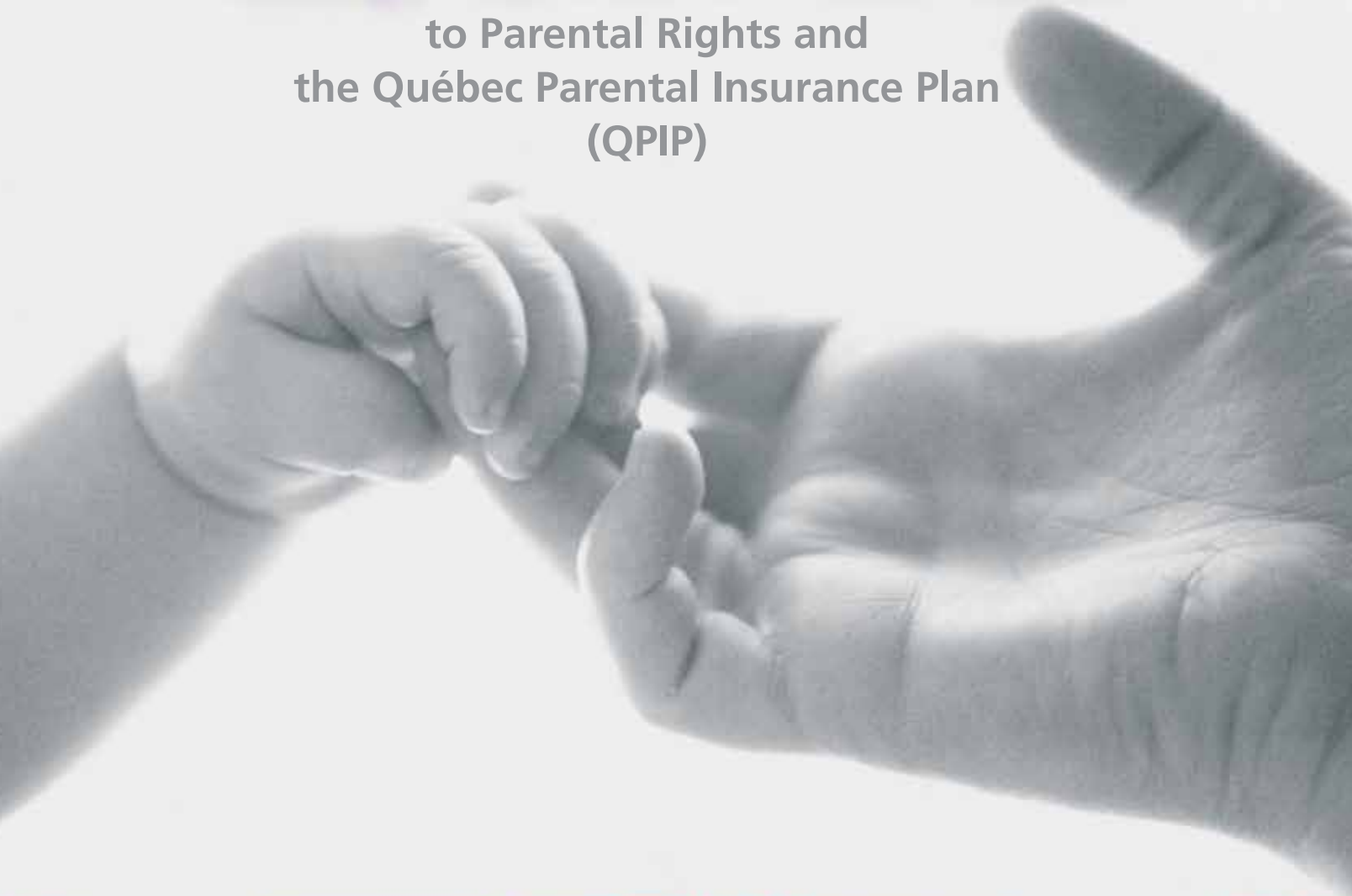


2010-2015 Edition

Guide

to Parental Rights and
the Québec Parental Insurance Plan
(QPIP)



For members of unions affiliated to the
Fédération des enseignantes et enseignants de Cégep (FEC)

IMPORTANT

READ THE FOLLOWING BEFORE
YOU READ ANY OTHER PART OF THIS DOCUMENT

Preamble

The goal of this document is to present an summary of the rights provided by the collective agreement, the Quebec Parental Insurance Plan (QPIP) and the Commission de la santé et de la sécurité du travail (CSST). It is available from your union or on the www.securitesociale.csq.qc.net website. It should be clear to the reader that the collective agreement and the relevant laws remain the true source of these rights. This document has therefore no legal value.

Furthermore, even though this document presents the principle elements of the QPIP, we strongly advise you to visit the www.rqap.gouv.qc.ca website or consult the QPIP information brochures.

It is essential that you speak to your own union to ensure that you are fully informed of all of the rights that relate to your personal situation.

Who should read this

This document is written for teachers who are members of unions affiliated to the Fédération des enseignantes et enseignants de cégep (FEC). The document of reference is the C1 2010-2015 collective agreement.

Those who reside outside of Quebec should speak to their union, because they will be covered by employment insurance, not the QPIP.

Mario Labbé, Advisor
Social Benefits, CSQ-Québec

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A) The Québec Parental Insurance Plan (QPIP) at a Glance

1- Basic Plan and Special Plan – Summary Table

Type of benefit	Basic Plan		Special Plan	
	Number of weeks of benefits	% of average weekly income	Number of weeks of benefits	% of average weekly income
Maternity (exclusively for the mother)	18	70%	15	75%
Parental (can be shared between parents)	7 25 (7 + 25 = 32)	70% 55%	25	75%
Paternity (exclusively for the father)	5	70%	3	75%
Adoption (can be shared between parents)	12 25 (12 + 25 = 37)	70% 55%	28	75%

Note: Both parents must choose the same plan (this choice is irreversible, with a few exceptions). This choice is exercised by the first parent who submits an application.

2- How Much?

Depending on the case, the amount of benefits is set at 75%, 70% or 55% of the average weekly income (AWI) of the applicant up to a maximum of \$1230.77 in 2011 (or \$64,000 per year). **This is usually the average income of the last 26 weeks** of the qualifying period (52 weeks) **during which the applicant had insurable earnings** (work income or business income, including vacation, paid leaves, overtime, premiums, etc).

Weeks during which no insurable earnings were received are not included in the calculation of these 26 weeks. This applies, for example, to weeks during which a person might have received CSST preventive leave benefits, QPIP benefits for a previous baby, employment insurance benefits or no income at all. These weeks have no effect on the average weekly income.

However, each week during which you received insurable earnings, **regardless of how little**, will be included in the 26 weeks used to determine your benefits.

Furthermore, the minimum divisor used to determine the average weekly income is 16. This means that a person with **at least 16 weeks** in her qualifying period during which she received work income relatively in line with her normal income will be entitled to receive reasonably good benefits.

Many exceptions make it possible to extend or modify the qualifying period in order to increase the rate of benefits (preventive leave, close pregnancies, employment insurance, etc.). These exceptions (articles 31.1, 31.2 and 32 of the Regulations for Applying the Act Respecting Parental Insurance, among others) make it possible to go back further than 52 weeks (maximum of 104 weeks) to find more weeks with work income. In cases involving close pregnancies, for example, article 31.1 makes it possible to receive the same rate of benefits for the second child as for the first, but only if certain very strict conditions are met. It may also sometimes be advisable to proceed with an “anticipatory submission” of your application for benefits. **Consult your union.**

QPIP benefits are calculated based on the individual’s gross income (individual, not family income) and are taxable (federal and provincial). But these are the only deductions that the QPIP will make. These benefits are not subject to any other deductions (RRQ, employment insurance, QPIP, RREGOP, union dues, etc.). But the taxes deducted by the QPIP are insufficient, which often results in a disagreeable tax bill the following spring. To avoid this, you can ask the QPIP to deduct more federal and provincial taxes, directly on the application for benefits.

3- Who and When?

The first requirement of eligibility for QPIP benefits is that you must have received at least \$2,000 in insurable income during the qualifying period (see previous point).

The second requirement is that you must have stopped receiving any pay. This usually refers to the moment a person begins a maternity, paternity or adoption leave (after the paid leave of five days, where applicable). Once this condition has been met, a person may begin what is referred to as a benefits period, i.e., the period of time during which benefits may be received. This period always begins on a Sunday because the QPIP considers a week to run from Sunday to Saturday.

The earliest point at which maternity benefits may begin is 16 weeks before the expected date of delivery and the latest point at which they can end is 18 weeks after the actual week of the birth. For paternity, parental and adoption leaves, the benefits period may begin as early as the week of the birth or arrival of the child (or two weeks before for international adoptions) and will terminate no later than 52 weeks later.

Within these parameters, the QPIP allows a person to interrupt and resume the payment of benefits as they wish. On the other hand, don't forget that the QPIP only pays benefits, they do not grant leaves of absence. It is your employer that grants the leaves required to receive benefits, by virtue of provisions in the collective agreement or, if not applicable, by virtue of the Labour Standards Act. This means that you have to secure a leave of absence from your employer before you can request QPIP benefits. **Consult your union.**

4- Which plan should I choose?

For a mother who wishes to be absent from work for **46 weeks or more**, the basic plan would be financially more advantageous. This takes into account the additional benefits paid by the employer. For an absence of 45 weeks or less, the special plan would be more beneficial, even though the last weeks may leave you without income.

5- How do I apply?

The best way to apply for benefits is on the Internet and you will find all of the information you need at www.rqap.gouv.qc.ca, especially under the heading *Checklist*. Each parent must file their own application. As a general rule, you cannot file an application before the Sunday of the week you would like to begin to receive benefits (unless you are filing an "anticipatory submission", **consult your union**). Nevertheless, you can fill out the online form in advance on the Internet and save it until you are ready to apply. All you will have to do when the time comes is forward the form you have already filled out. The records of employment¹ that you will need to include for the weeks preceding your request for benefits are usually sent electronically by your employer. We suggest that you request a copy of these records. If your employer is slow to send along your records of employment, go ahead and file your application with the QPIP anyway.

6- Income while you are receiving benefits

As a general rule, **gross** employment income (including paid sick-leave and salary insurance), CSST and employment insurance payments are considered to be concurrent income and therefore deductible from your QPIP benefits. The QPIP does not, however, take into consideration additional benefits paid by the College during a maternity, paternity or adoption leave.

The person who is eligible to receive concurrent income for any given week should call the QPIP Centre de service à la clientèle (1-888-610-7727) to request an interruption of benefits for this week. Depending on the case, she may then be able to postpone this week to the end of her benefits period, as long as it is no later than 52 weeks after the week of the birth. If this is not possible, she must declare this concurrent income, which will be deducted from her benefits. During a period of maternity benefits, each dollar of concurrent income is deducted from these benefits. During other types of benefits (paternity, parental or adoption), only the portion of the concurrent income which exceeds 25% of the gross benefits will be deducted.

¹ This the same document used for employment insurance.

B) The Pregnancy – Special Leaves

1
Provisions
of the
collective
agreement
(clauses
5-6.19 to
5-6.21)

1.1 Preventive leave or interim assignment related to the pregnancy or breastfeeding (clause 5-6.19)²

If her working conditions entail risks to herself, the unborn child or the child she is nursing, the teacher may be immediately reassigned to another teaching load. During any such partial or total reassignment, the teacher continues to receive her normal salary³.

- The main reasons for reassignment or preventive leave are, among others:
- supervision of students in a hospital environment;
- certain movements required by the work (physical education for example);
- the use of certain toxic products (in a laboratory for example);
- etc.

However, should a teacher be incapable of performing her job due to a personal condition, she would more likely be eligible for a leave of absence due to complications or the risk of miscarriage (see 1.2).

If a reassignment is not immediately possible, the teacher will go on preventive leave during which she will receive income replacement payments from the CSST. For teachers who are eligible for QPIP benefits, the CSST income replacement benefits will terminate as of the fourth week before the anticipated delivery date. At this point, the teacher can begin her maternity leave and QPIP benefits.

Payments during a preventive leave are as follows:

The first five working days	The normal salary is paid by the employer
The following fourteen calendar days	90% of the salary is paid by the employer
Subsequent days	90% of the salary is paid by the CSST ⁴

The first five working days are considered to be insurable earnings by the QPIP. But the 90% compensation paid by the CSST (or by the College for the first 14 days) for a preventive leave is not considered to be insurable earnings. Nonetheless, these weeks serve to extend the qualifying period which is used to calculate average weekly income and the rate of benefits (see page 3).

The interactions between the preventive leave, the collective agreement and the QPIP can be numerous and complex, especially in cases of close pregnancies. They can sometimes entail negative consequences which can often be lessened or cancelled. **Consult your union.**

1.2 Complications or risk of miscarriage (clauses 5-6.20(1), 5-6.21 and 5-5.22)

In cases involving complications or the risk of miscarriage (for example, high-risk pregnancies, placental abruption, anaemia, gestational diabetes, back-aches, etc.), the teacher is entitled to a special leave and to salary insurance benefits (including sick-leaves, where applicable) for as long as prescribed by a medical certificate, but not extending beyond the day before the actual birth.

Note: The QPIP considers sick-leaves and salary insurance to be insurable earnings. Unfortunately, this means that they can have the effect of reducing the rate of QPIP benefits you receive. In 2011, the CSQ is still actively taking steps to correct this situation. **Consult your union.**

1.3 Termination of pregnancy prior to the beginning of the twentieth week before the expected date of delivery (clauses 5-6.20(2), 5-6.21 and 5-5.22)

The teacher is entitled to a special leave and to salary insurance benefits (including sick-leaves, where applicable) for as long as prescribed by a medical certificate.

1.4 Medical appointments related to a pregnancy (clause 5-6.20(3) and 5-6.21)

Four days or eight half-days with pay (to which can be added sick-leaves).

² For any questions dealing with preventive leaves for the pregnant or nursing worker, a pamphlet (D11000) is available from your own union or online at the CSQ's Sécurité sociale website (www.securitesociale.csq.qc.net).

³ It should be the same for the teacher who is removed from only one part of her duties without being reassigned. **Consult to your union.**

⁴ The maximum eligible salary is \$64,000 in 2011.

2
**Information
related to all
special leaves
(clauses
5-6.19 to
5-6.21)**

During a reassignment or a preventive leave, the teacher retains all the rights and privileges of her regular position.
The benefits retained during special leaves number 1.2, 1.3 or 1.4 are the same as those retained during a maternity leave (see page 7).

3
**Provisions of
the pension
plan (RREGOP)**

For the duration of special leaves number 1.1, 1.2 or 1.3, RREGOP will recognize exactly the same service as if the teacher were still at work, without the teacher having to pay contributions or having to take any measures whatsoever.

The same applies to medical appointments (number 1.4), except that the normal RREGOP contributions will be deducted by the College.

4
**What you
need to do**

4.1 Provisional reassignment and preventive leave (1.1)

Consult your doctor who will fill out a *Certificat visant le retrait préventif et l'affectation de la travailleuse enceinte ou qui allaite* and the form provided for this after consulting with the Direction de la santé publique (DSP) or the CLSC⁵.

Give the College (as soon as possible) a copy of the certificate and a copy of the report of the DSP or the CLSC.

4.2 Special leaves number 1.2, 1.3 and 1.4

Advise the College as soon as possible and give them the relevant medical documents.

For each medical appointment related to your pregnancy: a medical certificate or a report signed by a midwife as proof of the appointment.

⁵ For biological risks, it is important to act at the very beginning of your pregnancy. If your own doctor is not available, go to an emergency clinic.

C) Maternity leaves

1 Provisions of the collective agreement (clauses 5-6.08 to 5-6.18)

To be eligible for benefits paid by the College, the teacher must have accumulated at least twenty weeks of service performed in the public or parapublic sector in the course of her career⁶.

1.1 For the person eligible for QPIP benefits (clauses 5-6.08 to 5-6.14)

The teacher eligible for QPIP benefits is entitled to 21 weeks of maternity leave:

- with additional benefits paid by the College (difference between the QPIP and 93% of her salary);
- consecutive (subject to clauses 5-6.12, see page 13);
- distributed at the discretion of the employee, but must include the date of delivery.

The benefits per pay period for the 21 weeks of leave are calculated as follows::

93% of the basic weekly salary⁷
minus
benefits paid or payable by the QPIP

The following benefits are retained during this 21-week maternity leave (clause 5-6.57):

- Life insurance
- Health insurance and any other insurance plans, providing she pays her contributions
- Accumulation of vacation days or payment that stands in lieu of same
- Accumulation of sick-leave days
- Accumulation of seniority
- Accumulation of experience (advancement in salary step)
- Accumulation of continuous service for purposes of acquiring tenure
- The right to apply for a teaching load
- The right to postpone a maximum of four weeks of vacation

1.2 For the teacher not eligible for QPIP benefits⁸ (clauses 5-6.08 to 5-6.13 and 5-6.17)

The teacher not eligible for QPIP benefits is entitled to a leave of 20 weeks, and for 12 of these weeks 93% of her regular salary will be entirely paid by the College.

The 12 weeks of benefits paid by the College constitute insurable earnings. This means that at the end of these 12 weeks the teacher becomes eligible for QPIP benefits. At this point, you must ask the College for your employment record.

Note: The situations of those not eligible for the QPIP are often complex, requiring a case-by-case analysis. **Consult your union.**

2 Linking the collective agreement to the QPIP

If we combine the rights provided by the collective agreement with those of the QPIP we see that the mother can receive income from the College and the QPIP over a period of 50 or 40 weeks, depending on which plan she has chosen (basic or special).

During the 21-week maternity leave provided by the collective agreement, the teacher is paid 93% of her normal salary which she receives jointly from both the College and the QPIP.

After this, the teacher is entitled to a leave without pay as an extension of her maternity leave, during which she can receive parental benefits from the QPIP for a period of 29 or 19 weeks, depending on which plan she has chosen (basic or special).

6 The teacher who has not accumulated twenty weeks of service will only be entitled to a leave without pay.

7 The basic weekly salary of the part-time teacher is the average salary received in the 20 weeks preceding the leave. If these 20 weeks include periods of salary insurance, employment insurance or CSST benefits, the salary of reference is used, not the actual benefits received. Furthermore, periods of unpaid leave, lay-off or breaks in the employment contract are excluded from this calculation.

8 The teacher not eligible is one with less than \$2,000 of insurable earnings in the 52 weeks preceding the application for QPIP benefits, in spite of any extensions of her qualifying period.

Example 1 – Basic Plan

Maternity leave (21 weeks)	Weeks 1 to 18	18 weeks of QPIP maternity benefits (70%) + benefits from the employer = 93% of regular salary
	Weeks 19 to 21	3 weeks of QPIP parental benefits (70%) + benefits from the employer = 93% of regular salary
Extension without salary	Weeks 22 to 25	4 weeks of QPIP parental benefits (70%)
	Weeks 26 to 50	25 weeks of QPIP parental benefits (55%)
	Total	(21 x 93%) + (4 x 70%) + (25 x 55%) = an average of 72.2% over a period of 50 weeks

Example 2 – Special Plan

Maternity leave (21 weeks)	Weeks 1 to 15	15 weeks of QPIP maternity benefits (75%) + benefits from the employer = 93% of regular salary
	Weeks 16 to 21	6 weeks of QPIP parental benefits (75%) + benefits from the employer = 93% of regular salary
Extension without salary	Weeks 22 to 40	19 weeks of QPIP parental benefits (75%)
	Total	(21 x 93%) + (19 x 75%) = an average of 84.5% over a period of 40 weeks

3 Provisions of the pension plan (RREGOP)

For the duration of the maternity leave (21 weeks), RREGOP will recognize exactly the same service as if the teacher were still at work, without the teacher having to pay contributions or having to take any measures whatsoever. For extensions of maternity leaves, see page 12.

4 What you need to do

Give the College written notice of your pending maternity leave, two weeks before your anticipated departure, accompanied by a medical certificate or a report signed by a midwife attesting to the pregnancy and the expected date of delivery (see [example 1](#) or [2](#), depending on the case, at www.securitesociale.csq.qc.net).

File an application for benefits on the QPIP website at: www.rqap.gouv.qc.ca.

Send the College proof of your QPIP eligibility (see [example 3](#) at www.securitesociale.csq.qc.net).

Send the College a request to postpone vacation, if applicable, at least two weeks before the end of your leave (see [example 9](#) at www.securitesociale.csq.qc.net).

D) Paternity or adoption leaves

1 **Paternity** leaves (of five days and of five weeks) are exclusively restricted to fathers or the same-sex spouse who is official designated as being one of the infant's mothers.

Provisions of the collective agreement (clauses 5-6.22 to 5-6.38)

Adoption leaves are restricted to parents who adopt an infant.

1.1 Paternity or adoption leave of five working days paid at 100% by the College (clause 5-6.22 or 5-6.30)

These days may be discontinuous.

This **paternity** leave must be taken between the beginning of the actual delivery and the 15th day after the mother or the child returns home.

The **adoption** leave must be taken between the arrival of the child (or two weeks before in cases of international adoption) and two weeks after.

One of these days may be taken for the child's christening or registration.

The benefits retained during this leave are the same as during a maternity leave, including the postponement of vacation (clause 5-6.57, see page 7).

1.2 Paternity or adoption leaves of up to five weeks with additional benefits (clause 5-6.23 to 5-6.29 or 5-6.32 to 5-6.38)

Parents **eligible** for QPIP benefits are entitled to a five-week leave:

- with additional benefits paid by the College (difference between the QPIP and 100% of salary);
- consecutive (subject to clauses 5-6.25 or 5-6.34, see page 13);
- simultaneous with QPIP benefits;
- beginning no sooner than the week of the delivery and ending no later than 52 weeks after (**paternity**);
- beginning no sooner than the arrival of the child at the home⁹ or two weeks before in cases of international adoption, and ending no later than 52 weeks after (adoption).

The benefits retained during this leave are the same as during a maternity leave, including the postponement of vacation (clause 5-6.57, see page 7).

Note: The employee must actually be receiving QPIP benefits in order to be entitled to additional benefits from the College (paternity, parental or adoption). For example, a father who chose the special plan and wants to take a five-week leave should receive parental benefits after his three paternity benefits in order to be entitled to additional benefits during the last two weeks of his leave (clause 5-6.01).

The parent **not eligible** for QPIP benefits¹⁰ is entitled to a five-week leave with 100% of his normal salary paid by the College. The benefits retained during this leave are the same as during a maternity leave (clause 5-6.57, see page 7). The five weeks of benefits paid by the College constitute insurable earnings. At the end of these five weeks, the teacher will then be eligible for QPIP benefits. At this point, you must ask the College for your record of employment. **Consult your union.**

2 2.1 Paternity Leaves

Linking the collective agreement to the QPIP

The teacher may take as many as three separate leaves, but not divisible by virtue of the collective agreement, which do not necessarily have to be consecutive.

First, during the paternity leave of five paid days (clause 5-6.22), the teacher receives his usual salary from the College.

Second, during the maximum five-week paternity leave (clause 5-6.23), the teacher receives the equivalent of 100% of his salary when we combine QPIP benefits with the payments issued by the College.

Third, the teacher may take an unpaid leave as an extension of paternity leave (clause 5-6.40, see page 12), during which he could receive paternity benefits (if there are any left) or QPIP parental benefits, **but with no additional benefits paid by the College.**

⁹ The moment that the person assumes responsibility for the child "for purposes of adoption" is considered to be the starting point for both the QPIP and the collective agreement.

¹⁰ The parent not eligible is one with less than \$2,000 of insurable earnings in the 52 weeks preceding the application for QPIP benefits, in spite of any extensions of his qualifying period.

Example 1 – Two distinct leaves (basic QPIP plan)

Leave 1	Week1: from September 19 to 23, 2011	Paid paternity leave: 5 days paid at 100% by the College
Leave 2	Weeks 2 to 6: from September 26 to October 28, 2011	Paternity leave of up to 5 weeks: 5 weeks of paternity benefits of 70% paid by the QPIP + difference paid by the College = 100%

Example 2 – Three distinct leaves (basic QPIP plan)

Leave 1	Week 1: from September 19	Paid paternity leave: 5 days paid at 100% by the College
Leave 2	Weeks 2 to 4: from January 9 to 27, 2012	Paternity leave of up to 5 weeks: 3 weeks of paternity benefits of 70% paid by the QPIP + difference paid by the College = 100%
Leave 3	Weeks 5 and 6: from March 12 to 23, 2012	Unpaid leave as an extension of paternity leave: 2 weeks of paternity benefits of 70% paid by the QPIP (with no additional benefits paid by the College)

In example 2, since the father terminated his leave of up to five weeks after only three weeks, he has lost his right to additional benefits for the last two weeks. In fact, the last two weeks of QPIP benefits were paid within a leave **without pay**.

2.2 Adoption Leaves

If we combine the rights provided by the collective agreement with those of the QPIP we see that the teacher receives income from the College and the QPIP over a period of 38 or 29 weeks, depending on which plan was chosen (basic or special).

During the five-day paid adoption leave provided by the collective agreement, the teacher is paid 100% of his or her normal salary by the College.

During the 5-week adoption leave provided by the collective agreement, the teacher is paid 100% of his or her normal salary received jointly from both the College and the QPIP.

After this, the teacher is entitled to a leave without pay as an extension of his or her adoption leave. At this point the employee will receive no benefits or salary from the College, but may continue to receive adoption benefits from the QPIP for a maximum of 32 or 23 weeks, depending on which plan was chosen (basic or special).

Example 1 – Basic Plan

Week 1	5 days paid by the College = 100% of normal salary
Weeks 2 to 6	5 weeks of adoption leave paid by QPIP (70%) + College benefits = 100% of normal salary
Weeks 7 to 13	7 weeks of QPIP adoption benefits (70%)
Weeks 14 to 38	25 weeks of QPIP adoption benefits (55%)
Total	$(6 \times 100\%) + (7 \times 70\%) + (25 \times 55\%) = \text{an average of } 64.9\% \text{ over a period of } 38 \text{ weeks}$

Example 2 – Special Plan

Week 1	5 days paid by the College = 100% of normal salary
Weeks 2 to 6	5 weeks of adoption leave paid by QPIP (70%) + College benefits = 100% of normal salary
Weeks 7 to 29	23 weeks of QPIP adoption benefits (75%)
Total	$(6 \times 100\%) + (23 \times 75\%) = \text{an average of } 80.2\% \text{ over a period of } 29 \text{ weeks}$

3
**Adopting the
child of a spouse
(clause 5-6.31)**

A teacher who adopts the child of his or her spouse is entitled to five working days of leave, of which only the first two are paid. These days may be discontinuous but they must be taken within 15 days following the filing of the request to adopt.

The teacher who adopts the child of his or her spouse is fully entitled to QPIP adoption benefits (28 or 37 weeks depending on the plan chosen). To benefit from this, the teacher must ask the College for an unpaid extension of his or her five-day adoption leave.

The benefits retained during this leave are the same as during a maternity leave (clause 5-6.57, see page 7).

4
**Leave without
pay to adopt a
child other than
the child of a
spouse (clause
5-6.39)**

This leave can be for a maximum of ten consecutive weeks. It can be useful in the event that you need to travel for an international adoption more than two weeks prior to assuming legal responsibility for the child. However, it can end no later than the time when QPIP benefits begin (at which point the adoption leave of clause 5-6.32 begins).

The benefits retained during this leave are the same as for an unpaid leave (see page 12).

5
**Provisions of
the pension plan
(RREGOP)**

During a paid paternity or adoption leave (5 days) the normal RREGOP contributions are deducted by the College.

For the full duration of the five-week paternity or adoption leave provided by the collective agreement (except for the unpaid leave for adoption, see page 12), RREGOP contributions are deducted from the teacher's salary as usual, just as if the teacher was working. There is therefore no loss of rights under RREGOP, and no measures need to be taken by the teacher. For unpaid extensions of leaves, see page 12.

6
**What you
need to do**

For a paternity or adoption leave (five days), submit a written request to the College as soon as possible accompanied by a medical certificate indicating the date of the delivery or a document confirming the request to adopt (see [example 4](#) at www.securitesociale.csq.qc.net).

For paternity or adoption leaves of up to five weeks, submit a request at least **three weeks** in advance (see [example 5 or 6](#), depending on the case, at www.securitesociale.csq.qc.net).

For an unpaid leave for the purposes of adoption, submit a request at least two weeks in advance (see [example 8](#) at www.securitesociale.csq.qc.net).

Apply for paternity or adoption benefits online at the QPIP website: www.rqap.gouv.qc.ca.

Send the College proof of your QPIP eligibility (see [example 3](#) at www.securitesociale.csq.qc.net).

E) Leaves without pay to extend maternity, paternity or adoption leaves (“parental leaves”)

1

There are two options available for leaves without pay¹¹.

Option “1”: full-time leave without pay for a maximum of 52 consecutive weeks

- Begins at a time chosen by the teacher;
- Ends no later than 70 weeks following the birth of the child or, in the case of an adoption, 70 weeks after the parent assumes responsibility for the child;
- The employee can terminate the leave before the planned date with advance notice of 21 days coinciding with the beginning of a semester¹²

Option “2”: full-time leave without pay for a maximum duration of two years

The teacher can terminate the leave before the planned date with advance notice of thirty days, but the return must coincide with the beginning of a semester, unless otherwise agreed upon with the College (clause 5-6.52).

The following benefits are retained during leaves without pay to extend maternity, paternity or adoption leaves (clause 5-6.59 and 5-6.60):

- Accumulation of seniority
- Accumulation of experience (advancement in salary step)
- Health insurance (by paying her portion of premiums for the first 52 weeks and all premiums for subsequent weeks) and other applicable insurance plans
- Maintenance of the continuous sequence of contracts for purposes of acquiring tenure (subject to the provisions of clause 5-2.09)

Note: It is possible to terminate one of these leaves with a simple notice. Extending a leave, on the other hand, requires the agreement of the College, who may refuse. To protect yourself, it is probably advisable to begin by choosing the longer leave (option “2”) with the option to terminate it if you wish.

2

Linking the collective agreement to the QPIP

During any of the extended leaves without pay, the teacher receives no salary or benefits from the College. The teacher will, however, receive the number of weeks of paternity, parental or adoption benefits he or she is entitled to by virtue of the QPIP, depending on which plan was chosen and how these benefits are shared with his or her spouse, if applicable. For more details, go to www.rqap.gouv.qc.ca.

Note: A teacher may choose to take a leave without pay longer than the duration of her QPIP benefits. In such cases, the weeks after the QPIP benefits end will be without income, unless the teacher returns to work part-time.

3

Provisions of the pension plan (RREGOP)

Teachers should submit a request for a redemption of service if they wish to receive credit corresponding to a leave without pay¹³. The cost of the redemption will be equivalent to the contributions that would have been assessed if the employee had been at work¹⁴, as long as the request for redemption is submitted in the six months following the conclusion of the absence without pay. After six months, a redemption is still possible, but the cost is based on a percentage of salary at the time of the request, depending on the applicant's age. The cost will be greater in the latter case. In all cases, the cost of redemption can be defrayed by deductions at source or with RSSPs. For more details, go to www.securitesociale.csq.qc.net and www.carra.gouv.qc.ca.

4

What you need to do

Written notice to the College at least **three weeks** (or 30 days for a partial leave) prior to the end of the maternity, paternity or adoption leave (see [example 10](http://www.securitesociale.csq.qc.net) at www.securitesociale.csq.qc.net).

Written notice to the College before November 1, March 1 or June 1, depending on the case (part-time leave without pay) (see [example 11](http://www.securitesociale.csq.qc.net) at www.securitesociale.csq.qc.net).

Apply for QPIP benefits by going to the QPIP website at: www.rqap.gouv.qc.ca.

Two weeks before the end of your leave without pay, send a written notice confirming your return to work (see [example 12](http://www.securitesociale.csq.qc.net) at www.securitesociale.csq.qc.net).

To terminate a leave before the planned date, submit a written notice 21 days in advance (less than 52 weeks) or 30 days in advance (more than 52 weeks) (see [example 13](http://www.securitesociale.csq.qc.net) at www.securitesociale.csq.qc.net).

You need to make arrangements with the College or your insurer in order to pay your group insurance premiums.

To apply for redemption of service with RREGOP, complete the form available from the College as soon as possible.

¹¹ Aside from these two options, there are other possible part-time extensions which can extend to up to six years in some cases (clause 5-6.42). **Consult your Union.**

¹² This requirement is more restrictive than article 81.13 of the Labour Standards Act. **Consult your Union.**

¹³ The teacher can also elect to use the RREGOP “90-day bank” to replace all or part of this absence. **Consult your union.**

¹⁴ For a part-time leave of more than 20% of a full workload, the cost of redemption is proportional to the percentage of absence. If the leave is for 20% or less, the full contribution is applicable as if the person were at work full-time.

F) Special situations

Note: The collective agreement and the QPIP make provisions for a number of special situations. For each of the following, and for others not described below, **it is important that you speak to your union.**

1. The teacher whose contract has ended

When the end of a contract occurs before the end of a leave taken in accordance with article 5-6.00, the leave is temporarily suspended. The leave will resume if the teacher subsequently obtains a new contract, but only at the point at which this leave would have progressed had there not been a suspension.

Example

Maternity leave	From April 30 to September 21, 2012
From April 30 to June 29, 2012: beginning of maternity leave (9 weeks)	QPIP benefits + payments from College = 93%
From July 2 to August 17, 2012: suspended between 2 contracts (7 weeks)	QPIP benefits = 70%
From August 20 to September 21, 2012: continuation of maternity leave (5 weeks)	QPIP benefits + payments from College = 93%

In this example, it is important to understand that once a maternity leave begins, nothing can interrupt the countdown of the 21 weeks. This is why the leave will terminate on September 21, in spite of the break between two contracts, resulting in the loss of seven weeks of additional benefits for the teacher.

NOTE: When a teacher is registered on the priority list and obtains a teaching load by virtue of this list, she is entitled to accept the position and continue her leave (maternity, parental, preventive or complications of pregnancy leave). In this situation, she can continue to accumulate all of the rights and benefits which are due to her (seniority, experience, sick-leave and vacation days, maintenance of group insurance, accumulation of service and RREGOP redemption rights).

2. The teacher who becomes pregnant during a leave without pay covered by parental rights provisions (clause 5-6.08)

The teacher is entitled to terminate her leave without pay and begin a new maternity leave with the associated benefits. If the leave without pay is not related to parental rights, other conditions may apply. Eligibility for QPIP or College benefits may, however, be affected by a long absence without pay or a part-time return to work. **Consult your union.**

3. Close pregnancies

Two pregnancies in quick succession can have a negative effect on eligibility for QPIP benefits or on the amount of these benefits, especially for the employee who has taken a preventive leave. There are, however, ways to remedy these problems, depending on the situation. **Consult your union.**

4. Maternity or adoption during a deferred salary contract (article 5-13.00 of the collective agreement)

This situation can have a number of different implications, depending on your specific situation, with regard to both the collective agreement and the QPIP. **Consult your union.**

5. Suspension, division or extension of a maternity, paternity, adoption or unpaid leave

The teacher may request the suspension, division or extension of one or another of these leaves for certain reasons and by following certain procedures, for example when the child is hospitalized or when the teacher has an accident or becomes sick. The QPIP also makes provisions for suspensions in similar circumstances. In the event of accident or illness and under certain conditions, the teacher may be entitled to CSST or employment insurance disability benefits. **Consult your union.**

6. Miscarriage as of the beginning of the 20th week preceding the expected delivery date (clause 5-6.09)

The teacher is entitled to the 21-week maternity leave provided by the collective agreement and to QPIP maternity benefits, but not to parental benefits.

As for the father, he is entitled to the five days of paid leave provided by the collective agreement, but not to the five weeks of paternity leave or to QPIP paternity or parental benefits.

7. Supplementary benefits for a person having more than one employer

If a teacher has more than one employer, the College, when calculating its supplementary payments (maternity, paternity or adoption), must take into consideration only the portion of the QPIP benefits generated by the salary it pays the teacher. In such a case, the teacher can request a document detailing the breakdown of percentages generated by each of the person's employers from the Centre de service à la clientèle of the QPIP. **Consult your union.**

8. People with self-employed income (business income)

If you have business income (self-employed workers), you may choose to have this income considered or not in the calculation of your QPIP benefits, in addition to your job income. The QPIP Centre de service à la clientèle can provide a "double calculation" to help you choose the more advantageous option. For more details, go to www.rqap.gouv.qc.ca.

9. Leaves for parental responsibilities (clause 5-6.45)

To take care of an under age child whose affective disorders, handicap or illness requires a parent's presence, the teacher is entitled to a full or partial leave of absence without pay for a maximum duration of one year.

For the rights that are retained during such leaves and for RREGOP redemption of service, see page 12.

PERSONAL TIMELINE – MATERNITY LEAVE

NOTICES REQUIRED AND DEADLINES

Event	Deadline	Date	
Written notice to the College with medical certificate (example 1)	2 weeks prior to the beginning of the leave		
Beginning of the leave			
Application for QPIP benefits	As of the beginning of the leave		
Submission of proof of eligibility for QPIP maternity benefits (example 3)	On receipt		
Expected date of the birth			
Actual date of the birth			
Receipt of notice of return to work (by the College)			
Notice of postponement of vacation time (example 9)	2 weeks prior to the end of the leave		
Notice of extension without pay (example 10 or 11)	3 weeks prior to the end of the leave		
End of maternity leave (21 weeks)			
Postponement of vacation time (if applicable)		From	To
Beginning of extended leave without pay			
Receipt of the notice of return to work (by the College)	4 weeks prior to the end of the leave		
Notice of return to work on the predetermined date (example 12)	2 weeks prior to the return		
Notice of return to work prior to the predetermined date (example 13)	21 days or 30 days in advance		
End of the extended leave without pay			
Redemption of service from CARRA	No more than six months after the end of the leave		



Janvier 2012 - D12165-5-A

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