

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

DIVISION 6

OTHER PROVISIONS

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

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

2° accumulation of vacation;

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

4° regional disparity allowances.

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

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

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

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

SCHEDULE 10

GRADUAL PRERETIREMENT PLAN

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

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

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

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

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

SCHEDULE 11

TRANSITIONAL MEASURES

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

1240

Gouvernement du Québec

O.C. 125-97, 5 February 1997

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

Catholic School Boards
— **Directors-General and Assistant Directors-General**
— **Conditions of Employment**
— **Amendments**

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

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

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

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

WHEREAS it is expedient to amend such regulation;

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

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

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

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

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

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

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

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

““agency in the public or parapublic sector”:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**§1. Insurance Plans**

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

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

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

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

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

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

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

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

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

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

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

a) compulsory basic plans:

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

b) complementary plans:

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

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

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

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

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

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

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

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

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

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

1. Plans insured by the Government of Québec

a) Standard Life Insurance Plan

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

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

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

2° the date on which he retires.

b) Short-term Salary Insurance Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4° the date on which his retirement begins.

c) Survivor's Pension Plan

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

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

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

"pay":

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

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

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

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

2. Plans insured by the insurer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§1.1 Rehabilitation

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

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

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

a) his 65th birthday;

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

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

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

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

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

or

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

or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE 6 PARENTAL RIGHTS

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

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

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

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

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

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

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

DIVISION 1 MATERNITY LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§1. Cases Eligible for Employment Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§2. Cases not Eligible for Employment Insurance

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

DIVISION 2 **PATERNITY LEAVE**

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION 4 LEAVES WITHOUT PAY

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

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

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

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

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

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

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

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

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

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

DIVISION 5 OTHER SPECIAL LEAVES AND PREVENTIVE REASSIGNMENT

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

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

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

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

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

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

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

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

DIVISION 6 OTHER PROVISIONS

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

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

2° accumulation of vacation;

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

4° regional disparity allowances.

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

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

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

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

SCHEDULE 9 GRADUAL PRERETIREMENT PLAN

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

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

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

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

SCHEDULE 10 TRANSITIONAL MEASURES

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