (100%) of the employee's basic weekly salary up to two hundred and twenty-five dollars (\$225); and,
- b) the amount representing eighty-eight per cent (88%) of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a).

2. For each week following the period provided for in paragraph 1, a benefit calculated according to the following formula:

1° by adding:

- a) the amount representing one hundred per cent (100%) of the employee's basic weekly salary up to two hundred and twenty-five dollars (\$225); and,
- b) the amount representing eighty-eight per cent (88%) of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a);

2° and, by subtracting from this sum the amount of maternity or parental benefits the employee is receiving, or would receive upon request, from the QPIP.

This indemnity shall be calculated using the EIP benefit to which the employee is entitled, without counting the amounts subtracted from such benefit in reimbursement of benefits, interest, penalties and other amounts recoverable under the EIP.

If the employee works for more than one employer, the benefit shall be equal to:

- the difference between the amount established in paragraph 1°; and,
- the amount of the EIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers.

To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the EIP.

In addition, should there be a reduction in the number of weeks of EIP benefits to which the employee would have been entitled had she not benefited from EIP benefits before her maternity leave, the employee shall continue to receive, for a period equivalent to the number of weeks subtracted, the benefit provided for in the first (1st) subparagraph of paragraph b) as though EIP benefits had been received during this period.

In the benefit it pays out to an employee on maternity leave, the College cannot compensate for the reduction in benefits from the QPIP or the EIP attributable to remuneration from another employer unless the employee can demonstrate, by providing a letter to this effect from the other employer, that the remuneration is a regular salary. If the employee can only demonstrate that part of the remuneration is a regular salary, the compensation shall be limited to that portion. The employer that pays this regular salary must produce such a letter upon the employee's request.

The total amount received by the employee during the maternity leave in benefits, allowances and remuneration from the QPIP or the EIP must not exceed the gross amount established in paragraph 1° of section 22.2.11 and in subparagraph 1° of paragraph 2 of article 22.2.12, if applicable. This formula must be applied to the sum of the basic weekly salaries received from the College or, where applicable, from the various employers.

Cases ineligible for the QPIP or the EIP

22.2.13

An employee who is not entitled to QPIP or EIP benefits is also excluded from any benefit provided for in articles 22.2.11 and 22.2.12.

However, an employee who has accumulated twenty (20) weeks of service is entitled to a benefit calculated according to the following formula, for a period of twelve (12) weeks, if she does not receive benefits from the QPIP or from parental rights plan administered by another province or territory:

1° by adding:

- a) the amount representing one hundred per cent (100%) of the employee's basic weekly salary up to two hundred and twenty-five dollars (\$225); and,
- b) the amount representing eighty-eight per cent (88%) of the difference between the employee's basic weekly salary and the amount established in the preceding subparagraph a).

The total amount received by the employee during the maternity leave in benefits, allowances and remuneration from the QPIP or the EIP must not exceed the gross amount established in paragraph 1° of article 22.2.13. This formula must be applied to the sum of the basic weekly salaries received from the College or, where applicable, from the various employers.

22.2.14

In the cases provided for under articles 22.2.12 and 22.2.13:

- No indemnity shall be paid during vacation periods for which the employee receives remuneration.
- In the case of an employee eligible for the QPIP or the EIP, the benefit shall be paid every two (2) weeks, the first (1st) instalment to be paid fifteen (15) days after the College receives from the employee her QPIP or EIP statement of benefits.
- The basic weekly salary of part-time employees shall be their average basic weekly salary paid by the College for the twenty (20) weeks preceding the maternity leave. If, during this period, the employee has received benefits based on a certain percentage of this regular salary, the employee's basic salary for the maternity leave shall be based on the basic salary on which such benefits were based.

In addition, any period during which an employee on preventative leave provided for in article 22.3.2 does not receive any benefits from the CNESST is excluded for the purposes of calculating her average basic weekly salary.

If the period of twenty (20) weeks preceding a part-time employee's maternity leave includes the date on which the salary rates and scales are increased, the employee's basic weekly salary shall be based on the salary rate in effect at that date. If, however, the maternity leave includes this date, the basic weekly salary shall be adjusted on that date in accordance with the applicable salary scale adjustment formula. The provisions of this paragraph shall constitute one of the express stipulations covered by article 22.1.5.

Early return to work

22.2.15

A maternity leave may be less than the period provided for in article 22.2.2. If returning to work within two (2) weeks following the birth of the child, the employee shall produce, upon the College's request, a medical certificate attesting to the employee's ability to return to work.

22.3 Leaves during pregnancy and breastfeeding

Interim assignment

- 22.3.1 By presenting a medical certificate, an employee may request an interim assignment to another vacant position for which she is qualified, subject to the applicable provisions of the collective agreement, if the working conditions of her regular position entail health risks to the employee or the child during pregnancy or breastfeeding.

Preventative leave

- 22.3.2 If an interim assignment is not possible, the employee shall be placed immediately on preventative leave. Unless an interim assignment occurs subsequently to put an end to this preventative leave, it shall continue until the date of delivery, or until the end of the breastfeeding period, as the case may be.

During this preventative leave, compensation is governed by the provisions of the Act Respecting Occupational Health and Safety.

However, upon the employee's written request, the College shall pay the employee an advance on the forthcoming compensation, based on payments that can be anticipated. If the CNESST pays the anticipated indemnity, the College shall be reimbursed accordingly. If not, the College shall be reimbursed at the rate of ten percent (10%) of the remuneration payable per pay period, until the debt is paid off. However, if the employee exercises her right to request a review of the CNESST's decision or to contest such decision before the TAT, reimbursement shall be due only once the decision is rendered.

- 22.3.3 A pregnant employee shall be entitled to leave for a period of time prescribed by a medical certificate in the following situations:
- Complications or risk of miscarriage that requires the employee to stop work temporarily
 - Natural or induced termination of pregnancy
 - Visits to a health care professional that are related to the pregnancy, up to a maximum of four (4) days with pay, which can be taken in half (1/2) days.

- 22.3.4 The College shall attempt to adjust the pregnant employee's schedule so that she may attend prenatal courses or exercises

22.4 Paternity leave

Five-day paternity leave

- 22.4.1 An employee whose spouse delivers a child and who is deemed to be one of the child's parents shall be entitled to leave with pay for a maximum of five (5) working days at the time of the birth of the child, or in the case of termination of pregnancy, after the beginning of the twentieth (20th) week prior to the due date. This leave must be taken

between the beginning of the actual delivery and the end of the fifty-second (52nd) week following the week of the child's birth.

If the leave begins after the fifteenth (15th) day following the return home of the spouse or of the child, it must be taken continuously and immediately before the leave provided for in article 22.4.2, otherwise, it may be taken discontinuously.

Five-week paternity leave

- 22.4.2 An employee whose spouse delivers a child and who is deemed to be one of the child's parents shall also be entitled to paternity leave for a maximum of five (5) weeks, which, subject to article 22.4.6, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52nd) week following the week of the child's birth.

If the employee is eligible for QPIP or EIP, this leave shall be simultaneous with the period during which benefits are payable under the applicable plan and shall begin no later than the week following the beginning of payment of these benefits.

Cases eligible for the QPIP or the EIP

- 22.4.3 During a five-week paternity leave, a regular employee shall receive an indemnity equal to the difference between their basic weekly salary and the amount of benefits they are receiving, or would receive upon request, under the QPIP or the EIP.

This indemnity shall be calculated using the QPIP or EIP benefits to which the employee is entitled, without counting the amounts subtracted from such benefits in reimbursement of benefits, interest, penalties and other amounts recoverable under the QPIP or the EIP.

However, if the employee works for more than one (1) employer, the indemnity shall be equal to the difference between one hundred percent (100%) of the basic salary paid by the employer and the amount of the QPIP or EIP benefit corresponding to the proportion of the basic weekly salary paid with respect to the total basic weekly salaries paid by all of the employers.

To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the QPIP and the EIP.

Cases ineligible for the QPIP or the EIP

- 22.4.4 An employee who is not eligible for the QPIP or the EIP receives an indemnity equal to their basic weekly salary during a five-week paternity leave.

Extension of paternity leave

- 22.4.5 Before the expiry of the paternity leave, the employee shall be entitled to extend it by providing a medical certificate attesting to the fact that the child's state of health so requires, and indicating the duration of this extension.

During this extension, the employee shall be considered on leave without pay and shall receive no benefits or indemnities from the College, but shall receive the benefits provided for in article 22.8.3.

Interruption of paternity leave

22.4.6 If the child is hospitalized, the employee may interrupt the paternity leave, upon agreement with the College, and return to work for the duration of the hospitalization.

At the employee's request, the five-week paternity leave may be broken down into weeks, suspended and resumed at a later date for the following situations and timeframes:

- During the child's hospitalization
- During the employee's leave due to accident or illness, up to a maximum of twenty-six (26) weeks
- During the employee's leave because of a situation covered by sections 79.8 to 79.12 of the Labour Standards.

During such an interruption, the employee shall be considered on leave without pay and shall receive no benefits or indemnities from the College, but shall receive the benefits provided for in article 22.8.3.

In all such cases, the employee must provide the College with a medical certificate attesting to the reasons for and the duration of the interruption of the paternity leave.

22.5 Adoption leave

Eligibility and duration of adoption leave

22.5.1 An employee who legally adopts his spouse's child shall be entitled to a leave of no more than (5) working days. This leave may be discontinuous but may not be taken more than fifteen (15) days have elapsed after the child arrives at home. One (1) of these five (5) days may be taken for the child's baptism or birth registration. The employee must provide the College with advanced notice of the leave as soon as possible.

22.5.2 An employee who legally adopts a child shall be entitled to a maximum of fifty-two (52) weeks of adoption leave, which must be taken consecutively, subject to article 22.4.5. For employees eligible for the QPIP, the leave shall be taken simultaneously with the period during which benefits are paid under QPIP and must begin no later than the week following the start of parental benefits.

For employees who are ineligible for the QPIP, the leave must be taken after the placement order of the child or the equivalent in the case of an international adoption, in accordance with the adoption plan, or at another time agreed upon with the College.

Extension of adoption leave

22.5.3 Before the expiry of the adoption leave, the employee shall be entitled to extend it by providing a medical certificate attesting to the fact that their child's state of health so requires and indicating the duration of the extension.

During this extension, the employee shall be considered on leave without pay and shall receive no benefits or indemnities from the College, but shall receive the benefits provided for in article 22.8.3.

Interruption of adoption leave

22.5.4 If the child is hospitalized, the employee may interrupt the adoption leave, upon agreement with the College, and return to work for the duration of the hospitalization.

At the employee's request, the adoption leave may be broken down into weeks, suspended and resumed at a later date for the following situations and timeframes:

- During the child's hospitalization
- During the employee's leave due to accident or illness, up to a maximum of twenty six (26) weeks
- During the employee's leave because of a situation covered by sections 79.8 to 79.12 of the Labour Standards.

During such an interruption, the employee shall be considered on leave without pay and shall receive no benefits or allowances from the College, but shall receive the benefits provided for in article 22.8.3.

In all such cases, the employee must provide the College with a medical certificate attesting to the reasons for and the duration of the interruption of the adoption leave.

22.5.5 When the employee resumes the interrupted leave under article 22.4.5, the College shall pay any benefits and indemnities to which the employee would have been entitled had the adoption leave not been interrupted, for the number of weeks remaining under 22.5.2.

Cases eligible for the QPIP or the EIP

22.5.6 During the five (5) weeks of adoption leave provided for in article 22.5.2, the employee shall receive an indemnity equal to the difference between their basic weekly salary and the amount of benefits they are receiving, or would receive upon request, under the QPIP or the EIP.

This indemnity shall be calculated using the QPIP or EIP benefit to which the employee is entitled, without counting the amounts subtracted from such benefits in reimbursement of benefits, interest, penalties and other amounts recoverable under the QPIP or the EIP.

If the employee works for more than one (1) employer, the benefit shall be equal to the difference between one hundred percent (100%) of the basic salary paid by the employer and the amount of the QPIP or EIP benefit corresponding to the proportion of the basic

weekly salary paid with respect to the total basic weekly salaries paid by all of the employers.

To this end, the employee shall produce for each employer a statement of the weekly salary paid by each employer and the amount of the benefit payable under the QPIP or the EIP.

- 22.5.7 In the benefit it pays to the employee, the College cannot compensate for the reduction in benefits from the QPIP or EIP attributable to remuneration from another employer unless the employee can demonstrate, by providing a letter to this effect from the employer paying the remuneration, that the remuneration is a regular salary. If the employee can demonstrate that only part of the remuneration is a regular salary, the compensation shall be limited to that portion. The employer that pays this regular salary must produce such a letter upon the employee's request.

The total amount received by the employee during the adoption leave in QPIP or EIP benefits, indemnities and remuneration, shall not exceed one hundred percent (100%) of the basic weekly salary paid by the College or, if applicable, by the various employers.

- 22.5.8 In cases provided for in article 22.5.6:
- No indemnity shall be paid during vacation periods for which the employee receives remuneration.
 - In the case of an employee eligible for the QPIP or the EIP, the benefit shall be paid every two (2) weeks, the first (1st) instalment to be paid fifteen (15) days after the College receives from the employee her QPIP or EIP statement of benefits.

If, during this period, the employee has received benefits based on a certain percentage of his regular salary, the basic salary for the adoption leave shall be based on the basic weekly salary on which such benefits were based.

If the period of twenty (20) weeks preceding the adoption leave includes the date on which the salary rates and scales are increased, the basic weekly salary shall be based on the salary rate in effect on that date. If the adoption leave includes this date, the basic weekly salary shall be adjusted on that date in accordance with the applicable salary scale adjustment formula. The provisions of this paragraph shall constitute one of the express stipulations covered by article 22.1.5.

Cases ineligible for the QPIP or the EIP

- 22.5.9 An employee who adopts a child other than the child of a spouse but who is not eligible for the QPIP or the EIP shall receive, during the leave provided for in article 22.5.2, une indemnité égale au salaire hebdomadaire de base de cet employé.

Adoption leave without pay

- 22.5.10 An employee who adopts a child other than the child of a spouse shall be entitled to leave without pay of no more than ten (10) weeks following the date they take charge of the child, plus required travel time if the adoption occurs outside Quebec.

The adoption leave shall end no later than the week following the start of QPIP benefits and the provisions of article 22.5.2 shall apply.

- 22.5.11 If, following an adoption leave for which the employee has received benefits under articles 22.5.6 ou 22.5.9, the adoption does not take place, the employee shall be deemed to have been on leave without pay and shall reimburse such benefits at a rate of ten percent (10%) of the remuneration per pay period, until the debt is paid off, unless otherwise agreed upon by the parties.

22.6 Extension of a maternity, paternity or adoption leave

Leave without pay

- 22.6.1 The employee shall be entitled to one (1) of the following :
- Full-time leave without pay for a maximum of fifty-two (52) consecutive weeks, ending no later than seventy (70) weeks following the birth of the child or, in the case of an adoption, seventy (70) weeks after the parent assumes responsibility for the child
 - Full-time or part-time leave without pay for a maximum duration of two (2) years following the end date of the employee's maternity, paternity or adoption leave. During this leave, the employee, with thirty (30) days advanced written notice, is entitled to make one (1) of the following changes once (1 time):
 - From a full-time leave without pay to part-time leave without pay or vice versa, as the case may be
 - From part-time leave without pay to a different part-time leave without pay.

These changes shall take effect thirty (30) days following the request unless an agreement is entered upon between the employee and the College.

The part-time employee is also entitled to this partial leave without pay. However, the other provisions of the agreement concerning the determination of the number of hours of work remain applicable.

The employee who does not take any of these leaves to which they are entitled may take the portion of leave unused by their spouse as either full-time leave without pay or part-time leave without pay.

- 22.6.2 At the expiry of the extension of the maternity, paternity or adoption leave the employee shall return to their regular position.

Additional extension

- 22.6.3 At the end of one of the leaves provided for in articles 22.2.1, 22.5.2 and 22.6.1, the employee may work part-time (if possible in his department) for a period not exceeding two (2) consecutive years.

22.7 Notices regarding maternity, paternity and adoption leaves

22.7.1 To receive a maternity, paternity or adoption leave, the employee must give the College written notice at least two (2) weeks in advance and include the following:

- a medical certificate or a written report signed by a midwife confirming the pregnancy and the due date; or;
- proof of the adoption;
- the projected start and end dates of the leave.

The timeline for giving notice may be shorter if a medical certificate is provided stating that the pregnant employee must be relieved of her duties earlier than planned.

For any unforeseen circumstances, the employee shall be exempt from providing any notice to the College on the condition that the medical certificate states the need to take immediate leave from work.

22.7.2 To extend a maternity, paternity or adoption leave with a full-time or part-time leave without pay as provided in article 18.35, the employee must give the College written notice at least thirty (30) days in advance. The request must include the return date, and in the case of a part-time leave without pay, the work time arrangements.

22.7.3 The College shall, in the fourth (4th) week before the end of an employee's leave, send the employee a reminder indicating the date of expiry of the leave.

The employee who is notified shall report to work at the end of the leave, unless it is extended under the provisions of article 22.6.1.

22.7.4 An employee who has been notified four (4) weeks in advance by the College of the date of expiry of a leave without pay shall give advance notice of his return to work at least two (2) weeks before expiry of the leave. If the employee does not report for work on the scheduled return date, he is considered to have resigned

An employee who wishes to end a leave without pay before its scheduled expiry shall give written notice of his intent to return to work at least three (3) weeks in advance.

22.8 Avantages

22.8.1 During maternity leave as provided for in article 22.2.1 and for the first six (6) weeks of an extension provided for in article 22.2.8, or; during paternity leave as provided for in article 22., or; during the adoption leave provided for in articles 22.5.1 and 22.5.2, the employee shall receive the following benefits insofar as he is normally entitled to them:

- Group insurance, provided he pays his contributions
- Holidays
- Sick days
- Accumulation of seniority
- Accumulation of experience

- Priority of selection for a position in accordance with the provisions of the collective agreement as if they were at work.
- 22.8.2 Unless otherwise agreed upon with the College, the postponed vacation shall be taken immediately after the maternity, paternity or adoption leave.
- 22.8.3 An employee on a leave provided for in articles 22.4.5, 22.5.3, 22.5.10 and 22.6.1 accumulates seniority and experience as if he were at work.
- 22.8.4 An employee on a partial leave without pay to extend maternity, paternity or adoption leave accumulates:
- Seniority as if working full time
 - Experience for the purpose of step advancement based on actual time worked.
- 22.8.5 Indemnities or benefits provided for in the present article for which payments have begun prior to a strike or lockout shall continue to be paid during said strike or lockout.

ARTICLE 23

HEALTH AND SAFETY

- 23.1 With an aim to preventing work accidents and occupational illnesses, the College shall maintain the necessary health and safety measures on campus. The Union shall cooperate towards this end.
- 23.2 An employee who discovers a potentially dangerous situation must immediately notify the reception or his manager. The College shall take the necessary measures to correct the situation.
- 23.3 A dispute relating to occupational health and safety will first be discussed within the health and safety committee before being discussed at the CRT.
- 23.4 When the Union deems that the presence of the Union health and safety representative is required, his release time will be taken from the Union release bank.
- 23.5 The College shall send the Union a copy of any workplace accident or occupational illness report of an employee within five (5) working days of the report.
- 23.6 Employees shall not be required to provide the tools needed to perform their job.

Uniforms and equipment

- 23.7 The College shall provide free of charge to employees:
- Uniforms required due to the nature of their work
 - Protective equipment required under the Occupational Health and Safety Act
 - Protective clothing or equipment deemed essential by the College for occupational health and safety considerations.

- 23.8 The College decides if or when these items should be replaced.
- 23.9 The uniforms, clothing and protective equipment referred to in clause 23.7 remain the property of the College.

ARTICLE 24 DISABILITY

- 24.1 A period of disability is defined as a period of continuous absence or a series of successive periods of absence separated by less than forty-five (45) working days of full-time work or availability for full-time work, unless the employee can prove to the satisfaction of the College that the period of disability is due to an illness or accident unrelated to the previous disability.
- 24.2 Subject to a modification of the benefits program, an employee who is absent for health reasons is entitled to his full salary for the first thirty (30) days of absence, which corresponds to short-term disability.
- 24.3 As of the thirty-first (31st) day, the employee is covered by the long-term disability insurance in accordance with the College's insurance plan.
- 24.4 Disability leave can be for a maximum of twenty-six (26) weeks over a period of twelve (12) months when it results from an injury (except in the case of an employment injury within the meaning of the Act respecting industrial accidents and occupational diseases), organ or tissue donation, or domestic or sexual violence.
- 24.5 An employee receiving long-term disability benefits may, with the agreement of the College and upon presentation of a medical certificate attesting to his ability to return to work gradually during his rehabilitation period, be assigned all the tasks inherent to his position.
- 24.6 In the event an employee becomes incapable of fulfilling the normal requirements of his position due to a disability, the College, after discussion with the Union and the employee concerned, shall:
- Accommodate the employee with the disability in his position, or
 - Permit the employee with the disability to exchange positions with another employee, if the latter agrees.
- Both employees must meet the job requirements of their respective positions and shall become the incumbents in those positions.
- 24.7 In the event that the change in working conditions constitutes a demotion, the employee's salary rate is maintained until this rate is integrated into the new salary scale and corresponds to his new job class ("red circle").

- 24.8 A period of disability resulting from a self-inflicted illness or injury, alcoholism or drug addiction, active participation in any riot, insurrection, or criminal acts, or service in the armed forces shall not be recognized as a period of disability for the purposes of this section.
- 24.9 Notwithstanding the foregoing, the period during which an employee suffering from alcoholism or drug dependence receives medical treatment or care for the purpose of his rehabilitation will be considered as part of his period of disability.

ARTICLE 25

BENEFITS

25.1 Pension plan

Contribution to the Quebec Pension Plan and the Government and Public Employees Retirement Plan (RREGOP) is compulsory for all eligible employees. Retraite Québec administers RREGOP and provides information on their website.

25.2 Group insurance plan

- 25.2.1 According to the terms of the group insurance plan, employee participation is compulsory and is acquired as follows:
- After three (3) months for full-time regular and seasonal employees
 - After six (6) months for regular and seasonal part-time employees who have worked at least fifty (50) percent of a full-time workload
 - After six (6) months for occasional employees who have worked at least fifty (50) percent of a full-time workload or who have accumulated contracts totaling six (6) months. They must also continue to work for two (2) additional months.
- 25.2.2 The group insurance plan includes life, health and dental benefits, an employee assistance program, and, for employees less than sixty-five (65) years of age, long-term disability benefits.
- 25.2.3 An employee may opt out of the health and/or dental insurance portions of the plan by presenting proof of coverage under another policy.
- 25.2.4 Any optional coverage shall be the employee's sole responsibility.
- 25.2.5 All insurance benefits end on the employee's last day of work.
- Premiums**
- 25.2.6 The College shall inform the Union once (1 time) each year of the premium rates for basic and optional coverage.

- 25.2.7 The employee is one hundred percent (100%) responsible for long-term disability insurance premiums.
- However, the College will continue to credit the employee fifty percent (50%) of the cash value of the premiums as a “flexible credit,” unless material changes are made to the plan.
- 25.2.8 In return for the College's contribution to the insurance plan, the full amount of the government rebate for the registered plan goes to the College.
- 25.2.9 The College shall deduct the employee’s portion of the insurance premium in equal instalments from each pay.
- 25.2.10 The employee on paid leave continues to contribute to the group insurance plan. The College shall continue to contribute its portion of the premiums.
- The employee on unpaid leave who wishes to maintain his coverage must assume the full cost of the premiums.

Changes to the plan

- 25.2.11 The College shall consult the Union and shall consider the suggestions provided prior to making material changes to the group insurance plan.
- 25.2.12 The College shall not make material changes to the group insurance plan without the approval of the Union.
- 25.2.13 The College shall forward the details of any changes made to the group insurance plan to the Union within ten (10) working days of the modification.

25.3 Tuition fees

- 25.3.1 Employees who register for College courses shall not pay tuition.
- Children of full-time employees shall have full tuition exemption.
- Children of part-time employees shall have tuition exemption on a prorated basis.

ARTICLE 26 RETIREMENT

- 26.1 Most retirees are entitled to the following three (3) types of pensions:
- RREGOP
 - Quebec Pension Plan
 - Canada Old Age Security Pension.

- 26.2 Employees may retire at any time of the year. They must submit a written notice to the College at least three (3) months prior to their selected retirement date.
- 26.3 Employees must apply for their RREGOP pension with the help of Human Resources.
- 26.4 Employees must apply for their Quebec Pension Plan via Retraite Québec and for their Old Age Security Pension via Service Canada.
- 26.5 Unless material changes are made to the plan, group insurance remains available to employees during retirement, as well as to their spouses and dependent children for the lifetime of the retiree.
- Retirees must assume the full cost of the premiums.
- 26.6 Retirees retain library privileges, including access to the College's online databases, as long as there is no additional cost to the College.
- 26.7 Retirees may retain their Marianopolis email address. The College emails retirees on an occasional basis, not as part of regular correspondence.

26.8 Pre-retirement

- 26.8.1 Employees who are planning their retirement have two (2) options:
- Progressive retirement
 - Gradual retirement.
- 26.8.2 An employee can only participate in one (1) pre-retirement plan.
- 26.8.3 An employee participating in a pre-retirement plan will be subject to the working conditions of a regular part-time employee.
- 26.8.4 To be eligible for a pre-retirement plan, an employee must:
- Be a full-time regular employee, or a part-time regular employee who works at least forty percent (40%) of the regular workweek for his employment class
 - Participate in RREGOP
 - Be eligible for retirement at the end of the plan
 - Have made prior agreement to that effect with the College.
- 26.8.5 Employees who opt for a pre-retirement plan must retire at the end of the plan.
- 26.8.6 If the employee, for reasons beyond his control (for example, a strike, lockout or corrections made to his service record), is not eligible for retirement at the end of the plan, it shall be extended until he becomes eligible for retirement.
- 26.8.7 A pre-retirement plan shall end in the following circumstances:
- Retirement
 - Death

- Resignation
- Withdrawal with the College's approval
- Layoff
- Dismissal.

Request

- 26.8.8 The employee wishing to participate in a pre-retirement plan must submit a written request to the College at least sixty (60) days in advance. The request must specify:
- The choice of plan
 - Duration of the plan, which may vary from twelve (12) to sixty (60) months
 - Number of hours worked per week or per year, which may never be fewer than forty per cent (40%) of the hours specified for his employment class, per week or per year, as the case may be
 - Work schedule by week or by year.

Schedule

- 26.8.9 The percentage of the regular workweek or the work schedule may be changed if agreed in writing between the College and the employee.

**ARTICLE 27
DISCIPLINARY MEASURES**

27.1 General provisions

27.1.1 A disciplinary measure, with the exclusion of dismissal, aims at allowing an employee to correct problematic behaviour.

27.1.2 The College will apply progressive disciplinary measures, unless the employee's problematic behaviour is considered serious misconduct.

In such a case the College may determine that the appropriate measure is immediate suspension or dismissal at the first occurrence.

27.1.3 Disciplinary measures are:

- Letter of reprimand
- Suspension
- Dismissal.

27.1.4 The terms and conditions provided for in this article are binding unless there is a written agreement to the contrary between the College and the Union. Failure to comply will render the disciplinary measure null and void.

27.2 Disciplinary meeting

27.2.1 When the College wishes to meet with an employee on a subject that could give rise to a disciplinary measure, it must notify him at least twenty-four (24) hours in advance, indicating:

- The location of the meeting
- The date and time
- The reason
- The possibility of being accompanied by a Union representative.

The College informs the Union in writing at the same time.

27.2.2 The College is not obliged to summon the employee if the behaviour is of a criminal nature.

27.2.3 No disciplinary measure can be imposed if more than thirty (30) working days have elapsed after:

- The incident has occurred
- The College has knowledge of it.

27.2.4 No admission of guilt signed by the employee can be used against him before an arbitration tribunal if it is not signed:

- In the presence of a Union representative
- In the absence of a Union representative but not repudiated in writing by the employee within three (3) working days of signing.

27.3 Letter of reprimand

A letter of reprimand must be preceded by a verbal warning summarized in an email.

27.4 Suspension

27.4.1 A suspension must be preceded by a letter of reprimand indicating the reason. At the same time, the College informs the Union in writing.

27.4.2 The start and end dates of the suspension must be specified.

27.4.3 If an employee causes the College, its personnel, or its students damage that, by its gravity or its nature, requires immediate intervention, the College may suspend the employee without pay until such time as sanctions, which may include the employee's dismissal, have been determined.

27.4.4 In the case of a suspension without pay, the College has ten (10) working days to investigate and impose the sanction it deems appropriate.

The sanction must be communicated in writing to the employee and the Union. After this deadline, if no sanction has been imposed, the employee shall be reinstated to his position with his rights and shall be paid the salary that was previously withheld.

27.4.5 A suspended employee continues to accumulate seniority but not experience.

27.4.6 As long as regulations permit and as long as the suspended employee continues to pay his group insurance and pension contributions, the College must also maintain its contributions for the benefit of the employee.

27.5 Dismissal

27.5.1 A dismissed employee who has filed a grievance may, pending the arbitration decision, keep his group insurance plan and his pension plan provided he pays all the premiums.

If the arbitration decision confirms the dismissal, membership in the plans shall end immediately.

27.5.2 An employee who is dismissed or who resigns shall receive vacation pay in proportion to their period of employment that year, minus any vacation already taken.

27.5.3 An employee who is dismissed or who resigns shall be provided, upon request, with a letter of employment from the College stating:

- The position(s) occupied
- The duration of employment.

27.6 Amnesty period

An offence cannot be held against an employee after two hundred and twenty (220) working days have elapsed from the time of said offence, provided that there has not been a similar offence during the previous two hundred and twenty (220) working days.

ARTICLE 28

GRIEVANCE AND ARBITRATION PROCEDURES

28.1 All the deadlines provided for in this article are compulsory and cannot be modified without the agreement of the parties.

28.2 The deadlines provided for in the collective agreement are suspended during the period between June 15 and August 15 unless there is an agreement in this regard between the parties.

28.3 Grievance procedure

- 28.3.1 Before lodging a grievance, the employee may try, either alone or in the company of a Union representative, to solve the problem with his supervisor.
- 28.3.2 Failing a solution, the parties agree to follow the procedure set forth in the present article order to reach a settlement as quickly as possible.
- Any grievance shall be submitted and settled in accordance with the provisions set forth in the present article.
- 28.3.3 The Union must file a grievance within thirty (30) working days following knowledge of the events giving rise to the grievance, but no later than six (6) months after the occurrence of these events. It must submit the grievance to senior management in writing.
- 28.3.4 The wording of a grievance may be amended after it has been filed, as long as this does not change the nature of the original grievance.
- 28.4.5 The College may request a postponement of the arbitration date when the amendment is submitted within five (5) working days of the hearing.
- The cost of the postponement of the hearing shall be split equally between the parties.
- 28.3.6 A technical error in the wording of a grievance shall not invalidate it.
- 28.3.7 The College's senior management or one of its representatives has twenty (20) working days to respond with a decision in writing to the grievance filed by the Union.
- 28.3.8 The Union or the College may, following the decision, submit the matter to the CRT for discussion.

28.4 Reclassification grievances

- 28.4.1 The Union must send the arbitrator a copy of the reclassification request as well as the College's response no later than twelve (12) working days before the arbitration date.
- 28.4.2 Following a favourable decision by the arbitrator on a question of reclassification, the College may exercise one of the following options:
- Confirm the employee in his new position
 - Withdraw, within 10 working days, the tasks and responsibilities that justified the reclassification.

Notwithstanding the College's decision, the employee is entitled to the difference in remuneration between the two classes of employment for the period between the thirtieth (30) day preceding his request for reclassification and the date of the arbitration decision or that of the College's decision.

28.4.3 Following a reclassification, the employee who is confirmed in his new position shall automatically become the incumbent of said position.

He shall be presumed to meet the requirements of the position and have the qualifications required for this position only.

28.4.4 The employee's salary shall be established according to his new classification and at the step giving him a salary equal to or higher than that which he earned in his initial position.

28.4.5 Monetary compensation cannot be awarded for a period extending beyond the arbitrator's decision.

28.5 Arbitration procedure

28.5.1 A grievance cannot be submitted to arbitration after the thirtieth (30) working day following the date of the College's decision or the date of the CRT meeting.

The later of these two dates takes precedence.

28.5.2 When preparing arbitration rolls, the parties agree to give priority to grievances concerning:

1. Dismissal
2. Job priority and displacement
3. Suspension
4. Any other questions.

28.6 Arbitrator

28.6.1 The tribunal shall have a single arbitrator.

28.6.2 The arbitrator shall be chosen by the College and the Union from the list provided in Appendix 1. The arbitrators shall be called successively in the order in which the grievances are presented according to article 28.5.2.

If the arbitrator appointed according to the preceding paragraph is unable to act in this capacity, the grievance shall be submitted to the next arbitrator on the list.

28.6.3 The arbitrator shall decide all grievances in accordance with the law and the collective agreement; he cannot deviate from it in any way whatsoever.

28.6.4 When the parties cannot agree on the amount of the settlement following an arbitration decision, one of the parties may ask the arbitrator to decide this question.

The arbitrator may order that the amount will bear interest at the legal rate.

28.6.5 An arbitrator who accepts a reclassification grievance shall only order the payment of the difference in salary between the two positions.

28.6.6 To fulfill his mandate, the arbitrator must refer to the classification plan and establish a correspondence between the duties performed by the employee and those set out in the classification plan.

28.7 Hearing

28.7.1 The arbitrator may impose a formal and binding timetable for holding the arbitration sessions.

28.7.2 The arbitration sessions shall be public, however the arbitrator may order the sessions to be held in camera.

28.7.3 A party may request that the arbitration hearing be recorded.

28.7.4 All costs and fees resulting from the recording of a hearing are paid by the requesting party.

28.7.5 The arbitration sessions shall be held on College premises unless otherwise agreed upon by the parties.

28.7.6 Upon the request of either of the parties, a preparatory session must be held.

28.7.7 The purpose of the preparatory session is to:

- Outline the dispute and identify the issues to be discussed during the hearing
- Ensure the exchange of documentary evidence
- Plan the presentation of evidence to be produced in the course of the hearing
- Study the admissibility of certain facts
- Analyze any other question which could simplify or accelerate the hearings.

28.7.8 The parties shall inform the arbitrator and each other of the nature of the preliminary issues they intend to raise at least twelve (12) working days prior to the hearing.

28.7.9 A witness summons must be delivered at least five (5) full days before the hearing.

28.7.10 The travel and accommodation expenses of a witness shall be reimbursed by the party that issued the summons.

28.7.11 The College shall have the burden of presentation during the arbitration of a grievance relating to a change in working conditions not provided for in the collective agreement.

28.7.12 The College shall have the burden of proof in cases of suspension, dismissal or other disciplinary action.

28.8 Fees

- 28.8.1 The cost of arbitration, excluding postponement and cancellation fees, shall be shared equally by both parties, regardless of the outcome of the arbitration proceedings.
- 28.8.2 When the parties agree to a grievance settlement, the arbitrator's fees shall be shared equally between the parties unless there is a specific provision to this effect in the settlement agreement.
- 28.8.3 The compensation due to the arbitrator as a cancellation fee is assumed by the party who withdraws from its grievance or by the one who accedes to it.
- 28.8.4 The arbitrator's fees shall be paid only after two (2) signed copies of the decision have been deposited with the parties.

28.9 Postponements

- 28.9.1 The party who requests a postponement or cancellation, within thirty (30) days of the date of a hearing, shall pay all the associated costs and fees.
- 28.9.2 These costs and fees are shared equally between the parties when the request is made jointly by the parties.

28.10 Decision

- 28.10.1 The arbitrator must render his decision within sixty (60) days following the end of the hearings, unless the representatives of the parties concerned agree in writing, before the expiry of this time limit, to extend it for a set number of days.
- 28.10.2 The arbitrator communicates his decision to the parties in writing and files two (2) signed copies with the court registry.

ARTICLE 29 MISCELLANEOUS PROVISIONS

College property

- 29.1 Employees are responsible for items in their possession or control that are the property of the College, such as:
- Equipment and tools
 - Identification card
 - Keys
 - Manuals
 - Library material
 - Cellular phones
 - Passwords and pass codes
 - Protective equipment

➤ Technological equipment.

29.2 Employees must return all College property on or before their last day of work.

The College may withhold from the employee's final pay the cost of any items that are not returned when required.

The College may take all action deemed appropriate to recover or protect its property.

Vehicle

29.3 No employee shall be required to use his motor vehicle in the performance of his duties.

Expenses

29.4 The College shall reimburse the employee for any expense authorized in advance and incurred in the performance of his duties, according to the College's expense reimbursement procedures.

The reimbursement shall be issued no more than thirty (30) days after it is claimed.

Civil responsibility

29.5 The College shall provide legal defense if a civil suit is filed against an employee for any acts or omissions that took place or are alleged to have taken place while the employee was acting in good faith in fulfilling his duties, so long as the acts or omissions in question were not fraudulent, corrupt, or malicious.

The College agrees not to make any claim against the employee for reimbursement.

Any absence resulting from this suit shall not entail any loss of salary or rights.

Changes to the institution

29.6 If the College enters into talks or commences proceedings to suspend, merge or transfer all or part of its administrative or educational responsibilities to another entity, the College must inform the Union no later than six (6) months before such changes are to take effect.

ARTICLE 30

DURATION AND COMING INTO FORCE

30.1 The collective agreement shall be in effect on the date of its signing and be valid up to June 30, 2025. It shall have no retroactive effect unless expressly stated by the parties. It shall replace all previous working conditions.

- 30.2 The appendices and letters of agreement shall form an integral part of the collective agreement.
- 30.3 On the date of the signing of the collective agreement, all employees will be placed in one of the following categories:
- Regular
 - Occasional
 - Seasonal.
- 30.4 The parties agree that the present collective agreement shall remain in effect and continue to be applied until the signing of a new agreement or until one of the parties exercises its right to strike or lockout.
- 30.5 The College will make available to employees the official French version of the collective agreement as well as an unofficial English version.

The texts of the French version are the only ones that can be invoked for the purposes of the interpretation and application of the collective agreement and this, in particular, before the judicial and administrative courts and during grievance arbitration.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have signed this collective agreement in Montreal, this _____ day de November 2021.

MARIANOPOLIS COLLEGE

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5448**

Christian Corno, Director General

Margaret Gordon, President

Joanne Gagné, Senior Director,
Finance and Administration

Debbie LaPointe, Secretary-Treasurer

Elisabeth Livingston, Administration
Officer

Stephen Brown, Union Advisor

Maxime Filion, Management Advisor

APPENDIX 1

LIST OF ARBITRATORS

1. Nancy Ménard Cheng
2. Pierre George Roy
3. André G. Lavoie
4. Nathalie Faucher

APPENDIX 2

SAMPLE TELEWORKING AGREEMENT

1. EMPLOYEE IDENTIFICATION

- Last name
- First name
- Department
- Supervisor

2. TYPE OF TELEWORK

- Occasional / Project or Mandate / Regular
- Start date
- End date
- Description of the project or mandate or tasks to be carried out
- Work schedule

4. TELEWORK PLACE

- Address
- City
- Postal code
- Telephone

5. EQUIPMENT PROVIDED BY THE COLLEGE (IF APPLICABLE)

- Equipment list

7. EMPLOYEE DECLARATION

- I declare that I have read the telework provisions of the collective agreement and I undertake to comply with the terms of application.
- Employee signature
- Date

8. AUTHORIZATION

- I authorize telework in accordance with the terms provided for in this agreement and the provisions of the collective agreement.
- Supervisor signature
- Date

APPENDIX 3 UNION MEMBERSHIP FORM

Last name:

First name:

Address:

City:

Postal code:

Telephone:

Email:

Date of birth:

DECLARATION

In accordance with article 3.1 (Union security) of the collective agreement, I, the undersigned:

- (i) apply for membership in the Canadian Union of Public Employees and its local 5448 and agree to abide by the local's bylaws and the constitution of the Canadian Union of Public Employees;
- (ii) authorize the Union to be my exclusive bargaining agent;
- (iii) undertake to pay the monthly dues set by the Union.

Employee signature:

Witness signature:

Date: