

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 collèges (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 CONSTANT, 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 38¾ 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.

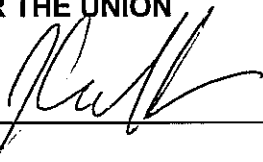
10. The employee participating in the program shall benefit from the number of legal holidays stipulated in clause 7-5.01. For administrative purposes, these days shall be converted into a bank of hours, based on the number of hours stipulated in clause 7-1.01 of the collective agreement.

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.

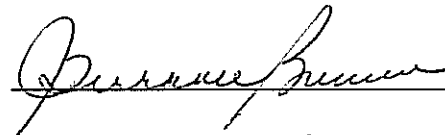
IN WITNESS WHEREOF, the parties have signed in Westmount this 25th day of November 2011.

FOR THE UNION



John Cuffaro
VP-External

FOR THE EMPLOYER



J. TERRANCE BRENNAN
DIRECTOR, ADMIN. SERVICES