

LETTER OF AGREEMENT 2000-2002 – No. 12

BETWEEN ON THE ONE HAND :

THE FÉDÉRATION AUTONOME DU COLLÉGIAL (FAC)

AND ON THE OTHER HAND :

THE COMITÉ PATRONAL DE NÉGOCIATION DES COLLÈGES (CPNC)

**REGARDING THE RECOGNITION OF THE WORKING TIME OF COLLEGE PROFESSORS
AND THE APPLICATION OF A NEW SALARY STRUCTURE AS OF 2005-2006**

The provincial parties agree to amend the 2000-2002 collective agreement as follows:

01. Clause 2-2.06 is amended by adding the following paragraph m):

"m) to process the complaint filed by a professor contesting the college's refusal to recognize his or her master's degree for remuneration purposes in accordance with Section 1 of Appendix VI-6."

02. As of the first (1st) day of the 2005-2006 contract year, clause 6-1.01 is replaced by the following:

" 6-1.01

For the purposes of this article, beginning on the first (1st) day of the 2005-2006 contract year, the salary of a full-time or part-time professor shall be determined according to Article 6-4.00 and Appendix VI-6 and according to the work experience and years of schooling defined in Articles 6-2.00 and 6-3.00. Moreover, one (1) echelon corresponds to one (1) year of experience."

03. As of the first (1st) day of the 2005-2006 contract year, the first paragraph of clause 6-1.04 is replaced by the following:

"A professor who is paid at an hourly rate for teaching duties (hourly paid professor, supplementary course, additional workload, temporary substitution) shall receive, for each course hour, the hourly rate prescribed in Article 6-5.00 and in Appendix VI-6."

04. Article 6-4.00 is amended by adding the following clause 6-4.15:

"6-4.15 Provisions applicable as of the first (1st) day of the 2005-2006 contract year

Each salary scale in effect as of the first (1st) day of the 2005-2006 contract year and November 20, 2005 as well as the terms and conditions of application are found in Appendix VI-6."

05. Article 6-5.00 is amended by adding the following clause 6-5.04:

"6-5.04 Provisions applicable as of the first (1st) day of the 2005-2006 contract year

The hourly rates in effect as of July 1, 2005 and November 20, 2005 for hourly paid professors are found in Appendix VI-6."

06. The following Appendix VI-6 is added:

"APPENDIX VI-6

SALARY STRUCTURE AND SALARY SCALES

SECTION I—SALARY STRUCTURE

1) Salary scales

- a) The new base salary structure for College professors as of the 2005-2006 contract year is that applicable to teachers in school boards and includes three (3) additional echelons. Professors with a master's degree in the discipline taught or in a discipline relevant and useful to the teaching of the discipline specified in the contract are entitled to echelon 18. Professors with 19 years of schooling or more and a doctorate are entitled to echelons 18, 19 and 20.

For this reason and subject to the application of the salary parameters, any salary increase applies to all the echelons of this scale, unless it involves a specific adjustment of the salary scale at echelon 17, in which case echelons 18 and 19 will be repositioned to ensure a constant interechelon from echelons 17 to 20, it being understood that, in this context, echelon 20 remains fixed.

- b) The annual salary scales applicable as of the first (1st) day of the 2005-2006 contract year and November 20, 2005 are found in Section I.1.

2) Integration on the first (1st) day of the 2005-2006 contract year

On the first (1st) day of the 2005-2006 contract year, a professor shall be integrated into the salary scale found in Section I.1 A. The echelon assigned to him or her corresponds to his or her experience increased by:

- 2 echelons in the case of a person whose schooling is evaluated at 17 years;
- 4 echelons in the case of a person whose schooling is evaluated at 18 years;
- 6 echelons in the case of a person whose schooling is evaluated at 19 years;
- 8 echelons in the case of a person whose schooling is evaluated at 19 years or more with a doctorate.

However, professors with a master's degree in the discipline taught or in a discipline relevant and useful to the teaching of the discipline specified in the contract are entitled to echelon 18. Professors with 19 years of schooling or more and a doctorate are entitled to echelons 18, 19 and 20.

3) Salary scale on November 20, 2005

The salary scale prescribed in Section I.1 B shall apply as of November 20, 2005.

4) Rates applicable to hourly paid professors

The rates applicable to hourly paid professors as of July 1, 2005 and November 20, 2005 are found in Section I.2.

SECTION I.1
SECTION I.1.A

SCALE APPLICABLE
ON THE FIRST DAY OF THE 2005-2006 CONTRACT YEAR ⁽¹⁾

Echelons ⁽²⁾	Scale
1	33 695
2	34 945
3	36 196
4	37 635
5	39 131
6	40 687
7	42 331
8	44 070
9	45 878
10	47 762
11	49 723
12	51 765
13	53 890
14	56 098
15	58 402
16	60 802
17	63 296 ⁽³⁾
18 ⁽⁴⁻⁵⁾	64 895
19 ⁽⁵⁾	66 535
20 ⁽⁵⁾	68 216

- (1) Subject to the application of salary parameters, if any
- (2) The professor shall be assigned the echelon corresponding to his/her experience increased by:
- 2 echelons in the case of the person whose schooling is evaluated at 17 years;
 - 4 echelons in the case of the person whose schooling is evaluated at 18 years;
 - 6 echelons in the case of the person whose schooling is evaluated at 19 years;
 - 8 echelons in the case of the person whose schooling is evaluated at 19 years or more with a doctorate
- (3) Exceptionally, the salary rate of a professor with 19 years of schooling and 14 years of experience or more is \$63 527.
- (4) Professors with a master's degree in the discipline taught or in a discipline relevant and useful to the teaching of the discipline specified in the contract are entitled to echelon 18.
- (5) Professors with 19 years of schooling or more and a doctorate are entitled to echelons 18, 19 and 20.

SECTION I.1.B**SCALE APPLIABLE
AS OF NOVEMBER 20, 2005 ⁽¹⁾**

Echelons ⁽²⁾	Scale
1	33 695
2	34 945
3	36 196
4	37 635
5	39 131
6	40 687
7	42 338
8	44 090
9	45 914
10	47 813
11	49 792
12	51 854
13	54 000
14	56 229
15	58 557
16	60 982
17	63 527
18 ⁽³⁻⁴⁾	65 053
19 ⁽⁴⁾	66 616
20 ⁽⁴⁾	68 216

- (1) Subject to the application of salary parameters, if any
- (2) A professor shall be assigned the echelon corresponding to his/her experience increased by:
- 2 echelons in the case of the person whose schooling is evaluated at 17 years;
 - 4 echelons in the case of the person whose schooling is evaluated at 18 years;
 - 6 echelons in the case of the person whose schooling is evaluated at 19 years;
 - 8 echelons in the case of the person whose schooling is evaluated at 19 years or more with a doctorate
- (3) Professors with a master's degree in the discipline taught or in a discipline relevant and useful to the teaching of the discipline specified in the contract are entitled to echelon 18.
- (4) Professors with 19 years of schooling or more and a doctorate are entitled to echelons 18, 19 and 20.

SECTION I.2**RATES FOR HOURLY PAID PROFESSORS ⁽¹⁾**

Class	Rates on 2005-07-01	Rates on 2005-11-20
16 years or less	\$54.72	\$54.75
17 and 18 years	\$63.36	\$63.45
19 years or more	\$75.92	\$76.12

(1) Subject to the application of salary parameters, if any

The term "years" corresponds to the years of schooling according to the Collective Agreement.

07. The following Appendix VI-7 is added:

"APPENDIX VI-7

PERMANENT PROVISIONS CONCERNING THE RECOGNITION OF A MASTER'S DEGREE FOR REMUNERATION PURPOSES

01. In accordance with Appendix VI-6, a master's degree shall be recognized for remuneration purposes if it is in the discipline taught or in a discipline relevant and useful to the teaching of the discipline specified in the professor's contract.
02. Within thirty (30) days of receiving the master's degree, the College shall convey, in writing, its decision to the new professor concerning the recognition of his or her master's degree for remuneration purposes.
03. A professor who obtains his or her master's degree may, at any time, forward it to the College. Within thirty (30) days of receiving it, the College shall convey, in writing, its decision to the professor concerning the recognition of his or her master's degree for remuneration purposes.
04. The official attestation of schooling shall mention, if applicable, that the professor's master's degree was recognized for remuneration purposes.
05. A professor who contests the College's decision shall file a complaint, in writing, with the Comité national de relations professionnelles (CNRP) with copies to the College and to the Union.
06. Failing the unanimous decision of the Comité, the complaint shall be forwarded to an arbitrator appointed by the provincial parties. The arbitrator's decision is final and executory. The College shall issue, if need be, a new official attestation of schooling."

08. The following Appendix VI-8 is added:

"APPENDIX VI-8

**TRANSITIONAL MEASURES CONCERNING THE RECOGNITION OF
A MASTER'S DEGREE FOR REMUNERATION PURPOSES**

01. In accordance with Appendix VI-6, a master's degree is recognized for remuneration purposes if it is in the discipline taught or in a discipline relevant and useful to the teaching of the discipline specified in the professor's contract.
02. No later than September 16, 2005, the professor shall make a written request to the College to have his or her master's degree recognized for remuneration purposes.

The College and the Union may agree on the procedures required in order to respect this deadline.

The professor who is absent during that period is deemed to have duly submitted his or her request.
03. No later than October 14, 2005, the College shall inform the professor in writing of its decision concerning the recognition of his or her master's degree for remuneration purposes.
04. No later than October 28, 2005, a professor who contests the College's decision shall file a written complaint with the Comité national de relations professionnelles (CNRP) with copies to the College and to the Union.
05. Failing the unanimous decision of the Comité, the complaint shall be forwarded to an arbitrator appointed by the provincial parties. The arbitrator's decision shall be final and executory.
06. The deadlines prescribed in this appendix may be modified exceptionally after agreement between the College and the Union.
07. For each professor concerned, the master's degree shall be recognized for remuneration purposes as of the first (1st) day of the 2005-2006 contract year.
08. The College shall agree to notify all the professors so that they can avail themselves of this transitional measure."

09. The following Appendix I-7 is added:

"APPENDIX I-7

**AGREEMENT CONCERNING THE RECOGNITION OF
A COLLEGE PROFESSOR'S WORKING TIME**

Whereas

- a professor hired as a specialist of a discipline and acting as a teaching and learning specialist is at the heart of the pedagogical life of the College and works in partnership;
- in exercising his or her profession, a professor enjoys professional, individual and collective autonomy demonstrated, notably, by his or her freedom to choose the means (e.g. implementation of teaching strategies) he or she deems appropriate; a professor assesses the benefits and makes his or her recommendations to the College;
- professional autonomy is exercised in keeping with the existing framework and the mutual recognition of the responsibilities devolved on the professors and the College which is obliged, notably, to determine institutional orientations and priorities;
- professional autonomy allows professors to exercise professional leadership so as to enrich collective thinking and nourish the various spheres of thinking and decision making;
- the College ensures the coherency of institutional pedagogical life.

In the context of the recognition of working time of College professors, members of unions affiliated with the FAC, the provincial parties agree that, without increasing the workload of professors, without limiting the scope of Articles 4-1.00, 8-3.00, 8-4.00, 8-5.00 and 8-6.00 of the Collective Agreement in effect and without limiting the resources already approved, among others, for support centres by the colleges, the recognized working time also includes pedagogical activities and program activities prescribed in paragraphs 1 and 2 of this agreement.

As of the 2005-2006 contract year, every full-time professor shall devote 173 hours per teaching year to the activities prescribed in paragraphs 1 and 2 of this agreement from among his or her weekly 32.5 hours of availability.

1. Pedagogical activities

These include activities fostering student success, either student supervision and support activities or learning support activities.

These also include activities promoting the professional development of teachers, either pedagogical training or professional assistance.

These activities may be group or individual and may be carried out on or outside college premises.

Exceptionally, the College and the department may agree to distribute training activities to meet a specific need in a given discipline if these are presented in the form of a project and recognized by the College as having a positive effect on student success.

2. Program activities

These activities pertain to clause 4-1.03 of the collective agreement in effect and count for a maximum of 35 hours per teaching year.

These include the participation of each professor who dispenses a course or courses in a program in the meetings duly convened by the person responsible for the program or in the pedagogical days organized to this effect by the College.

On the basis of the institutional priorities determined by the College, the pedagogical activities of one or more projects shall be prepared in a department meeting in which the terms and conditions, including the development, delivery and evaluation are determined.

As part of its functions, the department meeting shall identify, weight and distribute one or several pedagogical activities that each professor shall carry out during the following teaching year. This distribution shall take into account the choice, skills and interests of each professor and shall be submitted to the College for approval. The Academic Administration shall ensure equity among the projects presented by the professors and that they comply with institutional priorities. Prior to the beginning of each regular semester, the Academic Administration shall inform a professor, in writing, of the pedagogical activities that he or she is required to perform in addition to the activities inherent to the program.

In accordance with College requirements, each professor shall prepare a qualitative report attached to the department's annual report evaluating the benefits of the pedagogical activities conferred on him or her by the College and to make his or her recommendations. As prescribed under clause 4-1.15, this information cannot be used to evaluate the professor.

The time devoted to a pedagogical activity includes preparation, delivery, follow-up and writing of the report.

The number of hours devoted to activities for the purposes of recognizing the working time of a part-time professor absent due to a disability or a leave is calculated in proportion to his or her full-time equivalence (80 units of CI/year). The professor on a union leave is excluded from this obligation in proportion to the full-time equivalence of his or her leave.

During his or her first teaching year, for the purposes of pedagogical activities, a professor shall have the time required for his or her professional integration and participation in the pedagogical training activities recognized."

10. The provincial employer group shall bear the costs of printing this agreement and the College shall distribute a copy to each professor.

IN WITNESS WHEREOF, the provincial parties to this agreement have signed in Québec on this 14th day of the month of June 2005.

**FOR THE COMITÉ PATRONAL DE
NÉGOCIATION DES COLLÈGES (CPNC)**

**FOR THE FÉDÉRATION AUTONOME
DU COLLÉGIAL (FAC)**

(signed) Nicole Tremblay
Nicole Tremblay, President

(signed) Alain Dion
Alain Dion, President

(signed) Alain Lavoie
Alain Lavoie, Vice-president

(signed) Daniel Trudeau
Daniel Trudeau, Vice-president