



Title:	LEAVES OF ABSENCE – PROFESSIONALS – POLICY AND PROCEDURES
CLASSIFICATION:	HUMAN RESOURCE MANAGEMENT
FIRST ADOPTED:	June 1995
AMENDED:	November 2013

Table of Contents

1. Preamble	1
2. Maternity Leave (8-6.06 et al)	2
3. Paternity Leave (8-6.21 et al)	2
4. Adoption Leave (8-6.31 et al)	2
5. Parental Leaves (Extension of Maternity, Paternity or Adoption Leave 8-6.41 et al).....	2
6. Leave for Family Reasons (8-5.06)	2
7. Leave with Deferred or Anticipated Salary (Sabbatical Leave) (8-12.00).....	3
8. Voluntary Workload Reduction (VWR) (8-13.00)	3
9. Leave Without Pay (Personal Leave) (8-7.02, 8-7.04 et al)	3
10. Half-time Leave of Absence (Personal Leave) (8-7.01, 8-7.04 et al).....	3
11. Professional Development Leave Without Pay (8-7.03, 8-7.04 et al)	3
12. Progressive Retirement (Annex D)	3
13. Gradual Retirement (CARRA)	4
14. Recognition of Seniority and Experience	4
15. Effects of Leaves on Participation in Pension Plans	4
16. Effects of Leaves on Working Conditions and Benefits.....	4
Appendix I – Local Agreement – Voluntary Workload Reduction.....	5

1. Preamble

This document is meant only as a summary and supplement to the provisions of the professionals’ collective agreement with respect to leaves of absence. Wherever possible, references to the FPPC (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 (8-6.06 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 professional will be notified by the College four (4) weeks prior to the end of the maternity leave of 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 (8-6.21 et al)

In addition to the 5-day paternity leave with pay for the birth of a child by his/her spouse, a professional 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 (8-6.31 et al)

Professionals 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 8-6.41 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 (8-5.06)

These leaves apply to specific family situations when a professional must be absent to fulfil family obligations for serious and specific reasons. The professional 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) (8-12.00)

This plan provides the opportunity for a permanent professional 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 professional who wishes to benefit from this plan must apply in writing to the HR Department.

8. Voluntary Workload Reduction (VWR) (8-13.00)

This plan allows regular full-time professionals to reduce their workload with little effect on other working conditions. Possible workload reductions are covered under clause 8-13.05 and the local agreement 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) (8-7.02, 8-7.04 et al)

This plan allows professionals to be absent without pay for up to 12 months. The first request for leave under the current collective agreement may not be refused by the College without reasonable grounds. The professional must give ten (10) working days' notice for a leave of one (1) month or less and thirty (30) working days' notice for a leave of one (1) month or more.

10. Half-time Leave of Absence (Personal Leave) (8-7.01, 8-7.04 et al)

This plan allows professionals to be on half-time leave without pay for up to 12 months. The first request for leave under the current collective agreement may not be refused by the College without reasonable grounds. The professional must give ten (10) working days' notice for a leave of one (1) month or less and thirty (30) working days' notice for a leave of one (1) month or more.

11. Professional Development Leave Without Pay (8-7.03, 8-7.04 et al)

This plan allows professionals to be absent on a half-time or full-time basis to participate in professional development under the same terms as clause 9. and 10. above with the additional benefit that seniority is recognized during the leave.

12. Progressive Retirement (Annex D)

This plan allows full-time professionals 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 professional must retire from the College. The plan requires written notice from the professional 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.

13. Gradual Retirement (CARRA)

CARRA, the administrator of the College's pension plans, allows professionals 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 professional's full-time salary on the day of his retirement. On December 30 of the year the professional 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 professional and the plan will be confirmed by formal agreement with the College.

14. Recognition of Seniority and Experience

The College will strictly apply the seniority provisions of the collective agreement (5-2.00). 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 (6-4.00).

15. 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 workload reduction 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.

16. 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 professional is well advised to speak with the HR Department concerning any effects on these working conditions.

Appendix I – Local Agreement – Voluntary Workload Reduction

Whereas under the Collective Agreement (FPPC-CSQ 2010-15) the Voluntary Workload Reduction (VWR) Program has been incorporated in Article 8-13.00;

Whereas the College and the Union wish to enter into a mutually acceptable local arrangement in accordance with Article 8-13.12 of the 2010-2015 Collective Agreement to replace the local agreement of March 15, 2001.

THE PARTIES AGREE AS FOLLOWS:

- 1.01 The requests for all voluntary workload reductions of 12 months must be made to the College no later than April 30th to take effect July 1st. For 2011-2012 only, the deadline to apply for a voluntary workload reduction will be extended to May 31st, 2011. The salary reduction for all voluntary workload reduction plans of 12 months will be applied evenly for the entire period, except as specified in 1.04 below.
- 1.02 By exception, a voluntary workload reduction that is less than 12 months in duration and subject to a written agreement with the professional's manager may be submitted after the April 30th deadline but with a minimum of 30 days' notice.
- 1.03 In addition to the options provided in 8-13.05 sub-paragraphs a), b) and c), and in accordance with Article 8-13.05(d), professionals may reduce their workload by up to 60 days per year (*0.769 FTE*). Should professionals want to reduce their workload greater than 60 working days per year, i.e., a workload of less than 0.769FTE but to a maximum reduction of 40%, vacation entitlement shall also be reduced according to Article 8-4.04 and the table in Article 8-4.06 of the Collective Agreement. The professional and manager concerned must agree in writing to a schedule for the work period in question.
- 1.04 The professional who has a reduced workload of 60 days or less will accumulate vacation in accordance with 8-4.00 as if he/she were not participating in the program. Nevertheless, during a week when the professional who is participating in the voluntary workload reduction program is completely on vacation, the professional will be paid a full 35 hours and these hours will be deducted from the vacation bank unless there is a separate written agreement between the professional and the manager.
- 1.05 All other stipulations of Article 8-13:00 of the Collective Agreement shall apply.

(The parties signed this agreement on August 17, 2011.)