

2. Any senior staff member who participates in a supplemental pension plan under the supervision of the CARRA shall be entitled to a leave with pay the duration of which shall correspond to 0.83% of the number of days for which he was entitled to a salary, as a senior staff member, for the period extending from 1 January to 31 December of the same year, without exceeding 2 days per year. However, no leave may be granted for any period before 1 January 2000.

Where the calculation of the number of days of leave yields a fraction of a day, this fraction shall be rounded off to a half-day if it is equal to or greater than 0.25 and to a full day if it is equal to or greater than 0.75.

This leave shall be used in accordance with the annual vacation plan in force at the college or shall be replaced in whole or in part by a lump sum if it has not been used during the 12 months following its acquisition. In that case, for each unused leave day, the lump sum shall correspond to 0.415% of the salary received during the year of acquisition in the capacity of senior staff member or of the salary that the senior staff member would have received had he not participated in the leave plan with deferred salary.

Where the senior staff member has died, the employer shall pay an amount equal to the value of the acquired but unused days of leave, without exceeding 4 days.

3. Section 2 shall apply to any senior staff member assigned to a unionizable position if he participates in a pension plan other than the GPERP in respect of a non-unionizable employee, the Pension Plan for Management (PPM) or the Retirement Plan for Senior Officials (RPSO).

In that case, section 2 shall apply from the date on which the senior staff member starts to hold a unionizable position, if this date occurs after 31 December 1999, and shall continue to apply for any period during which the insurance plans provided for in this Regulation apply to the employee.”.

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

4765

Gouvernement du Québec

T.B. 197467, 18 December 2001

General and Vocational Colleges Act
(R.S.Q., c. C-29)

**General and vocational colleges
— Certain conditions of employment of senior executives
— Amendments**

Regulation to amend the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges

WHEREAS under section 18.1 of the General and Vocational Colleges Act (R.S.Q., c. C-29), the Minister of Education may determine, by regulation and with the authorization of the Conseil du trésor, conditions of employment for, the classification and maximum number per class of the positions held by, and the remuneration, recourses and rights of appeal of the members of the staff who are not members of a certified association within the meaning of the Labour Code (R.S.Q., c. C-27);

WHEREAS the Minister made the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges by Minister's Order 1-89;

WHEREAS the Minister of Education is of the opinion that it is expedient to amend the Regulation;

WHEREAS on 11 December 2001, the Minister of Education ordered that the Regulation to amend the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges be made;

THE CONSEIL DU TRÉSOR DECIDES:

1. to approve the Regulation to amend the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges attached hereto;

2. to ask for the publication of the Regulation in the *Gazette officielle du Québec*.

ALAIN PARENTEAU,
Clerk of the Conseil du trésor,

Regulation to amend the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges¹

General and Vocational Colleges Act
(R.S.Q., c. C-29, s. 18.1)

1. The Regulation respecting certain conditions of employment of senior executives of general and vocational colleges is amended by replacing Chapter VIII by the following:

“CHAPTER VIII GROUP INSURANCE PLANS

65. A senior executive is covered by the group insurance plans offered to management staff in the public and parapublic sectors, subject to their rules of eligibility.

The plans are as follows:

(a) plans that are self-insured by the Government of Québec:

1° a short-term salary insurance plan, as established in Division I;

2° a uniform life insurance plan, as established in Division II;

3° a survivors' pension plan.

(b) plans that are insured by an insurance company:

1° compulsory basic plans:

i. a life insurance plan;

ii. a health-accident insurance plan. This plan shall not apply, however, to a senior executive whose application for exemption is accepted by the college in accordance with the insurance policy;

iii. a long-term salary insurance plan.

2° complementary plans:

i. an optional additional life insurance plan;

ii. a compulsory long-term salary insurance plan.

The coverage offered by these insured plans as well as the terms and conditions thereof are contained in the “Master policy of the group insurance plan applicable to management staff”.

66. A senior executive who, prior to becoming a senior executive governed by this Regulation, was in the employ of an employer in the public or parapublic sector and was eligible for a group insurance plan applicable to employees in that sector shall be eligible for the insurance plans provided for in this Chapter on the date on which he assumes the position of senior executive covered by this Regulation, provided that his previous employment ended not more than 30 days prior to the date on which he assumes the position and that he furnishes proof of his previous position.

66.1 Subject to section 66, a senior executive holding a senior executive position for 70% or more of the full-time equivalent is eligible for the insurance plans provided for in this Chapter on the expiry of a 1-month period from the date on which he assumes his position, provided that he is working. If he is not working on that date, he shall be eligible for those plans on the date of his return to work.

66.2 Subject to section 66, a senior executive holding a position for more than 25% but less than 70% of the full-time equivalent shall be eligible for the insurance plans provided for in this Chapter on the expiry of a 3-month period from the date on which he assumes his position, provided that he is working. If he is not working on that date, he shall be eligible for those plans on the date of his return to work.

66.3 A senior executive who is reassigned to a non-unionized unionizable position shall retain, on the date of his reassignment and on the condition that he has held a senior staff or senior executive position for at least 2 years, the group insurance plans provided for in this Chapter.

A senior executive who is reassigned to a position covered by union certification shall retain, on the date of his reassignment and on the condition that he has held a senior staff or senior executive position for at least 2 years, the group insurance plans provided for in this Chapter insofar as the collective agreement so allows.

¹ The latest amendments made to the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges (Minister's Order 1-89 of the Minister of Higher Education and Science dated 7 December 1989 (1990, *G.O.* 2, 714) were made by the Minister's Order of the Minister of Education dated 9 May 2000 (2000, *G.O.* 2, 2895) and the Minister's Order dated 21 June 2001 (2001, *G.O.* 2, 4597). For previous amendments, see *Tableau des modifications et Index sommaire*, Publications du Québec, 2000, updated to 1 February 2000.

67. A senior executive's salary for the purposes of the group insurance plans shall be that determined in section 76.

67.1 The college may not terminate the employment relationship of a senior executive who receives short-term or long-term salary insurance benefits for the sole reason that he is totally disabled.

67.2 For the purposes of the short-term salary insurance plan, any total disability beginning during the leave or absence without pay shall be considered as beginning on the date on which the leave or absence ends.

68. During a leave without pay or a partial leave without pay of less than 30 days, the senior executive shall continue to participate in the insurance plans and shall pay the amount he would pay were he at work.

When the duration of a leave without pay, other than a part-time leave without pay, extends over a period of 30 days or more or during any other absence without pay, a senior executive shall continue to participate in the uniform life insurance plan. Moreover, the senior executive shall continue to participate in the compulsory basic health-accident insurance plan by paying his contribution and that of the college to the plan and he may, if he so requests the college before the beginning of the leave or absence, continue to participate in all the insured plans to which he subscribed before the leave or absence according to the provisions of the master policy.

When the partial leave without pay extends over a period of 30 days or more, the senior executive shall continue to participate in the insurance plans on the basis of the time normally worked. However, the senior executive who continues to participate in the plans on the basis of the time normally worked prior to the partial leave without pay shall also pay his contribution and that of the college to the plans on the basis of the time not worked, excluding the college's contribution to the compulsory basic health-accident insurance plan which continues to be assumed by the latter.

The senior executive who continues to participate in all the insured plans to which he subscribed before the leave or absence without pay shall also continue to participate in the survivors' pension plan by paying the premium determined by the Treasury Board to cover the cost of the plan.

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

DIVISION I

SHORT-TERM SALARY INSURANCE

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

70. For the first week of total disability, a senior executive shall receive the salary to which he would have been entitled had he been at work.

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

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

71. A senior executive receiving salary insurance benefits may return to work on a gradual basis when authorized by the college provided that, during that period, he carries out the duties attached to the position he held prior to his total disability or any other position calling for comparable remuneration that may be offered by the college.

Such period shall not normally exceed 6 consecutive months and shall not have the effect of extending the period of total disability beyond the 104 weeks of short-term salary insurance benefits.

During that period, the senior executive shall receive the salary for the work performed as well as the salary insurance benefits calculated in proportion to the time not worked. He shall be deemed to be totally disabled during that period, while still being covered by the salary insurance plan.

72. For the purposes of the short-term salary insurance plan, total disability means a state of incapacity resulting from an illness, an accident or serious complications of a pregnancy or a surgical procedure directly related to family planning necessitating medical care and rendering the senior executive totally unable to perform the usual duties of his position or of any other similar position calling for comparable remuneration that may be offered by the college.

73. 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 senior executive's regular position. The computation of the 15-day period of actual work shall not take into account vacation, paid legal holidays, leaves without pay, leaves related to parental rights or any other absence, whether remunerated or not.

Total disability resulting from a deliberately self-inflicted illness or injury, alcoholism or drug addiction, service in the armed forces, active participation in a riot or insurrection, or from indictable or other offences shall not be recognized as a period of total disability. However, in the case of alcoholism or drug addiction, the period during which a senior executive is receiving treatment or medical care with a view to his rehabilitation shall be recognized as a period of total disability.

74. A senior executive who is unable to perform his duties because of a work accident that occurred while he was in the employ of the college shall receive his regular salary from the 1st to the 104th week of his total permanent or temporary disability as if he had remained at work.

In such case, the senior executive shall receive an amount equal to the difference between his net salary and the indemnity prescribed by the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001). Such amount constitutes a gross salary from which the college shall make the necessary deductions, contributions and assessments prescribed by the Act and this Regulation.

For the purposes of this section, a senior executive's net salary means his gross salary less federal and provincial income taxes and contributions to the Québec Pension Plan, the employment insurance plan, the pension plan and the insured plans.

75. In the specific case of a disability granting entitlement to indemnities paid under the Régime d'assurance-automobile du Québec (RAAQ), the salary or benefits payable by the college are as follows:

The college shall determine the net salary or net benefit by deducting from the gross salary or gross benefit provided for in section 70, all the deductions required by law (income tax, Q.P.P., employment insurance). The net salary or net benefit obtained shall be reduced by the benefit received from the Régime d'assurance-automobile du Québec (RAAQ); the balance outstanding becomes the taxable gross income from which the college shall make all the deductions, contributions and assessments required by law and this Regulation.

76. The remuneration of a person from the 1st to the 104th week of disability includes:

1° his salary;

2° any lump sum resulting from the application of the rules respecting annual increments, where applicable;

3° any lump sum resulting from the application of Division II of Chapter III of this Regulation, where applicable;

4° any stand-by premiums and premiums for regional disparities in accordance with the conditions set out in section 25 of this Regulation for the granting of such premiums, where applicable.

77. A disabled senior executive shall continue to be a participant in the insurance plans and in the pension plan to which he is subject.

However, from the 2nd week of total disability, he shall be exempted from contributing to the complementary plans and to the pension plan to which he is subject if the plan so provides.

During that period, the compulsory basic insured plan premium, including the contribution of the senior executive and that of the college, shall be assumed by the college.

78. The salary and benefits paid under section 70 shall be reduced by the amount of any disability benefits paid under a federal or provincial statute, but without counting subsequent increases in basic benefits paid under a federal or provincial statute as a result of indexation.

79. A person entitled to disability benefits under a federal or provincial statute shall immediately inform the college.

80. Salary insurance benefits shall be paid directly by the college upon submission of the supporting documents required under section 81.

81. At any time, the college may require that a person absent because of disability submit a medical certificate stating the nature and duration of the disability.

On his return to work, the college may require the person to undergo a medical examination to determine whether he has sufficiently recovered to be able to return to work. If, in such a case, the opinion of the physician chosen by the college is contrary to that of the physician consulted by the person, the 2 physicians shall agree on the choice of a third physician whose decision shall be final.

82. Participation by a senior executive in the short-term salary insurance plan and entitlement to benefits shall terminate on the earlier of the following dates:

(1) the date on which he is no longer covered by this Chapter;

(2) the date on which his total pre-retirement leave prescribed in sections 49 and 121 begins;

(3) the date of his retirement;

(4) the date on which he begins to use his sick-leave days to entirely offset the time worked prescribed in the agreement concerning progressive retirement which immediately precedes retirement.

DIVISION II

UNIFORM LIFE INSURANCE PLAN

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

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

83.1 The uniform life insurance plan shall terminate on the earlier of the following dates:

(1) the date on which he is no longer covered by this Chapter;

(2) the date of his retirement.

DIVISION II.1

SURVIVORS' PENSION PLAN

83.2 The provisions of the Directive concernant le régime de rentes de survivants shall apply to senior executives, subject to the following provisions:

(1) the words “civil servant” and “remuneration” are replaced respectively by the words “senior executive” and “salary”;

(2) the definition of “remuneration” found in section 2 of the directive is replaced by the following definition:

“salary”:

— for a disability which began after 31 December 1981, salary means that set out in section 76 of this Regulation as well as, where applicable, the compulsory complementary long-term salary insurance plan;

— for a disability which began on or prior to 31 December 1981, salary means the senior executive’s annual salary.

DIVISION III

PLANS INSURED BY THE INSURER

83.3 The provisions of this division, with the exception of section 83.5, shall apply to a senior executive who became totally disabled after 31 March 1994.

83.4 In Divisions III, IV and V, the following terms and expressions mean:

“employment” or “rehabilitative employment”: employment for which a senior executive is reasonably qualified according to his education, training and experience; such employment may be a senior executive position or equivalent employment to that held prior to his appointment to a senior executive, professional or teaching position or, in the case of a manager, a support position;

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

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

Cost-sharing of Compulsory Plans

83.5 The cost of the compulsory plans shall be shared by the government and all the participants of the plans according to the terms and conditions of the insuring agreement signed on 2 October 2001 by the Government of Québec and the associations representing the participants of the group insurance plans for management staff in the public and parapublic sectors for the duration of the said agreement.

Sectorial Committee

83.6 A sectorial committee shall be set up, at the request of either party, to study any specific problem dealing with the return to work and to propose appropriate solutions to the problems encountered by the col-

lege, a senior executive and the insurer, particularly in the case of a return to work which could involve using the senior executive's services temporarily or his moving. The committee shall be composed of a representative of each of the following bodies: the Fédération des cégeps, the Association des directeurs généraux des cégeps, the Association des directrices et des directeurs des études des cégeps du Québec and the Ministère de l'Éducation. The committee may call upon the services of resource people, where applicable.

Medical Arbitration Tribunal

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

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

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

(1) the senior executive was party to the medical arbitration agreement concluded with the insurer;

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

83.9 Where the Medical Arbitration Tribunal confirms that the senior executive does not comply with the definition of total disability, the contributions of both the college and the senior executive to the insurance and

pension plans shall be paid retroactively to the date on which the payment of benefits was suspended or the refusal of payment came into effect and the senior executive shall continue to receive from the college a salary equal to the benefit until such time as it offers him a position. Where the senior executive submits the disagreement to the tribunal, he must reimburse the college for the salary paid to him between the date on which the payment was suspended or the refusal of payment of the benefit by the insurer came into effect and the decision of the tribunal.

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

Offer of Employment

83.10 Where the college agrees with the decision of the insurer to the effect that the senior executive does not comply with the definition of total disability, it shall offer him a position in writing. If the senior executive also concurs with the decision, the terms and conditions set out for the waiting period for a position or acceptance of a position shall apply. The same applies when the Medical Arbitration Tribunal confirms that a senior executive does not comply with the definition of total disability.

83.11 A senior executive who accepts the position offered by the college under this division shall be assigned the classification corresponding to his new position. The salary determined when the new classification is attributed due to disability cannot exceed the maximum of the salary scale for the position and Division II of Chapter III shall not apply.

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

Waiting Period for a Position

83.12 Where the college and the senior executive agree with the insurer's decision according to which the senior executive does not comply with the definition of total disability or, on the date of the Medical Arbitration Tribunal's decision to this effect, the senior executive shall receive, during the waiting period for a position, a salary equal to the benefit and the contributions of both the senior executive and the college to the pension and

insurance plans shall be determined on the basis of that salary. The college may use the senior executive's services temporarily during that period.

83.13 The salary equal to the benefit paid to the senior executive as provided under this division cannot exceed the date of termination of the benefit prescribed in the master policy.

Termination of Employment

83.14 The senior executive who does not comply with the definition of total disability after the first 104 weeks of total disability cannot refuse a position offered to him in a college in his area, except for the period during which he submitted his disagreement with the insurer to the Medical Arbitration Tribunal. The duration of the regular workweek of such a position must not be less than that of the position held by a senior executive at the beginning of the total disability. Before proceeding with the dismissal, the college shall forward a 15-working day notice to the senior executive and shall forward a copy thereof to the sectorial committee.

During that period, the committee may make appropriate recommendations in accordance with section 83.6.

DIVISION IV REHABILITATION

Eligibility

83.15 A senior executive shall be eligible for rehabilitation as provided in the master policy if he meets the following eligibility criteria:

- (1) total disability began after 31 March 1994 and the senior executive has been totally disabled for 6 months or more;
- (2) total disability began more than 2 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.

83.16 A senior executive shall not be eligible for rehabilitation in the following circumstances:

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

or

(2) the insurer confirms that the senior executive will not return to work;

or

(3) the insurer confirms that the senior executive does not qualify for rehabilitation.

Offer of Rehabilitative Employment

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

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

Rehabilitation During the First 104 Weeks

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

The benefit shall be subject to the provisions relating to the waiver of contributions to the insurance and pension plans as well as to the provisions relating to the coordination of the benefit according to the terms and conditions prescribed in Division I.

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

83.20 Despite the fact that he is already deemed to be totally disabled, the senior executive who is again absent from work due to total disability resulting from the same illness or accident, prior to the termination of the first 104 weeks of disability but after having undergone rehabilitation, shall be considered as suffering from a relapse of the same disability.

In this case, the senior executive shall continue to receive a benefit equal to 90% of the salary to which he would have been entitled had he been at work in his position, up to 104 weeks from the beginning of the disability and the second paragraph of section 83.19 shall apply.

83.21 Where a new total disability begins prior to the end of the first 104 weeks of the first disability but after having undergone rehabilitation, a senior executive shall be deemed to be totally disabled for the position he holds at the beginning of such new disability. However, a senior executive shall continue to receive a benefit equal to 90% of the salary to which he would have been entitled had he been at work in the position he held at the beginning of the first total disability period up to 104 weeks from the beginning of the first total disability period and the second paragraph of section 83.19 shall apply.

At the end of the first 104 weeks of the first total disability period, a senior executive whose rehabilitation occurred during rehabilitative employment shall be assigned a new classification in accordance with section 83.25.

As of the date on which the new classification is assigned, Division I shall apply up to the 104th week from the beginning of the new disability period to the salary determined when the new classification was assigned.

Rehabilitation Occurring Before and After the 104th Week

83.22 A senior executive whose partial rehabilitation occurs after the 104th week of total disability shall benefit from the provisions of section 83.19 up to the end of the 104th week of disability.

From the 105th week to the end of the rehabilitation, a senior executive shall receive for the time worked the salary earned from rehabilitative employment that he

would have received had he been classified in that position, provided that it not be less than the compulsory basic long-term salary insurance benefit and, for the time not worked, a salary equal to that benefit. However, the senior executive whose rehabilitation occurs in his position shall receive his salary for the time worked and a salary equal to the compulsory basic long-term salary insurance benefit for the time not worked.

Rehabilitation After the 104th Week

83.23 A senior executive whose total rehabilitation occurs after the 104th week of total disability shall receive for the time worked the salary earned from rehabilitative employment he would have received had he been classified in that position, provided that it not be less than the compulsory basic long-term salary insurance benefit.

Training and Classification

83.24 Any period during which a senior executive carries out training or professional development activities prescribed by the rehabilitation program approved by the insurer shall be considered as time worked.

83.25 A senior executive shall be assigned the classification and the salary of the rehabilitative employment at the end of the 104th week of disability or, where applicable, at the end of the rehabilitation if the latter ends after the 104th week and Division II of Chapter III shall not apply.

Contributions of both the senior executive and the college to the insurance plans and pension plans shall be determined on the basis of the salary of the rehabilitative employment.

DIVISION V SPECIAL PROVISIONS

83.26 A senior executive whose total disability begins after 31 March 1994 and who returns to work is entitled to a benefit under the compulsory complementary long-term salary insurance plan if he meets the conditions prescribed in the master policy. This plan prescribes a benefit in addition to the salary.

83.27 The senior executive who receives benefits under the compulsory basic long-term salary insurance plan may, instead of the benefits, choose to take a total preretirement leave under section 121. However, this total preretirement may not extend beyond the termination date of the benefits under this plan which would have been otherwise applicable.

83.28 The provisions dealing with the definition of total disability, the definition of a total disability period and the benefits, applicable to the disabled senior executive on 31 March 1994, shall continue to apply to him.”.

2. Chapter IX of the said Regulation is replaced by the following:

**“CHAPTER IX
PARENTAL RIGHTS**

**DIVISION I
GENERAL PROVISIONS**

84. The provisions of this Chapter shall not have the effect of granting a monetary or nonmonetary benefit to which a senior executive would not have been entitled had he or she remained at work.

For the purposes of this Chapter, “spouses” means persons:

- (1) who are married and cohabiting ; or
- (2) who are living in a conjugal relationship and are the father and mother of the same child ; or
- (3) who are of the opposite or the same sex and have been living in a conjugal relationship for a period of not less than one year.

However, persons shall cease to be considered as spouses upon the dissolution of their marriage through divorce or annulment or, if they are married or living in a conjugal relationship, upon a de facto separation for a period exceeding 3 months.

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

**DIVISION II
MATERNITY, PATERNITY OR ADOPTION LEAVE**

86. Maternity leave shall not exceed 20 consecutive weeks, including the day of delivery.

87. A senior executive who gives birth to a stillborn child after the beginning of the 20th week preceding the expected date of delivery shall also be entitled to maternity leave.

88. When a senior executive has sufficiently recovered from the delivery, but her child is unable to leave the health care institution, she may interrupt her maternity leave by returning to work.

89. A senior executive whose child is hospitalized within 15 days of birth shall also have the same right.

90. Maternity leave may be interrupted only once and shall resume when the child is brought home. When a senior executive resumes her maternity leave, the college shall pay her only the allowance to which she would have been entitled had she not interrupted her leave.

90.1 Should a senior executive’s spouse who is on maternity leave die, the remainder of the 20 weeks of maternity leave and the rights and benefits attached thereto shall be transferred to the senior executive.

91. A senior executive on maternity leave who has accumulated 20 weeks of service prior to the beginning of her leave and whose application for maternity benefits under the employment insurance plan has been accepted shall receive the compensation provided for in sections 93 to 102 for the duration of her leave.

92. A senior executive excluded from receiving employment insurance benefits or declared ineligible to receive them shall also be excluded from any other compensation. However, a senior executive working full time who has accumulated 20 weeks of service prior to the beginning of her maternity leave shall receive the compensation provided for in sections 93 to 102 for a period of 12 weeks, if she is ineligible for employment insurance benefits because she did not hold an insurable position for the required number of hours during the reference period prescribed by the employment insurance plan.

93. Service shall be calculated with any employer that is a public or parapublic sector body (public service, education, health services and social services), a regional health and social services board, a body with employees whose employment conditions or salary standards and scales are determined or approved by the Government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires or a body mentioned in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

93.1 The allowance paid during maternity leave shall include salary and any lump sums attached to the annual increment, less :

(1) 7% of that amount for a senior executive exempted from contributing to the retirement and employment insurance plans or 5% of that amount for a senior executive not exempted from contributing to the retirement plan;

(2) employment insurance benefits that a senior executive receives or could receive; and

(3) maternity leave benefits paid by the Government of Québec.

94. The allowance shall be computed on the basis of the employment insurance benefits to which a senior executive is entitled without taking into consideration the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties, or other amounts recoverable under the employment insurance plan.

95. Where the number of weeks of employment insurance benefits is reduced by Human Resources Development Canada (HRDC), a senior executive shall continue to receive the allowance without taking into account that reduction by HRDC as if she had received employment insurance benefits during that period.

96. A college shall not reimburse a senior executive for amounts that may be required of her by HRDC under the employment insurance plan where her income exceeds 1 1/4 times the insurable maximum.

97. No compensation shall be paid during a vacation period for which a senior executive receives remuneration.

98. A college may not offset, by means of the allowance paid to a senior executive on maternity leave, a reduction in employment insurance benefits attributable to income earned from another employer.

99. Notwithstanding section 98, the college shall pay compensation if the senior executive proves, by means of a letter to this effect from the employer who pays this regular salary, that the income earned from another employer is regular salary. Where the senior executive proves that only a portion of that income is regular salary, compensation payable shall be in proportion to that portion.

100. An employer who pays the regular salary referred to in section 99 must, at the senior executive's request, provide such a letter.

101. The total amounts received by a senior executive during her maternity leave as employment insurance benefits, compensation and salary may not exceed 93% of the salary paid by her employer or, where applicable, by her employers.

102. Compensation owing for the first 2 weeks shall be paid by the college within the 2 weeks following the beginning of the leave. Compensation owing after that date shall be paid every 2 weeks; in the case of a senior executive eligible for employment insurance benefits, the first installment shall only become payable 15 days after the college receives proof that the senior executive is receiving employment insurance benefits. For the purposes of this section, a statement of benefits, stub or a computerized information statement provided by HRDC to the college shall be accepted as proof.

103. A senior executive shall be entitled to paid leave upon the birth of his child, the duration of which shall not exceed 5 working days. He shall also be entitled to such leave if the child is stillborn and the birth occurs after the beginning of the 20th week preceding the due date. This paid leave may be discontinuous but must be taken between the beginning of the delivery and the 15th day following the mother's or the child's return home. One of the 5 days may be used for the baptism or the registration.

104. A senior executive who legally adopts a child, other than his or her spouse's child, shall be entitled to a leave of absence the duration of which shall not exceed 10 consecutive weeks provided that his or her spouse, employed in the public or parapublic sector, is not also on such a leave. During the adoption leave, the senior executive shall receive compensation equal to the salary he or she would have received had he or she remained at work. 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.

105. A senior executive who legally adopts a child, other than his or her spouse's child, and who does not benefit from the leave for adoption prescribed in section 104 shall be entitled to a leave for a maximum period of 2 working days with pay.

106. A senior executive shall benefit, with a view to adopt a child, other than his or her spouse's 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.

107. A senior executive who must travel outside Québec to adopt a child, other than his or her spouse's child, shall be entitled, for that purpose and upon written request to the college, to a leave without pay for the required travel time. Where the trip results in the senior executive obtaining actual custody of the child, the duration of the leave without pay shall not exceed 10 weeks in accordance with section 106. During the leave, the senior executive shall be entitled to the same benefits as those attached to leave without pay prescribed in this Chapter.

108. The leave for adoption provided for in section 104 may take effect on the date of the beginning of the leave without pay with a view to adopt where the duration of the latter shall not exceed a consecutive period of 10 weeks and where the senior executive so decides upon making the request provided for in section 106.

108.1 If, however, no adoption results following such leave with a view to adopt for which the senior executive received an allowance under section 104, the senior executive shall be deemed to have been on leave without pay and he or she shall repay the allowance to the college.

109. Where leave for adoption takes effect on the date of the beginning of the leave without pay, a senior executive shall be entitled only to the benefits prescribed for the leave for adoption.

110. For the purposes of applying the provisions respecting employment stability, a senior executive shall continue to accumulate experience and continuous service during maternity leave, adoption leave or leave without pay for an adoption.

A senior executive shall continue to participate in the group insurance plans, with the exception of salary insurance benefits, to receive the stand-by premium or the premium for regional disparities, where applicable, and to accumulate service for the purposes of acquiring vacation credit during a leave provided for in this Chapter that grants entitlement to compensation or a salary.

A senior executive on maternity leave under this Chapter shall continue to participate in the compulsory complementary insurance plans without paying her share of the premiums. The employer shall pay the full amount of the premium (both the employee's and the employer's share) for the duration of the leave. Moreover, the participant is exempted from contributing to any optional insurance plans during the same leave.

During a leave without pay, the senior executive shall continue to participate in the applicable basic health insurance plan and shall pay all the premiums and contributions required including the college's share. Moreover, the group insurance plans, with the exception of salary insurance benefits, shall continue to apply, provided that the senior executive so requests the college at the beginning of the leave and pays the full amount of the premiums.

111. Notwithstanding section 110, where a senior executive on maternity leave receives stand-by premiums or premiums for regional disparities, the total amounts received as employment insurance benefits, compensation, stand-by premiums or premiums for regional disparities may not exceed 95% of the amount comprised of salary, any lump sums attached to the annual increment, stand-by premiums and premiums for regional disparities.

112. The college and the senior executive shall agree, in advance, on the terms and conditions of the leave without pay for an adoption, maternity leave, paternity leave and adoption leave.

112.1 The college must send to the senior executive, during the fourth week preceding the termination of the maternity leave, a notice indicating the scheduled date of termination of the maternity leave.

Any senior executive who receives from the college the notice described above must report for work on the date of termination of the maternity leave, unless she extends the maternity leave as provided in Division III.

113. Upon the senior executive's return to work from a maternity leave, paternity leave, adoption leave or leave without pay for an adoption, he or she shall be reinstated in the duties he or she would have had, had he or she been at work, subject to the provisions of Chapter IV of this Regulation.

DIVISION III **EXTENDED MATERNITY, PATERNITY OR** **ADOPTION LEAVE**

114. A leave without pay as extended maternity leave, paternity leave or adoption leave shall not exceed 2 years.

115. Subject to the provisions of Chapter IV, a senior executive who is absent from work without pay to extend a maternity, paternity or adoption leave must agree, in advance, with the college on the terms of his or her absence and on his or her eventual return to the college."

3. The said Regulation is amended by adding, at the end, the following schedule :

**“SCHEDULE IV
COMPENSATION FOR THE RECURRENT
EFFECTS OF THE ACT RESPECTING THE
CONDITIONS OF EMPLOYMENT IN THE
PUBLIC SECTOR AND THE MUNICIPAL SECTOR
(BILL 102)**

1. The employer shall pay a lump sum corresponding to 0.83% of the salary received during the reference period of 1 October 1995 to 31 December 1999.

That lump sum, calculated proportionally to the period of participation in the insurance plans applicable under this Regulation, shall be paid to the following persons :

(1) any senior executive subject to this Regulation as at 31 December 1999 who continues to participate in the Civil Service Superannuation Plan (CSSP) or the Teachers Pension Plan (TPP) after that date without availing himself of his entitlement to be transferred to the Government and Public Employees Retirement Plan (GPERP) in respect of a non-unionizable employee under the provisions of the latter plan ;

(2) any senior executive who, as at 1 January 2000, participated in the Pension Plan of Certain Teachers (PPCT) or in a supplemental pension plan (SPP) under the supervision of the Commission administrative des régimes de retraite et d'assurances (CARRA) and any senior executive who, during the reference period, participated in any of these plans but who has resigned, retired or died ;

(3) any senior executive assigned to a unionizable position who, during the reference period, did not participate in the GPERP in respect of a non-unionizable employee but who continued to participate in the insurance plans applicable under this Regulation ;

(4) any employee referred to in paragraph 3° who resigned, retired or died during the reference period.

Notwithstanding the first paragraph, the salary to be considered for a senior executive who participated in a leave plan with deferred salary during the reference period shall be the salary that he would have received had he not participated in the plan.

2. Any senior executive who participates in a supplemental pension plan under the supervision of the CARRA shall be entitled to a leave with pay the duration of which shall correspond to 0.83% of the number of days for which he was entitled to a salary, as a senior executive, for the period extending from 1 January to 31 December of the same year, without exceeding 2 days per year. However, no leave may be granted for any period before 1 January 2000.

Where the calculation of the number of days of leave yields a fraction of a day, this fraction shall be rounded off to a half-day if it is equal to or greater than 0.25 and to a full day if it is equal to or greater than 0.75.

This leave shall be used in accordance with the annual vacation plan in force at the college or shall be replaced in whole or in part by a lump sum if it has not been used during the 12 months following its acquisition. In that case, for each unused leave day, the lump sum shall correspond to 0.415% of the salary received during the year of acquisition in the capacity of senior executive or of the salary that the senior executive would have received had he not participated in the leave plan with deferred salary.

Where the senior executive has died, the employer shall pay an amount equal to the value of the acquired but unused days of leave, without exceeding 4 days.

3. Section 2 shall apply to any senior executive assigned to a unionizable position if he participates in a pension plan other than the GPERP in respect of a non-unionizable employee, the Pension Plan for Management (PPM) or the Retirement Plan for Senior Officials (RPSO).

In that case, section 2 shall apply from the date on which the senior executive starts to hold a unionizable position, if this date occurs after 31 December 1999, and shall continue to apply for any period during which the insurance plans provided for in this Regulation apply to the employee.”.

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

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