

Parental Rights Guide



PARENTAL RIGHTS GUIDE
For cegep teachers

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Preface

This guide was prepared to provide an easy-to-understand and more accessible version of the clauses defining parental rights (5-6.00) in the *FNEEQ-CSN 2005-2010 Professor's Collective Agreement*. It does not, however, replace these clauses.

The guide is made up of five sections: maternity leaves, paternity leaves, adoption leaves, extensions to maternity, paternity and adoption leaves, and other parental leaves. It also includes appendices that provide a table showing the duration of leaves during pregnancy and maternity, the list of employers recognized for calculating the 20 weeks of service required and sample letters to simplify making the different types of requests for leaves or their extension.

This guide is intended exclusively for those who live in Québec and who are therefore eligible for the Quebec Parental Insurance Plan (QPIP) www.rqap.gouv.qc.ca. It does not describe the benefits provided under the federal government's Employment Insurance program for residents of other provinces.

It should be noted that throughout this guide, **hourly paid** teachers in continuing education should be considered as non-permanent teachers, except where it is specifically noted otherwise.

Finally, this guide describes typical cases. For any additional information that you require, do not hesitate to contact your local union.

This document is available on internet from the FNEEQ website: www.fneeq.qc.ca



Maternity Leave

1. Pregnancy

The work environment is a factor that may have an effect not only on the health of the mother, but also on the unborn child. Therefore, at your first doctor's appointment (usually around the twelfth week of pregnancy), it is important to discuss your working conditions with the doctor in order to identify all of the risk factors that might affect your health or the development of the foetus. 5-6.20

a) Schedule Adjustments

During your pregnancy, you can ask the college to adjust your work schedule in order to take a prenatal or exercise course. 5-6.51

[Sample letter 1](#)

b) Time Off for Appointments with Your Doctor or Midwife

You have the right to four days off work without loss of salary, which may be taken as half-days, for appointments with your doctor or midwife related to your pregnancy. 5-6.21

c) Leave Due to Complications in the Pregnancy

If there is a complication in your pregnancy or a risk of miscarriage, you have the right to a special leave on presentation of a medical certificate.²

If you are seeing a midwife, you must obtain this report from a general practitioner or an obstetrician/gynaecologist. This leave ends four weeks before the expected date of birth. 5-6.21

From the beginning of this leave up until the fourth week before the expected due date of birth, you are covered by salary insurance following the provisions of clause 5-6.22. You will receive a benefit payment equivalent to 85% of your base salary, once your seven-day sick bank is used up. 5-5.28 a)

d) The *For a Safe Maternity Experience* Program

If you believe that your working conditions present a danger (biological, chemical, ergonomic, physical or any other threat) to your health or that of your unborn child, you can take advantage of the *For a Safe Maternity Experience* program. This program is not an extended maternity leave; it allows you to be reassigned to tasks that do not present a risk to you or your child.

If it is not possible to assign you to other workload, you will receive a benefit that replaces your salary paid by the *Commission de la santé et de la sécurité au travail (CSST)*³ [Quebec Workers Health and Security Commission] up until the day of birth.

² Your doctor must complete a *Medical Disability Report*.

³ http://www.csst.qc.ca/portail/en/travailleurs/safe_maternity.htm



Preventative Withdrawal

In order to take advantage of a provisional assignment to other tasks or to a preventative withdrawal leave, you must submit to the college a medical certificate⁴ prepared by a general practitioner or an obstetrician / gynaecologist. This certificate must identify specific working conditions that present a danger to you or your unborn child, and identifies their nature.

In addition, the doctor must provide a copy of this report to the CSST, which will inform their decision on your eligibility for the *For a Safe Maternity Experience* program.

If you work regularly in front of a cathode-ray tube (CRT) screen, the college must consider the possibility of reducing your working time in front of the screen to two hours per half-day. It can assign you to other tasks that you are able to undertake.

N.B. When you return to work, you can also take advantage of a preventative withdrawal if you are breastfeeding your child and your working conditions present a danger for your child. The steps to follow are identical to those described above. 5-6-20



Payment of Benefit

If the college cannot assign you to other tasks, you will receive a replacement benefit equal to 90% of your net salary.

However, the CSST may reduce or interrupt payment if:

- you carry out other paid employment during your preventative withdrawal; or
- the danger related to your working conditions no longer exists.

e) Providing Notice for Your Maternity Leave

To obtain your maternity leave, you must inform the College by a written notice at least two weeks prior to the starting date of the leave. This notice must be accompanied by a medical certificate or by a report signed by a midwife attesting to the pregnancy and identifying the expected date of birth. The notice period may be reduced if a medical certificate attests that you must leave work earlier than expected. 5-6.09

[Sample letter 2 or 3](#)

⁴ Preventative Withdrawal and Reassignment Certificate for a Pregnant or Breastfeeding Worker



2. Maternity Leave

a) Length of the Maternity Leave

All pregnant teachers eligible for the QPIP have the right to a maternity leave of 21 weeks. 5-6.06

Following the QPIP regulations, your leave may begin, at the earliest, in the 16th week before your expected date of birth and, at the latest, the week following the start of benefits paid to you by the QPIP. 5-6.08

The weeks of your maternity leave must be consecutive, unless you decide to suspend or split your leave (see Suspending or Splitting Your Leave, page 11).

Your maternity leave may last less than 21 weeks. However, if you wish to return to work during the two weeks following the birth of your child, the College may require you to produce a medical certificate that attests to your ability to do so. 5-6-18

If you give birth or miscarry after the 20th week of pregnancy, you also have the right to a maternity leave of 21 weeks. 5-6.07

A teacher whose pregnant spouse dies can have the remaining maternity leave transferred to him or her. 5-6.06

b) Payment of Benefit

The benefit paid during a maternity leave varies as a function of:

- your eligibility for the QPIP⁵;
- the number of weeks you have worked at the College or in another college in the cegep system 5-6.07 before the start of your maternity leave and the weekly salary that you have received during this period;
- The length of your contract with the College if you are a non-permanent or an hourly paid teacher.

If you have accumulated 20 weeks of service with the college⁶ and are eligible for the QPIP, you have the right to a maternity leave of 21 weeks and you will receive a benefit paid by the College that makes up the difference between the benefit paid by the QPIP and 93%* of your base salary. 5-6.06

As each individual case is different, don't hesitate to consult the person in your local union who is responsible for parental rights in order to understand the different options that are available to you.

As soon as you receive your first payment from the QPIP, you must forward the statement of benefit to the payroll service of your college.

Sample letter 4



⁵ If you are not eligible for QPIP benefits, follow the provisions of article 5-6.16 of the collective agreement.

⁶ Or with one of the employers in the public or parapublic sectors listed in Appendix II.

* This percentage (93%) takes into account the fact that during her maternity leave, a teacher is exempted from making contributions to the pension plan and to the QPIP.



The amount of the benefit paid during your maternity leave will be increased if the date of a salary scale increase falls during your maternity leave (5-6.17 d)) or if you receive a premium for regional disparities. 5-6.57 and Appendix VI-2

If you have worked for more than one employer during the last 52 weeks, you must attach all of your record of employment forms. If you are receiving Employment Insurance benefits currently or if you are at the start of your maternity leave, you do not have to provide a copy of your record of employment; the QPIP will be responsible for obtaining the information required for you.

Finally, you cannot receive a benefit, financial or otherwise, that you would not have received if you had remained at work. 5-6.04

If You Are a Non-Permanent Teacher

If you are a non-permanent teacher, you must satisfy the following criteria to receive a benefit paid by the College:

- you must have worked at least 20 weeks at the college⁷ or at another college in the cegep system (5-6.17) before the start of your maternity leave;

and

- you must be under contract with the College during your maternity leave.

Payment of Benefit During the Leave

The College will pay the difference between the benefit paid by the QPIP and 93% of your base salary for the 21 weeks of your maternity leave or for the entire period that you are under contract with the College. The calculation of the payment of the benefit will be based on your weekly salary – paid by the College or another college in the cegep system – during the 20 weeks preceding your

maternity leave 5-6.17 d). This is why an increase in your teaching workload during your maternity leave does not affect the amount of the benefit that you receive from the College.

If you work for more than one employer in the public or parapublic sectors, you will receive an indemnity from the College proportional to the payment that you have received from it in relation to the amount of weekly base salary paid by all of your employers (5-6.17 c)). You must produce for each employer a statement of your weekly salary payments paid by each one, as well as the benefits they paid you under the Act Respecting Parental Insurance. 5-6.13

What Happens at the End of Your Contract?

If your contract ends during your maternity leave, the College will stop paying you a maternity leave benefit from the date that your contract ends.

Following this, if you are rehired as a result of your hiring priority, your maternity leave benefit will be re-established as of the starting date of your contract. Any weeks in between the two contracts will be subtracted from the 21 weeks of payment to which you are entitled. 5-6.17e)

If the start of your maternity leave is in between two contracts (within one semester or between two consecutive semesters), the maternity leave benefit will be paid as of the starting date to the second contract, for the proportion of the 21 weeks of maternity leave that remains.

During your leave, the College must notify you of the workloads that are available (5-1.10). You have the right to apply for a post or a workload and to obtain it. 5-6.55

⁷ Ibid.



Make sure that you follow the rules established by your College to make an application. You should also be aware that your maternity leave cannot result in a delay in acquiring tenure (permanence).

If you are not eligible for the QPIP, while you are holding a **part-time workload** and you have accumulated 20 weeks of service with the College⁸, you have the right to a payment of a benefit equal to 95% of your weekly base salary over 12 weeks unless you are exempted from making contributions to the pension plan. In this case, the benefit is 93%.

If you have not accumulated 20 weeks of service with the College⁹, you have the right to a leave without pay of 20 weeks. 5-6.06

If you are on a leave with anticipated or deferred salary, and you give birth while you are on leave, consult clause 5-12.00 of the collective agreement.

c) Rights and Benefits

During your 21-week maternity leave, all benefits and rights to which you are entitled are recognized as if you were at work: accumulation of seniority and experience; accumulation of time off for vacation and sick leaves; the maintenance of insurance coverage (life and health); and participation in and exemption from RREGOP contributions for the duration of your maternity leave. 5-6.50, 5-6.55 and 5-6.56

Insurance

If you wish to change your insurance status in order to cover your newborn child in the insurance plan, you must communicate this information to the College, at the latest, 30 days following the birth of your child. In addition, from the birth date of your first child, you have the right to take life

insurance, without proof of insurability, during the 30 days following the birth of your child.

[Sample letter 5](#)

Pension Plan

A maternity leave, a special leave (due to a complication of the pregnancy or the risk of miscarriage) and the disability period are credited for the purpose of the pension plan without any contribution on your part. This recognition is made automatically on the employer's annual declaration, but we suggest that you verify that this has been done on the statement that you will receive from CARRA.

Vacation

You may defer in whole or in part those weeks of vacation that occur during your maternity leave to the end of your leave or to another point in time with the agreement of the College. You must advise the College at least two weeks before the end of your leave of the date to which you want to defer your vacation 5-6.55. It is, however, not permitted to defer paid holidays that occur during your maternity leave, or the period between the fall and winter semesters, which is not considered to be a vacation period.

[Sample letter 3](#)

If you are a part-time, non-permanent teacher, you do not have to defer your weeks of vacation, as they are paid to you over the course of the semester. However, if you have obtained a teaching workload for the semester, the College will normally pay you over 26 weeks, including payment for your weeks of vacation.

⁸ Ibid.

⁹ Ibid.



If you are an hourly paid teacher, only the seniority and experience that you have earned will be recognized. Deferral of vacation does not apply, since the collective agreement does not define a specific vacation period for hourly paid teacher. 8-2.00

d) Suspending or Splitting Your Leave

Suspending with Pay

If your child is hospitalized in the 15 days following its birth or if it is not able to leave the health-care centre after the birth, you have the right to suspend your maternity leave and return to work up until your child is able to return to your family home. The leave cannot be suspended more than once. 5-6.11

Suspending or Splitting without Pay

The QPIP's rules also allow you to split your leave without returning to work, but this option is not very advantageous as you are considered to be on a leave without pay, and you do not have the right to disability benefits:

- if your child is hospitalized, for the duration of the hospitalization;
- if you have an accident or an illness that is not related to your pregnancy. The maximum length of a suspension is 15 weeks;
- If you have three months of continuous service and your presence is required for your sick child. The maximum length of a suspension is six weeks. 5-6.11 b)



As of the resumption of a suspended maternity leave, the College will pay you the benefit amounts to which you are entitled for the number of weeks remaining in your leave. 5-6.12

e) Returning to Work

Four weeks before the end of your maternity leave, the College will send you a notice indicating the end of your leave 5-6.19. You can decide to extend your maternity leave with a parental leave, as permitted by the QPIP. Unless you take another leave or deferred vacation time, you must return to work (5-6.54 and 5-6.55). Consult Chapter IV (Extending Your Maternity, Paternity or Adoption Leave) for further information on this subject.

Sample letter 11

If you do not return to work within four weeks of the end of your leave, during which time you will be considered to be on a leave without pay, you will be considered to have resigned. 5-6.19



Paternity Leave

1. Paternity Leave with Pay

a) Length of a Paternity Leave and Payment

If your spouse is pregnant, you have the right to a leave with pay up to a maximum of **five working days** as of the birth. This leave is also granted when a pregnancy is miscarried after the beginning of the 20th week prior to the expected date of birth. The leave may be split and must take place between the day of birth and the 15 days following the return of the mother or the child to the home. One of the five days may be used for the baptism or the registration of the birth of the child. 5-6.23

If your spouse dies while pregnant, you have the right to what remains of the 21 weeks of maternity leave of your spouse and you obtain all of the rights and benefits that go along with this leave. 5-6.06

You cannot receive a benefit, financial or otherwise, that you would not have received if you had remained at work. 5-6.04

If you are a female teacher, you also have the right to this leave if you are identified as one of the mothers of the child. 5-6.23

[Sample letter 6](#)

2. Paternity Leave without Pay

a) Length of a Paternity Leave

You have the right to a leave without pay of three or five weeks depending on the QPIP plan chosen by your spouse (basic or special). These weeks must be taken consecutively, unless you suspend or split the leave 5-6.11. This paternity leave without pay may be taken immediately following a paternity leave with pay (see above) or may be taken at another point in time; however it must end no later than at the end of the 52nd week following the birth of the child. You must send your request in writing for this leave to the College two weeks before the start of your leave. 5-6.24

If you are a female teacher, you also have the right to this leave if you are identified as one of the mothers of the child. 5-6.24

[Sample letter 7](#)

b) Payment

No benefit will be paid during this leave. In addition, you cannot receive any benefit, financial or otherwise, that you would not have received if you had remained at work. 5-6.04



c) Rights and Benefits

During your paternity leave, you accumulate time of service towards vacation. Seniority and experience are also accumulated and recognized. 5-6.55 and 5-6.56

If the length of the paternity leave is three weeks, you maintain your participation in your insurance and pension plans. You must pay the applicable costs. 5-15.15 and 5-6.49

If the length of the paternity leave is five weeks, you maintain your participation in the insurance plans, but you are not able to contribute to the pension plan 5-5.15 and 5-6.47. However, it is often more advantageous to buy back this time of service. For more information, consult CARRA.
<http://carra.gouv.qc.ca/>

d) Suspending or Splitting Your Leave

Suspending or Splitting without Pay

If your child is hospitalized, you may suspend your paternity leave and return to work until its return home, with the agreement of the College 5-6.26. In this case, the same provisions as those for suspending a maternity leave apply (see page 11 in this guide).

e) Returning to Work

Upon returning from your paternity leave, you resume your post or teaching workload 5-6.54. You may also decide to extend this paternity leave without pay by a parental leave, as provided in the QPIP, or by another type of leave. For more information on this subject, see Chapter IV (Extending Your Maternity, Paternity or Adoption Leaves).

Sample letter 10



Adoption Leave

1. Leave Before an Adoption

a) Length of a Leave Before Adoption

If you must travel outside Quebec to prepare for an adoption, you may receive a leave without pay for the time required to travel. You must make your request to the College two weeks in advance if possible. 5-6.36

This leave ends, at the latest, the week before the start of payment of benefits from the QPIP. 5-6.36

Sample letter 8

b) Payment

No benefits will be paid during this leave.

c) Rights and Benefits

During this leave, experience and seniority continue to be accumulated as if you were at work. 5-6.56

Insurance

During your leave, you maintain your participation in your insurance plans, and must pay the applicable premiums. 5-5.15

Pension Plan

A leave without pay before an adoption may be recognized as time of service. To do so, once you return to work, you must make a request to buy back this time from CARRA by filing the required form, which can be obtained from the Human Resources department at your college. If you make this request in the six months that follow your return to work, you do not have to pay fees or interest. In addition, you will only have to pay your share of the contribution.

N.B. Remember to verify the status of your participation in the pension plan the next time it is sent to you by CARRA (following your buy-back request).

d) Returning to Work

When you return to work from your leave, you resume your post or teaching workload 5-6.54.

You may also decide to extend this leave with an adoption leave of ten weeks.



2. Adoption Leave

a) Length of Adoption Leave

If you adopt the child of your spouse, you have the right to a leave for a maximum of five days, of which the first two are paid. 5-6.27

If you legally adopt a child, you have the right to a leave of ten weeks, which must be consecutive, except when there is a suspension of or split in the leave. 5-6.28 and 5-6.30

If you are eligible for the QPIP, this leave must begin, at the latest, the week after payment of benefits begins 5-6.28

If you are not eligible for the QPIP, the leave must occur after the placement order of the child or its equivalent for international adoptions, in accordance with an adoption plan or at any other point agreed to with the College. 5-6.28

Sample letter 9

b) Payment

During the ten weeks of an adoption leave, you receive 100% of your basic weekly salary whether or not you are eligible for the QPIP 5-6.35 and 5-6.32.

The benefit paid during your adoption leave will be increased if you receive a premium for regional disparities. 5-6.57 and Appendix VI-2

If you are eligible for the QPIP, the College must make the first payment to you 15 days after you provide it with the proof that you are receiving benefits from the QPIP. However, no benefit can be paid during a vacation period in which you are remunerated. 5-6.34

If you are a part-time teacher, your benefit payment is calculated based on your average salary over the past 20 weeks. 5-6.34 c)

If following a leave for which you have received benefits, the adoption does not take place, you will be considered to have been on a leave without pay and must reimburse the paid benefits. 5-6.37

Finally, you cannot receive a benefit, financial or otherwise, that you would not have received if you had remained at work. 5-6.04



c) Rights and Benefits

During your adoption leave, all benefits and rights to which you are entitled are recognized as if you were at work: accumulation of seniority and experience; accumulation of time off for vacation and sick leaves 5-6.55 and 5-6.56; the maintenance of insurance coverage (life and health); and participation and exemption from RREGOP contributions for the duration of your adoption leave.

The ten weeks of adoption leave are considered to be time worked and paid. 5-6.50

With the agreement of the College, you may delay in whole or in part your vacation, if it occurs during the leave, to after the leave ends or to another time. 5-6.55

If you are a non-permanent teacher or a teacher on availability (MED), you have the right to apply for a post or a teaching workload in accordance with the provisions of the collective agreement as if you were not on leave 5-6.55. The College must forward to you the teaching workloads that are available 5-1.10. Make sure to respect your College's application rules.

For hourly paid instructors, only seniority and experience are recognized. 8-2.00

d) Suspending or Splitting Your Leave

Suspending Your Leave

If your child is hospitalized, you may suspend your adoption leave and return to work until the child returns home. 5-6.30 a)

Splitting Your Leave without Pay

You can also split your adoption leave without returning to work 5-6.30 b):

- if your child is hospitalized, for the duration of the hospitalization;
- if you are the victim of an accident or an illness, for the number of weeks that the condition lasts up to a maximum of 15 weeks; or
- if you must be absent for one of the reasons provided under article 79.8 of the Labour Standards Act (Family or Parental Leave and Absences), for the number of weeks that the situation lasts up to a maximum of six weeks.

During such a suspension, you are considered to be on a leave without pay and will receive no pay or benefits; however, you have the right to accumulate seniority and experience as if you were at work. 5-6.56

e) Returning to Work

Four weeks before the end of your adoption leave, the College will send you a notice indicating the end of your leave 5-6.19. Unless you take another leave or deferred vacation time, you must return to work 5-6.54 and 5-6-55. Consult Chapter IV (Extensions to Maternity, Paternity or Adoption Leaves) for further information on this subject.

[Sample letter 11](#)

If you do not return to work within four weeks of the end of your leave, during which time you will be considered to be on a leave without pay, you will be considered to have resigned. 5-6.19



Extending Your Maternity, Paternity or Adoption Leave

Your Different Options

Parental or adoption benefits provided by the QPIP can be paid to either parent or split between the two after a maternity leave within 52 weeks of the birth of the child. As the collective agreement does not include provisions for parental leaves, your request will be considered as a request for a **leave without pay**.

1. Full-time Leave without Pay

The mother or father of a child can take a leave without pay for up to two years, extending a maternity, paternity, or adoption leave. 5-6.39

[Sample letter 10 \(paternity\)](#), or
[Sample letter 11 \(maternity and adoption\)](#)

If you choose this option, your return to work must coincide with the beginning of a semester. Therefore, it is not possible to return during the course of a semester, except with the agreement of the College and the local union (in particular, if your spouse loses his or her job). If you wish to end your full-time leave without pay before the planned date, you must provide written notice at least 21 days, or at least 30 days if you have been on leave for more than one year. 5-6.47

[Sample letter 13](#)

Four weeks before the end of your leave, the College will advise you of the end of the leave. You must confirm your return to work at least two weeks in advance, or you will be considered to have submitted your resignation. 5-6.47

If you are a non-permanent teacher, this leave without pay may have an impact on acquiring tenure (permanence). 5-2.02

5-2.02 b) A contract during which a teacher has been on full-time leave for one full semester or more shall be considered a consecutive contract for the purposes of the preceding paragraph, but it shall not count toward obtaining tenure. However, a contract during which a teacher who, at the outset, had three years' seniority for purposes of applying and interpreting article 5-4.00, and benefited from one or more full-time leaves for one semester or more in accordance with the provisions pertaining to parental rights, shall be credited towards obtaining tenure. The above credit shall not exceed one year.

2. Part-time Leave without Pay

The mother or father of a child may take a part-time leave without pay for up to two years. However, the Voluntary Working Time Reduction Program (VWTRP) is more advantageous if you have at least three years of seniority and a full-time teaching workload for the whole year, or if you are in a post. First, the VWTRP allows you to be paid pro rata for your teaching workload rather than by CI (50% time worked equals 50% weekly base salary paid). Second, while you are participating in the program, you accumulate seniority, experience and one full year of service (for pension purposes). 5-14.00

[Sample letter 12](#)



3. Other Options

If you wish to spend more time with your child but cannot afford to significantly reduce your salary, other options are available. If you have acquired tenure (permanence), you can take a Leave with Deferred or Anticipated Salary 5-12.00. As well, if you teach full-time and you have at least three years of seniority, you can participate in the Voluntary Working Time Reduction Program. 5-14.00

Sample letter 14 or 15

4. Extending Your Leave for a Sick Child

If your state of health or that of your newborn child requires it, you have the right to extend your maternity leave for as long as established by a medical certificate. 5-6.10

This extension is considered as a leave without pay. During the first six weeks of such an extension, all of the benefits to which you have the right are recognized as if you were at work: accumulated seniority, experience, sick days and vacations, insurance (life and health). You participate **in but are exempt from having to make contributions to the RREGOP pension plan.** 5-6.50 and 5-6.55

If you are an hourly paid teacher, only accumulated seniority and experience are recognized.

5. Rights and Benefits

In extending your maternity, paternity or adoption leave with a full-time or part-time leave without pay, your accumulated seniority and experience are recognized as if you were working full-time for up to a maximum of two years 5-6.56. Following such an extension, you can work half-time for up to two more consecutive years and have the right to the accumulated seniority and experience as if you had worked full-time. 5-6.42 a)

Insurance

During your leave without pay, you continue to participate in all applicable insurance plans and must pay the associated costs. 5-5.15

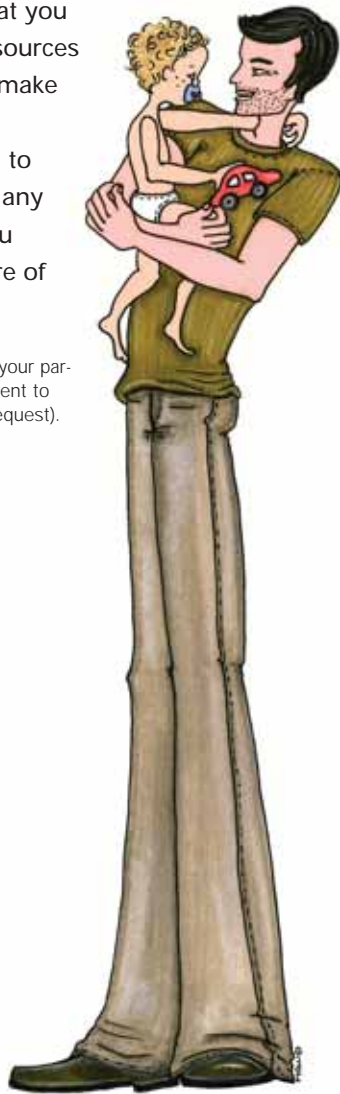
N.B. Participation in the health insurance plan is mandatory, however it is possible, by providing written notice to the College, to stop participating in the health insurance plan if you can demonstrate that you are insured by another similar group health insurance plan. You should, however, note that you cannot return to the FNEEQ plan unless you show proof that you are no longer covered by the other insurance (for example, by showing that your spouse has lost his or her job). 5-15.15



Pension Plan

Your maternity, paternity or adoption leave without pay may be recognized as time of service for pension purposes. In order to do so, you must make a request to buy back this service to CARRA by filling out a form that you can obtain from the human resources service at your College. If you make such a request within the six months that follow your return to work, you will not have to pay any fees or interest. In addition, you will only have to pay your share of the contributions.

N.B. Don't forget to check the status of your participation in your pension plan when it is sent to you by CARRA (following your buy-back request).



Moving from One Type of Leave to Another

During your leave without pay, you can, by making a request in writing at least 30 days in advance, ask for just one change in the type of leave, which must coincide with the beginning of a semester. The following changes are permitted: switching from a full-time leave without pay to a part-time leave without pay (or the opposite); or switching from a part-time leave without pay to a different part-time leave without pay. 5-6.39



Other Parental Leaves

1. Time Off for the Care of a Minor Child

You can be absent from work for up to six days per year to take care of your child or your spouse's child, if your presence is required to ensure the health, security or education of your child.

These days can be deducted from your annual bank of sick days or taken without pay, as you choose. These days may be split and taken as half-days. 5-6.62 b)

2. Leave for Parental Responsibilities

A full-time teacher who has a child or a dependent person with health problems may take a leave for parental responsibilities. This part-time leave cannot exceed 25% of a full-time workload. 5-6.58 and 5-6.59

3. Leave for the Care of a Minor Child

You may obtain, on request, a full-time leave without pay for up to one year in order to be with your minor child who has socio-affective problems, who is handicapped, or who has a long-term illness that requires your presence. 5-6.62 a)

N.B. The Voluntary Working Time Reduction Program described in article 5-14.00 may be more advantageous.

4. Leave without Pay for a Sick or Injured Parent (not in the collective agreement)

Following article 79.8 of the *Labour Standards Act*, if you have more than three months of continuous service, you can absent yourself from work for up to 12 weeks during the same year. Your presence must be required as a result of an illness or an accident involving your child, your spouse, your mother, father, brother, sister, or one of your grandparents.

5. Compassionate Leave (not in the collective agreement)

You may obtain up to six weeks of compassionate leave benefits if you must be absent from work in order to offer care or support to a member of your family who is suffering from a serious illness that may cause death within the next 26 weeks.

To find out if you have the right to compassionate leave benefits, consult the website of Employment Canada:

http://www1.servicecanada.gc.ca/en/ei/types/compassionate_care.shtml#Who



Pregnancy and Maternity: A To-Do Check List

Event	Notice	Expected Date	Sample letter
Start of Pregnancy			
Request for Schedule Adjustment			Sample letter 1
Request for half-days off for medical appointments			
Sending notice of departure to the College along with medical certificate identifying the expected date of birth	15 days before the start of the leave		Sample letter 2 or 3
Start of Maternity Leave			
Request for maternity benefits to QPIP	After receiving your record of employment		
Sending proof of eligibility for QPIP to the College	After receiving your first payment from QPIP		Sample letter 4
Expected Date of Maternity Leave			
Request for modification to the health insurance plan	After the birth of your child		Sample letter 5
Reception of notice of return to work from the College	30 days before the end of your leave		
Request to defer vacation	15 days before the end of your leave		Sample letter 3
Request for extension	15 or 30 days before the end of your leave (depending on the type of extension)		Sample letters 11 and 12
Extension of Maternity Leave			
Return to work before the expected date	30 days before the expected end of your leave		Sample letter 13
Reception of notice of return to work	15 days before the end of your leave		
Return to work	At the start of a semester or the academic year		
Request to buy back time of service to CARRA.	After returning to work or during the six months following your return		



List of Employers Recognized for Calculating 20 Weeks of Service

Time of service is calculated from all of the employers of the public and parapublic sectors (public service, education, health and social services), health and social service agencies, organizations which by law are required to follow the salary scales and premiums set by the government (see the list below), of the *Office franco-québécois pour la jeunesse*, of the *Société de gestion du réseau informatique des commissions scolaires* as well as the following organizations¹⁰:

- Agence des partenariats public-privé du Québec
- Agence métropolitaine de transport
- Autorité des marchés financiers
- Bibliothèque et Archives nationales du Québec
- Caisse de dépôt et placement du Québec
- Centres d'aide juridique
- Commission de la capitale nationale
- Commission de la construction du Québec
- Commission de reconnaissance des associations d'artistes et des associations de producteurs
- Commission des droits de la personne et des droits de la jeunesse
- Commission des services essentiels
- Corporation d'hébergement du Québec
- Corporation d'urgence-santé de la région de Montréal Métropolitain
- École nationale de police du Québec
- École nationale des pompiers du Québec
- Financement-Québec
- Fondation de la faune du Québec
- Fonds de la recherche en santé du Québec
- Fonds d'indemnisation du courtage immobilier
- Fonds québécois de la recherche sur la nature et des technologies
- Fonds québécois de la recherche sur la société et la culture
- Héma-Québec
- Hydro-Québec
- Institut national de la santé publique
- Investissement Québec
- Musée d'art contemporain de Montréal
- Musée de la civilisation
- Musée national des beaux-arts du Québec
- Office de la sécurité du revenu des chasseurs et piégeurs cris
- Office Québec-Amériques pour la jeunesse
- Protecteur du citoyen
- Régie de l'énergie
- Régie des installations olympiques
- Société de la Place des Arts de Montréal
- Société de télédiffusion du Québec (Télé-Québec)
- Société des alcools du Québec
- Société des établissements de plein air du Québec
- Société des loteries du Québec
- Société des traversiers du Québec
- Société du Centre des congrès de Québec
- Société du Grand théâtre de Québec
- Société du Palais des congrès de Montréal
- Société du parc industriel et portuaire de Bécancour
- Société immobilière du Québec
- Société Innovatech Régions Ressources
- Société Innovatech Québec et Chaudière-Appalaches
- Société Innovatech du sud du Québec
- Société québécoise d'assainissement des eaux
- Société québécoise d'information juridique
- Société québécoise de récupération et de recyclage
- Sûreté du Québec

¹⁰ This list is provided for information only.



Sample letter 1

Request for a Work Schedule Adjustment

Place and Date

Human Resources Services

Reference No. ... (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Work Schedule Adjustment

Dear Sir/Madam,

In accordance with clause 5-6.51 of the teachers' collective agreement, I would like to obtain an adjustment to my work schedule for the..... (identify fall or winter) semester in order to attend the (identify prenatal or exercise course) prenatal program that takes place at (state day and time).

Sincerely yours,

..... (Name and Address)

att. Medical certificate

cc Department chair
Teachers union



Sample letter 2

Request for a Maternity Leave

Notice: Two weeks before starting your leave

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Maternity Leave

Dear Sir/Madam,

In accordance with clause 5-6.06 and 5-6.09 of the teachers' collective agreement, I would like to inform you that I will be starting my maternity leave of twenty-one weeks on (state date).

During my maternity leave I wish to maintain the rights and benefits defined under clause 5-6.55 of the collective agreement.

I attach to this letter a medical certificate attesting to my pregnancy and to the expected date of birth.

Sincerely yours,

..... (Name and Address)

att. Medical certificate

cc Department chair

Teachers union



Sample letter 3

Request for a Maternity Leave with Deferred Vacation

Notice: Two weeks before the start of your leave

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Maternity Leave

Dear Sir/Madam,

In accordance with clauses 5-6.06 and 5-6.09 of the teachers' collective agreement, I would like to have a twenty-one week maternity leave from (start date) until inclusively (end date). In accordance with clause 5-6.55, I would like to defer my (state number of weeks) weeks of vacation that fall within my maternity leave. During my maternity leave I wish to maintain the rights and benefits defined under clause 5-6.55 of the collective agreement.

I attach to this letter a medical certificate attesting to my pregnancy and to the expected date of birth.

Sincerely yours,

..... (Name and Address)

att. Medical certificate

cc Department chair
Teachers union

Please note: The teacher vacation period usually occurs between June 15 and August 16 each year. The intersession period between the fall and winter semesters is not a vacation period.



Sample letter 4

Forwarding Proof of Eligibility to the QPIP to the College

Notice: After receiving your first QPIP payment

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Proof of Eligibility to the QPIP

Dear Sir/Madam

In accordance with clause 5-6.13 of the teachers' collective agreement, you will find attached proof that I am receiving QPIP maternity benefits.

Sincerely yours,

..... (Name and Address)

att. Proof of eligibility to the QPIP

cc Department chair
Teachers union



Sample letter 5

Request for a Change in Insurance Coverage

Notice: Following the birth of your child

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Change in Insurance Coverage

Dear Sir/Madam,

Following the birth of my child on (state date of birth), I would like to obtain a copy of the group insurance's coverage modification form in order to change my present coverage from (specify whether you currently have individual or couple coverage) coverage. If this is your first child, you may also wish to add dependant life insurance (without having to provide proof of insurability).

In order to insure my child without having to provide proof of insurability, I understand that this form must be sent to the insurance company before the 30th day following the birth of my child.

Sincerely yours,

..... (Name and Address)

cc Teachers union



Sample letter 6

Request for a Paternity Leave with Pay

Notice: Two weeks before the start of your leave

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Paternity Leave with Pay

Dear Sir/Madam,

My spouse is expecting to give birth to a child on or about (state the expected date of birth).
Therefore, I would like to take a paternity leave in accordance with clause 5-6.23 of the teachers' collective agreement.

As this leave of five working days must take place between the day of birth and fifteen days after the mother and child return home, I would like to inform you of my absence.

I attach to this letter a medical certificate attesting to my spouse's pregnancy and to the expected date of birth.

Sincerely yours,

..... (Name and Address)

att. Medical certificate

cc Department chair
Teachers union



Sample letter 7

Request for a Paternity Leave without Pay

Notice: Two weeks before the start of your leave

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Paternity Leave without Pay

Dear Sir/Madam,

I am the father of a child born on (state date of birth). In accordance with QPIP regulations, I would like to take (state either three or five weeks depending on whether the mother has chosen the basic or special plan) weeks of paternity leave without pay. In accordance with clause 5-6.24 of the teachers' collective agreement, I would like to inform you that I will be absent from to (state dates).

During this leave I wish to maintain my participation in the group insurance plan, and I agree to pay the premiums. [(If your leave is five weeks, add:) As I will not be making pension plan contributions during this period, I may, if I so choose, make a request to CARRA to buy back this time when I return to work.] [(If you are a non-permanent teacher, add:) In addition, in accordance with clause 5-1.10, I wish to be informed of the posts and teaching workloads available during my leave in order to submit my application.]

Sincerely yours,

..... (Name and Address)

att. Medical certificate

cc Department chair
Teachers union

Please note that if your leave is for three weeks, you will continue to make contributions to the pension plan. If your leave is for five weeks and you do not maintain your contributions to the pension plan, you can make a request to CARRA to buy back this time after you return to work.



Sample letter 8

Request for a Leave without Pay Before an Adoption

Notice: 15 days before the start of your leave

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Leave without Pay Before an Adoption

Dear Sir/Madam,

In accordance with clause 5-6.36 of the teachers' collective agreement, I would like to inform you that I will be absent from to (state dates).

During this leave I wish to maintain my participation in the group insurance plan, and I agree to pay the premiums. [(If your leave is five weeks, add:) As I will not be making pension plan contributions during this period, I may, if I so choose, make a request to CARRA to buy back this time when I return to work.] [(If you are a non-permanent teacher, add:) In addition, in accordance with clause 5-1.10, I wish to be informed of the posts and teaching workloads available during my leave in order to submit my application.]

Sincerely yours,

..... (Name and Address)

att. Medical certificate

cc Department chair
Teachers union



Sample letter 9

Request for an Adoption Leave

Notice: Two weeks before starting your leave

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for an Adoption Leave

Dear Sir/Madam,

In accordance with clause 5-6.28 of the teachers' collective agreement, I would like to inform you that I would like to take an adoption leave of ten weeks from until(state start and end dates).

During my adoption leave I wish to maintain the rights and benefits defined under clause 5-6.55 of the collective agreement.

Sincerely yours,

..... (Name and Address)

cc Department chair
Teachers union



Sample letter 10

Request for a Leave without Pay to Extend a Paternity Leave

Notice: Two weeks before the start of your leave extension

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Leave without Pay to Extend My Paternity Leave

Dear Sir/Madam,

I would like to extend my paternity leave, which would otherwise end on (state scheduled end date of paternity leave). In accordance with clause 5-6.39 of the teachers' collective agreement, I would like to have a leave without pay until..... (state date of the end of this semester or the end of the academic year), in other words from until

During this leave I wish to maintain my participation in the group insurance plan, and I will pay the premiums. [(If your leave is five weeks, add:) As I will not be making pension plan contributions during this period, I may, if I so choose, make a request to CARRA to buy back this time when I return to work.] [(If you are a non-permanent teacher, add:) In addition, in accordance with clause 5-1.10, I wish to be informed of the posts and teaching workloads available during my leave in order to submit my application.]

Sincerely yours,

..... (Name and Address)

att. Medical certificate

cc Department chair
Teachers union



Sample letter 11

Request for a Full-time Leave without Pay to Extend a Maternity or Adoption Leave

Notice: Two weeks before the start of your leave extension

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Leave without Pay to Extend a Maternity or Adoption Leave

Dear Sir/Madam,

I would like to extend my maternity, or adoption leave, which would otherwise end on (state the date your leave is currently scheduled to end). In accordance with clause 5-6.39 of the teachers' collective agreement, I would like to take a leave without pay (state until the end of the current semester, the end of the current academic year, or for the next two years), in other words from until

During this leave I wish to maintain my participation in the group insurance plan, and I will pay the premiums. As I will not be making pension plan contributions during this period, I may, if I so choose, make a request to CARRA to buy back this time when I return to work. [(If you are a non-permanent teacher, add:) In addition, in accordance with clause 5-1.10, I wish to be informed of the posts and teaching workloads available during my leave in order to submit my application.]

Sincerely yours,

..... (Name and Address)

cc Department chair
Teachers union



Sample letter 12

Request for a Part-time Leave without Pay to Extend a Maternity, Paternity or Adoption Leave

Notice: 30 days before the start of your leave extension

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Part-time Leave without Pay to Extend a Maternity, Paternity or Adoption Leave

Dear Sir/Madam,

I would like to extend my maternity, paternity or adoption leave, which would otherwise end on (state the date your leave is currently scheduled to end). In accordance with clause 5-6.39 of the teachers' collective agreement, I would like to take a leave without pay from until (state the date of the end of the current semester, the end of the current academic year, or for the next two years).

I request to be assigned a teaching load equivalent to FTE. Following clause 5-6.50 of the collective agreement, I understand that I have the right to paid vacation pro rata to the time I will have worked. [(If you are a non-permanent teacher, add:) In addition, in accordance with clause 5-1.10, I wish to be informed of the posts and teaching workloads available during my leave in order to submit my application.]

Sincerely yours,

..... (Name and Address)

att. Medical certificate

cc Department chair
Teachers union



Sample letter 13

Notice of an Earlier than Expected Return to Work

Notice: Three weeks before your revised date of return to work

Place and Date

Human Resources Service

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Notice of an Earlier than Expected Return to Work

Dear Sir/Madam,

In accordance with clause 5-6.47 of the teachers' collective agreement, I would like to inform you of my intention to end my leave without pay, which extended my maternity, paternity or adoption leave, earlier than expected. As a result, I will return to work on (state date of return to work from leave without pay, which must coincide with the start of a semester, unless the College and the local union agree otherwise).

Sincerely yours,

..... (Name and Address)

cc Department chair
Teachers union



Sample letter 14

Request to Participate in the Voluntary Work Reduction Program

Notice: May 15 for the fall or November 15 for the winter semester

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request to Participate in the Voluntary Work Reduction Program

Dear Sir/Madam,

In accordance with clause 5-14.00 of the teachers' collective agreement, I would like to take a voluntary workload reduction from (state the date of the start of the leave) until (state the date of the end of the leave).

I request to be assigned a teaching load equivalent to FTE (state a workload between 0.4 and 0.9 FTE for an annual leave or less than 0.8 for a one-semester leave).

During my participation in this program, I wish to maintain the rights and benefits defined under clauses 5-14.08 to 5-14.14 of the collective agreement.

Sincerely yours,

..... (Name and Address)

att. Medical certificate

cc Department chair
Teachers union



Sample letter 15

Request for a Leave With Deferred or Anticipated Salary

Place and Date

Human Resources Services

Reference No. (EMPLOYEE NUMBER OR SOCIAL INSURANCE NUMBER)

Subject: Request for a Leave With Deferred or Anticipated Salary

Dear Sir/Madam,

In accordance with clause 5-12.00 of the teachers' collective agreement, I would like to take a leave with an anticipated or deferred salary of a length of six or twelve months from (state the date of the start of the leave) until (state the date of the end of the leave).

The length of my participation in this leave program will be (state two years, three years, four years, or five years). During my participation in this program, I wish to maintain the rights and benefits defined under clauses 5-12.11 and 5-12.12 of the collective agreement.

Sincerely yours,

..... (Name and Address)

cc Department chair
Teachers union





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