



FÉDÉRATION DU PERSONNEL SOUTIEN
DE L'ENSEIGNEMENT SUPÉRIEUR

GUIDE FOR COLLEGE SUPPORT STAFF MEMBERS

SABBATICAL LEAVE PLAN WITH DEFERRED OR ANTICIPATED SALARY

Article 7-17.00

Applicable to regular employees

Caution:

This is a working document of rights contained in the collective agreement of the college's support staff personnel: FPSES – CSQ (C-7)

The collective agreement including the national letters of agreements and the stated laws remain the only official documents.

If in doubt it is important to contact your local Union.

APPLICATION GUIDE CONCERNING THE SABBATICAL LEAVE PLAN WITH DEFERRED OR ANTICIPATED SALARY

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WHO HAS THE RIGHT TO A SABBATICAL LEAVE OF ABSENCE WITH DEFERRED OR ANTICIPATED SALARY?

The **regular full-time or part-time employee** has the right to this type of leave. (Clause 7-17.01)

The **regular employee temporarily laid-off** also has the right to this plan. The collective agreement provides no restrictions in this case.

Correspondingly, the occasional (casual), substitute or student employee does not have the right to the sabbatical leave of absence with deferred or anticipated salary. (Clauses 2-3.04 and 2-3.05)

OBJECTIVE

A sabbatical leave: is a leave during which a person receives remuneration for work already performed (differed) or for work which she has committed to perform in the future (anticipated).

The sabbatical leave has for objective to allow the **regular personnel** the benefit of a remunerated leave of absence.

Caution: The leave cannot be taken before the employee has acquired employment security. (Clause 7-17.01)

When the taking of the leave is situated at the end of the plan (differed), the College cannot refuse the request without a valid reason. (Clause 7-17.01)

MODALITIES OF THE PLAN

In order to benefit from a deferred or anticipated leave of absence you must hold a regular position and not have been placed on availability, be disabled or be on a leave of absence without pay. (Clause 7-17.05)

The duration of the leave must be from six (6) months up to twelve (12) months and not be interrupted. (Clause 7-17.04)

You must apply to the college indicating:

- the length of the plan (2, 3, 4, or 5 years) ;
- the period of the leave (6, 7, 8, 9, 10, 11, 12 months) ;
- the probable beginning and ending dates of the plan. (Clause 7-17.05)

In certain cases the duration of the plan may be extended although the leave must begin at the expiry of a period of six (6) years from the date at which the amounts began to be deferred. (Clause 7-17.03)

Upon return, you reinstate your position and remain employed by the college for a period equivalent to the duration of the leave. (Clause 7-17.06)


Caution **If your immediate supervisor refuses your request, contact your Union to find out how and under what terms of application your Employer normally grants sabbatical leaves with deferred or anticipated salary.**



SALARY

During each year of participation to the plan you will receive the percentage of salary provided in the following table with respect to the duration of the plan:

PERIOD OF PARTICIPATION IN THE PLAN	2 YEARS	3 YEARS	4 YEARS	5 YEARS
DURATION OF THE LEAVE	SALARY PERCENTAGE			
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.83%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.17%	83.33%
11 months		69.44%	77.08%	81.67%
12 months		66.67%	75.00%	80.00%

 The salary to which the above percentage is applied corresponds to the salary you would receive had you not participated in the plan. (Clause 7-17.07)

RIGHTS AND OBLIGATIONS DURING THE PLAN

DURING THE PERIOD WHEN YOU ARE WORKING AND DURING THE PLAN

➤ **Salary increases**

The employee **benefits from all salary increases** to which she would have been entitled had she not participated in the sabbatical leave plan. (Clause 7-17.09)

➤ **Seniority**

You **accumulate your seniority** as if you were not participating in the sabbatical leave plan. (Clause 7-17.09)

➤ **Job postings**

The regular employee participating in a sabbatical leave with deferred or anticipated salary plan **is entitled to apply for all job postings:**

- vacant or newly created;
- replacement;
- specific project. (Clause 7-17.09)

➤ **Elimination of positions**

If the position of a person who is registered in a sabbatical leave with deferred or anticipated salary plan is eliminated, this person shall benefit from all of the collective agreement privileges she would have been entitled to if she was not participating in the plan. As a result, depending on **her status before her participation in the sabbatical plan**, she will be entitled to the regular application of the displacement « bumping » process. (Clause 7-17.09)

➤ **Annual advancement in salary step**

You are entitled to your annual advancements in salary step throughout the duration of your plan. (Clause 7-17.09)

See the FPSES guide [Determination of salary step](#)

➤ **Sick-leave days**

You accumulate the same number of sick-leave days as you would if you were not participating in the sabbatical plan throughout the duration of your plan. (Clause 7-17.09)

RETIREMENT PLAN

Your contribution to the retirement plan is established by the Law. For the purpose of establishing the value of the retirement benefits you shall be credited with one year of service for every year you participated in the plan and your salary will be based as the average salary obtained as though you did not participate in to the plan. (Clause 7-17.10)



ONLY DURING THE WORK PERIOD

- **You are entitled to all premiums** (evening shift, night shift, split-shift etc.) with respect to the hours worked; (Clause 7-17.07, 3rd paragraph)
- You are **paid** during a disability, a work accident, for vacation (annual holidays) and for legal holidays **with respect to the percentage associated with the plan**; (Clause 7-17.07)

ONLY DURING THE LEAVE PERIOD

- **You are not entitled to premiums** (evening shift, night shift, etc.); (Clause 7-17.07, 3rd paragraph)
- you are **remunerated in relation to the percentage foreseen in the plan**; (Clause 7-17.07)
- you may not receive any other remuneration from the College nor from any other company or association with which the college has any ties; (Clause 7-17.07, 4th paragraph)
- your total number of **vacation days will be reduced** during the plan. (Clause 7-17.09)

THE PLAN CEASES

The plan ceases in the event of:

- resignation;
- retirement;
- withdrawal from the plan;
- or death.

In which cases provisions are established.

(Clause 7-17.11)

THE PLAN CONTINUES

The plan continues if you are placed on availability, relocated to another college or voluntarily transferred, if the other College agrees. (Clause 7-17.13)



Specific terms are applicable during your plan in cases of:

- **disabilities,** (Clause 7-17.15)
- **work accidents or occupational illnesses** (Clause 7-17.15)

If the event (disability or work accident) occurs:

- during the period of leave; (Clause 7-17.15 a)
- after the period of leave; (Clause 7-17.15 b)
- before the period of leave extending to the date on which the leave period was scheduled to begin. (Clause 7-17.15 c)

If the event lasts more than 2 years. (Clause 7-17.15 d)

There are also **specific terms** applicable in cases of:

- **maternity or adoption leaves.** (Clause 7-17.16)

Note

You are given a **preventive leave for the pregnant or breastfeeding worker** while you are registered in a sabbatical plan. There is no mention of this case in the collective agreement. Consequently, your plan will continue to the point at which you take your maternity leave.

CASE STUDY A TEMPORARY ASSIGNMENT DURING THE PLAN

You hold a full-time position as office agent class 1. You take a sabbatical leave of six (6) months on a period of three (3) years. The length of your plan is from November 1st 2003 until October 30th 2006 and during this period the college will remunerate you at 83.33% of your salary.

If you take a **leave with anticipated salary** you take your leave and then reimburse the College. Your leave period will be from November 1st 2003 until May 1st 2004.

If you take a **leave with deferred salary** you pay the College before taking your leave. Your leave period will be from May 1st until October 30th 2006.

On September 1st 2005 you obtain a temporary assignment as office agent principal class and this temporary assignment ends June 30th 2006.

What will your salary be during the plan?

From November 1st 2003 up to August 31st 2005 the College will remunerate you 83.33% of the salary attributed as office agent class 1.

From September 1st 2005 up to June 30th 2006 the College will remunerate you 83.33% of the salary attributed as office agent principal class.

From July 1st 2006 up to October 30th 2006 the College will remunerate you 83.33% of the salary attributed as office agent class 1.



Do not hesitate to contact your Union office if you require additional information.