

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

THE CONSEIL DU TRÉSOR DECIDES :

1. To approve the Regulation respecting certain conditions of employment of senior staff 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 staff of general and vocational colleges

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

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CHAPTER I INTERPRETATION

1. In this Regulation, unless otherwise indicated by the context:

“appointment” means the assignment entrusted to a senior staff member by a college;

“Association” means the Association des cadres des collèges du Québec;

“campus” means an administrative entity designated as such by a college, comprising instructional services, student services and other services;

“college” means a general and vocational college and a regional college within the meaning of the General and Vocational Colleges Act (R.S.Q., c. C-29);

“constituent college” means a constituent college of a regional college within the meaning of the General and Vocational Colleges Act;

“cancellation of engagement” means the discontinuation of the relationship of employment by the senior staff member or by the college during the term of the engagement;

“public and parapublic sectors”:

(1) the ministries, persons or agencies the personnel of which is named or remunerated in accordance with the Public Service Act;

(2) 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;

(3) 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 within the meaning of the Act respecting educational institutions at the university level;

(4) the agencies or enterprises and their totally owned subsidiaries which must produce an annual report which must be deposited in the National Assembly;

“engagement” means the establishment of a relationship of employment between a senior staff member and a college;

“dismissal” means the discontinuation of the relationship of employment of the senior staff member by the college at any time, in particular because of incapacity, negligence, insubordination, misconduct, immorality or incompetence;

“local committee” means the aggregate of the senior staff of a college who are members of the Association;

“Minister” means the Minister of Education, Recreation and Sports;

“Ministry” means the Ministry of Education, Recreation and Sports;

“non-renewal of engagement” means the discontinuation of the relationship of employment of the senior staff member by the college at the end of his engagement where the end is specified;

“senior staff” means a senior staff member or a manager hired by a college and covered by this Regulation, and a senior executive designated as supernumerary senior staff in accordance with the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges;

“zone” means the zone in which the college belongs as fixed in the working conditions of professional staff of colleges.

CHAPTER II GENERAL PROVISIONS AND SCOPE

DIVISION I GENERAL PROVISIONS

2. This Regulation fixes certain conditions of employment for senior staff employed by a general and vocational college.

A college may fix more advantageous conditions of employment to the extent provided in this Regulation.

3. Conditions of employment not prescribed by this Regulation shall be fixed by the college, and subject to section 2, may not have the effect of changing any of the conditions of employment described in this Regulation.

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

5. An exchange and consultation committee (CEC) shall be constituted to discuss problems of interpretation and application of this Regulation.

The committee shall be consulted before determination of or change in the conditions of employment established by the Minister.

The committee shall be composed of representatives of the Association, representatives of the Minister and representatives of the Fédération des cégeps.

DIVISION II

SCOPE

6. This Regulation applies to a regular senior staff member employed by a college and to the senior executive designated as supernumerary senior staff in accordance with the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges.

7. A person already employed by a college in another personnel category and temporarily assigned to a senior staff position shall retain his conditions of employment, except those relating to the organization of the work (timetable, vacation, overtime), which shall be those prescribed by this Regulation.

However, the provisions of Division I of this chapter and section 25 of Division III of Chapter IV apply to that person.

8. A person who is not already employed by a college and who is temporarily assigned to a senior staff position for a planned period of less than one year shall have the following provisions of this Regulation applied for the duration of the employment:

- Chapter I: Definitions (pertinent definitions)
- Chapter II: General Provisions and Scope
- Chapter III: Job Classification and Classification of Senior Staff Positions
- Chapter IV: Remuneration—section 25
- Chapter VI: Annual Vacation
- Chapter XV: Division I—Recourse Committee
- Chapter XVI: Management Policy

9. A person who is not already employed by a college and who is temporarily assigned to a senior staff position for a planned period of one year or more shall have the following provisions of this Regulation applied for the duration of the employment:

- Chapter I: Definitions
- Chapter II: General Provisions and Scope
- Chapter III: Job Classification and Classification of Senior Staff Positions
- Chapter IV: Remuneration
- Chapter VI: Annual Vacation
- Chapter VII: Group Insurance Plans
- Chapter VIII: Parental Rights
- Chapter XV: Division I—Recourse Committee
- Chapter XVI: Management Policy

CHAPTER III

JOB CLASSIFICATION AND CLASSIFICATION OF SENIOR STAFF POSITIONS

DIVISION I

DETERMINATION OF CLASSIFICATION OF SENIOR STAFF POSITIONS

10. The college shall determine the category, employment group and class of senior staff positions in accordance with Schedule I and the ministerial document entitled Plan de classification des emplois types et Guide de classement des postes de cadre pour le personnel d'encadrement des collèges d'enseignement général et professionnel.

The salary scale resulting from the classification of a senior staff position is found in Schedule II of this Regulation.

11. Where the college cannot determine the classification of a senior staff position because the principal and usual duties and responsibilities do not correspond to any of the employment groups described in the Plan de classification des emplois types et Guide de classement des postes de cadre pour le personnel d'encadrement des collèges d'enseignement général et professionnel, it shall submit the file to the Minister:

(1) the completed job analysis questionnaire for management staff selected by the Ministry for a job evaluation process using the Hay® method;

(2) the eligibility requirements.

12. Where, in the Minister's opinion, the principal and usual duties do not correspond to any of the employment groups described in the Plan de classification des emplois types et Guide de classement des postes de cadre pour le personnel d'encadrement des collèges d'enseignement général et professionnel, he shall determine the job classification and the classification of the position according to the Hay® method.

He shall determine the senior staff member's salary scale in accordance with the following salary scales:

Class	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
09	70 022	93 362
08	66 148	88 197
07	61 605	82 140
06	57 375	76 500
05	53 435	71 246
04	49 766	66 354
03	44 412	59 216
02	39 635	52 846
01	35 371	47 161

DIVISION II ANNUAL CLASSIFICATION REVIEW OF SENIOR STAFF POSITIONS

13. Each year, the college shall revise, on 1 July, the class of a senior staff position for which the employment group remains unchanged in terms of the applicable classification criteria described in the Plan de classifica-

tion des emplois types et Guide de classement des postes de cadre pour le personnel d'encadrement des collèges d'enseignement général et professionnel.

14. Where the annual classification review of a position, in accordance with section 13, results in a change in the class assigned to that position, the salary shall be adjusted in accordance with section 26 of Division IV of Chapter IV.

CHAPTER IV REMUNERATION

15. The remuneration prescribed by this Regulation is the sole remuneration that may be paid to a senior staff member.

DIVISION I CALCULATION OF SALARY

16. Salary is the remuneration to which a senior staff member is entitled in accordance with this division and with Division IV of this chapter, excluding any premium, lump-sum amount and any other amount prescribed in Division IV of Chapter VII.

17. The college shall determine a senior staff member's salary based on the class assigned to him by applying the Plan de classification des emplois types et Guide de classement des postes de cadre pour le personnel d'encadrement des collèges d'enseignement général et professionnel.

The salary scales of the various classes for senior staff positions are found in Schedule II of this Regulation.

18. For the purposes of the classification criteria, the student population shall be based on the number of students enrolled in the pedagogical plan and student forecast of the college, constituent college, campus or collegial studies centre to which is added the number of students in continuing education by dividing by 36 the number of periods-students-week (PES) associated with the credited activities in continuing education entered in the Ministry's computer system.

19. The salary of the person newly appointed to a senior staff position or assigned to another position in this capacity shall be determined according to the college's management policy.

However, the salary must be situated between the minimum and maximum rates of the applicable salary scale.

DIVISION II PREMIUMS

20. A senior staff member of a college whose salaried employees receive, in accordance with their collective agreement, a premium for regional disparities shall be entitled to such a premium under the same conditions and procedures.

Moreover, a senior staff member of the Cégep de Sept-Îles shall be entitled to a stand-by premium granted to salaried employees of that college, in accordance with their collective agreement, under the same conditions and procedures.

21. Where half or more of the regular work timetable falls between 18:00 and 24:00, a manager shall receive the evening shift premium prescribed by Schedule III for each hour actually worked.

22. Where half or more of the regular work schedule falls between 00:00 and 7:00, a manager shall receive the night shift premium prescribed by Schedule III for each hour actually worked.

23. Where the manager's regular timetable requires his presence at work for two consecutive weekends, he shall receive the weekend premium prescribed by Schedule III for each hour actually worked during the second weekend.

DIVISION III TEMPORARY ASSIGNMENT TO A SENIOR STAFF POSITION

24. The remuneration of a person employed by the college assigned temporarily to a senior staff position shall be that he would receive if he were appointed a senior staff member in that position.

Where he is temporarily assigned to a position whose maximum rate of remuneration is less than the rate he was receiving, he shall retain his rate of remuneration.

25. The remuneration of a person not already employed by the college who is temporarily assigned to a senior staff position for a planned period of less than one year shall be that he would receive if he were appointed a senior staff member in that position.

He shall receive in addition a lump-sum payment equal to 11.12% to compensate for the lack of fringe benefits.

DIVISION IV REVIEW OF REMUNERATION

§IV.1 Salary adjustment following annual classification review

26. Where the application of section 14 has the effect of changing the class of a senior staff member, the salary of a senior staff member shall be determined according to one of the following situations :

(1) the maximum rate of the scale applicable is greater than the maximum rate of the salary that was applicable to him, his salary shall be calculated by adding to the salary he was receiving an amount equal to the difference between the two rates ;

(2) the maximum rate of the scale applicable is less than the maximum rate of the scale that was applicable to him :

(a) the salary he was receiving shall be maintained if it is equal to or less than the maximum rate of the scale applicable.

(b) the salary shall be adjusted to the maximum rate of the new scale if the salary he was receiving is higher than the maximum rate of that scale.

Moreover, the senior staff member shall receive for two years a lump sum equal to the difference between the salary he was receiving and the maximum rate of the new scale. The lump sum shall be paid according to the same procedures as those for the payment of salary.

27. The change in salary mentioned in section 26 shall take effect on the date of the annual salary review.

§IV.2 Lump-sum payments related to the calculation of salary

28. Where the application of sections 10 and 12 has the effect of reducing the salary of a senior staff member, 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 payment shall be made in accordance with the procedures used for the payment of his salary.

29. Where the decision of the college, made under section 19, has the effect of reducing the salary of a senior staff member, the college shall pay him a lump

sum according to the conditions prescribed in section 28. However, if the decision results from an express request of the senior staff member or from a disciplinary measure, the college may pay him a lump sum under the conditions prescribed by the management policy.

§IV.3 Annual increment on 1 April

30. Subject to provisions to the contrary prescribed by this Regulation, the salary of a senior staff member who, on 31 March of the year in question, has not reached the maximum rate of the salary applicable to the class assigned to the position, shall be increased by 4% on the following 1 April, without, however, exceeding the maximum rate applicable to that class.

31. The senior staff member newly appointed to a position in a college for less than four months before 1 April of the year in question shall not be entitled to the increment prescribed in section 30.

32. The college is not be required to pay the increment prescribed in section 30 to a senior staff member whose performance is considered unsatisfactory.

33. Where the dates of the annual salary increment, the salary review of the classification or the calculation of the salary at the time of a movement of personnel coincide, the rules apply in that order.

§IV.4 Criteria applicable to certain senior staff members on disability leave

34. A senior staff member on disability leave during the 12 months preceding 1 April of the year in question shall be entitled to the increment prescribed in section 30 if he has been in office at least 6 months during that period.

35. Where a senior staff member returns from sick leave that began before 1 April 1994, the salary of the senior staff member 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 V ASSIGNMENT TO TWO OR MORE CONCURRENT POSITIONS

36. Where a senior staff position is vacant for a period exceeding two months, a college shall grant a premium to a senior staff member who temporarily performs, in addition to his usual duties, part or all of the responsibilities of that position. Such premium, paid as a lump sum, cannot exceed 10% of the salary to which he is entitled during such temporary assignment.

DIVISION VI PERFORMANCE BONUSES

37. On June 30 of a given year, the college may pay a lump-sum amount to a senior staff member in recompense for his performance during the year that is ending.

To this end, the college shall set aside an amount made up of 2% of the senior staff salaries on that date. Any amount not used during a given year shall be transferred to the budget of the following year to serve for the same purposes.

38. In order to pay such performance bonuses, the college must have a policy for evaluating its senior staff and use that sum of money to reward the exceptional contribution of a senior staff member whose efficiency is considered exceptional in comparison with previously indicated expectations.

Such a policy may provide that the bonus, granted from the monetary mass prescribed under section 37, may be paid to a senior staff member in the form of professional development or in any other non-monetary manner, such as vacation.

CHAPTER V MEASURES FACILITATING INTER-COLLEGE MOBILITY

39. This chapter applies to the senior staff member who, on the date preceding his engagement, was employed by the college.

DIVISION I STABILITY OF EMPLOYMENT

40. Notwithstanding section 198, Chapter XIV entitled "Stability of Employment" applies, as of the date of his engagement, to the person who so benefited in his college of origin.

DIVISION II BANK OF SICK-LEAVE DAYS

41. A senior staff member engaged by another college may choose one of the following measures :

(1) the reimbursement of all of 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.

42. 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 staff member'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-cash-convertible sick-leave days.

DIVISION III ANNUAL VACATION

43. A senior staff member hired by another college shall transfer thereto his years of service for the purposes of determining the number of days of annual vacation.

CHAPTER VI ANNUAL VACATION

44. A college shall draw up an annual vacation plan for its senior staff. The plan shall establish in particular the conditions respecting the deferral of vacation of senior staff.

45. Vacation days have no cash value. Notwithstanding, where a senior staff member finally leaves a college, it shall pay him an allowance equal to 1/260 of his basic annual salary for each day of vacation not taken.

CHAPTER VII GROUP INSURANCE PLANS

DIVISION I GENERAL PROVISIONS

46. In this chapter, unless the context indicated otherwise, the following terms and expressions mean :

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

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

“salary” : pay applicable to a senior staff member within the meaning of section 16 including :

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

(2) the lump-sum payment resulting from the application of subdivision IV.2 of Chapter IV and sections 208 and 212 of this Regulation ;

(3) a stand-by premium and a premium for regional disparities.

47. Unless there are provisions to the contrary, a senior staff member is covered by the group insurance plans of management staff in the public and parapublic sectors, subject to the rules of eligibility.

These plans are as follows :

(a) Plan insured by the college :

— a short-term salary insurance plan as defined in Division II ;

(b) Plans insured by the Government of Québec :

— a uniform life insurance plan as defined in subdivision III.1 of Division III ;

— a survivor's pension plan as defined in subdivision III.2 of Division III.

(c) Plans insured by an insurer and described in the master policy of the insurance plans and in Division IV :

— compulsory basic plans :

— a life insurance plan ;

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

— a long-term salary insurance plan.

— complementary plans :

— an optional supplemental life insurance plan ;

— a compulsory long-term salary insurance plan.

48. Subject to the specific provisions prescribed to that effect in the master policy of the plans insured by the insurer, a senior staff member who, prior to becoming a senior staff member 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 described in this chapter on the date on which he assumed his duties as a senior staff member governed by this Regulation, provided that his previous employment terminated not more than 30 days prior to the date on which he assumed his duties and that he provides the necessary proof of his former employment.

49. Subject to section 48, a senior staff member holding a full-time position or a position for 70% or more of the full-time equivalent shall be eligible for the insurance plans described in this chapter, upon the expiry of a one-month period from the date on which he assumed his duties, provided that he is working at that time. If he is not working on that date, he shall be eligible for those plans on the date of his return to work.

50. Subject to section 48, a senior staff member holding a position for more than 25% but less than 70% of the full-time equivalent shall be eligible for the insurance plans described in this chapter upon the expiry of a three-month period from the date on which he assumed his duties, provided he is working at that time. If he is not working on that date, he shall be eligible for those plans on the date of his return to work.

51. A senior staff member holding a position for 25% or less of the full-time equivalent shall not be eligible for the insurance plans.

52. Upon his request, a senior staff member 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 staff position for at least two years, the group insurance plans described in this chapter.

Upon his request, a senior staff member 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 staff position for at least two years, the group insurance plans described in this chapter.

53. Where a senior staff member is on a leave without pay or a partial leave without pay of less than 30 days, a senior staff member shall continue to participate in the insurance plans and shall pay the contribution that he would pay if he were working.

Where the duration of a leave without pay (other than a partial leave without pay) is 30 days or more or, in the case of an unpaid absence, a senior staff member shall continue to participate in the uniform life insurance plan. Moreover, a senior staff member must continue to participate in the compulsory basic health and accident insurance plan by paying his contribution and that of the employer for this plan and he may, if he so requests the college, prior to the date on which his leave or absence begins, continue to participate in all of the insured plans that he held prior to the beginning of the leave or absence according to the provisions prescribed in the master policy.

During a partial leave without pay of over 30 days, a senior staff member shall continue to participate in the insurance plans on the basis of the time worked. However, a senior staff member who continues to participate in those plans on the basis of the time normally worked prior to the beginning of the partial leave without pay shall also assume both his contribution and that of the employer for those plans on the basis of the time not worked, excluding the employer's contribution to the compulsory basic health and accident insurance plan which continues to be assumed by the latter.

A senior staff member who continues to participate in all of the insured plans that he had prior to the leave or absence without pay shall also continue to participate in the survivor's pension plan according to the provisions prescribed in the said plan.

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

55. The college cannot terminate the relationship of employment of a senior staff member whose disability began after 31 March 1994 and who receives benefits under the short-term or long-term salary insurance plan for the sole reason of his being totally disabled.

DIVISION II

PLAN INSURED BY THE COLLEGE

Short-term Salary Insurance Plan

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

Benefits

57. During the first week of total disability, a senior staff member shall receive the salary to which he would have been entitled had he been working.

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

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

Total disability and period of total disability

60. For the purposes of the short-term salary insurance plan, total disability is a state of incapacity resulting from an illness, an accident, serious complications of a pregnancy or a surgical procedure directly related to family planning necessitating medical care and rendering the senior staff member totally incapable of performing the usual duties of his position or of any other position providing similar remuneration offered by the college.

For the purposes of the short-term salary insurance plan, a period of total disability is a continuous period of total disability or a 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 staff member's regular position. The computation of the 15-day period of actual work shall not take into account vacation, paid legal holidays, leaves without pay, leaves related to parental rights or any other absence, whether remunerated or not.

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

Gradual return

61. Where the college so authorizes, a senior staff member receiving salary insurance benefits may benefit from a period of gradual return to work provided that, during that period, he performs the duties related to the position that he held before the beginning of his total disability or any other position providing similar remuneration offered by the college.

As a general rule, this period may not exceed six consecutive months and must not have the effect of extending the period of total disability beyond the 104 weeks of short-term salary insurance benefits.

During that period, a senior staff member shall receive the salary for the work done and the salary insurance benefits calculated in proportion to the time not worked. He shall be deemed to be in total disability during that period, while continuing to be subject to his salary insurance plan.

Exemption of payment of contributions

62. A disabled senior staff member shall continue to participate in the insurance plans and in the pension plan to which he is subject.

However, as of the second week of total disability, a senior staff member who receives benefits under the salary insurance plan shall be exempted from the payment of contributions to the complementary insured plans prescribed in the master policy and to the pension plan to which he is subject, if the plan so provides.

During that period, a senior staff member's contribution for the compulsory basic insured plans, including the contribution of both the senior staff member and the college, shall be borne by the college.

Coordination of disability benefits

63. A senior staff member who receives a disability benefit from a public agency, under a law in force in Québec, must inform his college without delay.

In such case, the salary or the short-term salary insurance benefit paid in application of sections 57, 58 and 59 shall be reduced by any disability benefit paid under the said law, without considering subsequent increases resulting from indexation.

Payment of benefits and medical expertise

64. A senior staff member who receives a salary or benefits under the short-term salary insurance plan prescribed in this division shall provide the information as well as the supporting documents required by the college or its representative (the insurer or a firm of medical experts) for the purposes of verifying whether he complies with the definition of total disability in order to determine the cause and the duration and whether he agrees to undergo, at the college's expense, a medical examination by the physician chosen by the college.

A senior staff member shall also authorize the college or its representative to disclose such information and to provide the supporting documents for the purposes of assessing the possibilities of offering him a position according to the provisions prescribed in this chapter.

65. Upon the senior staff member's return to work, the college may require him to undergo a medical examination by a physician chosen by the college for the purpose of determining that he has sufficiently recovered to resume work. The cost of such medical examination shall be borne by the college.

Where the opinion of the physician chosen by the college is contrary to that of the physician consulted by the senior staff member, the two physicians, shall agree on the choice of a third physician whose decision shall be final.

Industrial accidents

66. The senior staff member who is incapable of performing his duties following an industrial accident or an occupational disease that occurred while he was employed by the college shall be entitled to receive, for the period he is paid an income replacement indemnity, an amount equal to the difference between the income replacement indemnity prescribed by the Act respecting industrial accidents and occupational diseases and his net salary. This amount in addition to the income replacement indemnity shall be brought to a taxable gross amount and must not have the effect of increasing the net salary to which the senior staff member would have been entitled during that period.

This amount in addition to the income replacement indemnity shall be paid during a maximum continuous period of two years, but shall cease to be paid when the senior staff member is no longer eligible, under the provisions of the Act respecting industrial accidents and occupational diseases for the income replacement indemnity.

The net salary of the senior staff member is his gross salary reduced by the federal and provincial income tax, the contribution of the representative association and his contributions to the Québec pension plan, the employment insurance plan, the pension plan and the insurance plans.

End of participation

67. Unless there are provisions to the contrary, a senior staff member's participation 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 governed by this chapter ;

(2) the date on which his total preretirement leave prescribed in sections 152 and 219 begins ;

(3) the date on which the senior staff member begins to use sick-leave days so that he may be exempted totally from performing the duties prescribed by the progressive retirement agreement and which immediately precedes his retirement ;

(4) the date of his retirement.

DIVISION III PLANS INSURED BY THE GOVERNMENT OF QUÉBEC

§III.1 Uniform life insurance plan

68. A senior staff member 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 staff member holding a position of less than 70% of the full-time equivalent.

Where a senior staff member holds more than one senior staff position with 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 staff member holding a full-time senior staff position.

69. A senior staff member's participation in the uniform life insurance plan shall terminate on the earlier of the following dates :

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

(2) the date of his retirement.

§III.2 Survivor's pension plan

70. The provisions of the Directive concernant le régime de rentes de survivants, adopted by the Treasury Board, shall apply to a senior staff member, subject to the following provisions :

(1) the words "civil servant" and "pay" are replaced respectively by the words "senior staff member" and "salary" ;

(2) section 25 of the directive is replaced by section 248 of this Regulation ;

(3) 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 46 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 staff member’s annual salary.

DIVISION IV PLANS INSURED BY THE INSURER

71. The provisions of this division, with the exception of section 73, apply to a senior staff member who became totally disabled after 31 March 1994.

72. For the purposes of Divisions IV and V, the following terms and expressions mean:

“employment” or “rehabilitative employment”: employment for which a senior staff member is reasonably qualified according to his education, training and experience; such employment may be a senior staff position or equivalent employment to that held prior to his appointment as a senior staff member, a teaching, a professional or, for managerial personnel, a support staff position;

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

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

Cost sharing of compulsory basic plans

73. 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

74. A sectorial committee shall be set up, at the request of either party, to analyze any problem dealing with the return to work and to propose appropriate solu-

tions to the problems encountered by the college, the senior staff member and the insurer, particularly in the case of a return to work which could involve the temporary use of the senior staff member’s services or his moving. This committee shall be composed of a representative from each of the following bodies: the Fédération des cégeps, the Association and the Minister. The committee may call upon resource people, as needed.

Medical Arbitration Tribunal

75. Where the college is advised by the insurer that a senior staff member no longer complies or does not comply 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 staff member complies with the definition of total disability in accordance with the medical arbitration agreement concluded with the insurer and provided that the senior staff member 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 staff member undergo a medical examination.

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

76. The college shall pay a senior staff member a salary equal to the benefit 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 staff member was party to the medical arbitration agreement concluded with the insurer;

(2) the disagreement between the college and the insurer or between the senior staff member and the insurer was validly submitted to the tribunal for a final decision in accordance with the medical arbitration agreement concluded with the insurer.

77. Where the Medical Arbitration Tribunal confirms that the senior staff member does not comply with the definition of total disability, the contributions of both the college and the senior staff member 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 by the insurer came into effect and the senior staff member 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 staff member submits the disagreement to the tribunal, he must reimburse the college for the salary paid to him between the date of the suspension or the coming into effect of the refusal of payment of the benefit by the insurer and the tribunal's decision.

Where the Medical Arbitration Tribunal confirms the senior staff member'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 for the amounts paid to the senior staff member. The college shall reimburse the senior staff member, where applicable, for the arbitration and medical examination costs assumed.

Offer of employment

78. Where the college concurs with the insurer's decision to the effect that a senior staff member does not comply with the definition of total disability, it shall offer him a position in writing. Where the senior staff member also concurs with the decision, the provisions prescribed for the waiting period for a position or acceptance of a position shall then apply. The same shall apply in the case where the Medical Arbitration Tribunal confirms that a senior staff member does not comply with the definition of total disability.

79. A senior staff member who accepts the position offered by the college under the provisions of this division shall receive the classification corresponding to the position. The salary determined at the time of the assignment of the new class due to disability cannot exceed the maximum of the salary scale of the position and the provisions prescribed in subdivision IV.2 of Chapter IV shall not apply.

Contributions of both the senior staff member and the college to the insurance and pension plans shall be determined on the basis of the new salary.

Waiting period for a position

80. Where the college and a senior staff member agree with the insurer's decision according to which the senior staff member does not comply with the definition of total disability or, as of the date of the Medical Arbitration Tribunal's decision to that effect, the senior staff member shall receive a salary, during the waiting period for a position, equal to the benefit and the contributions of both the senior staff member and the college

to the pension and insurance plans shall be determined on the basis of that salary. The college may use the senior staff member's services temporarily during that period.

81. The salary paid to a senior staff member equal to the benefit resulting from the application of the provisions of this division cannot extend beyond the date on which the benefit prescribed in the master policy ends.

Termination of employment

82. A senior staff member who does not comply with the definition of total disability after the first 104 weeks from the beginning of the total disability cannot refuse, at the risk of dismissal, a position offered to him in a college in his zone, 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 the position must not be less than that held by the senior staff member at the beginning of the total disability. Before proceeding with the dismissal, the college shall forward a fifteen-working day written notice to the senior staff member and shall forward a copy thereof to the sectorial committee.

During that period, the sectorial committee may make appropriate recommendations in accordance with section 74.

DIVISION V REHABILITATION

Eligibility

83. A senior staff member shall be eligible for the rehabilitation prescribed in the master policy if he meets the following eligibility criteria:

(1) total disability began after 31 March 1994 and the senior staff member 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; or

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.

84. However, a senior staff member shall not be eligible for rehabilitation in the following circumstances:

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

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

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

Offer of rehabilitative employment

85. The senior staff member 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 such employment must not be less than that the senior staff member held at the beginning of the total disability.

86. The period during which a senior staff member holds, on a trial basis, rehabilitative employment, cannot have the effect of extending the period of total disability beyond the 104 weeks of short-term salary insurance benefits.

Rehabilitation occurs during the first 104 weeks

87. A senior staff member whose rehabilitation occurs during the first 104 weeks of disability shall be deemed 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 working in his position 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.

This benefit shall be subject to the provisions relating to the exemption from the payment of contributions to the insurance and pension plans as well as to the provisions concerning the coordination of the benefit according to the terms and conditions prescribed in Division II.

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

88. Although he is already considered on a total disability leave, a senior staff member who is again absent from work due to total disability resulting from the same illness or accident, prior to the end of the first 104 weeks of disability but after having completed rehabilitation, shall be considered as suffering from a relapse of the same disability.

In such a case, the senior staff member shall continue to receive a benefit equal to 90% of the salary to which he would have been entitled had he been at work in his position up to 104 weeks from the beginning of the disability and the provision contained in the second paragraph of section 87 shall apply.

89. Where a new total disability begins prior to the end of the first 104 weeks of the first disability but after having completed rehabilitation, the senior staff member shall be considered as totally disabled for the position he holds at the beginning of this new disability. However, the senior staff member shall continue to receive a benefit equal to 90% of the salary to which he would have been entitled had he been at work in the position he held at the beginning of the first disability up to 104 weeks from the beginning of the first total disability, and the provision contained in the second paragraph of section 87 shall apply.

At the end of the first 104 weeks of the first total disability, the senior staff member whose rehabilitation occurred during rehabilitative employment shall be assigned a new classification in accordance with section 93.

As of the date of the new classification, the provisions of Division II shall apply, up to 104 weeks from the beginning of such new disability, to the salary determined at the time when the new classification is assigned.

Rehabilitation occurring before and after the 104th week

90. However, a senior staff member whose partial rehabilitation occurs after the 104th week of total disability shall benefit from the provisions prescribed in section 87 up to the end of the 104th week of disability.

From the 105th week to the end of the rehabilitation, a senior staff member shall receive, for the time worked, the salary earned from rehabilitative employment that he would have received had he been assigned the classification of such employment, provided that it not be less than the compulsory basic long-term salary insurance benefit and, for the time not worked, a salary equal to that benefit. However, a senior staff member 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

91. A senior staff member whose total rehabilitation occurs after the 104th week of total disability shall receive, for the time worked, the salary of the rehabilitative employment that he would have received had he been assigned the classification of such employment, without it being less than the compulsory basic long-term salary insurance benefit.

Training and classification

92. The period of training or professional development of the senior staff member prescribed in the rehabilitation program approved by the insurer shall be considered as time worked.

93. A senior staff member 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 the provisions of subdivision IV.2 of Chapter IV do not apply.

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

DIVISION VI SPECIAL PROVISIONS

94. A senior staff member whose total disability began after 31 March 1994 and who returns to work may avail himself of the provisions of the compulsory complementary long-term salary insurance plan if he meets the conditions prescribed in the master policy. That plan provides for a benefit in addition to the salary.

95. A senior staff member who receives a benefit under the compulsory basic long-term salary insurance plan may choose to take, in lieu of that benefit, a total preretirement leave in application of section 152, but such total preretirement cannot exceed the date on which the benefit that would have otherwise been applicable to him under that plan ends.

96. The provisions dealing with the definition of total disability, the definition of period of total disability and the benefits, applicable to a senior staff member on disability on 31 March 1994, shall continue to apply to the said senior staff member.

CHAPTER VIII PARENTAL RIGHTS

DIVISION I GENERAL PROVISIONS

97. 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.

98. This chapter may not have the effect of giving a senior staff member a monetary or non-monetary benefit which he or she would not have had if he or she had remained at work.

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

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

101. The college shall not reimburse a senior staff member for the sums that could be required of her by Human Resources Development Canada (HRDC) under the Act respecting employment insurance.

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

DIVISION II MATERNITY LEAVE

103. The maximum duration of a maternity leave is 20 weeks which, subject to section 108, must be consecutive and include the day of delivery.

104. A senior staff member who becomes pregnant while on leave without pay or a partial leave without pay referred to in this chapter shall also be entitled to such maternity leave and to the benefits attached thereto.

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

106. Should a senior staff member'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 staff member.

107. The distribution of the maternity leave, before and after the birth, shall be decided by the senior staff member and shall include the day of the birth.

108. Where a senior staff member is sufficiently recovered from her delivery and her child is not able to leave the health establishment, she may suspend her maternity leave by returning to work.

A senior staff member whose child is hospitalized within 15 days of birth is also entitled to the same privileges.

109. Maternity leave may be interrupted only once and shall resume when the child is brought home. When a senior staff member 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.

110. If the birth occurs after the due date, a senior staff member shall be entitled to extend her maternity leave for the length of time the birth is overdue, except if she still has two weeks of maternity leave left after the birth.

Furthermore, a senior staff member may extend her maternity leave by six weeks if her child was hospitalized during her maternity leave or her child's health requires that she do so.

During those extensions, a senior staff member shall not receive any benefit or salary. However, she shall be entitled to the benefits prescribed in section 143 provided she is entitled to them.

111. The maternity leave may be less than 20 weeks. If the senior staff member returns to work two weeks after the birth, she shall produce, at the college's request, a medical certificate attesting that she has sufficiently recovered to resume work.

112. The college must send to the senior staff member, 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 staff member 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 V.

113. To obtain a maternity leave, a senior staff member must notify the college at least three weeks prior to the date of departure. Such notice must be accompanied by a medical certificate attesting to the pregnancy and the due date.

Less than three weeks' notice may be given if a medical certificate attests that the senior staff member must leave her job sooner than expected. In case of an unforeseen event, a senior staff member shall be exempted from the formality of the notice provided that she give the college a medical certificate stating that she had to leave her job immediately.

§II.1 Cases eligible for employment insurance

114. A senior staff member who has accumulated 20 weeks of service and who, following the submission of an application for benefits under the employment insurance plan, receives such benefits, shall be entitled, during her maternity leave to receive:

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

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

The supplementary allowance shall be calculated on the basis of the employment insurance benefits that a senior staff member is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the employment insurance plan.

The maternity leave allocation paid by the Government of Québec shall be deducted from the benefits to be paid under this subdivision.

However, in the case of the senior staff member who works for more than one employer, she shall receive a supplementary allowance equal to the difference between 93% of her basic weekly salary paid by the college and the percentage of the employment insurance benefits corresponding to the proportion of basic weekly salary it pays her in relation to the total basic weekly salaries paid by all the employers. To this end, the senior staff member shall provide each of her employers with a statement of the weekly salaries paid by each of them and the amount of the benefits paid by Human Resources Development Canada.

Where the number of weeks of employment insurance benefits is reduced by Human Resources Development Canada, where applicable, a senior staff member shall continue to receive the supplementary allowance without taking into account such reduction by Human Resources Development Canada as if she had received employment insurance benefits during that period;

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

115. An absent senior staff member shall accumulate service if her absence is authorized, particularly for total disability, and includes benefits or remuneration.

116. For the purposes of this division, basic weekly salary means the senior staff member's regular salary distributed on a weekly basis.

117. No benefit may be paid during a period of vacation for which the senior staff member is paid.

118. The college may not offset a reduction in employment insurance benefits attributable to income earned with another employer by paying an allowance to a senior staff member on maternity leave.

119. Notwithstanding section 118, the college shall pay compensation if a senior staff member 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 staff member proves that only a portion of that income is regular salary, compensation payable shall be in proportion to that portion.

120. An employer paying the regular salary as determined in section 119 must, at a senior staff member's request, provide such a letter.

121. The total amounts received by the senior staff member during her maternity leave in employment insurance benefits, compensation and salary may not exceed 93% of the salary paid by her employer or, where applicable, by her employers.

122. Compensation owing for the first two weeks shall be paid by the college within the two weeks following the beginning of the leave; compensation due after that date shall be paid at two-week intervals. In the case of a senior staff member eligible for employment insurance benefits, the first instalment shall only be payable 15 days after the college obtains proof that she is receiving employment insurance benefits. For the implementation of this section, a statement of benefits, a stub or a computerized information statement provided by Human Resources Development Canada to the college shall be accepted as proof.

123. 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).

Furthermore, the requirement of 20 weeks of service under sections 114 and 125 is deemed to have been satisfied if the senior staff member has satisfied this requirement as an employee of any of the employers mentioned in the first paragraph.

124. A senior staff member may defer a maximum of four weeks' annual vacation if it falls within her maternity leave and if she notifies the college in writing of the date of such deferral no later than four weeks before the termination of the said maternity leave.

§II.2 Cases not eligible for employment insurance

125. A senior staff member excluded from employment insurance benefits or declared ineligible shall also be excluded from any other compensation. However, a full-time senior staff member who has accumulated 20 weeks of service shall also be entitled, for 12 weeks, to a compensation equal to 93% of her basic weekly salary in accordance with this division if she is ineligible for employment insurance benefits because she did not hold an insurable job for the required number of work hours during the qualifying period prescribed by the employment insurance plan.

DIVISION III PATERNITY LEAVE

126. A senior staff member 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.

DIVISION IV ADOPTION LEAVE AND LEAVE WITHOUT PAY FOR ADOPTION PURPOSES

127. A senior staff member who legally adopts a child, other than his or her spouse's child, shall benefit from a leave for a maximum duration of 10 consecutive weeks, provided that his or her spouse not also be on such a leave. This leave must be taken following the child's placement order or an equivalent procedure in the case of an international adoption in accordance with the adoption plan or at another time agreed to with the college.

128. For every week of the leave mentioned in section 127, a senior staff member shall receive an allowance equal to the salary he or she would have received had he or she been at work.

129. A senior staff member who legally adopts a child and who does not benefit from the adoption leave mentioned in section 127 shall be entitled to a leave for a maximum period of five working days, of which only the first two shall be remunerated.

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

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

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

131. A senior staff member who travels outside of Québec in order to adopt a child shall obtain, for that purpose and upon written request to the college four weeks in advance where possible, a leave without pay

for the required travel time. Where the trip results in obtaining actual custody of the child, the duration of the leave without pay shall not exceed 10 weeks in accordance with section 130. During such a leave, the senior staff member shall be entitled to the same benefits as those attached to leave without pay prescribed in this chapter.

132. Sections 127 and 131 shall not apply to a senior staff member who adopts his or her spouse's child.

133. The adoption leave prescribed in section 127 may take effect on the date on which the leave without pay for adoption purposes begins, where the duration of the latter shall not exceed a consecutive period of 10 weeks and where the senior staff member so decides upon making the request provided for in section 130.

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

However, if no child is adopted following a leave for adoption purposes for which the senior staff member received an allowance under section 128, the senior staff member shall be deemed to have been on leave without pay and he or she shall repay the allowance to the college according to the terms and conditions to be agreed between the college and the senior staff member concerned. However, the senior staff member shall repay the allowance within one year.

DIVISION V LEAVES WITHOUT PAY

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

A senior staff member who wishes to terminate such leave during the first 52 weeks must submit a written notice to this effect at least 21 days prior to his or her return.

A senior staff member who does not avail himself or herself of the leave without pay may, for the portion of the leave that his or her spouse has not used, benefit from a leave without pay.

135. A senior staff member who does not avail himself or herself of the leave mentioned in section 134 may benefit, after the birth or adoption of a child, from a leave without pay for a maximum period of 52 continuous weeks which begins at the time the senior staff member chooses and ends no later than 70 weeks after the birth

or, in the case of adoption, 70 weeks after he or she assumes full legal responsibility for the child. However, this paragraph does not apply to the senior staff member who adopts his or her spouse's child.

A senior staff member who wishes to terminate his or her leave before the anticipated date must submit a written notice to this effect at least 21 days prior to his or her return.

136. A leave without pay or a partial leave without pay for a maximum period of one year shall be granted to the senior staff member whose minor child experiences socioemotional problems or whose minor child is handicapped or suffers from a chronic illness requiring his or her care.

137. A senior staff member may be absent from work for a maximum of six days per year to take care of his or her minor child or his or her spouse's minor child, in cases where his or her presence is expressly required, to fulfill obligations relating to the health, safety or education of the child. The days thus used shall be deducted from the senior staff member's bank of sick-leave days and, failing that, the days of absence shall be without pay.

138. The college and a senior staff member must agree, in advance, on the terms and conditions of the leave without pay.

Notwithstanding the first paragraph, upon the senior staff member's return from a maximum 12-week leave without pay, he or she shall be reinstated in the duties that he or she would have had had he or she been at work, subject to the provisions of Chapter XIV of this Regulation.

DIVISION VI OTHER SPECIAL LEAVES AND PREVENTIVE REASSIGNMENT

139. A senior staff member shall be entitled to a special leave in the following cases:

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

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

(3) for medical examinations related to the pregnancy carried out by a health professional and attested to by a medical certificate.

140. As regards the examinations referred to in paragraph 3 of section 139, a senior staff member shall benefit from a special leave with pay for a maximum duration of four days which may be taken in half-days.

141. During the special leaves obtained under this division, a senior staff member shall be entitled to the benefits prescribed in sections 143 and 145.

Notwithstanding paragraph 1 of section 143, a senior staff member covered by section 139 may also avail herself of the benefits under the salary insurance plan. However, in the case of paragraph 3 of section 139, a senior staff member must first have used up the four days prescribed in section 140 before benefiting from the basic salary insurance plan.

142. A senior staff member who benefits from preventive reassignment by virtue of the Act respecting industrial accidents and occupational diseases shall avail herself of the benefits prescribed in sections 124 and 143 insofar as she is normally entitled to them and may subsequently avail herself of the provision prescribed in section 145.

DIVISION VII OTHER PROVISIONS

143. During a maternity leave and the extensions prescribed in section 110 or a 10-week adoption leave, a senior staff member shall avail himself or herself of the following benefits, insofar as he or she is normally entitled to them:

(1) insurance plans excluding salary insurance benefits. However, in the case of a maternity leave, a senior staff member shall be exempted from the payment of premiums to the insurance plans as prescribed in the provisions of the master policy;

(2) accumulation of vacation;

(3) accumulation of experience and continuous service for stability of employment purposes.

The maternity leave benefits applicable cannot exceed 93% of the basic weekly salary.

144. During a leave without pay in accordance with this chapter, the insurance plans shall apply to a senior staff member according to the provisions of section 53.

145. When a senior staff member returns from a maternity leave, a paternity leave, an adoption leave or a leave without pay for adoption purposes, he or she shall be reinstated in the position he or she would have had had he or she been at work, subject to the provisions of Chapter XIV of this Regulation.

146. The college and a senior staff member shall agree, in advance, on the terms and conditions of a leave without pay for adoption purposes, a maternity leave, a paternity leave or an adoption leave.

CHAPTER IX SICK-LEAVE BANKS

147. The group insurance plans described in Chapter VII terminated on 1 January 1974 the accumulation of cash-convertible or non-cash-convertible sick-leave days in the sick-leave bank of the senior staff of a college.

148. A senior staff member who took up his duties after 1 January 1974 in that position shall keep the credit for his sick-leave days accumulated in the college or in the college to which that college succeeded.

DIVISION I REIMBURSEMENT OF CASH-CONVERTIBLE DAYS

149. A senior staff member who has to his credit a bank of cash-convertible sick-leave days shall keep his entitlement to reimbursement of those days.

150. For a senior staff member on duty in a senior staff position on 1 January 1974, the conditions and procedures for reimbursement of cash-convertible days shall be those drawn up by the college, by resolution or by-law adopted before 25 January 1972. For a senior staff member taking up his duties after 1 January 1974, reimbursement shall be made in accordance with the conditions and procedures applicable at the time when those days were credited.

151. Where the resolution or by-law of the college provides that the percentage of cash-convertibility of sick-leave days shall be in terms of years of service, the years after 1 January 1974 shall also be used in calculating the percentage.

DIVISION II USE OF SICK-LEAVE DAYS

152. Cash-convertible and non-cash-convertible sick-leave days to the credit of a senior staff member may be used for the following purposes :

(1) to pay the cost of redemption of years of prior service as prescribed by the pension plans provisions ;

(2) to take preretirement leave ;

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

(4) for any leave related to parental rights for the period during which the person obtains leave without pay ;

(5) as additional days of vacation of up to 10 days per year, when the senior staff member has completed 30 years of service in the employ of the college, or when he is at least 60 years old ;

(6) to be exempted, in whole or in part, from work as prescribed in a progressive retirement agreement in accordance with section 185 ;

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

153. In the cases described in paragraphs 4 and 5 of section 152, cash-convertible sick-leave days must be used first.

154. The value of the cash-convertible days in time or in money shall be determined proportionately to the percentage of cash-convertibility acquired at the time of use, without ever being less than 50%, in accordance with the salary of the senior staff member at the time of use.

155. The value of the non-cash-convertible days in time or in money shall be fixed at 50% of the number of days accumulated, in accordance with the salary of the senior staff member at the time of use.

156. Unless otherwise provided, at the time of a reassignment to a position in another category of personnel, the conditions and procedures for use or for reimbursement of sick leave shall be those prescribed by the rules applicable to such category of personnel.

CHAPTER X DEFERRED OR ANTICIPATED SALARY LEAVE PLAN

157. The deferred or anticipated salary plan, called "the plan" for the purposes of this chapter, is intended to enable a senior staff member who is not designated as supernumerary senior staff to spread his salary so as to benefit from remuneration during a period of leave.

However, the purpose of the plan is not to enable a senior staff member to defer income tax or to receive benefits upon his retirement.

158. The plan comprises a period of work and a period of leave.

The leave with deferred salary shall be that in which the period of leave follows the entire period of work.

The leave with anticipated salary is that in which the period of leave precedes part or the whole of the period of work.

159. The duration of the plan may be two, three, four or five years.

The projected duration of the plan may be extended in the cases and in the manner set forth in sections 172, 175 and 176. Nevertheless, the leave must begin no later than the expiry of a maximum period of six years from the date on which the amounts begin to be deferred.

160. The duration of the period of leave may be from six to twelve months. Notwithstanding any provision to the contrary, the leave cannot be interrupted under any circumstances whatsoever.

161. A senior staff member wishing to avail himself of the plan must apply to the college in writing.

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

Consent in writing must be obtained from the college for leave with deferred or anticipated salary.

162. A college may not accept an application for participation in the plan from a senior staff member who is disabled, on leave without pay or designated as supernumerary senior staff.

163. At the end of the period of leave or at the end of the leave prescribed in this Regulation that follows the period of leave, a senior staff member shall return to work on a full-time basis subject to the provisions of the regulation respecting engagement and stability of employment. A senior staff member must remain in the employ of the college for a duration at least equivalent to the duration of his period of leave.

164. During each of the years of participation in the plan, the senior staff member shall receive the percentage of his salary prescribed by the table below in relation to the duration of the plan and the duration of the leave :

Duration of participation in plan				
Duration of leave	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 that the senior staff member would receive if he did not participate in the plan.

During the leave, a senior staff member may not receive any remuneration from the college or from another person or company with which the college has ties within the requirements of tax legislation other than the amount corresponding to the percentage of his salary for the duration of the leave.

165. Subject to the provisions of this chapter, during the period of work, the availability and work load of the senior staff member shall be the same as those he would have assumed if he had not participated in the plan ; in addition, he shall be entitled to the benefits of this Regulation to which he would be entitled if he did not participate in the plan.

166. Subject to the other provisions of this chapter, during the leave, a senior staff member shall be deemed to be on a leave without pay for the purposes of applying the working conditions.

167. Subject to the provisions concerning the short-term salary insurance plan, a senior staff member shall continue to benefit, for the duration of his participation in the plan, from the insurance plans on the basis of the time normally worked prior to the beginning of the plan.

Contributions of the college and of the senior staff member shall be maintained on the basis of the time normally worked prior to the beginning of the plan.

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

(1) a senior staff member who becomes totally disabled during the leave with deferred or anticipated salary cannot, during the leave, benefit from the short-term salary insurance plan.

Where a senior staff member continues to be totally disabled at the end of the leave, he shall benefit from the short-term salary insurance plan as of the date foreseen for the return to work on the basis of the percentage of salary of the plan for the remainder of the plan. Disability shall then be considered as beginning on the date foreseen for the senior staff member's return to work;

(2) a senior staff member who becomes totally disabled during the plan, but after having taken his leave with deferred to anticipated salary, shall benefit from the short-term salary insurance plan on the basis of the percentage of salary of the plan;

(3) a senior staff member who becomes totally disabled prior to the leave with deferred or anticipated salary and whose disability continues until the date on which the leave with deferred or anticipated salary is scheduled may choose one of the following options:

(a) either continue to participate in the plan and postpone the period of leave with deferred or anticipated salary to a time when he is no longer disabled.

If the total disability continues during the last year of the plan, it may be interrupted from the scheduled beginning of the leave with deferred or anticipated salary to the end of the total disability. During that period, a senior staff member shall be entitled to short-term salary insurance benefits and the leave with deferred salary may begin on the date on which the total disability ceases;

(b) or terminate the plan and receive the unpaid salary, without interest, for the elapsed period of the leave.

169. Where the total disability continues after 104 weeks, the plan shall terminate and the following provisions shall apply:

(1) if a senior staff member has already benefited from the leave with deferred or anticipated salary, an overpayment of salary shall not be claimable;

(2) if a senior staff member has not yet benefited from the leave with deferred or anticipated salary, he shall receive the unpaid salary, without interest, for the elapsed period of the plan.

A senior staff member shall then benefit from the compulsory basic long-term salary insurance plan.

170. For the calculation of a pension for the purposes of a pension plan, the senior staff member shall be attributed a year of service for each year of participation in the plan, and an average salary calculated on the basis of the salary he would have received if he had not participated in the plan.

The contribution of the senior staff member to a pension plan during the years of participation in the plan shall be determined by the pension plan law applicable.

171. If the senior staff member ceases to be employed by the college, retires or withdraws from the plan, it shall terminate immediately and the following procedures apply:

(1) if a senior staff member 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 in implementation of section 164;

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

(3) if the period of leave is in progress, the calculation of the amount due from the senior staff member or the college shall be made as follows: the amount received by the senior staff member during the period of leave less the amounts already deducted from the senior staff member's salary during the period of work in implementation of section 164. If the balance is negative, the college shall reimburse the balance to the senior staff member. If it is positive, the senior staff member shall reimburse the balance to the college;

(4) for the purposes of pension plans, the rights recognized shall be those that would have existed if the senior staff member had never been a member of 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 with a view to restoring the pension differences then lost; the senior staff member could redeem the year or years of service lost in accordance with the pension plan provisions 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 staff member.

Where the senior staff member has an obligation to reimburse the college, he may make an agreement with the college on the procedures for reimbursement.

172. During the life of the plan, the total of the absences without pay of the senior staff member for any reason, authorized or not, may not exceed 12 months. If the total of the absences without pay for any reason, authorized or not, exceeds 12 months, the plan shall terminate on the date on which such total reaches 12 months and the procedures prescribed by subparagraphs 1, 2, 3 and 4 of section 171 apply by making the necessary changes.

Where the total of the absences without pay of a senior staff member for any reason, authorized or not, is equal to or less than 12 months, the duration of the plan shall be extended for a duration equal to the total of the absences.

173. Where a senior staff member is designated as supernumerary senior staff while the plan is in progress, it shall remain in force until the senior staff member is replaced. At the time of replacement, if the plan is not terminated, the senior staff member may complete the plan by agreement with the college in which he is replaced. Failing an agreement, the plan shall terminate and the provisions of subparagraphs 1, 2 and 3 of section 171 shall apply, without loss of rights in respect of the pension plans.

If while the plan is in progress, the senior staff member becomes employed by another employer in the public or parapublic sector offering a comparable plan, he may complete the plan by agreement with his new employer. Failing an agreement, the plan shall terminate and the provisions of section 171 apply.

174. If the senior staff member dies while the plan is in progress, the plan shall terminate on the date of the death and the procedures prescribed by subparagraphs 1, 2 and 3 of section 171 shall apply. An overpayment of salary shall not be claimable, and any unpaid salary shall be reimbursed.

175. If the senior staff member becomes disabled within the meaning of section 60 while the plan is in progress, the following procedures apply:

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

the disability shall be deemed not to have existed during the period of leave and it shall be deemed to have begun on the day prescribed by the plan for the return to work of the senior staff member at the end of the period of leave.

He shall be entitled during his period of leave to the salary prescribed by the plan. From the expected date of return to work, if he is still disabled, he shall be entitled to the salary insurance benefit prescribed by this Regulation as long as he is covered by the plan. The salary insurance benefit shall be based on the salary fixed by the plan. If he is still disabled at the expiry of the plan, he shall receive a salary insurance benefit based on the salary as determined in section 62;

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

the participation of the senior staff member in the plan shall continue and the salary insurance benefit shall be based on the salary fixed by the plan as long as the disability lasts. From the expiry of the plan, a senior staff member who is still disabled shall receive a salary insurance benefit based on the salary as determined in section 62;

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

the participation of a senior staff member in the plan shall continue and the salary insurance benefit shall be based on the salary fixed by the plan as long as the disability lasts;

(4) the disability occurs before the period of leave and continues on the date provided in the plan for the beginning of the period of leave:

in such case, the senior staff member may choose one of the following options:

(a) continue his participation in the plan and delay the period of leave to a time when he is no longer disabled. The senior staff member is entitled to his salary insurance benefit based on the salary prescribed by the plan. If the disability continues during the last year of the plan, it may be interrupted from the beginning of the last year to the end of the disability. During the period of interruption, the senior staff member shall be entitled to the salary insurance benefit based on the salary as determined in section 62;

(b) terminate the plan and receive the amounts unpaid as well as his salary insurance benefit based on the salary as determined in section 62. The amounts not paid shall be subject to assessment in the pension plan;

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

(6) the disability lasts more than two years:

during the first two years, the senior staff member shall be treated as prescribed above. At the end of those two years, the plan terminates and:

(a) if the senior staff member 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 (a full year of service shall be credited for each full year of participation in the plan);

(b) if the senior staff member has not yet taken his period of leave, the unpaid salary shall be reimbursed without interest, without being subject to an assessment for the purposes of the pension plan and any disability pension to which he is entitled under his pension plan becomes payable immediately.

176. If a maternity leave (20 weeks) begins before or after the period of leave, participation in the plan shall be suspended for a maximum period of 20 weeks (employment insurance then becomes the first payer and the college makes up the difference to total 93% of the regular salary) and the plan is then extended for not more than 20 weeks.

Where the maternity leave is taken before the period of leave, the senior staff member may terminate the plan. She shall then receive the unpaid salary without interest and the benefit prescribed for maternity leave. The amounts so reimbursed shall be subject to assessment in the pension plan.

177. In every case where the senior staff member does not take his period of leave while the plan is in progress, the college shall pay the whole of the amounts of deferred salary to him, from the first year of assessment following the termination of the plan.

CHAPTER XI PROGRESSIVE RETIREMENT

178. The progressive retirement program is intended solely for a member of RREGOP, TPP, CSSP or PPM who is a full-time regular senior staff member or a part-time regular senior staff member whose work time on a yearly basis is greater than 40% of the work time of a full-time regular senior staff member.

179. The program shall allow a senior staff member to reduce the time worked, for a period of between one and five years, in a proportion such that the time worked, for each of the calendar years or parts thereof contemplated by the progressive retirement, cannot be less than 40% or greater than 80% of the time worked of a regular full-time senior staff member.

For the purposes of this chapter, parts of a calendar year mean the portion of the calendar year when a senior staff member's progressive retirement begins and when it ends.

180. To avail himself of the progressive retirement program, a senior staff member shall ascertain in advance from the Commission administrative des régimes de retraite et d'assurances (CARRA) whether he is likely to be eligible for a pension on the date provided for the end of the agreement referred to in section 181. 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 staff member 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 thereto.

181. A progressive retirement shall be granted 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 185.

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 of applying the progressive retirement program.

182. Retirement is compulsory at the end of the agreement, subject to sections 190 and 191.

183. If at the end of the agreement the number of years or parts of a year of service credited to the senior staff member 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 staff member corresponds to the estimate made by CARRA.

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

184. The salary of a senior staff member in 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.

185. For the duration of the progressive retirement program, a senior staff member may use the sick-leave days credited to him in order to be exempted, in whole or in part, from the work stipulated in the agreement. Such use, provided for in an agreement 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 154 and 155 apply.

186. 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 RREGOP, TPP, CSSP or PPM shall be the salary the senior staff member 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 if he had 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.

187. For the duration of the agreement, a senior staff member 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 staff member 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 staff member is eligible for the long-term salary insurance plan, the insurer shall pay the contributions to the pension plan which would have been paid by the senior staff member 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.

188. A senior staff member shall be entitled, for the duration of the agreement, to be covered by the insurance plans on the basis of the time normally worked prior to the beginning of the agreement.

Notwithstanding the first paragraph, a senior staff member shall receive a short-term salary insurance benefit on the basis of the time worked prescribed for each of the calendar years or parts thereof contemplated by the agreement. The short-term salary insurance benefits shall be paid for the entire duration of the total disability without extending beyond the expiry of the agreement.

However, where the duration of the agreement extends beyond 104 weeks, a senior staff member shall continue to participate in the compulsory long-term salary insurance plans, subject to the provisions of the master policy.

189. During the progressive retirement, the contribution of the employer and that of the senior staff member to the insurance plans shall be maintained on the basis of the time normally worked by the senior staff member prior to the agreement.

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

190. Where a senior staff member 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 the continuation of the agreement and provided that the continuation is approved by CARRA.

191. Where the agreement becomes null or terminates due to circumstances provided for in the preceding section or due to other circumstances provided for 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, for each circumstance, in the manner prescribed by those regulations.

192. With the exception of the preceding provisions, a senior staff member 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, in proportion to the

work time provided for each of the years or parts of a year covered by the agreement. Such adjustments are adapted in accordance with the terms and conditions respecting part-time employment.

193. A senior staff member may avail himself only once of the progressive retirement program.

CHAPTER XII GRADUAL PRERETIREMENT

194. The gradual preretirement program is intended for any senior staff member 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 actual workweek may not be less than 40% of the regular workweek of a full-time senior staff member.

195. 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 and the percentage and scheduling of the work time.

196. A senior staff member 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.

On the other hand, where the gradual preretirement leave spreads over a period of over 104 weeks, a senior staff member shall continue to participate in the compulsory long-term salary insurance plans, subject to the provisions of the master policy.

CHAPTER XIII LEAVE FOR ASSOCIATION ACTIVITIES

197. A college shall, subject to the requirements of the service, free a senior staff member who takes part in general meetings of the Association as official representative of the Association, for meetings of the executive of the Association if he is a member thereof, and for meetings of the exchange and consultation committee or for a member sitting on the recourse or appeals committee.

The senior staff member shall come to an agreement in advance with the college on the procedures for the leave.

CHAPTER XIV STABILITY OF EMPLOYMENT

GENERAL PROVISIONS

198. This chapter applies only to a senior staff member who has held a regular full-time position in a college for at least two continuous years.

199. In this part, administrative reorganization means a reorganization resulting from:

- (1) the application of a law, a regulation of the Minister or an administrative policy approved by the Minister;
- (2) a reduction in the student population;
- (3) an agreement between the college and the senior staff member.

200. If the college decides not to renew or to cancel the appointment of a senior staff member, he shall retain his employment connection and the college shall apply one of the following measures:

- (1) it may assign him to another senior staff position;
- (2) it may assign him to a position in another category of personnel;
- (3) it may designate him as supernumerary senior staff.

A senior staff member covered by this section is entitled to the application of the provisions of sections 211 and 212, with the necessary changes.

201. A person who is dismissed, whose engagement is not renewed or whose contract is cancelled by the college may avail himself of the provisions respecting the recourse and appeals committees prescribed by Chapter XV.

DIVISION I PROCEDURES RESPECTING STABILITY OF EMPLOYMENT

202. Before declaring a surplus of personnel, a college must respect the consultation procedures prescribed by its management policy.

203. Where as a result of an administrative reorganization, there is a surplus of personnel, the college shall designate a senior staff member involved in the surplus as supernumerary senior staff.

204. A supernumerary senior staff member may, at any time, avail himself of any of the termination of employment measures prescribed by Division III.

At Champlain Regional College, notwithstanding the first paragraph, a campus director or a dean designated as supernumerary senior staff may avail himself, by making the necessary changes, of the departure indemnity or the leave with pay provided in Chapter V of the Regulation determining certain conditions of employment of senior executives of general and vocational colleges if he satisfies the provisions of section 46 of this Regulation.

205. A senior staff member may substitute for a supernumerary senior staff member if the college accepts the substitution.

206. A college wishing to fill a regular full-time senior staff position shall inform the Placement Office of the college sector, indicating the criteria for eligibility. The Placement Office shall then inform all the colleges, which must post the information to the attention of all the senior staff personnel.

DIVISION II SUPERNUMERARY SENIOR STAFF

207. The salary of a senior staff member on the date on which he is designated as supernumerary senior staff shall be maintained for the period during which he is so designated.

208. A senior executive designated as supernumerary senior staff shall be integrated as senior staff and shall receive the classification corresponding to the position assigned. He shall be entitled to a lump-sum payment equal to the difference between his new salary and that he was receiving.

209. A senior staff member designated as supernumerary senior staff shall perform tasks compatible with his skills.

210. A supernumerary senior staff member shall be required to accept in his college or in a college in his zone any position available offered to him if it is compatible with his professional training; after one year as supernumerary senior staff, the same rule shall apply in a college outside the zone. Refusal to accept such a position shall be equivalent to resignation.

211. A supernumerary senior staff member who accepts an offer of a position from his college subject to the provisions of a collective agreement is entitled to resume his status of supernumerary senior staff if he

again becomes supernumerary without having acquired employment security within the meaning of that collective agreement.

212. A supernumerary senior staff member who accepts a position in a college as a senior staff member or in another category of personnel and whose salary applicable to the new position is lower than that he was receiving is entitled to a lump-sum payment equal to the difference between the salary he is receiving and that he was receiving. The lump-sum payment is variable and shall cease when there is no longer a difference.

213. Travel and accommodation expenses incurred by a supernumerary senior staff member appearing at a selection interview in an agency of the public or parapublic sector shall be reimbursed by his college.

214. A supernumerary senior staff member accepting a job in an agency of the public or parapublic sector located more than 50 km from his place of work or his domicile shall be entitled to reimbursement of his moving costs in accordance with the same provisions as those in force for the professional personnel of the college.

DIVISION III TERMINATION OF EMPLOYMENT MEASURES

215. To be entitled to a termination of employment measure, a senior staff member shall be a supernumerary senior staff member.

The termination of employment measures shall not apply to a senior staff member who is eligible for a pension equal to 70% or more of his average pensionable salary calculated in accordance with the pension plan in effect.

§III.1 Severance pay

216. The severance pay shall be equal to one month's salary per year of continuous service in the college as a senior staff member.

217. The severance pay may not be greater than six months' salary or less than two months' salary.

The severance pay for the first two months shall be paid on the beneficiary's departure. From the third month, he shall be entitled to payment of an instalment of the severance pay each month until the months to his credit are used up. The severance pay shall cease as soon as the beneficiary has a position.

A senior staff member who has already received a severance pay in the public, parapublic or peripublic sector may receive only the difference between the amount of the severance pay already received and the new severance pay calculated in accordance with his last annual salary.

218. The acceptance of such severance pay shall be equivalent to a resignation.

§III.2 Preretirement leave

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

The leave may be for a longer duration where the senior staff member has, to his credit, a bank of sick-leave days usable for that purpose; the number of additional days of leave shall be calculated in accordance with Division II of Chapter IX.

220. During his preretirement leave, a senior staff member 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 this Regulation, with the exception of the provisions pertaining to salary insurance, the stand-by premium, the premium for regional disparities, parental rights and vacation, provided that they are compatible with the nature of the leave.

221. To be entitled to the leave, the senior staff member must be eligible for retirement on the date of expiry of his leave.

222. A senior staff member shall be deemed to have resigned on the date of expiry of his leave, and he must retire on that date.

CHAPTER XV RECOURSE AND APPEALS COMMITTEES

GENERAL PROVISIONS

223. Where a complaint is related to the employment relationship, this chapter does not apply to a senior staff member who is on probation in accordance with the college's management policy.

224. A senior staff member who is not a member of the local committee of the Association shall exercise instead of the local committee the rights and obligations conferred on him by this chapter.

225. Division I, with the necessary changes, and Division III of this chapter shall apply where the college's management policy does not fix any specific recourse procedure for dealing with complaints related to the implementation and interpretation of the management policy.

DIVISION I RECOURSE COMMITTEE

226. Where a complaint is made to the college respecting a decision involving the interpretation and implementation of this Regulation, the local committee of the Association may, during the 60 days following the fact or knowledge of the fact leading to the complaint, request that the college set up a local recourse committee.

227. The committee shall be composed of a person designated by the local committee of the Association and a person designated by the college.

228. The committee shall study the complaint and send its recommendations to the parties within 15 days of receipt.

229. Within 20 days following receipt of the recommendation of the recourse committee, the college shall make known to the senior staff member in writing its decision, with reasons, with copies to the recourse committee and the local committee of the Association.

DIVISION II APPEALS COMMITTEE: SETTLEMENT

230. Where a senior staff member is not satisfied with the college's decision or where the college does not make its decision known within the time prescribed in section 229, the Association may, within 20 days following the date of the college's decision or of the expiry of the time prescribed in section 229, request that an Appeals Committee be set up.

Notwithstanding section 226, in the case of a complaint respecting the discontinuation of the senior staff member's employment relationship, the Association may, within 60 days following the fact leading to the complaint, request directly that an Appeals Committee be set up.

231. The request shall be addressed to the first chairman of the Appeals Committee at the following address:

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

232. The request must contain a statement of the facts leading to the complaint, the solution sought and the name of the Association's representative.

Copies of the request shall be sent to the college and to the Fédération des cégeps.

233. The Appeals Committee shall be composed of a representative designated by the Association, a representative designated by the college and a chairman designated jointly by the two representatives from a list of chairmen approved by the Association and the Fédération des cégeps.

Failing an agreement on the choice of a chairman, the first chairman shall appoint the chairman.

234. Within the 15 days of receiving the notice of appeal, the college shall indicate in writing to the first chairman the name of its representative.

235. The chairman shall summon the parties as soon as possible and the committee shall decide on the procedures to be followed.

236. Where the Appeals Committee decides that the interpretation or the implementation of the settlement by the college does not comply with the provisions of this Regulation, it may deliver an executory decision in the cases covered by section 238 or may make a recommendation in the other cases.

237. The Appeals Committee's recommendation or decision may not have the effect of changing, adding to or subtracting from the provisions of this Regulation.

238. The decision of the Appeals Committee is final and executory and binds the parties where it deals with the following provisions:

- (1) Chapter I;
- (2) Chapter II, except section 5;
- (3) Chapter III, except sections 11 and 12, and Chapter IV;
- (4) Chapter V;
- (5) Chapter VI;
- (6) Chapter VII;
- (7) Chapter VIII;

(8) Chapter IX;

(9) Chapters X, XI and XII;

(10) Chapter XIV, except sections 199, 200, 205 and 206;

(11) Chapter XV.

239. The Appeals Committee also has jurisdiction to decide on any complaint respecting the discontinuation of the senior staff member's employment relationship.

240. Where the Appeals Committee considers that the reasons for the college's decision are not fair and sufficient, it may:

(1) order the college to rescind its decision and to reinstate the senior staff member in his position or to place him in an equivalent position (same level); or

(2) order the college to change its decision by transforming the discontinuation of the employment relationship to a suspension and by reinstating the senior staff member in his position or in an equivalent position (same level); or

(3) order the college to change its decision and to reinstate the senior staff member in a senior staff position or in a position in another category of personnel. In such case, sections 211 and 212 apply by making the necessary changes; or

(4) order the college to pay the senior staff member compensation equal to the equivalent of two months' salary per year of service as senior staff member. The compensation may not be less than the equivalent of three months' salary or greater than the equivalent of 12 months' salary.

In every case, the committee shall decide the amount of any compensation for the actual loss of salary.

241. At any time, in the case of complaints covered by section 239, the college and the senior staff member may make an agreement to settle their dispute. The agreement may provide for the payment of compensation that may be equal to the equivalent of two months' salary per year of service as a senior staff member. The compensation may not be greater than the equivalent of 12 months' salary.

Notwithstanding the foregoing, the Minister may, in exceptional cases, on the conditions fixed by him, authorize the college to pay greater compensation.

242. The decision or recommendation of the Appeals Committee shall be unanimous or by a majority, and must include reasons; any dissenting member may make a separate report.

243. The decision or recommendation of the Appeals Committee shall be sent to the parties within 45 days following the consideration of judgment.

The decision or recommendation of the Appeals Committee shall not be void from the fact that it is sent after the time prescribed above.

244. If the senior staff member does not wish to accept the decision delivered in accordance with section 240, he shall be deemed to have resigned, and he may then benefit from compensation in the same amount and on the same conditions as those fixed in subparagraph 4 of section 240.

245. The college must execute a decision within 30 days of its receipt, except in the cases covered by section 244.

246. The expenses and fees of the chairman shall be paid by the Minister.

The expenses and fees of the two other members shall be paid by the parties who designated them.

247. The times prescribed by this division may be changed by agreement in writing between the college and the Association.

248. A senior staff member who has submitted a complaint to the Appeals Committee concerning the discontinuation of the relationship of employment by the college, shall continue to participate in the uniform life insurance plan. Moreover, he must continue to participate in the compulsory basic health and accident insurance plan by paying his contribution and that of the employer to that plan and may, if he so desires, continue to participate in the insured plans until the date of the Appeals Committee's decision or a settlement reached by the parties, provided a written request to that effect be forwarded to the insurer according to the provisions of the master policy. A senior staff member who continues to participate in the insured plans shall also continue to participate in the survivor's pension plan according to the provisions of that plan.

Should a senior staff member be reinstated as a result of a decision rendered by the Appeals Committee in favour of the senior staff member or a settlement reached by the parties, he shall be entitled to the reimbursement of the contribution normally paid by the college for the plans in which he continued to participate and, where applicable, to the reimbursement of the premium paid to cover his continued participation in the survivor's pension plan, retroactively to the date of the discontinuation of the relationship of employment and any total disability which began since that date shall then be recognized.

DIVISION III

APPEALS COMMITTEE: MANAGEMENT POLICY

249. This division applies only to complaints covered by section 225.

250. Where a senior staff member is not satisfied with the decision of the college or where the college does not make its decision known within the time prescribed by section 229, the Association may, within the 20 days of the college's decision or of the expiry of the time prescribed by section 229, request that an Appeals Committee be set up.

251. The request shall be sent to the first chairman of the Appeals Committee at the following address:

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

252. The request must contain a statement of the facts leading to the complaint, the solution sought and the name of the Association's representative.

Copies of the request shall be sent to the college and to the Fédération des cégeps.

253. The composition of the Appeals Committee shall be the same as that defined in section 233.

254. Within 15 days of receiving the notice of appeal, the college shall indicate in writing to the first chairman the name of its representative.

255. The chairman shall summon the parties as soon as possible and the committee shall decide on procedure.

256. Where the Appeals Committee decides that the college's interpretation or application of the management policy does not comply with the provisions of the policy, it shall send its recommendation to the parties.

257. The recommendation of the Appeals Committee shall be unanimous or by majority and must include reasons; any dissenting member may make a separate report.

258. The recommendation of the Appeals Committee shall be sent to the parties within 45 days following the decision.

259. The chairman's expenses and fees shall be paid by the Minister.

The expenses and fees of the other two members shall be paid by the parties who designated them.

260. The times prescribed by this division may be changed by agreement in writing between the college and the Association.

CHAPTER XVI MANAGEMENT POLICY

261. After consultation with the local committee of the Association, the college shall adopt a management policy by resolution.

The college shall also consult the senior staff members who are not members of the local committee.

262. The management policy shall deal, in particular, with:

- (1) procedures and subjects for consultation and participation;
- (2) administrative organization;
- (3) employment, including :
 - engagement and appointment;
 - discontinuation of employment relationship and cancellation of appointment;
 - selection;
 - evaluation;
 - professional record;
 - eligibility criteria;
 - rules for determining salary upon a movement of personnel (appointment, promotion or demotion) and the lump sums related to the calculation of salary in accordance with sections 19 and 29;

(4) fringe benefits, including :

- annual vacation, subject to Chapter VI;
- statutory holidays and personal holidays;
- leave for public responsibilities;
- absences for professional activities;
- leave with or without pay;

(5) payment of salary;

(6) travel and accommodation expenses;

(7) liability in tort;

(8) in-service training, taking into consideration that :

- the sums allocated by the Minister must be used exclusively for in-service training of senior staff;

- the sums not used in a given year shall be transferred to the in-service training budget of the following year;

(9) the equal opportunity program;

(10) a procedure for recourse respecting any problem related to the implementation and interpretation of the management policy.

Notwithstanding section 261, the procedure must be agreed upon by an accord between the college and the local committee of the Association; failing an agreement, section 225 of Chapter XV applies. The same procedure must be followed for senior staff who are not members of the local committee, where applicable.

If the procedure agreed upon provided for the intervention of a third person to preside over the recourse committee, the expenses and fees of that person shall be paid by the Minister, if he is chosen from the list mentioned in section 233.

CHAPTER XVII SPECIAL PROVISIONS

263. Notwithstanding section 4 of this Regulation, a senior staff member may benefit from an early departure incentive program authorized by the Minister.

264. The rules prescribed in sections 20, 21 and 23 to 30, those found in Schedule I and the minimum qualifications prescribed in the job descriptions applicable on the day preceding 7 October 1998 shall continue to be in effect until the coming into force of the rules enacted by the college in the management policy concerning eligibility criteria or in accordance with sections 20 and 23.

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

(1) On 1 July 2005, the college shall integrate the senior staff member who, on 30 June 2005, held a regular senior staff position into the new classification plan in accordance with Schedule I and the ministerial document entitled *Plan de classification des emplois types et Guide de classement des postes de cadre pour le personnel d'encadrement des collèges d'enseignement général et professionnel*.

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

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

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

(5) A senior staff member'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 reassigned and section 29 of the Regulation applies, by making the necessary changes.

PROCEDURE EXCLUSIVE TO THE PROCESS FOR THE INTEGRATION OF SENIOR STAFF POSITIONS INTO THE NEW CLASSIFICATION PLAN

(6) A senior staff member who, on the date on which the new classification plan comes into force, is of the opinion that the principal and usual duties and responsibilities that he performs do not correspond to any of the job descriptions prescribed in the *Plan de classification des emplois types et Guide de classement des postes de cadre pour le personnel d'encadrement des collèges d'enseignement général et professionnel* may request that the college evaluate his classification.

(7) The college shall submit, before 31 October 2005, the file to the integration committee designated to determine the classification.

(8) The integration committee shall be composed of an equal number of representatives of the Ministry, the Fédération des cégeps and the Association des cadres des collèges du Québec (ACCQ).

(9) The integration committee shall study the file and shall submit, where applicable, its unanimous recommendation to the Direction générale des relations du travail of the Ministry. The Direction générale des relations du travail of the Ministry shall inform the college of the classification determined.

Where the parties to the integration committee do not agree on the classification of a senior staff member, they shall forward a report and the reasons on which it is based as well as their respective recommendations to the Direction générale des relations du travail.

(10) Any decision made by the Direction générale des relations du travail of the Ministry concerning any file is final, executory and retroactive to 1 July 2005.

(11) The college shall integrate the senior staff member by assigning him the classification determined in paragraph 9 and the corresponding salary scale in Schedule II retroactively to 1 July 2005 and the preceding paragraphs 3, 4 and 5 apply.

266. FINAL PROVISIONS

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

(b) 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
CLASSIFICATION OF SENIOR STAFF POSITIONS¹

Employment group	Class ²
Directors	
Campus director	9 or 10
Director of continuing education	8 or 9
Director of services	7, 8 or 9
Director of corporate affairs and communications	7 or 8
Centre director	7 or 8
Coordinators	
Coordinator of continuing education	7 or 8
Associate academic dean	6, 7 or 8
Coordinator of information technologies	6 or 7
Coordinators of services	6
Managers	
Administrative assistant	4
General superintendent	4
Superintendent	3
Specialized maintenance foreman	2
Administrative officer	2
General maintenance foreman	1

¹ Where the principal and usual duties of a senior staff position do not correspond to any of the employment groups found in the Plan de classification des emplois types et Guide de classement des postes de cadre pour le personnel d'encadrement des collèges d'enseignement général et professionnel, sections 11 and 12 of the Regulation apply.

² Where more than one class applies to the same position, the classification of that position shall be determined by applying the classification criteria prescribed in the Plan de classification des emplois types et Guide de classement des postes de cadre pour le personnel d'encadrement des collèges d'enseignement général et professionnel.

SCHEDULE II
SALARY SCALES¹ ACCORDING TO CLASSES OF SENIOR STAFF POSITIONS

CLASSES	RATES	
	MINIMUM	MAXIMUM
10	74 122	98 829
9	70 022	93 362
8	66 148	88 197
7	61 605	82 140
6	57 375	76 500
5	53 435	71 246
4	49 766	66 354
3	44 412	59 216
2	39 635	52 846
1	35 371	47 161

SCHEDULE III
EVENING SHIFT AND NIGHT SHIFT PREMIUMS AND WEEKEND PREMIUMS (managers)

Evening shift premium (as of 1 January 2002)	Night shift premium (as of 1 April 2000)	Weekend premium (as of 1 January 2002)
	Seniority	Salary %
	0 to 5 years	11%
\$0.68/hour	5 to 10 years	12%
	10 years or more	14%

6941

¹ Salary scale determined in accordance with the rates in effect on 1 April 2003