

## Treasury Board

Gouvernement du Québec

### T.B. 193820, 21 September 1999

An Act respecting health services and social services  
(R.S.Q., c. S-4.2)

#### Regional boards and public health and social services institutions

— Executive directors  
— Amendments

Regulation to amend the Regulation respecting the selection, remuneration, group insurance plans, employment stability measures, end of engagement measures, and procedure of appeal applicable to the executive directors of regional boards and of public health and social services institutions

WHEREAS the Government made the Regulation respecting certain conditions of employment applicable to directors general of regional councils and of public health and social services establishments by Order in Council 1179-92 dated 12 August 1992;

WHEREAS it is necessary to amend the Regulation to replace the provisions concerning professional membership dues, the parental rights and deferred salary leave plans and progressive pre-retirement;

WHEREAS the Government made the Regulation respecting the selection, remuneration, group insurance plans, employment stability measures, end of engagement measures, and procedure of appeal applicable to the executive directors of regional boards and of public health and social services institutions by Order in Council 1217-96 dated 25 September 1996;

WHEREAS it is necessary to amend the provisions of that Regulation concerning professional membership dues, performance premiums, the parental rights and deferred salary leave plans and progressive pre-retirement;

WHEREAS under sections 159 and 205 of the Act to amend the Act respecting health services and social services and amending various legislative provisions (1998, c. 39) and section 487.2 of the Act respecting health services and social services (R.S.Q., c. S-4.2; 1998, c. 39, s. 155), such a regulation must be submitted for approval by the Conseil du trésor;

THEREFORE, THE CONSEIL DU TRÉSOR PRESCRIBES:

1. THAT the Regulation to amend the Regulation respecting the selection, remuneration, group insurance plans, employment stability measures, end of engagement measures, and procedure of appeal applicable to the executive directors of regional boards and of public health and social services institutions be approved;

2. THAT the Regulation be published in the *Gazette officielle du Québec*.

ALAIN PARENTEAU,  
*Clerk of the Conseil du trésor*

#### Regulation to amend the Regulation respecting the selection, remuneration, group insurance plans, employment stability measures, end of engagement measures, and procedure of appeal applicable to the executive directors of regional boards and of public health and social services institutions<sup>(\*)</sup>

An Act respecting health services and social services  
(R.S.Q., c. S-4.2, s. 487.2)

1. The following is substituted for the title of the Regulation respecting the selection, remuneration, group insurance plans, employment stability measures, end of engagement measures, and procedure of appeal applicable to the executive directors of regional boards and of public health and social services institutions:

“Regulation respecting certain terms of employment applicable to senior administrators of regional boards and health and social services institutions”.

\* The Regulation respecting the selection, remuneration, group insurance plans, employment stability measures, end of engagement measures, and procedure of appeal applicable to the executive directors of regional boards and of public health and social services institutions, made by Order in Council 1217-96 dated 25 September 1996 (1996, *G.O.* 2, 4173), was last amended by the Regulation made by Order in Council 925-97 dated 9 July 1997 (1997, *G.O.* 2, 4172). For previous amendments, refer to the *Tableau des modifications et Index sommaire*, Éditeur officiel du Québec, 1999, updated to 1 March 1999.

<b>2.</b>	The table of contents of the Regulation is amended		SUBDIVISION 3	
(1)	by adding the following Division after Division 2 of Chapter 1:		ADOPTION LEAVE AND LEAVE WITHOUT PAY FOR ADOPTION PURPOSES	87.46
		<b>SECTION</b>	SUBDIVISION 4	
	“DIVISION 3 PROFESSIONAL MEMBERSHIP DUES 4.1”;		PARENTAL LEAVE AND PARTIAL LEAVE WITHOUT PAY	87.54
(2)	by inserting the following Division after Division 6 of Chapter 3:		SUBDIVISION 5	
	“DIVISION 6.1 PERFORMANCE PREMIUM 39.1”;		LEAVE FOR PARENTAL RESPONSIBILITIES	87.61
(3)	by inserting the following Chapters after Division 8 of Chapter 4:		CHAPTER 4.2	
	“CHAPTER 4.1 PARENTAL RIGHTS PLAN 87.1		DEFERRED SALARY LEAVE PLAN	
	DIVISION 1 MATERNITY LEAVE		DIVISION 1	
	SUBDIVISION 1 GENERAL 87.2		GENERAL	
	SUBDIVISION 2 GRANTING OF LEAVE AND EXPIRY DATE 87.9		SUBDIVISION 1	
	SUBDIVISION 3 COMPENSATION 87.13		MAIN CHARACTERISTICS	87.62
	SUBDIVISION 4 ELIGIBILITY FOR EMPLOYMENT INSURANCE 87.20		SUBDIVISION 2	
	SUBDIVISION 5 INELIGIBILITY FOR EMPLOYMENT INSURANCE 87.27		PERIOD OF LEAVE	87.65
	SUBDIVISION 6 OTHER BENEFITS 87.30		SUBDIVISION 3	
	DIVISION 2 PREGNANCY AND BREAST-FEEDING LEAVE		PERIOD OF WORK	87.66
	SUBDIVISION 1 TEMPORARY ASSIGNMENTS 87.35		SUBDIVISION 4	
	SUBDIVISION 2 SPECIAL LEAVE 87.38		ELIGIBILITY	87.67
	DIVISION 3 PARENTAL LEAVE		SUBDIVISION 5	
	SUBDIVISION 1 GENERAL 87.40		AGREEMENT	87.70
	SUBDIVISION 2 PATERNITY LEAVE 87.45		DIVISION 2	
			TERMS AND CONDITIONS OF APPLICATION	
			SUBDIVISION 1	
			REMUNERATION	87.71
			SUBDIVISION 2	
			SOCIAL SECURITY PLANS	87.74
			SUBDIVISION 3	
			VACATION AND MISCELLANEOUS LEAVE	87.77
			SUBDIVISION 4	
			MATERNITY LEAVE	87.81
			SUBDIVISION 5	
			DISABILITY	87.82
			SUBDIVISION 6	
			MOBILITY	87.85
			SUBDIVISION 7	
			EMPLOYMENT STABILITY	87.86
			DIVISION 3	
			END OF PARTICIPATION MEASURES	
			SUBDIVISION 1	
			RESIGNATION, RETIREMENT, WITHDRAWAL AND OTHER DEPARTURES	87.88

	<b>SECTION</b>	<b>“DIVISION 3 PROFESSIONAL MEMBERSHIP DUES</b>
SUBDIVISION 2 DISMISSAL, NON-RENEWAL OF APPOINTMENT, TERMINATION OF EMPLOYMENT	87.89	<b>4.1.</b> The employer shall deduct from the salary of each senior administrator the professional membership dues fixed by the association.
SUBDIVISION 3 DEATH	87.90	<b>4.2.</b> The employer shall pay the amounts collected to the association, within 15 days following the end of each of the 13 accounting periods in the fiscal year, and shall indicate each senior administrator’s full name and the position, the period covered by the membership dues and the amount collected.
SUBDIVISION 4 REIMBURSEMENTS	87.91	<b>4.3.</b> A senior administrator may pay his professional membership dues fixed by the association in another manner provided that he gives written notice thereof to his employer and the association.
CHAPTER 4.3 PROGRESSIVE PRE-RETIREMENT		<b>4.4.</b> A senior administrator may cease paying his membership dues, in which case he shall inform the association and his employer in writing of his decision. The employer shall cease to deduct the membership dues 90 days after the date of receipt of the senior administrator’s notice or on the date on which the employment relationship ends, as the case may be.
DIVISION 1 GENERAL		<b>4.5.</b> A senior administrator who, on 13 October 1999, has already informed his employer and the association in writing of his refusal to pay the membership dues fixed by the association shall continue to be exempt from paying membership dues.
SUBDIVISION 1 MAIN CHARACTERISTICS	87.93	<b>4.6.</b> Except if he is already a member of the association, a senior administrator shall be exempt from paying the membership dues fixed by the association for 30 days after his appointment as senior administrator. Before that period expires, he shall notify the association and his employer in writing of his refusal to pay the dues.
SUBDIVISION 2 ELIGIBILITY	87.94	
SUBDIVISION 3 AGREEMENT	87.95	
DIVISION 2 TERMS AND CONDITIONS OF APPLICATION		
SUBDIVISION 1 SALARY AND OTHER BENEFITS	87.98	
SUBDIVISION 2 SICK-LEAVE FUND	87.102	
SUBDIVISION 3 GROUP INSURANCE PLANS	87.103	
SUBDIVISION 4 RETIREMENT PLAN	87.105	
DIVISION 3 END OF THE AGREEMENT	87.107”;	

(4) by substituting the following titles for the title of Appendix 1:

**“APPENDIX 1  
SALARY CLASSES AS OF 1 JANUARY 1998**

**APPENDIX 1.1  
SALARY CLASSES AS OF 1 APRIL 1998”.**

**3.** Chapter 1 is amended by adding the following Division after section 4:

**4.7.** The Minister shall send the association, upon request, no later than 1 November of each year, the list of senior administrators as of 31 March of the current year, with the following information for each senior administrator:

- (1) the full name;
- (2) the position held;
- (3) the evaluation class for the position; and
- (4) the place of work.”.

**4.** Chapter 3 is amended by inserting the following Division after section 39:

**“DIVISION 6.1  
PERFORMANCE PREMIUM**

**39.1.** The parameters of the lump-sum performance premium are established by the Conseil du trésor. For the 1998-1999 fiscal year, the terms and conditions of application shall be fixed by the Minister.”.

**5.** Section 82 is amended by adding the following paragraph at the end:

“Notwithstanding the foregoing, where the insurer is released from his obligations under this Division by paying a lump sum to the senior administrator, the employer shall terminate the disabled senior administrator’s employment relationship.”.

**6.** The following Chapters are added after section 87:

**“CHAPTER 4.1  
PARENTAL RIGHTS PLAN**

**87.1.** Unless expressly stated otherwise, the provisions of this Chapter may not grant financial or non-financial benefits which the senior administrator on leave would not have received had the senior administrator remained at work.

**DIVISION 1  
MATERNITY LEAVE**

*§1. General*

**87.2.** A pregnant senior administrator is entitled to 20 weeks of maternity leave which, subject to section 87.7, shall be consecutive.

Maternity leave may be less than 20 weeks. If the senior administrator resumes work within two weeks following child birth, she shall produce, upon the employer’s request, a medical certificate attesting that she has sufficiently recovered to resume work.

**87.3.** The senior administrator shall decide on the division of the maternity leave, that is, before and after childbirth, which shall include the day of delivery.

**87.4.** If the senior administrator becomes pregnant while on leave without pay or on partial leave without pay as provided for in this Chapter, she is also entitled to maternity leave and to the benefits provided for in sections 87.20, 87.28 or 87.29, whichever applies.

**87.5.** A senior administrator who gives birth to a stillborn child after the beginning of the twentieth week preceding the expected date of delivery is entitled to the maternity leave provided for in this Division.

**87.6.** Should a senior administrator die after giving birth, the remainder of the 20 weeks of maternity leave and the rights and benefits attached thereto may be transferred to her spouse if he is a senior administrator.

**87.7.** A senior administrator may suspend her maternity leave and return to work if she has sufficiently recovered from delivery and the child is unable to leave the health institution. This also applies where the child is hospitalized within 15 days of its birth. Notwithstanding the foregoing, the leave may be suspended only once and it shall be completed when the child goes home.

When the suspended maternity leave is resumed, the employer shall pay the senior administrator the compensation to which she would have been entitled had she not availed herself of the suspension.

**87.8.** Where the child is born after the due date, the senior administrator is entitled to an extension of her maternity leave equal to the delay, unless she already has at least two weeks of maternity leave remaining after the birth.

The senior administrator may also benefit from an extension of six weeks in maternity leave where her child’s health requires it.

During such extensions, the senior administrator shall not receive any compensation or salary.

*§2. Granting of leave and expiry date*

**87.9.** To obtain maternity leave, a senior administrator shall give notice in writing to the employer not less than two weeks before the date of departure. The notice shall be accompanied by a medical certificate certifying the pregnancy and the due date. The time period for giving notice may be shorter if a medical certificate attests that the senior administrator must leave her position earlier than expected.

In case of unforeseen events, the senior administrator shall be exempt from giving notice, subject to submitting a medical certificate to the employer showing that she must leave her position immediately.

**87.10.** An employer shall send a senior administrator, in the fifth week before the expiry of her maternity leave, a notice of the scheduled date of expiry of such leave.

A senior administrator to whom the employer has sent the notice referred to in the first paragraph shall be at work on the date her maternity leave expires, unless it has been extended by means of a leave without pay or a partial leave without pay in accordance with Subdivision 4 of Division 3 of this Chapter.

A senior administrator who does not comply with the second paragraph is deemed to be on leave without pay for a period not exceeding four weeks. At the end of that period, a senior administrator who is not at work is deemed to have resigned.

**87.11.** At the end of her maternity leave, a senior administrator shall resume work in her position with her employer, subject to the provisions respecting employment stability provided for in Chapter 5. Her terms of employment, including her salary, shall be the same as those to which she would have been entitled had she remained at work.

**87.12.** A senior administrator who, for health reasons, is unable to resume work in her position upon the expiry of the period provided for in sections 87.2 or 87.8 shall be considered absent due to illness and the provisions respecting group insurance plans provided for in Chapter 4 shall apply.

### §3. *Compensation*

**87.13.** Compensation for maternity leave is paid only as a supplement to employment insurance benefits or, in the cases provided for below, as payments during a period of unemployment caused by pregnancy that is not covered by the employment insurance plan.

Compensation for maternity leave shall be based on the salary of a senior administrator including the lump sums paid, if any, pursuant to sections 33, 36 and 37, as well as the last paragraph of section 106, without any additional remuneration.

**87.14.** The total of the amounts received by the senior administrator during her maternity leave in employment insurance benefits, compensation and salary may not exceed 93 % of the salary paid by her employer or employers, as the case may be, in accordance with section 87.30.

Notwithstanding the foregoing, where a senior administrator receives an allowance for regional disparities, she shall continue to receive the allowance during her maternity leave. In such cases, the total amount received by the senior administrator in employment insurance benefits, compensation and allowances may not exceed 95 % of the sum of her salary and the allowance for regional disparities.

**87.15.** The compensation due for the first two weeks of maternity leave shall be paid by the employer within two weeks of the beginning of the leave. The subsequent compensation due shall be paid every two weeks, unless the salary is paid weekly.

**87.16.** Notwithstanding section 87.15, where the senior administrator is eligible for employment insurance, the first compensation payment is due only 15 days after the employer obtains proof that the senior administrator is receiving employment insurance benefits. Such proof may be a statement of benefits or a benefit slip, a payment slip or data processing information provided to the employer by Human Resources Development Canada.

**87.17.** The weekly salary of a part-time senior administrator is the average weekly salary of the last 20 weeks preceding the maternity leave. If, during that period, the senior administrator received benefits representing a percentage of her salary, it is the salary used to calculate the benefits that shall determine the compensation for maternity leave. These provisions constitute one of the provisions referred to in section 87.1.

**87.18.** Where the last 20 weeks before the maternity leave of a part-time senior administrator include the salary adjustment date, the weekly salary is based on the salary in force on that date. If the salaries were adjusted during the maternity leave, the weekly salary shall be increased on that date in accordance with the applicable adjustment rules.

**87.19.** The employer shall not reimburse a senior administrator for an amount that could be claimed from the senior administrator by Human Resources Development Canada under the Employment Insurance Act (S.C., 1996, c. 23), where the senior administrator's income exceeds one and a quarter times the maximum insurable earnings.

### §4. *Eligibility for employment insurance*

**87.20.** A senior administrator who has accumulated 20 weeks of service with her employer or with one of the employers referred to in section 87.30, and who is declared eligible following an application for benefits under the employment insurance plan, is entitled to receive during her maternity leave:

(1) for each week of the waiting period required under the employment insurance plan, compensation equal to 93 % of her weekly salary, given that, in such situation, she is exempt from contributions to the retirement and employment insurance plans, which corresponds to an average of 7 % of her salary;

(2) for each week in which she receives employment insurance benefits, supplementary compensation equal to the difference between 93 % of her weekly salary and the employment insurance benefit she receives; and

(3) for each week following the period mentioned in paragraph 2, compensation equal to 93 % of her weekly salary until the end of the twentieth week of maternity leave.

**87.21.** Calculation of the supplementary compensation provided for in paragraph 2 of section 87.20 is based on the employment insurance benefits to which a senior administrator is entitled, excluding the amounts subtracted from such benefits for repayment of benefits, interest, penalties and other amounts recoverable under the employment insurance plan.

**87.22.** A senior administrator who works for more than one employer, among those specified in section 87.30, shall receive supplementary compensation from each of her employers. In such case, the supplementary compensation is equal to the difference between 93 % of the salary paid by the employer and the percentage of the employment insurance benefit which corresponds to a proportion of the weekly salary paid by all the employers. For that purpose, the senior administrator shall give each of her employers a statement of the weekly salary paid by each employer, along with the amount of the benefits paid to her by Human Resources Development Canada.

**87.23.** Where Human Resources Development Canada reduces the number of weeks of employment insurance benefits to which the senior administrator would otherwise be entitled had she not received employment insurance benefits before her maternity leave, the senior administrator shall continue to receive, for a period equal to the weeks subtracted, the supplementary compensation prescribed in paragraph 2 of section 87.20 as though she had received employment insurance benefits during that period.

**87.24.** The maternity leave allowance paid by the Gouvernement du Québec under the maternity allowance program is subtracted from the compensation determined in section 87.20. Notwithstanding the foregoing, where the provisions of section 87.22 apply, the amount to be subtracted is based on the stated terms and conditions of partition for subtraction purposes.

**87.25.** For the purposes of section 87.20, a senior administrator who is absent accumulates hours of service if the absence is authorized, namely due to disability, and includes a benefit or remuneration.

**87.26.** The employer may not use maternity leave compensation to make up for the reduction in employment insurance benefits attributable to the earnings with another employer.

Notwithstanding the first paragraph, the employer shall pay compensation where the senior administrator shows that the salary earned with an employer is a regular salary, by means of a letter from that employer. If the senior administrator shows that only a portion of the salary is regular, compensation shall be limited to that portion. The employer must then provide the letter upon request from the senior administrator.

#### *§5. Ineligibility for employment insurance*

**87.27.** A senior administrator excluded from employment insurance benefits or declared ineligible shall not be entitled to compensation, subject to the provisions of this subdivision.

**87.28.** A full-time senior administrator who has accumulated 20 weeks of service with her employer or with one of the employers referred to in section 87.30 is entitled to compensation equal to 93 % of her weekly salary for ten weeks if she is not eligible for employment insurance benefits because she has not held insurable employment for at least 700 hours during the period of reference prescribed by the employment insurance plan.

**87.29.** A part-time senior administrator who has accumulated 20 weeks of service with her employer or with one of the employers referred to in section 87.30 before her maternity leave begins is entitled to compensation equal to 95 % of her weekly salary for ten weeks. If she is exempt from pension plan and employment insurance contributions, the compensation rate is 93 %.

To obtain compensation, a part-time senior administrator must be ineligible for employment insurance benefits either because:

(1) she has not contributed to the employment insurance plan; or

(2) she has contributed to the employment insurance plan, but did not have 700 hours of insurable employment during the period of reference.

#### *§6. Other benefits*

**87.30.** A senior administrator's continuous service shall include all service for any employer of the public or parapublic sector, any body whose employees are subject to conditions of employment, standards and scales

of remuneration are determined or approved by the Government, and any body listed in Schedule C to the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

**87.31.** During the maternity leave and extensions provided for in section 87.7, the senior administrator shall continue to receive the following benefits where she is entitled thereto:

- accumulation of vacation days;
- accumulation of continuous service;
- any salary increase due to the adjustment of salary classes;
- any salary increase for satisfactory performance;
- maintenance of group insurance plans.

**87.32.** During her maternity leave, a senior administrator shall continue to participate in the mandatory group insurance plans provided for in section 62, but the employer shall make a payment equal to both his contribution and the senior administrator's contribution to the plans. Furthermore, the senior administrator shall be exempt from contributing to the optional insurance plans in accordance with the provisions of the master policy.

**87.33.** No compensation may be paid during vacation leave for which a senior administrator receives remuneration. Notwithstanding the foregoing, a senior administrator may defer vacation leave that falls within the maternity leave, provided that at least two weeks before the expiry of the leave, she informs her employer in writing of the date of deferral.

**87.34.** While on maternity leave, a senior administrator shall retain the employment relationship with the employer. Her contract must be renewed. She may not be dismissed, except for gross negligence. Her employment may not be terminated.

## **DIVISION 2**

### **PREGNANCY AND BREAST-FEEDING LEAVE**

#### *§1. Temporary assignments*

**87.35.** Where the conditions of employment involve risks of infectious diseases or physical danger for her or her unborn child or are dangerous for the child she is breast-feeding, a senior administrator may request to be assigned temporarily to another position or to other tasks corresponding to her training and experience. She shall submit proof by means of a medical certificate as soon as possible.

**87.36.** A senior administrator assigned to another position or task pursuant to section 87.35, shall retain the rights, fringe benefits and financial benefits related to her regular position. If the reassignment is not carried out immediately, the senior administrator is entitled to special leave beginning immediately by the employer. Unless she is temporarily reassigned, special leave is terminated on the date of delivery or at the end of the breast-feeding period.

**87.37.** During the special leave described in section 87.36, the senior administrator is governed, in respect of compensation, by the Act respecting occupational health and safety (R.S.Q., c. S-2.1) respecting re-assignment of a pregnant worker or a worker who is breast-feeding.

Following a written request however, the employer shall pay to the senior administrator an advance on the compensation receivable from the Commission de la santé et de la sécurité du travail on the basis of anticipated payments. If the Commission pays the compensation, repayment of the advance is deducted therefrom. Otherwise, repayment is at the rate of 10 % of the amount disbursed per pay period, until the debt is fully paid.

#### *§2. Special leave*

**87.38.** A pregnant senior administrator is also entitled to special leave in the following cases:

(1) where a pregnancy complication or a risk of miscarriage requires stopping work for a period the duration of which is prescribed by a medical certificate. The special leave may not be extended beyond the beginning of the eighth week before the expected date of delivery;

(2) in the case of a spontaneous or induced abortion that occurs before the beginning of the twentieth week preceding the expected date of delivery. The duration of the special leave shall be certified by a medical certificate;

(3) for consultations with a health professional with respect to the pregnancy, certified by a medical certificate, or with a midwife. The special leave shall be remunerated and may be taken in half-days up to a maximum of four days. It must be exhausted before the senior administrator is entitled to short-term basic salary insurance.

**87.39.** During the special leave granted under this subdivision, a senior administrator may avail herself of the benefits of the group insurance plans provided for in

Chapter 4. She may also avail herself of the benefits provided for in sections 87.28, 87.30, 87.31, 87.32 and 87.34.

### DIVISION 3 PARENTAL LEAVE

#### §1. *General*

**87.40.** While on a parental leave referred to in this Division, a senior administrator shall retain the employment relationship with the employer. The contract must be renewed. The senior administrator may not be dismissed, except for gross negligence. The employment may not be terminated.

**87.41.** Any leave contemplated in this Division, except that provided for in section 87.45, shall be granted after a written application is submitted to the employer not less than two weeks in advance.

Partial leave without pay may be granted after a written application is submitted not less than 30 days in advance. In the case of leave without pay or partial leave without pay, the application shall state the date of return to work.

The employer shall reply in writing to an application for leave under this section.

**87.42.** A senior administrator who wishes to prematurely terminate a leave without pay or partial leave without pay provided for in subdivisions 3 and 4 of this Division shall notify his employer in writing to that effect at least three weeks before returning to work.

**87.43.** An employer shall send a senior administrator, four weeks in advance, a notice of the date of expiry of his leave without pay. The senior administrator must then give notice of his return to work at least two weeks before the expiry of the leave. If he fails to do so, he is deemed to have resigned.

For partial leave without pay, a senior administrator shall send his employer a notice in writing at least 30 days before his effective return to work.

**87.44.** Upon the expiry of any leave referred to in this Division, a senior administrator shall resume his position with his employer, subject to the provisions respecting employment stability provided for in Chapter 5. His terms of employment, including the salary, shall be the same as those to which he would have been entitled had he remained at work.

#### §2. *Paternity leave*

**87.45.** Upon the birth of his child, a senior administrator is entitled to a paid paternity leave not exceeding five working days. The leave may be interrupted but shall be taken between the date of delivery and the fifteenth day following the date of the mother's or the child's return home. One of those five days may be taken for the child's baptism or registration.

#### §3. *Adoption leave and leave without pay for adoption purposes*

**87.46.** A senior administrator who legally adopts a child other than the child of the senior administrator's spouse is entitled to a leave with pay not exceeding ten consecutive weeks, provided that the senior administrator's spouse, if employed in a public or parapublic sector, does not benefit from the same leave. The leave shall be taken after the issue of the placement order or an equivalent order, in the case of an international adoption, in accordance with the adoption plan, or at another time agreed upon with the employer.

**87.47.** A senior administrator who legally adopts a child and who does not benefit from paid leave as provided for in section 87.46 is entitled to leave not exceeding five working days, the first two of which are with pay.

The leave may be discontinuous and may not be taken after the fifteenth day following the child's arrival in the father's or mother's home.

Notwithstanding the foregoing, where a senior administrator adopts his spouse's child, the senior administrator is entitled to a leave without pay not exceeding two working days.

**87.48.** For each week of leave provided for under section 87.46, the senior administrator shall receive a compensation equal to his weekly salary, paid at two-week intervals, or at weekly intervals, if the salary is paid weekly. The senior administrator is also entitled to all the allowances for regional disparities during the adoption leave.

The weekly salary of a part-time senior administrator is determined in accordance with the provisions of sections 87.17 and 87.18.

**87.49.** A senior administrator shall receive, for adopting a child, a leave without pay not exceeding ten weeks from the date of the actual taking charge of the child, unless it is the child of the senior administrator's spouse. If the adoption does take place, the senior administrator



may convert the leave without pay into leave with pay, if the leave with pay provided for in section 87.46 has not been taken.

**87.50.** A senior administrator who travels outside Québec for adoption purposes, except in the case of the child of the senior administrator's spouse, shall be granted leave without pay for the time required for the trip, upon applying in writing to the employer, if possible two weeks in advance. If the senior administrator does take charge of the child, the maximum duration of the leave without pay shall be ten weeks, in accordance with section 87.49.

**87.51.** The adoption leave with pay provided for in section 87.46 takes effect on the date of the beginning of the leave without pay for adoption purposes, if the duration of such leave is ten weeks, and if the senior administrator so decides after the placement is ordered or, in the case of an international adoption, an equivalent order is issued.

During the leave without pay for adoption purposes, the senior administrator is entitled to the same benefits as those attached to leave without pay and partial leave without pay provided for in this Chapter.

Where the adoption leave takes effect on the date of the beginning of leave without pay, the senior administrator is entitled to the benefits prescribed for adoption leave only.

**87.52.** An employer shall send to a senior administrator, during the fourth week preceding the date of expiry of the ten-week adoption leave, a notice indicating the scheduled date of expiry of the leave.

A senior administrator to whom the employer has sent such a notice shall be at work on the date of expiry of adoption leave, unless it has been extended as prescribed in section 87.54.

A senior administrator who does not comply with the second paragraph is deemed to be on leave without pay for a period not exceeding four weeks. At the end of that period, a senior administrator who is not at work is deemed to have resigned.

**87.53.** A senior administrator who takes the adoption leave provided for in section 87.46 shall avail himself of the benefits prescribed in sections 87.11, 87.31, 87.32 and 87.34.

#### **§4. Parental leave and partial leave without pay**

**87.54.** A senior administrator wishing to extend the maternity leave, paternity leave or adoption leave or leave for adoption purposes may, on agreement with the employer, benefit from a leave without pay or partial leave without pay for a period not exceeding two years. Such leave is restricted to only one spouse, where both spouses work in the public or parapublic sectors, as determined in section 87.30.

**87.55.** A senior administrator on leave without pay or on partial leave without pay is entitled, on agreement with the employer, to avail himself once of

(1) changing the leave without pay into a partial leave without pay or vice versa; or

(2) changing the partial leave without pay into a different leave without pay.

**87.56.** A senior administrator who does not take a leave without pay or partial leave without pay may, for the part of the leave that his spouse did not use, elect to benefit from the leave without pay or partial leave without pay.

**87.57.** A senior administrator may, on agreement with the employer, avail himself of any leave provided for in section 87.54 if his spouse is not employed in the public or parapublic sector as determined in section 87.30. The senior administrator decides of the time at which he takes the leave, within two years following the birth or adoption without exceeding the time limit of two years after the birth or adoption.

**87.58.** A senior administrator who does not avail himself of a leave provided for in section 87.54 shall benefit from a leave without pay of no more than 52 continuous weeks beginning at the time decided by the senior administrator and ending at the latest 70 weeks after the birth or, in the case of adoption of a child other than the child of his spouse, 70 weeks after the child is placed with the senior administrator.

**87.59.** During the leave without pay or partial leave without pay, a senior administrator's continuous service is not interrupted. He may continue to participate in the group insurance plans in accordance with the provisions of section 45. The terms and conditions of the senior administrator's retirement plans apply as prescribed.

With respect to the other terms of employment, a senior administrator who benefits from partial leave

without pay shall be governed, during his time at work, by the rules applicable to a part-time senior administrator.

**87.60.** A senior administrator may take any deferred annual vacation immediately before leave without pay or partial leave without pay, provided that there is no interruption in maternity leave, paternity leave or adoption leave, as the case may be.

For the purposes of this section, statutory or mobile holidays accumulated since the beginning of the maternity leave, paternity leave or adoption leave are treated as deferred annual vacation.

#### *§5. Leave for parental responsibilities*

**87.61.** Leave without pay or partial leave without pay of a maximum duration of one year shall be granted to a senior administrator whose minor child is sick or handicapped or has social or emotional problems and requires the senior administrator's presence.

During the leave, the senior administrator may continue to participate in the group insurance plans in accordance with the provisions of Chapter 4.

A senior administrator may be absent without pay for five days a year, without pay, to fulfil obligations relating to the care, health or education of his minor child in cases where his presence is required due to unforeseeable circumstances or circumstances beyond his control. He must have taken all reasonable steps within his power to assume these obligations otherwise and to limit the duration of the leave. The leave may be divided into days. A day may also be divided if the employer consents thereto. The senior administrator must advise his employer of his absence as soon as possible.

## **CHAPTER 4.2** **DEFERRED SALARY LEAVE PLAN**

### **DIVISION 1** **GENERAL**

#### *§1. Main characteristics*

**87.62.** The deferred or anticipated salary leave plan enables a senior administrator to apportion his salary so as to benefit from remuneration during a period of leave. The plan is not intended to enable a senior administrator to defer income tax or to receive benefits at retirement.

For the duration of his participation in the plan, a senior administrator shall receive no other salary corresponding to the percentage of his salary as determined in

Division 2 of this Chapter from his employer, an employer in the public or parapublic sector, another person or company with whom the employer has ties.

**87.63.** The plan comprises a period of work and a period of leave. The leave with deferred salary is one in which the period of leave follows the entire period of work. The leave with anticipated salary is one in which the period of leave precedes entirely or in part the period of work.

**87.64.** The duration of participation in the plan may be two, three, four or five years. The scheduled duration of participation may however be extended in accordance with the provisions of sections 87.78, 87.81 and 87.82. It may in no case exceed seven years.

#### *§2. Period of leave*

**87.65.** The duration of the period of leave may be six months to one year.

Notwithstanding any provision to the contrary, the period of leave must be taken in whole and consecutive months and may not be interrupted under any circumstances.

The period of leave must begin no later than upon the expiry of a maximum period of six years from the date on which the amounts began to be deferred.

During the period of leave, subject to the provisions of this Chapter, a senior administrator shall be deemed to be on leave without pay.

#### *§3. Period of work*

**87.66.** Subject to the provisions of this Chapter, during the period of work, the senior administrator's availability and work load shall be the same as those he would assume if he were not participating in the plan; furthermore, he is entitled to the same benefits under this Regulation as those to which he would be entitled if he were not participating in the plan.

#### *§4. Eligibility*

**87.67.** To be eligible for the plan, a senior administrator must hold a position and have completed two years of service with his employer.

A senior administrator shall file a written application for participation in the plan with his employer who shall decide on the granting of the deferred or anticipated salary leave plan. The written application shall indicate

the beginning and the end of the duration of participation in the plan, as well as the duration of the period of leave.

**87.68.** A part-time senior administrator shall be eligible on the same conditions as the full-time senior administrator but he may use his period of leave only in the last year of participation in the plan.

The salary he receives during his period of leave shall be based on the average number of hours paid during the period of work preceding the leave.

The compensatory sums provided for the part-time senior administrator's vacation and statutory holidays shall be calculated and paid on the basis of the percentage of the salary determined in accordance with section 87.71.

**87.69.** A senior administrator whose status changes from full-time to part-time during his period of work may elect to:

(1) continue to participate in the plan according to section 87.68; or

(2) withdraw from his agreement on the conditions determined in section 87.88.

A full-time senior administrator who becomes a part-time senior administrator after his period of leave is deemed to remain a full-time senior administrator for the purposes of calculating the percentage of his salary during the period of work following the period of leave.

#### §5. Agreement

**87.70.** If the employer is willing to grant the deferred or anticipated salary leave, a senior administrator shall undertake by agreement to comply with the terms and conditions of the plan, in particular,

- (1) the duration of participation in the plan;
- (2) the duration of the leave;
- (3) the period when the leave will be used; and

(4) the period when the senior administrator resumes his position with his employer after the period of leave for a period at least equal to that of the leave. The employer shall then reinstate the senior administrator in his position, subject to the provisions respecting employment stability provided for in Chapter 5. The terms of employment shall be the same as those to which he would have been entitled had he remained at work.

The agreement shall include the provisions of the plan and the senior administrator shall not be on disability leave, parental leave or leave without pay at the time of the signing.

### DIVISION 2

#### TERMS AND CONDITIONS OF APPLICATION

##### §1. Remuneration

**87.71.** For each year of participation in the plan, a senior administrator shall receive the percentage of his salary provided for in the following table, based on the duration of participation in the plan and the duration of the period of leave:

Period of leave	Duration of participation in the plan			
	2 years	3 years	4 years	5 years
	Percentage of the salary			
6 months	75.00 %	83.33 %	87.50 %	90.00 %
7 months	70.83 %	80.56 %	85.42 %	88.33 %
8 months	66.67 %	77.78 %	83.33 %	86.67 %
9 months	—	75.00 %	81.25 %	85.00 %
10 months	—	72.22 %	79.17 %	83.33 %
11 months	—	69.44 %	77.08 %	81.67 %
12 months	—	66.67 %	75.00 %	80.00 %

**87.72.** The salary on which the percentage is calculated is the one a senior administrator would receive if he did not participate in the plan. The salary includes the increase due to the adjustment of salary classes and the increase for satisfactory performance as provided for in Chapter 3.

It includes the lump sum related to a change of position leading to a salary decrease pursuant to sections 33, 36 and 37, as well as the last paragraph of section 106.

It does not include the additional remuneration for plurality of positions or interim or the compensation and allowances provided for in Divisions 5, 6 and 7 of Chapter 3 as stipulated in the first paragraph.

**87.73.** During the period of leave, a senior administrator is not entitled to any compensation or allowance provided for in Division 7 of Chapter 3. During the period of work, he is entitled to all compensation and allowances.

During his participation in the plan, the senior administrator is entitled to the increase for satisfactory performance as prescribed in section 30.

## §2. *Social security plans*

**87.74.** During the period of leave, the employer shall continue to contribute to the Québec Pension Plan, the Québec Health Insurance Plan and the occupational health and safety plan. The contribution of the employer and the senior administrator to employment insurance does not apply during the period of leave. The participation of the senior administrator in the group insurance plans shall be established in accordance with Division 2 of Chapter 4.

**87.75.** For calculating a pension for the purposes of a retirement plan, the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10) recognizes one year of service for each year of participation in the deferred or anticipated salary leave plan, as well as an average salary based on the salary he would have received had he not participated in the plan.

**87.76.** A senior administrator's contribution to a retirement plan during the years of participation in the plan shall be established by the Regulation respecting certain temporary measures prescribed by Title IV of the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10).

## §3. *Vacation and miscellaneous leave*

**87.77.** During his participation in the plan, a senior administrator shall accumulate continuous service for annual vacation purposes. During the period of leave, he is deemed to have taken the vacation days to which he is entitled for that period. During the period of work, annual vacation shall be remunerated in accordance with the percentage of his salary as determined in section 87.71.

**87.78.** During his participation in the plan, a senior administrator who benefits from leave without pay shall extend the duration of his participation in the plan for a period equivalent to that of the leave without pay without exceeding one year. Leave without pay of more than one year is equivalent to abandoning the plan and the provisions of section 87.88 shall then apply.

**87.79.** The amount the employer shall collect during the extension of a senior administrator's participation in the plan as a result of taking partial leave without pay, is equal to the employer's lost income following the partial leave without pay.

**87.80.** During his participation in the plan, a senior administrator's leave with pay shall be remunerated in accordance with the percentage of his salary as determined in section 87.71.

Leave with pay that falls within the period of leave is deemed to have been taken.

## §4. *Maternity leave*

**87.81.** A senior administrator's participation in the plan shall be suspended for the duration of the maternity leave that occurs during the period of work. The plan shall then be extended for a period equal to the maternity leave.

Where the maternity leave occurs during the period of leave, it is presumed not to have occurred. Notwithstanding the foregoing, it shall be considered to have begun on the scheduled date of a senior administrator's return to work on condition that the provisions of Chapter 4.1 respecting maternity leave are complied with.

Where the maternity leave occurs before the period of leave, a senior administrator may terminate participation in the plan. In such a case, the salary that was not paid for the period of work elapsed shall be reimbursed, in addition to any compensation and, where applicable, the employment insurance benefits provided for the maternity leave, but without interest. The amounts so reimbursed shall be subject to the contribution to the retirement plan.

Subject to sections 87.78 and 87.79, the maternity leave may be extended by a leave without pay or partial leave without pay without affecting the senior administrator's participation in the plan. Notwithstanding the foregoing, for any of the leaves, the duration of participation in the plan shall be extended accordingly, except if the period of leave has begun.

## §5. *Disability*

**87.82.** For the purposes of the short-term salary insurance plan, the following provisions apply:

(1) where the senior administrator becomes disabled during the period of leave, the period of leave shall continue in accordance with section 87.65 and the senior administrator may not benefit from the provisions of the short-term salary insurance plan determined in Division 5 of Chapter 4.

On the scheduled date of return to work, if the senior administrator is still disabled, the disability is then presumed to begin on that date and the senior administrator

shall benefit from the short-term salary insurance plan based on the percentage of salary determined in section 87.71 for the remainder of his participation in the plan;

(2) where the senior administrator becomes disabled during the duration of his participation in the plan but before having used his period of leave and the disability persists until the date on which the period of leave was scheduled, he may elect to:

(a) maintain his participation in the plan and defer the period of leave to a time when he is not disabled. During that time, the officer shall benefit from the short-term salary insurance plan based on the percentage of salary determined in section 87.71 for the remainder of his participation in the plan.

If the disability persists during the last year of the senior administrator's participation in the plan, the plan may then be suspended from the scheduled beginning of the period of leave until the end of the disability. During that time, the senior administrator shall benefit from the short-term salary insurance plan and the period of leave shall begin on the day on which the disability ceases; or

(b) cancel his participation in the plan and the employer shall reimburse him the part of the salary he did not receive for the period of work elapsed, but without interest. The provisions of paragraph 4 of section 87.88 shall apply;

(3) where the senior administrator becomes disabled during his participation in the plan but after having used his period of leave, he shall benefit from the short-term salary insurance plan based on the percentage of salary determined in section 87.71. Upon the expiry of his participation in the plan, the senior administrator shall receive salary insurance based on the salary determined in accordance with the provisions of Division 5 of Chapter 4.

**87.83.** Where the disability persists after 104 weeks, a senior administrator shall benefit from the mandatory basic long-term salary insurance plan, his participation in the plan ends and the following provisions apply:

(1) where the senior administrator has already used his period of leave, he is not required to reimburse the salary he was overpaid; one year of service for retirement plan purposes shall be recognized for each year of participation in the plan;

(2) where the senior administrator has not used his period of leave, he shall receive the portion of salary he has not received for the period of work elapsed, but

without interest. The provisions of paragraph 4 of section 87.88 shall apply.

**87.84.** A part-time senior administrator may avail himself of the provisions of paragraph 2 of section 87.82. Notwithstanding the foregoing, he shall receive, as of the second week of disability, full salary insurance as long as he is eligible due to his disability, in accordance with Division 5 of Chapter 4.

#### *§6. Mobility*

**87.85.** In cases where the senior administrator changes positions pursuant to subdivisions 3 and 4 of Division 4 of Chapter 3, with the same employer, the senior administrator's participation in the plan shall be maintained unless the employer cannot maintain the agreement. In the latter case, the provisions of section 87.88 shall apply with the exception that the senior administrator does not reimburse the salary he was overpaid when his period of leave was used.

Where a senior administrator takes a position with another employer of the public or parapublic sector who offers a comparable plan during the senior administrator's participation in the plan, the conditions for maintaining the agreement remain at the discretion of the new employer. If the latter refuses to maintain the agreement, the provisions of section 87.88 shall apply and the reimbursement, where applicable, shall be made in accordance with section 87.91.

#### *§7. Employment stability*

**87.86.** Following the elimination of his position, a senior administrator who chooses maintenance of his work contract or reinstatement within the sector in accordance with Division 4 of Chapter 5, shall maintain his participation in the plan.

If the senior administrator chooses reinstatement within the sector, his participation in the plan shall be maintained until the effective date of his reinstatement or until he elects to change.

If the participation in the plan of the reinstated senior administrator is not ended with his original employer, he may complete it by means of an agreement with his new employer. Failing such agreement, his participation in the plan shall end and sections 87.88 and 87.91 shall apply.

At the time of a change made pursuant to section 104, where the senior administrator elects to leave the sector, the agreement shall end and section 87.88 shall apply.

**87.87.** Following the elimination of his position, where the senior administrator elects to leave the sector in accordance with Division 5 of Chapter 5, the agreement relating to his participation in the plan shall end and section 87.88 shall apply. Notwithstanding the foregoing, no reimbursement shall be required of him.

### **DIVISION 3**

#### **END OF PARTICIPATION MEASURES**

##### *§1. Resignation, retirement, withdrawal and other departures*

**87.88.** Following a senior administrator's resignation, pre-retirement or retirement, withdrawal from the plan in accordance with the provisions of this Chapter or the expiry of the seven-year time limit in accordance with section 87.64, participation in the plan shall end immediately and the following terms and conditions shall apply:

(1) where a senior administrator has already taken the period of leave, he shall reimburse, without interest, the amounts he received during the period less the amounts already deducted from his salary during the period of work;

(2) where a senior administrator has not yet taken the period of leave, the employer shall reimburse him, without interest, for the difference between the salary he would have received had he not participated in the plan and the salary he actually received since the beginning of his participation in the plan;

(3) during the period of leave, the reimbursement by a senior administrator or the employer shall consist of the difference between the amounts received by the senior administrator during that period of leave and the total amounts already deducted from the salary he received during the period of work. Where the difference is a negative amount, the employer shall reimburse the senior administrator for it, without interest. Where the difference is a positive amount, the senior administrator shall reimburse the employer for that amount, without interest;

(4) for the purposes of retirement plans, the recognized rights are the rights that would have applied had the senior administrator never participated in the plan. Where the period of leave has been taken, the contributions made during that period shall be used to compensate for the contributions that were not made to compensate for any lost pension; a senior administrator may, however, redeem lost years of service under the same conditions as those for leave without pay, in accordance with the provisions of the applicable retirement plan. In addition, where the period of leave has not been taken,

the contributions are usually insufficient to have the total number of years worked recognized. They shall be subtracted from the reimbursement owed to the senior administrator.

##### *§2. Dismissal, non-renewal of appointment, termination of employment*

**87.89.** Upon the senior administrator's dismissal, the non-renewal of his appointment or the termination of his employment, the agreement respecting his participation in the plan is terminated on the date one of the measures takes effect. Section 87.88 then applies.

##### *§3. Death*

**87.90.** The agreement respecting a senior administrator's participation in the plan is terminated on the date of his death. The measures provided for in section 87.88 then apply, with the exception that no reimbursement of overpaid salary shall be required. Notwithstanding the foregoing, any part of the salary that was not paid shall be reimbursed to the senior administrator's successor.

##### *§4. Reimbursements*

**87.91.** Where a senior administrator must reimburse amounts with respect to agreement termination measures respecting his participation in the plan, he shall carry out the reimbursement as of the termination of the plan and according to the terms and conditions of the agreement entered into by him and his employer.

Pursuant to the second paragraph of section 87.85 and the third paragraph of section 87.86, the employer with whom a senior administrator is reinstated shall collect the amount to be reimbursed and periodically remit it to the original employer for the purposes of the plan.

**87.92.** Where a senior administrator does not use his period of leave during his participation in the plan, the employer shall pay him the total amount of salary that was deferred, beginning in the first taxation year following the end of his participation in the plan.

### **CHAPTER 4.3**

#### **PROGRESSIVE PRE-RETIREMENT**

### **DIVISION 1**

#### **GENERAL**

##### *§1. Main characteristics*

**87.93.** Progressive pre-retirement enables a senior administrator to reduce his working hours, for a period of one to five years immediately preceding his retire-

ment. The number of working hours in each calendar year or part thereof during which the progressive pre-retirement applies is not less than 40 % or more than 80 % of the hours worked by a full-time senior administrator.

For the purposes of this Chapter, a “part of a calendar year” means the portion of a calendar year in which a progressive pre-retirement begins or ends.

## §2. Eligibility

**87.94.** To participate in the progressive pre-retirement plan, a senior administrator shall file a written application therefor with his employer. To grant it, the latter shall take into account the needs of the organization. Furthermore, a senior administrator shall meet the following conditions:

- (1) he participates in a retirement plan;
- (2) he holds a regular senior administrator’s position for more than 40 % of full-time employment;
- (3) he holds and sends his employer, at the same time he files his application, an attestation from the Commission administrative des régimes de retraite et d’assurances (CARRA) to the effect that he will be entitled to a retirement pension on the date scheduled for the end of the agreement concluded in accordance with section 87.95;
- (4) he has concluded an agreement with his employer in accordance with Subdivision 3 of this Division;
- (5) he has not already benefited from a progressive pre-retirement plan; and
- (6) at the time of the signing of the agreement, he is not governed by the employment stability measures provided for in Chapter 5.

## §3. Agreement

**87.95.** The written agreement concluded between the senior administrator and the employer shall comply with the provisions of this Chapter and contain the following information:

- (1) the duration of the progressive pre-retirement;
- (2) the proportion of time worked for each calendar year or part thereof during which the progressive pre-retirement applies in accordance with the first paragraph of section 87.93;

(3) the work schedule;

(4) an undertaking by the senior administrator to retire upon completion of the progressive pre-retirement, subject to Division 3 of this Chapter.

**87.96.** During progressive pre-retirement, the senior administrator and the employer may agree in writing to amend the agreement concluded under the provisions of this subdivision, provided that the amendments comply at all times with the other terms and conditions of application of the plan.

The amendments may concern the duration of the agreement, the percentage of the time worked for each of the years or parts thereof covered by the progressive pre-retirement or the work schedule. Any amendment to the dates of the beginning or end of the agreement must be agreed to beforehand by the CARRA.

**87.97.** Where the years of service or parts thereof credited to the senior administrator at the end of the agreement are less than those estimated by the CARRA, the agreement shall be extended to the date on which those years or parts of years correspond to the estimate made by the CARRA.

Where the senior administrator is not entitled to his pension at the end of the agreement, the agreement shall be extended to the date on which the senior administrator is entitled to it.

## DIVISION 2 TERMS AND CONDITIONS OF APPLICATION

### §1. Salary and other benefits

**87.98.** The salary of a senior administrator in progressive pre-retirement shall be paid for the entire calendar year or part thereof in proportion to the time worked as provided for each of the years or parts thereof covered by the agreement.

**87.99.** During the period of progressive pre-retirement, a senior administrator accumulates continuous service as though he had not availed himself of progressive pre-retirement.

**87.100.** Where an employer eliminates the position of a senior administrator in progressive pre-retirement, the agreement shall continue to apply. The senior administrator shall retain the status of senior administrator for the duration of the agreement, and the employment stability measures provided for in Chapter 5 shall not apply. Notwithstanding the foregoing, the employer shall

establish, with the senior administrator, a plan of utilization based on the time worked as provided for in the agreement.

**87.101.** Subject to the provisions of this Chapter, a senior administrator in progressive pre-retirement shall benefit from the terms of employment provided for in this Regulation, which apply in proportion to the time worked as provided for in the agreement.

## §2. Sick-leave fund

**87.102.** A senior administrator who benefits from progressive pre-retirement may agree with his employer to use his sick-leave fund to dispense himself from all or part of the working time provided for in the agreement. Each sick-leave day thus used is equal to one day worked, in accordance with paragraph 3 of section 86. The terms and conditions of such use must be provided for in the agreement concluded under section 87.95.

The remainder of the sick-leave fund has a monetary value and is payable in accordance with paragraph 4 of section 86.

## §3. Group insurance plans

**87.103.** A senior administrator is entitled, for the duration of the agreement, to the coverage of his group insurance plans provided for in section 62 on the basis of the time worked before the beginning of the agreement.

A disabled senior administrator who benefits from the short-term salary insurance plan shall receive a benefit on the basis of the time worked as prescribed for each of the calendar years or parts thereof contemplated by the agreement but reduced, where applicable, by the sick-leave days to be used in accordance with section 87.102. The benefit shall be paid for the duration of the disability, but does not extend beyond the date of expiry of the agreement.

During the period of disability, a senior administrator may use, in whole or in part, his sick-leave fund to make up the difference between his short-term salary insurance benefit and his net salary, in accordance with paragraph 2 of section 86.

**87.104.** During a senior administrator's progressive pre-retirement, the contribution of the employer and that of the senior administrator to the group insurance plans shall be maintained based on the time worked by the senior administrator before the agreement comes into effect. The same rule applies to health and accident insurance plans, but based on a senior administrator's normal full-time schedule.

Where the duration of the agreement extends beyond 104 weeks, the contribution of the employer and that of the senior administrator to the mandatory long-term salary insurance plans shall be maintained, subject to the provisions of the master policy.

## §4. Retirement plan

**87.105.** During a senior administrator's progressive pre-retirement, the pensionable salary for the years or parts thereof covered by the agreement for the purposes of the retirement plan is the salary that the senior administrator would have received had he not availed himself of progressive pre-retirement or would have been entitled to receive for a period in which he receives salary insurance benefits. The service credited is the service that would have been credited to him had he not availed himself of progressive pre-retirement.

**87.106.** During the progressive pre-retirement, a senior administrator shall pay contributions to his retirement plan that are equal to the contributions that he would have made had he not availed himself of progressive pre-retirement.

If the senior administrator receives short-term salary insurance benefits, a disabled senior administrator's exemption from making contributions to the retirement plan is the exemption to which he would have been entitled had he not availed himself of progressive pre-retirement. Such exemption shall not exceed the end date of the agreement.

If the senior administrator receives long-term salary insurance benefits, the insurer shall make the contributions to the retirement plan that would have been made by the senior administrator had he not availed himself of progressive pre-retirement until the end of the agreement.

## DIVISION 3 END OF THE AGREEMENT

**87.107.** The agreement ends if a senior administrator holds a new position with another employer of the public or parapublic sector, unless the new employer agrees to continue the agreement and the CARRA approves such continuation.

**87.108.** Where the agreement becomes null or is terminated pursuant to section 87.107 or because of circumstances provided for in the regulations made under the Act respecting the Government and Public Employees Retirement Plan, the Act respecting the Teachers Pension Plan, the Act respecting the Civil Service Superannuation Plan, the pensionable salary, the service



credited and the contributions to the retirement plan shall be determined, for each of the circumstances, in the manner prescribed by those regulations as they read on the date on which they are applied.”.

**7.** This Regulation replaces Chapters 5, 8, 9 and 9.1 of the Regulation respecting certain terms of employment applicable to executive directors of regional boards and of public health and social services institutions made by Order in Council 1179-92 dated 12 August 1992.

**8.** This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec* except for section 4 that has effect from 1 May 1999.

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Gouvernement du Québec

**T.B. 193821**, 21 September 1999

An Act respecting health services and social services (R.S.Q., c. S-4.2)

**Regional boards and health and social services institutions**

— **Officers**

— **Amendments**

Regulation to amend the Regulation respecting accessibility to positions, remuneration, group insurance plans and employment stability measures applicable to officers of regional boards and health and social services institutions

WHEREAS the Government made the Regulation respecting accessibility to positions, remuneration, group insurance plans and employment stability measures applicable to officers of regional boards and health and social services institutions by Order in Council 1218-96 dated 25 September 1996;

WHEREAS it is necessary to amend the provisions of the Regulation concerning leave for activities in the North, performance premiums, the parental rights and deferred salary leave plans and progressive pre-retirement;

WHEREAS under sections 159 and 205 of the Act to amend the Act respecting health services and social services and amending various legislative provisions (1998, c. 39) and section 487.2 of the Act respecting health services and social services (R.S.Q., c. S-4.2; 1998, c. 39, s. 155), such a regulation must be submitted for approval by the Conseil du trésor;

THEREFORE, THE CONSEIL DU TRÉSOR PRESCRIBES:

1. THAT the Regulation to amend the Regulation respecting accessibility to positions, remuneration, group insurance plans and employment stability measures applicable to officers of regional boards and health and social services institutions, attached hereto, be approved;

2. THAT the Regulation be published in the *Gazette officielle du Québec*.

ALAIN PARENTEAU,  
*Clerk of the Conseil du trésor*

**Regulation to amend the Regulation respecting accessibility to positions, remuneration, group insurance plans and employment stability measures applicable to officers of regional boards and health and social services institutions<sup>(\*)</sup>**

An Act respecting health services and social services (R.S.Q., c. S-4.2, s. 487.2)

**1.** The following is substituted for the title of the Regulation respecting accessibility to positions, remuneration, group insurance plans and employment stability measures applicable to officers of regional boards and health and social services institutions:

“**Regulation respecting certain terms of employment applicable to officers of regional boards and health and social services institutions**”.

**2.** The table of contents of the Regulation is amended

(1) by adding the following Division after Division 3 of Chapter 1:

\* The Regulation respecting accessibility to positions, remuneration, group insurance plans and employment stability measures applicable to officers of regional boards and health and social services institutions, made by Order in Council 1218-96 dated 25 September 1996 (1996, *G.O.* 2, 4202), was last amended by the Regulation made by Order in Council 926-97 dated 9 July 1997 (1997, *G.O.* 2, 4178). For previous amendments, refer to the *Tableau des modifications et Index sommaire*, Éditeur officiel du Québec, 1999, updated to 1 March 1999.