

WHEREAS the Regulation respecting certain conditions of employment of senior executives of school boards was made by the minister's order dated 18 November 2004 and amended on 17 June 2005, 6 October 2005 and 2 December 2005;

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

WHEREAS the Minister of Education, Recreation and Sports is of the opinion that it is expedient to amend the Regulation;

WHEREAS the Minister of Education, Recreation and Sports made, on 5 December 2005, the Regulation to amend the Regulation respecting certain conditions of employment of senior executives of school boards;

THE CONSEIL DU TRÉSOR DECIDES :

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

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

SERGE MARTINEAU,
Clerk of the Conseil du trésor

Regulation to amend the Regulation respecting certain conditions of employment of senior executives of school boards¹

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

1. Schedule 10 of the Regulation respecting certain conditions of employment of senior executives of school boards is amended by replacing, everywhere in the schedule, "15 December 2005" by "22 December 2005".

2. This regulation comes into force on 13 December 2005.

7385

¹ Regulation respecting certain conditions of employment of senior executives of school boards, made by the minister's order dated 18 November 2004 (2004, *G.O.* 2, 5323) of the Minister of Education, and amended by the minister's order dated 2 December 2005 of the Minister of Education, Recreation and Sports. For previous amendments, see Table of amendments and Summary index, Publications du Québec, 2005, updated to 1 March 2005.

Gouvernement du Québec

T.B. 203162, 13 December 2005

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

Senior staff of school boards and of the Comité de gestion de la taxe scolaire de l'Île de Montréal — Certain conditions of employment

Regulation respecting certain conditions of employment of senior staff of school boards and of the Comité de gestion de la taxe scolaire de l'Île de Montréal

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

WHEREAS the Regulation respecting the conditions of employment of management staff of school boards was made by the minister's order dated 23 September 1998 and amended on 12 August 1999, 17 February 2000, 9 May 2000, 24 November 2000, 21 June 2001, 11 December 2001, 28 March 2003, 14 May 2004, 18 November 2004, 17 June 2005 and 6 October 2005;

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

WHEREAS the Minister of Education, Recreation and Sports is of the opinion that it is expedient to replace the Regulation;

WHEREAS the Minister of Education, Recreation and Sports made, on 2 December 2005, the Regulation respecting certain conditions of employment of senior staff of school boards and of the Comité de gestion de la taxe scolaire de l'île de Montréal;

THE CONSEIL DU TRÉSOR DECIDES :

1. To approve the Regulation respecting certain conditions of employment of senior staff of school boards and of the Comité de gestion de la taxe scolaire de l'île de Montréal 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 school boards and of the Comité de gestion de la taxe scolaire de l'île de Montréal*

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

TABLE OF CONTENTS

	Section	
TITLE 1		
PROVISIONS APPLICABLE TO ALL SENIOR STAFF		
CHAPTER 1		
APPLICATION	1	
CHAPTER 2		
JOB CLASSIFICATION AND CLASSIFICATION	5	
DIVISION 1		
JOB CLASSIFICATION	5	
DIVISION 2		
CLASSIFICATION	16	
<i>§1. Range Applicable to an Administrator Position</i>	16	
<i>§2. Range Applicable to a Senior Staff Position in a School</i>	20	
<i>§3. Range Applicable to a Senior Staff Position in a Centre</i>	21	
<i>§4. Change in Range</i>	23	
DIVISION 3		
SPECIAL EVALUATION	24	
CHAPTER 3		
REMUNERATION	26	
DIVISION 1		
CALCULATION OF SALARY	26	
<i>§1. Calculation of Salary at the Time of a First Appointment to a Senior Staff Position</i>	27	
<i>§2. Calculation of Salary at the Time of Any Other Appointment to a Senior Staff Position</i>		29
<i>§3. Determination of Salary at the Time of a Change in Range and Job Class Resulting from a Fluctuation in Population</i>		31
<i>§4. Calculation of Salary at the Time of Salary Review</i>		33
<i>§5. Calculation of Salary Upon Return from a Long-term Total Disability Leave</i>		39
<i>§6. Lump-sum Bonuses Paid to Principals</i>		41
DIVISION 2		
TEMPORARY ASSIGNMENT TO CONCURRENT SENIOR STAFF POSITIONS		42
DIVISION 3		
ANNUAL SUPPLEMENT APPLICABLE TO THE PART-TIME ASSISTANT DIRECTOR GENERAL		43
DIVISION 4		
TEMPORARY OR ADMINISTRATIVE ASSIGNMENT		44
<i>§1. Temporary Assignment</i>		44
<i>§2. Administrative Assignment</i>		47
DIVISION 5		
SALARY READJUSTMENT PROCEDURE		49
DIVISION 6		
REGIONAL DISPARITIES		52
DIVISION 7		
FRINGE BENEFITS		53
<i>§1. Insurance Plans</i>		53
<i>§2. Rehabilitation</i>		88
<i>§3. Sick-leave Days</i>		97
<i>§4. Pension Plan</i>		105
DIVISION 8		
REPRESENTATION EXPENSES		106
DIVISION 9		
LEAVES FOR PROFESSIONAL AFFAIRS OR PUBLIC OFFICE		108
DIVISION 10		
TRANSFER OF CERTAIN BENEFITS TO ANOTHER SCHOOL BOARD		111
CHAPTER 4		
SENIOR STAFF DEVELOPMENT		119
DIVISION 1		
EVALUATION		119

* This document replaces the Regulation respecting the conditions of employment of management staff of school boards, made by the minister's order dated 23 September 1998 (1998, G.O. 2, 5498) of the Minister of Education and its amendments.

DIVISION 2		TITLE 3	
PROFESSIONAL IMPROVEMENT	120	PROVISIONS APPLICABLE TO SENIOR STAFF IN A SCHOOL AND SENIOR STAFF IN A CENTRE	
<i>§1. Local Level</i>	122		
<i>§2. Provincial Level</i>	124	CHAPTER 1	
		SENIOR STAFF POSITIONS IN A SCHOOL	204
TITLE 2		DIVISION 1	
PROVISIONS APPLICABLE TO ADMINISTRATORS		FULL-TIME SENIOR STAFF POSITIONS IN A SCHOOL	204
CHAPTER 1		DIVISION 2	
ADMINISTRATIVE STRUCTURE	128	PART-TIME SENIOR STAFF POSITIONS IN A SCHOOL	207
CHAPTER 2		CHAPTER 2	
STABILITY OF EMPLOYMENT	130	ADMINISTRATIVE STRUCTURE CONCERNING SENIOR STAFF POSITIONS IN A CENTRE	208
DIVISION 1		CHAPTER 3	
PRELIMINARIES TO PLACEMENT ON AVAILABILITY	134	STABILITY OF EMPLOYMENT	210
DIVISION 2		DIVISION 1	
PLACEMENT ON AVAILABILITY	139	PRELIMINARIES TO PLACEMENT ON AVAILABILITY	214
DIVISION 3		DIVISION 2	
USE OF ADMINISTRATORS ON AVAILABILITY	143	PLACEMENT ON AVAILABILITY	219
DIVISION 4		DIVISION 3	
MEASURES TO REDUCE SURPLUS OR PLACEMENT ON AVAILABILITY	145	USE OF SENIOR STAFF IN A SCHOOL OR CENTRE ON AVAILABILITY	223
<i>§1. Severance Allowance</i>	145	DIVISION 4	
<i>§2. Preretirement Leave</i>	154	MEASURES TO REDUCE SURPLUS OR PLACEMENT ON AVAILABILITY	225
<i>§3. Relocation of Administrators on Availability</i>	161	<i>§1. Severance Allowance</i>	225
CHAPTER 3		<i>§2. Preretirement Leave</i>	234
RIGHT OF APPEAL	171	<i>§3. Relocation of Senior Staff in a School or Centre on Availability</i>	242
DIVISION 1		CHAPTER 4	
LOCAL COMMITTEE	173	RIGHT OF APPEAL	253
DIVISION 2		DIVISION 1	
APPEALS COMMITTEE	177	LOCAL COMMITTEE	254
DIVISION 3		DIVISION 2	
TIME LIMITS	193	APPEALS COMMITTEE	258
CHAPTER 4		DIVISION 3	
MANAGEMENT POLICY	194	TIME LIMITS	274
CHAPTER 5		CHAPTER 5	
OTHER CONDITIONS OF EMPLOYMENT	197	MANAGEMENT POLICY	275
DIVISION 1			
ANNUAL VACATION	197		

CHAPTER 6
OTHER CONDITIONS OF EMPLOYMENT 278

DIVISION 1
ANNUAL VACATION 278

TITLE 4
FINAL PROVISIONS

SCHEDULE 1
JOB DESCRIPTIONS AND REQUIRED MINIMUM
QUALIFICATIONS

SCHEDULE 2
CLASSIFICATION OF REFERENCE POSITIONS

SCHEDULE 3
SALARY SCALES CORRESPONDING TO
CLASSIFICATION PLAN

SCHEDULE 4
PROGRESSIVE RETIREMENT PLAN

SCHEDULE 5
PARENTAL RIGHTS

SCHEDULE 6
MOVING EXPENSES

SCHEDULE 7
SABBATICAL LEAVE PLAN WITH DEFERRED SALARY

SCHEDULE 8
GRADUAL PRERETIREMENT

SCHEDULE 9
PART-TIME SENIOR STAFF

SCHEDULE 10
COMMITTEES ON THE DETERMINATION OF AND
CHANGE IN THE CONDITIONS OF EMPLOYMENT
OF SENIOR STAFF

SCHEDULE 11
ADMINISTRATIVE REGIONS

SCHEDULE 12
HEAD OF A TRAINING CENTRE IN A PENITENTIARY

SCHEDULE 13
INTEGRATION INTO NEW CLASSIFICATION PLAN
ON 2 JULY 2005

SCHEDULE 14
CONDITIONS OF EMPLOYMENT APPLICABLE TO
SENIOR STAFF OF THE COMITÉ DE GESTION DE
LA TAXE SCOLAIRE DE L'ÎLE DE MONTRÉAL

SCHEDULE 15
STAFFING RULES APPLICABLE TO FULL-TIME
SENIOR STAFF IN A SCHOOL DURING 2005-2006
SCHOOL YEAR

TITLE 1
PROVISIONS APPLICABLE TO ALL SENIOR STAFF

CHAPTER 1
APPLICATION

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

“administrative regions” means the administrative regions listed in Schedule 11 of this Regulation;

“administrator” means a person who holds a position of senior staff of services or manager in a school board or of senior staff of the Comité de gestion de la taxe scolaire de l'île de Montréal;

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

“agency in the public or parapublic sector” means:

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

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

— the school boards, colleges and institutions within the meaning of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2), the governmental agencies covered by this law and the educational institutions at the university level within the meaning of the Act respecting educational institutions at the university level (R.S.Q., c. E-14.1);

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

“association of administrators” means the Association des cadres scolaires du Québec, the Association des cadres de Montréal, the Association montréalaise des directions d’établissement scolaire or the Association of Administrators of English Schools of Quebec;

“association of senior staff of centres” means the Association des cadres scolaires du Québec, the Association montréalaise des directions d’établissement scolaire, the Association of Administrators of English Schools of Quebec, the Fédération québécoise des directeurs et directrices d’établissement d’enseignement and its associations of school principals or the Association québécoise du personnel de direction des écoles;

“association of senior staff of schools” means the Fédération québécoise des directeurs et directrices d’établissement d’enseignement and its associations of school principals, the Association montréalaise des directions d’établissement scolaire, the Association québécoise du personnel de direction des écoles, the Association of Administrators of English Schools of Quebec or the Association des cadres scolaires du Québec;

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

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

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

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

“part-time assistant director general” means a person who holds a position of senior staff of services, senior staff in a centre or senior staff in a school on a full-time basis, while performing the duties of assistant director general;

“part-time senior staff member” means a regular senior staff member whose regular workweek is equal to or more than 40% but less than 100% of the regular workweek of a full-time senior staff member;

“salary” means the remuneration paid to a senior staff member in accordance with the salary scales prescribed by this Regulation or under sections 80 to 83, 92 or 93, excluding lump-sum bonuses, annual supplements or premiums for regional disparities.

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

“senior staff member” means an administrator, a senior staff member in a school or a senior staff member in a centre;

“senior staff member in a centre” means a centre director or an assistant centre director;

“senior staff member in a school” means a school principal or a vice-principal;

“year of service” means any complete 12-month period of full-time or part-time employment with the school board.

2. Unless stipulated to the contrary, this Regulation applies to regular full-time senior staff.

The only provisions that apply to a person assigned temporarily to a senior staff position are those specified in sections 44 to 46.

This Regulation, except Chapter 2 of Title 2 and Chapter 3 of Title 3, applies to a part-time senior staff member, subject to the provisions of Schedule 9.

The provisions that apply to a head of a training centre in a federal penitentiary situated in Québec are found in Schedule 12.

3. The only conditions of employment that include the payment of a monetary benefit to a senior staff member are those specified in this Regulation.

4. For purposes of this Regulation, committees are set up in which associations representing administrators, senior staff in a school or centre participate, with the representatives of the federations of employers and the Minister, at the provincial level, in the determination of or change in the conditions of employment of senior staff. Moreover, the committees shall participate not only in the interpretation of such conditions of employment but also in the study of certain terms and conditions of application. Each committee shall determine its mode of operation.

The committees set up under this section are as follows:

— For administrators: the Comité consultatif des administrateurs

— For senior staff of schools: the Comité du personnel de direction d’école

— For senior staff of centres : the Comité du personnel de direction de centre

The composition of each committee is specified in Schedule 10.

CHAPTER 2 JOB CLASSIFICATION AND CLASSIFICATION

DIVISION 1 JOB CLASSIFICATION

5. Senior staff positions are divided into the following three categories:

I. Administrator positions belonging to one of the following subcategories:

A) Senior staff of services

- 1) director
- 2) assistant director of services
- 3) coordinator
- 4) personnel management consultant

B) Manager

- 1) superintendent
- 2) foreman

II. Senior staff positions in a school

- 1) principal
- 2) vice-principal

III. Senior staff positions in a centre belonging to one of the following subcategories:

A) Senior staff of adult education centre

- 1) director of adult education centre
- 2) assistant director of adult education centre

B) Senior staff of vocational training centre

- 1) director of vocational training centre
- 2) assistant director of vocational training centre

6. For each category and subcategory, Schedule 1 contains:

a) a general definition of the positions used as a reference for:

— the senior staff job descriptions and,

— the generic job descriptions defined in the ministerial document entitled “Description des emplois génériques du personnel d’encadrement des commissions scolaires”;

b) the minimal requirements for the performance of different jobs;

c) the list of evaluated reference positions.

7. In special cases, in the case of administrators or senior staff of centres, following a notice of the selection committee set up by the school board specifying that none of the qualified candidates meets all the requirements prescribed by the latter for the position concerned and after consultation with the local representatives of the association, the school board may refer to the committee one or more candidates whose complementary or superior academic background to that prescribed compensates for a lesser number of years of experience than the minimum prescribed by the required minimum qualifications, or vice versa.

In such a case, the school board may appoint a candidate from among those who, in the committee’s opinion, have met all the requirements set by the school board.

After having validated the qualifications and consulted the local representatives of the association concerned, the school board may appoint a manager to a senior staff of services position whose position has been reclassified to a higher level and whose complementary or superior training to that prescribed compensates for a lesser number of years of experience than the required minimum qualifications, or vice versa.

8. The terms and conditions for applying section 7 shall be determined by the school board in consultation with the association according to the procedure prescribed in section 196 for administrators and in section 279 for senior staff in a centre.

9. In exceptional cases, in the case of senior staff in a school, following a notice of a selection committee set up by the school board specifying that none of the candidates meets the requirements prescribed by the latter for the position concerned, the school board may refer to the committee one or more candidates whose complementary or superior academic background to that prescribed compensates for a lesser number of years of experience than the minimum prescribed by the required minimum qualifications or vice versa in accordance with the agreement concluded with the local representatives of the association concerning compensatory criteria with regard to training and experience.

In such a case, the school board may appoint a candidate from among those who, in the committee's opinion, have met all the requirements set by the school board.

Failing agreement, the school board may carry out a temporary assignment for a period not exceeding one year, from among the candidates who, in the committee's opinion, have met all the requirements set by the school board.

10. In exceptional cases, the parity committee composed of representatives designated by the committee concerned described in Schedule 10 may, following a written request of the school board, certify that the qualifications of the person meeting the following conditions, compensate for the requirement of a permanent teaching licence prescribed in the required minimum qualifications for certain senior staff positions described in Schedule 1:

— hold a teaching permit issued by the Minister in accordance with the Regulation respecting teaching licences or the Regulation respecting teaching permits and teaching diplomas;

— have taught a minimum of three years.

The request must be forwarded to the director general of the Direction générale des relations du travail of the Ministry at the following address:

Ministry of Education, Recreation and Sports
Direction générale des relations du travail
150, boulevard René-Lévesque Est, 17^e étage
Québec (Québec) G1R 5X1

11. Under this Regulation, a senior staff member who, on 7 July 1984, held a senior staff position in a school board shall be considered as meeting the required minimum qualifications for that position or any other senior staff position at the same level or at a lower level in a similar field of activity in all school boards.

12. The classification plan includes reference senior staff positions in Schedule 1 and the corresponding classification of those positions in Schedule 2.

13. The classification of a position corresponds to the class assigned according to the applicable population range.

14. Classes shall be determined in terms of the nature and complexity of the responsibilities inherent to each position based on the results of a job evaluation process using the Hay[®] method.

15. The salary scales corresponding to the classification plan are found in Schedule 3.

DIVISION 2 CLASSIFICATION

§1. *Range Applicable to an Administrator Position*

16. The youth (student) population, the adult education population or the vocational education population determines the range applicable to a classification. Each range includes lower and upper limits representing the population or the number of group-hours of instruction.

The range shall be determined according to the following terms and conditions:

(1) according to the youth (student) population, for the positions where responsibility applies to that population only;

(2) according to the adult education population, for the positions where responsibility applies to that population only;

(3) according to the vocational education population, for the positions where responsibility applies to that population only;

(4) according to a combination of population mentioned above, for the positions where responsibility applies to different groups or to all three groups.

17. The youth (student) population corresponds to the students enrolled on 30 September in the schools of the school board. In the case of an administrative assistant in a school, it is based on the youth (student) population, determined under section 20, of the school or schools to which he is assigned.

18. In the case of an administrative assistant in an adult education centre, the adult education population shall be determined on the basis of the number of group-hours of instruction for the preceding school year for adults enrolled in an adult education centre or centres to which he is assigned.

In the case of a senior staff member of adult education services, the adult education population shall be determined on the basis of the number of group-hours of instruction for the preceding school year for all adults enrolled in the adult education centres under the responsibility of the school board.

In the case of an administrative assistant in a vocational training centre, the vocational education population shall be determined on the basis of the group-hours of instruction for the preceding school year for youths and adults enrolled in the vocational training centre or centres to which he is assigned.

In the case of a senior staff member of vocational education services, the vocational education population shall be determined on the basis of the number of group-hours of instruction for the preceding school year for all youths and adults enrolled in the vocational training centres under the responsibility of the school board.

19. The group-hours of instruction shall be determined on the basis of the general education programs, the vocational education programs and the popular education programs.

The group-hours of instruction (GHI) shall be based on the rules issued each year by the Minister.

The adult or vocational education population, as the case may be, shall be obtained by dividing by 900 and by multiplying by 17 the group-hours of instruction for the preceding year.

§2. Range Applicable to a Senior Staff Position in a School

20. In the case of a senior staff member in a school, the range shall be determined on 30 September and reviewed on the subsequent 30 January, on the basis of the youth (student) population enrolled in the school or schools to which he is assigned.

In an elementary school that also provides secondary instruction, each student at the secondary level counts as 1.25 students.

In a school where there are students enrolled in a welcoming class authorized by the Minister, each student counts as two students.

§3. Range Applicable to a Senior Staff Position in a Centre

21. In the case of a senior staff member in an adult education centre, the range shall be determined on the basis of the adult education population attending the adult education centre or centres to which he is assigned.

The adult education population shall be calculated on the basis of the group-hours of instruction for adults who were attending, the preceding school year, the adult

education centre or centres, referred to in the first paragraph; the group-hours of instruction shall be calculated in accordance with section 19.

22. In the case of a senior staff member in a vocational training centre, the range shall be determined on the basis of the vocational education population attending the vocational training centre or centres to which he is assigned.

The vocational education population shall be determined on the basis of the number of group-hours of instruction for youths (students) and adults who were attending, the preceding school year, the vocational training centre or centres, referred to in the first paragraph; the group-hours of instruction shall be determined in accordance with section 19.

§4. Change in Range

23. The range of positions shall be reviewed yearly. Any change in range resulting from the review shall take effect on 1 July of the current school year.

Change of position to a higher range

Where a position moves up to a higher range as a result of an increase in student population applicable to him, the incumbent's salary in the position corresponding to his new class shall be determined under paragraph 1 of section 31.

Change of position to a lower range

Where a position moves down to a lower range as a result of a decline in student population applicable to him, the incumbent's class and salary shall be maintained until the decline is 10% below the lower limit of the range that was applicable to the position.

Where a decline in student population is 10% below the lower limit that was applicable to the position, the incumbent's salary in the position corresponding to his new class shall be determined under paragraph 2 of section 31.

**DIVISION 3
SPECIAL EVALUATION**

24. Where a school board cannot determine the classification of a senior staff position because its principal and usual duties and responsibilities do not correspond to any of the reference job descriptions set out in Schedule 1 or in the generic job descriptions in the ministerial document entitled "Description des emplois génériques

du personnel d'encadrement des commissions scolaires", it shall submit the case to the Minister. The case file must include:

- a) a detailed description of the senior staff member's duties and responsibilities;
- b) the situation of the senior staff member in the school board's administrative structure;
- c) the eligibility requirements.

25. Where, in the Minister's opinion, the senior staff member's principal and usual duties do not correspond to any of the reference job descriptions set out in Schedule 1 or in the generic job descriptions set out in the document entitled "Description des emplois génériques du personnel d'encadrement des commissions scolaires", he shall determine the class based on the results of a job evaluation process using the Hay[®] method and the corresponding salary scales:

Classes	Rates ¹	
	Minimum	Maximum
17	110 396	147 195
16	104 289	139 052
15	98 519	131 359
14	93 069	124 092
13	87 920	117 227
12	83 057	110 742
11	78 462	104 616
10	74 122	98 829
9	70 022	93 362
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

¹ Determined according to the rates in effect on 1 April 2003

The class may be reviewed according to the terms and conditions determined by the Minister.

CHAPTER 3 REMUNERATION

DIVISION 1 CALCULATION OF SALARY

26. Where the application of any of the rules contained in this division has the effect of determining a salary lower than the minimum rate or higher than the maximum rate of the scale applicable, the senior staff member's salary shall correspond to that minimum or maximum rate, as the case may be.

§1. Calculation of Salary at the Time of a First Appointment to a Senior Staff Position

27. The salary of a person already employed by an agency in the education sector in the categories of teaching, professional or support staff shall be fixed according to one or the other of the following criteria:

(1) where a professional is assigned to a position of personnel management consultant, the salary he was receiving shall be increased by 5% of the maximum rate of the new applicable salary scale;

(2) in all other cases, the salary that the person was receiving shall be increased by 10% of the maximum rate of the new applicable salary scale.

Where the result obtained is greater than the maximum of the new salary scale, the person shall receive, for the 12 months that follow the date of his appointment, a lump-sum payment equal to the salary he was receiving increased by 5% or 10%, as the case may be, minus the maximum rate of the new salary scale. The lump sum shall be paid only once.

28. The salary of a person who was not employed by an agency in the education sector shall be determined by taking into account his training and experience.

§2. Calculation of Salary at the Time of Any Other Appointment to a Senior Staff Position

29. The salary of a senior staff member shall be fixed according to any of the following criteria:

(1) the maximum rate of the new applicable salary scale is greater than the maximum rate of the salary scale that was applicable to him:

in this case, the salary he was receiving shall be increased by 5% of the maximum rate of the new salary scale that is applicable to him.

Where the result obtained is greater than the maximum rate of the new salary scale, the senior staff member shall receive for the 12 months that follow the date of his appointment a lump-sum payment equal to the salary he was receiving increased by 5%, minus the maximum of the new salary scale. The lump sum shall be paid only once;

(2) the maximum rate of the new applicable salary scale is equal to the maximum rate of the salary scale that was applicable to him:

in this case, the salary he was receiving shall be maintained;

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

in this case, the salary he was receiving shall be reduced by the lower of the following two amounts:

a) the difference between the maximum rate of the salary scale that was applicable to him and the maximum rate of the new salary scale;

b) 5% of his salary.

30. The salary readjustment procedure outlined in Division 5 of this chapter applies to senior staff, except if an assignment results from an express request by the senior staff member or from a disciplinary measure; in both cases, the application of such a procedure by the school board is optional.

§3. Determination of Salary at the Time of a Change in Range and Job Class Resulting from a Fluctuation in Population

31. Where a job class is modified as a result of a change in range, the salary of a senior staff member shall be fixed according to one or the other of the following criteria:

(1) The maximum rate of the new applicable salary scale is greater than the maximum rate of the salary scale that was applicable to him:

in this case, 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 new applicable salary scale is less than the maximum rate of the salary scale that was applicable to him:

in this case, the salary he was receiving shall be maintained if it is equal to or less than the maximum rate of the new salary scale. It shall correspond to that rate if it is higher.

32. The salary readjustment procedure outlined in Division 5 of this chapter applies to the senior staff member referred to in paragraph 2 of section 31, where applicable.

§4. Calculation of Salary at the Time of Salary Review

33. Unless there are provisions to the contrary, this subdivision applies to senior staff in office on the day before and on the day of the salary review.

34. Where a movement of personnel occurs on the date of the salary review, the provisions of this subdivision apply before those of subdivision 2 or 3, as the case may be, of this division.

35. This subdivision does not apply to a senior staff member whose performance is deemed unsatisfactory.

36. Where the dates of the salary review resulting from a salary scale adjustment and the salary review on 1 April coincide, the increments shall be added and the sum shall be applied to a senior staff member's salary on 31 March.

37. The salary scales of senior staff are found in Schedule 3.

38. Salary review on 1 April:

i. General Rule

Where the salary of a senior staff member is less than the maximum rate of the salary scale for his class on 31 March of one year, it shall be increased by 4% on the following 1 April, but without exceeding the maximum rate of the salary scale for the class.

ii. Rules Applicable to Certain Senior Staff Members on Disability Leave

Section 37 and paragraph *i* of this section apply to a senior staff member on total disability leave on the date of the salary review and whose period of total disability on that date is equal to or less than 104 weeks and who has been in office at least six months during the period from 1 April to 31 March of the preceding year, subject to the application of section 35.

§5. Calculation of Salary Upon Return from a Long-term Total Disability Leave

39. This subdivision applies to a senior staff member who returns from a total disability leave which ends after the first 104 weeks of total disability to the same position or to determine the salary of the senior staff member before being assigned to another senior staff position, where applicable.

40. The salary of the senior staff member on the applicable scale shall be determined by maintaining the same relative position as that of his reference salary at the end of the first 104 weeks of total disability in relation to the salary scale that was applicable to him at the end of that period.

§6. Lump-sum Bonuses Paid to Principals

41. A principal shall receive an annual lump sum of \$2 500, paid at each pay period, provided that :

a) the total youth (student) population in one or more schools under his responsibility is lower than 250 and that he is a member of more than one governing board ;

b) the elementary school or schools under his authority are situated in economically disadvantaged areas with a deprivation index of nine or ten and for which the Ministry allocates additional resources due to the deviation in the groups.

The principal shall only receive a lump sum if the school or schools under his authority meet the two conditions specified in the preceding paragraph. Payment of the lump-sum amount shall cease when the principal no longer assumes such a responsibility.

DIVISION 2

TEMPORARY ASSIGNMENT TO CONCURRENT SENIOR STAFF POSITIONS

42. A senior staff member who, at the request of his school board, holds temporarily, in addition to his usual position, another full-time senior staff position for a period of at least two months, shall receive, during that period, additional remuneration equal to 10% of his salary. Such additional remuneration shall be paid as a lump sum according to the same terms and conditions as those for the payment of salary until the end of such an assignment.

DIVISION 3

ANNUAL SUPPLEMENT APPLICABLE TO THE PART-TIME ASSISTANT DIRECTOR GENERAL

43. A senior staff member who, while performing his duties on a full-time basis, is appointed part-time assistant director general to replace the director general in his absence or inability to act or to represent him in a given sector shall receive an annual supplement of \$2 300 if the population of the school board is less than 15 000 or \$2 800 if it is 15 000 or more.

DIVISION 4

TEMPORARY OR ADMINISTRATIVE ASSIGNMENT

§1. Temporary Assignment

44. Temporary assignment applies to a person who temporarily replaces a senior staff member in his absence or temporarily fills a vacant senior staff position.

45. The remuneration of a person assigned temporarily to a senior staff position shall include, for the duration of the temporary assignment, the salary and any lump sum he would receive were he appointed to that position on a regular basis.

Where the person is appointed to that position on a regular basis, he shall retain such remuneration.

46. A person who is not already employed by a school board and who is temporarily assigned to a senior staff position, shall receive, in addition to his remuneration, a lump sum equal to 19% of his salary to compensate for those working conditions, including vacation and paid legal holidays, that he lacks. The lump sum shall be determined proportionately to the duration of the temporary assignment and shall be paid according to the same terms as those for the payment of salary.

Notwithstanding the preceding paragraph, if the duration of the temporary assignment is for at least one year, the insurance plans described in Division 7 of this chapter apply to the senior staff member for the duration of the temporary assignment; in which case the lump sum shall be reduced to 13%.

§2. Administrative Assignment

47. Administrative assignment applies to a senior staff member assigned temporarily to a position described in Schedule 1 at a lower salary scale but requiring the senior staff member's qualifications.

48. A senior staff member so assigned shall continue to receive, as of the date of his administrative assignment, the same salary as that prescribed for his former position.

DIVISION 5 SALARY READJUSTMENT PROCEDURE

49. This division applies to a senior staff member covered by a salary readjustment procedure provided for under this Regulation.

This division also applies to a senior staff member assigned to a professional, teaching or support staff position, except if an assignment results from an express request by the senior staff member or from a disciplinary measure; in both cases, the school board's application of this division is optional.

However, this division does not apply to a movement of personnel related to subdivisions 1 and 2 of Division 7 of this chapter.

50. A senior staff member shall receive a lump-sum payment equal to the positive difference between the salary he was receiving before the assignment and the salary he will receive after the assignment.

The lump sum shall be adjusted according to the changes in the senior staff member's salary in the position assigned.

The lump sum shall be paid according to the same terms and conditions respecting the payment of salary.

51. Unless there are provisions to the contrary, the salary readjustment procedure cannot be applied for a period exceeding two years for the same assignment.

DIVISION 6 REGIONAL DISPARITIES

52. The provisions concerning regional disparities applicable to professionals of the school board apply to senior staff.

DIVISION 7 FRINGE BENEFITS

§1. Insurance Plans

53. In subdivisions 1 and 2 of this division, unless the context indicates otherwise:

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

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

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

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

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

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

(4) the annual supplement of a part-time assistant director general for the period during which a senior staff member holds that position, where applicable.

54. Unless there are provisions to the contrary, a senior staff member shall be covered by the following insurance plans:

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

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

(2) Plans insured by the insurer and described in the master policy of the insurance plans and in sections 76 to 87 are as follows:

- a) compulsory basic plans:
 - i. a life insurance plan;
 - ii. a health and accident insurance plan. However, this plan shall not apply to a senior staff member whose application for exemption is accepted by the school board in accordance with the insurance contract;
 - iii. a long-term salary insurance plan;

b) complementary plans:

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

55. A senior staff member shall be eligible for the insurance plans at the end of a one-month waiting period from the date on which he assumed the position, provided he is working. If he is not working on that date, he shall be eligible for the plans on the date of his return to work.

However, subject to the specific provisions to that effect in the master policy of the insured plans, the senior staff member who formerly held a position in an agency in the public or parapublic sector and who was eligible for a group insurance plan applicable to employees in that sector shall be eligible for the insurance plans on the date on which he assumes the position, provided that his previous employment ended not more than 30 days prior to the date on which he assumes the position and that he furnish the necessary proof of his previous employment.

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

57. During 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 he would pay if he were at work.

Where the duration of a leave without pay, other than a partial leave without pay, is 30 days or more or during any other absence without pay, a senior staff member shall continue to participate in the uniform life insurance plan. Moreover, a senior staff member shall continue to participate in the compulsory basic health and accident insurance plan by paying his contribution and that of the school board to that plan and he may, if he so requests the school board before the beginning of the leave or absence, continue to participate in the insured plans to which he subscribed before the leave or absence according to the provisions of the master policy.

During a partial leave without pay of 30 days or more, a senior staff member shall continue to participate in the insurance plans on the basis of the time worked. However, the senior staff member who continues to participate in the plans on the basis of the time worked prior to the partial leave without pay shall also pay his contribution and that of the school board to the plans on the basis

of the time not worked, excluding the school board's contribution to the compulsory basic health and accident insurance plan which continues to be assumed by the latter.

A senior staff member who continues to participate in all the insured plans to which he subscribed before the leave or absence without pay shall also continue to participate in the survivor's pension plan by paying the premium determined by the Conseil du trésor to cover the cost of the plan.

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

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

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

1. Plans Insured by the Government of Québec

a) Uniform Life Insurance Plan

59. A full-time or part-time senior staff member, whose regular workweek equals or exceeds 70% of that of a full-time senior staff member, shall be entitled to life insurance benefits equal to \$6 400 payable to his beneficiaries.

60. Unless there are provisions to the contrary, a senior staff member's participation in the uniform life insurance plan shall cease on the earlier of the following dates:

- (1) the date on which the senior staff member is no longer covered by this chapter;
- (2) the date on which he retires.

b) Short-term Salary Insurance Plan

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

62. 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.

63. As of the second week of total disability and, up to 26 weeks from the beginning of the total disability, a senior staff member shall receive a benefit under the salary insurance plan equal to 80% of his salary. A senior staff member on a part-time leave without pay shall receive a benefit equal to 80% of his salary in proportion to the time worked.

As of the 27th week of total disability and, up to 104 weeks from the beginning of the total disability, a senior staff member shall receive a benefit under the salary insurance plan equal to 70% of his salary. A senior staff member on a part-time leave without pay shall receive a benefit equal to 70% of his salary in proportion to the time worked.

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

65. For the purposes of the short-term salary insurance plan, a period of total disability means 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 or part-time work or, as the case may be, 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 or insurrection or from indictable or other offences shall not be recognized as a period of total disability. However, in the case of alcoholism or drug addiction, the period during which a senior staff member receives medical care or treatment with a view to rehabilitation shall be recognized as a period of total disability.

66. A totally disabled senior staff member who receives a salary or benefits under the salary insurance plan shall provide the information as well as the supporting documents required by the school board or its representative (the insurer or a firm of medical experts) for the purposes of verifying whether he complies with the definition of total disability in order to determine the cause

and the duration and whether he agrees to undergo, at the school board's expense, a medical examination by the physician chosen by the school board.

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

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

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

68. The salary and benefits paid under sections 62 and 63 shall be reduced by any disability benefit paid under a law in force in Québec, regardless of subsequent increases in basic benefits paid under a law in force in Québec resulting from indexation.

69. A senior staff member entitled to disability benefits under a law in force in Québec shall immediately inform the school board.

70. Salary and salary insurance benefits shall be paid directly by the school board provided the senior staff member submit the supporting documents prescribed in section 66.

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

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

72. A senior staff member who receives salary insurance benefits may agree with his school board on a period of gradual return to work provided that, during that period, he carries out the duties related to the posi-

tion he held prior to his period of total disability or any other position calling for comparable remuneration that may be offered by the school board, while still being covered by the salary insurance plan.

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

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

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

In such a case, the senior staff member shall receive, in addition to the indemnity prescribed by the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001), an amount equal to the positive difference between his net salary and that indemnity. That amount shall be reduced to a gross salary from which the school board shall withhold all deductions and contributions required by the Act and this Regulation.

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

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

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

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

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

(4) the date of his retirement.

c) Survivor's Pension Plan

75. The Directive concernant le régime de rentes de survivants adopted by the Conseil du trésor applies to senior staff, subject to the following provisions :

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

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

"salary" :

— for a disability which began after 31 December 1981, salary means that defined in section 53 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 ;

(3) section 25 of the Directive is replaced by section 190 or 271, as the case may be, of this Regulation.

2. Plans Insured by the Insurer

76. Section 77 and sections 79 to 86 apply to a senior staff member who became totally disabled after 31 March 1994.

77. In sections 79 to 85 and subdivision 2 of this division,

"employment" or "rehabilitative employment" means 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 in the case of a senior staff member or a manager position in the case of a manager or equivalent employment to that held prior to his appointment to a senior staff, professional, teaching position or, in the case of a manager, a technical, administrative or labour support position ;

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

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

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

ing 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.

79. Where the school board is advised by the insurer that the senior staff member no longer complies with the definition of total disability and that payment of his benefit shall be suspended or refused, the school board may submit the disagreement to contest the insurer's decision to the Medical Arbitration Tribunal in order to determine whether the senior 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 school board has required, at its expense, that the senior staff member undergo a medical examination.

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

Within 90 days of the date on which the insurer's decision becomes effective under the conditions specified in the medical arbitration agreement, a senior staff member may submit the disagreement to the Medical Arbitration Tribunal to contest the insurer's decision according to which he does not comply with the definition of total disability. In such a case, the school board shall not assume any costs.

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

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

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

81. 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 school board 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 came into effect and the senior staff member shall continue to receive from the school board a salary equal to the benefit until such time as the school board offers him a position. Where the senior staff member submits the disagreement to the Tribunal, he must reimburse the school board for the salary paid to him.

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

82. A senior staff member who accepts the position offered by the school board under sections 77 to 85 shall be assigned the classification and salary corresponding to his new position.

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

83. Where the school board and the 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 on the date of the Medical Arbitration Tribunal's decision to that effect, the senior staff member shall receive, during the waiting period for a position, a salary equal to the benefit and the contributions of both the senior staff member and the school board to the pension and insurance plans shall be determined on the basis of that salary. During that period, the school board may use the senior staff member's services temporarily.

84. The senior staff member who does not comply with the definition of total disability after the first 104 weeks of total disability must accept a position offered to him in an agency in the education sector in his administrative region, except for the period during which he submitted his disagreement with the insurer to the Medical Arbitration Tribunal. If the senior staff member refuses the position offered, he shall be dismissed. Before carrying out the dismissal, the school board shall forward a 15-working day notice to the senior staff member and shall forward a copy to the committee referred to in section 86.

During that period, the committee may make appropriate recommendations in accordance with section 86.

The duration of the regular workweek of such a position must not be less than that of the position held by a senior staff member at the beginning of the total disability.

85. The salary equal to the benefit paid to the senior staff member, in application of the provisions of this subdivision, cannot exceed the date of termination of the benefit prescribed by the master policy.

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

— a representative designated by the associations of administrators and the associations of senior staff of centres;

— a representative designated by the associations of senior staff of schools;

— a representative designated by the Fédération des commissions scolaires du Québec;

— a representative of the Quebec English School Boards Association;

— a representative of the Minister.

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

87. Notwithstanding the provisions of this subdivision, the provisions dealing with the definition of disability, the benefits and the definition of a disability period, in effect on 31 March 1994, shall continue to apply to a disabled senior staff member on that same date and section 56 does not apply to that senior staff member.

§2. Rehabilitation

88. A senior staff member shall be eligible for rehabilitation 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 earliest date on which he becomes eligible for:

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

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

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

Notwithstanding the first paragraph, a senior 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.

89. A senior staff member to whom the school board has offered rehabilitative employment in writing must inform the school board in writing whether he accepts or refuses the rehabilitative employment, regardless of whether the rehabilitation commences before or after the first 104 weeks of total disability.

The duration of the regular workweek of rehabilitative employment must not be less than the regular workweek of the position held by a senior staff member at the beginning of his total disability.

90. 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 under the short-term salary insurance plan beyond 104 weeks.

91. A senior staff member whose rehabilitation occurs during the first 104 weeks of disability shall be deemed as totally disabled for that period and shall receive, for the time worked while holding rehabilitative employment, a short-term salary insurance benefit equal to 90% of the salary to which he would have been entitled had

he been at work in the position he held prior to his total disability and, for the time not worked or the waiting period for such employment, where applicable, a short-term salary insurance benefit equal to 70% of that salary.

The benefit shall be subject to the provisions relating to the waiver of contributions to the insurance and pension plans as well as to the provisions relating to the coordination of the benefit according to the terms and conditions prescribed in sections 67 and 68 of this Regulation.

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

92. A senior staff member whose partial rehabilitation occurs after the 104th week of total disability shall be entitled to the provisions of section 91 up to the end of the 104th week of total 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, provided that it not be less than the compulsory basic long-term salary insurance benefit and, for the time not worked, he shall receive a salary equal to that benefit. However, the 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 plan benefit for the time not worked.

93. A senior staff member whose total rehabilitation occurs after the 104th week of total disability shall receive for the time worked the salary earned from rehabilitative employment, provided that it not be less than the compulsory basic long-term salary insurance benefit.

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

95. 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.

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

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

In such a case, the senior 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 set out in second paragraph of section 91 applies.

Where a new total disability begins prior to the end of the first 104 weeks of the first disability but after the senior staff member has undergone rehabilitation, the senior staff member shall be considered as totally disabled in the position he held at the beginning of the new disability. However, a 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 period up to 104 weeks from the beginning of the first total disability, and the provision set out in the second paragraph of section 91 applies.

At the end of the first 104 weeks of the first total disability, a senior staff member whose rehabilitation occurs in the rehabilitative employment shall be assigned a new classification in accordance with section 95.

§3. Sick-leave Days

Reimbursement of Sick-leave Days

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

98. The terms and conditions for reimbursement of redeemable days applicable to a senior staff member on duty in a senior or senior executive staff position on the date on which the insurance plans came into force shall be those determined by the school board by resolution or by-law adopted before 25 January 1972.

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

99. This subdivision may not have the effect of changing the value already fixed for the redeemable days the value of which was fixed by a school board resolution or by-law.

Use of Sick-leave Days

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

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

(2) to take a total or gradual preretirement in accordance with Schedule 8 ;

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

(4) for any other reason of use, as mentioned in this Regulation ;

(5) to offset the difference between a short-term salary insurance benefit mentioned in section 63 and the salary that a senior staff member would receive were he not on total disability leave.

101. The value of the redeemable days in time or in money shall be determined proportionately to the percentage of cash redeemable value 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.

102. The value of nonredeemable 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.

103. A senior staff member who receives benefits under the compulsory basic long-term salary insurance plan may choose to take, in lieu of those benefits, a total preretirement leave as prescribed in sections 100 and 104, provided that such total preretirement leave not exceed the date on which the benefits under this plan that would otherwise have been applicable to him cease.

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

§4. Pension Plan

105. The Pension Plan of Management Personnel (PPMP) applies to senior staff covered by the Act respecting the Pension Plan of Management Personnel (R.S.Q., c. R-12.1).

DIVISION 8

REPRESENTATION EXPENSES

106. A school board shall adopt a policy concerning the representation expenses of senior staff.

107. A senior staff member shall be entitled, upon presentation of supporting vouchers, to be reimbursed for his representation expenses in accordance with the policy in effect at the school board.

DIVISION 9

LEAVES FOR PROFESSIONAL AFFAIRS OR PUBLIC OFFICE

108. A senior staff member who intends to run for public office shall obtain, upon written request, a leave of absence without pay for the length of time required by his candidacy and by his office, if elected.

109. The school board may grant a leave for a specified length of time to a senior staff member solicited by his professional association so that he may hold a post within that association.

110. A senior staff member who obtains leave for professional affairs or public office must reach an agreement beforehand with the school board on the terms and conditions of leave and eventual return to work.

DIVISION 10

TRANSFER OF CERTAIN BENEFITS TO ANOTHER SCHOOL BOARD

111. This division applies to a senior staff member who, following his resignation, is hired as senior staff by another school board.

112. For vacation purposes, the change in school board shall not interrupt the period of continuous service credited to the senior staff member.

113. For employment stability purposes, a senior staff member who has completed two years of continuous service in the employ of his former school board shall be deemed to have completed that period in the new school board.

114. A senior staff member may transfer, in whole or in part, the redeemable sick-leave days to his credit and the amount corresponding to the value of such days at the time of the transfer provided that he so request and that the request be accepted by the two school boards. In this case, a document attesting to the number of redeemable days and the amount transferred shall be prepared by the school board that the senior staff member is leaving and forwarded to the new school board.

115. A senior staff member may transfer, in whole or in part, the nonredeemable sick-leave days to his credit and confirmed by the school board he is leaving provided that he so request and that the request be accepted by the school board that hires him. In this case, a document attesting to the number of nonredeemable days transferred shall be prepared by the school board that the senior staff member is leaving and forwarded to the new school board.

116. The provisions concerning the Appeals Committee prescribed by this Regulation apply to the senior staff member who is nonreengaged, whose employment is terminated or is dismissed during his probation period in the new school board, provided that he meet either of the following two conditions on the date on which he assumed his duties in the new school board:

a) has completed the probation period in his former school board;

b) has completed two years of continuous service as a senior staff member in his former school board.

117. The moving expenses specified in Schedule 6 may be applied in whole or in part following the acceptance of the senior staff member's request by the school board that hires him. In this case, notwithstanding section 14 of that schedule, moving expenses shall be reimbursed by the school board that hires him.

118. The senior staff member who participates in the sabbatical leave plan with deferred salary at the time of his resignation may continue to participate in the plan provided that a request to this effect be accepted by the school board that hires him.

CHAPTER 4 SENIOR STAFF DEVELOPMENT

DIVISION 1 EVALUATION

119. A school board must adopt an evaluation system for its senior staff.

DIVISION 2 PROFESSIONAL IMPROVEMENT

120. Professional improvement is intended to enable a senior staff member:

(1) to acquire or increase the knowledge required in the performance of a duty prescribed by this Regulation within an organization;

(2) to acquire new skills or develop new attitudes related to career development.

121. The Minister and the school boards must facilitate the participation of senior staff in various professional improvement activities.

§1. *Local Level*

122. The development of human resources and, more specifically, the professional improvement of senior staff is the responsibility of the school board and is designed according to the needs of the milieu. To this end, the school board shall draw up a local professional development policy within the framework of its local management policy applicable to the group of senior staff concerned, where applicable.

123. Subject to sections 124 to 127, a school board shall assume the costs related to local professional improvement activities.

§2. *Provincial Level*

124. The Minister shall draw up a general professional improvement plan in order to render professional improvement more accessible to senior staff, regardless of the location or the size of a school board, taking into account the collective needs of the school board network.

125. The Minister shall be advised by a provincial professional improvement committee in which the associations of senior staff as well as the federations of employers participate with regard to the distribution of the annual amount available for each group of senior staff. The provincial committee shall also establish the criteria for organizing professional improvement.

126. The Minister shall decide what amounts will be allocated to the general professional improvement plan each year.

127. The Minister shall be advised by specific professional improvement committees with regard to the objectives and content of the professional improvement programs for each group of senior staff, namely:

— for senior staff of services and managers, the Comité de perfectionnement des cadres et des gérants (CPCG);

— for senior staff of schools, the Comité de perfectionnement des directeurs d'établissement d'enseignement (CPD);

— for senior staff of centres, the Comité de perfectionnement des cadres de centre (CPCC).

TITLE 2

PROVISIONS APPLICABLE TO ADMINISTRATORS

CHAPTER 1

ADMINISTRATIVE STRUCTURE

128. The school board shall determine its administrative structure for administrator positions and shall consult the association of administrators in the same manner as that prescribed for the management policy defined in section 196. The consultation must be held no less than 30 days before the administrative structure is adopted, unless the school board and the association of administrators agree otherwise.

The administrative structure shall indicate the organization of the activities of the school board and shall establish the distribution and level of responsibilities among the administrators required to administer such activities. The structure shall be set out in an organization chart showing the number of full-time and part-time administrator positions as well as the title, the classification and the ranking of each position.

The administrative structure shall be adopted by resolution of the council of commissioners of the school board and shall remain in force until such time as it may be amended by resolution of the council.

129. Any change in the administrative structure shall be the object of consultation by the association of administrators in the same manner as that prescribed for the management policy defined in section 196.

CHAPTER 2

STABILITY OF EMPLOYMENT

130. This chapter applies to a surplus of administrators resulting from the abolishment of administrator positions.

131. An administrator's failure or refusal to comply with an obligation prescribed in sections 144 and 161 shall be considered as a resignation, unless the administrator can justify it to the satisfaction of the Placement Bureau.

132. For the purposes of this chapter, "Placement Bureau" means the "Regional Placement Bureau" or the "Provincial Relocation Bureau".

133. The severance allowance prescribed in sections 147 to 153 applies to the administrator who is considered as having resigned following the application of section 131.

DIVISION 1

PRELIMINARIES TO PLACEMENT ON AVAILABILITY

134. Where there is a surplus of administrators following the abolishment of an administrator position, the school board shall notify the associations of administrators and shall consult them on measures that could be taken to readjust staff numbers before placing staff on availability.

135. The school board shall consider in particular the possibilities for retirement, leaves with or without pay, leaves for professional improvement, loans of service, replacement of staff on disability leave, movement of personnel and other measures designed to defer any surplus of administrators or to readjust its staff numbers.

In the case of a movement of personnel resulting from the application of this section, section 164 applies to an administrator, where applicable.

136. Where the surplus of administrators cannot be eliminated through the application of sections 134 and 135, the school board shall lay off an administrator with less than two years of continuous service in the school board prior to the effective date of surplus, unless the said vacant position cannot be filled from among the other senior staff members so as to readjust staff numbers.

Notwithstanding the first paragraph, an administrator with less than two years of continuous service in the school board as a result of relocation shall be deemed to have completed two years' continuous service in that school board.

137. The school board shall notify an administrator in writing at least 60 days prior to the date of layoff.

138. An administrator who is laid off as a result of a surplus may avail himself, at his request, of the services of the Placement Bureau for up to a year from the date of the layoff notice. Should the administrator be reengaged by his school board during the 12-month period following the date of his layoff, he shall continue to accumulate his years of service in the school board as of the date on which he is reengaged.

DIVISION 2 **PLACEMENT ON AVAILABILITY**

139. The school board shall place any surplus administrator on availability.

140. In such event, the school board shall draw up a list of administrators to be placed on availability for the following school year on the basis of criteria established by the school board after consultation with the association of administrators concerned.

141. The school board shall notify an administrator in writing at least 60 days before he is placed on availability.

142. A senior staff member may substitute himself for an administrator who is on the list of persons to be placed on availability provided the school board agrees to the substitution, which must be carried out within the time limit preceding the placement on availability.

DIVISION 3 **USE OF ADMINISTRATORS ON AVAILABILITY**

143. As of the date of his placement on availability and as long as he has not been reassigned or relocated, an administrator shall retain his classification. The administrator's salary, determined on the basis of the rules respecting salary review on the date of his placement on availability, shall be maintained throughout the period he is placed on availability.

Notwithstanding the preceding paragraph, an administrator temporarily assigned within the meaning of section 44 to a position where the maximum salary is equal to or more than the maximum of his former salary scale shall receive the remuneration specified in section 45 for the duration of temporary assignment.

144. An administrator on availability must accept any duty for which he is qualified in his school board or in another agency in the public or parapublic sector in

his administrative region under the terms of a loan of service agreed upon by his school board, the Placement Bureau and the agency concerned. The school board shall consult the administrator to this effect.

DIVISION 4 **MEASURES TO REDUCE SURPLUS OR PLACEMENT ON AVAILABILITY**

§1. Severance Allowance

145. An administrator on availability who resigns from his school board shall receive the severance allowance prescribed in sections 147 to 153.

146. The school board may grant the severance allowance prescribed in sections 147 to 153 to any other administrator who resigns from the school board, provided such resignation reduce the number of persons in surplus or on availability at the school board.

147. The severance allowance is equal to one month's salary for every year of service with the school board.

148. The severance allowance may not be more than six months' salary or less than two months' salary.

149. Notwithstanding sections 147 and 148, an administrator who has already received a severance allowance as a senior staff member or a senior executive may receive only the difference between the allowance already received and the amount of the new allowance calculated under this subdivision.

150. An amount equal to the first two months' salary shall be paid when an administrator leaves. Beginning with the third month, an administrator shall be entitled to the payment of one month's salary per month until the severance allowance is fully paid. Should the administrator be hired by an agency in the public or parapublic sector, severance allowance payments shall cease immediately.

151. The severance allowance does not include accumulated vacation or the amount resulting from reimbursement of sick-leave days.

152. An administrator who is eligible for a pension corresponding to 70% or more of his average pensionable salary shall not be entitled to a severance allowance.

153. An administrator who accepts a severance allowance shall forego the other provisions of this chapter.

§2. Preretirement Leave

154. An administrator placed on availability shall be entitled to the preretirement leave prescribed in this subdivision provided he applies for it and receives a pension under a retirement plan at the end of the preretirement leave, subject to section 157.

155. A school board may grant an administrator's request for preretirement leave prescribed in this subdivision provided that:

(1) such a measure must allow for a reduction in the number of persons in surplus or on availability in the school board;

(2) subject to section 157, the administrator must receive a pension under a retirement plan at the end of such leave.

156. The duration of the preretirement leave may not exceed one year.

157. Sick-leave days which may, in accordance with sections 100 to 104, be used for preretirement purposes are not included in the preretirement leave prescribed in section 156.

An administrator who is granted preretirement leave shall retain his right to the reimbursement of redeemable sick-leave days not used for preretirement purposes.

158. An administrator's accumulated vacation is not included in the preretirement leave.

159. During his preretirement leave, an administrator shall be entitled to the benefits prescribed by this Regulation, except for the salary insurance plan, premiums for regional disparities, parental rights and vacation, provided such benefits are compatible with the nature of the leave.

160. By accepting preretirement leave, an administrator shall be deemed to have resigned at the end of the leave, and the provisions of subdivision 1 do not apply.

§3. Relocation of Administrators on Availability

161. An administrator on availability shall be required to comply with the following:

(1) to accept any available senior staff or manager position for which he is qualified in his school board;

(2) to accept any available teaching or professional position or support staff position in the case of a manager for which he is qualified in his school board. The school board shall consult the administrator in this regard;

(3) to accept, within 15 days of receipt, any employment offer for a position of senior staff or manager for which he is qualified in another agency in the education sector in his administrative region; such an offer shall be forwarded to the administrator by registered or certified mail;

(4) at the end of his first year of placement on availability, to accept, within 15 days of receipt, any employment offer for a teaching or professional position or support staff position in the case of a manager for which he is qualified in another agency in the education sector in his administrative region; such an offer shall be forwarded to the administrator by registered or certified mail;

(5) at the end of his second year of placement on availability, to accept, within 15 days of receipt, any employment offer for a position of senior staff or manager for which he is qualified in another agency in the education sector, except for one in the three administrative regions located the farthest away from his place of work as determined by the Placement Bureau; such an offer shall be forwarded to the administrator by registered or certified mail;

(6) at the request of the Placement Bureau, to be present at a selection interview for the purposes of his relocation in accordance with paragraphs 3, 4 and 5; the request shall be forwarded to the administrator by registered or certified mail. In this case, the administrator's expenses shall be reimbursed by his school board according to its policy in effect.

The school board shall interview every administrator on availability referred by the Placement Bureau.

162. As of the date an administrator is placed on availability, the school board shall assign him to the first available position of senior staff or manager or, failing which, teaching or professional position or support staff position in the case of a manager for which he is qualified.

163. Unless there are provisions to the contrary, an administrator assigned to a teaching, professional or support staff position shall no longer be governed by this Regulation.

164. The salary readjustment procedure outlined in sections 49 to 51 applies to an administrator on availability assigned to another senior staff position or to a teaching, professional or support staff position, as the case may be, where his new salary is less than that he was receiving while on availability, without taking into account the two-year limit prescribed in section 51.

165. The provisions concerning banks of sick-leave days in sections 97 to 104 apply to the administrator assigned to a teaching, professional or support staff position in his school board.

166. An administrator relocated to a position of senior staff or manager or to a teaching, professional or support staff position in another agency in the education sector shall be reimbursed for his bank of redeemable sick-leave days by the school board he is leaving. Moreover, an administrator's bank of nonredeemable sick-leave days shall also be transferred with him and the provisions concerning banks of nonredeemable sick-leave days in sections 100 to 104 shall continue to apply.

167. An administrator who, following the school board's evaluation of his performance, is nonreengaged either during or at the end of the school year in which he is relocated shall return to the school board that placed him on availability, and Divisions 3 and 4 of this chapter apply. In such event, the total period on availability prior to relocation shall be taken into account when applying section 161.

168. An administrator covered by section 162 or 166 shall continue to accumulate his years of service for annual vacation purposes.

169. The provisions concerning moving expenses in Schedule 6 apply to an administrator who is relocated to another agency in the education sector under paragraphs 3 to 5 of section 161.

170. An administrator on availability who, at the request of the Placement Bureau, agrees to be relocated to another administrative region during his first two years of placement on availability shall receive an allowance equal to 2 months' salary from the school board he is leaving. However, an allowance equal to four months' salary shall be paid to an administrator on availability who accepts to be relocated to one of the three administrative regions the farthest away from his place of work as determined by the Placement Bureau. Moreover, sections 166 to 169 apply to the administrator.

CHAPTER 3 RIGHT OF APPEAL

171. In this chapter, the following expressions mean:

“dismissal”: the termination of the employment relationship of an administrator by a school board at any time, in particular for reasons of incapacity, negligence, insubordination, misconduct, immoral behaviour or incompetence;

“nonreengagement”: the termination of the employment relationship of an administrator by a school board at the end of his employment, when the term is specified;

“termination of employment”: the termination of the employment relationship of an administrator by a school board during the course of that employment, when the term is not specified.

172. In this chapter, the expression “association of administrators” means an administrator where the latter is not a member of an association of administrators and the expression “working days” means the days from Monday to Friday inclusive, excluding paid legal holidays and days during the month of July.

DIVISION 1 LOCAL COMMITTEE

173. This division applies to an administrator whose complaint is related to the application or interpretation of this Regulation.

Notwithstanding the first paragraph, this division does not apply to an administrator on probation whose complaint is related to movement of personnel.

Moreover, in the case of a complaint related to the movement of personnel or termination of the employment relationship, it may or may not be submitted to the local committee.

174. An administrator shall have 20 working days after the fact or his awareness of the fact giving rise to the complaint in which to submit the complaint to his association.

175. The association of administrators shall have 20 working days after it receives the complaint in which to request in writing a meeting of the representatives appointed by the school board and the association of administrators in order to study the complaint; the meeting must be held no later than 20 working days after the school board receives the request.

The administrator concerned may, if he so requests, attend the meeting.

The request of the association of administrators must contain the names of its representatives, a statement of the facts giving rise to the complaint and the required corrective measure(s), the foregoing without prejudice.

176. Within 20 working days after the meeting is held, the school board shall inform the administrator in writing of its decision concerning the administrator's complaint and the reasons therefor, and shall forward a copy to the association of administrators.

DIVISION 2 APPEALS COMMITTEE

177. This division applies in the following cases :

(1) where an administrator is not satisfied with the school board's decision under section 176 or where the school board does not make its decision known within the time limit prescribed in section 176 concerning a complaint dealing with the implementation or interpretation of this Regulation ; in which case, an administrator shall have 20 working days after receiving the school board's decision or the expiry of the time limit prescribed in section 176 in which to submit his complaint in writing through his association ;

(2) where an administrator, except for an administrator on probation, wishes to contest his dismissal, non-engagement, suspension without pay, termination of employment or assignment to another senior staff position or to a teaching, professional or support staff position ; in which case, an administrator shall have 20 working days after receiving the school board's written notice in which to submit his complaint in writing through his association.

However, this division applies to a regular full-time administrator who has completed the probation period as such and who is undergoing a probation period as a regular part-time administrator.

Notwithstanding the first paragraph of paragraph 2 of this section, this division applies to an administrator who is laid off under section 136 and whose complaint deals with the application of that section with respect to the condition of two years of service in the school board or of section 137 concerning the 60-day notice.

The notice of complaint must contain the name of the administrator concerned, a statement of the facts giving rise to the complaint and the required corrective measure(s), the foregoing without prejudice.

178. The complaint must be forwarded to the first chairman of the Appeals Committee, with a copy to the school board and to the federation of employers concerned and must contain the name of the representative designated by the association of administrators concerned. The address of the first chairman of the Appeals Committee is :

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

179. The Appeals Committee shall be composed of a chairman, a representative of the association of administrators and a representative of the federation of employers concerned. The latter shall forward the name of its representative in writing to the first chairman of the Appeals Committee and to the administrator's representative within 15 working days of the date on which it receives a copy of the complaint.

180. The two representatives shall have 20 working days of the date on which the administrator's representative receives a copy of the school board's notice prescribed in section 179 in which to designate a chairman who, with the two representatives, shall form the Appeals Committee.

Failing agreement on the choice of a chairman within the time limit prescribed in the preceding paragraph, no later than 15 working days of the expiry of the time limit, the first chairman of the Appeals Committee shall appoint the chairman from a list of chairmen approved by the Comité consultatif des administrateurs.

181. The first chairman of the Appeals Committee shall be chosen by the Comité consultatif des administrateurs.

182. The Appeals Committee shall summon the parties as soon as possible to study the complaint that was submitted to it, but no later than 20 working days of the appointment of the chairman of the Appeals Committee and shall proceed in the manner it determines, subject to the following provisions :

(1) where a complaint deals with a provision of paragraph 2 of section 177, prior to the study of the case by the Appeals Committee, a preparatory session shall be held, the date of which is set by the chairman of the Appeals Committee after consultation with the two representatives, during which the parties present and discuss with the chairman the following elements without prejudice :

- the list of documents to be tabled ;
- the number of witnesses ;

- the anticipated duration of the evidence;
- the admissions;
- the preliminary objections;
- the methods to be used to expedite the hearing and to render it more effective;
- any other issue determined by the chairman;

(2) subject to section 183, the hearings of the Appeals Committee shall begin with a brief presentation by each of the parties dealing with the following elements:

- summary of the facts as perceived by each party;
- summary of the contentious issue or issues;
- summary of each party's claims;
- summary of each party's demands;

(3) the chairman of the Appeals Committee shall forward a notice to the records office of the Comités de recours et d'appel no later than 20 working days prior to the hearing date of the Appeals Committee, confirming the date of the latter.

183. The Appeals Committee shall verify whether the complaint is admissible and shall dispose of any preliminary objections.

184. The association of administrators concerned, the federation of employers concerned and the Minister may, individually or collectively, intervene and make any representation that they deem appropriate to the Appeals Committee.

185. Where the complaint referred to in paragraph 1 of section 177 deals with the application or interpretation of the following provisions of this Regulation, the Appeals Committee shall determine whether the school board's decision complies with the provisions of the Regulation:

- (1) Title 1: Chapter 1, sections 1 to 3, Chapter 3;
- (2) Title 2: Chapter 2, except section 130, Chapters 3 and 5;
- (3) Schedule 4, except section 1, Schedules 5 and 6, Schedule 7, except section 1, Schedules 8, 9 and 11.

Where the Appeals Committee determines that the decision does not comply with the provisions of this Regulation, it may change the decision wholly or in part.

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

Decisions of the Appeals Committee must be unanimous or by a majority and must include the reasons therefor; any member who disagrees with a decision or part of it may make a separate report.

The decision of the committee shall be conveyed to the parties within 30 working days from the date of the end of the hearing. However, the decision shall not be void if it is conveyed after the period prescribed.

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

Decisions of the Appeals Committee are final, executory and bind the parties.

186. Where the complaint referred to in paragraph 1 of section 177 deals with the application or interpretation of the provisions of this Regulation, other than those mentioned in section 185, the Appeals Committee shall study the complaint, carry out its investigation, if need be, and shall forward its recommendations to the parties.

The recommendations of the Appeals Committee must be unanimous or by a majority and must include the reasons therefor.

The recommendations of the Appeals Committee shall be conveyed to the parties within 30 working days from the date of the end of the hearing. However, a decision shall not be void if it is conveyed after the period prescribed.

The school board shall inform the administrator concerned of its decision and the reasons therefor in writing within 20 working days after it receives the Appeals Committee's recommendations. A copy of the decision shall be forwarded to the Appeals Committee members and to the first chairman of the Appeals Committee.

187. Where a complaint deals with an administrator's dismissal, nonreengagement, suspension without pay, termination of employment or assignment to another senior staff position or to a teaching, professional or support staff position, the Appeals Committee shall determine whether the reasons underlying the school board's decision are fair and sufficient.

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

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

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

Where no agreement has been reached at the expiry of the time limit prescribed in the third paragraph, the Appeals Committee shall determine, if need be, the amount of compensation for the actual loss of salary incurred and may :

A) In the case of a dismissal, nonreengagement, termination of employment or assignment to another position :

(1) order the school board to reinstate the administrator in a senior staff position, except for a manager position, in the case of a senior staff member or, in the case of a manager, in a manager position, as determined by the school board.

However, an administrator whose salary in his new position is less than that of his former classification shall receive the progressive salary according to his former classification ;

(2) order the school board to reinstate the administrator in a position for which he is qualified as determined by the school board. Moreover, the Appeals Committee may order the school board to apply the salary readjustment procedure outlined in sections 49 to 51, without taking into account the two-year limit prescribed in section 51 ;

(3) order the school board to pay the administrator a compensation for damages equal to two months' salary for every year of service in a senior staff position ; the compensation may not be less than three months' salary or more than 12 months' salary.

B) In the case of a suspension without pay :

(1) order the reimbursement of salary and fringe benefits.

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

The school board shall carry out the Appeals Committee's decision within 20 working days of the date on which the decision was conveyed to it.

Decisions of the Appeals Committee must be unanimous or by a majority and must include the reasons therefor ; any member who disagrees with the decision or part of it may make a separate report.

Decisions of the Appeals Committee are final and bind the school board and the administrator.

Notwithstanding the preceding paragraph, an administrator may refuse to have the provisions of paragraph 1 or 2 of this section applied to him within a period not exceeding 10 working days of the Appeals Committee's decision. In such a case, an administrator shall be deemed to have resigned and shall receive compensation for damages prescribed in this section in addition to the compensation set by the Appeals Committee for actual loss of salary.

188. The fees and expenses incurred by the chairman of the Appeals Committee shall be paid by the Minister.

Notwithstanding the preceding paragraph, in the case of the cancellation or deferral of a preparatory session or a hearing date served, by telephone or in writing, to the chairman of the Appeals Committee less than 15 working days prior to the date set, the honoraria and, where applicable, expenses of the chairman of the Appeals Committee shall be reimbursed by the party or parties initiating the request, either the association of administrators or the school board concerned.

189. The fees and expenses incurred by the other two members of the Appeals Committee shall be paid by the parties they represent.

190. An administrator who is dismissed, nonreengaged, suspended without pay or whose employment is terminated and who submits a complaint to the Appeals Committee shall continue to participate in the uniform life insurance plan. Moreover, he shall continue to participate in the compulsory basic health and accident insurance plan by paying his contribution and that of the school board and may also continue to participate in the other insured plans according to the provisions prescribed by the master policy until such time as the Appeals Committee renders its decision or the parties reach a settlement, provided a written request to this effect is forwarded to the insurance company concerned within 90 days of the date on which he is dismissed,

nonreengaged, suspended without pay or his employment is terminated. An administrator who continues to participate in all of the insured plans shall also continue to participate in the survivor's pension plan by paying the premium determined by the Conseil du trésor to cover the cost of the plan.

In the event of a decision rendered by the Appeals Committee in favour of the administrator or a settlement reached by the parties, the administrator shall be entitled to the reimbursement of the contribution normally paid by the school board for the insured plans and the premium paid to cover his continued participation in the survivor's pension plan, retroactively to the date of his dismissal, nonreengagement, suspension without pay or termination of employment and, should the administrator be reinstated, any total disability that began since that date shall then be recognized.

191. Notwithstanding the provisions of this division, in the case of a complaint referred to in paragraph 1 or 2 of section 177, the parties may opt for an Appeals Committee composed solely of a chairman. In such a case, they shall jointly inform the first chairman of the Appeals Committee within 10 working days of the date on which the school board receives a copy of the request to be heard submitted to the Appeals Committee and the term "representatives" mentioned in section 180 shall then be replaced by the term "parties".

192. At any time, the school board and the administrator may reach an agreement to settle the dispute with respect to a complaint submitted under this chapter. The agreement may deal with any of the elements outlined in section 187.

DIVISION 3 TIME LIMITS

193. In special cases, the time limits prescribed in this chapter may be changed by written agreement between the parties.

CHAPTER 4 MANAGEMENT POLICY

194. The school board must adopt, by resolution, a management policy concerning its administrators.

195. The management policy deals, in particular, with consultation and participation, administrative organization, job descriptions and eligibility criteria, classification, employment plan and benefits, payment of salary, the local professional improvement plan for administrators and a recourse procedure for any problem arising between an administrator and a school board with regard to the

application and interpretation of the management policy or a disciplinary measure, other than a suspension without pay.

196. In drawing up its management policy concerning its administrators, a school board shall take into account the provisions of this Regulation and shall consult with its administrators in accordance with the following provisions:

(1) in the case of administrators belonging to an association of administrators, the school board shall recognize the association for consultative purposes in the preparation and application of its management policy;

(2) the procedures for such recognition and the role of the association of administrators in the consultative process shall be determined by the school board and the association of administrators.

CHAPTER 5 OTHER CONDITIONS OF EMPLOYMENT

DIVISION 1 ANNUAL VACATION

197. The school board shall draw up an annual vacation plan for administrators in the management policy.

198. Notwithstanding section 197, in the case of a disability of more than six cumulative months during the preceding school year, the number of days of vacation determined under section 197 shall be reduced proportionately to the number of working days during which the administrator was not entitled to his salary. The period of disability following a work accident shall not be considered as an absence without pay for the purposes of this section.

199. Vacation shall be acquired at the end of each school year.

200. The vacation of a teacher assigned on a regular basis to a position of administrator shall be determined proportionately to the number of months worked as such during the school year of his assignment, regardless of the date on which he assumed his duties.

201. For any part of a year of employment, vacation shall be calculated proportionately to the number of months worked in relation to the preceding school year.

202. Vacation shall not be redeemable unless the administrator leaves the school board. In such a case, an administrator unable to take all or part of his acquired

vacation shall receive a vacation allowance prorated to the duration of employment in the school year prior to his departure.

203. The allowance prescribed in section 202 shall be calculated on the basis of 1/260 of the annual salary for each day of vacation not taken.

TITLE 3 PROVISIONS APPLICABLE TO SENIOR STAFF IN A SCHOOL AND SENIOR STAFF IN A CENTRE

CHAPTER 1 SENIOR STAFF POSITIONS IN A SCHOOL

DIVISION 1 FULL-TIME SENIOR STAFF POSITIONS IN A SCHOOL

204. The positions of senior staff in a school shall be determined by the school board. These positions shall be determined in accordance with Schedule 15 of this Regulation.

205. The school board shall distribute the positions determined under the preceding article in its schools.

206. A senior staff member in a school may be released completely from his duties to be assigned to preparatory and organizational tasks required for the opening of a new school in the coming school year. In such a case, the provisions of Division 1 of Chapter 3 of Title 1 apply.

DIVISION 2 PART-TIME SENIOR STAFF POSITIONS IN A SCHOOL

207. A school board may convert full-time positions, determined under Schedule 15, into part-time positions. The school board shall consult with its senior staff of schools for that purpose in accordance with the procedures prescribed in section 277.

CHAPTER 2 ADMINISTRATIVE STRUCTURE CONCERNING SENIOR STAFF POSITIONS IN A CENTRE

208. The school board shall determine its administrative structure for senior staff in a centre. The school board shall consult the association of senior staff of centres in the same manner as that determined for the management policy defined in section 277. The consultation must be held no less than 30 days before the administrative structure is adopted, unless the school board and the association agree otherwise.

The administrative structure specifies the nature of the activities carried out in the centres under the responsibility of the school board. The structure shall be set out in an organization chart illustrating the number of full-time and part-time positions of senior staff in a centre as well as the title, classification and ranking of each position.

The administrative structure shall be adopted by resolution of the council of commissioners of the school board and shall remain in force until such time as it is amended by resolution of the council.

209. Any change in the administrative structure shall be the object of consultation by the association of senior staff of centres in the same manner as that determined for the management policy defined in section 277.

CHAPTER 3 STABILITY OF EMPLOYMENT

210. This chapter applies to a surplus of senior staff in a school or centre resulting from the abolishment of senior staff positions in a school or centre.

211. Failure or refusal on the part of a senior staff member in a school or centre to comply with an obligation prescribed in sections 224 and 242 shall be considered as a resignation, unless the senior staff member in a school or centre can justify it to the satisfaction of the Placement Bureau.

212. For the purposes of this chapter, “Placement Bureau” means the Regional Placement Bureau or the Provincial Relocation Bureau.

213. The severance allowance prescribed in sections 227 to 233 applies to the senior staff member in a school or centre who is considered as having resigned following the application of section 211.

DIVISION 1 PRELIMINARIES TO PLACEMENT ON AVAILABILITY

214. Where there is a surplus of senior staff in a school or centre as a result of the abolishment of a senior staff position in a school or centre, the school board shall notify the associations of senior staff of schools or centres and shall consult them on measures that could be taken to readjust staff numbers before placing staff on availability.

215. The school board shall consider, in particular, the possibilities for retirement, leaves with or without pay, leaves for professional improvement, loans of service,

replacement of staff on disability leave, movement of personnel and other measures designed to defer any surplus of senior staff in a school or centre or to readjust its staff numbers.

In the case of a movement of personnel resulting from the application of this section, section 245 applies to a senior staff member in a school or centre, where applicable.

216. Where the surplus of senior staff in a school or centre cannot be eliminated under sections 214 and 215, the school board shall lay off a senior staff member in a school or centre with less than two years of continuous service in the school board prior to the effective date of surplus, except if the said vacant position cannot be filled from among the other senior staff members so as to readjust staff numbers.

Notwithstanding the first paragraph, a senior staff member in a school or centre with less than two years of continuous service in the school board as a result of relocation shall be deemed to have completed two years' continuous service in that school board.

217. The school board shall notify a senior staff member in a school or centre in writing at least 60 days prior to the date of layoff.

218. A senior staff member in a school or centre who is laid off as a result of a surplus may avail himself, at his request, of the services of the Placement Bureau for up to a year from the date of the layoff notice. Should a senior staff member in a school or centre be reengaged by his school board during the 12-month period following the date of his layoff, he shall continue to accumulate his years of service in the school board as of the date on which he is reengaged.

DIVISION 2 PLACEMENT ON AVAILABILITY

219. The school board shall place any surplus senior staff in a school or centre on availability.

220. In such an event, the school board shall draw up a list of senior staff in a school or centre to be placed on availability for the following school year on the basis of criteria established after consultation with the association concerned.

221. The school board shall notify a senior staff member in a school or centre in writing at least 60 days before he is placed on availability.

222. A senior staff member may substitute himself for a senior staff member in a school or centre who is on the list of persons to be placed on availability provided the school board agrees to the substitution, which must be carried out within the time limit preceding the placement on availability.

DIVISION 3 USE OF SENIOR STAFF IN A SCHOOL OR CENTRE ON AVAILABILITY

223. As of the date on which a senior staff member in a school or centre is placed on availability and as long as he has not been assigned or relocated, he shall retain his classification. The salary of the senior staff member in a school or centre, determined on the basis of the rules respecting salary review on the date of his placement on availability, shall be maintained while he is on availability.

Notwithstanding the preceding paragraph, a senior staff member in a school or centre assigned temporarily, within the meaning of section 44, to a position where the maximum salary is equal to or more than the maximum of his former salary scale shall receive the remuneration specified in section 45 for the duration of temporary assignment.

224. A senior staff member in a school or centre on availability must accept any duty for which he is qualified in his school board or in another agency in the public or parapublic sector in his administrative region under the terms of a loan of service agreed upon by his school board, the Placement Bureau and the agency concerned. The school board shall consult the senior staff member in a school or centre in this regard.

DIVISION 4 MEASURES TO REDUCE SURPLUS OR PLACEMENT ON AVAILABILITY

§1. Severance Allowance

225. A senior staff member in a school or centre who is on availability and who resigns from his school board shall receive the severance allowance prescribed in sections 227 to 233.

226. The school board may grant the severance allowance prescribed in sections 227 to 233 to any other senior staff member in a school or centre who resigns from the school board, provided that it reduces the number of persons in surplus or on availability at the school board.

227. The severance allowance is equal to one month's salary for every year of service with the school board.

228. The severance allowance may not be more than six months' salary or less than two months' salary.

229. Notwithstanding sections 227 and 228, a senior staff member in a school or centre who has already received a severance allowance in a senior staff or senior executive position may receive only the difference between the allowance already received and the amount of the new allowance determined under this subdivision.

230. An amount equal to the first two months' salary shall be paid when a senior staff member in a school or centre leaves. Beginning with the third month, a senior staff member in a school or centre shall be entitled to the payment of one month's salary per month until the severance allowance is fully paid. Should the senior staff member in a school or centre be hired by an agency in the public or parapublic sector, severance allowance payments shall cease immediately.

231. A severance allowance does not include accumulated vacation or the amount resulting from the reimbursement of sick-leave days.

232. A senior staff member in a school or centre who is eligible for a pension corresponding to 70% or more of his average pensionable salary shall not be entitled to a severance allowance.

233. A senior staff member in a school or centre who accepts a severance allowance shall forego the other provisions of this chapter.

§2. Preretirement Leave

234. A senior staff member in a school or centre placed on availability shall be entitled to the preretirement leave prescribed in this subdivision provided that he apply for it and receive a pension under a retirement plan at the end of the preretirement leave, subject to section 237.

235. A school board may grant, at the request of a senior staff member in a school or centre, a preretirement leave prescribed in this subdivision provided that:

(1) such a measure must allow for a reduction in the number of persons in surplus or on availability in the school board;

(2) subject to section 237, a senior staff member in a school or centre must receive a pension under a retirement plan at the end of such a leave.

236. The duration of the preretirement leave may not exceed one year.

237. Sick-leave days which may be used for preretirement purposes under sections 100 to 104 are not included in the preretirement leave prescribed in section 236.

238. A senior staff member in a school or centre who is granted preretirement leave shall retain his right to the reimbursement of redeemable sick-leave days not used for preretirement purposes.

239. The accumulated vacation of a senior staff member in a school or centre is not included in the preretirement leave.

240. During his preretirement leave, a senior staff member in a school or centre shall be entitled to the benefits prescribed by this Regulation, except for the salary insurance plan, premiums for regional disparities, parental rights and vacation, provided such benefits are compatible with the nature of the leave.

241. By accepting preretirement leave, a senior staff member in a school or centre shall be deemed to have resigned at the end of the leave, and the provisions of subdivision 1 do not apply.

§3. Relocation of Senior Staff in a School or Centre on Availability

242. A senior staff member in a school or centre who is on availability shall be required to comply with the following:

(1) accept any available senior staff or manager position in his school board for which he is qualified;

(2) accept any available teaching or professional position in his school board for which he is qualified. The school board shall consult the senior staff member in a school or centre in this regard;

(3) accept, within 15 days of receipt, any employment offer for a position of senior staff or manager in another agency in the education sector in his administrative region for which he is qualified; such an offer shall be forwarded to a senior staff member in a school or centre by registered or certified mail;

(4) at the end of his first year of placement on availability, accept, within 15 days of receipt, any employment offer for a teaching or professional position in another agency in the education sector in his administrative region.

tive region for which he is qualified; such an offer shall be forwarded to a senior staff member in a school or centre by registered or certified mail;

(5) at the end of his second year of placement on availability, accept, within 15 days of receipt, any employment offer for a position of senior staff or manager for which he is qualified in another agency in the education sector, except for one in the three administrative regions located the farthest away from his place of work as determined by the Placement Bureau; such an offer shall be forwarded to a senior staff member in a school or centre by registered or certified mail;

(6) at the request of the Placement Bureau, be present at a selection interview for the purposes of his relocation in accordance with paragraphs 3, 4 and 5; such a request shall be forwarded to a senior staff by registered or certified mail. In this case, the expenses of the senior staff member in a school or centre shall be reimbursed by his school board according to its policy in effect.

The school board shall interview every senior staff member in a school or centre on availability referred by the Placement Bureau.

243. Starting on the date on which a senior staff member in a school or centre is placed on availability, the school board shall assign him to the first available senior staff or manager position or, failing which, teaching or professional position for which he is qualified.

244. Unless there are provisions to the contrary, a senior staff member in a school or centre assigned to a teaching or professional position shall no longer be governed by this Regulation.

245. The salary readjustment procedure outlined in sections 49 to 51 applies to a senior staff member on availability in a school or centre assigned to a new position where his new salary is less than that he was receiving while on availability, without taking into account the two-year limit prescribed in section 51.

246. The provisions concerning banks of sick-leave days in sections 100 to 104 apply to a senior staff member in a school or centre assigned to a teaching or professional position in his school board.

247. A senior staff member in a school or centre assigned to a teaching or professional position shall be registered on an eligibility list of the school board for a maximum period of one year as of the date of assignment, with priority for the same position in the same class or in a lower class or for a senior staff position in a school or centre of a lower level.

248. A senior staff member in a school or centre relocated to a position of senior staff or manager or to a teaching or professional position in another agency in the education sector shall be reimbursed by the school board he is leaving for his bank of redeemable sick-leave days. Moreover, the bank of nonredeemable sick-leave days of a senior staff member in a school or centre shall also be transferred with him and the provisions concerning banks of nonredeemable sick-leave days in sections 100 to 104 shall continue to apply.

249. A senior staff member in a school or centre who, following the school board's evaluation of his performance, is nonreengaged either during or at the end of the school year in which he is relocated shall return to the school board that placed him on availability, and Divisions 3 and 4 apply. In such an event, the period on availability prior to relocation shall be taken into account when applying section 242.

250. A senior staff member in a school or centre covered by section 244 or 248 shall continue to accumulate his years of service for annual vacation purposes.

251. The moving expenses prescribed in Schedule 6 apply to a senior staff member in a school or centre relocated to another agency in the education sector under paragraphs 3 to 5 of section 242.

252. A senior staff member on availability in a school or centre who, at the request of the Placement Bureau, agrees to be relocated to another administrative region during the first two years during which he is placed on availability shall receive an allowance equal to 2 months' salary from the school board he is leaving. However, an allowance equal to four months' salary shall be paid to a senior staff member on availability who accepts to be relocated to one of the three administrative regions the farthest away from his place of work as determined by the Placement Bureau. Moreover, sections 248 to 251 apply.

CHAPTER 4 RIGHT OF APPEAL

253. In this chapter,

“association” means the association of senior staff of schools or the association of senior staff of centres to which a senior staff member in a centre or a senior staff member in a school belongs or a senior staff member himself when the latter is not a member of an association of senior staff of schools or an association of senior staff of centres;

“dismissal” means the termination of the employment relationship of a senior staff member in a school or centre by a school board at any time, in particular for reasons of incapacity, negligence, insubordination, misconduct, immoral behaviour or incompetence;

“working days” means the days from Monday to Friday inclusive, excluding paid legal holidays and days during the month of July;

“nonreengagement” means the termination of the employment relationship of a senior staff member in a school or centre by a school board at the end of his employment, when the term is specified;

“termination of employment” means the termination of the employment relationship of a senior staff member in a school or centre by a school board during the course of that employment, when the term is not specified.

DIVISION 1 **LOCAL COMMITTEE**

254. This division applies to a senior staff member in a school or centre whose complaint deals with the application or interpretation of this Regulation.

Notwithstanding the first paragraph, this division does not apply to a senior staff member on probation whose complaint is related to movement of personnel.

Moreover, in the case of a complaint related to the movement of personnel or termination of the employment relationship, it may or may not be submitted to the local committee.

255. A senior staff member in a school or centre shall have 20 working days after the fact or his awareness of the fact giving rise to the complaint in which to submit the complaint to his association.

256. The association of senior staff of schools or the association of senior staff of centres shall have 20 working days after it receives the complaint in which to request in writing a meeting of the representatives appointed by the school board and the association of senior staff of schools or the association of senior staff of centres in order to study the complaint; the meeting must be held no later than 20 working days after the school board receives the request.

The senior staff member in a school or centre concerned may, if he so requests, attend the meeting.

The request of the association of senior staff of schools or the association of senior staff of centres must contain the names of its representatives, a statement of the facts giving rise to the complaint and the required corrective measure or measures, the foregoing without prejudice.

257. Within 20 working days after the meeting is held, the school board shall inform the senior staff member in a school or centre in writing of its decision concerning the complaint and the reasons therefor, and shall forward a copy to the association of senior staff of schools or the association of senior staff of centres.

DIVISION 2 **APPEALS COMMITTEE**

258. This division applies in the following cases:

(1) where a senior staff member in a school or centre is not satisfied with the school board’s decision under section 257 or where the school board does not make its decision known within the time limit prescribed in section 257 concerning a complaint dealing with the application or interpretation of this Regulation; in which case, a senior staff member in a school or centre shall have 20 working days after receiving the school board’s decision or the expiry of the time limit prescribed in section 257 in which to submit his complaint in writing through his association;

(2) where a senior staff member in a school or centre, except for a senior staff member in a school or centre on probation, wishes to contest his dismissal, nonreengagement, suspension without pay, termination of employment or assignment to another senior position or to a teaching, professional or support staff position; in which case, a senior staff member in a school or centre shall have 20 working days after he receives the school board’s written notice in which to submit his complaint in writing through his association.

However, this division applies to a regular full-time senior staff member in a school or centre who has completed the probation period as such and who is undergoing a probation period as a regular part-time senior staff member in a school or centre.

Notwithstanding the first paragraph of paragraph 2 of this section, this division applies to the senior staff member in a school or centre laid off under section 216 and whose complaint deals with the application of that section with respect to the condition of two years of service in the school board or of section 217 concerning the 60-day notice.

The notice of complaint must contain the name of the senior staff member in a school or centre concerned, a statement of the facts giving rise to the complaint and the required corrective measure or measures, the foregoing without prejudice.

259. The complaint must be forwarded to the first chairman of the Appeals Committee, with a copy to the school board and to the federation of employers concerned, and must contain the name of the representative designated by the association of senior staff of schools or the association of senior staff of centres concerned. The address of the first chairman of the Appeals Committee is:

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

260. The Appeals Committee shall be composed of a chairman, a representative of the association of senior staff of schools or the association of senior staff of centres and a representative of the federation of employers concerned. The latter shall forward in writing the name of its representative to the first chairman of the Appeals Committee and to the representative of the senior staff member in a school or centre within 15 working days of the date on which it receives a copy of the complaint.

261. The two representatives shall have 20 working days after the date on which the representative of the senior staff member in a school or centre receives a copy of the school board's notice prescribed in section 260 in which to designate a chairman who, with the two representatives, shall form the Appeals Committee.

Failing agreement on the choice of a chairman within the time limit prescribed in the preceding paragraph and no later than 15 working days from the expiry of that time limit, the first chairman of the Appeals Committee shall appoint the chairman from a list of chairmen approved by the Comité du personnel de direction d'école or the Comité du personnel de direction de centre.

262. The first chairman of the Appeals Committee shall be chosen by the School Administration Personnel Committee or the Centre Administration Personnel Committee.

263. The Appeals Committee shall summon the parties as soon as possible to study the complaint that was submitted to it, but no later than 20 working days following the appointment of the chairman of the Appeals Committee and shall proceed in the manner it determines, subject to the following provisions:

(1) where a complaint deals with a provision of paragraph 2 of section 258, prior to the study of the case by the Appeals Committee, a preparatory session shall be held, the date of which is set by the chairman of the Appeals Committee after consulting the two representatives, during which the parties present and discuss the following elements:

- the anticipated duration of the evidence;
- the list of documents to be tabled;
- the number of witnesses;
- the admissions;
- the preliminary objections;
- the methods to be used to expedite the hearing and to render it more effective;
- any other issue determined by the chairman;

(2) subject to section 264, the hearings of the Appeals Committee shall begin with a brief presentation by each of the parties or their representative on the following elements:

- summary of the facts as perceived by each party;
- summary of the contentious issue or issues;
- summary of each party's claims;
- summary of each party's demands;

(3) the chairman of the Appeals Committee shall forward a notice to the records office of the Comités de recours et d'appel no later than 20 working days prior to the hearing date of the Appeals Committee, confirming the date of the latter.

264. The Appeals Committee shall verify whether the complaint is admissible and shall dispose of any preliminary objections, where applicable.

265. The association of senior staff of schools or the association of senior staff of centres concerned, the federation of employers concerned and the Minister may, individually or collectively, intervene and make any representation that they deem appropriate to the Appeals Committee.

266. Where the complaint referred to in paragraph 1 of section 258 deals with the application or interpretation of the following provisions of this Regulation, the Appeals Committee shall determine whether the school board's decision complies with the provisions of the Regulation:

- (1) Title 1: Chapter 1, sections 1 to 3, Chapter 3;
- (2) Title 3: Chapter 3, except section 210, Chapters 4 and 6;

(3) Schedule 4, except section 1, Schedules 5 and 6, Schedule 7, except section 1, Schedules 8 and 9 and Schedules 11 and 12.

Where the Appeals Committee determines that the decision does not comply with the provisions of this Regulation, it may change the decision wholly or in part.

The decision of the Appeals Committee shall not have the effect of modifying, adding to or subtracting from the provisions of this Regulation.

Decisions of the Appeals Committee must be unanimous or by a majority and must include the reasons therefor; any member who disagrees with the decision or part of it may make a separate report.

The decision of the Appeals Committee shall be conveyed to the parties within 20 working days from the date of the end of the hearing. However, a decision shall not be void if it is conveyed after the period prescribed.

The school board shall carry out the decisions of the Appeals Committee within 20 working days of the date on which it was conveyed to it.

Decisions of the Appeals Committee are final, executory and bind the parties.

267. Where the complaint referred to in paragraph 1 of section 258 deals with the application or interpretation of the provisions of this Regulation, other than those mentioned in section 266, the Appeals Committee shall study the complaint, carry out its investigation, if need be, and shall forward its recommendations to the parties.

Recommendations of the Appeals Committee must be unanimous or by a majority and must include the reasons therefor.

Recommendations of the Appeals Committee shall be conveyed to the parties within 30 working days from the date of the end of the hearing. However, a decision shall not be void if it is conveyed after the period prescribed.

The school board shall inform the senior staff member in a school or centre concerned of its decision and the reasons therefor in writing within 20 working days after it receives the Appeals Committee's recommendations. A copy of the decision shall be forwarded to the Appeals Committee members and to the first chairman of the Appeals Committee.

268. Where a complaint deals with a dismissal, nonreengagement, suspension without pay, cancellation of engagement of a senior staff member in a school or centre or assignment to another senior staff, professional, teaching or support staff position, the Appeals Committee shall determine whether the reasons for the school board's decision are fair and sufficient.

The decision of the Appeals Committee shall be conveyed to the parties within 30 working days from the date of the end of the hearing. However, a decision shall not be void if it is conveyed after the period prescribed.

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

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

Where no agreement has been reached at the expiry of the time limit prescribed in the third paragraph, the Appeals Committee shall determine, if need be, the amount of compensation for the actual loss of salary incurred and may:

a) In the case of a dismissal, nonreengagement, termination of employment or assignment to another position:

(1) order the school board to reinstate a senior staff member in a school or centre in a senior staff position, except for a manager position, determined by the school board.

However, a senior staff member in a school or centre whose salary in his new position is less than that of his former classification shall receive the progressive salary according to his former classification;

(2) order the school board to reinstate a senior staff member in a school or centre in a position for which he is qualified determined by the school board. Moreover, the Appeals Committee may order the school board to apply the salary readjustment procedure outlined in sections 49 to 51, without taking into account the two-year limit prescribed in section 51;

(3) order the school board to pay a senior staff member in a school or centre a compensation for damages equal to two months' salary for every year of service as a senior staff member; the compensation may not be less than three months' salary or more than 12 months' salary.

b) In the case of a suspension without pay :

(1) order the reimbursement of salary and fringe benefits.

Decisions of the Appeals Committee shall be conveyed to the parties within 20 working days of the expiry of the time limit prescribed in the third paragraph of this section. However, a decision shall not be void if it is conveyed after the expiry of the prescribed time limit.

The school board shall carry out the Appeals Committee's decision within 20 working days of the date on which the decision was conveyed to it.

Decisions of the Appeals Committee must be unanimous or by a majority and must include the reasons therefor; any member who disagrees with the decision or part of it may make a separate report.

Decisions of the Appeals Committee are final and bind the school board and the senior staff member in a school or centre.

Notwithstanding the preceding paragraph, a senior staff member in a school or centre may refuse to have the provisions of paragraph 1 or 2 of this section applied to him within a period not exceeding 10 working days of the Appeals Committee's decision. In such a case, a senior staff member shall be deemed to have resigned and shall receive the compensation for damages prescribed in this section in addition to the compensation set by the Appeals Committee for actual loss of salary.

269. The fees and expenses incurred by the chairman of the Appeals Committee shall be borne by the Minister.

Notwithstanding the preceding paragraph, when a notice concerning the deferral of a preparatory session or hearing date is served, by telephone or in writing, to the chairman of the Appeals Committee less than 15 working days before the date set, the honoraria and, where applicable, the expenses of the chairman of the Appeals Committee shall be reimbursed by the party or parties that initiated the request, either the association of senior staff of schools or the association of senior staff of centres or the school board.

270. The fees and expenses incurred by the other two members of the Appeals Committee shall be paid by the parties they represent.

271. A senior staff member in a school or centre who is dismissed, nonreengaged, suspended without pay or whose employment is terminated and who submits a

complaint to the Appeals Committee shall continue to participate in the uniform life insurance plan. Moreover, he shall continue to participate in the compulsory basic health and accident insurance plan by paying his contribution and that of the school board and may also continue to participate in the other insured plans according to the provisions prescribed by the master policy until such time as the Appeals Committee renders its decision or the parties reach a settlement, provided a written request to this effect is forwarded to the insurance company concerned within 90 days of the date on which he is dismissed, nonreengaged, suspended without pay or his employment is terminated. A senior staff member in a school or centre who continues to participate in all of the insured plans shall also continue to participate in the survivor's pension plan by paying the premium determined by the Conseil du trésor to cover the cost of the plan.

In the event of a decision rendered by the Appeals Committee in favour of a senior staff member in a school or centre or a settlement reached by the parties, a senior staff member in a school or centre shall be entitled to the reimbursement of the contribution normally paid by the school board for the insured plans and the premium paid to cover his continued participation in the survivor's pension plan, retroactively to the date of his dismissal, nonreengagement, suspension without pay or termination of employment and, should a senior staff member be reinstated, any total disability that began since that date shall then be recognized.

272. Notwithstanding the provisions of this division, in the case of a complaint submitted under paragraph 1 or 2 of section 258, the parties may opt for an Appeals Committee composed solely of a chairman. In such a case, they shall jointly inform the first chairman of the Appeals Committee within 10 working days of the date on which the school board receives a copy of the request to be heard submitted to the Appeals Committee and the term "representatives" mentioned in section 261 shall then be replaced by the term "parties".

273. At any time, the school board and a senior staff member in a school or centre may reach an agreement to settle the dispute with respect to a complaint submitted under this chapter. The agreement may deal with any of the elements outlined in section 268.

DIVISION 3 TIME LIMITS

274. In special cases, the time limits prescribed in this chapter may be changed by written agreement between the parties.

CHAPTER 5 MANAGEMENT POLICY

275. The school board must adopt, by resolution, a management policy concerning its senior staff in a school or centre.

276. The management policy deals, in particular, with consultation and participation, administrative organization, job descriptions and eligibility criteria, classification, employment plan and benefits, payment of salary, the local professional improvement plan for senior staff and a recourse procedure for any problem arising between a senior staff member and a school board with regard to the application and interpretation of the management policy or with regard to a disciplinary measure, other than a suspension without pay.

The management policy concerning senior staff in a school also deals with senior staff positions in a school.

277. In drawing up its management policy concerning its senior staff in a school or centre, a school board shall take into account the provisions of this Regulation and shall consult with its senior staff in accordance with the following provisions :

(1) in the case of senior staff in a school belonging to an association of senior staff of schools, the school board shall recognize that association for consultation purposes in the preparation and implementation of its management policy ;

(2) in the case of senior staff in a centre belonging to an association of senior staff of centres, the school board shall recognize that association for consultation purposes in the preparation and implementation of the management policy ;

(3) the procedures for such recognition and the role of the association of senior staff in the consultative process shall be determined by the school board and the association of senior staff.

CHAPTER 6 OTHER CONDITIONS OF EMPLOYMENT

DIVISION 1 ANNUAL VACATION

278. A senior staff member in a school or centre shall be entitled to at least four weeks' vacation between 1 July and 31 August. The other terms and conditions concerning annual vacation are determined in the management policy.

However, a senior staff member in a school or centre unable to take his vacation during that period may take up to four weeks during the school year with the school board's consent.

279. Notwithstanding section 278, in the case of a disability of more than six cumulative months during the preceding school year, the number of days of vacation determined under section 278 shall be reduced proportionately to the number of working days during which a senior staff member in a school or centre was not entitled to his salary. The period of disability following a work accident shall not be considered as an absence without pay for the purposes of this section.

280. Vacation shall be acquired at the end of each school year.

281. The vacation of a teacher assigned on a regular basis to a senior staff position in a school or centre shall be determined proportionately to the number of months worked as such during the school year of his appointment, regardless of the date on which he assumed his duties.

282. For any part of a year of employment, vacation shall be calculated proportionately to the number of months worked in relation to the preceding school year.

283. Vacation shall not be redeemable unless a senior staff member in a school or centre leaves the school board. In such a case, a senior staff member in a school or centre unable to take all or part of his acquired vacation shall receive a vacation allowance prorated to the duration of employment in the school year prior to his departure.

284. The allowance prescribed in section 283 shall be calculated on the basis of 1/260 of the annual salary for each day of vacation not taken.

TITLE 4 FINAL PROVISIONS

285. This Regulation replaces the Regulation respecting the conditions of employment of management staff of school boards made by the minister's order dated 23 September 1998 and its amendments.

286. This Regulation comes into force on 22 December 2005.

SCHEDULE 1

JOB DESCRIPTIONS AND REQUIRED MINIMUM QUALIFICATIONS

I. CATEGORY

ADMINISTRATOR POSITIONS

A) SUBCATEGORY

SENIOR STAFF OF SERVICES POSITIONS

The subcategory of senior staff of services positions includes the positions characterized by the performance of some or all of the management duties dealing with the programs and resources of one or more determined fields of activity.

In addition, this subcategory includes an operational senior staff position constituting responsibilities related to personnel management when the incumbent is not an employee within the meaning of the Labour Code.

The subcategory of senior staff of services positions includes:

- (1) directors
- (2) assistant directors of services
- (3) coordinators
- (4) personnel management consultants

1) Director

Positions of director entail the performance of all the management duties (planning, organization, supervision, control, evaluation) for all the programs and resources of one or more fields of activity including, in particular, educational services, human, financial or material resources, information technologies or general secretariat.

These positions include, in particular, the following responsibilities:

— participate in drawing up the objectives and policies of the school board;

— define the objectives and policies inherent to the services the incumbent oversees, taking into account the general policies and objectives of the school board;

— establish the programs, the delegation of responsibilities and the standards and procedures for the operation of programs under the incumbent's responsibility;

— assess the results of the implementation of the programs under the incumbent's responsibility;

— oversee, monitor and evaluate the performance of personnel under the incumbent's immediate responsibility;

— draw up the budget of the department and monitor expenses;

— assist and advise the director general and the senior staff of other services and establishments with respect to the services under the incumbent's responsibility.

Required Minimum Qualifications

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

— Eight years of relevant experience

— A permanent teaching licence issued by the Minister for a position in the teaching field

Reference Positions

The reference positions include:

— regional director (directeur de regroupement) and directeur de région

— director of educational services (including director of instructional services (youth), director of student services and director of special education services)

— director of human resources services

— director of services other than educational and human resources services (including the director of financial resources, material resources and information technologies resources)

— secretary general

— director of adult education services

— director of vocational education services

The job classifications are found in Schedule 2.

2) Assistant director of services

In keeping with the mandate defined by the director general and under the authority of a director, the positions of assistant director of services entail overseeing some of the programs and resources of one or more fields of activity within a department. These positions includes the performance of management duties (planning, organization, supervision, control, evaluation).

These positions include, in particular, the following responsibilities:

- participate in drawing up the school board policies for the programs the incumbent oversees;
- define or collaborate in defining the objectives and policies related to the programs the incumbent oversees, while taking into account the general objectives and policies of the school board;
- establish the programs, the delegation of responsibilities, the standards and procedures for implementing programs under the incumbent's responsibility;
- oversee activities, programs or resources;
- evaluate the results of the implementation of programs under the incumbent's responsibility;
- oversee, monitor and evaluate the performance of personnel under the incumbent's responsibility;
- assist and advise the director general or director as well as the senior staff of other services and establishments, concerning programs under the incumbent's responsibility;
- participate in the preparation of the budget of the department and monitor expenses for resources and programs under the incumbent's responsibility;
- replace the director, as needed.

Required Minimum Qualifications

- Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a school board
- Six years of relevant experience
- A permanent teaching licence issued by the Minister for a position in the teaching field

Reference Positions

The reference positions include:

- assistant director of educational services (including assistant director of instructional services (youth), assistant director of student services and assistant director of special education services)
- assistant director of human resources services

— assistant director of services other than educational services and human resources services (including the assistant director of financial resources, material resources and information technologies resources)

The job classifications are found in Schedule 2.

3) Coordinator

Positions of coordinator entail the performance of all the duties required for the coordination, supervision, evaluation, research and development of one or more programs of a field of activity including, in particular, instructional programs, measurement and evaluation, teaching means, human, financial and material resources management, information technologies or student transportation.

These positions include, in particular, the following responsibilities:

- participate in the drawing up of objectives, programs and budget of the department;
- assist the director or assistant director of the department responsible for such programs and advise the other directors of services or establishments on all matters pertaining to the programs;
- coordinate and assess the implementation of specific programs;
- coordinate and evaluate the performance of personnel under the incumbent's authority.

Required Minimum Qualifications

- Undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a school board
- Five years of relevant experience
- A permanent teaching licence issued by the Minister for a position in the teaching field

Reference Positions

The reference positions include:

- regional coordinator (coordonnateur de regroupement)

— coordinator of educational services (including coordinator of instructional services (youth), coordinator of student services and coordinator of special education services)

— coordinator of human resources services

— coordinator of services other than educational services and human resources services (including the coordinator of financial resources, material resources and information technologies resources)

— coordinator of adult education services

— coordinator of vocational education services

The job classifications are found in Schedule 2.

4) **Personnel management consultant**

The position of personnel management consultant is an “operational” senior staff position that does not entail the performance of all the management duties of “ranking” senior staff positions but includes specific supervisory duties in certain specialized areas pertaining to human resources management and the duty of advising one or more members of the senior staff for whom the incumbent is not responsible in rank.

The personnel management consultant represents the employer in the performance of his duties.

This position includes, in particular, the following responsibilities:

— participate in the drawing up of policies, programs, criteria, rules or procedures concerning human resources management;

— ensure the follow-up and monitoring of the implementation of such policies, programs, criteria, rules or procedures;

— advise senior staff on these policies, programs, criteria, rules or procedures and on the application of collective agreements or regulations respecting conditions of employment;

— take part in staffing;

— participate in the application of the collective agreements or regulations respecting conditions of employment;

— coordinate and supervise the work of professional, technical, office and other staff.

This position includes any other responsibility compatible with the incumbent’s duties that may be assigned to him by his immediate superior.

Required Minimum Qualifications

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

— Two years of relevant experience

Particular Requirement

— To be eligible for this position, a person must not be an employee within the meaning of the Labour Code.

Reference Position

The reference position is the following:

— personnel management consultant

The job classification is found in Schedule 2.

B) SUBCATEGORY MANAGER POSITIONS

The subcategory of manager positions includes the positions characterized by the management of technical, administrative and manual activities of certain programs and of the staff assigned to these activities.

The subcategory of manager positions includes:

- (1) superintendents
- (2) foremen

1) Superintendent

Superintendent positions entail the performance of management duties pertaining to the technical, administrative and manual activities essential to the operation of all the programs:

1. of the following auxiliary services (school board):

- supply services
- community services
- food services
- administrative services (transportation services, equipment services or other administrative services)
- maintenance services

2. of a school or centre (administrative assistant)

These positions include, in particular, the following responsibilities:

— take part in devising systems and procedures for the activities of a particular auxiliary service in a school or centre and oversee their implementation;

— organize, assign and verify the work of the employees assigned to a particular auxiliary service in a school or centre;

— supervise and evaluate the performance of the staff under the incumbent's responsibility.

Required Minimum Qualifications

Superintendent of supply services
 Superintendent of community services
 Superintendent of food services
 Superintendent of administrative services
 Administrative assistant (school or centre)

— Diploma of college studies in a relevant field of study

— Six years of relevant experience

or

Secondary V diploma in a relevant field of study or valid certificate of qualification for the practice of a trade relevant to the position

— 10 years of relevant experience

Superintendent of maintenance services

— Diploma of college studies in a relevant field of study

— Six years of relevant experience

or

Valid certificate of qualification for the practice of a trade relevant to the position

— Eight years of relevant experience

Reference Positions

The reference positions of superintendent include:

— superintendent of services (including superintendent of transportation services, equipment services and other administrative services, maintenance services, supply services, food services, community services, general foremen of the CSDM and other superintendents of the CSDM)

— administrative assistant in a school or centre

The job classifications are found in Schedule 2.

2) **Foreman**

Foreman positions entail the performance of the management duties pertaining to the technical, administrative and manual activities required for the operation of the programs of the school board in a given sector of an auxiliary service or in an administrative unit (school, department, etc.).

These positions include, in particular, the following responsibilities:

— supervise and oversee the implementation of the systems and procedures approved for carrying out the activities of a given sector;

— schedule operations;

— supervise and evaluate the employees* under the incumbent's authority.

Required Minimum Qualifications

Specialized or general maintenance foreman

— Valid certificate of qualification for the practice of a trade relevant to the position

— Five years of relevant experience

Administration officer or assistant superintendent of transportation administrative services

— Diploma of college studies in a relevant field of study

— Four years of relevant experience

or

Secondary V diploma in a relevant field of study

— Eight years of relevant experience

Secretarial staff manager

— Diploma of college studies in a relevant field of study

— Three years of relevant experience

or

Secondary V diploma in a relevant field of study

— Six years of relevant experience

* The specialized maintenance foreman supervises a team composed mainly of legally qualified and specialized workmen. The general maintenance foreman supervises a team composed mainly of maintenance and service workmen whose activities are generally related to non-specialized trades positions.

Head of kitchen and cafeteria

- Diploma of college studies in a relevant field of study
- Four years of relevant experience
- or
- Secondary V diploma in a relevant field of study
- Five years of relevant experience

Reference Positions

The reference positions of foreman include :

- specialized maintenance foreman
- general maintenance foreman
- assistant superintendent of transportation services (including assistant superintendent of student transportation-CSDM)
- administration officer
- cafeteria manager
- secretarial staff manager (including head of kitchen and cafeteria)

The job classifications are found in Schedule 2.

II. CATEGORY SENIOR STAFF POSITIONS IN A SCHOOL

1) Principal

The position of principal entails responsibility for the management, from both the administrative and pedagogical aspects, of all the programs and resources of a school in order to foster the academic success of all students in accordance with the Education Act and the responsibilities defined by the school board.

This position includes, in particular, the following responsibilities :

- evaluate the needs of the school and define the specific objectives of the school, taking into account legal provisions as well as the orientations, policies and by-laws of the school board and the governing board ;
- assist the governing board in the exercise of its functions and powers, participate in meetings and implement the decisions of the governing board ;

— encourage concerted action between the parents, the students, the school team and all concerned, their participation in the life of the school and their collaboration in fostering academic success ;

— participate in defining the policies and by-laws of the school board as well as ensure their implementation ;

— promote the school.

Instructional and educational matters

— Coordinate the development, implementation and evaluation of the educational project.

— Request, approve, refuse proposals or, failing proposals, make decisions and inform the governing board, particularly as regards local programs of studies, new instructional methods, standards and procedures for the evaluation of student achievement, and the rules governing the placement of students and their promotion from one cycle to the other at the elementary level.

— Prepare, after consulting the staff concerned, proposals to be submitted to the governing board for approval on such matters as : the approach for the implementation of the basic school regulation, the enrichment or adaptation of the objectives and suggested content of the programs of studies, the time allocation for each compulsory or elective subject, student services and special educational services.

— Develop, implement and evaluate individualized education plans for handicapped students or students with social maladjustments or learning disabilities.

— Propose procedures to the governing board for evaluating the school and see to the ongoing improvement of the school.

Management of human, material and financial resources

— Participate in the recruitment of school staff.

— Define the duties of as well as manage and animate school staff while ensuring its supervision and evaluation.

— Identify needs and organize professional development activities.

— Inform the school board of the requirements of the school as regards any required equipment or repair of the premises or immovables and ensure the follow-up of the work.

— Purchase apparatus, equipment, movables and immovables and keep an inventory of goods and equipment.

— Prepare, administer and monitor the school budget.

Information and communications technologies

— Develop, implement and evaluate the plan for the integration and use of information and communications technologies.

Day care and noon-hour services

— Organize and administer the services agreed to, where applicable, between the school board and the governing board.

Other matters

— Perform any other functions determined by law.

— Perform, at the request of the school board, functions other than the functions of a principal.

Required Minimum Qualifications

— A bachelor's degree in education or an undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a school board or hold a position of vice-principal.

— Eight years of relevant experience.

— A permanent teaching licence issued by the Minister.

— As of 1 September 2001, a graduate university program including a minimum of 30 credits in administration related to a senior staff position in a school:

A minimum of six credits must have been acquired prior to the first appointment to a senior staff position in a school and the remaining credits during the five years following such an appointment.

In exceptional cases, the school board may refer to a selection committee a candidate who has not accumulated six credits in administration.

A senior staff member who does not complete the 30 credits in administration within the time limit prescribed may, in exceptional cases, be granted an extension. If not, he shall be relocated to an available senior staff, manager, teaching or professional position for which he is qualified.

— Notwithstanding the aforementioned provisions, a senior staff member who holds, on 1 September 2001, a senior staff position in a school or centre shall be considered as meeting the requirements of that position.

Reference Position

The reference position is the position of principal the classification of which is found in Schedule 2.

2) Vice-principal

The position of vice-principal of an elementary or secondary school entails assisting the principal in accordance with the mandate defined by the latter in the management of the instructional, educational and administrative matters of the school.

In general, this position includes all or part of the following responsibilities and duties:

— participate in the development, implementation and evaluation of the educational project;

— prepare or take part in the preparation of proposals on matters such as: the approach for the implementation of the basic school regulation, programs of studies, individualized education plans for handicapped students or students with social maladjustments or learning disabilities, the selection of textbooks and instructional material, student services and special educational services, the use of non-teaching and non-scheduled time, rules of conduct and support services;

— coordinate, supervise or take part in the carrying out of activities, programs or services in different sectors of activities of the school such as: human, material or financial resources, information and communications technologies, day care and noon-hour services;

— assume any other responsibility compatible with his function that may be assigned to him by the immediate superior;

— replace the school principal if the latter is absent for a short period.

Required Minimum Qualifications

— A bachelor's degree in education or an undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a school board

— Five years of relevant experience in a teaching or non-teaching professional position

— A permanent teaching licence issued by the Minister

— As of 1 September 2001, a graduate university program including a minimum of 30 credits in administration related to a senior staff position in a school:

A minimum of six credits must have been acquired prior to the first appointment to a senior staff position in a school and the remaining credits during the five years following such an appointment.

In exceptional cases, the school board may refer to a selection committee a candidate who has not accumulated six credits in administration.

A senior staff member who does not complete the 30 credits in administration within the time limit prescribed may, in exceptional cases, be granted an extension. If not, he shall be relocated to an available senior staff, manager, teaching or professional position for which he is qualified.

— Notwithstanding the aforementioned provisions, a senior staff member who holds, on 1 September 2001, a senior staff position in a school or centre shall be considered as meeting the requirements for that position.

Reference Position

The reference position is the position of vice-principal the classification of which is found in Schedule 2.

III. CATEGORY

SENIOR STAFF POSITIONS IN A CENTRE

A) SUBCATEGORY OF SENIOR STAFF POSITIONS IN AN ADULT EDUCATION CENTRE

1) Director of adult education centre

The position of director of an adult education centre entails responsibility for the management, from both the administrative and pedagogical aspects, of all the programs and resources of an adult education centre in order to foster the academic success of all students in accordance with the Education Act and the responsibilities defined by the school board.

This position includes, in particular, the following responsibilities:

— evaluate the needs of the centre and define the specific objectives of the centre, taking into account legal provisions as well as the objectives, policies and by-laws of the school board and the governing board;

— assist the governing board in the exercise of its functions and powers, participate in meetings and implement the decisions of the governing board;

— encourage concerted action between the students, the centre staff and all concerned, their participation in the life of the centre and their collaboration in fostering academic success;

— participate in defining the policies and by-laws of the school board as well as ensure their implementation;

— promote adult education services.

Instructional and educational matters

— Coordinate the development, implementation and evaluation of the policies and action plan of the centre.

— Request, approve, refuse proposals or, failing proposals, make decisions particularly as regards local programs of studies, new instructional methods, standards and procedures for the evaluation of student achievement, the determination of prerequisites, the placement tests and the rules governing promotion from one course to the other.

— Prepare, after consulting the staff concerned, proposals to be submitted to the governing board for approval on such matters as: the approach for the implementation of the basic school regulation, the enrichment or adaptation of the objectives and suggested content of the programs of studies, the time allocation for each compulsory or elective subject, the implementation of programs of studies based on student needs, student services and popular education services.

— Formulate and implement strategies for the development or implementation of self-financed training activities.

— Devise a development plan for the centre and ensure its implementation and evaluation.

— Propose procedures to the governing board for evaluating the centre and see to the ongoing improvement of the centre.

Management of human, material and financial resources

— Participate in the recruitment of centre staff.

— Define the duties of as well as manage and animate centre staff while ensuring its supervision and evaluation.

— Identify needs and organize professional development activities.

— Inform the school board of the requirements of the centre as regards any required equipment or repair of the premises or immovables and ensure the follow-up of the work.

— Purchase apparatus, equipment, movables and immovables and keep an inventory of goods, equipment and tooling.

— Prepare, administer and monitor the centre budget.

— Collect service fees billed by the centre to the businesses, organizations and ministries concerned.

Information and communications technologies

— Develop, implement and evaluate the plan for the integration and use of information and communications technologies.

Services provided to businesses and relations with employment and potential employability development agencies

— Negotiate and enter into agreements for services or training activities with businesses, organizations, ministries or school boards.

Other matters

— Perform any other functions determined by law.

— Perform, at the request of the school board, functions other than the functions of a director of an adult education centre.

Required Minimum Qualifications

— A bachelor's degree in education or an undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a school board.

Notwithstanding the first paragraph, a senior staff member who held, on 23 June 1992, the position of director of an adult education centre in a school board shall be considered as meeting the requirement for that position up to 1 September 2001.

— Eight years of relevant experience.

— A permanent teaching licence issued by the Minister.

— As of 1 September 2001, a graduate university program including a minimum of 30 credits in administration related to a senior staff position in a school:

A minimum of six credits must have been acquired prior to the first appointment to a senior staff position in a school and the remaining credits during the five years following such an appointment.

In exceptional cases, the school board may refer to a selection committee a candidate who has not accumulated six credits in administration.

A senior staff member who does not complete the 30 credits in administration within the time limit prescribed may, in exceptional cases, be granted an extension. If not, he shall be relocated to an available senior staff, manager, teaching or professional position for which he is qualified.

— Notwithstanding the aforementioned provisions, a senior staff member who holds, on 1 September 2001, a senior staff position in a school or centre shall be considered as meeting the requirements for that position.

Reference Position

The reference position is the position of director of adult education centre the classification of which is found in Schedule 2.

2) Assistant director of adult education centre

The position of assistant director of an adult education centre entails assisting the centre director in accordance with the mandate defined by the latter in the management of the instructional, educational and administrative matters of the centre.

In general, this position includes the performance of all or part of the following duties and responsibilities:

Instructional and educational matters

— Participate in the development, implementation and evaluation of the policies and action plan of the centre.

— Prepare or take part in the preparation of proposals on matters such as: the approach for the implementation of the basic school regulation, programs of studies, student services and popular education services, the time allocation for each compulsory or elective subject, the selection of textbooks and instructional material, the determination of prerequisites, the placement tests and the rules governing promotion from one cycle to the other, rules of conduct and support services.

— Coordinate, supervise or take part in the carrying out of activities, programs or services in different sectors of activities of the centre such as: human, material or financial resources, information and communications technologies, welcoming and referral services, services provided to businesses and relations with employment and potential employability development agencies.

— Assume any other responsibility compatible with his function that may be assigned to him by the immediate superior.

— Replace the director of the adult education centre if the latter is absent for a short period.

Required Minimum Qualifications

— A bachelor's degree in education or an undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a school board.

Notwithstanding the first paragraph, a senior staff member who held, on 23 June 1992, the position of director of an adult education centre in a school board shall be considered as meeting the requirement for that position up to 1 September 2001.

— Five years of relevant experience.

— A permanent teaching licence issued by the Minister.

— As of 1 September 2001, a graduate university program including a minimum of 30 credits in administration related to a senior staff position in a school:

A minimum of six credits must have been acquired prior to the first appointment to a senior staff position in a school and the remaining credits during the five years following such an appointment.

In exceptional cases, the school board may refer to a selection committee a candidate who has not accumulated six credits in administration.

A senior staff member who does not complete the 30 credits in administration within the time limit prescribed may, in exceptional cases, be granted an extension. If not, he shall be relocated to an available senior staff, manager, teaching or professional position for which he is qualified.

— Notwithstanding the aforementioned provisions, a senior staff member who holds, on 1 September 2001, a senior staff position in a school or centre shall be considered as meeting the requirements for that position.

Reference Position

The reference position is the position of assistant director of adult education centre the classification of which is found in Schedule 2.

B) SUBCATEGORY OF SENIOR STAFF POSITIONS IN A VOCATIONAL TRAINING CENTRE

1) Director of vocational training centre

The position of director of a vocational training centre entails responsibility for the management, from both the administrative and pedagogical aspects, of all the programs and resources of a vocational training centre in order to foster the academic success of all students in accordance with the Education Act and the responsibilities defined by the school board.

This position includes, in particular, the following responsibilities:

— evaluate the needs of the centre and define the specific objectives of the centre, taking into account legal provisions as well as the objectives, policies and by-laws of the school board and the governing board or management committee;

— assist the governing board or management committee in the exercise of its functions and powers, participate in meetings and implement the decisions of the latter;

— encourage concerted action between the parents, if need be, the governing board or management committee, the students, the centre staff, the representatives of the socioeconomic milieu and all concerned and their participation in the life of the centre, and their collaboration in fostering academic success;

— participate in defining the policies and by-laws of the school board as well as ensure their implementation;

— promote initial training and made-to-measure training services.

Instructional and educational matters

— Coordinate the development, implementation and evaluation of the policies and action plan of the centre.

— Request, approve, refuse proposals or, failing proposals, make decisions particularly as regards special training projects, school organization models, new instructional methods, standards and procedures for the evaluation

tion of student achievement, and the application of admission criteria and of the rules governing promotion from one module to the other.

— Prepare, after consulting the staff concerned, proposals to be submitted to the governing board or management committee for approval on such matters as: the approach for the implementation of the basic school regulation, the enrichment or adaptation of the objectives and suggested content of the programs of studies, the time allocation for made-to-measure training, and the implementation of programs of studies based on student needs.

— Formulate and implement strategies for the development or implementation of self-financed training activities.

— Devise a development plan for the centre and ensure its implementation and evaluation.

— Propose procedures to the governing board or management committee for evaluating the centre and see to the ongoing improvement of the centre.

Management of human, material and financial resources

— Participate in the recruitment of centre staff.

— Define the duties of as well as manage and animate centre staff while ensuring its supervision and evaluation.

— Identify needs and organize professional development activities.

— Inform the school board of the requirements of the centre as regards any required equipment or repair of the premises or immovables and ensure the follow-up of the work.

— Purchase apparatus, equipment, movables and immovables and keep an inventory of goods, equipment and tooling.

— Prepare, administer and monitor the centre budget.

— Collect service fees billed by the centre to the businesses, organizations and ministries concerned.

Information and communications technologies

— Develop, implement and evaluate the plan for the integration and use of information and communications technologies.

Services provided to businesses and relations with employment and potential employability development agencies

— Negotiate and enter into agreements for services or training activities with businesses, organizations, ministries or school boards.

Other matters

— Perform any other functions determined by law.

— Perform, at the request of the school board, functions other than the functions of a director of a vocational training centre.

Required Minimum Qualifications

— A bachelor's degree in education or an undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a school board.

Notwithstanding the first paragraph, a senior staff member who held, on 23 June 1992, the position of centre director in a school board shall be considered as meeting the requirement for that position up to 1 September 2001.

— Eight years of relevant experience.

— A permanent teaching licence issued by the Minister.

The requirement of a permanent teaching licence may be replaced by five years of teaching experience in a training or industrial centre deemed relevant by the selection committee. In such circumstances, the senior staff member shall not be subject to the provisions of section 10.

— As of 1 September 2001, a graduate university program including a minimum of 30 credits in administration related to a senior staff position in a school:

A minimum of six credits must have been acquired prior to the first appointment to a senior staff position in a school and the remaining credits during the five years following such an appointment.

In exceptional cases, the school board may refer to a selection committee a candidate who has not accumulated six credits in administration.

A senior staff member who does not complete the 30 credits in administration within the time limit prescribed may, in exceptional cases, be granted an extension. If not, he shall be relocated to an available senior staff, manager, teaching or professional position for which he is qualified.

— Notwithstanding the aforementioned provisions, a senior staff member who holds, on 1 September 2001, a senior staff position in a school or centre shall be considered as meeting the requirements for that position.

Reference Position

The reference position is the position of director of vocational training centre the classification of which is found in Schedule 2.

2) Assistant director of vocational training centre

The position of assistant director of a vocational training centre entails assisting the director of vocational training centre in accordance with the mandate defined by the latter in the management of the instructional, educational and administrative matters of the centre.

In general, this position includes the performance of all or part of the following duties and responsibilities:

— Participate in the development, implementation and evaluation of the policies and action plan of the centre.

— Prepare or take part in the preparation of proposals on matters such as: the approach for the implementation of the basic school regulation, the programs of studies, training organization methods, special training projects, the selection of textbooks and instructional material, the application of admission criteria and of the rules governing promotion from one module to the other, rules of conduct and support services.

— Coordinate, supervise or take part in the carrying out of activities, programs or services in different sectors of activities of the centre such as: human, material or financial resources, information and communications technologies, welcoming and referral services, services provided to businesses and relations with employment and potential employability development agencies.

— Assume any other responsibility compatible with his function that may be assigned to him by the immediate superior.

— Replace the director of the vocational training centre if the latter is absent for a short period.

Required Minimum Qualifications

— A bachelor's degree in education or an undergraduate degree in a relevant field of study certifying a minimum three-year university program or hold a senior executive or senior staff position, excluding that of manager, in a school board.

Notwithstanding the first paragraph, a senior staff member who held, on 23 June 1992, the position of director of an adult education centre in a school board shall be considered as meeting the requirement for that position up to 1 September 2003.

— Five years of relevant experience.

— A permanent teaching licence issued by the Minister.

The requirement of a permanent teaching licence may be replaced by five years of teaching experience in a training or industrial centre deemed relevant by the selection committee. In such circumstances, the senior staff member shall not be subject to the provisions of section 10.

— As of 1 September 2003, a graduate university program including a minimum of 30 credits in administration related to a senior staff position in a school:

A minimum of six credits must have been acquired prior to the first appointment to a senior staff position in a school and the remaining credits during the five years following such an appointment.

In exceptional cases, the school board may refer to a selection committee a candidate who has not accumulated six credits in administration.

A senior staff member who does not complete the 30 credits in administration within the time limit prescribed may, in exceptional cases, be granted an extension. If not, he shall be relocated to an available senior staff, manager, teaching or professional position for which he is qualified.

— Notwithstanding the aforementioned provisions, a senior staff member who holds, on 1 September 2003, a senior staff position in a school or centre shall be considered as meeting the requirements for that position.

Reference Position

The reference position is the position of assistant director of vocational training centre the classification of which is found in Schedule 2.

SCHEDULE 2
CLASSIFICATION OF REFERENCE POSITIONS

Positions	Population Range 24 000 or more or 300 000 GHI ¹ or more
Regional director	12
Regional coordinator	8

¹ GHI: group-hours of instruction

Positions	Population Range 48 000 or more	Population Range 24 000- 47 999	Population Range 12 000- 23 999	Population Range 6 000- 11 999	Population Range 5 999 or less
Director of educational services or Director of human resources services	12	11	10	9	8
Director of services other than educational services and human resources services	11	10	9	8	7
Assistant director of educational services Assistant director of human resources services	10	9	8	7	x
Assistant director of services other than educational services and human resources services	9	8	7	6	x
Secretary general (exclusive function)	8	7	7	6	6
Coordinator of educational services Coordinator of human resources services	8	7	6	5	5
Coordinator of services other than educational services and human resources services	7	6	5	5	5
Personnel management consultant	4	4	4	4	4
Superintendent of services	4	4	3	3	3
Specialized maintenance foreman	2	2	2	2	2
Assistant superintendent of transportation services	2	2	2	2	2

Positions	Population Range 48 000 or more	Population Range 24 000- 47 999	Population Range 12 000- 23 999	Population Range 6 000- 11 999	Population Range 5 999 or less
Administration officer	2	2	2	2	2
General maintenance foreman	1	1	1	1	1
Cafeteria manager	1	1	1	1	1
Secretarial staff manager	1	1	1	1	1

Positions	Population Range 2 800 or more	Population Range 1 800- 2 799	Population Range 800- 1 799	Population Range 500- 799	Population Range 250- 499	Population Range 249 or less
Principal	11	10	9	8	7	6
Vice-principal	6	6	6	5	5	x
Administrative assistant (school)	4	4	3	3	3	3

Positions	GHI ¹ Range 85 000 or more	GHI Range 65 000- 84 999	GHI Range 35 000- 64 999	GHI Range 20 000- 34 999	GHI Range 8 000- 19 999	GHI Range 7 999 or less
Director of adult education centre	11	10	9	8	7	6
Director of vocational training centre						
Assistant director of adult education centre	6	6	6	5	5	5
Assistant director of vocational training centre						
Administrative assistant (centre)	4	4	3	3	3	3

Positions	GHI Range 400 000 or more	GHI Range 200 000- 399 999	GHI Range 100 000- 199 999	GHI Range 50 000- 99 999	GHI Range 49 999 or less
Director of adult education services	11	10	9	8	7
Director of vocational education services					

Positions	GHI Range 400 000 or more	GHI Range 200 000- 399 999	GHI Range 100 000- 199 999	GHI Range 50 000- 99 999	GHI Range 49 999 or less
Coordinator of adult education services	8	7	6	6	5
Coordinator of vocational education services					

¹ GHI: Group-hours of instruction

SCHEDULE 3 SALARY SCALES¹ CORRESPONDING TO CLASSIFICATION PLAN

Classes	Rates	
	Minimum	Maximum
12	83 057	110 742
11	78 462	104 616
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

¹ Determined according to the rates in effect on 1 April 2003

SCHEDULE 4 PROGRESSIVE RETIREMENT PLAN

DIVISION 1 APPLICATION

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

2. The progressive retirement plan applies to a senior staff member who meets the following conditions:

(1) is a regular full-time or part-time senior staff member whose time worked on an annual basis exceeds 40% of the time worked by a regular full-time senior staff member;

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

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

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

DIVISION 2 CONTENTS OF THE AGREEMENT

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

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

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

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

(3) scheduling of time worked;

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

DIVISION 3 OTHER TERMS AND CONDITIONS

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

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

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

(1) the pensionable salary for the years or parts thereof covered by the progressive retirement plan is the salary that the senior staff member would have received or, for the period during which he received benefits under the salary insurance plan, to which he would have been entitled had he not availed himself of the progressive retirement plan ;

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

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

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

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

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

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

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

8. For the duration of the plan, the senior staff member can use the sick-leave days to his credit to dispense himself from all or part of his working time prescribed by the agreement. In this case, the terms and conditions respecting the use of sick-leave days prescribed in sections 100 to 104 of this Regulation apply.

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

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

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

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

12. If the agreement becomes null or terminates due to circumstances stipulated in the preceding section or due to other circumstances stipulated in Division IX.1, Chapter I of the Regulation under the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10, s. 134, par. 11.2), in Chapter V.1 of the Regulation under the Act respecting the Teachers Pension Plan (R.S.Q., c. R-11, s. 73, par. 4.3) or in Chapter VIII.1 of the Regulation under the Act respecting the Civil Service Superannuation Plan (R.S.Q., c. R-12, s. 109, par. 8.1.2), the pensionable salary, the credited service and the contributions for pension plan purposes shall be determined in each of the circumstances and in the manner prescribed by those regulations.

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

SCHEDULE 5

PARENTAL RIGHTS

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

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

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

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

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

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

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

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

DIVISION 1

MATERNITY LEAVE

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

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

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

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

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

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

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

A senior staff member whose child is hospitalized within 15 days of birth has the same right.

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

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

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

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

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

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

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

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

§1. Cases Covered by Employment Insurance

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

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

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

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 subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the employment insurance plan.

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

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

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

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

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

17. For the purposes of this division, basic weekly salary means the regular salary of the senior staff member, including the lump sums resulting from the salary readjustment procedure divided on a weekly basis.

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

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

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

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

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

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

22. The duration of service shall be calculated with all employers of the public and parapublic sectors (public service, education, health and social services), the agences de développement de réseaux locaux de services de santé et de services sociaux, all agencies for which, by law, the employees' employment conditions or salary standards and scales are determined or approved by the Government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) or any other agency listed in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

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

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

§2. Cases not Covered by Employment Insurance

24. A senior staff member excluded from receiving employment insurance benefits or declared ineligible shall also be excluded from receiving any compensation. However, a full-time senior staff member who has accumulated 20 weeks of service is also entitled to an

allowance equal to 93% of the basic weekly salary prescribed under this division for 12 weeks if she is not eligible for employment insurance benefits because she has not held insurable employment for the required number of hours during the qualifying period prescribed by the employment insurance plan.

DIVISION 2 PATERNITY LEAVE

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

DIVISION 3 ADOPTION LEAVE AND LEAVE WITHOUT PAY FOR ADOPTION PURPOSES

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

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

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

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

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

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

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

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

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

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

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

DIVISION 4 LEAVE WITHOUT PAY

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

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

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

34. A senior staff member who does not opt to take the leave prescribed in section 33 of this schedule may, following the birth or adoption of a child, take a leave without pay of up to 52 continuous weeks, beginning on the date chosen by the senior staff member and ending not later than 70 weeks after the birth or, in the case of

an adoption, 70 weeks after responsibility is taken for the child. However, this paragraph does not apply to a senior staff member who adopts his or her spouse's child.

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

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

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

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

Notwithstanding the first paragraph, upon returning from a leave without pay not exceeding 12 weeks, a senior staff member shall be reinstated in the position that he or she would have had had he or she been at work, subject to the provisions concerning stability of employment applicable to senior staff.

DIVISION 5 OTHER SPECIAL LEAVES AND PREVENTIVE WITHDRAWAL

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

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

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

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

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

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

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

41. A senior staff member who benefits from preventive withdrawal under the Act respecting occupational health and safety (R.S.Q., c. S-2.1) is also entitled to the benefits prescribed in sections 23 and 42 of this schedule, provided she is normally entitled to them, and may subsequently avail herself of the provision prescribed in section 45 of this schedule.

DIVISION 6 OTHER PROVISIONS

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

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

(2) accumulation of vacation;

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

(4) premiums for regional disparities.

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

43. During a leave without pay in accordance with this schedule, a senior staff member shall retain his or her experience and shall continue to accumulate service. The insurance plans apply to a senior staff member in accordance with the provisions of section 54 of the Regulation.

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

45. Upon returning to work from a maternity leave, an adoption leave or a leave for adoption purposes, the senior staff member shall be reinstated in the position he or she would have held, had he or she remained at work, subject to the provisions concerning stability of employment.

SCHEDULE 6 MOVING EXPENSES

1. This schedule covers moving expenses in the case of relocation.

2. Moving expenses apply to a senior staff member only if the Regional Placement Bureau or the Provincial Relocation Bureau agrees that the relocation of the senior staff member necessitates his moving.

Moving shall be deemed necessary if it takes place and if the distance between the senior staff member's new place of work and his current domicile is greater than 65 kilometres.

DIVISION 1 COST OF TRANSPORTING FURNITURE AND PERSONAL EFFECTS

3. A senior staff member shall be entitled to be reimbursed, upon presentation of supporting vouchers, for the costs incurred in transporting his furniture and personal effects, including packing, unpacking and the cost of the insurance premium, or the costs of towing a mobile home, on the condition that he provide at least two detailed quotations of the costs to be incurred in advance.

4. However, a senior staff member shall not be entitled to be reimbursed for the cost of transporting his personal vehicle unless the location of his new residence is inaccessible by road. Moreover, a senior staff member shall not be entitled to be reimbursed for the cost of transporting a boat, canoe, etc.

DIVISION 2

STORAGE

5. Where a move from one domicile to another cannot take place directly owing to circumstances beyond the control of the senior staff member, other than the construction of a new residence, he shall be reimbursed for the costs of storing his furniture and personal effects and those of his dependents for a period not exceeding two months.

DIVISION 3

CONCOMITANT MOVING EXPENSES

6. A senior staff member shall be entitled to a moving allowance of \$750 if married or of \$200 if single, as compensation for the concomitant moving expenses (carpets, draperies, disconnection and installation of electrical appliances, cleaning, babysitting fees, etc.), unless the said senior staff member is assigned to a location where all facilities are placed at his disposal by the school board.

However, the \$750-moving allowance payable to the transferred married senior staff member shall also be payable to the single senior staff member who maintains a dwelling.

DIVISION 4

COMPENSATION FOR LEASE

7. A senior staff member shall also be paid, if need be, the equivalent of one month's rent for the abandonment of a dwelling without a written lease. If there is a written lease, the senior staff member who must terminate his lease and for which the landlord demands compensation shall be entitled to an allowance not exceeding the equivalent of three months' rent. In both cases, the senior staff member must attest that the landlord's request is well-founded and must present supporting vouchers.

8. A senior staff member who chooses to sublet his dwelling himself shall be entitled to be reimbursed for reasonable costs for advertising the sublease.

DIVISION 5

REIMBURSEMENT OF EXPENSES RELATED TO THE SALE OR PURCHASE OF A HOUSE

9. A senior staff member shall be entitled to be reimbursed for the following expenses related to the sale of his principal residence:

(1) the actual real estate agent's fees, upon presentation of the contract with the real estate agent immediately after it is signed, the sales contract and the bill of the agent's fees;

(2) the cost of notarized deeds chargeable to the senior staff member for the purchase of a house for the purpose of residence in the location of his posting provided that the senior staff member already be the proprietor of his house at the time of his transfer and that the said house be sold;

(3) the penalty for breach of mortgage, if need be;

(4) the proprietor's transfer tax, if need be.

10. Where the house of the senior staff member, although it has been put up for sale at a reasonable price, is not sold by the time he must assume new obligations for lodging, he shall not be entitled to the reimbursement of the costs of surveillance of the unsold house. However, in this case, the senior staff member shall be entitled, upon presentation of supporting vouchers, for a period not exceeding three months to be reimbursed for the following expenses:

(1) municipal and school taxes;

(2) interest on the mortgage;

(3) cost of the insurance premium.

11. Where a senior staff member chooses not to sell his principal residence, he shall be entitled, for the period in which his house is not rented, to be reimbursed for the amount of his new rent, up to a period of three months, upon presentation of the leases. Moreover, the senior staff member shall be entitled to be reimbursed for reasonable costs of advertisement and the costs of no more than two trips incurred for the renting of his house upon presentation of supporting vouchers and in accordance with the regulation concerning travel expenses in effect in the agency in the education sector.

DIVISION 6

TRAVEL AND ACCOMMODATION EXPENSES

12. Where the move from one domicile to another cannot take place directly owing to circumstances beyond the control of the senior staff member, other than the construction of a new residence, the senior staff member shall be entitled to be reimbursed for accommodation expenses for himself and his dependents in accordance with the regulation concerning travel expenses in effect in the agency in the education sector for a period not exceeding two weeks.

13. Where the move is delayed, with the authorization of the school board, or where the dependents of the married senior staff member are not relocated immediately, the senior staff member shall be entitled to be reimbursed for transportation costs incurred to visit his dependents every two weeks up to 500 kilometres if the distance is equal to or less than 500 kilometres, round trip, and once a month if the distance exceeds 500 kilometres, round trip, up to a maximum of 1 600 kilometres, the foregoing in accordance with the regulation concerning travel expenses in effect in the agency in the education sector.

14. The moving expenses prescribed by this schedule shall be reimbursed by the school board that the senior staff member is leaving within 60 days after the senior staff member provides supporting vouchers.

SCHEDULE 7 **SABBATICAL LEAVE PLAN WITH DEFERRED SALARY**

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

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

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

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

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

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

6. The provisions of the pension plans concerning sabbatical leave with deferred salary are contained in the Act respecting the Government and Public Employees

Retirement Plan (R.S.Q., c. R-10) and in the Regulation respecting certain temporary measures prescribed by Title IV of the Act respecting the Government and Public Employees Retirement Plan (c. R-10, r.1.2).

DIVISION 1 **DURATION OF CONTRACT**

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

DIVISION 2 **DURATION OF SABBATICAL LEAVE,** **PERCENTAGE OF SALARY AND WORKLOAD**

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

Duration of leave	Percentage of salary based on duration of contract			
	2 years	3 years	4 years	5 years
6 months	75.00	83.33	87.50	90.00
7 months	70.83	80.56	85.42	88.33
8 months	66.67	77.78	83.33	86.67
9 months	N.A.	75.00	81.25	85.00
10 months	N.A.	72.22	79.17	83.33
11 months	N.A.	69.44	77.08	81.67
12 months	N.A.	66.67	75.00	80.00

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

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

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

12. Upon his return, a senior staff member shall be reinstated in his position, subject to the provisions concerning stability of employment applicable to senior staff.

DIVISION 3

RIGHTS AND BENEFITS

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

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

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

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

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

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

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

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

DIVISION 4

TOTAL DISABILITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DIVISION 5
RESIGNATION, RETIREMENT OR WITHDRAWAL
OF A SENIOR STAFF MEMBER

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

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

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

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

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

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

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

DIVISION 6
DEATH

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

DIVISION 7
LEAVE WITHOUT PAY

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

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

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

DIVISION 8
MATERNITY LEAVE AND ADOPTION LEAVE

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

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

DIVISION 9
PLACEMENT ON AVAILABILITY

26. If a senior staff member is placed on availability during the contract, he shall continue to participate in the plan.

In the event that a senior staff member is relocated to another school board, the contract shall be transferred to that school board, unless the latter refuses, in which case section 22 applies. However, the school board shall not make any monetary claim if the senior staff member is required to reimburse the school board under paragraph 1 or 3 of that section.

DIVISION 10
DISMISSAL OR NONREENGAGEMENT

27. In the event of the dismissal, termination of employment or nonreengagement of a senior staff member, the contract shall terminate on the effective date of the dismissal, termination of employment or nonreengagement. The conditions specified in section 22 apply.

SCHEDULE 8

GRADUAL PRERETIREMENT

1. The gradual preretirement program is intended for any senior staff member who, during the period immediately preceding his retirement, wishes to reduce his workweek by using sick-leave days to his credit in accordance with sections 100 to 104 of this Regulation.

In such a case, the reduced workweek cannot be less than 40% of the regular workweek of a regular full-time senior staff member.

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

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

However, where a gradual retirement 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.

SCHEDULE 9

PART-TIME SENIOR STAFF

1. This schedule applies to part-time senior staff as defined in section 1 of this Regulation.

DIVISION 1

SALARY

2. For the purposes of this Regulation, the salary of a part-time senior staff member corresponds to the salary that he would have received had he been appointed a regular full-time senior staff member, adjusted in proportion to the time worked.

DIVISION 2

INSURANCE PLANS

3. Subject to sections 4 to 6, a part-time senior staff member is covered by the insurance plans prescribed by this Regulation and the master policy of the insurance plans.

4. A part-time senior staff member is eligible for the insurance plans upon the expiry of a three-month period after assuming his duties, provided he is at work. If he is unable to be at work on that date, he shall be eligible for the plans on the date of his return to work.

However, subject to the specific provisions in this regard in the master policy for the insured plans, a part-time senior staff member who previously held employment in an agency in the public or parapublic sector and who was eligible for a group insurance plan applicable to employees of such an agency is eligible for the insurance plans on the date on which he assumes his duties, provided that his former employment ended less than 30 days prior to the date on which he assumes his duties and that he provide proof of his former employment.

5. The part-time senior staff member whose regular workweek is less than 70% of that of the full-time senior staff member shall have life insurance in the amount of \$3 200 payable to his beneficiaries.

6. The insurance plan provisions applicable to regular full-time senior staff apply to part-time senior staff whose regular workweek is equal to or greater than 70% of that of regular full-time senior staff.

DIVISION 3

ANNUAL VACATION

7. The provisions concerning annual vacation in this Regulation apply to a part-time senior staff member. However, the number of working days of vacation resulting from the application of these provisions shall be adjusted proportionately to the time worked and distributed by taking into account the regular workweek of the part-time senior staff member.

DIVISION 4

REGIONAL DISPARITIES

8. The provisions concerning regional disparities apply to a part-time senior staff member. However, the isolation and remoteness premium shall be adjusted in proportion to the time worked.

DIVISION 5

PAID LEGAL HOLIDAYS

9. Where a paid legal holiday, according to the school board's current policy for full-time senior staff, coincides with the work schedule of a part-time senior staff member, he shall receive the salary to which he would have been entitled had he been working that day.

SCHEDULE 10
COMMITTEES ON THE DETERMINATION OF
AND CHANGE IN THE CONDITIONS OF
EMPLOYMENT OF SENIOR STAFF

Comité consultatif des administrateurs

This committee is composed, on the one hand, of representatives of the Minister, the Quebec English School Boards Association and the Fédération des commissions scolaires du Québec and, on the other hand, of representatives of the Association des cadres scolaires du Québec, the Association des cadres de Montréal, the Association montréalaise des directions d'établissement scolaire and the Association of Administrators of English Schools of Quebec.

Comité du personnel de direction d'école

This committee is composed, on the one hand, of representatives of the Minister, the Quebec English School Boards Association and the Fédération des commissions scolaires du Québec and, on the other hand, of two representatives of the Fédération québécoise des directeurs et directrices d'établissement d'enseignement and of one representative of each of the following associations: the Association montréalaise des directions d'établissement scolaire, the Association québécoise du personnel de direction des écoles, the Association of Administrators of English Schools of Quebec and the Association des cadres scolaires du Québec.

Comité du personnel de direction de centre

This committee is composed, on the one hand, of representatives of the Minister, the Quebec English School Boards Association and the Fédération des commissions scolaires du Québec and, on the other hand, of representatives of the Association des cadres scolaires du Québec, the Association of Administrators of English Schools of Quebec, the Fédération québécoise des directeurs et directrices d'établissement d'enseignement, the Association montréalaise des directions d'établissement scolaire and the Association québécoise du personnel de direction des écoles.

SCHEDULE 11
ADMINISTRATIVE REGIONS*

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

SCHEDULE 12
HEAD OF A TRAINING CENTRE IN A
PENITENTIARY

1. These provisions apply to a person appointed by the school board as head of a training centre, instituted in a federal penitentiary located in Québec, and hereinafter referred to as "head of centre", in accordance with the agreement.

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

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

2. For purposes of this schedule, the term “agreement” means the 1997-2000 Canada-Québec Framework Agreement on training in federal penitentiaries from 1 July 1997 to 30 June 2000.

3. Subject to the provisions of this schedule, the following provisions of this Regulation, with the necessary changes, apply to the head of centre :

— Title 1

— Chapter 3 of Title 3, except for a complaint related to protective reassignment

— Provisions of the management policy drawn up under Chapter 5 of Title 3

— Provisions of Division 1 of Chapter 6 of Title 3

— Schedules 1 to 5 and Schedule 8

DIVISION 1 EMPLOYMENT OR APPOINTMENT

4. The school board shall hire or appoint the head of centre for a fixed period ; which period may not, however, exceed the maximum period prescribed for the said position.

Notwithstanding the preceding paragraph, this provision shall not have the effect of modifying the status of a regular full-time senior staff member. In such a case, this division does not apply to the senior staff member.

5. Where the school board decides not to renew the employment or appointment of the head of a centre, it shall inform him in writing at least 60 days prior to the end of the employment or appointment. Where the 60-day time limit exceeds the date of the end of the employment or appointment of the head of centre, the latter shall receive his salary for the period of notification exceeding that date, if he is not assigned to another position in the school board.

6. Unless the school board decides to renew the employment or appointment of the head of centre at the end of the term, all the benefits prescribed by this schedule and this Regulation cease to apply to him at the end of his employment or appointment.

DIVISION 2 CLASSIFICATION

7. Subject to the specific responsibilities prescribed in the agreement, the job description of assistant director of an adult education centre applies to the head of a centre.

DIVISION 3 SALARY SCALE

8. The classes and salary scales applicable to the assistant director of an adult education centre are those applicable to the position of head of centre. The group-hours of instruction shall be determined under Section 19 of this Regulation.

DIVISION 4 SPECIAL PROVISION CONCERNING PROTECTIVE REASSIGNMENT

9. The head of a centre whom the school board removes from the penitentiary for safety reasons shall retain the rights and benefits prescribed by this schedule and this Regulation for the period of employment or appointment and shall be assigned to other duties at the school board for that period.

Where a senior staff member already had a regular full-time status in the school board at the time when he was assigned head of centre, the school board shall assign him to another senior staff position or shall place him on availability if he cannot be assigned to that position.

SCHEDULE 13 INTEGRATION INTO NEW CLASSIFICATION PLAN ON 2 JULY 2005

Integration into Classification Plan

1. On 2 July 2005, the senior staff member, except for the senior staff member of the Comité de gestion de la taxe scolaire de l'île de Montréal, who held, on 1 July 2005, a regular senior staff position prescribed in Schedule 2 or 11 of the Regulation respecting the conditions of employment of management staff of school boards then in force shall be integrated into the new classification plan under section 5 of this schedule according to the rules defined hereinafter.

Calculation of Salary

2. On 2 July 2005, a senior staff member's salary shall be determined on the basis of the salary scales in Schedule 3 by applying the following rules and conditions :

The class assigned to a senior staff member position shall be determined according to the applicable range (number of students or group-hours of instruction prescribed in section 5 of this schedule) based on the youth population, adult education population and vocational education population of the 2005-2006 school year, determined under sections 16 to 22 of the Regulation.

A senior staff member's salary shall be determined as follows:

a) A senior staff member shall integrate his new salary scale on 2 July 2005.

b) A senior staff member's salary on 1 July 2005 includes the salary and the lump sum resulting from a change to a lower class.

c) A senior staff member's salary on 1 July shall be increased by 2%, unless such an increase does not ensure the senior staff member the minimum salary of his new scale, in which case he shall be integrated into the minimum salary of his new scale or, unless the 2% increase has the effect of taking his salary above the maximum salary of his new scale, in which case he shall receive the maximum salary of his new scale.

d) When on 1 July 2005, the senior staff member's salary exceeds the maximum salary of his new scale, the senior staff member shall receive a lump sum equal to the difference between the salary on 1 July and the maximum salary of his new scale. The lump sum shall be adjusted according to the change in salary.

e) The readjustment prescribed in the preceding paragraph ceases when the senior staff member's salary reaches or exceeds the 1 July 2005 salary.

Evaluation Request

3. 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 of the reference positions prescribed in

Schedule 1 or in the generic job descriptions of the ministerial document entitled "Description des emplois génériques du personnel d'encadrement des commissions scolaires" may request that the school board evaluate his classification.

Where, in the opinion of the school board, the principal and usual duties and responsibilities of the senior staff member do not correspond to any of the job descriptions of the reference positions prescribed in Schedule 1 or in the generic job descriptions of the ministerial document entitled "Description des emplois génériques du personnel d'encadrement des commissions scolaires", it shall submit the case to the Minister and shall provide a detailed description of the senior staff member's duties and responsibilities, the situation of the senior staff member in the administrative structure of the school board, the eligibility requirements and any other information specified by the Minister.

Every evaluation request related to the integration into the new classification plan in effect on 2 July for which a case file is submitted to the Minister before 31 March 2006 shall have a retroactive effect to 2 July 2005.

Other Conditions of Employment

4. Benefits and allowances received under parental rights or insurance plans (sections 53 to 96) shall be adjusted, on 2 July 2005, in the same manner as they are for salary scale adjustments.

Classification of Senior Staff on 2 July 2005

5. On 2 July 2005, a senior staff member shall be integrated into the new classification plan according to the following tables:

Classification 1 July 2005	Positions 2 July 2005	Population Range 24 000 or more or 300 000 GHI ¹ or more
D1: regional director (directeur de regroupement) and directeur de région	Regional director	12
C1: regional coordinator (coordonnateur de regroupement)	Regional coordinator	8

¹ GHI: Group-hours of instruction

Classification 1 July 2005	Positions 2 July 2005	Population Range 48 000 or more	Population Range 24 000- 47 999	Population Range 12 000- 23 999	Population Range 6 000- 11 999	Population Range 5 999 or less
D1: Director of student services, special education services, instructional services (youth) and any other D1, excluding regional director D2: Director of human resources	Director of educational services Director of human resources services	12	11	10	9	8
D2: Director of financial resources, material resources and information technologies resources services and any other D2, excluding director of human resources	Director of services other than educational services and human resources services	11	10	9	8	7
D3: Assistant director of student services, special education services, instructional services (youth) and human resources services	Assistant director of educational services Assistant director of human resources services	10	9	8	7	x
D3: Assistant director of financial resources, material resources and information technologies resources services	Assistant director of services other than educational services and human resources services	9	8	7	6	x
D3: Secretary general (exclusive function)	Secretary general (exclusive function)	8	7	7	6	6
C1: Coordinator of special education services, instructional services (youth) and any other C1, excluding regional coordinator C2: Coordinator of student services C2: Coordinator of human resources	Coordinator of educational services Coordinator of human resources services	8	7	6	5	5

Classification 1 July 2005	Positions 2 July 2005	Population Range 48 000 or more	Population Range 24 000- 47 999	Population Range 12 000- 23 999	Population Range 6 000- 11 999	Population Range 5 999 or less
C2: Coordinator of financial resources, material resources and information technologies resources services and any other C2, excluding coordinator of human resources and coordinator of student services	Coordinator of services other than educational services and human resources services	7	6	5	5	5
CGP: Personnel management consultant C4: Personnel management consultant-CSDM	Personnel management consultant	4	4	4	4	4
R1: Superintendent of administrative services (transportation, equipment or other administrative services) and any other R1 R2: Superintendent of maintenance, supply, food and community services and any other R2 R4: General foreman-CSDM R7: all R7 superintendents-CSDM	Superintendent of services	4	4	3	3	3
CO2: Specialized maintenance foreman	Specialized maintenance foreman	2	2	2	2	2
CO1: Assistant superintendent of transportation services CO3: Assistant superintendent of student transportation services-CSDM and any other CO1	Assistant superintendent of transportation services	2	2	2	2	2

Classification 1 July 2005	Positions 2 July 2005	Population Range 48 000 or more	Population Range 24 000- 47 999	Population Range 12 000- 23 999	Population Range 6 000- 11 999	Population Range 5 999 or less	
CO2: Administration officer	Administration officer						
CO5: Administration officer-CSDM and any other CO5-CSDM		2	2	2	2	2	
CO3: General maintenance foreman	General maintenance foreman	1	1	1	1	1	
CO3: Cafeteria manager	Cafeteria manager	1	1	1	1	1	
CO3: Secretarial staff manager, head of kitchen and cafeteria and secretarial staff manager-CSDM	Secretarial staff manager	1	1	1	1	1	
Classification 1 July 2005	Positions 2 July 2005	Population Range 2 800 or more	Population Range 1 800- 2 799	Population Range 800- 1 799	Population Range 500- 799	Population Range 250- 499	Population Range 249 or less
DP: Principal (elementary) DS: Principal (secondary)	Principal	11	10	9	8	7	6
DAP: Vice-principal (elementary) DAS: Vice-principal (secondary)	Vice-principal	6	6	6	5	5	x
R3: Administrative assistant (school)	Administrative assistant (school)	4	4	3	3	3	3
Classification 1 July 2005	Positions 2 July 2005	GHI' Range 85 000 or more	GHI Range 65 000- 84 999	GHI Range 35 000- 64 999	GHI Range 20 000- 34 999	GHI Range 8 000- 19 999	GHI Range 7 999 or less
DCA: Director of adult education centre and Centre director AES-CSDM DCFP: Director of vocational training centre	Director of adult education centre Director of vocational training centre	11	10	9	8	7	6

Classification 1 July 2005	Positions 2 July 2005	GHI ¹ Range 85 000 or more	GHI Range 65 000- 84 999	GHI Range 35 000- 64 999	GHI Range 20 000- 34 999	GHI Range 8 000- 19 999	GHI Range 7 999 or less
DACA: Assistant director of adult education centre, head of a training centre in a penitentiary DACFP: Assistant director of vocational training centre	Assistant director of adult education centre Assistant director of vocational training centre	6	6	6	5	5	5
R3: Administrative assistant (centre)	Administrative assistant (centre)	4	4	3	3	3	3

Classification 1 July 2005	Positions 2 July 2005	GHI Range 400 000 or more	GHI Range 200 000- 399 999	GHI Range 100 000- 199 999	GHI Range 50 000- 99 999	GHI Range 49 999 or less
DEA1: Director of adult education services	Director of adult education services	11	10	9	8	7
DEP1: Director of vocational education services	Director of vocational education services					
CEA1: Coordinator of adult education services	Coordinator of adult education services	8	7	6	6	5
CEP1: Coordinator of vocational education services	Coordinator of vocational education services					

¹ HGF: Group-hours of instruction

6. On 2 July 2005, the senior staff member, except for the senior staff member of the Comité de gestion de la taxe scolaire de l'île de Montréal, who held, on 1 July 2005, a regular senior staff position whose classification was determined by the Minister under Schedule 17 of the Regulation respecting the conditions of employment of management staff of school boards then in force shall be integrated on the basis of the class assigned by the Minister under section 25 of the Regulation. His salary shall be determined under section 2 of this schedule.

7. The senior staff member who assumed his duties at the school board between 1 July 2005 and the day after the date of the coming into force of the Regulation

shall be integrated into the new classification plan on the date on which he assumed his duties. This schedule applies by making the necessary changes.

SCHEDULE 14 CONDITIONS OF EMPLOYMENT APPLICABLE TO SENIOR STAFF OF THE COMITÉ DE GESTION DE LA TAXE SCOLAIRE DE L'ÎLE DE MONTRÉAL

1. This Regulation, except Schedules 2 and 13, apply, where applicable, to the senior staff of the Comité de gestion de la taxe scolaire de l'île de Montréal (Comité de gestion de la taxe) by making the necessary changes, subject to the special provisions contained herein.

Job classification and classification

2. Divisions 1 and 2 of Chapter 2 of Title 1 of this Regulation are replaced by the following provision:

The classification of a position corresponds to the class determined by the Minister in terms of the nature and complexity of the responsibilities inherent to each position based on the results of a job evaluation process using the Hay[®] method. The classification of positions is found in Table B of this schedule.

Stability of employment

3. Chapter 2 of Title 2 of this Regulation applies to a senior staff member of the Comité de gestion de la taxe, subject to the following special provisions:

a) Where a surplus of senior staff occurs as a result of the application of a law, a regulation adopted under a law under the jurisdiction of the Minister or an administrative policy approved by the Minister of Education, Recreation and Sports, the Comité de gestion de la taxe shall consult the association of administrators on the measures required to reduce the surplus and may, at a senior staff member's request, grant him a severance allowance or a preretirement leave under this Regulation, provided that such a measure have the effect of reducing the number of persons in surplus or on availability on the Comité de gestion de la taxe.

b) Where the Comité de gestion de la taxe cannot eliminate the surplus in accordance with the preceding paragraph, it shall place surplus staff on availability and shall so inform the Direction régionale de Montréal of the Ministry.

c) The senior staff member on availability shall be reassigned to a position in one of the school boards located on the Island of Montréal or at the Direction régionale de Montréal of the Ministry, according to the agreement concluded by the Comité de gestion de la taxe and a school board or with the Minister, as the case may be.

d) However, the senior staff member on availability shall remain in the employ of the Comité de gestion de la taxe until such time as an agreement is concluded.

Integration into new classification plan on 2 July 2005

4. On 2 July 2005, the senior staff member who held, on 1 July 2005, a regular senior staff position shall be integrated into the new classification plan according to Table A of this schedule.

5. On 2 July 2005, a senior staff member's salary shall be determined on the basis of the salary scales in Schedule 3 by applying the following rules and conditions:

a) A senior staff member shall integrate his new salary scale on 2 July 2005.

b) A senior staff member's salary on 1 July 2005 includes the salary and the lump sum resulting from a change to a lower class.

c) A senior staff member's salary on 1 July shall be increased by 2%, unless such an increase does not ensure the senior staff member the minimum salary of his new scale, in which case he shall be integrated into the minimum salary of his new scale or, unless the 2% increase has the effect of taking his salary above the maximum salary of his new scale, in which case he shall receive the maximum salary of his new scale.

d) When on 1 July 2005, the senior staff member's salary exceeds the maximum salary of his new scale, the senior staff member shall receive a lump sum equal to the difference between the salary on 1 July and the maximum salary of his new scale. The lump sum shall be adjusted according to the change in salary.

e) The readjustment prescribed in the preceding paragraph ceases when the senior staff member's salary reaches or exceeds the 1 July 2005 salary.

6. Benefits and allowances received under parental rights or insurance plans (sections 53 to 96) shall be adjusted, on 2 July 2005, in the same manner as they are for salary scale adjustments.

7. A senior staff member whose position was not evaluated when the new classification plan came into force may apply to the Comité de gestion de la taxe for an evaluation.

The Comité de gestion de la taxe shall submit the case to the Minister and shall provide a detailed description of the duties and responsibilities of the senior staff position, the situation of the senior staff member in the administrative structure, the eligibility requirements and any other information specified by the Minister.

Every evaluation request related to the integration into the new classification plan in effect on 2 July for which a case file is submitted to the Minister before 31 March 2006 shall have a retroactive effect to 2 July 2005.

TABLE A

Classification 1 July 2005	Positions 2 July 2005	Classes
A1 : Directeur des services financiers	Directeur des services financiers	9
A3 : Avocat-chef	Avocat-chef	7
A2 : Secrétaire général	Secrétaire général	7
A3 : Conseiller cadre en gestion	Conseiller cadre en gestion	4
B1 : Directeur du financement	Directeur du financement	7
B1 : Coordonnateur de la taxe scolaire, de l'informatique et bureautique	Coordonnateur de la taxe scolaire, de l'informatique et bureautique	6

TABLE B

**CLASSIFICATION OF POSITIONS OF THE
COMITÉ DE GESTION DE LA TAXE SCOLAIRE
DE L'ÎLE DE MONTRÉAL**

Positions	Classes
Directeur des services financiers	9
Avocat-chef	7
Secrétaire général	7
Conseiller cadre en gestion	4
Directeur du financement	7
Coordonnateur de la taxe scolaire, de l'informatique et bureautique	6

8. The senior staff member who assumed his duties between 1 July 2005 and the day after the date of the coming into force of the Regulation shall be integrated into the new classification plan on the date on which he assumed his duties. This schedule applies by making the necessary changes.

SCHEDULE 15

**STAFFING RULES APPLICABLE TO FULL-TIME
SENIOR STAFF IN A SCHOOL DURING 2005-2006
SCHOOL YEAR**

1. A school board shall determine the number of senior staff positions in a school. The positions shall be determined on the basis of the number of students enrolled in each school on 30 September according to the following weighting rules :

(1) in an elementary school that also provides secondary instruction, each student at the secondary level counts as 1.25 students ;

(2) in a school where there is a student for whom the administration has established an individualized education plan under section 96.14 of the Education Act (R.S.Q., c. I-13.3) in keeping with the policy concerning the organization of services for handicapped students and students with social maladjustments or learning disabilities, the student counts as two students ;

(3) in a school where there are students enrolled in a welcoming class authorized by the Minister, each student counts as two students.

A school is primarily an elementary or secondary school depending on the level at which the majority of students are enrolled.

2. For the purposes of this schedule, there are three types of schools :

(1) type one : a school instituted in one building that has at least 225 students ;

(2) type two : a school instituted in several buildings which, when grouped together, contains at least 225 students ;

(3) type three : a school other than a school referred to in paragraph 1 or 2.

3. Subject to Section 207 of this Regulation, the maximum number of senior staff positions in a school for a school board shall be determined according to the following rules :

(1) For Type 1 schools:

Number of weighted students	Maximum number of positions	
	Principal	Vice-principal
Elementary school		
225 to 549	1	—
550 to 999	1	1
1 000 or more	1	2
Secondary school		
225 to 499	1	—
500 to 899	1	1
900 to 1 499	1	2
1 500 to 1 999	1	3
2 000 to 2 599	1	4
2 600 to 3 099	1	5
3 100 to 3 599	1	6
3 600 or more	1	7

(2) For Type 2 schools:

Number of weighted students	Maximum number of positions	
	Principal	Vice-principal
Elementary school		
225 to 549	1	—
550 to 899	1	1
900 or more	1	2
Elementary school	See par. 1	

(3) In the case of schools of the third type, the maximum number of senior staff positions in a school is equal to the quotient obtained by dividing by 200 the total number of students enrolled in the schools, rounded off to the next whole number.

Notwithstanding the preceding paragraph, a school board may replace the position of principal by one or more senior staff positions in a school combined with teaching or other duties.

(4) In addition to the number of senior staff positions in a school prescribed in paragraphs 1 to 3, the school board may include an additional position of vice-principal for any secondary school of 1 800 students or more having not fewer than 300 students enrolled in the first cycle of the secondary program.

The school board shall distribute the positions determined under this schedule in its schools.

4. Notwithstanding section 3, where the maximum number of senior staff positions in a school determined under this schedule is less than that determined for the preceding school year, the school board shall have a maximum period of one year, as of 1 July following the school year affected by a decrease in the number of senior staff positions in a school, in which to readjust its positions.

7386

Gouvernement du Québec

T.B. 203163, 13 December 2005

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

School boards

— Certain conditions of employment of senior executives

— Amendments

Regulation to amend the Regulation respecting certain conditions of employment of senior executives of school boards

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

WHEREAS the Regulation respecting certain conditions of employment of senior executives of school boards was made by the minister's order dated 18 November 2004 and amended on 17 June 2005 and 6 October 2005;

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

WHEREAS the Minister of Education, Recreation and Sports is of the opinion that it is expedient to amend the Regulation;