

2023-2028 Edition

Guide

to Parental Rights and the QPIP



For members of unions affiliated with the Federation
des syndicats de l'enseignement (FSE-CSQ)



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IMPORTANT

PLEASE READ THE FOLLOWING SECTION FIRST

Foreword

The goal of this document is to provide a summary of the rights provided by the collective agreement, the Québec Parental Insurance Plan (QPIP) and the Commission des normes, de l'équité, de la santé et de la sécurité du travail (CNESST). It is available from your union or at securitesociale.lacsq.org/droits-parentaux. It is understood that the collective agreement and relevant laws remain the true source of these rights and that this document thus has no legal value.

While this document covers key aspects of the QPIP, we recommend you also visit rqap.gouv.qc.ca/en or read the QPIP information brochures.

It is important that you consult your union to ensure you are fully aware of all rights relating to your personal situation.

Who Should Read This Document

This document is for full- and part-time teachers. However, for part-time teachers, collective agreement benefits end when the contract expires but may resume when a new contract begins (see page 17).

While occasional substitute teachers, teachers paid by the lesson and teachers paid by the hour do not have parental rights under the collective agreement, they are covered by the Act respecting labour standards, the Act respecting occupational health and safety, and the Act respecting parental insurance.¹

This reference document applies to Francophone school service centres (E1 2023-2028). In other cases (Cree [E3] and Kativik [E4] school boards), some adaptation or adjustments may be required.


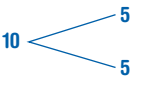
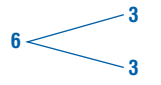

Persons who live outside Québec should also talk to their union, since they will be covered by EI rather than by the QPIP.

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¹ Please see the *Guide to parents rights and QPIP for unions not covered by public sector agreements* at securitesociale.lacsq.org/droits-parentaux and *The rights of teachers with insecure job status*, available in the FSE-CSQ website or your union office.

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

1. Basic Plan and Special Plan – Summary Table for Biological and Adoptive Parents

Type of benefit	Basic Plan		Special Plan	
	Number of weeks of benefit	% of average weekly of benefit	Number of weeks of benefit	% of average weekly of benefit
Biological Parents				
Maternity (exclusive)	18	70%	15	75%
Paternity (exclusive)	5	70%	3	75%
Parentals (shareable)	32 	70% 55%	25	75%
Parental, additional (shareable)	4 ⁱ	55%	3 ⁱⁱ	75%
Adoptive Parents				
Welcome and support (shareable)	13	70%	12	75%
Adoption (exclusive)	10 	70% 70%	6 	75% 75%
Adoption (shareable)	32 	70% 55%	25	75%
Adoption, additional (shareable)	4 ⁱ	55%	3 ⁱⁱ	75%

Note: Both parents must choose the same plan (this choice is irreversible, with rare exceptions). The first parent to apply makes the choice.

i If each parent actually took 8 shareable benefits first.

ii If each parent actually took 6 shareable benefits first.

NEW BENEFITS (Bill 51 passed on October 9, 2020)

Adoption-Related Welcome and Support Benefits

New shareable welcome and support benefits are available to meet the specific needs of parents who adopt a child.

Adoption Benefits

The number of benefit weeks has increased, and each parent gets a certain number of non-shareable (exclusive) benefits.

Sharing Parental or Adoption Benefits

Additional benefits are available when both parents share a minimum number of parental or adoption benefit weeks. The parents can also share the additional benefit weeks.

Birth or Multiple Adoption Benefits

Each parent qualifies for additional exclusive parental or adoption benefit weeks. Under the basic plan, 5 benefit weeks at 70% of earnings are added for each parent. Under the special plan, 3 benefit weeks at 75% of earnings are added for each parent.

Single Parent Benefits

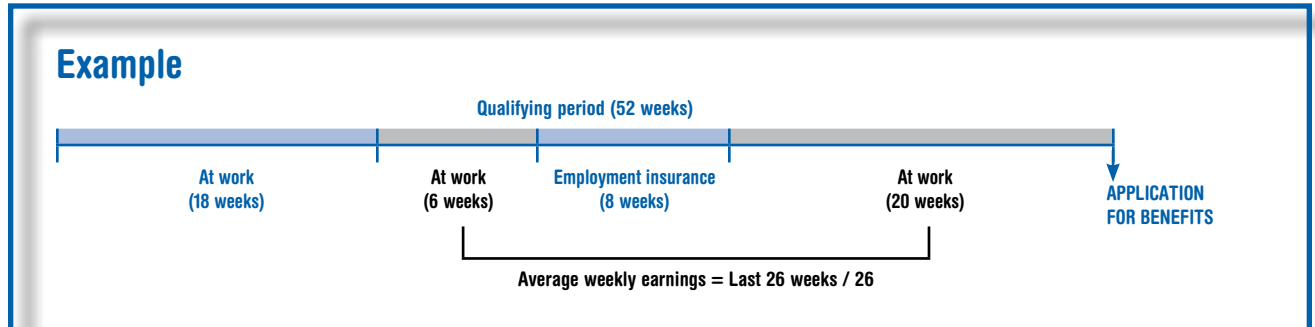
For births or adoptions where just one parent is named on the birth certificate (or equivalent document for an adoption), additional parental or adoption benefit weeks are granted. **Under the basic plan, 5 benefit weeks at 70% of earnings are added.** Under the special plan, 3 benefit weeks at 75% of earnings are added.

2. How Much?

Depending on the case, the benefit amount is set at 75%, 70% or 55% of the applicant's average weekly earnings (AWE) up to a maximum of \$1,808 in 2024 (or \$94,000 per year). **This is usually the average for the last 26 weeks** of the qualifying period (52 weeks) **in which the applicant had insurable earnings** (employment or business income, including vacation, paid leave, overtime, bonuses, etc.).

Weeks where no insurable earnings were received are not part of the count for these 26 weeks. This applies, for example, to weeks where a person might have had preventive leave benefits (CNESST), QPIP benefits for a previous child, EI benefits, or no income at all. These weeks have no effect on average weekly income.

However, each week where you have insurable earnings, **regardless of how little**, will be included in the 26 weeks used to determine your benefits. It is the 26 most recent weeks of insurable earnings that will be used, not the best 26 weeks.



The minimum divisor to determine average weekly earnings is 16. That means if someone has **at least 16 weeks** in their qualifying period and an employment income fairly consistent with their usual earnings, they will be entitled to reasonably good benefits.

There are a number of exceptions whereby qualifying periods can be extended or modified to improve the benefit rate (preventive leave, closely spaced pregnancies, Employment Insurance [EI], etc.). These cases (sections 31.1, 31.2 and 32 of the Regulation under the Act respecting parental insurance, etc.) make it possible to go back further than 52 weeks (maximum 104 weeks) to find more weeks with work income or to move or change the qualifying period (see pages 18 and 19). It may also sometimes be helpful to file for benefits early (see page 19). **Consult your union.**

QPIP benefits are calculated based on a person's **gross** income (**personal rather than family**) and subject to tax (federal and provincial), though these are the only deductions the QPIP will make. While these benefits have no other deductions (QPP, Employment Insurance, QPIP, RREGOP, union dues, etc.), the QPIP usually does not deduct enough taxes, often resulting in an onerous tax bill the following spring. To avoid this occurrence, when applying for benefits you can ask that the QPIP deduct more federal and provincial tax.

3. Who and When?

The first condition of eligibility for QPIP benefits is that you must have had at least \$2,000 in insurable earnings in the qualifying period (see previous item).

The second condition is that you must have stopped receiving pay. This is usually when a person starts maternity, paternity, or adoption leave (after the five-day paid leave, where applicable). Once this condition is met, you can start what is called a benefit period (namely, the period when benefits may be paid). The benefit period always starts on a Sunday because for QPIP purposes, the week runs from Sunday to Saturday.

The benefit period was extended as of January 1, 2021.

- Maternity benefits: From 16 weeks before the expected delivery date to 20 weeks after delivery
- Paternity and parental benefits: From the week of the birth to 78 weeks later
- Adoption or foster care and support benefits: From the week the child arrives into care (or five weeks before for international adoptions) to 78 weeks later

Within these guidelines, the QPIP allows a great deal of freedom. Both parents can get benefits at the same time or one after the other. Additionally, parents can suspend and resume benefit payments as they choose.

Parents who suspend the payment of their benefits to go back to work, for a few weeks or a few months, may request a benefit rate recalculation that would take this new work income into account, if this proves more advantageous (Section 26 of the Regulation under the Act respecting parental insurance).

Important note: the QPIP pays benefits but does not grant leaves of absence. It is your employer that grants the leaves of absence needed to collect these benefits under the terms of the collective agreement or, if not applicable, the Act respecting labour standards. This means you must get a leave of absence from your employer before applying for QPIP benefits. **Talk to your union.**

4. Which Plan Should I Choose?

For a mother who wants to take **46 weeks or more** off work, the basic plan is a better deal because additional benefits from the employer are factored in. For an absence of **45 weeks or less**, the special plan is a better deal overall even though you may have no income in the last weeks.

5. How?

It is best to apply for benefits on the QPIP website (rqap.gouv.qc.ca/en), which has all the information you need. Each parent must file their own application. As a general rule, you cannot apply before the Sunday of the week you want to start getting benefits (unless you are filing early – see page 19). **Talk to your union.** Records of employment² for the weeks preceding the claim, which are needed to process it, are usually sent electronically by the employer. We recommend you ask for a copy. If your employer is slow to issue a record of employment, file your application anyway.

6. Earning Income While You Receive Benefits

Gross employment earnings (including paid sick leave³) are normally viewed as concurrent income and may be deducted from QPIP benefits. However, the QPIP does not factor in additional benefits paid by the service centre during maternity, paternity or adoption leave, nor does it consider summer earnings or the 10-month adjustment paid when a contract ends.

When a person is entitled to concurrent income or earnings for a given week, they may call the QPIP Centre de service à la clientèle (1 888 610-7727) to ask that benefits be suspended for that week. However, they must do so **before** the benefits are paid. If applicable, the week(s) of suspension will only postpone, for a corresponding period, the moment when the benefit payments are made. Otherwise, this person must declare the concurrent income, which will be deducted from their benefits. During the payment period for all benefit types, each dollar of concurrent income over and above the exemption is deductible. The exemption is calculated by subtracting the benefit amount from the average weekly earnings amount used to calculate QPIP benefits.

For example, if a teacher has an average weekly income of \$1,000 and a QPIP benefit of \$700 (70%), the exemption will be \$300. If a teacher gets employment earnings of \$400 and a QPIP benefit in the same week, the \$100 surplus is deducted from the benefit (\$400 earnings – \$300 exemption). Visit rqap.gouv.qc.ca/en to learn more.

2 The same form is used for EI (normally called "termination of employment").

3 The paid sick leave amount should be allocated in 2 equal portions over the 2-week pay period where it is provided. **Talk to your union.**

B. Pregnancy – Special Leave

1. Collective Agreement Provisions (Clauses 5-13.18 to 5-13.20)

a. Preventive Leave or Interim Reassignment for Pregnant or Nursing Workers (Clause 5-13.18)⁴

If a teacher's working conditions entail risks to herself, her unborn child or the child she is nursing, she may be immediately reassigned to other duties at the same position or level or, if she consents, at another position or level. Teachers wholly or partly reassigned for these reasons will retain their regular salary and benefits.⁵

Key reasons for reassignment or preventive leave include:

- Parvovirus (fifth disease)
- Other biological risks (rubella, chickenpox, whooping cough, measles, mumps, cytomegalovirus, etc.)
- Risk of violence or aggression
- Some job-related movements or activities (for phys. ed., preschool, etc.)
- Use of toxic chemicals (for a science lab, etc.)

However, pregnant teachers who cannot perform their job due to personal health issues may qualify for a leave of absence due to complications or risk of miscarriage (see 1. b.).

If reassignment is not immediately possible, the teacher may go on a preventive leave during which she gets an income replacement indemnity (IRI) from CNESST. Supply teachers can also get preventive leave.⁶ For teachers who qualify for QPIP, IRI benefits end as of the fourth week before the expected delivery date, at which point the teachers can begin their maternity leave and QPIP benefits.

Income during preventive leave is as follows:

First 5 working days	Regular salary is paid by the service centre
Next 14 calendar days	90% of net salary is paid by the service centre
Subsequent days	90% of net salary is paid by the CNESST ⁷

The QPIP treats the first 5 workdays as insurable earnings. But the 90% compensation paid by the CNESST (or by the service centre for the first 14 days) for preventive leave is not considered insurable earnings, though these weeks extend the qualifying period used to calculate benefit rates and average weekly earnings (see pages 5 and 18).

Please note that the CNESST does not pay benefits during summer break. However, the teacher will receive at that time the summer pay accumulated throughout the year (10-month adjustment).

Preventive leave, the collective agreement, and the QPIP may interact in complex and varied ways, especially in cases of closely spaced pregnancies, though adverse effects from these interactions can often be reduced or eliminated. **Talk to your union.**

b. Complications or Risk of Miscarriage (Clauses 5-13.19 a), 5-13.20 and 5-10.27)

In cases involving complications or risk of miscarriage (high-risk pregnancy, placental abruption, anemia, gestational diabetes, back pain, etc.), the teacher will qualify for special leave and salary insurance benefits (including sick leave, where applicable) for a period stated by the medical certificate but not extending past the day before the birth.

However, if the service centre refuses to continue salary insurance benefits after the start of the fourth week before the expected delivery date, **talk to your union.**

Note: The QPIP treats salary insurance benefits paid by the employer as insurable earnings. Thanks to the Centrale des syndicats du Québec's (CSQ) efforts, we have been able, since 2012, to use Section 31.2 of the Regulation under the Act respecting parental insurance to ensure these benefits do not reduce your QPIP benefits (see page 19). **Talk to your union.**

⁴ If you want to learn about preventive leave for pregnant or nursing workers, check the "Retrait préventif" tab in the "Santé et sécurité du travail" section of the CSQ website (in French only).

⁵ The same should apply when teachers are removed from some of their duties but not reassigned. **Talk to your union.**

⁶ This right was upheld by the Supreme Court in 2014, thanks to the tireless work of Syndicat de Champlain with help from FSE-CSQ.

⁷ Maximum eligible earnings of \$94,000 in 2024.

c. Termination of Pregnancy (Miscarriage or Abortion) Prior to the Start of the 20th Week Before the Expected Delivery Date (Clauses 5-13.19 b), 5-13.20 and 5-10.27)

The teacher qualifies for a leave of absence and salary insurance benefits (including sick leave, where applicable) for as long as stated by the medical certificate.

d. Pregnancy-Related Medical Appointments (Clauses 5-13.19 c) and 5-10.27)

Five days with pay may be taken in half-days, at the teacher's discretion. Sick days may be added to these days.

2.

Teachers on preventive leave retain all the rights and privileges of their regular position.

Benefits retained while on special leave 1. b., 1. c. or 1. d. are the same as those retained on maternity leave (see page 9).

**Information
on All Types of
Special Leave
(Clauses 5-13.18
to 5-13.20)**

3.

For the duration of special leave 1. a., 1. b. or 1. c., the RREGOP will recognize exactly the same service as if the teacher were still at work, without the teacher having to pay contributions or take action of any kind.

**Pension
Plan
(RREGOP)
Provisions**

The RREGOP should recognize the service of teachers without a 100% workload (contracts and occasional substitution or paid by the hour), based on all the jobs they have held in the last 52 weeks or, should it be more favourable, based on their work contract in effect at the start of their leave. **Talk to your union.**

The same applies to medical appointments (1.d), but the usual RREGOP contributions are deducted by the service centre.

4.

a. Interim Reassignment and Preventive Leave (1. a.)

**What You
Need to Do**

Talk to your doctor, who will fill out the *Certificat visant le retrait préventif et l'affectation de la travailleuse enceinte ou qui allaite* (Certificate of Preventive Leave and Reassignment for Pregnant or Nursing Workers [French only]) and the form provided for this purpose after consulting the Direction de la santé publique (DSP) or CLSC.⁸

Give the service centre a copy of the certificate along with a copy of the DSP or CLSC report as soon as possible. Pending test results, the teacher must be reassigned or removed from the workplace. **This period is not to be considered sick leave.**

b. Special Leave 1. b., 1. c. and 1. d.

Notify the service centre as soon as possible and give them the relevant medical records.

Each pregnancy-related medical appointment must be confirmed by a medical certificate or a written report signed by a midwife.

8 For biological risks, it is important to act from the start of your pregnancy. If your own doctor is unavailable, go to an emergency clinic.

C. Maternity Leave

1.
Collective Agreement Provisions (Clauses 5-13.05 to 5-13.17)

To qualify for benefits paid by the service centre, the teacher must have accumulated at least 20 weeks of service in the public or broader public sectors in the course of her career.

a. Teachers Who Qualify for QPIP Benefits (Clauses 5-13.05 to 5-13.09)

A teacher who qualifies for QPIP benefits is entitled to a leave of **21** weeks, subject to an extension of maternity leave when it coincides with summer or with Spring break (see page 10):

- With additional benefits paid by the service centre (difference between the QPIP and approximately 90% of salary)
- Taken consecutively (subject to Clause 5-13.07 – see page 18)
- That are allocated at the teacher’s discretion but must include the delivery date.

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

1/26 of yearly salary
minus
12% of 1/200 of the difference between yearly salary and \$11,700 for each workday during the period
minus
Benefits paid or payable by the QPIP

Example (QPIP Basic Plan)

Yearly salary (contract at 81.2% of \$64,032 = \$52,000)	\$52,000 (1/26 = \$2,000 and 1/200 of (\$52,000 – \$11,700) = \$201)
QPIP benefits (2 weeks)	(70% of \$2,000) = \$1,400
Allowances	\$2,000 – (8 workdays ⁹ x 12% x \$201) – \$1,400 = \$407
Total income	\$1,400 (QPIP) + \$407 (school service centre) = \$1,807 (90% of regular salary)

The **gross** regular salary replacement rate will range from 87% for the highest salaries to 100% for the lowest. In every case, the teacher will retain 100% of her **net** income during maternity leave.

The following benefits are maintained during 21-week maternity leave, including the extension when it coincides with summer or with Spring break (see page 10) (Clause 5-13.13):

- Health and other applicable insurance plans with co-payment provisions
- Accumulated sick days
- Accumulated seniority and experience (salary increment)
- Accumulated continuous service for job security and probation purposes
- The right to apply for posted positions
- The right to an extension of maternity leave when it coincides with summer or with Spring break (see page 10)

b. Teachers Not Eligible for QPIP Benefits¹⁰ (Clauses 5-13.05 to 5-13.08 and 5-13.11)

Teachers not eligible for QPIP benefits are entitled to 20 weeks of leave; for 12 of those weeks, approximately 90% of their normal salary will be fully paid by the service centre.

The 12 weeks of benefits paid by the service centre are insurable earnings, which means that at the end of the 12 weeks, the teacher will qualify for QPIP benefits. The teacher must then ask the service centre for a record of employment.

Note: The situations of those ineligible for QPIP benefits are often complex and need to be reviewed case by case. **Talk to your union.**

⁹ In this example, the pay period includes 8 scheduled days (e.g. Easter break).

¹⁰ Ineligible teachers are those who have less than \$2,000 of insurable income in the 52 weeks before they apply for QPIP benefits, despite qualifying period extensions.

c. Maternity leave coinciding with summer or Spring break¹¹

During summer, a full-time teacher receives the residual amount of 1/200 of her annual salary withheld by the school service centre during the work year (including maternity leave or preventive withdrawal days). If the maternity leave coincides with summer, the supplemental benefits are suspended, but the teacher continues to receive her QPIP benefits with her summer pay (see page 6).

Up to and including summer 2021, when maternity leave coincided with summer, most school service centres collected the equivalent amount of the QPIP benefits received by a teacher during these weeks from the summer pay of full-time teachers.¹² In return, these teachers were entitled to defer their vacation time during which they received their full salary from the school service centre. However, because the deferred vacation was limited to a maximum of 4 weeks, teachers whose maternity leave coincided with more than 4 weeks during the summer period suffered a loss.

To correct this injustice, in April 2022, the CSQ and the FSE-CSQ finally succeeded in concluding an agreement with the Secrétariat du Conseil du trésor, which was adopted by the general assemblies of the unions affiliated with the FSE-CSQ.

As a result, as of summer 2022, new provisions were put in place for full-time teachers' maternity leaves that coincide with summer. Here are the highlights:

- **No amounts will be collected from the summer pay of full-time teachers** and these teachers can continue to receive their QPIP benefits during this period, without any problems.
- The concept of "deferred vacation" no longer exists.
- Maternity leave is **suspended** for the entire portion coinciding with summer (between the last day of work in a school year and the first day of work in the following year) or coinciding with the Spring break.
- Maternity leave is **extended** by a period equivalent to the summer period or the Spring break.
- **All** full-time teachers receive from the school service centre **exactly 21 weeks** of supplemental benefits, regardless of when in the year their maternity leave occurs.

Example 1 (QPIP Basic Plan)

From Monday May 4 to Tuesday June 30, 2026 (8 weeks and 2 days)	QPIP benefits + benefits paid by the school service centre = about 90%
From Wednesday July 1 to Wednesday August 26, 2026: suspension of the leave (8 weeks and 1 day)	Full summer pay + QPIP benefits = about 170%
From Thursday August 27 to Friday September 25, 2026: continuation of the 21 weeks (4 weeks and 2 days)	QPIP benefits + benefits paid by the school service centre = about 90%
From Monday September 28 to Monday November 23, 2026: extension of the leave (8 weeks and 1 day)	QPIP benefits + benefits paid by the school service centre = about 75% or 90% ¹³

In this example, the teacher's maternity leave is suspended for exactly 8 weeks and 1 day and is extended for exactly the same period of time. Thus, this teacher receives the school service centre benefit for exactly 21 weeks outside of summer (or 105 days), like all other teachers whose leave does not coincide with summer. **Talk to your union.**

As for the Spring break,¹⁴ the suspension of maternity leave means that the school service centre pays the teacher her normal salary for the week and that the teacher must ask the QPIP to suspend the payment of her benefits during the Spring break week. However, the teacher will be entitled to an additional week of school service centre supplemental benefits after the 21 weeks of her basic maternity leave. **Talk to your union.**

For part-time teachers whose maternity leave coincides with summer, the school service centre does not collect any amount from the end-of-contract adjustment. However, since these teachers are not on contract during the summer, they are not entitled to extend their maternity leave (see page 17). Nevertheless, they are entitled to this extension when their leave includes the Spring break.

11 Everything that follows also applies to the Spring break because it is a deferred summer week. However, no change in benefits payment occurs because of the holiday season: maternity leave benefits and QPIP benefits continue without interruption.

12 Some school service centres paid out summer pay without reductions, but then collected amounts during the deferred vacation period.

13 For the weeks when the teacher receives 55% of QPIP benefits, the school service centre/school board benefit remains approximately 20% (90% of the basic salary – 70% from QPIP).

14 The conditions surrounding Spring break also apply to part-time teachers.

2.

Linking the Collective Agreement with the QPIP

If we combine the rights provided by the collective agreement with those of the QPIP, we see that the mother can get income from the service centre or the QPIP over a 50- or 40-week period depending on the plan she has chosen (basic or special).

For the 21-week maternity leave under the collective agreement, the teacher is paid about 90% of her normal salary that she gets jointly from the service centre and the QPIP.

The teacher then qualifies for leave without pay as an extension of her maternity leave, during which she can get QPIP parental benefits for a 29- or 19-week period depending on which plan she has chosen (basic or special).

Example 1 – Basic Plan

Maternity Leave (21 weeks)	Week 1 to 18	18 weeks of QPIP maternity benefits (70%) + benefits from the service centre = about 90% of regular salary
	Week 19 to 21	3 weeks of QPIP parental benefits (70%) + benefits from the service centre = about 90% of regular salary
Extension without pay (parental leave)	Week 22 to 25	4 weeks of QPIP parental benefits (70%)
	Week 26 to 50	25 weeks of QPIP parental benefits (55%)
	Total	(21 x about 90%) + (4 x 70%) + (25 x 55%) = an average of about 71% over a 50-week period

Example 2 – Special Plan

Maternity Leave (21 weeks)	Week 1 to 15	15 weeks of QPIP maternity benefits (75%) + benefits from the service centre = about 90% of regular salary
	Week 16 to 21	6 weeks of QPIP parental benefits (75%) + benefits from the service centre = about 90% of regular salary
Extension without pay (parental leave)	Week 22 to 40	19 weeks of QPIP parental benefits (75%)
	Total	(21 x about 90%) + (19 x 75%) = an average of about 83% over a 40-week period

3.

Pension Plan (RREGOP) Provisions

For the duration of maternity leave, including the extension when it coincides with summer or with Spring break, the RREGOP will recognize exactly the same service as if the teacher were still at work, without her having to pay contributions or take action of any kind.

The RREGOP should recognize the service of teachers without a 100% workload (contracts and occasional substitution or paid by the hour), based on all the jobs they have held in the last 52 weeks or, should it be more favourable, based on their work contract in effect at the start of their leave. **Talk to your union.**

To learn about extension without pay, see page 16.

4.

What You Need to Do

Give the service centre written notice of your pending maternity leave two weeks before your anticipated departure, along with a medical certificate or a report signed by a midwife attesting to the pregnancy and the expected delivery date (see “Modèle 1” or “Modèle 2”, in French only, at securitesocial.lacsq.org/droits-parentaux).

Apply for benefits on the QPIP website: rqap.gouv.qc.ca/en

Send the service centre proof of your QPIP eligibility (see “Modèle 3”, in French only, at securitesocial.lacsq.org/droits-parentaux).

If the maternity leave includes the Spring break, let the QPIP know that you **do not** want to receive benefits that week by calling their Centre de service à la clientèle at 1 888 610-7727.

D. Paternity or Adoption Leave

1. **Paternity** leave (of five days and five weeks) is reserved exclusively for the father or a same-sex spouse¹⁵ officially designated as one of the child's mothers.

Collective Agreement Provisions (Clauses 5-13.21 to 5-13.26)

Adoption leave is reserved for parents who adopt a child.

a. Birth or Adoption Leave (Five Working Days Paid at 100% by the Service Centre)¹⁶ (Clause 5-13.21 A) or 5-13.22)

These days may be discontinuous.

Leave for birth of a child starts when the mother goes into labour and ends 15 days after she and the child return home.

Adoption leave must be taken between the time the child arrives into care (or five weeks earlier for international adoptions) and 15 days after.

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

Benefits maintained during this leave are the same as those maintained for the maternity leave (see page 9), including the right to defer the leave when it coincides with summer, to be agreed with the school service centre. **Talk to your union.**

b. Paternity or Adoption Leave of Up to Five Weeks with Additional Benefits (Clause 5-13.21 B) or 5-13.24)

To qualify for benefits paid by the service centre, the teacher must have accumulated at least 20 weeks of service in the public or broader public sectors in the course of his or her career.

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

- With additional benefits paid by the service centre (difference between QPIP and 100% of salary)
- Taken consecutively (subject to paragraphs F) and G) of Clause 5-13.21 or paragraphs D) and E) of Clause 5-13.24 – see page 18)
- Concurrent with QPIP exclusive paternity or adoption benefits
- Starting no earlier than the week of delivery and ending no later than 78 weeks after (**paternity**)
- Starting no earlier than the week the child arrives at the home¹⁷ or five weeks before for international adoption, and ending no later than 78 weeks after (**adoption**)

Benefits maintained during this leave are the same as those maintained for the maternity leave, including the right to extend the leave when it coincides with summer or the Spring break (see page 10).¹⁸ **Talk to your union.**

Note: A person must be receiving QPIP benefits to qualify for additional benefits from the service centre (paternity, parental or adoption). For example, a father who chose the special plan and would like a five-week leave must receive parental benefits after his three paternity benefits to qualify for further benefits in his last two weeks of leave (Clause 5-4.01).

2. a. Paternity Leave

Linking the Collective Agreement with the QPIP

Under the collective agreement, teachers may take up to three separate but non-divisible leaves of absence that do not necessarily need to be consecutive.

First, during the five-day paid paternity leave (Clause 5-13.21 A)), teachers get their usual salary from the service centre.

Second, during the maximum five-week paternity leave (Clause 5-13.21 B)), teachers get the equivalent of 100% of their salary when QPIP benefits and service centre payments are included.

Third, teachers may take unpaid leave as an extension of paternity leave (parental leave, Clause 5-13.27 C), see page 15), during which they can get paternity benefits (if any remain) or QPIP parental benefits **but will not have access to any supplement from the service centre.**

Please note that the paternity leave and the unpaid leave as an extension of paternity leave¹⁹ (parental leave) may be taken in no particular order (see Example 2).

15 Throughout this document, any mention of the father or paternity leave also applies to a same-sex spouse.

16 These 5 days **are not** considered as concurrent income which would be deducted from QPIP benefits. In certain service centres, the teacher can also supplement this leave with sick days, which may be useful if the child is born mid-week (see page 18). **Talk to your union.**

17 The moment the person assumes responsibility for the child "for adoption purposes" is deemed the starting point for the rights provided by both the QPIP and the collective agreement.

18 This extension immediately follows the leave. However, when the extension occurs at the start of the school year, the teacher can ask the school service centre to split his/her leave, postponing a portion of it to another time, but only if the school service centre agrees.

19 Despite its name, this leave can actually be taken **before** a paternity leave.

Example 1 – Two Separate Leaves (QPIP Basic Plan)

Leave 1	Week 1: March 9 to 13, 2026	Paid paternity leave: 5 days with 100% paid by the service centre
Leave 2	Weeks 2 to 6: March 16 to April 17, 2026	Up to 5 weeks of paternity leave: 5 weeks of paternity benefits with 70% paid by QPIP + remaining 30% paid by the service centre = 100%

Example 2 – Three Separate Leaves (QPIP Basic Plan)

Leave 1	Week 1: March 9 to 13, 2026	Paid paternity leave: 5 days with 100% paid by the service centre
Leave 2	Weeks 2 to 8: May 4 to June 26, 2026	Unpaid leave as extension of paternity leave: 8 weeks of paternal benefits at 70% or 55% paid by the QPIP (no supplement from the service centre)
Leave 3	Weeks 10 to 14: January 4 to February 5, 2027	Up to 5 weeks of paternity leave: 5 weeks of paternity benefits with 70% paid by QPIP + remaining 30% paid by the service centre = 100%

Example 2 is just one of many examples of the possibilities available to fathers when planning their leaves. In this case, the father may have wanted to first take the 8 weeks of paternal benefits required to have access to the 4 weeks of additional benefits available to parents who opt for the minimum shareable benefits (see page 4). We can also suppose that he chose to take his paternity leave and his paternity benefits once his spouse is back at work to ensure a longer presence with the child.

b. Adoption Leave

Combining collective agreement and QPIP rights and benefits will allow teachers to receive service centre and QPIP income over a 51- or 41-week period depending on the chosen plan (basic or special).

During five-day paid adoption leave under the collective agreement, teachers are paid 100% of their regular salary by the service centre.

During five-week adoption leave under the collective agreement, teachers are paid 100% of their regular salary jointly by the service centre and the QPIP.

They then qualify for leave without pay as an extension of their adoption leave, after which they will get no more salary or benefits from the service centre but may keep receiving QPIP adoption benefits for up to 45 or 35 weeks depending on the chosen plan (basic or special).

Example 1 – Basic Plan

Week 1	5 days paid by the service centre = 100% of regular salary
Week 2 to 6	5 weeks of adoption-related welcome and support benefits paid by the QPIP (70%) + service centre benefits = 100% of regular salary
Week 7 to 26	20 weeks of QPIP adoption-related welcome and support benefits (70%)
Week 27 to 51	25 weeks of QPIP parental benefits (55%)
Total	$(6 \times 100\%) + (20 \times 70\%) + (25 \times 55\%) = \text{an average of about } 66.2\% \text{ over a } 51\text{-week period}$

Example 2 – Special Plan

Week 1	5 days paid by the service centre = 100% of regular salary
Week 2 to 6	5 weeks of adoption-related welcome and support benefits paid by the QPIP (75%) + service centre benefits = 100% of regular salary
Week 7 to 41	35 weeks of QPIP adoption-related welcome and support benefits (75%)
Total	$(6 \times 100\%) + (35 \times 75\%) = \text{average of } 78.7\% \text{ over a } 41\text{-week period}$

3.
**Adopting the
Child of a Spouse
(Clause 5-13.23)**

Teachers who adopt the child of their spouse are entitled to five workdays of leave where only the first two are paid. These leave days may be discontinuous but must be taken within 15 days after the adoption application is filed.

People who adopt the child of their spouse are fully entitled to QPIP adoption benefits (50 or 40 weeks, depending on the chosen plan). To benefit, simply ask the service centre for an unpaid extension of your five-day adoption leave.

Benefits maintained during this leave are the same as those maintained for the maternity leave (see page 9), including the right to defer the leave when it coincides with summer, to be agreed with the school service centre. **Talk to your union.**

4.
**Pension Plan
(RREGOP)
Provisions**

During five-day paid paternity or adoption leave, regular RREGOP contributions are deducted by the service centre.

Throughout the five-week paternity or adoption leave provided under the collective agreement, including the extension when it coincides with summer or with Spring break, RREGOP contributions are deducted from the regular salary as if the person were working. There is therefore no loss of rights under the RREGOP and no action is required.

The RREGOP should recognize the service of teachers without a 100% workload (contracts and occasional substitution or paid by the hour), based on all the jobs they have held in the last 52 weeks or, should it be more favourable, based on their work contract in effect at the start of their leave. **Talk to your union.**

To learn about extension without pay, see page 16.

5.
**What You
Need to Do**

For a paid (5 days) paternity or adoption leave, apply in writing to the service centre as soon as possible and include a medical certificate showing the date of birth or a document confirming the adoption request (see “Modèle 4”, in French only, at securitesocial.lacsq.org/droits-parentaux).

For a paternity or adoption leave of up to five weeks, apply at least **three weeks** in advance (see “Modèle 5” or “Modèle 6”, in French only, in the securitesocial.lacsq.org/droits-parentaux).

Apply for paternity, welcome and support, or adoption benefits online at rqap.gouv.qc.ca/en.

Send the service centre proof of your QPIP eligibility (see “Modèle 3”, in French only, at securitesocial.lacsq.org/droits-parentaux).

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

Collective Agreement Provisions (Clauses 5-13.27 to 5-13.29)

1. There are four options for leave without pay,²⁰ available to both full-time and part-time teachers. To find out which option is best for your needs, **talk to your union.**

Option “B”: Full-Time Leave Without Pay

1. To finish the current school year
2. And, on request, for the next full school year
3. And, on request, for a second full school year

Pros: If it begins at the start of a school year, this leave can span nearly three full school years.

Cons: This leave must be taken immediately after the maternity, paternity or adoption leave. It can end early only in rare circumstances and if the service centre agrees.

Option “C”: Full-Time Leave Without Pay for At Least 65 Continuous Weeks

This leave starts at a time decided by the teacher and ends no later than 78 weeks after the child is born or, in the case of an adoption, 78 weeks after the child is placed with the parent.

Pros: This leave does not have to immediately follow maternity, paternity or adoption leave, and can also be taken **before** the paternity or adoption leave, which may be quite useful for fathers who wish to take a third leave at a time other than the first two. Teachers may unilaterally end this leave before the scheduled date by giving 21 days’ notice, which may be helpful if they want to return to work earlier or take preventive leave, where applicable.

Cons: Leave cannot last longer than 65 weeks.

Option “D”: Leave Without Pay for Part of the Year

This leave has a maximum length of two years or four periods (or blocks). These periods (or blocks) are from August to December, from January to June, from the start of leave to December if leave begins after the start of the year, and from the start of leave to June if leave begins after the return to work in January.

Pros: it gives you a choice between working or being on leave for one or more periods and you can notify the service centre that you will be taking a second year just three months before it starts. Teachers may unilaterally end this leave before the scheduled date by giving 30 days’ notice, which may be helpful if they want to return to work earlier or take preventive leave, where applicable. This is the most flexible option.

Cons: This leave must be taken immediately after the maternity, paternity or adoption leave.

Option “E”: Part-Time Leave Without Pay

1. Leave starts between December 31 and July 1:
 - To finish the current school year: choice between working or being on full-time leave without pay
 - The next full year: part-time leave without pay
 - For a second full year: part-time leave without pay
2. Leave starts between June 30 and the first workday of the school year:
 - For the next full year: part-time leave without pay
 - For a second full year: part-time leave without pay
3. Leave starts between the first workday of the school year and January 1:
 - To finish the current year: choice between working full-time or being on full-time leave without pay
 - For the next full year: part-time leave without pay
 - For a second full year: **full-time** leave without pay

Pros: This option allows for part-time leave. Terms and conditions are to be agreed upon with the service centre (percentage of leave, determining leave days, etc.).

Cons: This leave must be taken immediately after the maternity, paternity or adoption leave. It can end early only in rare circumstances and if the service centre agrees.

20 While option “A” can still be found in the collective agreement, it mainly involves old banks of unpaid sick-leave days and has become rather obsolete.

2. Information on Various Options

The following benefits are maintained during leaves of absence without pay in extension of maternity, paternity or adoption leave (Clause 5-13.28):

- Accumulation of seniority
- Accumulation of experience for first 65 weeks (salary increment)
- Maintenance of experience after first 65 weeks
- Health and other applicable insurance plans (by paying one's share for the first 65 weeks and all subsequent premiums)
- Accumulation of continuous service for employment security purposes (Clause 5-3.08 A)

Teachers can change their choice for options "B" "D" or "E" but only once, and subject to certain conditions: the request must be made before the preceding June 1, the change must be made at the start of the school year, and the change cannot extend the leave longer than initially planned.

During any of the leaves provided for in "B", "C", "D" or "E", you may use banked sick days to your credit as long as they do not extend the leave. However, these leaves may not be taken at the same time that QPIP benefits are being paid. **Talk to your union.**

3. Linking the Collective Agreement with QPIP

During either of these extensions without pay, teachers do not receive any salary or allowance from the service centre. However, they will get the number of weeks of paternity, parental, welcome and support, or adoption benefits for which they qualify under the QPIP based on the chosen plan and the sharing of benefits with their spouse, where applicable. Visit rqap.gouv.qc.ca to learn more.

Note: Any teacher who wishes to do so may take leave without pay for a period longer than the duration of QPIP benefits, in which case the weeks after the benefits end will be without income unless the teacher returns to work part-time.

4. Pension Plan (RREGOP) Provisions

Teachers must request a buy-back if they want to be credited with service for their leave without pay²¹. The buy-back will then cost the same as the contributions that would have been deducted had the teacher been at work,²² as long as the buy-back is requested within six months after leave without pay ends.²³ The buy-back can still take place after six months, but the cost will be based on a percentage of salary that may vary depending on the teacher's age when the request is made. The cost will be greater in the latter case. In all cases, the buy-back may be paid for through source deductions or bank withdrawals.

The RREGOP should recognize the service, which may be bought back, of teachers without a 100% workload (contracts and occasional substitution or paid by the hour), based on all the jobs they have held in the last 52 weeks or, should it be more favourable, based on their work contract in effect at the start of their leave. **Talk to your union.**

To learn more, visit retraitequebec.gouv.qc.ca. **Talk to your union.**

5. What You Need to Do

Send a written notice to the service centre at least **three weeks** before the maternity, paternity or adoption leave has ended (see "Modèle 11" to "Modèle 16", in French only, at securitesocial.lacsq.org/droits-parentaux).

For option "D", indicate the second-year leave arrangement at least three months before the start of that new year (see "Modèle 14", in French only, at securitesocial.lacsq.org/droits-parentaux).

For option "E", request part-time leave without pay or full-time leave without pay for a second year before the previous June 1 (see "Modèle 15" or "Modèle 16", in French only, at securitesocial.lacsq.org/droits-parentaux).

To change your option, make the request before June 1 of the previous year (see "Modèle 18", in French only, at securitesocial.lacsq.org/droits-parentaux).

You can apply for benefits at the QPIP website at rqap.gouv.qc.ca/en.

Two weeks before your leave without pay ends, send a written notice confirming your return to work (see "Modèle 19" at securitesocial.lacsq.org/droits-parentaux).

To end your leave early, send a written notice 21 days in advance (Option "C") or 30 days in advance (Option "D") (see "Modèle 20" at securitesocial.lacsq.org/droits-parentaux).

Arrange to pay group insurance premiums with the service centre or the insurer.

To apply for a RREGOP buy-back, complete the *Application for a buy-back of one or more periods of absence* as soon as possible.

21 Teachers can also choose to let the RREGOP "90-day bank" offset all or part of the leave. **Talk to your union.**

22 For part-time leave with more than 20% of a full workload, the buy-back cost will be proportional to the percentage of time absent from work. If the leave is for 20% or less, the contribution will be as though the person were at work full-time.

23 If the leave ends with the school year (June 30), the six-month period is counted from July 1 rather than from when the teacher returns to work in late August. The period will therefore end on December 31.

F. Special Situations

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

1. Part-Time Teachers at End of Contract

When a contract ends before the end of a leave covered by Clause 5-13.00, the leave is temporarily suspended. It will resume if the teacher then gets a new contract, but from the point where it would have been had it not been suspended.

Example

Maternity Leave:	From June 1 to October 23, 2026
From June 1 to June 26, 2026: start of maternity leave (4 weeks)	QPIP benefits + benefits paid by the school service centre = about 90%
From June 29 to August 21, 2026: break between 2 contracts (8 weeks)	QPIP benefits = 70%
From August 24 to October 23, 2026: remainder of maternity leave (9 weeks)	QPIP benefits + benefits paid by the school service centre = about 90%

In this example, it is important to understand that once maternity leave has begun, nothing can interrupt the 21-week countdown. This is why the leave will end on October 23 despite the break between two contracts over the summer, with the result that the teacher loses their right to eight weeks of additional benefits.

If the delivery date is in the summer, a part-time teacher may also qualify for EI benefits until the week before she gives birth. **Talk to your union.**

In addition, when QPIP benefits end in spring, the teacher may be unable to work enough hours to qualify for summer EI benefits. **Talk to your union.**

Note: When teachers are on the priority list or are offered a position by virtue of this, they may accept the position while continuing their leave (maternity, parental, preventive leave, complications or risk of miscarriage, etc.) so they can keep accumulating all rights and benefits due to them (seniority, experience, sick days, group insurance maintenance, accumulated service, RREGOP buy-back rights, etc.).

2. Teachers who Become Pregnant During Leave Without Pay Under the Parental Rights Provisions (Clause 5-13.05 B)

Teachers are entitled to end their leave without pay and start a new maternity leave and associated benefits. If the leave without pay does not fall under parental rights, other conditions may apply. QPIP eligibility or service centre benefits may also be affected by a long absence without pay or a part-time return to work. **Talk to your union.**

3. Closely Spaced Pregnancies (Section 31.1 of the Regulation under the Act respecting parental insurance)

Two pregnancies in quick succession can adversely affect QPIP eligibility or benefit amounts, especially for a teacher who has taken preventive leave. However, there are ways to remedy such issues, which vary from one case to another. For example, for closely-spaced pregnancies preceded by preventive leaves, Section 31.1 of the Regulation allows the person, under certain strict conditions, to use exactly the same qualifying period as that used for the previous child (if at least 89 weeks of CNESST or QPIP benefits were received in the 104 weeks prior to the second benefit application). **Talk to your union.**

4. Maternity or Adoption During Deferred Salary Leave (Appendix 3 of Collective Agreement)

Based on your specific circumstances, this situation can have various implications for both the collective agreement and the QPIP. **Talk to your union.**

5. Suspension, Division or Extension of Maternity, Paternity, Adoption or Unpaid Leave

Teachers **are entitled** to the suspension, division or extension of either of these leaves, on certain grounds and subject to certain conditions (when the child is hospitalized²⁴ or when the teacher has an accident or falls ill, for instance. The QPIP also provides for suspensions based on the same grounds. In the event of accident or illness, under certain conditions, teachers may also be entitled to CNESST or EI disability benefits. **Talk to your union.**

In addition, it is also possible to request that paternity, adoption or unpaid leave be divided into weeks without having to invoke the preceding reasons, **but only if the service centre agrees. Talk to your union.**

6. Termination of Pregnancy (Miscarriage or Abortion) as of the Start of the 20th Week Before the Expected Delivery Date (Clause 5-13.05 D))

The teacher is entitled to 21-week maternity leave under the collective agreement and to QPIP maternity benefits but not to parental benefits²⁵.

The father is entitled to five days of paid leave under the collective agreement but not to five weeks of paternity leave or to QPIP paternity or parental benefits.

7. Supplementary Benefits for People with More than One Employer

If a teacher has more than one employer, the service centre, when calculating additional benefits (maternity, paternity or adoption), must factor in only the portion of QPIP benefits generated by the salary it has paid. **Talk to your union.**

8. People with Self-Employment income (Business Income)

When teachers have business income (self-employed workers), they can choose whether or not to factor it in the calculation of their QPIP benefits, in addition to their job earnings. The QPIP Centre de service à la clientèle can perform a “double calculation” to help you choose the best option. Visit rqap.gouv.qc.ca/en to learn more.

9. Parental Leave (Clause 5-13.30)

To look after a minor child whose affective disorders, disability or illness requires a parent’s presence, the teacher may take:

A leave of absence without pay for part of the year, for up to a year

or

A full- or part-time leave of absence without pay for a whole academic year, the terms of which are the same as Option “E”, Clause 5-13.27 (see page 15).

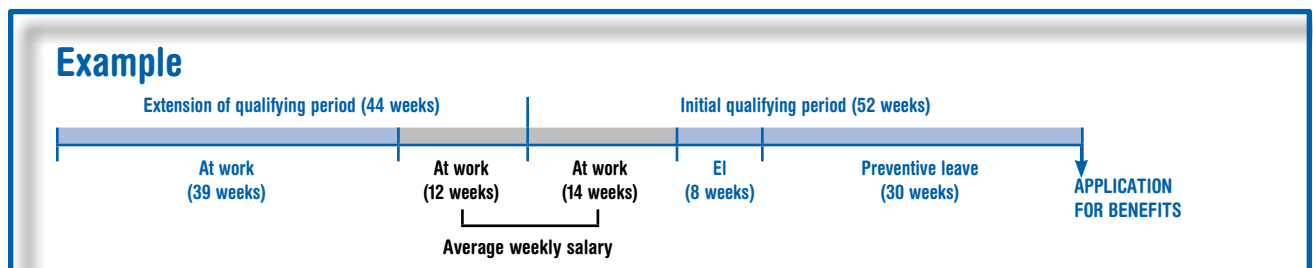
To learn about retained rights and RREGOP buy-backs, see page 16.

10. Use of Sick Leave to Support Parental Rights

In some service centres, it is possible to use sick days **for any leave covered by Clause 5-13.00**. This applies to maternity, paternity or adoption leave, unpaid leave, preventive leave, compassionate leave, or leave for pregnancy complications or risk of miscarriage. This can be quite useful to complete a week when one of these leaves begins or ends in the middle of a week. **Talk to your union.**

11. Extending the Qualifying Period

When the qualifying period has less than 26 weeks of insurable earnings, it may be extended if reasons can be found in Section 32 of the Regulation under the Act respecting parental insurance (e.g. preventive leave, EI benefits, QPIP benefits for a previous child). Where applicable, the extension will be automatically applied by the QPIP up to a maximum of 104 weeks preceding the benefit claim.



²⁴ If the child is critically ill or hospitalized, the teacher may be entitled to EI benefits for a critically ill child (see [EI caregiving benefits](#)).

²⁵ Service centre benefits are payable only during the 18 weeks that QPIP maternity benefits are paid.

**12. Decline in Insurable Earnings in the Weeks Preceding the Benefit Claim (“Small Weeks”)
(Section 31.2 of the Regulation under the Act respecting parental insurance)**

If there is a decline in insurable earnings in the weeks preceding a claim, Section 31.2 of the Regulation, under some conditions, allows to move the qualifying period so that it starts before the week with the most recent decline in earnings. One such condition is that you must have had a second type of income apart from your job (e.g. CNESST, QPIP, Employment Insurance). As of 2012, thanks to the efforts of the CSQ, this provision now also applies to salary insurance paid by the employer. **Talk to your union.**

13. Early Start of Benefit Period

It can at times be useful to start a benefit period some weeks before you want to start receiving them. This option can help you search further back in time for weeks with insurable earnings or exclude undesirable weeks (“small weeks”) that might occur after you file the benefit claim. This is the case, for instance, if a good contract is followed by a poorer one in the weeks preceding the time you want to start receiving QPIP benefits. However, two conditions must be met: you must have had an interruption of earnings, and you must be within 16 weeks of the expected birth. **Talk to your union.**

**PERSONAL TIMELINE – MATERNITY LEAVE
REQUIRED NOTICES AND DEADLINES**

Event	Deadline	Date
Written notice to service centre with medical certificate (sample letter 1)	2 weeks before start of leave	
Start of leave		
Application for QPIP benefits	As of the start of leave	
Submission of proof of eligibility for QPIP maternity benefits (sample letter 3)	Upon receipt	
Expected date of the birth		
Actual date of the birth		
Receipt of notice of return to work from the service centre	4 weeks before end of leave	
Notice of deferred vacation (sample letter 9)	2 weeks before end of leave	
Notice of extension without pay (sample letters 10 to 16)	2 weeks before end of leave	
End of maternity leave (21 weeks)		
Deferred vacation (where applicable)		From to
Start of extended leave without pay		
Receipt of notice of return to work from the service centre	4 weeks before end of leave	
Notice of return to work on predetermined date (sample letter 18)	2 weeks before returning	
Notice of return to work prior to predetermined date (sample letter 19)	Advance notice of 21 days (Option “C”) or 30 days (Option “D”)	
End of extended leave without pay		
Buy-back of unpaid leave from Retraite Québec	No more than 6 months after end of leave	

