

CHAMPLAIN REGIONAL COLLEGE
OF GENERAL AND VOCATIONAL EDUCATION



WORKING CONDITIONS FOR
NON-UNIONIZED PROFESSIONAL PERSONNEL

This policy was adopted for the first time by Board of Governors' resolution number 1161 on February 26, 1988 and subsequently amended by resolution numbers:

1494 (Board of Governors)	October 20, 1993
1648 (Board of Governors)	June 14, 1996
1942 (Board of Governors)	June 15, 2001
2302 (Board of Governors)	September 27, 2006

A - GENERAL PRINCIPLE

The present agreement has for effect the application *mutatis mutandis* of working conditions covered by the Collective Agreement for Professional Personnel affiliated with the CSQ signed on May 3, 2006, with the exception of the following provisions:

Chapter 1	Definitions 1-1.10 FPPC 1-1.12 Grievance 1-1.14 The Parties 1-1.18 Employer Negotiating Party 1-1.19 Union Negotiating Party 1-1.34 Stipulation 1-1.35 Union Association - The group of employees at a particular location, covered by this agreement.
Chapter 2	Jurisdiction Articles 2-1.01, 2-1.02, 2-1.05, 2-2.00, 2-3.02, 2-3.03 and 2-4.05.
Chapter 3	Unions Prerogatives
Chapter 4	Participation
Chapter 5	Movement of Personnel - Nevertheless articles 5-1.00, 5-2.00, 5-14.00 and 5-15.00 apply
Chapter 6	Salary Conditions - Articles 6-1.04, 6-1.05, 6-1.06, 6-2.00, 6-10.00.
Chapter 7	Professional Development Articles 7-1.04, 7-1.05 and 7-1.06, 7-2.00
Chapter 8	<u>II - PARITY COMMITTEE</u> Articles 8-11.08 to 8-11.15 inclusive. Articles 8-11.19, 8-11.23, 8-11.26 and 8-11.28 are replaced respectively by the following:

11.19

The College's contribution to the group insurance plans for each employee who is not exempted from coverage as follows:

- a) \$2.00 per pay period for life insurance;
- b) \$3.99 per pay period for dental insurance;
- c) \$5.00 per pay period for employees who have family coverage, including single parent coverage, for the basic health insurance.

8-11.23

The participation in the basic life, health, long-term disability and dental insurance plans shall be compulsory, but an employee may, by giving prior written notice to the College, refuse or cease to participate in the basic health and/or dental insurance plans, provided that he/she establishes that he/she and his/her dependents are insured under a group insurance plan granting similar benefits.

8-11.26

Subject to the provisions herein, every employee shall be entitled, for every period of disability during which he/she is absent from work, to:

- a) up to the lesser of the number of accumulated sick-leave days or five (5) working days: the payment of a benefit equal to the salary he/she would have received had he/she been at work;
- b) upon termination of the benefit payment provided for in paragraph a), if applicable, but never before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to 30 calendar days from the beginning of the period of

disability: the payment of a benefit equal to eighty-five percent (85%) of his/her salary;

- c) upon expiry of the above-mentioned period of 30 calendar days: the benefits provided for in the compulsory long-term disability group insurance plan.

8-11.28

During the first two years of a disability, including the waiting period, if any, the disabled employee shall continue to participate in the government and public employees' retirement plan (RREGOP), the teachers' pension plan (RRE) or the public service employees' retirement plan (RRF), according to the applicable plan, and to benefit from the insurance plans. However, he/she must pay the required contributions, except that, upon termination of the benefit provided for in clause 7-14.29 a), he/she shall benefit from a waiver of his/her contributions to his/her retirement plan (RREGOP, RRE OR RRF) without losing any of his/her rights. Provisions relating to such a waiver of these contributions shall form an integral part of the retirement plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit. Subject to the provisions of these Working Conditions, payment of the benefits shall not be considered as conferring upon the payee the status of a regular employee nor as increasing rights, especially with respect to the accumulation of sick-leave days and to the provisions of section B of these Working Conditions.

Chapter 9	Grievance and Arbitration Procedures
Chapter 10	General Provisions
Appendices	A, B, D, E, H, I, J, K, O, P, Q, L, M, N,

B - SPECIAL PROVISIONS APPLICABLE

1.0 Vacant Positions

- 1.01 Within forty (40) working days following the day on which a professional has definitely terminated his/her employment, the College shall fill the vacancy, modify or abolish the position.

When the College decides to appoint a regular professional to fill a vacancy or any new professional position, it shall inform the professionals of such a decision by posting a notice and shall open this position to eligible candidates within the College and, if need be, advertise this position publicly.

However, the College is not required to post a notice of a vacant position when this position is filled by a transfer.

Such notice shall mention the job classification, title, the service to which the position is attached, the requirements set by the College, the minimum and maximum salary provided in the salary scale and the deadline for applications. The notice shall be posted during not less than ten (10) working days and not more than (20) working days.

When the College decides to appoint a replacement professional for a period of more than six (6) months, it shall inform the professionals by way of an internal posting. Such position shall be posted during five (5) working days.

- 1.02 Any professional who fills temporarily a vacant or newly created position shall receive the salary attached thereto provided the said salary is superior to that attached to his/her regular position. The same provisions shall apply when a professional fills temporarily a senior staff position.

At the end of the temporary assignment, the professional shall resume his/her regular position with all the rights and privileges attached thereto as if he/she had not left the position.

1.03 A position shall be filled by the College with consideration for the requirements thereof and according to the following order of priority:

- a) any professional exercising his/her rights of security of employment at the location where he/she formerly worked;
- b) all other qualified candidates.

1.04 When there is more than one applicant included in one of the priorities mentioned in clause 1.03, the College shall choose the most competent candidate provided such candidate meets the requirements.

When there are equally competent applicants in one of the priorities mentioned in clause 1.03, seniority shall be the determining factor.

1.05 In the event that a position is filled by a professional in the employ of the College, he/she shall maintain the same rights of advancement in step and shall receive the salary attached to the new position as of the date of engagement in the new position.

1.06 The College shall not force any professional to accept a transfer subject to the provisions of section 5-14.00 of the CSQ agreement.

2.0 Surplus of Personnel

2.01 Any regular professional can be laid off due to a surplus of personnel.

2.02 Any regular professional who is laid off and who has not acquired security of employment benefits from the provisions of Section 3.02 only.

2.03 Any regular professional who is laid off and who has acquired security of employment benefits from the provisions of Section 3.00.

2.04 The College may declare that it has a

surplus of regular professionals following the abolition of a position due to:

- a) a decrease in the number of students;
- b) the termination of a specific project for which a professional has been appointed;
- c) the modification of the services to be offered;
- d) an administrative reorganization;
- e) a rationalization of the use of personnel.

2.05 If the College proceeds to declare a surplus of personnel, the following order shall apply to positions bearing a given job title and the professional concerned shall receive a written notice to this effect.

- a) Terminate the employment of temporary occasional professionals. The College shall inform the individual concerned twenty (20) working days in advance or at the time of his/her engagement if the lay-off is foreseen at that moment.
- b) Terminate the employment of the regular professional who has completed his/her probation period, this following a prior written notice given sixty (60) working days in advance.

The position of a professional on authorized leave under this document and who has a right to keep this position shall be governed by the provisions of this document and the professional concerned shall be governed by the provisions of this section.

In the event that more than one professional has the same job title at the location in question, the College shall proceed with the lay-off by reverse order of seniority.

2.06 Notwithstanding clause 5-1.03 c) of the CSQ agreement, the right to security of employment is acquired by professional who has successfully

completed his/her probation period described in clause 5-1.01 of the CSQ agreement.

- 2.07 In order to prevent the lay-off of a professional, the College may offer an early retirement with the same salary to a professional who is eligible for such retirement according to the procedures provided hereafter on the condition that this early retirement shall prevent the lay-off. The said retirement may imply the transfer of one or more professionals. The salary during the early retirement period shall be the same as that of the said professional if he/she remained in the employ of the College. For the purposes of the pension plan, such early retirement shall be considered as a year of service.

Any professional shall be eligible for early retirement twelve (12) months before the date of eligibility for retirement and may refuse such an offer from the College.

3.0 Employment Security

- 3.01 This section shall apply to any professional laid off who meets the requirements provided in clause 2.06 of this document.

- 3.02 The employee who has attained employment security and who is laid off, benefits from the following priorities for the period commencing with the lay-off and terminating two (2) years thereafter:

a) An absolute priority for any position bearing the same job title at his/her former location of employment in the College. A refusal of a job offer for which the individual has an absolute priority will result in the removal of any further priority.

b) A relative priority for other jobs for which the individual satisfies the requirements. A relative priority is defined as the right to be interviewed and, given equal competence, hired.

It shall be the individual's responsibility to maintain an up-to-date curriculum vitae including the most up-to-date address and telephone number with the College at the location where previously employed.

The individual who is made an offer of employment and who is requested by registered mail to attend an interview, shall benefit from a delay of ten (10) working days to accept or refuse. Failure to reply shall be considered as having lost any further priority.

In the event that two (2) or more employees with the same job title from the same location have been laid off, seniority shall be the determining factor in the application of this clause.

- 3.03 The professional who is laid off and who has attained security of employment may avail himself/herself of the following:

A severance pay of one (1) month per year of full-time service up to a maximum of six (6) months, this at the regular salary rate of the employee. No employee shall benefit from this provision more than once and may not receive double payment if he/she occupies a position by virtue of clause 3.02 above.

In addition, the employee who has attained security of employment, and is laid off and renounces his/her rights to the benefits conferred under clause 3.02 of this document shall receive an additional severance payment of six (6) months' salary payable at the employee's regular salary rate.

In the event that the employee has attained the age of sixty-four (64), he/she may take an early retirement of up to one (1) year and a severance pay of six (6) months' salary instead of the above.

- 3.04 When a professional is relocated according to the provisions of this section, he/she shall maintain the

following rights:

- a) his/her years of service (and the benefits attached thereto);
- b) employment security;
- c) sick leave credit not payable;
- d) date of annual advancement;
- e) step, provided he/she stays within the same function;
- f) number of vacation days to which he/she is entitled provided such number is superior to that found in clause 8-4.01 of the CSQ agreement;
- g) seniority as defined in section 5-2.00 of the CSQ agreement.

4.0 Appeal Procedure

- 4.01 It is the right of all employees with complaints to obtain a hearing and recourse. Such complaint must be filed within twenty (20) working days of the occurrence of the situation which gave rise to such a complaint or the employee's knowledge thereof.
- 4.02 Under normal circumstances problems must first be discussed directly by the employee with his/her immediate superior.
- 4.03 If a satisfactory solution has not been achieved at the first instance, an employee may submit his/her complaint in writing to the Campus Director or to the Director of Financial and Material Resources, in the case of College Administration. The written appeal must set forth the problem and suggested remedy.
- 4.04 The Campus Director or the Director of Financial and Material Resources in the case of College Administration, shall have then (10) working days from the receipt of the written complaint to make

a decision. The decision taken by the Campus Director or the Director of Financial Services, in the case of College Administration, will be transmitted in writing to the individual(s) making the complaint.

- 4.05 In all instances, with the exception of dismissal and job security provisions, the decision of the Campus Director or the Director of Financial and Material Resources in the case of College Administration, will be final and binding.
- 4.06 In the case of dismissal or job security provisions, an employee can extend his/her appeal, if not satisfied with the decision of the Campus Director or the Director of Financial and Material Resources in the case of College Administration, through the Director General to the College's Appeals Committee.
- 4.07 The Appeals Committee of the Board of Governors will consist of three (3) members of the Board selected annually by and amongst members of the Board. The members of this Appeals Committee will not be employees of the College.
- 4.08 The Appeals Committee will render its written decision within thirty (30) calendar days of receiving the complaint. The Appeals Committee may, however, turn to the parties for prolongation.
- 4.09 The Appeals Committee will be autonomous as to its operations.
- 4.10 The Appeals Committee will pass judgment on a complaint in conformity with the dispositions of the College's personnel document and under no circumstances does the Committee have the authority to modify said document.
- 4.11 The decision of the Appeals Committee is restricted to sustaining or rejecting an appeal. Its decision is binding for all parties and will take effect immediately.

5.0 General Provisions

- 5.01 This present document shall become effective on the day it is adopted by the Board of Governors of Champlain Regional College.
- 5.02 The College agrees to revise the present agreement within six (6) months of receiving notice of changes to the CSQ agreements on which it is based.

**C - ADDITIONAL PROVISIONS OF
CSQ AGREEMENT APPLICABLE AT
LOCATION(S) WHERE THERE IS AN
ASSOCIATION**

1.0 Rights of the Association

Application *mutatis mutandis* of clauses 3-4.02, 3-4.03, 3-4.04, 3-5.01, 3-5.02, 3-5.03 and 3-5.04.

2.0 Participation

Application *mutatis mutandis* of clauses 4-2.01, 4-2.02 and 4-2.06.

3.0 Academic Council

Prior to appointing any professional to the Academic Council or its sub-committees, the College will consult the Association.

4.0 Selection Committee

The College, in consultation with the Association, will name a professional to sit on all selection committees for vacant professional positions.