

# Gazette officielle du Québec

## Part 2 Laws and Regulations

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## Coming into force of Acts

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Gouvernement du Québec

### **O.C. 1233-98, 23 September 1998**

#### **An Act respecting Héma-Québec and the haemovigilance committee (1998, c. 41)**

#### **— Coming into force of sections 3 and 55**

COMING INTO FORCE of sections 3 and 55 of the Act respecting Héma-Québec and the haemovigilance committee

WHEREAS the Act respecting Héma-Québec and the haemovigilance committee (1998, c. 41) was assented to on 20 June 1998;

WHEREAS under section 76 of that Act, its provisions come into force on the date or dates to be fixed by the Government;

WHEREAS the provisions of that Act, except sections 3 and 55, came into force on 8 July 1998 under Order in Council 942-98 dated 8 July 1998;

WHEREAS it is now expedient to fix the date of coming into force of sections 3 and 55 of that Act;

IT IS ORDERED, therefore, on the recommendation of the Minister of Health and Social Services:

THAT the provisions of sections 3 and 55 of the Act respecting Héma-Québec and the haemovigilance committee (1998, c. 41) come into force on 28 September 1998.

MICHEL NOËL DE TILLY,  
*Clerk of the Conseil exécutif*

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## Regulations and other acts

Gouvernement du Québec

### O.C. 1211-98, 23 September 1998

An Act respecting the preservation of agricultural land and agricultural activities  
(R.S.Q., c. P-41.1)

#### Tariff of duties, fees, expenses and costs — Amendments

Regulation to amend the Regulation respecting the tariff of duties, fees, expenses and costs made under the Act respecting the preservation of agricultural land

WHEREAS under paragraphs 8 and 9.1 of section 80 of the Act to preserve agricultural land (R.S.Q., c. P-41.1; 1996, c. 26, s. 49; 1997, c. 43, s. 494), now entitled the Act respecting the preservation of agricultural land and agricultural activities under section 1 of Chapter 26 of the Statutes of 1996, the Government may, by regulation, determine the amount of duties, fees, expenses and costs payable in respect of any application or declaration submitted to the commission and determine the amount of duties payable for the issue of an attestation under section 15 or 105.1;

WHEREAS in accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a text of the draft Regulation to amend the Regulation respecting the tariff of duties, fees, expenses and costs made under the Act respecting the preservation of agricultural land was published in Part 2 of the *Gazette officielle du Québec* of 10 June 1998, with a notice that it could be made by the Government upon the expiry of 45 days following its publication;

WHEREAS the 45-day period has expired;

WHEREAS it is expedient to make the Regulation without amendment;

IT IS ORDERED, therefore, on the recommendation of the Minister of Agriculture, Fisheries and Food:

THAT the Regulation to amend the Regulation respecting the tariff of duties, fees, expenses and costs made under the Act respecting the preservation of agricultural land, attached to this Order in Council, be made.

MICHEL NOËL DE TILLY,  
*Clerk of the Conseil exécutif*

### Regulation to amend the Regulation respecting the tariff of duties, fees, expenses and costs made under the Act respecting the preservation of agricultural land<sup>(\*)</sup>

An Act respecting the preservation of agricultural land and agricultural activities  
(R.S.Q., c. P-41.1, s. 80, pars. 8 and 9.1; 1996, c. 26, s. 49; 1997, c. 43, s. 494)

**1.** The title of the Regulation respecting the tariff of duties, fees, expenses and costs made under the Act respecting the preservation of agricultural land is replaced by “Regulation respecting the tariff of duties, fees and costs made under the Act respecting the preservation of agricultural land and agricultural activities”.

**2.** The following is inserted after section 3:

“**3.1** An amount of \$50 shall be paid by any person who files a declaration under section 32 or 32.1 of the Act with the Commission.

**3.2** An amount of \$54 shall be paid by any person who applies to the Commission for the issue of an attestation under section 15 of the Act or an attestation under section 105.1 of the Act to the effect that a condition set out in a decision has been complied with.

**3.3** An amount of \$203 shall be paid by any person who applies to the Commission for the issue of an attestation under section 105.1 of the Act to the effect that an order issued by the Commission has been complied with.”.

**3.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

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\* The Regulation respecting the tariff of duties, fees, expenses and costs made under the Act respecting the preservation of agricultural land by Order in Council 90-91 dated 23 January 1991 (1991, *G.O.* 2, 976), was amended by the Regulations made by Orders in Council 8-93 dated 13 January 1993 (1993, *G.O.* 2, 517) and 455-97 dated 9 April 1997 (1997, *G.O.* 2, 1699).

Gouvernement du Québec

## O.C. 1218-98, 23 September 1998

An Act respecting income security  
(R.S.Q., c. S-3.1)

### Income security — Amendment

Regulation to amend the Regulation respecting income security

WHEREAS in accordance with section 91 of the Act respecting income security (R.S.Q., c. S-3.1.1), the Government made the Regulation respecting income security by Order in Council 922-89 dated 14 June 1989;

WHEREAS it is expedient to amend that Regulation;

WHEREAS under sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft Regulation to amend the Regulation respecting income security was published in Part 2 of the *Gazette officielle du Québec* of 23 June 1998, on page 2299, with a notice that it could be made by the Government upon the expiry of 45 days following that publication;

WHEREAS the 45-day period has expired;

WHEREAS it is expedient to make the Regulation with amendments;

IT IS ORDERED, therefore, upon the recommendation of the Minister of State for Employment and Solidarity and Minister of Employment and Solidarity:

THAT the Regulation to amend the Regulation respecting income security, attached hereto, be made.

MICHEL NOËL DE TILLY,  
*Clerk of the Conseil exécutif*

## Regulation to amend the Regulation respecting income security<sup>(\*)</sup>

An Act respecting income security  
(R.S.Q., c. S-3.1.1, s. 91, 1st par., subpar. 5 and 2nd par.; 1997, c. 57, s. 58)

**1.** Section 34 of the Regulation respecting income security is amended by substituting “12” for “6” in the third paragraph.

**2.** Section 34.1 is amended by substituting “9 months of age.” for everything that follows “under”.

**3.** Section 34.2 is amended by substituting “9 months old or over but less than 12 months old, upon receipt by the Minister of the medical certificate.” for everything that follows “dependent child”.

**4.** The following is substituted for section 34.3:

“**34.3** The special benefits provided for in section 34.1 shall be granted up to a total of 35 cases of 12 x 385-ml cans for the entire period covered. Those provided for in section 34.2 shall be granted up to a total of 9 cases of 12 x 385-ml cans for the entire period covered.

The benefits to be granted are as follows:

(1) \$32.00 per purchase of two cases of 12 x 385-ml cans, up to 48 cans per month, if the dependent child is under 7 months of age; or

(2) \$16.00 per purchase of one case of 12 x 385-ml cans, up to 36 cans per month, if the dependent child is 7 months old or over but less than 12 months old.”.

**5.** Section 34.5 is amended by inserting “or in section 34.2” after “34.1”.

**6.** This Regulation comes into force on 1 November 1998.

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\* The Regulation respecting income security, made by Order in Council 922-89 dated 14 June 1989 (1989, *G.O.* 2, 2443) was last amended by the Regulations made by Orders in Council 619-98 dated 6 May 1998 (1998, *G.O.* 2, 1819), 821-98 dated 17 June 1998 (1998, *G.O.* 2, 2497), 912-98 dated 8 July 1998 (1998, *G.O.* 2, 2869) and 1035-98 dated 12 August 1998 (1998, *G.O.* 2, 3694), and by section 208 of Chapter 36 of the Statutes of 1998. For previous amendments, refer to the Tableau des modifications et Index sommaire, Éditeur officiel du Québec, 1998, updated to 1 March 1998.



Gouvernement du Québec

## O.C. 1236-98, 23 September 1998

An Act respecting occupational health and safety  
(R.S.Q., c. S-2.1)

### Occupational health and safety in mines — Amendments

Regulation to amend the Regulation respecting occupational health and safety in mines and amending various regulatory provisions

WHEREAS under paragraph 9 of section 51 of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) and subparagraphs 1, 7 to 10, 41 and 42 of the first paragraph of section 223 of the Act, the Commission de la santé et de la sécurité du travail may make regulations on the matter mentioned therein;

WHEREAS under the second paragraph of section 223 of the Act, the content of the regulations may vary according to the categories of persons, workers, employers, workplaces, establishments of construction sites to which they apply and the regulations may also provide times within which they are to be applied, and these times may vary according to the object and scope of each regulation;

WHEREAS in accordance with section 224 of the Act and sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), a draft of the Regulation attached to this Order in Council was published in Part 2 of the *Gazette officielle du Québec* of 4 February 1998, with a notice that it could be made by the Commission, with or without amendment, upon the expiry of 60 days following the publication of that notice and submitted to the Government for approval;

WHEREAS at its meeting of 21 May 1998, the Commission made the Regulation to amend the Regulation respecting occupational health and safety in mines and amending various regulatory provisions, with amendments;

WHEREAS it is expedient to approve the Regulation;

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

THAT the Regulation to amend the Regulation respecting occupational health and safety in mines and amending various regulatory provisions, attached to this Order in Council, be approved.

MICHEL NOËL DE TILLY,  
*Clerk of the Conseil exécutif*

## Regulation to amend the Regulation respecting occupational health and safety in mines and amending various regulatory provisions<sup>(1)</sup>

An Act respecting occupational health and safety  
(R.S.Q., c. S-2.1, s. 51, par. 9, s. 223, 1st par., subpars. 1, 7 to 10, 19, 41, 42, and 2nd par.)

**1.** The title of the Regulation respecting occupational health and safety in mines and amending various regulatory provisions is replaced by:

“Regulation respecting occupational health and safety in mines”.

**2.** Section 17 is amended by substituting the following for paragraph 1:

“(1) 6 units of self-contained breathing apparatus with full face pieces, a minimum utilization time of 90 minutes and a respiratory capacity of 30 litres per minute (1.06 cubic feet per minute);”

**3.** Section 27 is amended by striking out “142.1.”.

**4.** The following is substituted for section 27.1:

“**27.1** A person working underground shall, within six months of the date of coming into force of this Regulation, or, for a person hired after that period, within four months of the date of hiring,

(1) receive training in occupational health and safety in accordance with Modules I, II, and III of the modular course for miners published by the Commission scolaire de Val-d’Or; and

(2) hold an attestation to that effect issued by the Commission scolaire de Val-d’Or.

A person who is subject to the first paragraph on the date of coming into force of this Regulation, shall be accompanied by a person who has received training in accordance with Module I of the prescribed course until he meets the conditions prescribed in the first paragraph.

<sup>1</sup> The Regulation respecting occupational health and safety in mines and amending various regulatory provisions, made by Order in Council 213-93 dated 17 February 1993 (1993, G.O. 2, 1757) was last amended by the Regulation made by Order in Council 782-97 dated 11 June 1997 (1997, G.O. 2, 2744). For previous amendments, refer to the Tableau des modifications et Index sommaire, Éditeur officiel du Québec, 1998, updated to 1 March 1998.

A person who is hired after the expiry of the six-month period provided for in the first paragraph shall, until the conditions prescribed in that paragraph are met, be accompanied by a person referred to therein.”

A person who occasionally works underground is exempted from the conditions prescribed in the first paragraph; however, that person shall be accompanied by a person referred to therein.

**5.** The Regulation is amended by inserting the following after section 28.01:

“**28.01.1** In addition to the standards provided for in section 28.01, excavation in a mine located in a permafrost zone may not be undertaken unless an analysis giving the anticipated effects of the excavation on the stability of the geological materials has been carried out.”

**6.** Section 28 is amended by inserting the following after the first paragraph:

“Except in mines containing soluble minerals, the roofs, walls and working faces of mines shall be washed before sounding and scaling to eliminate any dust created following blasting.”

**7.** Section 36 of the English text is amended by substituting

(1) the word “sounding” for the word “drilling” in the first paragraph;

(2) the word “sounded” for the word “drilled” in the first paragraph; and

(3) the word “sounding” for the word “drilling” throughout the second paragraph.

**8.** Section 57 is amended by substituting “40 millimetres (1.6 in.) for “30 millimetres (1.2 in.)” in the second paragraph.

**9.** Section 60 of the English text is amended by substituting “(10.8 sq. ft.) or less” for “(10.8 sq. ft.) or more”.

**10.** Section 100.1 is amended by inserting “or Standard CAN/CSA-M424.1-88 Flameproof Non-Rail-Bound Diesel-Powered Machines for Use in Gassy Underground Mines, if applicable,” after the word “Mines,”.

**11.** The Regulation is amended by inserting the following after section 103.1:

“**103.2** Any underground equipment powered by a diesel engine shall be stopped if the following occurs:

(1) the concentration of carbon monoxide in the undiluted exhaust gases of the engine exceeds 750 ppm for haulage or clearing equipment or 1000 ppm for service equipment; or

(2) its use becomes dangerous due to a defect in the engine.

**103.3** The concentration of carbon monoxide in the undiluted exhaust gases of underground diesel engines shall be measured when the engines are first put into operation and thereafter at least every 300 hours of operation or at least every six months, whichever event occurs first.

The results of these measurements shall be entered in the register provided for in section 103.”.

**12.** Section 129 is amended by substituting “450 litres (99 gallons)” for “25 litres (5.5 gallons)” in the first paragraph.

**13.** The following is inserted after section 193:

“**193.1** While a truck is being loaded at a stockpile or working face, the driver shall remain inside the cab of the truck or outside the loading zone.”.

**14.** Section 263 is amended by substituting the following for subparagraph 3 of the second paragraph:

“(3) a signal device linked to the system provided for in the first paragraph is available to workers in the shaft.”.

**15.** Section 273 is amended:

(1) by adding the following at the end: “He shall then remain at the hoist control.”; and

(2) by adding the following paragraph at the end:

“However, in the event of shaft maintenance work and in other circumstances requiring a lengthy stop, the hoistman may leave the hoist control after having received a three-bell signal under the following conditions:

(1) if the hoist power supply is turned off; and

(2) the hoistman remains inside the room housing the hoist control.”.

**16.** The following is substituted for section 288:

“**288.** When new, a hoisting rope installed on a drum hoist shall have a safety factor that meets the following minimum requirements:

(1) subject to paragraph 2, at least 8.5 at the end of the rope attached to the counterweight or conveyance and having a service load consisting of the mass of the conveyance added to the maximum mass that can be transported in it;

(2) at least 7.5 at the end of the rope attached to the counterweight or to the skip and having a service load consisting of the mass of the skip added to the maximum mass that can be weighed;

(3) at least 5.0 at the headsheave when the conveyance or counterweight is at the lower limit of travel in the shaft, the service load then consisting of the mass of the counterweight or conveyance added to the maximum mass that can be transported in it and the mass of the part of the rope located between the headsheave and the conveyance.”

**17.** Section 361 is amended by inserting “on the mine site” after the word “available”.

**18.** Section 374 is amended:

(1) by inserting, at the end of item *a* of subparagraph 4 of the first paragraph, “and also for a distance of 15 metres (49.2 ft.) on each side of the drive pulley, if the drive pulley is not located at one end of the conveyor;”; and

(2) by substituting the following for the second paragraph:

“The conveyors used in mines containing soluble minerals may be equipped with a firefighting sprinkler system as prescribed in subparagraphs 3 and 4 of the first paragraph or with a foam or powder extinguishing system.”

**19.** Section 387 is amended by substituting “40 millimetres (1.6 in.)” for “30 millimetres (1.2 in.)” in subparagraph 1 of the second paragraph.

**20.** Section 393 is amended by striking out the word “pas” in the French text.

**21.** Section 402 is amended by inserting “, with the exception of section 418” after the word “Division”.

**22.** The following is inserted at the end of section 408:

“**408.1** Except for the loading of mine holes, detonators and micro-connectors may not be placed near other types of explosives nor in the same container.”

**23.** Section 417 is amended by substituting the following for the part that precedes paragraph 1:

“**417.** Notwithstanding section 415, a box may be used to store explosives on the surface on the following conditions:”

**24.** Section 418 is amended:

(1) by substituting the following for the part that precedes subparagraph 1 of the second paragraph:

“However, explosives used underground may be stored in a recess:”

(2) by substituting the following for subparagraph 5 of the second paragraph:

“(5) located in accordance with section 424, with the exception of subparagraph *c* of paragraph 1; in which case, the distance between the recess and a working face shall be:

(a) at least 60 metres (196.8 ft.) measured in a straight line from the recess to the working face; or

(b) at least 60 metres (196.8 ft.) according to the opening the distance between the recess and the working face of which is the shortest, on condition that the thickness of the rock between those two points is at least 15 metres (49.2 ft.); and

(3) by inserting the following paragraph at the end:

“For the purposes of this section, “working face” means the wall of an underground excavation site where blasting is being carried out.”

**25.** Section 439 is amended:

(1) by inserting “fond de” after the word “tel” in paragraph 1 of the French text;

(2) by substituting the word “material” for the word “mineral” in paragraph 3;

(3) by substituting the following for paragraph 4:

“(4) 5 metres (16.4 ft.) from any loaded hole or any place where explosives are loaded; however, if the drill-

ing and the loading are carried out alternately, the drilling of a drill hole may be carried out at a distance of less than 5 metres (16.4 ft.) if the specific conditions of an open-pit mine require it and the following conditions are met:";

(4) by substituting the following for subparagraph *b* of paragraph 4:

"(b) drill holes may be drilled only in parallel and their alignment shall be checked so that the margin of error does not exceed 3 degrees;"

(5) by inserting " , or more than 15 metres (49.2 ft.) for holes with a diameter of 102 millimetres (4 in.) or more, except where an engineer certifies, before drilling begins, that deeper holes may be drilled without any danger; the engineer's certification shall be sent to the Commission de la santé et de la sécurité du travail" at the end of subparagraph *c* of paragraph 4; and

(6) by inserting the following after subparagraph *c* of paragraph 4:

"(c.1) if the holes have a depth of 6 metres (19.7 ft.) or more, the first drilling rod shall be replaced by a guide tube;"

**26.** The Regulation is amended by inserting the following after section 449:

"**449.1** Except where the conditions prescribed in paragraphs 1 and 2 of section 449 are complied with, when an electrical apparatus, such as a shovel or drill, is used near a loaded hole, the distance between the trailing cable and the hole loaded with explosives shall not be less than 3 metres (9.8 ft.)."

**27.** The following is substituted for section 485:

"**485.** All transformers shall be kept inside a room with a door that is to be kept locked, unless they are inside a locked box that prevents any contact with a live component.

A transformer room installed after 1 April 1993 in which there are exposed live components shall be separated from the control panel section by a non-combustible partition."

**28.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

## M.O., 1998

Education Act  
(R.S.Q., c. I-13.3; 1997, c. 96)

### Order of the Minister of Education respecting the conditions of employment of management staff of school boards dated of 23 september 1998

THE MINISTER OF EDUCATION,

WHEREAS in accordance with section 451 of the Education Act (R.S.Q., c. I-13.3; 1997, c. 96, s. 130), the Minister 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-2 7);

IT IS ORDERED:

THAT the Regulation respecting the conditions of employment of management staff of school boards, attached to this ministerial order, be made.

Québec, 23 September 1998

PAULINE MAROIS

### Regulation respecting the conditions of employment of management staff of school boards

Education Act  
(R.S.Q., c. I-13.3, s. 451; 1997, c. 96, s. 130)

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“administrator”: a person who holds a position of senior staff of services or manager;

“year of service”: any complete 12-month period of employment for the board either full-time or part-time;

“association of administrators”: the Association des cadres scolaires du Québec, the Association des cadres de Montréal or the Association of Administrators of English Schools of Quebec;

“association of senior staff of centres”: the Association des cadres scolaires du Québec, the Association des directions d’école de Montréal, the Association of Administrators of English Schools of Quebec, the Fédération québécoise des directeurs et directrices d’établissement d’enseignement and its associations of school principals or the Association québécoise du personnel de direction des écoles;

“association of senior staff of schools”: the Fédération québécoise des directeurs et directrices d’établissement d’enseignement and its associations of school principals, the Association des directions d’école de Montréal, the Association québécoise du personnel de direction des écoles, the Association of Administrators of English Schools of Quebec or the Association des cadres scolaires du Québec;

“association of senior executives”: the Association des directeurs généraux des commissions scolaires or the Association of Directors General of English School Boards of Quebec;

“senior staff member”: an administrator, a senior staff member of schools or a senior staff member of centres;

“part-time senior staff member”: a regular senior staff member whose regular workweek is equal to or more than 40 % but less than 100 % of the regular workweek of a full-time senior staff member;

“senior staff member of schools”: a school principal or vice-principal;

“senior staff member of centres”: a centre director or an assistant centre director;

“centre”: an adult education centre or a vocational training centre;

“board”: a French-language school board, an English-language school board or the Commission scolaire du Littoral;

“part-time assistant director general”: a person who performs the duties of a senior staff member of services, a senior staff member of centres or a senior staff member of schools on a full-time basis while performing the duties of assistant director general;

“federations of employers”: the Quebec School Boards Association and the Fédération des commissions scolaires du Québec;

“management staff member”: an administrator, a senior executive, a senior staff member of schools or a senior staff member of centres;

“senior executive”: a director general, a full-time assistant director general or a senior consultant to the director general;

“agency in the education sector”: a school board or a general and vocational college;

“agency in the public or parapublic sector”:

- the ministries, persons or agencies whose personnel is appointed or remunerated in accordance with the Public 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 institutions 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 businesses and their totally-owned subsidiaries which must produce, by law, an annual report for deposit in the National Assembly;

“administrative regions”: the administrative regions listed in Schedule 13 of this Regulation;

“salary”: the remuneration paid to a management staff member in accordance with the salary scales prescribed by this Regulation or sections 87 to 90, 99 or 100, excluding lump-sum bonuses, lump sums, annual supplements or premiums for regional disparities, where applicable.

**2.** Unless stipulated to the contrary, this Regulation shall apply to regular full-time management staff.

The only provisions that apply to a person assigned temporarily to a management staff position are those specified in sections 51 to 53.

This Regulation, except for Chapter 2 of Parts 3, 4 or 5, applies to a part-time senior staff member, subject to the provisions of Schedule 9.

The provisions that apply to a person responsible for a training centre instituted in a federal penitentiary situated in Québec are found in Schedule 14.

**3.** The only conditions of employment that include the payment of a monetary benefit to a management staff member are those specified in this Regulation.

**4.** For purposes of this Regulation, committees are set up in which associations representing senior executives, administrators, senior staff of schools or senior staff of centres participate, with the representatives of the federations of employers and the Ministry, at the national level, in determining and changing the conditions of employment of management staff. Moreover, the committees shall participate not only in the interpretation of such conditions of employment but also in the study of certain terms and conditions of application. Each committee shall determine its mode of operation.

The committees set up under this section are as follows:

- Committee of Directors General for senior executives;
- Advisory Committee of Administrators for administrators;
- School Administration Personnel Committee for senior staff of schools;
- Centre Administration Personnel Committee for senior staff of centres.

The composition of each committee is specified in Schedule 10.

## CHAPTER 2 JOB CLASSIFICATION AND GRADING

### DIVISION 1 JOB CLASSIFICATION

**5.** Management positions include the following four categories:

1° The category of senior executive positions is divided into the following subcategories:

- level 1: directors general;
- level 2: assistant directors general;
- senior consultants to the director general.

2° The category of administrator positions is divided into the following subcategories:

- senior staff of services (level 1: directors; level 2: coordinators; personnel management consultants);
- managers (level 1: superintendents; level 2: foremen).

3° The category of senior staff of schools positions includes the following levels:

- level 1: principals;
- level 2: vice-principals.

4° The category of positions of senior staff of centres is divided into the following subcategories:

- senior staff of adult education centres (level 1: directors; level 2: assistant directors);
- senior staff of vocational training centres (level 1: directors; level 2: assistant directors).

**6.** The definition of each position includes a general reference to the job descriptions of management staff as well as the required minimum qualifications. The definition of each position and the required minimum qualifications are set forth in Schedule 1.

**7.** In special cases, in the case of senior executives, administrators or senior staff of centres, following a notice of the selection committee set up by the board specifying that none of the qualified candidates meets all the requirements prescribed by the latter for the position concerned and after consultation with the local representatives of the association, 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 the minimum prescribed by the required minimum qualifications, or vice versa.

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

**8.** The terms and conditions of application of section 7 shall be determined by the board in consultation with the association according to the procedure prescribed in section 321 for administrators and in section 481 for senior staff of centres.

**9.** In special cases, in the case of senior staff of schools, following a notice of a selection committee set up by the board specifying that none of the candidates meets the requirements prescribed by the latter for the position concerned, 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 the minimum prescribed by the required minimum qualifications or vice versa in accordance with the agreement concluded with the local representatives of the association concerning compensatory criteria with regard to training and experience.

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

Failing agreement, the board may proceed with a temporary assignment for a period not exceeding one-year, from among the candidates who, in the committee's opinion, have met all the requirements set by the board.

**10.** In special cases, the parity committee composed of representatives designated by the committee concerned described in Schedule 10 may, following a written request of the board, certify that the qualifications of the person meeting the following conditions, permit to compensate for the absence of the permanent teaching licence included in the required minimum qualifications for certain management staff positions described in Schedule 1:

- hold a teaching permit issued by the Minister in accordance with the Regulation respecting teaching licences or the Regulation respecting teaching permits and teaching diplomas (R.S.Q., c. I-13.3, s. 456, par. 1°);
- have taught a minimum of three years.

The request must be forwarded to the director general of the Direction générale des relations du travail of the Ministry at the following address:

Ministère de l'Éducation  
 Direction générale des relations du travail  
 150, boulevard René-Lévesque Est, 17<sup>e</sup> étage  
 Québec (Québec) G1R 5X1

**11.** A management staff member holding a management staff position in a board on 7 July 1984 shall be considered as meeting the required minimum qualifications for that position or any other management staff position at the same level or at a lower level in a similar field of activity in all boards.

**12.** The classification plan for management staff includes positions, classifications and classes.

**13.** Classifications assigned to each management level correspond to the nature and job responsibility inherent to each position.

**14.** The job classification plan for management staff, with the exception of senior executives and administrators of the Commission scolaire de Montréal, is found in Schedule 2.

**15.** The job classification plan for senior executives and administrators of the Commission scolaire de Montréal is found in Schedule 11.

**16.** Classes are determined on the basis of the number of students, adult students or other specific criteria for certain positions.

## DIVISION 2 GRADING

**17.** Management staff is graded on the basis of the classification and class assigned to the positions concerned according to the job classification plan.

**18.** A school is primarily elementary or secondary depending on the level at which the majority of students are enrolled for purposes of grading senior staff of schools.

**19.** Where a senior staff member carries out the duties of more than one management staff position, the highest classification shall apply.

*§1. Class Applicable to a Position of Senior Executive or Administrator*

**20.** The class of a senior executive or an administrator shall be determined on the basis of the following criteria:

1° the number of students for the positions where responsibility applies only to those students;

2° the number of adult students for the positions where responsibility applies only to those students;

3° the number of students and adult students for the positions where responsibility applies to both the youth and adult sectors;

4° a single class for the position of personnel management consultant or manager whose classification is CO2 or CO3;

5° the number of students transported for the position of superintendent of transportation services and assistant superintendent of transportation services subject to each student transported morning and night counts as one student and each student transported morning, noon and night counts as 1.5 students.

**21.** The number of students shall correspond to the students enrolled on 30 September in the schools of the board. In the case of an administrative assistant of a school, the number of students in the school to which he is assigned as well as the weighting rules prescribed in section 24 shall apply.

**22.** In the case of an administrative assistant of an adult education centre, the number of adult students shall be calculated according to the number of group-hours of instruction for adults enrolled in an adult education centre for the preceding school year; in the case of a senior staff member of adult education services, the number of adult students shall be calculated according to the number of group-hours of instruction for adults enrolled in all the adult education centres under the responsibility of the board for the preceding school year.

In the case of an administrative assistant of a vocational training centre, the class shall be determined in accordance with the provisions of section 26.

**23.** The group-hours of instruction include general education programs, vocational education programs and popular education programs.

Each 900 student-hours of instruction for adults counts as one student.

The number of student-hours of instruction shall be obtained by multiplying the total number of group-hours of instruction for the year by 17.

#### *§2. Class Applicable to Senior Staff of Schools*

**24.** The class of a senior staff member of schools shall be determined on the basis of the number of students enrolled in each school on 30 September in accordance with the following weighting rules:

1° in an elementary school that also provides secondary instruction, each student at the secondary level counts as 1.25 students;

2° in a school where there are kindergarten classes authorized by the Minister for 4-year-olds attending the class in the morning and afternoon or where there are full-time kindergarten classes for 5-year-olds, each student counts as 1.50 students;

3° in a school where there are students identified as having minor learning problems, each student counts as 1.50 students;

4° in a school where there are students identified as having learning or emotional problems, other than those mentioned in paragraph 3°, each student counts as 2 students;

5° in a school where there are students enrolled in a welcoming class authorized by the Minister, each student counts as 2 students.

#### *§3. Class Applicable to Senior Staff of Centres*

**25.** The class of a senior staff member of an adult education centre shall be determined on the basis of the number of adult students attending the adult education centre calculated in accordance with sections 22 and 23.

**26.** The class of a senior staff member of a vocational training centre shall be determined on the basis of the number of students attending the vocational training centre.

The number of vocational education positions shall be calculated on the basis of the number of group-hours of instruction for students and adults attending the vocational training centre; the group-hours of instruction shall be calculated in accordance with section 23.

#### *§4. Change in Class*

**27.** Any change in class resulting from the application of this division shall take effect on 1 July of the current school year.

### **DIVISION 3** TRANSITIONAL PROVISIONS APPLICABLE TO THE GROUPING TOGETHER OF A SCHOOL AND A CENTRE UNDER ONE ADMINISTRATION

**28.** Schedule 12 applies to senior staff and administrative assistants when a school and a centre have been grouped together under one administration.

### **CHAPTER 3** REMUNERATION

#### **DIVISION 1** CALCULATION OF SALARY

**29.** Where the application of a rule contained in this division results in a salary that is lower than the minimum or greater than the maximum of the applicable salary scale, the salary of the management staff member

shall correspond to that minimum or maximum, as the case may be.

**§1. Calculation of Salary at the Time of a First Appointment to a Position of Administrator, Senior Staff of Schools or Senior Staff of Centres**

**30.** The salary of a person already employed by an agency in the education sector in the teaching, professional or support staff category shall be determined according to one of the following situations:

1° in the case of a professional whose first appointment is to a position of personnel management consultant, the salary that he was receiving shall be increased by 5 % of the maximum of the new salary scale that is applicable to him;

2° in all other cases, the salary that the person was receiving shall be increased by 10 % of the maximum of the new salary scale that is applicable to him.

Where the result obtained is greater than the maximum of the new salary scale, the person shall receive, for the 12 months that follow the date of his appointment, a lump-sum payment equal to the salary that he was receiving increased by 5 % or 10 %, as applicable, minus the maximum of the new salary scale. The lump sum shall be paid only once.

**31.** The salary of a person who was not employed by an agency in the education sector shall be determined by taking into account his training and experience.

**§2. Calculation of Salary at the Time of a First Appointment to a Senior Executive Position**

**32.** The salary of a person already employed by an agency in the education sector in the senior, teaching or professional staff category shall be determined as follows: the salary that he was receiving increased by 10 % of the maximum of the new salary scale that is applicable to him.

Where the result obtained is greater than the maximum of the new salary scale, the person shall receive for the 12 months that follow the date of his appointment a lump-sum payment equal to the salary that he was receiving increased by the rate of increase granted, minus the maximum of the new salary scale. The lump sum shall be paid only once.

**33.** The salary of a senior executive who was not employed by an agency in the education sector shall be determined by taking into account his training and experience as well as the new salary scale that is applicable to him.

**§3. Calculation of Salary at the Time of Any Other Appointment to a Management Staff Position, Except for a First Appointment to a Senior Executive Position**

**34.** The salary of a management staff member shall be determined according to one of the following situations:

1° The maximum of the new applicable salary scale is greater than the maximum of the salary scale that was applicable to him:

in this case, the salary that he was receiving shall be increased by 5 % of the maximum of the new salary scale that is applicable to him.

Where the result obtained is greater than the maximum of the new salary scale, the management staff member shall receive for the 12 months that follow the date of his appointment a lump-sum payment equal to the salary that he was receiving increased by 5 %, minus the maximum of the new salary scale. The lump sum shall be paid only once;

2° the maximum of the new applicable salary scale is equal to the maximum of the salary scale that was applicable to him:

in this case, the salary that he was receiving shall be maintained;

3° the maximum of the new applicable salary scale is less than the maximum of the new salary scale that was applicable to him:

in this case, the salary that he was receiving shall be reduced by the lower of the following two amounts:

a) the difference between the maximum of the salary scale that was applicable to him and the maximum of the new salary scale;

b) 5 % of his salary.

**35.** The salary readjustment procedure outlined in Division 5 of this chapter applies to senior staff, except where an assignment has been expressly requested by the senior staff member or results from a disciplinary measure; in both cases, the application of such procedure by the board shall be optional.

**36.** The senior executive referred to in paragraph 3° of section 34 shall benefit from the salary readjustment procedure outlined in Division 5 when he is assigned to the same position. In other cases, the provisions of sections 146 and 147 or 151 and 152 apply.



**§4.** *Calculation of Salary at the Time of a Change in Class Resulting from the Variation in the Number of Students or the Number of Adult Students*

**37.** Where the class is changed following an increase or decrease in the number of students or number of adult students, the salary of a management staff member shall be determined according to one of the following situations:

1° The maximum of the new applicable salary scale is greater than the maximum of the salary scale that was applicable to him:

in this case, his salary shall be calculated by adding to the salary that he was receiving an amount equal to the difference between these two maximums;

2° the maximum of the new applicable salary scale is less than the maximum of the salary scale that was applicable to him:

in this case, the salary that he was receiving shall be maintained if it is equal to or less than the maximum of the new salary scale. It shall correspond to that maximum if it is higher.

**38.** The salary readjustment procedure outlined in Division 5 of this chapter applies to management staff, covered by paragraph 2° of section 37, where applicable.

**§5.** *Calculation of Salary at the Time of Salary Review*

**39.** Unless there are provisions to the contrary, this subdivision applies to management staff in office on the day before and on the day of the salary review.

**40.** In the case of a movement of personnel on the date on which the salaries are revised, the provisions of this subdivision shall be applied prior to those contained in Subdivision 3 or 4, as the case may be, of this division.

**41.** A management staff member whose performance is deemed unsatisfactory shall not be entitled to the application of the provisions of this subdivision.

**42.** Where the dates of the salary review resulting from a salary scale adjustment and the salary review on 1 April coincide, the rates of increase shall be added and the total rates apply to the salary of management staff on 31 March.

**43.** Salary review resulting from an adjustment in salary scales:

The salary of a management staff member shall be increased, on the date of the salary scale adjustment, by the rate of increase specified in Schedule 3, when such rate of increase has been determined.

**44.** Salary review on 1 April:

i. General Rule

The salary of a management staff member that is less than the maximum of the salary scale for his class on 31 March of the year in question, shall be increased by 4 % on 1 April that follows, but without exceeding the maximum of the salary scale for his class of employment.

ii. Rules Applicable to Certain Management Staff Members on Disability Leave

The provisions of section 43 and of paragraph i) of this section apply to a management staff member on total disability leave on the date on which salaries are revised and whose period of total disability on that date is equal to or less than 104 weeks and who has been in office at least six months during the period from 1 April to 31 March of the preceding year, subject to the application of section 41.

**§6.** *Calculation of Salary Upon Return from a Long-term Total Disability Leave*

**45.** This subdivision applies upon the return of a management staff member from a total disability leave which ends after the first 104 weeks of total disability, when such return is carried out in the same position or to determine the salary of the management staff member prior to his assignment to another management staff position, where applicable.

**46.** The salary of the management staff member on the applicable salary scale shall be determined by maintaining the same relative position of his reference salary at the end of the first 104 weeks of total disability in relation to the salary that was applicable to him at the end of this period.

**§7.** *Calculation of Salary of an Assistant Director General Who Performs the Duties of Director General*

**47.** This subdivision applies to the assistant director general who performs in a continuous manner for more than one month the duties of director general if the latter is unable to act.

**48.** The remuneration of an assistant director general includes his salary and the lump sums, where appli-

cable, that he would receive if he were appointed to the position of director general on a regular basis. Such remuneration applies as of the date of the beginning of the replacement for its duration. The annual supplement applicable to the part-time assistant director general is included in that remuneration.

Should the assistant director general be appointed to the position of director general on a regular basis, he shall continue to receive such remuneration.

#### **DIVISION 2** HOLDING OF TWO OR MORE CONCURRENT MANAGEMENT STAFF POSITIONS ON A TEMPORARY BASIS

**49.** A management staff member who temporarily performs for at least two months, in addition to his regular duties, other management staff duties on a full-time basis at the request of his board, shall receive additional remuneration equal to 5 % of his salary. Such additional remuneration shall be paid in a lump sum according to the same terms and conditions as those for the payment of salary as of the third month of such assignment until the end of the assignment.

#### **DIVISION 3** ANNUAL SUPPLEMENT APPLICABLE TO THE PART-TIME ASSISTANT DIRECTOR GENERAL

**50.** A senior staff member who, while performing his duties on a full-time basis, is appointed part-time assistant director general to replace the director general in his absence or inability to act or to represent him in a given sector shall receive, as of 1 July 1998, an annual supplement equal to \$2 300 when the board has fewer than 15 000 students or \$2 800 when the board has 15 000 students or more.

#### **DIVISION 4** TEMPORARY OR ADMINISTRATIVE ASSIGNMENT

##### *§1. Temporary Assignment*

**51.** Except for the assistant director general referred to in section 47, temporary assignment applies to a person who replaces a management staff member temporarily in his absence or temporarily fills a vacant management staff position.

**52.** The remuneration of a person temporarily assigned to a position includes, for the duration of the temporary assignment, the salary and any lump sum that the person would receive if he had been appointed to the position on a regular basis.

Should the person be appointed to the position on a regular basis, he shall continue to receive such remuneration.

**53.** Where a person is not employed by a board at the time of temporary assignment, he shall receive, in addition to his remuneration, a lump sum equal to 19 % of his salary to compensate for those working conditions, including vacation and paid legal holidays, that he lacks. The lump sum is calculated in proportion to the duration of the temporary assignment and paid according to the same terms as for the payment of salary.

Notwithstanding the preceding paragraph, if the duration of the temporary assignment is for at least one year, the insurance plans described in Division 7 of this chapter apply to the management staff member for the duration of the temporary assignment; in which case the lump sum shall be reduced to 13 %.

##### *§2. Administrative Assignment*

**54.** Administrative assignment applies to a senior staff member who is appointed temporarily to a position described in Schedule 1 at a lower salary scale but requiring the senior staff member's qualifications.

**55.** A senior staff member so assigned shall continue to receive, as of the date of his administrative assignment, the same salary as that prescribed for his former classification.

#### **DIVISION 5** SALARY READJUSTMENT PROCEDURE

**56.** This division applies to a management staff member subject to a salary readjustment procedure provided for under this Regulation.

This division also applies to a management staff member who is assigned to a professional, teaching or support staff position, except where an assignment has been expressly requested by the management staff member or results from a disciplinary measure; in both cases, the board's application of this division is optional.

However, this division does not apply to a movement of personnel related to Subdivisions 1 and 2 of Division 7 of this chapter.

**57.** A management staff member shall receive a lump-sum payment equal to the positive difference between the salary that he was receiving before the assignment and the salary that he receives after the assignment.

The lump sum shall be adjusted according to the changes in the management staff member's salary in the position covered by the assignment.

The lump sum shall be paid in the same manner as salary for a management staff member and shall count for purposes of pension plan contributions.

**58.** Unless there are provisions to the contrary, application of the salary readjustment procedure may not exceed two years for a same assignment.

## DIVISION 6 REGIONAL DISPARITIES

**59.** The provisions respecting regional disparities applicable to professionals of the board apply to management staff.

## DIVISION 7 FRINGE BENEFITS

### §1. Insurance Plans

**60.** In Subdivisions 1 and 2 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”: the group insurance plans offered to management staff in the public and parapublic sectors;

“salary”: the remuneration paid to a management staff member during a period of absence covered by a short-term salary insurance plan 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 for the period during which this lump sum is paid, where applicable;

3° an isolation and remoteness premium or retention premium, where applicable;

4° the annual supplement of a part-time assistant director general for the period during which a management staff member holds that position, where applicable.

**61.** Unless there are provisions to the contrary, a management staff member 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 83 to 94 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 management staff member 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.

**62.** A management staff member 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 to that effect in the master policy of the insured plans, the management staff member who formerly held a position in an agency in the public or parapublic sector and who was eligible for a group insurance plan applicable to employees in those sectors 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 of his former position.

**63.** The board may not terminate the employment relationship of a management staff member who receives benefits under the short- or long-term salary insurance plan for the sole reason of his being totally disabled.



**64.** In the case of a leave without pay or a partial leave without pay of less than 30 days, a management staff member 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 a leave without pay, other than a partial leave without pay, is 30 days or more, or during any other absence without pay, a management staff member shall continue to participate in the standard life insurance plan. Moreover, a management staff member shall continue to participate in the compulsory basic health-accident insurance plan by paying his contribution and that of the board to that 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.

Where the duration of a partial leave without pay is 30 days or more, a management staff member shall continue to participate in the insurance plans based on the time worked. However, a management staff member who continues to participate in those plans on the basis of the time normally worked prior to a partial leave without pay shall also assume his contribution and that of the board to those plans on the basis of the time not worked, excluding the board's contribution to the compulsory basic health-accident insurance plan which continues to be assumed by the latter.

A management staff member who continues to participate in all of the insured plans that he had prior to a leave or absence without pay shall also continue to participate in the survivor's pension plan by paying the premium determined by the Conseil du trésor to cover the cost of 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.

**65.** A management staff member who is assigned 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 a senior or senior executive staff position on the date of the assignment and that he so request the board prior to that date.

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

#### 1. Plans Insured by the Government of Québec

##### a) Standard Life Insurance Plan

**66.** A full-time or part-time management staff member, whose regular workweek is equal to or greater than 70 % of that of a full-time management staff member, shall have life insurance in the amount of \$6 400 payable to his beneficiaries.

**67.** Unless there are provisions to the contrary, the participation of a management staff member in the standard life insurance plan shall terminate on the earlier of the following dates:

1° the date on which the management staff member ceases to hold a senior executive or senior staff position;

2° the date on which he retires.

##### b) Short-term Salary Insurance Plan

**68.** The short-term salary insurance plan covers the first 104 weeks of total disability.

**69.** During the first week of total disability, a management staff member shall receive the salary to which he would have been entitled had he been at work.

**70.** As of the 2nd week of total disability and, up to 26 weeks from the beginning of the total disability, a management staff member shall receive a salary insurance benefit equal to 80 % of his salary. Where a management staff member 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 management staff member shall receive a salary insurance benefit equal to 70 % of his salary. Where a management staff member is on a part-time leave without pay, the benefit shall be equal to 70 % of his salary in proportion to the time worked.

**71.** For the purposes of the short-term salary insurance plan, total disability is 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 a management staff member totally incapable of performing the usual duties of his position or of any other position providing similar remuneration offered by the board.

**72.** For the purposes of the short-term salary insurance plan, a period of total disability is a continuous period of total disability or a 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 management staff member'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 is not recognized as a period of total disability. However, in the case of alcoholism or drug addiction, the period during which a management staff member is receiving treatment or medical care with a view to rehabilitation is recognized as a period of total disability.

**73.** A totally disabled management staff member 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 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 management staff member 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 of Subdivisions 1 and 2 of this division.

**74.** A disabled management staff member shall continue to participate in the pension plan and in the insurance plans. As of the second week of total disability, a management staff member who receives benefits under the salary insurance plan shall be exempted from the payment of contributions to the complementary insured plans and to the pension plan, if the plan so provides.

During that period, the management staff member's contribution for the compulsory basic insured plans shall be paid by the board.

**75.** The salary and benefits paid under sections 69 and 70 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.

**76.** A management staff member who receives disability benefits under a law in force in Québec must so notify the board without delay.

**77.** Payment of salary and salary insurance benefits shall be made directly by the board provided the management staff member submit the supporting documents prescribed in section 73.

**78.** Upon the management staff member's return to work 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 paid by the board.

Where the opinion of the physician chosen by the board is contrary to that of the physician consulted by the management staff member, the two physicians shall agree on the choice of a third physician whose fees shall be paid equally by the board and the management staff member and whose decision shall be final.

**79.** A management staff member 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 that period, the management staff member 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, this period 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.

**80.** A management staff member who is disabled as a result of a work 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 a case, a management staff member 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 that benefit. That amount shall be reduced to 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, the net salary of the management staff member means his gross salary re-

duced by federal and provincial income tax and his contributions to the Québec Pension Plan, the pension plan, the employment insurance plan and the insurance plans.

**81.** Unless there are provisions to the contrary, a management staff member shall cease to participate in the short-term salary insurance plan on the earliest of the following dates:

1° the date on which the management staff member no longer holds a senior executive or senior staff position;

2° the date on which the management staff member 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

**82.** The provisions, with the exception of section 1 and the fourth paragraph of section 4, of the Directive concernant le régime de rentes de survivants, adopted by the Conseil du trésor in its decision number 188102 dated 5 December 1995 and amended by decisions number 189727 dated 17 December 1996 and number 191051 dated 28 October 1997, shall apply to a management staff member, subject to the following provisions:

1° the words "civil servant" and "remuneration" are replaced respectively by the words "management staff member" and "salary";

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

"salary":

— for a disability which began after 31 December 1981, salary means that defined in section 60 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 31 December 1981, salary means the management staff member's annual salary;

3° section 25 of the directive is replaced by sections 213, 315, 399 or 475, as the case may be, of this Regulation.

#### 2. Plans Insured by the Insurer

**83.** The provisions of section 84 and sections 86 to 93 shall apply to a management staff member who became totally disabled after 31 March 1994.

**84.** For the purposes of sections 86 to 92 and Subdivision 2 of this division, the following terms and expressions mean:

"employment" or "rehabilitative employment": employment for which a management staff member is reasonably qualified according to his education, training and experience; such employment may be a senior staff position, in the case of a senior staff member or, in the case of a manager, a manager position or equivalent employment to that held prior to his appointment to a management, 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 a management staff member would have received had he been eligible for the compulsory basic long-term salary insurance plan.

**85.** 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 22 June 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.

**86.** Where the board is advised by the insurer that the management staff member no longer complies with the definition of total disability and that the payment of his benefit shall be interrupted or refused, it may submit the disagreement to contest the insurer's decision to the Medical Arbitration Tribunal in order to determine whether the management staff member complies with the definition of total disability in accordance with the medical arbitration agreement concluded with the insurer and provided that the management staff member 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 that the management staff member undergo, at the board's expense, a medical examination.

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

A management staff member may 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 under the conditions prescribed by the medical arbitration agreement. In such a case, the board shall not assume any costs.

**87.** The management staff member shall receive from the board a salary equal to the benefit he was receiving for the period beginning on the date on which the payment of benefits was interrupted 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 management staff member was party to the medical arbitration agreement concluded with the insurer;

2° the disagreement between the board and the insurer or between the management staff member 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.

**88.** Where the Medical Arbitration Tribunal confirms that the management staff member does not comply with the definition of total disability, the contributions of both the board and the management staff member 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 management staff member shall continue to receive from the board a salary equal to the benefit until such time as it offers him a position. Where the management staff member submits the disagreement to the tribunal, he must reimburse the board for the salary paid to him.

Where the Medical Arbitration Tribunal confirms the management staff member'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 management staff member, where applicable, for the arbitration and medical examination costs assumed.

**89.** A management staff member who accepts the position offered by the board under the provisions of sections 84 to 92 shall receive the classification and salary corresponding to his new position.

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

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

**91.** The management staff member 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 administrative 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 management staff member 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 management staff member along with a copy to the committee referred to in section 93.

During that period, the committee may make appropriate recommendations in accordance with section 93.

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

**92.** The salary paid to a management staff member, equal to the benefit, resulting from the application of the provisions of this subdivision, cannot extend beyond the date on which the payment of benefits ceases as prescribed by the master policy.

**93.** A committee shall be set up, at the request of either party, to analyze any problem dealing with the return to work and to propose appropriate solutions to the problems encountered by the board, the management staff member and the insurer, particularly in the case of a return to work which could involve the temporary use of the management staff member's services or his moving. This committee shall be composed of:

- a representative designated by the associations of senior executives;
- a representative designated by the associations of administrators and the associations of senior staff of centres;
- a representative designated by the associations of senior staff of schools;
- a representative designated by the Fédération des commissions scolaires du Québec;
- a representative of the Quebec School Boards Association;
- a representative of the Ministry of Education.

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

**94.** Notwithstanding the provisions of this subdivision, the provisions dealing with the definition of disability, level of benefits and definition of a period of disability, in effect on 31 March 1994, shall continue to apply to a disabled management staff member on that same date and section 63 shall not apply to that management staff member.

## §2. Rehabilitation

**95.** A management staff member shall be eligible for rehabilitation if he meets the following eligibility criteria:

1° total disability began after 31 March 1994 and the management staff member 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;
  - iii. a total amount of benefits within the meaning of the RRCE corresponding to 70 % of the average pensionable salary used to calculate the pension under this plan.

Notwithstanding the first paragraph, a management staff member 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 the management staff member will not return to work;

or

3° the insurer confirms that the management staff member does not qualify for rehabilitation.

**96.** A management staff member 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 rehabilitative employment must not be less than the regular workweek of the position held by a management staff member at the beginning of his total disability.

**97.** The period during which a management staff member 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.** A management staff member 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, where applicable, a short-term salary insurance benefit equal to 70 % of that salary.

Such benefit shall be subject to the provisions relating to the waiver of contributions to the insurance and pension plans as well as to the provisions relating to the coordination of the benefit according to the terms and conditions prescribed in sections 74 and 75 of this Regulation.



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

**99.** A management staff member whose partial rehabilitation occurs after the 104th week of total disability shall benefit from the provisions of section 98 up to the end of the 104th week of disability.

From the 105<sup>th</sup> week to the end of the rehabilitation, a management staff member 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. However, the management staff member whose rehabilitation occurs during employment shall receive his salary, for the time worked and a salary equal to the benefit of the compulsory basic long-term salary insurance plan for the time not worked.

**100.** A management staff member 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.

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

**102.** A management staff member 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 management staff member and the board to the insurance plans and pension plans shall be determined on the basis of the salary of the rehabilitative employment.

**103.** Although he is already considered on total disability leave, the management staff member who is again absent from work due to total disability resulting from the same illness or accident, prior to the end of the first 104 weeks of disability but after having completed rehabilitation, shall be considered as suffering from a relapse.

In such a case, the management staff member shall continue to receive a benefit equal to 90 % of the salary to which he would have been entitled had he been at

work in his position, up to 104 weeks from the beginning of the disability.

Where a new total disability begins prior to the end of the first 104 weeks of the first disability but after having completed rehabilitation, a management staff member shall be considered as totally disabled for the position he holds at the beginning of such new disability. However, a management staff member shall continue to receive a benefit equal to 90 % of the salary to which he would have been entitled had he been at work in the position he held at the beginning of the first disability up to 104 weeks from the beginning of the first total disability.

At the end of the first 104 weeks of the first total disability, a management staff member whose rehabilitation occurred during rehabilitative employment shall be assigned a new classification in accordance with section 102.

### *§3. Sick-leave Days*

#### Reimbursement of Sick-leave Days

**104.** A management staff member who, pursuant to a resolution or by-law of the board, was entitled to redeemable sick-leave days shall retain his right to the reimbursement of the redeemable days accumulated on the date of the coming into force of the insurance plans, namely, 1 January 1974 or on the date of his entry into service, it being understood that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service before and after the date of the coming into force of the insurance plans.

**105.** For a management staff member in a senior or senior executive staff position on the date on which the insurance plans came into force, the terms and conditions for reimbursement of redeemable days shall be those drawn up by the board by resolution or by-law adopted before 25 January 1972.

Where a management staff member took office as a senior or senior executive staff member after the date on which the insurance plans came into force and has to his credit redeemable sick-leave days, he shall be entitled to the reimbursement of those redeemable days according to the terms and conditions applicable at the time when the days were credited.

**106.** This subdivision may not have the effect of modifying the value already accrued for redeemable days for which the value has been determined by resolution or by-law of the board.

**107.** For the period from 1 July 1998 to 30 June 1999, the board may, following a request to this effect by a management staff member, proceed, in whole or in part, with the payment of nonredeemable sick-leave days to his credit, when the management staff member leaves his board for a preretirement leave or for his retirement. The value of those days shall be determined in accordance with section 110.

#### Use of Sick-leave Days

**108.** Redeemable or nonredeemable sick-leave days to the credit of a management staff member may be used for the following purposes:

1° to defray the cost of redemption of years of prior service as prescribed by the provisions respecting pension plans,

2° to take total or gradual preretirement in accordance with Schedule 8;

3° as additional vacation as agreed to between a management staff member and the board;

4° for any other reason of use mentioned in this Regulation;

5° to offset the difference between a short-term salary insurance benefit mentioned in section 70 and the salary that a management staff member would receive were he not on disability leave.

**109.** The value of the redeemable days in time or in money shall be determined proportionately to the percentage of cash redeemable value acquired at the time of use, without ever being less than 50 % in accordance with the salary of the management staff member at the time of use.

**110.** The value of nonredeemable days in time or in money shall be fixed at 50 % of the number of days accumulated in accordance with the salary of the management staff member at the time of use.

**111.** A management staff member who receives benefits under the compulsory basic long-term salary insurance plan may choose to take, in lieu of those benefits, a total preretirement leave as prescribed in sections 108 and 112, provided that such total preretirement leave not exceed the date on which the benefits under this plan that would otherwise have been applicable to him cease.

**112.** A management staff member who uses his sick-leave days for a preretirement leave shall be entitled, except for the salary insurance plan, premiums for regional disparities and parental rights, to the benefits

prescribed by this Regulation, provided they are compatible with the nature of the leave.

#### §4. Pension Plan

**113.** The Government and Public Employees Retirement Plan applies to management staff subject to sections 1 to 13 of the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10) .

#### DIVISION 8 REPRESENTATION EXPENSES

**114.** A board shall adopt a policy concerning the representation expenses of management staff.

**115.** A management staff member shall be entitled, upon presentation of supporting vouchers, to be reimbursed for his representation expenses in accordance with the policy in effect at his board.

#### DIVISION 9 LEAVES FOR PROFESSIONAL AFFAIRS OR PUBLIC OFFICE

**116.** A management staff member who intends to run for public office shall obtain, upon written request, a leave of absence without pay for the length of time required by his candidacy and by his office, if elected.

**117.** A management staff member solicited by his professional association may be released by the board for a specified length of time so that he may hold a post within that association.

**118.** A management staff member who has been released for professional affairs or public office shall first come to an agreement with the board on the terms of his release and eventual return to work.

#### DIVISION 10 TRANSFER OF CERTAIN BENEFITS TO ANOTHER BOARD

**119.** This division applies to a management staff member who, following his resignation, is hired as management staff by another board.

**120.** For vacation purposes, the change in board shall not interrupt the period of continuous service credited to the management staff member.

**121.** For employment stability purposes, a management staff member who has completed two years of continuous service in the employ of his former board shall be deemed to have completed such period in the new board.

**122.** A management staff member may transfer, in whole or in part, the redeemable sick-leave days to his credit and the amount corresponding to the value of such days at the time of the transfer provided that he so request and that the request be accepted by the two boards. In this case, a document attesting to the number of redeemable days and the amount transferred shall be prepared by the board that the management staff member is leaving and forwarded to the new board.

**123.** A management staff member may transfer, in whole or in part, the nonredeemable sick-leave days to his credit and confirmed by the board he is leaving provided that he so request and that the request be accepted by the board that hires him. In this case, a document attesting to the number of nonredeemable days transferred shall be prepared by the board that the management staff member is leaving and forwarded to the new board.

**124.** The provisions of this Regulation concerning the Appeals Committee apply to the management staff member who is nonreengaged, whose employment is terminated or is dismissed during his probation period in the new board, provided that he meet either of the following two conditions on the date of entry into service in the new board:

- a) has completed the probation period in his former board;
- b) has completed two years of continuous service as a management staff member in his former board.

**125.** The moving expenses specified in Schedule 6 may be applied in whole or in part following the acceptance of the management staff member's request by the board that hires him. In this case, notwithstanding section 14 of that schedule, moving expenses shall be reimbursed by the board that hires him.

**126.** The management staff member who participates in the sabbatical leave plan with deferred salary at the time of his resignation may continue to participate in the plan provided that a request to this effect be accepted by the school board that hires him.

## CHAPTER 4 MANAGEMENT STAFF DEVELOPMENT

### DIVISION 1 EVALUATION

**127.** A board must adopt an evaluation system for its management staff.

### DIVISION 2 PROFESSIONAL IMPROVEMENT

**128.** Professional improvement is intended to enable a management staff member:

1° to acquire or increase the knowledge required in the performance of a duty prescribed by this Regulation within an organization;

2° to acquire new skills or develop new attitudes related to career development.

**129.** The Ministry and the boards must facilitate the participation of management staff in various professional improvement activities.

#### §1. Local Level

**130.** The development of human resources and, more specifically, the professional improvement of management staff is the responsibility of the board and is designed according to the needs of the milieu. To this end, the board shall draw up a local professional development policy within the framework of its local management policy applicable to the group of management staff concerned, where applicable.

**131.** Subject to sections 132 to 135, a board shall assume the costs related to local professional improvement activities.

#### §2. Provincial Level

**132.** The Minister shall draw up a general professional improvement plan in order to render professional improvement more accessible to management staff, regardless of the location or the size of a board, taking into account the collective needs of the school board network.

**133.** The Minister shall be advised by a provincial professional improvement committee in which the associations of management staff as well as the federations of employers participate with regard to the distribution of the annual amount available for each group of management staff. The provincial committee shall also establish the criteria for organizing professional improvement.

**134.** The Minister shall decide what amounts will be allocated to the general professional improvement plan each year.

**135.** The Minister shall be advised by specific professional improvement committees with regard to the



objectives and content of the professional improvement programs for each group of management staff, namely:

- Comité de perfectionnement des directeurs généraux (CPDG) for senior executives;
- Comité de perfectionnement des cadres des services et des gérants (CPCG) for senior staff of services and managers;
- Comité de perfectionnement des directeurs d'établissement d'enseignement (CPD) for senior staff of schools;
- Comité de perfectionnement des cadres de centre (CPCC) for senior staff of centres.

## PART 2 PROVISIONS APPLICABLE TO SENIOR EXECUTIVES

### CHAPTER 1 DEFINITIONS

**136.** In this part, the following words and expressions mean:

“dismissal”: the termination of the employment relationship of a senior executive by a board during a mandate;

“resignation”: the decision of a senior executive to terminate the employment relationship with the board;

“appointment”: mandate conferred upon a person appointed director general or assistant director general by the board;

“termination of mandate”: the termination of a senior executive's mandate by the board during the course of that mandate.

### CHAPTER 2 EMPLOYMENT PLAN

#### DIVISION 1 SELECTION

**137.** The board shall select a senior executive in accordance with the required minimum qualifications set forth in Schedule 1 and with any other eligibility criteria that it may require.

#### DIVISION 2 APPOINTMENT

**138.** The board shall appoint a senior executive for a definite or indefinite period; the appointment for a definite period cannot however include a clause on tacit renewal.

**139.** Where a board appoints a senior executive for a definite period, such period may not exceed five years.

Where the board appoints a senior executive for an indefinite period, the appointment shall be extended unless one of the parties decides to terminate it.

#### DIVISION 3 TERMINATION OF MANDATE

**140.** Where the board decides to terminate the mandate of a senior executive, it shall inform him in writing of its intention to implement one of the following measures as of the effective date on which his mandate is terminated:

1° assign the director general to an available position of assistant director general in the board;

2° assign the senior executive to an available level 1- or level 2-senior staff position in the board for which he is qualified;

3° assign the senior executive as a senior consultant to the director general until such time as he is assigned in accordance with paragraph 1° or 2° of this section;

4° following the acceptance of a senior executive's request by the board, assign a senior executive to a professional or teaching position;

5° following a senior executive's request and, except for fair and sufficient reasons, grant him the severance allowance prescribed in sections 142 to 145, subject to the following provisions:

a) a senior executive must renounce in writing any right to appeal;

b) a severance allowance shall not apply to a senior executive who is eligible for a pension corresponding to 70 % or more of his average pensionable salary.

**141.** Within 10 days after the board receives the request of a senior executive whose mandate has been terminated, it shall give him the opportunity to be heard. The board shall provide a senior executive who so requests with the reasons for its decision in writing.

**142.** The severance allowance is equal to one month's salary for every year of service as a senior executive. Such severance allowance may not be more than 12 months' salary or less than three months' salary.

Notwithstanding the first paragraph, in the case of a senior executive who is less than one year from a pension corresponding to 70 % of his average pensionable salary, the severance allowance cannot exceed the number of months remaining before he is entitled to such a pension.

Notwithstanding the first paragraph, a senior executive who has already received a severance allowance as a senior executive or senior staff member may only receive the difference between the amount of severance allowance already received and the new amount of severance allowance calculated under this section.

**143.** The severance allowance may be converted into a leave with pay following the acceptance of a senior executive's request by the board. In such a case, a senior executive shall be entitled, except for the salary insurance plan, premiums for regional disparities and parental rights, to the benefits prescribed by this Regulation, provided they are compatible with the nature of the leave.

However, the leave with pay shall terminate as soon as a senior executive is hired by an agency in the public or parapublic sector. In such a case, a senior executive shall receive, where applicable, a severance allowance equal to the positive difference between the amount corresponding to three months' salary and the amount received in salary during the leave with pay.

**144.** An amount equal to the first three months' salary shall be paid when a senior executive leaves. Beginning with the fourth month, a senior executive shall be entitled to the payment of one month's salary per month until the severance allowance is fully paid. Should the senior executive be hired by an agency in the public or parapublic sector, severance allowance payments shall cease immediately.

**145.** The severance allowance does not include a senior executive's accumulated vacation or sick-leave days.

**146.** The following provisions shall apply to a senior executive who is assigned in accordance with section 140:

1° except for fair and sufficient reasons, the board shall apply the salary readjustment procedure outlined in this Regulation;

2° the provisions of sections 108 to 112 concerning banks of sick-leave days shall continue to apply to a senior executive assigned to a professional or teaching position.

**147.** Paragraph 5° of section 140 shall not apply to a senior executive who requests that his mandate be terminated; however, notwithstanding paragraph 1° of section 146, the salary readjustment procedure outlined in this Regulation shall apply provided that a senior executive have completed at least five years of continuous service in the board as a senior executive. The board may apply the salary readjustment procedure to the senior executive who has completed two years of continuous service in the board as a senior executive.

#### **DIVISION 4** **EXPIRY OF MANDATE**

**148.** This division applies to a senior executive who is appointed for a fixed term.

**149.** The board shall inform a senior executive in writing of its intention to implement one of the following measures upon the expiry of his mandate:

1° renew a senior executive's mandate;

2° assign a director general to a position of assistant director general available in the board;

3° assign a senior executive to an available level 1- or level 2-senior staff position in the board for which he is qualified;

4° assign a senior executive as a senior consultant to the director general until such time as he is reclassified or reassigned in accordance with paragraph 2° or 3° of this section;

5° following the acceptance of a senior executive's request by the board, assign a senior executive to a professional or teaching position;

6° following a senior executive's request and, except for fair and sufficient reasons, grant him the severance allowance prescribed in sections 142 to 145, subject to the following provisions:

a) a senior executive must renounce in writing any right to appeal;

b) a severance allowance shall not apply to a senior executive who is eligible for a pension corresponding to 70 % or more of his average pensionable salary;

7° if a senior executive has received a 60-day written notice to this effect, terminate his employment relationship with the board.

Within 10 days of receiving the request of the senior executive concerned, the board shall give him the opportunity to be heard. The board shall provide a senior executive who so requests with the reasons for its decision in writing.

**150.** Failure on the part of the board to apply section 149 before the end of a senior executive's mandate, a senior executive shall be assigned as a senior consultant to the director general until such time as he is assigned in accordance with paragraph 2° or 3° of section 149.

**151.** The following provisions shall apply to a senior executive assigned in accordance with section 149:

1° except for fair and sufficient reasons, the board shall apply the salary readjustment procedure outlined in this Regulation;

2° the provisions of sections 108 to 112 concerning banks of sick-leave days shall continue to apply to a senior executive assigned to a professional or teaching position.

**152.** Following the board's acceptance of a senior executive's request not to renew his mandate, the board shall apply the following provisions:

1° assign a senior executive to another senior executive position or reassign him to an available position in the board for which he is qualified;

2° assign a senior executive as a senior consultant to the director general until such time as he is reclassified or reassigned in accordance with paragraph 1° of this section;

3° apply to a senior executive who is assigned in accordance with paragraph 1° or 2° the salary readjustment procedure outlined in this Regulation, provided that a senior executive have completed at least five years of continuous service in the board as a senior executive. However, the board may apply the procedure to a senior executive who has completed two years of continuous service in the board as a senior executive;

4° apply the provisions of sections 108 to 112 concerning banks of sick-leave days to a senior executive who is assigned to a professional or teaching position.

**153.** A senior executive whose employment relationship is terminated at the end of his mandate in accor-

dance with paragraph 7° of section 149 may choose one of the following measures provided that he have completed two years of continuous service and that he not avail himself of the recourse prescribed by this Regulation:

1° the preretirement leave mentioned in sections 179 to 185;

2° the severance allowance prescribed in sections 142 to 145.

#### **DIVISION 5** RENEWAL OF MANDATE

**154.** The board shall renew the mandate of a senior executive for a definite or indefinite period. The renewal for a definite period cannot, however, include a clause on tacit renewal.

**155.** Where the board renews the mandate for a definite period, the period may not exceed five years.

#### **DIVISION 6** RESIGNATION

**156.** Where a senior executive decides to resign, he must inform the board in writing at least 60 days before the effective date of his resignation.

**157.** Subject to the notice mentioned in section 156, a senior executive who resigns from his board shall receive the severance allowance prescribed in sections 172 to 178, provided that he have completed two years of continuous service in the board as a senior executive, or the severance allowance prescribed in sections 233 to 237, provided that he comply with the conditions for its application.

#### **DIVISION 7** SUSPENSION

**158.** The board may, at any time, suspend a senior executive, with or without pay, for just cause.

#### **DIVISION 8** DISMISSAL

**159.** The board may, at any time, dismiss a senior executive for just cause.

**160.** The board shall notify the senior executive of its decision in writing.

**161.** Within 10 days after the board receives the request of the senior executive who has been dismissed,

it shall give him the opportunity to be heard. The board shall provide the senior executive who so requests with the reasons for its decision in writing.

### CHAPTER 3 STABILITY OF EMPLOYMENT

**162.** This chapter applies to a surplus of senior executives resulting from the abolishment of senior executive positions, subject to the provisions of Division 3 of Chapter 5 of this part.

**163.** Failure or refusal on the part of a senior executive to comply with an obligation specified in this chapter shall be considered a resignation, and the provisions respecting the severance allowance prescribed in sections 172 to 178 shall apply.

**164.** For the purposes of this chapter, “placement bureau” means the “Regional Placement Bureau” or the “Provincial Relocation Bureau”.

#### DIVISION 1 PRELIMINARIES TO PLACEMENT ON AVAILABILITY

**165.** Before declaring a surplus of senior executives, the board shall consider in particular the possibilities for retirement, leaves with or without pay, professional improvement, loans of service, movement of personnel and other measures designed to reduce or defer the surplus of senior executives.

**166.** Where the surplus of senior executives cannot be eliminated through the application of section 165, the board shall, subject to the provisions of section 167, lay off a senior executive, affected by the surplus, who has not completed two years of continuous service in the board prior to the effective date of surplus.

**167.** Notwithstanding the provisions of section 166, a senior executive who is employed by the board as a result of relocation in accordance with the provisions of this chapter and who has less than two years of continuous service in the board on the effective date of surplus shall be deemed to have completed two years' continuous service with that board.

**168.** Where the board decides to place a senior executive on availability following a surplus, it shall notify the senior executive at least 60 days before the date he is placed on availability.

#### DIVISION 2 PLACEMENT ON AVAILABILITY

**169.** The board shall place any senior executive in surplus on availability.

**170.** The board shall forward to the placement bureau the name of the senior executive placed on availability for the purposes of relocation.

#### DIVISION 3 MEASURES TO REDUCE SURPLUS OR PLACEMENT ON AVAILABILITY

##### §1. *Severance Allowance*

**171.** A senior executive on availability who resigns from his board shall receive the severance allowance prescribed in sections 172 to 178.

**172.** The severance allowance is equal to one month's salary for every year of service with the board.

**173.** The severance allowance may not be more than six months' salary or less than two months' salary.

**174.** Notwithstanding sections 172 and 173, a senior executive who has already received a severance allowance as a senior executive or senior staff member may receive only the difference between the allowance already received and the amount of the new allowance calculated under this subdivision.

**175.** An amount equal to the first two months' salary shall be paid when a senior executive leaves. Beginning with the third month, a senior executive shall be entitled to the payment of one month's salary per month until the severance allowance is fully paid. Should the senior executive be hired by an agency in the public or parapublic sector, severance allowance payments shall cease immediately.

**176.** The severance allowance does not include accumulated vacation or the amount resulting from reimbursement of sick-leave days.

**177.** A senior executive who accepts a severance allowance shall forego the other provisions of this chapter.

**178.** A senior executive who is eligible for a pension corresponding to 70 % or more of his average pensionable salary shall not be entitled to a severance allowance.

## §2. Preretirement Leave

**179.** A senior executive on availability shall be entitled to the preretirement leave prescribed in this subdivision provided he applies for it and receives a pension under a retirement plan at the end of the preretirement leave, subject to section 181.

**180.** The duration of the preretirement leave may not exceed one year.

However, the preretirement leave shall terminate as soon as a senior executive is hired by an agency in the public or parapublic sector. In such a case, notwithstanding section 185, a senior executive shall receive, where applicable, a severance allowance equal to the positive difference between the amount corresponding to three months' salary and the amount received in salary during the preretirement leave.

**181.** Sick-leave days which may, in accordance with sections 108 to 112, be used for preretirement purposes are not included in the preretirement leave.

**182.** A senior executive who is granted preretirement leave shall retain his right to the reimbursement of redeemable sick-leave days not used for preretirement purposes.

**183.** A senior executive's accumulated vacation is not included in the preretirement leave.

**184.** During his preretirement leave, a senior executive shall be entitled, except for the salary insurance plan, premiums for regional disparities, parental rights and vacation, to the benefits prescribed by this Regulation, provided such benefits are compatible with the nature of the leave.

**185.** By accepting the preretirement leave mentioned in this subdivision, a senior executive shall be deemed to have resigned at the end of the leave and cannot receive any severance allowance under this Regulation.

## §3. Relocation of Senior Executives on Availability

**186.** The board shall assign a senior executive placed on availability to an available senior staff position for which he is qualified.

**187.** Where no position is available in the senior staff group, the senior executive shall remain on availability as a senior executive until a position is available in that group.

**188.** A senior executive on availability shall be assigned to the position of senior consultant to the director general.

**189.** However, following his acceptance, the senior executive referred to in section 187 shall be assigned to an available professional or teaching position in the board for which he is qualified.

**190.** A senior executive on availability shall be required to comply with the following:

1° to accept, within 15 days of receipt, any employment offer for a senior executive or senior staff position for which he is qualified in another agency in the education sector; such an offer shall be forwarded to the senior executive by registered or certified mail;

2° at the request of the placement bureau, to be present at a selection interview for the purposes of his relocation in accordance with paragraph 1°; the request shall be forwarded to a senior executive by registered or certified mail. In this case, the senior executive's expenses shall be reimbursed by his board according to its policy in effect.

The board shall interview any senior executive on availability referred by the placement bureau;

3° accept any job for which he is qualified in another agency in the public or parapublic sector in his administrative region under the terms of a loan of service agreed between his board, the placement bureau and the agency concerned. The board shall consult the senior executive in this regard.

**191.** Unless there are provisions to the contrary, a senior executive assigned to a senior staff position or to a teaching or professional position shall no longer be governed by this part.

**192.** The salary readjustment procedure outlined in sections 56 to 58 applies in the case of a senior executive assigned to a position where his new salary is lower than that he was receiving at the time of his assignment, without taking into account the two-year limit mentioned in section 58.

**193.** The provisions of sections 104 to 112 concerning banks of sick-leave days apply to a senior executive who is assigned to a teaching or professional position in his board.

**194.** A senior executive who is assigned to a senior staff position or to a teaching or professional staff position in another agency in the education sector shall be

reimbursed by the board he is leaving for his bank of redeemable sick-leave days. Moreover, a senior executive's bank of nonredeemable sick-leave days shall also be transferred with him, and the provisions concerning banks of nonredeemable sick-leave days prescribed in sections 108 to 112 shall continue to apply.

**195.** A senior executive referred to in sections 189 and 194 shall continue to accumulate his years of service for annual vacation purposes.

**196.** A senior executive who, following the board's evaluation of his performance, is nonreengaged either during or at the end of the school year in which he is relocated, shall return to the board that placed him on availability, and the provisions of this division shall apply.

**197.** The provisions of Schedule 6 concerning moving expenses shall apply to a senior executive relocated to another agency in the education sector.

#### CHAPTER 4 RIGHT OF APPEAL

**198.** In this chapter, the following words and expressions mean:

“dismissal”: the termination of the employment relationship of a senior executive by a board during a mandate;

“working days”: the days from Monday to Friday inclusive, excluding legal holidays and days during the month of July.

**199.** In this chapter, the association of senior executives means a senior executive where the latter is not a member of an association of senior executives.

**200.** This chapter applies to a senior executive's complaint dealing with the following elements:

1° the application or interpretation of the provisions of this Regulation applicable to senior executives, except for the following provisions:

- Part 1: Chapter 1, sections 2 to 4 and Chapter 2;
- Part 2: Chapter 2: the reasons justifying a termination of a mandate or a nonrenewal of a mandate; Chapter 3: reasons for abolishing a senior executive position;
- Part 6: sections 490 and 492;
- Schedules 1, 2, 3, 10 and 11;
- Schedule 4, section 1;
- Schedule 7, section 1;

2° a dismissal or termination of the employment relationship at the end of a senior executive's mandate, except for the following cases:

- a senior executive on probation in accordance with the policies of the board;
- a senior executive referred to in section 166;
- a senior executive whose mandate expressly provides for the termination of the employment relationship with the board upon its expiry.

**201.** A senior executive shall have 20 working days after receiving the board's decision or after the fact or his awareness of the fact giving rise to the complaint in which to submit his complaint through the association of senior executives.

Such request shall be forwarded to the first chairman of the Appeals Committee, with a copy to the board and the federation of employers concerned and must contain the name of the representative on the Appeals Committee designated by the association of senior executives or the senior executive himself, where applicable, where the complaint deals with a provision of paragraph 1° of section 200, as well as a summary of the facts giving rise to the complaint. The address of the first chairman of the Appeals Committee is as follows:

Greffe des Comités de recours et d'appel, 575, rue Saint-Amable, 2° étage, Québec (Québec) G1R 5Y8.

**202.** The board shall have 10 days after it receives a copy of the request to be heard submitted to the Appeals Committee in which to notify the first chairman of the Appeals Committee of the appointment of its representative on the Appeals Committee where the complaint deals with a provision of paragraph 1° of section 200 and shall forward a copy of the notice to the senior executive's representative.

**203.** The two representatives shall have 20 working days after the senior executive's representative receives a copy of the board's notice specified in section 202, in which to designate a chairman who, with the two representatives, shall form the Appeals Committee.

In the case of a complaint referred to in paragraph 2° of section 200, the Appeals Committee shall consist of a chairman only. In such a case, the two parties concerned shall have 20 working days after the board receives a copy of the request to be heard submitted to the Appeals Committee in which to designate a chairman.



Failing agreement on the choice of a chairman of the Appeals Committee within the time limit prescribed in this section, no later than 15 working days following the expiry of the time limit, it shall be the responsibility of the first chairman to appoint the chairman from a list of chairmen approved by the Committee of Directors General.

**204.** The first chairman of the Appeals Committee shall be chosen by the Committee of Directors General.

**205.** The Appeals Committee shall convene the parties without delay to study the complaint submitted to the committee but no later than 20 working days following the appointment of the chairman of the Appeals Committee; it shall proceed in the manner it determines, subject to the following provisions:

1° where a complaint deals with the dismissal or termination of the employment relationship of a senior executive, prior to referring the case to the Appeals Committee for study, a preparatory session shall be held, the date of which is determined by the chairman of the Appeals Committee after consultation with the two representatives, during which the parties present and discuss with the chairman the following elements, the foregoing without prejudice:

- the list of documents to be tabled;
- the number of witnesses;
- the anticipated duration of the evidence;
- the admissions;
- the preliminary objections;
- the methods to be used to expedite the hearing and to render it more effective;
- any other issue determined by the chairman;

2° subject to section 206, the hearings of the Appeals Committee begin with a short presentation by each party dealing with the following elements:

- summary of the facts as perceived by each party;
- summary of the contentious issue or issues;
- summary of each party's claims;
- summary of each party's demands;

3° the chairman of the Appeals Committee shall forward a notice to the records office of the Recourse and Appeals Committee, no later than 20 working days prior to the hearing date of the Appeals Committee, confirming the holding of the latter.

**206.** The Appeals Committee shall examine whether the complaint is admissible and shall dispose of any preliminary objections, where applicable.

**207.** The association of senior executives concerned, the federation of employers concerned and the Ministry may, collectively or individually, make any representation that they deem appropriate to the Appeals Committee.

**208.** In the case of a complaint referred to in paragraph 1° of section 200, the Appeals Committee shall determine whether the board's decision complies with the Regulation.

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

Decisions of the Appeals Committee may not have the effect of modifying, subtracting from or adding to the provisions of this Regulation.

Decisions of the Appeals Committee shall be made unanimously or by a majority and must state the reasons therefor; any member wishing to express his dissent from a decision or part thereof may do so in a separate report.

**209.** Where a complaint deals with the elements covered by paragraph 2° of section 200, 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 forwarded to the parties within 40 working days of the last day of hearing. However, the decision shall not be void due to the fact that it was forwarded after that time limit.

Where the Appeals Committee deems that the reasons for the board's decision are not fair and sufficient, the parties shall have 20 working days following 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 upon the expiry of the time limit specified in the third paragraph, the Appeals Committee, within 20 working days of such expiry:

1° shall determine, where applicable, the amount of compensation for the actual loss of salary incurred. The amount may be reduced by the amount corresponding to the period of suspension without pay determined, where applicable, by the Appeals Committee taking into account the nature of the case submitted;

2° may order the board to:

a) reinstate the senior executive and apply the provisions concerning the termination of the mandate specified in sections 140 to 147. In such a case, notwithstanding paragraph 1° of section 146, the salary readjustment procedure outlined in this Regulation shall apply to the senior executive without taking into account the two-year limit;

or

b) reinstate the senior executive in a management, professional or teaching position in accordance with the provisions of the agreements and collective agreements. In such a case, the application of the salary readjustment procedure outlined in this Regulation by the board is optional.

The decision of the Appeals Committee shall be forwarded to the parties no later than the expiry of the 20-working day limit prescribed in the 5th paragraph of this section. However, the decision shall not be void due to the fact that it is forwarded after the expiry of the time limit.

**210.** Within a period not exceeding 30 days following receipt of the decision of the Appeals Committee, a senior executive may refuse to have the provisions of paragraph 2° of section 209 applied to him. In which case, a senior executive shall be deemed to have resigned and shall receive compensation for damages in addition to the compensation set by the Appeals Committee for actual loss of salary.

The compensation for damages is equal to two months' salary for every year of service as senior executive or senior staff member; however, the compensation may not be less than three months' salary or more than 12 months' salary.

The compensation may be transformed into a leave with pay following the acceptance of the senior executive's request by the board.

The board shall carry out the decision of the Appeals Committee within 20 working days of the date on which the decision was forwarded to it.

The decision of the Appeals Committee is final, executory and binding on the parties.

**211.** The expenses and fees of the Appeals Committee shall be paid by the Ministry.

Notwithstanding the preceding paragraph, in the case of the cancellation or deferral of a preparatory session or a hearing date served, by telephone or in writing, to the chairman of the Appeals Committee less than 15 working days prior to the date set, the fees and, where applicable, expenses of the chairman of the Appeals Committee shall be reimbursed by the party or parties that initiated the request, either the association of senior executives or the board concerned.

**212.** The expenses and fees incurred by the other two members of the Appeals Committee shall be paid by the parties they represent.

**213.** A senior executive who is dismissed or whose employment relationship is terminated upon the expiry of his mandate and who submits a complaint to the Appeals Committee shall continue to participate in the standard life insurance plan. Moreover, he shall continue to participate in the compulsory basic health-accident insurance plan by paying his contribution and that of the board and may also continue to participate in the other insured plans according to the provisions prescribed by 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 after he is dismissed or his employment relationship is terminated. A senior executive who continues to participate in all of the insured plans shall also continue to participate in the survivor's pension plan by paying the premium determined by the Conseil du trésor to cover the cost of the plan.

In the event of a decision rendered by the Appeals Committee in favour of the senior executive or a settlement reached by the parties, the senior 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 dismissal or termination of the employment relationship and, should the senior executive be reinstated, any total disability that began since that date shall then be recognized.

**214.** In special cases, the time limits prescribed in this chapter may be changed by written agreement between the parties.

**215.** At any time, in the case of a complaint concerning a dismissal or the termination of the employment relationship of a senior executive, the board and the senior executive may make an agreement to settle their dispute. The agreement may deal with any of the elements outlined in sections 209 and 210.



## CHAPTER 5 OTHER CONDITIONS OF EMPLOYMENT

**216.** In the event of inconsistency, the provisions of Divisions 1 to 3 of this chapter take precedence over the other provisions of this Regulation.

**217.** For the purposes of Divisions 1 to 3 of this chapter, the following expressions mean:

“director general of an agency in the network”: a director general of a school board or a general and vocational college or a director general as defined in the Regulation respecting certain conditions of employment applicable to directors general of regional councils and public health and social services establishments, excluding a senior executive who performs the duties of assistant director general and a senior consultant to the director general;

“agencies in the network”: the school boards, general and vocational colleges and public institutions within the meaning of the Act respecting health services and social services (R.S.Q., c. S-4.2);

“salary”: the progressive remuneration to which a senior executive is entitled and to which a lump-sum payment is added for the purposes of maintaining the salary, where applicable.

### DIVISION 1 RESOURCING MEASURES

#### §1. *Training Period in Another Working Milieu*

**218.** A senior executive may, following a request approved by the board, undergo a training period in another working milieu in order to undertake a resourcing project related to his professional development or act as a resource-person.

In such a case, the senior executive and the board shall agree in writing on the terms and conditions of the training period and of his return to work at the end of the training period.

**219.** The provisions of this Regulation shall apply to a senior executive during the training period.

#### §2. *Leave Without Pay*

**220.** A senior executive may, following a request approved by the board, obtain a leave without pay to pursue university studies, to acquire skills in another working milieu or for any other reason deemed valid by the board.

In such a case, the senior executive and the board shall agree in writing on the terms and conditions of the leave and of his return to work at the end of the leave.

**221.** A senior executive on a leave without pay may continue to be covered by the group insurance plans, with the exception of salary insurance benefits, provided that he pay the full amount of the required premiums. A senior executive must submit a request to this effect to his board prior to the leave.

#### §3. *Leave with Pay*

**222.** A senior executive may, following a request approved by the board, obtain a leave with pay, within the framework of a resourcing project related to his career path, to complete university studies or acquire skills in another working milieu, provided that he meet the following conditions:

1° has eight years of experience as a senior executive in an agency in the public or parapublic sector, including four years in the employ of the board;

2° submit his resourcing project to the board in writing.

**223.** The duration of the leave with pay shall not exceed 12 months.

**224.** A senior executive and the board shall agree in writing on the terms and conditions of the leave and of his return to work at the end of the leave.

**225.** This Regulation applies, with the exception of salary insurance benefits, to a senior executive during the leave with pay.

### DIVISION 2 MEASURES RELATED TO INTERNAL AND EXTERNAL MOBILITY

#### §1. *Transfer of Sick-leave Days*

**226.** A director general who is hired by an agency in the network may choose one of the following measures:

1° the reimbursement of all of his redeemable sick-leave days to his credit;

2° the reimbursement of a portion of his redeemable sick-leave days to his credit and the transfer of the balance to the agency in the network concerned;

3° the transfer of all of his redeemable or nonredeemable sick-leave days to the agency in the network concerned.

**227.** Where a director general of an agency in the network is hired by a board, the terms and conditions respecting the reimbursement of redeemable sick-leave days to the director general's credit as well as the terms and conditions respecting the use of redeemable or nonredeemable days shall be maintained at the time when those days are transferred to the board.

**228.** The following provisions shall apply at the time when the sick-leave days are transferred:

1° for redeemable days, a document attesting to the number of redeemable days to the director general's credit, the transferred amount corresponding to the value of redeemable sick-leave days at the time when they are transferred, the terms and conditions respecting the reimbursement and use of such days shall be prepared by the board and shall be forwarded to the agency in the network concerned;

2° for nonredeemable sick-leave days, a document attesting to the number of nonredeemable days and the terms and conditions respecting the use of such days shall be prepared by the board and shall be forwarded to the agency in the network concerned.

### §2. *Reimbursement of Moving Expenses*

**229.** A director general covered by stability of employment provisions in an agency in the network, a director general appointed senior consultant or designated as supernumerary senior staff in accordance with the Regulation determining certain conditions of employment of principals and academic deans of general and vocational colleges and hired by a board shall be reimbursed by the latter for his moving expenses in accordance with the provisions of Schedule 6.

**230.** A director general in an agency in the network who, following his resignation, is hired by a board shall be reimbursed for his moving expenses in accordance with the provisions of Schedule 6, provided that his request be approved by the board.

**231.** A person who is hired as a director general shall be reimbursed for his moving expenses in accordance with the provisions of Schedule 6, provided that his request be approved by the board.

### §3. *Maintenance of Salary*

**232.** The salary of a senior executive covered by one of the following situations shall be maintained as prescribed in this subdivision in the case where the salary of his new position is less than that he was receiving immediately prior to holding the new position:

1° a director general covered by stability of employment provisions in an agency in the network, a director general appointed senior consultant or designated as supernumerary senior staff in accordance with the Regulation determining certain conditions of employment of principals and academic deans of general and vocational colleges whom a board hires;

2° a director general, other than the director general referred to in Chapter 3, assigned to another position in the board or to another board, provided that he have held the position of director general for no less than three years in the board;

3° an assistant director general or a senior consultant to the director general, other than the one referred to in Chapter 3, assigned to another position in the board or to another board, provided that he have held a senior executive position for no less than five years in the school board network and that his request to have his salary maintained be approved by the board.

The senior executive covered by this section shall receive a lump-sum payment equal to the positive difference between the salary he was receiving in his former position and the salary he receives in his new position.

The lump-sum payment shall be adjusted according to the changes in the senior executive's salary in his new position and shall no longer be applied when the salary is equal to or more than the salary of the position. However, in the case of an assistant director general or senior consultant to the director general, the board may set a time limit during which the salary may be maintained.

### §4. *Severance Allowance in Cases of Resignation*

**233.** This subdivision applies to a director general who, following his resignation, meets the following conditions:

1° is at least 55 years old;

2° has completed 25 years of continuous service in agencies in the public or parapublic sector;

3° is more than one year from the end of his term of office;

4° is eligible for an annuity with an actuarial reduction in accordance with the applicable pension plan.

**234.** Subject to the other conditions prescribed in section 233, this subdivision applies to an assistant director general or senior consultant to the director general, provided that:

1° he has completed five years of service in a senior executive position in the school board network;

2° a severance allowance following the approval of the person's request by the board has been applied;

3° the departure of the person allows for a reduction in management staff in the board.

Notwithstanding the first and second paragraphs of this section, paragraph 5° of section 140 and paragraph 6° of section 149, the severance allowance shall not apply to a senior executive who, on the date on which his position is abolished, his mandate is terminated or has expired, where applicable, is hired by an agency in the network.

**235.** The severance allowance is equal to the lesser of the following amounts:

1° the cost of acquiring, on the date of resignation, an annuity equal to the actuarial reduction applicable to the senior executive which would make him eligible for an annuity without an actuarial reduction under the applicable pension plan;

2° 12 months of the senior executive's salary.

**236.** A senior executive covered by section 235 shall receive, on a monthly basis, an amount corresponding to one month's salary until the severance allowance is fully paid.

The severance allowance shall continue to be applied to a senior executive who holds a position in an agency in the public or parapublic sector when the annual income of the senior executive corresponding to his annual salary to which a lump-sum payment has been added is less than the severance allowance determined under section 235. In such a case, the severance allowance is equal to the positive difference between the allowance determined under section 235 and his annual income.

**237.** The severance allowance does not include accumulated vacation or the redeemable sick-leave days to the senior executive's credit.

### DIVISION 3 STABILITY OF EMPLOYMENT MEASURES

**238.** A senior executive may choose one of the following measures on the date on which his position is abolished:

1° the application of Chapter 3 of this part;

2° the application of the measures prescribed by this division, if he is eligible therefor.

#### §1. Preretirement Leave

**239.** A senior executive who is eligible for an annuity with an actuarial reduction under the applicable pension plan may avail himself of a preretirement leave.

**240.** The duration of the preretirement leave may not exceed 12 months.

**241.** The preretirement leave mentioned in section 240 may be spread over a maximum 60-month period.

In such a case, subject to section 246, a senior executive shall be on a leave without pay for the portion of the preretirement leave that is not remunerated.

**242.** The preretirement leave shall begin on the date on which the senior executive's position is abolished and shall cease on the date on which he becomes eligible for an annuity without an actuarial reduction, without exceeding a maximum 60-month period.

However, the preretirement leave shall cease as soon as a senior executive is hired by an agency in the public or parapublic sector.

**243.** A senior executive must retire at the end of his preretirement leave.

**244.** During the remunerated portion of the preretirement leave, the following provisions shall apply:

1° a senior executive shall be paid the salary that he would have received had he been at work for the duration of the preretirement leave determined under section 240;

2° a senior executive shall continue to participate in the pension plan and in the group insurance plans, with the exception of the salary insurance plan, in proportion to the salary received.

**245.** Subject to the provisions of section 64 relating to a partial leave without pay, a senior executive shall continue to be covered by the insurance plans, with the exception of the salary insurance plan, during the portion of the leave without pay determined under section 241, where applicable. Moreover, a senior executive shall continue to participate in his pension plan subject to the provisions of the pension plan concerning the redemption of the portion of the leave without pay. In such a case, the Commission administrative des régimes de retraite et d'assurances must receive the request of the senior executive concerning the

redemption of the portion of the leave without pay prior to his retirement date.

**246.** Sick-leave days to a senior executive's credit may be used as preretirement leave in accordance with sections 108 to 112.

Such days of preretirement leave may be used within a maximum 60-month period prescribed in section 241 to reduce the portion of the leave without pay.

## §2. Retirement Indemnity

**247.** The retirement indemnity shall apply to a senior executive who is eligible for an annuity with or without actuarial reduction.

**248.** The retirement indemnity shall apply on the date on which a senior executive is pensioned off and shall be paid for a maximum 60-month period.

**249.** The amount of the retirement indemnity is equal, for the period during which it is paid, to the positive difference between the amount corresponding to 70 % of the salary as determined on the retirement date for the purposes of calculating the annuity and the total amount of pension on that date, namely, the annuity, pension credits or any other amount paid under a public retirement plan.

The total amounts paid cannot exceed the amount corresponding to two years' salary in the case of a director general or one year in the case of an assistant director general or senior consultant to the director general as of his retirement date.

In the case where a senior executive is entitled to a retirement allowance determined under the Act respecting the payment of a retirement allowance and other benefits and amending the Act respecting the Government and Public Employees Retirement Plan (1992, c. 62), the total amounts paid as a retirement indemnity, as determined in the first and second paragraphs, shall be reduced by the retirement allowance determined by the Commission administrative des régimes de retraite et d'assurances.

The retirement indemnity, as determined previously, shall be paid to a senior executive according to the same terms and conditions as those respecting the payment of salary or on a monthly basis, as requested by the senior executive, for the period during which such retirement indemnity is paid.

The retirement indemnity shall cease as soon as the senior executive is hired by an agency in the public or parapublic sector.

## §3. Preretirement Leave and Retirement Indemnity

**250.** A senior executive may opt for the preretirement leave and the retirement indemnity provided that he meet the conditions prescribed for each measure.

Notwithstanding the preceding paragraph, the total amounts resulting from both the preretirement leave and the retirement indemnity combined cannot exceed the amount corresponding to 24 months' salary in the case of a director general or to 12 months' salary in the case of an assistant director general or senior consultant to the director general on the date on which his position is abolished, and the period during which these measures are applied cannot exceed 60 months as of the date on which his position is abolished.

## DIVISION 4 ANNUAL VACATION

**251.** After consulting with its senior executives, a board shall draw up an annual vacation plan for senior executives.

**252.** Notwithstanding section 251, in the case of a disability of more than six cumulative months during the preceding school year, the number of days of vacation determined in accordance with section 251 shall be reduced in proportion to the number of working days during which a senior executive was not entitled to his salary. The period of disability following a work accident shall not be considered as an absence without pay for the purposes of this section.

## PART 3 PROVISIONS APPLICABLE TO ADMINISTRATORS

### CHAPTER 1 ADMINISTRATIVE STRUCTURE

**253.** The board shall determine its administrative structure for administrator positions in accordance with the job descriptions and classification plan prescribed by this Regulation; the board shall consult the association of administrators in the same manner as that determined for the management policy defined in section 321. The consultation must be held no less than 30 days before the administrative structure is adopted, unless the board and the association agree otherwise.

The administrative structure shall indicate the organization of the activities of the board and establish the distribution and level of responsibilities among the administrators required to administer such activities. The structure shall be set out in an organization chart show-

ing the number of full-time and part-time administrator positions as well as the titles, classifications and ranking of each position.

Not later than 1 July 1999, the administrative structure shall be adopted by resolution of the council of commissioners of the board and shall remain in force until such time as it may be amended by resolution of the council.

**254.** Any change in the administrative structure shall be the object of consultation by the association of administrators in the same manner as that determined for the management policy defined in section 321.

## CHAPTER 2 STABILITY OF EMPLOYMENT

**255.** This chapter applies to a surplus of administrators resulting from the abolishment of administrator positions.

**256.** Failure or refusal on the part of an administrator to comply with an obligation prescribed in sections 269 and 286 shall be considered as a resignation, unless the administrator can justify it to the satisfaction of the placement bureau.

**257.** For the purposes of this chapter, "placement bureau" means the "Regional Placement Bureau" or the "Provincial Relocation Bureau".

**258.** The severance allowance prescribed in sections 272 to 278 shall apply to the administrator who is considered as having resigned following the application of section 256.

### DIVISION 1 PRELIMINARIES TO PLACEMENT ON AVAILABILITY

**259.** Where there is a surplus of administrators following the abolishment of an administrator position, the board shall notify the associations of senior staff and shall consult them on measures that could be taken to readjust staff numbers before placing staff on availability.

**260.** The board shall consider in particular the possibilities for retirement, leaves with or without pay, leaves for professional improvement, loans of service, replacement of staff on disability leave, movement of personnel and other measures designed to defer any surplus of administrators or to readjust its staff numbers.

In the case of a movement of personnel resulting from the application of this section, section 289 shall apply to an administrator, where applicable.

**261.** Where the surplus of administrators cannot be eliminated through the application of sections 259 and 260, the board shall lay off a senior staff member with less than two years of continuous service in the board prior to the effective date of surplus, unless the said vacant position cannot be filled from among the other senior staff members so as to readjust staff numbers.

Notwithstanding the first paragraph, a senior staff member with less than two years of continuous service in the board as a result of relocation shall be deemed to have completed two years' continuous service in that board.

**262.** The board shall notify an administrator in writing at least 60 days prior to the date of layoff.

**263.** An administrator who is laid off as a result of a surplus may avail himself, at his request, of the services of the placement bureau for up to a year following the date of the layoff notice. Should the administrator be reengaged by his board during the 12-month period following the date of his layoff, he shall continue to accumulate his years of service in the board as of the date on which he is reengaged.

### DIVISION 2 PLACEMENT ON AVAILABILITY

**264.** The board shall place any administrator in surplus on availability.

**265.** In such event, the board shall draw up a list of administrators to be placed on availability for the following school year on the basis of criteria established after consultation with the association of administrators concerned.

**266.** The board shall notify an administrator in writing at least 60 days before he is placed on availability.

**267.** A senior staff member may substitute himself for an administrator who is on the list of persons to be placed on availability provided the board agrees to the substitution, which must be carried out within the time limit preceding the placement on availability.

### DIVISION 3 USE OF ADMINISTRATORS ON AVAILABILITY

**268.** As of the date of his placement on availability and as long as he has not been reassigned or relocated,



an administrator shall retain his classification. The administrator's salary, determined on the basis of the rules respecting salary review on the date of his placement on availability, shall be maintained throughout the period he is placed on availability.

Notwithstanding the preceding paragraph, an administrator temporarily assigned within the meaning of section 51 to a position whose maximum salary is equal to or more than the maximum of his former salary scale shall receive the remuneration specified in section 52 for the duration of temporary assignment.

**269.** An administrator on availability must accept any duty for which he is qualified in his board or in another agency in the public or parapublic sector in his administrative region under the terms of a loan of service agreed upon by his board, the placement bureau and the agency concerned. The board shall consult the administrator to this effect.

#### DIVISION 4 MEASURES TO REDUCE SURPLUS OR PLACEMENT ON AVAILABILITY

##### §1. *Severance Allowance*

**270.** An administrator on availability who resigns from his board shall receive the severance allowance prescribed in sections 272 to 278.

**271.** The board may grant the severance allowance prescribed in sections 272 to 278 to any other administrator who resigns from the board, provided such resignation reduce the number of persons in surplus or on availability at the board.

**272.** The severance allowance is equal to one month's salary for every year of service with the board.

**273.** The severance allowance may not be more than six months' salary or less than two months' salary.

**274.** Notwithstanding sections 272 and 273, an administrator who has already received a severance allowance as a senior staff member or a senior executive may receive only the difference between the allowance already received and the amount of the new allowance calculated under this subdivision.

**275.** An amount equal to the first two months' salary shall be paid when an administrator leaves. Beginning with the third month, an administrator shall be entitled to the payment of one month's salary per month until the severance allowance is fully paid. Should the administrator be hired by an agency in the public or

parapublic sector, severance allowance payments shall cease immediately.

**276.** The severance allowance does not include accumulated vacation or the amount resulting from reimbursement of sick-leave days.

**277.** An administrator who is eligible for a pension corresponding to 70 % or more of his average pensionable salary shall not be entitled to a severance allowance.

**278.** An administrator who accepts a severance allowance shall forego the other provisions of this chapter.

##### §2. *Preretirement Leave*

**279.** An administrator placed on availability shall be entitled to the preretirement leave prescribed in this subdivision provided he applies for it and receives a pension under a retirement plan at the end of the preretirement leave, subject to section 282.

**280.** A board may grant an administrator's request for preretirement leave prescribed in this subdivision provided that:

1° such a measure must allow for a reduction in the number of persons in surplus or on availability in the board;

2° subject to section 282, the administrator must receive a pension under a retirement plan at the end of such leave.

**281.** The duration of the preretirement leave may not exceed one year.

**282.** Sick-leave days which may, in accordance with sections 108 to 112, be used for preretirement purposes are not included in the preretirement leave prescribed in section 281.

An administrator who is granted preretirement leave shall retain his right to the reimbursement of redeemable sick-leave days not used for preretirement purposes.

**283.** An administrator's accumulated vacation is not included in the preretirement leave.

**284.** During his preretirement leave, an administrator shall be entitled to the benefits prescribed by this Regulation, except for the salary insurance plan, premiums for regional disparities, parental rights and vacation, provided such benefits are compatible with the nature of the leave.



**285.** By accepting preretirement leave, an administrator shall be deemed to have resigned at the end of the leave, and the provisions of Subdivision 1 shall not apply.

### §3. *Relocation of Administrators on Availability*

**286.** An administrator on availability shall be required to comply with the following:

1° to accept any available senior staff or manager position in his board for which he is qualified;

2° to accept any available teaching or professional position or support staff position in the case of a manager in his board for which he is qualified. The board shall consult the administrator in this regard;

3° to accept, within 15 days of receipt, any employment offer for a position of senior staff or manager in another agency in the education sector in his administrative region for which he is qualified; such an offer shall be forwarded to the administrator by registered or certified mail;

4° at the end of his first year of placement on availability, to accept, within 15 days of receipt, any employment offer for a teaching or professional position or support staff position in the case of a manager, in another agency in the education sector in his administrative region for which he is qualified; such an offer shall be forwarded to the administrator by registered or certified mail;

5° at the end of his second year of placement on availability, to accept, within 15 days of receipt, any employment offer for a position of senior staff or manager for which he is qualified in another agency in the education sector, except for one in the three administrative regions located the farthest away from his place of work as determined by the placement bureau; such an offer shall be forwarded to the administrator by registered or certified mail;

6° at the request of the placement bureau, to be present at a selection interview for the purposes of his relocation in accordance with paragraphs 3°, 4° and 5°; the request shall be forwarded to the administrator by registered or certified mail. In this case, the administrator's expenses shall be reimbursed by his board according to its policy in effect.

The board shall interview every administrator on availability referred by the placement bureau.

**287.** As of the date an administrator is placed on availability, the board shall assign him to the first available position of senior staff or manager or, failing which, teaching or professional position, or support staff position in the case of a manager, for which he is qualified.

**288.** Unless there are provisions to the contrary, an administrator assigned to a teaching, professional or support staff position shall no longer be governed by this Regulation.

**289.** The salary readjustment procedure outlined in sections 56 to 58 applies to an administrator on availability assigned to another management position or to a teaching, professional or support staff position, as the case may be, where his new salary is less than that he was receiving while on availability, without taking into account the two-year limit prescribed in section 58.

**290.** The provisions of sections 104 to 112 concerning banks of sick-leave days apply to the administrator assigned to a teaching, professional or support staff position in his board.

**291.** An administrator relocated to a position of senior staff or manager or to a teaching, professional or support staff position in another agency in the education sector shall be reimbursed by the board he is leaving for his bank of redeemable sick-leave days. Moreover, an administrator's bank of nonredeemable sick-leave days shall also be transferred with him, and the provisions of sections 108 to 112 concerning banks of nonredeemable sick-leave days shall continue to apply.

**292.** An administrator who, following the board's evaluation of his performance, is nonreengaged either during or at the end of the school year in which he is relocated shall return to the board that placed him on availability, and the provisions of Divisions 3 and 4 of this chapter shall apply. In such event, the total period on availability prior to relocation shall be taken into account when applying section 286.

**293.** An administrator covered by section 287 or 291 shall continue to accumulate his years of service for annual vacation purposes.

**294.** The provisions of Schedule 6 concerning moving expenses apply to an administrator who is relocated to another agency in the education sector under paragraphs 3° to 5° of section 286.

**295.** An administrator on availability who, at the request of the placement bureau, agrees to be relocated to another administrative region during his first two years of placement on availability shall receive, from

the board he is leaving, an allowance equal to 2 months' salary. However, this allowance is equal to four months' salary in the case of an administrator on availability who accepts to be relocated to one of the three administrative regions the farthest away from his place of work as determined by the placement bureau. Moreover, sections 291 to 294 shall apply to the administrator.

### CHAPTER 3 RIGHT OF APPEAL

**296.** In this chapter, the following expressions mean:

“dismissal”: the termination of the employment relationship of an administrator by a board at any time, in particular for reasons of incapacity, negligence, insubordination, misconduct, immoral behaviour or incompetence;

“nonreengagement”: the termination of the employment relationship of an administrator by a board at the end of his employment, when the term is specified;

“termination of employment”: the termination of the employment relationship of an administrator by a board during the course of that employment, when the term is not specified.

**297.** In this chapter, the expression “association of administrators” means an administrator where the latter is not a member of an association of administrators and the expression “working days” means the days from Monday to Friday inclusively with the exception of paid legal holidays and days during the month of July.

#### DIVISION 1 LOCAL COMMITTEE

**298.** This division applies to an administrator's complaint dealing with the application or interpretation of this Regulation.

Notwithstanding the first paragraph, this division shall not apply to an administrator on probation whose complaint is related to movement of personnel.

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

**299.** An administrator shall have 20 working days after the fact or his awareness of the fact giving rise to the complaint in which to submit the complaint to his association.

**300.** The association shall have 20 working days after it receives the complaint in which to request in writing a meeting of the representatives appointed by the board and the association of administrators in order to study the complaint; the meeting must be held no later than 20 working days after the board receives the request.

The administrator concerned may, if he so requests, attend the meeting.

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

**301.** Within 20 working days after the meeting is held, the board shall inform the administrator in writing of its decision concerning the administrator's complaint and the reasons therefor, and shall forward a copy to the association of administrators.

#### DIVISION 2 APPEALS COMMITTEE

**302.** This division shall apply in the following cases:

1° where an administrator is not satisfied with the board's decision under section 301 or where the board does not make its decision known within the time limit prescribed in section 301 concerning a complaint dealing with the application or interpretation of this Regulation; in which case, an administrator shall have 20 working days following receipt of the board's decision or the expiry of the time limit prescribed in section 301 in which to submit his complaint in writing through his association;

2° where an administrator, except for an administrator on probation, wishes to contest his dismissal, nonreengagement, termination of employment or assignment to another management staff position or to a teaching, professional or support staff position; in which case, an administrator 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 shall apply to a regular full-time administrator who has completed the probation period as such and who is undergoing a probation period as a regular part-time administrator.

Notwithstanding the first paragraph of paragraph 2° of this section, this division shall apply to an administrator who is laid off following the application of section 261 and whose complaint deals with the application of that

section with respect to the condition of two years of service in the board or of section 262 concerning the 60-day notice.

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

**303.** The complaint must be forwarded to the first chairman of the Appeals Committee, with a copy to the board and to the federation of employers concerned and must contain the name of the representative designated by the association of administrators concerned. The address of the first chairman of the Appeals Committee is:

Grefe des Comités de recours et d'appel, 575, rue Saint-Amable, 2<sup>e</sup> étage, Québec (Québec) G1R 5Y8

**304.** The Appeals Committee shall be composed of a chairman, a representative of the association of administrators and a representative of the federation of employers concerned whose name is forwarded in writing to the first chairman of the Appeals Committee and to the administrator's representative within 15 working days of the date on which it receives a copy of the complaint.

**305.** The two representatives shall have 20 working days following the date on which the administrator's representative receives a copy of the board's notice prescribed in section 304 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 following 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 Advisory Committee of Administrators.

**306.** The first chairman of the Appeals Committee shall be chosen by the Advisory Committee of Administrators.

**307.** The Appeals Committee shall convene the parties as soon as possible to study the complaint that was submitted to it, 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 a complaint deals with a provision of paragraph 2° of section 302, prior to the study of the case by the Appeals Committee, a preparatory session shall be

held, the date of which is set by the chairman of the Appeals Committee after consultation with the two representatives, during which the parties present and discuss with the chairman the following elements without prejudice:

- the list of documents to be tabled;
- the number of witnesses;
- the anticipated duration of the evidence;
- the admissions;
- the preliminary objections;
- the methods to be used to expedite the hearing and to render it more effective;
- any other issue determined by the chairman;

2° subject to section 308, the hearings of the Appeals Committee shall begin with a brief presentation by each of the parties dealing with the following elements:

- summary of the facts as perceived by each party;
- summary of the contentious issue or issues;
- summary of each party's claims;
- summary of each party's demands;

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 hearing date of the Appeals Committee, confirming the date of the latter.

**308.** The Appeals Committee shall verify whether the complaint is admissible and shall dispose of any preliminary objections, where applicable.

**309.** The association of administrators concerned, the federation of employers concerned and the Ministry may, individually or collectively, intervene and make any representation that they deem appropriate to the Appeals Committee.

**310.** Where the complaint referred to in paragraph 1° of section 302 deals with 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° Part 1: Chapter 1, sections 1 to 3, Chapter 3;

2° Part 3: Chapter 2, except for section 255, Chapters 3 and 5;

3° Part 6: Chapter 1, Division 1, except for sections 490 and 492;

4° Schedule 4, except for section 1, Schedules 5 and 6, Schedule 7, except for section 1, Schedules 8, 9 and 13.

Where the Appeals Committee determines that the 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 made unanimously or by a majority and must include the reasons therefor; any member wishing to express his dissent from the decision or part of it may do so in a separate report.

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

The board shall carry out the decision of the Appeals Committee within 20 working days of the date on which the decision was forwarded to it.

Decisions of the Appeals Committee are final, executory and binding on the parties.

**311.** Where the complaint referred to in paragraph 1° of section 302 deals with the application and interpretation of the provisions of this Regulation, other than those mentioned in section 310, the Appeals Committee shall study the complaint, carry out its investigation, if need be, and shall forward its recommendations to the parties.

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

The board shall inform the 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 the decision shall be forwarded to the Appeals Committee members and to the first chairman of the Appeals Committee.

**312.** Where a complaint deals with an administrator's dismissal, nonreengagement, termination of employment or assignment to another management position or to a teaching, professional or support staff position, the Ap-

peals Committee shall determine whether the reasons for the board's decision are fair and sufficient.

However, a suspension without pay, where applicable, preceding a dismissal shall be referred to the committee under this section upon the administrator's request in the notice of complaint specified in section 302.

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

Where the Appeals Committee considers that the reasons for the board's decision are not fair or sufficient, the parties shall have 20 working days following 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 administrator in a senior staff position, except for a manager position, in the case of a senior staff member or, in the case of a manager, in a manager staff position, as determined by the board.

However, an administrator whose salary in his new 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 administrator in a position for which he is qualified as determined by the board. Moreover, the Appeals Committee may order the board to apply the salary readjustment procedure outlined in sections 56 to 58, without taking into account the two-year limit prescribed in section 58;

3° order the board to pay the administrator a compensation for damages equal to two months' salary for every year of service as an administrator or senior staff member of centres; the compensation may not be less than three months' salary or more than 12 months' salary.

The Appeals Committee's decision shall be forwarded to the parties within 20 working days following the

expiry of the time limit prescribed in the third paragraph of this section. However, the decision shall not be null for the sole reason that it was forwarded after the expiry of the time limit.

The board shall carry out the Appeals Committee's decision within 20 working days following the date on which the decision was forwarded to it.

Decisions of the Appeals Committee shall be made unanimously or 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 are final and binding on the board and the administrator.

Notwithstanding the preceding paragraph, an administrator may refuse the application of the provisions of paragraph 1° or 2° of this section within a period not exceeding 10 working days following the Appeals Committee's decision. In such a case, an administrator shall be deemed to have resigned and shall receive compensation for damages prescribed in this section in addition to the compensation set by the Appeals Committee for actual loss of salary.

**313.** The fees and expenses incurred by the chairman of the Appeals Committee shall be paid by the Ministry.

Notwithstanding the preceding paragraph, in the case of the cancellation or deferral of a preparatory session or a hearing date served, by telephone or in writing, to the chairman of the Appeals Committee less than 15 working days prior to the date set, the honoraria and, where applicable, expenses of the chairman of the Appeals Committee shall be reimbursed by the party or parties initiating the request, either the association of administrators or the board concerned.

**314.** The fees and expenses incurred by the other two members of the Appeals Committee shall be paid by the parties they represent.

**315.** An administrator who is dismissed, nonreengaged or whose employment is terminated and who submits a complaint to the Appeals Committee shall continue to participate in the standard life insurance plan. Moreover, he shall continue to participate in the compulsory basic health-accident insurance plan by paying his contribution and that of the board and may also continue to participate in the other insured plans according to the provisions prescribed by 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 insur-

ance company concerned within 90 days of the date on which he is dismissed, nonreengaged or his employment is terminated. An administrator who continues to participate in all of the insured plans shall also continue to participate in the survivor's pension plan by paying the premium determined by the Conseil du trésor to cover the cost of the plan.

In the event of a decision rendered by the Appeals Committee in favour of the administrator or a settlement reached by the parties, the 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, nonreengagement or termination of employment and, should the administrator be reinstated, any total disability that began since that date shall then be recognized.

**316.** Notwithstanding the provisions of this division, in the case of a complaint referred to in paragraph 1° or 2° of section 302, the parties may opt for an Appeals Committee composed solely of a chairman. In such a case, they shall jointly inform the first chairman of the Appeals Committee within 10 working days of the date on which the board receives a copy of the request to be heard submitted to the Appeals Committee and the term "representatives" mentioned in section 305 shall then be replaced by the term "parties".

**317.** At any time, in the case of a complaint submitted under this chapter, the board and the administrator may make an agreement to settle their dispute. The agreement may deal with any of the elements outlined in section 312.

### DIVISION 3 TIME LIMITS

**318.** In special cases, the time limits prescribed in this chapter may be changed by written agreement between the parties.

### CHAPTER 4 MANAGEMENT POLICY

**319.** The board shall adopt, by resolution, a management policy concerning its administrators.

**320.** The management policy deals with consultation and participation, administrative organization, job descriptions and eligibility criteria, grading, employment plan and benefits, payment of salary, the local professional improvement plan for administrators and a recourse procedure for any problem arising between an administrator and a board with regard to the application and interpretation of the management policy or a disci-



plinary measure, other than a suspension without pay followed by the administrator's dismissal.

**321.** In drawing up its management policy concerning its administrators, a board shall take into account the provisions of this Regulation and consult with its administrators in accordance with the following provisions:

1° in the case of administrators belonging to an association of administrators, the board shall recognize the association for consultative purposes in the preparation and application of its management policy;

2° the procedures for such recognition and the role of the association of administrators in the consultative process shall be determined by the board and the association of administrators.

## CHAPTER 5 OTHER CONDITIONS OF EMPLOYMENT

### DIVISION 1 ANNUAL VACATION

**322.** An administrator shall be entitled to an annual vacation of 20 working days. An administrator with 15 years of continuous service in the board shall be entitled to 25 working days of vacation.

**323.** Notwithstanding section 322, in the case of a disability of more than six cumulative months during the preceding school year, the number of days of vacation determined in accordance with section 322 shall be reduced in proportion to the number of working days during which the administrator was not entitled to his salary. The period of disability following a work accident shall not be considered as an absence without pay for the purposes of this section.

**324.** Where the policy of the board concerning annual vacation applicable to the group of administrators provides for more than 25 days and its application allows an administrator to take more than 25 days of vacation during the school year, the salary of the administrator for the school year in question shall then be reduced by an amount equal to 0.4 % of his salary for each day of vacation exceeding 25 days.

**325.** Vacation shall be acquired at the end of each school year.

**326.** The vacation of a teacher assigned on a regular basis to a position of administrator shall be determined in proportion to the number of months worked as such during the school year of his assignment, regardless of the date of his entry into service.

**327.** For any part of a year of employment, vacation shall be calculated in proportion to the number of months worked in relation to the preceding school year.

**328.** Vacation shall not be redeemable unless the administrator leaves the board. In such a case, an administrator unable to take all or part of his acquired vacation shall receive a vacation allowance calculated in proportion to the duration of employment in the school year prior to his departure.

**329.** The allowance prescribed in section 328 shall be calculated on the basis of 1/260 of the annual salary for each day of vacation not taken.

## PART 4 PROVISIONS APPLICABLE TO SENIOR STAFF OF SCHOOLS

### CHAPTER 1 SENIOR STAFF OF SCHOOLS POSITIONS

#### DIVISION 1 FULL-TIME POSITIONS

**330.** A board shall determine the number of positions of senior staff of schools. This number shall be calculated on the basis of the number of students enrolled in each school on 30 September in accordance with the following weighting rules:

1° in an elementary school that also provides secondary instruction, each student at the secondary level counts as 1.25 students;

2° in a school where there are kindergarten classes authorized by the Minister for 4-year-olds attending the class in the morning and the afternoon or where there are full-time kindergarten classes for 5-year-olds, each student counts as 1.50 students;

3° in a school where there are students identified as having minor learning problems, each student counts as 1.50 students;

4° in a school where there are students identified as having learning or emotional problems, other than those described in paragraph 3°, each student counts as 2 students;

5° in a school where there are students enrolled in a welcoming class authorized by the Minister, each student counts as 2 students.

A school is primarily an elementary or secondary school depending on the level at which the majority of students are enrolled.



**331.** For the purposes of this chapter, there are three types of schools:

1° type one: a school instituted in one building that has at least 225 students;

2° type two: a school instituted in several buildings which, when grouped together, contains at least 225 students;

3° type three: a school other than those referred to in paragraph 1° or 2°.

**332.** Subject to Division 2 of this chapter, the maximum number of positions of senior staff of schools for a school board shall be determined according to the following rules:

1° For Type 1 schools:

Weighted student population	Maximum number of positions	
	Principal	Vice-principal
Elementary school		
225 to 549	1	—
550 to 999	1	1
1 000 or more	1	2
Secondary school		
225 to 499	1	—
500 to 899	1	1
900 to 1 499	1	2
1 500 to 1 999	1	3
2 000 to 2 599	1	4
2 600 to 3 099	1	5
3 100 to 3 599	1	6
3 600 or more	1	7

2° For Type 2 schools:

Weighted student population	Maximum number of positions	
	Principal	Vice-principal
Elementary school		
225 to 549	1	—
550 to 899	1	1
900 or more	1	2
Secondary school	See par. 1°	

3° In the case of schools of the third type, the maximum number of positions of senior staff of schools is equal to the quotient obtained by dividing by 200 the total number of students enrolled in these schools, rounded off to the next whole number.

Notwithstanding the preceding paragraph, a board may replace the position of principal with one or more senior staff positions combined with teaching or other duties.

4° In addition to the number of positions of senior staff of schools prescribed in paragraphs 1° to 3°, the board may include an additional position of vice-principal for any secondary school of 1 800 students or more having not fewer than 300 students enrolled in the first cycle of the secondary program.

The board shall distribute in its schools the positions determined under this section.

**333.** Notwithstanding section 332, where the maximum number of positions of senior staff of schools resulting from the application of this chapter is less than that determined for the preceding school year, the board shall have a maximum period of one year, as of 1 July following the school year affected by a decrease in the number of senior staff of schools positions, in which to readjust its positions.

**334.** A senior staff member of schools may be released completely from his duties to be assigned to preparatory and organizational tasks required for the opening of a new school in the coming school year. In such a case, the provisions of Division 1 of Chapter 3 of Part 1 apply.

## DIVISION 2 PART-TIME POSITIONS

**335.** A board may convert full-time positions, determined under Division 1, into part-time positions. The board shall consult with its senior staff of schools for that purpose in accordance with the procedures prescribed in section 405.

## CHAPTER 2 STABILITY OF EMPLOYMENT

**336.** This chapter applies to a surplus of senior staff of schools resulting from the abolishment of senior staff of schools positions.

**337.** Failure or refusal on the part of a senior staff member of schools to comply with an obligation prescribed in sections 350 and 368 shall be considered as a

resignation, unless the senior staff member of schools can justify it to the satisfaction of the placement bureau.

**338.** For the purposes of this chapter, “placement bureau” means the “Regional Placement Bureau” or the “Provincial Relocation Bureau”.

**339.** The severance allowance prescribed in sections 353 to 359 shall apply to the senior staff member of schools who is considered as having resigned following the application of section 337.

#### **DIVISION 1** PRELIMINARIES TO PLACEMENT ON AVAILABILITY

**340.** Where there is a surplus of senior staff of schools following the abolishment of a senior staff of schools position, the board shall notify the associations of senior staff and shall consult them on measures that could be taken to readjust staff numbers before placing staff on availability.

**341.** The board shall consider in particular the possibilities for retirement, leaves with or without pay, leaves for professional improvement, loans of service, replacement of staff on disability leave, movement of personnel and other measures designed to defer any surplus of senior staff of schools or to readjust its staff numbers.

In the case of a movement of personnel resulting from the application of this section, section 371 shall apply to a senior staff member of schools, where applicable.

**342.** Where the surplus of senior staff of schools cannot be eliminated through the application of sections 340 and 341, the board shall lay off a senior staff member with less than two years of continuous service in the board prior to the effective date of surplus, unless the said vacant position cannot be filled from among the other senior staff members so as to readjust staff numbers.

Notwithstanding the first paragraph, a senior staff member of schools with less than two years of continuous service in the board as a result of relocation shall be deemed to have completed two years' continuous service in that board.

**343.** The board shall notify a senior staff member of schools in writing at least 60 days prior to the date of layoff.

**344.** A senior staff member of schools who is laid off as a result of a surplus of senior staff or managers

may avail himself, at his request, of the services of the placement bureau for up to a year following the date of the layoff notice. Should the senior staff member of schools be reengaged by his board during the 12-month period following the date of his layoff, he shall continue to accumulate his years of service in the board as of the date on which he is reengaged.

#### **DIVISION 2** PLACEMENT ON AVAILABILITY

**345.** The board shall place any senior staff member of schools in surplus on availability.

**346.** In such event, the board shall draw up a list of senior staff of schools to be placed on availability for the following school year on the basis of criteria established after consultation with the association concerned.

**347.** The board shall notify a senior staff member of schools in writing at least 60 days before he is placed on availability.

**348.** A senior staff member may substitute himself for a senior staff member of schools who is on the list of persons to be placed on availability provided the board agrees to the substitution, which must be carried out within the time limit preceding the placement on availability.

#### **DIVISION 3** USE OF SENIOR STAFF OF SCHOOLS ON AVAILABILITY

**349.** As of the date of his placement on availability and as long as he has not been assigned or relocated, a senior staff member of schools shall retain his classification. The salary of the senior staff member of schools, determined on the basis of the rules respecting salary review on the date of his placement on availability, shall be maintained throughout the period he is placed on availability.

Notwithstanding the preceding paragraph, a senior staff member of schools temporarily assigned within the meaning of section 51 to a position whose maximum salary is equal to or more than the maximum of his former salary scale shall receive the remuneration specified in section 52 for the duration of temporary assignment.

**350.** A senior staff member of schools on availability must accept any duty for which he is qualified in his board or in another agency in the public or parapublic sector in his administrative region under the terms of a loan of service agreed upon by his board, the placement

bureau and the agency concerned. The board shall consult the senior staff member of schools in this regard.

#### DIVISION 4

#### MEASURES TO REDUCE SURPLUS OR PLACEMENT ON AVAILABILITY

##### §1. *Severance Allowance*

**351.** A senior staff member of schools on availability who resigns from his board shall receive the severance allowance prescribed in sections 353 to 359.

**352.** The board may grant the severance allowance prescribed in sections 353 to 359 to any other senior staff member of schools who resigns from the board, provided such resignation reduce the number of persons in surplus or on availability at the board.

**353.** The severance allowance is equal to one month's salary for every year of service with the board.

**354.** The severance allowance may not be more than six months' salary or less than two months' salary.

**355.** Notwithstanding sections 353 and 354, a senior staff member of schools who has already received a severance allowance as a senior staff member or a senior executive may receive only the difference between the allowance already received and the amount of the new allowance calculated under this subdivision.

**356.** An amount equal to the first two months' salary shall be paid when a senior staff member of schools leaves. Beginning with the third month, a senior staff member of schools shall be entitled to the payment of one month's salary per month until the severance allowance is fully paid. Should the senior staff member of schools be hired by an agency in the public or parapublic sector, severance allowance payments shall cease immediately.

**357.** The severance allowance does not include accumulated vacation or the amount resulting from reimbursement of sick-leave days.

**358.** A senior staff member of schools who is eligible for a pension corresponding to 70 % or more of his average pensionable salary shall not be entitled to a severance allowance.

**359.** A senior staff member of schools who accepts a severance allowance shall forego the other provisions of this chapter.

##### §2. *Preretirement Leave*

**360.** A senior staff member of schools placed on availability shall be entitled to the preretirement leave prescribed in this subdivision provided he applies for it and receives a pension under a retirement plan at the end of the preretirement leave, subject to section 363.

**361.** A board may grant the request of a senior staff member of schools for preretirement leave prescribed in this subdivision provided that:

1° such a measure must allow for a reduction in the number of persons in surplus or on availability in the board;

2° subject to section 363, the senior staff member of schools must receive a pension under a retirement plan at the end of such leave.

**362.** The duration of the preretirement leave may not exceed one year.

**363.** Sick-leave days which may, in accordance with sections 108 to 112, be used for preretirement purposes are not included in the preretirement leave as prescribed in section 362.

**364.** A senior staff member of schools who is granted preretirement leave shall retain his right to the reimbursement of redeemable sick-leave days not used for preretirement purposes.

**365.** The accumulated vacation of a senior staff member of schools is not included in the preretirement leave.

**366.** During his preretirement leave, a senior staff member of schools shall be entitled to the benefits prescribed by this Regulation, except for the salary insurance plan, premiums for regional disparities, parental rights and vacation, provided such benefits are compatible with the nature of the leave.

**367.** By accepting preretirement leave, a senior staff member of schools shall be deemed to have resigned at the end of the leave, and the provisions of Subdivision 1 shall not apply.

##### §3. *Relocation of Senior Staff of Schools on Availability*

**368.** A senior staff member of schools on availability shall be required to comply with the following:

1° to accept any available senior staff or manager position in his board for which he is qualified;

2° to accept any available teaching or professional position in his board for which he is qualified. The board shall consult the senior staff member of schools in this regard;

3° to accept, within 15 days of receipt, any employment offer for a position of senior staff or manager in another agency in the education sector in his administrative region for which he is qualified; such an offer shall be forwarded to the senior staff member of schools by registered or certified mail;

4° at the end of his first year of placement on availability, to accept, within 15 days of receipt, any employment offer for a teaching or professional position in another agency in the education sector in his administrative region for which he is qualified; such an offer shall be forwarded to the senior staff member of schools by registered or certified mail;

5° at the end of his second year of placement on availability, to accept, within 15 days of receipt, any employment offer for a position of senior staff or manager for which he is qualified in another agency in the education sector, except for one in the three administrative regions located the farthest away from his place of work as determined by the placement bureau; such an offer shall be forwarded to the senior staff member of schools by registered or certified mail;

6° at the request of the placement bureau, to be present at a selection interview for the purposes of his relocation in accordance with paragraphs 3°, 4° and 5°; such a request shall be forwarded to the senior staff member of schools by registered or certified mail. In this case, the expenses of the senior staff member of schools shall be reimbursed by his board according to its policy in effect.

The board shall interview every senior staff member of schools on availability referred by the placement bureau.

**369.** As of the date a senior staff member of schools is placed on availability, the board shall assign him to the first available position of senior staff or manager or, failing which, teaching or professional position for which he is qualified.

**370.** Unless there are provisions to the contrary, a senior staff member of schools assigned to a teaching or professional position shall no longer be governed by this Regulation.

**371.** The salary readjustment procedure outlined in sections 56 to 58 applies to a senior staff member of schools on availability who is assigned to a new position where his new salary is less than that he was receiving

while on availability, without taking into account the two-year limit prescribed in section 58.

**372.** The provisions of sections 108 to 112 concerning banks of sick-leave days apply to the senior staff member of schools assigned to a teaching or professional position in his board.

**373.** A senior staff member of schools assigned to a teaching or professional position shall be registered on an eligibility list of the board for a maximum period of one year as of the date of assignment, with priority for the same position in the same class or in a lower class or for a position of senior staff of schools at a lower level than that he held.

**374.** A senior staff member of schools relocated to a position of senior staff or manager or to a teaching or professional position in another agency in the education sector shall be reimbursed by the board he is leaving for his bank of redeemable sick-leave days. Moreover, the bank of nonredeemable sick-leave days of a senior staff member of schools shall also be transferred with him, and the provisions of sections 108 to 112 concerning banks of nonredeemable sick-leave days shall continue to apply.

**375.** A senior staff member of schools who, following the board's evaluation of his performance, is nonreengaged either during or at the end of the school year in which he is relocated shall return to the board that placed him on availability, and the provisions of Divisions 3 and 4 shall apply. In such event, the period on availability prior to relocation shall be taken into account when applying section 368.

**376.** A senior staff member of schools covered by section 370 or 374 shall continue to accumulate his years of service for annual vacation purposes.

**377.** The provisions of Schedule 6 concerning moving expenses apply to a senior staff member of schools who is relocated to another agency in the education sector under paragraphs 3° to 5° of section 368.

**378.** A senior staff member of schools on availability who, at the request of the placement bureau, agrees to be relocated to another administrative region during his first two years of placement on availability shall receive, from the board he is leaving, an allowance equal to 2 months' salary. However, this allowance is equal to four months' salary in the case of a senior staff member of schools on availability who accepts to be relocated to one of the three administrative regions the farthest away from his place of work as determined by the placement bureau. Moreover, sections 374 to 377 shall apply.

### CHAPTER 3 RIGHT OF APPEAL

**379.** In this chapter, the following expressions mean:

“dismissal”: the termination of the employment relationship of a senior staff member of schools by a board at any time, in particular for reasons of incapacity, negligence, insubordination, misconduct, immoral behaviour or incompetence;

“nonreengagement”: the termination of the employment relationship of a senior staff member of schools by a board at the end of his employment, when the term is specified;

“termination of employment”: the termination of the employment relationship of a senior staff member of schools by a board during the course of that employment, when the term is not specified.

**380.** In this chapter, the expression “association of senior staff of schools” means a senior staff member of schools where the latter is not a member of an association of senior staff of schools and the expression “working days” means the days from Monday to Friday inclusively with the exception of paid legal holidays and days during the month of July.

#### DIVISION 1 LOCAL RECOURSE COMMITTEE

**381.** This division applies to a senior staff member of schools whose complaint deals with the application or interpretation of this Regulation.

Notwithstanding the first paragraph, this division shall not apply to a senior staff member of schools on probation whose complaint is related to movement of personnel.

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

**382.** A senior staff member of schools shall have 20 working days after the fact or his awareness of the fact giving rise to the complaint in which to submit the complaint to his association.

**383.** The association of senior staff of schools shall have 20 working days after it receives the complaint in which to request in writing a meeting of the representatives appointed by the board and the association of senior staff of schools in order to study the complaint;

the meeting must be held no later than 20 working days after the board receives the request. The senior staff member of schools concerned may, if he so requests, attend the meeting.

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

**384.** Within 20 working days after the meeting is held, the board shall inform the senior staff member of schools in writing of its decision concerning the complaint and the reasons therefor, and shall forward a copy to the association of senior staff of schools.

#### DIVISION 2 APPEALS COMMITTEE

**385.** This division shall apply in the following cases:

1° where a senior staff member of schools is not satisfied with the board’s decision under section 384 or where the board does not make its decision known within the time limit prescribed in section 384 concerning a complaint dealing with the application or interpretation of this Regulation; in which case, a senior staff member of schools shall have 20 working days following receipt of the board’s decision or the expiry of the time limit prescribed in section 384 in which to submit his complaint in writing through his association;

2° where a senior staff member of schools, except for a senior staff member of schools on probation, wishes to contest his dismissal, nonreengagement, termination of employment or assignment to another management position or to a teaching, professional or support staff position; in which case, a senior staff member of schools shall have 20 working days after he receives the board’s written notice in which to submit his complaint in writing through his association.

However, this division shall apply to a regular full-time senior staff member of schools who has completed the probation period as such and who is undergoing a probation period as a regular part-time senior staff member of schools.

Notwithstanding the first paragraph of paragraph 2° of this section, this division shall apply to the senior staff member of schools who is laid off following the application of section 342 and whose complaint deals with the application of that section with respect to the condition of two years of service in the board or of section 343 concerning the 60-day notice.



The notice of complaint must contain the name of the senior staff member of schools concerned, a statement of the facts giving rise to the complaint and the required corrective measure(s), the foregoing without prejudice.

**386.** The complaint must be forwarded to the first chairman of the Appeals Committee, with a copy to the board and to the federation of employers concerned, and must contain the name of the representative designated by the association of senior staff of schools concerned. The address of the first chairman of the Appeals Committee is:

Greffe des Comités de recours et d'appel, 575, rue Saint-Amable, 2<sup>e</sup> étage, Québec (Québec) G1R 5Y8

**387.** The Appeals Committee shall be composed of a representative of the federation of employers concerned whose name is forwarded in writing to the first chairman of the Appeals Committee and to the representative of the senior staff member of schools within 15 working days of the date on which it receives a copy of the complaint, of a representative of the association of senior staff of schools and a chairman.

**388.** The two representatives shall have 30 working days after the date on which the representative of the senior staff member of schools receives a copy of the board's notice prescribed in section 387 in which to designate a chairman who, with the two representatives, shall form the Appeals Committee.

**389.** Failing agreement on the choice of a chairman within the time limit prescribed in section 388, 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 School Administration Personnel Committee.

**390.** The first chairman of the Appeals Committee shall be chosen by the School Administration Personnel Committee.

**391.** 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.

**392.** The Appeals Committee shall verify whether the complaint is admissible and shall dispose of any preliminary objections, where applicable.

**393.** The association of senior staff of schools concerned, the federation of employers concerned and the Ministry may, individually or collectively, intervene and

make any representation that they deem appropriate to the Appeals Committee.

**394.** Where the complaint referred to in paragraph 1<sup>o</sup> of section 385 deals with 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<sup>o</sup> Part 1: Chapter 1, sections 1 to 3, Chapter 3;

2<sup>o</sup> Part 4: Chapter 2, except for section 336, Chapters 3 and 5;

3<sup>o</sup> Part 6: Chapter 1, Division 1, except for sections 490 and 492;

4<sup>o</sup> Schedule 4, except for section 1, Schedules 5 and 6, Schedule 7, except for section 1, Schedules 8, 9, 12 and 13.

Where the Appeals Committee determines that the 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 made unanimously or by a majority and must include the reasons therefor; any member wishing to express his dissent from the decision or part of it may do so in a separate report.

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

Decisions of the Appeals Committee are final, executory and binding on the parties.

**395.** Where the complaint referred to in paragraph 1<sup>o</sup> of section 385 deals with the application and interpretation of the provisions of this Regulation, other than those mentioned in section 394, the Appeals Committee shall study the complaint, carry out its investigation, if need be, and shall forward its recommendations to the parties.

The 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 forwarded to the parties within 45 working days following the request specified in paragraph 1° of section 385. However, a decision shall not be invalid solely because it is forwarded after the expiry of the prescribed time limit.

The board shall inform the senior staff member of schools 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 the decision shall be forwarded to the Appeals Committee members and to the first chairman of the Appeals Committee.

**396.** Where a complaint deals with a provision prescribed in paragraph 2° of section 385, 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 forwarded to the parties within 30 working days following the end of the parties' statements. However, a decision shall not be invalid solely because it is forwarded after the expiry of the prescribed time limit.

Where the Appeals Committee considers that the reasons for the board's decision are not fair or sufficient, the parties shall have 30 working days following 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 senior staff member of schools in a senior staff position, except for a manager position, as determined by the board.

However, the senior staff member of schools whose salary in his new 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 senior staff member of schools in a position for which he is qualified as determined by the board. Moreover, the Appeals Committee may order the board to apply the salary readjustment procedure outlined in sections 56 to 58, without taking into account the two-year limit prescribed in section 58;

3° order the board to pay the senior staff member of schools a compensation for damages equal to two months' salary for every year of service as a member of the senior staff of schools; the compensation may not be less than three months' salary or more than 12 months' salary.

The board shall carry out the Appeals Committee's decision within 30 days following the date on which the decision was forwarded to it.

Decisions of the Appeals Committee shall be made unanimously or by a majority and must include the reasons therefor; any member wishing to express his dissent from the decision or part of it may do so in a separate report.

Decisions of the Appeals Committee are final and binding on the board and the senior staff member of schools.

Notwithstanding the preceding paragraph, a senior staff member of schools may refuse the application of the provisions of paragraph 1° or 2° of this section within a period not exceeding 10 working days following the Appeals Committee's decision. In such a case, a senior staff member of schools shall be deemed to have resigned and shall receive the compensation for damages prescribed in this section in addition to the compensation set by the Appeals Committee for actual loss of salary.

**397.** The fees and expenses incurred by the chairman of the Appeals Committee shall be paid by the Ministry.

**398.** The fees and expenses incurred by the other two members of the Appeals Committee shall be paid by the parties they represent.

**399.** A senior staff member of schools who is dismissed, nonreengaged or whose employment is terminated and who submits a complaint to the Appeals Committee shall continue to participate in the standard life insurance plan. Moreover, he shall continue to participate in the compulsory basic health-accident insurance plan by paying his contribution and that of the board and may also continue to participate in the other insured plans according to the provisions prescribed by 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, nonreengaged or his employment is terminated. A senior staff member of schools who continues to participate in all of the insured

plans shall also continue to participate in the survivor's pension plan by paying the premium determined by the Conseil du trésor to cover the cost of the plan.

In the event of a decision rendered by the Appeals Committee in favour of the senior staff member of schools or a settlement reached by the parties, the senior staff member of schools 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, nonreengagement or termination of employment and, should the senior staff member of schools be reinstated, any total disability that began since that date shall then be recognized.

**400.** Notwithstanding the provisions of this division, in the case of a complaint submitted under this division, the parties may opt for an Appeals Committee composed solely of a chairman. In such a case, they shall jointly inform the first chairman of the Appeals Committee within 10 working days of the date on which the board receives a copy of the request to be heard submitted to the Appeals Committee and the term "representatives" mentioned in section 388 shall then be replaced by the term "parties".

**401.** At any time, in the case of a complaint submitted under this chapter, the board and the senior staff member of schools may make an agreement to settle their dispute. The agreement may deal with any of the elements outlined in section 396.

### DIVISION 3 TIME LIMITS

**402.** The time limits prescribed in this chapter may be changed by written agreement between the parties.

### CHAPTER 4 MANAGEMENT POLICY

**403.** The board shall adopt, by resolution, a management policy concerning its senior staff of schools.

**404.** The management policy deals with consultation and participation, administrative organization, senior staff of schools positions, job descriptions and eligibility criteria, grading, employment plan and benefits, payment of salary, the local professional improvement plan for senior staff of schools and a recourse procedure for any problem arising between a senior staff member of schools and a board with regard to the application and interpretation of the management policy.

**405.** In drawing up its management policy concerning its senior staff of schools, a board shall take into account the provisions of this Regulation and consult with its senior staff of schools in accordance with the following provisions:

1° in the case of senior staff of schools belonging to an association, the board shall recognize the association for consultative purposes in the preparation and application of its management policy;

2° the procedures for such recognition and the role of the association of senior staff of schools in the consultative process shall be determined by the board and the association of senior staff of schools.

### CHAPTER 5 OTHER CONDITIONS OF EMPLOYMENT

#### DIVISION 1 ANNUAL VACATION

**406.** A senior staff member of schools shall be entitled to at least four weeks' vacation between 1 July and 31 August.

However, a senior staff member of schools unable to take his vacation during that period may take up to four weeks during the school year with the board's consent.

**407.** Notwithstanding section 406, in the case of a disability of more than six cumulative months during the preceding school year, the number of days of vacation determined in accordance with section 406 shall be reduced in proportion to the number of working days during which the senior staff member of schools was not entitled to his salary. The period of disability following a work accident shall not be considered as an absence without pay for the purposes of this section.

**408.** Where the policy of the board concerning annual vacation applicable to the group of senior staff of schools provides for more than 30 days and its application allows a senior staff member of schools to take more than 30 days of vacation during the school year, the salary of the senior staff member of schools for the school year in question shall then be reduced by an amount equal to 0.4 % of his salary for each day of vacation exceeding 30 days.

**409.** The vacation of a teacher assigned on a regular basis to a position of senior staff member of schools shall be determined in proportion to the number of months worked as such during the school year of his appointment, regardless of the date of his entry into service.

**410.** For any part of a year of employment, vacation shall be calculated in proportion to the number of months worked in relation to the preceding school year.

**411.** Vacation shall not be redeemable unless the senior staff member of schools leaves the board. In such a case, a senior staff member of schools unable to take all or part of his acquired vacation shall receive a vacation allowance calculated in proportion to the duration of employment in the school year prior to his departure.

**412.** The allowance prescribed in section 411 shall be calculated on the basis of 1/260 of the annual salary for each day of vacation not taken.

## **PART 5**

### **PROVISIONS APPLICABLE TO SENIOR STAFF OF CENTRES**

#### **CHAPTER 1**

##### **ADMINISTRATIVE STRUCTURE**

**413.** The board shall determine its administrative structure for positions of senior staff of centres in accordance with the job descriptions and classification plan prescribed by this Regulation; the board shall consult the association of senior staff of centres in the same manner as that determined for the management policy defined in section 481. The consultation must be held no less than 30 days before the administrative structure is adopted, unless the board and the association agree otherwise.

The administrative structure shall indicate the nature of the activities carried out in the centres under the responsibility of the board. The structure shall be set out in an organization chart showing the number of full-time and part-time positions of senior staff of centres as well as the titles, classifications and ranking of each position.

Not later than 1 July 1999, the administrative structure shall be adopted by resolution of the council of commissioners of the board and shall remain in force until such time as it may be amended by resolution of the council.

**414.** Any change in the administrative structure shall be the object of consultation by the association of senior staff of centres in the same manner as that determined for the management policy defined in section 481.

#### **CHAPTER 2**

##### **STABILITY OF EMPLOYMENT**

**415.** This chapter applies to a surplus of senior staff of centres resulting from the abolishment of senior staff of centres positions.

**416.** Failure or refusal on the part of a senior staff member of centres to comply with an obligation prescribed in sections 429 and 446 shall be considered as a resignation, unless the senior staff member of centres can justify it to the satisfaction of the placement bureau.

**417.** For the purposes of this chapter, “placement bureau” means the “Regional Placement Bureau” or the “Provincial Relocation Bureau”.

**418.** The severance allowance prescribed in sections 432 to 438 shall apply to the senior staff member of centres who is considered as having resigned following the application of section 416.

#### **DIVISION 1**

##### **PRELIMINARIES TO PLACEMENT ON AVAILABILITY**

**419.** Where there is a surplus of senior staff of centres following the abolishment of a senior staff of centres position, the board shall notify the associations of senior staff and shall consult them on measures that could be taken to readjust staff numbers before placing staff on availability.

**420.** The board shall consider in particular the possibilities for retirement, leaves with or without pay, leaves for professional improvement, loans of service, replacement of staff on disability leave, movement of personnel and other measures designed to defer any surplus of senior staff of centres or to readjust its staff numbers.

In the case of a movement of personnel resulting from the application of this section, section 449 shall apply to a senior staff member of centres, where applicable.

**421.** Where the surplus of senior staff of centres cannot be eliminated through the application of sections 419 and 420, the board shall lay off a senior staff member with less than two years of continuous service in the board prior to the effective date of surplus, unless the said vacant position cannot be filled from among the other senior staff members so as to readjust staff numbers.

Notwithstanding the preceding paragraph, the senior staff member of centres with less than two years of continuous service in the board as a result of relocation shall be deemed to have completed two years' continuous service in that board.

**422.** The board shall notify a senior staff member of centres in writing at least 60 days prior to the date of layoff.

**423.** A senior staff member of centres who is laid off as a result of a surplus may avail himself, at his request, of the services of the placement bureau for up to a year following the date of the layoff notice. Should the senior staff member of centres be reengaged by his board during the 12-month period following the date of his layoff, he shall continue to accumulate his years of service in the board as of the date on which he is reengaged.

#### **DIVISION 2** PLACEMENT ON AVAILABILITY

**424.** The board shall place any senior staff member of centres in surplus on availability.

**425.** In such event, the board shall draw up a list of senior staff of centres to be placed on availability for the following school year on the basis of criteria established after consultation with the association of senior staff of centres concerned.

**426.** The board shall notify a senior staff member of centres in writing at least 60 days before he is placed on availability.

**427.** A senior staff member may substitute himself for a senior staff member of centres who is on the list of persons to be placed on availability provided the board agrees to the substitution, which must be carried out within the time limit preceding the placement on availability.

#### **DIVISION 3** USE OF SENIOR STAFF OF CENTRES ON AVAILABILITY

**428.** As of the date of his placement on availability and as long as he has not been reassigned or relocated, a senior staff member of centres shall retain his classification. The salary of the senior staff member of centres, determined on the basis of the rules respecting salary review on the date of his placement on availability, shall be maintained throughout the period he is placed on availability.

Notwithstanding the preceding paragraph, a senior staff member of centres temporarily assigned within the meaning of section 51 to a position whose maximum salary is equal to or more than the maximum of his former salary scale shall receive the remuneration specified in section 52 for the duration of temporary assignment.

**429.** A senior staff member of centres on availability must accept any duty for which he is qualified in his board or in another agency in the public or parapublic sector in his administrative region under the terms of a loan of service agreed upon by his board, the placement bureau and the agency concerned. The board shall consult the senior staff member of centres in this regard.

#### **DIVISION 4** MEASURES TO REDUCE SURPLUS OR PLACEMENT ON AVAILABILITY

##### *§1. Severance Allowance*

**430.** A senior staff member of centres on availability who resigns from his board shall receive the severance allowance prescribed in sections 432 to 438.

**431.** The board may grant the severance allowance prescribed in sections 432 to 438 to any other senior staff member of centres who resigns from the board, provided such resignation reduce the number of persons in surplus or on availability at the board.

**432.** The severance allowance is equal to one month's salary for every year of service with the board.

**433.** The severance allowance may not be more than six months' salary or less than two months' salary.

**434.** Notwithstanding sections 432 and 433, a senior staff member of centres who has already received a severance allowance as a senior staff member or a senior executive may receive only the difference between the allowance already received and the amount of the new allowance calculated under this subdivision.

**435.** An amount equal to the first two months' salary shall be paid when a senior staff member of centres leaves. Beginning with the third month, a senior staff member of centres shall be entitled to the payment of one month's salary per month until the severance allowance is fully paid. Should the senior staff member of centres be hired by an agency in the public or parapublic sector, severance allowance payments shall cease immediately.

**436.** The severance allowance does not include accumulated vacation or the amount resulting from reimbursement of sick-leave days.

**437.** A senior staff member of centres who is eligible for a pension corresponding to 70 % or more of his average pensionable salary shall not be entitled to a severance allowance.

**438.** A senior staff member of centres who accepts a severance allowance shall forego the other provisions of this chapter.

## §2. Preretirement Leave

**439.** A senior staff member of centres placed on availability shall be entitled to the preretirement leave prescribed in this subdivision provided he applies for it and receives a pension under a retirement plan at the end of the preretirement leave, subject to section 442.

**440.** A board may grant the request of a senior staff member of centres for preretirement leave prescribed in this subdivision provided that:

1° such a measure must allow for a reduction in the number of persons in surplus or on availability in the board;

2° subject to section 442, the senior staff member of centres must receive a pension under a retirement plan at the end of such leave.

**441.** The duration of the preretirement leave may not exceed one year.

**442.** Sick-leave days which may, in accordance with sections 108 to 112, be used for preretirement purposes are not included in the preretirement leave as prescribed in section 441.

A senior staff member of centres who is granted preretirement leave shall retain his right to the reimbursement of redeemable sick-leave days not used for preretirement purposes.

**443.** The accumulated vacation of a senior staff member of centres is not included in the preretirement leave.

**444.** During his preretirement leave, a senior staff member of centres shall be entitled to the benefits prescribed by this Regulation, except for the salary insurance plan, premiums for regional disparities, parental rights and vacation, provided such benefits are compatible with the nature of the leave.

**445.** By accepting preretirement leave, a senior staff member of centres shall be deemed to have resigned at the end of the leave, and the provisions of Subdivision 1 shall not apply.

## §3. Relocation of Senior Staff of Centres on Availability

**446.** A senior staff member of centres on availability shall be required to comply with the following:

1° to accept any available senior staff or manager position in his board for which he is qualified;

2° to accept any available teaching or professional position in his board for which he is qualified. The board shall consult the senior staff member of centres in this regard;

3° to accept, within 15 days of receipt, any employment offer for a position of senior staff or manager in another agency in the education sector in his administrative region for which he is qualified; such an offer shall be forwarded to the senior staff member of centres by registered or certified mail;

4° at the end of his first year of placement on availability, to accept, within 15 days of receipt, any employment offer for a teaching or professional position in another agency in the education sector in his administrative region for which he is qualified; such an offer shall be forwarded to the senior staff member of centres by registered or certified mail;

5° at the end of his second year of placement on availability, to accept, within 15 days of receipt, any employment offer for a position of senior staff or manager for which he is qualified in another agency in the education sector, except for one in the three administrative regions located the farthest away from his place of work as determined by the placement bureau; such an offer shall be forwarded to the senior staff member of centres by registered or certified mail;

6° at the request of the placement bureau, to be present at a selection interview for the purposes of his relocation in accordance with paragraphs 3°, 4° and 5°; such a request shall be forwarded to the senior staff member of centres by registered or certified mail. In this case, the expenses of the senior staff member of centres shall be reimbursed by his board according to its policy in effect.

The board shall interview every senior staff member of centres on availability referred by the placement bureau.



**447.** As of the date a senior staff member of centres is placed on availability, the board shall assign him to the first available position of senior staff or manager or, failing which, teaching or professional position for which he is qualified.

**448.** Unless there are provisions to the contrary, a senior staff member of centres assigned to a teaching or professional position shall no longer be governed by this Regulation.

**449.** The salary readjustment procedure outlined in sections 56 to 58 applies to a senior staff member of centres on availability who is assigned to another management staff position or to a teaching or professional position, as the case may be, where his new salary is less than that he was receiving while on availability, without taking into account the two-year limit prescribed in section 58.

**450.** The provisions of sections 108 to 112 concerning banks of sick-leave days apply to the senior staff member of centres who is assigned to a teaching or professional position in his board.

**451.** A senior staff member of centres relocated to a position of senior staff or manager or to a teaching or professional position in another agency in the education sector shall be reimbursed by the board he is leaving for his bank of redeemable sick-leave days. Moreover, the bank of nonredeemable sick-leave days of a senior staff member of centres shall also be transferred with him, and the provisions of sections 108 to 112 concerning banks of nonredeemable sick-leave days shall continue to apply.

**452.** A senior staff member of centres who, following the board's evaluation of his performance, is laid off either during or at the end of the school year in which he is relocated shall return to the board that placed him on availability, and the provisions of Divisions 3 and 4 shall apply. In such event, the period on availability prior to relocation shall be taken into account when applying section 446.

**453.** A senior staff member of centres covered by section 447 or 451 shall continue to accumulate his years of service for annual vacation purposes.

**454.** The provisions of Schedule 6 concerning moving expenses apply to a senior staff member of centres who is relocated to another agency in the education sector under paragraphs 3° to 5° of section 446.

**455.** A senior staff member of centres on availability who, at the request of the placement bureau, agrees

to be relocated to another administrative region during his first two years of placement on availability shall receive, from the board he is leaving, an allowance equal to 2 months' salary. However, this allowance is equal to four months' salary in the case of a senior staff member of centres on availability who accepts to be relocated to one of the three administrative regions the farthest away from his place of work as determined by the placement bureau. Moreover, sections 451 to 454 shall apply.

### CHAPTER 3 RIGHT OF APPEAL

**456.** In this chapter, the following expressions mean:

“dismissal”: the termination of the employment relationship of a senior staff member of centres by a board at any time, in particular for reasons of incapacity, negligence, insubordination, misconduct, immoral behaviour or incompetence;

“nonreengagement”: the termination of the employment relationship of a senior staff member of centres by a board at the end of his employment, when the term is specified;

“termination of employment”: the termination of the employment relationship of a senior staff member of centres by a board during the course of that employment, when the term is not specified.

**457.** In this chapter, the expression “association of senior staff of centres” means a senior staff member of centres where the latter is not a member of an association of senior staff of centres and the expression “working days” means the days from Monday to Friday inclusively with the exception of paid legal holidays and days during the month of July.

### DIVISION 1 LOCAL COMMITTEE

**458.** This division applies to a senior staff member of centres whose complaint deals with the application or interpretation of this Regulation.

Notwithstanding the first paragraph, this division shall not apply to a senior staff member of centres on probation whose complaint is related to movement of personnel.

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



**459.** A senior staff member of centres shall have 20 working days after the fact or his awareness of the fact giving rise to the complaint in which to submit the complaint to his association.

**460.** The association of senior staff of centres shall have 20 working days after it receives the complaint in which to request in writing a meeting of the representatives appointed by the board and the association of senior staff of centres in order to study the complaint; the meeting must be held no later than 20 working days after the board receives the request.

The senior staff member of centres concerned may, if he so requests, attend the meeting.

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

**461.** Within 20 working days after the meeting is held, the board shall inform the senior staff member of centres in writing of its decision concerning the complaint and the reasons therefor, and shall forward a copy to the association of senior staff of centres.

## DIVISION 2 APPEALS COMMITTEE

**462.** This division shall apply in the following cases:

1° where a senior staff member of centres is not satisfied with the board's decision under section 461 or where the board does not make its decision known within the time limit prescribed in section 461 concerning a complaint dealing with the application or interpretation of this Regulation; in which case, a senior staff member of centres shall have 20 working days following receipt of the board's decision or the expiry of the time limit prescribed in section 461 in which to submit his complaint in writing through his association;

2° where a senior staff member of centres, except for a senior staff member of centres on probation, wishes to contest his dismissal, nonreengagement, termination of employment or assignment to a management, teaching, professional or support staff position; in which case, a senior staff member of centres shall have 20 working days after he receives the board's written notice in which to submit his complaint in writing through his association.

However, this division shall apply to a regular full-time senior staff member of centres who has completed

the probation period as such and who is undergoing a probation period as a regular part-time senior staff member of centres.

Notwithstanding the first paragraph of paragraph 2° of this section, this division shall apply to the senior staff member of centres who is laid off following the application of section 421 and whose complaint deals with the application of that section with respect to the condition of two years of service in the board or of section 422 concerning the 60-day notice.

The notice of complaint must contain the name of the senior staff member of centres concerned, a statement of the facts giving rise to the complaint and the required corrective measure(s), the foregoing without prejudice.

**463.** The complaint must be forwarded to the first chairman of the Appeals Committee, with a copy to the board and to the federation of employers concerned, and must contain the name of the representative designated by the association of senior staff of centres concerned. The address of the first chairman of the Appeals Committee is:

Greffe des Comités de recours et d'appel, 575, rue Saint-Amable, 2° étage, Québec (Québec) G1R 5Y8

**464.** The Appeals Committee shall be composed of a chairman, a representative of the association of senior staff of centres and a representative of the federation of employers concerned whose name is forwarded in writing to the first chairman of the Appeals Committee and to the representative of the senior staff member of centres within 15 working days of the date on which it receives a copy of the complaint.

**465.** The two representatives shall have 20 working days after the date on which the representative of the senior staff member of centres receives a copy of the board's notice prescribed in section 464 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 from the expiry of that 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 Centre Administration Personnel Committee.

**466.** The first chairman of the Appeals Committee shall be chosen by the Centre Administration Personnel Committee.

**467.** The Appeals Committee shall convene the parties as soon as possible to study the complaint submitted to the committee, 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 a complaint deals with a provision of paragraph 2° of section 462, prior to the study of the case by the Appeals Committee, a preparatory session shall be held, the date of which is set by the chairman of the Appeals Committee after consultation with the two representatives, during which the parties present and discuss with the chairman the following elements without prejudice:

- the list of documents to be tabled;
- the number of witnesses;
- the anticipated duration of the evidence;
- the admissions;
- the preliminary objections;
- the methods to be used to expedite the hearing and to render it more effective;
- any other issue determined by the chairman;

2° subject to section 468, the hearings of the Appeals Committee shall begin with a brief presentation by each of the parties dealing with the following elements:

- summary of the facts as perceived by each party;
- summary of the contentious issue or issues;
- summary of each party's claims;
- summary of each party's demands;

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 hearing date of the Appeals Committee, confirming the date of the latter.

**468.** The Appeals Committee shall verify whether the complaint is admissible and shall dispose of any preliminary objections, where applicable.

**469.** The association of senior staff of centres concerned, the federation of employers concerned and the Ministry may, individually or collectively, intervene and make any representation that they deem appropriate to the Appeals Committee.

**470.** Where the complaint referred to in paragraph 1° of section 462 deals with 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° Part 1: Chapter 1, sections 1 to 3, Chapter 3;

2° Part 5: Chapter 2, except for section 415, Chapters 3 and 5;

3° Part 6: Chapter 1, Division 1, except for sections 490 and 492;

4° Schedule 4, except for section 1, Schedules 5 and 6, Schedule 7, except for section 1, Schedules 8, 9, 12 to 14.

Where the Appeals Committee determines that the 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 made unanimously or by a majority and must include the reasons therefor; any member wishing to express his dissent from the decision or part of it may do so in a separate report.

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

The board shall carry out the decision of the Appeals Committee within 20 working days of the date on which the decision was forwarded to it.

Decisions of the Appeals Committee are final, executory and binding on the parties.

**471.** Where the complaint referred to in paragraph 1° of section 462 deals with the application and interpretation of the provisions of this Regulation, other than those mentioned in section 470, the Appeals Committee shall study the complaint, carry out its investigation, if need be, and shall forward its recommendations to the parties.

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

The board shall inform the senior staff member of centres 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 the decision shall be forwarded to the Appeals Committee members and to the first chairman of the Appeals Committee.

**472.** Where a complaint deals with the dismissal, nonreengagement or termination of employment of a senior staff member of centres or his assignment to another management position or to a teaching or professional position, the Appeals Committee shall determine whether the reasons for the board's decision are fair and sufficient.

However, a suspension without pay, where applicable, preceding a dismissal shall be submitted to the committee under this section upon the request of the senior staff member of centres in the notice of complaint specified in section 462.

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

Where the Appeals Committee considers that the reasons for the board's decision are not fair or sufficient, the parties shall have 20 working days following 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 senior staff member of centres in a senior staff position, except for a manager position, as determined by the board.

However, the senior staff member of centres whose salary in his new 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 senior staff member of centres in a position for which he is qualified as determined by the board. Moreover, the Appeals Committee may order the board to apply the salary readjust-

ment procedure outlined in sections 56 to 58, without taking into account the two-year limit prescribed in section 58;

3° order the board to pay the senior staff member of centres a compensation for damages equal to two months' salary for every year of service as a member of the senior staff of centres; the compensation may not be less than three months' salary or more than 12 months' salary.

The Appeals Committee's decision shall be forwarded to the parties within 20 working days following the expiry of the time limit prescribed in the third paragraph of this section. However, the decision shall not be null for the sole reason that it was forwarded after the expiry of the time limit.

The board shall carry out the Appeals Committee's decision within 20 working days following the date on which the decision was forwarded to it.

Decisions of the Appeals Committee shall be made unanimously or by a majority and must include the reasons therefor; any member wishing to express his dissent from the decision or part of it may do so in a separate report.

Decisions of the Appeals Committee are final and binding on the board and the senior staff member of centres.

Notwithstanding the preceding paragraph, a senior staff member of centres may refuse the application of the provisions of paragraph 1° or 2° of this section within a period not exceeding 10 working days following the Appeals Committee's decision. In such a case, a senior staff member of centres shall be deemed to have resigned and shall receive the compensation for damages prescribed in this section in addition to the compensation set by the Appeals Committee for actual loss of salary.

**473.** The fees and expenses incurred by the chairman of the Appeals Committee shall be paid by the Ministry.

Notwithstanding the preceding paragraph, in the case of the cancellation or deferral of a preparatory session or a hearing date served, by telephone or in writing, to the chairman of the Appeals Committee less than 15 working days prior to the date set, the honoraria and, where applicable, expenses of the chairman of the Appeals Committee shall be reimbursed by the party or parties initiating the request, either the association of senior staff of centres or the board concerned.

**474.** The fees and expenses incurred by the other two members of the Appeals Committee shall be paid by the parties they represent.

**475.** A senior staff member of centres who is dismissed, nonreengaged or whose employment is terminated and who submits a complaint to the Appeals Committee shall continue to participate in the standard life insurance plan. Moreover, he shall continue to participate in the compulsory basic health-accident insurance plan by paying his contribution and that of the board and may also continue to participate in the other insured plans according to the provisions prescribed by 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, nonreengaged or his employment is terminated. A senior staff member of centres who continues to participate in all of the insured plans shall also continue to participate in the survivor's pension plan by paying the premium determined by the *Conseil du trésor* to cover the cost of the plan.

In the event of a decision rendered by the Appeals Committee in favour of the senior staff member of centres or a settlement reached by the parties, the senior staff member of centres 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, nonreengagement or termination of employment and, should the senior staff member of centres be reinstated, any total disability that began since that date shall then be recognized.

**476.** Notwithstanding the provisions of this division, in the case of a complaint referred to in paragraph 1° or 2° of section 462, the parties may opt for an Appeals Committee composed solely of a chairman. In such a case, they shall jointly inform the first chairman of the Appeals Committee within 10 working days of the date on which the board receives a copy of the request to be heard submitted to the Appeals Committee and the term "representatives" mentioned in section 465 shall then be replaced by the term "parties".

**477.** At any time, in the case of a complaint submitted under this chapter, the board and the senior staff member of centres may make an agreement to settle their dispute. The agreement may deal with any of the elements outlined in section 472.

### DIVISION 3 TIME LIMITS

**478.** In special cases, the time limits prescribed in this chapter may be changed by written agreement between the parties.

### CHAPTER 4 MANAGEMENT POLICY

**479.** The board shall adopt, by resolution, a management policy concerning its senior staff of centres.

**480.** The management policy deals with consultation and participation, administrative organization, job descriptions and eligibility criteria, grading, employment plan and benefits, payment of salary, the local professional improvement plan for senior staff of centres and a recourse procedure for any problem arising between a senior staff member of centres and a board with regard to the application and interpretation of the management policy or a disciplinary measure, other than a suspension without pay followed by the dismissal of the senior staff member of centres.

**481.** In drawing up its management policy concerning its senior staff of centres, a board shall take into account the provisions of this Regulation and consult with its senior staff of centres in accordance with the following provisions:

1° in the case of senior staff of centres belonging to an association of senior staff of centres, the board shall recognize the association for consultative purposes in the preparation and application of its management policy;

2° the procedures for such recognition and the role of the association of senior staff of centres in the consultative process shall be determined by the board and the association of senior staff of centres.

### CHAPTER 5 OTHER CONDITIONS OF EMPLOYMENT

#### DIVISION 1 ANNUAL VACATION

**482.** A senior staff member of centres shall be entitled to an annual vacation of 20 working days. A senior staff member of centres with 15 years of continuous service in the board shall be entitled to 25 working days of vacation.

**483.** Notwithstanding section 482, in the case of a disability of more than six cumulative months during the preceding school year, the number of days of vaca-

tion determined in accordance with section 482 shall be reduced in proportion to the number of working days during which the senior staff member of centres was not entitled to his salary. The period of disability following a work accident shall not be considered as an absence without pay for the purposes of this section.

**484.** Where the policy of the board concerning annual vacation applicable to the group of senior staff of centres provides for more than 25 days and its application allows a senior staff member of centres to take more than 25 days of vacation during the school year, the salary of the senior staff member of centres for the school year in question shall then be reduced by an amount equal to 0.4 % of his salary for each day of vacation exceeding 25 days.

**485.** Vacation shall be acquired at the end of each school year.

**486.** The vacation of a teacher assigned on a regular basis to a position of senior staff member of centres shall be determined in proportion to the number of months worked as such during the school year of his appointment, regardless of the date of his entry into service.

**487.** For any part of a year of employment, vacation shall be calculated in proportion to the number of months worked in relation to the preceding school year.

**488.** Vacation shall not be redeemable unless the senior staff member of centres leaves the board. In such a case, a senior staff member of centres unable to take all or part of his acquired vacation shall receive a vacation allowance calculated in proportion to the duration of employment in the school year prior to his departure.

**489.** The allowance prescribed in section 488 shall be calculated on the basis of 1/260 of the annual salary for each day of vacation not taken.

## PART 6

### CHAPTER 1 FINAL AND TRANSITIONAL PROVISIONS

#### DIVISION 1 TRANSITIONAL PROVISIONS

**490.** The board may, in special circumstances, grant additional remuneration of 5 % as prescribed in section 49 of this Regulation to any management staff member who, in addition to his normal workload, assumed, at the request of the provisional council in accordance with section 517 of the Education Act, during the 1997-1998 school year, major responsibilities relating to the implementation of the new school boards on 1 July 1998.

The application of this section cannot be subject to recourse under this Regulation.

**491.** The provisions of sections 492 to 496 apply for the period from 1 July 1998 to 30 June 1999.

**492.** A board may grant a severance allowance equal to one month's salary for every year of service in the employ of the board but may not exceed 12 months' salary to any management staff member who leaves the board, provided the departure allows for a reduction in the number of senior executives or administrators in the board.

**493.** The severance allowance paid to a management staff member when leaving cannot exceed the maximum amount determined in the following situations:

- 12 months' salary where a management staff member is eligible for a pension benefit less than 64 % of his average pensionable salary or where he is not eligible for a pension benefit;

- 9 months' salary where a management staff member is eligible for a pension benefit corresponding to 64 % or more but less than 66 % of his average pensionable salary;

- 6 months' salary where a management staff member is eligible for a pension benefit corresponding to 66 % or more but less than 68 % of his average pensionable salary;

- 3 months' salary where a management staff member is eligible for a pension benefit corresponding to 68 % or more but less than 70 % of his average pensionable salary;

- 0 month of salary where a management staff member is eligible for a pension benefit corresponding to 70 % or more of his average pensionable salary.

**494.** The severance allowance does not include accumulated vacation or the amount resulting from the reimbursement of sick-leave days.

**495.** A management staff member who receives a severance allowance cannot be granted a preretirement leave or any other severance allowance under this Regulation.

**496.** Subject to section 34 of the Act to amend various legislative provisions concerning retirement (S.Q. 1997, c. 71) with regard to the return to work owing to exceptional circumstances, a management staff member



who receives a severance allowance must not return to any employment or position in an agency in the public or parapublic sector before the lapse of two years from his departure date.

## **DIVISION 2**

### **FINAL PROVISIONS**

**497.** This Regulation replaces the following regulations:

1° Terms of Employment of Educational Administrators of Catholic School Boards Regulation made by Order-in-Council 1325-84 dated 6 June 1984 and its amendments;

2° Conditions of Employment of Directors-General and Assistant Directors-General of Catholic School Boards Regulation made by Order-in-Council 1326-84 dated 6 June 1984 and its amendments;

3° Terms of Employment of Principals and Vice-principals of Catholic School Boards Regulation made by Order-in-Council 1327-84 dated 6 June 1984 and its amendments.

**498.** This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

## **SCHEDULE 1**

### **JOB DESCRIPTIONS AND REQUIRED MINIMUM QUALIFICATIONS**

#### **A: SENIOR EXECUTIVE POSITIONS**

##### **1. DIRECTOR GENERAL**

The position of director general entails total responsibility for the management of all the activities, programs and resources of the agency for all the administrative units, establishments and fields of activity as well as the follow-up of the implementation of the decisions made by the council of commissioners and the executive committee in accordance with the legal and statutory provisions in force.

This position includes in particular the following responsibilities:

- supervise the personnel required for the operations of the board;
- take part without voting rights in meetings of the council of commissioners and of the executive committee;

- oversee the advisory committee on management;
- participate in the advisory committees on services for handicapped students and students with learning or emotional problems, if he has not designated a representative.

#### **Required minimum qualifications**

- Graduate or undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding a manager position, in a board.
- Ten years of relevant experience with at least five years in a senior staff position.

##### **2. Assistant director general**

The position of assistant director general entails the performance of every duty and assignment defined by the director general with respect to the administration of activities, programs and resources of the board as well as the exercise, under his authority, of the rights, powers and obligations delegated by the council of commissioners.

This position includes in particular the following responsibilities:

- participate in defining objectives and policies of the board;
- coordinate the implementation of board policies with the directors of administrative units in the fields of activity of an educational or administrative nature;
- participate in the advisory committee on services for handicapped students and students with learning or emotional problems.

#### **Required minimum qualification**

- Graduate or undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding a manager position, in a board.
- Eight years of relevant experience with at least three years in a senior staff position.

##### **3. Senior consultant to the director general**

The position of senior consultant to the director general entails the performance of every duty defined by the general directorate with respect to the administration of



programs or activities. This position includes in particular the exercise of the powers delegated by the director general.

### Special Condition

This position shall apply only to the senior executive referred to in sections 140 and 149.

## B: ADMINISTRATOR POSITIONS

### B1 SENIOR STAFF OF SERVICES POSITIONS

The category of senior staff of services positions includes the positions characterized by the performance of some or all of the management duties dealing with the programs and resources of one or more determined fields of activity.

In addition, this category includes an operational senior staff position constituting responsibilities related to personnel management when the incumbent is not an employee within the meaning of the Labour Code.

Senior staff of services positions are divided into the following three subcategories:

- 1) level 1-senior staff of services;
- 2) level 2-senior staff of services;
- 3) personnel management consultants.

#### 1) LEVEL 1: SENIOR STAFF OF SERVICES (DIRECTORS)

The level 1-senior staff of services positions entail the performance of all the management duties (planning, organization, supervision, control, evaluation) for all the programs and resources of one or more fields of activity, particularly, instruction<sup>1</sup>, student services, human, financial or material resources, data processing<sup>2</sup> or general secretariat.

These positions include in particular the following responsibilities:

- participate in drawing up the objectives and policies of the board;
- define the objectives and policies appropriate to the services such persons oversee, taking into account the general policies and objectives of the board;

<sup>1</sup> Instruction may include more than one field of activity according to the needs of the board.

<sup>2</sup> This field of activity must include support activities related to computer-assisted pedagogical applications.

- draw up the programs, the delegation of responsibilities and the standards and procedures for the operation of programs;

- assess the results of the implementation of the programs;

- manage, supervise and evaluate the performance of personnel under their responsibility;

- draw up the budget of the department and control of expenses;

- assist and advise the director general with respect to the services under their responsibility and the senior staff of other services and establishments.

### Required minimum qualifications

- Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding a manager position, in a board.

- 8 years of relevant experience.

- A permanent teaching licence issued by the Minister for a position in the teaching field.

#### 2) LEVEL 2: SENIOR STAFF OF SERVICES (COORDINATORS)

The level 2-senior staff of services positions entail the performance of all the duties required for the coordination, supervision, evaluation, research and development of one or more programs of a field of activity, particularly instructional programs, measurement and evaluation, teaching means, human, financial and material resources management, data processing or student transportation.

These positions include in particular the following responsibilities:

- participate in the drawing up of objectives, programs and budget of the department;

- assist the director of the department responsible for such programs and advise the other directors of services or establishments on all matters pertaining to the programs;

- coordinate and assess the implementation of specific programs;

- coordinate and evaluate the performance of personnel under their authority.

### Required minimum qualifications

- Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding a manager position, in a board.
- 5 years of relevant experience.
- A permanent teaching licence issued by the Minister for a position in the teaching field.

### 3) PERSONNEL MANAGEMENT CONSULTANT

The position of personnel management consultant is an “operational” senior staff position that does not entail the performance of all the management duties of “ranking” senior staff positions but includes specific supervisory duties in certain specialized areas pertaining to human resources management and the duty of advising one or more members of the senior staff for whom the incumbent is not responsible in rank.

The personnel management consultant represents the employer in the performance of his duties.

This position includes in particular the following responsibilities:

- participate in the drawing up of policies, programs, criteria, rules or procedures concerning human resources management;
- ensure the follow-up and control of the implementation of such policies, programs, criteria, rules or procedures;
- advise senior staff on these policies, programs, criteria, rules or procedures and on the application of collective agreements or regulations concerning working conditions;
- take part in staffing;
- participate in the application of the collective agreements or regulations concerning working conditions;
- coordinate and supervise the work of professional, technical, office and other staff.

This position includes any other responsibility compatible with his duties that may be assigned to him by his immediate superior.

### Required minimum qualifications

- Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding a manager position, in a board.
- 2 years of relevant experience.

### Particular requirement

- To be eligible for this position, a person must not be an employee within the meaning of the Labour Code.

### B2 CATEGORY OF MANAGER POSITIONS

The job category of manager includes the positions characterized by the management of technical, administrative and manual activities of certain programs and of the staff assigned to these activities.

The job category of manager is divided into the following two subcategories:

- 1) superintendents;
- 2) foremen.

#### 1) SUPERINTENDENTS

Superintendent positions entail the performance of management duties pertaining to the technical, administrative and manual activities essential to the operation of all the programs:

1. of auxiliary services:
  - maintenance services;
  - supply services;
  - community services;
  - food services;
  - student transportation services;
2. of a school or centre.

These positions usually include the following responsibilities:

- take part in devising systems and procedures for the activities of a particular auxiliary service, and oversee their implementation;
- organize, assign and verify the work of the employees assigned to a particular auxiliary service;
- supervise and evaluate the performance of the staff under their responsibility.

This subcategory includes the following positions:

- 1.1 superintendent of equipment services
- 1.2 superintendent of maintenance services
- 1.3 superintendent of supply services
- 1.4 superintendent of transportation services
- 1.5 superintendent of community services
- 1.6 superintendent of food services
- 1.7 administrative assistant (school or centre)

### 1.1 SUPERINTENDENT OF EQUIPMENT SERVICES

The position of superintendent of equipment services entails responsibility for the management of the technical, administrative and manual programs for all auxiliary services:

- preventive maintenance;
- physical maintenance;
- upkeep;
- supplies;
- safety and surveillance of equipment, buildings and grounds;
- energy conservation.

This position usually includes the following responsibilities:

- participate in the preparation of calls for tenders and in the selection of suppliers of goods and services;
- participate in the negotiation of contracts for maintenance, repairs, purchases and rental of goods and services;
- supervise the progress of construction work;
- assume any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

#### Required minimum qualifications

- Diploma of college studies with an appropriate concentration.
  - 6 years of relevant experience.
- or
- Valid certificate of qualification for the practice of a trade relevant to the position.
  - 10 years of relevant experience.

### 1.2 SUPERINTENDENT OF MAINTENANCE SERVICES

The position of superintendent of maintenance services entails responsibility for the management of the programs related to maintenance, in particular:

- preventive maintenance;
- physical maintenance;
- upkeep;
- safety and surveillance of all the equipment of the board (movables and immovables);
- safety and surveillance of grounds and of traffic and distribution networks.

This position usually includes the following responsibilities:

- ensure the inspection of equipment, buildings, grounds, traffic and distribution networks of the board and formulate appropriate recommendations;
- ensure the smooth operation of the architectural, mechanical and control systems;
- supervise the progress of construction work;
- assume any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

#### Required minimum qualifications

- Diploma of college studies with an appropriate concentration.
  - 6 years of relevant experience.
- or
- Valid certificate of qualification for the practice of a trade relevant to the position.
  - 8 years of relevant experience.

### 1.3 SUPERINTENDENT OF SUPPLY SERVICES

The position of superintendent of supply services entails responsibility for the management of all the technical, administrative and manual programs as well as the systems and procedures pertaining to the supplying of merchandise, in particular:

- purchasing;
- receiving;
- distributing;

- storage;
- inventory.

This position usually includes the following responsibilities:

- ensure the analysis of the market conditions and study the prices and quality of the products;
- ensure the analysis of the calls for tenders and formulate recommendations;
- ensure communication with suppliers;
- advise the users on the products and equipment.

#### **Required minimum qualifications**

- Diploma of college studies in an appropriate concentration.
  - 6 years of relevant experience.
- or
- Secondary V Diploma with an appropriate concentration.
  - 10 years of relevant experience.

#### **1.4 SUPERINTENDENT OF TRANSPORTATION SERVICES**

The position of superintendent of transportation services entails responsibility for the management of the programs, systems and procedures related to the transportation of students, in particular:

- transportation contracts: preparation, negotiation and control;
- transportation routes: planning routes and schedules, supervision of the application of these programs;
- safety: supervision of the application of the regulations of the Ministry of Transportation and those of the board.

This position also entails the supervision and evaluation of the employees of the board assigned to these programs as well as working together with directors of instructional and student services and school principals in order to take into account the objectives of the pedagogical and educational programs and the planning of school timetables while planning transportation.

This position includes any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

#### **Required minimum qualifications**

- Diploma of college studies with an appropriate concentration.
  - 6 years of relevant experience.
- or
- Secondary V Diploma with an appropriate concentration.
  - 10 years of relevant experience.

#### **1.5 SUPERINTENDENT OF COMMUNITY SERVICES**

The position of superintendent of community services entails responsibility for the management of all the technical and administrative activities related to the use and operation of community centres such as arenas, swimming pools, gymnasiums, auditoriums and student residences with respect to the following aspects:

- timetable planning;
- equipment rental;
- marketing;
- budgetary forecasts and control;
- supplies.

This position also entails the supervision and evaluation of the employees of the board assigned to these programs.

This position includes any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

#### **Required minimum qualifications**

- Diploma of college studies with an appropriate concentration.
  - 6 years of relevant experience.
- or
- Secondary V Diploma with an appropriate concentration.
  - 10 years of relevant experience.

## 1.6 SUPERINTENDENT OF FOOD SERVICES

The position of superintendent of food services entails responsibility for the management of all the manual and technical activities dealing with the organization, operation and maintenance of kitchens, cafeterias and snack bars in accordance with the quality standards defined for providing meals to the students and staff using these services.

This position also entails the supervision and evaluation of the employees of the board assigned to these programs.

This position includes any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

### Required minimum qualifications

- Diploma of college studies with an appropriate concentration.

- 6 years of relevant experience.

or

- Secondary V Diploma with an appropriate concentration.

- 10 years of relevant experience.

## 1.7 ADMINISTRATIVE ASSISTANT (SCHOOL OR CENTRE)

The position of administrative assistant entails responsibility for the management of the technical and administrative programs of an establishment, in particular:

- supplies and inventory of immovables and movables;
- financial management;
- equipment management;
- personnel management;
- secretariat;
- photocopying;
- cafeteria service;
- service contracts.

This position usually includes the following responsibilities:

- ensure the preparation of budgets and control of expenses;

- ensure the carrying out of accounting procedures;
- oversee the upkeep, physical and preventive maintenance of the establishment;
- assume any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

This position also entails the supervision and evaluation of the staff of the board assigned to these activities for which he is responsible, taking into account, however, the responsibilities conferred on the senior and managerial staff of material resources services.

### Required minimum qualifications

- Diploma of college studies with an appropriate concentration.

- 6 years of relevant experience.

or

- Secondary V Diploma with an appropriate concentration.

- 10 years of relevant experience.

## 2) FOREMEN

Foreman positions entail the performance of the management duties pertaining to the manual, technical and administrative activities required for the operation of the programs of the board in a given sector of an auxiliary service or in an administrative unit (school, department, etc.).

Such positions include in particular the following responsibilities:

- supervise and oversee the implementation of the systems and procedures approved for carrying out the activities of a given sector;
- schedule operations;
- supervise and evaluate the employees under their authority.

This subcategory includes the following positions:

- 2.1 maintenance foreman
- 2.2 assistant to the superintendent of transportation services

- 2.3 head of kitchen and cafeteria
- 2.4 secretarial staff manager
- 2.5 administration officer

## 2.1 MAINTENANCE FOREMAN

The position of maintenance foreman entails the performance of the management duties pertaining to the manual activities required to carry out the preventive maintenance, physical maintenance and upkeep programs, as well as the equipment servicing programs.

This position usually includes the following responsibilities:

- ensure the inspection of the establishments and equipment, detect faults and carry out the necessary corrective measures;
- ensure that the necessary repair and maintenance work is carried out;
- suggest energy conservation measures;
- assume any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

The position of maintenance foreman includes the following subdivisions:

- 2.1.1 specialized maintenance foreman
- 2.1.2 general maintenance foreman

### 2.1.1 SPECIALIZED MAINTENANCE FOREMAN

The position of specialized maintenance foreman entails responsibility for a team composed mainly of skilled workmen (electricians, certified maintenance workmen, pipe mechanics).

The activities of the team members are usually related to those of legally qualified and specialized workmen.

### 2.1.2 GENERAL MAINTENANCE FOREMAN

The position of general maintenance foreman entails responsibility for a team composed mainly of maintenance and service workmen (maintenance workmen, caretakers).

The activities of the team members are generally related to non-specialized trades positions.

## Required minimum qualifications

- Valid qualification certificate for the practice of a trade relevant to the position.
- 5 years of relevant experience.

## 2.2 ASSISTANT TO THE SUPERINTENDENT OF TRANSPORTATION SERVICES

The position of assistant to the superintendent of transportation services entails the performance of management duties related to the activities and the application of the systems and procedures dealing with a given aspect of transportation, in particular:

- transportation routes;
- transportation contracts.

This position also entails the supervision and evaluation of the employees of the board assigned to these activities.

This position includes any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

## Required minimum qualifications

- Diploma of college studies with an appropriate concentration.

- 4 years of relevant experience.

or

- Secondary V Diploma with an appropriate concentration.

- 8 years of relevant experience.

## 2.3 HEAD OF KITCHEN AND CAFETERIA

The position of head of kitchen and cafeteria entails the performance of the management duties required to coordinate the manual, administrative and technical activities dealing with the organization and operation of food services in an institution, especially with regard to menu planning, food preparation, food purchasing, budget administration and maintenance of premises and equipment.

This position also entails the supervision and evaluation of the employees of the board assigned to those activities.



This position includes any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

#### **Required minimum qualifications**

- Diploma of college studies with an appropriate concentration.

- 4 years of relevant experience.

or

- Secondary V diploma with an appropriate concentration.

- 5 years of relevant experience.

#### **2.4 SECRETARIAL STAFF MANAGER**

The position of secretarial staff manager entails the performance of the management duties required to coordinate the work of the secretarial employees and to supervise and assess those employees with respect to the approved systems and procedures.

This position also entails the supervision and evaluation of a certain number of support staff employees.

This position includes any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

#### **Required minimum qualifications**

- Diploma of college studies with an appropriate concentration.

- 3 years of relevant experience.

or

- Secondary V Diploma with an appropriate concentration.

- 6 years of relevant experience.

#### **2.5 ADMINISTRATION OFFICER**

The position of administration officer entails the performance of management duties required to coordinate the technical and administrative activities in one or more administrative units of the board, in particular:

- detailed preparation of budgets;

- utilization of funds within the approved budgets;

- preparation of bookkeeping entries;

- processing of purchase orders;

- receiving, distribution and storage of merchandise;

- compilation and analysis of various statistics;

- use and maintenance of office equipment.

This position includes any other responsibility compatible with his duties which may be assigned to him by his immediate superior.

#### **Required minimum qualifications**

- Diploma of college studies with an appropriate concentration.

- 4 years of relevant experience.

or

- Secondary V Diploma with an appropriate concentration.

- 8 years of relevant experience.

#### **C: SENIOR STAFF OF SCHOOLS POSITIONS**

##### **1. LEVEL 1: PRINCIPAL (ELEMENTARY, SECONDARY)**

The position of principal entails responsibility for the management, from both the administrative and pedagogical aspects, of all the programs and resources of a school in accordance with the Education Act and the responsibilities defined by the board.

This position includes in particular the following responsibilities:

- evaluate the needs of the school and define the specific objectives of the school, taking into account the legal provisions as well as the objectives, policies and by-laws of the board;

- assist the governing board in the exercise of its functions and powers;

- coordinate the drawing up of the educational project of the school;

- take part in meetings of the governing board and, if no vice-principal has been designated, in meetings of the school committee;
- promote the collaboration of the parents, students and staff and their participation in the life of the school;
- adopt an individualized education plan for handicapped students and students with learning or emotional problems and oversee the implementation and evaluation of the plan;
- formulate appropriate recommendations to the board concerning the management of programs and human, material and financial resources of the school;
- take part in drawing up the objectives and policies of the board as well as the programs and regulations concerning their implementation in schools;
- supervise and animate school personnel, adopt achievement standards and evaluate staff performance;
- perform any other duty prescribed by law;
- perform, at the request of the board, duties other than those of a principal.

#### **Required minimum qualifications**

- Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a board, or a position of vice-principal.
- 8 years of relevant experience or 5 years of relevant experience in a school with no vice-principal.
- A permanent teaching licence issued by the Minister.

However, in the case of a sectorial vocational training centre which is the object of a special agreement concluded between a given sector of industry and the Ministry of Education, the requirement of a permanent teaching licence may be replaced by 5 years of teaching experience in a training or industrial centre deemed relevant by the selection committee.

#### **2. LEVEL 2: VICE-PRINCIPAL**

The position of vice-principal of an elementary or secondary school entails assisting the principal in accordance with the mandate defined by the latter in the management of one or more programs and resources of the school.

This position includes in particular the following responsibilities:

- assist the principal in the management of the programs and resources for a given unit;
- replace the principal when the latter is absent for a short period of time.

#### **Required minimum qualifications**

- Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a board.

In the case of a vice-principal assigned to vocational education, training requiring 14 years of schooling in a field of technical study.

- 5 years' experience as a teacher or non-teaching professional.
- A permanent teaching licence issued by the Minister.

#### **D: SENIOR STAFF OF CENTRES POSITIONS**

##### **1. LEVEL 1: SENIOR STAFF OF CENTRES**

###### **1.1 DIRECTOR OF ADULT EDUCATION CENTRE OR VOCATIONAL TRAINING CENTRE**

The position of director of an adult education centre or a vocational training centre entails responsibility for the management from the administrative and pedagogical aspects of all the programs and resources of an adult education centre or a vocational training centre in accordance with the Education Act and the responsibilities defined by the board.

This position includes in particular the following responsibilities:

- participate in the drawing up of the objectives and policies of the board as well as the programs and regulations concerning their implementation in the establishments;
- define the specific objectives of the establishment and set up programs adapted to the students' needs, taking into account the objectives, policies and by-laws of the board and the legal provisions;
- assess the needs of the establishment and formulate appropriate recommendations to the board or the administration of the services concerned;

- supervise and animate the personnel of the establishment, adopt achievement standards and evaluate staff performance;

- perform any other duty prescribed by law;

- perform, at the request of the board, duties other than those of a director of an adult education centre or vocational training centre.

### Required minimum qualifications

- Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a board.

Notwithstanding the first paragraph, a senior staff member who held, on 23 June 1992, the position of director of an adult education centre in a board is considered as having complied with that requirement of the position.

- 8 years of relevant experience.

- A permanent teaching licence issued by the Minister.

However, in the case of a sectorial vocational training centre which is the object of a special agreement concluded between a given sector of industry and the Ministry of Education, the requirement of a permanent teaching licence may be replaced by 5 years of teaching experience in a training or industrial centre deemed relevant by the selection committee.

## SCHEDULE 2 JOB CLASSIFICATION PLAN

**TABLE 1**  
SENIOR EXECUTIVES

Positions	Classification	Classes
Director General	HC0	I to VI
Assistant Director General	HC1	I to VI
Senior Consultant to the Director General	CC	I to VI

CLASSES: Number of Students

Class I	Class II	Class III	Class IV	Class V	Class VI
6 999 or less	7 000–11 999	12 000–17 999	18 000–24 999	25 000–32 999	33 000 or more

## 2. LEVEL 2: SENIOR STAFF OF CENTRES

### 2.1 ASSISTANT DIRECTOR OF ADULT EDUCATION CENTRE OR VOCATIONAL TRAINING CENTRE

The position of assistant director of an adult education centre or a vocational training centre entails assisting the centre director in the performance of all duties required for the management of programs and resources related to one or more programs determined by the centre director in specific sectors of training.

This position includes any other responsibility compatible with his duties that may be assigned to him by his immediate superior.

### Required minimum qualifications

- Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a board.

Notwithstanding the first paragraph, a senior staff member who held, on 23 June 1992, the position of assistant director of an adult education centre in a board is considered as having complied with that requirement of the position.

In the case of an assistant centre director assigned to vocational education, training requiring 14 years of schooling in a field of technical study.

- 5 years of pertinent experience.

- A permanent teaching licence issued by the Minister.

**SCHEDULE 2**  
JOB CLASSIFICATION PLAN

**TABLE 2**  
SENIOR STAFF OF SERVICES

Positions	Classification	Classes
Director (field of activity: instructional services in the youth sector)	D1	I to VI
Director (fields of activity other than instructional services in the youth and adult education sectors and general secretariat)	D2	I to VI
Director (field of activity: general secretariat)	D3 <sup>1</sup>	I to VI
Coordinator (field of activity: instructional services in the youth sector)	C1	I to VI
Coordinator (other fields of activity except for youth and adult education sectors)	C2	I to VI

CLASSES: Number of Students<sup>2</sup>

Class I	Class II	Class III	Class IV	Class V	Class VI
6 999 or less	7 000-11 999	12 000-17 999	18 000-24 999	25 000-32 999	33 000 or more

<sup>1</sup> This classification may be modified at the D2 level when the field of activity of general secretariat also includes the responsibility for certain specific files such as agreements and protocols, insurance portfolio, legal opinions, declaration of student population, communication services and procedure book.

<sup>2</sup> For data processing positions, classes are based on the total number of students in the board where such positions exist and the boards that receive all the data processing services from such board.

**SCHEDULE 2**  
JOB CLASSIFICATION PLAN

**TABLE 3**  
SENIOR STAFF OF ADULT EDUCATION SERVICES

Positions	Classification	Classes (number of group-hours of instruction)						
		Class I 9 999 or less	Class II 10 000 - 19 999	Class III 20 000 - 34 999	Class IV 35 000 - 54 999	Class V 55 000 - 79 999	Class VI 80 000 - 109 999	Class VII 110 000 or more
Director	DEA1	Cl. I	Cl. II	Cl. III	Cl. IV	Cl. V	Cl. VI	Cl. VII
Coordinator	CEA1	Cl. I	Cl. II	Cl. III	Cl. IV	Cl. V	Cl. VI	Cl. VII

**SCHEDULE 2**  
JOB CLASSIFICATION PLAN

**TABLE 4**  
PERSONNEL MANAGEMENT CONSULTANT

Position	Classification	Class
Personnel Management Consultant	CGP	single

**SCHEDULE 2**  
JOB CLASSIFICATION PLAN

**TABLE 5**  
SENIOR STAFF OF SCHOOLS

Positions	Classification	Classes (number of students/school)				
		Class I 499 or less	Class II 500 - 999	Class III 1 000 - 1 999	Class IV 2 000 - 3 199	Class V 3 200 or more
Principal (elementary)	DP	Cl. I	Cl. II	Cl. III	N.A.	N.A.
Principal (secondary)	DS	Cl. I	Cl. II	Cl. III	Cl. IV	Cl. V
		Cl. I 999 or less	Cl. II 1 000 - 1 999	Cl. III 2 000 or more		
Vice-principal (elementary or secondary)	DAP or DAS	Cl. I	Cl. II	Cl. III		
Vice-principal (secondary)	DAS 1	N.A.	Cl. II	Cl. III		
Vice-principal (secondary)	DAS 2	single class				

**SCHEDULE 2**  
JOB CLASSIFICATION PLAN

**TABLE 6**  
SENIOR STAFF OF ADULT EDUCATION CENTRES

Position	Classification	Classes (number of group-hours of instruction)				
		Class I 9 999 or less	Class II 10 000 - 15 999	Class III 16 000 - 35 999	Class IV 36 000 - 87 999	Class V 88 000 or more
Director of Adult Education Centre	DCA	Cl. I	Cl. II	Cl. III	Cl. IV	Cl. V
Position	Classification	Classes (number of group-hours of instruction)				
		Class I 33 999 or less	Class II 34 000 - 87 999	Class III 88 000 or more		
Assistant Director of Adult Education Centre	DACA	Cl. I	Cl. II	Cl. III		

**SCHEDULE 2**  
JOB CLASSIFICATION PLAN

**TABLE 7**  
SENIOR STAFF OF VOCATIONAL TRAINING CENTRES

Position	Classification	Classes (number of group-hours of instruction)				
		Class I 9 999 or less	Class II 10 000 - 15 999	Class III 16 000 - 35 999	Class IV 36 000 - 87 999	Class V 88 000 or more
Director of Vocational Training Centre	DCFP	Cl. I	Cl. II	Cl. III	Cl. IV	Cl. V
Position	Classification	Classes (number of group-hours of instruction)				
		Class I 33 999 or less	Class II 34 000 - 87 999	Class III 88 000 or more		
Assistant Director of Vocational Training Centre	DACFP	Cl. I	Cl. II	Cl. III		



**SCHEDULE 2**  
JOB CLASSIFICATION PLAN

**TABLE 8**  
MANAGER

Position	Classification	Classes (number of students) <sup>1</sup>					
		Class I 6 999 or less	Class II 7 000 - 11 999	Class III 12 000 - 17 999	Class IV 18 000 - 24 999	Class V 25 000 - 32 999	Class VI 33 000 or more
Superintendent of Equipment Services Superintendent of Transportation Services <sup>1</sup>	R1	Cl. I	Cl. II	Cl. III	Cl. IV	Cl. V	Cl. VI
Superintendent of Maintenance Services Superintendent of Supply Services Superintendent of Food Services Superintendent of Community Services	R2	Cl. I	Cl. II	Cl. III	Cl. IV	Cl. V	Cl. VI
		Classes (number of students/school)					
		Class I 999 or less	Class II 1 000 - 1 999		Class III 2 000 or more		
Administrative Assistant (school)	R3	Cl. I	Cl. II		Cl. III		
		Classes (number of group-hours of instruction/centre)					
		Class I 43 999 or less	Class II 44 000 - 87 999		Class III 88 000 or more		
Administrative Assistant (centre)	R3	Cl. I	Cl. II		Cl. III		
		Classes (number of students transported)					
		Class I 6 999 or less	Class II 7 000 - 11 999	Class III 12 000 - 17 999	Class IV 18 000 - 24 999	Class V 25 000 - 32 999	Class VI 33 000 or more
Assistant to the Superintendent of Transportation Services	C01	N.A.	Cl. II	Cl. III	Cl. IV	Cl. V	Cl. VI
Maintenance Foreman (specialized) Administration Officer	C02			single class			
Maintenance Foreman (general) Secretarial Staff Manager Head of Cafeteria and Kitchen	C02			single class			

<sup>1</sup> For the position of superintendent of transportation services, classes are determined on the basis of the number of students transported.

### SCHEDULE 3 SALARY SCALES

1. The salary scales of management staff, with the exception of senior executives and administrators of the Commission scolaire de Montréal, are found in tables I to VII of this schedule.

2. The salary scales of senior executives and administrators of the Commission scolaire de Montréal are found in tables VIII to X of this schedule.

**TABLE I**  
SENIOR EXECUTIVES

SALARY SCALES AS OF 1 JULY 1998

Classification	Salary	Class I	Class II	Class III	Class IV	Class V	Class VI
		6 999 or less	7 000 - 11 999	12 000 - 17 999	18 000 - 24 999	25 000 - 32 999	33 000 or more
HC0	Maximum	88 484	91 141	93 872	96 688	99 588	102 577
	Minimum	70 735	72 860	75 044	77 293	79 611	82 000
HC1	Maximum	81 325	83 784	85 457	87 165	88 907	90 685
	Minimum	63 510	64 519	65 807	67 125	68 464	69 833
CC	Maximum	72 524	73 971	75 452	76 964	78 503	80 073
	Minimum	55 997	57 015	58 110	59 222	60 187	61 391

**TABLE II**  
SENIOR STAFF OF SERVICES<sup>1</sup>

SALARY SCALES AS OF 1 JULY 1998

Classification	Salary	Classes (number of students)					
		Class I	Class II	Class III	Class IV	Class V	Class VI
		6 999 or less	7 000 - 11 999	12 000 - 17 999	18 000 - 24 999	25 000 - 32 999	33 000 or more
D1	Maximum	73 028	74 489	75 976	77 500	79 050	80 631
	Minimum	56 385	57 411	58 514	59 634	60 606	61 818
D2	Maximum	70 152	71 552	72 984	74 445	75 932	77 451
	Minimum	54 260	55 299	56 349	57 374	58 475	59 644
D3	Maximum	63 065	64 326	65 615	66 929	68 266	69 631
	Minimum	49 151	50 074	51 015	51 923	52 904	53 962
C1	Maximum	65 205	66 510	67 838	69 197	70 579	71 991
	Minimum	50 697	51 649	52 628	53 565	54 591	55 683
C2	Maximum	60 829	62 047	63 287	64 553	65 842	67 159
	Minimum	47 410	48 297	49 210	50 133	51 083	52 105
CGP	Maximum			58 683			
	Minimum			41 319			

<sup>1</sup> Except for senior staff of services (field of activity of adult education).

**TABLE III**  
SENIOR STAFF OF SERVICES (Field of activity of adult education)

SALARY SCALES AS OF 1 JULY 1998

Classification	Salary	Classes (number of group-hours of instruction)						
		Class I 9 999 or less	Class II 10 000 - 19 999	Class III 20 000 - 34 999	Class IV 35 000 - 54 999	Class V 55 000 - 79 999	Class VI 80 000 - 109 999	Class VII 110 000 or more
DEA1	Maximum	70 194	71 593	73 028	74 489	75 976	77 500	79 050
	Minimum	54 292	55 327	56 385	57 411	58 514	59 634	60 606
CEA1	Maximum	62 673	63 929	65 205	66 510	67 838	69 197	70 579
	Minimum	48 845	49 764	50 697	51 649	52 628	53 565	54 591

**TABLE IV**  
SENIOR STAFF OF SCHOOLS

SALARY SCALES AS OF 1 JULY 1998

Position	Classification	Salary	Class I 499 or less	Class II 500 - 999	Class III 1 000 - 1 999 <sup>1</sup>	Class IV 2 000 - 3 199	Class V 3 200 or more
Principal (elementary)	DP	Maximum	62 712	65 223	67 833	N.A.	N.A.
		Minimum	47 327	49 218	51 191		
Principal (secondary)	DS	Maximum	63 966	67 164	72 538	76 167	79 975
		Minimum	48 275	50 687	54 740	57 477	60 353
			Class I 999 or less	Class II 1 000 - 1 999	Class III 2 000 or more		
Vice-principal (elementary or secondary)	DAP or DAS	Maximum	59 005		61 955	66 291	
		Minimum	44 529		46 755	50 027	
Vice-principal (secondary) (PA1)	DAS1	Maximum			64 540	70 668	
		Minimum		N.A.	48 832	53 116	
Vice-principal (secondary) (PA2)	DAS2	Maximum			59 005		
		Minimum			44 529		

<sup>1</sup> 1 000 or more in the case of principals (elementary).

**TABLE V**  
**SENIOR STAFF OF ADULT EDUCATION CENTRES**

SALARY SCALES AS OF 1 JULY 1998

Classification	Salary	Classes (number of group-hours of instruction)				
		Class I 9 999 or less	Class II 10 000 - 15 999	Class III 16 000 - 35 999	Class IV 36 000 - 87 999	Class V 88 000 or more
DCA	Maximum	60 920	63 966	67 164	72 538	76 167
	Minimum	45 976	48 275	50 687	54 740	57 477

Classification	Salary	Classes (number of group-hours of instruction)		
		Class I 33 999 or less	Class II 34 000 - 87 999	Class III 88 000 or more
DACA	Maximum	59 005	61 955	66 291
	Minimum	44 529	46 755	50 027

**TABLE VI**  
**SENIOR STAFF OF VOCATIONAL TRAINING CENTRES**

SALARY SCALES AS OF 1 JULY 1998

Classification	Salary	Classes (number of group-hours of instruction)				
		Class I 9 999 or less	Class II 10 000 - 15 999	Class III 16 000 - 35 999	Class IV 36 000 - 87 999	Class V 88 000 or more
DCFP	Maximum	60 920	63 966	67 164	72 538	76 167
	Minimum	45 976	48 275	50 687	54 740	57 477

Classification	Salary	Classes (number of group-hours of instruction)		
		Class I 33 999 or less	Class II 34 000 - 87 999	Class III 88 000 or more
	Maximum	59 005	61 955	66 291
	Minimum	44 529	46 755	50 027

**TABLE VII**  
MANAGERS

SALARY SCALES AS OF 1 JULY 1998

Classification	Salary	Classes (number of students) <sup>1</sup>					
		Class I 6 999 or less	Class II 7 000 - 11 999	Class III 12 000 - 17 999	Class IV 18 000 - 24 999	Class V 25 000 - 32 999	Class VI 33 000 or more
R1	Maximum	52 026	54 466	56 268	58 130	60 054	61 255
	Minimum	40 259	42 188	44 060	46 011	48 048	49 009
R2	Maximum	46 821	48 984	51 248	53 761	56 228	57 353
	Minimum	35 138	36 807	38 557	40 297	44 083	44 965
R3 (school)	Maximum	Class I 999 or less		Class II 1 000 - 1 999		Class III 2 000 or more	
	Minimum	46 266 36 748		50 525 40 012		55 178 43 713	
R3 (centre)	Maximum	Classes (number of group-hours of instruction)					
	Minimum	Class I 43 999 or less			Class II 44 000 - 87 999		Class III 88 000 or more
R3 (centre)	Maximum	46 266			50 525		55 178
	Minimum	36 748			40 012		43 713
CO1	Maximum	Classes (number of students transported)					
	Minimum	Class I 6 999 or less	Class II 7 000 - 11 999	Class III 12 000 - 17 999	Class IV 18 000 - 24 999	Class V 25 000 - 32 999	Class VI 33 000 or more
CO1	Maximum	N.A.	41 914	43 870	45 877	47 999	48 959
	Minimum	N.A.	34 957	36 551	38 216	39 944	40 743
CO2	Maximum	Classes					
	Minimum	single class 45 644 single class 39 266					
CO3	Maximum	single class 41 675					
	Minimum	single class 35 891					

<sup>1</sup> For the position of superintendent of transportation services, classes are determined on the basis of the number of students transported.**TABLE VIII**  
SENIOR EXECUTIVES (Commission scolaire de Montréal)

SALARY SCALES AS OF 1 JULY 1998

Classification	Salary	Special Class
HCO	Maximum	113 018
	Minimum	90 345
HC1	Maximum	99 195
	Minimum	76 383

**TABLE IX**  
SENIOR STAFF OF SERVICES (Commission scolaire de Montréal)

SALARY SCALES AS OF 1 JULY 1998

<b>Classification</b>	<b>Salary</b>	<b>Special class<sup>1</sup></b>	<b>Special class<sup>2</sup></b>
D1	Maximum Minimum	86 967 65 658	88 706 66 971
D2	Maximum Minimum	82 824 62 528	84 480 63 779
C1	Maximum Minimum	77 407 59 418	78 955 60 606
C2	Maximum Minimum	71 902 55 373	73 340 56 480
C4	Maximum Minimum	64 319 49 899	65 605 50 897

<sup>1</sup> Positions where responsibility applies to youth sector only.

<sup>2</sup> Positions where responsibility applies to both the youth and adult sectors.

**TABLE X**  
MANAGERS (Commission scolaire de Montréal)

SALARY SCALES AS OF 1 JULY 1998

<b>Classification</b>	<b>Salary</b>	
	<b>Minimum</b>	<b>Maximum</b>
R3, class I	36 748	46 266
class II	40 012	50 525
class III	43 713	55 178
R4, class S-1	49 101	57 642
R7, class II	37 494	47 088
R7, class III	40 983	51 323
CO1, class I	34 957	41 914
CO1, class III	36 551	43 870
CO2, class S-2	40 893	49 693
CO3	35 891	41 675
CO5	35 536	44 423
CO5, class S-1	39 819	45 709
CO5, class S-2	37 495	48 464



## **SCHEDULE 4**

### **PROGRESSIVE RETIREMENT PLAN**

#### **DIVISION 1**

##### **APPLICATION**

1. The progressive retirement plan shall be granted to a management staff member who applies therefor and whose application is accepted by the school board.

2. The progressive retirement plan shall apply to a management staff member who meets the following conditions:

1° is a regular full-time or part-time management staff member whose time worked on an annual basis exceeds 40 % of the time worked by a regular full-time management staff member;

2° participates in the Government and Public Employees Retirement Plan, Teachers Pension Plan or Civil Service Superannuation Plan;

3° must have an attestation from the Commission administrative des régimes de retraite et d'assurances confirming that he will be entitled to a pension on the date on which the agreement expires; this attestation, along with the management staff member's written request for the progressive retirement plan, must be forwarded to the board;

4° must have concluded a written agreement with the board.

#### **DIVISION 2**

##### **CONTENTS OF THE AGREEMENT**

3. A management staff member and the board must conclude a written agreement according to the provisions of the laws and regulations governing the progressive retirement plan and the provisions of this schedule. The agreement must include the following elements:

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

2° the proportion of time worked for each of the calendar years or parts of calendar years contemplated by the progressive retirement plan which cannot be less than 40 % of the time worked by a regular full-time management staff member.

For the purposes of this paragraph, the expression "parts of calendar years" means the portion of the calendar year when the progressive retirement plan of the management staff member begins and when it ends;

3° the organization of time worked;

4° the commitment on the part of the management staff member that he will retire on the date on which the plan expires, subject to sections 11 and 12 of this schedule.

#### **DIVISION 3**

##### **OTHER TERMS AND CONDITIONS**

4. Subject to the provisions of this schedule, the provisions of this Regulation, adjusted in proportion to the time worked according to the agreement, shall apply to a management staff member for the duration of the progressive retirement plan.

5. The salary of the management staff member who avails himself of a progressive retirement plan shall be paid for the full calendar year or part thereof in proportion to the time worked prescribed for each of the calendar years or parts thereof contemplated by the agreement.

6. For the purposes of the management staff member's pension plan, the following provisions shall apply for the duration of the progressive retirement plan:

1° the pensionable salary for the years or parts thereof contemplated by the progressive retirement plan includes the salary and, where applicable, the lump-sum payment resulting from the application of the salary readjustment procedure that the management staff member would have received or, for the period during which he received benefits under the salary insurance plan, to which he would have been entitled had he not availed himself of the progressive retirement plan;

2° the credited service shall be that which would have been credited if the management staff member had not availed himself of the progressive retirement plan;

3° the management staff member's contributions to his pension plan shall be those that he would have paid had he not availed himself of the progressive retirement plan;

4° if the management staff member becomes disabled, he shall be exonerated, from the fourth to the 104th week of total disability, from contributing to his pension plan as if he had not availed himself of the progressive retirement plan.

7. For the purposes of the insurance plans, the following provisions shall apply for the duration of the progressive retirement plan:

1° except for the short-term salary insurance plan, a management staff member shall be covered by the insurance plans to which he would have been entitled had he not availed himself of the progressive retirement plan.

The short-term salary insurance plan shall apply in proportion to the time worked prescribed for each of the calendar years or parts of calendar years contemplated by the agreement. Monetary benefits shall be paid for the duration of the total disability, without exceeding the date on which the agreement expires;

2° the insurance premiums of the management staff member and the board shall be those that would apply had the management staff member not availed himself of the progressive retirement plan.

8. For the duration of the plan, a management staff member may use the sick-leave days to his credit so that he may be exempted from performing some or all of his duties prescribed by the agreement. In such a case, the terms and conditions respecting the use of sick-leave days provided for in sections 108 to 112 of this Regulation shall apply.

9. For the purposes of calculating vacation credit, each of the years or parts thereof of the progressive retirement plan shall constitute continuous service.

10. Should a management staff member not be entitled to his pension on the date on which the agreement expires, the agreement shall be extended to the date on which the management staff member will be entitled to his pension.

Moreover, when the years or parts of years of service credited to a management staff member are less than those estimated by the Commission administrative des régimes de retraite et d'assurances, the agreement shall be extended until such time as the years or parts of years of service credited to a management staff member correspond to the estimate made by the Commission administrative des régimes de retraite et d'assurances.

11. If, while the plan is in progress, a management staff member resigns and is employed by another board or another agency in the education, higher education and science, health and social services or civil service sectors, the agreement shall terminate unless the new employer agrees to continue the agreement and provided the Commission administrative des régimes de retraite et d'assurances so approves.

12. Where the agreement becomes null or terminates due to circumstances stipulated in the preceding section or due to other circumstances stipulated in Division IX.1,

Chapter I of the Regulation under the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10, s. 134, par. 11.2°), in Chapter V.1 of the Regulation under the Act respecting the Teachers Pension Plan (R.S.Q., c. R-11, s. 73, par. 4.3°) or in Chapter VIII.1 of the Regulation under the Act respecting the Civil Service Superannuation Plan (R.S.Q., c. R-12, s. 109, par. 8.1.2°), the pensionable salary, the credited service and the contributions for pension plan purposes shall be determined in each of the circumstances and in the manner prescribed by these regulations.

13. A management staff member can avail himself only once of the progressive retirement program.

## **SCHEDULE 5**

### **PARENTAL RIGHTS**

1. The provisions of this schedule shall not have the effect of granting a monetary or non-monetary benefit to which a management staff member 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 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 employed by an agency in the public or parapublic sector.

4. The board shall not reimburse a management staff member for the amounts that Human Resources Development Canada could require her to repay under the Employment Insurance Act.

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

## DIVISION 1 MATERNITY LEAVE

6. A pregnant management staff member 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 management staff member returns to work within the two weeks following the birth, she must, at the board's request, produce a medical certificate confirming that she is sufficiently recovered to resume work.

7. A management staff member who becomes pregnant while she is benefiting from a leave without pay or a partial leave without pay prescribed in this schedule shall also be entitled to such maternity leave and to the benefits attached thereto.

8. A management staff member who gives birth to a stillborn child after the beginning of the 20<sup>th</sup> week preceding the due date shall also be entitled to maternity leave.

9. Should a management staff member'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 management staff member's decision and shall include the day of the birth.

11. A management staff member who has sufficiently recovered from the delivery but whose child must remain in the health care institution may interrupt her maternity leave by returning to work.

A management staff member whose child is hospitalized within 15 days of birth shall also have that right.

Maternity leave may be interrupted only once and shall resume when the child is brought home.

12. Where the birth occurs after the due date, a management staff member 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 management staff member may extend her maternity leave by six weeks if her child's health requires that she do so.

During these extensions, a management staff member 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 management staff member 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 management staff member must leave her job sooner than expected. In case of an unforeseen event, a management staff member 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 management staff member who has accumulated 20 weeks of service and who, following the submission of an application for benefits under 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 a management staff member 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 management staff member who works for more than one employer, she shall receive a complementary allowance 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 man-

agement staff member 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 management staff member shall continue to receive the complementary 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 management staff member 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 management staff member'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 means of the allowance paid to a management staff member on maternity leave, a reduction in the employment insurance benefits attributable to income earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the board shall pay compensation if a management staff member proves, by means of a letter to this effect from the employer who pays this regular salary, that the income earned from another employer is regular salary. Where the management staff member proves that only a portion of that income is regular salary, compensation payable shall be in proportion to that portion.

The employer who pays the regular salary as determined in the preceding paragraph must, at a management staff member's request, provide such a letter.

18. The total amounts received by the management staff member during her maternity leave as employment insurance benefits, compensation and salary may not exceed 93 % of the basic salary paid by her employer or, where applicable, by her employers.

19. No compensation may be paid during a vacation period for which a management staff member receives remuneration.

20. Compensation owing for the first two weeks shall be paid by the board within the two weeks following the beginning of the leave; compensation owing due after that date shall be paid every two weeks. In the case of a management staff member 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 the purposes of this section, a statement of benefits, a stub or a computerized information statement provided by Human Resources Development Canada to the board shall be accepted as proof.

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

22. A management staff member 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. A management staff member excluded from receiving employment insurance benefits or declared ineligible shall also be excluded from any other compensation. However, a full-time management staff member who has accumulated 20 weeks of service shall also be entitled, for ten weeks, to compensation equal to 93 % of her basic weekly salary in accordance with this division for 10 weeks if she is ineligible for employment insurance benefits because she did not hold an insurable job for at least 20 weeks during the reference period prescribed by the employment insurance plan.

## **DIVISION 2 PATERNITY LEAVE**

24. A management staff member whose spouse has given birth shall be entitled to paternity leave, the duration of which shall not exceed 5 working days. This paid leave may be discontinuous but must be taken between the beginning of the delivery and the 15<sup>th</sup> 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 management staff member who adopts a child shall be entitled to a leave of absence the duration of which shall not exceed 10 consecutive weeks provided that his or her spouse not also be on such a 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 management staff member who legally adopts a child and who does not benefit from the leave for adoption prescribed in section 25 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 management staff member shall be entitled only to a leave without pay for a maximum period of two working days.

27. For every week of the leave prescribed in section 25 of this schedule, a management staff member shall receive an allowance equal to the salary he or she would have received had he or she been at work.

28. A management staff member 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 management staff member who must travel outside of Québec to adopt a child shall be entitled, for that purpose and upon written request to the board four weeks in advance where possible, a leave without pay for the required travel time. Where the trip results in obtaining actual custody of the child, the duration of the leave without pay shall not exceed 10 weeks in accordance with section 28 of this schedule.

30. Sections 25 and 28 of this schedule shall not apply to the management staff member 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 where the duration of the latter is 10 weeks and where the management staff member so decides after the placement order has been granted.

Where leave for adoption takes effect on the date of the beginning of the leave without pay, a management staff member shall be entitled only to the benefits prescribed for the leave for adoption.

#### **DIVISION 4** **LEAVES WITHOUT PAY**

32. A leave without pay as extended maternity leave, paternity leave or leave for adoption shall not exceed two years.

A management staff member 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 management staff member 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 management staff member 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 52 continuous weeks which begins at the time the management staff member chooses and ends no later than 70 weeks 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 management staff member who adopts his or her spouse's child.

A management staff member 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 partial leave without pay for a maximum period of one year shall be granted to a management staff member whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and who requires his or her care.

35. A management staff member 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 management staff member'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 management staff member 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 the management staff member'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 stability of employment applicable to him or her.



## **DIVISION 5**

### **OTHER SPECIAL LEAVES AND PREVENTIVE REASSIGNMENT**

37. A management staff member 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 8<sup>th</sup> 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 management staff member shall benefit from a special leave with pay for a maximum duration of four days which may be taken in half-days.

39. During the special leaves granted under this division, a management staff member 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 management staff member covered by section 37 of this schedule may also avail herself of salary insurance benefits. However, in the case of paragraph 3° of section 37 of this schedule, a management staff member must first have used up the four days prescribed in section 38 of this schedule before benefiting from the basic salary insurance plan.

40. A management staff member who benefits from preventive reassignment by virtue of the Act respecting occupational health and safety shall also 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 management staff member 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 basic plans and the management staff member shall be exempted from the payment of premiums according to the provisions contained in the master policy of the insurance plans;

2° accumulation of vacation;

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

4° premiums for regional disparities.

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

42. During a leave without pay in accordance with this schedule, a management staff member shall retain his or her experience and his or her continuous service shall not be interrupted. The insurance plans shall apply to a management staff member in accordance with the provisions of section 61 of the Regulation.

43. The board and a management staff member 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 management staff member returns from a maternity leave, a leave for adoption or a leave 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 respecting stability of employment.

## **SCHEDULE 6**

### **MOVING EXPENSES**

1. This schedule covers moving expenses in the case of relocation.

2. Moving expenses shall apply to a management staff member only if the Regional Placement Bureau or



the Provincial Relocation Bureau agrees that the relocation of the management staff member necessitates his moving.

Moving shall be deemed necessary if it takes place and if the distance between the management staff member's new place of work and his current domicile is greater than 65 kilometres.

#### **DIVISION 1** **COST OF TRANSPORTING FURNITURE AND PERSONAL EFFECTS**

3. A management staff member shall be entitled to be reimbursed, upon presentation of supporting vouchers, for the costs incurred in transporting his furniture and personal effects, including packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home, on the condition that he provide at least two detailed quotations of the costs to be incurred in advance.

4. However, a management staff member shall not be entitled to be reimbursed for the cost of transporting his personal vehicle unless the location of his new residence is inaccessible by road. Moreover, a management staff member shall not be entitled to be reimbursed for the cost of transporting a boat, canoe, etc.

#### **DIVISION 2** **STORAGE**

5. Where a move from one domicile to another cannot take place directly owing to circumstances beyond the control of the management staff member, other than the construction of a new residence, he shall be reimbursed for the costs of storing his furniture and personal effects and those of his dependents for a period not exceeding two months.

#### **DIVISION 3** **CONCOMITANT MOVING EXPENSES**

6. A management staff member shall be entitled to a moving allowance of \$750 if married or of \$200 if single, as compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the said management staff member is assigned to a location where all facilities are placed at his disposal by the board.

Nevertheless, the \$750-moving allowance payable to the transferred married management staff member shall also be payable to the single management staff member who maintains a dwelling.

#### **DIVISION 4** **COMPENSATION FOR LEASE**

7. A management staff member shall also be paid, if need be, the equivalent of one month's rent for the abandonment of a dwelling without a written lease. If there is a written lease, the management staff member who must terminate his lease and for which the landlord demands compensation shall be entitled to an allowance not exceeding the equivalent of three months' rent. In both cases, the management staff member must attest that the landlord's request is well-founded and must present supporting vouchers.

8. A management staff member who chooses to sublet his dwelling himself shall be entitled to be reimbursed for reasonable costs for advertising the sublease.

#### **DIVISION 5** **REIMBURSEMENT OF EXPENSES RELATED TO THE SALE OR PURCHASE OF A HOUSE**

9. A management staff member shall be entitled to be reimbursed for the following expenses related to the sale of his principal house-residence:

1° the actual real estate agent's fees, upon presentation of the contract with the real estate agent immediately after it is signed, the sales contract and the bill of the agent's fees;

2° the cost of notarized deeds chargeable to the management staff member for the purchase of a house for the purpose of residence in the location of his posting provided that the management staff member already be the proprietor of his house at the time of his transfer and that the said house be sold;

3° the penalty for breach of mortgage, if need be;

4° the proprietor's transfer tax, if need be.

10. Where the house of the management staff member, although it has been put up for sale at a reasonable price, is not sold by the time he must assume new obligations for lodging, he shall not be entitled to the reimbursement of the costs of surveillance of the unsold house. However, in this case, upon presentation of supporting vouchers, the management staff member shall be entitled for a period not exceeding three months to be reimbursed for the following expenses:

1° municipal and school taxes;

2° interest on the mortgage;

3° cost of the insurance premium.

11. Where a management staff member chooses not to sell his principal house-residence, he shall be entitled, for the period in which his house is not rented, to be reimbursed for the amount of his new rent, up to a period of three months, upon presentation of the leases. Moreover, the management staff member shall be entitled to be reimbursed for reasonable costs of advertisement and the costs of no more than two trips incurred for the renting of his house, upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect in the agency in the education sector.

#### **DIVISION 6 TRAVEL AND ACCOMMODATION EXPENSES**

12. Where the move from one domicile to another cannot take place directly owing to circumstances beyond the control of the management staff member, other than the construction of a new residence, the management staff member shall be entitled to be reimbursed for accommodation expenses for himself and his dependents in accordance with the regulation concerning travel expenses in effect in the agency in the education sector for a period not exceeding two weeks.

13. Where the move is delayed, with the authorization of the board, or where the dependents of the married management staff member are not relocated immediately, the management staff member shall be entitled to be reimbursed for transportation costs incurred to visit his dependents every two weeks up to 500 kilometres if the distance is equal to or less than 500 kilometres, round trip, and once a month if the distance exceeds 500 kilometres, round trip, up to a maximum of 1 600 kilometres, the foregoing in accordance with the regulation concerning travel expenses in effect in the agency in the education sector.

14. Moving expenses prescribed by this schedule shall be reimbursed by the school board that the management staff member is leaving within 60 days after the management staff member provides supporting vouchers.

#### **SCHEDULE 7 SABBATICAL LEAVE PLAN WITH DEFERRED SALARY**

1. The granting of a sabbatical leave with deferred salary shall be the exclusive responsibility of the board; however, in the case of refusal, the board shall provide the management staff member who so requests with the reasons for its refusal.

2. The board shall maintain its contribution to the Québec Pension Plan, the Québec Health Insurance Plan, the group insurance plans and the occupational health

and safety plan during the management staff member's sabbatical leave.

Employment insurance contributions of the board and the management staff member shall not apply during the management staff member's sabbatical leave.

3. The replacement of a management staff member on sabbatical leave by staff on availability must be encouraged but is not mandatory; however, the replacement, where applicable, is temporary.

4. A management staff member must return to work, following his sabbatical leave, for a period equal to that of the leave. His return to work shall take place during the contract or following its expiry.

5. A management staff member covered by salary insurance or on a leave without pay may only avail himself of these provisions on the date of his return to work.

6. The provisions of the pension plans concerning the sabbatical leave with deferred salary are contained in sections 192 to 197 of the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10).

#### **DIVISION 1 DURATION OF CONTRACT**

7. The provisions of this schedule may apply to a management staff member for a period of two, three, four or five years; this period is hereinafter referred to as the "contract".

#### **DIVISION 2 DURATION OF SABBATICAL LEAVE, PERCENTAGE OF SALARY AND WORKLOAD**

8. The duration of the sabbatical leave as well as the percentage of salary applicable in relation to the duration of the contract are found in the following table:

	<b>% of salary in relation to the duration of the contract</b>			
	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>
6 months	75.00	83.33	87.50	90.00
7 months	70.83	80.56	85.42	88.33
8 months	66.67	77.78	83.33	86.67
9 months	N.A.	75.00	81.25	85.00
10 months	N.A.	72.22	79.17	83.33
11 months	N.A.	69.44	77.08	81.67
12 months	N.A.	66.67	75.00	80.00

9. Notwithstanding any provision to the contrary as a result of benefits and conditions of which a management staff member may avail himself during the contract, the duration of the leave must be at least six consecutive months and the leave may not be interrupted under any circumstances, regardless of its duration.

10. Notwithstanding any provision to the contrary as a result of benefits and conditions of which a management staff member may avail himself during the contract, the sabbatical leave must begin no later than six years after the date on which the salary of the management staff member begins to be deferred.

11. Except for the duration of the sabbatical leave, the workload of a management staff member for the period of the contract shall not be modified.

12. Upon his return, a management staff member shall be reinstated in his position, subject to the provisions concerning stability of employment applicable to the management staff member.

### **DIVISION 3 RIGHTS AND BENEFITS**

13. Subject to the provisions stipulated in this schedule, a management staff member shall be entitled, for the duration of the contract, to the provisions of this Regulation, provided these provisions are compatible with the nature of the leave.

14. During the sabbatical leave, a management staff member shall not be entitled to any of the premiums or supplements prescribed by this Regulation. During each of the other years of the contract, a management staff member shall be entitled, where applicable, to all of the premiums and supplements that are applicable to him.

15. For the purposes of this schedule, the salary of a management staff member includes his salary and, where applicable, any lump sum related to the salary review or the application of the salary readjustment procedure.

16. The purpose of this plan is not to provide benefits at the time of retirement nor defer income tax. Moreover, during a sabbatical leave, a management staff member cannot receive any remuneration from the board or from a person or a company with which the board has ties in accordance with tax legislation requirements other than the amount corresponding to a percentage of his salary for the duration of the contract.

17. For purposes of insurance plans, the insurable salary during the contract is the salary that the management staff member would receive had he not availed

himself of the sabbatical leave with deferred salary and the premium of the management staff member shall be calculated on the basis of that salary.

18. For the purposes of calculating vacation credit, each of the years of the contract shall constitute a year of continuous service.

19. Vacation deemed used during the sabbatical leave shall be proportional to the duration of the leave.

20. Each of the years contemplated by the contract shall count as a year of service for the purposes of the pension plans.

### **DIVISION 4 TOTAL DISABILITY**

21. The following provisions shall apply in the case of a disability which develops during the contract:

1° Where total disability develops during the sabbatical leave:

Total disability shall be considered as beginning on the date a management staff member returns to work and not during the sabbatical leave.

A management staff member shall be entitled, during his sabbatical leave, to the percentage of salary determined in section 8 of this schedule. As of the date of his return to work, if he is still disabled, he shall be entitled, for the duration of the contract, to a salary insurance benefit based on the percentage prescribed in section 8 of this schedule.

2° Where total disability develops after the sabbatical leave:

A management staff member shall continue to participate in the contract and he shall be entitled, for the duration of the contract, to a salary insurance benefit based on the percentage prescribed in section 8 of this schedule.

3° Where total disability develops before and terminates before the sabbatical leave is taken:

A management staff member shall continue to participate in the contract and he shall be entitled to a salary insurance benefit based on the percentage prescribed in section 8 of this schedule.

4° Where total disability develops before the sabbatical leave is taken and still exists at the time when the leave is supposed to take place, a management staff member may choose:

a) to continue to participate in the contract and defer the sabbatical leave either to the date of his return to work or to the following school year in accordance with the agreement concluded between the board and the management staff member;

b) to terminate his participation in the contract. In such a case, the board shall reimburse, without interest, a management staff member during the first tax year following the expiry of the contract for the total amount of deferred salary.

5° Where the disability lasts more than two years, a management staff member shall cease to participate in the contract and:

a) where a management staff member has already taken his sabbatical leave, the board shall not make any monetary claim for the salary paid;

b) where a management staff member has not already taken his sabbatical leave, the board shall reimburse, without interest, the management staff member during the first tax year following the expiry of the contract for the total amount of deferred salary.

#### **DIVISION 5 RESIGNATION, RETIREMENT OR WITHDRAWAL OF A MANAGEMENT STAFF MEMBER**

22. In the event of the resignation, retirement or withdrawal of a management staff member during the contract, the latter shall terminate on the date of such resignation, retirement or withdrawal under the conditions described hereinafter:

1° Where the sabbatical leave has already taken place, a management staff member shall reimburse the board, without interest, an amount equal to the difference between the salary received during the sabbatical leave and the total amount of deferred salary. In such a case, the board and the management staff member may agree on the terms and conditions of reimbursement.

2° Where the sabbatical leave has not taken place, the board shall reimburse, without interest, a management staff member during the first tax year following the expiry of the contract for the total amount of deferred salary.

3° Where the sabbatical leave is in progress, the amount owing by one party or the other shall be calculated in the following manner:

amount received by the management staff member during the leave minus the total amount of deferred salary; if the result obtained is negative, the board shall

reimburse this amount to the management staff member during the first tax year following the expiry of the contract; if the result is positive, the management staff member shall reimburse this amount to the board. In such a case, the board and the management staff member may agree on the terms and conditions of reimbursement.

This paragraph shall not apply in the case of a withdrawal which is not permitted during the sabbatical leave.

Notwithstanding the provisions of this section, a management staff member who, following a resignation, is hired as a management staff member by another board shall continue to participate in the contract, provided that he so request and that his request be approved by the board that hires him.

#### **DIVISION 6 DEATH**

23. In the event of the death of a management staff member during the contract, the latter shall terminate on the date of the death and the provisions stipulated in section 22 of this schedule shall apply. However, the board shall not make any monetary claim if the management staff member is required to reimburse the board following the application of paragraph 1° or 3° of the said section.

#### **DIVISION 7 LEAVE WITHOUT PAY**

24. For the duration of the contract, a management staff member shall be entitled to one or more leaves without pay according to the policy in effect at the board; in which case the period of the contract shall be extended accordingly.

The total duration of one or more leaves without pay may not exceed 12 months.

Should the total duration of one or more leaves without pay exceed 12 months, the contract shall terminate on the date following that on which the allowed period expires and the provisions of section 22 shall apply.

#### **DIVISION 8 MATERNITY LEAVE AND LEAVE FOR ADOPTION**

25. Where a management staff member obtains a maternity leave (20 weeks) or leave for adoption (10 weeks) during the contract, the sabbatical leave shall be interrupted for the duration of the maternity leave or leave for adoption and shall be extended accordingly.

Where the maternity leave or leave for adoption takes place before the sabbatical leave, the management staff member shall terminate the contract and the provisions of paragraph 2° of section 22 shall apply.

#### **DIVISION 9**

##### **PLACEMENT ON AVAILABILITY**

26. If a management staff member is placed on availability during the contract, he shall continue to participate in the plan.

In the event that a management staff member is relocated to another board, the contract shall be transferred to that board, unless the latter refuses, in which case the provisions of section 22 shall apply. However, the board shall not make any monetary claim if the management staff member is required to reimburse the board following the application of paragraph 1° or 3° of that section.

#### **DIVISION 10**

##### **DISMISSAL OR NONREENGAGEMENT**

27. In the event of the dismissal, termination of employment or nonreengagement of a management staff member, the contract shall terminate on the effective date of the dismissal, termination of employment or nonreengagement. The conditions stipulated in section 22 shall apply.

#### **SCHEDULE 8**

##### **GRADUAL PRERETIREMENT**

1. Gradual preretirement is designed for a management staff member 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 108 to 112 of this Regulation.

In this case, the reduced workweek cannot be less than 40 % of the duration of the regular workweek of a regular full-time management staff member.

2. The granting of gradual preretirement shall be the object of a written prior agreement between a management staff member 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 including the duration, proportion of time worked and organization thereof.

3. A management staff member who avails himself of gradual preretirement shall be entitled to the short-term salary insurance plan in proportion to the time actually worked prescribed in the agreement.

However, where a gradual retirement leave is spread over a period that extends beyond 104 weeks, the management staff member shall continue to be covered by the compulsory long-term salary insurance plans, subject to the provisions contained in the master policy.

#### **SCHEDULE 9**

##### **PART-TIME SENIOR STAFF**

1. This schedule applies to part-time senior staff as defined in section 1 of this Regulation.

#### **DIVISION 1**

##### **SALARY**

2. For the purposes of this Regulation, the salary of a part-time senior staff member corresponds to the salary that he would have received had he been appointed a regular full-time senior staff member, adjusted in proportion to the time worked.

#### **DIVISION 2**

##### **INSURANCE PLANS**

3. Subject to sections 4 to 6, a part-time senior staff member is covered by the insurance plans prescribed by this Regulation and the master policy of the insurance plans.

4. A part-time senior staff member is eligible for the insurance plans upon the expiry of a three-month period following his entry into service, provided he is at work. If he is unable to be 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 in this regard in the master policy for the insured plans, a part-time senior staff member who previously held employment in an agency in the public or parapublic sector and who was eligible for a group insurance plan applicable to employees of such an agency is eligible for the insurance plans on the date of his entry into service, provided that his former employment ended less than 30 days prior to the date of his entry into service and that he provide proof of his former employment.

5. The part-time senior staff member whose regular workweek is less than 70 % of that of the full-time senior staff member shall benefit from life insurance in the amount of \$3 200 payable to his beneficiaries.

6. The insurance plan provisions applicable to regular full-time senior staff shall apply to part-time senior staff whose regular workweek is equal to or greater than 70 % of that of regular full-time senior staff.



### **DIVISION 3**

#### **ANNUAL VACATION**

7. The provisions of this Regulation concerning annual vacation apply to a part-time senior staff member. However, the number of working days of vacation resulting from the application of these provisions shall be adjusted in proportion to the time worked and distributed by taking into account the regular workweek of the part-time senior staff member.

### **DIVISION 4**

#### **REGIONAL DISPARITIES**

8. The provisions concerning regional disparities apply to a part-time senior staff member. However, the isolation and remoteness premium shall be adjusted in proportion to the time worked.

### **DIVISION 5**

#### **PARENTAL RIGHTS**

9. The provisions of Schedule 5 of this Regulation apply to a part-time senior staff member. However, for purposes of this schedule, the following is substituted for section 23 of Schedule 5:

“A part-time senior staff member excluded from receiving employment insurance benefits shall also be excluded from any other compensation. However, a part-time senior staff member who has accumulated 20 weeks of service shall be entitled to the compensation specified in sections 14 to 20 for 10 weeks if she is ineligible for employment insurance benefits because she did not hold an insurable job for at least 20 weeks during the reference period prescribed by the employment insurance plan.”

### **DIVISION 6**

#### **PAID LEGAL HOLIDAYS**

10. Where a paid legal holiday, according to the board's current policy for full-time senior staff, coincides with the work schedule of a part-time senior staff member, he shall receive the salary to which he would have been entitled had he been working that day.

### **SCHEDULE 10**

#### **COMPOSITION OF COMMITTEES SET UP TO DETERMINE AND CHANGE THE CONDITIONS OF EMPLOYMENT OF MANAGEMENT STAFF**

##### **COMMITTEE OF DIRECTORS GENERAL**

This committee is composed, on the one hand, of representatives of the Ministry of Education, the Que-

bec School Boards Association and the Fédération des commissions scolaires du Québec and, on the other hand, of representatives of the Association des directeurs généraux des commissions scolaires and the Association of Directors General of English School Boards of Quebec.

##### **ADVISORY COMMITTEE OF ADMINISTRATORS**

This committee is composed, on the one hand, of representatives of the Ministry of Education, the Quebec School Boards Association and the Fédération des commissions scolaires du Québec and, on the other hand, of representatives of the Association des cadres scolaires du Québec, the Association des cadres de Montréal and the Association of Administrators of English Schools of Quebec.

##### **SCHOOL ADMINISTRATION PERSONNEL COMMITTEE**

This committee is composed, on the one hand, of representatives of the Ministry of Education, the Quebec School Boards Association and the Fédération des commissions scolaires du Québec and, on the other hand, of two representatives of the Fédération québécoise des directeurs et directrices d'établissement d'enseignement and of one representative of each of the following associations: the Association des directions d'école de Montréal, the Association québécoise du personnel de direction des écoles, the Association of Administrators of English Schools of Quebec and the Association des cadres scolaires du Québec.

##### **CENTRE ADMINISTRATION PERSONNEL COMMITTEE**

This committee is composed, on the one hand, of representatives of the Ministry of Education, the Quebec School Boards Association and the Fédération des commissions scolaires du Québec and, on the other hand, of representatives of the Association des cadres scolaires du Québec, the Association of Administrators of English Schools of Quebec, the Fédération québécoise des directeurs et directrices d'établissement d'enseignement, the Association des directions d'école de Montréal and the Association québécoise du personnel de direction des écoles.



**SCHEDULE 11****JOB CLASSIFICATION PLAN FOR SENIOR EXECUTIVES AND ADMINISTRATORS (COMMISSION SCOLAIRE DE MONTRÉAL)****TABLE 1**  
SENIOR EXECUTIVES

Position	Classification	Class
Director General	HCO	Special
Assistant Director General	HC1	Special

**TABLE 2**  
SENIOR STAFF OF SERVICES

Position	Classification	Class <sup>1</sup>
Director (group of schools)	D-1	Special
Director (all fields of activity)	D-2	Special
Coordinator (group of schools)	C-1	Special
Coordinator (all fields of activity)	C-2	Special
Personnel Management Consultant	C-4	Special

**TABLE 3**  
MANAGER

Position	Classification	Class
Administrative Assistant	R3	I to III
General Foreman	R4	S-1
Superintendent	R7	II and III
Foreman	CO1	I and III
	CO2	S-2
	CO3	Single
Administration Officer	CO5	Single S-1 and S-2

<sup>1</sup> These classes take into account the fact that responsibility of the positions applies to students in the youth sector only or to students in both the youth and adult sectors.

**SCHEDULE 12****TRANSITIONAL PROVISIONS APPLICABLE TO THE GROUPING TOGETHER OF A SCHOOL AND A CENTRE****DIVISION 1**  
PROVISIONS APPLICABLE TO SENIOR STAFF OF SCHOOLS**§1. Classification**

1. A principal or vice-principal who is appointed to a position of principal of a secondary school and a centre in the same establishments that have been grouped together shall be assigned the classification DS.

2. A principal or vice-principal who is appointed to a position of vice-principal of a secondary school and a centre in the same establishments that have been grouped together shall be assigned the classification DAS.

3. Any person or senior staff member, with the exception of a senior staff member of schools or a senior staff member of centres appointed to the same establishments that have been grouped together, who is appointed to a position of principal of a secondary school and a centre shall be assigned the classification DS if the students enrolled in the secondary school constitute the majority of the students enrolled in the establishments that have been grouped together.

4. Any person or senior staff member, with the exception of a senior staff member of schools or a senior staff member of centres appointed to the same establishments that have been grouped together, who is appointed to a position of vice-principal of a secondary school and a centre shall be assigned the classification DAS if the responsibility of this position applies to students in the youth sector.

**§2. Class**

5. The class applicable to senior staff member of schools is determined as follows:

1° where the responsibility of the position applies only to students in the youth sector, the class is determined according to the total number of students enrolled in the school on 30 September of the current school year, taking into account the weighting rules prescribed in section 24 of this Regulation;

2° where the responsibility of the position applies to students in both the youth and adult sectors, the class is determined according to the total number of students consisting of:

a) the total number of students enrolled in the school on 30 September of the current school year, taking into account the weighting rules mentioned in paragraph 1°;

b) the number of group-hours of instruction for the adults enrolled in the centre for the preceding school year; those group-hours are adjusted on the basis of the students according to the following rule:

$$\frac{[(\text{no. of full-time group-hours}) + (\text{no. of part-time group-hours}) \times 2] \times 17 \text{ students/group}}{900 \text{ hours}}$$

### §3. Lump Sums

6. Where the number of group-hours of instruction determined under paragraph 2° of section 5 does not have the effect of reclassifying the senior staff member of schools into a class where the maximum of the salary scale is higher than the maximum specified in his salary scale prior to assignment, he shall receive, where applicable, a lump sum determined according to the following table:

Category	No. of students according to subparagraph b) of paragraph 2° of section 5	Lump Sum
School Principal	100 to 299 students	\$1 500
School Principal	300 students or more	\$2 500
School Vice-principal	100 to 299 students	\$ 750
School Vice-principal	300 students or more	\$1 250

The lump sum shall be paid according to the same terms and conditions as those respecting the payment of salary of senior staff of schools and shall be renewed yearly, where applicable, according to the conditions stipulated in the above table.

A lump sum may not be paid to a senior staff member of schools who has already received a higher reclassification as a result of the application of the temporary provisions in force since 1 July 1989.

## DIVISION 2 PROVISIONS APPLICABLE TO SENIOR STAFF OF CENTRES AND ADMINISTRATIVE ASSISTANTS

### §1. Classification

7. A centre director or an assistant centre director who is appointed to a position of director (principal) of a centre and a secondary school in the same establish-

ments that have been grouped together shall be assigned the classification DCA.

8. A centre director or an assistant centre director who is appointed to a position of assistant director (vice-principal) of a centre and a secondary school in the same establishments that have been grouped together shall be assigned the classification DACA.

9. Any person or senior staff member, with the exception of a senior staff member of centres or a senior staff member of schools appointed to the same establishments that have been grouped together, who is appointed to a position of director (principal) of a centre and a secondary school shall be assigned the classification DCA if the students enrolled in the centre constitute the majority of students enrolled in the establishments that have been grouped together.

10. Any person or senior staff member, with the exception of a senior staff member of centres or a senior staff member of schools appointed to the same establishments that have been grouped together, who is appointed to a position of assistant director (vice-principal) of a centre and a secondary school shall be assigned the classification DACA if the responsibility of this position applies to students in the adult sector.

### §2. Class

11. The class applicable to senior staff of centres is determined as follows:

1° where the responsibility of the position applies only to students in the adult sector, the class is determined according to the number of group-hours of instruction for the adults enrolled in the centre for the preceding school year;

2° where the responsibility of the position applies to students in both the youth and adult sectors, the class is determined according to the total number of group-hours of instruction consisting of:

a) the number of group-hours of instruction for the adults enrolled in the centre for the preceding school year;

b) the total number of students enrolled in the school on 30 September of the current school year, taking into account the weighting rules prescribed in section 24 of this Regulation; this number is adjusted on the basis of the group-hours of instruction according to the following rules:

For students enrolled in the general education program:

$$\text{No. of group-hours of instruction} = \frac{\text{no. of students} \times 900 \text{ hours}}{25 \text{ students/group}}$$

For students enrolled in the vocational education program:

$$\text{No. of group-hours of instruction} = \frac{\text{no. of students} \times 900 \text{ hours}}{15 \text{ students/group}}$$

### §3. Lump Sums

12. Where the number of group-hours of instruction determined under paragraph 2° of section 11 does not have the effect of reclassifying the senior staff member of centres into a class where the maximum of the salary scale is higher than the maximum specified in his salary scale prior to assignment, he shall receive, where applicable, a lump sum determined according to the following table:

Category	No. of group-hours according to subparagraph b) of paragraph 2° of section 11	Lump Sum
Centre Director	5000 to 14 999 group-hours	\$1 500
Centre Director	15 000 group-hours or more	\$2 500
Assistant Centre Director	5 000 to 14 999 group-hours	\$ 750
Assistant Centre Director	15 000 group-hours or more	\$1 250

The lump sum shall be paid according to the same terms and conditions as those respecting the payment of salary of senior staff of centres and shall be renewed yearly, where applicable, according to the conditions stipulated in the above table.

A lump sum may not be paid to a senior staff member of centres who has already received a higher reclassification as a result of the application of the temporary provisions in force since 1 July 1989.

13. The provisions of this division, applicable to an assistant centre director, also apply to an administrative assistant, referred to in this schedule, for a position where responsibility applies to both the youth and adult sectors.

## SCHEDULE 13

### ADMINISTRATIVE REGIONS<sup>1</sup>

Région administrative Bas-Saint-Laurent (01)

Région administrative Saguenay-Lac St-Jean (02)

Région administrative Québec (03)

Région administrative Mauricie (04)

Région administrative Estrie (05)

Région administrative Montréal (06)

Région administrative Outaouais (07)

Région administrative Abitibi-Témiscamingue (08)

Région administrative Côte-Nord (09)

Région administrative Nord-du-Québec (10)

Région administrative Gaspésie-Iles-de-la-Madeleine (11)

Région administrative Chaudière-Appalache (12)

Région administrative Laval (13)

Région administrative Lanaudière (14)

Région administrative Laurentides (15)

Région administrative Montérégie (16)

Région administrative Centre du Québec (Bois-Francis) (17)

## SCHEDULE 14

### PERSONS RESPONSIBLE FOR TRAINING CENTRES IN CERTAIN PENITENTIARIES

1. These provisions apply to a person who is appointed by the board as a person responsible for a training centre instituted in a federal penitentiary located in Québec, hereinafter referred to as "person responsible", in accordance with the agreement.

<sup>1</sup> For purposes of applying this schedule, the following are considered as the same administrative region:

- 1° administrative regions 01 and 11;
- 2° administrative regions 03 and 12;
- 3° administrative regions 04 and 17;
- 4° administrative regions 08 and 10;
- 5° administrative regions 13, 14 and 15.

Notwithstanding the preceding paragraph, Division 4 of this schedule applies only to the person responsible in office when this schedule comes into force.

2. For purposes of this schedule, the term “agreement” means the 1997-2000 Canada-Québec Framework Agreement concerning training in federal penitentiaries for the period from 1 July 1997 to 30 June 2000.

3. Subject to the provisions of this schedule, the following provisions of this Regulation, with the necessary changes, apply to the person responsible:

- Title 1;
- Chapter 3 of Part 5, except for a complaint concerning withdrawal from the centre for safety reasons;
- provisions of the management policy established in accordance with Chapter 4 of Part 5;
- provisions of Division 1 of Chapter 5 of Part 5;
- Schedules 1 to 5 and Schedule 8.

#### **DIVISION 1 EMPLOYMENT OR APPOINTMENT**

4. The board shall hire or appoint the person responsible for a fixed period; which period may not, however, exceed the maximum period prescribed for the said position.

Notwithstanding the preceding paragraph, this provision shall not have the effect of modifying the status of a regular full-time management staff member. In such a case, this division does not apply to that management staff member.

5. Where the board decides not to renew the employment or appointment of a person responsible, it shall inform him in writing at least 60 days prior to the end of the employment or appointment. Where the 60-day time limit exceeds the date of the end of the employment or appointment of the person responsible, the latter shall receive his salary for the period of notification exceeding that date, if he is not assigned to another position in the board.

6. Unless the board decides to renew the employment or appointment of the person responsible at the end of the term, all the benefits prescribed by this schedule cease to apply to the person responsible at the end of his employment or appointment.

#### **DIVISION 2 CLASSIFICATION**

7. Subject to the specific responsibilities specified in the agreement, the definition and classification of the position of assistant director of an adult education centre described in the Regulation apply to the person responsible.

#### **DIVISION 3 SALARY SCALES**

8. The salary scales of class I for assistant directors of adult education centres prescribed in Table V of Schedule 3 apply to the person responsible.

#### **DIVISION 4 INTEGRATION INTO SALARY SCALES**

9. The person responsible shall be integrated into the new salary scale on the date of the coming into force of this Regulation according to the more advantageous of the following two rules:

- the salary corresponding to the salary that he was receiving as a regular full-time teacher increased by 10 % of the maximum of his new salary scale, without exceeding the maximum;

or

- the annual salary that he is receiving on the date of integration, excluding any lump sum, supplement or premium.

#### **DIVISION 5 SPECIAL PROVISION CONCERNING WITHDRAWAL FOR SAFETY REASONS**

10. The person responsible whom the board withdraws from the penitentiary for safety reasons shall maintain the rights and benefits prescribed by this schedule and this Regulation for the duration of the period of employment or appointment and shall be assigned to other duties at the board for the duration of such period.

However, in the case of a management staff member who already had a regular full-time status in the board at the time when he was assigned person responsible, the board shall assign him to another management staff position or shall place him on availability if he cannot be assigned to such a position.

**M.O., 1998**

General and Vocational Colleges Act  
(R.S.Q., c. C-29)

**Minister's Order number 1-98 of the Minister of Education dated of 23 September 1998**

Regulation to amend the Regulation respecting certain conditions of employment of principals and academic deans of general and vocational colleges

WHEREAS under section 18.1 of the General and Vocational Colleges Act (R.S.Q., c. C-29), the Minister of Education may determine, by regulation, the conditions of employment for, the classification and the maximum number per class of the positions held by, and the 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 Regulation respecting certain conditions of employment of principals and academic deans of general and vocational colleges was made by Minister's Order 1-89;

WHEREAS the Minister of Education is of the opinion that it is expedient to amend the Regulation;

THEREFORE, the Regulation respecting certain conditions of employment of principals and academic deans of general and vocational colleges is amended by the Regulation to amend the Regulation respecting certain conditions of employment of principals and academic deans of general and vocational colleges attached hereto;

Québec, 23 September 1998

PAULINE MAROIS,  
*Minister of Education*

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**Regulation to amend the Regulation respecting certain conditions of employment of principals and academic deans of general and vocational colleges<sup>(1)</sup>**

General and Vocational Colleges Act  
(R.S.Q., c. C-29, s. 18.1)

**1.** The Regulation respecting certain conditions of employment of principals and academic deans of general and vocational colleges is amended by replacing the title of the regulation by the following: "Regulation respecting certain conditions of employment of senior executives of general and vocational colleges".

**2.** Section 1 of the said Regulation is amended as follows:

a) By inserting, after the definition of "supernumerary senior staff", the following definitions:

““college”: a general and vocational college and a regional college as defined in the General and Vocational Colleges Act (R.S.Q., c. C-29, s. 18.1);”

b) By substituting the following for the definition of "senior executive":

““senior executive”: an academic dean, a principal of a college, a principal of a regional college, a principal of a constituent college within the meaning of the General and Vocational Colleges Act”;

c) By adding the following definition:

“public and parapublic sectors”:

— the ministries, persons or agencies whose personnel is named or remunerated in accordance with the Public 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 colleges, school boards and establishments within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, the government agencies covered by this law and the educational institutions at the university level;

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(1) The latest amendments to the Regulation respecting certain conditions of employment of principals and academic deans of general and vocational colleges (Minister's Order 1-89 of the Minister of Higher Education and Science dated 7 December 1989 (1990, *G.O.* 2, 488) were made by Minister's Order 5-97 of the Minister of Education (1997, *G.O.* 2, 5837). For previous amendments, see "Table of Amendments and Summary Index", Éditeur officiel du Québec, updated to 1 March 1998.

— the agencies or enterprises and their totally-owned subsidiaries which must produce, by law, an annual report for deposit in the National Assembly”;

**3.** Divisions I and II of Chapter III are replaced by for the following:

**“DIVISION I  
CALCULATION OF SALARY**

**10.** Salary is the remuneration to which a senior executive is entitled in accordance with this division and with Division V, excluding any premium or lump-sum payment.

**11.** The classification of the positions of principal and academic dean shall be determined by the Minister in accordance with the method defined in the document of the Direction des relations du travail of Higher Education dated June 1998 entitled “*Système de classement des postes de directeur général et de directeur des études des cégeps*”.

The classification defined in Schedule I to this Regulation shall apply for the period from 1 July 1998 to 30 June 2000.

**12.** The classification of the positions of principal of a regional college and principal of a constituent college shall be determined by the Minister based on a job evaluation system using the following five (5) factors:

**1- Complexity**

- a) nature of activity;
- b) nature of supervision received.

**2- Education**

**3- Experience**

- a) experience of the work to be performed;
- b) management experience;

**4- Responsibility**

- a) responsibility for management;
- b) responsibility for immediate management;
- c) responsibility for the prevention of errors;
- d) responsibility for communication of work.

**5- Decision-making powers**

- a) nature of activity;
- b) freedom of action.

**13.** The salary scales of senior executives are found in Schedule II.

**14.** Where the dates of the increase in salary scales, the annual salary review or the calculation of the salary at the time of a movement of personnel coincide, the rules shall apply in that order.

**15.** The salary of a person newly appointed to a senior executive position or assigned to another senior executive position shall be determined in accordance with the rules established by the board of directors of the college.

**16.** The rules used to determine a senior executive’s salary must comply with the following parameters:

— the salary must be situated between the minimum rate and the maximum rate of the applicable scale;

— where the maximum rate of the salary scale does not enable a senior executive to maintain a difference of 7 % between his salary and that of a senior staff member of the college or, for a principal of a constituent college, that of a senior staff member of a constituent college, his salary shall be increased to maintain such a difference and he shall not be considered as overscale.

**DIVISION II  
LUMP-SUM PAYMENTS RELATED TO THE  
CALCULATION OF SALARY**

**17.** Where the application of sections 11, 12 and 16 has the effect of reducing the salary of a senior executive, he shall be entitled to a lump-sum payment.

The amount is variable and represents the difference between the salary he was receiving and the salary he is receiving.

The payment shall be made in accordance with the procedures for the payment of his salary.

**18.** If the decision of the college, made under section 15, has the effect of reducing the salary of a senior executive, the college may pay him a lump sum according to the conditions that it determines.”

**4.** Division V of Chapter III is replaced by the following:

**“DIVISION V  
SALARY REVIEW**

**28.** The rules respecting salary review are those found in Schedule III of this Regulation.”



**5.** Division VI is inserted in Chapter III:

**“DIVISION VI  
TEMPORARY ASSIGNMENT TO TWO OR MORE  
CONCURRENT POSITIONS**

**28.1** A college may grant a premium to a senior executive who holds temporarily, in addition to his usual position, another senior executive position for a period exceeding two months. Such premium, paid as a lump sum, cannot exceed 5 % of the salary to which he is entitled during such temporary assignment.”

**6.** The first paragraph of section 52 of Chapter V is replaced by the following:

“A severance allowance is equal to two months’ salary for every year of continuous service in a college or regional college as a principal of a college, principal of a regional college, academic dean, principal of a constituent college and, at Champlain Regional College, a campus director or dean.”

**7.** The following sections 117.1 and 117.2 are inserted after section 117 of Division I of Chapter X:

“**117.1** A senior executive engaged by another college may choose one of the following measures:

1. the reimbursement of all the cash-convertible sick-leave days to his credit;

2. the reimbursement of part of his cash-convertible sick-leave days to his credit and transfer of the remainder to the new college;

3. the transfer of all of his cash-convertible or non-cash-convertible sick-leave days to the new college. In such a case, the terms and conditions of reimbursement of his cash-convertible sick-leave days as well as the procedure respecting the use of his cash-convertible or non-cash-convertible sick-leave days shall be maintained when transferring such days.

**117.2** When transferring sick-leave days, the college of origin shall forward to the new college:

1. for cash-convertible sick-leave days, a document attesting to the number of cash-convertible sick-leave days to the senior executive’s credit, the amount transferred corresponding to the value of the cash-convertible sick-leave days at the time of transfer and the terms and conditions of reimbursement;

2. for non-cash-convertible sick-leave days, a document attesting to the number of non-cash-convertible sick-leave days.”

**8.** Section 152 of Chapter XIII is repealed.

**9.** Schedule I is replaced by the following:

**“SCHEDULE I**

**DIVISION 1  
CLASSIFICATION OF THE POSITIONS  
OF PRINCIPAL FOR PURPOSES OF  
REMUNERATION**

<b>Class of remuneration</b>	<b>Name of college</b>
Class 1	Édouard-Montpetit Ahuntsic Vieux-Montréal Sainte-Foy Limoilou Dawson Maisonneuve Trois-Rivières Sherbrooke
Class 2	Jonquière Rimouski Champlain F.X. Garneau Vanier Chicoutimi Rosemont
Class 3	Montmorency Saint-Jérôme John-Abbott Lionel-Groulx Lévis-Lauzon Outaouais Marie-Victorin Sainte-Hyacinthe Abitibi-Témiscamingue
Class 4	Gaspésie et des Îles Bois-de-Boulogne Saint-Laurent Victoriaville St-Jean-sur-Richelieu
Class 5	La Pocatière André Laurendeau Drummondville Shawinigan Région de l’Amiante Valleyfield Rivière-du-Loup Alma
Class 6	Saint-Félicien Beauce-Appalaches Granby/Haute-Yamaska Matane Baie-Comeau Sept-Îles Sorel-Tracy Héritage Gérald-Godin

**DIVISION II**  
**CLASSIFICATION OF THE POSITIONS**  
**OF ACADEMIC DEAN FOR PURPOSES OF**  
**REMUNERATION**

Class of remuneration	Name of college
Class 1	Ahuntsic
	Édouard-Montpetit
	Vieux-Montréal
	Dawson
	Trois-Rivières
	Sainte-Foy
	Limoilou
Class 2	Rimouski
	Sherbrooke
	Jonquière
	Maisonneuve
	Vanier
	Champlain
	F.X. Garneau
	Outaouais
	Montmorency
	Chicoutimi
Class 3	John-Abbott
	Rosemont
	Marie-Victorin
	Saint-Jérôme
	Lionel-Groulx
	Lévis-Lauzon
	Sainte-Hyacinthe
Class 4	Saint-Laurent
	Abitibi-Témiscamingue
	Gaspésie et des Îles
Class 5	St-Jean-sur-Richelieu
	André Laurendeau
	Bois-de-Boulogne
	Drummondville
	Shawinigan
	Victoriaville
	La Pocatière
	Région de l'Amiante
	Valleyfield
	Rivière-du-Loup
Alma	
Beauce-Appalaches	
Class 6	Baie-Comeau
	Saint-Félicien
	Granby/Haute-Yamaska
	Matane
	Sept-Îles
	Sorel-Tracy
	Héritage
Gérald-Godin	

**10.** Schedule II is amended by adding the following Table C:

**“TABLE C**

Salary scales related to the classification system used to determine the salary of a principal of a regional college and a principal of a constituent college

**As of 1 April 1998:**

Class	Minimum	Maximum
14a)	47 358	58 637
14b)	48 859	60 574
15a)	50 359	62 511
15b)	51 912	64 515
16a)	53 463	66 520
16b)	55 069	68 594
17a)	56 675	70 667
17b)	58 332	72 810
18a)	59 989	74 952
18b)	61 839	77 343
19a)	63 691	79 734
19b)	65 819	82 484
20a)	67 946	85 233
20b)	70 150	88 082
21a)	72 354	90 930
21b)	74 525	93 658

**11.** Schedule III is amended by adding the following Division IV:

**“DIVISION IV**

**INTEGRATION ON 1 JULY 1998**

**7.** The senior executive covered by section 11 shall be integrated, as of 1 July 1998, into the class of salary determined in Schedule I in relation to the position held in his college. He shall be integrated into the salary he was receiving on 30 June 1998. Where the salary is less than the minimum rate of the new class of salary, it shall correspond to the rate. Where it exceeds the maximum rate, it shall correspond to that rate, but he shall be entitled to the application of section 17 of the Regulation.”

**12.** This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

**M.O., 1998**

**Minister's Order number 2-98 of the Minister of Education dated of 23 September 1998**

General and Vocational Colleges Act  
(R.S.Q., c. C-29)

Regulation to amend the Regulation respecting certain conditions of employment of senior staff of general and vocational colleges

WHEREAS under section 18.1 of the General and Vocational Colleges Act (R.S.Q., c. C-29), the Minister of Education may determine, by regulation, the conditions of employment for, the classification and the maximum number per class of the positions held by, and the 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 Regulation respecting certain conditions of employment of senior staff of general and vocational colleges was made by Minister's Order 2-89;

WHEREAS the Minister of Education is of the opinion that it is expedient to amend the Regulation;

THEREFORE, the Regulation respecting certain conditions of employment of senior staff of general and vocational colleges is amended by the Regulation to amend the Regulation respecting certain conditions of employment of senior staff of general and vocational colleges attached hereto;

Québec, 23 September 1998

PAULINE MAROIS,  
*Minister of Education*

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**Regulation to amend the Regulation respecting certain conditions of employment of senior staff of general and vocational colleges\***

General and Vocational Colleges Act  
(R.S.Q., c. C-29, s. 18.1)

**1.** The Regulation respecting certain conditions of employment of senior staff of general and vocational colleges is amended by changing in sections 1, 7 and 24, the title of the "Regulation respecting certain conditions of employment of principals and academic deans of general and vocational colleges" to "Regulation respecting certain conditions of employment of senior executives of general and vocational colleges".

**2.** Section 1 is amended as follows:

a) In the definition of "senior staff member", the terms "principal or academic dean designated as supernumerary senior staff" are replaced by the following: "senior executive designated as supernumerary senior staff";

b) The addition, after the term "campus" of the following definitions:

"college": a general and vocational college and a regional college within the meaning of the General and Vocational Colleges Act (R.S.Q., c. C-29, s. 18.1);

"constituent college": a constituent college of a regional college within the meaning of the General and Vocational Colleges Act."

**3.** Section 5 of Chapter II is replaced by the following:

"5. The classification plan is found in Schedule I to the Regulation and the classification of positions in Schedule II."

**4.** In section 7, the terms "and to the principal and academic dean designated as supernumerary senior staff" are replaced by "and to the senior executive designated as supernumerary senior staff."

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\* The latest amendments to the Regulation respecting certain conditions of employment of senior staff of general and vocational colleges (Minister's Order 2-89 of the Minister of Higher Education and Science dated 7 December 1989, (1990, *G.O.* 2, 502) were made by Minister's Order 4-97 of the Minister of Education (1997, *G.O.* 2, 5839). For previous amendments, see "Table of Amendments and Summary Index", Éditeur officiel du Québec, 1998, updated to 1 Mach 1998.

**5.** Divisions I and II of Chapter III are replaced by the following:

**“DIVISION I  
CALCULATION OF SALARY**

**12.** Salary is the remuneration to which a senior staff member is entitled in accordance with this division and with Division V of this chapter, excluding any premium or lump-sum payment, as well as Division IV of Chapter V.

**13.** The senior staff member’s salary shall be determined in accordance with the classification assigned to him in accordance with the provisions of Schedule II or of section 17 of this Regulation and of the class of the college, constituent college or campus.

All the salary scales are found in Schedule V.

**14.** The class of the college, constituent college or campus shall be determined taking into account the total number of students registered in all of the college-level programs.

The calculation shall be made on 1 October by adding the number of students obtained by the application of the following subparagraphs:

1- the total number of “full-time equivalent” students registered on 20 September in regular sessions;

2- the total number of students registered in summer sessions preceding 1 October, each 500 hours of training being equivalent to one student;

3- the total number of students registered in an adult training course during the school year preceding 1 October, each 600 hours of training being equivalent to one student.

**15.** Where the class of the college, constituent college or campus is changed following the calculation of the total number of students, the salary of a senior staff member shall be determined in accordance with one of the following situations:

1- the maximum rate of the scale applicable is greater than the maximum rate of the salary that was applicable to him:

in such case, his salary shall be calculated by adding to the salary he was receiving an amount equal to the difference between the two rates;

2- the maximum rate of the scale applicable is less than the maximum rate of the scale that was applicable to him:

in such case, the salary he was receiving shall be maintained if it is equal to or less than the maximum rate of the scale applicable. It shall correspond to the rate if it is greater.

The change in salary mentioned in this section shall take effect from the preceding 1 July.

**16.** Where a college cannot determine the classification of a senior staff member because his principal and usual assignments and responsibilities do not correspond to any of the descriptions of positions prescribed by Schedule II, the college shall submit the case to the Minister. The file shall include:

1- a detailed description of the senior staff member’s assignments and responsibilities;

2- the situation of the senior staff member in the college’s structure;

3- the eligibility criteria required.

**17.** Where in the Minister’s opinion, the senior staff member’s principal and usual assignments and responsibilities do not correspond to any of the descriptions of positions prescribed by Schedule II, he shall determine the senior staff member’s salary by using the factors listed in Schedule III.

**18.** A college may assign a senior staff member to principal and usual assignments and responsibilities relating to more than one position.

The classification assigned to a senior staff member shall then correspond to the position to which he is assigned for the greatest part of his time.

**19.** Where the dates of the increase in salary scales, the annual review of salary or the calculation of salary at the time of a movement of personnel coincide, the rules shall apply in that order.

**20.** The salary of a person newly appointed to a senior staff position or assigned to another position shall be determined in accordance with the management policy of the college.

**21.** The rules used to determine the salary of a senior staff member must comply with the following parameters:

— the salary must be situated between the minimum rate and the maximum rate of the applicable scale;

— where the maximum rate of the salary scale does not enable a senior staff member to maintain a differ-

ence of 7 % between his salary and that of a senior staff member of whom he is the immediate superior, his salary shall be increased to maintain such a difference and he shall not be considered as overscale.

## **DIVISION II** LUMP-SUM PAYMENTS RELATED TO THE CALCULATION OF SALARY

**22.** Where the application of sections 15, 17 and 21 has the effect of reducing the salary of a senior staff member, he shall be entitled to a lump-sum payment.

The amount is variable and represents the difference between the salary he was receiving and the salary he is receiving.

The payment shall be made in accordance with the procedures for the payment of his salary.

**23.** Where the decision of the college, made under section 20, has the effect of reducing the salary of a senior staff member, the college shall pay him a lump sum according to the conditions prescribed in section 22. However, if the decision results from an express request of the senior staff member or from a disciplinary measure, the college may pay him a lump sum under the conditions prescribed by the management policy.”

**6.** The following Division VI is inserted in Chapter III:

### **“DIVISION VI** TEMPORARY ASSIGNMENT TO TWO OR MORE CONCURRENT POSITIONS

**36.1** Where a management position is vacant for a period exceeding two months, a college may grant a premium to a senior staff member who performs, in addition to his usual duties, part or all of the responsibilities of that position. Such premium, paid as a lump sum, cannot exceed 5 % of the salary to which he is entitled during such temporary assignment.”

**7.** The following Chapter III.1 is inserted after Chapter III:

### **“CHAPTER III.1** MEASURES FACILITATING INTER-COLLEGE MOBILITY

**36.2** This chapter applies to the senior staff member who, on the date preceding his engagement, was employed by the college.

## **DIVISION I** STABILITY OF EMPLOYMENT

**36.3** Notwithstanding section 118, Chapter X entitled “Stability of Employment” applies, as of the date of his engagement, to the person who so benefited in his college of origin.

## **DIVISION II** BANK OF SICK-LEAVE DAYS

**36.4** A senior staff member engaged by another college may choose one of the following measures:

1. the reimbursement of all of the cash-convertible sick-leave days to his credit;

2. the reimbursement of part of his cash-convertible sick-leave days to his credit and transfer of the remainder to the new college;

3. the transfer of all of his cash-convertible or non-cash-convertible sick-leave days to the new college. In such a case, the terms and conditions of reimbursement of his cash-convertible sick-leave days as well as the procedure respecting the use of his cash-convertible or non-cash-convertible sick-leave days shall be maintained when transferring such days.

**36.5** When transferring sick-leave days, the college of origin shall forward to the new college:

1. for cash-convertible sick-leave days, a document attesting to the number of cash-convertible sick-leave days to the senior staff member’s credit, the amount transferred corresponding to the value of the cash-convertible sick-leave days at the time of transfer and the terms and conditions of reimbursement;

2. for non-cash-convertible sick-leave days, a document attesting to the number of non-cash-convertible sick-leave days.

## **SECTION III** ANNUAL VACATION

**36.6** A senior staff member hired by another college shall transfer thereto his years of service for the purposes of determining the number of days of annual vacation.”

**8.** Sections 56.15.1 and 56.15.2 are inserted after section 56.15 of Chapter V:

**56.15.1** Although he is already considered on a total disability leave, a senior staff member who is again

absent from work due to total disability resulting from the same illness or accident, prior to the end of the first 104 weeks of disability but after having completed rehabilitation, shall be considered as suffering from a relapse of the same disability.

In such a case, the senior staff member shall continue to receive a benefit equal to 90 % of the salary to which he would have been entitled had he been at work in his position up to 104 weeks from the beginning of the disability and the provision contained in the second paragraph of section 56.15 shall apply.

**56.15.2** Where a new total disability begins prior to the end of the first 104 weeks of the first disability but after having completed rehabilitation, the senior staff member shall be considered as totally disabled for the position he holds at the beginning of this new disability. However, the senior staff member shall continue to receive a benefit equal to 90 % of the salary to which he would have been entitled had he been at work in the position he held at the beginning of the first disability up to 104 weeks from the beginning of the first total disability, and the provision contained in the second paragraph of section 56.15 shall apply.

At the end of the first 104 weeks of the first total disability, the senior staff member whose rehabilitation occurred during rehabilitative employment shall be assigned a new classification in accordance with section 56.19.

As of the date of the new classification, the provisions of Division II shall apply, up to 104 weeks from the beginning of such new disability, to the salary determined at the time when the new classification is assigned."

**9.** Section 158 of Chapter XI is amended by inserting, after paragraph 3°, the following paragraph 3.1°:

"**3.1°** Chapter III.1".

**10.** Section 181 of Chapter XII is amended by adding the following items to the third paragraph:

"— eligibility criteria;

— rules for determining salary upon a movement of personnel (appointment, promotion or demotion) and the lump sums related to the calculation of salary in accordance with sections 20 and 23."

**11.** Section 185 of Chapter XIII is repealed.

**12.** Section 186 of Chapter XIII is added:

"The rules prescribed in sections 20, 21 and 23 to 30, those found in Part A of Schedule II and the minimum qualifications prescribed in the job descriptions, applicable on the day preceding 7 October 1998 shall continue to be in effect until the coming into force of the rules enacted by the college in the management policy concerning eligibility criteria or in accordance with sections 20 and 23."

**13.** The title of Schedule I is amended by deleting the words "and the rules determining staff numbers."

**14.** The title of Table I of Part A of Schedule I is replaced by the following: "Plan of classification of manager positions of colleges and constituent colleges".

**15.** The title of Table 3 of Schedule I is changed to the following: "Plan of classification of senior staff positions of colleges and constituent colleges".

**16.** Part B of Schedule I is repealed.

**17.** Schedule II is amended as follows:

— the title of the schedule is replaced by the following: "Classification of positions";

— Part A is repealed;

— Part B is amended by deleting all the "minimum qualifications" prescribed by the job descriptions.

**18.** This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

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## M.O., 98013

An Act respecting the conservation and development of wildlife  
(R.S.Q., c. C-61.1)

### Order of the Minister of the Environment and Wildlife dated of 18 September 1998

Establishment of the Pointe-de-l'Est wildlife sanctuary

THE MINISTER OF THE ENVIRONMENT AND WILDLIFE,

CONSIDERING that section 122 of the Act respecting the conservation and development of wildlife (R.S.Q., c. C-61.1), modified by section 20, Chapter 29 of the



Acts of 1998, provides that the Minister of the Environment and Wildlife may establish, namely on public lands, a wildlife sanctuary the resources whereof may be used on conditions fixed in view of preserving the wildlife habitat or the habitat of a wildlife species, after having consulted the Ministry of Natural Resources;

CONSIDERING that the territory contemplated for the establishment of the Pointe-de-l'Est wildlife sanctuary is comprised of public lands;

CONSIDERING that the Minister of Natural Resources has been consulted;

CONSIDERING that there is reason for establishing the Pointe-de-l'Est wildlife sanctuary for purposes of preserving habitats of wildlife species;

ORDERS that:

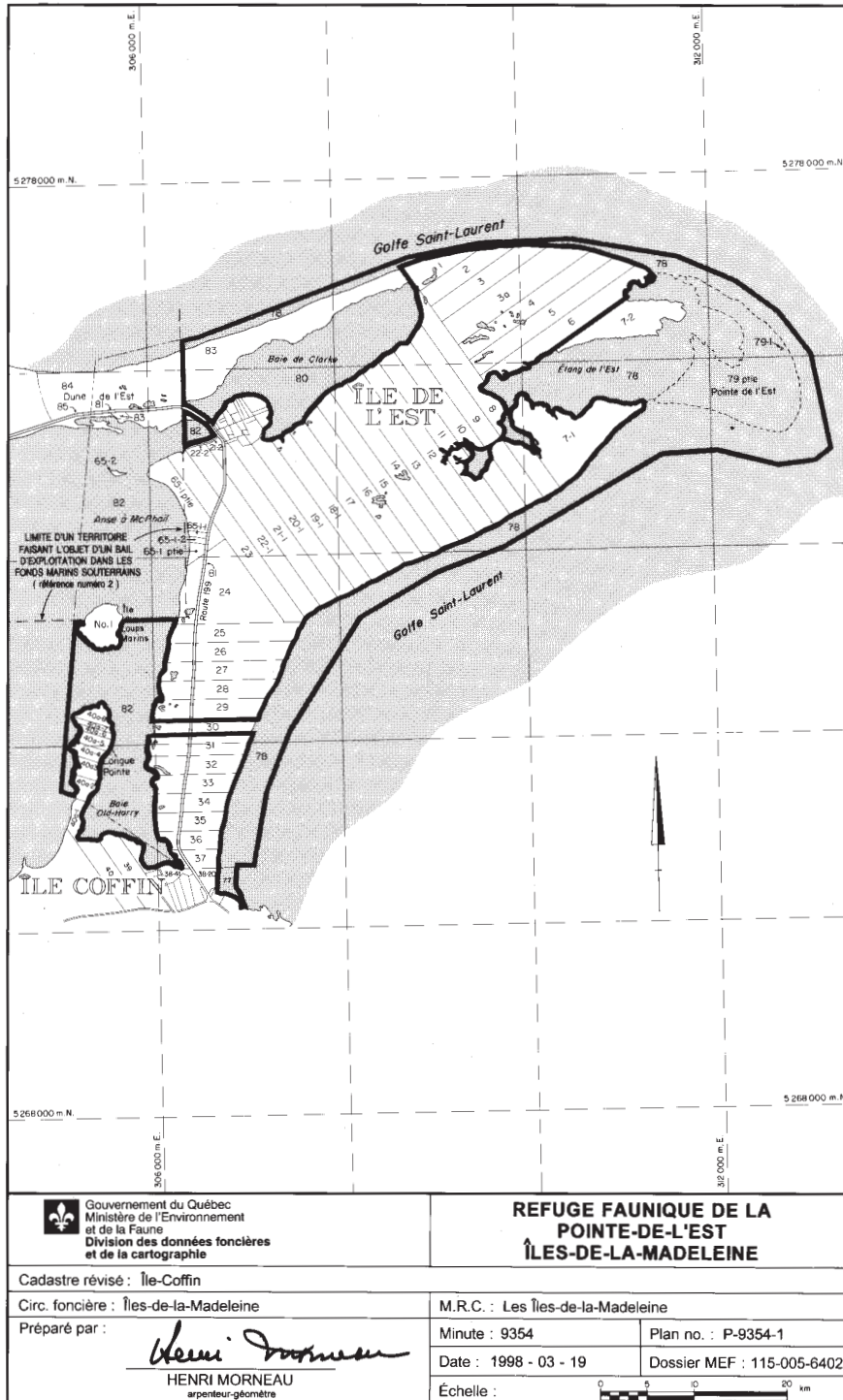
the "Pointe-de-l'Est wildlife sanctuary", whose boundaries are shown on the appended map, be established;

The present ministerial order takes effect on the day of its publication in the *Gazette officielle du Québec*.

Québec City, 18 September 1998.

PAUL BÉGIN,  
*Minister of the Environment  
and Wildlife*

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## Notice

An Act respecting industrial accidents  
and occupational diseases  
(R.S.Q., c. A-3.001)

### Insurance premiums for 1999

Notice is hereby given that the Commission de la santé et de la sécurité du travail, at its meeting of 17 September 1998, adopted the Regulation respecting the insurance premiums for 1999.

In accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the draft regulation was published in the *Gazette officielle du Québec* of 15 July 1998 with a notice that it would be adopted by the Commission, with or without amendments, upon the expiry of 45 days following the publication of that notice.

TREFFLÉ LACOMBE,  
*Chairman of the board and  
chief executive officer  
of the Commission de la santé  
et de la sécurité du travail*

## Regulation respecting the insurance premiums for 1999

An Act respecting industrial accidents  
and occupational diseases  
(R.S.Q., c. A-3.001, s. 454, 1st par., subpar. 10)

**1.** The insurance premiums necessary for the final retrospective adjustment of the annual assessment for the assessment year 1999 shall be calculated in accordance with the table in Schedule I.

**2.** The premiums shall be determined by applying the percentage calculated to the part of the assessment calculated in terms of the risk, taking into account the limit applicable to the employer with respect to the assumption of the cost of benefits.

**3.** The percentages appearing in the table are applicable to the precise amounts of assessment distributed in terms of the risk corresponding to those percentages. Where the amount of assessment falls between two levels of assessment in the table, the percentage shall be calculated by linear interpolation, and the result shall be rounded to the nearest hundredth of a per cent.

**4.** This Regulation comes into force as of 1 January 1999.

## SCHEDULE I

TABLE OF PREMIUMS  
(in percentage)

Part of the assessment in terms of the risk	Limit of the assumption (in multiple of the maximum annual insurable amount)									
	1½	2	2½	3	4	5	6	7	8	9
\$10,000 or less	70.6	70.6	70.6	70.6	70.6	70.6	70.6	70.6	70.6	70.6
\$13,750	66.3	66.3	66.3	66.3	66.3	66.3	66.3	66.3	66.3	66.3
\$18,800	62.1	62.1	62.1	62.1	62.1	62.1	62.1	62.1	62.1	62.1
\$25,650	57.9	57.9	57.9	57.9	57.9	57.9	57.9	57.9	57.9	57.9
\$34,850	53.8	53.8	53.8	53.8	53.8	53.8	53.8	53.8	53.8	53.8
\$47,350	49.7	49.7	49.7	49.7	49.7	49.7	49.7	49.7	49.7	49.7
\$64,150	45.7	45.7	45.7	45.7	45.7	45.7	45.7	45.7	45.7	45.7
\$86,850	44.0	41.8	41.8	41.8	41.8	41.8	41.8	41.8	41.8	41.8
\$117,500	43.2	40.7	38.9	37.7	37.7	37.7	37.7	37.7	37.7	37.7
\$159,650	42.6	39.9	36.2	34.4	33.5	33.1	33.0	33.0	33.0	33.0
\$218,600	42.3	39.2	35.2	32.0	29.1	27.7	27.0	27.0	27.0	27.0
\$303,000	41.5	38.1	33.6	29.8	25.5	22.7	21.0	20.9	20.9	20.9
\$427,000	40.9	37.5	32.3	27.9	22.7	18.8	15.9	15.5	15.3	15.2
\$615,500	40.0	36.3	30.9	26.2	20.5	16.2	13.0	12.1	11.7	11.5
\$913,300	39.4	35.5	29.8	24.9	18.7	14.1	10.6	9.6	8.9	8.5
\$1,404,700	38.9	34.8	29.0	23.9	17.4	12.5	8.9	7.6	6.8	6.3
\$2,254,800	38.5	34.3	28.3	23.1	16.4	11.3	7.6	6.1	5.2	4.6
\$3,802,100	38.3	33.9	27.9	22.6	15.7	10.4	6.6	5.1	4.1	3.5
\$6,896,500	38.1	33.7	27.5	22.2	15.2	9.8	6.0	4.4	3.3	2.6
\$13,085,500	38.0	33.5	27.3	21.9	14.8	9.4	5.5	3.9	2.8	2.1
\$25,463,000 or more	37.9	33.4	27.2	21.7	14.6	9.2	5.2	3.6	2.5	1.8

## Notice

An Act respecting industrial accidents  
and occupational diseases  
(R.S.Q., c. A-3.001)

### Retrospective adjustment of the assessment

Notice is hereby given that the Commission de la santé et de la sécurité du travail, at its meeting of 17 September 1998, adopted the Regulation respecting retrospective adjustment of the assessment.

In accordance with sections 10 and 11 of the Regulations Act (R.S.Q., c. R-18.1), the draft regulation was published in the *Gazette officielle du Québec* of 23 June 1998 with a notice that it would be adopted by the Commission, with or without amendments, upon the expiry of 45 days following the publication of that notice.

TREFFLÉ LACOMBE,  
*Chairman of the board and  
chief executive officer  
of the Commission de la santé  
et de la sécurité du travail*

## Regulation respecting retrospective adjustment of the assessment

An Act respecting industrial accidents  
and occupational diseases  
(R.S.Q., c. A-3.001, s. 454, paragraph 1, subparagraph 9)

### CHAPTER I GENERAL PROVISIONS

#### DIVISION I STATEMENT OF PURPOSE

**1.** The purpose of this Regulation, as provided for in section 314 of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), is to prescribe the rules pertaining to retrospective adjustment of the assessment of an employer who meets the requirements prescribed for the assessment year.

#### DIVISION II GENERAL PROVISIONS

**2.** In this Regulation:

“reference period” means the assessment year and the three years subsequent thereto;

“insurable wages” means the gross wages taken into consideration, in accordance with sections 289 or 289.1 of the Act, up to the maximum yearly insurable earnings established under section 66 of the Act.

**3.** For the purpose of any calculation performed under this Regulation, where an employer is classified in several units, the aggregate of the results obtained for all such units shall be taken into account.

### CHAPTER II REQUIREMENTS

**4.** An employer qualifies for retrospective adjustment of his annual assessment as provided for in section 314 of the Act for an assessment year if the product obtained by multiplying the insurable wages earned by the employer’s workers during the year prior to the year preceding the assessment year with respect to the unit in which the employer is classified for the prior year, by that unit’s rate according to risk for the prior year, is equal to or greater than the qualifying threshold determined in accordance with section 8 for the year prior to the year preceding the assessment year.

In this Chapter, “unit rate according to risk” means that portion of the general unit rate that corresponds to the financial requirements of the Commission de la santé et de la sécurité du travail apportioned according to risk at the time the rate is fixed under section 304 of the Act.

For the purposes of this Chapter, the insurable wages earned in respect of the unit includes the wages of auxiliary workers, as apportioned by the Commission pursuant to the Regulation respecting the classification of employers, the statement of wages and the rates of assessment adopted by the Commission de la santé et de la sécurité du travail by resolution A-73-97 of October 16, 1997 (*G.O.* 2, 5330)\* in respect of the unit.

**5.** An employer may also, upon filing an application, qualify for retrospective adjustment of its annual assessment for an assessment year if the employer satisfies any one of the following conditions:

1) the product obtained by multiplying the insurable wages earned by the employer’s workers during the assessment year by the unit rate according to risk for the unit in which the employer is classified for that year must be equal to or greater than the qualifying threshold determined under section 8 for the assessment year; or

\* The text of this Regulation was the subject of an *errata* published in the *Gazette officielle du Québec* of December 3, 1997, No. 50, at pages 5743 to 5781 and in the *Gazette officielle du Québec* of February 25, 1998, No. 9, at pages 1193 to 1197.

2) the employer qualifies for retrospective adjustment of its assessment for the year preceding the assessment year and the product obtained by multiplying the insurable wages earned by the employer's workers during the year prior to the year preceding the assessment year by the unit rate according to risk for the unit in which the employer is classified for that prior year must be at least equal to 75 % of the threshold determined under section 8 for the year prior to the year preceding the assessment year.

**6.** An employer who qualifies for retrospective adjustment of its assessment for an assessment year pursuant to section 4 may request that the qualification be determined anew for the assessment year by applying instead the condition stipulated in subparagraph 1 of section 5.

An employer who does not qualify for retrospective adjustment of its annual assessment for an assessment year but who becomes so qualified under section 4 after the date prescribed for notifying the Commission of the election contemplated in section 16, is deemed to have filed an application under the first paragraph, unless the employer has filed an application under section 5 for that year.

**7.** An application made by an employer under section 5 and under the first paragraph of section 6 must reach the Commission before December 15 of the year preceding the assessment year; the request is irrevocable for that assessment year from that date forward.

**8.** The qualifying threshold for the year prior to the year preceding 1999 is \$310,000.

For every subsequent year, the threshold shall be determined by applying the following formula, the result of which shall be rounded up to the nearest \$100:

$$\text{threshold for the year} = \frac{\text{threshold for the preceding year} \times \frac{\text{maximum yearly insurable earnings for the year}}{\text{maximum yearly insurable earnings for the preceding year}} \times \frac{\text{average general rate adjusted according to risk for the year}}{\text{average general rate adjusted according to risk for the preceding year}}}{1}$$

The average adjusted rate according to risk is the rate established by the Commission at the time of fixing the rate of assessment applicable to units of classification for an assessment year in accordance with section 304 of the Act.

### CHAPTER III RETROSPECTIVE ADJUSTMENT OF THE EMPLOYER'S ANNUAL ASSESSMENT

#### DIVISION I PROVISION OF GENERAL APPLICATION

**9.** The Commission shall retrospectively adjust an employer's annual assessment after the expiry of the reference period, in accordance with the rules stipulated in this Chapter.

#### DIVISION I DETERMINATION OF THE ADJUSTED ASSESSMENT

**10.** The Commission shall, in accordance with this Division, determine an employer's adjusted assessment by taking into account every industrial accident that has occurred and every occupational disease reported in that year and for which accidents and diseases the cost of benefits was imputed to the employer in full or in part.

##### §1. *Determination of the total cost*

**11.** For each accident and disease contemplated in section 10, the Commission shall determine the compensation cost in accordance with the rules stipulated in this Subdivision. The cost corresponds to the amount required to pay all benefits arising from the accident or disease with the exception of the portion imputed, under sections 327, 328 or 329 of the Act, to another employer, to the employers of one, several, or all the units or to the reserve provided for in subparagraph 2 of section 312 of the Act.

The Commission shall then apply, in accordance with this Subdivision, the factors that allow for the determination of the total cost of such accidents or diseases.

**12.** The compensation cost of an accident or disease contemplated in section 10 shall be determined as follows:

1) Add up the results obtained from performing the following calculations:

a) the total cost of rehabilitation benefits to which the worker is entitled under Chapter IV of the Act (with the exception of reimbursements made under s. 176 of the Act), the cost of medical aid benefits to which the worker is entitled under Chapter V of the Act for services rendered or items received during the reference period, and the cost of services provided by a health professional designated by the Commission under section 204 of the Act in respect of services rendered for that period.



b) the total income replacement indemnities to which the worker is entitled under Division I of Chapter III of the Act and which relate to a period included in the reference period;

c) the total lump sum death benefits to which the beneficiaries are entitled under the second paragraph of section 102 and under section 103 of the Act, where the minor child of the deceased worker reaches the age of majority in the reference period, notwithstanding that the decision granting such benefits has not yet become final;

d) the total amount of indemnities paid in the form of a pension to which the beneficiaries are entitled under section 101 and the first paragraph of section 102 of the Act and which relate to a period included in the reference period;

e) the total expenditures repayable under section 111 of the Act for services rendered or items received in the reference period;

f) the total amount of all other indemnities to which beneficiaries are entitled under Division III of Chapter III of the Act where the death occurred during the reference period, notwithstanding that the decision granting the indemnities has not yet become final;

g) the total amount of other indemnities to which the beneficiaries are entitled under Division IV of Chapter III of the Act for services rendered or items received during the reference period, or, in the case of a benefit contemplated in section 116 of the Act, where the date on which the assessments are payable falls within the same period.

2) multiply the results obtained in subparagraph 1 by the applicable factor determined under Division III of Schedule 3;

3) add the result obtained in subparagraph 2, the total indemnities for bodily injuries to which the beneficiaries are entitled under Division II of Chapter III of the Act where the initial decision granting the indemnities was rendered during the reference period, notwithstanding that the decision has not yet become final, and the reimbursements made under section 176 of the Act made during the reference period.

The interest applicable to the benefits shall not be taken into account for the purpose of the first paragraph.

**13.** The compensation cost determined in accordance with section 12 shall be increased by the amount obtained by multiplying the cost by the unit share for the

unit in which the employer is classified. The unit share is established by applying the following formula:

$$\text{unit share} = \frac{\text{aggregate compensation cost determined on the basis of the cost of benefits imputed to all employers in the employer's unit or to all employers in the several units of which the employer's unit forms a part, excluding the cost of benefits imputed to employers in all units}}{\text{aggregate compensation cost determined on the basis of the cost of benefits imputed to each employer in the unit in which the employer is classified}}$$

**14.** The total cost of an accident or disease contemplated in section 10 is obtained by applying the following formula which allows for the coverage of financial requirements apportioned by the Commission according to risk at the time of fixing the rates applicable to the classification units for the assessment year pursuant to section 304 of the Act, which financial requirements are established on the basis of the Commission's financial statements, excluding however, the costs related to the distribution of surpluses or the recovery of deficits financed according to risk if such surpluses and deficits were previously considered in retrospective adjustments for prior years. The formula also allows for the coverage of the amount required to finance the employer's portion of the cost of benefits imputed to employers in all units, the taking into account of corrections to retrospective adjustments of qualifying employers and ensures equitable apportionment of assessments between those employers who qualify for retrospective adjustment of their assessments and other employers:

$$\text{total cost of an accident or disease} = \text{cost of compensation as increased under section 13} \times \text{factor established by the Commission after actuarial valuation}$$

**§2.** *Application of the assumption limit of the total cost*

**15.** For the purpose of determining the employer's adjusted assessment, the total cost of an accident or disease contemplated in section 10 shall not exceed the assumption limit elected by the employer or determined in accordance with this Subdivision.

**16.** An employer who qualifies for retrospective adjustment of its assessment or who requests that it so qualify pursuant to section 5 in respect of an assessment year, must forward to the Commission by December 15 of the year preceding the assessment year, a notice stating that, in respect of that assessment year, the employer elects to assume the total cost of benefits payable in respect of an accident or disease contemplated in section 10, up to a limit per claim of 1½, 2, 2½, 3, 4, 5, 6, 7, 8 or 9 times the maximum yearly insurable earnings for the assessment year.



Failing such notice, the employer is deemed to have elected the limit of 1½, 2, 2½, 3, 4, 5, 6, 7, 8 or 9 times the maximum yearly insurable earnings for the assessment year, on the basis of the election applicable to the preceding year. However, where no such limit applied to the employer for that year, it is deemed to have elected a limit equal to 1½ times the maximum yearly insurable earnings.

**17.** Where an employer does not qualify for retrospective adjustment of its annual assessment for an assessment year but who subsequently so qualifies for that year after the deadline prescribed for notifying the Commission of the employer's election, the employer is deemed to have elected a limit of 1½ times the maximum insurable earnings for that assessment year. However, where the employer qualified for retrospective assessment of its assessment for the year preceding the assessment year, the employer is then deemed to have elected a limit equal to 1½, 2, 2½, 3, 3½, 4, 5, 6, 7, 8, or 9 times the maximum insurable earnings, on the basis of the election applicable to the previous year.

**18.** Notice given under section 16 is irrevocable in respect of an assessment year from December 15 of the year preceding the assessment year.

### §3. Calculation of the risk-related portion of the adjusted assessment

**19.** The Commission shall calculate the risk-related portion of the employer's adjusted assessment by totaling the following items:

- 1) the total cost of the accidents and diseases contemplated in section 10 as limited under Subdivision 2;
- 2) the cost of insurance determined by applying the following formula:

$$\text{cost of insurance} = \frac{\text{product obtained by multiplying the insurable wages earned by the employer's workers during the assessment year by the risk-related portion of the rate applicable to the employer for that year pursuant to section 305 of the Act}}{100} \times \text{insurance premium determined for the assessment year pursuant to section 314 of the Act}$$

Notwithstanding the foregoing, the total amount may not exceed 1½ times the product obtained by multiplying the insurable wages earned by the employer's workers during the assessment year by the risk-related portion of the rate applicable to the employer for that year pursuant to section 305 of the Act.

### §4. Calculation of the adjusted assessment

**20.** The Commission shall determine the employer's adjusted assessment by totaling the following items:

- 1) the risk-related portion of the employer's adjusted assessment as calculated under section 19;
- 2) the portion of the employer's adjusted assessment that is used to finance the joint sector-based associations insofar as applicable to the employer;
- 3) the employer's portion of the cost of the financial requirements not apportioned according to risk, which portion shall be determined by applying the following formula:

$$\frac{\text{insurable earnings earned by the employer's workers during the assessment year}}{100} \times \text{the factor established by the Commission after actuarial valuation and which reflects the financial requirements not apportioned according to risk}$$

**21.** For the purposes of this Chapter and Chapter IV, in respect of the employers to which a specific unit rate applies, the cost of requirements not financed by the rate is excluded from the cost of the financial requirements considered in applying the provisions contained in this Chapter.

## DIVISION II CALCULATION OF THE RETROSPECTIVE ADJUSTMENT OF THE ASSESSMENT

**22.** The Commission shall calculate the employer's retrospective adjustment of the assessment by calculating the difference between the assessment adjusted in accordance with section 20 and the assessment calculated using the rate applicable to the employer under section 305 of the Act for the assessment year, by taking into account, where applicable, the provisional adjustments provided for in Chapter IV.

## CHAPTER IV PROVISIONAL ADJUSTMENTS

### DIVISION I INITIAL PROVISIONAL ADJUSTMENT

**23.** The Commission shall, upon the expiry of the second year of the reference period, provisionally adjust an employer's assessment by performing the calculations stipulated in Chapter III, taking into account the following distinctions:

1) in applying section 12, the compensation cost is the cost determined for the first two years of the reference period, and, for the purposes of subparagraph 2 of that section, the applicable factor is the factor determined under Division I of Schedule 1. The cost is calculated on the basis of information for those years that is available on January 31 of the year following the second year of the reference period; and

2) in applying section 14, the formula also ensures that the aggregate risk-related portion of the adjusted assessment of all employers who qualify for retrospective adjustment of their assessments for that year approximates the total amount that the Commission anticipates receiving at the time of the retrospective adjustment.

## **DIVISION II** **SECOND PROVISIONAL ADJUSTMENT**

**24.** The Commission shall, upon the expiry of the third year of the reference period, provisionally adjust an employer's assessment at the request of the employer by performing the calculations stipulated in Chapter III, taking into account the following distinctions and the provisional adjustment provided for in section 23:

1) in applying section 12, the compensation cost is the cost determined for the first three years of the reference period, and, for the purposes of subparagraph 2 of that section, the applicable factor is the factor determined under Division II of Schedule 1. The cost is calculated on the basis of information for those years that is available on January 31 of the year following the third year of the reference period; and

2) in applying section 14, the formula also ensures that the aggregate risk-related portion of the adjusted assessment of all employers who qualify for retrospective adjustment of their assessment for that year approximates the total amount that the Commission anticipates receiving at the time of the retrospective adjustment.

An application made by an employer under this section must reach the Commission before December 15 of the third year of the reference period and is irrevocable from that date forward.

## **CHAPTER V** **BANKRUPTCY OF AN EMPLOYER OR** **DISCONTINUANCE OF AN EMPLOYER'S** **BUSINESS**

### **DIVISION I** **BANKRUPTCY OF AN EMPLOYER**

**25.** The bankruptcy of an employer that occurs within the first 21 months of the reference period renders the employer ineligible for retrospective adjustment of its assessment for the assessment year, and, accordingly, the employer shall be assessed for that year at the rate that would otherwise have applied to the employer pursuant to section 305 of the Act.

**26.** The Commission shall calculate the retrospective adjustment of the assessment of an employer who qualifies for an adjustment for an assessment year and whose bankruptcy occurs after the 21st month of the reference period in accordance with the rules stipulated in this Division on the basis of the date the bankruptcy occurred.

**27.** Where the bankruptcy of an employer occurs:

1) after the 21st month of the reference period, retrospective adjustment of the assessment for the assessment year shall be calculated upon the expiry of the second year of the reference period, in accordance with section 23. In the event that the Commission has already made an initial provisional adjustment, such adjustment shall constitute retrospective adjustment of the assessment;

2) after the 33rd month of the reference period, retrospective adjustment of the assessment for the assessment year shall be calculated upon the expiry of the third year of the reference period, in accordance with section 24, notwithstanding that the employer has not requested a second provisional adjustment. In the event that the Commission has already made the second provisional adjustment, such adjustment shall constitute retrospective adjustment of the assessment;

3) after the 45th month of the reference period, the retrospective adjustment of the assessment for the assessment year shall be calculated upon the expiry of the reference period, in accordance with section 22, if the adjustment has not already been made.

## DIVISION II DISCONTINUANCE OF EMPLOYER'S OPERATIONS

**28.** An employer who no longer employs any workers because its operations have been discontinued may request that the Commission apply all the rules prescribed in this Division.

An application made by an employer under this section must reach the Commission no later than the sixtieth day following the date of the discontinuance of the employer's operations, and is irrevocable from that date forward.

**29.** An employer who makes an application under section 28 does not qualify for retrospective adjustment of its assessment for the assessment year and shall be assessed for that year at the rate that would otherwise have applied under section 305 of the Act where the discontinuance of its operations occurs within the first 21 months of the reference period.

**30.** The Commission shall calculate the retrospective adjustment of the assessment of an employer who has applied under section 28, who qualifies for adjustment for a given assessment year and where the discontinuance of its operations occurs after the 21st month of the reference period, in accordance with the rules prescribed in this Division, on the basis of the date on which the discontinuance occurred.

**31.** Where the discontinuance of the employer's operations occurs:

1) after the 21st month of the reference period, retrospective adjustment of the assessment for the assessment year shall be calculated after the expiry of the second year of the reference period by totaling the initial provisional adjustment calculated in accordance with section 23 and the amount corresponding to 15 % of the product obtained by multiplying the insurable wages earned by its workers during the assessment year by the risk-related portion of the rate applicable to it for that year pursuant to section 305 of the Act. The total amount may not exceed  $1\frac{1}{2}$  times the product thus obtained;

2) after the 33rd month of the reference period, retrospective adjustment of the assessment for the assessment year shall be calculated after the expiry of the third year of the reference period by totaling the second provisional adjustment calculated in accordance with section 24 and the amount corresponding to 10 % of the product obtained by multiplying the insurable wages earned by its workers during the assessment year by the risk-related portion of the rate applicable to it for that

year pursuant to section 305 of the Act. The total amount may not exceed  $1\frac{1}{2}$  times the product thus obtained;

3) after the 45th month of the reference period, the retrospective adjustment of the assessment for the assessment year shall, if the adjustment has not already been made, be calculated in accordance with section 22 after the expiry of the reference period.

## CHAPTER VI GROUP OF EMPLOYERS

### DIVISION I PARENT CORPORATION AND ITS SUBSIDIARY

**32.** In this Division,

"control" means to hold shares, other than as a creditor, representing more than 50 % of the votes needed to elect a majority of the directors of a corporation;

"group" means a parent corporation and its subsidiaries;

"parent corporation" means a corporation that is not a subsidiary, and that controls, either directly or through its subsidiaries, each of the corporations forming a group;

"subsidiary" means a corporation controlled by a parent corporation directly or through subsidiaries.

**33.** For an assessment year, employers forming a group may file an application to be considered a single employer for the purpose of retrospective adjustment of the assessment.

**34.** The application referred to in section 33 shall be filed by all the employers in the group using the form in Schedule 2.

The application shall be accompanied by the following documents:

(1) a resolution from each employer in the group authorizing the application and designating one person to sign the application on the employer's behalf;

(2) a resolution from the parent corporation authorizing the application filed by its subsidiaries, if the parent corporation is not an employer;

(3) a resolution from the parent corporation or a sworn statement by an officer of that corporation attesting to the composition of the group and to its control of its subsidiaries; the resolution or statement may not be dated prior to August 1 of the year preceding the assess-

ment year and shall attest to the composition and to the control on the date of the resolution or statement.

**35.** Within 45 days following the request from the Commission to that effect, a group of employer shall send the Commission a security in the form in Schedule 3, signed by all the employers in the group, whereby they solidarily stand surety for each other respecting the assessment due by the group, including the adjustments, to a maximum of 50 % of the amount corresponding to the sum of the product of the estimated insurable wages for each employer in the group for the assessment year multiplied by the risk-related portion of the assessment rate applicable to the employer under section 305 of the Act for the year preceding the assessment year, and any interest due to the Commission. The parent corporation shall, even when it is not an employer, sign the security.

Notwithstanding the foregoing, an employer is not required to stand surety for another member of the group where the employer is prohibited from doing so by the Act under which it was incorporated.

Failure by the group to submit the security, as well as any other document required under this Regulation, to the Commission within the prescribed time limit shall result in revocation of the application filed under section 33.

**36.** The group may, in order to take into account the security required under section 35, submit to the Commission an insurance contract, a security contract or a guarantee contract of a legal person governed by the Bank Act (R.S.C., 1985, c. B-1), the Quebec Savings Banks Act (R.S.C., 1970, c. B-4), the Savings and Credit Unions Act (R.S.Q., c. C-4.1), the Act respecting trust companies and savings companies (R.S.Q., c. S-29.01), the Act respecting Insurance (R.S.Q., c. A-32) or the Canadian and British Insurance Companies Act (R.S.C., 1979, c. I-15), whereby the person undertakes to pay the contribution due by the group, including adjustments, to a maximum of 50 % of the amount corresponding to the sum of the product of the estimated insurable wages for each employer in the group for the assessment year multiplied by the employer's risk-related portion of the assessment rate applicable to it pursuant to section 305 of the Act for the year preceding the assessment year, and any interest due to the Commission.

The contract shall remain in force until the expiration of the second year following the year of retrospective adjustment of the assessment provided for in section 22.

**37.** The application referred to in section 33 shall be filed with the Commission prior to October 1 of the year preceding the assessment year and is irrevocable from January 1 of the assessment year.

The Commission shall rule on the admissibility of the application on the basis of the information included therein on September 30 of the year preceding the assessment year and on the information that the Commission has in its possession at the time.

**38.** For the purposes of this Chapter, a subsidiary in bankruptcy or being wound up at the time of the application provided for in section 33, is regarded as not controlled by its parent corporation.

**39.** An employer who, after the date of the resolution or statement prescribed in subparagraph 3 of the second paragraph of section 34, becomes a subsidiary of the parent corporation of a group of employers who have filed an application under section 33 is considered part of the group for that year for the assessment year from the date on which the employer becomes a subsidiary. The same applies to a subsidiary that later becomes an employer, from the same date.

The election made by the group under Subdivision 2 of Division I of Chapter III is applicable to the employer.

**40.** An employer who has filed an application under section 33 and who ceases to be controlled by the parent corporation after the date of the resolution or statement prescribed in subparagraph 3 of the second paragraph of section 34 is no longer considered part of the group, from the date on which the employer ceases to be so controlled.

If the employer then qualifies for retrospective adjustment of the assessment under section 4 for the assessment year, it is then considered to have elected the assumption limit applicable to the group unless the employer sends to the Commission the notice provided for in section 16 within the prescribed period.

**41.** A group of employers that qualifies for or is subject to retrospective adjustment of the assessment pursuant to an application filed under section 33 and that ceases to qualify for or be subject thereto for a year may not file a new application under that section before the expiry of a 5-year period from that year.

Notwithstanding the foregoing, the first paragraph does not apply to a group of employers that ceases to qualify for or be subject to retrospective adjustment because it no longer satisfies the requirements stipulated in section 4, except if it does not file an application under section 33 for a year as soon as it meets again the requirements provided for in section 4.

**42.** A group of employers that qualifies for or is subject to retrospective adjustment of the assessment for a given year pursuant to an application filed under section 48 and that ceases to so qualify or be subject thereto for a year may not file an application under section 33 before the expiry of a 5-year period from that year.

**43.** A group of employers that qualifies for or is subject to retrospective adjustment of the assessment pursuant to an application filed under section 48 may not file an application under section 33 before the expiry of a 5-year period during which it continually qualified therefor or was continually subject thereto, pursuant to an application filed under section 48.

Notwithstanding the first paragraph, a group of employers that qualifies for or is subject to retrospective adjustment of the assessment pursuant to an application filed under section 48 and that may not, for a year, submit an application under that section because it cannot form subgroups, including a residual subgroup where applicable, or because it cannot form more than one subgroup, including the residual subgroup, reaching the threshold for the year prior to the year preceding the assessment year, may file an application under section 33 for that year, and, if it qualifies for or is subject to retrospective adjustment, it is considered, for the purpose of the first paragraph, to have qualified for or been subject thereto for that year pursuant to an application filed under section 48.

Notwithstanding the foregoing, as soon as the group referred to in the second paragraph can form subgroups again for a given year, including a residual subgroup where applicable, or form more than one subgroup, including the residual subgroup, reaching the threshold for the year prior to the year preceding the assessment year, for one year, it shall file an application under section 48 for the same year, unless the period prescribed in the first paragraph has expired.

A group of employers that qualifies for or is subject to retrospective adjustment of the assessment pursuant to an application filed under section 48 and that may not, for one year, qualify for retrospective adjustment of the assessment pursuant to applications filed under sections 33 and 48 is, for the purpose of the first paragraph, considered to have so qualified or been subject thereto for that year pursuant to an application filed under section 48, except if that group does not file an application under that section 48 for one year, as soon as it can form subgroups again, including a residual subgroup where applicable, or form more than one subgroup, including the residual subgroup, reaching the threshold for the year prior to the year preceding the assessment year, or if it does not file an application, for one year, under

section 33 in compliance with the second paragraph as soon as it meets the requirements of section 4.

For the purposes of this section, any group having the same parent corporation as the group that ceased to qualify for or be subject to retrospective adjustment is deemed to be the same group.

A parent corporation is deemed to be the same parent corporation as that of a group that previously qualified for or was subject to retrospective adjustment, if it is controlled by the same person or group of persons or by related persons or related groups within the meaning of sections 17 to 21 of the Taxation Act (R.S.Q., c. I-3) with the exception of paragraph b of section 20 of that Act.

**44.** Employers considered one and the same employer for the purpose of retrospective adjustment of the assessment for a given year shall furnish, prior to March 1 of the following year, a certificate from an outside auditor attesting to the composition of the group, to the parent corporation's control of its subsidiaries during the assessment year, and to any change in the group having occurred during that given year.

**45.** A group that files an application under section 33 is regarded as having filed an application under section 5. The group is not entitled to have its qualification for retrospective adjustment of its assessment determined on the basis of subparagraph 1 of section 5.

Section 6 does not apply to a group.

**46.** For the purpose of apportioning the retrospectively adjusted assessment among the employers in the group, the Commission shall calculate the adjusted assessment of each employer.

The risk-related portion of each employer's adjusted assessment is then multiplied by the result obtained by applying the following formula:

$$\frac{\text{risk-related portion of the group's adjusted assessment}}{\text{aggregate risk-related portions of the adjusted assessment of each employer in the group}}$$

## DIVISION II SECOND-LEVEL PARENT CORPORATION AND ITS SUBSIDIARIES

**47.** In this Division,

“control” means to control as defined in section 32;

“group” means a group as defined in section 32;



“parent corporation” means a parent corporation as defined in section 32;

“residual subgroup” means a parent corporation and the corporations it controls directly or indirectly and that are not part of a subgroup;

“second-level parent corporation” means a corporation controlled directly by the parent corporation and that controls, either directly or through its subsidiaries, each of the corporations forming a subgroup;

“subgroup” means a second-level parent corporation and its subsidiaries;

“subsidiary” means a corporation controlled by a second-level parent corporation directly or through its subsidiaries.

**48.** For an assessment year, employers belonging to the same group may form subgroups, including a residual subgroup where applicable, and may file an application requesting that each subgroup of employers, and the residual subgroup of employers thus formed where applicable, be considered one and the same employer for the purpose of retrospective adjustment of the assessment.

**49.** The application referred to in section 48 shall be filed by all the employers in the group in the form in Schedule 4.

**50.** First, when filing an application, the employers forming a subgroup not reaching the qualifying threshold referred to in section 4 for the year prior to the year preceding the assessment year or, 75 % of the threshold in the case contemplated in subparagraph 2 of section 5, shall be grouped with the employers of the residual subgroup, if any.

Secondly, the employers of the residual subgroup not reaching the threshold for the year prior to the year preceding the assessment year or, where applicable, 75 % of the threshold, shall be grouped with the employers of a subgroup reaching the threshold or, where applicable, 75 % of the threshold.

**51.** When filing an application, if there is no residual subgroup, the employers of a subgroup not reaching the qualifying threshold or, where applicable, 75 % of the threshold, shall be grouped with the parent corporation that is an employer.

If the subgroup formed under the first paragraph does not reach the threshold for the year prior to the year preceding the assessment year or, where applicable, 75 %

of the threshold, all the employers of that subgroup shall be grouped with the employers of a subgroup reaching the threshold or, where applicable, 75 % of the threshold.

**52.** When filing an application, if no residual subgroup or parent corporation is an employer, the employers in a subgroup not reaching the qualifying threshold for the year prior to the year preceding the assessment year or, where applicable, 75 % of the threshold, shall be grouped in a single subgroup if there are several subgroups.

If only one subgroup not reaching the threshold or, where applicable, 75 % of the threshold, or if the subgroup formed under the first paragraph does not reach the threshold or, where applicable, 75 % of the threshold, all the employers of any of those subgroups shall be grouped with the employers of a subgroup reaching the threshold or, where applicable, 75 % of the threshold.

**53.** Subject to the first paragraph of section 51, the parent corporation that is an employer when the application referred to in section 48 is submitted shall be grouped, if there is no residual subgroup, with a subgroup reaching the qualifying threshold for the year prior to the year preceding the assessment year or, where applicable, 75 % of the threshold.

**54.** The parent corporation that is not an employer when the application referred to in section 48 is submitted shall, if there is no residual subgroup reaching the qualifying threshold for the year prior to the year preceding the assessment year or, where applicable, 75 % of the threshold, designate the subgroup reaching the threshold or, where applicable, 75 % of the threshold, and with which the parent corporation will form a group if it later becomes an employer.

**55.** The parent corporation shall designate, through a resolution, one and the same subgroup reaching the qualifying threshold for the year prior to the year preceding the assessment year or, where applicable, 75 % of the threshold, for the purposes of the second paragraph of section 50, the second paragraph of section 51, the second paragraph of section 52 and sections 53 and 54.

The subgroup designated under the first paragraph is deemed to be the subgroup designated for the purposes of the second paragraph of section 50, the second paragraph of section 51, the second paragraph of section 52 and sections 53 and 54 for the three following consecutive years when such designation is necessary, except if that subgroup no longer reaches the threshold for the year prior to the year preceding the assessment year or, where applicable, 75 % of the threshold.



For the purposes of the second paragraph, any subgroup of employers having the same second-level parent corporation as the designated subgroup is deemed to be the same subgroup as the designated subgroup.

A second-level parent corporation is deemed to be the same second-level parent corporation as that of the designated subgroup if it controls, directly or through subsidiaries, the second-level parent corporation of the designated subgroup.

**56.** The application referred to in section 48 shall be accompanied by the following documents:

(1) a resolution from each of the employers in the group authorizing the application and designating one person to sign the application on the employer's behalf;

(2) a resolution from the parent corporation authorizing the application filed by the employers where the parent corporation is not itself an employer;

(3) a resolution from the parent corporation or a sworn statement by an officer of that corporation attesting to the composition of the group, of each subgroup and of the residual subgroup as well as to the parent corporation's control of each corporation in the group and to the second-level parent corporation's control of its subsidiaries; the resolution or statement may not be dated prior to August 1 of the year preceding the assessment year and shall attest to the composition and to the control on the date of the resolution or statement;

(4) if necessary, a resolution from the parent corporation designating a subgroup reaching the qualifying threshold for the year prior to the year preceding the assessment year, in accordance with the first paragraph of section 55.

**57.** The application referred to in section 48 shall be filed with the Commission before October 1 of the year preceding the assessment year and is irrevocable from January 1 of the assessment year.

Subject to the following provisions, the Commission shall rule on the admissibility of the application on the basis of the information included therein on September 30 of the year preceding the assessment year and on the basis of information in the possession of the Commission at that time.

Within 45 days following the request by the Commission to that effect, each subgroup of employers, and, where applicable, the residual subgroup of employers, shall send the Commission a security in the form in Schedule 5, signed by all the employers in the subgroup

or in the residual subgroup, whereby they solidarily stand surety for each other respecting the assessment due by the subgroup or the residual subgroup, including adjustments, up to a maximum of 50 % of the amount corresponding to the sum of the product of the estimated insurable wages for each employer in the subgroup or residual subgroup for the assessment year multiplied by the risk-related portion of the assessment rate applicable to the employer under section 305 of the Act for the year preceding the assessment year, and any interest due to the Commission. The second-level parent corporation shall, even when it is not an employer, sign the security of the subgroup it is considered part of under section 64; the same applies to the parent corporation that is not an employer for the subgroup it is considered part of under section 65.

Notwithstanding the foregoing, an employer is not required to stand surety for another member of the subgroup or residual subgroup where the employer is prohibited from doing so by the Act under which it was incorporated.

Following the examination of the application, if a resolution from the parent corporation designating a subgroup reaching the qualifying threshold for the year prior to the year preceding the assessment year is required under the first paragraph of section 55, the resolution and any other document required by the Commission, shall be submitted within the period prescribed in the third paragraph.

The failure by a subgroup, the residual subgroup or the parent corporation to submit the documents required under this Regulation to the Commission within the period prescribed shall result in the revocation of the application filed under section 48.

**58.** The subgroup or residual subgroup may, in order to take into account the security provided for in section 57, submit to the Commission an insurance contract, a security contract or a guarantee contract of a legal person governed by the Bank Act (R.S.C., 1985, c. B-1), the Quebec Savings Banks Act (R.S.C., 1970, c. B-4), the Savings and Credit Unions Act (R.S.Q., c. C-4.1), the Act respecting trust companies and savings companies (R.S.Q., c. S-29.01), the Act respecting Insurance (R.S.Q., c. A-32) or the Canadian and British Insurance Companies Act (R.S.C., 1979, c. I-15), whereby the person undertakes to pay the contribution due by the group, including adjustments, to a maximum of 50 % of the amount corresponding to the sum of the product of the estimated insurable wages for each employer in the subgroup or residual subgroup for the assessment year multiplied by the risk-related portion of the assessment rate applicable to the employer under

section 305 of the Act for the year preceding the assessment year, and any interest due to the Commission.

This contract shall remain in force until the expiry of the second year following retrospective adjustment of the assessment provided for in section 22.

**59.** For the purposes of this Chapter, a corporation in bankruptcy or being wound up when the application provided for in section 48 is submitted is not considered to be controlled by its second-level parent corporation or its parent corporation.

**60.** An employer who, after the date of the resolution or statement prescribed in subparagraph 3 of section 56, becomes a subsidiary of a second-level parent corporation of a subgroup of employers is considered part of the same subgroup or residual subgroup as those employers for the assessment year from the date on which the employer becomes a subsidiary. The same applies to a subsidiary that later becomes an employer, from the same date.

The election made by the subgroup or residual group under Subdivision 2 of Division I of Chapter III is applicable to the employer.

Notwithstanding the foregoing, if the employer was already controlled by its parent corporation or was a subsidiary of another second-level parent corporation, it shall continue to be part of the same subgroup or residual subgroup to which it belonged for the assessment year.

**61.** Subject to the first paragraph of section 60 and section 64, an employer who, after the date of the resolution or statement prescribed in subparagraph 3 of section 56, becomes controlled by the parent corporation is considered part of the same subgroup or residual subgroup as the parent corporation for the assessment year from that date or is considered part of the subgroup designated by the parent corporation in accordance with section 54. The same applies to a corporation controlled by the parent corporation that later becomes an employer from the same date.

The election made by the subgroup or residual subgroup under Subdivision 2 of Division I of Chapter III is applicable to the employer.

**62.** An employer who, after the date of the resolution or statement prescribed in subparagraph 3 of section 56, ceases to be a subsidiary of a second-level parent corporation is no longer considered part of the subgroup or residual group to which it belonged, from the date on which the employer ceases to be so controlled.

Notwithstanding the foregoing, if the employer is still controlled by the parent corporation or becomes a subsidiary of another second-level parent corporation, it shall continue to be part of the subgroup or residual subgroup to which it belonged for the assessment year.

**63.** An employer who, after the date of the resolution or statement prescribed in subparagraph 3 of section 56, ceases to be controlled directly or indirectly by the parent corporation, is no longer considered part of the subgroup or residual subgroup to which it belonged from the date on which the employer ceased to be so controlled.

If the employer subsequently qualifies for or becomes subject to retrospective adjustment of the assessment for the assessment year under section 4, it is then deemed to have elected the limit applicable to the subgroup or the residual subgroup to which it belonged unless it sends to the Commission the notice provided for in section 16 within the prescribed period.

**64.** A second-level parent corporation that is not an employer when the application prescribed in section 48 is submitted and that later becomes an employer is then considered part of the same subgroup or residual subgroup as its subsidiaries from that date and for the assessment year. The election made by the subgroup or residual subgroup under Subdivision 2 of Division I of Chapter III applies to it.

**65.** A parent corporation that is not an employer when the application prescribed in section 48 is submitted and that later becomes an employer is, if there was a residual subgroup reaching the qualifying threshold for the year prior to the year preceding the assessment year when the application was submitted, considered part of the residual subgroup or, where applicable, the subgroup designated under the first paragraph of section 55, from that date and for the assessment year.

The election made by the subgroup or residual subgroup in accordance with Subdivision 2 of Division I of Chapter III is, in the case referred to in the preceding paragraph, accordingly applicable to the parent corporation.

**66.** A group of employers that, under this Division, qualifies for or is subject to retrospective adjustment of the assessment and that ceases to so qualify or be subject thereto for one year, may not file a new application under section 48 before the expiry of a 5-year period from that year.

The first paragraph does not apply to a group of employers that ceases to qualify for or be subject to

retrospective adjustment for one year because it cannot form subgroups, including a residual subgroup where applicable, or because it cannot form more than one subgroup, including the residual subgroup, reaching the qualifying threshold for the year prior to the year preceding the assessment year and that files an application under section 33 for that year and qualifies for or is subject to retrospective adjustment for that year.

Notwithstanding the foregoing, as soon as the group referred to in the second paragraph may, for one year, form subgroups again, including a residual subgroup where applicable, or form more than one subgroup, including the residual subgroup, reaching the qualifying threshold for the year prior to the year preceding the assessment year, it shall file an application under section 48 for the same year, failing which the exclusion provided for in the first paragraph will be applicable to it.

Notwithstanding the foregoing, the first paragraph no longer applies to a group of employers that ceases to qualify for or be subject to retrospective adjustment for one year because it may not qualify for or be subject thereto pursuant to applications filed under sections 33 and 48.

Subject to the third paragraph, as soon as the group of employers referred to in the fourth paragraph meets again, for one year, the requirements provided for in section 4, it shall file an application under section 33 for the same year, failing which the exclusion provided for in the first paragraph will be applicable to it.

**67.** Subject to the exceptions provided for in section 68, a group of employers that qualifies for or is subject to retrospective adjustment of the assessment for one year pursuant to an application filed under section 33, and that ceases to so qualify or be subject thereto for one year, may not file an application under section 48 before the expiry of a 5-year period from that year.

**68.** A group of employers that qualifies for or is subject to retrospective adjustment of the assessment pursuant to an application filed under section 33, may not file an application under section 48 before the expiry of a 5-year period during which it continuously so qualified or was subject thereto, pursuant to an application filed under section 33.

Notwithstanding the foregoing, the first paragraph does not apply to a group of employers that, when the initial application under section 33 was submitted, could not file an application under section 48 because it could not form subgroups, including a residual subgroup where applicable, or because it could not form more than one

subgroup, including the residual subgroup, reaching the qualifying threshold for the year prior to the year preceding the assessment year.

Notwithstanding the foregoing, as soon as the group referred to in the second paragraph can form subgroups, including a residual subgroup where applicable, for one year, or can form more than one subgroup, reaching the threshold for the year prior to the year preceding the assessment year, it shall file an application under section 48 for the same year, failing which the provisions of the first paragraph shall apply.

Notwithstanding the foregoing, a year for which a group of employers does not file an application under section 33 because it no longer meets the requirements prescribed in section 4 is, for the purposes of the first paragraph of this section, deemed to be a year during which a corporation qualifies for or is subject to retrospective adjustment pursuant to an application filed under section 33, except if that group does not file an application under that section as soon as it meets again the requirements prescribed in section 4, unless the period prescribed in the first paragraph has expired.

**69.** For the purposes of sections 66 to 68, any group having the same parent corporation as that of a group that ceased to qualify for or be subject to retrospective adjustment or having filed an application under section 33 is deemed to be the same group.

A parent corporation is deemed to be the same parent corporation as that of a group that previously qualified for or was subject to retrospective adjustment, if it is controlled by the same person or group of persons or by related persons or related groups within the meaning of sections 17 to 21 of the Taxation Act (R.S.Q., c. I-3), with the exception of paragraph b of section 20 of that Act.

**70.** Employers that qualify for or are subject to retrospective adjustment of the assessment for a given year pursuant to an application filed under section 48 shall furnish, prior to March 1 of the following year a certificate from an outside auditor attesting to the composition of the group, of each subgroup and the residual subgroup as well as to the parent corporation's control of the group corporations, to the second-level parent corporation's control of its subsidiaries during the assessment year, and to any change in a group, subgroup or residual subgroup having occurred during the year.

**71.** A group that files an application under 48 is regarded as having filed an application under section 5 with regard to a subgroup or residual subgroup. However, the group is not entitled to have the qualification

for retrospective adjustment of the assessment of that group or residual subgroup determined on the basis of subparagraph 1 of section 5.

Section 6 does not apply to a group with regard to a subgroup or residual subgroup.

**72.** For the purposes of apportioning the retrospectively adjusted assessment among the employers in the group or residual subgroup, the Commission shall calculate the adjusted assessment of each employer.

The risk-related portion of each employer's adjusted assessment is then multiplied by the result obtained by applying the following formula:

$$\frac{\text{risk-related portion of the adjusted assessment of the subgroup or residual subgroup}}{\text{aggregate risk-related portions of the adjusted assessment of each employer in the subgroup or residual subgroup}}$$

### DIVISION III HEALTH AND SOCIAL SERVICES PUBLIC INSTITUTIONS

**73.** In this Division,

“board of directors” means a board of directors established under sections 119 to 125, 127, or 128 of the Act respecting health services and social services (R.S.Q., c. S-4.2);

“group” means a set of institutions administered by the same board of directors; and

“institution” means a public institution covered by section 98 of the Act respecting health services and social services (R.S.Q., c. S-4.2).

**74.** For an assessment year, employers belonging to the same group may file an application to be considered a single employer for the purposes of retrospective adjustment of the assessment.

**75.** The application provided for in section 74 shall be filed by all the employers in the group in the form in Schedule 6.

The application shall be accompanied by the following documents:

(1) a resolution from the board of directors authorizing the filing of the application in respect of all the employers in the group and designating one person to sign the application on the group's behalf;

(2) a resolution from the board of directors, attesting to the composition of the group; the resolution shall not be dated prior to August 1 of the year preceding the assessment year and shall attest to the composition on the date of the resolution.

**76.** The application provided for in section 74 shall be filed with the Commission before October 1 of the year preceding the assessment year and is irrevocable from January 1 of the assessment year.

The Commission shall rule on the admissibility of the application on the basis of the information contained therein on September 30 of the year preceding the assessment year and on the basis of the information in the Commission's possession at that time.

**77.** An employer who, after the date of the resolution provided for in subparagraph 2 of section 75, comes under the administration of the board of directors of a group that has filed an application under section 74 is considered part of that group for the assessment year from the date on which such administration begins. The same applies to an institution that is administered by that board of directors and that subsequently becomes an employer, from the same date.

The election made by the group under Subdivision 2 of Division I of Chapter III is applicable to the group.

**78.** An employer who, after the date of the resolution provided for in subparagraph 2 of section 75, ceases to be administered by the board of directors of the group is no longer considered part of that group, from the date on which that administration ceases.

If the employer is thus subject to or qualifies for retrospective adjustment of the assessment under section 4 for the assessment year, it is accordingly regarded as having elected the limit applicable to the group unless the notice stipulated in section 16 reaches the Commission within the prescribed time limit.

**79.** A group of employers that qualifies for or is subject to retrospective adjustment of the assessment pursuant to an application filed under section 74 and that ceases to so qualify or be subject thereto for a year shall not file a new application under that section before the expiry of a 5-year period from that year.

Notwithstanding the foregoing, the first paragraph does not apply to a group of employers that ceases to qualify for or be subject to retrospective adjustment because it no longer meets the requirements provided for in section 4, unless it does not file an application under section 74, for one year, as soon as it again meets those requirements.

For the purpose of this section, any group having the same board of directors as the group that ceased to qualify for or be subject to retrospective adjustment is deemed to be the same group.

**80.** The employers in the group shall file, prior to March 1 of the year following the assessment year, a resolution of the board of directors attesting to the composition of the group during the assessment year and to any change in the group having occurred during that year.

**81.** A group that files an application under section 74 is regarded as having filed an application under section 5. However, the group is not entitled to have its qualification for retrospective adjustment of its assessment determined on the basis of subparagraph 1 of section 5.

Section 6 does not apply to a group.

**82.** For the purposes of apportioning the retrospectively adjusted assessment among the employers in the group, the Commission shall calculate the adjusted assessment of each employer.

The risk-related portion of each employer's adjusted assessments is then multiplied by the result obtained by applying the following formula:

$$\frac{\text{risk-related portion of the group's adjusted assessment}}{\text{aggregate risk-related portions of the adjusted assessment of each employer in the group}}$$

#### **DIVISION I**

##### **BANKRUPTCY OF AN EMPLOYER THAT IS PART OF A GROUP, SUBGROUP OR RESIDUAL SUBGROUP**

**83.** The bankruptcy of an employer that is part of a group, subgroup or residual subgroup contemplated in Divisions I and II and which bankruptcy occurs within the first 21 months of the reference period, renders the employer ineligible for retrospective adjustment of its assessment for the assessment year, and accordingly, it shall be assessed for that year at the rate that would otherwise have applied to it under section 305 of the Act.

Accordingly, the employer is considered never to have been part of the group, subgroup or residual subgroup for the purpose of calculating, for the assessment year, any adjustment of the assessment of the other employers in the group, subgroup or residual subgroup.

**84.** The Commission shall calculate the retrospective adjustment of the assessment of an employer who is part of a group, subgroup or residual subgroup for an assessment year and whose bankruptcy occurs after the 21st month of the reference period in accordance with the rules stipulated in sections 26 and 27, with the necessary changes being made.

The employer is accordingly considered never to have been part of the group, subgroup or residual subgroup for the purpose of calculating, for the assessment year, any adjustment of the assessment of the other employers in the group, subgroup or residual subgroup, subsequent to the adjustment made under the first paragraph.

**85.** Section 83 does not operate so as to reduce the obligations stipulated in the security signed by the employers in a group, subgroup or residual subgroup or the obligations in the security substituted for such security pursuant to sections 35, 36, 57 or 58.

#### **CHAPTER VII**

##### **FINAL AND TRANSITIONAL PROVISIONS**

**86.** Notwithstanding section 4, the employer who, for the 1999, 2000, 2001, 2002 and 2003 assessment years, does not satisfy the conditions stipulated in this section in order to qualify for retrospective adjustment of its assessment, may so qualify if it files an application with the Commission under section 5 and satisfies either of the conditions of that section or the following two conditions:

1) the employer must have qualified for retrospective adjustment of its assessment for at least one of the two years preceding the 1999 assessment year and, for the 2000 to 2003 assessment years, it must have qualified for the adjustment continuously from the 1999 assessment year up to the year preceding the assessment year; and

2) the product obtained by multiplying the insurable wages earned by the employer's workers during the year prior to the year preceding the assessment year by the unit rate in which the employer was classified for that prior year must be equal to or greater than the transitional threshold for the year prior to the year preceding the assessment year.

For the purposes of this section, the transitional threshold of the year prior to the year preceding 1999 is \$440,000 and is established for each subsequent year by applying the following formula and rounding up the result thus obtained to the nearest \$100:



$$\text{transitional threshold for the year} = \frac{\text{transitional threshold for the preceding year} \times \text{maximum yearly insurable earnings for the year}}{\text{maximum yearly insurable earnings for the preceding year}} \times \frac{\text{average provincial rate for the year}}{\text{average provincial rate for the preceding year}}$$

The average provincial rate for a given year is the rate calculated by the Commission at the time of fixing the assessment rates of classification units for that year under section 304 of the Act.

This section applies to a group of employers that files an application under sections 33, 48 or 74 even if they have not filed an application with the Commission under section 5.

**87.** For the 1999 assessment year, an employer who fails to send the notice provided for in Subdivision 2 of Division I of Chapter III is deemed to have elected an assumption limit equal to the product obtained by multiplying 3 by  $\frac{1}{2}$ , 1, 2 or 3, depending on the election made for 1998, and by the maximum yearly insurable earnings for 1999. However, where no assumption limit applied to an employer for 1998, that employer is deemed to have elected a limit equal to  $1\frac{1}{2}$  times the maximum yearly insurable earnings for 1999, for the 1999 assessment year.

**88.** For the 1999 assessment year, applications provided for in sections 33, 48, and 74 shall be filed no later than the forty-fifth day following the day of the coming into force of this Regulation and are irrevocable upon the expiry of the forty-five days or as of January 1, 1999, whichever of the two dates is the later.

**89.** For the 1999 assessment year, the notice stipulated in Subdivision 2 of Division II of Chapter III must reach the Commission before the forty-fifth day following the day of the coming into force of this Regulation or before December 15, 1998, whichever of the two dates is the later.

**90.** This Regulation replaces the Regulation respecting retroactive adjustment of the assessment enacted by Order-in-Council 262-90 of February 28, 1990. However, the replaced Regulation continues to apply to assessment years prior to the 1999 assessment year.

**91.** This Regulation has effect from the 1999 assessment year.

**92.** This Regulation comes into force on the day of its publication in the *Gazette officielle du Québec*.

## SCHEDULE 1

(ss. 12, 23 and 24)

### DIVISION I

1. For the purpose of section 23, the Commission shall determine the category applicable to the accident or disease from among the following categories and shall apply the corresponding factor indicated below:

1) Death: accident or disease resulting in death before the end of the second year of the reference period:

$$1 + (0.300 \times A);$$

2) Inactive: accident or disease that does not give rise to any income replacement indemnity in respect of the final quarter of the second year of the reference period:

$$1 + (0.200 \times A);$$

3) Active: accident or disease that gives rise to income replacement indemnities in respect of the final quarter of the second year of the reference period:

$$1 + (3.400 \times A);$$

where A corresponds to the coefficient determined by the Commission after actuarial valuation for the purposes of this Division to ensure that the factor takes into account the cost, on July 1 of the assessment year, of the employment injuries for that year as established on the basis of the Commission's financial statements and any corrections that may be made to the compensation cost of employment injuries outside the first two years of the reference period.

### DIVISION II

2. For the purpose of section 24, the Commission shall determine the category applicable to the accident or disease from among the following categories and shall apply the corresponding factor indicated below:

1) Death: accident or disease resulting in death before the end of the third year of the reference period:

$$1 + (0.210 \times B);$$

2) Inactive: accident or disease that does not give rise to any income replacement indemnity in respect of the third year of the reference period:

$$1 + (0.120 \times B);$$



3) Active: accident or disease that gives rise to income replacement indemnities in respect of the third year of the reference period:

*a)* where no income replacement indemnity relates to either one of the final two quarters of that year:

$$1 + (0.450 \times B);$$

*b)* where the income replacement indemnities relate to either one of the final two quarters of that year:

$$1 + (2.160 \times B);$$

where B corresponds to the coefficient determined by the Commission after actuarial valuation for the purposes of this Division to ensure that the factor takes into account the cost, on July 1 of the assessment year, of the employment injuries for that year as established on the basis of the Commission's financial statements and any corrections that may be made to the compensation cost of employment injuries outside the first three years of the reference period.

### DIVISION III

3. For the purposes of section 12, the Commission shall determine the category applicable to the accident or disease from among the following categories and shall apply the factor indicated below:

1) Death: accident or disease resulting in death before the end of the reference period:

$$1 + (0.150 \times C);$$

2) Inactive: accident or disease that does not give rise to any income replacement indemnity in respect of the final two years of the reference period:

$$1 + (0.100 \times C);$$

3) Active: accident or disease that gives rise to income replacement indemnities in respect of the final two years of the reference period:

*a)* where the income replacement indemnity relates to only one quarter of the two years:

$$1 + (0.275 \times C);$$

*b)* where the income replacement indemnities relate to two quarters of the two years:

$$1 + (0.450 \times C);$$

*c)* where the income replacement indemnities relate to three quarters of the two years:

$$1 + (0.625 \times C);$$

*d)* where the income replacement indemnities relate to four quarters of the two years:

$$1 + (0.800 \times C);$$

*e)* where the income replacement indemnities relate to five quarters of the two years:

$$1 + (0.975 \times C);$$

*f)* where the income replacement indemnities relate to six quarters of the two years:

$$1 + (1.150 \times C);$$

*g)* where the income replacement indemnities relate to seven quarters of the two years:

$$1 + (1.325 \times C);$$

*h)* where the income replacement indemnities relate to eight quarters of the two years:

$$1 + (1.500 \times C);$$

where C corresponds to the coefficient determined by the Commission after actuarial valuation for the purposes of this Division to ensure that the factor takes into account the cost, on July 1 of the assessment year, of the employment injuries for that year as established on the basis of the Commission's financial statements and any corrections that may be made to the compensation cost of employment injuries outside the reference period.

### DIVISION IV

4. For the purposes of this Schedule, "quarter" means:

1) the period commencing January 1 and terminating March 31;

2) the period commencing April 1 and terminating June 30;

3) the period commencing July 1 and terminating September 30;

4) the period commencing October 1 and terminating December 31.

5. For the purposes of this Schedule, an income replacement indemnity does not include an income replacement indemnity provided for in section 61 of the Act.

## SCHEDULE 2

(s. 33)

### APPLICATION TO FORM A GROUP FOR THE PURPOSE OF RETROSPECTIVE ADJUSTMENT OF THE ASSESSMENT

(Regulation respecting retrospective adjustment of the assessment)

The employers designated below apply to be considered one and the same employer for the purpose of retrospective adjustment of the assessment for the \_\_\_\_\_ assessment year.

They declare that they form a group within the meaning of Division I of Chapter VI of the Regulation respecting retrospective adjustment of the assessment.

They appoint \_\_\_\_\_ (insert name of employer) to inform the Commission of the employer's assumption limit elected under Subdivision 2 of Division I of Chapter III.

Designation of each corporation with the signature of the person authorized to sign the application:

“employer” \_\_\_\_\_  
(designation)

\_\_\_\_\_  
Signature  
(duly authorized person)

\_\_\_\_\_  
Date

“employer” \_\_\_\_\_  
(designation)

\_\_\_\_\_  
Signature  
(duly authorized person)

\_\_\_\_\_  
Date

## SCHEDULE 3

(s. 32)

### SECURITY

#### APPEARING:

\_\_\_\_\_, represented by \_\_\_\_\_,  
(name and address of parent corporation even if not an employer)  
duly authorized by a resolution of its board of directors attached hereto;

\_\_\_\_\_, represented by \_\_\_\_\_,  
(name and address of employer)  
duly authorized by a resolution of its board of directors attached hereto;

(as indicated above, list the names and addresses of all the employers in the group as well as the name of the person duly authorized under a resolution of the employer's board of directors and attach that resolution hereto)

#### DECLARING AS FOLLOWS:

The above corporations hereby bind themselves severally toward the Commission de la santé et de la sécurité du travail to pay the assessment up to a maximum of 50 % of the amount corresponding to the aggregate products obtained by multiplying the total estimated insurable wages for the assessment year for each employer in the group by the risk-related portion of the rate applicable to the employer under section 305 of the Act for the year preceding the assessment year, and any interest due to the Commission for the \_\_\_\_\_ assessment year if any of the parties hereto is the object of a certificate deposited with the clerk of the court of competent jurisdiction under section 322 of the Act.

An employer who ceases to form part of a group remains bound by the security for the assessment relating to the part of the year during which it formed part of the group.

An employer who is unable to stand surety for another member of the group because it is prohibited from so doing by the Act under which it was incorporated must indicate below the name of the member of the group in question:

\_\_\_\_\_ is unable to stand surety for  
(name of employer)

\_\_\_\_\_ is unable to stand surety for  
(name of member of the group)

\_\_\_\_\_ is unable to stand surety for  
(name of employer)

\_\_\_\_\_ is unable to stand surety for  
(name of member of the group)

The parties hereto waive the benefits of discussion and division.

IN WITNESS WHEREOF the parties have signed through their duly authorized representatives:

\_\_\_\_\_  
(name of the parent corporation)

Per: \_\_\_\_\_  
(signature of duly authorized person) (date)

\_\_\_\_\_  
(name of employer)

Per: \_\_\_\_\_  
(signature of duly authorized person) (date)

(name and signature of any other employers)

#### SCHEDULE 4

(s. 48)

#### APPLICATION TO FORM A GROUP FOR THE PURPOSE OF RETROSPECTIVE ADJUSTMENT OF THE ASSESSMENT

(Regulation respecting retrospective adjustment  
of the assessment)

The employers designated below, forming subgroups, including a residual subgroup where applicable, hereby request that each subgroup of employers, and the residual subgroup of employers thus formed where applicable, be considered one and the same employer for the purpose of retrospective adjustment of the assessment.

They declare that they form a group within the meaning of Division II of Chapter VI of the Regulation respecting retrospective adjustment of the assessment.

They appoint the following person to act as the group's representative with the Commission.

Name of the representative \_\_\_\_\_  
Title \_\_\_\_\_  
Corporation \_\_\_\_\_  
Legal entity No. \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_

Designation of employers in every subgroup and, where applicable, in the residual subgroup, with the signature of the person authorized to sign the application, and designation of the employer authorized to inform the Commission of the limit elected under Subdivision 2 of Division I of Chapter III. For each subgroup and residual subgroup, specify if it is the parent corporation or the second-level parent corporation.

#### Subgroup

“employer” \_\_\_\_\_  
(designation)

\_\_\_\_\_  
Signature Date  
(duly authorized person)

They designate the following employer \_\_\_\_\_  
\_\_\_\_\_ to inform the  
Commission of the election made under Subdivision 2  
of Division I of Chapter III.

#### Subgroup

“employer” \_\_\_\_\_  
(designation)

\_\_\_\_\_  
Signature Date  
(duly authorized person)

They designate the following employer \_\_\_\_\_  
\_\_\_\_\_ to inform the  
Commission of the election made under Subdivision 2  
of Division I of Chapter III.

#### Residual subgroup

“employer” \_\_\_\_\_  
(designation)

\_\_\_\_\_  
Signature Date  
(duly authorized person)

They designate the following employer \_\_\_\_\_  
\_\_\_\_\_ to inform the  
Commission of their election under Subdivision 2 of  
Division I of Chapter III.

#### SCHEDULE 5

(s. 54)

#### SECURITY

(Regulation respecting retroactive adjustment  
of the assessment)

**Subgroup (or residual subgroup where applicable)  
(Specify if it is the parent corporation or the  
second-level parent corporation that must sign this  
security notwithstanding that it is not an employer)**

APPEARING:

\_\_\_\_\_
represented by \_\_\_\_\_,
(name and address of employer)
duly authorized by a resolution of its board of directors
attached hereto;

\_\_\_\_\_
represented by \_\_\_\_\_,
(name and address of employer)
duly authorized by a resolution of its board of directors
attached hereto;

(as indicated above, list the names and addresses of
all the employers in the subgroup or, where applicable,
in the residual subgroup, as well as the name of the
person duly authorized under a resolution of the
employer's board of directors and attach that resolution
hereto)

DECLARING AS FOLLOWS:

The above corporations hereby bind themselves severally toward the Commission de la santé et de la sécurité du travail to pay the assessment up to 50 % of the amount corresponding to the aggregate products obtained by multiplying the total insurable wages for each employer in the subgroup or residual subgroup for the assessment year by the risk-related portion of the rate applicable to the employer under section 305 of the Act for the year preceding the assessment year, and any interest due to the Commission for the \_\_\_\_\_ assessment year if any of the parties hereto is the object of a certificate deposited with the clerk of the court of competent jurisdiction under section 322 of the Act.

An employer who ceases to form part of a subgroup, or, where applicable, of a residual subgroup, remains bound by the security for the assessment relating to the part of the year during which it formed part of the subgroup or residual subgroup.

An employer who is unable to stand surety for another member of the subgroup or the residual subgroup because it is prohibited from so doing by the Act under which it was incorporated must indicate below the name of the member of the subgroup or of the residual subgroup in question:

\_\_\_\_\_ is unable to stand surety for
(name of employer)

(name of member of the subgroup or
of the residual subgroup)

\_\_\_\_\_ is unable to stand surety for
(name of employer)

(name of member of the subgroup or
of the residual subgroup)

The parties hereto waive the benefits of discussion and division.

IN WITNESS WHEREOF the parties have signed through their duly authorized representatives:

(name of the corporation)

Per: \_\_\_\_\_ (date)
(signature of duly authorized person)

(name of employer)

Per: \_\_\_\_\_ (date)
(signature of duly authorized person)

(name and signature of any other employers)

SCHEDULE 6

(s. 71)

APPLICATION TO FORM A GROUP FOR THE PURPOSE OF RETROSPECTIVE ADJUSTMENT OF THE ASSESSMENT

(Regulation respecting retrospective adjustment of the assessment)

The employers designated below hereby apply to be considered as one and the same employer for the purposes of retrospective adjustment of the assessment for the \_\_\_\_\_ assessment year.

They declare that they form a group within the meaning of Division III of Chapter VI of the Regulation respecting retrospective adjustment of the assessment.

They appoint \_\_\_\_\_ (insert name of person) to inform the Commission of the assumption limit elected under Subdivision 2 of Division I of Chapter III.

Designation of each institution, with the signature of the person authorized to sign the application:

"institution": \_\_\_\_\_

"institution": \_\_\_\_\_

Signature of duly authorized person Date

**M.O., 1998****Order of the Minister of Municipal Affairs dated 24 September 1998 concerning the Regulation to amend the Regulation respecting protective equipment for the practice of ice hockey**

An Act respecting safety in sports  
(R.S.Q., c. S-3.1; 1997, c. 79)

THE MINISTER OF MUNICIPAL AFFAIRS,

CONSIDERING paragraph 3 of section 55 of the Act respecting safety in sports (R.S.Q., c. S-3.1) concerning standards relating to the equipment a person must use to practise a sport;

CONSIDERING section 55.2 of the Act which provides that the standards may vary according to the categories or classes of sports and of persons;

CONSIDERING that under section 12 of the Regulations Act (R.S.Q., c. R-18.1), a proposed regulation may be made without having been published as provided for in section 8 of that Act if the authority making it is of the opinion that the urgency of the situation requires it;

CONSIDERING that under section 18 of that Act, a regulation may come into force on the date of its publication in the *Gazette officielle du Québec* where the authority that has made it is of the opinion that the urgency of the situation requires it;

CONSIDERING that under sections 13 and 18 of that Act, the reason justifying the absence of prior publication and such coming into force shall be published with the regulation;

CONSIDERING that the Minister of Municipal Affairs is of the opinion that the urgency due to the following circumstances justifies the absence of prior publication and such coming into force:

— the purpose of the amendment to the Regulation respecting protective equipment for the practice of ice hockey is to allow players in Québec elite leagues to wear equipment better adapted to the style and calibre of play at that level and which does not compromise the career objectives of most of the players;

— the common wish of the associations and persons concerned, expressed through a task force set up by the Minister of Municipal Affairs and responsible for sports, is to allow players to wear that equipment during the next season, which begins in mid-September, and it is expedient to prevent the players of those leagues from breaking the law;

CONSIDERING that it is expedient to make the Regulation to amend the Regulation respecting protective equipment for the practice of ice hockey;

ORDERS:

THAT the Regulation to amend the Regulation respecting protective equipment for the practice of ice hockey, attached to this Order, be made.

Québec, 24 September 1998

RÉMY TRUDEL,  
*Minister of Municipal Affairs*

**Regulation to amend the Regulation respecting protective equipment for the practice of ice hockey<sup>(\*)</sup>**

An Act respecting safety in sports  
(R.S.Q., c. S-3.1, ss. 55, par. 3 and 55.2;  
1997, c. 79, s. 7)

**1.** The Regulation respecting protective equipment for the practice of ice hockey is amended by inserting the following after the words “Québec Major Junior Hockey League” in section 2:

“, the Ligue de hockey junior AAA du Québec or a hockey league only made up of players of 18 years of age or older and whose activities lead to a national championship approved by the Canadian Hockey Association and to which a safety regulation approved by the Minister responsible for the administration of the Act applies”.

**2.** Section 3 is revoked.

**3.** This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

2530

\* The Regulation respecting protective equipment for the practice of ice hockey, approved by Order in Council 36-92 dated 15 January 1992 (1992, *G.O.* 2, 809), was amended by a Regulation made by Order in Council 633-95 dated 10 May 1995 (1995, *G.O.* 2, 1481) and by a Regulation approved by Order in Council 45-97 dated 22 January 1997 (1997, *G.O.* 2, 793).





## Draft Regulations

### Draft Regulation

An Act respecting income security  
(R.S.Q., c. S-3.1.1)

#### Income security — Amendments

Notice is hereby given, in accordance with sections 10 and 13 of the Regulations Act (R.S.Q., c. R-18.1), that the Regulation to amend the Regulation respecting income security, the text of which appears below, may be made by the Government upon the expiry of 15 days following this publication.

The purpose of the draft Regulation is to make amendments to the income security scheme in order to improve the situation of the persons involved. In particular, they deal with an increase to the liquid assets excluded for families with dependent children, to the special benefits granted to sheltered adults to pay for their lodging, to the exemption for the value of a residence or farm in operation and to the work income excluded for benefit calculation purposes.

Under section 12 of the Regulations Act, the draft Regulation may be made within a period shorter than the 45-day period prescribed in section 11 of that Act, by reason of the urgency due to the following circumstances:

— the amendments made by the draft Regulation must come into force quickly so that the persons involved may benefit from the improvements to income security put forth by the draft Regulation as soon as possible.

To date, study of the matter has revealed a positive impact on income security beneficiaries.

Further information may be obtained by contacting Ms. Geneviève Bouchard, Director, Politiques de sécurité du revenu, 425, rue Saint-Amable, 4<sup>e</sup> étage, Québec (Québec) G1R 4Z1 (telephone: (418) 646-2564; fax: (418) 643-0019).

Any interested person having comments to make on the draft Regulation is asked to send them in writing, before the expiry of the 15-day period, to the Minister of State for Employment and Solidarity and Minister of

Employment and Solidarity, 425, rue Saint-Amable, 4<sup>e</sup> étage, Québec (Québec) G1R 4Z1.

LOUISE HAREL,  
*Minister of State for Employment and Solidarity  
and Minister of Employment and Solidarity*

### Regulation to amend the Regulation respecting income security<sup>(\*)</sup>

An Act respecting income security  
(R.S.Q., c. S-3.1.1, s. 91, 1st par., subpars. 5, 8, 9, 12, 13, 15, 21, 40 and 2nd par.; 1997, c. 57, s. 58)

**1.** Section 13 of the Regulation respecting income security is amended by substituting the amounts “\$200”, “\$300”, “\$200”, “\$300”, “\$200”, “\$300”, “\$300”, “\$300” and “\$300” for the amounts in the table under the heading “Excluded work”.

**2.** The amounts “\$200”, “\$200” and “\$200” are substituted for the amounts in section 14.1 in the table and under the heading “Work income excluded”.

**3.** The words “and amounts paid as national child benefit supplements, determined under C of the formula appearing in subsection 1 of section 122.61 of the Income Tax Act (Revised Statutes of Canada (1985), c. 1, 5th Supplement)” are inserted after the words “family benefits” in the third paragraph of section 20.

**4.** The word “minor” is inserted after the word “first” in the third paragraph of section 20.1.

**5.** The following is substituted for section 44:

“**44.** Special benefits shall be granted to a sheltered single adult or a sheltered family referred to in paragraph 7 of section 2, to pay for lodging, up to \$325 per month for 12 months from the month following that of admission to shelter.”

\* The Regulation respecting income security, made by Order in Council 922-89 dated 14 June 1989 (1989, *G.O.* 2, 2443) was last amended by the Regulations made by Orders in Council 619-98 dated 6 May 1998 (1998, *G.O.* 2, 1819), 821-98 dated 17 June 1998 (1998, *G.O.* 2, 2497), 912-98 dated 8 July 1998 (1998, *G.O.* 2, 2869) and 1035-98 dated 12 August 1998 (1998, *G.O.* 2, 3694), as well as by section 208 of Chapter 36 of the Statutes of 1998. For previous amendments, refer to the “Tableau des modifications et Index sommaire”, Éditeur officiel du Québec, 1998, updated to 1 March 1998.

**6.** Section 56 is amended

(1) by substituting the amounts “\$712”, “\$1037”, “\$1237”, “\$1061”, “\$1278” and “\$1478” for those indicated in the table;

(2) by substituting the amount “\$200” for the amount “\$3” in the second paragraph; and

(3) by substituting the following for the third paragraph:

“Notwithstanding the foregoing, in the case of a family comprising an adult member referred to in paragraphs 6.1 and 6.2 of section 2, that amount shall be \$323, which shall be increased by \$217 for the first dependent child and by \$200 for each subsequent child.

Those amounts shall also be increased by \$119 for any minor dependent child who receives an allowance for handicapped children under the Act respecting family benefits.

In the case of a single adult referred to in paragraph 4 of section 2 or in section 4, the amount shall be \$148.”

**7.** Section 64 is amended

(1) by substituting “\$80 000” for “60 000 \$” in the first paragraph; and

(2) by substituting the words “he enters into a family mediation process or initiates legal proceedings until the date a court rules on the right of ownership or, as the case may be, ratifies or homologates the agreement between the parties” for what follows the words “extending from the date on which” in subparagraph 3.1 of the first paragraph.

**8.** The second paragraph of section 68 is deleted.**9.** The following is inserted after section 68:

“**68.0.1** The amounts provided for in paragraph 2 of section 68 shall be increased for any minor dependent child by an amount determined as follows:

Adult(s)	Dependent children	Amount
1	1	\$325
1	2	\$525
2	1	\$217
2	2	\$417

Those amounts shall be increased by \$200 for the third minor dependent child and for each subsequent child.

Notwithstanding the foregoing, in the case of a family comprising an adult member referred to in paragraphs 6.1 and 6.2 of section 2, the amounts provided for in paragraph 2 of section 68 shall be increased by \$217 for the first minor dependent child and \$200 for each subsequent child.

Those amounts shall be increased by \$119 for any minor dependent child who receives an allowance for handicapped children under the Act respecting family benefits.

**68.0.2** The amounts provided for in paragraph 2 of section 68 shall be increased by \$147 for any dependent child of full age who attends a secondary-level educational institution in general education.”

**10.** Section 73 is amended

(1) by substituting the amounts “\$712”, “\$1037”, “\$1237”, “\$1061”, “\$1278” and “\$1478” for those indicated in the table in subparagraph 1 of the first paragraph;

(2) by substituting the following for the second clause of subparagraph 1 of the first paragraph:

“Those amounts shall be increased by \$200 for the third dependent child and for each subsequent child.

Those amounts shall also be increased by \$119 for any minor dependent child who receives an allowance for handicapped children under the Act respecting family benefits.”; and

(3) by substituting the following for what follows clause *b* of subparagraph 2 of the first paragraph:

“(c) add an amount determined as follows for each minor dependent child:

Adult(s)	Minor dependent children	Amount
1	1	\$325
1	2	\$525
2	1	\$217
2	2	\$417

That amount shall be increased by \$200 for the third minor dependent child and for each subsequent child.

That amount shall be increased by \$119 for any minor dependent child who receives an allowance for handicapped children under the Act respecting family benefits.”

**11.** The following is substituted for section 80.2:

“**80.2** The sharing of a dwelling unit resulting from a person’s need to receive constant care, within the meaning of subparagraph 5 of the first paragraph of section 16 of the Act, does not entail the reduction in benefits provided for in section 79. The same applies to a beneficiary eligible for the scale based on unavailability by reason of the presence of such person.”

**12.** The following is substituted for the address in section 106.2:

“Ministère de l’Emploi et de la Solidarité  
Centre de recouvrement  
Service des pensions alimentaires  
800, place D’Youville  
15<sup>e</sup> étage  
Québec (Québec)  
G1R 5Z6”.

**13.** This Regulation comes into force on 1 December 1998, except sections 1 and 2, which come into force on 1 January 1999.

2522

## Draft Regulation

Health Insurance Act  
(R.S.Q., c. A-29)

### Visual aids insured — 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 draft Regulation, the text of which appears below, may be made by the Government upon the expiry of 45 days following the date of this publication.

The purpose of the draft Regulation is to amend the provisions of the Regulation respecting visual aids insured under the Health Insurance Act, made by Order in Council 1403-96 dated 13 November 1996, in order to allow workers who allocate the visual aids to better meet the real needs of visually handicapped persons.

To that end, it proposes a review of the conditions for allocating computer aids intended for the blind or for those who have low eyesight based on the following principles:

— the allocation of technical aids adapted to persons who have low eyesight and who need computer aids in order to ensure the autonomous management of their property and pursue voluntary activities;

— the allocation of computers and technical aids adapted to young people in an academic environment who need those devices, first, to further their apprentice-

ship, second, to perfect it in order to support the development of their potential and, finally, to facilitate their access to the labour market;

— the allocation of computers and technical aids adapted to workers who need them to maintain their employment and their performance at work;

— the allocation of less performing devices to functionally blind persons which correspond nevertheless to their needs so that they be able to ensure the autonomous management of their property and pursue voluntary activities.

The draft Regulation makes an amendment to the prices of certain visual aids appearing in the list attached to the draft Regulation, including an increase in the cost for caring for a seeing-eye dog.

Study of the matter indicates that the program is completely reorganized in order to better support the needs of persons in their academic apprenticeship, vocational integration, ability to live independently at home and pursuit of voluntary activities. The draft Regulation updates the prices of certain aids to take into account the development of the market and technology.

Further information may be obtained by contacting Mr. Jean-L. Lefebvre by phone at (418) 682-5172 or by fax at (418) 643-7312 at the Régie de l’assurance-maladie du Québec, 1125, chemin Saint-Louis, Sillery (Québec) G1S 1E7, during the 45-day period.

Any interested person having comments to make on the matter is asked to send them in writing, before the expiry of the 45-day period, to the Minister of Health and Social Services, 1075, chemin Sainte-Foy, 15<sup>e</sup> étage, Québec (Québec) G1S 2M1.

JEAN ROCHON,  
*Minister of Health and Social Services*

## Regulation to amend the Regulation respecting visual aids insured under the Health Insurance Act\*

Health Insurance Act  
(R.S.Q., c. A-29, s. 3, 6th par., subpar. *h. 1*)

**1.** The Regulation respecting visual aids insured under the Health Insurance Act is amended in section 7

\* The regulation respecting visual aids insured under the Health Insurance Act, made by Order in Council 1403-96 dated 13 November 1996 (1996, *G.O.* 2, 4725) has nos previously been amended.

(1) by substituting the word “work” for the word “employment” in subparagraph 3 of the first paragraph; and

(2) by substituting the words “to begin a process of obtaining or returning to work or to advance in such work” for the words “to obtain or return to paid employment or to advance in such employment” and by substituting the word “work” for the word “employment” in subparagraph 4 of the first paragraph.

**2.** The Regulation is amended in section 10

(1) by striking out the second paragraph; and

(2) by substituting the following for the third and fourth paragraphs:

“The repair of a visual aid that is similar, with respect to its operation and price, to a visual aid appearing in a list in Chapter V of this Regulation is insured if the visual aid belongs to a visually handicapped person or if, before 12 December 1996, it was supplied and its cost was assumed by the Minister of Education, by a person, by a government agency or by a private organization but only if, at the time of the repair, the visually handicapped person would have been entitled to the visual aid appearing in a list in Chapter V, in accordance with the provisions of this Regulation.

The repair of a visual aid appearing in a list in Division I of Part II of Chapter V includes leveling, unless the visual aid was loaned under section 13 or 13.1.”

**3.** The Regulation is amended by substituting the following for section 11:

“**11.** Notwithstanding section 10, the repair of an insured visual aid, its component or its supplement is insured only where the cost of the repair, added to the total cost of the repairs made since it was purchased, totals not more than 100 % of its cost. The latter cost is the purchase cost of the visual aid to be repaired where the price of the visual aid that would replace it is a maximum price, and is the purchase cost of the visual aid that would replace it where the price of that new visual aid is an established price.

The same applies to the repair of a visual aid, its component or its supplement, where applicable, that is referred to in the second paragraph of section 10 or whose cost has already been reimbursed by the Board and that is listed in Part III of Chapter V.

Where the cost of the repair being considered, added to the total cost of the repairs made since the visual aid to be repaired was purchased, exceeds the limit provided

for in the first paragraph, only the replacement of the visual aid is insured in accordance with the provisions of this Regulation and in the cases provided for herein unless, upon presentation of a document required by the Board in accordance with section 46, the Board expressly authorizes such a repair.

For the purposes of this section, if the total cost of the repair includes the cost of leveling, the percentage not to be exceeded becomes 150 %.”

**4.** The Regulation is amended in section 12 by adding the following paragraph:

“A visual aid may be loaned only on the basis of a functional and clinical evaluation by a team of rehabilitation specialists from a recognized institution.”

**5.** The Regulation is amended by substituting the following for section 13:

“**13.** Notwithstanding sections 5 and 6, only the visual aids referred to below, with their listed components and supplements, where applicable, are insured in respect of a visually handicapped person who, according to the evaluation provided for in the second paragraph of section 12, must use reading, writing or mobility aids in order to read, write or move about autonomously in an unfamiliar environment:

(1) the reading, writing and mobility aids listed in Part I of Chapter V; and

(2) the outdated reading or writing computer aids for the “Print Magnification” method of communication listed in Subdivision II of Division IV of Part I of Chapter V.”

**6.** The Regulation is amended by inserting the following after section 13:

“**13.1** Notwithstanding sections 5 and 6, in addition to the visual aids referred to in section 13, the outdated reading or writing computer aids for the “Braille” and “Sound” methods of communication listed in Subdivision I of Division IV of Part I of Chapter V, with their listed components and supplements, where applicable, are insured only in respect of a visually handicapped person who is functionally blind and only on the condition that no reading aid and no writing aid listed in Divisions I and II of Part I of Chapter V adequately meets his reading and writing needs.

A visually handicapped person is functionally blind where he has a visual deficiency that, after correction by means of appropriate ophthalmic lenses, excluding special optic systems and additions of greater than 4 diopt-

ers, leaves only a visual acuity in each eye of less than 6/150 or a field of vision in each eye of less than 10o in the 180o or 90o meridians and that, in either case, renders the person incapable of making functional use of the types of visual aids for the "Print Magnification" method of communication.

Notwithstanding the foregoing, a visually handicapped person who, in conjunction with such a visual acuity, has fluctuating vision, a defective field of vision or sensitivity to contrast contributing significantly to his inability to read and write, or who has a degenerative pathology of the eye rendering him incapable of making functional use of the types of visual aids for the "Print Magnification" method of communication, is deemed to be functionally blind.

For the purposes of the first paragraph, if no visual aid listed in Subdivision I of Division IV of Part I of Chapter V is compatible with the equipment that the visually handicapped person possesses or is using, the "Screen Review Software" listed in Part II of Chapter V becomes insured in his respect.

**13.2** For the purposes of section 13, if no outdated reading or writing computer aids for the "Print Magnification" method of communication listed in Subdivision II of Division IV of Part I of Chapter V is compatible with the equipment that the visually handicapped person possesses or is using, the "Print Magnification Software" listed in Part II of Chapter V becomes insured in his respect."

**7.** The Regulation is amended by substituting the following for the first paragraph of section 14:

"**14.** Notwithstanding sections 5 and 6, but subject to section 13, only

(1) the reading or writing computer aids listed in Subdivision I of Division I of Part II of Chapter V; and

(2) the reading, writing and mobility aids listed in Division II of Part II of Chapter V;

with their listed components and supplements, where applicable, are insured in respect of a visually handicapped person who is capable of reading or writing and who, according to the evaluation provided for in the second paragraph of section 12, must use such a visual aid for any of the following purposes:

(1) to pursue recognized studies;

(2) where applicable, to learn to read or write within the scope of a literacy program recognized by the ministère de l'Éducation;

(3) to begin a process of obtaining or resuming work or to be able to advance in such work."

**8.** The Regulation is amended by substituting the following for section 15:

"**15.** Notwithstanding section 14, only the types of visual aids referred to below, with their listed components and supplements, where applicable, are insured in respect of a visually handicapped person who is not functionally blind and who, in paid work where he, like the persons doing similar work, is required to use a computer, begins a process of obtaining or resuming work, keeps his work or remains at work following a significant change in his work environment:

(1) "Voice Synthesizer";

(2) "Screen Reader Software";

(3) "Screen Reader Control Keyboard";

(4) "Colour Monitor";

(5) "Print Magnification Software";

(6) "Adjustable-Arm Support"."

**9.** The Regulation is amended in section 16 by substituting the following for the second paragraph:

"Notwithstanding the foregoing, a second visual aid of any of the types referred to below, or an additional component of or supplement to such a visual aid, is insured, in respect of any one visually handicapped person who is capable of reading, writing, or learning to read or write, only if it is demonstrated, by means of the evaluation provided for in the second paragraph of section 12, that the visual aid, its component or its supplement is required for the pursuit of activities related essentially to recognized studies or to paid work:

(1) "Closed-circuit Television System";

(2) "Braille";

(3) "Conventional Typewriter";

(4) "Recording and Listening Instrument";

(5) "Reading Support", not free-standing."

**10.** The Regulation is amended in section 17

(1) by substituting "in" for "in Subdivisions 2 and 3 of" in the first paragraph;



(2) by substituting the words “that division” for the words “those subdivisions” in the second paragraph;

(3) by substituting the following for the third paragraph:

“Similarly, a “Dedicated Braille Writing Computer System” and another type of visual aid for the “Braille” method of communication listed in Subdivision I of Division I of Part II of Chapter V, except for a “Conventional Printer”, are not insured simultaneously in respect of any one visually handicapped person;”; and

(4) by substituting “Dedicated Braille Writing Computer System” for “dedicated braille writing computer system” in the fourth paragraph.

**11.** The Regulation is amended in section 18 by substituting “Subdivision II” for “Subdivision 3”.

**12.** The Regulation is amended by substituting the following for section 19:

“**19.** Notwithstanding section 14, among the reading or writing computer systems listed in Subdivision I of Division I of Part II of Chapter V, only those referred to below are insured in respect of a visually handicapped person who is not functionally blind and is pursuing recognized elementary-level studies from the first to the sixth year:

- (1) “Screen Reader Software;
- (2) “Screen Reader Control Keyboard”;
- (3) “Voice Synthesizer”;
- (4) “Print Enlargement Software”;
- (5) “Colour Monitor”, 17-inch or 19-inch;
- (6) “Adjustable-Arm Support”.

Similarly, the reading or writing computer systems, with their listed components and supplements, where applicable, that appear among the types of visual aids listed in Subdivision I of Division I of Part II of Chapter V become insured where a visually handicapped person referred to in the first paragraph has an associated intellectual or motor deficiency that warrants the loan of such visual aids.”.

**13.** The Regulation is amended in the second paragraph of section 22

(1) by substituting the words “an antimetropia or an” for the words “antimetropia or” in subparagraph 1;

(2) by inserting the word “a” at the beginning of subparagraphs 2 and 3 and by inserting the word “an” at the beginning of subparagraph 5; and

(3) by inserting the word “a” at the beginning of subparagraph 4.

**14.** The Regulation is amended in section 23

(1) by substituting ““Electronic Obstacle Detector”” for “electronic obstacle detector” in the first and second paragraphs; and

(2) by substituting the word “work” for the word “employment” in the second paragraph.

**15.** The Regulation is amended in section 24

(1) by substituting ““Electronic Obstacle Detector”” for “electronic obstacle detector” in the first and second paragraphs; and

(2) by substituting ““Cane”” for “cane” in the second paragraph.

**16.** The Regulation is amended by substituting the following for section 25:

“**25.** Notwithstanding section 13, a “Closed-circuit Television System” is an insured visual aid only in respect of a visually handicapped person who has a visual acuity equal to or less than 6/60 in his best eye, after correction by means of appropriate ophthalmic lenses, excluding special optic systems and additions of greater than 4 diopters, and whose inability to read cannot be compensated for by a reading aid listed in Division I of Part I of Chapter V.

Notwithstanding the foregoing, a “Closed-circuit Television System” is also an insured visual aid in respect of a visually handicapped person:

(1) who has an associated physical deficiency, fluctuating vision, a defective field of vision or sensitivity to contrast;

(2) who does not benefit from the permanent presence of a person 18 years of age or over;

(3) who is pursuing recognized studies or doing paid work; and

(4) whose disability cannot be compensated for by another writing aid listed in Division I of Part I of Chapter V.”.



**17.** The Regulation is amended in section 26 by substituting the words “does paid work” for the words “holds paid employment”.

**18.** The Regulation is amended in section 27 by substituting ““Reading Support”, free-standing” for “free-standing reading support” and by substituting ““Reading Supports”” for “reading supports”.

**19.** The Regulation is amended in section 28 by substituting ““Microtelescopic Optical System”” for “microtelescopic optical system” and by substituting ““Telescopic Optical System”” for “telescope”.

**20.** The Regulation is amended in section 29 by substituting ““Cane”, folding or rigid model” for “folding or rigid cane”.

**21.** The Regulation is amended in section 30 by substituting ““Canes”” for “canes”.

**22.** The Regulation is amended in section 31 by substituting ““Braille Printer”” for “braille printer”.

**23.** The Regulation is amended by substituting the following for section 38:

“**38.** From 12 December 1996, the Board no longer reimburses the purchase or replacement cost of a “Brailler”, model with tactile reader, of an “Electronic Calculator”, braille model with tactile reader, or of a “Print Converter, Tactile Model” and its supplements.

Similarly, from that date, the Board no longer reimburses the purchase or replacement cost of the following supplements to a “Closed-circuit Television System”:

- (1) an additional work table;
- (2) a height adjustment device;
- (3) a video camera;
- (4) a zoom lens.”.

**24.** The Regulation is amended in the second paragraph of section 40

(1) by inserting “, subject to section 45,” after the words “no longer meets”; and

(2) by substituting “it was replaced under the first paragraph of section 7” for “of a change in his physical or visual condition”.

**25.** The Regulation is amended by inserting the following after section 42:

“**42.1** An outdated computer aid listed in Division IV of Part I and loaned to a visually handicapped person under section 13 or 13.1 is a visual aid recovered by a recognized institution, in accordance with section 40, and available for loan purposes in all recognized institutions. The Board does not reimburse the purchase or replacement cost of such outdated computer aids loaned under either of those sections.”.

**26.** The Regulation is amended by substituting the following for section 45:

“**45.** Visual aids, with their listed components and supplements, where applicable, that are loaned to a visually handicapped person in accordance with sections 14, 15, 16, 18, 19, 20, 23 and 24 remain on loan to such a person until they are replaced, in accordance with the provisions of this Regulation.”.

**27.** The Regulation is amended in section 46 by adding the following after the second paragraph:

“A recognized institution shall, in addition, confirm to the Board in writing that the person is still pursuing recognized studies or still doing the paid work that warranted the loan of the visual aid where a leveling of the visual aid is required.”.

**28.** The Regulation is amended by substituting Chapter V appearing in Schedule I attached hereto for Chapter V.

**29.** The Regulation is amended in section 47 by substituting ““Closed-circuit Television System” on loan to a visually handicapped person on 12 December 1996” for “closed-circuit television system on loan to a visually handicapped person at the date of coming into force of this Regulation”.

**30.** This Regulation comes into force on the fifteenth day following the date of its publication in the *Gazette officielle du Québec*.

**SCHEDULE I****CHAPTER V**

## LISTS OF VISUAL AIDS THAT ARE INSURED WHEN LOANED BY A RECOGNIZED INSTITUTION

**PART I**

## READING, WRITING AND MOBILITY AIDS

**DIVISION I**

## READING AIDS

	Maximum purchase or replacement price	Established purchase or replacement price of aid	Established purchase or replacement price of component or supplement
<b>1. RECORDING AND LISTENING INSTRUMENT</b>			
(a) Variable-speed tape recorder, portable	380.00		
(b) Variable-speed tape recorder, compact	245.00		
(c) Conventional tape recorder, portable	45.00		
(d) Conventional tape recorder, compact	145.00		
Supplement(s)			
Headphones	25.00		
Microphone	15.00		
Foot control	10.00		
Patch cord	10.00		
Compatible case and strap	24.00		
<b>2. TYPOSCOPE</b>	<b>11.00</b>		
<b>3. VISOR</b>	<b>18.00</b>		
<b>4. STENOPEIC DISC</b>	<b>11.00</b>		
<b>5. EYE BATH</b>	<b>10.00</b>		
<b>6. OBTURATOR</b>	<b>5.00</b>		
<b>7. READING STAND</b>			
(a) Table-top model	80.00		
(b) Adjustable-arm model	60.00		

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
8. YELLOW FILTER SHEET	3.00		
9. CONTACT LENS WITH ARTIFICIAL PUPIL	170.00		
10. CONTACT LENS	200.00		
11. TELESCOPIC OPTICAL SYSTEM			
(a) Binocular	800.00		
(b) Monocular 3 X	400.00		
(c) Monocular 4 X	400.00		
(d) Monocular 5 X	445.00		
(e) Monocular 6 X	400.00		
(f) Monocular 7 X	400.00		
(g) Monocular 8 X	350.00		
(h) Monocular 6 X 16	120.00		
(i) Monocular 7 X 25	120.00		
(j) Monocular 10 X 20	100.00		
(k) Monocular 10 X 30	110.00		
(l) Monocular 8 X 20	110.00		
(m) Monocular 4 X 10	110.00		
(n) Monocular 4 X 12	110.00		
(o) Monocular, other	465.00		
Component(s)			
Carrier lenses	160.00		
Frame	80.00		
Supplement(s)			
Contact lenses	170.00		

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
<b>12. MICROSCOPIC OPTICAL SYSTEM</b>			
(a) Monocular model	250.00		
(b) Binocular model	340.00		
Component(s)			
Carrier lenses	160.00		
Frame	80.00		
Supplement(s)			
Contact lenses	170.00		
<b>13. MAGNIFIER</b>	<b>80.00</b>		
Component(s)			
Appropriate support	110.00		
<b>14. MICROSCOPIC LENS</b>	<b>160.00</b>		
Component(s)			
Frame	80.00		
Appropriate support	100.00		
<b>15. FRESNEL LENS</b>	<b>160.00</b>		
Component(s)			
Carrier lenses	160.00		
Frame	80.00		
Appropriate support	100.00		
<b>16. BIFOCAL WITH ADDITIONS     GREATER THAN 4 DIOPTERS</b>	<b>175.00</b>		
Component(s)			
Frame	80.00		
<b>17. FRESNEL PRISM</b>	<b>30.00</b>		
Component(s)			
Lenses	160.00		
Frame	80.00		

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
18. FILTERING LENS	150.00		
Component(s)			
Frame	80.00		
19. ELECTRONIC CALCULATOR			
(a) Sound model, French, single-function	500.00		
(b) Sound model, English, single-function	500.00		
(c) Large-print model, single function	50.00		
20. CLOSED-CIRCUIT TELEVISION SYSTEM			
(a) Mini-camera model	1 265.00		
(b) Camera model, free-standing	1 265.00		
(c) 14" monochrome model	2 530.00		
(d) 14" monochrome model with reading functions	2 960.00		
(e) 14" bichrome model with reading functions	2 900.00		
(f) Large-screen monochrome model with reading functions	3 000.00		
(g) Large-screen bichrome model with reading functions	3 500.00		
Supplement(s): (all models of this type)			
Support	60.00		
Height adjustment device	145.00		
21. OTHER READING AIDS	S.C.		

**DIVISION II**  
**WRITING AIDS**

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
<b>22. BRAILLER</b>			
(a) Model with tactile reader	600.00		
(b) Manual model			
Uni-manual	840.00		
Bi-manual	1 000.00		
Jumbo	1 000.00		
Component(s)			
Extension keys	65.00		
Supplement(s)			
Carrying case	200.00		
<b>23. CONVENTIONAL TYPEWRITER</b>			
Electric model, Multiple-function	160.00		
<b>24. OTHER WRITING AIDS</b>	S.C.		

**DIVISION III**  
**MOBILITY AIDS**

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
<b>25. CANE</b>			
(a) Folding model	30.00		
(b) Rigid model	25.00		
Supplement(s)			
Suction grip	3.00		
Roller	10.00		



	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
26. COST OF PURCHASING A SEEING-EYE DOG	210.00		
27. ANNUAL COST OF CARING FOR A SEEING-EYE DOG	761.00		
28. ELECTRONIC OBSTACLE DETECTOR			
(a) Tactile model, hand-held	500.00		
(b) Tactile model, neck-mounted	1 250.00		
29. TELESCOPIC OPTICAL SYSTEM			
(a) Binocular	800.00		
(b) Monocular 3 X	400.00		
(c) Monocular 4 X	400.00		
(d) Monocular 5 X	445.00		
(e) Monocular 6 X	400.00		
(f) Monocular 7 X	400.00		
(g) Monocular 8 X	350.00		
(h) Monocular 6 X 16	120.00		
(i) Monocular 7 X 25	120.00		
(j) Monocular 10 X 20	100.00		
(k) Monocular 10 X 30	110.00		
(l) Monocular 8 X 20	110.00		
(m) Monocular 4 X 10	110.00		
(n) Monocular 4 X 12	110.00		
(o) Monocular, other	465.00		
30. OTHER MOBILITY AIDS	S.C.		

**DIVISION IV**  
**OUTDATED COMPUTER AIDS**

*§1. Outdated reading or writing computer aids*

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
<b>METHOD OF COMMUNICATION: BRAILLE</b>			
31. DEDICATED BRAILLE READING OR WRITING COMPUTER SYSTEM			
32. BRAILLE DISPLAY			
33. COMPUTER			
(a) Desktop model			
(b) Portable model			
34. CONVENTIONAL PRINTER			
35. WORD PROCESSING SOFTWARE			
<b>METHOD OF COMMUNICATION: SOUND</b>			
36. VOICE SYNTHESIZER			
37. COMPUTER			
(a) Desktop model			
(b) Portable model			
38. CONVENTIONAL PRINTER			
39. WORD PROCESSING SOFTWARE			
40. SCREEN READER SOFTWARE			
41. SCREEN READER CONTROL KEYBOARD			
42. OTHER OUTDATED READING OR WRITING COMPUTER AIDS (S.C.)			

§2. *Outdated reading or writing computer aids*

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
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METHOD OF COMMUNICATION: PRINT MAGNIFICATION

43. DEDICATED LARGE PRINT  
READING OR WRITING COMPUTER  
SYSTEM

44. PRINT MAGNIFICATION SOFTWARE

**PART II**

AIDS FOR PAID EMPLOYMENT OR RECOGNIZED STUDY PURPOSES

**DIVISION I**  
COMPUTER SYSTEMS

§1. *Reading or writing computer systems*

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
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METHOD OF COMMUNICATION: BRAILLE

1. DEDICATED BRAILLE WRITING  
COMPUTER SYSTEM

(a) Single-function model 2 100.00

(b) Braille-keyboard model 5 100.00

(c) Sound model 1 150.00

2. BRAILLE DISPLAY 7 000.00

3. ADDITIONAL VOICE SYNTHESIZER

(a) French model 1 100.00

(b) English model 500.00

(c) Bilingual model 1 100.00

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
<b>4. COMPUTER</b>			
(a) Desktop model	2 000.00		
(b) Portable model	2 800.00		
Supplement (portable model): Carrying case	100.00		
<b>5. CONVENTIONAL PRINTER</b>			
	270.00		
<b>6. WORD PROCESSING SOFTWARE</b>			
(a) Under DOS, French, regular price	400.00		
(b) Under DOS, French, student price	185.00		
(c) Under DOS, English, regular price	350.00		
(d) Under DOS, English, student price	185.00		
(e) Under Windows, French, regular price	400.00		
(f) Under Windows, French, student price	185.00		
(g) Under Windows, English, regular price	350.00		
(h) Under Windows, English, student price	185.00		
<b>7. SCREEN READER SOFTWARE</b>			
(a) Under DOS, French	675.00		
(b) Under DOS, English	675.00		
(c) Under Windows, French	1 100.00		
(d) Under Windows, English	1 100.00		
(e) Under OS2, French	675.00		

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
(f) Under OS2, English	675.00		
8. SCREEN READER CONTROL KEYBOARD	170.00		
METHOD OF COMMUNICATION: SOUND			
9. VOICE SYNTHESIZER			
(a) French model	2 025.00		
(b) English model	1 700.00		
(c) Bilingual model	1 900.00		
10. DEDICATED BRAILLE WRITING COMPUTER SYSTEM			
Braille-keyboard model	5 100.00		
11. COMPUTER			
(a) Desktop model	2 000.00		
(b) Portable model	2 800.00		
Supplement (portable model): Carrying case	100.00		
12. CONVENTIONAL PRINTER	270.00		
13. WORD PROCESSING SOFTWARE			
(a) Under DOS, French, regular price	400.00		
(b) Under DOS, French, student price	185.00		
(c) Under DOS, English, regular price	350.00		
(d) Under DOS, English, student price	185.00		
(e) Under Windows, French, regular price	400.00		

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
(f) Under Windows, French, student price	185.00		
(g) Under Windows, English, regular price	350.00		
(h) Under Windows, English, student price	185.00		
<b>14. SCREEN READER SOFTWARE</b>			
(a) Under DOS, French	675.00		
(b) Under DOS, English	675.00		
(c) Under Windows, French	1 100.00		
(d) Under Windows, English	1 100.00		
(e) Under OS2, French	675.00		
(f) Under OS2, English	675.00		
<b>15. SCREEN READER CONTROL KEYBOARD</b>			
	170.00		
<b>METHOD OF COMMUNICATION: PRINT MAGNIFICATION</b>			
<b>16. PRINT MAGNIFICATION SOFTWARE</b>			
(a) Under DOS, French	535.00		
(b) Under DOS, English	535.00		
(c) Under Windows, French	655.00		
(d) Under Windows, English	655.00		
(e) Under OS2, French	535.00		
(f) Under OS2, English	535.00		
<b>17. COMPUTER</b>			
(a) Desktop model	2 000.00		
(b) Portable model	2 800.00		



	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
Supplement (portable model): Carrying case	100.00		
<b>18. COLOUR MONITOR</b>			
(a) 14" model	395.00		
(b) 17" model	900.00		
(c) 19" model	1 750.00		
<b>19. ADJUSTABLE-ARM SUPPORT</b>			
(a) For 14" monitor	85.00		
(b) For 17" and 19" monitor	200.00		
<b>20. WORD PROCESSING SOFTWARE</b>			
(a) Under DOS, French, regular price	400.00		
(b) Under DOS, French, student price	185.00		
(c) Under DOS, English, regular price	350.00		
(d) Under DOS, English, student price	185.00		
(e) Under Windows, French, regular price	400.00		
(f) Under Windows, French, student price	185.00		
(g) Under Windows, English, regular price	350.00		
(h) Under Windows, English, student price	185.00		
<b>21. CONVENTIONAL PRINTER</b>	<b>270.00</b>		
<b>22. OTHER READING OR WRITING COMPUTER SYSTEMS</b>	<b>S.C.</b>		

§2. *Print reading computer systems*

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
<b>METHOD OF COMMUNICATION: PRINT READING</b>			
<b>23. PRINT RECOGNITION UNIT</b>			
(a) French model	2 500.00		
(b) English model	2 500.00		
(c) Bilingual model	2 500.00		
<b>24. VOICE SYNTHESIZER</b>			
(a) French model	2 025.00		
(b) English model	1 700.00		
(c) Bilingual model	1 900.00		
<b>25. BRAILLE DISPLAY</b>	<b>7 000.00</b>		
<b>26. COMPUTER</b>			
(a) Desktop model	2 000.00		
(b) Portable model	2 800.00		
Supplement (portable model): Carrying case	100.00		
<b>27. WORD PROCESSING SOFTWARE</b>			
(a) Under DOS, French, regular price	400.00		
(b) Under DOS, French, student price	185.00		
(c) Under DOS, English, regular price	350.00		
(d) Under DOS, English, student price	185.00		
(e) Under Windows, French, regular price	400.00		

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
(f) Under Windows, French, student price	185.00		
(g) Under Windows, English, regular price	350.00		
(h) Under Windows, English, student price	185.00		
28. CONVENTIONAL PRINTER	270.00		
29. BRAILLE PRINTER	200.00		
30. SCREEN READER SOFTWARE			
(a) Under DOS, French	675.00		
(b) Under DOS, English	675.00		
(c) Under Windows, French	1 100.00		
(d) Under Windows, English	1 100.00		
(e) Under OS2, French	675.00		
(f) Under OS2, English	675.00		
31. SCREEN READER CONTROL KEYBOARD	170.00		
32. OTHER PRINT READING COMPUTER SYSTEMS	S.C.		

**DIVISION II**  
**READING, WRITING AND MOBILITY AIDS**

*§1. Reading aids*

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
33. PRINT CONVERTER, TACTILE MODEL	5 500.00		
Supplement(s)			
Typewriter lens	1 445.00		
Lens with fixed focus	400.00		
Cathode ray screen lens	540.00		
Compatible guide control	295.00		
Appropriate holder/support	480.00		
34. CLOSED-CIRCUIT TELEVISION SYSTEM			
(a) 14" colour model with reading functions	3 300.00		
(b) Large-screen colour model with reading functions	3 500.00		
(c) Portable monochrome model	3 000.00		
(d) SVGA model	3 300.00		
Supplement(s): (all models of this type)			
Additional work table	45.00		
Video camera	1 650.00		
Zoom lens	1 000.00		
Automatic viewing table	2 000.00		
35. READING SUPPORT			
(a) Free-standing model	125.00		
36. TELEMICROSCOPIC OPTICAL SYSTEM			
(a) Monocular model	700.00		
(b) Binocular model	1 000.00		

	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
<b>Component(s)</b>			
Carrier lenses	160.00		
Frame	80.00		
<b>Supplement(s)</b>			
Contact lenses	170.00		
<b>37. ELECTRONIC CALCULATOR</b>			
(a) Sound model, French, multi-function	550.00		
(b) Sound model, English, multi-function	550.00		
(c) Large-print model, multi-function	100.00		
(d) Braille model with tactile reader	1 035.00		
<b>§2. Writing aids</b>			
	<b>Maximum purchase or replacement price</b>	<b>Established purchase or replacement price of aid</b>	<b>Established purchase or replacement price of component or supplement</b>
<b>38. BRAILLER</b>			
(a) Electric model, single-function	1 270.00		
(b) Electric model, multi-function	1 380.00		
<b>Component(s)</b>			
Extension keys	65.00		
<b>Supplement(s)</b>			
Carrying case	200.00		

## §3. Mobility aids

	Maximum purchase or replacement price	Established purchase or replacement price of aid	Established purchase or replacement price of component or supplement
39. ELECTRONIC OBSTACLE DETECTOR			
(a) Tactile model, hand-held	500.00		
(b) Tactile model, neck-mounted	1 250.00		
(c) Sound model	1 500.00		
40. MICROTELESCOPIC OPTICAL SYSTEM			
(a) Monocular model	800.00		
(b) Binocular model	1 500.00		
Component(s)			
Carrier lenses	160.00		
Frame	80.00		
Supplement(s)			
Contact lenses	170.00		
41. OTHER READING, WRITING AND MOBILITY AIDS			
	S.C.		

**PART III**

UNINSURED VISUAL AIDS OF WHICH THE COST HAS ALREADY BEEN REIMBURSED BY THE RÉGIE  
(FOR REPAIR PURPOSES)

	Maximum cost that may have been reimbursed upon purchase or replacement
Lens with adjustable focus	120.00
Cartridge indicator	S.C.
Conventional sound recorder (tape or cassette)	350.00



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	<b>Maximum cost that may have been reimbursed upon purchase or replacement</b>
Closed-circuit television, complete system adaptable to a typewriter, including an electronic line marker	4 665.00
Light-weight cover with outside pocket for portable table	30.00
Sound recorder with electronic capacity control	350.00
Calculator lens	210.00
Hemianopic mirror	75.00
Conventional typewriter (manual model)	150.00
Conventional typewriter (single-function electric model)	200.00
Supplements for closed-circuit television system	
Mirror	105.00
Microfiche reader	1 570.00
Screen separator	300.00



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## Erratum

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**M.O., 1998**

**Concerning a correction to an order of the Minister of Public Security, dated July 2, 1998, relative to the assignment of jurisdiction over a segment of Autoroute 30 pursuant to section 634.1 of the Highway Safety Code**

Highway Safety Code  
(R.S.Q., c. C-24.2)

*Gazette officielle du Québec*, Part 2, Laws and Regulations, September 16, 1998, Volume 130, Number 38, page 3879.

On page 3879, under the heading Notices, the two mentions of the date of publication of the *Gazette officielle du Québec* should have read “*Gazette officielle du Québec* of July 22, 1998” instead of “*Gazette officielle du Québec* of July 2, 1998”.

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## Index Statutory Instruments

Abbreviations: **A:** Abrogated, **N:** New, **M:** Modified

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Conditions of employment of principals and academic deans of general and vocational colleges . . . . . (General and Vocational Colleges Act, R.S.Q., c. C-29)	4145	N
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