

CHAMPLAIN REGIONAL COLLEGE
OF GENERAL AND VOCATIONAL EDUCATION



WORKING CONDITIONS FOR
NON-UNIONIZED SUPPORT PERSONNEL

This policy was adopted for the first time by Board of Governors' resolution number 1129 on June 12, 1987 and subsequently amended by resolution numbers:

1495 (Board of Governors)	October 20, 1993
1649 (Board of Governors)	June 14, 1996
1752 (Board of Governors)	March 11, 1998
296 (Executive Committee)	April 7, 1998
1943 (Board of Governors)	June 15, 2001
2301 (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 Support Personnel of Colleges affiliated with the CSN signed on May 4, 2006, with the exception of the following provisions:

Chapter 1	Definitions 1-1.08 Grievances 1-1.12 The Parties 1-1.13 National Employee Party 1-1.14 National Union Party 1-1.15 Employee 1-1.23 Specific Projects 1-1.26 Education Sector 1-1.27 Union Association - The group of employees at a particular location, covered by this agreement.
Chapter 2	Jurisdiction and Scope of Application - Articles 2-1.00 and 2-2.00.
Chapter 3	Unions Rights
Chapter 4	Participation
Chapter 5	Movement of Personnel - Articles 5-1.00 (Nevertheless, articles 5-1.07 and 5-1.08 – Probation Period – apply), 5-2.00, 5-4.00, 5-5.00, 5-6.00, 5-7.00, 5-10.00 and 5-11.00
Chapter 6	Salary Conditions - Articles 6-5.00, 6-6.00, 6-10.00 and 6-11.00
Chapter 7	<u>II - PARITY COMMITTEE</u> Articles 7-14.07 to 7-14.18 inclusive. Articles 7-14.22, 7-14.25, 7-14.28 and 7-14.30 Are replaced respectively by the following:

7-14.22

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.

7-14.25

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.

7-14.28

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.

7-14.30

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, nevertheless 10-4.00, 10-5.00, 10-6.00, 10-7.00, 10-8.00 and 10-9.00 apply.
Appendices	Nevertheless Appendices B, C, H, J, K, M apply.

B - SPECIAL PROVISIONS APPLICABLE

1.0 Movement of Personnel

1.01 a) When a position becomes vacant, the College will decide within forty (40) working days if it wishes to fill this position or abolish it.

b) When the College decides to fill vacant position or create a new position in accordance with the Government Classification Plan for Support Personnel, it shall proceed by one or the other of the following methods:

- 1) By transfer;
- 2) By posting: The College must post a notice to this effect on the bulletin boards for a period of ten (10) working days.

1.02 During the posting period and appointment periods as well as during any temporary assignment, the College may designate the employee of its choice to fill the position on a temporary basis, providing the employee accepts; if no employee accepts, the College may designate, on a temporary basis, the employee who is able to fill the position and who has the least seniority. Such an assignment must not have the effect of requiring an employee to simultaneously discharge the obligations of two (2) positions.

1.03 The posted notice must indicate the title of the class of employment, the job description, the work premises, the job title of the immediate superior, the salary scale, the qualifications required for the class of employment and, where applicable, the conditions required by the College as indicated in clause 1.05 a), the name of the individual to whom the applications must be submitted as well as the date of the beginning of the posting and the application deadline as provided for in clause 1.01 b).

1.04 Any regular employee interested in the position must apply, in writing, within the time limits established in the posting.

- 1.05 a) From among the applicants, the College shall choose the one who:
1. possesses the qualifications required for the class of employment in the classification plan;
 2. meets the conditions required by the College with regard to the position concerned.

Nevertheless, the employee who does not possess the schooling required for the position concerned may be considered if he/she meets the following provisions, and this, for those positions in the categories of the administrative and secretarial personnel only:

1. Possess the relevant years of experience required to fill the lack of schooling in the ratio of two (2) years of experience per year of schooling.
2. Possess the relevant years of experience required for the position.

b) In the event that more than one candidate satisfies the requirements for the position, as indicated in subparagraph a) above, the following order of priority shall apply:

1. any employee exercising his/her rights to security of employment in accordance with clause 3.02;
2. all other candidates.

The College shall select the candidate possessing the greatest competence; competence being equal, seniority will be applied, this by location only.

1.06 Any regular employee whose application for an advertised position

has not been accepted, shall be so informed prior to the starting date of the nominee.

1.07 When, at the College's request, an employee temporarily fills a position in a lesser class of employment, he/she shall receive his/her regular salary for the duration of this work.

1.08 When the College requests, in writing, an employee to carry out temporarily duties usually exercised by employees in a higher class of employment, he/she shall be paid the salary of this class of employment as of the first day of his/her assignment, and this, as if a promotion were involved.

1.09 The employee who is permanently assigned to a position shall receive the salary connected with the said position as of his/her assignment.

2.0 Surplus of Personnel

2.01 When the College anticipates a reduction of personnel, it shall determine which position it intends to abolish and at which location. The employee concerned shall be informed sixty (60) days prior to the abolition of his/her position.

When more than one employee at the location possesses the same job title in the department or service affected, the College shall proceed to the reduction of personnel by reverse order of seniority.

2.02 The regular employee who is laid off may avail himself/herself of the following:

A severance pay of one (1) month for each year of full-time service up to a maximum of six (6) months, this at the regular rate of the employee. No employee shall benefit from the provision more than once and may not receive double payment if he or she occupies a position by virtue of clause 3.01.

In addition, the employee who is laid off and renounces his/her rights to the benefits conferred under section 3.00 of this document, shall receive an additional severance payment of three (3) months' salary payable at the employee's regular salary rate.

In the event that an employee has reached the age of sixty-four (64) years, he/she may take an early retirement of up to one (1) year plus the severance payment of one (1) month per year of service up to a maximum of six (6) months, this at the employee's regular salary rate.

2.03 In order to prevent the lay-off of a member of support personnel, the College may offer an early retirement with the same salary to a support personnel member 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 members of support personnel. The salary during the early retirement period shall be the same as that of the said support personnel member, 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 support personnel member 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 The present section applies to all employees of the College who have successfully completed their probation period.

3.02 The employee who has attained employment security as defined in clause 3.01 and who is laid off, benefits from the following priorities for employment for the period commencing with the lay off and ending two (2)

years thereafter, unless otherwise employed at the time of the posting.

a) An absolute priority for any position bearing the same job title as he/she had and at the same location in the College, provided he/she satisfies the requirements in 1.05 a). In the event that two individuals have been laid off at the same location and have the same job title, seniority shall be the determining factor. 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 in 1.05 a). A relative priority is defined as the right to be interviewed and, given equal competence, hired.

3.03 In the event that an individual is laid off, it shall be his/her responsibility to maintain an up-to-date curriculum vitae including the most up-to-date address and telephone number at his/her location of previous employment, in order to benefit from the provisions of Section 3.

3.04 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 then (10) working days to accept or refuse. Failure to reply shall be considered as having lost any further priority.

4.0 Appeal

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 Services, 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 Services, 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 Services 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 Services 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 CSN agreements on which it is based.