



**HERITAGE COLLEGE
POLICY #27**

**CONCERNING WORKING CONDITIONS
FOR NON-UNIONIZED SUPPORT (NUS) PERSONNEL**

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HERITAGE COLLEGE POLICY #27 CONCERNING WORKING CONDITIONS FOR NON-UNIONIZED SUPPORT (NUS) PERSONNEL

Preamble¹

The present policy governs the working conditions of non-unionized support (NUS) personnel and has, as its basis, the provisions of the “Collective Agreement for Support Personnel of Colleges” affiliated with the *Conseil des syndicats nationaux* (CSN), with the exclusion of the provisions listed in Appendix #P27.1.

ARTICLE 1 Purpose

This policy is established to govern the working conditions of the group of NUS personnel at Heritage College.

ARTICLE 2 Application

The working conditions set out in the present policy apply to the Heritage College NUS personnel only.²

ARTICLE 3 Provisions

3.1 Recognition

The College recognizes the NUS personnel group for the purposes of the development, implementation and renewal of the working conditions agreement of said group.

3.2 Information

The College will forward to all NUS employees a copy of any instructions or documents of a general nature that are likely to be of interest to them.

Each NUS employee will receive notification of said employee’s years of service to the College at regular intervals.

¹ See the Glossary for explanations of frequently-used terms.

² See Reference Document #P27.1 for a list of NUS positions.

The College shall provide each NUS employee with a statement of that employee’s bank of sick-leave days as of June 30 and December 31, no later than September 1 and February 1, respectively, including a detailed account of their use.

3.3 Consultation

Discussions will take place between the Director General and the NUS group before implementing a modification to their working conditions, including technological changes.

3.4 Administrative Organization

The College will consult with the NUS group before making any modification to the administrative structure which might affect the number and/or nature of the positions of that group.

3.5 Employment

Heritage College Policy #3 concerning Personnel Management applies to all NUS employees.

3.5.1 Selection

The College selects its NUS employees (including acting NUS employees) in compliance with its established eligibility criteria and selection procedures.

3.5.2 Hiring and Appointment

The College hires and appoints its NUS employees. These steps are confirmed with the issuance of a written individual hiring contract signed by the employee and the Director General.

The individual hiring contract of each NUS employee is automatically renewed annually unless written notification to the contrary is given to the employee at least 60 days prior to termination.

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3.5.3 Employee's Personnel File

The College opens a personnel file for each NUS employee hired. At a minimum, this file shall contain the following items:

- text of the job description used for hiring;
- proof of experience and education;
- additional information, provided by the employee, related to said employee's resumé;
- hiring contract;
- any correspondence concerning classification, ranking, duties and tasks, payroll information, and salary information;
- any documents relating to the employee's performance appraisal, as well as the comments concerning said appraisal;
- any document related to disciplinary measures, as well as the employee's response to the issue.

Each NUS employee's file is confidential and in the care of Human Resources Department.

The NUS employee and the Director General are entitled to consult the NUS employee's file and to obtain a copy of it at any time.

3.5.4 Rules regarding Establishment of Salary

The salary of a NUS employee is determined by the College, taking into account level of education and years of experience, while respecting the minimum and maximum of the salary scale of the job classification concerned.

3.5.5 Probation

- a) Each new NUS employee is subject to a probationary period prior to obtaining stability of employment as described in article 3.5.6.

- b) The duration of the probationary period is twelve (12) months of continuous and active service.
- c) During the probationary period, the NUS employee will benefit from at least two written performance appraisals, both of which will be kept in the NUS employee's file. *(See article 3.5.7 for more details on performance appraisal.)*
- d) When a NUS employee has completed the probationary period, that employee's contract extends to an indefinite period of time and the employee becomes eligible for stability of employment.
- e) The provisions of article 3.5.5d) do not apply to NUS employees engaged on an interim, temporary or occasional project.
- f) NUS employees in interim positions will have the applicable interim period(s) considered as part of the probationary period described in article 3.5.5b) in the event that they are offered the position on a permanent basis and provided that their two performance appraisals were satisfactory.

3.5.6 Stability of Employment

The stability of employment terms apply to all NUS employees of Heritage College who have successfully completed their probationary period.

The NUS employee who has acquired stability of employment and whose employment contract is terminated will receive severance pay of one month for each year of full-time consecutive and active service, up to a maximum of six (6) months of severance pay, at the current salary rate of said employee. No NUS employee shall benefit from this provision more than once, nor may any NUS employee receive double payment

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if that employee is offered another position within the College.

3.5.7 Performance Appraisal

A NUS employee who is covered by employment stability is subject to a yearly performance appraisal.

A NUS employee who is not covered by employment stability is subject to at least two performance appraisals during the first year of employment, including one which must be held during the first six months.

The NUS employee will receive a copy of each performance appraisal.

3.5.8 Temporary Assignment

The College may temporarily assign a NUS employee, after consultation with the employee concerned, when it deems the situation requires it.

Unless warranted by a special situation, a temporary assignment cannot exceed one year. With the agreement of the NUS employee, the College can prolong it.

3.5.9 Professional Development

The College reimburses work-related travel expenses that have been approved according to the professional development policy and procedures in effect and as per the established *Law 90 Guidelines*.

3.6 Disciplinary Measures

The College may take disciplinary measures against a NUS employee subject to the recourse rights stipulated in the present policy.

Any NUS employee may be accompanied by another College employee of their choice at any meeting with the College concerning a warning, written reprimand or any other disciplinary measure.

3.6.1 Warning and Reprimand

The following steps will be taken by the College in the case of a complaint on which the College intends to take action:

First step: a warning.

Second step, if needed: a written reprimand, including a corrective plan of action.

Any written reprimand which has been placed in a NUS employee's file can be withdrawn from said file within the following 24-month period, if there has been no other written reprimand during that period, or when the causal situation has been resolved. Such withdrawal requires the mutual agreement of the NUS employee and the Director General.

3.6.2 Suspension

Disciplinary measures may lead to suspension.

As a consequence, when in the opinion of the College immediate action is required, the College may suspend a NUS employee, owing to serious prejudice caused by said employee to the College, external members of the Heritage College Board, staff or students. The employee's salary is maintained during the investigation period.

The College shall provide the employee with notification, in writing, of the reasons that led to such a measure. A suspension will not usually exceed 30 days.

3.6.3 Severing of Contract

The Director General or a delegate is the only authority with the power to terminate a NUS employee's contract.

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When the Director General terminates a NUS employee's contract, the employee must be informed in writing of the reasons and facts justifying the severing of the contract and, in doing so, conforms to the provisions of the *Canada Labour Code*, all other applicable government laws and regulations, and College bylaws and policies.

A NUS employee may terminate their contract at any time provided that the employee gives thirty (30) working days notice to the College, or any other mutually agreeable notice.

3.7 Civil Liability

The College will undertake the defence of a NUS employee whose civil liability is involved through the conscientious and accountable performance of said employee's duties.

ARTICLE 4 Roles and Responsibilities

In matters relating to the provisions of the present policy, the Director General represents the interests of the College and the NUS group represents the interests of all NUS employees.

ARTICLE 5 Revision

The present policy will be reviewed at least every five (5) years, and revised when deemed necessary.

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GLOSSARY

For the purposes of the present policy, whenever the terms “the parties”, “the employee” and “the Union” are used in the “Collective Agreement for Support Personnel of Colleges” affiliated with the CSN, these terms are understood to apply as follows with respect to NUS employees:

The parties: The local parties, that is to say the College and the group of NUS employees.

Employee: Any individual included in the group of NUS employees.

The Union: The group of NUS employees.

College: Heritage College/Collège Heritage.

**Non-unionized
support (NUS)
personnel
group:**

A group of two or more support employees who are not members of the Support Personnel FEESP-CSN.

NUS: An acronym referring to non-unionized support personnel.

Active service: Period during which a NUS employee has received a salary from the College following a work engagement (contract) or an authorized paid leave of absence. Absences during which a NUS employee receives salary insurance benefits, employment insurance benefits, CSST benefits, RAAQ benefits or benefits provided under the Workmen’s Compensation Act, are considered to be active service.

Continuous service: Period during which a NUS employee maintains uninterrupted employment ties with the College.

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Related Document(s)

This document is to be used in conjunction with:

- *Heritage College Policy #3 concerning Personnel Management.*³
- *Heritage College Policy #6 concerning a Respectful Workplace Free of Discrimination and Harassment.*⁴
- *Heritage College Policy #10 concerning Human Resources.*⁵
- *Heritage College Policy #11 concerning Professional Development.*⁶
- *Heritage College Policy #12 concerning the Appraisal of Non-Teaching Personnel.*⁷
- *Heritage College Policy #13 concerning Staffing.*⁸
- *Heritage College Policy #14 concerning the Welcoming, Integration and Recognition of Staff Members.*⁹
- *Heritage College Policy #28 concerning Employment Equity.*¹⁰
- *Heritage College Procedure #16 concerning a Respectful Workplace Free of Discrimination and Harassment.*¹¹
- *Heritage College Guidelines #1 concerning Staff Recognition.*¹²
- *Heritage College Charter of Rights and Responsibilities.*¹³
- *Law 90 Guidelines.*¹⁴
- *Reference Document #P27.1—Heritage College Non-Unionized Support (NUS) Personnel Positions, Corresponding Classifications and Related Departments/Services.*¹⁵

³ Copies of this document are available from Human Resources.

⁴ Ibid.

⁵ Ibid.

⁶ Ibid.

⁷ Ibid.

⁸ Ibid.

⁹ Ibid.

¹⁰ Ibid.

¹¹ Ibid.

¹² Ibid.

¹³ Ibid.

¹⁴ Ibid.

¹⁵ Ibid.

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Appendix #P27.1—Exclusions related to the Preamble of *Heritage College Policy #27 concerning Working Conditions for Non-Unionized Support (NUS) Personnel*

Unless otherwise indicated herein, the following provisions of the “Collective Agreement for Support Personnel of Colleges” affiliated with the CSN are to be excluded from the present policy:

Chapter 1 Definitions

- 1-1.08 Grievance
- 1-1.12 Parties
- 1-1.13 Provincial Employer Party
- 1-1.14 Provincial Union Party
- 1-1.15 Employee
- 1-1.18 Student Employee
- 1-1.23 Specific Project
- 1-1.26 Education Sector
- 1.1-27 Union
- 1-2.00 Purpose of the Collective Agreement

Chapter 2 Jurisdiction and Scope of Application

Chapter 3 Union Rights

Chapter 4 Participation

Chapter 5 Movement of Personnel

Chapter 6 Salary Conditions

Section 6-4.00—Rules Governing Promotion and Transfer

Section 6-5.00—Modifications of Duties

Section 6-6.00—Arbitrator’s Powers and Responsibilities

Section 6-8.00—Premiums

Section 6-7.00—Payment of Salaries

Article 6-7.01, exclude only the last sentence, “If the Union so requests, ...”

Article 6-7.06

Section 6-10.00—Regional Disparities

Section 6-11.00—Creation of new classes of employment and modifications to the classification plan.

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- Chapter 7 Working Conditions and Fringe Benefits**
Section 7-2.00—Work Schedule
 Article 7-2.03, paragraphs a) and b)
 Article 7-2.04
 Article 7-2.05, is to be included, but the word “Union” should be interpreted as “non-unionized employee concerned.”
Section 7-3.00—Overtime
 Article 7-3.03, exclude only the last sentence: “The College and the Union may agree.... .”
Section 7-11.00—Leave without pay
 Article 7-11.01, exclude only the last two sentences: “If the leave is ... as well as of the College’s response.”
- Chapter 8 Training and Professional Development**
- Chapter 9 Grievance and Arbitration Procedures**
- Chapter 10 General Provisions**
 Section 10-1.00—Outside Contracts
 Section 10-2-.00—Modifications of Working Conditions
 Section 10-3.00—Publication
 Section 10-8.00—Technological Changes
 Section 10-11.00—Duration of the Collective Agreement

APPENDICES

- Appendix A** Moving Costs
Appendix D Salary Rates for the Student Employee
Appendix E Creation of Part-Time Positions on an Annual Basis
Appendix G List of Zones applicable to Each College with Respect to Employment Priority and Employment Security
Appendix I Working Conditions of the Seasonal Personnel carrying out Duties pertaining to the Day Camp Programs of Collège Montmorency
Appendix N Letter of Agreement concerning the Improvement of the Quality and Presentation of the Text of the Collective Agreement.