

Article 9-4.00 - Classification Grievances

9-4.01

An employee or the Union who maintains that the principal and customary duties that the College requires the employee to perform do not correspond to his class of employment may submit a reclassification request to the human resources department according to the procedure provided for in this article, and shall do so within thirty (30) working days of the occurrence of the situation. The request must indicate the class of employment requested.

Neither the deadline of thirty (30) days provided for in preceding paragraph, nor the occurrence of a situation prior to the date of the coming into force of the agreement may have the effect of rendering the request invalid if the situation continues during the thirty (30) days preceding the filing of the request.

The reclassification request shall be accompanied by the form agreed upon by the national parties, including a detailed description of the employee's principal and customary duties.

9-4.02

The College shall analyze the employee's tasks and confirm or refute the statements appearing in the form submitted in accordance with the preceding clause.

Following this analysis and no later than the thirtieth (30th) working day after the submission of the reclassification request, the College shall communicate its decision to the employee and the Union. Where applicable, the College shall identify its differences with regard to the statements appearing in the form.

9-4.03

If no decision is rendered within the deadline provided in clause 9-4.02, or in the case of a refusal on behalf of the College, the reclassification request shall be referred to the local classification committee.

Unless the parties agree, the local classification committee will meet within ten (10) working days following the College's response to the employee, or following the deadline provided for in clause 9-4.02.

9-4.04

The local classification committee is made up of a maximum of two (2) representatives of the Union and of a maximum of two (2) representatives of the College.

Subject to the provisions of this article, the local classification committee is self-sufficient with regards to its operating procedure.

An agreement reached at the local classification committee binds the parties and the concerned employee.

9-4.05

If no settlement is reached after the first meeting of the local classification committee, the reclassification request shall then become a classification grievance dully submitted to the College.

9-4.06

The Union wishing to submit the grievance to the arbitration procedure shall provide written notice to the College and to the first arbitrator, whose name appears in article 9-2.00, within forty-five (45) days following the date of the first meeting of the local classification committee. At the same time as the notice of arbitration is submitted, the Union shall forward the notice of grievance to the first arbitrator. This deadline is mandatory and may not be extended without the written consent of the parties.

9-4.07

The setting of a date and place for the arbitration hearing and the appointment of an arbitrator shall be carried out in accordance with the provisions of article 9-2.00 with the necessary adjustments.

9-4.08

The Union shall, no later than ten (10) working days before the day of the hearing, send the arbitrator a copy of the request specified in clause 9-4.01, the form and the College's response provided for in clause 9-4.02.

Powers and responsibilities of the arbitrator

9-4.09

In addition to every power provided for in article 9-2.00, the arbitrator who accedes to a classification grievance according to this article shall only have the authority to grant monetary compensation equivalent to the difference between the employee's salary and the higher salary corresponding to the duties which, in arbitration, the employee demonstrated he performs.

However, there shall not be any retroactive payment under this article when more than ninety (90) days have elapsed from the date the grievance was filed.

9-4.10

Monetary compensation may not be awarded later than the date of the arbitrator's decision and must be determined by the application of the rules governing promotion and transfer as provided for in article 6-4.00.

9-4.11

To fulfill his mandate, the arbitrator must refer to the classification plan and establish a correspondence between the duties performed by the employee and those set out in the classification plan.

If the arbitrator cannot establish the aforementioned correspondence, because no employment class in the classification plan corresponds to the duties of the employee, the following provisions shall apply:

1. Within twenty (20) working of the arbitrator's decision, the national parties shall meet to determine a monetary compensation within the salary scales provided for in the agreement and to agree, if applicable, on the employment class to which this compensation corresponds for the purposes of applying clause 9-4.12.
2. Failing an agreement, the Union affected by the arbitration decision may request that the arbitrator determine the monetary compensation by finding in the agreement a salary similar to the salary associated with duties comparable to those of the employee concerned, with respect to the sectors provided for in the *Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors* (R.S.Q., c. R-8.2).

9-4.12

If the College:

- a) accedes to the classification grievance and decides to maintain the characteristics of a position,
- or
- b) decides to maintain the characteristics of a position whose incumbent was entitled to a monetary compensation,

the employee shall remain the incumbent of the position whose classification has been modified and shall be reputed to have the requested qualifications and meet the conditions required by the College with regard to the aforementioned position.

If the College decides to comply with this clause, the employee who would temporarily occupy the position shall receive the remuneration attached with the position.

9-4.13 Prior Classification Grievances

Classification grievances submitted to arbitration according to prior collective agreements or provisions constituting collective agreements shall be heard in accordance with these collective agreements or provisions constituting collective agreements.

Notwithstanding the foregoing and except in cases where a grievance has already been referred to a board, these grievances shall be heard by a classification arbitrator whose name appears in paragraph b) of clause 9-2.09 of the agreement. In the case of a classification grievance submitted to mediation-arbitration in accordance with the provisions of the 2005-2010 collective agreement, these grievances are heard by a mediator-arbitrator whose name appears in paragraph c) of clause 9-2.09 of this agreement.

The parties may agree to refer a classification grievance filed for mediation-arbitration in accordance with the provisions of the 2005-2010 collective agreement to the procedure provided for in this article. In which case, clauses 3-3.03, 9-2.04, 9-2.05 and 9-2.10 up to 9-2.13 apply by making the necessary adjustments.