

announced by the Government for the 1997-1998 school year;

— considering that the financial framework resulting from the budgetary measures will apply only to the 1997-1998 school year;

— considering the obligation for school boards and carriers to include in their next contracts for the transportation of students for the 1997-1998 school year a clause stipulating that the duration of these contracts may not exceed one school year;

— considering that the new contracts must be negotiated in May and June of 1997 in order to be entered into at the latest on 1 July 1997, date of the beginning of the school year according to section 13 of the Education Act;

— considering that certain contracts may be subject to the public tenders procedure, established by regulation, which will entail certain delays;

— considering that approval of contracts is given at the last meeting of the council of commissioners of each school board, held at the end of June each year;

— considering that the Government has announced its policy respecting kindergarten education and that the policy has an impact on the organization of the transportation of students for the coming school year;

it is expedient to further amend the Regulation respecting student transportation in order to limit to one year the duration of a contract for the transportation of students for the 1997-1998 school year and to authorize a school board or an educational institution to enter into a maximum of ten contracts for the transportation of students, to allow for the additional services required by the students registered at the kindergarten level;

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

THAT the Regulation to amend the Regulation respecting student transportation, attached to this Order in Council, be made.

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

Regulation to amend the Regulation respecting student transportation

Education Act
(R.S.Q., c. I-13.3, s. 453)

1. The Regulation respecting student transportation, made by Order in Council 647-91 dated 8 May 1991 and amended by Order in Council 689-95 dated 17 May 1995 and by Order in Council 286-97 dated 5 March 1997, is amended by substituting “10” for “5” in the third paragraph of section 18.

2. Section 33 is amended by adding the following paragraph at the end:

“Notwithstanding the foregoing, no contract for the transportation of students may be entered into for a duration exceeding one year, for the 1997-1998 school year.”

3. The first paragraph of section 34 is amended by substituting “and 32 and the first and second paragraphs of section” for “to”.

4. This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec*.

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M.O., 1997

Order number 3-97 of the Minister of Education dated 30 May 1997

Regulation to amend the Regulation respecting certain conditions of employment of senior staff or 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, by regulation, determine the conditions of employment, classification and 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 further 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, 30 May 1997

PAULINE MAROIS,
Minister of Education

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, made by Minister's Order number 2-89 of the Minister of Higher Education and Science dated 7 December 1989 and amended by Minister's Orders 3-90 dated 2 October 1990, 2-91 dated 5 June 1991, 2-92 dated 23 June 1992, 1-93 dated 21 September 1993, 2-94 dated 18 March 1994, 2-96 dated 28 June 1996 and 2-97 dated 28 February 1997 is further amended by adding, in section 1, the following definition after the definition of "concellation of engagement":

““public and parapublic sectors:

— the ministries, persons or agencies the personnel of which is named or remunerated in accordance with 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 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 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 in the National Assembly;”

2. The following is substituted for Section 12:

“**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 and any lump-sum payment, and with Division IV of Chapter V.”

3. Section 14 is amended by substituting the following for the first paragraph of section 14:

“**14.** The class of the college or campus is determined taking into account the total number of students registered in all the credited college-level programs.”

4. Section 25 is amended by substituting the words “increased by” for the words “multiplied by”.

5. Section 26 is amended by substituting the words “increaded by” for the words “multiplied by”.

6. The following is substituted for Chapter V:

“CHAPTER V GROUP INSURANCE PLANS

DIVISION I GENERAL PROVISIONS

39. In this chapter, unless the context indicated 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 group 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;

“salary”: pay applicable to a senior staff member within the meaning of section 12 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 application of sections 28, 29, 128 and 132 of this Regulation;

3° a stand-by premium and a premium for regional disparities.

40. Unless there are provisions to the contrary, a senior staff member is covered by the group insurance plans of management staff in the public and parapublic sectors, subject to their rules of eligibility.

These plans are as follows:

a) Plan insured by the college:

- a short-term salary insurance plan as defined in Division II;

b) Plans insured by the Government of Québec:

- a uniform life insurance plan as defined in Subdivision I of Division III;

- a survivors' pension plan as defined in Subdivision II of Division III.

c) Plans insured by an insurer and described in the master policy of the insurance plans and in Division IV:

- compulsory basic plans:

- a life insurance plan;

- an accident insurance plan;

- a long-term salary insurance plan.

- complementary plans:

- an optional supplemental life insurance plan;

- an optional supplemental accident insurance plan;

- a compulsory long-term salary insurance plan.

41. Subject to the specific provisions prescribed to that effect in the master policy of the plans insured by the insurer, a senior staff member who, prior to becoming a senior staff member governed by this Regulation, was in the employ of an employer in the public or parapublic sector and was eligible for a group insurance plan applicable to employees in that sector shall be eligible for the insurance plans described in this chapter on the date of his entry into service as a senior staff member governed by this Regulation, provided that his previous employment terminated not more than 30 days prior to the date of his entry into service and that he provides the necessary proof of his former employment.

41.1 Subject to section 41, a senior staff member holding a full-time position of a position for 70 % or more of the full-time equivalent shall be eligible for the

insurance plans described in this chapter, upon the expiry of a one-month period from the date of his entry into service, provided that he is working at that time. If he is not working on that date, he shall be eligible for those plans on the date of his return to work.

41.2 Subject to section 41, a senior staff member holding a position for more than 25 % but less than 70 % of the full-time equivalent shall be eligible for the insurance plans described in this chapter upon the expiry of a three-month period from the date of his entry into service, provided he is working at that time. If he is not working on that date, he shall be eligible for those plans on the date of his return to work.

41.3 A senior staff member holding a position for 25 % or less of the full-time equivalent shall not be eligible for the insurance plans.

41.4 Upon his request, a senior staff member who is reassigned to a non-unionized unionizable position shall retain, on the date of his reassignment and on the condition that he has held a senior staff or senior executive staff position for at least two years, the group insurance plans described in this chapter.

Upon his request, a senior staff member who is reassigned to a position by union certification shall retain, on the date of his reassignment and on the condition that he has held a senior staff or senior executive staff position for at least two years, the group insurance plans described in this chapter insofar as the collective agreement so allows.

42. Where a senior staff member is on a leave without pay or a partial leave without pay of less than 30 days, a senior staff member shall continue to participate in the insurance plans and shall pay the contribution that he would pay if he were working.

Where the duration of a leave without pay (other than a partial leave without pay) is 30 days or more or, in the case of an unpaid absence, a senior staff member shall continue to participate in the uniform life insurance plan. Moreover, a senior staff member must continue to participate in the compulsory basic accident insurance plan by paying his contribution and that of the employer for this plan and he may, if he so requests the college, prior to the date on which his leave or absence begins, continue to participate in all of the insured plans that he held prior to the beginning of the leave or absence according to the provisions prescribed in the master policy.

During a partial leave without pay of over 30 days, a senior staff member shall continue to participate in the insurance plans on the basis of the time worked. How-

ever, a senior staff member who continues to participate in those plans on the basis of the time normally worked prior to the beginning of the partial leave without pay shall also assume both his contribution and that of the employer for those plans on the basis of the time not worked, excluding the employer's contribution to the compulsory basic accident insurance plan which continues to be assumed by the latter.

A senior staff member who continues to participate in all of the insured plans that he had prior to the leave or absence without pay shall also continue to participate in the survivors' pension plan according to the provisions prescribed in the said plan.

42.1 For the purposes of the short-term salary insurance plan, total 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.

43. The college cannot terminate the relationship of employment of a senior staff member whose disability began after March 31, 1994 and who receives benefits under the short-term or long-term salary insurance plan for the sole reason of his being totally disabled.

DIVISION II

PLAN INSURED BY THE COLLEGE

Short-term Salary Insurance Plan

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

Benefits

44.1 During the first week of total disability, a senior staff member shall receive the salary to which he would have been entitled had he been working.

44.2 As of the 2nd week of total disability and, up to 26 weeks from the beginning of the disability, a senior staff member shall receive a benefit under the short-term salary insurance plan equal to 80 % of the salary to which he would have been entitled had he been working.

44.3 As of the 27th week of total disability and, up to 104 weeks from the beginning of the disability, a senior staff member shall receive a benefit under the short-term salary insurance plan equal to 70 % of the salary to which he would have been entitled had he been working.

Total disability and period of total disability

45. 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 the senior staff member totally incapable of performing the usual duties of his position or of any other position providing similar remuneration offered by the college.

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 senior 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 senior staff member is receiving treatment or medical care with a view to rehabilitation is recognized as a period of total disability.

Gradual return

46. Where the college so authorizes, a senior staff member receiving salary insurance benefits may benefit from a period of gradual return to work provided that, during that period, he performs the duties related to the position that he held before the beginning of his total disability or any other position providing similar remuneration offered by the college.

As a general rule, this period may not exceed 6 consecutive months and must not have the effect of extending the period of total disability beyond the 104 weeks of short-term salary insurance benefits.

During that period, a senior staff member shall receive the gross salary for the work done and the salary insurance benefits calculated in proportion to the time not worked. He shall be deemed to be in total disability during that period, while continuing to be subject to his salary insurance plan.

Exemption of payment of contributions

47. A disabled senior staff member shall continue to participate in the insurance plans and in the pension plan to which he is subject.

However, as of the second week of total disability, a senior staff member who receives benefits under the salary insurance plan shall be exempted from the payment of contributions to the complementary insured plans prescribed in the master policy and to the pension plan to which he is subject, if the plan so provides.

During that period, a senior staff member's contribution for the compulsory basic insured plans, including the contribution of both the senior staff member and the college, shall be borne by the college.

Coordination of disability benefits

48. A senior staff member who receives a disability benefit from a public agency, under a law in force in Québec, must inform his college without delay.

In such case, the salary or the short-term salary insurance benefit paid in application of sections 44.1, 44.2 and 44.3 shall be reduced by any disability benefit paid under the said law, without considering subsequent increases resulting from indexation.

Payment of benefits and medical expertise

49. A senior staff member who receives a salary or benefits under the short-term salary insurance plan prescribed in this division shall provide the information as well as the supporting documents required by the college 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 college's expense, a medical examination by the physician chosen by the college.

A senior staff member shall also authorize the college 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 this chapter.

50. Upon the senior staff member's return to work, the college may require him to undergo a medical examination by a physician chosen by the college for the purpose of determining that he has sufficiently recovered to resume work. The cost of such medical examination shall be borne by the college.

Where the opinion of the physician chosen by the college is contrary to that of the physician consulted by the senior staff member, the two physicians, shall agree on the choice of a third physician whose decision shall be final.

Industrial accidents

51. The senior staff member who is incapable of performing his duties following an industrial accident or an occupational disease that occurred while he was employed by the college shall be entitled to receive, for the period he is paid an income replacement indemnity, an amount equal to the difference between the income replacement indemnity prescribed by the Act respecting industrial accidents and occupational diseases and his net salary. This amount in addition to the income replacement indemnity shall be brought to a taxable gross amount and must not have the effect of increasing the net salary to which the senior staff member would have been entitled during that period.

This amount in addition to the income replacement indemnity shall be paid during a maximum continuous period of two (2) years, but shall cease to be paid when the senior staff member is no longer eligible, under the provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), for the income replacement indemnity.

The net salary of the senior staff member is his gross salary reduced by the federal and provincial income tax, the contribution of the representative association and his contributions to the Québec pension plan, the employment insurance plan, the pension plan and the insurance plans.

End of participation

52. Unless there are provisions to the contrary, a senior staff member's participation in the short-term salary insurance plan and entitlement to benefits shall terminate on the earliest of the following dates:

1° the date on which he is no longer governed by this chapter;

2° the date on which his total preretirement leave prescribed in sections 94 and 139 begins;

3° the date on which the senior 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;

4° the date of his retirement.

DIVISION III PLANS INSURED BY THE GOVERNMENT OF QUÉBEC

§1. Uniform Life Insurance Plan

53. A senior staff member shall be entitled to life insurance benefits equal to \$6,400 payable to his succession. That amount is reduced to \$3 200 for a senior staff member holding a position of less than 70 % of the full-time equivalent.

Where a senior staff member holds more than one senior staff position with more than one employer and where those positions are equal to 70 % or more of the full-time equivalent, he shall be deemed to be a senior staff member holding a full-time senior staff position

54. A senior staff member's participation in the uniform life insurance plan shall terminate on the earlier of the following dates:

1° the date on which he is no longer governed by this chapter;

2° the date of his retirement.

§2. Survivors' Pension Plan

55. The provisions prescribed in the Directive concernant le régime de rentes des survivants, adopted by the Treasury Board (CT 188102) dated December 5, 1995 shall apply to a senior staff member, with the exception of sections 1 and 25, and subject to the following provisions:

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

2° section 25 of the directive is replaced by section 167.1 of this Regulation.

DIVISION IV PLANS INSURED BY THE INSURER

55.1 The provisions of this division, with the exception of section 56.1, apply to a senior staff member who became totally disabled after March 31, 1994.

56. For the purposes of Divisions IV and V, the following terms and expressions mean:

"employment" or "rehabilitative employment": employment for which a senior staff member is reasonably qualified according to his education, training and experience; such employment may be a senior staff position

or equivalent employment to that held prior to his appointment as a senior staff member, a teaching, a professional or, for management personnel, a support staff position;

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

"benefit": benefit that a senior staff member would have received had he been eligible for the compulsory basic long-term salary insurance plan.

Cost sharing of compulsory basic plans

56.1 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 participant of those plans.

Sectorial Committee

56.2 A sectorial committee shall be set up, at the request of either party, to analyse any problem dealing with the return to work and to propose appropriate solutions to the problems encountered by the college, the senior staff member and the insurer, particularly in the case of a return to work which could involve the temporary use of the senior staff member's services or his moving. This committee shall be composed of a representative from each of the following bodies: the Fédération des cégeps, the Association des cadres des collèges du Québec and the Ministry of Education. The committee may call upon resource people, as needed.

Medical Arbitration Tribunal

56.3 Where the college is advised by the insurer that a senior staff member no longer complies or does not comply 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 determine whether the senior staff member complies with the definition of total disability in accordance with the medical arbitration agreement concluded with the insurer and provided that the senior staff member agrees that the disagreement be submitted to the tribunal for a final decision. The disagreement may be submitted directly to the tribunal or after the college has required, at

its expense, that the senior staff member undergo a medical examination.

A senior staff member may, under the conditions prescribed in the medical arbitration agreement, submit the disagreement to the Medical Arbitration Tribunal to contest the insurer's decision according to which he does not comply with the definition of total disability. In such case, the college shall not assume any costs.

56.4 The college shall pay a senior staff member a salary equal to the benefit 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 senior staff member was party to the medical arbitration agreement concluded with the insurer;

2° the disagreement between the college and the insurer or between the senior staff member and the insurer was validly submitted to the tribunal for a final decision in accordance with the medical arbitration agreement concluded with the insurer.

56.5 Where the Medical Arbitration Tribunal confirms that the senior staff member does not comply with the definition of total disability, the contributions of both the college and the senior staff member 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 by the insurer came into effect and the senior staff member shall continue to receive from the college a salary equal to the benefit until such time as it offers him a position. Where the senior staff member submits the disagreement to the tribunal, he must reimburse the college for the salary paid to him between the date of the suspension or the coming into effect of the refusal of payment of the benefit by the insurer and the tribunal's decision.

Where the Medical Arbitration Tribunal confirms the senior staff member's total disability, the college 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 college for the amounts paid to the senior staff member. The college shall reimburse the senior staff member, where applicable, for the arbitration and medical examination costs assumed.

Offer of employment

56.6 Where the college concurs with the insurer's decision to the effect that a senior staff member does not comply with the definition of total disability, it shall offer him a position in writing. Where the senior staff

member also concurs with the decision, the provisions prescribed for the waiting period for a position or acceptance of a position shall then apply. The same shall apply in the case where the Medical Arbitration Tribunal confirms that a senior staff member does not comply with the definition of total disability.

56.7 A senior staff member who accepts the position offered by the college under the provisions of this division shall receive the classification corresponding to the position. The salary determined at the time of the assignment of the new class due to disability cannot exceed the maximum of the salary scale of the position and the provisions prescribed in Division II of Chapter III shall not apply.

Contributions of both the senior staff member and the college to the insurance and pension plans shall be determined on the basis of the new salary.

Waiting period for a position

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

56.9 The salary paid to a senior staff member equal to the benefit resulting from the application of the provisions of this division cannot extend beyond the date on which the benefit prescribed in the master policy ends.

Termination of employment

56.10 A senior staff member who does not comply with the definition of total disability after the first 104 weeks from the beginning of the total disability cannot refuse, at the risk of dismissal, a position offered to him in a college in his zone, except for the period during which he submitted his disagreement with the insurer to the Medical Arbitration Tribunal. The duration of the regular workweek of the position must not be less than that held by the senior staff member at the beginning of the total disability. Before proceeding with the dismissal, the college shall forward a fifteen-working day written notice to the senior staff member and shall forward a copy thereof to the sectorial committee.

During that period, the sectorial committee may make appropriate recommendations in accordance with section 56.2.

DIVISION V REHABILITATION

Eligibility

56.11 A senior staff member shall be eligible for the rehabilitation prescribed in the master policy if he meets the following eligibility criteria:

1° total disability began after March 31, 1994 and the senior 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; or
 - 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.

56.12 However, a senior 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 senior staff member will not return to work;
or
- 3° the insurer confirms that the senior staff member does not qualify for rehabilitation.

Offer of rehabilitative employment

56.13 The senior staff member to whom the college has offered rehabilitative employment in writing must inform the latter in writing whether he accepts or refuses such rehabilitative employment, regardless of whether the rehabilitation commences before or after the first 104 weeks of disability. The duration of the regular workweek of such employment must not be less than that the senior staff member held at the beginning of the total disability.

56.14 The period during which a senior staff member holds, on a trial basis, rehabilitative employment, cannot have the effect of extending the period of total disability beyond the 104 weeks of short-term salary insurance benefits.

Rehabilitation occurs during the first 104 weeks

56.15 A senior staff member whose rehabilitation occurs during the first 104 weeks of disability shall be deemed 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 working in his position 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.

This benefit shall be subject to the provisions relating to the exemption from the payment of contributions to the insurance and pension plans as well as to the provisions concerning the coordination of the benefit according to the terms and conditions prescribed in Division II.

However, the senior staff member whose rehabilitation occurs in his position shall receive his salary for the time worked.

Rehabilitation occurring before and after the 104th week

56.16 However, a senior staff member whose partial rehabilitation occurs after the 104th week of total disability shall benefit from the provisions prescribed in section 56.15 up to the end of the 104th week of disability.

From the 105th week to the end of the rehabilitation, a senior staff member shall receive, for the time worked, the salary earned from rehabilitative employment that he would have received had he been assigned the classification of such 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, a senior staff member whose rehabilitation occurs in his position shall receive his salary for the time worked and a salary equal to the compulsory basic long-term salary insurance benefit for the time not worked.

Rehabilitation after the 104th week

56.17 A senior staff member whose total rehabilitation occurs after the 104th week of total disability shall receive, for the time worked, the salary of the rehabilitative employment that he would have received had he

been assigned the classification of such employment, without it being less than the compulsory basic long-term salary insurance benefit.

Training and classification

56.18 The period of training or professional development of the senior staff member prescribed in the rehabilitation program approved by the insurer shall be considered as time worked.

56.19 A senior 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 and the provisions of Division II of Chapter III do not apply.

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

DIVISION VI SPECIAL PROVISIONS

56.20 A senior staff member whose total disability began after March 31, 1994 and who returns to work may avail himself of the provisions of the compulsory complementary long-term salary insurance plan if he meets the conditions prescribed in the master policy. That plan provides for a benefit in addition to the salary.

56.21 A senior staff member 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 in application of section 94, but such total preretirement cannot exceed the date on which the benefit that would have otherwise been applicable to him under that plan ends.

56.22 The provisions dealing with the definition of total disability, the definition of period of total disability and the benefits, applicable to a senior staff member on disability on March 31, 1994, shall continue to apply to the said senior staff member.”

7. The following is substituted for Chapter VI:

“CHAPTER VI PARENTAL RIGHTS

DIVISION I GENERAL PROVISIONS

57. This chapter may not have the effect of giving a senior staff member a monetary or non-monetary ben-

efit which he or she would not have had if he or she had remained at work.

For the purposes of this chapter, 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.

58. Maternity leave benefits shall be paid solely as a supplement to the employment insurance benefits or as payment during a period of unemployment caused by a pregnancy for which employment insurance does not provide benefits.

59. 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.

60. The college shall not reimburse a senior staff member for the sums that could be required of her by Human Resources Development Canada under the Act respecting employment insurance.

61. 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 II MATERNITY LEAVE

62. The maximum duration of a maternity leave is 20 weeks which, subject to section 67, must be consecutive and include the day of delivery.

63. A senior staff member who becomes pregnant while she is benefiting from a leave without pay or a partial leave without pay referred to in this chapter shall also be entitled to such maternity leave and to the benefits attached thereto.

64. A senior staff member who gives birth to a still-born child after the beginning of the 20th week preceding the expected date of delivery shall also benefit from a maternity leave.

65. Should a senior 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.

66. The distribution of the maternity leave, before and after the birth, shall be the senior staff member's decision and shall include the day of the birth.

67. Where a senior staff member is sufficiently recovered from her delivery and her child is not able to leave the health establishment, she may suspend her maternity leave by returning to work.

A senior staff member whose child is hospitalized within 15 days of birth is entitled to the same privileges.

68. The leave may be suspended only once. It shall be completed when the child is brought home.

69. If the birth occurs after the due date, a senior 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 senior staff member may extend her maternity leave by six weeks if her child's health requires that she do so.

During those extensions, a senior staff member shall not receive any benefit of salary. However, she shall be entitled to the benefits prescribed in section 88.12 provided she is entitled to them.

70. To obtain a maternity leave, a senior staff member must notify the college 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 senior staff member must leave her job sooner than expected. In case of an unforeseen event, a senior staff member shall be exempted from the formality of the notice provided that she give the college a medical certificate stating that she had to leave her job immediately.

§1. Cases Eligible for Employment Insurance

71. The senior staff member 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, a benefit equal to 93 % of her basic weekly salary;

2° for each week she is receiving employment insurance benefits, an additional benefit equal to the differ-

ence between 93 % of her basic weekly salary and the weekly employment insurance benefit that she is receiving.

The additional benefit is calculated on the basis of the employment insurance benefits to which the senior staff member is entitled, without taking into account the amounts deducted from those benefits in 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 benefits to be paid under this subdivision.

However, in the case of the senior staff member who works for more than one employer, she shall receive an additional benefit equal to the difference between 93 % of her basic weekly salary paid by the college 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, the senior 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, where applicable, is reduced by Human Resources Development Canada, a senior staff member shall continue to receive the additional benefit without taking into account such reduction by Human Resources Development Canada as if she had received employment insurance benefits during that period.

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

72. An absent senior staff member shall accumulate service if her absence is authorized, particularly for total disability, and includes benefits or remuneration.

73. For the purposes of this division, basic weekly salary means the senior staff member's regular remuneration distributed on a weekly basis.

74. No benefit may be paid during a period of vacation for which the senior staff member is paid.

75. The college may not, by paying benefits to a senior staff member on maternity leave, compensate for a reduction in employment insurance benefits resulting from the salary earned with another employer.

76. Notwithstanding section 75, the college shall pay that compensation if the senior staff member proves that the salary earned with another employer is her usual salary by means of a letter to that effect from the employer paying it. If the senior staff member proves that only a portion of the salary is usual, the compensation shall be limited to that portion.

77. An employer paying the usual salary as determined in section 76 must produce the letter upon request by the senior staff member.

78. The total amounts received by the senior staff member during her maternity leave in employment insurance benefits, benefits and salary may not exceed 93 % of the salary paid by her employer or, where applicable, her employers.

79. The indemnity due for the first two weeks shall be paid by the college within the two weeks following the beginning of the leave; the indemnity due after that date shall be paid at two-week intervals. In the case of a senior staff member who is eligible for employment insurance benefits, the first instalment shall only be payable 15 days after the college obtains proof that she is receiving employment insurance benefits. For the implementation of this section, a statement of benefits, a stub or information provided by Human Resources Development Canada to the college by means of a computerized statement is considered proof.

80. Service shall be calculated with all the employers in the public or paraprofessional sector.

81. A senior staff member may defer a maximum of four weeks' annual vacation if it falls within her maternity leave and if she notifies the college 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

82. A senior staff member who is excluded from employment insurance benefits or who is declared ineligible shall also be excluded from any other benefit. However, a full-time senior staff member who has accumulated 20 weeks of service shall also be entitled, for ten weeks, to a benefit equal to 93 % of her basic weekly salary in accordance with this division 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 III PATERNITY LEAVE

83. Paternity leave for a senior staff member whose spouse is giving birth shall be for a maximum period of five working days. The leave may be discontinuous but must be taken between the beginning of the delivery and the 15th day following the mother's or the child's return home.

DIVISION IV LEAVES FOR ADOPTION AND LEAVES WITHOUT PAY FOR THE PURPOSE OF ADOPTING CHILD

84. A senior staff member who legally adopts a child, other than his or her spouse's child, shall benefit from a leave for a maximum duration of 10 consecutive weeks, provided that his or her spouse does not also benefit. This leave must be taken after the placement order for the child or an equivalent procedure in the case of an international adoption in accordance with the adoption plan or at another time agreed to with the college.

85. For every week of the leave mentioned in section 84, a senior staff member shall receive a benefit equal to the remuneration such senior staff member would have received had he or she been working.

86. Leave at the time of the legal adoption of a child for the senior staff member not benefiting from the leave for adoption mentioned in section 84 shall be for a maximum duration of five working days, of which only the first two shall be paid.

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, the senior staff member shall be entitled only to a leave without pay for a maximum duration of two working days.

87. A senior staff member shall benefit for the purpose of adopting a child from a leave without pay of a maximum duration of 10 weeks from the date he or she assumes full legal responsibility for the child. If it results in an adoption, a senior staff member may convert such leave without pay into a leave with pay in accordance with section 84.

88. A senior staff member who travels outside of Québec in order to adopt a child shall obtain for that purpose and upon written request to the college four weeks in advance where possible, a leave without pay for the time required for travelling. If it results in the full legal responsibility for the child, the maximum duration

of the leave without pay shall be 10 weeks in accordance with section 87.

88.1 Sections 84 and 87 shall not apply to a senior staff member who adopts his or her spouse's child.

88.2 The leave for adoption mentioned in section 84 may take effect on the date of the beginning of the leave without pay for the purpose of adopting a child, if its duration is 10 weeks and if the senior staff member so decides after the placement order.

Where the leave for adoption takes effect on the date of the beginning of the leave without pay, the senior staff member shall be entitled exclusively to the benefits prescribed for the adoption leave.

DIVISION V LEAVES WITHOUT PAY

88.3 Leave without pay as extended maternity, paternity or adoption leave shall be of a maximum duration of two years.

A senior staff member who wishes to terminate such leave during the first 34 weeks must submit a written notice to that effect at least 21 days prior to his or her return.

A senior staff member who does not avail himself or herself of the 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.

88.4 A senior staff member who does not avail himself or herself of the leave mentioned in section 88.3 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 senior staff member 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 senior staff member who adopts his or her spouse's child.

A senior staff member who wishes to terminate his or her leave before the anticipated date must submit a written notice to that effect at least 21 days prior to his or her return.

88.5 A leave without pay or a partial leave without pay for a maximum period of one year shall be granted to the senior staff member whose minor child experiences socioemotional problems or whose minor child is handicapped or is suffering from a prolonged illness and who requires his or her care.

88.6 A senior 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 fulfil obligations relating to the health, safety or education of his or her child; the days thus used shall be deducted from the senior staff member's bank of sick-leave days and, failing that, the days of absence shall be without pay.

88.7 The college and a senior staff member must agree, in advance, on the terms and conditions of the leave without pay.

Notwithstanding the first paragraph, upon return from a maximum 12-week leave without pay, a senior staff member shall resume the position he or she would have held if he or she had been at work, subject to the implementation of the provisions of Chapter X of this Regulation.

DIVISION VI OTHER SPECIAL LEAVES AND PREVENTIVE REASSIGNMENT

88.8 A senior 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 8th 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).

88.9 As regards the examinations referred to in paragraph 3° of section 88.8, a senior staff member shall benefit from a special leave with pay for a maximum of four days which may be taken in half-days.

88.10 During the special leaves obtained under this division, a senior staff member shall be entitled to the benefits prescribed in sections 88.12 and 88.14.

Notwithstanding paragraph 1° of section 88.12, the senior staff member covered by section 88.8 may also avail herself of the benefits under the salary insurance

plan. However, in the case of paragraph 3° of section 88.8, a senior staff member must first have used up the four days prescribed in section 88.9 before benefiting from the basic salary insurance plan.

88.11 A senior staff member who benefits from preventive reassignment by virtue of the Act respecting industrial accidents and occupational diseases shall avail herself of the benefits prescribed in sections 81 and 88.12 insofar as she is normally entitled to them and may subsequently avail herself of the provision prescribed in section 88.14.

DIVISION VII OTHER PROVISIONS

88.12 During a maternity leave or a 10-week leave for adoption, a senior 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, a senior staff member shall be exempted from the payment of premiums to his or her insurance plans as prescribed in the provisions of the master policy;

2° accumulation of vacation;

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

The applicable maternity leave benefits cannot exceed 93 % of the basic weekly remuneration.

88.13 During a leave without pay in accordance with this chapter, the insurance plans shall apply to a senior staff member according to the provisions prescribed in section 42.

88.14 Upon return from a maternity leave, paternity leave, leave for adoption or leave without pay for the purpose of adopting a child, a senior staff member shall resume the position he or she would have held if he or she had been at work, subject to the implementation of the provisions of Chapter X of this Regulation.

88.15 The college and a senior staff member shall agree, in advance, on the terms and conditions of a leave without pay for the purpose of adopting a child, a maternity leave, a paternity leave or a leave for adoption.”

8. Chapter VIII is amended as follows:

— The following is substituted for section 99:

“**99.** The deferred or anticipated salary plan, called “the plan” for the purposes of this chapter, is intended to enable a senior staff member who is not designated as supernumerary senior staff to spread his salary so as to benefit from remuneration during a period of leave. However, the purpose of the plan is not to enable a senior staff member to defer income tax or to receive benefits upon his retirement.”

The following sentence is added to the second paragraph of section 101:

“Nevertheless, the leave must begin no later than the expiry of a maximum period of 6 years from the date on which the amounts begin to be deferred.”

The following sentence is added to section 102:

“Notwithstanding any provision to the contrary, the leave cannot be interrupted under any circumstances whatsoever.”

The following is substituted for the first sentence of section 105:

“At the end of the period of leave or at the end of the leave prescribed in this Regulation that follows the period of leave, a senior staff member shall return to work on a full-time basis subject to the provisions of the regulation respecting engagement and stability of employment. A senior staff member must remain in the employ of the college for a duration at least equivalent to the duration of his period of leave.”

The following paragraph is added to section 106:

“During the leave, a senior staff member may not receive any remuneration from the college or from another person or company with which the college has ties within the requirements of tax legislation other than the amount corresponding to the percentage of his salary for the duration of the leave.”

The following is substituted for section 108:

“**108.** Subject to the provisions of this chapter, during the leave, a senior staff member shall be deemed to be on a leave without pay for the purposes of applying the working conditions.”

The following sections 108.1, 108.2 and 108.3 are added:

“**108.1** Subject to the provisions concerning the short-term salary insurance plan, a senior staff member shall continue to benefit, for the duration of his participation

in the plan, from the insurance plans on the basis of the time normally worked prior to the beginning of the plan.

Contributions of the college and of the senior staff member shall be maintained on the basis of the time normally worked prior to the beginning of the plan.

108.2 For the purposes of the short-term salary insurance plan, the following provisions shall apply:

1° a senior staff member who becomes totally disabled during the leave with deferred or anticipated salary cannot, during the leave, benefit from the short-term salary insurance plan.

Where a senior staff member continues to be totally disabled at the end of the leave, he shall benefit from the short-term salary insurance plan as of the date foreseen for the return to work on the basis of the percentage of salary of the plan for the remainder of the plan. Disability shall then be considered as beginning on the date foreseen for the senior staff member's return to work;

2° a senior staff member who becomes totally disabled during the plan, but after having taken his leave with deferred or anticipated salary, shall benefit from the short-term salary insurance plan on the basis of the percentage of salary of the plan;

3° a senior staff member who becomes totally disabled prior to the leave with deferred or anticipated salary and whose disability continues until the date on which the leave with deferred or anticipated salary is scheduled may choose one of the following options:

a) either continue to participate in the plan and postpone the period of leave with deferred or anticipated salary to a time when he is no longer disabled.

If the total disability continues during the last year of the plan, it may be interrupted from the scheduled beginning of the leave with deferred or anticipated salary to the end of the total disability. During that period, a senior staff member shall be entitled to short-term salary insurance benefits and the leave with deferred salary may begin on the date on which the total disability ceases;

b) or terminate the plan and receive the unpaid salary, without interest, for the elapsed period of the leave.

108.3 Where the total disability continues after 104 weeks, the plan shall terminate and the following provisions shall apply:

1° if a senior staff member has already benefited from the leave with deferred or anticipated salary, an overpayment of salary shall not be claimable;

2° if a senior staff member has not yet benefited from the leave with deferred or anticipated salary, he shall receive the unpaid salary, without interest, for the elapsed period of the plan.

A senior staff member shall then benefit from the compulsory basic long-term salary insurance plan."

The following is substituted for the first paragraph of section 115:

"**115.** If a maternity leave (twenty (20) weeks) begins before or after the period of leave, participation in the plan shall be suspended for a maximum period of twenty (20) weeks (employment insurance then becomes the first payer and the college makes up the difference to total 93 % of the regular salary) and the plan is then extended for not more than twenty (20) weeks."

9. Chapter VIII.1 is amended as follows:

The following is substituted for section 116.2:

"**116.2** The program shall allow a senior staff member to reduce the time worked, for a period of between 1 and 5 years, in a proportion such that the time worked, for each of the calendar years or parts thereof contemplated by the progressive retirement, cannot be less than 40 % or greater than 80 % of the time worked of a regular full-time senior staff member.

For the purposes of this chapter, parts of a calendar year mean the portion of the calendar year when a senior staff member's progressive retirement begins and when it ends."

The following is substituted for section 116.11:

"**116.11** A senior staff member shall be entitled, for the duration of the agreement, to be covered by the insurance plans on the basis of the time normally worked prior to the beginning of the agreement.

Notwithstanding the first paragraph, a senior staff member shall receive a short-term salary insurance benefit on the basis of the time worked prescribed for each of the calendar years or parts thereof contemplated by the agreement. The short-term salary insurance benefits shall be paid for the entire duration of the total disability without extending beyond the expiry of the agreement.

However, where the duration of the agreement extends beyond 104 weeks, a senior staff member shall continue to participate in the compulsory long-term salary insurance plans, subject to the provisions prescribed in the master policy.”

The following is substituted for section 116.12:

“**116.12** During the progressive retirement, the contribution of the employer and that of the senior staff member to the insurance plans shall be maintained on the basis of the time normally worked by the senior staff member prior to the agreement.

Where the duration of the agreement extends beyond 104 weeks, the contribution of the employer and that of the senior staff member to the compulsory long-term salary insurance plans shall be maintained, subject to the provisions prescribed in the master policy.”

10. Section 116.19 is amended by adding the following paragraph:

“On the other hand, where the gradual preretirement leave spreads over a period of over 104 weeks, a senior staff member shall continue to participate in the compulsory long-term salary insurance plans, subject to the provisions prescribed in the master policy.”

11. The following is substituted for section 167.1:

“**167.1** A senior staff member who has submitted a complaint to the Appeals Committee concerning the discontinuation of the relationship of employment by the college, shall continue to participate in the uniform life insurance plan. Moreover, he must continue to participate in the compulsory basic accident insurance plan by paying his contribution and that of the employer to that plan and may, if he so desires, continue to participate in the insured plans until the date of the Appeals Committee’s decision or a settlement reached by the parties, provided a written request to that effect be forwarded to the insurer according to the provisions prescribed in the master policy. A senior staff member who continues to participate in the insured plans shall also continue to participate in the survivors’ pension plan according to the provisions prescribed for that plan.

Should a senior staff member be reinstated as a result of a decision rendered by the Appeals Committee in favour of the senior staff member or a settlement reached by the parties, he shall be entitled to the reimbursement of the contribution normally paid by the college for the plans in which he continued to participate and, where applicable, to the reimbursement of the premium paid to cover his continued participation in the survivor’s pension plan, retroactively to the date of the discontinuation

of the relationship of employment and any total disability which began since that date shall then be recognized.”

12. Section 182 is repealed.

13. Section 184 is repealed.

14. Section 185 is amended by substituting, in the first and second paragraphs, the expression “1.3 days” for “1.5 days”.

15. The following is substituted for Schedule IV:

“SCHEDULE IV

RULES OF SALARY REVIEW

DIVISION I

INCREASE IN SALARY SCALES ON 1 APRIL 1997

1. Subject to provisions to the contrary in this Regulation, the salary of the senior staff member who has not reached the maximum of his salary scale on 31 March 1997 shall be increased by 4.0 % on 1 April 1997, without exceeding the maximum of his salary scale.

2. The salary of a senior staff member newly appointed to such position for less than 4 months before 1 April 1997 shall not be entitled to the salary increase determined in section 1.

3. Notwithstanding section 1, a college is not required to pay the entire increase to a senior staff member whose performance is deemed unsatisfactory.

DIVISION II

CRITERIA APPLICABLE TO CERTAIN SENIOR STAFF MEMBERS ON DISABILITY LEAVE

4. A senior staff member on disability leave during the period from 1 July 1995 to 31 March 1997 who held a position for a least 6 months during that period is entitled to the salary increase determined in section 1.

5. Where a senior staff member returns from sick leave which began prior to 1 April 1994, the salary shall be determined by maintaining the same relative position as that of his salary at the end of the first 104 weeks of disability in relation to the salary scale that was then applicable.”

16. Schedule V is amended by substituting the following for Table 2:

“TABLE 2

SALARY SCALES APPLICABLE TO SENIOR STAFF WHOSE CLASSIFICATION WAS THE SUBJECT OF A SPECIAL EVALUATION IN APPLICATION OF SECTION 17 OF THE REGULATION

Class	Minimum	Maximum
5	29 607	35 779
6	30 950	37 509
7	32 330	39 290
8	33 737	41 117
9	35 398	43 246
10	37 401	45 834
11	39 473	48 503
12	41 608	51 261
13	43 809	54 107
14	a) 46 425 b) 47 896	a) 57 482 b) 59 380
15	a) 49 367 b) 50 889	a) 61 279 b) 63 244
16	a) 52 410 b) 53 984	a) 65 209 b) 67 242
17	a) 55 558 b) 57 183	a) 69 275 b) 71 375
18	a) 58 807 b) 60 621	a) 73 475 b) 75 819
19	a) 62 436 b) 64 522	a) 78 163 b) 80 859
20	66 607	83 554
21	70 928	89 138

17. This Regulation comes into effect on the date of its publication in the *Gazette officielle du Québec*. However, sections 41.3, 42 and 167.1 take effect as of January 1, 1997.