

Fédération
autonome
du collégial

JANUARY 2001

GUIDE TO P A R E N T A L R I G H T S



BY VIRTUE OF THE COLLECTIVE AGREEMENT 2000-2002

This guide is a summary of the main provisions related to parental rights. It includes new provisions that stem from the latest round of negotiations, and it takes into account legislative changes brought to the Employment Insurance Act concerning special benefits related to maternity and parental leaves.

The legislative changes took effect December 31, 2000. They consist mainly in a decrease of the number of work hours required in order to have a right under the Employment Insurance Act to special benefits (from 700 to 600 hours) as well as an increase in the duration of parental benefits from ten (10) to thirty-five (35) weeks.

Please note that maternity benefits, which now fall under the category of special benefits, still have a duration of fifteen (15) weeks.

This document has information about how to take maternity, paternity, adoption and other special leaves. It also includes special information for tenured and non-tenured teachers.

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PREGNANCY AND MATERNITY LEAVE

FOR WHOM: All pregnant teacher
MAXIMUM DURATION: Twenty (20) consecutive weeks¹
CLAUSE: 5-6.06
AMOUNT OF BENEFIT: According to your eligibility

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ELIGIBILITY FOR BENEFITS IN CONJUNCTION WITH A MATERNITY LEAVE

You must have twenty (20) weeks of service with the College or with any of the employers in the public and parapublic sectors, or with those organizations mentioned in Appendix V-8 (clause 5-6.15 c)).

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In the case where you cannot prove twenty (20) weeks of service, you still have the right to a maternity leave. However, the College will pay NO BENEFITS. Verify your eligibility with Employment Insurance.

ELIGIBILITY FOR MATERNITY BENEFITS FROM EMPLOYMENT INSURANCE

You must have at least six hundred (600) hours of insurable employment² in the course of the fifty-two (52) previous weeks.

DURATION OF BENEFITS: Fifteen (15) weeks

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For the year 2001, the maximum weekly payment is equal to fifty-five per cent (55%) of your salary, not to exceed \$413.

¹ Clause 5-6.09. A teacher who has recovered sufficiently from her pregnancy may suspend her maternity leave and return to work if her baby is unable to leave the hospital. A teacher whose baby is hospitalized within fifteen (15) days after birth is also entitled to use this clause. The leave may only be suspended once. It shall be completed when the child has gone home from the hospital.

Clause 5-6.19. Maternity leave may be shorter than twenty (20) weeks. If the teacher returns to work within two (2) weeks after giving birth, she must produce a medical certificate attesting that her state of health permits her to return to work if the College asks for it.

² Letter of agreement 1995-1998, Number 7, concerning the calculation of hours worked toward eligibility for Employment Insurance.

MATERNITY LEAVE	DURATION	BENEFIT*	HIRING PRIORITY	TENURE ACCREDITED	ACCUMULATION OF SENIORITY	ACCUMULATED EXPERIENCE	PENSION PLAN
Teacher eligible for Employment Insurance (5-6.11)	20 cons. weeks	93% of salary first 2 weeks-coll; 15 weeks-college & E.I.; 3 weeks-college*	Yes (5-6.17)	Yes (5-6.17)	Yes (5-6.17)	Yes (5-6.17)	Credited without payment on your part. Art. 22, RREGOP
Teacher not eligible for Employment Insurance (5-6.14)	20 cons. weeks	93% of salary for 10 weeks*	Yes (5-6.17)	Yes (5-6.17)	Yes (5-6.17)	Yes (5-6.17)	Credited without payment on your part. Art. 22, RREGOP
Teacher who cannot prove 20 weeks of service (5-6.06)	20 cons. weeks	None or E. I. (55%)	Yes (5-6.17)	Yes (5-6.17)	Yes (5-6.17)	Yes (5-6.17)	Credited without payment on your part. Art. 22, RREGOP

* You must be able to prove at least twenty (20) weeks of service.

* For a non-tenured teacher, the College will stop making payments when the contract ends (5-6.15 e)).

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You also have the right to benefits if your child is stillborn after the beginning of the twentieth (20th) week preceding the expected date of birth (5-6.07).

You must maintain your mandatory insurance plans during your leave. Teachers who are not eligible for benefits paid by the College must reach an agreement with the College regarding the payment of insurance premiums.

TENURED AND NON-TENURED TEACHER

➔ HOW TO PROCEED

FIVE WEEKS BEFORE THE BEGINNING OF YOUR LEAVE

1. Go to the office of Human Resources Development Canada (HRDC) to obtain the following:
 - ✓ Application form for maternity benefits by virtue of Employment Insurance Act (S.C. 1996, c. 23);
 - ✓ Pregnancy or incapacity form.
2. You must get two (2) medical certificates from your doctor:
 - ✓ One for HRDC (Employment Insurance);
 - ✓ One for the college.

NOTE: Your medical certificate must indicate your expected delivery date.

TENURED AND NON-TENURED TEACHER

➔ HOW TO PROCEED

TWO (2) WEEKS BEFORE THE BEGINNING OF THE LEAVE

1. Send your notice of departure to the College (5-6.10) (See the sample letter in Appendix II-A).
2. Obtain your Cessation of Employment form from the College, for the HRDC.

REMINDER:

You are exempted from payments to your retirement plan during the twenty (20) weeks of your maternity leave.

➔ BEGINNING OF THE LEAVE

FIRST (1st) WEEK

Request maternity benefits from Employment Insurance at HRDC.

SECOND (2nd) WEEK

(FOR TEACHER ELIGIBLE FOR EMPLOYMENT INSURANCE)

1. You will receive a cheque from the College to cover the waiting period for Employment Insurance (5-6.11, 5-6.15 b)).
2. When you receive your first cheque from Employment Insurance, show the stub to the College so that you may then receive the complementary payment provided for in the Collective Agreement.

Afterwards, at regular two-week intervals until your leave ends, the College will make this payment. (5-6.15 b)), unless your contract ends during this period.

SIXTEENTH (16th) WEEK OF THE LEAVE

Four weeks before the end of your leave, the College must send you a notice indicating the expected termination date of your leave (5-6.20, 1st paragraph).

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You must present yourself at the College at the end of your leave, unless you extend it. If you do not do this, you will be considered to be on unpaid leave for four (4) weeks, after which you will be considered to be no longer employed by the College.

Upon returning from your leave, you will resume your teaching load, subject to the clauses concerning hiring and job security (5-6.21).

REMARKS AND SPECIAL DISPOSITIONS
TENURED TEACHER

1. POSTPONING VACATION (5-6.17)

You may postpone ALL OR A PORTION OF YOUR VACATION DAYS that fall within the period of your maternity leave. In order to do this, at least two (2) weeks before the end of your leave, you must advise the College in writing of the date of the postponement. The vacation days need not be taken consecutively, but you must first come to an agreement with the College. Unless there is an agreement to the contrary, the postponed vacation weeks must be taken after the maternity leave (5-6.33).

2. MATERNITY ALLOCATION (5-6.16)

In order to receive this \$360 allocation, you must apply at a Quebec Manpower Centre. Your application could be turned down if your family income is too high (\$55,000 or more). In this case, you should let the College know so that they do not subtract this amount from the payments they must make to you, or so that they reimburse you, as the case may be.

3. HIRING PRIORITIES (5-6.17)

If you are a teacher who has been placed on availability (MED) during your maternity leave (20 weeks), you can exercise your hiring priorities as though you had been at work (5-6.17).

4. APPORTIONING THE MATERNITY LEAVE (5-6.08)

This division is yours to decide. However, for teachers eligible for Employment Insurance benefits, maternity leave, taking into account the two-week waiting period, can begin at the earliest during the tenth (10th) week preceding the expected birth week and, at the latest, the day of birth. According to the stipulations of article 22(2) of the Employment Insurance Act, maternity benefits are payable no sooner than the eighth (8th) week preceding the expected birth week and not later than the actual week of birth. The College pays the benefit from the beginning of the leave to cover the waiting period. Afterwards, payment of the benefit is coordinated with the payments from Employment Insurance (5-6.15 b)). This does impose some limits on the apportioning of your leave.

5. PROLONGING A MATERNITY LEAVE

If you wish to prolong your maternity leave and to receive the parental benefits for thirty-five (35) weeks of Employment Insurance Act, you must apply for a leave without pay under clause 5-6.31 (see Leave Without Pay, this guide).

6. VOLUNTARY WORK REDUCTION PROGRAM (VWRP)

Be aware that if you participated in the VWRP (Appendix V-2) at any time during the twenty (20) weeks preceding your request for maternity leave, your benefits and payments will be affected.



FOR MORE DETAILS CONCERNING PARENTAL RIGHTS
CONSULT ARTICLE 5-6.00 OF THE COLLECTIVE AGREEMENT



REMARKS AND SPECIALS DISPOSITIONS NON-TENURED TEACHER
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1. POSTPONING VACATION (5-6.17)

You may postpone ALL OR A PORTION OF YOUR VACATION DAYS if they fall within the period of your maternity leave. In order to do this, at least two (2) weeks before the end of your leave, you must advise the College in writing of the date of the postponement. The vacation days need not be taken consecutively, but you must first come to an agreement with the College. Unless there is an agreement to the contrary, the postponed vacation days must be taken after the maternity leave (5-6.33). Such a postponement is possible only if you receive a new contract following the vacation period during which you were on maternity leave.

2. MATERNITY ALLOCATION (5-6.16)

In order to receive this \$360 allocation, you must apply at a Quebec Manpower Centre. Your application could be turned down if your family income is too high (\$55,000 or more). In this case, you should let the College know so that they do not subtract this amount from the payments they must make to you or so that they reimburse you, as the case may be.

3. HIRING PRIORITIES (5-6.17)

During your maternity leave, (20 weeks), you can exercise your hiring priorities (5-4.17) as though you had been working (5-6.17). In order to do this, you must have handed in your General Offer of Services (5-1.11). However, concerning continuing education (8-7.04) and summer school (8-8.01), you must put in an application; watch for postings. Furthermore, this period has no effect on the continuous accumulation of service for purposes of acquiring tenure (5-2.02).

4. APPORTIONING THE MATERNITY LEAVE (5-6.08)

This division is yours to decide. However, for teachers eligible for Employment Insurance benefits, maternity leave, taking into account the two-week waiting period, can begin at the earliest during the tenth (10th) week preceding the expected birth week and, at the latest, the day of birth. According to the stipulations of article 22(2) of the Employment Insurance Act, maternity benefits are payable no sooner than the eighth (8th) week preceding the expected birth week and not later than the actual week of birth. The College pays the benefit from the beginning of the leave to cover the waiting period. Afterwards, payment of the benefit is coordinated with the payments from Employment Insurance (5-6.15 b)). This does impose some limits on the apportioning of your leave.

In some cases, you must take into account the probability of obtaining another contract when you consider the apportioning of your leave. The College stops paying benefits when your contract expires. Take note of the fact that the duration of your contract includes your vacation period (5-6.15 e)). You should confirm that your contract is in conformity with this principle.

5. PROLONGING A MATERNITY LEAVE

If you wish to prolong your maternity leave and to receive the parental benefits for thirty-five (35) weeks of Employment Insurance Act, you must apply for a leave without pay under clause 5-6.31. (See Leave Without Pay, this guide.) You can prolong your maternity leave if you have a contract, and this, right to the end of that contract. Your hiring priorities are protected during a leave related to parental rights (5-4.16 a)). However, your acquisition of tenure may be delayed in the case where the rule of three (3) consecutive posts applies if the length of your leave is one semester or more and you have not accumulated at least three (3) years of seniority by the beginning of your leave (5-2.02). Other teachers receive credit for one (1) year.

6. PAYMENT OF THE BENEFIT (5-6.15)

The College stops paying benefits at the end of your contract. However, if you are re-hired by application of your hiring priorities, the College resumes payment from the start of the new contract.

In this case, the weeks in which you were not employed and the weeks for which you have received payment are deducted from the number of weeks established by clause 5-6.11 (20 weeks) or 5-6.14 (10 weeks), whichever applies. The payment is restored for the number of weeks that remain.

Furthermore, if the birth or the beginning of the leave falls between two (2) contracts or two (2) consecutive semesters, the maternity leave benefit is paid from the start of the new contract, if applicable.

In this case, the weeks falling in the non-employment period are deducted from the number of weeks established in 5-6.11 (20 weeks) or 5-6.14 (10 weeks), whichever applies. The payment is made for the number of weeks that remain.

7. VOLUNTARY WORK REDUCTION PROGRAM (VWRP)

Be aware that if you participated in the VWRP (Appendix V-2) at any time during the twenty (20) weeks preceding your request for maternity leave, your benefits and payments will be affected.



FOR MORE DETAILS CONCERNING PARENTAL RIGHTS
CONSULT ARTICLE 5-6.00 OF THE COLLECTIVE AGREEMENT



SPECIAL LEAVE AND INTERIM ASSIGNMENT DURING PREGNANCY

TENURED AND NON-TENURED TEACHER

INTERIM ASSIGNMENT AND SPECIAL LEAVE (5-6.22)

For any of the three following situations, you can obtain an interim assignment by presenting a medical certificate (5-6.22) as quickly as possible.

- ✓ You are pregnant and your working conditions represent a risk of infectious disease or a danger for you or for the child you are carrying.
- ✓ Your working conditions present a danger for your nursing infant.
- ✓ You regularly work in front of a cathode ray screen³.

REMARKS

- If the interim assignment does not begin immediately, the teacher has a right to a special leave (5-6.22) that starts immediately. Unless an interim assignment is made which puts an end to this special leave, the leave terminates on the date of birth of the child or, in the case of a teacher who is nursing her child, at the end of the nursing period.
- During the period of the special leave (5-6.22), your situation with respect to benefits falls under the provisions of the Occupational Health and Safety Act (as it relates to preventive withdrawal of a pregnant or nursing worker).

OTHER SPECIAL LEAVE (5-6.23)

You benefit from a supplementary bank of four (4) days of leave for medical visits or tests related to the pregnancy (5-6.23 c)). These days may be taken one half day at a time.

In the case of a complication in the pregnancy or where there is a danger of miscarriage, you may use either a special leave (5-6.23 a)), a sick leave or a leave under the salary insurance plan (5-6.24, 5-5.07). The choice is up to you. (Reference: Arbitration decision: 1115-88-5134)

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It is more advantageous for you to use sick leave or leave under the salary insurance plan (5-5.07). Your maternity leave would then begin on the day you give birth rather than during the eighth week preceding the birth. However, hourly-paid teachers have no right to any salary insurance benefits under clause 5-5.02. Consequently, they must use the special leave (clause 5-6.23), and their maternity leave therefore begins in the eighth week before the predicted date of birth.

³ More than two (2) hours per half day.

PATERNITY LEAVE

FOR WHOM: Any teacher whose wife/companion is having a baby
MAXIMUM DURATION: Five (5) working days
CLAUSE: 5-6.25
PAYMENT: Salary maintenance (one day's salary for each of the five (5) days of leave)

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REMARKS

- The leave may be discontinuous in so far as it takes place within the fifteen (15) days following the return of the mother or the child to the home.
- One (1) of the five (5) days may be used for the baptism or registration of the child. This day may be taken outside the fifteen (15) days following the return home of the mother or the child.
- You must give the College a reasonable amount of notice (see the sample letter in Appendix II-B).
- During your leave, you benefit from the advantages in clause 5-6.17 if you normally have a right to them (5-6.43). Consequently, you can postpone the vacation days that occur while you are on paternity leave (5-6.33). In order to do this, you must advise the College in writing of the date of the postponement at least two (2) weeks before the end of your leave.
- Upon your return, you resume your teaching assignment, subject to the clauses relative to hiring and job security (5-6.21).

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You also have the right to paternity leave if the child is stillborn after the beginning of the twentieth (20th) week preceding the expected date of birth.

ADOPTION LEAVE

FOR WHOM: The teacher who adopts a child other than a spouse's child
MAXIMUM DURATION: Ten (10) consecutive weeks
CLAUSE: 5-6.26
PAYMENT: One hundred percent (100%) of salary

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If both parents work under a public or parapublic sector Collective Agreement, only one of them has a right to this leave (5-6.02).

TENURED AND NON-TENURED TEACHER

➔ HOW TO PROCEED

TWO (2) WEEKS BEFORE THE BEGINNING OF THE LEAVE	Present a written request to the College (5-6.40) (see the sample letter, Appendix II-C).
SIXTH (6 TH) WEEK OF THE LEAVE	Four (4) weeks before the end of your leave, the College must send you a notice indicating the date on which your leave ends (5-6.41).

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You must present yourself at the College at the end of your leave, unless you extend it. If you do not do so, you will be considered on unpaid leave for four (4) weeks, at the end of which you will be considered to be no longer in the employ of the College.

REMARKS

- Unless there is an agreement with the College, this leave takes place after the adoption order has been issued (5-6.26).
- Upon your return, you take up your teaching assignment, subject to the clauses concerning hiring and job security (5-6.21).
- During your leave, you benefit from the advantages in clause 5-6.17 if you normally have a right to them (5-6.43). Consequently, you can postpone the vacation days that occur while you are on adoption leave (5-6.33) In order to do this, you must advise the College in writing of the date of the postponement at least two (2) weeks before the end of your leave.
- A teacher who legally adopts a child and who does not take the ten (10) week leave has the right to a leave of a maximum of five (5) working days, of which the first two (2) days are paid (5-6.27).

The leave may be discontinuous as long as it takes place within the fifteen (15) days following the return of the mother or the child to the home.

If the adopted child is that of a spouse, you have the right only to a maximum leave of two (2) working days without pay .

UNPAID ADOPTION LEAVE

FOR WHOM: A teacher who wishes to adopt a child other than a spouse's child

MAXIMUM DURATION: Ten (10) consecutive weeks⁴

CLAUSE: 5-6.29

PAYMENT: None, unless the adoption leave began on the same date (5-6.30).

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TENURED AND NON-TENURED TEACHER

➔ HOW TO PROCEED

TWO (2) WEEKS BEFORE THE BEGINNING OF THE LEAVE

1. Present a written request to the College (5-6.40, 5-6.29 2nd paragraph). (See the sample letter, Appendix II-D)
2. In the case of a leave without pay, you must make an agreement with the College concerning the maintenance of your insurance plan.

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The request must include the proposed date of your return to work. If your unpaid adoption leave lasts ten (10) weeks, you may convert it into a paid adoption leave. In such a case, you will receive the benefits linked to this leave (5-6.30). In the case where no adoption occurs, you will be deemed on leave without pay, and you must reimburse the College.

If you are on leave without pay, you must maintain your mandatory insurance policies for a period of ninety (90) days, after which time the policies are no longer mandatory, except for the basic medical insurance coverage. (5-6.42)

At the end of your leave, you return to your teaching assignment subject, to the clauses concerning hiring and job security (5-6.30, 5-6.33).

REMARK

Adoption gives you rights to parental benefits for thirty-five (35) weeks of Employment Insurance. In order to be eligible, you must have worked at least six hundred (600) insurable hours in the fifty-two (52) preceding weeks.

⁴ The teacher may also decide that the adoption leave (5-6.26) will begin on the same date as the unpaid leave if the maximum length of the latter is ten (10) consecutive weeks. In the event that no adoption occurs, the teacher is considered on unpaid leave and must reimburse the benefits received.

LEAVE WITHOUT PAY

WHY: If you wish to prolong your maternity leave or your paternity leave or one of the two adoption leaves

FOR WHOM: A teacher who has benefited from a maternity leave, a paternity leave or one of the adoption leaves

MAXIMUM DURATION: There are two (2) options⁵
Option I: 52 continuous weeks
Option II: 2 years

CLAUSE: 5-6.31

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For non-tenured teacher, the maximum duration is limited to the date of expiration of your contract. You may, however, apply for renewal of your leave in order to continue it if you are rehired.

FIRST OPTION

A maximum of 52 continuous weeks.

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The teacher decides when the leave begins; however, it can begin only after the birth and may not go beyond the seventieth (70th) week following the birth.
Parental benefits can be paid only in the course of the fifty-two (52) weeks that follow the birth or adoption.

SECOND OPTION

A maximum of two (2) years

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The teacher decides when the leave begins. However, the leave must begin after the maternity, paternity or adoption leave or, where applicable, after the postponed vacation period (5-6.33). The leave may not last longer than two (2) years following the birth or the adoption of the child.
The teacher who does not use her or his unpaid leave may obtain such a leave for the amount of time that has not been used by her or his spouse. (See Appendix III for an example)
If the teacher's spouse is not employed in the public or parapublic sector, the teacher may take this leave at the moment of her or his choice in the two (2) years following the birth or adoption. He or she may not, however, go beyond the fixed date of two years after the birth or adoption (see Appendix III for an example). The leave need not be taken continuously; however, it must occur within two (2) years after the birth or adoption.

⁵ You must indicate your date of return to work (5-6.40).

TENURED AND NON-TENURED TEACHER

➔ HOW TO PROCEED

TWO (2) WEEKS BEFORE THE BEGINNING OF THE LEAVE

1. Present a written request to the College (5-6.40) (see the sample letter, Appendix II-E).
2. Make an agreement with the College, where applicable, for maintaining your insurance plan.

NOTE: You must maintain your mandatory insurance policies for a period of ninety (90) days, after which time the policies are no longer mandatory, except for the basic medical insurance coverage. (5-6.32)

REMARK

Your request must indicate your date of return.

FOUR (4) WEEKS BEFORE THE BEGINNING OF THE LEAVE

Following the notice that the College must send you at least four (4) weeks before the expiration of your leave (5-6.42), you must send a notice of return to work at least two (2) weeks before the end of your leave. If you fail to do this, you will be considered to be no longer in the employ of the College.

REMARK

— If you advise the College at least twenty-one (21) days in advance, you may end your leave before the date originally scheduled. This notice must be given at least thirty (30) days in advance, in the case of a leave that exceeds fifty-two (52) weeks. Your return must coincide with the beginning of a semester (one week before courses begin), unless a different agreement is reached with the College.

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During this leave, you have the right to receive the thirty-five (35) weeks of parental benefits under the Employment Insurance Act, in so far as you are eligible.

To be eligible, you must have worked at least six hundred (600) insurable hours in the course of the previous fifty-two (52) weeks. Please note that these benefits are payable only in the year following the birth or adoption of the child.

In order to receive the thirty-five (35) weeks of parental benefits, you must request at least thirty-five (35) weeks of unpaid leave. Please note that there is no waiting period associated with these benefits for you or for your spouse (shared leave) if you have received maternity benefit payments from Employment Insurance. The waiting period applies only once.

At the end of your leave, you resume your teaching workload, subject to hiring and job security clauses (5-6.33).

HALF-TIME LEAVE

FOR WHOM: Any teacher who wants an additional prolongation of one of the leaves linked to parental rights (5-6.06, 5-6.26, 5-6.31, 5-6.39)

MAXIMUM DURATION: Two (2) consecutive years

CLAUSE: 5-6.34

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REMARK

- In certain cases (among others, where retirement and seniority are concerned), it may be preferable to request a voluntary work reduction (VWRP) under Appendix V-2.

TENURED TEACHER

1. You must advise the College in writing before November 1 or March 1 or June 1, whichever applies. (See the sample letter, Appendix II-F.)

REMARKS

- You retain your rights with respect to tenure, the accumulation of experience, and the accumulation of seniority.
- Furthermore, you are considered to be a full-time teacher for purposes of the application of article 5-4.00 during the year or years of your half-time leave (5-6.35).

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You may take the leave without pay followed by the half-time leave, but you cannot do it in the reverse order. The leaves must follow one right after the other, without interruption. However, you may take the half-time leave without having taken the leave without pay.

At the end of your leave, you resume your full-time teaching load at the beginning of the session that follows the end of your leave, or at the date indicated at the moment you obtain your leave (5-6.36).

NON-TENURED TEACHER

AT LEAST THIRTY (30) DAYS BEFORE THE BEGINNING OF THE LEAVE, YOU MUST:

1. Make a written request to the College. (See the sample letter, Appendix II-F.)

- You accumulate seniority in proportion to the teaching workload stipulated in your contract, and you accumulate experience in proportion to the teaching workload you retain.

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For non-tenured teacher, the maximum duration of the leave is limited by the expiration date of their contracts. However, you may ask for renewal of your leave, to continue it if you are rehired.

You may take the leave without pay, and then the half-time leave, but you cannot do it in the reverse order. The leaves must follow one right after the other, without interruption. However, you may take the half-time leave without having taken the leave without pay.

At the end of your leave, and subject to the exercise of your hiring priorities, you resume your full-time teaching workload at the beginning of the session that follows the end of your leave or at the date you indicated when you obtained your leave (5-6.36).

PART-TIME LEAVE

FOR WHOM: For tenured teacher only

MAXIMUM DURATION: Two (2) years

CLAUSE: 5-6.34, 3rd paragraph

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➔ HOW TO PROCEED

AT LEAST THIRTY (30) DAYS BEFORE THE BEGINNING OF THE LEAVE: 1. Make a written request to the College (Appendix II-G).

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You should determine the percentage of your teaching workload that you are going to keep.

At the end of your leave, you resume your full-time teaching workload at the beginning of the session that follows the end of your leave, or at the date you indicated when you obtained your leave (5-6.36).

REMARKS

- During your leave, you are considered to be a part-time teacher for purposes of determining salary and for the accumulation of seniority and experience and benefits, in proportion to the workload you have retained.
- For the purposes of article 5-4.00 (job security), you are considered to be a full-time teacher (5-6.35).
- In certain cases (among others, where retirement and seniority are concerned), it may be preferable to request a voluntary work reduction (VWRP) under Appendix V-2.



NON-TENURED TEACHER,
THIS LEAVE IS NOT AVAILABLE TO YOU

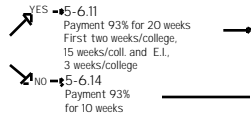


SUMMARY TABLE

TYPE OF LEAVE	CLAUSE	ACCUMULATION OF SENIORITY	ACCUMULATION OF EXPERIENCE	ACCUMULATION OF SENIORITY FOR PURPOSES OF ART. 5-4.00
Maternity	5-6.06	Yes	Yes	Yes
Paternity	5-6.25	Yes	Yes	Yes
Adoption	5-6.26	Yes	Yes	Yes
Unpaid adoption leave	5-6.29	Yes	Yes	Yes
Without pay (prolongation)	5-6.31	Yes	Yes	Yes
Half-time TENURED TEACHER (add. prolongation)	5-6.34 1 st par.	Considered full-time	Prorata to conserved workload	Considered full-time
Half-time NON-TENURED TEACHER	5-6.34 2 nd par.	According to ETC in contract	Prorata to conserved workload	According to ETC in contract
Part-time TENURED TEACHER (add. prolongation)	5-6.34 3 rd par.	Prorata to conserved workload	Prorata to conserved workload	Considered full-time



TERNITY
VE
(5-6.06)



THE HEALTH AND SAFETY ACT
VERSUS
THE EMPLOYMENT INSURANCE ACT

DISTINCTIVE FEATURE : In rare cases, a person may be simultaneously covered for benefits under the work-related injuries section of the Occupational Health and Safety Act and for maternity leave benefits under the Employment Insurance Act¹.

As a general rule, it is impossible to receive simultaneously the two types of benefits. In this specific case, the Occupational Health and Safety Act prevails.

ATTENTION: The rules surrounding the interaction of the Occupational Health and Safety Act and the Employment Insurance Act are complex and numerous. If your benefits from the CSST under the Occupational Health and Safety Act represent less than one hundred twenty-five percent (125%) of your Employment Insurance benefits, it is possible that you might receive a combination of these two (2) types of benefits.

REMARKS: In certain cases, your Occupational Health and Safety benefits may prolong either your reference period or your benefit period for Employment Insurance.

Modifications brought in during the 1990 reform of the Unemployment Insurance Act, modifications dealing with benefits for work-related accidents and illnesses, specify that these benefits shall be made compatible at the level of remuneration. Articles 22(3) of the Employment Insurance Act and 35(2b) of the Regulations Concerning Employment Insurance² announce this rule.

MATERNITY LEAVE

You must apply for maternity leave (5-6.06) according to the procedure outlined in the Collective Agreement (5-6.10) and reiterated in this guide. You must apply for Employment Insurance no later than the day after you give birth.

Benefits received for work-related accidents or illnesses will be deducted from your Employment Insurance benefits. Consequently, for the weeks of your maternity leave during which you are covered under the Occupational Health and Safety Act, you will not receive Employment Insurance benefits unless your case is exceptional.

REMARK: Since every case is unique, it is preferable to apply to both Human Resources Development Canada and the Commission on Occupational Health and Safety (CSST).

¹ S.C. 1996, c. 23.

² The Canada Gazette. Part II. Vol. 130. SOR/96-436 (1996) p. 2844.

SAMPLE LETTER FOR MATERNITY LEAVE

Place, Date

Mr. or Madam
Director of Human Resources
Name of College
Address

Re: Maternity Leave

Sir or Madam:

With this letter, I am informing you of my intention to take the maternity leave provided for in clause 5-6.06 of the Collective Agreement now in force for teachers affiliated with FAC.

It is understood that my leave will begin on _____. For the duration of my leave, I wish to maintain all the aspects of my insurance plans. Thus, I understand that the College will continue to deduct my insurance premiums or will bill me, without any further actions on my part.

Thank you for your cooperation in this matter.

Signature

Attachments: Medical certificate
cc. Union,
Department

You must give at least a two-week notice, except in very exceptional circumstances. You need not indicate your date of return (5-6.47).

Only the teachers not eligible for the complementary benefit of 93% must reach an agreement with the College concerning the method of payment of insurance coverage. Other teachers' premiums are automatically deducted from the benefit paid by the College.

Furthermore, all mandatory plans must be maintained for a minimum period of ninety (90) days during the leaves.

SAMPLE LETTER FOR PATERNITY LEAVE

Place, Date

Mr. or Madam
Director of Human Resources
Name of College
Address

Re: Paternity Leave

Sir or Madam:

With this letter, I am informing you of my intention to take the paternity leave provided for in clause 5-6.25 of the Collective Agreement now in force for teachers affiliated with FAC.

I intend to divide my five (5) days in the following manner _____.

Thank you for your cooperation in this matter.

Signature

c.c. Department
Union

It is not obligatory that you take your leave on consecutive days. However, you must take them within fifteen (15) days following the arrival home of the child or the mother. On the other hand, one day may be taken for the baptism or registration of the child outside the fifteen-day period.

SAMPLE LETTER FOR ADOPTION LEAVE

Place, Date

Mr. or Madam
Director of Human Resources
Name of College
Address

Re: Adoption Leave

Sir or Madam:

With this letter, I am informing you of my intention to take the adoption leave provided for in clause 5-6.26 of the Collective Agreement now in force for teachers affiliated with FAC.

It is understood that my leave will begin on _____. I also understand that for the duration of my leave, the College will continue to deduct my insurance premiums.

Thank you for your cooperation in this matter.

Signature

c.c. Department
 Union

You must give at least a two-week notice. You are not required to indicate your date of return (5-6.47).

SAMPLE LETTER FOR UNPAID ADOPTION LEAVE

Place, Date

Mr. or Madam
Director of Human Resources
Name of College
Address

Re: Unpaid Adoption Leave

Sir or Madam:

With this letter, I am informing you of my intention to take the unpaid adoption leave provided for in clause 5-6.29 of the Collective Agreement now in force for teachers affiliated with FAC.

It is understood that my leave will begin _____ and will end _____, provided that I have enough time to travel, given that I must go to _____ to finalize the adoption procedures.

Although I must pay the whole cost, I wish to maintain my insurance coverage for the duration of my leave.

Thank you for your cooperation in this matter.

Signature

c.c. Department
 Union

You must give at least a two-week notice. You may choose to transform your unpaid leave into a paid adoption leave (5-6.30), as long as its duration is a maximum of ten (10) weeks. In the case of an unpaid adoption leave, you must maintain all mandatory plans for a minimum period of ninety (90) days.

SAMPLE LETTER FOR LEAVE WITHOUT PAY

Place, Date

Mr. or Madam
Director of Human Resources
Name of College
Address

Re: Leave Without Pay

Sir or Madam:

With this letter, I am informing you of my intention to prolong my (maternity, paternity, adoption) leave by virtue of clause 5-6.31 of the Collective Agreement now in force for teachers affiliated with FAC.

It is understood that my leave will begin _____ and will end _____. Although I must pay the whole cost, I wish to maintain my insurance coverage for the duration of my leave.

Thank you for your cooperation in this matter.

Signature

c.c. Department
 Union

You must give at least a two-week notice and indicate the date of your return. You must reach an agreement with the College concerning the means of payment for your insurance plans. All mandatory plans must be maintained.

SAMPLE LETTER FOR HALF-TIME LEAVE

Place, Date

Mr. or Madam
Director of Human Resources
Name of College
Address

Re: Half-time Leave

Sir or Madam:

With this letter, I am informing you of my intention to take the half-time leave provided for in clause 5-6.34 of the Collective Agreement now in force for teachers affiliated with FAC.

It is understood that my leave will begin _____ and will end _____.

Thank you for your cooperation in this matter.

Signature

c.c. Department
 Union

<p>Tenured teacher: Notify the College November 1, March 1 or June 1 as applicable. Non-tenured teacher: Give at least thirty (30) days notice.</p>

SAMPLE LETTER FOR PART-TIME LEAVE

Place, Date

Mr. or Madam
Director of Human Resources
Name of College
Address

Re: Part-time Leave

Sir or Madam:

With this letter, I am informing you of my intention to take the part-time leave provided for in clause 5-6.34 of the Collective Agreement now in force for teachers affiliated with FAC.

I wish to retain _____% of my teaching load. My leave will begin _____ and will end _____.

Thank you for your cooperation in this matter.

Signature

c.c. Department
 Union

You must give at least a thirty-day notice. This leave is available for tenured teacher only.

SCENARIOS (5-6.31)

A) Ms. A and Mr. B are both bound by contracts in the public and para-public sectors. Two (2) possibilities are available to them:

First: Both may take unpaid leave, Ms. A by prolonging her maternity leave and Mr. B by prolonging his paternity leave.

Second: Ms. A benefits from a prolongation of six (6) months.

At the end of Ms. A's six-month leave, Mr. B can take a leave with a maximum duration of one and a half (1.5) years.

B) Ms. A is not a public or para-public sector employee. Mr. B is a teacher. Mr. B has two (2) possibilities:

First: He takes the unpaid leave at the end of his paternity leave.

Second: He takes advantage of this leave at his convenience within the two-year (2) limit.

CHECKLIST

- Can you prove 20 weeks of continuous service at the College?
- Can you prove 600 insurable hours worked (E. I.)?
- Have you obtained
 - a) The medical certificate from your doctor attesting to your pregnancy and to the expected date of birth?
 - b) Proof of adoption?
- Have you informed your employer of your intention to take a leave?

The notice to the employer:

- a) Must be written;
 - b) Must indicate the date at which you wish to begin your leave;
 - c) Must indicate the date at which you wish to return to work, except for maternity leave (5-6.06) and adoption leave (5-6.26)
- Have you taken measures, if applicable, to ensure payment of your insurance contributions?
 - Have you obtained the "summary of employment" slip that you must attach to your request for Employment Insurance?
 - Have you requested the maternity allocation from a Quebec Employment Center?
 - Do not forget to fill out your request for Employment Insurance as soon as your leave begins.
 - Do not forget to present proof to the College that you are receiving Employment Insurance benefits.

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A publication of the Fédération autonome du collégial

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