



Title:	LEAVES OF ABSENCE – SUPPORT STAFF – POLICY AND PROCEDURES
CLASSIFICATION:	HUMAN RESOURCE MANAGEMENT
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1. Preamble

This document is meant only as a summary and supplement to the provisions of the support staff collective agreement with respect to leaves of absence. Wherever possible, references to the FPSES (CSQ) 2010-15 Collective Agreement have been included. All applications for leave must be submitted to the Human Resources Department within the deadlines indicated. Decisions on leaves of absence are made by the HR Department after any required consultation.

2. Maternity Leave (7-4.06 et al)

Maternity leave is normally 21 weeks paid leave @ 93% of regular salary, partially funded by the *Régime québécois de l'assurance parentale (RQAP)*. The employee must have 20 weeks' service in the College to be eligible. The employee must give at least two (2) weeks' notice prior to departure and, in cases eligible for RQAP, must coincide with the RQAP maternity leave. The support staff employee will be notified by the College four (4) weeks prior to the end of the maternity leave or her expected date of return. At that point the employee may apply for a parental leave of absence without pay (see clause 5. below).

3. Paternity Leave (7-4.21 et al)

In addition to the 5-day paternity leave with pay for the birth of a child by his/her spouse, a support staff employee is also eligible for a 5-week paid paternity leave partially funded by the *Régime québécois de l'assurance parentale (RQAP)*. This leave, which is normally five (5) consecutive weeks must be completed by the end of the 52nd week following the week of the child's birth. The employee must give at least three (3) weeks' notice prior to departure and include the date of return in the request. Prior to the end of the leave, the employee may apply for a parental leave of absence without pay (see clause 5. below).

4. Adoption Leave (7-4.30 et al)

Support staff employees who adopt a child other than that of one's spouse are eligible for a 5-week paid leave partially funded by the *Régime québécois de l'assurance parentale (RQAP)*. This leave, which is normally five (5) consecutive weeks, must be completed by the end of the 52nd week following the week of the child's arrival in the home. The employee must give at least three (3) weeks' notice prior to departure and include the date of return in the request. Prior to the end of the leave, the employee may apply for a parental leave of absence without pay (see clause 5. below).

5. Parental Leaves (Extension of Maternity, Paternity or Adoption Leave 7-4.41 et al)

These leaves immediately follow a maternity, a paternity or an adoption leave and may be partially funded by *Régime québécois de l'assurance parentale (RQAP)*. Notwithstanding any funding from *RQAP*, for collective agreement purposes they are all considered leaves of absence without pay. They may be on a full-time or a part-time basis. The employee must give at least three (3) weeks' notice prior to beginning the leave and the notice must include the intended date of return.

6. Leave for Family Reasons (7-16.08)

These leaves apply to specific family situations when a support staff employee must be absent to fulfil family obligations for serious and specific reasons. The support staff employee who wishes to avail her/himself of such a leave will advise the College as soon as possible and provide, upon request, a proof to account for such an absence. For more information, contact the HR Department.

7. Leave with Deferred or Anticipated Salary (Sabbatical Leave) (7-17.00)

This plan provides the opportunity for a permanent support staff employee to reduce salary while working full-time in order to benefit from a leave with pay. The duration of the leave is from 6 to 12 months and the period of the plan is 2, 3, 4 or 5 years. The plan will be the subject of a formal agreement between the College and the employee. The support staff employee who wishes to benefit from this plan must apply in writing to the HR Department.

8. Program of Voluntary Reduction of Working Hours (PVRWH) (7-2.05)

This plan allows regular full-time support staff employees to reduce their workload with little effect on other working conditions. Details of the program are contained in the local agreement that is appended to this document (Appendix I). The normal deadline to apply to the HR Department is April 30 for the year beginning July 1.

9. Leave Without Pay (Personal Leave) (7-10.00)

This plan allows support staff employees to be absent without pay on a full-time or a part-time basis for up to 12 months. The support staff employee must give ten (10) working days' notice for a leave of one (1) month or less and thirty (30) days' notice for a leave of one (1) month or more.

10. Leave Without Pay (Education Leave) (7-10.02, 2nd paragraph)

This plan allows support staff employees to be absent without pay on a full-time or part-time basis to follow a program of study under the same terms as clause 9. above with the additional benefit that seniority is recognized during the leave and the duration of the leave coincides with the normal duration of the program of study.

11. Progressive Retirement (7-18.00)

This plan allows full-time support staff employees who are within 5 years of being eligible to retire to reduce their workload by a minimum of 20% and a maximum of 60% while getting full year's credit towards the pension plan for each year of participation. Participation is for a minimum of one year and a maximum of 5 years. At the end of the plan the support staff employee must retire from the College. The plan requires written notice from the support staff employee of 60 days and will be confirmed by formal agreement with the College. The beginning and end of the plan will coincide with the beginning and the end of academic semesters, including vacation periods.

12. Gradual Retirement (CARRA)

CARRA, the administrator of the College's pension plans, allows support staff employees who are aged from 65 to 68 to begin receiving their pension and continue to work for the College on a part-time basis. The sum of the part-time salary and the pension received during a twelve-month period may not exceed the support staff employee's full-time salary on the day of his retirement. On December 30 of the year the support staff employee turns 69, the professional retires fully from the College and is considered to have resigned as of

that date. The plan requires reasonable notice from the support staff employee and the plan will be confirmed by formal agreement with the College.

13. Recognition of Seniority and Experience

The College will strictly apply the seniority provisions of the collective agreement (5-3.00). These provisions vary with the type of leave and any questions should be referred to the HR Department. Similarly, recognition of experience during any leave is subject to the provisions of the collective agreement (6-2.00).

14. Effects of Leaves on Participation in Pension Plans

Maternity, paternity and adoption leaves with pay, along with sabbatical leave plans, are credited for pension purposes. Voluntary reduction of working hours plans and progressive retirement plans also give full credit for pension purposes provided the employee pays her/his full contribution as if s/he were not participating in the respective plan. All other leaves without pay (parental, personal, professional development) are periods eligible to be bought back for pension purposes. Requests to buy-back these periods from CARRA may only be processed once the leave is completed and must be processed through the HR Department.

15. Effects of Leaves on Working Conditions and Benefits

Leaves without pay, including parental leaves, generally have an effect on banks of sick days, statutory holidays, accumulation of vacation and service for acquisition of tenure. At the time of application for any leave, the support staff employee is well advised to speak with the HR Department concerning any effects on these working conditions.

Appendix I – Local Agreement – Program of Voluntary Reduction of Working Hours

Agreement no: 2011-01

BETWEEN

The Dawson Support Staff Union (CSQ), hereafter referred to as “The Union”

AND

Dawson College, hereafter referred to as “The Employer”

Subject: Agreement concerning the establishment of a program of voluntary reduction of working hours (PVRWH)

WHEREAS the Employer and the Union are bound by the provisions of a collective agreement duly negotiated and accepted within the framework of the Labour Code (L.R.C.c. C-27) and the *Act respecting conditions of employment in the public and parapublic sectors* (L.R.Q., c. R-8.2) agreed to between the Fédération du personnel de soutien de l’enseignement supérieur (CSQ) and the Comité patronal de négociation des collègues (hereafter referred to as “the collective agreement”);

WHEREAS clause 7-2.05 of the collective agreement stipulates that the parties may agree to establish a program of voluntary reduction of working hours (PVRWH);

BY MUTUAL CONSENT, the parties agree to the following:

1. The objectives of the program of voluntary reduction of working hours shall be:
 - to enable the employee to benefit from more free time and thus increase her quality of life at work and away from work;
 - to protect and promote the creation of jobs;
 - to realize savings.

2. The program shall apply to regular full-time employees who request to participate.

Participation in this program is voluntary and cannot be combined with other programs of leaves stipulated in the collective agreement, except for leaves stipulated in articles 3-4.00 (Releases for National Union Affairs), 7-4.00 (Parental Rights) and 7-14.00 (Life, Health and Salary Insurance Plans).

3. The program shall last for twelve (12) months beginning July 1. For the duration of the collective agreement, the College cannot refuse an employee’s first request without a valid reason. All subsequent requests or renewals shall require an agreement between the College and the employee, applicable for the duration of the collective agreement.

4. The employee who wants to participate in the program for voluntary reduction of working hours must submit a request, in writing, to the College, no later than April 30¹. The request must specify the dates on which the program would begin and end as well as the chosen option. The College reserves the right to refuse any program which does not respect the start date provided for in paragraph 3 above. In all cases, a preliminary agreement between the employee and his/her supervisor on which part of the week the reduction will be taken is required. The Union shall receive a copy of the request.
5. The employee may choose one of the following options:
 - a) the normal number of working hours is reduced by three (3) hours per week. The remaining working hours are then distributed over four (4) working days;
 - b) the normal number of work days is reduced by one (1), over each period of two (2) weeks;
 - c) the normal number of work days is reduced by one (1) per week;
 - d) any other option agreed to between the College and the Union, in which case they must agree on the benefits to be provided including the terms and conditions of additional work.
6. In the determination of work schedules which results from the implementation of a program of voluntary reduction of working hours, employees with family obligations as defined by the *Labour Standards Act* (L.R.Q., c. N-1.1) shall have priority in the assigning of work schedules. When requested, these employees must provide the College with a document attesting to these obligations.
7. The employee benefitting from the program may be called upon to perform overtime. The definition of overtime is the same as for part-time employees as outlined in 7-3.00 of the collective agreement.
8. The employee shall be entitled to the vacation provided by article 7-7.00 just as if she was not participating in the program. Nevertheless, during a week when the employee who is participating in the voluntary workload reduction program is completely on vacation, the employee will be paid a full 35 or 38³/₄ hours, according to his/her classification, and these hours will be deducted from the vacation bank unless there is a separate written agreement between the employee and his/her supervisor.

The employee shall also accumulate seniority just as if she was not participating in the program.
9. The number of sick-leave days credited in accordance with the first paragraph of clause 7-14.36 shall not be reduced for the employee participating in the program.

¹ For 2011-12 only, the Employer will consider applications received by December 9, 2011 for the period January 1 to June 30, 2012.

For administrative purposes, these days shall be converted into a bank of hours, based on the number of normal hours stipulated in clause 7-1.01 of the collective agreement.

This bank will enable the participating employee to receive a weekly salary which corresponds to her reduced workweek. At the end of the contractual year, clause 7-14.36 shall apply.

10. The employee participating in the program shall benefit from the number of legal holidays stipulated in clause 7-5.01. For administrative purposes, these days shall be converted into a bank of hours, based on the number of hours stipulated in clause 7-1.01 of the collective agreement.

This bank will enable the participating employee to receive a weekly salary which corresponds to her reduced workweek during the week that she benefits from a legal holiday. On June 30, the balance of hours not used shall be converted into additional vacation.

11. During the program, the College will continue to pay its contribution to the pension plan, just as if the employee was not participating in the program, as long as the employee continues to pay her contribution.
12. The employee may end his/her participation in the program by sending the College written notification at least thirty (30) days before her return, unless otherwise agreed to between the parties.

IN WITNESS WHEREOF, the parties have signed in Westmount this ____ day of _____ 2011.

FOR THE UNION

FOR THE EMPLOYER

(The parties signed this agreement on November 25, 2011.)