



QUEBEC PROVINCIAL ASSOCIATION OF TEACHERS
L'ASSOCIATION PROVINCIALE DES ENSEIGNANTES
ET ENSEIGNANTS DU QUÉBEC



MY PARENTAL RIGHTS AND THE QUEBEC PARENTAL INSURANCE PLAN (QPIP)

This handbook is a guide for teachers providing an overview of the most important aspects of the Quebec Parental Insurance Plan (QPIP) as well as those provisions of the collective agreement governing parental rights and benefits. Some significant gains have been made, particularly in the realm of paternity benefits, which are now highlighted in this updated version of the handbook.

You will notice that each subject presented indicates which group of teachers it applies to: full-time teachers only; full-time and part-time teachers, or all teachers regardless of their status. Please note that teachers under contract by-the-lesson, hourly paid or doing occasional supply work have a right to maternity leave without pay for 18 weeks under the Act Respecting Labour Standards. However, these teachers are ineligible for the maternity leave and other leaves included in the collective agreement.

Before making any decisions, you should refer to the collective agreement for 2010–2015 article 5–13.00 and consult with a representative of your local union. Examples of letters that need to be sent to your school board can be found on page 22 of this handbook, additional letters may be obtained through your local union. These letters may be useful in the various steps you will be taking before and after the arrival of your child.

For teachers living outside of Quebec, the Quebec Parental Insurance Plan, which is explained later in this handbook, may not apply to you. The sections which pertain to you in particular are those referring to Employment Insurance.

The Quebec Provincial Association of Teachers would like to thank the *Centrale des syndicats du Québec (CSQ)* and the *Fédération des syndicats de l'enseignement (FSE)* for their contribution to this guide.

AUGUST 2011

Table of Contents

Special Leaves / Provisional Assignment and Preventative Leave	3
Special Leaves	3
Provisional Assignment and Preventative Leave	3
Quebec Parental Insurance Plan (QPIP) and Types of Benefits	5
Maternity Benefits	5
Paternity Benefits	5
Parental Benefits	6
Adoption Benefits	6
Parental Insurance and Collective Agreement	8
Maternity Benefits	8
Parental Benefits	8
Employment Insurance	8
Maternity Leave and Collective Agreement	9
First Situation	9
Maternity Benefits	9
Parental Benefits	9
Second Situation	10
Maternity and Parental Benefits	10
Third Situation	10
Maternity and Parental Benefits	10
Paternity Leave and Adoption Leave and Collective Agreement	11
Possibilities of Leave-of-Absence Without Pay Extending a Maternity, Paternity or Adoption Leave	11
Deferring Annual Vacation Time Occurring During a Maternity, Paternity or Adoption Leave	13
Rights During Maternity, Paternity, Adoption Leaves and Extension Without Pay ..	14
During A Leave-of-Absence Without Pay Following My Leave	14
Rights of Teachers on Priority of Employment or Recall Lists	15
Personal Deadlines Relating to Different Types of Leaves	16
Frequently Asked Questions about Parental Rights and the Quebec Parental Insurance Plan (QPIP)	18
List of Example Letters	21
Model for all Example Letters	22
Text and Timeline for Example Letters	23

Special Leaves / Provisional Assignment and Preventative Leave

SPECIAL LEAVES

APPLICABLE TO FULL-TIME AND PART-TIME TEACHERS

I am entitled to be absent from work with no loss of salary for four working days, or the equivalent in half-days, for medical appointments related to my pregnancy. For each appointment, my employer may require a medical certificate.

Should there be a danger of miscarriage or of health problems related to my pregnancy, I have the right to salary insurance benefits for the period or periods specified by my doctor during which I must be absent from work. In all such cases, it is important that I contact my local union at the earliest possible opportunity.

In the event of a miscarriage before the 20th week, I am entitled to salary insurance for the full period of absence prescribed by my doctor.

PROVISIONAL ASSIGNMENT AND PREVENTATIVE LEAVE

APPLICABLE TO ALL TEACHERS

When I visit my doctor, I remember to mention that I am a teacher, noting the age of my students and providing, if necessary, any other details of my working conditions that may be relevant. I should also ask the doctor to prescribe tests to determine, among other things, my immunity to certain infectious diseases.

If my doctor believes that my working conditions or environment present risks of infectious disease or physical danger to my child, or me, he/she will recommend a provisional assignment to another position. In that case, my doctor must fill out a *Certificat visant le retrait préventif et l'affectation de la travailleuse enceinte qui allaite* from the CSST (*Commission de la santé et de la sécurité du travail*) for provisional assignment. It will be impossible to begin any process for a provisional assignment with the school board and with the CSST unless my doctor completes this certificate.

I must present the certificate to my school board, and, if the school board is not able to reassign me to another position that does not involve any of the risks identified by my doctor, I am then given leave from work and will receive CSST benefits. My rights under the collective agreement are maintained for the duration of the time I am on provisional assignment or preventative leave (e.g., experience, pensionable service, etc.).

If I am assigned to another position by my school board, I continue to receive my regular salary.

If I am not reassigned to another position, I will receive CSST benefits equivalent to 90% of my net salary. Those benefits are not considered to be insurable earnings and, as such, are not taken into account in the calculation of parental insurance benefits to which I am entitled. Instead, the amount of my benefits under the parental insurance plan is determined on the basis of the salary I received prior to the beginning of my preventative leave period. It is important to keep in mind that a reassignment can occur at any time during a preventative leave.

My CSST benefits will terminate four weeks prior to the anticipated date of birth. Generally speaking, at that time, my maternity leave will begin.

Employment Insurance

For those teachers who will be receiving Employment Insurance (non-Quebec residents), the CSST benefits can continue up until the date of birth.

For more information on provisional assignment and preventative leaves,
I contact my local union.

Quebec Parental Insurance Plan (QPIP) and Types of Benefits

Please note that these benefits are separate from the benefits you may also receive in conjunction with those from the school board, which is further explained on page 8.

APPLICABLE TO ALL TEACHERS

I qualify for parental insurance if I am a Quebec resident and have accumulated at least \$2,000 of insurable earnings in the last 52 weeks (qualifying period) preceding the start of my maternity leave. Note that having accumulated \$2,000 gives me the right to benefits, but benefits based solely on that amount will be negligible given the method of calculation used by the Parental Insurance Act.

If I am eligible, I am entitled to receive benefits for up to a maximum of 50 weeks (basic plan) or 40 weeks (special plan) **depending on my choice**. There are four types of benefits: maternity benefits, paternity benefits, parental benefits and adoption benefits.

MATERNITY BENEFITS

I am entitled to receive maternity benefits for a period of 18 weeks (basic plan) or 15 weeks (special plan). These benefits are attributable **exclusively** to the mother.

Maternity benefits are equivalent to 70% (basic plan) or 75% (special plan) of my weekly salary.

The benefits can be requested at the earliest 16 weeks preceding the foreseen date of birth and end at the latest 18 weeks after the week of the birth.

PATERNITY BENEFITS

(TIED TO THE PLAN CHOSEN FOR MATERNITY BENEFITS)

I am entitled to receive paternity benefits for five weeks (basic plan) or three weeks (special plan). These benefits are attributable **exclusively** to the father.

Paternity benefits are equivalent to 70% (basic plan) or 75% (special plan) of my weekly salary.

The benefits must be requested at the earliest the week of the child's birth and received within 52 weeks following the child's birth.

PARENTAL BENEFITS

I am entitled to receive parental benefits for 32 weeks (basic plan) or 25 weeks (special plan). These benefits may be **shared** between the mother and the father.

Parental benefits are equivalent to 70% of my weekly salary for the first seven weeks and 55% for the remaining 25 weeks (basic plan). In the case of the special plan, benefits are equivalent to 75% of my weekly salary for a total of 25 weeks.

The benefits must be requested at the earliest the week of the child's birth and received within 52 weeks following the child's birth.

ADOPTION BENEFITS

I am entitled to receive adoption benefits for a period of 37 weeks (basic plan) or 28 weeks (special plan).

Adoption benefits are equivalent to 70% of my weekly salary for the first 12 weeks and 55% for the remaining weeks (basic plan). In the case of the special plan, benefits are equivalent to 75% for a total of 28 weeks.

The benefits must be requested at the earliest the week of the arrival of the child and received within 52 weeks following the arrival of the child. In the case of an adoption outside Quebec, benefits can be requested two weeks prior to the child's arrival.

FOUR TYPES OF BENEFITS NUMBER OF WEEKS AND BENEFIT RATES

Types of Benefits	Basic Plan QPIP		Special Plan QPIP		Employment Insurance	
	Maximum number of weekly benefits	Percentage of average weekly earnings	Maximum number of weekly benefits	Percentage of average weekly earnings	Maximum number of weekly benefits	Percentage of average weekly earnings
Maternity (exclusive to the mother)	18	70%	15	75%	15	55% maximum \$676 (2011 rate)
Paternity (exclusive to the father)	5	70%	3	75%	—	—
Parental (can be shared)	7 <u>25</u> 32	70% 55%	25	75%	35	55% maximum \$676 (2011 rate)
Adoption (can be shared)	12 <u>25</u> 37	70% 55%	28	75%	35	55% maximum \$676 (2011 rate)

Employment Insurance

For teachers who live outside Quebec, to be eligible, I have to have accumulated 600 hours of insurable earnings within 52 weeks preceding the beginning of my maternity or my adoption leave. There is a two week waiting period before Employment Insurance benefits are paid.

Parental Insurance and Collective Agreement

The following is an explanation of the benefits that teachers may receive from the school board, which may exist in conjunction with the QPIP benefits detailed on page 5.

APPLICABLE TO FULL-TIME AND PART-TIME TEACHERS

My collective agreement provides maternity benefits which are more advantageous than those provided under parental insurance. However, to take full advantage of those benefits, I must be eligible to parental insurance.

(Please note that the number in brackets is applicable to the person who has chosen the QPIP special plan).

MATERNITY BENEFITS

I may be entitled to receive maternity benefits for a period of 18 weeks *(15 weeks)* under the Parental Insurance Act. However, my collective agreement provides for 21 weeks. My regular salary during this period is maintained, since my employer supplements the maternity benefits received from parental insurance up to 93% of my gross salary (see the *first situation* on page 9).

PARENTAL BENEFITS

Taking into account that my collective agreement provides for 21 weeks of maternity leave and that my maternity benefits with parental insurance terminate at the end of the 18th week *(15th week)*, I must begin my parental benefits in the 19th week *(16th week)*. Between the 19th and 21st weeks *(between the 16th and 21st weeks)*, I will receive three weeks *(six weeks)* of parental benefits that my employer will supplement up to 93% of my gross salary.

I may continue to receive parental benefits for a maximum of 32 weeks *(25 weeks)*. Following the 21 weeks of maternity leave provided for in my collective agreement, 29 weeks *(19 weeks)* of parental benefits remain to be received from the Quebec Parental Insurance Plan because three weeks have already been received *(six weeks)* to complete my 21 weeks of maternity leave.

In order to obtain these 29 weeks *(19 weeks)* of parental insurance while maintaining the link with my employer, I must ask my school board for a leave-of-absence without pay to extend my maternity leave. During these 29 weeks *(19 weeks)*, I do not receive any salary from my school board.

EMPLOYMENT INSURANCE

Teachers who are living outside Quebec and who are eligible to Employment Insurance are entitled, in accordance with the collective agreement, to receive 93% of their gross salary during a 20-week period. The school board pays the first two weeks (waiting period) at 93% and completes the Employment Insurance benefits during the following 18 weeks. At the end of the 20 weeks of maternity leave paid at 93%, a teacher can continue

to receive parental benefits for 32 weeks. During that period of time, the teacher is considered as being on leave-of-absence without pay from the school board to extend the maternity leave. A person eligible to Employment Insurance can receive benefits up to a maximum of 52 weeks.

Maternity Leave and Collective Agreement

APPLICABLE TO FULL-TIME AND PART-TIME TEACHERS

I have the right to determine the beginning of my maternity leave. The school board has no say in this.

However, according to the Parental Insurance Act, my maternity leave cannot begin before the 16th week prior to the expected delivery date. The parental benefits cannot be received beyond the 52 weeks following the birth of my child.

FIRST SITUATION

I am a full-time or part-time teacher and I meet the following two conditions:

1. I have accumulated 20 weeks of service during my career within the public or parapublic sectors;
2. I am eligible to parental insurance.

Maternity Benefits

I am entitled to a paid maternity leave of 21 weeks. The 21 weeks must be consecutive and generally, must include the day of the birth.

During these 21 weeks, I receive 93% of my gross salary. The school board pays the difference between 93% of my gross salary and the amount I receive in benefits under the Quebec Parental Insurance Plan. During these 21 weeks, I do not have, among other things, to pay any parental insurance or pension plan contributions.

I am also entitled to benefits in the event of a miscarriage that occurs as of the beginning of the 20th week of the expected delivery date.

Employment Insurance

For teachers eligible to Employment Insurance benefits, the maternity leave is 20 weeks.

Parental Benefits

(Please note that the number in brackets is applicable to the person who has chosen the QPIP special plan).

After the 21 weeks, I continue to receive 29 weeks (19 weeks) of parental benefits under parental insurance (see page 6). However, I must ask my school board, no less than three weeks prior to the end of my maternity leave, for a leave-of-absence without pay to extend my maternity leave (see page 11).

Obtaining a leave-of-absence without pay in order to take advantage of the parental leave has an effect on the salary that I would receive in July and August.

Employment Insurance

For teachers eligible to Employment Insurance benefits, 32 weeks of parental benefits under Employment Insurance remain after the 20 weeks of maternity leave.

SECOND SITUATION

I am a full-time or part-time teacher who is ineligible to parental insurance or Employment Insurance because I was on leave without pay for a long period of time. However, I had 20 weeks of service during my career within the public or parapublic sectors prior to the beginning of my first maternity leave.

Maternity and Parental Benefits

I am entitled to 12 weeks of maternity benefits paid by the school board at the rate of 93% of my gross salary. During these 12 weeks, I am not required to contribute to the pension plan. However, the monies received during these 12 weeks are considered to be insurable earnings.

I contact my local union to determine when the best time for me to apply for QPIP maternity and parental benefits would be.

Employment Insurance

If I live outside Quebec, I may become eligible to receive Employment Insurance benefits.

THIRD SITUATION

I am a full-time or part-time teacher who has not accumulated 20 weeks of service during my career within the public or parapublic sectors.

Maternity and Parental Benefits

I am entitled to a leave without pay from my school board for a period of 20 weeks. However, I may be eligible to receive maternity and parental benefits from the Quebec Parental Insurance Plan or Employment Insurance Program (see page 5).

As each situation must be considered individually,
I contact my local union to ensure that all my rights are respected.

Paternity Leave and Adoption Leave, and Collective Agreement

LEAVE FOLLOWING THE BIRTH OF THE CHILD (FATHER – FIVE PAID DAYS)

APPLICABLE TO FULL-TIME AND PART-TIME TEACHERS

As a new father, who is also a teacher within a school board, I am entitled to five working days (these need not be consecutive) paid by my employer at 100% between the beginning of labour and the 15th day following the return home of my spouse. I am also entitled to this leave if the child is stillborn as early as the 20th week preceding the expected date of delivery.

PATERNITY LEAVE (FIVE WEEKS)

In addition to these five days, if I am eligible to parental insurance (see pages 5), I am entitled to five weeks (*three weeks QPIP special plan*) paid at 100% when the QPIP and school board benefits are combined. In addition, I can now benefit from the same advantages as those teachers who are on maternity leave as explained on page 14.

If a father is not eligible for QPIP benefits or Employment Insurance benefits, in many cases the school board will pay 100% of salary for five weeks.

I can take advantage of the different options regarding leaves-of-absence without pay to extend my paternity leave (see page 12).

ADOPTION LEAVE

For teachers benefitting from adoption leaves, the same provisions mentioned above apply, including the five day leave, the five week leave, as well as the advantages explained on page 14.

To discuss which options are most suitable for me, I contact my local union.

Possibilities of Leave-of-Absence Without Pay

Extending a Maternity, Paternity or Adoption Leave

There are a number of possibilities to extend my maternity, paternity, and adoption leave with a leave-of-absence without pay for up to two years (or more) following the birth allowing me to spend time with my child. My school board must grant me a leave-of-absence without pay if I ask for it. This request must be made at least three weeks prior to the end of my leave and must **clearly** indicate the option chosen.

There are five options available for leaves without pay. However, with the exception of option "a)", I may choose only one option:

a) Use of accumulated sick-days

This option can be paired with any one of the other four options.

b) Full-time leave without pay

To the end of the current school year and for a maximum of two more school years.

Advantages

The leave can last for almost three full school years if it is begun at the beginning of a school year.

Disadvantages

The leave must **immediately** follow the maternity, paternity or adoption leave. It cannot be terminated before the predetermined date except under exceptional circumstances and with the school board's consent.

c) Full-time leave without pay for a maximum of 52 consecutive weeks

The duration of the leave may vary from 1 to 52 weeks taken consecutively, but not beyond 70 weeks following the birth of the child.

Advantages

The leave does not have to follow the maternity, paternity, or adoption leave immediately. I can terminate this leave unilaterally prior to the predetermined date with at least 21 days' written notice. This option can be particularly useful for a father who wishes to take a third leave at a time different from the first two.

Disadvantages

The leave has a maximum duration of 52 weeks.

d) Leave without pay for part of the year over a period of not more than two years

This option allows me to take leave for a given period (e.g., August to December, January to June); I may choose to return to work or not during any of these periods.

Advantages

This option allows me the choice between working or being on leave during one or more periods; I have the possibility of notifying the board of the distribution of the second year only three months in advance; I can terminate this leave unilaterally prior to the predetermined date with at least 30 days' written notice before I return to work.

Disadvantages

The leave must **immediately** follow the maternity, paternity or adoption leave.

e) Partial leave without pay

Part-time work (part of the week or part of the day) for a maximum of two full years. If my leave without pay begins during the course of the year, I have to wait until the following year to begin part-time work. In the interim, I have the choice of full-time leave without pay or working full time.

Advantages

This option allows me to work part time.

Disadvantages

This leave must immediately follow the maternity, paternity or adoption leave. It cannot end before the predetermined date except under exceptional circumstances and with the school board's consent.

For options "b)", "d)", or "e)", I may change my option, but only once, subject to certain conditions. The request must be made prior to the preceding June 1st; the change must occur at the beginning of the school year and cannot result in extending the original duration of my leave.

Please note that some restrictions may apply to the above options.

To discuss which options are most suitable for me,
I contact my local union. I refer to the example letters outlined
in this guide (see pages 22 to 25).

Deferring Annual Vacation Time Occurring during a Maternity, Paternity, or Adoption Leave

APPLICABLE TO FULL-TIME TEACHERS

I may ask my school board to defer up to four weeks of annual vacation that fall in July and August if I am a full-time teacher on maternity, paternity, or adoption leave during that period of time.

However, I **may not** defer weeks in July and August during which I am on leave-of absence without pay and for which I am receiving parental benefits.

APPLICABLE TO FULL-TIME AND PART-TIME TEACHERS

There are no other periods of time that may be deferred during the school year except the "March break". I check with my local union about the possibility of deferring the "March break".

To discuss the advantages of deferment, I contact my local union.

Rights During Maternity, Paternity, or Adoption Leaves, and Extension Without Pay

APPLICABLE TO FULL-TIME AND PART-TIME TEACHERS

I continue to benefit from:

- health insurance;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of continuous service for purposes of job security;
- recognition of pensionable service for my retirement plan;
- the various insurance plans under which I am covered, provided I pay the premiums.

DURING A LEAVE-OF-ABSENCE WITHOUT PAY FOLLOWING MY LEAVE

I continue to accumulate seniority and experience. Experience can be accumulated to a maximum of 52 weeks following the beginning of my leave-of-absence without pay. Subsequently, I retain the experience recognized to that point.

I must continue to participate in health insurance and pay the premiums. I may decide to participate in the other insurance plans by paying the premiums.

When I return to active service, I may pay 100% of contributions normally required for recognition of pensionable service for my retirement plan. It is very important that I set aside the money to buy back these periods of leave-of-absence without pay that are not reported as pensionable service. Otherwise, I may have to work longer before I can retire.

I have the right, when I return to work, to my original position or to a position assigned according to the rules for assignment and transfer in my collective agreement. I contact my local union for more information about this.

Other rights in the collective agreement which can be of interest to parents:

The reasons allowing teachers to use days for family obligations are detailed in section 5-14.00 of the collective agreement. For specific information regarding the use of these days, I contact my local union.

Rights of Teachers on Priority of Employment or Recall Lists

If it is my turn for a contract, I should not refuse it just because I am pregnant.

The school board must, on the basis of my ranking on the list, recall me and offer me the position. Once I have accepted it, they must grant me a maternity leave or a leave-of absence without pay and find someone to replace me. During my absence, they must grant me the same rights accorded to other teachers on maternity leave or on an extended leave-of-absence without pay. If I return to work before the end of the school year, I must be reintegrated into my position.

If my name is on a priority of employment list or a recall list,
I must contact my local union as early as possible in my pregnancy
to make sure that all my rights are respected.

Personal Deadlines Relating to Different Types of Leaves

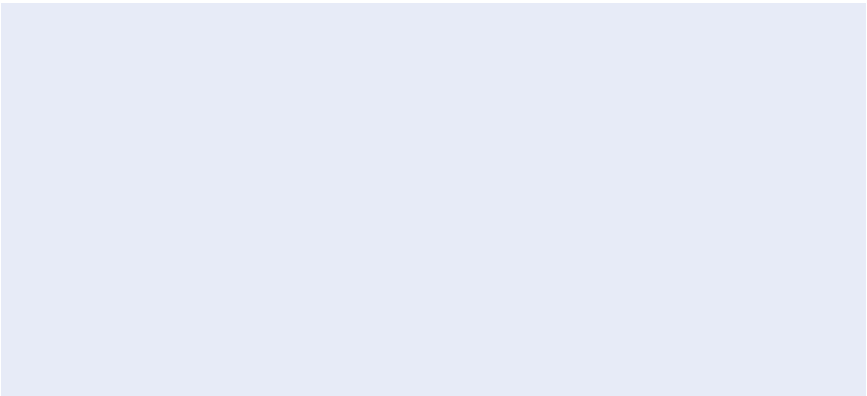
APPLICABLE TO FULL-TIME AND PART-TIME TEACHERS

Event	Deadline	Comment	Personal Dates
Submission of certificate for preventative leave to the employer.	As soon as the doctor has completed the certificate.	I must ensure that the certificate is sent to the CSST.	
Written notice of leave to employer with medical certificate attesting to pregnancy and expected date of birth.	At least two weeks before the beginning of the maternity leave.	The notice must, among other things, specify the period of the leave (from which date to which date).	
Request for parental insurance benefits following the procedure described at the following Web site: www.rqap.gouv.qc.ca or at 1-888-610-7727.	As soon as possible in the week the leave begins.	I must have my social insurance number on hand.	
Proof of eligibility to parental insurance benefits for the school board.	On receipt.	This is the statement of benefits.	
Receipt of a notice from the school board indicating the anticipated date of return to work.	Four weeks prior to end of the leave.	I do not have to reply to the school board.	
Request to defer annual vacation (maximum four weeks).	No less than two weeks before the end of the 21-week ¹ leave.	I should check with my local union regarding the placement of these weeks.	
Request for an extension without pay of a maternity, paternity, or adoption leave.	No less than three weeks before the end of the 21 week ¹ leave.	I should mention, among other things, if I wish to continue participation in my insurance plans.	
Notice to the school board of return to work after an extension without pay.	No less than two weeks before the return.	When I return, I should consider completing an application form, available from my school board, to buy back leaves-of-absence for pension purposes (within six months of the end of the leave-of-absence period, at the latest).	
Notice of a leave in the event of a birth (father) or adoption (five paid days).	As soon as possible.	The notice must, among other things, specify the period of the leave (from which date to which date).	
Notice of a paternity or adoption leave (five weeks).	At least three weeks in advance.	The notice must, among other things, specify the period of the leave (from which date to which date).	

1. 20 weeks for those teachers eligible to Employment Insurance.

For More Information

I should get in touch with my local union



Frequently Asked Questions about Parental Rights and the Quebec Parental Insurance Plan (QPIP)

- 1. Why have I been told that I am entitled to 21 weeks of maternity benefits when the Quebec Parental Insurance Plan (QPIP) only provides for 18 weeks (basic plan)?**

The teachers' collective agreement provides for maternity benefits that are more advantageous than those provided for solely under the Quebec Parental Insurance Plan (QPIP).

A teacher can receive maternity benefits at 93% of her gross regular salary for a period of 21 weeks. The school board augments the benefits received from the Quebec Parental Insurance Plan (QPIP) during these 21 weeks. Therefore, a teacher must request that parental benefits start immediately after the 18 weeks of QPIP maternity benefits (see page 5).

- 2. What happens after 21 weeks? Am I still entitled to receive any benefits?**

Beyond 21 weeks, a teacher is considered on leave-of-absence without pay from the school board to extend a maternity leave and continues to receive parental benefits (see example letters on pages 22-25).

The school board will not pay any salary during this period, but QPIP will continue to pay its parental benefits for a maximum of 29 weeks (basic plan) or 19 weeks (special plan) (see page 7).

- 3. Am I entitled to QPIP benefits if I am living in Ontario?**

No: however, if you are eligible, you will be entitled to Employment Insurance benefits.

- 4. What is the difference between salary insurance provided for by my collective agreement and CSST benefits?**

A teacher is on salary insurance when there is a danger of miscarriage or health problems related to her pregnancy and linked to her personal condition. On the other hand, she can be on preventative leave and receive CSST benefits when the danger is directly connected to her working environment (working conditions and types of students) (see page 3).

- 5. I am on preventative leave at the moment. When will it end: on the date of birth or on another date?**

CSST benefits for preventative leave cease to be paid four weeks before the due date of birth; maternity leave may start at that point (see page 3).

6. Will the fact that I am on preventative leave have an impact on my QPIP benefits?

CSST benefits for preventative leave are not considered as being insurable earnings. This means that CSST benefits will not be taken into account in the calculation of QPIP benefits (see page 3).

7. Will the fact that I am on salary insurance prior to the beginning of my maternity leave have an impact on the QPIP benefits I would be entitled to receive?

Yes: during the salary insurance period, a teacher receives 75% of her regular salary, which is considered as being insurable earnings. Therefore, it could have a negative impact on benefits because QPIP calculates the average weekly earnings by going back to the last 26 weeks or fewer, depending on your situation, for which insurable earnings were received. The possibility of starting a maternity leave earlier might be foreseen to minimize the impact on QPIP benefits.

8. How many weeks do I have to work to receive maximum QPIP benefits?

Generally, at least 16 weeks of work at regular salary.

Even though \$2,000 earned over a period of 52 weeks preceding the request for QPIP benefits is the criteria for purposes of eligibility to QPIP benefits, be careful! It is far from the maximum when it comes time to calculate the average weekly earnings (see benefit calculator at www.rqap.gouv.qc.ca).

9. I have been on a leave-of-absence without pay extending a maternity leave since 2009 and I have not worked since then. I am pregnant again and I will give birth in July 2011. Am I entitled to receive any benefits?

No: to be eligible to QPIP benefits, a teacher must have earned \$2,000 during the 52 weeks preceding the request for QPIP benefits. Unfortunately, in this case, from July 2010 until July 2011, there were no earnings. However, because of the collective agreement, a teacher who is ineligible to QPIP or Employment Insurance is entitled to receive 93% of her gross regular salary for 12 weeks. The money received during these 12 weeks is considered as being insurable earnings and therefore entitles a teacher to become eligible to remaining QPIP benefits.

10. I am on maternity leave at the moment and I would like to have another child next year without going back to work. Will I be entitled to any future QPIP benefits?

Two pregnancies in quick succession can have a negative effect on eligibility to QPIP or the amount of benefits. There are, however, ways to remedy these problems, depending on the situation. **Consult your local union.**

11. Is it true that I can defer a maximum of four weeks of my summer vacation if I am on maternity, paternity, or adoption leave during the summertime?

Yes: a teacher on maternity, paternity, or adoption leave can defer a maximum of four weeks of summer vacation to after his/her leave.

If the school board agrees, it is also possible to defer summer vacation to the end of the parental leave (after 50 or 40 weeks).

12. What happens at the end of my contract if I am a part-time teacher?

The benefits outlined in the collective agreement terminate at the same time the contract ends. However, if a new contract begins, they will again take effect.

Consult your local union for more information.

List of Example Letters

See pages 23 to 25 of this guide for text and timeline of these letters.

1. Notice of 21-week maternity leave
At least two weeks in advance
2. Request for leave in the event of a birth (father – five paid days)
As soon as possible.
3. Request for paternity leave (five weeks)
At least three weeks in advance
4. Request for postponement of vacation
At least two weeks in advance
5. Notice of extension without pay of a maternity, paternity or adoption leave (option "b")
At least three weeks in advance
6. Notice of extension without pay of a maternity, paternity or adoption leave (option "c")
At least three weeks in advance
7. Notice of extension without pay of a maternity, paternity or adoption leave and the distribution of the leave for the first year (option "d")
At least three weeks in advance
8. Distribution of leave for the second year (option "d")
At least three months in advance.
9. Notice of extension without pay of a maternity, paternity or adoption leave (option "e") to finish the school year in progress
At least three weeks in advance
10. Notice of extension without pay of a maternity, paternity or adoption leave (option "e") / part-time leave for the first or second full school year
Before June 1st
11. Notice of return to work
At least two weeks in advance

For other example letters, contact your local union.

Model for All Example Letters

Date (Month-Day-Year)

Recipient
Human Resources Department
Address of your school board

Subject : Title of example letter in question

Dear Sir or Madam:

Insert text of example letter required

Best regards,

Signature
Name
Address

c. c. : Local Union

You should always use registered mail, send a copy to your local union and keep a copy for your own files.

Text and Timeline for Example Letters

<p>Example Letter 1</p> <p>At least two weeks in advance</p>	<p>Notice of 21-week maternity leave</p> <p>In conformity with clause 5-13.17, please consider this request for a 21-week maternity leave as foreseen in clause 5-13.06.</p> <p>In conformity with clause 5-13.10, I wish to take my leave from _____ to _____ inclusively. Attached you will find a medical certificate (or a written report signed by a midwife) confirming my pregnancy and giving the foreseen (or actual) date of birth of my child.</p> <p>I also wish to continue to participate in the insurance plans for which I am eligible, all in conformity with clause 5-13.22.</p> <p>Furthermore, please send me, by return mail, an employment statement directed to QPIP. I wish to apply to QPIP for the basic/special benefit plan.</p>
<p>Example Letter 2</p> <p>As soon as possible.</p>	<p>Request for leave in the event of a birth (father — five paid days)</p> <p>This is to inform you, in conformity with clause 5-13.30 of my absence on the occasion of a birth on the following date: _____</p> <p>Attached is a medical certificate which attests that my spouse will give birth (or has given birth) on the _____.</p>
<p>Example Letter 3</p> <p>At least three weeks in advance</p>	<p>Request for paternity leave (five weeks)</p> <p>This is to inform you, in conformity with clause 5-13.31, that I will be taking paternity leave from _____ to _____.</p> <p>I also wish to continue to participate in the insurance plans for which I am eligible, and to assume the entire costs of premiums, all in conformity with clause 5-13.22.</p> <p>Please send me by return mail an employment statement to direct to QPIP.</p> <p>I wish to apply to QPIP for the basic/special benefit plan.</p>
<p>Example Letter 4</p> <p>At least two weeks in advance</p>	<p>Request for postponement of vacation</p> <p>Because my maternity, paternity, or adoption leave coincides in part with the summer break (or March break), please consider this request to postpone ____ days which would then be placed from _____ to _____ inclusively, all in conformity with clause 5-13.22.</p>

**Example
Letter 5**

At least
three weeks
in advance

**Notice of an extension without pay of a maternity,
paternity or adoption leave (option “b”)**

In conformity with clauses 5-13.60 b) and 5-13.65, please be advised that I will be taking an unpaid full time leave in extension of my maternity leave (or paternity or adoption leave, whichever the case,) from _____, continuing as follows: (whichever the case) :

– until the end of the present school year;

or

– for the entire school year 20__ – 20__.

I also wish to continue to participate in the insurance plans for which I am eligible and to pay the full cost of premiums in conformity with clause 5-13.69.

**Example
Letter 6**

At least
three weeks
in advance

**Notice of extension without pay of a maternity,
paternity or adoption leave (option “c”)**

In conformity with clauses 5-13.60 c) and 5-13.65, please note that I will be on full time leave without pay as an extension of my maternity leave (or paternity or adoption leave, whichever the case), from _____.

I will return to work on _____. I also wish to continue to participate in the insurance plans for which I am eligible and to pay the full cost of premiums in conformity with clause 5-13.69.

**Example
Letter 7**

At least
three weeks
in advance

**Notice of extension without pay of maternity, paternity
or adoption leave and timing of the leave for the first year
(option “d”)**

In conformity with clause 5-13.66, this is notification of a leave without pay for part of a year, as foreseen in clause 5-13.60 d), as an extension of my maternity leave (or of paternity or adoption leave, whichever the case) from _____ to _____.

Furthermore, the partition of the first year of my leave will be as follows:

From _____ to _____, I will not be working
or I will be working

From _____ to _____, I will not be working
or I will be working

I also wish to continue to participate in the insurance plans for which I am eligible and to pay the full cost of premiums in conformity with clause 5-13.69.

**Example
Letter 8**

At least
three months
in advance.

Timing of a leave for the second year (option “d”)

In conformity with clause 5-13.66, this is notification that the timing of my leave without pay for the second year will be as follows:

From _____ to _____, I will not be working
or I will be working

From _____ to _____, I will not be working
or I will be working

I also wish to continue to participate in the insurance plans for which I am eligible and to pay the full cost of premiums in conformity with clause 5-13.69.

**Example
Letter 9**

At least
three weeks
in advance

**Notice of extension without pay of a maternity,
paternity or adoption leave (option “e”)** to complete
the school year in progress

In conformity with clause 5-13.65, please consider this as a notice of leave according to clause 5-13.60 e), which will be an extension of my maternity leave (or paternity or adoption leave, whichever the case) from _____ to _____.

During this extension of my leave, and until the end of the work year in progress, I choose not to work (or to work).

I also wish to continue to participate in the insurance plans for which I am eligible and to pay the full cost of premiums in conformity with clause 5-13.69.

**Example
Letter 10**

Before June 1st

**Notice of extension without pay of a maternity,
paternity or adoption leave (option “e”)** / part-time leave
for the first or second complete school year

In conformity with clause 5-13.65, please consider this a notice of leave according to clause 5-13.60 e), as an extension of my maternity leave (or paternity or adoption leave, whichever the case).

My part-time leave will extend throughout the school year 20__ — 20__.

Therefore, I request the school board to consider the possibilities outlined in the collective agreement and to inform me precisely of the set time in my schedule when I will be on unpaid leave for part of a week throughout the school year. If it is possible to reach an agreement with the school board, I would like the set time to be as follows:
_____.

I hope to hear your decision on this matter within a satisfactory delay. I also wish to continue to participate in the insurance plans for which I am eligible and to pay the full cost of premiums in conformity with clause 5-13.69.

**Example
Letter 11**

At least
two weeks
in advance

Notice of return to work

Since my leave of absence without pay ends on _____, this is to inform you that, in accordance with clause 5-13.67. I intend to return to work on _____.

For other example letters, contact your local union.