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Part 2 Laws and Regulations

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Coming into force of Acts

Gouvernement du Québec

O.C. 123-97, 5 February 1997

An Act to amend the Act respecting financial assistance for students and the General and Vocational Colleges Act (1996, c. 79)
— **Coming into force**

COMING INTO FORCE of the provisions of the Act to amend the Act respecting financial assistance for students and the General and Vocational Colleges Act

WHEREAS the Act to amend the Act respecting financial assistance for students and the General and Vocational Colleges Act (1996, c. 79) was assented to on 23 December 1996;

WHEREAS section 18 of that Act provides that its provisions will come into force on the date or dates to be fixed by the Government;

WHEREAS it is expedient to fix the date of the coming into force of the provisions of that Act;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Education:

THAT 6 February 1997 be fixed as the date of the coming into force of sections 1, 2, 3, 4, 8, 9, 10, 12, 13, 14, 15 and 17 of the Act to amend the Act respecting financial assistance for students and the General and Vocational Colleges Act;

THAT 1 April 1997 be fixed as the date of the coming into force of sections 6 and 16 of that Act;

THAT 1 May 1997 be fixed as the date of the coming into force of sections 7 and 11 of that Act; and

THAT 1 July 1997 be fixed as the date of the coming into force of section 5 of that Act.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

1242

Gouvernement du Québec

O.C. 144-97, 5 February 1997

An Act respecting the Régie de l'énergie (1996, c. 61)
— **Coming into force of sections 8 and 165**

COMING INTO FORCE of sections 8 and 165 of the Act respecting the Régie de l'énergie (1996, c. 61)

WHEREAS the Act respecting the Régie de l'énergie (1996, c. 61) was assented to on 23 December 1996;

WHEREAS under section 173 of that Act, its provisions will come into force on the date or dates to be fixed by the Government, except section 139, which came into force on 23 December 1996, with the exception of paragraph *d* of subparagraph 1 of the third paragraph of section 45.1 of the Act respecting the use of petroleum products;

WHEREAS it is expedient to fix 5 February 1997 as the date of coming into force of sections 8 and 165 of that Act;

IT IS ORDERED, therefore, on the recommendation of the Minister of State for Natural Resources:

THAT 5 February 1997 be fixed as the date of coming into force of sections 8 and 165 of the Act respecting the Régie de l'énergie (1996, c. 61).

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

1241

Regulations and Other Acts

Gouvernement du Québec

O.C. 124-97, 5 February 1997

Education Act
(R.S.Q., c. I-13.3)

Catholic School Boards

- Educational Administrators
- Terms of Employment
- Amendments

Regulation to amend the Terms of Employment of Educational Administrators of Catholic School Boards Regulation

WHEREAS under section 451 of the Education Act (R.S.Q., c. I-13.3), the Government may, by regulation, establish for all or certain school boards, a classification of positions, the maximum number of positions in each job category, working conditions, remuneration, recourses and rights of appeal of the members of the staff who are not members of a certified association within the meaning of the Labour Code (R.S.Q., c. C-27);

WHEREAS the Government made the Terms of Employment of Educational Administrators of Catholic School Boards Regulation, enacted by Order-in-Council 1325-84, dated June 6, 1984;

WHEREAS it is expedient to amend such regulation;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Education:

THAT the Regulation to amend the Terms of Employment of Educational Administrators of Catholic School Boards Regulation, attached hereto, be made.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Regulation to amend the Terms of Employment of Educational Administrators of Catholic School Boards Regulation

Education Act
(R.S.Q., c. I-13.3., s. 451)

1. The Terms of Employment of Educational Administrators of Catholic School Boards Regulation enacted by Order-in-Council 1325-84 dated June 6, 1984 and amended by the regulations enacted by Orders-in-Council 857-85 dated May 8, 1985, 425-86 dated April 9, 1986, 950-87 dated June 17, 1987, 1458-88 dated September 28, 1988, 1857-88 dated December 14, 1988, 1690-89 dated November 1, 1989, 433-90 dated April 4, 1990, 1514-90 dated October 24, 1990, 808-91 dated June 12, 1991, 87-92 dated January 29, 1992, 891-92 dated June 17, 1992, 931-92 dated June 23, 1992, 1135-92 dated August 5, 1992, 1061-93 dated July 21, 1993, 401-94 dated March 23, 1994 and 1120-94 dated July 20, 1994 is further amended by replacing the definition of “salary” found in section 1 by the following:

““salary”: remuneration paid to an educational administrator in accordance with the salary scales prescribed by this Regulation or in sections 137.8 to 137.11, 137.19 or 137.20, excluding lump-sum payments, annual supplements and regional disparity allowances.”.

2. Section 1 of the said Regulation is amended by inserting, after the definition of “non-renewal”, the following definition:

““agency in the public or parapublic sector”:

— the ministries, persons or agencies the personnel of which is named or remunerated according to the Civil Service Act;

— the persons or agencies whose operational budgets are taken from the consolidated revenue fund or appear in whole or in part in the budgetary forecasts submitted to the National Assembly;

— the school boards, colleges and establishments within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, the governmental agencies covered by this law and the educational institutions at the university level within the meaning of the Act respecting educational institutions at the university level;

— the agencies or enterprises and their totally owned subsidiaries which must produce an annual report which must be deposited at the National Assembly;”.

3. Sections 36 to 39 of the said Regulation are replaced by the following sections:

“**36.** In exceptional cases, following a notice of the selection committee set up by the board stating that none of the qualified candidates meets all the requirements prescribed by the board for a given position and after consultation with local association representatives, the board may refer to the committee one or more candidates whose complementary or superior academic background to that prescribed compensates for a lesser number of years of experience than that prescribed as a required minimum qualification, or vice-versa.

In such case, the board may appoint a candidate from among those who, in the committee’s opinion, meet all the requirements prescribed by the board.

37. The terms and conditions for applying section 36 shall be determined by the board according to the consultation procedure prescribed in section 272.”.

4. The title of Division 3 of Chapter 3 of the said Regulation is substituted for the following:

“TRANSITIONAL MEASURES APPLICABLE FOR THE 1993-1994 TO 1996-1997 SCHOOL YEARS”.

5. The said Regulation is amended by inserting, after section 56.7, the following section 56.8:

“**56.8** The provisions of this Division, applicable to an assistant director of an adult education centre, shall also apply to an administrative assistant referred to in section 56.1 who carries out responsibilities in both the youth and adult sectors.”.

6. Section 86 of the said Regulation is amended by inserting, after the second paragraph, the following paragraph:

“Notwithstanding the preceding paragraph, the former salary shall include the department head supplement if the teacher appointed to an educational administrator position formerly held such a position”.

7. The said Regulation is amended by deleting section 88.

8. Section 94 of the said Regulation is replaced by the following:

“**94.** A person referred to in section 93 shall be paid from the date of demotion the salary for his new class which corresponds to his salary before his demotion less the lower of the following amounts:

1° the difference between the maximum of the salary scale of his former class and that of his new class;

2° 5 % of the salary he was paid before the demotion, without the new salary exceeding the maximum of the salary scale for his new class.”.

9. Section 102 of the said Regulation is replaced by the following:

“**102.** An educational administrator who is reclassified into a new class where the maximum of the salary scale is lower than that of his former class shall be paid from the date of reclassification the salary specified for his new class which corresponds to his salary before the reclassification less the lower of the following amounts:

1° the difference between the maximum of the salary scale of his former class and that of his new class;

2° 5 % of the salary he was paid before his reclassification, without his new salary exceeding the maximum of the salary scale for his new class.”.

10. Section 108 of the said Regulation is replaced by the following section:

“**108.** This Subdivision applies:

1° to an educational administrator covered by a provision of this Regulation prescribing the application of the procedure;

2° to an educational administrator demoted to a position of principal or vice-principal which has a salary scale maximum less than that of his former class, except where the demotion results from a specific request of an educational administrator or a disciplinary measure; in these two cases, application of the procedure by the board shall be optional.

However, this Subdivision does not apply to staff changes related to Subdivisions 1 and 1.1 of Division 8 of Chapter 4.”.

11. The said Regulation is amended by replacing section 114 by the following section:

“**114.** This Subdivision applies to an educational administrator upon his return from a total disability leave which ends after the first 104 weeks of total disability if

such return is to the same position or to determine the educational administrator's salary prior to his promotion, reclassification or demotion, as the case may be."

12. The said Regulation is amended by replacing Subdivisions 1, 1.1 and 1.2 of Division 8 of Chapter 4 by the following Subdivisions 1 and 1.1:

"§1. Insurance Plans

119. In Subdivisions 1 and 1.1 of this Division, unless the context indicates otherwise, the following terms and expressions mean:

"insurer": an insurance company that has concluded a contract with the Government of Québec for the purposes of providing coverage to management staff in the public and parapublic sectors;

"insurance plans": group insurance plans offered to management staff in the public and parapublic sectors;

"pay": salary applicable to an educational administrator during a period of absence covered by short-term salary insurance including:

1° the lump-sum payment resulting from the application of the rules respecting salary review, where applicable;

2° the lump-sum payment resulting from the salary readjustment procedure in the case of a demotion, reclassification or reassignment outside the plan for the period during which such lump sum is paid, where applicable;

3° the isolation and distance premium or retention premium, where applicable;

4° the annual supplement of a part-time assistant director-general for the period during which the educational administrator holds such position, where applicable.

120. Unless there are provisions to the contrary, an educational administrator shall be covered by the following insurance plans:

1° Plans insured by the Government of Québec and described in this Subdivision are as follows:

- a) a standard life insurance plan;
- b) a short-term salary insurance plan;
- c) a survivor's pension plan.

2° Plans insured by the insurer and described in the master policy of the insurance plans and in sections 137.4.1 to 137.14.1 are as follows:

a) compulsory basic plans:

- i. a life insurance plan;
- ii. a health-accident insurance plan. This plan shall not apply, however, to an educational administrator whose application for exemption is accepted by the board in accordance with the insurance contract;
- iii. a long-term salary insurance plan;

b) complementary plans:

- i. a compulsory long-term salary insurance plan;
- ii. an optional supplemental life insurance plan;
- iii. an optional supplemental health-accident insurance plan.

121. An educational administrator shall be eligible for the insurance plans upon the expiry of a one-month waiting period as of the date of his entry into service, provided he is at work. If he is not at work on that date, he shall be eligible for the plans on the date of his return to work.

However, subject to the specific provisions prescribed to this effect in the master policy of the insured plans, an educational administrator who formerly held a position with an employer in the public or parapublic sector and who was eligible for a group insurance plan applicable to employees in that sector shall be eligible for the insurance plans on the date of his entry into service, provided his former position terminated not more than 30 days prior to the date of his entry into service and that he provide the necessary proof concerning his former position.

122. The board may not sever employment ties with an educational administrator who receives benefits under the short-or long-term salary insurance plan for the sole reason of his being totally disabled.

123. In the case of a leave without pay or a partial leave without pay of less than 30 days, an educational administrator shall continue to participate in the insurance plans and shall pay the contribution that he would pay if he were at work.

Where the duration of the leave is 30 days or more or in the case of an unpaid absence, an educational administrator shall continue to participate in the standard life insurance plan and may, if he submits a request to the board before the beginning of the leave or absence, continue to participate in the insured plans he had before

the leave or absence according to the provisions prescribed in the master policy of the insurance plans. An educational administrator who continues to participate in the insured plans shall also continue to participate in the survivor's pension plan according to the provisions prescribed by the plan.

For the purposes of the short-term salary insurance plan, disability which develops during a leave or absence without pay shall be considered as beginning on the date on which the leave or absence terminates.

124. An educational administrator who is reassigned to a teaching, professional or support staff position may continue to participate in the insurance plans provided he have completed two years of continuous service in an administrator or senior administrator position on the date of the reassignment and that he so request the school board prior to that date.

However, these provisions shall not apply to a reassignment of a disciplinary nature.

1. Plans insured by the Government of Québec

a) Standard Life Insurance Plan

125. A full-time or part-time educational administrator, whose regular workweek is equal to or greater than 70 % of that of a full-time educational administrator, shall have life insurance equal to \$6,400 payable to his beneficiaries.

126. Unless there are provisions to the contrary, the participation of an educational administrator in the standard life insurance plan shall terminate on the earlier of the following dates:

1° the date on which the educational administrator ceases to hold position as a senior administrator or administrator;

2° the date on which he retires.

b) Short-term Salary Insurance Plan

127. The short-term salary insurance plan shall cover the first 104 weeks of total disability.

128. During the first week of total disability, an educational administrator shall receive the salary to which he would have been entitled had he been at work.

129. As of the 2nd week of total disability and, up to 26 weeks from the beginning of the total disability, an educational administrator shall receive a salary insur-

ance benefit equal to 80 % of his salary. Where an educational administrator is on a part-time leave without pay, the benefit shall be equal to 80 % of his salary in proportion to the time worked.

As of the 27th week of total disability and, up to 104 weeks from the beginning of the total disability, an educational administrator shall receive a salary insurance benefit equal to 70 % of his salary. Where an educational administrator is on a part-time leave without pay, the benefit shall be equal to 70 % of his salary in proportion to the time worked.

130. For the purposes of the short-term salary insurance plan, total disability means a state of incapacity resulting from an illness, an accident, serious complications of a pregnancy or a surgical procedure directly related to family planning necessitating medical care and rendering the educational administrator totally incapable of performing the usual duties of his position or of any other position providing similar remuneration that the board may offer to him.

131. For the purposes of the short-term salary insurance plan, period of total disability means any continuous period of total disability or any series of successive periods of total disability resulting from the same illness or accident, separated by fewer than 15 days of actual full-time work or, as the case may be, part-time work in accordance with the educational administrator's regular position. The computation of the 15-day period of actual work shall not take into account vacation, paid legal holidays, leaves without pay, leaves related to parental rights or any other absence, whether remunerated or not.

A period of total disability resulting from self-inflicted illness or injury, alcoholism or drug addiction, service in the armed forces, active participation in a riot, an insurrection or an illegal or criminal act shall not be recognized as a period of total disability. However, in the case of alcoholism or drug addiction, the period during which an educational administrator is receiving treatment or medical care with a view to his rehabilitation shall be recognized as a period of total disability.

132. An educational administrator on disability leave who receives a salary or benefits under the salary insurance plan shall provide the information as well as the supporting documents required by the board or its representative (the Conseil du trésor, the insurer or a firm of medical experts) for the purposes of verifying whether he complies with the definition of total disability in order to determine the cause and the duration and whether he agrees to undergo, at the board's expense, a medical examination by the physician chosen by the board.

An educational administrator shall also authorize the board or its representative to disclose such information and to provide the supporting documents for the purposes of assessing the possibilities of offering him a position according to the provisions prescribed in Subdivisions 1 and 1.1 of this Division.

133. A disabled educational administrator shall continue to participate in the pension and insurance plans. As of the second week of total disability, an educational administrator who receives benefits under the salary insurance plan shall be exempted from contributing to the complementary insured plans and to the pension plan, if the plan so provides.

During that period, an educational administrator's contribution for the basic compulsory insured plans shall be borne by the board.

134. The salary and benefits paid under sections 128 and 129 shall be reduced by any disability benefits paid under a law in force in Québec, regardless of subsequent increases in basic benefits paid under a law in force in Québec resulting from indexation.

135. An educational administrator who receives disability benefits under a law in force in Québec must so notify the board without delay.

136. Payment of salary and salary insurance benefits shall be made directly by the board provided the educational administrator submit the supporting documents prescribed in section 132.

137. Upon an educational administrator's return from a total disability leave, the board may require him to undergo a medical examination for the purpose of determining that he has sufficiently recovered to resume work. The cost of the examination shall be borne by the board.

Where the opinion of the physician selected by the board is contrary to that of the physician consulted by the educational administrator, the two physicians shall agree on the choice of a third physician whose fees shall be borne equally by the board and the educational administrator and whose decision shall be final.

137.1 An educational administrator who receives salary insurance benefits may, following an agreement with his board, be entitled to a period of gradual return to work provided that, during that period, he carries out the duties related to the position he held prior to his period of total disability or any other position providing similar remuneration that the board may offer to him, while still being covered by the salary insurance plan.

During the period of gradual return to work, an educational administrator shall receive the gross pay for the time he works as well as the salary insurance benefits calculated in proportion to the time he does not work.

As a rule, the period of gradual return to work shall not exceed six consecutive months and cannot have the effect of extending the period of total disability under the short-term salary insurance plan beyond 104 weeks.

137.2 An educational administrator who is disabled following an industrial accident that occurred while he was employed by the board shall be entitled to receive his salary from the 1st to the 104th week of his total permanent or temporary disability as if he were at work.

In such case, an educational administrator shall receive, in addition to the benefit to which he is entitled under the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), an amount equal to the positive difference between his net salary and such benefit. Such amount constitutes a gross salary on the basis of which the board shall withhold all the deductions and contributions required by law and this Regulation.

For the purposes of this section, an educational administrator's net salary means his gross salary reduced by the federal and provincial income tax and the contributions to the Québec Pension Plan, the pension plan, the employment insurance plan and the insurance plans.

137.3 Unless there are provisions to the contrary, an educational administrator shall cease to participate in the short-term salary insurance plan on the earlier of the following dates:

1° the date on which the educational administrator ceases to hold a position as a senior administrator or administrator;

2° the date on which the educational administrator begins to use sick-leave days so that he may be exempted totally from performing the duties prescribed by the progressive retirement agreement and which immediately precedes his retirement;

3° the date on which his total preretirement leave begins;

4° the date on which his retirement begins.

c) Survivor's Pension Plan

137.4 The provisions, with the exception of section 1 and the fourth paragraph of section 4, prescribed in the Directive concernant le régime de rentes de survivants, adopted by the Treasury Board in its decision number 188102 dated December 5, 1995, apply to an educational administrator, subject to the following provisions:

1° the words "civil servant" and "salary" are replaced respectively by the words "educational administrator" and "pay";

2° the definition of "salary" found in section 2 of the directive is replaced by the following definition:

"pay":

— for a disability which began after December 31, 1981, pay means that defined in section 119 of this Regulation as well as, where applicable, the compulsory complementary long-term salary insurance plan;

— for a disability which began on or prior to December 31, 1981, it is the educational administrator's annual salary;

3° section 25 of the directive is replaced by section 241 of this Regulation.

2. Plans insured by the insurer

137.4.1 The provisions of section 137.5 and of sections 137.7 to 137.14 apply to an educational administrator who becomes totally disabled after March 31, 1994.

137.5 For the purposes of sections 137.7 to 137.13 and Subdivision 1.1 of this Division, the following terms and expressions mean:

"employment" or "rehabilitative employment": employment for which an educational administrator is reasonably qualified according to his education, training and experience; such employment may be an administrator position, in the case of an administrator or, in the case of a manager, in a management staff position or equivalent employment to that held prior to his appointment to an educational administrator, professional or teaching position or, in the case of a manager, a technical administrative or labour support position;

"total disability": total disability within the meaning of the compulsory basic long-term salary insurance plan;

"benefit": benefit that an educational administrator would have received had he been eligible for the compulsory basic long-term salary insurance plan.

137.6 The cost of the compulsory basic plans shall be shared by the government and all the participants of the plans according to the terms and conditions of the agreement concluded on June 22, 1994 between the Government of Québec and the associations representing the participants of the group insurance plans of management staff in the public and parapublic sectors for the duration of the said agreement.

The cost of the complementary plans shall be assumed entirely by the participants of those plans.

137.7 Where the board is advised by the insurer that an educational administrator no longer complies with the definition of total disability and that the payment of his benefit shall be suspended or refused, it may submit the disagreement to contest the insurer's decision to the Medical Arbitration Tribunal in order to establish whether the educational administrator complies with the definition of total disability in accordance with the medical arbitration agreement concluded with the insurer and provided that the educational administrator agree that the disagreement be submitted to the tribunal for a final decision. The disagreement may be submitted directly to the tribunal or after the employer has required, at its expense, that the educational administrator undergo a medical examination.

However, the board that concurs with the insurer's decision shall offer the educational administrator a position in writing.

An educational administrator may, under the conditions prescribed in the medical arbitration agreement, submit the disagreement to the Medical Arbitration Tribunal to contest the insurer's decision according to which he does not comply with the definition of total disability within 90 days of the date on which the insurer's decision becomes effective. In such case, the board shall not assume any costs.

137.8 The board shall pay an educational administrator a salary equal to the benefit he was receiving for the period beginning on the date on which the payment of benefits was suspended or the refusal of payment came into effect and ending on the date of the Medical Arbitration Tribunal decision provided the following conditions are met:

1° the educational administrator was party to the medical arbitration agreement concluded with the insurer;

2° the disagreement between the board and the insurer or between the educational administrator and the insurer was validly submitted to the Medical Arbitration Tribunal for a final decision in accordance with the medical arbitration agreement concluded with the insurer.

137.9 Where the Medical Arbitration Tribunal confirms that an educational administrator does not comply with the definition of total disability, the contributions of both the board and the educational administrator to the insurance and pension plans shall be paid retroactively to the date on which the payment of benefits was suspended or the refusal of payment came into effect and the educational administrator shall continue to receive from the board a salary equal to the benefit until such time as it offers him a position. Where an educational administrator submits the disagreement to the tribunal, he must reimburse the board for the salary paid to him.

Where the Medical Arbitration Tribunal confirms an educational administrator's total disability, the board shall continue to pay the salary equal to the benefit until such time as the benefit is paid by the insurer. The insurer shall reimburse the board the amounts paid and the latter shall reimburse an educational administrator, where applicable, for the arbitration and medical examination costs assumed.

137.10 An educational administrator who accepts the position offered by the board under the provisions prescribed in sections 137.5 to 137.13 shall receive the classification and salary corresponding to his new position.

Contributions of both the educational administrator and the board to the insurance and pension plans shall be determined on the basis of that salary.

137.11 During the waiting period for a position, if the board and the educational administrator agree with the insurer's decision according to which the educational administrator does not comply with the definition of total disability or, on the date of the Medical Arbitration Tribunal's decision to this effect, the educational administrator receives a salary equal to the benefit and the contributions of both the educational administrator and the board to the pension and insurance plans shall be determined on the basis of that salary. The board may use the educational administrator's services temporarily during that period.

137.12 An educational administrator who does not comply with the definition of total disability after the first 104 weeks of total disability must accept a position

offered to him in an organization in the education sector situated in his school region, except for the period during which he submitted his disagreement with the insurer to the Medical Arbitration Tribunal. Refusal on the part of the educational administrator to accept the position offered shall entail his dismissal. Before proceeding with the dismissal, the board shall forward a 15-working day notice to the educational administrator along with a copy to the committee prescribed in section 137.14.

During that period, the committee may make appropriate recommendations in accordance with section 137.14.

The duration of the regular workweek of such position must not be less than that of the position held by an educational administrator at the beginning of the total disability.

137.13 The salary paid to an educational administrator, equal to the benefit, resulting from the application of the provisions prescribed in this Subdivision, cannot extend beyond the date on which the payment of benefits ceases as prescribed in the master policy.

137.14 A committee shall be set up, at the request of one of the parties, to analyze any problem dealing with the return to work and to propose appropriate solutions to the problems encountered by a board, an educational administrator and an insurer, particularly in the case of a return to work which could involve the temporary use of the educational administrator's services or his moving. This committee shall be composed of:

— a representative designated by the associations of educational administrators of school boards for Catholics;

— a representative designated by the associations of school administrators of school boards for Catholics;

— a representative designated by the associations of administrators of school boards for Protestants;

— a representative designated by the Fédération des commissions scolaires du Québec;

— a representative of the Quebec School Boards Association;

— a representative of the ministère de l'Éducation.

The committee may call upon the services of resource people, where applicable.

137.14.1 Notwithstanding the provisions of this subdivision, the provisions dealing with the definition of disability, as regards benefits and the definition of a period of disability in effect on March 31, 1994, shall continue to apply to an educational administrator who is disabled on that same date and section 122 shall not apply to him.

§1.1 Rehabilitation

137.15 An educational administrator shall be eligible for rehabilitation if he meets the following eligibility criteria:

1° total disability began after March 31, 1994 and the educational administrator has been totally disabled for six months or more;

2° total disability began more than two years prior to the earlier of the following dates:

- a) his 65th birthday;
- b) the earlier date on which he becomes eligible for:
 - i. a retirement pension without actuarial reduction calculated with 35 years of service credited to his pension plan;
 - ii. an actuarially reduced retirement pension the amount of which would correspond to that of a retirement pension without actuarial reduction calculated with 35 years of service credited to his pension plan.

Notwithstanding the first paragraph, an educational administrator shall not be eligible for rehabilitation in the following circumstances:

- 1° the attending physician or the insurer confirms that the return to work can be assured without any rehabilitation;
- or
- 2° the insurer confirms that an educational administrator will not return to work;
- or
- 3° the insurer confirms that an educational administrator does not qualify for rehabilitation.

137.16 An educational administrator to whom the board has offered rehabilitative employment in writing must inform the latter in writing whether he accepts or refuses such rehabilitative employment, regardless of whether the rehabilitation commences before or after the first 104 weeks of disability.

The duration of the regular workweek of such employment must not be less than that of the educational administrator at the beginning of his total disability.

137.17 The period during which an educational administrator holds, on a trial basis, rehabilitative employment cannot have the effect of extending the period of total disability under the short-term salary insurance plan beyond 104 weeks.

137.18 An educational administrator whose rehabilitation occurs during the first 104 weeks of disability shall be considered as totally disabled for that period and shall receive for the time worked while holding rehabilitative employment a short-term salary insurance benefit equal to 90 % of the salary to which he would have been entitled had he been at work in the position he held prior to his total disability and, for the time not worked or the waiting period for such employment, if need be, a short-term salary insurance benefit equal to 70 % of that salary.

However, an educational administrator whose rehabilitation occurs during employment held prior to his total disability shall receive his salary for the time worked.

137.19 An educational administrator whose partial rehabilitation occurs after the 104th week of total disability shall benefit from the provisions prescribed in section 137.18 up to the end of the 104th week of disability.

From the 105th week to the end of the rehabilitation, an educational administrator shall receive for the time worked the salary earned from rehabilitative employment, provided that it not be less than the compulsory basic long-term salary insurance benefit and, for the time not worked, a salary equal to that benefit.

137.20 An educational administrator whose total rehabilitation occurs after the 104th week of total disability shall receive for the time worked the salary earned from rehabilitative employment, provided that it not be less than the compulsory basic long-term salary insurance benefit.

137.21 The period spent in training or professional development prescribed in the rehabilitation program approved by the insurer shall be considered as time worked.

137.22 An educational administrator shall be assigned the classification and the salary of the rehabilitative employment at the end of the 104th week of disability or, where applicable, at the end of the rehabilitation if the latter ends after the 104th week.

Contributions of both the educational administrator and the board to the insurance and pension plans shall be determined on the basis of the salary earned from the rehabilitative employment.”

13. The said Regulation is amended by inserting, after section 153, the following section 153.1:

“**153.1** An educational administrator who receives a benefit under the compulsory basic long-term salary insurance plan may choose to take, in lieu of that benefit, a total preretirement leave prescribed in sections 149 and 152, but such total preretirement cannot exceed the earlier of the dates on which the benefit that would have otherwise been applicable to him under that plan ceases.”

14. Sections 158 and 159 of the said Regulation are replaced by the following section 158:

“**158.** The vacation of a teacher appointed on a regular basis to an educational administrator position shall be determined in proportion to the number of months worked in this capacity during the school year of his appointment, regardless of the date on which he assumed the position.”

15. Section 215 of the said Regulation is replaced by the following:

“**215.** The salary readjustment procedure prescribed in sections 108 to 110 shall apply to an educational administrator on reserve who is demoted or reassigned outside the plan where his new salary is lower than that he was being paid while on reserve, without taking into account the two-year maximum period prescribed in section 110.”

16. Chapter 7 of the said Regulation is replaced by the following:

“CHAPTER 7 RIGHT OF APPEAL

223. In this chapter, the word “association” means the educational administrator himself when the latter is not a member of an association and the expression “working days” means the days from Monday to Friday inclusively with the exception of legal holidays and days during the month of July.

DIVISION 1 LOCAL COMMITTEE

224. This Division applies to an educational administrator’s grievance dealing with the application or interpretation of this Regulation.

Notwithstanding the first paragraph, this Division shall not apply to an educational administrator who is on probation and whose grievance is related to staff changes.

Moreover, in the case of a grievance related to staff changes or termination of the relationship of employ-

ment, it may or may not be submitted to the local committee.

225. An educational administrator shall have 20 working days from the fact or his knowledge of the fact giving him right to recourse in which to submit the grievance to his association.

226. The association shall have 20 working days from the date on which it receives the grievance in which to request in writing a meeting of the representatives appointed by the board and the association in order to study the grievance; the meeting must be held no later than 20 working days following the date on which the board receives the request. The educational administrator concerned may, if he so requests, attend the meeting.

The association’s request must contain the names of its representatives, a statement of the facts giving rise to the grievance and the required corrective measure(s) without prejudice.

227. Within 20 working days from the date on which the meeting is held, the school board shall inform the educational administrator in writing of its decision and the reasons therefor, with a copy to the association.

DIVISION 2 APPEALS COMMITTEE

228. This Division applies to the following cases:

1° where an educational administrator is not satisfied with a decision by the board in accordance with section 227, or where the board did not make its decision known within the time limit prescribed in section 227 concerning a grievance dealing with the application or interpretation of this Regulation, he shall have 20 working days following receipt of the board’s decision or the expiry of the time limit prescribed in section 227 in which to submit his grievance in writing through his association;

2° where an educational administrator, except for the educational administrator who is on probation, wishes to contest his dismissal, non-renewal or termination of employment, demotion or reassignment outside the plan, he shall have 20 working days following receipt of the board’s written notice in which to submit his grievance in writing through his association.

However, this Division applies to a regular full-time educational administrator who completed the probation period as such and who is on probation as a regular part-time educational administrator.

Notwithstanding the first paragraph of paragraph 2 of this section, this Division applies to an educational administrator whose employment is not renewed by reason of the application of section 186 and whose grievance involves the application of that section with respect to the two years of service in the employ of the board or involves the application of section 187 concerning the 60-day notice.

The grievance notice must contain the name of the educational administrator concerned, a statement of the facts giving rise to the grievance and the required corrective measure(s) without prejudice.

229. The grievance must be forwarded to the first chairman of the Appeals Committee, with a copy to the board and the Fédération des commissions scolaires du Québec and must contain the name of the representative designated by the association concerned. The address of the first chairman of the Appeals Committee is the following:

Grefe des Comités de recours et d'appel, Palais de Justice, 300, boulevard Jean-Lesage, bureau 5.12, Québec, Québec, G1K 8K6.

230. The Appeals Committee shall be composed of a chairman, a representative of the association and a representative of the Fédération des commissions scolaires du Québec whose name is forwarded in writing to the first chairman of the Appeals Committee and to the educational administrator's representative within 15 working days from the date on which it receives a copy of the grievance.

231. The two representatives shall have 20 working days from the date on which the educational administrator's representative receives a copy of the board's notice specified in section 230, in which to designate a chairman who, with the two representatives, shall form the Appeals Committee.

Failing agreement on the choice of a chairman within the time limit prescribed in the preceding paragraph, no later than 15 working days as of the date of the expiry of the time limit, it shall be the responsibility of the first chairman of the Appeals Committee to appoint the chairman from a list of chairmen approved by the Comité consultatif des cadres.

232. The first chairman of the Appeals Committee shall be chosen by the Comité consultatif des cadres.

233. The Appeals Committee shall convene the parties as soon as possible, but no later than 20 working

days following the appointment of the chairman of the Appeals Committee and shall proceed in the manner it determines, subject to the following provisions:

1° where the grievance deals with the dismissal, non-renewal or termination of employment, demotion or reassignment outside the plan of an educational administrator, prior to the study of the case by the Appeals Committee, a preliminary meeting shall be held, the date of which is set after consultation of the two representatives and at which the parties shall present and discuss, without prejudice, the following points with the chairman:

- list of documents to be tabled;
- number of witnesses to be heard;
- anticipated duration of testimony;
- admission;
- preliminary objections;
- expedient and effective methods in which to conduct the hearing;
- any other issue determined by the chairman;

2° subject to section 234, the hearings of the Appeals Committee shall begin with a short statement by each of the parties which shall include:

- statement of facts as perceived by the party;
- statement of contentious issue(s);
- brief statement of party's allegations;
- statement of party's requests;

3° the chairman of the Appeals Committee shall forward a notice to the Records Office of the Recourse and Appeals Committees no later than 20 working days prior to the date of the Appeals Committee hearing confirming the latter.

234. The Appeals Committee shall determine whether the grievance is admissible and shall dispose of any preliminary objections.

235. The association concerned, the Fédération des commissions scolaires du Québec and the Ministère may individually or collectively intervene and make any representation that they deem appropriate to the Appeals Committee.

236. Where the grievance covered by paragraph 1° of section 228 involves the application or interpretation of the following provisions of this Regulation, the Appeals Committee shall determine whether the board's decision complies with the provisions of the regulation:

1° Chapter 1, sections 1 and 2;

2° Chapter 4; Divisions 2 and 6, when the grievance deals with the calculation of salary, Divisions 7, 7.1, 8, 9 and Divisions 11 to 14;

3° Chapter 6, except for sections 179, 180 and 222;

4° Chapter 7;

5° Schedule 3.1; Schedule 4, except for section 1; Schedules 5, 6 and 8; Schedule 9, except for section 1.

Where the Appeals Committee determines that this decision does not comply with the provisions of this Regulation, it may change the decision wholly or in part.

The Appeals Committee may not, by its decision, modify, add to or subtract from the provisions of this Regulation.

Decisions of the Appeals Committee shall be unanimous or taken by a majority and must include the reasons therefor; any member dissenting from a decision or part of it may make a separate report.

The decision of the Appeals Committee shall be sent to the parties within 30 working days from the last hearing day. However, a decision shall not be invalid solely because it is sent after the expiry of the prescribed time limit.

The board shall implement the Appeals Committee's decision within 20 working days from the date on which such decision was sent.

Decisions of the Appeals Committee shall be final, executory and shall bind the parties.

237. Where the grievance covered by paragraph 1° of section 228 involves the application and interpretation of the provisions of this Regulation other than those mentioned in section 236, the Appeals Committee shall study the grievance, carry out its investigation, if need be, and shall send its recommendations to the parties.

Recommendations of the Appeals Committee shall be unanimous or by a majority and must include the reasons therefor.

The recommendations of the Appeals Committee shall be sent to the parties within 30 working days from the last hearing day. However, a decision shall not be invalid solely because it is sent after the expiry of the prescribed time limit.

The board shall inform the educational administrator concerned of its decision and the reasons therefor in writing within 20 working days of the receipt of the Appeals Committee's recommendations. A copy of this decision shall be sent to the Appeals Committee members and to the first chairman of the Appeals Committee.

238. Where a grievance deals with the dismissal, non-renewal or termination of employment, demotion or reassignment outside the plan of an educational administrator, the Appeals Committee shall determine whether the reasons for the board's decision are fair and sufficient.

The decision of the Appeals Committee shall be sent to the parties within 40 working days from the last hearing day. However, a decision shall not be invalid solely because it is sent after the expiry of the prescribed time limit.

Where the Appeals Committee considers that the reasons for the board's decision are not fair and sufficient, the parties shall have 20 working days from the Appeals Committee's decision in which to find a satisfactory solution.

Where agreement is reached, the parties shall jointly inform the chairman of the Appeals Committee.

Where no agreement has been reached at the expiry of the time limit prescribed in the third paragraph, the Appeals Committee shall determine, if need be, the amount of compensation for the actual loss of salary incurred and may:

1° order the board to reinstate the educational administrator in an administrator position, except for a management staff position, in the case of an administrator or, in the case of a manager, in a management staff position, as determined by the board.

However, an educational administrator whose salary in his position is less than that of his former classification shall receive the progressive salary according to his former classification;

2° order the board to reinstate the educational administrator in a position compatible with his qualifications determined by the board. Moreover, the Appeals Committee may order the board to apply the salary readjustment procedure described in sections 108 to 110 without taking into account the maximum two-year period prescribed in section 110;

3° order the board to pay the educational administrator a compensation allowance equal to two months of salary per year of service as an educational administrator, but shall not be less than three months of salary or greater than twelve months of salary.

The decision of the Appeals Committee shall be sent to the parties within 20 working days of the expiry of the time limit prescribed in the third paragraph of this section. However, a decision shall not be invalid solely because it is sent after the expiry of the prescribed time limit.

The board must implement the Appeals Committee's decision within 20 working days of the date on which such decision was sent.

Decisions of the Appeals Committee shall be unanimous or taken by a majority and must include the reasons therefor; any member dissenting from the decision or part of it may make a separate report.

Decisions of the Appeals Committee shall be final and shall bind the board and the educational administrator.

Notwithstanding the preceding paragraph, an educational administrator may refuse the application of the provisions of paragraph 1° or 2° of this section within a maximum period of 10 working days of the Appeals Committee's decision. In such case, an educational administrator shall be deemed to have resigned and shall receive the compensation allowance prescribed in this section in addition to the compensation for the actual loss of salary incurred as set by the Appeals Committee.

239. The fees and expenses incurred by the chairman of the Appeals Committee shall be borne by the Ministère.

Notwithstanding the preceding paragraph, if the chairman of the Appeals Committee is informed of the cancellation or deferral of the preliminary meeting or hearing date by telephone or in writing at the least 15 working days prior to the date set, the reimbursement of the honoraria and, where applicable, the expenses of the chairman of the Appeals Committee shall be borne by the party or parties which initiated the request, namely the association or the board concerned.

240. The fees and expenses incurred by the other two members of the Appeals Committee shall be borne by the parties they represent.

241. An educational administrator who is dismissed or whose employment is not renewed or terminated and who submits a grievance to the Appeals Committee shall continue to participate in the standard life insur-

ance plan. He may also continue to participate in the insured plans according to the provisions prescribed in the master policy until such time as the Appeals Committee renders its decision or the parties reach a settlement, provided a written request to this effect is forwarded to the insurance company concerned within 90 days of the date on which he is dismissed or his employment is not renewed or terminated. An educational administrator who continues to participate in the insured plans shall also continue to participate in the survivor's pension plan by paying the total premium determined by the Commission administrative des régimes de retraite et d'assurances to cover the cost of the plan.

In the event of a decision rendered by the Appeals Committee in favour of the educational administrator or a settlement reached by the parties, the educational administrator shall be entitled to the reimbursement of the contribution normally paid by the board for the insured plans and the premium paid to cover his continued participation in the survivor's pension plan, retroactively to the date of his dismissal or non-renewal or termination of employment and, should the educational administrator be reinstated, any total disability that began since that date shall then be recognized.

DIVISION 3 TIME LIMITS

242. In exceptional cases, the time limits prescribed in this Chapter may be modified by written agreement between the parties."

17. The expression "Undergraduate degree in a relevant field of study" mentioned in paragraphs 1.1 to 1.7, 2.1 to 2.8, 3, 4.1 and 5.1 of Schedule 1 of this Regulation is replaced by the following:

"Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold an administrator or senior administrator position, excluding a manager's position, in a board."

18. Schedule 4 of the said Regulation is amended by replacing paragraph 1° of section 3 by the following:

"1° the duration of the progressive retirement plan which may be from one to five years;"

19. Schedule 5 of the said Regulation is replaced by Schedule 5 attached to this Regulation:

20. The said Regulation is amended by replacing the title after section 2 of Schedule 8 by the following:

"Insurance Plans".

21. Sections 3 to 7 of Schedule 8 of the said Regulation are replaced by the following sections:

“3. Unless there are provisions to the contrary, a part-time educational administrator shall be covered by the following insurance plans:

1° Plans insured by the Government of Québec and described in Subdivision 1 of Division 8 of Chapter 4 are as follows:

- a) a standard life insurance plan;
- b) a short-term salary insurance plan;
- c) a survivor's pension plan.

2° Plans insured by the insurer and described in the master policy of the insurance plans and in sections 137.4.1 to 137.14.1 are as follows:

- a) compulsory basic plans:
 - i. a life insurance plan;
 - ii. a health-accident insurance plan. This plan shall not apply, however, to an educational administrator whose application for exemption is accepted by the board in accordance with the insurance contract;
 - iii. a long-term salary insurance plan;
- b) complementary plans:
 - i. a compulsory long-term salary insurance plan;
 - ii. an optional supplemental life insurance plan;
 - iii. an optional supplemental health-accident insurance plan.

4. A part-time educational administrator shall be eligible for the insurance plans upon the expiry of a three-month waiting period from the date of his entry into service, provided he is at work. If he is unable to work on that date, he shall be eligible for the plans on the date of his return to work.

However, subject to the specific provisions prescribed to this effect in the master policy of the insured plans, an educational administrator who formerly held a position with an employer in the public or parapublic sector and who was eligible for a group insurance plan applicable to employees in that sector shall be eligible for the insurance plans on the date of his entry into service, provided his former position terminated not more than 30 days prior to the date of his entry into service and that he provide the necessary proof concerning his former position.

5. A part-time educational administrator whose workweek is less than 70 % of that of a full-time educational

administrator shall have life insurance equal to \$3,200 payable to his beneficiaries.

6. The provisions prescribed in Subdivision 1, with the exception of sections 120, 121 and 125, and in Subdivision 1.1 of Division 8 of Chapter 4 of this Regulation apply to part-time educational administrators.

7. The provisions concerning the insurance plans for regular full-time educational administrators shall apply to a regular part-time educational administrator whose regular workweek is equal to or greater than 70 % of that of a regular full-time educational administrator.”

22. Schedule 9 of the said Regulation is amended by replacing section 4 by the following:

“4. An educational administrator must return to work, following his sabbatical leave, for a period equal to that of the leave. An educational administrator may return to work during the contract or following its expiry.”

23. Schedule 9 of the said Regulation is amended by inserting, after section 8, the following sections 8.1 and 8.2:

“8.1 Notwithstanding any provision to the contrary as a result of benefits and conditions of which an educational administrator may avail himself during the contract, the duration of the leave must be at least six consecutive months and the leave cannot be interrupted under any circumstances, regardless of its duration.

8.2 Notwithstanding any provision to the contrary as a result of benefits and conditions of which an educational administrator avails himself during the contract, the sabbatical leave must start no later than six years from the date on which an educational administrator's salary began to be deferred.”

24. Schedule 9 of the said Regulation is amended by inserting, after section 13, the following section 13.1:

“13.1 The purpose of this plan shall not be the payment of benefits at the time of retirement nor the deferral of income tax. Moreover, during the sabbatical leave, an educational administrator cannot receive any remuneration from the board or from another person or company with which the board has ties in accordance with tax legislation requirements other than the amount corresponding to the percentage of his salary for the duration of the contract.”

25. The said Regulation is amended by inserting, after Schedule 9, Schedules 10 and 11 attached to this Regulation.

26. The said Regulation is amended by replacing the name “Association des cadres de Montréal” mentioned in the definition “association” in section 1, section 3 and section 234 by “Association des cadres de la Commission des écoles catholiques de Montréal”.

27. This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*. However, sections 94 and 102 of the said Regulation, amended by sections 8 and 9 of this Regulation, take effect as of July 1, 1996, section 123 of the said Regulation, amended by section 12 of this Regulation, takes effect as of January 1, 1995 and Schedule 11 of the said Regulation takes effect as of June 7, 1996.

SCHEDULE 5 PARENTAL RIGHTS

1. The provisions of this Schedule shall not have the effect of granting an educational administrator a monetary or non-monetary benefit to which he or she would not have been entitled had he or she remained at work.

For the purposes of this Schedule, spouse means either the man and the woman:

- 1° who are married and cohabiting;
- 2° who are living together as husband and wife and are the father and mother of the same child;
- 3° who have been living together as husband and wife for at least one year.

2. The maternity leave allowances prescribed in Section 1 shall be paid solely as a supplement to the employment insurance benefits or, in the cases stipulated hereinafter, as payment during a period of unemployment caused by a pregnancy for which employment insurance does not provide any benefits.

3. Where the granting of a leave is restricted to only one spouse, such restriction shall apply so long as the other spouse is also an employee of the public or parapublic sector.

4. The board shall not reimburse an educational administrator for the sums that could be required of her by Human Resources Development Canada under the Employment Insurance Act.

5. The salary, deferred salary and severance payments shall not be increased or decreased by the amounts received under the supplementary employment insurance benefits plan.

DIVISION 1 MATERNITY LEAVE

6. A pregnant educational administrator shall be entitled to a maternity leave of 20 weeks' duration which, subject to section 11 of this Schedule, must be consecutive.

The maternity leave may last for less than 20 weeks. Where an educational administrator returns to work within the two weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she has sufficiently recovered to resume work.

7. An educational administrator who becomes pregnant while she is benefiting from a leave without pay or a part-time leave without pay prescribed in this Schedule shall also be entitled to such maternity leave and to the benefits attached thereto.

8. An educational administrator who gives birth to a stillborn child after the beginning of the 20th week preceding the due date shall also be entitled to such maternity leave.

9. Should an educational administrator's spouse who is on maternity leave die, the remainder of the 20 weeks of maternity leave and the rights and benefits attached thereto shall be transferred to him.

10. The distribution of the maternity leave, before and after the birth, shall be the educational administrator's decision and shall include the day of the birth.

11. An educational administrator who has sufficiently recovered from delivery but whose child must remain in the hospital may interrupt her maternity leave by returning to work.

An educational administrator whose child is hospitalized within 15 days of birth shall also have this right.

The leave may be interrupted only once. It is completed when the child is brought home.

12. Where the birth occurs after the due date, an educational administrator shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has two weeks of maternity leave left after the birth.

Furthermore, an educational administrator may extend her maternity leave by six weeks if her child's health requires that she do so.

During these extensions, an educational administrator shall not receive any allowance or salary. However, she shall be entitled to the benefits prescribed in section 41 of this Schedule provided she is entitled to them.

13. To obtain a maternity leave, an educational administrator must notify the board at least three weeks prior to the date of departure. Such notice must be accompanied by a medical certificate attesting to the pregnancy and the due date.

The time limit regarding the presentation of the notice may be less if a medical certificate attests that an educational administrator must leave her job sooner than expected. In case of an unforeseen event, an educational administrator shall be exempted from the formality of the notice provided that she give the board a medical certificate stating that she had to leave her job immediately.

§1. Cases Eligible for Employment Insurance

14. An educational administrator who has accumulated 20 weeks of service and who, following the submission of a request for benefits in accordance with the employment insurance plan, receives such benefits, shall be entitled, during her maternity leave to receive:

1° for each week of the waiting period stipulated by the employment insurance plan, an allowance equal to 93 % of her basic weekly salary;

2° for each week she is receiving employment insurance benefits, a complementary allowance equal to the difference between 93 % of her basic weekly salary and the weekly employment insurance benefit that she is receiving.

This complementary allowance shall be calculated on the basis of the employment insurance benefits that an educational administrator is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the employment insurance plan.

The maternity leave allocation paid by the ministère de la Sécurité du revenu du Québec shall be deducted from the allowances to be paid under this Subdivision, this allocation is currently established at \$360.

However, in the case of an educational administrator who works for more than one employer, she shall receive an additional allowance which shall be equal to the difference between 93 % of the basic salary paid by the board and the percentage of the employment insurance benefits corresponding to the proportion of basic

weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, an educational administrator shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid by Human Resources Development Canada.

Where the number of weeks of employment insurance benefits is reduced by Human Resources Development Canada, where applicable, an educational administrator shall continue to receive the additional allowance without taking into account that reduction by Human Resources Development Canada as if she had, during that period, availed herself of the employment insurance benefits.

3° for each of the weeks that follow those described in paragraph 2° of this section, the board shall pay an educational administrator, up to the end of the 20th week of the maternity leave, an allowance equal to 93 % of her basic weekly salary.

15. An absent educational administrator shall accumulate service for purposes of eligibility for maternity allowances if her absence is authorized, particularly for total disability, and includes benefits or remuneration.

16. For the purposes of this Division, basic weekly salary means the educational administrator's regular salary and lump sums resulting from the annual increment or the salary readjustment procedure distributed on a weekly basis.

17. The board may not offset, by the allowance that it pays to an educational administrator on maternity leave, the reduction in the employment insurance benefits attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the board shall pay compensation if an educational administrator proves by means of a letter to this effect from the employer who pays this usual salary that the salary earned from another employer constitutes usual salary. Where an educational administrator proves that only a portion of this salary is usual, compensation shall be limited to that portion.

The employer who pays the usual salary as determined in the preceding paragraph must, at an educational administrator's request, produce such letter.

18. The total amounts received by an educational administrator during her maternity leave in employment insurance benefits, allowances and salary may not exceed 93 % of the basic salary paid by her employer or, where applicable, by her employers.

19. No allowance may be paid during the vacation period for which an educational administrator is paid.

20. The allowance due for the first two weeks shall be paid by the board in the two weeks following the beginning of the leave; the allowance due after this date shall be paid at two-week intervals. In the case of an educational administrator who is eligible for employment insurance benefits, the first installment shall only become payable 15 days after the board receives proof that she is receiving employment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by Human Resources Development Canada to the board by means of a computerized statement shall be considered as proof.

21. Service shall be calculated with all the employers in the public or parapublic sector.

22. An educational administrator may defer a maximum of four weeks' annual vacation if it falls within her maternity leave and if she notifies the board in writing of the date of such deferral no later than two weeks before the termination of the said maternity leave.

§2. Cases not Eligible for Employment Insurance

23. Any educational administrator who is excluded from employment insurance benefits or who is declared ineligible shall also be excluded from any other allowance. However, a full-time educational administrator who has accumulated 20 weeks of service shall also be entitled, for ten weeks, to an allowance equal to 93 % of her basic weekly salary in accordance with this Division for 10 weeks if she is not eligible for employment insurance benefits because she did not hold an insurable job for at least 20 weeks during the reference period stipulated in the employment insurance plan.

DIVISION 2 PATERNITY LEAVE

24. An educational administrator whose spouse gives birth shall be entitled to a paternity leave for a maximum period of 5 working days. This paid leave may be discontinuous but must be taken between the beginning of the delivery and the fifteenth day following the mother's or the child's return home.

DIVISION 3 LEAVES FOR ADOPTION AND LEAVES WITHOUT PAY WITH A VIEW TO ADOPT

25. An educational administrator who legally adopts a child shall be entitled to a leave of absence for a maximum period of 10 consecutive weeks provided that

his or her spouse not also benefit from such leave. This leave must be taken following the child's placement order or an equivalent procedure in the case of an international adoption in accordance with the adoption plan.

26. An educational administrator who legally adopts a child and who does not benefit from the leave for adoption prescribed in section 25 of this Schedule shall be entitled to a leave for a maximum period of five working days, of which only the first two shall be remunerated.

This leave may be discontinuous but it may not be taken more than 15 days following the child's arrival home.

However, if it involves the spouse's child, an educational administrator shall be entitled only to a leave without pay for a maximum period of two working days.

27. For every week an educational administrator is on the leave prescribed in section 25 of this Schedule, an educational administrator shall receive an allowance equal to the salary such educational administrator would have received had he or she been at work.

28. An educational administrator shall benefit, with a view to adopt a child, from a leave without pay of a maximum duration of 10 weeks as of the date he or she assumes full legal responsibility for the child.

29. An educational administrator who must travel outside of Québec in order to adopt a child shall be granted, for that purpose and upon written request to the board four weeks in advance where possible, a leave without pay for the time necessary for such travel. If full legal responsibility for the child so results, the maximum duration of the leave without pay shall be 10 weeks in accordance with section 28 of this Schedule.

30. Sections 25 and 28 of this Schedule shall not apply to an educational administrator who adopts his or her spouse's child.

31. The leave for adoption prescribed in section 25 of this Schedule may take effect on the date of the beginning of the leave without pay with a view to adopt, if the duration of the latter is 10 weeks and if the educational administrator so decides after the placement order.

When the leave for adoption takes effect on the date of the beginning of the leave without pay, an educational administrator shall be entitled only to the benefits prescribed in the leave for adoption.

DIVISION 4

LEAVES WITHOUT PAY

32. The maximum duration of the leave without pay as extended maternity leave, paternity leave or leave for adoption shall be two years.

An educational administrator who wishes to terminate such leave during the first 34 weeks must submit a written notice to this effect at least 21 days prior to his or her return.

An educational administrator who does not avail himself or herself of his or her leave without pay may, for the portion of the leave that his or her spouse has not used, benefit, at his or her choice, from a leave without pay.

33. An educational administrator who does not avail himself or herself of the leave prescribed in section 32 of this Schedule may benefit, after the birth or adoption of a child, from a leave without pay for a maximum period of 34 continuous weeks which begins at the time the educational administrator chooses and ends no later than one year after the birth or, in the case of adoption, one year after he or she assumes full legal responsibility for the child. However, this paragraph shall not apply to an educational administrator who adopts his or her spouse's child.

An educational administrator who wishes to terminate his or her leave before the anticipated date must submit a written notice to this effect at least 21 days prior to his or her return.

34. A leave without pay or a part-time leave without pay for a maximum period of one year shall be granted to an educational administrator whose minor child experiences socio-emotional problems or whose minor child is handicapped or ill and who requires his or her care.

35. An educational administrator may be absent from work for a maximum of six days per year, in cases where his or her presence is required, to fulfill obligations relating to the health, safety or education of his or her child; the days thus used shall be deducted from the educational administrator's bank of sick-leave days and, failing that, the days of absence shall be without pay.

36. Subject to sections 32 and 33 of this Schedule, an educational administrator who is absent from work without pay to extend a leave prescribed in this Schedule must agree in advance with the board on the terms and conditions of his or her absence and of his or her eventual return to a position within the plan.

Notwithstanding the first paragraph, upon an educational administrator's return from a maximum 12-week leave without pay, he or she shall be reinstated in the duties that he or she would have had had he or she been at work, subject to the provisions concerning employment stability.

DIVISION 5

OTHER SPECIAL LEAVES AND PREVENTIVE REASSIGNMENT

37. An educational administrator shall be entitled to a special leave in the following cases:

1° when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; such special leave cannot be extended beyond the beginning of the eighth week preceding the due date;

2° upon presentation of a medical certificate prescribing the duration, when a natural or induced miscarriage occurs before the beginning of the 20th week preceding the due date;

3° for medical examinations related to the pregnancy carried out by a health professional and attested to by a medical certificate or for examinations carried out by a midwife pursuant to the Act respecting the practice of midwifery within the framework of pilot projects (1990, c. 12).

38. As regards the examinations referred to in paragraph 3° of section 37 of this Schedule, an educational administrator shall benefit from a paid special leave for a maximum of four days which may be taken in half-days.

39. During the special leaves granted under this Division, an educational administrator shall be entitled to the benefits prescribed in sections 41 and 44 of this Schedule.

Notwithstanding paragraph 1° of section 41 of this Schedule, an educational administrator covered by section 37 of this Schedule may also avail herself of the benefits of the salary insurance plan. However, in the case of paragraph 3 of section 37 of this Schedule, an educational administrator must first have used up the four days prescribed in section 38 of this Schedule before benefiting from the short-term salary insurance plan.

40. An educational administrator who benefits from preventive reassignment by virtue of the Act respecting occupational health and safety shall avail herself of the benefits prescribed in sections 22 and 41 of this Schedule insofar as she is normally entitled to them and may

subsequently avail herself of the provision prescribed in section 44 of this Schedule.

DIVISION 6

OTHER PROVISIONS

41. During a maternity leave or a 10-week leave for adoption, an educational administrator shall avail himself or herself of the following benefits, insofar as he or she is normally entitled to them:

1° insurance plans excluding salary insurance benefits. However, in the case of a maternity leave, the board shall assume all the premiums of the compulsory complementary plans and the educational administrator shall be exempted from the payment of premiums to the optional insurance plans;

2° accumulation of vacation;

3° accumulation of experience and continuous service for stability of employment purposes;

4° regional disparity allowances.

Notwithstanding paragraph 4°, the maternity leave benefits applicable cannot exceed 93 % of the amount that constitutes the basic weekly salary and the regional disparity allowances.

42. During a leave without pay in accordance with this Schedule, an educational administrator shall maintain his or her experience and his or her continuous service shall not be interrupted. The insurance plans shall apply to an educational administrator in accordance with the provisions prescribed in section 123 of the Regulation.

43. The board and an educational administrator shall agree, in advance, on the terms and conditions of a maternity leave, a paternity leave, a leave for adoption or a leave without pay with a view to adopt.

44. When an educational administrator returns from a maternity leave, a leave for adoption or a leave without pay with a view to adopt, he or she shall be reinstated in the position he or she would have had had he or she been at work, subject to the provisions concerning employment stability.

SCHEDULE 10

GRADUAL PRERETIREMENT PLAN

1. The gradual preretirement plan is designed for an educational administrator who, for a period immediately preceding his retirement, wishes to reduce his work-

week by using sick-leave days to his credit in accordance with sections 149 to 152.

In such case, the actual workweek cannot be less than 40 % of the duration of the regular workweek of a regular full-time educational administrator.

2. The granting of a gradual preretirement shall be the object of a prior written agreement between an educational administrator and his board and shall take the needs of the board into account. This agreement shall specify the terms and conditions of the gradual preretirement plan including the duration, proportion of time worked and organization thereof.

3. An educational administrator who benefits from a gradual preretirement plan shall be entitled to the short-term salary insurance plan in proportion to the time actually worked prescribed in the agreement.

SCHEDULE 11

TRANSITIONAL MEASURES

1. Notwithstanding the last paragraph of section 2 of this Regulation a monetary benefit paid to an educational administrator in accordance with the early departure incentive program of the Ministère (school boards and colleges) shall be deemed paid in accordance with this Regulation.

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Gouvernement du Québec

O.C. 125-97, 5 February 1997

Education Act
(R.S.Q., c. I-13.3)

Catholic School Boards

— Directors-General and Assistant Directors-General

— Conditions of Employment

— Amendments

Regulation to amend the Conditions of Employment of Directors-General and Assistant Directors-General of Catholic School Boards Regulation

WHEREAS under section 451 of the Education Act (R.S.Q., c. I-13.3), the Government may, by regulation, establish for all or certain school boards, a classification of positions, the maximum number of positions in each job category, working conditions, remuneration, recourses and rights of appeal of the members of the staff

who are not members of a certified association within the meaning of the Labour Code (R.S.Q., c. C-27);

WHEREAS the Government made the Conditions of Employment of Directors-General and Assistant Directors-General of Catholic School Boards Regulation, enacted by Order-in-Council 1326-84, dated June 6, 1984;

WHEREAS it is expedient to amend such regulation;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Education:

THAT the Regulation to amend the Conditions of Employment of Directors-General and Assistant Directors-General of Catholic School Boards Regulation, attached hereto, be made.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Regulation to amend the Conditions of Employment of Directors-General and Assistant Directors-General of Catholic School Boards Regulation

Education Act
(R.S.Q., c. I-13.3., s. 451)

1. The Conditions of Employment of Directors-General and Assistant Directors-General of Catholic School Boards Regulation enacted by Order-in-Council 1326-84 dated June 6, 1984 and amended by the regulations enacted by Orders-in-Council 858-85 dated May 8, 1985, 426-86 dated April 9, 1986, 1715-86 dated November 19, 1986, 951-87 dated June 17, 1987, 1459-88 dated September 28, 1988, 1858-88 dated December 14, 1988, 1691-89 dated November 1, 1989, 1515-90 dated October 24, 1990, 809-91 dated June 12, 1991, 892-92 dated June 17, 1992, 932-92 dated June 23, 1992, 1136-92 dated August 5, 1992 and 1062-93 dated July 21, 1993, 402-94 dated November 23, 1994 and 1121-94 dated July 20, 1994 is further amended by replacing the definition of “salary” found in section 1 by the following:

“salary”: remuneration paid to an executive in accordance with the salary scales prescribed in this Regulation or in sections 71.8 to 71.11, 71.19 or 71.20, excluding lump-sum payments, lump-sum bonuses and regional disparity allowances.

2. Section 1 of the said Regulation is amended by inserting, after the definition of “appointment”, the following definition:

““agency in the public or parapublic sector”:

— the ministries, persons or agencies the personnel of which is named or remunerated according to the Civil Service Act;

— the persons or agencies whose operational budgets are taken from the consolidated revenue fund or appear in whole or in part in the budgetary forecasts submitted to the National Assembly;

— the school boards, colleges and establishments within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, the governmental agencies covered by this law and the educational institutions at the university level within the meaning of the Act respecting educational institutions at the university level;

— the agencies or enterprises and their totally owned subsidiaries which must produce an annual report which must be deposited at the National Assembly.”

3. Section 11 of the said Regulation is replaced by the following section:

“**11.** In exceptional cases, following a notice of the selection committee set up by the board stating that none of the qualified candidates meets all the requirements prescribed by the board for a given position and after consultation with local association representatives, the board may refer to the committee one or more candidates whose complementary or superior academic background to that prescribed compensates for a lesser number of years of experience than that prescribed as a required minimum qualification or vice-versa.

In such case, the board may the appoint a candidate from among those who, in the committee’s opinion, meet all the requirements prescribed by the board.

The terms and conditions for applying this section shall be determined by the board in consultation with the association.”

4. Section 38 of the said Regulation is replaced by the following:

“**38.** An executive who is reclassified in a new grade where the maximum of the salary scale is less than that of his former class shall receive, from the date of his reclassification, the salary specified for his new class which corresponds to a decrease in salary not exceeding 5 % of the salary that he was receiving before reclassification. However, his new salary cannot be greater than the maximum nor less than the minimum of the salary scale for his new class.”

5. Section 47 of the said Regulation is replaced by the following section:

“**47.** This Subdivision applies to an executive covered by a provision of this Regulation prescribing the application of the procedure.

However, this Subdivision does not apply to staff changes related to Subdivisions 1 and 1.1 of Division 6 of Chapter 4”.

6. Subdivisions 1, 1.1 and 1.2 of Division 6 of Chapter 4 of the said Regulation are replaced by the following Subdivisions 1 and 1.1:

“**§1. Insurance Plans**

54. In Subdivisions 1 and 1.1 of this Division, unless the context indicates otherwise, the following terms and expressions mean:

“insurer”: an insurance company that has concluded a contract with the Government of Québec for the purposes of providing coverage to management staff in the public and parapublic sectors;

“insurance plans”: group insurance plans offered to management staff in the public and parapublic sectors;

“pay”: salary applicable to an executive during a period of absence covered by short-term salary insurance including:

1° the lump-sum payment resulting from the application of the rules respecting salary review, where applicable;

2° the lump-sum payment resulting from the salary readjustment procedure in the case of a reclassification or reassignment outside the plan for the period during which this lump sum is paid, where applicable;

3° the isolation and distance premium or retention premium, where applicable;

55. Unless there are provisions to the contrary, an executive shall be covered by the following insurance plans:

1° Plans insured by the Government of Québec and described in this Subdivision are as follows:

- a) a standard life insurance plan;
- b) a short-term salary insurance plan;
- c) a survivor’s pension plan.

2° Plans insured by the insurer and described in the master policy of the insurance plans and in sections 71.5.1 to 71.14.1 are as follows:

a) compulsory basic plans:

- i. a life insurance plan;
- ii. a health-accident insurance plan. This plan shall not apply, however, to an executive whose application for exemption is accepted by the board in accordance with the insurance contract;
- iii. a long-term salary insurance plan;

b) complementary plans:

- i. a compulsory long-term salary insurance plan;
- ii. an optional supplemental life insurance plan;
- iii. an optional supplemental health-accident insurance plan.

56. An executive shall be eligible for the insurance plans upon the expiry of a one-month waiting period as of the date of his entry into service, provided he is at work. If he is not at work on that date, he shall be eligible for the plans on the date of his return to work.

However, subject to the specific provisions prescribed to this effect in the master policy of the insured plans, an executive who formerly held a position with an employer in the public or parapublic sector and who was eligible for a group insurance plan applicable to employees in that sector shall be eligible for the insurance plans on the date of his entry into service, provided his former position terminated not more than 30 days prior to the date of his entry into service and that he provide the necessary proof concerning his former position.

57. The board may not sever employment ties with an executive who receives benefits under the short- or long-term salary insurance plan for the sole reason of his being totally disabled.

58. In the case of a leave without pay or a partial leave without pay of less than 30 days, an executive shall continue to participate in the insurance plans and shall pay the contribution that he would pay if he were at work.

If the duration of the leave is 30 days or more or in the case of an unpaid absence, an executive shall continue to participate in the standard life insurance plan and may, if he submits a request to the board before the beginning of the leave or any other unpaid absence, continue to participate in the insured plans that he had before the leave or absence according to the provisions prescribed in the master policy of the insurance plans.

An executive who continues to participate in the insured plans shall also continue to participate in the survivor's pension plan according to the provisions prescribed by the plan.

For the purposes of the short-term salary insurance plan, disability which develops during a leave or absence without pay shall be considered as beginning on the date on which the leave or absence terminates.

59. An executive who is reassigned outside the plan may continue to participate in the insurance plans provided he have completed two years of continuous service in a senior or executive staff position on the date of the reassignment and that he so request the school board prior to that date.

However, these provisions do not apply to a reassignment of a disciplinary nature.

1. Plans insured by the Government of Québec

a) Standard Life Insurance Plan

60. An executive shall have life insurance equal to \$6,400 payable to his beneficiaries.

61. Unless there are provisions to the contrary, the participation of an executive in the standard life insurance plan shall terminate on the earlier of the following dates:

1° the date on which an executive ceases to hold an executive or senior staff position;

2° the date on which he retires.

b) Short-term Salary Insurance Plan

62. The short-term salary insurance plan shall apply during the first 104 weeks of total disability.

63. During the first week of total disability, an executive shall receive the salary to which he would have been entitled had he been at work.

64. As of the 2nd week of total disability and, up to 26 weeks from the beginning of the total disability, an executive shall receive a salary insurance benefit equal to 80 % of his salary. Where an executive is on a part-time leave without pay, the benefit shall be equal to 80 % of his salary in proportion to the time worked.

As of the 27th week of total disability and, up to 104 weeks from the beginning of the total disability, an executive shall receive a salary insurance benefit equal

to 70 % of his salary. Where an executive is on a part-time leave without pay, the benefit shall be equal to 70 % of his salary in proportion to the time worked.

65. For the purposes of the short-term salary insurance plan, total disability means a state of incapacity resulting from an illness, an accident, serious complications of a pregnancy or a surgical procedure directly related to family planning necessitating medical care and rendering the executive totally incapable of performing the usual duties of his position or of any other position providing similar remuneration that may be offered to him by the board.

66. For the purposes of the short-term salary insurance plan, period of total disability means any continuous period of total disability or any series of successive periods of total disability resulting from the same illness or accident, separated by fewer than 15 days of actual full-time work or, as the case may be, part-time work in accordance with an executive's regular position. The computation of the 15-day period of actual work shall not take into account vacation, paid legal holidays, leaves without pay, leaves related to parental rights or any other absence, whether remunerated or not.

A period of total disability resulting from self-inflicted illness or injury, alcoholism or drug addiction, service in the armed forces, active participation in a riot, an insurrection or an illegal or criminal act shall not be recognized as a period of total disability. However, in the case of alcoholism or drug addiction, the period during which an executive is receiving treatment or medical care with a view to rehabilitation is recognized as a period of total disability.

67. An executive on disability leave who receives a salary or benefits under the salary insurance plan shall provide the information as well as the supporting documents required by the board or its representative (the *Conseil du trésor*, the insurer or a firm of medical experts) for the purposes of verifying whether he complies with the definition of total disability in order to determine the cause and the duration and whether he agrees to undergo a medical examination by the board's physician.

An executive shall also authorize the board or its representative to disclose such information and to provide the supporting documents for the purposes of assessing the possibilities of offering him a position according to the provisions prescribed in Subdivisions 1 and 1.1 of this Division.

68. A disabled executive shall continue to participate in the pension and insurance plans. As of the second week of total disability, an executive who receives ben-

efits under the salary insurance plan shall be exempted from contributing to the complementary insured plans and to the pension plan, if the plan so provides.

During that period, an executive's contribution for the basic compulsory insured plans shall be borne by the board.

69. The pay and benefits paid under sections 63 and 64 shall be reduced by any disability benefits paid under a law in force in Québec, regardless of subsequent increases in basic benefits paid under a law in force in Québec resulting from indexation.

70. An executive who receives disability benefits under a law in force in Québec must so notify the board without delay.

71. Payment of salary and salary insurance benefits shall be made directly by the board provided the executive submit the supporting documents prescribed in section 67.

71.1 Upon an executive's return from a total disability leave, the board may require him to undergo a medical examination for the purpose of determining that he has sufficiently recovered to resume work. The cost of the examination shall be borne by the board.

Where the opinion of the physician selected by the board is contrary to that of the physician consulted by the executive, the two physicians shall agree on the choice of a third physician whose fees shall be borne equally by the board and the executive and whose decision shall be final.

71.2 An executive who receives salary insurance benefits may, following an agreement with his board, be entitled to a period of gradual return to work provided that, during that period, he carries out the duties related to the position he held prior to his period of total disability or any other position providing similar remuneration offered by the board, while still being covered by the salary insurance plan.

During the period of gradual return to work, an executive shall receive the gross pay for the time he works as well as the salary insurance benefits calculated in proportion to the time he does not work.

As a rule, the period of gradual return to work shall not exceed six consecutive months and cannot have the effect of extending the period of total disability under the short-term salary insurance plan beyond 104 weeks.

71.3 An executive who is disabled following an industrial accident that occurred while he was employed

by the board shall be entitled to receive his salary from the 1st to the 104th week of his total permanent or temporary disability as if he were at work.

In such case, an executive shall receive, in addition to the benefit to which he is entitled under the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), an amount equal to the positive difference between his net salary and such benefit. Such amount constitutes a gross salary on the basis of which the board shall withhold all deductions and contributions required by law and this Regulation.

For the purposes of this section, an executive's net salary means his gross salary reduced by the federal and provincial income tax and the contributions to the Québec Pension Plan, the pension plan, the employment insurance plan and the insurance plans.

71.4 Unless there are provisions to the contrary, an executive shall cease to participate in the short-term salary insurance plan on the earlier of the following dates:

1° the date on which an executive no longer holds an executive or senior staff position;

2° the date on which an executive begins to use sick-leave days so that he may be exempted totally from performing the duties prescribed by the progressive retirement agreement and which immediately precedes his retirement;

3° the date on which his total preretirement leave begins;

4° the date on which his retirement begins.

c) Survivor's Pension Plan

71.5 The provisions, with the exception of section 1 and the fourth paragraph of section 4, prescribed in the Directive concernant le régime de rentes de survivants, adopted by the Treasury Board in its decision number 188102 dated December 5, 1995, apply to an executive, subject to the following provisions:

1° the words "civil servant" and "salary" are replaced respectively by the words "executive" and "pay";

2° the definition of "salary" found in section 2 of the directive is replaced by the following definition:

"pay":

— for a disability which began after December 31, 1981, pay means that defined in section 54 of this Regu-

lation as well as, where applicable, the compulsory complementary long-term salary insurance plan;

— for a disability which began on or prior to December 31, 1981, it is the executive's annual salary;

3° section 25 of the directive is replaced by section 190 of this Regulation.

2. Plans insured by the insurer

71.5.1 The provisions of section 71.5.2 and of sections 71.7 to 71.14 apply to an executive who becomes disabled after March 31, 1994.

71.5.2 For the purposes of sections 71.7 to 71.13 and of Subdivision 1.1 of this Division, the following terms and expressions mean:

“employment” or “rehabilitative employment”: employment for which an executive is reasonably qualified according to his education, training and experience; such employment may be an executive position or equivalent employment to that held prior to his appointment to an executive, senior, professional or teaching staff position;

“total disability”: total disability within the meaning of the compulsory basic long-term salary insurance plan;

“benefit”: benefit that an executive would have received had he been eligible for the compulsory basic long-term salary insurance plan.

71.6 The cost of the compulsory basic plans shall be shared by the government and all the participants of the plans according to the terms and conditions of the agreement concluded on June 22, 1994 between the Government of Québec and the associations representing the participants of the group insurance plans of management staff in the public and parapublic sectors for the duration of the said agreement.

The cost of the complementary plans shall be assumed entirely by the participants of those plans.

71.7 Where the board is advised by the insurer that an executive no longer complies with the definition of total disability and that the payment of his benefit shall be suspended or refused, it may submit the disagreement to contest the insurer's decision to the Medical Arbitration Tribunal in order to establish whether the executive complies with the definition of total disability in accordance with the medical arbitration agreement concluded with the insurer and provided that the executive agree that the disagreement be submitted to the tribunal for a

final decision. The disagreement may be submitted directly to the tribunal or after the board has required, at its expense, that the executive undergo a medical examination.

However, the board that concurs with the insurer's decision shall offer the executive a position in writing.

An executive may submit, under the conditions prescribed in the medical arbitration agreement, the disagreement to the Medical Arbitration Tribunal to contest the insurer's decision according to which he does not comply with the definition of total disability within 90 days of the date on which the insurer's decision becomes effective. In such case, the board shall not assume any costs.

71.8 The board shall pay an executive a salary equal to the benefit he was receiving for the period beginning on the date on which the payment of benefits was suspended or the refusal of payment came into effect and ending on the date of the Medical Arbitration Tribunal decision provided the following conditions are met:

1° the executive was party to the medical arbitration agreement concluded with the insurer;

2° the disagreement between the board and the insurer or between the executive and the insurer was validly submitted to the Medical Arbitration Tribunal for a final decision in accordance with the medical arbitration agreement concluded with the insurer.

71.9 Where the Medical Arbitration Tribunal confirms that the executive does not comply with the definition of total disability, the contributions of both the board and the executive to the insurance and pension plans shall be paid retroactively to the date on which the payment of benefits was suspended or the refusal of payment came into effect and the executive shall continue to receive from the board a salary equal to the benefit until such time as it offers him a position. Where an executive submits the disagreement to the tribunal, he must reimburse the board for the salary paid to him.

Where the Medical Arbitration Tribunal confirms the executive's total disability, the board shall continue to pay the salary equal to the benefit until such time as the benefit is paid by the insurer. The insurer shall reimburse the board the amounts paid and the latter shall reimburse the executive, where applicable, for the arbitration and medical examination costs assumed.

71.10 An executive who accepts the position offered by the board under the provisions prescribed in sections 71.5.2 to 71.13 shall receive the classification and salary corresponding to his new position.

Contributions of both the executive and the board to the insurance and pension plans shall be determined on the basis of that salary.

71.11 During the waiting period for a position, if the board and the executive agree with the insurer's decision according to which the executive does not comply with the definition of total disability or, on the date of the Medical Arbitration Tribunal's decision to this effect, the executive receives a salary equal to the benefit and the contributions of both the executive and the board to the pension and insurance plans shall be determined on the basis of that salary. The board may use the executive's services temporarily during that period.

71.12 An executive who does not comply with the definition of total disability after the first 104 weeks of total disability must accept a position offered to him in an organization in the education sector situated in his school region, except for the period during which he submitted his disagreement with the insurer to the Medical Arbitration Tribunal. Refusal on the part of the executive to accept the position offered shall entail his dismissal. Before proceeding with the dismissal, the board shall forward a 15-working day notice to the executive along with a copy to the committee prescribed in section 71.14.

During that period, the committee may make appropriate recommendations in accordance with section 71.14.

The duration of the regular workweek of such position must not be less than that of the position held by an executive at the beginning of the total disability.

71.13 The salary paid to an executive, equal to the benefit, resulting from the application of the provisions prescribed in this Subdivision, cannot extend beyond the date on which the payment of benefits ceases as prescribed in the master policy.

71.14 A committee shall be set up to analyze, at the request of either party, any problem dealing with the return to work and to propose appropriate solutions to problems encountered by the school board, an executive and an insurer particularly in the case of a return to work which could involve the temporary use of the executive's services or his moving. The committee shall be composed of a representative of the Association, a representative of the Association of Directors General of Protestant School Boards of Québec, a representative of the Quebec School Boards Association, a representative of the Fédération des commissions scolaires du Québec and a representative of the ministère de l'Éducation. The committee may call upon the services of resource people, where applicable.

71.14.1 Notwithstanding the provisions of this Subdivision, the provisions dealing with the definition of disability, as regards benefits and the definition of a period of disability in effect on March 31, 1994, shall continue to apply to an executive who is disabled on that same date and section 57 shall not apply to him.

§1.1 Rehabilitation

71.15 An executive shall be eligible for rehabilitation if he meets the following eligibility criteria:

1° total disability began after March 31, 1994 and the executive has been totally disabled for six months or more;

2° total disability began more than two years prior to the earlier of the following dates:

a) his 65th birthday;

b) the earlier date on which he becomes eligible for:

i. a retirement pension without actuarial reduction calculated with 35 years of service credited to his pension plan;

ii. an actuarially reduced retirement pension the amount of which would correspond to that of a retirement pension without actuarial reduction calculated with 35 years of service credited to his pension plan.

Notwithstanding the first paragraph, an executive shall not be eligible for rehabilitation in the following circumstances:

1° the attending physician or the insurer confirms that the return to work can be assured without any rehabilitation;

or

2° the insurer confirms that an executive will not return to work;

or

3° the insurer confirms that an executive does not qualify for rehabilitation.

71.16 An executive to whom the board has offered rehabilitative employment in writing must inform the latter in writing whether he accepts or refuses such rehabilitative employment, regardless of whether the rehabilitation commences before or at the end of the first 104 weeks of disability.

The duration of the regular workweek of such employment must not be less than that of the executive at the beginning of his total disability.

71.17 The period during which an executive holds, on a trial basis, rehabilitative employment cannot have the effect of extending the period of total disability under the short-term salary insurance plan beyond 104 weeks.

71.18 An executive whose rehabilitation occurs during the first 104 weeks of disability shall be considered as totally disabled for that period and shall receive for the time worked while holding rehabilitative employment a short-term salary insurance benefit equal to 90 % of the salary to which he would have been entitled had he been at work in the employment he held prior to his total disability and, for the time not worked or the waiting period for such employment, where applicable, a short-term salary insurance benefit equal to 70 % of that salary.

However, an executive whose rehabilitation occurs during employment held prior to his total disability shall receive his salary for the time worked.

71.19 An executive whose partial rehabilitation occurs after the 104th week of total disability shall benefit from the provisions prescribed in section 71.18 up to the end of the 104th week of disability.

From the 105th week to the end of the rehabilitation, an executive shall receive for the time worked the salary earned from rehabilitative employment, provided that it not be less than the compulsory basic long-term salary insurance benefit and, for the time not worked, a salary equal to that benefit.

71.20 An executive whose total rehabilitation occurs after the 104th week of total disability shall receive for the time worked the salary earned from rehabilitative employment, provided that it not be less than the compulsory basic long-term salary insurance benefit.

71.21 The period spent in training or professional development prescribed in the rehabilitation program approved by the insurer shall be considered as time worked.

71.22 An executive shall be assigned the classification and the salary of the rehabilitative employment at the end of the 104th week of disability or, where applicable, at the end of the rehabilitation if the latter ends after the 104th week.

Contributions of both the executive and the board to the pension and insurance plans shall be determined on the basis of the salary earned from the rehabilitative employment held.”

7. The said Regulation is amended by inserting, after section 86, the following section 86.1:

“**86.1** An executive who receives a benefit under the compulsory basic long-term salary insurance plan may choose to take, in lieu of that benefit, a total preretirement leave prescribed in sections 82 to 85, but such total preretirement cannot exceed the earlier of the dates on which the benefit that would have otherwise been applicable to him under that plan ceases.”.

8. The said Regulation is amended by replacing section 190 by the following:

“**190.** An executive who is dismissed or whose employment ties are severed upon the expiry of a mandate and who submits a complaint to the Appeals Committee shall continue to participate in the standard life insurance plan. He may also continue to participate in the insured plans according to the provisions prescribed in the master policy until such time as the Appeals Committee renders its decision or the parties reach a settlement, provided a written request to this effect is forwarded to the insurance company concerned within 90 days of the date on which he is dismissed or whose employment ties are severed. An executive who continues to participate in the insured plans shall also continue to participate in the survivor’s pension plan by paying the total premium determined by the Commission administrative des régimes de retraite et d’assurances to cover the cost of the plan.

In the event of a decision rendered by the Appeals Committee in favour of an executive or a settlement reached by the parties, an executive shall be entitled to the reimbursement of the contribution normally paid by the board for the insured plans and the premium paid to cover his continued participation in the survivor’s pension plan, retroactively to the date of his dismissal or break in his employment ties and, should the executive be reinstated, any total disability that began since that date shall then be recognized.”.

9. Section 191.10 of the said Regulation is replaced by the following:

“**191.10** The provisions of this Regulation, except for salary insurance benefits, apply to the director-general during the period of leave with pay.”.

10. Schedule 2 of the said Regulation is amended by replacing the expression “. Graduate or undergraduate degree;” mentioned in the required minimum qualifications for the positions of director-general and assistant director-general by the following:

“• Graduate or undergraduate degree in a relevant field of study certifying a three-year university program or hold a senior staff or executive position, excluding a manager’s position, in a board;”.

11. Schedule 5 of the said Regulation is amended by replacing paragraph 1° of section 3 by the following:

“1° the duration of the progressive retirement plan which may be from one to five years;”.

12. Schedule 6 of the said Regulation is replaced by Schedule 6 attached to this Regulation.

13. Schedule 8 of the said Regulation is amended by replacing section 4 by the following:

“4. An executive must return to work, following his sabbatical leave, for a period equal to that of the leave. An executive may return to work during the contract or following its expiry.”.

14. Schedule 8 of the said Regulation is amended by inserting, after section 8, the following sections 8.1 and 8.2:

“8.1 Notwithstanding any provision to the contrary as a result of benefits and conditions of which an executive may avail himself during the contract, the duration of the leave must be at least six consecutive months and the leave cannot be interrupted under any circumstances, regardless of its duration.

8.2 Notwithstanding any provision to the contrary as a result of benefits and conditions of which an executive avails himself during the contract, the sabbatical leave must start no later than six years from the date on which the executive’s salary began to be deferred.”.

15. Schedule 8 of the said Regulation is amended by inserting, after section 13, the following section 13.1:

“13.1 The purpose of this plan shall not be the payment of benefits at the time of retirement nor the deferral of income tax. Moreover, during the sabbatical leave, an executive cannot receive any remuneration from the board or from another person or company with which the board has ties in accordance with tax legislation requirements other than the amount corresponding to the percentage of his salary for the duration of the contract.”.

16. The said Regulation is amended by inserting, after Schedule 8, Schedules 9 and 10 attached to this Regulation.

17. This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*. However, section 38 of the said Regulation, amended by section 4 of this Regulation, takes effect as of July 1, 1996, section 58 of the said Regulation as amended by section 6 of this Regulation takes effect as of January 1, 1995 and Schedule 10 of the said Regulation takes effect as of June 7, 1996.

SCHEDULE 6 PARENTAL RIGHTS

1. The provisions of this Schedule shall not have the effect of granting an executive a monetary or non-monetary benefit which he or she would not have had had he or she remained at work.

For the purposes of this Schedule, spouse means either the man and the woman:

- 1° who are married and cohabiting;
- 2° who are living together as husband and wife and are the father and mother of the same child;
- 3° who have been living together as husband and wife for at least one year.

2. The maternity leave allowances prescribed in Section 1 shall be paid only as a supplement to the employment insurance benefits or, in the cases stipulated hereinafter, as payment during a period of unemployment caused by a pregnancy for which employment insurance does not provide any benefits.

3. Where the granting of a leave is restricted to only one spouse, such restriction shall apply so long as the other spouse is also an employee of the public or parapublic sector.

4. The board shall not reimburse the executive for the sums that could be required of her by Human Resources Development Canada under the Employment Insurance Act, when the executive’s salary exceeds the maximum insurable by one and a half times.

5. The salary, deferred salary and severance payments shall not be increased or decreased by the amounts received under the supplementary employment insurance benefits plan.

DIVISION 1 MATERNITY LEAVE

6. A pregnant executive shall be entitled to a maternity leave of 20 weeks’ duration which, subject to section 11 of this Schedule, must be consecutive.

The maternity leave may last for less than 20 weeks. Where an executive returns to work within the two weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she has sufficiently recovered to resume work.

7. An executive who becomes pregnant while she is benefiting from a leave without pay or a part-time leave without pay prescribed in this Schedule shall also be entitled to such maternity leave and to the benefits attached thereto.

8. An executive who gives birth to a stillborn child after the beginning of the 20th week preceding the due date shall also be entitled to such maternity leave.

9. Should an executive's spouse who is on maternity leave die, the remainder of the 20 weeks of maternity leave and the rights and benefits attached thereto shall be transferred to him.

10. The distribution of the maternity leave, before and after the birth, shall be the executive's decision and shall include the day of the birth.

11. An executive who has sufficiently recovered from delivery but whose child must remain in the hospital may interrupt her maternity leave by returning to work.

An executive whose child is hospitalized within 15 days of birth shall also have this right.

The leave may be interrupted only once. It is completed when the child is brought home.

12. Where the birth occurs after the due date, an executive shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has two weeks of maternity leave left after the birth.

Furthermore, an executive may extend her maternity leave by six weeks if her child's health requires that she do so.

During these extensions, an executive shall not receive any allowance or salary. However, she shall be entitled to the benefits prescribed in section 41 of this Schedule provided she is entitled to them.

13. To obtain a maternity leave, an executive must notify the board at least three weeks prior to the date of departure. Such notice must be accompanied by a medical certificate attesting to the pregnancy and the due date.

The time limit regarding the presentation of the notice may be less if a medical certificate attests that the executive must leave her job sooner than expected. In case of an unforeseen event, an executive shall be exempted from the formality of the notice provided that she give the board a medical certificate stating that she had to leave her job immediately.

§1. Cases Eligible for Employment Insurance

14. An executive who has accumulated 20 weeks of service and who, following the submission of a request for benefits in accordance with the employment insurance plan, receives such benefits, shall be entitled, during her maternity leave to receive:

1° for each week of the waiting period stipulated by the employment insurance plan, an allowance equal to 93 % of her basic weekly salary;

2° for each week she is receiving employment insurance benefits, a complementary allowance equal to the difference between 93 % of her basic weekly salary and the weekly employment insurance benefit that she is receiving.

This complementary allowance shall be calculated on the basis of the employment insurance benefits that an executive is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the employment insurance plan.

The maternity leave allocation paid by the ministère de la Sécurité du revenu du Québec shall be deducted from the allowances to be paid under this Subdivision, this allocation is currently established at \$360.

However, in the case of an executive who works for more than one employer, she shall receive an additional allowance which shall be equal to the difference between 93 % of the basic salary paid by the board and the percentage of the employment insurance benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, an executive shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid by Human Resources Development Canada.

Where the number of weeks of employment insurance benefits is reduced by Human Resources Development Canada, where applicable, an executive shall continue to receive the additional allowance without taking

into account that reduction by Human Resources Development Canada as if she had, during that period, availed herself of the employment insurance benefits.

3° for each of the weeks that follow those described in paragraph 2° of this section, an allowance equal to 93 % of her basic weekly salary up to the end of the 20th week of the maternity leave.

15. An absent executive shall accumulate service for purposes of eligibility for maternity allowances if her absence is authorized, particularly for total disability, and includes benefits or remuneration.

16. For the purposes of this Division, basic weekly salary means an executive's regular salary and lump sums resulting from the annual increment or the salary readjustment procedure distributed on a weekly basis.

17. The board may not offset, by the allowance that it pays to an executive on maternity leave, the reduction in the employment insurance benefits attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the board shall pay this compensation if an executive proves that the salary earned from another employer constitutes usual salary by means of a letter to this effect from the employer who pays this usual salary. If an executive proves that only a portion of this salary is usual, the compensation shall be limited to that portion.

The employer who pays the usual salary as determined in the preceding paragraph must, at an executive's request, produce such letter.

18. The total amounts received by an executive during her maternity leave in employment insurance benefits, allowances and salary may not exceed 93 % of the basic salary paid by her employer or, where applicable, by her employers.

19. No allowance may be paid during the vacation period for which an executive is paid.

20. The allowance due for the first two weeks shall be paid by the board in the two weeks following the beginning of the leave; the allowance due after this date shall be paid at two-week intervals. In the case of an executive who is eligible for employment insurance benefits, the first installment shall only become payable 15 days after the board receives proof that she is receiving employment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by Human Resources Development Canada to the board by means of a computerized statement shall be considered as proof.

21. Service shall be calculated with all the employers in the public or parapublic sector.

22. An executive may defer a maximum of four weeks' annual vacation if it falls within her maternity leave and if she notifies the board in writing of the date of such deferral no later than two weeks before the termination of the said maternity leave.

§2. Cases not Eligible for Employment Insurance

23. Any executive who is excluded from employment insurance benefits or who is declared ineligible shall also be excluded from any other allowance. However, a full-time executive who has accumulated 20 weeks of service shall also be entitled, for ten weeks, to an allowance equal to 93 % of her basic weekly salary in accordance with this Division for 10 weeks if she is not eligible for employment insurance benefits because she did not hold an insurable job for at least 20 weeks during the reference period stipulated in the employment insurance plan.

DIVISION 2 **PATERNITY LEAVE**

24. An executive whose spouse gives birth shall be entitled to a paternity leave for a maximum period of 5 working days. This paid leave may be discontinuous but must be taken between the beginning of the delivery and the fifteenth day following the mother's or the child's return home.

DIVISION 3 **LEAVES FOR ADOPTION AND LEAVES WITHOUT PAY WITH A VIEW TO ADOPT**

25. An executive who legally adopts a child shall be entitled to a leave of absence for a maximum period of 10 consecutive weeks provided that his or her spouse not also benefit from such leave. This leave must be taken following the child's placement order or an equivalent procedure in the case of an international adoption in accordance with the adoption plan.

26. An executive who legally adopts a child and who does not benefit from the leave for adoption prescribed in section 25 of this Schedule shall be entitled to a leave for a maximum period of five working days, of which only the first two shall be remunerated.

This leave may be discontinuous but it may not be taken more than 15 days following the child's arrival home.

However, if it involves the spouse's child, an executive shall be entitled only to a leave without pay for a maximum period of two working days.

27. For every week an executive is on the leave prescribed in section 25 of this Schedule, he or she shall receive an allowance equal to the salary he or she would have received had he or she been at work.

28. An executive shall benefit, with a view to adopt a child, from a leave without pay of a maximum duration of 10 weeks as of the date he or she assumes full legal responsibility for the child.

29. An executive who must travel outside of Québec in order to adopt a child shall be granted, for that purpose and upon written request to the board four weeks in advance where possible, a leave without pay for the time necessary for such travel. If full legal responsibility for the child so results, the maximum duration of the leave without pay shall be 10 weeks in accordance with section 28 of this Schedule.

30. Sections 25 and 28 of this Schedule shall not apply to an executive who adopts his or her spouse's child.

31. The leave for adoption prescribed in section 25 of this Schedule may take effect on the date of the beginning of the leave without pay with a view to adopt, if the duration of the latter is 10 weeks and if the executive so decides after the placement order.

When the leave for adoption takes effect on the date of the beginning of the leave without pay, an executive shall be entitled only to the benefits prescribed in the leave for adoption.

DIVISION 4 LEAVES WITHOUT PAY

32. The maximum duration of the leave without pay as extended maternity leave, paternity leave or leave for adoption shall be two years.

An executive who wishes to terminate such leave during the first 34 weeks must submit a written notice to this effect at least 21 days prior to his or her return.

An executive who does not avail himself or herself of his or her leave without pay may, for the portion of the leave that his or her spouse has not used, benefit, at his or her choice, from a leave without pay.

33. An executive who does not avail himself or herself of the leave prescribed in section 32 of this Schedule may benefit, after the birth or adoption of a child,

from a leave without pay for a maximum period of 34 continuous weeks which begins at the time the executive chooses and ends no later than one year after the birth or, in the case of adoption, one year after he or she assumes full legal responsibility for the child. However, this paragraph shall not apply to the executive who adopts his or her spouse's child.

An executive who wishes to terminate his or her leave before the anticipated date must submit a written notice to this effect at least 21 days prior to his or her return.

34. A leave without pay or a part-time leave without pay for a maximum period of one year shall be granted to the executive whose minor child experiences socio-emotional problems or whose minor child is handicapped or ill and who requires his or her care.

35. An executive may be absent from work for a maximum of six days per year, in cases where his or her presence is required, to fulfill obligations relating to the health, safety or education of his or her child; the days thus used shall be deducted from the executive's bank of sick-leave days and, failing that, the days of absence shall be without pay.

36. Subject to sections 32 and 33 of this Schedule, an executive who is absent from work without pay to extend a leave prescribed in this Schedule must agree in advance with the board on the terms and conditions of his or her absence and of his or her eventual return to a position within the plan.

Notwithstanding the first paragraph, upon an executive's return from a maximum 12-week leave without pay, he or she shall be reinstated in the duties that he or she would have had had he or she been at work, subject to the provisions concerning employment stability.

DIVISION 5 OTHER SPECIAL LEAVES AND PREVENTIVE REASSIGNMENT

37. An executive shall be entitled to a special leave in the following cases:

1° when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; such special leave cannot be extended beyond the beginning of the eighth week preceding the due date;

2° upon presentation of a medical certificate prescribing the duration, when a natural or induced miscarriage occurs before the beginning of the 20th week preceding the due date;

3° for medical examinations related to the pregnancy carried out by a health professional and attested to by a medical certificate or for examinations carried out by a midwife pursuant to the Act respecting the practice of midwifery within the framework of pilot projects (1990, c. 12).

38. As regards the examinations referred to in paragraph 3° of section 37 of this Schedule, an executive shall benefit from a special leave with pay for a maximum of four days which may be taken in half-days.

39. During the special leaves granted under this Division, an executive shall be entitled to the benefits prescribed in sections 41 and 44 of this Schedule.

Notwithstanding paragraph 1° of section 41 of this Schedule, an executive covered by section 37 of this Schedule may also avail herself of the benefits of the salary insurance plan. However, in the case of paragraph 3° of section 37 of this Schedule, an executive must first have used up the four days prescribed in section 38 of this Schedule before benefiting from the short-term salary insurance plan.

40. An executive who benefits from preventive reassignment by virtue of the Act respecting occupational health and safety shall avail herself of the benefits prescribed in sections 22 and 41 of this Schedule insofar as she is normally entitled to them and may subsequently avail herself of the provision prescribed in section 44 of this Schedule.

DIVISION 6 OTHER PROVISIONS

41. During a maternity leave or a 10-week leave for adoption, an executive shall avail himself or herself of the following benefits, insofar as he or she is normally entitled to them:

1° insurance plans excluding salary insurance benefits. However, in the case of a maternity leave, the board shall assume all the premiums of the compulsory complementary plans and the executive shall be exempted from the payment of premiums to the optional insurance plans;

2° accumulation of vacation;

3° accumulation of experience and continuous service for stability of employment purposes;

4° regional disparity allowances.

Notwithstanding paragraph 4°, the maternity leave benefits applicable cannot exceed 93 % of the amount that constitutes the basic weekly salary and the regional disparity allowances.

42. During a leave without pay in accordance with this Schedule, an executive shall maintain his or her experience and his or her continuous service shall not be interrupted. The insurance plans shall apply to an executive in accordance with the provisions prescribed in section 56 of the Regulation.

43. The board and an executive shall agree, in advance, on the terms and conditions of a maternity leave, a paternity leave, a leave for adoption or a leave without pay with a view to adopt.

44. When an executive returns from a maternity leave, a leave for adoption or a leave without pay with a view to adopt, he or she shall be reinstated in the position he or she would have had had he or she been at work, subject to the provisions concerning employment stability.

SCHEDULE 9 GRADUAL PRERETIREMENT PLAN

1. The gradual preretirement plan is designed for an executive who, for a period immediately preceding his retirement, wishes to reduce his workweek by using sick-leave days to his credit in accordance with sections 82 to 85.

In such case, the actual workweek cannot be less than 40 % of the duration of the regular workweek of a regular full-time executive.

2. The granting of a gradual preretirement shall be the object of a prior written agreement between an executive and his board and shall take the needs of the board into account. This agreement shall specify the terms and conditions of the gradual preretirement plan including the duration, proportion of time worked and organization thereof.

3. An executive who benefits from a gradual preretirement plan shall be entitled to the short-term salary insurance plan in proportion to the time actually worked prescribed in the agreement.

SCHEDULE 10 TRANSITIONAL MEASURES

1. Notwithstanding the last paragraph of section 2 of this Regulation a monetary benefit paid to an executive in accordance with the early departure incentive program of the Ministère (school boards and colleges) shall be deemed paid in accordance with this Regulation.

Gouvernement du Québec

O.C. 126-97, 5 February 1997

Education Act
(R.S.Q., c. I-13.3)

Catholic School Boards — Principals and Vice-Principals — Terms of Employment — Amendments

Regulation to amend the Terms of Employment of Principals and Vice-Principals of Catholic School Boards Regulation

WHEREAS under section 451 of the Education Act (R.S.Q., c. I-13.3), the Government may, by regulation, establish for all or certain school boards, a classification of positions, the maximum number of positions in each job category, working conditions, remuneration, recourses and rights of appeal of the members of the staff who are not members of a certified association within the meaning of the Labour Code (R.S.Q., c. C-27);

WHEREAS the Government made the Terms of Employment of Principals and Vice-Principals of Catholic School Boards Regulation, enacted by Order-in-Council 1327-84, dated June 6, 1984;

WHEREAS it is expedient to amend such regulation;

IT IS ORDERED, therefore, upon the recommendation of the Minister of Education:

THAT the Regulation to amend the Terms of Employment of Principals and Vice-Principals of Catholic School Boards Regulation, attached hereto, be made.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Regulation to amend the Terms of Employment of Principals and Vice-Principals of Catholic School Boards Regulation

Education Act
(R.S.Q., c. I-13.3., s. 451)

1. The Terms of Employment of Principals and Vice-principals of Catholic School Boards Regulation enacted by Order-in-Council 1327-84 dated June 6, 1984 and amended by the regulations enacted by Orders-in-Council 859-85 dated May 8, 1985, 427-86 dated April 9,

1986, 952-87 dated June 17, 1987, 1460-88 dated September 28, 1988, 1859-88 dated December 14, 1988, 1692-89 dated November 1, 1989, 434-90 dated April 4, 1990, 1516-90 dated October 24, 1990, 810-91 dated June 12, 1991, 88-92 dated January 29, 1992, 893-92 dated June 17, 1992, 933-92 dated June 23, 1992, 1137-92 dated August 5, 1992, 1063-93 dated July 21, 1993, 403-94 dated March 23, 1994 and 1122-94 dated July 20, 1994 is further amended by replacing the definition of “salary” found in section 1 by the following:

“salary”: remuneration of a school administrator in accordance with the salary scales prescribed by this Regulation or in sections 98.9 to 98.12, 98.20 or 98.21, excluding lump-sum payments, annual supplements and regional disparity allowances.

2. Section 1 of the said Regulation is amended by inserting, after the definition of “non-renewal”, the following definition:

“agency in the public or parapublic sector”:

— the ministries, persons or agencies the personnel of which is named or remunerated according to the Civil Service Act;

— the persons or agencies whose operational budgets are taken from the consolidated revenue fund or appear in whole or in part in the budgetary forecasts submitted to the National Assembly;

— the school boards, colleges and establishments within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, the governmental agencies covered by this law and the educational institutions at the university level within the meaning of the Act respecting educational institutions at the university level;

— the agencies or enterprises and their totally owned subsidiaries which must produce an annual report which must be deposited at the National Assembly.»

3. Section 21 of the said Regulation is replaced by the following:

“**21.** In exceptional cases, following a notice of the selection committee set up by the board stating that none of the candidates who have the required minimum qualifications meet all the requirements prescribed by the board for a given position, the board may refer to the committee candidates whose complementary or superior academic background to that prescribed compensates for a lesser number of years of experience than that prescribed as a required minimum qualification or vice-

versa in accordance with the agreement concluded with the local association representatives on the compensatory criteria concerning academic background and experience.

In such case, the board may appoint a candidate from among those who, in the committee's opinion, meet all the requirements prescribed by the board.

Failing agreement, the school board may proceed with a temporary assignment for a maximum one-year period from among the candidates who, in the committee's opinion, meet all the requirements prescribed by the board".

4. The title of Division 3 of Chapter 3 of the said Regulation is substituted for the following:

"TRANSITIONAL MEASURES APPLICABLE FOR THE 1993-1994 TO 1996-1997 SCHOOL YEARS".

5. The said Regulation is amended by deleting section 47.

6. Section 53 of the said Regulation is replaced by the following:

"**53.** A person referred to in section 52 shall be paid from the date of demotion the salary specified for his new class which corresponds to his salary before his demotion less the lower of the following amounts:

1° the difference between the maximum of the salary scale of his former class and the maximum of the salary scale of his new class;

2° 5 % of the salary he was paid before his demotion, without the new salary exceeding the maximum of the salary scale for his new class."

7. Section 61 of the said Regulation is replaced by the following:

"**61.** A school administrator who is reclassified into a new class where the maximum of the salary scale is lower than that of his former class shall be paid from the date of reclassification the salary specified for his new class which corresponds to his salary before the reclassification less the lower of the following amounts:

1° the difference between the maximum of the salary scale for his former class and the maximum of the salary scale for his new class;

2° 5 % of the salary he was paid before his reclassification, without his new salary exceeding the maximum of the salary scale for his new class."

8. Section 70 of the said Regulation is replaced by the following section:

"**70.** This Subdivision applies:

1° to a school administrator covered by a provision of this Regulation prescribing the application of the procedure;

2° to a school administrator demoted to a position as administrator having a salary scale with a maximum lower than that of his former class, except where the demotion results from a specific request of the school administrator or a disciplinary measure; in these two cases, application of the procedure by the board shall be optional.

However, this Subdivision does not apply to staff changes related to Subdivisions 1 and 1.1 of Division 5 of Chapter 4".

9. The said Regulation is amended by replacing section 76 by the following:

"**76.** This Subdivision applies to a school administrator upon his return from a total disability leave which ends after the first 104 weeks of total disability if such return is to the same position or to determine the salary of a school administrator prior to his promotion, reclassification or demotion, as the case may be."

10. The said Regulation is amended by replacing Subdivisions 1, 1.1 and 1.2 of Division 5 of Chapter 4 by the following Subdivisions 1 and 1.1:

"**§1. Insurance Plans**

81. In Subdivisions 1 and 1.1 of this Division, unless the context indicates otherwise, the following terms and expressions mean:

"insurer": an insurance company that has concluded a contract with the Government of Québec for the purposes of providing coverage to management staff in the public and parapublic sectors;

"insurance plans": group insurance plans offered to management staff in the public and parapublic sectors;

"pay": salary applicable to a school administrator during a period of absence covered by short-term salary insurance including:

1° the lump-sum payment resulting from the application of the rules respecting salary review, where applicable;

2° the lump-sum payment resulting from the salary readjustment procedure in the case of a demotion, reclassification or reassignment outside the plan for the period during which such lump sum is paid, where applicable;

3° the isolation and distance premium or retention premium, where applicable;

4° the annual supplement of a part-time assistant director-general for the period during which the school administrator holds such position, where applicable.

82. Unless there are provisions to the contrary, a school administrator shall be covered by the following insurance plans:

1° Plans insured by the Government of Québec and described in this Subdivision are as follows:

- a) a standard life insurance plan;
- b) a short-term salary insurance plan;
- c) a survivor's pension plan.

2° Plans insured by the insurance company and described in the master policy of the insurance plans and in sections 98.5.1 to 98.15.1 are as follows:

a) compulsory basic plans:

- i. a life insurance plan;
- ii. a health-accident insurance plan. This plan shall not apply, however, to a school administrator whose application for exemption is accepted by the board in accordance with the insurance contract;
- iii. a long-term salary insurance plan;

b) complementary plans:

- i. a compulsory long-term salary insurance plan;
- ii. an optional supplemental life insurance plan;
- iii. an optional supplemental health-accident insurance plan.

83. A school administrator shall be eligible for the insurance plans upon the expiry of a one-month waiting period as of the date of his entry into service, provided he is at work. If he is not at work on that date, he shall be eligible for the plans on the date of his return to work.

However, subject to the specific provisions prescribed to this effect in the master policy of the insured plans, a school administrator who formerly held a position with an employer in the public or parapublic sector and who was eligible for a group insurance plan applicable to employees in that sector shall be eligible for the insur-

ance plans on the date of his entry into service, provided his former position terminated not more than 30 days prior to the date of his entry into service and that he provide the necessary proof concerning his former position.

84. The board may not sever employment ties with a school administrator who receives benefits under the short-or long-term salary insurance plan for the sole reason of his being totally disabled.

85. In the case of a leave without pay or a partial leave without pay of less than 30 days, a school administrator shall continue to participate in the insurance plans and shall pay the contribution that he would pay if he were at work.

Where the duration of the leave is 30 days or more or in the case of an unpaid absence, a school administrator shall continue to participate in the standard life insurance plan and may, if he submits a request to the board before the beginning of the leave or absence, continue to participate in the insured plans he had before the leave or absence according to the provisions prescribed in the master policy of the insurance plans. A school administrator who continues to participate in the insured plans shall also continue to participate in the survivor's pension plan according to the provisions prescribed by the plan.

For the purposes of the short-term salary insurance plan, disability which develops during a leave or absence without pay shall be considered as beginning on the date on which the leave or absence terminates.

86. A school administrator who is reassigned to a teaching, professional or support staff position may continue to participate in the insurance plans provided he have completed two years of continuous service in an administrator or senior administrator position on the date of the reassignment and that he so request the school board prior to that date.

However, these provisions shall not apply to a reassignment of a disciplinary nature.

1. Plans insured by the Government of Québec

a) Standard Life Insurance Plan

87. A full-time or part-time school administrator, whose regular workweek is equal to or greater than 70 % of that of a full-time school administrator, shall have life insurance equal to \$6,400 payable to his beneficiaries.

88. Unless there are provisions to the contrary, the participation of a school administrator in the standard life insurance plan shall terminate on the earlier of the following dates:

1° the date on which the school administrator ceases to hold a position as a senior administrator or administrator;

2° the date on which he retires.

b) Short-term Salary Insurance Plan

89. The short-term salary insurance plan shall cover the first 104 weeks of total disability.

90. During the first week of total disability, a school administrator shall receive the salary to which he would have been entitled had he been at work.

91. As of the 2nd week of total disability and, up to 26 weeks from the beginning of the total disability, a school administrator shall receive a salary insurance benefit equal to 80 % of his salary. Where a school administrator is on a part-time leave without pay, the benefit shall be equal to 80 % of his salary in proportion to the time worked.

As of the 27th week of total disability and, up to 104 weeks from the beginning of the total disability, a school administrator shall receive a salary insurance benefit equal to 70 % of his salary. Where a school administrator is on a part-time leave without pay, the benefit shall be equal to 70 % of his salary in proportion to the time worked.

92. For the purposes of the short-term salary insurance plan, total disability means a state of incapacity resulting from an illness, an accident, serious complications of a pregnancy or a surgical procedure directly related to family planning necessitating medical care and rendering the school administrator totally incapable of performing the usual duties of his position or of any other position providing similar remuneration that the board may offer to him.

93. For the purposes of the short-term salary insurance plan, period of total disability means any continuous period of total disability or any series of successive periods of total disability resulting from the same illness or accident, separated by fewer than 15 days of actual full-time work or, as the case may be, part-time work in accordance with the regular position of a school administrator. The computation of the 15-day period of actual work shall not take into account vacation, paid legal holidays, leaves without pay, leaves related to parental rights or any other absence, whether remunerated or not.

A period of total disability resulting from self-inflicted illness or injury, alcoholism or drug addiction, service in the armed forces, active participation in a riot, an insurrection or an illegal or criminal act shall not be recognized as a period of total disability. However, in the case of alcoholism or drug addiction, the period during which a school administrator is receiving treatment or medical care with a view to his rehabilitation shall be recognized as a period of total disability.

94. A school administrator on disability leave who receives a salary or benefits under the salary insurance plan shall provide the information as well as the supporting documents required by the board or its representative (the Conseil du trésor, the insurer or a firm of medical experts) for the purposes of verifying whether he complies with the definition of total disability in order to determine the cause and the duration and whether he agrees to undergo, at the board's expense, a medical examination by the physician chosen by the board.

A school administrator shall also authorize the board or its representative to disclose such information and to provide the supporting documents for the purposes of assessing the possibilities of offering him a position according to the provisions prescribed in Subdivisions 1 and 1.1 of this Division.

95. A disabled school administrator shall continue to participate in the pension and insurance plans. As of the second week of total disability, a school administrator who receives benefits under the salary insurance plan shall be exempted from contributing to the complementary insured plans and to the pension plan, if the plan so provides.

During that period, a school administrator's contribution for the basic compulsory insured plans shall be borne by the board.

96. The salary and benefits paid under sections 90 and 91 shall be reduced by any disability benefits paid under a law in force in Québec, regardless of subsequent increases in basic benefits paid under a law in force in Québec resulting from indexation.

97. A school administrator who receives disability benefits under a law in force in Québec must so notify the board without delay.

98. Payment of salary and salary insurance benefits shall be made directly by the board provided the school administrator submit the supporting documents prescribed in section 94.

98.1 Upon a school administrator's return from a total disability leave, the board may require him to undergo a medical examination for the purposes of determining that he has sufficiently recovered to resume work. The cost of the examination shall be borne by the board.

Where the opinion of the physician selected by the board is contrary to that of the physician consulted by the school administrator, the two physicians shall agree on the choice of a third physician whose fees shall be borne equally by the board and the school administrator and whose decision shall be final.

98.2 A school administrator who receives salary insurance benefits may, following an agreement with his board, be entitled to a period of gradual return to work provided that, during that period, he carries out the duties related to the position he held prior to his period of total disability or any other position providing similar remuneration that the board may offer to him, while still being covered by the salary insurance plan.

During the period of gradual return to work, the school administrator shall receive the gross salary for the time he works as well as the salary insurance benefits calculated in proportion to the time he does not work.

As a rule, the period of gradual return to work shall not exceed six consecutive months and cannot have the effect of extending the period of total disability under the short-term salary insurance plan beyond 104 weeks.

98.3 A school administrator who is disabled following an industrial accident that occurred while he was employed by the board shall be entitled to receive his salary from the 1st to the 104th week of his total permanent or temporary disability as if he were at work.

In such case, a school administrator shall receive, in addition to the benefit to which he is entitled under the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), an amount equal to the positive difference between his net salary and such benefit. Such amount constitutes a gross salary on the basis of which the board shall withhold all the deductions and contributions required by law and this Regulation.

For the purposes of this section, a school administrator's net salary means his gross salary reduced by the federal and provincial income tax and the contributions to the Québec Pension Plan, the pension plan, the employment insurance plan and the insurance plans.

98.4 Unless there are provisions to the contrary, a school administrator shall cease to participate in the short-term salary insurance plan on the earlier of the following dates:

1° the date on which the school administrator ceases to hold a position as a senior administrator or administrator;

2° the date on which the school administrator begins to use sick-leave days so that he may be exempted totally from performing the duties prescribed by the progressive retirement agreement and which immediately precedes his retirement;

3° the date on which his total preretirement leave begins;

4° the date on which his retirement begins.

c) Survivor's Pension Plan

98.5 The provisions, with the exception of section 1 and the fourth paragraph of section 4, prescribed in the Directive concernant le régime de rentes de survivants, adopted by the Treasury Board in its decision number 188102 dated December 5, 1995, apply to a school administrator subject to the following provisions:

1° the words "civil servant" and "salary" are replaced respectively by the words "school administrator" and "pay";

2° the definition of "salary" found in section 2 of the directive is replaced by the following definition:

"pay":

— for a disability which began after December 31, 1981, pay means that defined in section 81 of this Regulation as well as, where applicable, the compulsory complementary long-term salary insurance plan;

— for a disability which began on or prior to December 31, 1981, it is the annual salary of the school administrator;

3° section 25 of the directive is replaced by section 203 of this Regulation.

2. Plans insured by the insurer

98.5.1 The provisions of section 98.6 and of sections 98.8 to 98.15 apply to a school administrator who becomes totally disabled after March 31, 1994.

98.6 For the purposes of sections 98.8 to 98.14 and Subdivision 1.1 of this Division, the following terms and expressions mean:

“employment” or “rehabilitative employment”: employment for which a school administrator is reasonably qualified according to his education, training and experience; such employment may be an administrator position or equivalent employment to that held prior to his appointment to a school administrator, professional or teaching position;

“total disability”: total disability within the meaning of the compulsory basic long-term salary insurance plan;

“benefit”: benefit that a school administrator would have received had he been eligible for the compulsory basic long-term salary insurance plan.

98.7 The cost of the compulsory basic plans shall be shared by the government and all the participants of the plans according to the terms and conditions of the agreement concluded on June 22, 1994 between the Government of Québec and the associations representing the participants of the group insurance plans of management staff in the public and parapublic sectors for the duration of the said agreement.

The cost of the complementary plans shall be assumed entirely by the participants of those plans.

98.8 Where the board is advised by the insurer that a school administrator no longer complies with the definition of total disability and that the payment of his benefit shall be suspended or refused, it may submit the disagreement to contest the insurer’s decision to the Medical Arbitration Tribunal in order to establish whether the school administrator complies with the definition of total disability in accordance with the medical arbitration agreement concluded with the insurer and provided that the school administrator agree that the disagreement be submitted to the tribunal for a final decision. The disagreement may be submitted directly to the tribunal or after the board has required, at its expense, that the school administrator undergo a medical examination.

However, the board that concurs with the insurer’s decision shall offer the school administrator a position in writing.

A school administrator may, under the conditions prescribed in the medical arbitration agreement, submit the disagreement to the Medical Arbitration Tribunal to contest the insurer’s decision according to which he does not comply with the definition of total disability within 90 days of the date on which the insurer’s deci-

sion becomes effective. In such case, the board shall not assume any costs.

98.9 The board shall pay a school administrator a salary equal to the benefit he was receiving for the period beginning on the date on which the payment of benefits was suspended or the refusal of payment came into effect and ending on the date of the Medical Arbitration Tribunal decision provided the following conditions are met:

1° the school administrator was party to the medical arbitration agreement concluded with the insurer;

2° the disagreement between the board and the insurer or between the school administrator and the insurer was validly submitted to the Medical Arbitration Tribunal for a final decision in accordance with the medical arbitration agreement concluded with the insurer.

98.10 Where the Medical Arbitration Tribunal confirms that the school administrator does not comply with the definition of total disability, the contributions of both the board and the school administrator to the insurance and pension plans shall be paid retroactively to the date on which the payment of benefits was interrupted or the refusal of payment came into effect and the school administrator shall continue to receive from the board a salary equal to the benefit until such time as it offers him a position. Where a school administrator submits the disagreement to the tribunal, he must reimburse the board for the salary paid to him.

Where the Medical Arbitration Tribunal confirms the total disability of the school administrator, the board shall continue to pay the salary equal to the benefit until such time as the benefit is paid by the insurer. The insurer shall reimburse the board the amounts paid and the latter shall reimburse the school administrator, where applicable, for the arbitration and medical examination costs assumed.

98.11 A school administrator who accepts the position offered by the board under the provisions prescribed in sections 98.6 to 98.14 shall receive the classification and salary corresponding to his new position.

Contributions of both the school administrator and the board to the insurance and pension plans shall be determined on the basis of that salary.

98.12 During the waiting period for a position, if the board and the school administrator agree with the insurer’s decision according to which the school administrator does not comply with the definition of total

disability or, on the date of the Medical Arbitration Tribunal's decision to this effect, the school administrator receives a salary equal to the benefit and the contributions of both the school administrator and the board to the pension and insurance plans shall be determined on the basis of that salary. The board may use the services of the school administrator temporarily during that period.

98.13 A school administrator who does not comply with the definition of total disability after the first 104 weeks of total disability must accept a position offered to him in an agency in the education sector situated in his school region, except for the period during which he submitted his disagreement with the insurer to the Medical Arbitration Tribunal. Refusal on the part of the school administrator to accept the position offered shall entail his dismissal. Before proceeding with the dismissal, the board shall forward a 15-working day notice to the school administrator along with a copy to the committee prescribed in section 98.15.

During that period, the committee may make appropriate recommendations in accordance with section 98.15.

The duration of the regular workweek of such position must not be less than that of the position held by a school administrator at the beginning of the total disability.

98.14 The salary paid to a school administrator equal to the benefit, resulting from the application of the provisions prescribed in this Subdivision, cannot extend beyond the date on which the payment of benefits ceases as prescribed in the master policy.

98.15 A committee shall be set up, at the request of one of the parties, to analyze any problem dealing with the return to work and to propose appropriate solutions to the problems encountered by a board, a school administrator and an insurer, particularly in the case of a return to work which could involve the temporary use of the services of the school administrator or his moving. This committee shall be composed of:

- a representative designated by the associations of school administrators of school boards for Catholics;
- a representative designated by the associations of educational administrators of school boards for Catholics;
- a representative designated by the associations of administrators of school boards for Protestants;
- a representative designated by the Fédération des commissions scolaires du Québec;
- a representative of the Quebec School Boards Association;
- a representative of the ministère de l'Éducation.

The committee may call upon the services of resource people, where applicable.

98.15.1 Notwithstanding the provisions of this Subdivision, the provisions dealing with the definition of disability, as regards benefits and the definition of a period of disability in effect on March 31, 1994, shall continue to apply to a school administrator who is disabled on that same date and section 84 shall not apply to him.

§1.1 Rehabilitation

98.16 A school administrator shall be eligible for rehabilitation if he meets the following eligibility criteria:

1° total disability began after March 31, 1994 and the school administrator has been totally disabled for six months or more;

2° total disability began more than two years prior to the earlier of the following dates:

- a) his 65th birthday;
- b) the earlier date on which he becomes eligible for:

- i. a retirement pension without actuarial reduction calculated with 35 years of service credited to his pension plan;

- ii. an actuarially reduced retirement pension the amount of which would correspond to that of a retirement pension without actuarial reduction calculated with 35 years of service credited to his pension plan.

Notwithstanding the first paragraph, a school administrator shall not be eligible for rehabilitation in the following circumstances:

1° the attending physician or the insurer confirms that the return to work can be assured without any rehabilitation;

or

2° the insurer confirms that a school administrator will not return to work;

or

3° the insurer confirms that a school administrator does not qualify for rehabilitation.

98.17 A school administrator to whom the board has offered rehabilitative employment in writing must inform the latter in writing whether he accepts or refuses such rehabilitative employment, regardless of whether the rehabilitation commences before or after the first 104 weeks of disability.

The duration of the regular workweek of such employment must not be less than that of the full-time school administrator at the beginning of the total disability.

98.18 The period during which a school administrator holds, on a trial basis, rehabilitative employment cannot have the effect of extending the period of total disability under the short-term salary insurance plan beyond 104 weeks.

98.19 A school administrator whose rehabilitation occurs during the first 104 weeks of disability shall be considered as totally disabled for that period and shall receive for the time worked while holding rehabilitative employment a short-term salary insurance benefit equal to 90 % of his salary to which he would have been entitled had he been at work in the position he held prior to his total disability and, for the time not worked or the waiting period for such employment, where applicable, a short-term salary insurance benefit equal to 70 % of the salary.

However, a school administrator whose rehabilitation occurs during employment held prior to his total disability shall receive his salary for the time worked.

98.20 A school administrator whose partial rehabilitation occurs after the 104th week of total disability shall benefit from the provisions prescribed in section 98.19 up to the end of the 104th week of disability.

From the 105th week to the end of the rehabilitation, a school administrator shall receive for the time worked the salary earned from rehabilitative employment, provided that it not be less than the compulsory basic long-term salary insurance benefit and, for the time not worked, a salary equal to that benefit.

98.21 A school administrator whose total rehabilitation occurs after the 104th week of total disability shall receive for the time worked the salary earned from rehabilitative employment, provided that it not be less than the compulsory basic long-term salary insurance benefit.

98.22 The period spent in training or professional development prescribed in the rehabilitation program approved by the insurer shall be considered as time worked.

98.23 A school administrator shall be assigned the classification and the salary of the rehabilitative employment at the end of the 104th week of disability or, where applicable, at the end of the rehabilitation if the latter ends after the 104th week.

Contributions of both the school administrator and the board to the insurance and pension plans shall be determined on the basis of the salary earned from the rehabilitative employment held.”.

11. The said Regulation is amended by inserting, after section 114, the following section 114.1:

“**114.1** A school administrator who receives a benefit under the compulsory basic long-term salary insurance plan may choose to take, in lieu of that benefit, a total preretirement leave prescribed in sections 110 to 113, but such total preretirement cannot exceed the earlier of the dates on which the benefit that would have otherwise been applicable to him under that plan ceases.”.

12. Sections 118 and 119 of the said Regulation are replaced by the following section 118:

“**118.** The vacation of a teacher appointed on a regular basis to a position of school administrator shall be determined in proportion to the number of months worked in this capacity during the school year of his appointment, regardless of the date on which he assumed the position.”.

13. Chapter 7 of the said Regulation is replaced by the following:

“CHAPTER 7 RIGHT OF APPEAL

184. In this Chapter, the word “association” means the school administrator himself when the latter is not a member of an association and the expression “working days” means the days from Monday to Friday inclusively with the exception of legal holidays and days during the month of July.

DIVISION 1 LOCAL COMMITTEE

185. This Division applies to a school administrator’s complaint dealing with the application or interpretation of this Regulation.

Notwithstanding the first paragraph, this Division does not apply to a school administrator who is on probation and whose complaint is related to staff changes.

Moreover, in the case of a complaint related to the staff changes or termination of the relationship of employment, it may or may not be submitted to the local committee.

186. A school administrator shall have 20 working days from the fact or his knowledge of the fact giving him right to recourse in which to submit the complaint to his association.

187. The association shall have 20 working days from the date on which it receives the complaint in which to request in writing a meeting of the representatives appointed by the board and the association in order to study the complaint; the meeting must be held no later than 20 working days following the date on which the board receives the request. The school administrator concerned may, if he so requests, attend the meeting.

The association's request must contain the names of its representatives, a statement of the facts giving rise to the complaint and the required corrective measure(s) without prejudice.

188. Within 20 working days from the date on which the meeting is held, the school board shall inform the school administrator in writing of its decision and the reasons therefor, with a copy to the association.

DIVISION 2

APPEALS COMMITTEE

189. This Division applies to the following cases:

1° where a school administrator is not satisfied with a decision by the board in accordance with section 188, or where the board did not make its decision known within the time limit prescribed in section 188 concerning a complaint dealing with the application or interpretation of this Regulation, a school administrator shall have 20 working days following receipt of the board's decision or the expiry of the time limit prescribed in section 188 in which to submit his complaint in writing through his association;

2° where a school administrator, except for the school administrator who is on probation, wishes to contest his dismissal, non-renewal or termination of employment, demotion or reassignment outside the plan, he shall have 20 working days following receipt of the board's written notice in which to submit his complaint in writing through his association.

However, this Division applies to a regular full-time school administrator who completed the probation period as such and who becomes a regular part-time school administrator.

Notwithstanding the first paragraph of paragraph 2 of this section, this Division applies to a school administrator whose employment is not renewed by reason of the application of Section 146 and whose complaint in-

volves the application of that section with respect to the two years of service in the employ of the board or involves the application of section 147 concerning the 60-day notice.

The complaint notice must contain the name of the school administrator concerned, a statement of the facts giving rise to the complaint and the required corrective measure(s) without prejudice.

190. The complaint must be forwarded to the first chairman of the Appeals Committee, with a copy to the board and the Fédération des commissions scolaires du Québec and must contain the name of the representative designated by the association concerned at the following address:

Grefe des Comités de recours et d'appel, Palais de Justice, 300, boulevard Jean-Lesage bureau 5.12, Québec, Québec, G1K 8K6.

191. The Appeals Committee shall be composed of a representative of the Fédération des commissions scolaires du Québec whose name is forwarded in writing to the first chairman of the Appeals Committee and to the representative of the school administrator within 15 working days from the date on which it receives a copy of the complaint, of a representative of the association and of a chairman.

192. The two representatives shall have 30 working days from the date on which the representative of the school administrator receives a copy of the board's notice specified in section 191 in which to designate a chairman who, with the two representatives, shall form the Appeals Committee.

193. Failing agreement on the choice of a chairman within the time limit prescribed in section 192, it shall be the responsibility of the first chairman of the Appeals Committee to appoint the chairman from a list of chairmen approved by the Comité du personnel de direction des écoles.

194. The first chairman of the Appeals Committee shall be chosen by the Comité du personnel de direction des écoles.

195. The Appeals Committee shall convene the parties as soon as possible, but no later than 30 working days following the appointment of the chairman of the Appeals Committee and shall proceed in the manner it determines.

196. The Appeals Committee shall determine whether the complaint is admissible and shall dispose of any preliminary objections.

197. The association concerned, the Fédération des commissions scolaires du Québec and the Ministère may individually or collectively intervene and make any representation that they deem appropriate to the Appeals Committee.

198. Where the complaint covered by paragraph 1 of section 189 involves the application or interpretation of the following provisions of this Regulation, the Appeals Committee shall determine whether the board's decision complies with the provisions of the Regulation:

1° Chapter 1, sections 1 and 2;

2° Chapter 4; Divisions 2, 3, when the complaint deals with the calculation of salary, Divisions 4, 4.1, 5, 6 and Divisions 8 to 11;

3° Chapter 6, except for sections 139, 140 and 183;

4° Chapter 7;

5° Schedule 3.1, Schedule 4, except for section 1; Schedules 5, 6, 7 and 8, except for section 1.

Where the Appeals Committee determines that this decision does not comply with the provisions of this Regulation, it may change the decision wholly or in part.

The Appeals Committee may not, by its decision, modify, add to or subtract from the provisions of this Regulation.

Decisions of the Appeals Committee shall be unanimous or taken by a majority and must include the reasons therefor; any member dissenting from a decision or part of it may make a separate report.

The decision of the Appeals Committee shall be sent to the parties within 45 working days following the request referred to in paragraph 1 of section 189. However, a decision shall not be invalid solely because it is sent after the expiry of the prescribed time limit.

The decision of the Appeals Committee shall be final, executory and shall bind the parties.

199. Where the complaint covered by paragraph 1 of section 189 involves the application and interpretation of the provisions of this Regulation other than those mentioned in section 198, the Appeals Committee shall study the complaint, carry out its investigation, if need be, and shall send its recommendations to the parties.

Recommendations of the Appeals Committee shall be unanimous or by a majority and must include the reasons therefor.

The recommendations of the Appeals Committee shall be sent to the parties within 45 days following the request referred to in paragraph 1 of section 189. However, a decision shall not be invalid solely because it is sent after the expiry of the prescribed time limit.

The board shall inform the school administrator concerned of its decision and the reasons therefor in writing within 30 working days of the receipt of the Appeals Committee's recommendations. A copy of this decision shall be sent to the Appeals Committee members and to the first chairman of the Appeals Committee.

200. Where a complaint deals with the dismissal, non-renewal or termination of employment, demotion or reassignment outside the plan of a school administrator, the Appeals Committee shall determine whether the reasons for the board's decision are fair and sufficient.

The decision of the Appeals Committee shall be sent to the parties within 30 working days from the closing addresses of the parties. However, a decision shall not be invalid solely because it is sent after the expiry of the prescribed time limit.

Where the Appeals Committee considers that the reasons for the board's decision are not fair and sufficient, the parties shall have 30 working days from the Appeals Committee's decision in which to find a satisfactory solution.

Where agreement is reached, the parties shall jointly inform the chairman of the Appeals Committee.

Where no agreement has been reached at the expiry of the time limit prescribed in the third paragraph, the Appeals Committee shall determine, if need be, the amount of compensation for the actual loss of salary incurred and may:

1° order the board to reinstate the school administrator in an administrator position, except for a manager position, as determined by the board.

However, the school administrator whose salary in his position is less than that of his former classification shall receive the progressive salary according to his former classification;

2° order the board to reinstate the school administrator in a position compatible with his qualifications determined by the board. Moreover, the Appeals Committee may order the board to apply the salary readjustment procedure described in sections 70 to 72 without taking into account the maximum two-year period prescribed in section 72;

3° order the board to pay the school administrator a compensation allowance equal to two months of salary per year of service as a school administrator, but shall not be less than three months of salary or greater than twelve months of salary.

The board must implement the Appeals Committee's order within 30 days following the date on which it receives such order.

Decisions of the Appeals Committee shall be unanimous or taken by a majority and must include the reasons therefor; any member dissenting from the decision or part of it may make a separate report.

Decisions of the Appeals Committee shall be final and shall bind the board and the school administrator.

Notwithstanding the preceding paragraph, a school administrator may refuse the application of the provisions of paragraph 1 or 2 of this section within a maximum period of 10 working days of the Appeals Committee's decision. In such case, a school administrator shall be deemed to have resigned and shall receive the compensation allowance prescribed in this section in addition to the compensation for the actual loss of salary incurred as set by the Appeals Committee.

201. The fees and expenses incurred by the chairman of the Appeals Committee shall be borne by the Ministère.

202. The fees and expenses incurred by the other two members of the Appeals Committee shall be borne by the parties they represent.

203. A school administrator who is dismissed or whose employment is not renewed or terminated and who submits a complaint to the Appeals Committee shall continue to participate in the standard life insurance plan. He may also continue to participate in the insured plans according to the provisions prescribed in the master policy until such time as the Appeals Committee renders its decision or the parties reach a settlement, provided a written request to this effect is forwarded to the insurance company concerned within 90 days of the date on which he is dismissed or his employment is not renewed or terminated. A school administrator who continues to participate in the insured plans shall also continue to participate in the survivor's pension plan by paying the total premium determined by the Commission administrative des régimes de retraite et d'assurances to cover the cost of the plan.

In the event of a decision rendered by the Appeals Committee in favour of the school administrator or a settlement reached by the parties, the school administra-

tor shall be entitled to the reimbursement of the contribution normally paid by the board for the insured plans and the premium paid to cover his continued participation in the survivor's pension plan, retroactively to the date of his dismissal, non-renewal or termination of employment and, should the school administrator be reinstated, any total disability that began since that date shall then be recognized.

DIVISION 3 TIME LIMITS

204. The time limits prescribed in this Chapter may be modified by written agreement between the parties."

14. The expression ". Undergraduate degree in a relevant field of study;" mentioned in paragraphs 1. and 2. of Schedule 1 of the said Regulation is replaced by the following:

"• Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold an administrator or senior administrator position, excluding a manager position, in a board;"

15. Schedule 4 of the said Regulation is amended by replacing paragraph 1 of section 3 by the following:

"1° the duration of the progressive retirement plan which may be from one to five years;"

16. Schedule 5 of the said Regulation is replaced by Schedule 5 attached to this Regulation.

17. The said Regulation is amended by replacing the title after section 7 of Schedule 8 by the following:

"Insurance Plans"

18. Sections 3 to 7 of Schedule 7 of the said Regulation are replaced by the following sections:

"3. Unless there are provisions to the contrary, a part-time school administrator shall be covered by the following insurance plans:

1° Plans insured by the Government of Québec and described in Subdivision 1 of Division 5 of Chapter 4 are as follows:

- a) a standard life insurance plan;
- b) a short-term salary insurance plan;
- c) a survivor's pension plan.

2° Plans insured by the insurer and described in the master policy of the insurance plans and in sections 98.5.1 to 98.15.1 are as follows:

a) compulsory basic plans:

- i. a life insurance plan;
- ii. a health-accident insurance plan. This plan shall not apply, however, to a school administrator whose application for exemption is accepted by the board in accordance with the insurance contract;
- iii. a long-term salary insurance plan;

b) complementary plans:

- i. a compulsory long-term salary insurance plan;
- ii. an optional supplemental life insurance plan;
- iii. an optional supplemental health-accident insurance plan.

4. A part-time school administrator shall be eligible for the insurance plans upon the expiry of a three-month waiting period from the date of his entry into service, provided he is at work. If he is unable to work on that date, he shall be eligible for the plans on the date of his return to work.

However, subject to the specific provisions prescribed to this effect in the master policy of the insured plans, a school administrator who formerly held a position with an employer in the public or parapublic sector and who was eligible for a group insurance plan applicable to employees in that sector shall be eligible for the insurance plans on the date of his entry into service, provided his former position terminated not more than 30 days prior to the date of his entry into service and that he provide the necessary proof concerning his former position.

5. A part-time school administrator whose workweek is less than 70 % of that of a full-time school administrator shall have life insurance equal to \$3,200 payable to his beneficiaries.

6. The provisions prescribed in Subdivision 1, with the exception of sections 82, 83 and 87, and in Subdivision 1.1 of Division 5 of Chapter 4 of this Regulation apply to part-time school administrators.

7. The provisions concerning the insurance plans for regular full-time school administrators shall apply to the regular part-time school administrator whose regular workweek is equal to or greater than 70 % of that of a regular full-time school administrator.”.

19. Schedule 8 of the said Regulation is amended by replacing section 4 by the following:

“4. A school administrator must return to work, following his sabbatical leave, for a period equal to that of

the leave. A school administrator may return to work during the contract or following its expiry.”.

20. Schedule 8 of the said Regulation is amended by inserting, after section 8, the following sections 8.1 and 8.2:

“8.1 Notwithstanding any provision to the contrary as a result of benefits and conditions of which a school administrator may avail himself during the contract, the duration of the leave must be at least six consecutive months and the leave cannot be interrupted under any circumstances, regardless of its duration.

8.2 Notwithstanding any provision to the contrary as a result of benefits and conditions of which a school administrator avails himself during the contract, the sabbatical leave must start no later than six years from the date on which the salary of a school administrator began to be deferred.”.

21. Schedule 8 of the said Regulation is amended by inserting, after section 13, the following section 13.1:

“13.1 The purpose of this plan shall not be the payment of benefits at the time of retirement nor the deferral of income tax. Moreover, during the sabbatical leave, a school administrator cannot receive any remuneration from the board or from another person or company with which the board has ties in accordance with tax legislation requirements other than the amount corresponding to the percentage of his salary for the duration of the contract.”.

22. The said Regulation is amended by inserting, after Schedule 8, Schedules 9 and 10 attached to this Regulation.

23. This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*. However, sections 53 and 61 of the said Regulation, amended by sections 6 and 7 of this Regulation, take effect as of July 1, 1996, section 85 of the said Regulation, amended by section 10 of this Regulation, takes effect as of January 1, 1995 and Schedule 10 of the said Regulation takes effect as of June 7, 1996.

SCHEDULE 5 PARENTAL RIGHTS

1. This Schedule shall not grant a principal or vice-principal a monetary or non-monetary benefit to which he or she would not have been entitled had he or she remained at work.

For the purposes of this Schedule, spouse means either the man and the woman:

- 1° who are married and cohabiting;
- 2° who are living together as husband and wife and are the father and mother of the same child;
- 3° who have been living together as husband and wife for at least one year.

2. The maternity leave allowances prescribed in Division 1 shall be paid solely as a supplement to the employment insurance benefits or, in the cases stipulated hereinafter, as payment during a period of unemployment caused by a pregnancy for which employment insurance does not provide any benefits.

3. Where the granting of a leave is restricted to only one spouse, such restriction shall apply so long as the other spouse is also an employee of the public or parapublic sector.

4. The board shall not reimburse the principal or vice-principal for the sums that could be required of her by Human Resources Development Canada under the Employment Insurance Act.

5. The salary, deferred salary and severance payments shall not be increased or decreased by the amounts received under the supplementary employment insurance benefits plan.

DIVISION 1 MATERNITY LEAVE

6. A pregnant principal or vice-principal shall be entitled to a maternity leave of 20 weeks' duration which, subject to section 11 of this Schedule, must be consecutive.

The maternity leave may last for less than 20 weeks. Where a principal or vice-principal returns to work within the two weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she has sufficiently recovered to resume work.

7. A principal or vice-principal who becomes pregnant while she is benefiting from a leave without pay or a part-time leave without pay prescribed in this Schedule shall also be entitled to such maternity leave and to the benefits attached thereto.

8. A principal or vice-principal who gives birth to a stillborn child after the beginning of the 20th week preceding the due date shall also be entitled to such maternity leave.

9. Should a principal's or vice-principal's spouse who is on maternity leave die, the remainder of the 20 weeks of maternity leave and the rights and benefits attached thereto shall be transferred to him.

10. The distribution of the maternity leave, before and after the birth, shall be the principal's or vice-principal's decision and shall include the day of the birth.

11. A principal or vice-principal who has sufficiently recovered from delivery but whose child must remain in the hospital may interrupt her maternity leave by returning to work.

The principal or vice-principal whose child is hospitalized within 15 days of birth shall also have this right.

The leave may be interrupted only once. It is completed when the child is brought home.

12. Where the birth occurs after the due date, a principal or vice-principal shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has two weeks of maternity leave left after the birth.

Furthermore, a principal or vice-principal may extend her maternity leave by six weeks if her child's health requires that she do so.

During these extensions, a principal or vice-principal shall not receive any allowance or salary. However, she shall be entitled to the benefits prescribed in section 41 of this Schedule provided she is entitled to them.

13. To obtain a maternity leave, a principal or vice-principal must notify the board at least three weeks prior to the date of departure. Such notice must be accompanied by a medical certificate attesting to the pregnancy and the due date.

The time limit regarding the presentation of the notice may be less if a medical certificate attests that a principal or vice-principal must leave her job sooner than expected. In case of an unforeseen event, a principal or vice-principal shall be exempted from the formality of the notice provided that she give the board a medical certificate stating that she had to leave her job immediately.

§1. Cases Eligible for Employment Insurance

14. A principal or vice-principal who has accumulated 20 weeks of service and who, following the submission of a request for benefits in accordance with the employment insurance plan, receives such benefits, shall be entitled, during her maternity leave to receive:

1° for each week of the waiting period stipulated by the employment insurance plan, an allowance equal to 93 % of her basic weekly salary;

2° for each week she is receiving employment insurance benefits, an additional allowance equal to the difference between 93 % of her basic weekly salary and the weekly employment insurance benefit that she is receiving.

The additional allowance shall be calculated on the basis of the employment insurance benefits that a principal or vice-principal is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the employment insurance plan.

The maternity leave allocation paid by the ministère de la Sécurité du revenu du Québec shall be deducted from the allowances to be paid under this Subdivision, this allocation is currently established at \$360.

However, in the case of a principal or vice-principal who works for more than one employer, she shall receive an additional allowance which shall be equal to the difference between 93 % of the basic salary paid by the board and the percentage of the employment insurance benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, a principal or vice-principal shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid by Human Resources Development Canada.

Where the number of weeks of employment insurance benefits is reduced by Human Resources Development Canada, where applicable, a principal or vice-principal shall continue to receive the additional allowance without taking into account that deduction by Human Resources Development Canada as if she had, during that period, availed herself of the employment insurance benefits.

3° for each of the weeks that follow those described in paragraph 2 of this section, an allowance equal to 93 % of her basic weekly salary up to the end of the 20th week of the maternity leave.

15. An absent principal or vice-principal shall accumulate service for purposes of eligibility for maternity allowances if her absence is authorized, particularly for total disability, and includes benefits or remuneration.

16. For the purposes of this Division, basic weekly salary means the principal's or vice-principal's regular salary and lump sums resulting from the annual increment or the salary readjustment procedure distributed on a weekly basis.

17. The board may not offset, by the allowance that it pays to a principal or vice-principal on maternity leave, the reduction in the employment insurance benefits attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the board shall pay this compensation if a principal or vice-principal proves by means of a letter to this effect from the employer who pays this usual salary that the salary earned from another employer constitutes usual salary. Where a principal or vice-principal proves that only a portion of this salary is usual, the compensation shall be limited to that portion.

The employer who pays the usual salary as determined in the preceding paragraph must, at a principal's or vice-principal's request, produce such letter.

18. The total amounts received by a principal or vice-principal during her maternity leave in employment insurance benefits, allowances and salary may not exceed 93 % of the basic salary paid by her employer or, where applicable, by her employers.

19. No allowance may be paid during the vacation period for which a principal or vice-principal is paid.

20. The allowance due for the first two weeks shall be paid by the board in the two weeks following the beginning of the leave; the allowance due after this date shall be paid at two-week intervals. In the case of a principal or vice-principal who is eligible for employment insurance benefits, the first installment shall only become payable 15 days after the board receives proof that she is receiving employment insurance benefits. For purposes of this paragraph, a statement of benefits, a stub or information provided by Human Resources Development Canada to the board by means of a computerized statement shall be considered as proof.

21. Service shall be calculated with all the employers in the public or parapublic sector.

22. A principal or vice-principal may defer a maximum of four weeks' annual vacation if it falls within her maternity leave and if she notifies the board in writing of the date of such deferral no later than two weeks before the termination of the said maternity leave.

§2. Cases not Eligible for Employment Insurance

23. Any principal or vice-principal who is excluded from employment insurance benefits or who is declared ineligible shall also be excluded from any other allowance. However, a full-time principal or vice-principal who has accumulated 20 weeks of service shall also be entitled, for ten weeks, to an allowance equal to 93 % of

her basic weekly salary in accordance with this Division for 10 weeks if she is not eligible for employment insurance benefits because she did not hold an insurable job for at least 20 weeks during the reference period stipulated in the employment insurance plan.

DIVISION 2

PATERNITY LEAVE

24. A principal or vice-principal whose spouse gives birth shall be entitled to a paternity leave for a maximum period of 5 working days. This paid leave may be discontinuous but must be taken between the beginning of the delivery and the fifteenth day following the mother's or the child's return home.

DIVISION 3

LEAVES FOR ADOPTION AND LEAVES WITHOUT PAY WITH A VIEW TO ADOPT

25. A principal or vice-principal who legally adopts a child shall be entitled to a leave of absence for a maximum period of 10 consecutive weeks provided that his or her spouse not also benefit from such leave. This leave must be taken following the child's placement order or an equivalent procedure in the case of an international adoption in accordance with the adoption plan.

26. A principal or vice-principal who legally adopts a child and who does not benefit from the leave for adoption prescribed in section 25 of this Schedule shall be entitled to a leave for a maximum period of five working days, of which only the first two shall be remunerated.

This leave may be discontinuous but it may not be taken more than 15 days following the child's arrival home.

However, if it involves the spouse's child, a principal or vice-principal shall be entitled only to a leave without pay for a maximum period of two working days.

27. For every week a principal or vice-principal is on the leave prescribed in section 25 of this Schedule, a principal or vice-principal shall receive an allowance equal to the salary such principal or vice-principal would have received had he or she been at work.

28. A principal or vice-principal shall benefit, with a view to adopt a child, from a leave without pay of a maximum duration of 10 weeks as of the date he or she assumes full legal responsibility for the child.

29. A principal or vice-principal who must travel outside of Québec in order to adopt a child shall be granted, for that purpose and upon written request to the

board four weeks in advance where possible, a leave without pay for the time necessary for such travel. If full legal responsibility for the child so results, the maximum duration of the leave without pay shall be 10 weeks in accordance with section 28 of this Schedule.

30. Sections 25 and 28 of this Schedule shall not apply to a principal or vice-principal who adopts his or her spouse's child.

31. The leave for adoption prescribed in section 25 of this Schedule may take effect on the date of the beginning of the leave without pay with a view to adopt, if the duration of the latter is 10 weeks and if the principal or vice-principal so decides after the placement order.

When the leave for adoption takes effect on the date of the beginning of the leave without pay, a principal or vice-principal shall be entitled only to the benefits prescribed for the leave for adoption.

DIVISION 4

LEAVES WITHOUT PAY

32. The maximum duration of the leave without pay as extended maternity leave, paternity leave or leave for adoption shall be two years.

A principal or vice-principal who wishes to terminate such leave during the first 34 weeks must submit a written notice to this effect at least 21 days prior to his or her return.

A principal or vice-principal who does not avail himself or herself of his or her leave without pay may, for the portion of the leave that his or her spouse has not used, benefit, at his or her choice, from a leave without pay.

33. A principal or vice-principal who does not avail himself or herself of the leave prescribed in section 32 of this Schedule may benefit, after the birth or adoption of a child, from a leave without pay for a maximum period of 34 continuous weeks which begins at the time the principal or vice-principal chooses and ends no later than one year after the birth or, in the case of adoption, one year after he or she assumes full legal responsibility for the child. However, this paragraph shall not apply to a principal or vice-principal who adopts his or her spouse's child.

A principal or vice-principal who wishes to terminate his or her leave before the anticipated date must submit a written notice to this effect at least 21 days prior to his or her return.

34. A leave without pay or a part-time leave without pay for a maximum period of one year shall be granted to a principal or vice-principal whose minor child experiences socio-emotional problems or whose minor child is handicapped or ill and who requires his or her care.

35. A principal or vice-principal may be absent from work for a maximum of six days per year, in cases where his or her presence is required, to fulfill obligations relating to the health, safety or education of his or her child; the days thus used shall be deducted from the principal's or vice-principal's bank of sick-leave days and, failing that, the days of absence shall be without pay.

36. Subject to sections 32 and 33 of this Schedule, a principal or vice-principal who is absent from work without pay to extend a leave provided for in this Schedule must agree in advance with the board on the terms and conditions of his or her absence and of his or her eventual return to a position within the plan.

Notwithstanding the first paragraph, upon a principal's or vice-principal's return from a maximum 12-week leave without pay, he or she shall be reinstated in the duties that he or she would have had had he or she been at work, subject to the provisions concerning employment stability.

DIVISION 5 OTHER SPECIAL LEAVES AND PREVENTIVE REASSIGNMENT

37. A principal or vice-principal shall be entitled to a special leave in the following cases:

1° when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; such special leave cannot be extended beyond the beginning of the eighth week preceding the due date;

2° upon presentation of a medical certificate prescribing the duration, when a natural or induced miscarriage occurs before the beginning of the 20th week preceding the due date;

3° for medical examinations related to the pregnancy carried out by a health professional and attested to by a medical certificate or for examinations carried out by a midwife pursuant to the Act respecting the practice of midwifery within the framework of pilot projects (1990, c. 12).

38. As regards the examinations referred to in paragraph 3 of section 37 of this Schedule, a principal or

vice-principal shall benefit from a paid special leave for a maximum of four days which may be taken in half-days.

39. During the special leaves granted under this Division, a principal or vice-principal shall be entitled to the benefits prescribed in sections 41 and 44 of this Schedule.

Notwithstanding paragraph 1 of section 41 of this Schedule, a principal or vice-principal covered by section 37 of this Schedule may also avail herself of the benefits of the salary insurance plan. However, in the case of paragraph 3 of section 37 of this Schedule, a principal or vice-principal must first have used up the four days prescribed in section 38 of this Schedule before benefiting from the short-term salary insurance plan.

40. A principal or vice-principal who benefits from preventive reassignment by virtue of the Act respecting occupational health and safety shall avail herself of the benefits prescribed in sections 22 and 41 of this Schedule insofar as she is normally entitled to them and may subsequently avail herself of the provision prescribed in section 44 of this Schedule.

DIVISION 6 OTHER PROVISIONS

41. During a maternity leave or a 10-week leave for adoption, a principal or vice-principal shall avail himself or herself of the following benefits, insofar as he or she is normally entitled to them:

1° insurance plans excluding salary insurance benefits. However, in the case of a maternity leave, the board shall assume all the premiums of the compulsory complementary plans and the principal or vice-principal shall be exempted from the payment of premiums to the optional insurance plans;

2° accumulation of vacation;

3° accumulation of experience and continuous service for stability of employment purposes;

4° regional disparity allowances.

Notwithstanding paragraph 4, the maternity leave benefits applicable cannot exceed 93 % of the amount that constitutes the basic weekly salary and the regional disparity allowances.

42. During a leave without pay in accordance with this Schedule, a principal or vice-principal shall maintain his or her experience and his or her continuous

service shall not be interrupted. The insurance plans shall apply to a principal or vice-principal in accordance with the provisions prescribed in section 85 of the Regulation.

43. The board and a principal or vice-principal shall agree, in advance, on the terms and conditions of a maternity leave, a paternity leave, a leave for adoption or a leave without pay with a view to adopt.

44. When a principal or vice-principal returns from a maternity leave, a leave for adoption or a leave without pay with a view to adopt, he or she shall be reinstated in the position he or she would have had had he or she been at work, subject to the provisions concerning employment stability.

SCHEDULE 9 GRADUAL PRERETIREMENT PLAN

1. The gradual preretirement plan is designed for a school administrator who, for a period immediately preceding his retirement, wishes to reduce his workweek by using sick-leave days to his credit in accordance with sections 110 to 113.

In such case, the actual workweek cannot be less than 40 % of the duration of the regular workweek of a regular full-time school administrator.

2. The granting of a gradual preretirement shall be the object of a prior written agreement between a school administrator and his board and shall take the needs of the board into account. This agreement shall specify the terms and conditions of the gradual preretirement plan including the duration, proportion of time worked and organization thereof.

3. The school administrator who benefits from a gradual preretirement plan shall be entitled to the short-term salary insurance plan in proportion to the time actually worked prescribed in the agreement.

SCHEDULE 10 TRANSITIONAL MEASURES

1. Notwithstanding the last paragraph of section 2 of this Regulation a monetary benefit paid to a school administrator in accordance with the early departure incentive program of the Ministère (school boards and colleges) shall be deemed paid in accordance with this Regulation.

Draft Regulations

Draft Regulation

An Act respecting the conservation and development of wildlife (R.S.Q., c. C-61.1)

Aquaculture and sale of fish — Amendments

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), that the Regulation to amend the Regulation respecting aquaculture and the sale of fish, the text of which appears below, may be made by the Gouvernement du Québec at the expiry of 45 days following this publication.

The purpose of the Draft Regulation is to deregulate, relax or amend certain constraints imposed in particular on pisciculturists and commercial fishermen, to prohibit the sale of four species of fish caught during sport fishing activities and to ensure protection of the genetic pool of the walleye in southern Québec, while maintaining the conservation and biodiversity of indigenous or wild fishery resources with a view to sustainable development.

To that end, the Draft Regulation proposes that the conditions in respect of the issue of a licence for extracting roe and milt be relaxed; that the sale of rainbow smelt, pygmy smelt, burbot and yellow perch caught during sport fishing activities be prohibited; that, in respect of fish whose sale is prohibited in Québec, the sale of imported specimens caught during sport fishing activities outside Québec be prohibited, that it no longer be necessary to tag farmed char and anadromous brook trout caught during commercial fishing activities, that the holder of a licence to operate a fish-breeding plant or of a commercial fishing licence be obliged to provide a bill to any person to whom he sells fish, that it no longer be necessary to tag Atlantic salmon and farmed ouananiche earmarked for exportation, and that the Minister be able to determine the manner in which tags are affixed to fish; that fish-breeding activities in respect of the walleye be limited to a genetic line that originated in the portion of the St. Lawrence watershed situated in Québec; that fish-breeding activities, except stocking, be permitted in respect of freshwater crustaceans and mollusks other than the zebra mussel and the quagga mussel, in all the fish-breeding areas in which a given species is already present; that, notwithstanding fish-

breeding zoning in respect of the prohibition to transport fish, it be possible to issue a licence to transport live fish where such fish are to be exported outside Québec; and that the technical descriptions for areas 15 and 23 be amended, to withdraw Île d'Orléans from Area 23 and include it in Area 15.

To date, study of this matter has revealed a positive impact on businesses, particularly on pisciculturists and commercial fishermen, with little impact on sport fishermen.

Further information may be obtained by contacting:

Mr. Jean-Pierre Dorion
Ministère de l'Environnement et de la Faune
Service de la réglementation
150, boulevard René-Lévesque Est, 4^e étage
Québec (Québec)
G1R 4Y1

Telephone: (418) 644-8376
Fax: (418) 528-0834
Internet: dorje01@mmail.mef.gouv.qc.ca

Any interested person having comments to make on this matter is asked to send them in writing, before the expiry of the 45-day period, to the Minister of the Environment and Wildlife, édifice Marie-Guyart, 675, boulevard René-Lévesque Est, 30^e étage, Québec (Québec), G1R 5V7.

DAVID CLICHE,
Minister of the Environment and Wildlife

Regulation to amend the Regulation respecting aquaculture and the sale of fish

An Act respecting the conservation and development of wildlife (R.S.Q., c. C-61.1, s. 70, s. 73, pars. 1 to 4, 6 and 7, and s. 162, pars. 8 to 10, 14, 16 and 23)

1. The Regulation respecting aquaculture and the sale of fish, made by Order in Council 1302-94 dated 17 August 1994, is hereby amended by adding the following paragraph after the fourth paragraph of section 4:

“The transport of live fish in transit intended for exportation outside Québec is authorized in all the areas.”.

2. The following is substituted for section 17:

“**17.** The information referred to in section 16 shall be entered on the licence issued by the Minister and constitutes the obligations with which the holder of a licence must comply.”.

3. The following is substituted for sections 20 to 25:

“**20.** For the purposes of section 50 of the Act, a licence for extracting roe and milt shall be issued by the Minister to a natural person who already holds a licence issued for scientific, educational or management purposes under section 19 of the Québec Fishery Regulations, who applies therefor and who pays the fee determined under the Regulation respecting the scale of fees and duties related to the development of wildlife.

21. The holder of a licence for extracting roe and milt shall carry the licence with him and shall show it to a wildlife conservation officer on request.

22. A licence for extracting roe and milt is valid for a maximum period of 3 months.”.

4. The following is substituted for paragraphs 1 to 17 of section 30:

- “(1) largemouth bass;
- (2) smallmouth bass;
- (3) northern pike;
- (4) chain pickerel;
- (5) walleye;
- (6) sauger;
- (7) rainbow smelt;
- (8) pygmy smelt;
- (9) burbot;
- (10) muskellunge;
- (11) landlocked Arctic char;
- (12) anadromous Arctic char;
- (13) landlocked brook trout;
- (14) anadromous brook trout;
- (15) splake trout or splake 2 trout;
- (16) ouananiche (freshwater Atlantic salmon);
- (17) yellow perch;
- (18) Atlantic salmon;
- (19) lake trout;
- (20) rainbow trout; or
- (21) brown trout.”.

5. The following is substituted for section 31:

“**31.** Notwithstanding section 30, a person may sell or purchase fish of the species listed in that section, where the fish were caught by the holder of a commercial fishing licence issued under the Québec Fishery Regulations, are sold by the holder of a licence to operate a fishing pond, come from a fish-breeding plant or are imported and were not caught under a sport fishing licence in accordance with the statutes and regulations of the exporting province, territory of Canada or country, and where the following conditions are met, as applicable:

(1) ouananiche (freshwater Atlantic salmon) and Atlantic salmon, where imported into Québec, shall bear a tag of a type approved by the Minister and affixed in the manner approved by the Minister, or a tag in compliance with the statutes and regulations of the exporting province, territory of Canada or country;

(2) ouananiche (freshwater Atlantic salmon) and Atlantic salmon that come from a fish-breeding plant or a fishing pond, except where intended for exportation, shall bear a tag of a type approved by the Minister and affixed in the manner approved by the Minister; and

(3) anadromous Arctic char and Atlantic salmon that are caught by the holder of a commercial fishing licence shall be tagged in accordance with the Québec Fishery Regulations.”.

6. The following is substituted for section 32:

“**32.** The holder of a licence to operate a fishing pond, the holder of a licence to operate a fish-breeding plant and the holder of a commercial fishing licence shall provide any person to whom he sells fish listed in section 31 with a numbered bill on which the licence holder has entered the following information:

(a) his full name and address;

(b) the date and place of the sale;

(c) the species and number of the farmed fish or the commercially caught fish sold.

The licence holder shall keep a copy of the bill referred to in the first paragraph or shall enter the above information in an appropriate register.

Licence holders referred to in the first paragraph who meet the requirements of sections 2.2.5 and 2.2.6 of the Regulation respecting food (R.R.Q., 1981, c. P-29, r. 1) and section 15 of the Commercial Aquaculture Regulation (R.R.Q., 1981, c. P-9.01, r. 1) are deemed to meet the requirements of this section.”.

7. Section 35 is amended by substituting the numeral “21” for the numerals “23, 24, 25”.

8. Schedule I is amended

(1) by adding the following words to Column IV, opposite paragraphs 1 and 2 of Item 9: “Fish must be of a genetic line that originated in the portion of the St. Lawrence watershed situated in Québec”;

(2) by adding the following words to Column IV, opposite the activity “Transport” in paragraph 3 of Item 9: “Fish must be of a genetic line that originated in the James Bay watershed”; and

(3) by substituting the following for Items 11 and 12:

“

| | | | |
|--|-----------|---|---|
| 11. All freshwater mollusks, except zebra mussels and quagga mussels | All areas | Production Keeping in captivity Breeding Transport | The species in question must already be present within the area |
| 12. All freshwater crustaceans | All areas | Production Keeping in captivity Breeding Transport | The species in question must already be present within the area |

”.

9. Schedule II is amended by substituting the technical descriptions attached hereto for the technical descriptions of areas 15 and 23.

10. The word “licence” is substituted for the word “permit” in the fourth paragraph of section 2 and in paragraph 1 of section 12 of the English version of the Regulation.

11. This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

PROVINCE OF QUÉBEC
MINISTÈRE DE L'ENVIRONNEMENT
ET DE LA FAUNE

TECHNICAL DESCRIPTION
FISH-BREEDING AREAS

Area 15

That area comprises île d'Orléans and that part of Québec whose perimeter is described as follows:

Starting from the meeting point of the western limit of the right-of-way of the road running east of lac Catherine then bordering rivière Mastigouche and leading to Saint-Charles-de-Mandeville with the southeastern limit of the canton d'Angoulême, a meeting point whose coordinates are:

5 148 650 mN and 626 075 mE;

— thence, northeasterly, that southeastern limit then the southeastern limit of the canton de Chapleau to a parallel line 125 m southwest of the normal high-water mark (N.H.W.M.) on the southwest shore of lac Carufel, a meeting point whose coordinates are:

5 158 550 m N and 635 325 m E, skirting lac Bonneterre to the north along the N.H.W.M.;

— thence, in a general northwesterly then northeasterly direction, that parallel line 125 m west then north of the N.H.W.M. on the west then north shores of lac Carufel to a parallel straight line northwesterly to the southeastern limit of the canton de Chapleau and starting from the western extremity of the N.H.W.M. on the south shore of lac des Violettes, a meeting point whose coordinates are:

5 160 220 m N and 635 700 m E, skirting lac Petit lac Carufel to the south along the N.H.W.M.;

— thence, northeasterly, that parallel straight line to the western extremity of the N.H.W.M. on the south shore of lac des Violettes, a meeting point whose coordinates are:

5 160 450 m N and 635 900 m E;

— thence, in a general northeasterly direction, the N.H.W.M. on the southeast shore of lac des Violettes then the right bank of its effluent to the southwesterly extension of the northwestern limit of lot 32 of range 1 Nord-Est of the canton de Chapleau, a meeting point whose coordinates are:

5 161 m N and 636 225 m E;

— thence, northeasterly, that extension then the northwestern limit of that lot 32 to the southwestern limit of the canton de Desaulniers, a meeting point whose coordinates are:

5 162 650 m N and 637 800 m E;

— thence, southeasterly, that southwestern limit to the northwestern limit of lot 4-A of range 1 of the canton de Desaulniers;

— thence, northeasterly, that northwestern limit to the N.H.W.M. of the right bank of rivière du Loup;

— thence, in a general southeasterly direction, that N.H.W.M. to the northwestern limit of that lot 1-B of range 1 of the canton de Desaulniers;

— thence, northeasterly then southeasterly, that northwestern then northeastern limit of that lot 1-B to the southeastern limit of the canton de Desaulniers, a meeting point whose coordinates are:

5 160 300 m N and 639 750 m E;

— thence, northeasterly, that southeastern limit to the N.H.W.M. on the right bank of ruisseau Brodeur, a meeting point whose coordinates are:

5 166 150 m N and 642 450 m E;

— thence, in a general northwesterly then northeasterly and southeasterly direction, that N.H.W.M. then the N.H.W.M. on the southwest then northwest, east and north shores of lac du Vieux and on the right bank of a tributary of that lake to the southeastern limit of the canton de Desaulniers, a meeting point whose coordinates are:

5 167 100 m N and 643 300 m E;

— thence, northeasterly, that southeastern limit to its intersection with a straight line whose apex coordinates are:

5 174 100 m N and 647 900 m E;

and 5 168 400 m N and 650 400 m E, a meeting point whose coordinates are:

5 172 600 m N and 648 550 m E, skirting lac Petit lac des Pins Rouges to the north along the N.H.W.M., and skirting lac Petit lac Shawinigan and lac Marchand to the south along the N.H.W.M.;

— thence, southeasterly, a straight line to a point whose coordinates are:

5 168 400 m N and 650 400 m E, skirting lac Marchand to the east along the N.H.W.M.;

— thence, in a general southeasterly direction, a broken line whose apex coordinates are:

5 167 750 m N and 653 000 m E;
5 169 900 m N and 653 900 m E;
5 171 700 m N and 653 800 m E;
5 177 600 m N and 651 600 m E;
5 178 700 m N and 653 100 m E;
5 177 400 m N and 658 300 m E;
and 5 176 200 m N and 659 700 m E;

— thence, southeasterly, a straight line to the northwestern limit of lot 62 of range 1 of the seigneurie du Cap-de-la-Madeleine;

— thence, northeasterly then southeasterly, southerly, southwesterly, southeasterly and northeasterly, a line surveyed by Mr. Gilles Drolet, Land Surveyor, on 23 January 1975, according to the following azimuths and distances:

| Azimuth | Distance |
|----------------|-----------------|
| 47°34'12" | 336.347 m |
| 137°10'18" | 486.918 m |
| 135°41'30" | 1 256.325 m |
| 178°23'03" | 387.736 m |
| 225°00'00" | 768.370 m |
| 132°57'00" | 475.811 m |
| 52°03'42" | 762.674 m |
| 50°04'36" | 94.183 m |
| 337°08'12" | 84.552 m |
| 354°08'42" | 284.653 m |
| 9°53'12" | 217.018 m |
| 61°40'30" | 242.682 m |
| 104°50'18" | 197.663 m |
| 46°31'24" | 124.968 m |
| 5°23'00" | 105.796 m |
| 94°14'36" | 94.092 m |
| 351°23'41" | 97.963 m |
| 50°13'18" | 304.800 m |

the latter point being situated on the western limit of range III (Saint-Théophile) of that seigniorie, a meeting point whose coordinates are:

5 169 550 m N and 665 700 m E;

— thence, northwesterly, the dividing line between range III and ranges II and A to the southern corner of lot 498 of range B of that seigniorie, a meeting point whose coordinates are:

5 170 500 m N and 664 725 m E;

— thence, northeasterly, the southeastern limit of that range B to the eastern corner of lot 493 of that range B, a meeting point whose coordinates are:

5 171 550 m N and 665 725 m E;

— thence, northwesterly, the dividing line between ranges B and IV (Saint-Alexandre) to the southern corner of lot 407 of range C of that seigniorie, a meeting point whose coordinates are:

5 172 250 m N and 665 100 m E;

— thence, northeasterly, the southeastern limit of range C to the dividing line between ranges C and V (Saint-Olivier), a meeting point whose coordinates are:

5 173 325 m N and 666 150 m E;

— thence, northwesterly, that dividing line to the southern corner of lot 401 of range D of that seigniory, a meeting point whose coordinates are:

5 173 825 m N and 665 650 m E;

— thence, northeasterly, the southeastern limit of that range D to the dividing line between ranges D and VI (Saint-Adolphe) of that seigniory;

— thence, southeasterly, that dividing line to the dividing line between lots 316 and 317 of range VI (Saint-Adolphe) of that seigniory;

— thence, northeasterly, that dividing line to the southwestern corner of lot 308 of range F of that seigniory;

— thence, northeasterly, the southeastern limit of that range F to the dividing line between the seigneurie du Cap-de-la-Madeleine and the canton de Radnor, a meeting point whose coordinates are:

5 176 375 m N and 668 375 m E;

— thence, northwesterly, that dividing line to the dividing line between lots 150 and 151 of 1st range Ouest Rivière Saint-Maurice of the canton de Radnor, a meeting point whose coordinates are:

5 177 000 m N and 667 650 m E;

— thence, northeasterly, that dividing line to the dividing line between 1st and 2nd ranges Ouest Rivière Saint-Maurice of that township, a meeting point whose coordinates are:

5 178 300 m N and 668 875 m E;

thence, southeasterly, that dividing line to the southern corner of lot 171 of that 2nd range Ouest Rivière Saint-Maurice:

— thence, northeasterly, the dividing line between lot 171 and lot 142 of 1st range Ouest Rivière Saint-Maurice of that township to the modified high-water mark (M.H.W.M.) on the right bank of rivière Saint-Maurice;

— thence, in a general northerly direction, that M.H.W.M. to the downstream side of the dam at La Tuque;

— thence, southeasterly, that downstream side to the M.H.W.M. on the left bank of rivière Saint-Maurice;

— thence, in a general northeasterly direction, that M.H.W.M. to the eastern limit of the right-of-way of the road leading to the village de La Croche, a meeting point whose coordinates are:

5 258 000 m N and 667 450 m E;

— thence, in a general northerly direction, the eastern limit of the right-of-way of that road running through the villages of Fitzpatrick and La Croche to the southeastern limit of the right-of-way of the road leading to lac Murphy;

— thence, northeasterly, that southeastern limit to the point whose coordinates are:

5 281 100 m N and 670 950 m E, that point being situated on the western limit of the Domaine Touristique La Tuque Inc. outfitting operation;

— thence, southerly, a straight line to the point whose coordinates are:

5 279 250 m N and 671 000 m E;

— thence, easterly, a straight line to the point whose coordinates are:

5 279 400 m N and 673 750 m E;

— thence, southerly, a straight line to the point whose coordinates are:

5 279 200 m N and 673 750 m E;

— thence, easterly, a straight line to the point whose coordinates are:

5 279 200 m N and 675 150 m E, that point being situated on the dividing line between the townships of Langelier and Bourgeois;

— thence, easterly, a straight line to the point whose coordinates are:

5 279 250 m N and 677 625 m E;

— thence, easterly, a straight line to the northwestern limit of the right-of-way of a road running northwest of highway 155, a meeting point whose coordinates are:

5 279 250 m N and 679 500 m E;

— thence, southerly, that northwestern limit to the dividing line between the townships of Bourgeois and Bickerdike, a meeting point whose coordinates are:

5 278 800 m N and 679 500 m E;

— thence, southeasterly, that dividing line to the point whose coordinates are:

5 274 500 m N and 684 150 m E;

— thence, in a general southeasterly direction, a broken line whose apex coordinates are:

5 273 800 m N and 683 850 m E;

5 272 500 m N and 684 550 m E;

5 272 500 m N and 685 850 m E;

and 5 272 650 m N and 686 650 m E, the latter point being situated on the dividing line between the townships of Bickerdike and Bourgeois;

— thence, southeasterly, that dividing line to the point whose coordinates are:

5 270 000 m N and 689 000 m E;

thence, in a general westerly then southwesterly direction, a broken line whose apex coordinates are:

5 270 000 m N and 686 000 m E;

5 264 200 m N and 685 150 m E;

5 263 650 m N and 686 100 m E, the latter point being situated on the northwestern limit of the canton de Charest;

5 260 275 m N and 682 875 m E, that point being situated on the northwestern limit of the canton de Charest;

5 256 650 m N and 682 875 m E, skirting lac Zephirin to the west along a parallel line 60 m from its N.H.W.M.;

5 252 400 m N and 679 800 m E, skirting lac Delisle to the west along a parallel line 60 m from its N.H.W.M.;

5 250 600 m N and 674 300 m E, skirting lac Fabi to the north along a parallel line 60 m from its N.H.W.M.;

and 5 249 500 m N and 672 900 m E;

— thence, southerly, a straight line to the N.H.W.M. on the left bank of a tributary of lac Seymour;

— thence, in a general southwesterly direction, a parallel line 60 m southeast to the N.H.W.M. on the southeast shore of lac Seymour to a point whose coordinates are:

5 248 850 m N and 672 650 m E;

— thence, in a general southerly then easterly direction, a broken line whose apex coordinates are:

5 245 725 m N and 672 800 m E, skirting to the east along the N.H.W.M. the lake that it meets;

5 245 725 m N and 673 250 m E;

5 240 950 m N and 674 425 m E;

5 237 400 m N and 674 425 m E;

5 236 250 m N and 679 700 m E;

and 5 236 350 m N and 687 850 m E;

— thence, in a general southerly then southwesterly direction, a broken line whose apex coordinates are:

5 232 150 m N and 686 350 m E;

5 229 080 m N and 686 260 m E;

— thence, northwesterly, a straight line to the N.H.W.M. on the right bank of rivière du Milieu whose coordinates are:

5 229 600 m N and 683 800 m E;

— thence, in a general southwesterly direction, the N.H.W.M. of that bank to its meeting point with the dividing line between lots 3 and 4 of the range northeast of the railroad in the canton de Carignan;

— thence, southwesterly, the northwestern limit of lot 3 to its meeting point with the northeastern limit of the right-of-way of the energy transmission line;

— thence, southeasterly, the limit of that right-of-way to the dividing line between lots 2 and 3 of the range northeast of the railroad;

— thence, northeasterly, that dividing line to the southwestern limit of the right-of-way of the railroad;

— thence, southeasterly then southwesterly, the limit of that right-of-way to the dividing line between lots 31A and 31B on the one hand and lots 32A and 32B on the other hand of range IX of the canton de Hackett;

— thence, southwesterly, the dividing line between those lots to the eastern limit of the right-of-way of the energy transmission line;

— thence, southeasterly, the limit of that right-of-way to the dividing line between ranges VII and VIII;

— thence, northeasterly, that dividing line to the western limit of the right-of-way of the railroad;

— thence, southeasterly, the limit of that right-of-way to the dividing line between lots 30A and 29A of range VII;

— thence, northeasterly, that dividing line;

— thence, northwesterly, the northeastern limit of lot 30A;

— thence, northeasterly, the dividing line between lot 30B on the one hand and lots 31 and 37 on the other hand, to the western limit of lot 36A of range VII;

— thence, southeasterly, the western limit of lots 36A, 35A and 34 to the dividing line between ranges VI and VII;

— thence, southwesterly, that dividing line to the southwestern limit of lot 29 of range VI;

— thence, southeasterly, the southwestern limit of lot 29;

— thence, southwesterly, the southeastern limit of lots 24, 18B and 18A;

— thence, southeasterly, the southwestern limit of lot 17A of range VI;

— thence, southwesterly, the dividing line between ranges V and VI to the eastern limit of the right-of-way of the energy transmission line;

— thence, southeasterly, the limit of that right-of-way to its meeting point with the northeastern limit of lot 12 of range V;

— thence, southeasterly, the northeastern limit of that lot to the dividing line between lots 14 and 15;

— thence, northeasterly, that dividing line to the southwestern limit of the right-of-way of the railroad;

— thence, southeasterly, the limit of that right-of-way to the dividing line between ranges V and IV;

— thence, southwesterly, that dividing line to the northeastern limit of the right-of-way of the energy transmission line;

— thence, southeasterly, the limit of that right-of-way to the dividing line between lots 12 and 13 of range III;

— thence, northeasterly, that dividing line to the southwestern limit of the right-of-way of the railroad;

— thence, southeasterly, the limit of that right-of-way to the N.H.W.M. on the northwestern bank of lac Masketsi;

— thence, in a general southwesterly then southeasterly directions, the N.H.W.M. on the southwest shore of lac Masketsi, from the N.H.W.M. on the right bank of the tributary of that lake, the N.H.W.M. on the west and south shores of petit lac Masketsi and from the N.H.W.M. on the right bank of its tributary to the eastern limit of the right-of-way of the railroad;

— thence, southeasterly, the limit of that right-of-way to the point whose coordinates are:

5 200 725 m N and 691 850 m E;

— thence, northeasterly, a straight line to the point whose coordinates are:

5 202 350 m N and 693 325 m E;

— thence, southeasterly, a straight line to the dividing line between the townships of Marmier and Chavigny, a point whose coordinates are:

5 201 700 m N and 694 100 m E;

— thence, northeasterly, that dividing line;

— thence, northwesterly, the northeastern limit of the canton de Marmier, skirting lac Sarto along the N.H.W.M. along the northeast shore;

— thence, northeasterly, the southeastern limit of the townships of Hackett and Lapeyrère, skirting lac Héloïse to the south along the N.H.W.M. to a point whose coordinates are:

5 219 800 m N and 699 600 m E;

— thence, southeasterly, that southwestern limit to the dividing line between ranges V and IV of the canton de Bois, skirting the lakes met there to the south along the N.H.W.M.;

— thence, northeasterly, that dividing line to the dividing line between lots 27 and 28 of that range IV;

— thence, southeasterly, that dividing line to the dividing line between ranges IV and III of that township;

— thence, northeasterly, that dividing line to the dividing line between lots 34 and 35 of that range III;

— thence, southeasterly, that dividing line to the dividing line between ranges III and II of that township;

— thence, southwesterly, that dividing line to the dividing line between lots 35 and 34 of that range II;

— thence, southeasterly, that dividing line to a parallel line 402.33 m from the N.H.W.M. on the right bank of rivière à Pierre;

— thence, in a general southwesterly direction, that parallel line to the dividing line between lots 26 and 27 of range II of the canton de Bois, a meeting point whose coordinates are:

5 212 475 m N and 717 075 m E;

— thence, southeasterly, that dividing line then the dividing line between lots 26 and 27 of range I of that township to a parallel line 402.33 m on the left bank of the rivière à Pierre;

— thence, in a general southwesterly direction, that parallel line to the dividing line between lots 21 and 22 of range I of that township;

— thence, southeasterly, that dividing line to the dividing line between the townships of Bois and Colbert;

— thence, southwesterly, that dividing line to the dividing line between lots 37 and 38 of range XII of the canton de Colbert;

— thence, southeasterly, that dividing line to the dividing line between ranges XII and XI of that township;

— thence, southwesterly, that dividing line to the dividing line between lots 44 and 45 of range XI of that township;

— thence, southeasterly, that dividing line to the dividing line between ranges XI and X of that township;

— thence, southwesterly, that dividing line to the northeastern limit of the right-of-way of highway 367;

— thence, in a general southeasterly direction, that northeastern limit to the dividing line between ranges VIII and VII of the canton de Colbert;

— thence, northeasterly, that dividing line to the dividing line between lots 45 and 46 of range VIII of that township;

— thence, southeasterly, a straight line to the northeast corner of lot 46 of range VII of that township;

— thence, southeasterly, the northeastern limit of that lot 46 to the dividing line between ranges VII and VI of that township;

— thence, northeasterly, that dividing line to the dividing line between lots 40 and 41 of range VI of that township;

— thence, southeasterly, that dividing line to the dividing line between ranges VI and V of that township;

— thence, northeasterly, that dividing line to the dividing line between lots 13 and 14 of range V of that township;

— thence, southeasterly, that dividing line then the dividing line between lots 13 and 14 of range IV to the dividing line between ranges IV and III of that township;

— thence, northeasterly, that dividing line then the dividing line between ranges VIII and IX of the canton de Gosford to the northeastern limit of lot 12 of range IX of that township;

— thence, northwesterly, that northeastern limit to the southeastern limit of range I of the canton de Roquemont;

— thence, northeasterly, the southeastern limit of lots 25 and 26 of range 1 of the canton de Roquemont to the northeastern limit of that lot 26;

— thence, northwesterly, that northeastern limit then the southwestern limit of ranges II, III and IV of that township to the northwestern limit of lot 32 of that range IV;

— thence, northeasterly, that northwestern limit to the southwestern limit of range V of that township;

— thence, northwesterly that southwestern limit to the northwestern limit of lot 40 of that range V;

— thence, southwesterly then northwesterly, the southeastern and southwestern limits of the territory known as “Réserve des Sauvages” to the dividing line between the townships of Roquemont and Tonti;

— thence, northeasterly, that dividing line to the northeastern limit of the canton de Roquemont;

— thence, southeasterly, that northeastern limit to the northwestern limit of lot 64 of range V of that township;

— thence, southwesterly, the northwestern limit of lots 64 to 45 of range V of that township to the dividing line between lots 45 and 44 of that range V;

— thence, southeasterly, that dividing line then the dividing line between lots 42 and 43 of ranges IV, III, II and I to the dividing line between the townships of Roquemont and Gosford;

— thence, northeasterly, that dividing line to the northeastern limit of the canton de Gosford;

— thence, southeasterly, that northeastern limit to the dividing line between concessions VIII and IX of the seigneurie de Saint-Gabriel;

— thence, northeasterly, that dividing line to the dividing line between lots 719 and 720 of that concession VIII then the dividing line between lots 681 and 682 of that concession VII to the dividing line between concessions VII and VI of that seignory;

— thence, northeasterly, that dividing line to the northeastern limit of lot 665 in that concession VI;

— thence, southeasterly, that northeastern limit then the northeastern limit of lot 596 of concession V of that seignory to the southeastern limit of that lot 596;

— thence, northeasterly, a straight line to the intersection of the N.H.W.M. on the southwest shore of lac Cassian with the northeastern limit of the fief Saint-Ignace, a meeting point whose coordinates are:

5 218 175 m N and 307 850 m E;

— thence, northwesterly, that northeastern limit to the dividing line between ranges XII and XIII of the canton de Stoneham, a meeting point whose coordinates are:

5 219 900 m N and 306 800 m E, skirting lac Cassian to the west along its N.H.W.M.;

— thence, northeasterly, that dividing line to the watershed line between the basin of rivière Sainte-Anne and that of rivière Jacques-Cartier, established in 1926 by Mr. D. I. O’Gallagher, Land Surveyor (notebook S.F. 450 D deposited with the Service de l’arpentage of the Ministère de l’Énergie et des Ressources du Québec), a meeting point whose coordinates are:

5 220 575 m N and 307 900 m E;

— thence, in a general northeasterly direction, that watershed line to the point whose coordinates are:

5 235 570 m N and 314 000 m E;

— thence, southerly, a straight line to the point of intersection of the N.H.W.M. on the right bank of the tributary of lac Saurtney with a parallel line 60 m west of the western limit of the right-of-way of a forest road that runs west of lakes Saurtney and Petit lac Dubois, a meeting point whose coordinates are:

5 232 870 m N and 314 100 m E;

— thence, in a general southeasterly direction, that parallel line to the dividing line between ranges XIII and XII of the canton de Tewkesbury, a meeting point whose coordinates are:

5 227 000 m N and 318 100 m E;

— thence, southwesterly, that dividing line to the dividing line between lots 24 and 25 of range XII of that township, a meeting point whose coordinates are:

5 226 575 m N and 317 375 m E;

— thence, southeasterly, that dividing line then the dividing line between lots 24 and 25 of ranges XI and X to the dividing line between ranges X and IX of that township, a meeting point whose coordinates are:

5 222 550 m N and 320 050 m E;

— thence, southwesterly, that dividing line to the dividing line between lots 22 and 21 of range IX of that township, a meeting point whose coordinates are:

5 221 675 m N and 318 725 m E;

— thence, southeasterly, that dividing line then the dividing line between lots 22 and 21 of range VIII to the dividing line between ranges VIII and VII of that township, a meeting point whose coordinates are:

5 218 950 m N and 320 475 m E;

— thence, northeasterly, that dividing line to the northwestern limit of the right-of-way of a hydroelectric power transmission line situated northwest of highway 54, a meeting point whose coordinates are:

5 220 100 m N and 322 175 m E;

— thence, northeasterly, that northwestern limit to the dividing line between lots 26 and 27 of range VIII of the canton de Tewkesbury;

— thence, northwesterly, that dividing line to the property line of Domaine de la Cache, which is a watershed line between the Cachée and à l'Épaule rivers;

— thence, in a general northeasterly direction, that property line according to the following azimuths and distances:

| Azimuth | Distance |
|----------------|-----------------|
| 356°11'24" | 115.90 m |
| 0°18'54" | 83.39 m |
| 313°10'00" | 133.16 m |
| 355°36'48" | 68.15 m |
| 35°28'36" | 97.72 m |
| 357°09'00" | 89.85 m |
| 11°40'54" | 77.75 m |
| 19°52'36" | 97.61 m |
| 1°53'42" | 66.32 m |
| 339°49'42" | 77.64 m |
| 32°36'12" | 78.13 m |
| 87°18'18" | 58.14 m |
| 82°53'48" | 64.53 m |
| 18°40'12" | 92.76 m |
| 7°53'12" | 29.17 m |
| 54°05'03" | 46.27 m |

the latter point being situated on the dividing line between lots 28 and 29 of range VIII of the canton de Tewkesbury;

— thence, northwesterly, that dividing line over a distance of 240.03 m, namely, to the dividing line between ranges VIII and IX of that township, a meeting point whose coordinates are:

5 222 300 m N and 322 700 m E;

— thence, northeasterly, that dividing line to the dividing line between lots 34 and 35 of range IX of that township, a meeting point whose coordinates are:

5 223 975 m N and 325 300 m E;

— thence, northwesterly, that dividing line to the dividing line between ranges IX and X of that township, a meeting point whose coordinates are:

5 225 300 m N and 324 425 m E;

— thence, northeasterly, that dividing line to the dividing line between lots 36 and 37 of range IX of that township, a meeting point whose coordinates are:

5 226 000 m N and 325 550 m E;

— thence, northeasterly, a straight line to the southwestern limit of the canton de Cauchon, a meeting point whose coordinates are:

5 228 130 m N and 326 870 m E;

— thence, southeasterly, that southwestern limit of the dividing line between the canton de Cauchon and the seigneurie de la Côte-de-Beaupré, a meeting point whose coordinates are:

5 224 525 m N and 329 300 m E;

— thence, northeasterly, that dividing line to the line surveyed by Mr. André Jobin, Land Surveyor, on 23 November 1964, a meeting point whose coordinates are:

5 230 900 m N and 335 400 m E;

— thence, in a general northerly direction, that surveyed line according to the following azimuths and distances:

| Azimuth | Distance |
|----------------|-----------------|
| 16°01' | 1 457.402 m |
| 30°52' | 1 133.924 m |
| 19°41' | 1 266.534 m |
| 290°28' | 1 546.499 m |
| 223°50' | 820.403 m |
| 320°28' | 211.770 m |
| 17°56' | 644 462 m |
| 304°48' | 520 904 m |
| 355°20' | 1 507.794 m |
| 47°16' | 1 209.523 m |
| 6°02' | 1 394.215 m |
| 23°30' | 1 013.625 m |
| 328°59' | 1 366.856 m |

the latter point being situated on the eastern limit of the right-of-way of highway 175, a meeting point whose coordinates are:

5 241 325 m N and 335 075 m E;

— thence, northerly, that eastern limit to a line surveyed by Mr. André Jobin, Land Surveyor, on 23 November 1964, a meeting point whose coordinates are:

5 241 450 m N and 335 075 m E;

— thence, in a general northeasterly direction, that surveyed line according to the following azimuths and distances:

| Azimuth | Distance |
|----------------|-----------------|
|----------------|-----------------|

| | |
|---------|-------------|
| 101°19' | 594.572 m |
| 47°18' | 3 107.885 m |
| 10°32' | 321.265 m |
| 49°51' | 450.556 m |
| 10°06' | 288.938 m |
| 39°37' | 624.124 m |
| 5°01' | 48.784 m |
| 32°01' | 314.144 m |
| 82°33' | 344.500 m |
| 22°43' | 472.845 m |
| 49°48' | 787.995 m |
| 1°55' | 638.085 m |
| 28°50' | 698.174 m |
| 33°21' | 657.699 m |

then the extension of that straight line to the centre line of rivière Noire, a meeting point whose coordinates are:

5 248 150 m N and 340 800 m E;

— thence, in a general southeasterly direction, the centre line of that river then its extension to the N.H.W.M. on the left bank of the effluent of lac Saunier, namely, to the line surveyed by Mr. André Jobin, Land Surveyor, on 23 November 1964, a meeting point whose coordinates are:

5 245 100 m N and 341 625 m E;

— thence, in a general southerly direction, that surveyed line according to the following azimuths and distances:

| Azimuth | Distance |
|----------------|-----------------|
|----------------|-----------------|

| | |
|---------|-------------|
| 154°54' | 537.642 m |
| 174°30' | 314.466 m |
| 184°48' | 389.622 m |
| 163°41' | 454.016 m |
| 150°20' | 373.187 m |
| 133°49' | 261.518 m |
| 165°13' | 111.930 m |
| 197°22' | 149.649 m |
| 165°34' | 275.862 m |
| 235°49' | 539.331 m |
| 175°30' | 703.062 m |
| 265°26' | 576.387 m |
| 175°30' | 1 409.564 m |
| 78°11' | 436.132 m |
| 142°05' | 606.361 m |
| 168°34' | 688.397 m |
| 245°38' | 579.102 m |
| 190°28' | 250.394 m |
| 104°27' | 660.314 m |

the latter point being situated on the northwestern limit of the seigneurie de la Côte-de-Beaupré, a meeting point whose coordinates are:

5 238 200 m N and 342 400 m E;

— thence, northeasterly, that northwestern limit to the N.H.W.M. on the right bank of rivière Sainte-Anne, a meeting point whose coordinates are:

5 261 600 m N and 362 575 m E;

— thence, in a general southeasterly then southwesterly direction, that N.H.W.M. to the N.H.W.M. on the left bank of the St. Lawrence River;

— thence, in a general southwesterly direction, that N.H.W.M. to the downstream side of the Pierre Laporte bridge;

— thence, northwesterly, that downstream side then the northeastern limit of the right-of-way of autoroute 73 (autoroute Henri IV, in Québec City) to the northwestern limit of the right-of-way of highway 138;

— thence, in a general southwesterly direction, that northwestern limit to the northeastern limit of the right-of-way of highway 158;

— thence, in a general northwesterly direction, that northeastern limit to the southeastern limit of highway 347;

— thence, in a general northwesterly direction, that southeastern then northeastern limit to the southeastern limit of the right-of-way of highway 348;

— thence, northeasterly, that southeastern limit to the northeastern limit of the right-of-way of the highway crossing the Maskinongé and Mastigouche rivers;

— thence, northwesterly, that northeastern limit to the southeastern limit of the right-of-way of the highway leading to Saint-Charles-de-Mandeville;

— thence, northeasterly, that southeastern limit to the southwestern limit of the right-of-way of a road bordering rivière Mastigouche and leading to lac Catherine;

— thence, in a general northwesterly then northeasterly direction, that southwestern then northwestern limit to the starting point.

The coordinates mentioned above are expressed in metres and were traced graphically from the U.T.M. grid, N.A.D. 1927, used on the maps to a scale of 1:50 000 published by the Department of Energy, Mines and Resources of Canada.

The original of this document is kept by the Division des données foncières et de la cartographie of the Ministère de l'Environnement et de la Faune.

Québec, 19 November 1996

Prepared by: HENRI MORNEAU,
Land Surveyor

Minute: 9145

PROVINCE OF QUÉBEC
MINISTÈRE DE L'ENVIRONNEMENT
ET DE LA FAUNE

TECHNICAL DESCRIPTION
FISHING-BREEDING AREAS

Area 23

That area comprises: the St. Lawrence River downstream from Pierre-Laporte bridge and all the islands found there, except île d'Orléans, rivière Boyer downstream from the bridge on highway 132, rivière Saguenay downstream from Dubuc bridge at Chicoutimi and all the islands found there, the estuary of rivière York downstream from Gaspé bridge, the estuary of rivière Dartmouth, rivière Grande Rivière and rivière Petit Port-Daniel downstream from the bridge on highway 132; the estuary of rivière Saint-Jean, rivière Malbaie, rivière Petit Pabos, rivière Grand Pabos Ouest and rivière Port-Daniel downstream from the bridge on the Canadian National railroad, baie des Chaleurs downstream from Campbellton bridge and all the Canadian waters along the Québec seacoast and all the islands found there, except and to be withdrawn therefrom fish-breeding areas 1 and 2.

The original of this document is kept at the Division des données foncières et de la cartographie of the Ministère de l'Environnement et de la Faune.

Québec, 19 November 1996

Prepared by: HENRI MORNEAU,
Land Surveyor

Minute: 9146

1237

Draft Regulation

An Act to foster the development of manpower training (1995, c. 43)

Collector organizations

Notice is hereby given, in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), that the "Regulation respecting collector organizations", the text of which appears below, may be enacted by the Government, with or without amendment, upon the expiry of 45 days following this publication.

The purpose of this draft regulation is to set the conditions under which the Société québécoise de développement de la main-d'oeuvre will recognize collector organizations which, in accordance with section 8 of the Act, wish to implement a training plan for the benefit of employees of many employers. It should facilitate the development of training in small and medium businesses that are not able to implement such a plan individually.

The draft regulation also stipulates the conditions under which such a training plan can be accredited. It goes on to stipulate the conditions which collector organizations will have to satisfy in the administration of their accredited training plan and of funds collected from participating employers. It stipulates that accreditation can be revoked if the Act or the Regulation are not complied with.

Under the draft regulation, a collector organization cannot act as a training body unless it is accredited as such under the Regulation respecting the accreditation of training bodies.

Further information may be obtained by contacting Mrs. Francine Gaudette, Société québécoise de développement de la main-d'oeuvre, 800, place Victoria, 29^e étage, Montréal (Québec), H4Z 1B7. Telephone: (514) 873-1892.

Any interested person having comments to make is asked to send them in writing, before the expiry of the 45-day period, to the President and Chief Executive Officer of the Société québécoise de développement de la main-d'oeuvre, Mrs. Diane Bellemare, 800, place Victoria, 29^e étage, Montréal (Québec), H4Z 1B7.

LOUISE HAREL,
*Minister of State for
Employment and Solidarity*

Regulation respecting collector organizations

An Act to foster the development of manpower training (1995, c. 43, s. 21, par. 2° and 3°)

1. A sectoral or regional association, a joint committee, a community organization or other body wishing to be recognized as a collector organization and receive payments made by an employer for the implementation of a training plan must apply in writing to the Société québécoise de développement de la main-d'oeuvre using the form provided, giving the following information:

1° its name and address;

2° the registration number attributed to it under the Act respecting the legal publicity of sole proprietorships, partnerships and legal persons (R.S.Q., c. P-45), if any;

3° a description of the economic activity sector in which the applicant is active and the names of the region or regions covered;

4° the joint or multi-partite composition of its board of directors, as the case may be;

5° the identity of the employers or group of employers ready to make the payments.

A sectoral manpower committee mentioned in paragraph 3° of section 18 of the Act respecting the Société québécoise de développement de la main-d'oeuvre (R.S.Q., c. S-22.001) is recognized as a collector organization with no further formalities.

2. The applicant will not be recognized as a collector organization unless it is constituted as a legal person under Part III of the Companies Act (R.S.Q., c. C-38).

In addition, unless the applicant is a community organization, its members must be employers belonging to the same economic activity sector or from the same region.

This section does not apply to a joint committee within the meaning of paragraph *c* of section 1 of the Act respecting collective agreement decrees (R.S.Q., c. D-2).

3. The applicant must file, with the Société to have it accredited, the training plan he intends to implement for the personnel of the employers which make payments. The plan can also stipulate expenditures for the benefit of apprentices, trainees and teachers undergoing refresher training in the workplace within the meaning of para-

graphs 2° and 3° of the Regulation respecting eligible training expenditures enacted by order in council 1586-95 of December 5, 1995.

A sectoral committee must also submit such a plan to the Société for accreditation.

4. Only a recognized collector organization can have its training plan accredited by the Société.

5. A training plan is accredited if it contains:

1° an analysis of the needs of the personnel;

2° a brief description of each of the proposed training activities;

3° identification of an order of priorities according to job categories;

4° a timetable for completion of the plan and its length, which cannot exceed five years;

5° a description of how the applicant will implement the plan.

6. A collector organization can only provide training itself if it is accredited as a training body under the Regulation respecting the accreditation of training bodies, trainers and training services.

7. A recognized collector organization can receive financial assistance for the implementation of an accredited training plan for the personnel of health establishments covered by the Act respecting health services and social services (R.S.Q., c. S-4.2) and of villages covered by the Act respecting Northern Villages and the Kativik Regional Government (R.S.Q., c. V-6.1). This assistance is likened to the payments stipulated in section 8 of the Act to foster the development of manpower training.

8. Within three months after the date of accreditation of its training plan and, thereafter, before March 1 of each year, the recognized collector organization must submit to the Société its budget forecasts for the current year.

9. The recognized collector organization must keep an up-to-date register in which it records, for each training activity:

1° the title;

2° a statement of its objectives, content and length;

3° the name of the recognized educational institution, accredited training body or accredited trainer providing the training;

4° the names of the employers concerned;

5° the job categories covered;

6° the number of employees participating and the results obtained;

7° the cost.

10. The recognized collector organization must provide the Société, when requested, with any information in the register.

11. The collector organization must ensure that the employee who participates successfully in a training activity it organizes receives an attestation of achievement.

If no attestation is awarded by the provider of the training, the collector organization must provide the employee concerned with such an attestation. The attestation includes the items mentioned in section 16 of the Regulation respecting the accreditation of training bodies, trainers and training services.

12. The recognized collector organization must keep an up-to-date detailed statement of expenditures made and keep appropriate vouchers. It must provide the Société with any voucher when requested to do so.

13. The management expenses of the recognized training organization, other than the expenses necessary to prepare, implement and monitor the accredited training plan, are limited to 10 % of the expenditures made during the period of the plan's validity.

The fees payable under section 25-26 and those payable under section 1 of the Regulation respecting fees payable under section 23 of the Act to foster the development of manpower training enacted by the Société in its decision of February 22, 1996 are counted for the recognized collector organization in addition to the expenses necessary for the implementation of the plan.

14. The recognized collector organization cannot count as an expenditure stemming from the accredited training plan an expenditure that does not comply with the accredited plan or with the purpose of the Act.

15. A recognized collector organization can amend the accredited training plan before completion; it must submit the amended plan containing the items mentioned in section 5 to the Société.

16. For each calendar year, the recognized collector organization provides each participating employer, no later than the month following the end of such calendar year, with a receipt corresponding to the amount of its payments.

17. The funds gathered by the recognized collector organization for the purposes of the Act, including dues, must be paid into a trust account, in a chartered bank or other legally authorized deposit-taking institution. The money withdrawn from this account must be used exclusively for training expenditures stemming from the accredited plan.

18. The interest produced by the account must be used for the implementation of the accredited training plan.

19. A recognized collector organization must provide the Société, before March 31, with an annual activity report including:

1° a list of employers that have paid money to the organization during the calendar year that has just ended;

2° the approximate number of employees represented by the employers contributing to the organization;

3° the cost of activities carried out;

4° the surplus accumulated in the trust account;

5° the number of employees who participated in a training activity;

6° an assessment of the results in regard to the objectives;

7° audited financial statements.

20. A recognized collector organization whose training expenditures are less than the amounts collected for the purposes of an accredited training plan must pay the difference between these two amounts into the Fonds national de formation de la main-d'oeuvre unless the organization obtains from the Société a new accreditation for a training plan specifying how this surplus will be used.

21. The board of directors of the Société can suspend or revoke an accreditation if it concludes that the Act, this regulation or the accredited plan are not being observed.

22. The collector organization whose recognition is suspended or revoked must stop collecting contributions from employers.

23. If the accreditation of a training plan is suspended or revoked, the amounts collected by the recognized training organization and the interest produced by these amounts are paid into the Fonds national de formation de la main-d'oeuvre.

Under the Fonds national, these amounts are set aside, for a period of not more than three years from the date of revocation, with a view to being used for training personnel of employers who made a payment to a collector organization whose plan is revoked.

24. Recognition of a collector organization terminates six months after the term of an accredited training plan or after its revocation if accreditation of a new plan is not obtained by the same organization during such period.

25. The fees payable for accreditation of a training plan are \$500, except in the case of accreditation of a training plan of a sectoral committee.

26. The fees payable for accreditation of an amended training plan are \$250.00.

27. This regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

Notices

Notice

An Act respecting the conservation and the development of wildlife (R.S.Q., c. C-61.1)

Chart of the wildlife habitats

Notice is hereby given, in accordance with section 128.3 of the Act respecting the conservation and development of wildlife (R.S.Q., c. C-61.1) that the chart of each of the wildlife habitats identified in Schedule I, which is attached hereto, pertaining to each animal species mentioned therein, has been prepared or, as the case may be, replaced.

Any interested person may consult the chart of each wildlife habitat at the ministère de l'Environnement et de la Faune, 150, boulevard René-Lévesque Est, Québec, G1R 4Y1 or at one of its regional offices.

The charts come into force on the fifteenth day following the date of the publication of this notice in the *Gazette officielle du Québec*.

DAVID CLICHE,
Minister of Environment and Wildlife,

SCHEDULE 1

NOTICE IN THE GAZETTE OFFICIELLE DU QUÉBEC

| Habitat | Animal concerned | Habitat number | Québec administrative region N° and name | Regional county municipality | Municipality | Habitat chart number |
|--------------------------|---|----------------|---|---|---|--|
| Waterfowl gathering area | Geese, ducks | 02-02-0055-93 | 02 -Saguenay-Lac-Saint-Jean | Lac-Saint-Jean-Est Maria-Chapdelaine | Sainte-Monique Péribonka | 32A09-200-0202 32A16-200-0102 |
| Waterfowl gathering area | Geese, ducks | 02-02-0141-90 | 02 -Saguenay-Lac-Saint-Jean | Maria-Chapdelaine | Mistassini | 32A09-200-0201 ¹ |
| Waterfowl gathering area | Geese, ducks | 02-02-0145-90 | 02 -Saguenay-Lac-Saint-Jean | Maria-Chapdelaine | Mistassini | 32A09-200-0201 ¹ |
| Waterfowl gathering area | Geese, ducks | 02-02-0174-90 | 02 -Saguenay-Lac-Saint-Jean | Le Domaine-du-Roy Maria-Chapdelaine | Saint-Félicien Mistassini | 32A09-200-0201 ¹ |
| Waterfowl gathering area | Geese, ducks | 02-02-0179-93 | 02 -Saguenay-Lac-Saint-Jean | Lac-Saint-Jean-Est Maria-Chapdelaine | Sainte-Monique Mistassini Péribonka | 32A09-200-0202 32A16-200-0102 |
| Waterfowl gathering area | Geese, ducks | 02-02-0180-93 | 02 -Saguenay-Lac-Saint-Jean | Maria-Chapdelaine | Mistassini | 32A09-200-0202 |
| Waterfowl gathering area | Geese, ducks | 02-02-0182-93 | 02 -Saguenay-Lac-Saint-Jean | Lac-Saint-Jean-Est | Sainte-Monique | 22D12-200-0201 32A09-200-0202 |
| Waterfowl gathering area | Geese, ducks | 02-02-0183-93 | 02 -Saguenay-Lac-Saint-Jean | Lac-Saint-Jean-Est Maria-Chapdelaine | Sainte-Monique Péribonka | 22D12-200-0201 32A09-200-0202 32A16-200-0102 |
| Heronry | Great Blue Heron, Black-crowned Night-Heron | 03-07-0295-92 | 07 -Outaouais | Papineau | Duhamel | 31G14-200-0202 ² 31J03-200-0102 ³ |
| White-tailed deer yard | White-tailed deer | 06-07-9116-93 | 07 -Outaouais | Papineau | Duhamel Lac-des-Plages | 31G14-200-0202 ² 31J03-200-0102 ³ |

1 The minuted map 8861 of Henri Morneau is replaced by minute 9113

2 The minuted map 747 of Jacques Pelchat is replaced by minute 1043

3 The minuted map 753 of Jacques Pelchat is replaced by minute 1044

Index Statutory Instruments

Abbreviations: **A**: Abrogated, **N**: New, **M**: Modified

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| Catholic School Boards — Directors-General and Assistant Directors-General — Conditions of Employment (Education Act, R.S.Q., c. I-13.3) | 872 | M |
| Catholic School Boards — Educational Administrators — Terms of Employment (Education Act, R.S.Q., c. I-13.3) | 855 | M |
| Catholic School Boards — Principals and Vice-Principals — Terms of Employment (Education Act, R.S.Q., c. I-13.3) | 885 | M |
| Chart of wildlife habitats (An Act respecting the conservation and development of wildlife, R.S.Q., c. C-61.1) | 919 | |
| Collector organizations (An Act to foster the development of manpower training, 1995, c. 43) | 914 | Draft |
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