

Treasury Board

Gouvernement du Québec

T.B. 202573, 21 June 2005

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

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

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

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

WHEREAS the Minister of Education, Recreation and Sports made, on 17 June 2005, the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges;

WHEREAS it is expedient to approve the Regulation;

THE CONSEIL DU TRÉSOR DECIDES:

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

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

SERGE MARTINEAU,
Clerk of the Conseil du trésor

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

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

TABLE OF CONTENTS

	Section
CHAPTER I DEFINITIONS	1
CHAPTER II GENERAL PROVISIONS AND APPLICATION	
DIVISION I GENERAL PROVISIONS	2
DIVISION II APPLICATION	6
CHAPTER III CLASSIFICATION OF SENIOR EXECUTIVE POSITIONS AND REMUNERATION	9
DIVISION I CLASSIFICATION OF SENIOR EXECUTIVE POSITIONS	
DIVISION II CALCULATION OF SALARY	10
DIVISION III STAND-BY PREMIUMS AND PREMIUMS FOR REGIONAL DISPARITIES	15
DIVISION IV TEMPORARY APPOINTMENT TO A SENIOR EXECUTIVE POSITION	16
DIVISION V SALARY REVIEW	
§V.1 <i>Salary increment on 1 April</i>	18
§V.2 <i>Criteria applicable to certain senior executives on disability leave</i>	20

DIVISION VI TEMPORARY ASSIGNMENT TO TWO OR MORE CONCURRENT POSITIONS	22	CHAPTER VII VACATION	65
DIVISION VII PERFORMANCE BONUSES	23	CHAPTER VIII GROUP INSURANCE PLANS	66
DIVISION VIII LUMP-SUM PAYMENTS RELATED TO THE CALCULATION OF SALARY	25	DIVISION I SHORT-TERM SALARY INSURANCE	75
CHAPTER IV APPOINTMENT, RENEWAL OF APPOINTMENT AND DISCHARGE OF A SENIOR EXECUTIVE		DIVISION II UNIFORM LIFE INSURANCE PLAN	89
DIVISION I APPOINTMENT	27	DIVISION III SURVIVOR'S PENSION PLAN	91
DIVISION II RENEWAL OF APPOINTMENT	30	DIVISION IV PLANS INSURED BY THE INSURER	92
DIVISION III DISCHARGE		DIVISION V REHABILITATION	104
<i>§III.1 Termination of appointment</i>	37	DIVISION VI SPECIAL PROVISIONS	115
<i>§III.2 Dismissal</i>	41	CHAPTER IX PARENTAL RIGHTS	
CHAPTER V EMPLOYMENT TERMINATION BENEFITS	46	DIVISION I GENERAL PROVISIONS	118
DIVISION I GENERAL PROVISIONS	46	DIVISION II MATERNITY, PATERNITY OR ADOPTION LEAVE	120
DIVISION II PRERETIREMENT LEAVE	48	DIVISION III EXTENDED MATERNITY, PATERNITY OR ADOPTION LEAVE	152
DIVISION III SEVERANCE PAY	51	CHAPTER X SICK-LEAVE BANKS	
DIVISION IV LEAVE WITH PAY	54	DIVISION I ESTABLISHMENT AND APPROVAL OF BANKS	154
DIVISION V SENIOR STAFF CONSULTANT	58	DIVISION II REIMBURSEMENT OF CASH-CONVERTIBLE DAYS	158
CHAPTER VI RESIGNATION		DIVISION III USE OF SICK-LEAVE DAYS	161
DIVISION I GENERAL PROVISIONS	61	CHAPTER XI DEFERRED OR ANTICIPATED SALARY LEAVE PLAN	166
DIVISION II SPECIAL SEVERANCE PAY APPLICABLE TO DIRECTORS GENERAL	62		

CHAPTER XII PROGRESSIVE RETIREMENT	184	“appointment” means the first appointment conferred in the capacity of academic dean or director general;
CHAPTER XIII GRADUAL PRERETIREMENT	200	“college” means a general and vocational college and a regional college as defined in the General and Vocational Colleges Act (R.S.Q., c. C-29);
CHAPTER XIV SPECIAL PROVISIONS APPLICABLE TO DIRECTORS GENERAL	203	“institution in the health and social services sector” means a local health and social services network development agency (agence de développement de réseaux locaux de services de santé et de services sociaux) and a public institution within the meaning of the Act respecting health services and social services (R.S.Q., c. S-4.2) and a health and social services council and a public institution within the meaning of the Act respecting health services and social services for Cree Native persons (R.S.Q., c. S-5);
DIVISION I LEAVE WITH PAY	204	
DIVISION II SICK-LEAVE BANK	205	
DIVISION III SALARY	208	
CHAPTER XV APPEALS COMMITTEE	209	“Minister” means the Minister of Education, Recreation and Sports;
CHAPTER XVI SPECIAL PROVISIONS	216	“Ministry” means the Ministry of Education, Recreation and Sports;
SCHEDULE I JOB CLASSIFICATIONS OF SENIOR EXECUTIVES OF COLLEGES		“public and parapublic sectors”: — the ministries, persons or agencies whose personnel is named or remunerated in accordance with the Public Service Act;
DIVISION I SALARY CLASSES BY GROUPS OF COLLEGES FOR THE POSITION OF DIRECTOR GENERAL OF A COLLEGE OR A REGIONAL COLLEGE		— 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;
DIVISION II SALARY CLASSES BY GROUPS OF COLLEGES FOR THE POSITIONS OF ACADEMIC DEAN AND DIRECTOR OF CONSTITUENT COLLEGES		— the colleges, school boards and establishments within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors, the government agencies covered by this law and the educational institutions at the university level;
SCHEDULE II SALARY SCALES ACCORDING TO JOB CLASSIFICATIONS OF SENIOR EXECUTIVES		— the agencies or enterprises and their totally-owned subsidiaries which must produce, by law, an annual report for deposit in the National Assembly;
CHAPTER I DEFINITIONS		“senior executive” means an academic dean, a director general of a college, a director general of a regional college or a director of a constituent college within the meaning of the General and Vocational Colleges Act;
I. In this Regulation, unless the context indicates otherwise:		“senior staff consultant” means a senior executive whose appointment is terminated or not renewed and who retains his relationship of employment for a given period of time;
“agency in the public and parapublic sectors” means a college, a school board, an institution in the health and social services sector, a ministry of the government of Québec or an agency in which employees are covered by the Public Service Act;		

“supernumerary senior staff” means a senior executive whose appointment is terminated or not renewed and who retains his relationship of employment as supernumerary senior staff within the meaning of the Regulation respecting certain conditions of employment of senior staff of general and vocational colleges;

“termination of appointment” means the termination of an appointment by a college before the end of the contract.

CHAPTER II GENERAL PROVISIONS AND APPLICATION

DIVISION I GENERAL PROVISIONS

2. This Regulation lays down certain conditions of employment of senior executives of general and vocational colleges.

Notwithstanding the foregoing and where expressly provided for in this Regulation, a college may grant conditions of employment that are more advantageous to senior executives.

3. The conditions of employment not covered by this Regulation shall be decided by the college after consultation with its senior executives.

Subject to section 2, such conditions of employment may not result in amending any of the conditions of employment set forth in this Regulation.

4. The conditions of employment entailing the payment of a monetary benefit shall be those prescribed by this Regulation.

5. Where the college and a senior executive disagree over the application or the interpretation of this Regulation, the senior executive may submit such disagreement to the Appeals Committee created by this Regulation.

DIVISION II APPLICATION

6. This Regulation applies to a person appointed as a senior executive as well as to a senior staff consultant appointed in accordance with this Regulation.

7. The rules applying to a person temporarily appointed to the position of senior executive are those contained in Division I of this chapter and in Division IV of Chapter III.

8. A senior executive who is designated supernumerary senior staff in accordance with this Regulation shall be governed by the Regulation respecting certain conditions of employment of senior staff of general and vocational colleges.

For such purpose, he shall be integrated as a senior staff member whose classification corresponds to the position assigned.

CHAPTER III CLASSIFICATION OF SENIOR EXECUTIVE POSITIONS AND REMUNERATION

DIVISION I CLASSIFICATION OF SENIOR EXECUTIVE POSITIONS

9. The classification of senior executive positions shall be determined by the Minister according to the Hay[®] method. The job classifications are found in Schedule I.

Where the principal and usual duties of a senior executive position are changed, the college shall submit the case to the Minister by completing the job analysis questionnaire for management staff retained by the Ministry to evaluate positions using the Hay[®] method.

The Minister shall determine the job classification using the Hay[®] method and the salary scale of the senior executive in accordance with the following salary scales:

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
9	70 022	93 362

DIVISION II CALCULATION OF SALARY

10. Salary is the remuneration to which a senior executive is entitled in accordance with this division and with Division V, excluding any premium or lump-sum payment.

11. No remuneration other than that prescribed in this Regulation may be paid to a senior executive.

12. The salary scales of senior executives corresponding to the job classifications are found in Schedule II.

13. Where the dates of the increase in salary scales, the annual salary review or the calculation of the salary at the time of a movement of personnel coincide, the rules apply in that order.

14. The salary of a person newly appointed to a senior executive position or assigned to another senior executive position shall be determined in accordance with the rules established by the board of governors of the college.

DIVISION III STAND-BY PREMIUMS AND PREMIUMS FOR REGIONAL DISPARITIES

15. Senior executives of colleges whose salaried employees receive stand-by premiums or premiums for regional disparities under their collective agreement shall be entitled to such premiums under the same conditions and terms.

The premiums shall be paid in accordance with the procedures for the payment of salary.

DIVISION IV TEMPORARY APPOINTMENT TO A SENIOR EXECUTIVE POSITION

16. The remuneration of a person temporarily appointed to the position of senior executive shall include the salary and any lump-sum payments and allowances he would receive, were he appointed to that position.

17. Such person shall be entitled to the other conditions of employment that were applicable to him prior to his temporary appointment as senior executive.

DIVISION V SALARY REVIEW

§V.1 *Salary increment on 1 April*

18. Subject to the provisions to the contrary prescribed in this Regulation, the salary of a senior executive who, on 31 March of the year in question, has not reached the maximum of his salary scale, shall be increased, on the following 1 April, by 4% without, however, exceeding the maximum of his salary scale.

19. The college shall not be obliged to pay the salary increment prescribed in section 18 to the senior executive whose performance is deemed unsatisfactory.

§V.2 *Criteria applicable to certain senior executives on disability leave*

20. The senior executive on disability leave during the 12 months preceding 1 April of the year in question shall be entitled to the salary increment prescribed in section 18 if he has been in office at least six months during that period.

21. Where a senior executive returns from sick leave that began prior to 1 April 1994, the salary of the senior executive shall be determined by maintaining the same relative position as that of his salary at the end of the first 104 weeks of disability with respect to the salary scale then applicable to him.

DIVISION VI TEMPORARY ASSIGNMENT TO TWO OR MORE CONCURRENT POSITIONS

22. A college may grant a premium to a senior executive who holds temporarily, in addition to his usual position, another senior executive position for a period exceeding two months. Such premium, paid as a lump sum, cannot exceed 5% of the salary to which he is entitled during such temporary assignment.

DIVISION VII PERFORMANCE BONUSES

23. On June 30 of a given year, the college may pay a lump-sum amount to senior executives in recompense for their performance during the year that is ending.

Such a bonus may also be paid in the form of professional improvement or in any other non-monetary manner.

Any person appointed temporarily to a senior executive position may also be granted a lump-sum amount if he does not receive any other bonus for the same year.

24. The parameters for allocating a performance bonus are as follows:

(1) performance considered substantially beyond the expectations indicated:

— between 4% and 6% of the salary on 30 June of the director general of a regional college;

— between 4% and 5% of the salary on 30 June of the academic dean and the director of a constituent college;

(2) performance beyond the expectations indicated:

— between 2% and 4% of the salary on 30 June;

(3) performance meeting the expectations indicated:

— equal to or less than 2% of the salary on 30 June.

DIVISION VIII

LUMP-SUM PAYMENTS RELATED TO THE CALCULATION OF SALARY

25. Where the application of section 9 has the effect of reducing the salary of a senior executive, he shall be entitled to a lump-sum payment.

The amount is variable and represents the difference between the salary he was receiving and the salary he is receiving.

The lump-sum amount shall be paid in accordance with the procedures for the payment of salary.

26. Where the decision of the college made under section 14 has the effect of reducing the salary of a senior executive, the college may pay him a lump sum according to the conditions that it determines.

CHAPTER IV APPOINTMENT, RENEWAL OF APPOINTMENT AND DISCHARGE OF A SENIOR EXECUTIVE

DIVISION I APPOINTMENT

27. A college may select a senior executive according to the eligibility requirements as it may determine.

28. The duration of a senior executive's appointment must be indicated in the appointment resolution.

29. A college may reimburse the moving expenses of a person it hires as a senior executive.

However, the college must reimburse the expenses when it hires a senior staff member or a senior executive whose place of work or residence is located more than 50 km from the college in the following cases:

(1) he is a director general who is designated as supernumerary senior staff or as senior staff consultant and he is from a college;

(2) he is a director general designated as senior staff consultant or benefiting from measures respecting employment stability and he is from a school board;

(3) he is an executive director benefiting from measures respecting employment stability and he is from an institution in the health and social services sector.

The terms and conditions for the reimbursement of moving expenses are those in effect for the professional staff of the college.

DIVISION II RENEWAL OF APPOINTMENT

30. The college must notify its senior executive in writing at least 30 days prior to commencing procedures for the renewal of his appointment.

31. The college must give the senior executive an opportunity to be heard.

To this end, the senior executive shall be notified of the date, time and place where the decision will be made on the renewal of his appointment.

32. Where the college decides to renew or not to renew the appointment of a senior executive, it shall notify him in writing at least 90 days before the date on which his appointment expires.

33. Where the college renews the appointment of the senior executive, the duration of the renewal must be indicated in the resolution.

34. Where the college decides not to renew the appointment of a senior executive, it shall notify him, at least 45 days before the date on which his appointment expires, of its decision to continue or to terminate his employment relationship by informing him:

(1) that he is reassigned to an open position;

(2) that he is designated as supernumerary senior staff; or

(3) that he may avail himself of any of the employment termination benefits covered by Chapter V.

35. Notwithstanding section 34, a senior executive whose appointment is not renewed may, in all cases, avail himself of any of the employment termination benefits covered by Chapter V.

36. A college may set up a procedure more advantageous to a senior executive than that prescribed by this division.

DIVISION III DISCHARGE

§III.1 Termination of appointment

37. A college must notify a senior executive in writing at least 30 days prior to undertaking procedures for the termination of his appointment.

38. The college must give a senior executive an opportunity to be heard.

To this end, the senior executive shall be notified of the date, time and place where the decision will be made on the termination of his appointment.

39. Where the college decides to terminate the appointment of a senior executive, it shall notify him of its decision to continue or terminate his employment relationship by informing him:

- (1) that he is reassigned to an open position;
- (2) that he is designated as supernumerary senior staff; or
- (3) that he may avail himself of any of the employment termination benefits covered by Chapter V.

40. Notwithstanding section 39, a senior executive whose appointment is terminated may, in all cases, avail himself of any of the employment termination benefits covered by Chapter V.

§III.2 Dismissal

41. The college may at any time dismiss a senior executive for just and reasonable cause.

42. Before deciding on the dismissal, the college may suspend a senior executive, with or without salary, for the period required for its inquiry.

43. The college must give a senior executive an opportunity to be heard.

To this end, the senior executive shall be notified of the date, time and place where the decision will be made on his dismissal.

44. The notice of suspension and, where applicable, the notice of dismissal must be sent to the senior executive in writing.

45. Within 10 days of a request to that effect by the senior executive, the college shall give him in writing the main reasons for his suspension or, where applicable, his dismissal.

CHAPTER V EMPLOYMENT TERMINATION BENEFITS

DIVISION I GENERAL PROVISIONS

46. To be entitled to an employment termination benefit, a senior executive must meet the following requirements:

- (1) he is covered by a provision of this Regulation under which the granting of such benefit is allowed;
- (2) he is not eligible for a pension equal to 70% or more of his average pensionable salary calculated in accordance with the pension plan in effect;
- (3) he has completed three years of continuous service as senior executive or senior staff member in a college;
- (4) he does not hold another position in an agency in the public or parapublic sector immediately following the date of his departure from the college;
- (5) he has waived all claims.

Moreover, the application of an employment termination benefit shall cease where the senior executive becomes eligible for a pension equal to 70% or more of his average pensionable salary calculated in accordance with the pension plan in effect or where he is employed by an agency in the public or parapublic sector.

47. A senior executive who avails himself of any of the employment termination benefits mentioned in Divisions III, IV and V of this chapter shall be entitled to the following provisions:

- (1) he may retain the services of a specialized placement office in accordance with the conditions prescribed by the college;

(2) from the date he finds employment, he shall receive a lump-sum payment equal to the difference between the salary he was receiving on the date of expiry or termination of his appointment and the salary he receives from his new employer.

The right to the lump-sum payment shall cease two years from the date of expiry or termination of his appointment. However, such two-year limit shall not apply to a director general who holds a position in an agency in the public or parapublic sector.

DIVISION II PRERETIREMENT LEAVE

48. Preretirement leave is leave with pay for a maximum duration of one year.

However, such a leave may last longer if the senior executive has to his credit a sick-leave bank that can be used for such purpose. The number of additional days of leave shall be calculated in accordance with Chapter X.

During his preretirement leave, he shall receive the progressive salary he would have received had he worked. During that period, he shall be entitled to the benefits provided for in the Regulation, with the exception of the provisions pertaining to salary insurance, stand-by premiums, parental rights and vacation.

49. A senior executive wishing to take a preretirement leave must apply in writing to that effect and be eligible for retirement on the date on which such a leave expires.

50. A senior executive shall be deemed to have resigned on the date on which his leave expires and he must retire on that date.

DIVISION III SEVERANCE PAY

51. A severance allowance is equal to two months' salary for every year of continuous service in a college or regional college as a director general of a college, director general of a regional college, academic dean, director of a constituent college and, at Champlain Regional College, a campus director or an associate director of instructional services of a campus.

A beneficiary who has already received severance pay in the public, parapublic or peripublic sector may only receive the difference between the amount of the severance pay already received and the amount of the new severance pay calculated in accordance with the last annual salary. Once calculated, the excess amount is then converted in terms of months of severance pay on the basis of the last annual salary.

52. Severance pay may not be greater than 12 months of salary or less than three months of salary.

The first three months of severance pay shall be paid to the beneficiary upon his leaving. From the fourth month on, the beneficiary shall be entitled to one month of severance pay per month until all months of severance pay to his credit have been used up.

Payment of severance pay shall cease as soon as the beneficiary is employed.

53. Acceptance of such severance pay shall have the effect of resignation.

DIVISION IV LEAVE WITH PAY

54. A senior executive who receives severance pay may choose to replace it with paid leave.

55. The leave shall be for a duration equal to the number of months calculated under sections 51 and 52.

56. A senior executive shall be deemed to have resigned on the date on which his leave expires.

57. During such leave, the group insurance plans, except for the salary insurance plan, shall apply as if he were supernumerary senior staff. The duration of the leave shall be taken into account for pension plan purposes.

DIVISION V SENIOR STAFF CONSULTANT

58. A senior executive who has, on the date of expiry or termination of his appointment, completed between six and eight years of service as described in section 51 shall be entitled to be appointed a senior staff consultant for a one-year period.

59. A senior executive who has, on the date of expiry or termination of his appointment, completed more than eight years of service as described in section 51 shall be entitled to be appointed a senior staff consultant for a two-year period.

60. For the duration of his appointment as a senior staff consultant, he shall carry out the duties assigned to him by the college and shall receive the salary to which he was entitled on the date of expiry or termination of his appointment.

On the date when he ceases to be designated as senior staff consultant and he is not holding a position in an agency in the public or parapublic sector, he shall receive

the difference, if any, between the severance pay to which he would have been entitled on the date of expiry or termination of his appointment and the salary he received as senior staff consultant. Such senior staff consultant shall be deemed to have resigned on that date.

CHAPTER VI RESIGNATION

DIVISION I GENERAL PROVISIONS

61. A senior executive may resign from a college at any time by means of a written notice sent at least 60 days prior to the effective date of his departure. In such a case, he shall be entitled to one of the employment termination benefits provided for in Chapter V of this Regulation.

DIVISION II SPECIAL SEVERANCE PAY APPLICABLE TO DIRECTORS GENERAL

62. This division applies to a director general who, following his resignation, waives the application of section 61 and meets the following requirements:

- (1) he is at least 55 years of age;
- (2) he has completed 25 years of continuous service in agencies in the public or parapublic sector;
- (3) he has more than a year remaining in his appointment;
- (4) he is eligible for an actuarially reduced pension in accordance with the pension plan in effect;
- (5) he does not hold another position in an agency in the public or parapublic sector immediately following his departure from the college.

63. A director general shall be entitled to severance pay equal to the lesser of the following amounts:

- (1) the cost of buying, on the date of resignation, a pension equal to the actuarial reduction applicable to a director general to enable him to be eligible for a pension that is not actuarially reduced in accordance with the pension plan in effect;
- (2) the 12 months' salary of the director general.

64. A director general shall receive on a monthly basis an amount corresponding to one month's salary until the severance pay established in accordance with

section 63 has been exhausted. However, payment of the severance allowance shall cease as soon as the beneficiary is employed.

As of the date on which he is employed, he shall receive a lump sum equal to the difference between the salary he was receiving on the date of his resignation and the salary he is receiving from his new employer.

The right to such lump-sum payment shall cease two years from the date of his resignation. However, such 2-year limit shall not apply to a director general who holds a position in an agency in the public or parapublic sector.

CHAPTER VII VACATION

65. The college shall decide the annual vacation plan for senior executives and shall inform the Minister of its content.

Vacation days are not cash-convertible. Where a senior executive definitively leaves the college, the college shall pay him an allowance equal to 1/260 of his basic annual salary for each day of vacation not taken.

CHAPTER VIII GROUP INSURANCE PLANS

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

The plans are as follows:

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

- (1) a short-term salary insurance plan, as established in Division I;
- (2) a uniform life insurance plan, as established in Division II;

(3) a survivor's pension plan.

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

(1) compulsory basic plans:

i. a life insurance plan;

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

- iii. a long-term salary insurance plan.
- (2) complementary plans :
 - i. an optional additional life insurance plan ;
 - ii. a compulsory long-term salary insurance plan.

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

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

68. Subject to section 67, a senior executive holding a senior executive position for 70% or more of the full-time equivalent is eligible for the insurance plans provided for in this chapter on the expiry of a 1-month period from the date on which he assumes his position, provided that he is working. If he is not working on that date, he shall be eligible for those plans on the date of his return to work.

69. Subject to section 67, a senior executive holding a position for more than 25% but less than 70% of the full-time equivalent shall be eligible for the insurance plans provided for in this chapter on the expiry of a 3-month period from the date on which he assumes his position, provided that he is working. If he is not working on that date, he shall be eligible for those plans on the date of his return to work.

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

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

71. A senior executive's salary for the purposes of the group insurance plans shall be that determined in section 82.

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

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

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

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

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

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

DIVISION I **SHORT-TERM SALARY INSURANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

81. In the specific case of a disability granting entitlement to indemnities paid under Québec Automobile Insurance Plan, the salary or benefits payable by the college are as follows:

The college shall determine the net salary or net benefit by deducting from the gross salary or gross benefit provided for in section 76, all the deductions required by law (income tax, QPP, employment insurance). The net salary or net benefit obtained shall be reduced by the benefit received under the Québec Automobile Insurance Plan; the balance outstanding becomes the taxable gross income from which the college shall make all the deductions, contributions and assessments required by law and this Regulation.

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

(1) his salary;

(2) any lump sum resulting from the application of Division VIII of Chapter III of this Regulation, where applicable;

(3) any stand-by premiums and premiums for regional disparities in accordance with the conditions set out in section 15 of this Regulation for the granting of such premiums, where applicable.

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

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

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

84. The salary and benefits paid under section 76 shall be reduced by the amount of any disability benefits paid under a federal or provincial statute, but without counting subsequent increases in basic benefits paid under a federal or provincial statute as a result of indexation.

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

86. Salary insurance benefits shall be paid directly by the college upon submission of the supporting documents required under section 87.

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

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

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

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

(2) the date on which his total preretirement leave prescribed in sections 48 and 161 begins;

(3) the date of his retirement.

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

DIVISION II UNIFORM LIFE INSURANCE PLAN

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

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

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

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

(2) the date of his retirement.

DIVISION III SURVIVOR'S PENSION PLAN

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

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

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

"salary" :

— for a disability which began after 31 December 1981, salary means that set out in section 82 of this Regulation as well as, where applicable, the compulsory complementary long-term salary insurance plan;

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

DIVISION IV PLANS INSURED BY THE INSURER

92. This division, with the exception of section 94, applies to a senior executive who became totally disabled after 31 March 1994.

93. In Divisions IV, V and VI, the following terms and expressions mean:

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

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

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

Cost-sharing of Compulsory Plans

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

Sectorial Committee

95. A sectorial committee shall be set up, at the request of either party, to study any specific problem dealing with the return to work and to propose appropriate solutions to the problems encountered by the college, a senior executive and the insurer, particularly in the case of a return to work which could involve using the senior executive’s services temporarily or his moving. The committee shall be composed of a representative of each of the following bodies: the Fédération des cégeps, the Association des directeurs généraux des cégeps, the Association des directrices et des directeurs des études des cégeps du Québec and the Ministry of Education, Recreation and Sports. The committee may call upon the services of resource people, where applicable.

Medical Arbitration Tribunal

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

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

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

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

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

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

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

Offer of Employment

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

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

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

Waiting Period for a Position

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

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

Termination of Employment

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

During that period, the committee may make appropriate recommendations in accordance with section 95.

DIVISION V REHABILITATION

Eligibility

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

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

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

(a) his 65th birthday ;

(b) the earlier date on which he becomes eligible for :

i. a retirement pension without actuarial reduction calculated with 35 years of service credited to his pension plan ;

ii. an actuarially reduced retirement pension the amount of which would correspond to that of a retirement pension without actuarial reduction calculated with 35 years of service credited to his pension plan.

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

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

or

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

or

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

Offer of Rehabilitative Employment

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

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

Rehabilitation During the First 104 Weeks

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

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

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

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

In this case, the senior executive shall continue to receive a benefit equal to 90% of the salary to which he would have been entitled had he been at work in his position, up to 104 weeks from the beginning of the disability and the second paragraph of section 108 shall apply.

110. Where a new total disability begins prior to the end of the first 104 weeks of the first disability but after having undergone rehabilitation, a senior executive shall be deemed to be totally disabled for the position he holds at the beginning of such new disability. However, a senior executive shall continue to receive a benefit equal to 90% of the salary to which he would have been entitled had he been at work in the position he held at the beginning of the first total disability period up to 104 weeks from the beginning of the first total disability period and the second paragraph of section 108 applies.

At the end of the first 104 weeks of the first total disability period, a senior executive whose rehabilitation occurred during rehabilitative employment shall be assigned a new classification in accordance with section 114.

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

Rehabilitation Occurring Before and After the 104th Week

111. A senior executive whose partial rehabilitation occurs after the 104th week of total disability shall benefit from the provisions of section 108 up to the end of the 104th week of disability.

From the 105th week to the end of the rehabilitation, a senior executive shall receive for the time worked the salary earned from rehabilitative employment that he would have received had he been classified in that position, provided that it not be less than the compulsory basic long-term salary insurance benefit and, for the time not worked, a salary equal to that benefit. However, the senior executive whose rehabilitation occurs in his position shall receive his salary for the time worked and a salary equal to the compulsory basic long-term salary insurance benefit for the time not worked.

Rehabilitation After the 104th Week

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

Training and Classification

113. 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.

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

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

DIVISION VI SPECIAL PROVISIONS

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

116. The senior executive who receives benefits under the compulsory basic long-term salary insurance plan may, instead of the benefits, choose to take a total preretirement leave under section 160. However, this total preretirement may not extend beyond the termination date of the benefits under this plan which would have been otherwise applicable.

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

CHAPTER IX PARENTAL RIGHTS

DIVISION I GENERAL PROVISIONS

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

For the purposes of this chapter, “spouses” means either of two persons who:

(1) are married or in a civil union and cohabiting;

(2) are of the opposite or the same sex and are living together in a conjugal relationship and are the father and mother of the same child;

(3) are of the opposite or the same sex and have been living in a conjugal relationship for one year or more.

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

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

DIVISION II MATERNITY, PATERNITY OR ADOPTION LEAVE

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

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

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

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

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

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

126. A senior executive on maternity leave who has accumulated 20 weeks of service prior to the beginning of her leave and whose application for maternity benefits under the employment insurance plan has been accepted shall receive the compensation provided for in sections 128 to 138 for the duration of her leave.

127. A senior executive excluded from receiving employment insurance benefits or declared ineligible to receive them shall also be excluded from any other compensation. However, a senior executive working full time who has accumulated 20 weeks of service prior to the beginning of her maternity leave shall receive the compensation provided for in sections 128 to 138 for a period of 12 weeks, if she is ineligible for employment insurance benefits because she did not hold an insurable position for the required number of hours during the qualifying period prescribed by the employment insurance plan.

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

129. The allowance paid during maternity leave shall include salary, less :

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

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

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

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

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

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

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

134. A college may not offset any reduction in employment insurance benefits attributable to income earned with another employer by paying an allowance to a senior executive on maternity leave.

135. Notwithstanding section 134, the college shall pay compensation if the senior executive proves, by means of a letter to this effect from the employer who pays this regular salary, that the income earned from another employer is regular salary. Where the senior executive proves that only a portion of that income is regular salary, compensation payable shall be in proportion to that portion.

136. An employer who pays the regular salary referred to in section 135 must, at the senior executive's request, provide such a letter.

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

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

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

140. A senior executive who legally adopts a child, other than his or her spouse's child, shall be entitled to a leave of absence the duration of which shall not exceed 10 consecutive weeks provided that his or her spouse, employed in the public or parapublic sector, is not also on such a leave. During the adoption leave, the senior executive shall receive compensation equal to the salary he or she would have received had he or she remained at work. This leave must be taken following the child's placement order or an equivalent procedure in the case of an international adoption in accordance with the adoption plan.

141. A senior executive who legally adopts a child, other than his or her spouse's child, and who does not benefit from the adoption leave prescribed in section 140 shall be entitled to a leave for a maximum period of two working days with pay.

142. A senior executive shall benefit, for the purposes of adopting a child, other than his or her spouse's child, from a leave without pay of a maximum duration of 10 weeks as of the date he or she assumes full legal responsibility for the child.

143. A senior executive who must travel outside Québec to adopt a child, other than his or her spouse's child, shall be entitled, for that purpose and upon written request to the college, to a leave without pay for the required travel time. Where the trip results in the senior executive obtaining actual custody of the child, the duration of the leave without pay shall not exceed 10 weeks in accordance with section 142. During the leave, the senior executive shall be entitled to the same benefits as those attached to leave without pay prescribed in this chapter.

144. The adoption leave prescribed in section 140 may take effect on the date of the beginning of the leave for adoption purposes, if its duration does not exceed 10 consecutive weeks and if the senior executive so decides in the request submitted under section 142.

145. If no child is adopted following a leave for adoption purposes for which the senior executive receives an allowance under section 140, the senior executive is deemed to have been on leave without pay and he or she shall repay the allowance to the college.

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

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

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

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

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

148. Notwithstanding section 147, where a senior executive on maternity leave receives stand-by premiums or premiums for regional disparities, the total amounts received as employment insurance benefits, compensation, stand-by premiums or premiums for regional disparities may not exceed 95% of the amount comprised of salary, stand-by premiums and premiums for regional disparities.

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

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

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

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

DIVISION III EXTENDED MATERNITY, PATERNITY OR ADOPTION LEAVE

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

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

CHAPTER X SICK-LEAVE BANKS

DIVISION I ESTABLISHMENT AND APPROVAL OF BANKS

154. The group insurance plan terminated, on 1 January 1974, the accumulation of cash-convertible and non-cash-convertible-sick-leave days in the bank of sick-leave days for staff.

155. A senior executive who assumed his position as senior executive after 1 January 1974 shall retain his credit of sick-leave days accumulated in the college or in a subsequent college.

156. A senior executive engaged by another college may choose one of the following measures :

(1) the reimbursement of all the cash-convertible sick-leave days to his credit ;

(2) the reimbursement of part of his cash-convertible sick-leave days to his credit and transfer of the remainder to the new college ;

(3) the transfer of all of his cash-convertible or non-cash-convertible sick-leave days to the new college. In such a case, the terms and conditions of reimbursement of his cash-convertible sick-leave days as well as the procedure respecting the use of his cash-convertible or non-cash-convertible sick-leave days shall be maintained when transferring such days.

157. When transferring sick-leave days, the college of origin shall forward to the new college :

(1) for cash-convertible sick-leave days, a document attesting to the number of cash-convertible sick-leave days to the senior executive's credit, the amount transferred corresponding to the value of the cash-convertible sick-leave days at the time of transfer and the terms and conditions of reimbursement ;

(2) for non-cash-convertible sick-leave days, a document attesting to the number of non-convertible sick-leave days.

DIVISION II REIMBURSEMENT OF CASH-CONVERTIBLE DAYS

158. Persons who were entitled to a bank of cash-convertible sick-leave days shall retain their right to reimbursement of those days.

159. For persons holding a position of senior staff member or senior executive on 1 January 1974, the terms and conditions of reimbursement of cash-convertible days shall be those determined by the college, by resolution or by-law adopted before 25 January 1972. For senior executives who assumed their position as senior staff member or senior executive after 1 January 1974, reimbursement shall be made in accordance with the terms and conditions applicable at the time those days were credited.

160. Where a resolution or a by-law of the college prescribes that the percentage of cash-convertibility of sick-leave days shall be related to the number of years of service, the years after 1 January 1974 shall also enter into the calculation of the percentage.

DIVISION III USE OF SICK-LEAVE DAYS

161. Cash-convertible and non-cash-convertible sick-leave days credited to a person may be used for the following purposes :

(1) to redeem previous years of service as prescribed in the pension plan provisions ;

(2) to take preretirement leave ;

(3) for any reason, as determined by by-law or resolution of the college before 25 January 1972 ;

(4) for any leave related to parental rights for the period during which a person has been granted a leave without pay;

(5) as additional vacation days, up to 10 days each year, where a person has completed 30 years of service in the employ of the college, or where he is at least 60 years of age;

(6) to be exempted, in whole or in part, from work as prescribed in a progressive retirement agreement in accordance with section 191;

(7) to take a gradual preretirement leave in accordance with Chapter XIII.

162. In the cases prescribed in paragraphs 4 and 5 of section 161, cash-convertible sick-leave days must be used in priority.

163. The monetary or time-equivalence value of cash-convertible days shall be determined proportionally to the percentage of cash-convertibility acquired at the time of use but may not be less than 50% and shall be set according to the salary of the person concerned at the time of use.

164. The monetary or time-equivalence value of non-cash-convertible days shall be determined at 50% of the number of days accumulated according to the salary of the person concerned at the time of use.

165. Subject to any provision to the contrary, where reassignment to a position of a different job category occurs, the terms and conditions respecting the use and reimbursement of sick-leave days shall be those prescribed by the rules applicable for that job category.

CHAPTER XI

DEFERRED OR ANTICIPATED SALARY LEAVE PLAN

166. The purpose of the deferred or anticipated salary leave plan hereinafter called “the plan” for the purposes of this chapter, is to allow a senior executive to stagger his salary in such a way as to be able to receive remuneration during a period of leave.

167. The plan shall include a period of work and a period of leave.

Deferred salary leave shall be that during which the period of leave occurs after the entire period of work.

Anticipated salary leave shall be that during which the period of leave occurs before a part or all of the period of work.

168. The duration of the period of leave may be two, three, four or five years.

The prescribed duration of the plan may be extended in the cases and in the manner prescribed in sections 178, 181 and 182.

169. The duration of the period of leave may be from 6 to 12 months.

170. A senior executive who wishes to avail himself of the plan shall apply therefor to the college in writing.

The application shall indicate the expected duration of the plan and the period of leave, as well as the dates considered for the beginning and the end of the period of leave and the plan.

In order to obtain a deferred or anticipated salary leave, the college must agree thereto in writing.

171. The college may not accept the application for participation in the plan of a senior executive who is disabled or on leave of absence without pay.

172. At the end of the period of leave, the senior executive shall be reinstated in his position on a full-time basis subject to the provisions of this Regulation respecting appointment, renewal of appointment and discharge. He must remain in the employ of the college for a period at least equal to his period of leave.

173. For each year of participation in the plan, a senior executive shall receive the percentage of his salary prescribed in the table below with respect to the duration of the plan and that of the leave:

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

The salary to which the percentage is applied shall be the salary the senior executive would receive were he not participating in the plan.

174. Subject to the provisions of this chapter, during the period of work, the availability and the workload of the senior executive shall be the same as those he would assume were he not participating in the plan; he shall also receive the benefits of this Regulation to which he would be entitled were he not participating in the plan.

175. For the duration of the participation in the plan, a senior executive shall continue to benefit from the group insurance plans prescribed in Chapter VIII. His contribution to the group insurance plans shall be calculated on the annual salary to which he would be entitled were he not participating in the plan and as determined in accordance with section 82. The college shall maintain its contribution on the same basis.

Subject to the preceding paragraph and the other provisions of this chapter, for the period of leave, a senior executive shall be considered on leave without pay for the purposes of applying working conditions.

176. For the calculation of a pension for the purposes of a pension plan, a senior executive shall be granted one year of service for each year of participation in the plan, as well as an average salary calculated on the basis of the salary he would have received had he not participated in the plan.

The contribution of the senior executive to a pension plan during the years of participation in the plan shall be determined by the applicable act respecting pension plans.

177. Where the senior executive ceases to be employed by the college, retires or withdraws from the plan, the plan shall terminate immediately and the following terms and conditions apply:

(1) where a senior executive has already benefited from the period of leave, he must reimburse, without interest, the amount he received during the period of leave less the amounts already deducted from his salary during the period of work that applies under section 173;

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

(3) where the period of leave is in progress, the amount payable by the senior executive or the college shall be calculated as follows: the amount received by the senior executive during the period of leave less the amounts already deducted from the salary of the senior executive during the period of work that applies under section 173. If the balance is negative, the college shall reimburse the balance to the senior executive. If it is positive, the senior executive shall reimburse the balance to the college;

(4) for the purposes of the pension plans, the rights recognized are those that would have applied had the senior executive never participated in the plan. If the period of leave has been taken, the contributions paid during that period shall be used to compensate for the contributions lacking for the years worked for the purpose of restoring the pension differences then lost; a senior executive could, however, redeem the year or years of service lost in accordance with the pension plan provisions in the public and parapublic sectors applicable to the redemption of an unpaid absence. In addition, where the period of leave has not been taken, the contributions lacking to recognize the total years worked shall be deducted from the reimbursement of salary made to the senior executive.

Where a senior executive is obliged to reimburse the college, he may make an agreement with the college on the terms and conditions for reimbursement.

178. For the duration of the plan, the total leaves without pay of a senior executive for any reason, authorized or not, shall not exceed 12 months. Where the total leaves without pay for any reason, authorized or not, exceed 12 months, the plan shall terminate on the date on which such duration reaches 12 months and the terms and conditions prescribed in subparagraphs 1, 2, 3 and 4 of section 177 then apply by making the necessary changes.

Where the total leaves without pay of a senior executive for any reason, authorized or not, are equal to or less than 12 months, the duration of the plan shall be extended for a duration equal to the total leaves.

179. Where a senior executive is appointed supplementary senior staff for the duration of the plan, the provisions of the Regulation respecting certain conditions of employment of senior staff of general and vocational colleges apply.

If, while the plan is in progress, a senior executive is employed by another employer in the public and parapublic sectors, offering a comparable plan, he may,

upon agreement with his new employer, complete the plan. Failing an agreement, the plan shall terminate and section 177 applies.

180. If a senior executive dies while the plan is in progress, the plan shall terminate on the date of the death and the terms and conditions provided in subparagraphs 1, 2, and 3 of section 177 apply. An overpayment of salary shall not be claimable and any unpaid salary shall be reimbursed.

181. Where the director becomes disabled within the meaning of section 78 while the plan is in progress, the following terms and conditions apply:

- (1) the disability occurs during the period of leave:

the disability is presumed not to have started during the period of leave and is considered as having started on the day prescribed by the plan for the return to work of the senior executive at the end of the period of leave.

He shall be entitled during his period of leave to the salary provided for in the plan. Effective from the expected date of return to work, if he is still disabled, he shall be entitled to the salary insurance benefits provided in this Regulation for as long as he is covered by the plan. Salary insurance benefits shall be based on the salary determined in the plan. If he is still disabled at the expiry of the plan, he shall receive salary insurance benefits based on the salary as determined in section 82;

- (2) the disability occurs after the period of leave:

the participation of a senior executive in the plan shall continue and the salary insurance benefits are based on the salary determined in the plan as long as the disability lasts. From the expiry of the plan, a senior executive who is still disabled shall receive salary insurance benefits based on the salary as determined in section 82;

- (3) the disability occurs and ends before the period of leave:

the participation of a senior executive in the plan shall continue and the salary insurance benefits are based on the salary determined in the plan as long as the disability lasts;

- (4) the disability occurs before the period of leave and lasts up to the date prescribed in the plan for the beginning of the period of leave:

in such case, a senior executive may choose one of the following options:

(a) continue his participation in the plan and postpone the period of leave to a time when he is no longer disabled. A senior executive shall be entitled to his salary insurance benefits based on the salary prescribed in the plan. Where the disability persists during the last year of the plan, it may then be interrupted from the beginning of the last year up to the end of the disability. During the period of interruption, the senior executive shall be entitled to the salary insurance benefits based on the salary as determined in section 82;

(b) terminate the plan and receive the unpaid amounts as well as his salary insurance benefits based on the salary as determined in section 82. The unpaid amounts shall be subject to contributions to the pension plan;

(5) the period of interruption provided for in subparagraph *a* of paragraph 4 shall be excluded from the duration of the plan;

- (6) the disability lasts for more than two years:

during the first two years, a senior executive shall be treated as previously provided. At the end of those two years, the plan shall cease and:

(a) where a senior executive has already taken his period of leave, the overpayment of salary is not claimable and there is no loss of rights in the pension plan (one full year of service shall then be credited for each full year of participation in the plan);

(b) where a senior executive has not already taken his period of leave, the unpaid salary shall be reimbursed, without interest, without being subject to a contribution for the purposes of the pension plan and any disability pension to which he is entitled under his pension plan shall become payable immediately.

182. Where a 20-week maternity leave begins before, during or after the period of leave, the participation in the plan shall be suspended for a maximum period of 20 weeks, the employment insurance then becomes the first payer and the college shall make up the difference to total 93% of the regular salary and the plan shall then be extended for not more than 20 weeks.

However, where the maternity leave occurs before the period of leave, a senior executive may terminate the plan. She shall then receive the unpaid salary, without interest, and the benefit provided for maternity leave. The amounts thus reimbursed shall be subject to contributions to the pension plan.

183. In all cases where a senior executive does not take his period of leave while the plan is in progress, the college shall pay him the total amounts of the deferred salary, starting from the first year of assessment following the termination of the plan.

CHAPTER XII PROGRESSIVE RETIREMENT

184. The progressive retirement program is intended solely for a member of RREGOP, TPP, CSSP or PPM who is a regular full-time or part-time senior executive whose work time on a yearly basis is not less than 40% of the work time of a regular full-time senior executive.

185. The purpose of the program is to enable a senior executive to reduce his work time, for a period of one to three years, so that the proportion of work time for each calendar year or parts of a calendar year during the progressive retirement is not less than 40% nor more than 80% of the work time of a regular full-time senior executive.

For the purposes of this chapter, a part of a calendar year is the part of the calendar year during which a senior executive's progressive retirement begins or ends.

186. To avail himself of the progressive retirement program, a senior executive shall ascertain from the Commission administrative des régimes de retraite et d'assurances (CARRA) that he is likely to be eligible for a pension on the date provided for the end of the agreement referred to in section 187. Any change to the dates fixed for the beginning or the end of the agreement shall be agreed to by CARRA before being made. The senior executive shall provide the college with an attestation to that effect from CARRA when applying for participation in the progressive retirement program or when requesting that changes be made therein.

187. The granting of a progressive retirement shall be subject to prior agreement with the college, which shall take the needs of the department into account. Such agreement shall specify the terms and conditions of the progressive retirement such as its duration, the percentage of work time for each calendar year or part of a calendar year referred to in the agreement, the scheduling of the work time and, where applicable, the terms and conditions for using the sick-leave days provided for in section 191.

Once an agreement has been reached with the college, the duration of the progressive retirement, the percentage of work time for each calendar year or part of a

calendar year referred to in the agreement and the scheduling of the work time may vary during the progressive retirement but shall respect at all times the other terms and conditions for applying the progressive retirement program.

188. Retirement is compulsory at the end of the agreement, subject to sections 196 and 197.

189. If at the end of the agreement the number of years or parts of a year of service credited to the senior executive is less than the number estimated by CARRA, the agreement shall be extended until the date on which the number of years or parts of a year of service credited to the senior executive corresponds to the estimate made by CARRA.

If at the end of the agreement the senior executive is not eligible for his pension, the agreement shall be extended until the date on which the senior executive becomes eligible for his pension.

190. The salary of a senior executive on the progressive retirement program shall be paid during the entire calendar year or part of a calendar year in proportion to the work time prescribed for each of the calendar years or parts of a calendar year covered by the agreement.

191. For the duration of the progressive retirement program, a senior executive may use the sick-leave days credited to him to be exempted, in whole or in part, from the work stipulated in the agreement. Such use, agreed to with the college, shall be continuous and shall immediately precede his definite and full retirement. Moreover, the terms and conditions respecting the use of such sick-leave days provided for in sections 163 and 164 apply.

192. For the duration of the agreement, the pensionable salary for the years or parts of a year covered by the agreement for the purposes of the RREGOP, TPP, CSSP or PPM shall be the salary a senior executive would have received or, for a period in respect of which salary insurance benefits apply, the salary which he would have been entitled to receive had he not availed himself of the progressive retirement program. The service credited is the service which would have been credited to him if he had not availed himself of the progressive retirement program.

193. For the duration of the agreement, a senior executive shall pay contributions to his pension plan equal to those he would have paid if he had not availed himself of the progressive retirement program.

Where a senior executive is eligible for the short-term salary insurance plan, the exemption from contributions to the pension plan is the exemption to which he would have been entitled if he had not availed himself of the progressive retirement program. Such exemption may not exceed the date fixed for the end of the agreement.

Where a senior executive is eligible for the long-term salary insurance, the insurer shall pay the contributions to the pension plan which would have been paid by the senior executive if he had not availed himself of the progressive retirement program. The insurer shall pay the contributions until the date fixed for the end of the agreement.

194. For the duration of the agreement, a senior executive shall be entitled to the coverage offered by the group insurance plans that are self-insured by the Government of Québec and insured on the basis of the time worked prior to the beginning of the agreement and to the coverage offered by the insured health and accident insurance plans on the basis of the time normally worked by a regular full-time senior executive.

Notwithstanding the preceding paragraph, a senior executive shall be entitled to a short-term salary insurance plan on the basis of the work time prescribed for each of the calendar years or parts of a calendar year covered by the agreement, excluding the sick-leave days used under section 191. The monetary benefits of such a plan shall be paid during the entire disability period without exceeding the date fixed for the end of the agreement.

195. For the duration of the progressive retirement agreement, a college shall pay its share of the premium for the insured complementary plans on the basis of the time worked by the senior executive prior to the beginning of the agreement and for the basic health and accident insurance plan on the basis of the time normally worked by a regular full-time senior executive, provided that the senior executive pays his share of the premium for the same plans.

196. Where a senior executive holds a new position with another employer whose personnel participates in the RREGOP, TPP, CSSP or PPM, the agreement shall terminate unless the new employer agrees to continue the agreement and provided that CARRA so approves.

197. If the agreement becomes null or terminates due to circumstances provided for in the preceding section or due to other circumstances 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 service credited and the contributions for the purposes of the pension plan shall be determined in each of the circumstances and in the manner prescribed by those regulations.

198. With the exception of the preceding provisions, a senior executive who avails himself of the progressive retirement program shall retain the working conditions applicable prior to the beginning of the agreement and adjusted, where applicable, proportionately to the work time provided for each of the years or parts of a year covered by the agreement. The adjustments are made in accordance with the terms and conditions respecting part-time employment.

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

CHAPTER XIII GRADUAL PRERETIREMENT

200. The gradual preretirement program is intended for any senior executive who, during the period immediately preceding his full or definite retirement, wishes to reduce his workweek by using the sick-leave days to his credit.

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

201. The granting of a gradual preretirement leave shall be subject to prior agreement with the college, which shall take the needs of the department into account. Such agreement shall specify the terms and conditions of the gradual preretirement leave, such as, its duration, the percentage and scheduling of the work time.

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

CHAPTER XIV SPECIAL PROVISIONS APPLICABLE TO DIRECTORS GENERAL

203. The provisions of this chapter prevail over the other provisions of the Regulation in the case of inconsistency.

MEASURES FACILITATING THE PERSONAL DEVELOPMENT AND MOBILITY OF DIRECTORS GENERAL IN THE EDUCATION SECTOR AND EXECUTIVE DIRECTORS IN THE HEALTH AND SOCIAL SERVICES SECTOR

DIVISION I
LEAVE WITH PAY

204. The college may grant a leave with pay for a maximum period of one year. Before granting the leave, the college shall ensure that the following requirements have been met :

(1) an executive director of an institution in the health and social services sector, a director general of a school board or a director general of a college has completed a total of not less than eight years of service, at least four of which as director general of a college ;

(2) a director general has reached an agreement with the college concerning a project pertaining to his career development, in particular, to enable him to complete a program of university studies or to enable him to become familiar with a new work environment. The agreement shall cover the terms and conditions of his return when the leave expires.

Where applicable, the period during which a director general may be designated as senior staff consultant shall be reduced by the number of months included in the leave granted under this section.

DIVISION II
SICK-LEAVE BANK

205. A senior executive who is hired as director general of a college, as executive director of an institution in the health and social services sector or as director general of a school board may select one of the following options :

(1) the reimbursement of all of the cash-convertible sick-leave days to his credit ;

(2) the reimbursement of some of the cash-convertible sick-leave days to his credit and the transfer of the remaining sick-leave days to the agency concerned ;

(3) the transfer of all of his cash-convertible or non-cash-convertible sick-leave days to the agency concerned.

206. A director general who is newly hired by a college as a senior staff member or senior executive and who comes from another college, an institution in the health and social services sector or a school board may

transfer to the college the sick-leave days to his credit. The terms and conditions respecting the reimbursement of his cash-convertible sick-leave days and the terms and conditions respecting the use of his cash-convertible or non-cash-convertible sick-leave days shall be maintained at the time of the transfer.

207. The following provisions apply at the time of the transfer of the sick-leave days :

(1) for cash-convertible days, a document shall be prepared by the college and sent to the agency concerned attesting to the number of cash-convertible sick-leave days to the director general's credit, the transferred amount corresponding to the value of the cash-convertible sick-leave days at the time of the transfer and the terms and conditions respecting the reimbursement and use of those days ;

(2) for non-cash-convertible sick-leave days, a document shall be prepared by the college and sent to the agency concerned attesting to the number of non-cash-convertible sick-leave days and the procedures for using those days.

DIVISION III
SALARY

208. A director general who has completed a 3-year term as such in a college and who, at his own request, is reassigned to an open senior staff position, shall be entitled to a lump-sum payment if the salary applicable to the new position is less than the salary he was receiving. The amount may vary and represents the difference between his former salary and his current salary. It is paid in accordance with the same procedures as those pertaining to the payment of salary.

The same provision applies to a director general who is hired as a senior staff member of a college and who comes from another college, an institution in the health and social services sector or a school board, provided he has completed a 3-year term as director general in that agency.

CHAPTER XV
APPEALS COMMITTEE

209. In case of disagreement, an Appeals Committee shall be set up.

The committee shall be composed of one representative appointed by the senior executive, one representative appointed by the college and a third member acting as chairman.

210. The appointed representatives shall select the chairman, or if they fail to agree, the first chairman of the boards of arbitration in the education sector shall act as chairman or appoint such chairman.

211. Any disagreement shall be submitted by a notice in writing to the Minister with a copy to the college.

212. No disagreement may be submitted relating to a decision by the college not to designate a senior executive as supernumerary senior staff or not to reassign him to an open position.

Moreover, the reasons supporting the nonrenewal or termination of an appointment may not constitute a disagreement.

213. The committee shall carry out its investigation in the manner it deems appropriate and shall send its recommendation to the college as soon as practicable.

214. In the case where a disagreement is submitted relating to the dismissal of a senior executive, the committee may not recommend his reinstatement in the position of senior executive.

215. The fees and expenses of the chairman shall be borne by the Minister.

CHAPTER XVI SPECIAL PROVISIONS

216. RULES FOR THE INTEGRATION INTO THE NEW CLASSIFICATION PLAN APPLICABLE ON 1 JULY 2005

(1) On 1 July 2005, the senior executive who held, on 30 June 2005, a regular senior executive position shall be integrated in accordance with the class determined in the table in the appropriate division of Schedule I of this Regulation.

(2) On 1 July 2005, the salary scale of a senior executive corresponding to the class established in paragraph 1 shall be determined in accordance with Schedule II.

(3) A senior executive's salary cannot be less than the minimum rate of his new salary scale.

(4) A senior executive's salary shall be increased by 2% without, however, exceeding the maximum rate of his new salary scale.

(5) A senior executive's salary which, on 30 June 2005, is higher than the maximum rate of his new salary scale shall be protected until such time as he is reas-

signed and section 25 of the Regulation applies, by making the necessary changes.

EVALUATION REQUESTS MADE BETWEEN 1 JULY AND 31 OCTOBER 2005

(6) A senior executive whose position was not the subject of an evaluation or was the subject of a temporary classification at the time when the new classification plan for senior executives comes into force may submit, before 31 October 2005, an evaluation request to the Minister.

(7) The Minister shall evaluate the request in accordance with section 9 of the Regulation.

(8) Any decision made by the Minister with respect to a request submitted before 31 October 2005 shall have a retroactive effect to 1 July 2005.

(9) The college shall integrate the senior executive affected by the decision by assigning him the classification determined in paragraph 7 and the corresponding salary scale in Schedule II and the preceding paragraphs 3, 4 and 5 apply.

217. FINAL PROVISIONS

(1) This Regulation replaces the Regulation respecting certain conditions of employment of senior executives of vocational and general colleges made by the minister's order dated 7 December 1989 and its amendments.

(2) This Regulation comes into force on the date of its publication in the *Gazette officielle du Québec* and has a retroactive effect to 1 July 2005.

SCHEDULE I JOB CLASSIFICATIONS OF SENIOR EXECUTIVES OF COLLEGES

DIVISION I SALARY CLASSES BY GROUPS OF COLLEGES FOR THE POSITION OF DIRECTOR GENERAL OF A COLLEGE OR A REGIONAL COLLEGE

Colleges	Class
Ahuntsic, Champlain, Chicoutimi, Dawson, Édouard-Montpetit, François-Xavier-Garneau, Jonquière, Lévis-Lauzon, Limoilou, Maisonneuve, Marie-Victorin, Rimouski, Sainte-Foy, Sherbrooke, Trois-Rivières, Vieux-Montréal	15

Colleges	Class
Abitibi-Témiscamingue, Bois-de-Boulogne, Gaspésie et des Îles, John Abbott, Lionel-Groulx, Montmorency, Outaouais, Rosemont, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Laurent, Saint-Hyacinthe, Vanier, Victoriaville	13
Alma, André-Laurendeau, Baie-Comeau, Beauce-Appalaches, Drummondville, Gérald-Godin, Granby-Haute-Yamaska, Heritage, La Pocatière, régional de Lanaudière, Matane, Région de l'Amiante, Rivière-du-Loup, Sept-Îles, Shawinigan, Sorel-Tracy, Saint-Félicien, Valleyfield	12

DIVISION II**SALARY CLASSES BY GROUPS OF COLLEGES FOR THE POSITIONS OF ACADEMIC DEAN AND DIRECTOR OF CONSTITUENT COLLEGES**

Colleges	Class
Ahuntsic, Dawson, Édouard-Montpetit, François-Xavier-Garneau, Jonquière, Limoilou, Maisonneuve, Marie-Victorin, Montmorency, Rimouski, Sainte-Foy, Sherbrooke, Trois-Rivières, Vanier, Vieux-Montréal	12
Abitibi-Témiscamingue, André-Laurendeau, Champlain, Chicoutimi, Gaspésie et des Îles, John Abbott, Collège constituant du Cégep régional de Lanaudière à Joliette, Lévis-Lauzon, Lionel-Groulx, Outaouais, Rosemont, Saint-Jean-sur-Richelieu, Saint-Jérôme, Saint-Laurent, Saint-Hyacinthe, Victoriaville	11
Alma, Collège constituant du Cégep régional de Lanaudière à l'Assomption, Baie-Comeau, Beauce-Appalaches, Bois-de-Boulogne, Drummondville, Gérald-Godin, Granby-Haute-Yamaska, Heritage, La Pocatière, Matane, Région de l'Amiante, Rivière-du-Loup, Saint-Félicien, Sept-Îles, Shawinigan, Sorel-Tracy, Valleyfield	10
Constituent college of Cégep régional de Lanaudière à Terrebonne	9

SCHEDULE II**SALARY SCALES¹ ACCORDING TO JOB CLASSIFICATIONS OF SENIOR EXECUTIVES**

Classes	Rates	
	Minimum	Maximum
17	110 396	147 195
16	104 289	139 052
13	87 920	117 227
12	83 057	110 742
11	78 462	104 616
10	74 122	98 829
9	70 022	93 362

6940

Gouvernement du Québec

T.B. 202574, 21 June 2005

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

General and vocational colleges**— Certain conditions of employment of senior staff**

Regulation respecting certain conditions of employment of senior staff of general and vocational colleges

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

WHEREAS the Minister of Education, Recreation and Sports made, on 17 June 2005, the Regulation respecting certain conditions of employment of senior staff of general and vocational colleges;

WHEREAS it is expedient to approve the Regulation;

¹ Salary scale determined according to rates in effect on 1 April 2003