

2016-2020 Edition

Guide

to Parental Rights
and the QPIP



For members of unions affiliated to the Fédération
du personnel de soutien scolaire (FPSS-CSQ)



IMPORTANT

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

Preamble

The goal of this document is to present a summary of the rights provided by the collective agreement, the Quebec Parental Insurance Plan (QPIP) and the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST). It is available from your union or on the lacsq.org/droits-parentaux 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 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 the rights that relate to your personal situation.

Who should read this

This document is written for regular or probationary employees. For any other employee status, refer to the appendix on (page 14).

This reference document applies to the Francophone school boards (S3 2015-2020). In other cases (Anglophone, Cree and Kativik school boards), certain adjustments or concordances may be required.

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

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A. The Quebec Parental Insurance Plan (QPIP) at a glance

1. Basic Plan and Special Plan – Summary Table

Type of benefits	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%

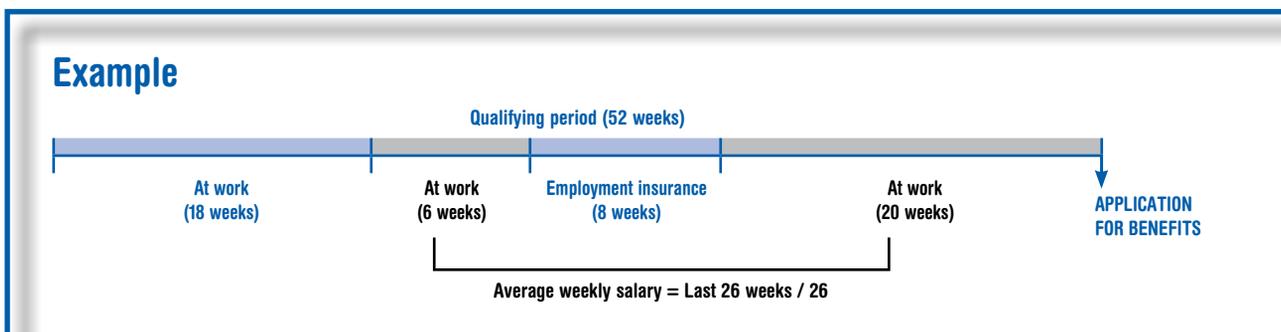
Note: Both parents must choose the same plan (this choice is irreversible, with a few exceptions). This choice is exercised by the first parent to apply.

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 \$1375 in 2016 (or \$71,500 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 CNESST 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. It is the 26 most **recent** weeks of insurable earnings that will be used, not the 26 best.



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 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 or to relocate the qualifying period (see pages 12 and 13). 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 (see page 13). **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 the 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 5 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 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 2 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. Both parents may also receive benefits at the same time. 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 provisions in the collective agreement or, if not applicable, by virtue of the Labour Standards Act. This means that you need 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?

The best way to apply for benefits is on the Internet and you will find all the information you need at rqap.gouv.qc.ca. 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", see page 13). **Consult your union.** 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 insurance²) are concurrent income and therefore deductible from your QPIP benefits. The QPIP does not, however, take into consideration additional benefits paid by the Board during a maternity, paternity or adoption leave.

The person who is eligible to receive concurrent income for any given week may 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. For more information, go to the website rqap.gouv.qc.ca/declaration-revenus/index.asp.

1 This is the same document used for employment insurance.

2 The amount of the paid sick-leave should be distributed fifty/fifty over the two weeks covered by the pay period during which it is paid.

B. The Pregnancy – Special Leaves

1.
Provisions of the collective agreement (clauses 5-4.20 to 5-4.22)

a. Preventive leave or interim assignment related to the pregnancy or breastfeeding (clause 5-4.20)³

If her working conditions entail risks to herself, the unborn child or the child she is nursing, the employee may be immediately reassigned to other duties. During any such partial or total reassignment, the employee continues to receive her normal salary⁴.

The main reasons for reassignment or preventive withdrawal include;

- parvovirus (fifth disease);
- certain other biological hazards (rubella, varicella, pertussis, measles, mumps);
- risks of violence or aggression;
- certain movements required by work;
- use of certain toxic products, etc.;

However, should an employee be incapable of performing her job due to personal health issues, she would more likely be eligible for a leave of absence due to complications or the risk of miscarriage (see 1 b.).

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

Payments during a preventive leave are as follows:

The first 5 working days	Normal salary is paid by the employer
The following 14 calendar days	90% of net salary is paid by the Board
Subsequent days	90% of net salary is paid by the CNESST ⁵

The first 5 working days are considered to be insurable earnings by the QPIP. But the 90% compensation paid by the CNESST (or by the Board 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).

Please note that the CNESST does not pay benefits during the summer break.

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.**

b. Complications or risk of miscarriage (Clauses 5-4.21 a), 5-4.22 and 5-3.32)

In cases involving complications or the risk of miscarriage (for example, high-risk pregnancies, placental abruption, anemia, gestational diabetes, backaches, etc.), the employee 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.

However, if the Board refuses to continue paying salary insurance benefits after the start of the fourth week prior to the date of delivery, **consult your union.**

Note: The QPIP considers sick-leaves and salary insurance received from your employer to be insurable earnings. Thanks to the efforts of the CSQ, since July 2012 it has been possible to use Article 31.2 of the Regulation under the Act respecting parental insurance to ensure that these benefits do not reduce your QPIP benefits (see page 13). **Consult your union.**

c. Termination of pregnancy prior to the beginning of the twentieth week before the expected date of delivery (Clauses 5-4.21 b), 5-4.22 and 5-3.32)

The employee 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.

d. Medical appointments related to a pregnancy (Clauses 5-4.21 c) and 5-4.22)

4 days with pay which may be taken in half-days (to which can be added sick-leaves).

3 For any questions dealing with preventive leaves for the pregnant or nursing worker, a pamphlet (D11000) is available from your own union or on the CSQ website at lacsq.org/droits-parentaux.

4 It should be the same for the employee who is removed from one part of her duties without being reassigned. **Consult your union.**

5 The maximum eligible salary is \$71,500 in 2016.

Information related to all special leaves (Clauses 5-4.20 to 5-4.22)

2. During a reassignment or a preventive leave, the employee retains all the rights and privileges of her regular position. The benefits retained during special leaves number 1.b, 1.c or 1.d are the same as those retained during a maternity leave (see page 7).

Provisions of the pension plan (RREGOP)

3. For the duration of special leaves number 1.a, 1.b or 1.c, RREGOP will recognize exactly the same service as if the employee were still at work, without the employee having to pay contributions or having to take any measures whatsoever.

The same applies to medical appointments (number 1.d), except that the normal RREGOP contributions will be deducted by the Board.

What you need to do

4. **a. Provisional reassignment and preventive leave (1.a)**
Consult your doctor who will fill out the *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 CLSC⁶.

Give the Board (as soon as possible) a copy of the certificate and a copy of the report of the DSP or the CLSC. While waiting for the test results, the employee must be reassigned or withdrawn from work. **This period is not to be considered a sick-leave.**

b. Special leaves numbers 1.b, 1.c and 1.d

Advise the Board 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.

C. Maternity Leaves

Provisions of the collective agreement (Clauses 5-4.05 to 5-4.19)

1. To be eligible for benefits paid by the Board, the employee must have accumulated at least 20 weeks of service performed in the public or parapublic sector in the course of her career⁷.

a. For the person eligible for QPIP benefits (Clauses 5-4.05 to 5-4.12)

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

- with additional benefits paid by the Board (the difference between the QPIP and somewhere between 90 and 100% of her salary);
- consecutive (subject to clauses 5-4.07 and 5-4.08, see page 12);
- 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:

100% of the first \$225 gross of the basic weekly salary⁸
plus
88% of whatever exceeds the first \$225

Example

Basic weekly salary: \$600
70% of QPIP benefits: \$420

\$225
+
88% x (\$600 - \$225)
-
\$420
= \$225 + \$330 - \$420 = \$135

In this example, the \$420 QPIP benefits and the \$135 Board benefits add up to \$555, or 92.5% of the gross basic weekly salary. This percentage will range between 90% for the highest salaries and 100% for the lowest.

6 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.

7 The employee who has not accumulated 20 weeks of service will only be entitled to a leave without pay.

8 The basic weekly salary of the part-time employee is the average salary received in the 20 weeks preceding the leave. If these 20 weeks include periods of salary insurance, employment insurance or CNESST 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.

The following benefits are retained during this 21-week maternity leave (clause 5-4.16):

- 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 experience (advancement in salary step)
- Accumulation of continuous service for purposes of employment security
- The right to apply for any posted position
- The right to postpone a maximum of 4 weeks of vacation

b. For the person not eligible for QPIP benefits⁹ (Clauses 5-4.05 to 5-4.11 and 5-4.14)

The employee not eligible for QPIP benefits is entitled to a leave of **20** weeks, and for **12** of these weeks between 90 and 100% of her normal salary will be entirely paid by the Board.

The 12 weeks of benefits paid by the Board constitute insurable earnings. This means that at the end of these 12 weeks the employee becomes eligible for QPIP benefits. At this point, you must ask the Board 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 Board 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 employee is paid between 90 and 100% of her normal salary which she receives jointly from both the Board and the QPIP.

After this, the employee 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).

Example 1 – Basic Plan

Maternity leave (21 weeks)	Weeks 1 to 18	18 weeks of QPIP maternity benefits (70%) + benefits from the Board = between 90 and 100% of regular salary
	Weeks 19 to 21	3 weeks of QPIP parental benefits (70%) + benefits from the Board = between 90 and 100% 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 between 90 and 100%) + (4 x 70%) + (25 x 55%) = an average of between 71 and 75% 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 Board = between 90 and 100% of regular salary
	Weeks 16 to 21	6 weeks of QPIP parental benefits (75%) + benefits from the Board between 90 and 100% of regular salary
Extension without salary	Weeks 22 to 40	19 weeks of QPIP parental benefits (75%)
	Total	(21 x between 90 and 100%) + (19 x 75%) = an average of between 83 and 88% over a period of 40 weeks

⁹ The employee not eligible is one with less than \$2,000 of insurable earnings in the 52 weeks preceding the application for QPIP benefits, despite any extensions of her qualifying period.

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 employee were still at work, without the employee having to pay contributions or having to take any measures whatsoever. For info about extending a maternity leave, refer to page 12.

4.
What you
need to do

Give the Board written notice of your pending maternity leave, 2 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 lacsq.org/droits-parentaux).

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

Send the Board proof of your QPIP eligibility (see [example 3](#) at lacsq.org/droits-parentaux).

Send the Board a request to postpone vacation, if applicable, at least two weeks before the end of your leave (see [example 9](#) at lacsq.org/droits-parentaux).

D. Paternity or Adoption Leaves

1.
Provisions
of the
Collective
Agreement
(Clauses
5-4.23 to
5-4.41)

Paternity leaves (of 5 days and of 5 weeks) are exclusively restricted to fathers or the same-sex spouse who is officially designated as being one of the infant's mothers.

Adoption leaves are restricted to parents who adopt an infant.

a. Paternity or adoption leave of 5 working days paid at 100% by the Board¹⁰ (Clause 5-4.23 or 5-4.34)

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 2 weeks before in cases of international adoption) and 2 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 (see page 7).

b. Paternity or adoption leaves of up to five weeks with additional benefits (Clause 5-4.24 or 5-4.35)

To qualify for benefits paid by the Board, an employee must have accumulated at least 20 weeks of service performed in the public or parapublic sectors in her career.

The parent **eligible** for QPIP benefits is entitled to a 5-week leave:

- with additional benefits paid by the Board (the difference between the QPIP and 100% of salary);
- consecutive (subject to Clauses 5-4.26 and 5-4.27 or 5-4.30 et 5-4.31, see page 12);
- 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 home¹¹ or 2 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 5-4.25 or 5-4.38, see page 7).

Note: The employee must actually be receiving QPIP benefits in order to be entitled to additional benefits from the Board (paternity, parental or adoption). For example, a father who chose the special plan and wants to take a 5-week leave should receive parental benefits after his 3 paternity benefits in order to be entitled to additional benefits during the last two weeks of his leave (clause 5-4.01).

¹⁰ The employee may also use sick-leave to fill out this leave, something that could prove useful if the delivery occurs in the middle of a week (see page 13).

¹¹ 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.

a. Paternity Leaves

The employee may take as many as 3 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 5 paid days (clause 5-4.23), the employee receives his usual salary from the Board.

Second, during the maximum 5-week paternity leave (clause 5-4.23), the employee receives the equivalent of 100% of his salary when we combine QPIP benefits with the payments issued by the Board.

Third, the employee may take an unpaid leave as an extension of paternity leave (clause 5-4.43 A, 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 Board.**

Example 1 – Two distinct leaves (basic QPIP plan)		
Leave 1	Week 1: from September 18 to 22, 2017	Paid paternity leave: 5 days paid at 100% by the Board
Leave 2	Weeks 2 to 6: from September 25 to October 27, 2017	Paternity leave of up to 5 weeks: 5 weeks of paternity benefits of 70% paid by the QPIP + difference paid by the Board = 100%

Example 2 – Three distinct leaves (basic QPIP plan)		
Leave 1	Week 1: from September 18 to 22, 2017	Paid paternity leave: 5 days paid at 100% by the Board
Leave 2	Weeks 2 to 4: from January 8 to 26, 2018	Paternity leave of up to 5 weeks: 3 weeks of paternity benefits of 70% paid by the QPIP + difference paid by the Board = 100%
Leave 3	Weeks 5 and 6: from March 12 to 23, 2018	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 Board)

In example 2, since the father terminated his leave of up to 5 weeks after only 3 weeks, he has lost his right to additional benefits for the last 2 weeks. In fact, the last 2 weeks of QPIP benefits were paid within a leave **without pay**.

b. Adoption Leaves

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

During the 5-day paid adoption leave provided by the collective agreement, the employee is paid 100% of his or her normal salary by the Board.

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

After this, the employee 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 Board, 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 Board = 100% of normal salary
Weeks 2 to 6	5 weeks of adoption leave paid by QPIP (70%) + Board 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 x 100%) + (7 x 70%) + (25 x 55%) = an average of 64.9% over a period of 38 weeks

Example 2 – Special Plan

Week 1	5 days paid by the Board = 100% of normal salary
Weeks 2 to 6	5 weeks of adoption leave paid by QPIP (70%) + Board 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 5-4.37)

An employee who adopts the child of his or her spouse is entitled to 5 working days of leave, of which only the first 2 are paid. These days may be discontinuous but they must be taken within 15 days following the filing of the request to adopt.

The employee 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 employee must ask the Board for an unpaid extension of his or her 5-day adoption leave.

The benefits retained during this leave are the same as during a maternity leave, including the postponement of vacation (Clause 5-4.38, see page 7).

4.

Provisions of the pension plan (RREGOP)

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

For the full duration of the 5-week paternity or adoption leave provided by the collective agreement, RREGOP contributions are deducted from the employee's salary as usual, just as if the person was working. There is therefore no loss of rights under RREGOP, and no measures need to be taken by the employee. For info on unpaid extensions of leaves, see page 12

5.

What you need to do

For a paternity or adoption leave (5 days), submit a written request to the Board 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 lacsq.org/droits-parentaux).

For paternity or adoption leaves of up to 5 weeks, submit a request at least **3 weeks** in advance (see [example 5](#) or [6](#), depending on the case, at lacsq.org/droits-parentaux).

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

Send the Board proof of your QPIP eligibility (see [example 3](#) at lacsq.org/droits-parentaux).

E. Leaves Without Pay to Extend Maternity, Paternity or Adoption Leaves (“Parental Leaves”)

1. There are 2 options available for leaves without pay.

Provisions of the collective agreement (Clauses 5-4.43 to 5-4.47)

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

- The leave begins at a time chosen by the employee;
- It 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.

Option “B”: full or partial leave without pay for a maximum duration of 2 years

- It is possible to modify this choice (from full to partial or vice-versa) once during the leave;
- The employee can terminate the leave before the planned date with advance notice of 21 days, or 30 days if the leave is for more than 52 weeks.

The following benefits are retained during leaves without pay to extend maternity, paternity or adoption leaves (Clause 5-4.44):

- Accumulation of seniority
- Accumulation of experience for the first 52 weeks (advancement in salary step)
- Maintenance of experience after the first 52 weeks
- Health insurance (by paying one’s portion of premiums for the first 52 weeks and all premiums for subsequent weeks) and other applicable insurance plans

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 Board, who may refuse. To protect yourself, it is probably advisable to begin by choosing the longer leave (option “B”) 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 employee receives no salary or benefits from the Board. The employee 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 rqap.gouv.qc.ca.

Note: An employee 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 employee returns to work part-time.

3.

Provisions of the pension plan (RREGOP)

The employee should submit a request for a redemption of service if they wish to receive credit corresponding to a leave without pay¹². The cost of the redemption will be equivalent to the contributions that would have been assessed if the employee had been at work¹³, as long as the request for redemption is submitted in the 6 months following the conclusion of the absence without pay. After 6 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 retraitequebec.gouv.qc.ca.

4.

What you need to do

Send a written notice to the Board at least **3 weeks** (or 30 days for a partial leave) prior to the end of the maternity, paternity or adoption leave (see example 10 at lacsq.org/droits-parentaux).

Changing a full-time leave to a partial leave (or vice-versa) requires an advance notice of 30 days (see example 11 at lacsq.org/droits-parentaux). Apply for QPIP benefits by going to the QPIP website at: 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 at lacsq.org/droits-parentaux).

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 at lacsq.org/droits-parentaux).

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

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

¹² The employee can also elect to use the RREGOP “90-day bank” to replace all or part of this absence. Consult your union.

¹³ 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 several special situations. For each of the following, and for others not described below, **it is important that you speak to your union.**

1. Temporary lay-off or end of contract

For the employee who is temporarily laid-off, benefits provided by the collective agreement are suspended during the temporary lay-off and resume as soon as the employee returns to her position. The same applies to the employee who is between contracts.

Example	
Maternity leave	From May 15 to October 6, 2017
From June 5 to June 23, 2017: beginning of maternity leave (3 weeks)	QPIP benefits + payments from Board = 93 %
From June 26 to August 25, 2017: laid-off or a gap between 2 contracts (9 weeks)	QPIP benefits = 70 %
From August 28 to October 27, 2017: remainder of the maternity leave (9 weeks)	QPIP benefits + payments from Board = between 90 and 100%

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 October 27, despite the temporary lay-off or break between two contracts, resulting in the loss of ten weeks of additional benefits for the employee.

On the other hand, if the birth occurs during the summer, a laid-off employee may be entitled to Employment Insurance benefits until the week before she gives birth. **Consult your union.**

Also, when QPIP benefits end in the spring, the employee may not have enough time to work enough hours to qualify for Employment Insurance benefits for the summer. However, it is sometimes possible to circumvent this problem. **Consult your union.**

Note: When an employee is registered on the priority list and obtains a position 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 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. Employees who become pregnant during a leave without pay under the parental rights provisions (Clause 5-4.05 B)

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

3. Close Pregnancies (Article 31.1 of the Regulation under the Act respecting parental insurance)

Two pregnancies in quick succession can have negative effects 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. For example, in a case involving close pregnancies preceded by preventive leaves, Article 31.1 of the Regulation allows, if strict conditions are met, the person to use exactly the same qualifying period for the previous baby (if 89 weeks of CNESST or QPIP benefits were received in the 104 weeks preceding the second application for benefits). **Consult your union.**

4. Maternity or adoption during a deferred salary sabbatical contract (Appendix 3 of the collective agreement)

This situation can have several 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 employee 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 hospitalized¹⁴ or when the employee 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 employee may be entitled to CNESST or employment insurance disability benefits. **Consult your union.**

14 If the infant is critically ill or needs hospitalization, the employee may be entitled to Employment Insurance benefits for a critically ill child (see www.esdc.gc.ca/en/ei/critically_ill_children/index.page)

6. Miscarriage as of the beginning of the twentieth week preceding the expected delivery date (Clause 5-4.05 D)

The employee is entitled to the 21-week maternity leave provided by the collective agreement and to QPIP maternity benefits, but not to parental benefits¹⁵.

As for the father, he is entitled to the 5 days of paid leave provided by the collective agreement, but not to the 5 weeks of paternity leave or to QPIP paternity or parental benefits.

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

If a person has more than one employer, the Board, 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. In such a case, the employee 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 most advantageous option. For more details, consult the rqap.gouv.qc.ca website.

9. Leaves for parental responsibilities (Clause 5-4.48)

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

For info about the rights that are retained during such leaves and for RREGOP redemption of service, refer to page 12.

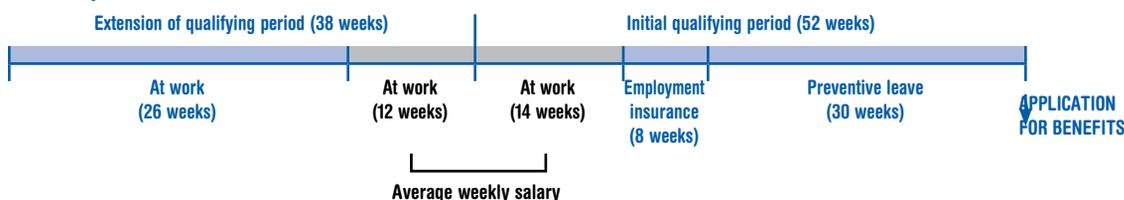
10. Using sick-leave days in the context of parental rights

Clause 5-3.45 B) makes it possible, under certain conditions, to use sick-leave days **for any leave provided for by Article 5-4.00**. This applies as much to maternity, paternity or adoption leaves as to any unpaid leave, preventive leave, compassionate leave or risk of miscarriage leave. This can be especially useful to fill out one of these leaves when it starts or ends in the middle of a week. **Consult your union.**

11. Extending the qualifying period

When the qualifying period consists of less than 26 weeks of insurable earnings, it may be extended if reasons can be found in Article 32 of the Regulation under the Act respecting parental insurance (e.g., preventive leave, Employment Insurance benefits, QPIP benefits for a previous baby, etc.). In these circumstances, the extension will be automatically applied by the QPIP, up to a maximum of 104 weeks preceding the claim for benefits.

Example



12. Decline in insurable earnings in the weeks preceding the application for benefits ("small weeks") Article 31.2 of the Regulation under the Act respecting parental insurance

If there is a decline in insurable earnings in the weeks preceding a claim, under certain conditions, Article 31.2 of the Regulation allows the qualifying period to be moved so that it begins before the week when the most recent decline in revenue occurred. One of the required conditions is that you were receiving a second type of revenue aside from your job (e.g., CNESST, QPIP, employment insurance, etc.) Since July 26, 2012, thanks to the efforts of the CSQ, this provision also applies to salary insurance paid by the Board. **Consult your union.**

13. Early start of the benefits period

It can sometimes be useful to begin a benefits period several weeks before the time you really want to begin receiving benefits. This can be used to go further back in time in search of weeks with insurable earnings or to exclude undesirable weeks ("small weeks") that would then come after the filing of the claim for benefits. This would be the case, for example, if a good contract is followed by a much less advantageous contract in the weeks preceding the time you would like to receive QPIP benefits. However, 2 conditions must be met: you must have experienced an interruption of earnings and be within 16 weeks or less of the expected week of delivery. **Consult your union.**

¹⁵ Board benefits are payable only during the 18 weeks that QPIP maternity benefits are paid.

APPENDIX

Field of application depending on the status of the employee

JOB PROFILE Regular or probationary	WHAT APPLIES... Everything in this document applies.
Part-time position (less than 26.25 hours/week or less than 29 hours/week for manual support staff)	Everything in this document applies, except for the average basic salary that is used as the basis for calculating supplementary benefits paid by the Board during a maternity leave. The rate used is: <ul style="list-style-type: none"> • The average salary of the last 20 weeks (excluding any periods of lay-off).
Position with a work week of less than 15 hours/week	Everything in this document applies, except that the special disability leave related to pregnancy is unpaid. The employee may, however, be eligible to receive Employment Insurance benefits. The 4 days for medical appointments related to the pregnancy are unpaid for these employees.
Temporary – with a hiring period of at least 6 months Job in adult education – with a hiring period of at least 6 months Job in a cafeteria, less than 15 hours/week – with a hiring period of at least 6 months Student Supervisor job, less than 15 hours/week – with a hiring period of at least 6 months	Everything in this document applies, with the following additional terms and conditions (Appendix 13 of the Collective Agreement): <ul style="list-style-type: none"> • The rights apply only for periods which the employee is supposed to work. • Only option “A” is available for unpaid extensions of maternity, paternity or adoption leaves. • The special pregnancy-related disability leave is unpaid. The employee may, however, be eligible to receive Employment Insurance benefits. • The 4 days of pregnancy-related medical appointments are with salary for these employees. • Maternity leave: to be entitled to maternity benefits paid by the Board, you must have worked 20 weeks in the last 12 months. • Maternity leave: the basic weekly salary, which is used to calculate the additional compensation paid by the Board, is the average salary for the last 20 weeks (excluding any periods of lay-off).
All other employees not mentioned above (see the Guide pour les syndicats non visés par les conventions du secteur public at lacsq.org/droits-parentaux)	Application of the Act respecting labour standards, specifically for: <ul style="list-style-type: none"> • Leaves for pregnancy-related medical appointments (unpaid). • Maternity leave: 18 weeks (unpaid). • Paternity leave: at birth, 5 days of which 2 are paid if you have been working for 60 days; and 5 consecutive weeks of leave (unpaid). • Parental leave: 52 consecutive weeks of leave (unpaid). • Family obligation (related to care, health or education) 10 days per year (unpaid). • Presence required (serious illness or accident): up to 12 weeks (unpaid). Application of the Act respecting occupational health and safety, specifically with regard to preventive leave and provisional assignment. Application of the Act respecting parental insurance.

PERSONAL TIMELINE – MATERNITY LEAVE

NOTICES REQUIRED AND DEADLINES

Event	Deadline	Date
Written notice to the Board 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 Board)	4 weeks prior to the end of the leave	
Notice of postponement of vacation time (example 9)	2 weeks prior to the end of the leave	
Notice of extension without pay (example 10)	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 Board)	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 unpaid leave from Retraite Québec	No more than 6 months after the end of the leave	



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