

Regulations and Other Acts

Gouvernement du Québec

O.C. 124-97, 5 February 1997

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

Catholic School Boards

- Educational Administrators
- Terms of Employment
- Amendments

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

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

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

WHEREAS it is expedient to amend such regulation;

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

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

MICHEL CARPENTIER,
Clerk of the Conseil exécutif

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

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

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

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

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

““agency in the public or parapublic sector”:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**108.** This Subdivision applies:

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

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

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

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

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

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

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

"§1. Insurance Plans

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

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

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

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

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

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

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

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

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

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

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

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

a) compulsory basic plans:

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

b) complementary plans:

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

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

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

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

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

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

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

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

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

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

1. Plans insured by the Government of Québec

a) Standard Life Insurance Plan

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

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

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

2° the date on which he retires.

b) Short-term Salary Insurance Plan

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4° the date on which his retirement begins.

c) Survivor's Pension Plan

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

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

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

"pay":

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

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

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

2. Plans insured by the insurer

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

— a representative of the Quebec School Boards Association;

— a representative of the ministère de l'Éducation.

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

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

§1.1 Rehabilitation

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“CHAPTER 7 RIGHT OF APPEAL

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

DIVISION 1 LOCAL COMMITTEE

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

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

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

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

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

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

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

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

DIVISION 2 APPEALS COMMITTEE

228. This Division applies to the following cases:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1° Chapter 1, sections 1 and 2;

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

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

4° Chapter 7;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION 3 TIME LIMITS

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

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

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

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

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

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

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

"Insurance Plans".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE 5 PARENTAL RIGHTS

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

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

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

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

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

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

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

DIVISION 1 MATERNITY LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§1. Cases Eligible for Employment Insurance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§2. Cases not Eligible for Employment Insurance

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

DIVISION 2 PATERNITY LEAVE

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION 4 **LEAVES WITHOUT PAY**

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

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

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

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

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

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

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

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

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

DIVISION 5 **OTHER SPECIAL LEAVES AND PREVENTIVE REASSIGNMENT**

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

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

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

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

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

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

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

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

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

DIVISION 6

OTHER PROVISIONS

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

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

2° accumulation of vacation;

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

4° regional disparity allowances.

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

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

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

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

SCHEDULE 10

GRADUAL PRERETIREMENT PLAN

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

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

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

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

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

SCHEDULE 11

TRANSITIONAL MEASURES

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

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Gouvernement du Québec

O.C. 125-97, 5 February 1997

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

Catholic School Boards

— Directors-General and Assistant Directors-General

— Conditions of Employment

— Amendments

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

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