

Treasury Board

Gouvernement du Québec

T.B. 201768, 30 November 2004

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

School boards — Certain conditions of employment of senior executives

Regulation respecting certain conditions of employment of senior executives of school boards

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

WHEREAS on 18 November 2004, the Minister of Education ordered that the Regulation respecting certain conditions of employment of senior executives of school boards be made;

WHEREAS the Regulations Act (R.S.Q., c. R-18.1) does not apply to this regulation;

THE CONSEIL DU TRÉSOR DECIDES :

1. To approve the Regulation respecting certain conditions of employment of senior executives of school boards, attached hereto;

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

SERGE MARTINEAU,
Clerk of the Conseil du trésor

Regulation respecting certain conditions of employment of senior executives of school boards

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

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CHAPTER 1
APPLICATION AND DEFINITIONS

DIVISION 1
APPLICATION

1. This Regulation applies to regular full-time senior executives. It also applies to senior executives on a reduced schedule, determined on a pro rata basis according to the time worked.

2. For the purposes of this Regulation, the Comité des directeurs généraux (CDG) is the committee in which the associations representing senior executives participate with representatives of the employer federations and the Ministry of Education at the provincial level in setting and changing the conditions of employment for senior executives. The CDG also takes part in the interpretation of these conditions of employment and in the study of methods of applying them. The committee shall establish its rules of procedure.

The parties shall decide on the composition of the committee.

3. The only conditions of employment involving payment of salary to a senior executive are those specified in this Regulation.

The conditions of employment not prescribed in this Regulation or in the contract concluded between a senior executive and a school board shall be determined by the school board after consultation with the senior executives. The conditions of employment shall also be obligatorily the object of a decision by the council of commissioners.

The conditions of employment agreed locally may not have the effect of changing any of the conditions of employment described in this Regulation.

DIVISION 2
DEFINITIONS

4. In this Regulation, unless the context indicates otherwise :

“administrative regions”: means the administrative regions listed in Schedule 9 of this Regulation;

“administrator”: means a senior staff member of services or a manager;

“agency in the education sector”: means a school board or a general and vocational college;

“agency in the networks”: means a school board, a general and vocational college or a public institution within the meaning of the Act respecting health and social services (R.S.Q., c. S-4.2);

“agency in the public or parapublic sector” means :

— the ministries, persons or agencies the personnel of which is appointed or remunerated in accordance with the Public Service Act (R.S.Q., c. F-3.1.1);

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

— the school boards, colleges and institutions within the meaning 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), the governmental agencies covered by this law and the educational institutions at the university level within the meaning of the Act respecting educational institutions at the university level (R.S.Q., c. E-14.1);

— the agencies or businesses and their totally owned subsidiaries which must produce, by law, an annual report which must be tabled in the National Assembly;

“association”: means the Association des directeurs généraux des commissions scolaires or the Association of Directors General of English School Boards of Quebec;

“centre”: means an adult education centre or a vocational training centre;

“employer federations”: means the Quebec English School Boards Association and the Fédération des commissions scolaires du Québec;

“in-school/centre administrator”: means a senior staff member in a school or centre;

“probation period”: means the fixed period prescribed in the contract during which a senior executive is evaluated;

“salary”: means remuneration paid to a senior executive in accordance with the salary scales prescribed by this Regulation, excluding performance bonuses, lump-sum payments and premiums for regional disparities;

“school board”: means a French-language school board, an English-language school board or the Commission scolaire du Littoral;

“senior consultant”: means a director general or an assistant director general assigned to a position of consultant to the director general;

“senior executive”: means a director general, an assistant director general or a senior consultant;

“senior executive on a reduced schedule”: means a senior executive who, in accordance with this Regulation, is entitled to a temporarily reduced workweek, a part-time leave without pay or a progressive retirement program;

“senior staff member”: an administrator or an in-school/centre administrator;

“year of service”: means any complete 12-month period of employment for the school board accumulated on a full-time basis.

CHAPTER 2

JOB CLASSIFICATION AND GRADING

DIVISION 1

JOB CLASSIFICATION

5. Senior executive positions include the following categories:

- level 1: director general;
- level 2: assistant director general;
- level 3: senior consultant to the director general.

6. The definition of each position found in Schedule 1 includes a general reference to a senior executive’s job description as well as the required minimum qualifications.

7. In this Regulation, a senior executive who has successfully completed his probation period in a senior executive position in a school board shall be considered as meeting the required minimum qualifications for that position.

8. The job classification plan for senior executives includes positions, classifications and classes.

9. Classifications assigned to each employment category correspond to the nature and degree of responsibility a position entails.

10. The job classification plan for senior executives, with the exception of that for senior executives of the Commission scolaire de Montréal, is outlined in Schedule 2.

11. The job classification plan for senior executives of the Commission scolaire de Montréal is outlined in Schedule 8.

DIVISION 2

GRADING

12. Senior executive positions are graded on the basis of the classification and class assigned to the position concerned according to the job classification plan.

13. A senior executive’s class is determined on the basis of the number of youth and adult students.

14. The number of students corresponds to the number of students enrolled on 30 September in the schools and centres of the school board.

15. The number of adult students corresponds to that calculated for the educational establishments of the school board for the preceding school year. The total number of adult students is obtained by multiplying the number of group-hours of instruction by 17 (average number of students per group) and by dividing the result obtained by 900 (number of hours of attendance of a full-time student in a school).

16. Any change in a senior executive’s class that results from the application of this division shall come into force on 1 July of the current school year.

DIVISION 3

SPECIAL CLASSIFICATIONS

17. Where a school board cannot determine the classification of a senior executive because his principal and customary duties and responsibilities do not correspond to any of the job descriptions prescribed in Schedule 1, the school board shall submit the case to the Ministry for a decision. The file shall include:

(a) a detailed description of the senior executive’s duties and responsibilities;

(b) the senior executive's situation in the school board's structure;

(c) the eligibility requirements.

18. If the Ministry is of the opinion that the principal and customary duties and responsibilities do not correspond to any of the job descriptions prescribed in Schedule 1, it shall determine the senior executive's salary.

CHAPTER 3 REMUNERATION

DIVISION 1 CALCULATION OF SALARY

19. The school board shall determine the salary of a person appointed, assigned or promoted to a senior executive position after consulting the senior executive on the basis of the salary scales found in Schedule 3, his training and experience and any other rule determined by the school board. However, the salary must be between the minimum and maximum rates of the applicable salary scale.

The salary scales of senior executives are found in Table I and those of the senior executives of the Commission scolaire de Montréal are found in Table II.

20. In the case of a temporary assignment exceeding one month, section 19 applies retroactively to the first day of the assignment.

Where a person was not employed by a school board at the time of the temporary assignment, he shall be paid, in addition to his salary, a lump sum equal to 19% of his salary as compensation for the absence of any other working condition, including vacation and paid holidays. The lump sum shall be set pro rata to the duration of the temporary assignment and shall be paid according to the same terms and conditions respecting payment of salary.

A person on a temporary assignment who subscribes to the insurance plans of senior executives shall be paid a lump sum of 13%.

§1. Calculation of salary following a change in class that results from a fluctuation in the number of students in the youth or adult sector

21. Where the class of a senior executive is changed as a result of an increase or decrease in the number of students in the youth or adult sector, his salary shall be fixed as follows:

(1) where the maximum rate of the new salary scale is higher than the maximum rate of his former salary scale, the salary shall be fixed by adding to the salary that he was receiving an amount equal to the difference between those two rates;

(2) where the maximum rate of the new salary scale is lower than the maximum rate of his former salary scale, the salary shall be maintained if equal to or lower than the maximum rate of the new salary scale. If higher than the latter rate, it shall be reduced to that rate.

22. The senior executive referred to in paragraph 2 of section 21, whose salary is greater than the maximum rate of his new class, shall have his salary protected for a period not exceeding two years. In this case, the senior executive shall receive a lump-sum payment and sections 38 and 40 of this Regulation shall apply.

§2. *Plurality of Positions*

23. At the request of his school board, a senior executive who agrees to hold, temporarily and simultaneously, for at least two months, another full-time senior or senior executive staff position in addition to his usual position shall receive, during that period, additional remuneration equal to 10% of his salary. The additional remuneration shall be paid in the form of a lump sum according to the same terms and conditions respecting payment of salary until the senior executive no longer holds two positions.

DIVISION 2 PERFORMANCE BONUSES

24. On 1 July of each school year, the school board shall pay a performance bonus according to the policy it applies for that purpose to a senior executive in office on 1 July and 30 June of the preceding school year to reward his excellent contribution.

For the purposes of this division, the senior executive who is in office for no less than six months is deemed in office on 1 July and 30 June of the preceding school year.

25. In order to pay the performance bonus, the school board must have a policy for evaluating its senior executives and for determining the levels of efficiency in comparison with previously indicated expectations. The school board shall apply the policy after consultation with the persons concerned.

26. A performance bonus of up to 6% of the salary shall be paid on the basis of the salary on the preceding 30 June.

Following an evaluation by the school board, it shall pay a performance bonus according to the following scale of the level of expectation in comparison with previously indicated expectations, it being understood that a rating of A, B, or C is associated with a performance exceeding the expectations indicated:

- A 6%
- B 4%
- C 2%
- D 0%

Following its evaluation, the school board shall not grant any bonus to a senior executive whose performance has not exceeded the expectations indicated.

27. The school board shall, not later than 30 September each year, evaluate its senior executives and shall pay, not later than 31 October, the performance bonus, unless there is an agreement to the contrary between the senior executive and the school board.

DIVISION 3 SALARY REVIEW

28. Salary review occurs on 1 April each year and includes a salary increment for senior executives who have not attained the maximum of their salary scale as well as a salary scale adjustment.

29. Salary review applies to a senior executive in office on the day before and on the day of the salary review. It also applies to a senior executive on total disability leave in office for no less than six months during the period from the preceding 1 April to 31 March.

30. In the case of a promotion or a change in class as prescribed in sections 37 and 38 on the date on which the salaries are revised, section 28 shall apply prior to the calculation of the new salary.

31. A senior executive whose performance is deemed unsatisfactory shall not be entitled to a salary increment on 1 April.

32. Where the dates of the salary increment and the salary scale adjustment coincide, the increment and adjustment rates shall be added and the sum of those rates shall be applied to the salary.

33. The salary scales and rates of senior executives shall be increased as follows:

1 April 2003: 2%

34. The salary scales and rates of senior executives of the Commission scolaire de Montréal shall be increased as follows:

1 April 2003: 2%

35. Where the salary of a senior executive is lower than the maximum rate of the salary scale for his class of employment on 31 March of a given year, it shall be increased by 4% on the following 1 April, without exceeding the maximum rate of the salary scale for his class of employment.

DIVISION 4 SALARY READJUSTMENT PROCEDURE

36. Under this division, salary protection applies to a senior executive whose appointment is terminated or expires.

37. In the case of a renunciation of appointment, application of the salary readjustment procedure by the school board is optional.

38. A senior executive shall receive a lump-sum payment equal to the positive difference between the salary that he was receiving in his previous position and that he will receive in his new position.

39. Salary protection shall apply for a period not exceeding two years except for the director general who has three years of continuous service as director general with the school board. In this case, the director general shall continue to receive the protected salary until such time as it is equal to or less than the salary of the new position.

The assistant director general and the senior consultant who performed a senior executive position for no less than five years in the school board network may be covered by salary protection provisions for over two years, if the school board so decides, at a senior executive's request, for the period it determines.

40. The lump sum shall be adjusted according to the changes in the senior executive's salary in his new position and shall cease to apply when the salary of the senior executive in his new position equals or exceeds the protected salary.

The lump sum shall be paid according to the same terms and conditions respecting payment of salary and shall count for purposes of pension plan contributions.

DIVISION 5 **REGIONAL DISPARITIES**

41. The provisions concerning regional disparities applicable to professionals in the employ of the school board shall apply to senior executives.

DIVISION 6 **FRINGE BENEFITS**

§1. Insurance Plans

42. In Subdivisions 1 and 2 of this division, unless the context indicates otherwise:

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

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

“salary”: means remuneration paid to a senior executive during a period of absence covered by a short-term salary insurance plan including:

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

(2) the lump-sum payment resulting from the salary readjustment procedure for the period during which the lump sum is paid, where applicable;

(3) an isolation and remoteness premium or retention premium, where applicable.

43. Unless there are provisions to the contrary, a senior executive is covered by the following insurance plans:

(1) Plans insured by the Government of Québec and described in this subdivision are as follows:

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

(2) Plans insured by the insurer and described in the master policy of the insurance plans and in sections 65 to 76 are as follows:

(a) compulsory basic plans:

- i. a life insurance plan;
- ii. a health and accident insurance plan. However, this plan shall not apply to a senior executive whose application for exemption is accepted by the school board in accordance with the insurance policy;
- iii. a long-term salary insurance plan;

(b) complementary plans:

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

44. A senior executive shall be eligible for the insurance plans at the end of a one-month waiting period from the date on which he assumed the 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.

However, subject to the specific provisions to that effect in the master policy of the insured plans, a senior executive who formerly held a position in an agency 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 on the date on which he assumes the position of senior executive, provided that his previous employment ended not more than 30 days prior to the date on which he assumes the position and that he furnish the necessary proof of his previous position.

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

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

Where the duration of a leave without pay, other than a partial leave without pay, is 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 and accident insurance plan by paying his contribution and that of the school board to that plan and he may, if he so requests the school board before the beginning of the leave or absence, continue to participate in the insured plans to which he subscribed before the leave or absence according to the provisions of the master policy.

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

A 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 survivor's 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, disability that develops during the leave or absence without pay shall be considered as beginning on the date on which the leave or absence ends.

47. A senior executive assigned to a teaching, professional or support staff position may continue to participate in the insurance plans provided that he have completed two years of continuous service in a senior or senior executive staff position on the date of the assignment and that he so request the school board prior to that date.

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

1. Plans Insured by the Government of Québec

(a) Uniform Life Insurance Plan

48. A senior executive, whose regular workweek equals or exceeds 70% of that of a full-time senior executive, shall have life insurance in the amount of \$6 400 payable to his beneficiaries.

49. Unless there are provisions to the contrary, a senior executive shall cease to participate in the uniform life insurance plan on the earlier of the following dates:

(1) the date on which the senior executive is no longer covered by this chapter;

(2) the date on which he retires.

(b) Short-term Salary Insurance Plan

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

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

52. As of the second week of total disability and up to 26 weeks from the beginning of the total disability, the senior executive shall receive a salary insurance benefit equal to 80% of his salary. A senior executive on a reduced schedule shall receive a benefit equal to 80% of his salary in proportion to the time worked.

As of the 27th week of total disability and up to 104 weeks from the beginning of the total disability, the senior executive shall receive a salary insurance benefit equal to 70% of his salary. A senior executive on a reduced schedule shall receive a benefit equal to 70% of his salary in proportion to the time worked.

53. 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 requiring 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 school board.

54. For the purposes of the short-term salary insurance plan, period of total disability means a continuous period of total disability or successive periods of total disability resulting from the same illness or accident, separated by fewer than 15 days of actual full-time or part-time work, as the case may be, 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 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 receives medical care or treatment with a view to his rehabilitation shall be recognized as a period of total disability.

55. A totally disabled senior executive who receives a salary or benefits under the salary insurance plan shall provide the information as well as the supporting documents required by the school board or its representative (the insurer or a firm of medical experts) for the purposes of verifying whether he complies with the definition of total disability in order to determine the cause and the duration and whether he agrees to undergo, at the school board's expense, a medical examination by the physician chosen by the school board.

A senior executive shall also authorize the school board or its representative to disclose such information and to provide the supporting documents for the purposes of assessing the possibilities of offering him a position according to the provisions of Subdivisions 1 and 2 of this division.

56. A disabled senior executive shall continue to participate in the pension plan and in the insurance plans. As of the second week of total disability, a senior executive who receives salary insurance benefits shall be exempted from contributing to the complementary insured plans and to the pension plan, if the plan so provides.

During that period, the senior executive's contribution to the compulsory basic insured plans shall be borne by the school board.

57. The salary and benefits paid under sections 51 and 52 shall be reduced by the amount of any disability benefits paid under a provincial statute, regardless of subsequent increases in basic benefits paid under a provincial statute as a result of indexation.

58. A senior executive entitled to disability benefits under a provincial statute shall immediately inform the school board.

59. Salary and salary insurance benefits shall be paid directly by the school board provided the senior executive submit the supporting documents required under section 55.

60. On the senior executive's return to work from a total disability leave, the school board may require him to undergo a medical examination to determine whether he has sufficiently recovered to be able to return to work. The cost of the examination shall be borne by the school board.

Where the opinion of the physician chosen by the school board is contrary to that of the physician consulted by the senior executive, the two physicians shall

agree on the choice of a third physician whose fees shall be paid equally by the school board and the senior executive and whose decision is final.

61. A senior executive who receives salary insurance benefits may agree with his school board on a period of gradual return to work provided that, during that period, he carries out the duties related to the position he held prior to his period of total disability or any other position calling for comparable remuneration that may be offered by the school board, while still being covered by the salary insurance plan.

During that period, the senior executive shall receive the gross salary for the time worked as well as the salary insurance benefits calculated in proportion to the time not worked.

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

62. A senior executive who is disabled as a result of a work accident that occurred while he was employed by the school board shall receive his salary from the 1st to the 104th week of his total permanent or temporary disability as if he had remained at work.

In such a case, the senior executive shall receive, in addition to the indemnity prescribed by the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), an amount equal to the positive difference between his net salary and that indemnity. The amount constitutes a gross salary from which the school board shall withhold all deductions and contributions required 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 pension plan, the employment insurance plan and the insurance plans.

63. Unless there are provisions to the contrary, a senior executive shall cease to participate in the short-term salary insurance plan on the earliest of the following dates:

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

(2) the date on which he begins to use his bank of sick-leave days to entirely offset the time worked prescribed in the progressive retirement agreement which immediately precedes retirement;

(3) the date on which his total preretirement leave begins;

(4) the date of his retirement.

(c) Survivor's Pension Plan

64. The Directive concernant le régime de rentes de survivants adopted by the Conseil du trésor applies 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 defined in section 60 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;

(3) section 25 of the Directive is replaced by section 140 of this Regulation.

2. Plans Insured by the Insurer

65. The provisions of section 66 and sections 68 to 75 shall apply to a senior executive who became totally disabled after 31 March 1994.

66. In sections 68 to 74 and Subdivision 2 of this division, 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 staff position in the case of a senior staff member, a manager position in the case of a manager 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 technical, administrative or labour support position;

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

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

67. The cost of the compulsory basic plans shall be shared by the government and all the participants of the plans according to the terms and conditions of the 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.

68. Where the school board is advised by the insurer that the senior executive no longer complies with the definition of total disability and that payment of his benefits shall be suspended or refused, the school board 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 school board has required, at its expense, that the senior executive undergo a medical examination.

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

Within 90 days of the date on which the insurer's decision becomes effective under the conditions specified in the medical arbitration agreement, a senior executive may 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 school board shall not assume any costs.

69. The school board shall pay a senior executive a salary equal to the benefit that 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 school board 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.

70. Where the Medical Arbitration Tribunal confirms that the senior executive does not comply with the definition of total disability, the contributions of both the school board 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 school board a salary equal to the benefit until such time as the school board offers him a position. Where the senior executive submits the disagreement to the Tribunal, he must reimburse the school board for the salary paid to him.

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

71. A senior executive who accepts the position offered by the school board under sections 66 to 74 shall be assigned the classification and salary corresponding to his new position.

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

72. Where the school board 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 that 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 school board to the pension and insurance plans shall be determined on the basis of that salary. During that period, the school board may use the senior executive's services temporarily.

73. 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 an agency in the education sector in his administrative region, except for the period during which he submitted his disagreement with the insurer to the Medical Arbitration Tribunal. If the senior executive refuses the position offered, he shall be dismissed. Before proceeding with the dismissal, the school board shall forward a 15-working day notice to the senior executive and shall forward a copy thereof to the committee referred to in section 75.

During that period, the committee may make appropriate recommendations in accordance with section 75.

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.

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

75. At the request of either party, a committee shall be set up to study any particular problem pertaining to the return to work and to propose appropriate solutions to the problems encountered by the school board, the senior executive and the insurer, notably in cases where the return to work may involve the temporary use of the senior executive's services or his moving. The committee shall be composed of a representative designated by each of the following bodies:

— the associations of senior executives;

— the Fédération des commissions scolaires du Québec;

— the Quebec English School Boards Association;

— the Ministry of Education.

The committee may call upon the services of resource persons, if needed.

76. Notwithstanding the provisions of this subdivision, the provisions dealing with the definition of disability, the definition of a disability period and the benefits, applicable to the disabled senior executive on 31 March 1994, shall continue to apply to a senior executive who is disabled on that same date and section 45 shall not apply to the senior executive.

§2. Rehabilitation

77. A senior executive shall be eligible for rehabilitation if he meets the following eligibility criteria:

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

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

(a) his 65th birthday;

(b) the earliest 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;

iii. a total benefit within the meaning of the PPCT corresponding to 70% of the average pensionable salary on the basis of which the pension under this plan is calculated.

Notwithstanding the first paragraph, 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;

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

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

78. A senior executive to whom the school board has offered rehabilitative employment in writing must inform the school board in writing whether he accepts or refuses the 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.

79. 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.

80. A senior executive whose rehabilitation occurs during the first 104 weeks of disability shall be deemed 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 sections 56 and 57 of this Regulation.

However, a senior executive whose rehabilitation occurs in the position he held prior to his total disability shall receive his salary for the time worked.

81. A senior executive whose partial rehabilitation occurs after the 104th week of total disability shall be entitled to the provisions of section 80 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, provided that it not be less than the compulsory basic long-term salary insurance benefit and, for the time not worked, he shall receive a salary equal to that benefit. However, a 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 plan benefit for the time not worked.

82. 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, provided that it not be less than the compulsory basic long-term salary insurance benefit.

83. 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.

84. 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.

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

85. A senior executive already considered as totally disabled who is again absent from work due to total disability resulting from the same illness or accident before the end of the first 104 weeks of disability but after having undergone rehabilitation shall be considered as having suffered a relapse of the same disability.

In such a 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 provision set out in the second paragraph of section 80 shall apply.

Where a new total disability begins before the end of the first 104 weeks of the first disability but after the senior executive has undergone rehabilitation, the senior executive shall be considered as totally disabled in the position he held at the beginning of the 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 disability period, up to 104 weeks from the beginning of the first total disability period, and the provision set out in the second paragraph of section 80 shall apply.

At the end of the first 104 weeks of the first total disability period, a senior executive whose rehabilitation occurs in the rehabilitative employment shall be assigned a new classification in accordance with section 84.

CHAPTER 4 VACATION, LEAVES AND CHANGE IN SCHOOL BOARD

DIVISION 1 VACATION

86. The school board shall draw up the annual vacation plan, after consultation with the senior executives. Besides the exceptions prescribed in the vacation plan established by the school board or in the contract concluded between a senior executive and a school board, vacation days may neither be redeemed nor accumulated from one year to the next. Where a senior executive definitively leaves the school board, the school board shall pay him an allowance equal to the annual salary divided by 260 for each day of vacation not taken.

87. Notwithstanding section 86, where a disability lasts for more than six cumulative months during the preceding school year, the number of vacation days

established under section 86 shall be reduced in proportion to the number of working days during which the senior executive was not entitled to his salary. A disability period due to a work accident shall not be considered as an absence without pay for the purposes of this section.

DIVISION 2 LEAVES

88. A senior executive may obtain a leave without pay for a reason deemed valid by the school board, provided that the senior executive so requests and his request is approved by the school board.

89. The school board shall determine the terms and conditions for coordinating the leaves after consultation with the senior executive concerned.

90. A senior executive on leave without pay may, subject to section 46, continue to participate in the group insurance plans, except for salary insurance benefits, provided that he pay the total cost of the premiums. The senior executive must submit a request to this effect to the school board prior to the leave.

91. A senior executive who intends to run for public office shall, on written request, be granted a leave without pay for the length of time required by his candidacy or, if elected, by his office.

DIVISION 3 SICK-LEAVE DAYS

§1. Reimbursement of Sick-leave Days

92. A senior executive who was entitled to redeemable sick-leave days prescribed by a school board resolution or by-law shall maintain his entitlement to reimbursement of the redeemable days accumulated on the date on which the insurance plans came into force, that is, 1 January 1974 or on the date on which he assumed his duties, it being understood that, even if no new day is credited, the percentage of redeemable days shall be determined by taking into account the years of service both before and after the date on which the insurance plans came into force.

93. For a senior executive in office as a senior staff member or senior executive on the date on which the insurance plans came into force, the terms and conditions for reimbursement of redeemable days shall be those determined by the school board by resolution or by-law adopted before 25 January 1972.

A senior executive who assumed his duties as a senior staff member or senior executive after the date on which the insurance plans came into force and who accumulated redeemable sick-leave days shall be reimbursed for the redeemable days according to the terms and conditions applicable at the time when those days were credited.

94. The provisions of this subdivision may not have the effect of changing the value already fixed for the redeemable days the value of which was fixed by school board resolution or by-law.

§2. Use of Sick-leave Days

95. Redeemable or nonredeemable sick-leave days to the credit of a senior executive may be used for the following purposes:

(1) defraying the cost of redeeming years of prior service as prescribed in the provisions respecting pension plans;

(2) taking a total or gradual preretirement leave in accordance with Schedule 7;

(3) taking additional days of vacation as agreed to between a senior executive and the school board;

(4) any other reason mentioned in this Regulation;

(5) offsetting the difference between a short-term salary insurance benefit and the salary that a senior executive would receive were he not on disability leave.

96. The value in money or time of redeemable days shall be determined proportionately to the percentage of cash convertibility acquired at the time of use without ever being less than 50%, based on the senior executive's salary at that time.

97. The value in money or time of nonredeemable days shall be fixed at 50% of the number of days accumulated, based on the senior executive's salary at the time of use.

98. The school board may pay some or all of the nonredeemable sick-leave days to the credit of a senior executive when he leaves the school board to take a preretirement leave or to retire, provided that he so requests. The value of those days shall be fixed in accordance with section 97.

99. A senior executive who receives a benefit under the compulsory basic long-term salary insurance plan may choose to take a total preretirement leave prescribed

in sections 95 and 100 instead of the benefit, provided that the total preretirement leave not extend beyond the date of the end of the benefit under this plan which would otherwise have been applicable to him.

100. A senior executive who uses his sick-leave days for the purposes of taking a preretirement leave shall be entitled to the benefits prescribed by this Regulation, except for the salary insurance plan, premiums for regional disparities and parental rights, provided that they are compatible with the nature of the leave.

DIVISION 4 PROVISIONS APPLICABLE TO A CHANGE IN SCHOOL BOARD

101. Where a senior executive is participating in the sabbatical leave plan with deferred salary at the time when he changes school board, he may continue to participate in the plan, provided that the school board that engages him so accepts.

102. The school board and the senior executive may reach an agreement concerning the reimbursement of moving expenses.

103. Where a change in school board occurs, the value in money or time of a senior executive's fringe benefits shall be paid by the school board of origin.

CHAPTER 5 IN-SERVICE TRAINING

DIVISION 1 GENERAL PRINCIPLE

104. The Ministry of Education and the school boards must facilitate the participation of senior executives in various in-service training and resourcing activities designed to enable senior executives to broaden their knowledge, acquire new skills or develop new aptitudes necessary to improve their competence and performance.

DIVISION 2 LOCAL PROFESSIONAL DEVELOPMENT

105. The nature as well as the procedures for organizing professional development activities shall be specified in a local professional development policy after consulting the persons concerned or, failing that, in the contract concluded between a senior executive and a school board.

DIVISION 3 PROVINCIAL PROFESSIONAL DEVELOPMENT

106. The Minister shall draw up a professional development plan in order to make professional development activities available to senior executives, regardless of the geographical location or size of a school board, taking into consideration the collective needs of the school board network.

107. The Minister shall be advised by a provincial professional development committee in which the associations of senior executives as well as the employer federations participate to determine and apportion the annual amount available. The provincial committee shall also determine the conditions and procedures for organizing professional development activities.

CHAPTER 6 EMPLOYMENT PLAN

DIVISION 1 SELECTION, ENGAGEMENT AND APPOINTMENT

108. The school board shall select senior executives based on the required minimum qualifications set forth in Schedule 1 and on any other eligibility requirements that may be added by the school board.

109. A person who is not in the employ of the school board shall be engaged for a definite or indefinite period. The person shall be appointed senior executive for a definite or indefinite period.

110. The person already in the employ of the school board shall be appointed senior executive for a definite or indefinite period.

111. The engagement for a definite period as well as the appointment for a definite period cannot exceed five years and cannot include a clause on tacit renewal.

112. The duration of a person's engagement, the term of the appointment as senior executive and certain conditions of employment during the appointment are specified in a written contract between the person and the school board.

If a person is hired for a definite period, the contract must specifically stipulate that, at the end of that period, his engagement shall be terminated.

DIVISION 2 RENEWAL OF APPOINTMENT

113. A school board shall apply Division 1 in the case of the renewal of a senior executive's engagement or appointment.

DIVISION 3 TERMINATION OF APPOINTMENT

114. The termination of appointment means the decision of the school board to terminate the appointment of a senior executive before the end of the contract.

115. Where a school board decides to terminate the appointment of a senior executive, it shall inform him of its decision, provide him with the reasons for its decision and meet with him in order to find a solution acceptable to both parties. During the meeting, the senior executive may choose to be accompanied by a representative of the association to which he belongs.

If the school board maintains its decision to terminate a senior executive's appointment, it must allow for a time limit of 10 days from the time when the meeting specified in this section is held and the time when the decision is made by the council of commissioners.

116. Where the school board decides to terminate the appointment of a senior executive, it shall inform him in writing and shall specify the reasons for its decision. It shall implement one of the following measures as of the effective date on which the senior executive's appointment is terminated:

(1) assign the director general or the assistant director general respectively to a position of assistant director general or senior consultant in the school board;

(2) assign the senior executive to an available administrator position, excluding a manager position, for which he is qualified, or an in-school/centre administrator position;

(3) assign the senior executive as a senior consultant until he is assigned in accordance with paragraph 1 or 2 of this section;

(4) assign a senior executive to a professional or teaching position, provided that the senior executive so requests and his request is approved by the school board;

(5) following a senior executive's resignation, grant him severance pay equal to one month of salary per year of service in the employ of the school board. Severance pay may not be greater than 12 months of salary or less than three months of salary, subject to the following provisions:

(a) a senior executive must waive in writing any right to appeal;

(b) a senior executive who is eligible for a pension corresponding to 70% of his average pensionable salary shall not be entitled to severance pay;

(c) where a senior executive is less than one year from entitlement to a pension corresponding to 70% of his average pensionable salary, severance pay cannot extend beyond the number of months remaining before such entitlement;

(d) payment of severance pay shall cease if a senior executive is employed by an agency in the public or parapublic sector;

(e) a senior executive who has already received severance pay as a senior executive or senior staff member may only receive the difference between the amount of severance pay already received and the amount of the new severance pay.

Where a senior executive's appointment is terminated before the end of the predetermined contract period, the senior executive shall be assigned to a position for the remainder of the initial contract.

117. A senior executive whose request is approved by the school board may substitute leave with pay for severance pay. In such a case, a senior executive shall be entitled, except for the salary insurance plan, premiums for regional disparities and parental rights, to the benefits prescribed by this Regulation, provided they are compatible with the nature of the leave.

However, the leave with pay shall end as soon as a senior executive is hired by an agency in the public or parapublic sector. In such a case, a senior executive shall receive, where applicable, severance pay equal to the positive difference between the amount corresponding to three months of salary and the amount received in salary during the leave with pay.

118. The following provisions shall apply to a senior executive assigned to another position under section 116:

(1) except for fair and sufficient reasons, the school board shall apply the salary readjustment procedure outlined in sections 36 to 40;

(2) the provisions concerning sick-leave days in sections 95 to 100 shall continue to apply to a senior executive assigned to a professional or teaching position.

DIVISION 4 **EXPIRY OF APPOINTMENT**

119. The expiry of a senior executive's appointment shall occur at the end of the predetermined contract period.

120. Where the appointment of a senior executive for a definite period expires, the school board shall inform him in writing at least 60 days in advance of its decision to implement one of the following measures. The school board shall:

(1) renew a senior executive's appointment;

(2) not renew his appointment and, if he has completed two years of continuous service, apply one of the five measures specified in section 116;

(3) not renew his appointment and, if he has not completed two years of continuous service, assign the senior executive according to one of the four measures specified in section 116 or, terminate the senior executive's employment;

(4) paragraphs 2 and 3 do not apply to the senior executive hired for a definite period when the senior executive's appointment has not been renewed and,

if the senior executive's appointment expires at the same time as his engagement, the school board shall terminate his engagement if the contract so stipulates;

if the appointment expires before the end of the engagement, the school board shall assign the senior executive for the remaining period to a position according to one of the four measures specified in section 116.

121. Paragraphs 1 and 2 of section 118 shall apply to a senior executive assigned to another position in accordance with section 120.

DIVISION 5 DISMISSAL

122. Dismissal means the decision of the school board to terminate the senior executive's employment relationship for just cause.

123. Where a school board decides to dismiss a senior executive, it shall inform him of its decision, provide him with the reasons for its decision and meet with him in order to find a solution acceptable to both parties. During the meeting, the senior executive may choose to be accompanied by a representative of the association to which he belongs.

If the school board maintains its decision to dismiss a senior executive, it must allow for a time limit of 10 days from the time the meeting specified in this section is held and the time when the decision is made by the council of commissioners.

124. Where the school board decides to dismiss a senior executive, it shall notify him in writing and shall state the reasons for its decision.

DIVISION 6 RENUNCIATION OF APPOINTMENT

125. The renunciation of appointment means the decision of a senior executive, accepted by the school board, to terminate his appointment as senior executive before the end of the contract without terminating the employment relationship. In this case, paragraphs 1 to 4 of section 116 apply.

DIVISION 7 RESIGNATION

126. Resignation means the decision of a senior executive to sever his employment ties.

127. Where a senior executive decides to resign, he shall inform the school board of his decision in writing at least 60 days before the effective date of his resignation. He shall be entitled to severance pay equal to one month of salary per year of service with the school board up to six months, provided that he have completed two years of continuous service as senior executive. However:

(a) a senior executive who is eligible for a pension corresponding to 70% of his average pensionable salary shall not be entitled to severance pay;

(b) payment of severance pay shall cease if a senior executive is employed by an agency in the public or parapublic sector;

(c) a senior executive who has already received severance pay as a senior executive or senior staff member may only receive the difference between the amount of severance pay already received and the amount of the new severance pay.

128. The senior executive and the school board shall agree on the other terms and conditions of application of the resignation.

DIVISION 8 SUSPENSION

129. The school board may, at any time, suspend a senior executive, with or without pay, for just cause.

CHAPTER 7 RIGHT OF APPEAL

130. In this chapter, the following words and expressions mean:

“working days”: the days from Monday to Friday inclusive, excluding legal holidays and days during the month of July.

131. This chapter applies to a senior executive whose complaint is related to the implementation or interpretation of this Regulation or in the case of a suspension, dismissal, termination or expiry of an appointment.

However, notwithstanding the foregoing, the following provisions are excluded:

(1) the second paragraph of section 3 dealing with the conditions of employment not prescribed in this Regulation;

(2) the reasons underlying a termination or expiry of an appointment specified in Chapter 6;

(3) Schedule 1 concerning job descriptions and minimum qualifications;

(4) section 1 of Schedule 4 concerning the decision of the school board not to grant a progressive retirement;

(5) section 1 of Schedule 6 concerning the decision of the school board not to grant a sabbatical leave plan with deferred salary;

(6) a suspension, dismissal, termination or expiry of the appointment of a senior executive on probation.

However, where the senior executive comes from another school board, the right to appeal a suspension or a dismissal shall apply during the probation period, provided that he satisfy either one of the following two conditions on the date on which he assumes his duties in the new school board:

— has successfully completed the probation period in the former school board

— has completed two years of continuous service as senior executive with the former school board

(7) the expiry of the appointment of a senior executive whose contract expressly stipulates the termination of the employment relationship at the end of the contract.

132. A senior executive shall have 60 days after receiving the school board's decision in which to submit his complaint. At his request, the complaint may be submitted through his association.

The complaint must contain a statement of facts and must be forwarded to the first chairman of the Appeals Committee. A copy shall be sent to the school board and to the employer federation concerned. The address of the first chairman of the Appeals Committee is as follows:

Grefte des comités de recours et d'appel
575, rue Saint-Amable, 2^e étage
Québec (Québec) G1R 5Y8

133. The complaint shall be heard by an Appeals Committee composed of a single chairman, unless one of the parties requests that it be heard by an Appeals Committee composed of a chairman and one representative from each party.

134. Within 20 days of receiving a copy of the complaint, the parties shall agree on an Appeals Committee composed of a single chairman or a chairman and a representative of each party and, on the choice of a chairman of the committee. A copy of the agreement shall be forwarded to the first chairman of the Appeals Committee.

Where the parties cannot agree on the choice of a chairman of the Appeals Committee, the first chairman of the Appeals Committee shall appoint a chairman from the list approved by the Comité des directeurs généraux.

135. The chairman of the Appeals Committee shall summon the parties as soon as possible to study the complaint. During the hearings, the parties, their representatives and the Ministry of Education may intervene to present the comments they deem pertinent to the complaint.

136. Where a complaint deals with an application or interpretation issue, the Appeals Committee shall determine whether the decision of the school board complies with the provisions of this Regulation.

Where the Appeals Committee determines that the decision does not comply with the provisions of this Regulation, it shall give the reasons therefor. It may change the decision of the school board wholly or in part.

The decision of the Appeals Committee may not have the effect of modifying or adding to the provisions of this Regulation.

Where the Appeals Committee is composed of a chairman and a representative of each party, the decision of the Appeals Committee must be unanimous or by a majority. Any dissenting member may make a separate report.

The decision of the Appeals Committee is final, executory and binds the parties.

137. Where the complaint deals with a suspension, dismissal or termination or expiry of an appointment, the Appeals Committee shall determine whether the reasons underlying the school board's decision are fair and sufficient.

The decision of the Appeals Committee shall be conveyed to the parties within 40 working days from the date of the end of the hearings. However, the decision shall not be void if it is conveyed after the period prescribed.

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

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

If no agreement has been reached by the end of the period prescribed in the third paragraph, the Appeals Committee shall, within 20 working days:

(1) decide, where applicable, the amount of compensation for any actual loss of salary incurred. The amount may be reduced by the amount corresponding to the period of suspension without pay determined, where applicable, by the Appeals Committee taking into account the nature of the case submitted;

(2) order the school board to:

(a) reinstate a senior executive and apply the provisions concerning the termination of the appointment specified in section 116, excluding paragraph 5, and section 118. In such a case, the salary protection specified in section 39 shall apply for a period exceeding two years until such time as it is equal to or greater than the salary of the new position;

or

(b) reinstate a senior executive in a senior executive, senior staff or professional or teaching position in accordance with the provisions of the agreements and collective agreements. In such a case, application of the salary readjustment procedure by the school board is optional.

The decision of the Appeals Committee shall be conveyed to the parties within the 20 working days prescribed in the 5th paragraph of this section. However, the decision shall not be void if it is conveyed after the period prescribed.

138. Within 30 days of receiving the decision of the Appeals Committee, a senior executive may refuse to have the provisions of paragraph 2 of section 137 applied to him. In which case, a senior executive is deemed to have resigned and shall receive compensation for damages in addition to the compensation set by the Appeals Committee for actual loss of salary.

The compensation for damages is equal to two months of salary per year of service as senior executive or senior staff member; however, it shall not be less than three months of salary or more than 12 months of salary.

The compensation may be converted into a leave with pay, provided that a senior executive so requests and his request is approved by the school board.

The school board shall execute the decision of the Appeals Committee within 20 working days of the date on which the decision was forwarded to it.

The decision of the Appeals Committee is final, executory and binds the parties.

139. The expenses and fees of the chairman of the Appeals Committee shall be borne by the Ministry of Education.

Notwithstanding the preceding paragraph, in the case of the cancellation or postponement of a hearing date served, by telephone or in writing, to the chairman of the Appeals Committee less than 15 working days prior to the date set, the fees and, where applicable, expenses of the chairman of the Appeals Committee shall be reimbursed by the party or parties that initiated the request, either the association of senior executives or the school board concerned.

140. A senior executive who submits a complaint concerning a dismissal or a termination or expiry of an appointment continues to be covered by the uniform life insurance plan. Also, a senior executive continues to be covered by the compulsory basic health and accident insurance plan, provided that he pay his contribution and that of the school board and may, if he so requests the school board, continue to contribute to all the insured plans until a decision is handed down by the Appeals Committee or the parties reach a settlement, provided a written request to that effect be forwarded to the insurance company concerned according to the provisions specified in the master policy. A senior executive who continues to participate in all of the insured plans shall also continue to participate in the survivor's pension plan, provided that he pay the premium determined according to the provisions of the plan.

In the event of a decision of the Appeals Committee favourable to the senior executive or a settlement reached by the parties, the senior executive shall be reimbursed for the contribution normally paid by the school board for the insured plans and the premium paid to cover his continued participation in the survivor's pension plan, retroactively to the date of dismissal or termination of the employment relationship and, should the senior executive be reinstated, any total disability that began since that date shall then be recognized.

141. The time limits may be changed by agreement between the parties.

CHAPTER 8 CIVIL RESPONSIBILITY

142. The school board shall assume the case of every senior executive concerning an error committed in performing his duties. It shall not make any claim against the senior executive, unless it was established by final judgement that there was gross and intentional negligence on his part.

CHAPTER 9 RESOURCING MEASURES

DIVISION 1 TRAINING SESSION IN ANOTHER WORK ENVIRONMENT

143. A senior executive may undergo a training session in another work environment for the purposes of professional resourcing or to lend his qualifications, provided that he so requests and his request is approved by the school board.

In this case, the senior executive shall agree in writing with the school board on the inherent conditions of the training session and the return to work at the end of the training session.

144. The provisions of this Regulation shall apply to the senior executive during the training session.

DIVISION 2 LEAVE WITH PAY

145. A senior executive may be granted a leave with pay to carry out a resourcing project related to his career path, to complete a program of university studies or to facilitate the initial contact with a new work environment, provided that he so requests and his request is approved by the school board. To obtain the leave with pay, a senior executive shall:

(1) have eight years of experience as a senior executive with an agency in the public or parapublic sector, including four years with the school board;

(2) submit in writing a resourcing project to the school board.

146. The leave with pay shall not exceed 12 months.

147. A senior executive shall agree in writing with the school board on the inherent conditions of the leave and the return to work at the end of the leave.

148. The provisions of this Regulation apply, with the exception of salary insurance benefits, to a senior executive during the leave with pay.

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

SCHEDULE 1 JOB DESCRIPTIONS AND REQUIRED MINIMUM QUALIFICATIONS

SENIOR EXECUTIVE POSITIONS

1. Director general

The position of director general entails total responsibility for the management of all the activities, programs and resources of the agency for all the administrative units, establishments and fields of activity as well as the implementation of the decisions made by the council of commissioners and the executive committee in accordance with the laws and regulations in force.

This position includes, in particular, the following responsibilities:

— supervise the personnel required for the operations of the school board;

— take part without voting rights in meetings of the council of commissioners and of the executive committee;

— oversee the advisory committee on management;

— participate in the advisory committee on services for handicapped students and students with social maladjustments or learning difficulties, if he has not designated a representative.

Required minimum qualifications

— Graduate or undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding a manager position, in a school board.

— Ten years of relevant experience, including at least five years in a senior staff position.

2. Assistant Director General

The position of assistant director general entails performing any duty and assignment prescribed by the director general relating to the administration of the activities, programs and resources of the school board and exercising, under his authority, the rights, powers and duties delegated by the council of commissioners.

This position includes, in particular, the following responsibilities:

— take part in defining the objectives and policies of the school board;

— coordinate the application of the school board policies with the directors of the administrative units in the fields of activity of an educational or administrative nature;

— participate in the advisory committee on services for handicapped students and students with social maladjustments or learning difficulties.

Required minimum qualifications

— Graduate or undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding a manager position, in a school board.

CLASSES: number of students

Class I	Class II	Class III	Class IV	Class V	Class VI	Class VII
Fewer than 6 999	7 000 - 11 999	12 000 - 17 999	18 000 - 24 999	25 000 - 32 999	33 000 - 41 999	42 000 or more

— Eight years of relevant experience, including at least three years in a senior staff position.

3. Senior Consultant to the Director General

The position of senior consultant to the director general entails performing any duty prescribed by the general directorate relating to the administration of the programs or activities. This position includes, in particular, exercising the powers delegated by the director general.

Special Condition

This position applies solely to a senior executive covered by sections 116 and 120.

SCHEDULE 2 CLASSIFICATION PLAN

JOB CLASSIFICATION PLAN FOR SENIOR EXECUTIVES

POSITIONS	CLASSIFICATION	CLASSES
Director general	HC0	I to VII
Assistant director general	HC1	I to VII
Senior consultant to the director general	CC	I to VII

SCHEDULE 3 SALARY SCALES

1. The salary scales of senior executives and senior executives of the Commission scolaire de Montréal are found in the following tables:

TABLE I
SENIOR EXECUTIVES

Salary scales as of 1 April 2003

Classification	Salary	Class I 6 999 or less	Class II 7 000 - 11 999	Class III 12 000 - 17 999	Class IV 18 000 - 24 999	Class V 25 000 - 32 999	Class VI 33 000 - 41 999	Class VII 42 000 or more
HC0	Maximum	104 616	110 742	117 228	124 092	131 072	135 006	139 053
	Minimum	83 634	88 530	93 707	99 196	104 777	107 923	111 160
HC1	Maximum	93 835	96 674	98 735	103 060	105 120	110 184	112 388
	Minimum	73 283	74 447	76 031	79 365	80 949	84 851	86 539
CC	Maximum	80 856	82 471	84 122	85 808	87 524	89 274	91 059
	Minimum	62 431	63 566	64 787	66 027	67 103	68 446	69 815

TABLE II
SENIOR EXECUTIVES
(Commission scolaire de Montréal)

Salary scales as of 1 April 2003

CLASSIFICATION	SALARY	SPECIAL CLASS
HC0	Maximum	147 195
	Minimum	117 662
HC1	Maximum	123 875
	Minimum	95 379

SCHEDULE 4 PROGRESSIVE RETIREMENT PLAN

DIVISION 1 APPLICATION

1. The progressive retirement plan shall be granted to a senior executive who applies therefor and whose application is accepted by the school board.

2. The progressive retirement plan shall apply to a senior executive who meets the following conditions:

(1) participates in the Government and Public Employees Retirement Plan, the Teachers Pension Plan, the Civil Service Superannuation Plan or the Pension Plan for Management;

(2) must have an attestation from the Commission administrative des régimes de retraite et d'assurances (CARRA) confirming that he will be entitled to a pension on the date on which the agreement expires; the attestation, along with the senior executive's written request for the progressive retirement plan, must be forwarded to the school board;

(3) must have concluded a written agreement with the school board.

DIVISION 2 CONTENTS OF THE AGREEMENT

3. The senior executive and the school board must conclude a written agreement according to the provisions of the laws and regulations governing the progressive retirement plan and the provisions of this schedule. The agreement must include the following elements:

(1) the duration of the progressive retirement, which may vary from one to five years;

(2) the proportion of time worked for each of the calendar years or parts of calendar years covered by the progressive retirement plan which cannot be less than 40% of the time worked by regular full-time senior executives.

For the purposes of this paragraph, the expression "parts of calendar years" means the portion of the calendar year when the senior executive's progressive retirement plan begins and when it ends;

(3) scheduling of time worked;

(4) the senior executive's commitment to retire upon completion of the progressive retirement plan, subject to sections 11 and 12 of this schedule.

DIVISION 3

OTHER TERMS AND CONDITIONS

4. Subject to the provisions of this schedule, the provisions prescribed by this Regulation, adjusted in proportion to the time worked according to the agreement, shall apply to a senior executive for the duration of the progressive retirement plan.

5. The salary of the senior executive who avails himself of a progressive retirement plan shall be paid for the full calendar year or part thereof in proportion to the time worked prescribed for each of the calendar years or parts thereof covered by the agreement.

6. For the purposes of the senior executive's pension plan, the following provisions shall apply for the duration of the progressive retirement plan:

(1) the pensionable salary for the years or parts thereof covered by the progressive retirement plan is the salary and, where applicable, the lump-sum payment resulting from the application of the salary readjustment procedure that the senior executive would have received or, for the period during he received benefits under the salary insurance plan, to which he would have been entitled had he not availed himself of the progressive retirement plan;

(2) the credited service is the service that would have been credited had the senior executive not availed himself of the progressive retirement plan;

(3) the senior executive's contributions to his pension plan are equal to the contributions that he would have paid had he not availed himself of the progressive retirement plan;

(4) if the senior executive becomes disabled, he shall be exonerated, from the fourth to the 104th week of total disability, from contributing to his pension plan as if he had not availed himself of the progressive retirement plan.

7. For the purposes of the insurance plans, the following provisions shall apply for the duration of the progressive retirement plan:

(1) except for the short-term salary insurance plan, the senior executive shall be covered by the insurance plans to which he would have been entitled had he not availed himself of the progressive retirement plan.

The short-term salary insurance plan shall apply in proportion to the time worked prescribed for each of the calendar years or parts of calendar years covered by the agreement. The monetary benefits shall be paid for the duration of the total disability period without exceeding the date on which the agreement expires;

(2) the insurance premiums of the senior executive and the school board are the premiums that would apply had the senior executive not availed himself of the progressive retirement plan.

8. For the duration of the plan, the senior executive can use the sick-leave days to his credit to dispense himself from all or part of his working time prescribed by the agreement. In this case, the terms and conditions respecting the use of sick-leave days prescribed in sections 95 to 100 of this Regulation shall apply.

9. For the purposes of calculating vacation credit, each of the years or parts of years of the progressive retirement plan shall constitute continuous service.

10. Should the senior executive not be entitled to his pension on the date on which the agreement expires, the agreement shall be extended to the date on which the senior executive will be entitled to his pension.

Moreover, where the years or parts of years of service credited to the senior executive are less than those estimated by the Commission administrative des régimes de retraite et d'assurances, the agreement shall be extended until such time as the years or parts of years of service credited to the senior executive correspond to the estimate made by the Commission administrative des régimes de retraite et d'assurances.

11. If, while the plan is in progress, the senior executive resigns and is employed by another school board or another agency in the education, health and social services or civil service sectors, the agreement shall terminate unless the new employer agrees to continue the agreement and provided that the Commission administrative des régimes de retraite et d'assurances so approves.

12. If the agreement becomes null or terminates due to circumstances stipulated in the preceding section or due to other circumstances stipulated in Division IX.1 of Chapter I of the Regulation under the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10, s. 134, par. 11.2), in Chapter V.1 of the Regulation under the Act respecting the Teachers Pension Plan (R.S.Q., c. R-11, s. 73, par. 4.3) or in Chapter VIII.1 of the Regulation under the Act respecting the Civil Service Superannuation Plan (R.S.Q., c. R-12,

s. 109, par. 8.1.2), the pensionable salary, the credited service and the contributions for pension plan purposes shall be determined for each of the circumstance in the manner prescribed by those regulations.

13. A senior executive can only opt for the progressive retirement program once.

SCHEDULE 5 **PARENTAL RIGHTS**

1. The provisions of this schedule may not have the effect of granting any monetary or nonmonetary benefit that a senior executive would not have had had he or she remained at work.

For the purposes of this schedule, a “spouse” means either of two persons who:

- (1) are married or in a civil union and cohabiting;
- (2) are living together in a conjugal relationship and are the father and mother of the same child;
- (3) are of opposite sex or the same sex and have been living together in a conjugal relationship for one year or more.

However, the dissolution of marriage by divorce or annulment cancels the status of spouse, as does a de facto separation for more than three months in the case of persons who are married or living in a conjugal relationship.

2. The maternity leave allowances prescribed in Division 1 are paid solely as supplements to employment insurance benefits or, in the cases mentioned below, as payments during a period of unemployment caused by pregnancy for which the employment insurance plan provides no benefit.

3. If the granting of leave is restricted to one spouse, the restriction shall have effect when the other spouse is also employed by an agency in the public or parapublic sector.

4. The school board shall not repay to a senior executive the amounts that could be claimed from Human Resources Development Canada (HRDC) pursuant to the Employment Insurance Act (R.S.C., 1996, c. 23).

5. The salary, deferred salary and severance pay are neither increased nor decreased by the amounts received under the supplementary employment insurance benefits plan.

DIVISION 1 **MATERNITY LEAVE**

6. A pregnant senior executive is entitled to a maternity leave of 20 weeks which, subject to section 11 of this schedule, must be consecutive.

Maternity leave may be for a shorter duration than 20 weeks. A senior executive who returns to work within two weeks following the birth must, at the school board's request, submit a medical certificate attesting that she has sufficiently recovered to return to work.

7. A senior executive who becomes pregnant while on leave without pay or partial leave without pay prescribed in this schedule is also entitled to maternity leave and to the benefits attached thereto.

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

9. Where the spouse of a senior executive dies, the remainder of the 20 weeks of maternity leave shall be transferred to the senior executive, who shall benefit from the rights and benefits attached thereto.

10. The distribution of maternity leave before and after delivery shall be decided by the senior executive and shall include the day of delivery.

11. When a senior executive has sufficiently recovered from delivery, but the child is unable to leave the health institution, she may interrupt the maternity leave and return to work.

A senior executive whose child is hospitalized within 15 days of birth is entitled to the same right.

The maternity leave may be interrupted only once. It shall be completed when the child is brought home. When the interrupted maternity leave is resumed, the school board shall pay the allowance to which the senior executive would have been entitled had the senior executive not opted to interrupt the maternity leave.

12. If the birth occurs after the expected date, the senior executive is entitled to extend the maternity leave for the length of time the birth is overdue, except if at least two weeks of maternity leave are already scheduled after the birth.

Furthermore, the maternity leave may be extended for six weeks if the baby is hospitalized during the maternity leave or if the baby's state of health makes it necessary.

During a period of extended maternity leave, the senior executive shall not receive any allowance or salary. However, she is entitled to the benefits prescribed in section 42 of this schedule provided she is entitled to them.

13. During the fourth week preceding the date of expiry of a maternity leave, the school board shall send the senior executive a notice indicating the date on which the leave is to expire.

A senior executive to whom the school board has sent the notice described above must report for work on the date of expiry of the maternity leave, unless the leave is extended in the manner prescribed in Division 4.

14. To obtain maternity leave, a senior executive must give notice to the school board not less than three weeks before the date on which the leave is to begin. The notice must be accompanied by a medical certificate attesting to the pregnancy and the expected date of birth.

Less than three weeks' notice may be given if a medical certificate attests that the senior executive must stop working earlier than expected. In unforeseeable circumstances, the senior executive is not required to give notice, but must submit a medical certificate to the school board stating it is necessary to stop working immediately.

§1. Cases Covered by Employment Insurance

15. A senior executive who has accumulated 20 weeks of service and who, after submitting an application for benefits under the employment insurance plan, receives such benefits, is entitled, during the maternity leave, to receive:

(1) for each week of the waiting period prescribed by the employment insurance plan, an allowance equal to 93% of the basic weekly salary;

(2) for each week in which the senior executive receives employment insurance benefits, a supplementary allowance equal to the difference between 93% of the senior executive's basic weekly salary and the weekly rate of employment insurance benefit received by the senior executive.

The supplementary allowance shall be calculated on the basis of the employment insurance benefits that a senior executive is entitled to receive, without taking into account the amounts subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the employment insurance plan.

The maternity leave allowance paid by the Government of Québec shall be subtracted from the allowances paid under this subdivision.

However, a senior executive who works for more than one employer shall receive a supplementary allowance equal to the difference between 93% of the basic salary paid by the school board and the percentage of the employment insurance benefits that represents the proportion of the basic weekly salary paid by it compared to the sum of the basic weekly salaries paid by all the employers. For that purpose, the senior executive shall submit to each employer a statement of the weekly salary paid by each of them, together with the amount of benefits paid by Human Resources Development Canada.

If Human Resources Development Canada reduces the number of weeks of employment insurance benefits, where applicable, the senior executive shall continue to receive the supplementary allowance, without taking into account the weeks subtracted by Human Resources Development Canada as though the senior executive had received employment insurance benefits during that period;

(3) for each of the weeks following the period mentioned in paragraph 2 of this section, an allowance equal to 93% of the basic weekly salary until the end of the 20th week of maternity leave.

16. For the purposes of entitlement to maternity leave benefits, a senior executive who is absent shall accumulate service if the absence is authorized, particularly for total disability, and includes a benefit or remuneration.

17. For the purposes of this division, basic weekly salary means the regular salary of the senior executive, including the lump sums resulting from the annual increment or the salary readjustment procedure.

18. The school board may not offset any reduction in employment insurance benefits attributable to the salary earned with another employer by paying an allowance to a senior executive on maternity leave.

Notwithstanding the provisions of the preceding paragraph, the school board shall pay the compensation if the senior executive proves that the salary earned with another employer is a regular salary by means of a letter to that effect from the employer paying it. If the senior executive proves that only part of the salary is regular, the compensation shall be limited to that part.

The employer paying the regular salary mentioned in the preceding paragraph must provide such a letter at the request of the senior executive.

19. The total amounts received by the senior executive during the maternity leave as employment insurance benefits, allowances and salary may not exceed 93% of the basic salary paid by the senior executive's employer or employers.

20. No allowance may be paid during a vacation period during which a senior executive is paid.

21. The allowance owing for the first two weeks shall be paid by the school board within two weeks following the beginning of the leave. The allowance owing after that date shall be paid at two-week intervals, the first payment being due, in the case of a senior executive eligible for employment insurance benefits, only 15 days after the school board obtains proof that she is receiving employment insurance benefits. For the purposes of this section, a statement of benefits, a payment stub and the information provided by Human Resources Development Canada to the school board by mechanical reproduction shall be considered proof.

22. The duration of service shall be calculated with all employers of the public and parapublic sectors (public service, education, health and social services), the regional health and social services boards, all agencies for which, by law, the employees' 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 (GRICS) or any other agency listed 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).

Moreover, the requirement of 20 weeks of service under sections 6 and 24 shall be deemed to have been met when the senior executive has satisfied that requirement with any employer mentioned in the preceding paragraph.

23. A senior executive may defer not more than four weeks of annual vacation if they fall within the maternity leave and if, not later than two weeks before the expiry of the maternity leave, she notifies the school board in writing of the date on which the vacation is to be taken.

§2. Cases not Covered by Employment Insurance

24. A senior executive excluded from receiving employment insurance benefits or declared ineligible shall also be excluded from receiving any compensation. However, a full-time senior executive who has accumulated 20 weeks of service is also entitled to an allowance equal to 93% of the basic weekly salary prescribed under this division for 12 weeks if she is not eligible for employment insurance benefits because she has not held insurable employment for the required number of hours during the qualifying period prescribed by the employment insurance plan.

DIVISION 2 PATERNITY LEAVE

25. A senior executive is entitled to take paid leave for a maximum of five working days for the birth of his child. A senior executive is also entitled to the leave if the child is stillborn and the delivery takes place after the beginning of the 20th week preceding the expected date of delivery. The paid leave may be discontinuous, but must be taken between the beginning of the confinement and the 15th day following the mother's or the child's return home. One of the five days may be used for the baptism or registration of the child.

DIVISION 3 ADOPTION LEAVE AND LEAVE WITHOUT PAY FOR ADOPTION PURPOSES

26. A senior executive who legally adopts a child is entitled to a leave not exceeding 10 consecutive weeks, provided that the senior executive's spouse does not take the same leave. The adoption leave must be taken after the order of placement of the child or the equivalent in the case of an international adoption in accordance with the adoption plan.

27. A senior executive legally adopting a child, who is not entitled to the adoption leave under section 26, is entitled to leave for a maximum of five working days, only the first two of which are paid.

The leave may be discontinuous, but it may not be taken later than 15 days following the child's arrival home.

However, if the child is the spouse's child, the senior executive is entitled only to leave without pay for a maximum of two working days.

28. For each week of leave taken under section 26 of this schedule, the senior executive shall receive an allowance equal to the salary he or she would have received had he or she remained at work.

29. For adoption purposes, a senior executive may take leave without pay of up to 10 weeks' duration from the date on which he or she actually takes custody of the child.

30. On a written request to the school board if possible four weeks in advance, a senior executive who travels outside of Québec to adopt a child shall obtain leave without pay for the required travel time. If the senior executive obtains actual custody of the child, the maximum duration of the leave without pay shall be 10 weeks, in accordance with section 29 of this schedule. During the leave, the senior executive shall be entitled to the benefits attached to leave without pay prescribed in this schedule.

31. Sections 26 to 30 of this schedule do not apply to the senior executive who adopts his or her spouse's child.

32. The adoption leave prescribed in section 26 of this schedule may take effect on the date on which the leave without pay for adoption purposes begins, if the maximum duration of the unpaid leave is 10 consecutive weeks and if the senior executive so chooses in the request submitted under section 30.

If no child is adopted following a leave for adoption purposes for which the senior executive receives an allowance paid under section 28, the senior executive is deemed to have been on a leave without pay and shall repay the allowance to the school board.

Where the adoption leave takes effect on the date when the leave without pay begins, the senior executive is entitled only to the benefits prescribed for adoption leave.

DIVISION 4 LEAVE WITHOUT PAY

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

A senior executive who wishes to terminate the leave during the first 52 weeks must give written notice to this effect at least 21 days before he or she intends to return to work.

A senior executive who does not take the leave without pay may, for the portion of the leave that is not taken by his or her spouse, choose to take a leave without pay.

34. A senior executive who does not opt to take the leave prescribed in section 33 of this schedule may, following the birth or adoption of a child, take a leave without pay of up to 52 continuous weeks, beginning on the date chosen by the senior executive and ending not later than 70 weeks after the birth or, in the case of an adoption, 70 weeks after responsibility is taken for the child. However, this paragraph does not apply to a senior executive who adopts his or her spouse's child.

A senior executive who wishes to terminate his or her leave before the scheduled date must give written notice to this effect at least 21 days before he or she intends to return to work.

35. A leave without pay or a partial leave without pay of up to one year shall be granted to a senior executive whose minor child suffers from socioemotional problems, a handicap or a prolonged illness and who requires his or her care.

36. A senior executive may be absent from work up to six days each year to attend to his or her minor child or spouse's minor child if his or her presence is expressly required for reasons linked to the child's health, safety or education. The days of leave shall be deducted from the senior executive's bank of sick-leave days or, failing that, shall be unpaid.

37. Subject to sections 33 and 34 of this schedule, a senior executive who is absent from work without pay to extend a leave prescribed in this schedule shall, prior to the beginning of leave, come to an agreement with the school board with respect to the terms and conditions of leave and eventual return to a position.

Notwithstanding the first paragraph, upon returning from a leave without pay not exceeding 12 weeks, a senior executive shall be reinstated in the position that he or she would have had had he or she been at work.

DIVISION 5 OTHER SPECIAL LEAVES AND PREVENTIVE WITHDRAWAL

38. A senior executive shall be entitled to special leave in the following cases:

(1) where a pregnancy complication or a risk of miscarriage requires the senior executive to stop work for the period prescribed by a medical certificate. The special leave may not extend beyond the beginning of the 8th week preceding the expected date of delivery;

(2) upon submission of a medical certificate prescribing a period of leave, when a natural or induced miscarriage occurs before the beginning of the 20th week preceding the expected date of delivery;

(3) for pregnancy-related visits to a health professional, certified by a medical certificate.

39. In the case of the visits mentioned in paragraph 3 of section 38 of this schedule, the senior executive shall take special leave with pay of up to four days. This special leave may be taken in half-days.

40. During the special leaves granted under this division, the senior executive shall be entitled to the benefits prescribed in sections 42 and 45 of this schedule.

Notwithstanding paragraph 1 of section 42 of this schedule, a senior executive covered by section 38 of this schedule may also opt for salary insurance benefits. However, in the case of paragraph 3 of section 38 of this schedule, the senior executive must first have exhausted the four days prescribed in section 39 of this schedule before opting for the basic salary insurance plan.

41. A senior executive who benefits from preventive withdrawal under the Act respecting occupational health and safety (R.S.Q., c. S-2.1) is also entitled to the benefits prescribed in sections 23 and 42 of this schedule, provided she is normally entitled to them, and may subsequently avail herself of the provision prescribed in section 44 of this schedule.

DIVISION 6 OTHER PROVISIONS

42. During a maternity leave and the extensions prescribed in section 12 or a 10-week adoption leave, a senior executive shall have, if she is normally entitled thereto, the following benefits:

(1) insurance plans excluding salary insurance benefits. However, in the case of a maternity leave, the school board shall pay all the premiums of the compulsory basic plans and the senior executive shall not be required to pay the premiums according to the provisions contained in the master policy of the insurance plans;

- (2) accumulation of vacation;
- (3) accumulation of experience and continuous service;
- (4) premiums for regional disparities.

Notwithstanding paragraph 4, the total amount received as maternity leave benefits shall not exceed 93% of the amount comprising the basic weekly salary and the premiums for regional disparities.

43. During a leave without pay in accordance with this schedule, a senior executive shall retain his or her experience and shall continue to accumulate service. The insurance plans shall apply to a senior executive in accordance with the provisions of section 43 of the Regulation.

44. A school board and a senior executive shall agree, before the leave begins, on the terms and conditions of a maternity leave, a paternity leave, an adoption leave or a leave without pay for adoption purposes.

45. Upon returning to work from a maternity leave, an adoption leave or a leave for adoption purposes, the senior executive shall be reinstated in the position he or she would have held, had he or she remained at work.

SCHEDULE 6 SABBATICAL LEAVE PLAN WITH DEFERRED SALARY

1. The granting of a sabbatical leave with deferred salary is the exclusive responsibility of the school board; however, should the school board not accept an application for participation in the plan, it shall provide the senior executive who so requests with the reasons for its refusal.

2. The school board shall maintain its contribution to the Québec Pension Plan, the Québec Health Insurance Plan, the group insurance plan and the occupational health and safety plan during the senior executive's sabbatical leave.

The employment insurance contributions of the school board and those of the senior executive shall not apply during the senior executive's sabbatical leave.

3. The replacement of a senior executive on sabbatical leave is encouraged but not necessary; however, the replacement, where applicable, is temporary.

4. A senior executive must return to work, following his sabbatical leave, for a period equal to the duration of his leave. His return to work shall take place during the contract or following its expiry.

5. A senior executive covered by salary insurance or on a leave without pay may only avail himself of these provisions on the date of his return to work.

6. The provisions of the pension plans concerning sabbatical leave with deferred salary are contained in sections 192 to 197 of the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10).

DIVISION 1

DURATION OF CONTRACT

7. The provisions of this schedule may apply to a senior executive for a period of two, three, four or five years; this period is hereinafter referred to as “the contract”.

DIVISION 2

DURATION OF SABBATICAL LEAVE, PERCENTAGE OF SALARY AND WORKLOAD

8. The duration of the sabbatical leave and the percentage of applicable salary based on the duration of the contract are found in the following table:

Duration of leave	Percentage of salary based on duration of contract			
	2 years	3 years	4 years	5 years
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	N.A.	75.00	81.25	85.00
10 months	N.A.	72.22	79.17	83.33
11 months	N.A.	69.44	77.08	81.67
12 months	N.A.	66.67	75.00	80.00

9. Notwithstanding any provision to the contrary, as a result of benefits and conditions of which a senior executive may avail himself during the contract, the duration of the leave must be at least six consecutive months and the leave may not be interrupted for any reason, regardless of its duration.

10. Notwithstanding any provision to the contrary, as a result of benefits and conditions of which a senior executive may avail himself during the contract, the sabbatical leave must begin no later than the expiry of a maximum period of six years after the date on which the senior executive's salary begins to be deferred.

11. Except for the duration of the sabbatical leave, the workload of a senior executive for the period of the contract shall not be modified.

12. Upon his return, a senior executive shall be reinstated in his position.

DIVISION 3

RIGHTS AND BENEFITS

13. Subject to the provisions of this schedule, a senior executive shall be entitled, for the duration of the contract, to the provisions of this Regulation, provided that the provisions are compatible with the nature of the leave.

14. During the sabbatical leave, the senior executive may not receive any premium or supplement prescribed by this Regulation. During the other years of the contract, a senior executive is entitled to all of the premiums and supplements, where applicable.

15. For the purposes of this schedule, the salary of a senior executive includes his salary and, where applicable, any lump sum related to the salary review or salary readjustment procedure.

16. The plan is not designed to provide retirement income or to defer the payment of income tax. Moreover, during the sabbatical leave, a senior executive may not receive any other remuneration from the school board or from any other person or partnership with which the school board is affiliated in accordance with tax legislation requirements, except an amount corresponding to the percentage of the senior executive's salary for the duration of the contract.

17. For insurance plan purposes, the insurable salary during the contract is the salary that the senior executive would receive had he not taken the sabbatical leave with deferred salary and the premium of the senior executive shall be calculated on the basis of that salary.

18. For the purposes of calculating vacation credit, each of the years of the contract shall constitute a year of continuous service.

19. Vacation deemed used during the sabbatical leave shall be proportional to the duration of the leave.

20. Each of the years covered by the contract shall count as a year of service for pension plan purposes.

DIVISION 4

TOTAL DISABILITY

21. Where a disability occurs during the contract, the following provisions apply:

(1) If total disability occurs during the sabbatical leave:

Total disability shall be considered as beginning on the date on which a senior executive returns to work and not during the sabbatical leave.

During the sabbatical leave, the senior executive shall receive the salary determined in section 8 of this schedule. As of the date of his return to work, the senior executive, if still disabled, shall receive salary insurance benefits based on the percentage prescribed in section 8 for the duration of the contract.

(2) If the total disability occurs after the sabbatical leave has been taken:

The senior executive shall continue to participate in the contract and shall receive, for the duration of the contract, a salary insurance benefit based on the percentage prescribed in section 8.

(3) If the total disability occurs before the sabbatical leave has been taken and ends before the beginning of the sabbatical leave:

The senior executive shall continue to participate in the contract and shall receive the salary insurance benefits based on the percentage prescribed in section 8.

(4) If the total disability occurs before the sabbatical leave has been taken and persists until the date scheduled for the beginning of the leave, the senior executive may select one of the following options:

(a) continue to participate in the contract and defer the sabbatical leave either to the date of his return to work or to the following school year in accordance with the agreement concluded between the school board and the senior executive;

(b) terminate the contract. In such a case, the school board shall reimburse a senior executive, without interest, for the total amount of deferred salary during the first year of assessment following the termination of the contract.

(5) If the disability lasts more than two years, the contract shall cease to have effect and:

(a) if the senior executive has already taken his sabbatical leave, the school board shall not make any monetary claim for the salary paid;

(b) if the senior executive has not already taken his sabbatical leave, the school board shall reimburse him, without interest, for the total amount of deferred salary during the first year of assessment following the termination of the contract.

DIVISION 5 RESIGNATION, RETIREMENT OR WITHDRAWAL OF A SENIOR EXECUTIVE

22. In the case of resignation, retirement or withdrawal from the plan during the contract, the contract terminates on the date on which the measure takes effect and the following conditions apply:

(1) If a senior executive has already taken the sabbatical leave, he shall reimburse, without interest, the school board for the difference between the salary received during the sabbatical leave and the total amount of deferred salary. In such a case, the school board and the senior executive may agree on the terms and conditions of reimbursement.

(2) If a senior executive has not yet taken the sabbatical leave, the school board shall reimburse him, without interest, for the total amount of deferred salary during the first year of assessment following the termination of the contract.

(3) If the sabbatical leave is in progress, the amount owed by either party shall be calculated as follows:

The amount received by the senior executive during the leave less the total amount of deferred salary; if the balance is negative, the school board shall reimburse the balance to the senior executive, starting from the first year of assessment following the termination of the contract; if it is positive, the senior executive shall reimburse the balance to the school board. In such a case, the school board and the senior executive may agree on the terms and conditions of reimbursement.

This paragraph does not apply to a withdrawal from the plan, which is not permitted during the sabbatical leave.

Notwithstanding the provisions of this section, a senior executive who, following a resignation, is hired as a senior executive by another school board shall continue to participate in the contract, provided that he so request and that his request be approved by the school board that hires him.

DIVISION 6

DEATH

23. If the senior executive dies while the plan is in progress, the plan shall terminate on the date of death, and the provisions of section 22 of this schedule apply. However, the school board shall not make any monetary claim if the senior executive is required to reimburse the school board following the application of paragraph 1 or 3 of the said section.

DIVISION 7

LEAVE WITHOUT PAY

24. For the duration of the contract, a senior executive shall be entitled to one or more leaves without pay according to the policy in effect at the school board; in which case, the period of the contract shall be extended accordingly.

The total duration of one or more leaves without pay may not exceed 12 months.

Should the total duration of one or more leaves without pay exceed 12 months, the contract shall terminate on the date following that on which the allowed period expires and the provisions of section 22 shall apply.

DIVISION 8

MATERNITY LEAVE AND ADOPTION LEAVE

25. Where a senior executive obtains a maternity leave (20 weeks) or adoption leave (10 weeks) during the contract, the sabbatical leave shall be interrupted for the duration of the maternity leave or adoption leave and shall be extended accordingly.

Where the maternity leave or adoption leave is taken before the sabbatical leave, the senior executive shall terminate the contract and paragraph 2 of section 22 shall apply.

DIVISION 9

DISMISSAL

26. Where a senior executive is dismissed, the contract shall cease to have effect. The conditions prescribed in section 22 then apply.

SCHEDULE 7

GRADUAL PRERETIREMENT

1. The gradual preretirement program is intended for any senior executive who, during the period immediately preceding his retirement, wishes to reduce his workweek by using sick-leave days to his credit in accordance with sections 108 to 112 of this Regulation.

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

2. The granting of a gradual preretirement leave shall be subject to prior written agreement between a senior executive and his school board, which shall take the needs of the school board into account. Such an agreement shall specify the terms and conditions of the gradual preretirement leave, such as the duration, proportion and scheduling of the time worked.

3. A senior executive on gradual preretirement leave shall be entitled to the short-term salary insurance plan on the basis of the time worked as prescribed in the agreement.

However, where the gradual preretirement leave spreads over a period of over 104 weeks, a senior executive shall continue to participate in the compulsory long-term salary insurance plans, subject to the provisions prescribed in the master policy.

SCHEDULE 8

JOB CLASSIFICATION PLAN FOR SENIOR EXECUTIVES OF THE COMMISSION SCOLAIRE DE MONTRÉAL

JOB CLASSIFICATION PLAN FOR SENIOR EXECUTIVES

POSITIONS	CLASSIFICATION	CLASSES
Director general	HC0	Special
Assistant director general	HC1	Special

SCHEDULE 9 ADMINISTRATIVE REGIONS¹

Région administrative du Bas-Saint-Laurent (01)
 Région administrative du Saguenay–Lac-St-Jean (02)
 Région administrative de la Capitale-Nationale (03)
 Région administrative de la Mauricie (04)
 Région administrative de l'Estrie (05)
 Région administrative de Montréal (06)
 Région administrative de l'Outaouais (07)
 Région administrative de l'Abitibi-Témiscamingue (08)
 Région administrative de la Côte-Nord (09)
 Région administrative du Nord-du-Québec (10)
 Région administrative de la Gaspésie–Îles-de-la-Madeleine (11)
 Région administrative de la Chaudière-Appalaches (12)
 Région administrative de Laval (13)
 Région administrative de Lanaudière (14)
 Région administrative des Laurentides (15)
 Région administrative de la Montérégie (16)
 Région administrative du Centre-du-Québec (17)

SCHEDULE 10 CLASSIFICATION PLAN AND SALARY SCALES ON 1 JULY 2005

1. The classification plan in Table A comes into effect on 1 July 2005.

2. The salary scale in Table B comes into effect on 1 July 2005.

3. The following integration rules apply on 1 July 2005:

(a) a senior executive shall integrate his new salary scale on 1 July 2005;

(b) a senior executive's salary cannot be less than the minimum rate of his new class of employment;

(c) a senior executive's salary shall be increased by 2% without exceeding the maximum rate of his new class of employment;

(d) salary protection shall apply to a senior executive whose salary, on 30 June 2005, is higher than the maximum rate of his new class.

4. The other rules and terms and conditions of integration will be determined between now and the date on which the classification plan comes into effect.

TABLE A
CLASSIFICATION PLAN ON 1 JULY 2005

POSITION	CLASSES April 2003	CSDM	> 24 000 students	12 000 – 24 000 students	6 000 – 12 000 students	< 6000 students
DG of school boards	HC0	17	16	15	13	12
ADG of school boards	HC1	14	13	12	11	10

¹ For the purposes of applying this schedule, the following are considered as the same administrative region:

1. administrative regions 01 and 11
2. administrative regions 03 and 12
3. administrative regions 04 and 17
4. administrative regions 08 and 10
5. administrative regions 13, 14 and 15

TABLE B
SALARY SCALE ON 1 JULY 2005

CLASSES	RATES	
	MINIMUM	MAXIMUM
17	110 396	147 195
16	104 289	139 052
15	98 519	131 359
14	93 069	124 092
13	87 920	117 227
12	83 057	110 742
11	78 462	104 616
10	74 122	98 829

6620

Gouvernement du Québec

T.B. 201770, 30 November 2004Education Act
(R.S.Q., c. I-13.3)

School boards
— **Conditions of employment of management staff**
— **Amendments**

Regulation to amend the Regulation respecting the conditions of employment of management staff of school boards

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

WHEREAS the Regulation respecting the conditions of employment of management staff of school boards was made by the Minister's Order dated 23 September 1998;

WHEREAS the Regulations Act (R.S.Q., c. R-18.1) does not apply to this regulation;

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

WHEREAS on 18 November 2004, the Minister of Education ordered that the Regulation to amend the Regulation respecting the conditions of employment of management staff of school boards be made;

THE CONSEIL DU TRÉSOR DECIDES :

1. To approve the Regulation to amend the Regulation respecting the conditions of employment of management staff of school boards, attached hereto;

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

SERGE MARTINEAU,
Clerk of the Conseil du trésor

**Regulation to amend the Regulation
respecting the conditions of employment
of management staff of school boards¹**

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

1. Section 1 of the Regulation respecting the conditions of employment of management staff of school boards is amended by:

- 1) deleting the definition of “association of senior executives”;
- 2) replacing the definition of “senior staff member” by “senior staff member”: “a management staff member”;
- 3) deleting, in the definition of “management staff member”, the words “a senior executive”;
- 4) deleting the definition of “senior executive”.

¹ The latest amendments to the Regulation respecting the conditions of employment of management staff of school boards, made by the minister's order dated 23 September 1998 (1998, *G.O.* 2, 5498), were made by the minister's order dated 14 May 2004 (2004, *G.O.* 2, 2683). For previous amendments, see *Tableau des modifications et Index sommaire*, Publications du Québec, 2004, updated to 1 March 2004.