

Sectoral Demands

Novembre 26, 2009



more job security
a fair wage
a reasonable workload

EVERYBODY WINS



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FÉDÉRATION NATIONALE
DES ENSEIGNANTES
ET DES ENSEIGNANTS DU QUÉBEC
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1. WORKLOAD AND RESOURCES

A. Teacher Workload and the Allocation of Resources

1.1 Link the financing formula for teaching resources to the parameters of the CI formula once again.

1.2 Change the value of the preparation factor in the CI formula, with the addition of the corresponding resources, in order to take into account the work actually done by teachers, especially those with multiple preparations. As a result, the coefficient of the HP parameter becomes whichever of the following is higher:

- 1,0 when the number of different courses in a semester is less than or equal to two (2)
- $0,5 \times N_p$
where N_p represents the number of different courses
when the number of different courses in a semester is greater than two (2)

or

- 1.0 if the number of preparation hours is less than or equal to 10;
- 1.5 if the number of preparation hours is greater than 10 and less than or equal to 15;
- 2.0 if the number of preparation hours is greater than 15 and less than or equal to 20;
- and so on.

1.3 Change the value of evaluation-student support in the CI formula, with the addition of the corresponding resources, in order to take into account the work actually done by teachers. The value of evaluation and student support is measured by the PES parameter of the CI, which is currently set to $(0,04 * PES)$. The coefficient of this parameter becomes:

- 0,04 if $PES \leq 300$
- 0,05 if $300 < PES < 450$
- 0,06 if $PES \geq 450$

1.4 Reduce the number of CI overloads.

1.5 Resolve the problems linked to small student cohorts and reduced enrolment in colleges and *centres d'études*¹.

¹ This demande targets all the administrative units where teaching occurs : study centres (*centres d'études*), campuses, buildings and halls, and so on.

- 1.6 Determine the teaching resources for a year based on student enrolment data as of the 10th day of teaching in each semester.
- 1.7 Eliminate double charging, in particular by ensuring that only teaching activities generated by the allocation of teaching resources are counted and that a teaching activity is only included in one load.

B. Other Demands

- 1.8 Set annually the number of teachers for department coordination as one (1) full-time teacher or the equivalent for every seventeen (17) full-time teachers or the equivalent as established in article 8-5.03.
- 1.9 Dedicate a portion of the column D resources to type 3 for disciplinary and pedagogical professional development, the integration of new teachers as well as research.
- 1.10 Add 50 FTEs to the resources provided for the coordination of student fieldwork (*stages*) and workshops.
- 1.11 Add an appendix to the collective agreement to take into account the reality of the workload that teachers of Nursing are experiencing with regards, among other things, to teaching in a clinical setting.
- 1.12 Find a solution to the problems posed by special needs students (e.g. those with physical or psychological disabilities, learning disabilities, and so on).
- 1.13 Resolve the workload problem for teachers in heavily technical health sciences (radiodiagnostics, radiation oncology, prehospital emergency care, medical electrophysiology, and so on).
- 1.14 Make resources available for doctoral studies.
- 1.15 Add an appendix concerning work conditions for teachers working on the *bateau-école* at the *École des pêches et de l'aquaculture du Québec*.

C. Letter of Agreement on Guarantees

- 1.16 Modify the guarantees that appear in Appendix I-9 in order to take into account all changes concerning the allocation of resources as well as all the resources requested and to facilitate their verification.

2. REMUNERATION

- 2.1 Improve salaries for those who hold masters and doctoral degrees by applying to the three highest levels a progression of 4.29%, as is the case for the preceding levels.
- 2.2. Improve starting salaries by eliminating the three lowest levels and advancing all persons currently in levels below 17 by one level. Modify the salary structure of the CQFA *mutatis mutandis*.
- 2.3 Make category IV accessible to all teachers at CQFA (appendix III-I of the collective agreement).
- 2.4 Obtain moving up to the next salary level as soon as a teacher acquires the year of experience required.
- 2.5 Recognize the Doctorate, for purposes of remuneration, without reference to years of schooling.
- 2.6 Recognize the Master`s degree in the salary scale, starting at the beginning of a career.
- 2.7 Remunerate professors at the rate of 1/260th of the yearly salary forecast by the scale, in proportion to their workload, for each working day and each legal holiday.
- 2.8 Increase the premium amounts for isolation and remoteness.

3. CONTINUING EDUCATION

A. Working Conditions

- 3.1 Recognize time spent supporting students in the workload and remuneration of hourly-paid teachers.
- 3.2 Provide teaching resources for the coordination of hourly-paid teachers and for their participation in meetings.
- 3.3 Count hourly-paid teachers in continuing education when calculating the funds for professional development.
- 3.4 Create a sick-day bank for each hourly-paid teacher in continuing education.
- 3.5 Apply the provisions of the collective agreement for regular teaching to hourly-paid teachers who have the recurrent equivalent of a full-time workload, with the funding coming from the continuing education budget.
- 3.6 Apply the provisions of the collective agreement for regular teachers to those teachers in continuing education who teach in programs that lead to a Diploma of College Studies (DCS).

B. Hiring Teachers

- 3.7 Apply in continuing education the same provisions for the hiring of teachers as in regular teaching.

4. JOB SECURITY

A. Acquisition of Tenure (*permanence*) by Full-Time Workload

4.1 Acquire tenure after six years of seniority or after five consecutive years of full-time teaching on the signing of a full-time contract.

B. Hiring Priority

4.2 Improve recourse to appeal the removal of a hiring priority.

4.3 Ensure that invalidity (a medical leave) does not constitute grounds for refusing to recognize a hiring priority.

4.4 Raise the hiring priority for non-permanent teachers.

C. Working Conditions

4.5 Facilitate the obtaining of certain leaves and the provisional assignment of teachers without job security.

4.6 Oblige the College to come to an agreement with the union on the normal requirements for hiring a teacher and the consequences of a hiring that does not respect these requirements.

4.7 Remunerate part-time teachers on the basis of an annual CI when their workload extends over two semesters.

4.8 Solve the problem of part-time teachers with a CI slightly below 40 who do not receive a full-time load for the semester and apply the same provisions, with necessary modifications, to teachers on availability. Financing of this demand must not be drawn from the allocation.

5. WORK ORGANIZATION

A. Subcontracting

5.1 State that a College cannot entrust pedagogical, administrative or teaching functions or activities that come under a negotiating unit to a third party without the written consent of the union.

B. Union Prerogatives

5.2 Unless there is an agreement between the parties, the number of teachers released for the union's internal activities is 1% of the FTEs and a minimum of 1 FTE.

5.3 Cause the fees and honoraria of arbiters to be assumed by the ministry of Education, Leisure and Sports.

C. Invalidity and Medical Arbitration

5.4 In cases where the group insurer undertakes a medical arbitration procedure, the College must take part in the choice of the arbitrator and is bound by her/his decision.

5.5 During a medical arbitration procedure, as the case may be, the teacher continues to receive salary insurance benefits.

5.6 Recognize that a partial invalidity gives the right to salary insurance.

D. Working Conditions

5.7 Reimburse professional order fees for each teacher when these fees are a condition of hiring or of the maintenance of employment.

5.8 Recognize that each year of related professional or industrial experience constitutes one year of experience in the sense of the collective agreement.

5.9 Carry forward the vacation of a teacher on a medical leave until the end of the leave.

5.10 Eliminate individual reports on professional services rendered and replace them with a section in the department's annual report.

- 5.11 Increase by \$250 and \$60 respectively the amounts provided for professional development purposes in articles 7-1.01 and 7-1.02.

- 5.12 Mandate a parity committee to determine national guidelines for recognizing background and skill sets (RAC), equivalent qualifications, substitutions, missing training, and so on.

6. BALANCING FAMILY AND WORK; PARENTAL RIGHTS

A. Leaves

- 6.1 Broaden the scope of 5-6.62 in order to take into account a broader definition of the family; in section b), increase the number of days from six (6) to ten (10), three (3) among them coming from a bank of paid days created for this purpose and seven (7) others which can be taken from the sick-day bank or taken without pay, at the teacher's choice.
- 6.2 Add an unpaid compassionate leave similar to the one provided by Employment Insurance Canada.
- 6.3 Improve paternity leaves from 5 to 10 paid days (subject to harmonization in the CSN).
- 6.4 Find a solution to the problems associated with carrying forward vacation time when it arises during leave without pay according to clause 5-6.39.
- 6.5 Add leave days for the death of a close relative to take better account of distances, and review the consecutive nature of leave days.

B. Work Organization and Union Rights

- 6.6 That the parties agree to recognize the importance of family-work conciliation (with the family broadly defined) and form a committee to develop a policy in this area.
- 6.7 Add to the issues for the Labour Relations Committee (CRT), disputes related to conciliating family life and work.

7. CLARIFICATIONS TO THE AGREEMENT

- 7.1 Remove Terrebonne from the list of teaching units in article 8-5.04.
- 7.2 Present the report on the use of teaching resources by discipline for each type of teaching and column D, as is the case for the statements of use (8-5.11).
- 7.3 Allow the substitution of workloads between regular teaching and continuing education for part-time teachers in continuing education who have been retained by the selection committee for regular teaching.
- 7.4 Resolve the problems related to the calculation of seniority, in particular those which concern “jumping” ahead of other teachers during a semester.
- 7.5 More clearly define the method of calculating experience.
- 7.6 Introduce the general offer of service into the collective agreement including the right of refusal.
- 7.7 Clarify the deadline as well as the means by which contracts are accepted and the point at which a teacher has a contractual link with the College.
- 7.8 Define, for the calculation of the CI, where courses offered during the summer vacation period are included (whether it be the fall or winter semester).
- 7.9 Clarify that a part-time teacher can be given release time in addition to her/his teaching workload.
- 7.10 Grant a right of withdrawal without loss of seniority to non-permanent teachers with safeguards, notably as regards timing and motivation.
- 7.11 Clarify the collective agreement to ensure that all allocations for multidisciplinary courses will give rise to openings for posts and teaching loads in a discipline prescribed by the collective agreement other than discipline 360.
- 7.12 Clarify the provisions related to gradual retirement.
- 7.13 Clarify, in article 5-5.03b), that the agreement on a progressive return to work is on the conditions for and not on the right to a progressive return itself.

- 7.14 Agree on procedures for treating complaints of psychological harassment and violence in the workplace.
- 7.15 Allow that Voluntary Workload Reduction Programs may be taken over a calendar year rather than an academic year if the teacher so desires.
- 7.16 Resolve the problems associated with teaching in a location over 50 km from the college.
- 7.17 Change the article on paternity leaves with pay so that these may be taken at any time within the 52 weeks following the start of labour rather than only between this date and the 15th day following the return of the mother or of the child to the home.
- 7.18 Include the concept of co-maternity as equivalent to paternity.
- 7.19 Integrate the appropriate provisions concerning the *Centre d'étude collégiales de Mont-Tremblant* into the collective agreement.
- 7.20 Withdraw the *Letter of agreement regarding the increase in the student success rate and the reduction of costs subsequent to re-enrolment in failed courses* (appendix I-8).
- 7.21 Integrate, where appropriate, the appendices of the FAC collective agreement into the FNEEQ collective agreement.
- 7.22 Improve Appendix III-2 of the FAC collective agreement as regards the *Collège de l'Abitibi-Témiscamingue*.