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**Consolidated Document**

**REGULATION RESPECTING CERTAIN CONDITIONS  
OF EMPLOYMENT OF SENIOR STAFF  
OF GENERAL AND VOCATIONAL COLLEGES**

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This document has no legal sanction and must not be used to address legal issues. The official text (C.T. 202574 dated 21 June 2005) and the following amendments:

- C.T. 203752 dated 23 May 2006
- C.T. 207978 dated 22 June 2009
- M.O. dated 6 June 2011
- M.O. dated 11 July 2012
- M.O. dated 10 August 2012

are published in the *Gazette officielle du Québec*.

**MELS-DGRT  
September 2012**

**REGULATION RESPECTING CERTAIN CONDITIONS OF EMPLOYMENT  
OF SENIOR STAFF OF GENERAL AND VOCATIONAL COLLEGES**

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

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## CHAPTER I INTERPRETATION

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

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

"Association" means the Association des cadres des collèges du Québec;

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

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

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

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

"public and parapublic sectors":

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

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

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

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

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

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

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

"Minister" means the Minister of Education, Recreation and Sports;

"Ministry" means the Ministry of Education, Recreation and Sports;

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

"senior staff" means a senior staff member or a manager hired by a college and covered by this Regulation, and a senior executive designated as supernumerary senior staff in accordance with the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges (R.S.Q., c. C-29, r. 3.3);

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

## **CHAPTER II**

### **GENERAL PROVISIONS AND SCOPE**

#### **DIVISION I**

##### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

#### **DIVISION II**

##### **SCOPE**

6. This Regulation applies to a regular senior staff member employed by a college and to the senior executive designated as supernumerary senior staff in accordance with the Regulation respecting certain conditions of employment of senior executives of general and vocational colleges (R.S.Q., c. C-29, r. 3.3).

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

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

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

Chapter I: Definitions (pertinent definitions)

Chapter II: General Provisions and Scope

Chapter III: Job Classification and Classification of Senior Staff Positions

Chapter IV: Remuneration—section 25

Chapter VI: Annual Vacation

Chapter XV: Division I–Recourse Committee

Chapter XVI: Management Policy

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

Chapter I: Definitions

Chapter II: General Provisions and Scope

Chapter III: Job Classification and Classification of Senior Staff Positions

Chapter IV: Remuneration

Chapter VI: Annual Vacation

Chapter VII: Group Insurance Plans

Chapter VIII: Parental Rights

Chapter XV: Division I–Recourse Committee

Chapter XVI: Management Policy

### **CHAPTER III**

#### **JOB CLASSIFICATION AND CLASSIFICATION OF SENIOR STAFF POSITIONS**

##### **DIVISION I**

##### **DETERMINATION OF CLASSIFICATION OF SENIOR STAFF POSITIONS**

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

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

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

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

(2) the eligibility requirements.

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

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

CLASSES	RATES 2006-04-01 TO 2007-03-31 \$		RATES 2007-04-01 TO 2008-03-31 \$		RATES 2008-04-01 TO 2009-03-31 \$		RATES AS OF 2009-04-01 \$	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
17	112 604	150 139	114 856	153 142	117 153	156 205	119 496	159 329
16	106 375	141 833	108 503	144 670	110 673	147 563	112 886	150 514
15	100 489	133 986	102 499	136 666	104 549	139 399	106 640	142 187
14	94 930	126 574	96 829	129 105	98 766	131 687	100 741	134 321
13	89 678	119 572	91 472	121 963	93 301	124 402	95 167	126 890
12	84 718	112 957	86 412	115 216	88 140	117 520	89 903	119 870
11	80 031	106 708	81 632	108 842	83 265	111 019	84 930	113 239
10	75 604	100 806	77 116	102 822	78 658	104 878	80 231	106 976
9	71 422	95 229	72 850	97 134	74 307	99 077	75 793	101 059
8	67 471	89 961	68 820	91 760	70 196	93 595	71 600	95 467
7	62 837	83 783	64 094	85 459	65 376	87 168	66 684	88 911
6	58 523	78 030	59 693	79 591	60 887	81 183	62 105	82 807
5	54 504	72 671	55 594	74 124	56 706	75 606	57 840	77 118
4	50 761	67 681	51 776	69 035	52 812	70 416	53 868	71 824
3	45 300	60 400	46 206	61 608	47 130	62 840	48 073	64 097
2	40 428	53 903	41 237	54 981	42 062	56 081	42 903	57 203
1	36 078	48 104	36 800	49 066	37 536	50 047	38 287	51 048

## DIVISION II

### ANNUAL CLASSIFICATION REVIEW OF SENIOR STAFF POSITIONS

13. Each year, the college shall revise, on 1 July, the class of a senior staff position for which the employment group remains unchanged in terms of the applicable classification criteria described in the *Plan de classification des emplois types et Guide de classement des postes de cadre pour le personnel d'encadrement des collèges d'enseignement général et professionnel*.

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

## CHAPTER IV

### REMUNERATION

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

## DIVISION I

### CALCULATION OF SALARY

16. Salary is the remuneration to which a senior staff member is entitled in accordance with this division and with Division IV of this chapter, excluding any premium, lump sum, any amount prescribed in Division IV of Chapter VII, and any salary increase to compensate for the lack of fringe benefits.

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



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

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

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

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

**19.1** The salary of a senior staff member with a successfully completed master's degree in a recognized institution and whose field of study is pertinent or related to the position is equivalent to 102.5% of the maximum of the salary scale for the class of his position, if the senior staff member has been at the maximum of the salary scale for at least one year.

The salary of a senior staff member with a successfully completed doctoral degree in a recognized institution and whose field of study is pertinent or related to the position is equivalent to 105% of the maximum of the salary scale for the class of his position, if the senior staff member has been at the maximum of the salary scale for at least one year.

The senior staff member who has master's and doctoral degrees cannot receive both salary rates prescribed in the preceding paragraphs.

The additional remuneration applies as of 25 April 2012 and is part of the salary defined in section 16.

The senior staff member who receives the salary prescribed in any of the preceding paragraphs is not considered as overscale.

## **DIVISION II PREMIUMS**

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

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

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

**22.** Where half or more of the regular work schedule falls between 00:00 and 07:00, a manager shall receive the night shift premium prescribed by Schedule III for each hour actually worked.

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

### **DIVISION III**

#### **TEMPORARY ASSIGNMENT TO A SENIOR STAFF POSITION**

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

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

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

He shall receive in addition a lump-sum payment equal to 11.12% to compensate for the lack of fringe benefits. For the person referred to in section 47.1, the 6% increase prescribed in order to compensate for the lack of coverage shall be included in the 11.12% lump sum.

### **DIVISION IV**

#### **REVIEW OF REMUNERATION**

##### **SUBDIVISION IV.1**

##### **SALARY ADJUSTMENT FOLLOWING ANNUAL CLASSIFICATION REVIEW**

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

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

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

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

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

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

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

##### **SUBDIVISION IV.2**

##### **LUMP-SUM PAYMENTS RELATED TO THE CALCULATION OF SALARY**

**28.** Where the application of sections 10 and 12 has the effect of reducing the salary of a senior staff member, he shall be entitled to a lump-sum payment.

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

The payment shall be made in accordance with the procedures used for the payment of his salary.

**29.** Where the decision of the college, made under section 19, has the effect of reducing the salary of a senior staff member, the college shall pay him a lump sum according to the conditions prescribed in section 28. However, if the decision results from an express request of the senior staff member or from a disciplinary measure, the college may pay him a lump sum under the conditions prescribed by the management policy.

### **SUBDIVISION IV.3**

#### **ANNUAL INCREMENT ON 1 APRIL**

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

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

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

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

### **SUBDIVISION IV.4**

#### **CRITERIA APPLICABLE TO CERTAIN SENIOR STAFF MEMBERS ON DISABILITY LEAVE**

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

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

### **DIVISION V**

#### **ASSIGNMENT TO TWO OR MORE CONCURRENT POSITIONS**

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

### **DIVISION VI**

#### **PERFORMANCE BONUSES**

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

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

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

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

**CHAPTER V**  
**MEASURES FACILITATING INTER-COLLEGE MOBILITY**

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

**DIVISION I**  
**STABILITY OF EMPLOYMENT**

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

**DIVISION II**  
**BANK OF SICK-LEAVE DAYS**

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

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

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

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

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

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

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

**DIVISION III**  
**ANNUAL VACATION**

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

## **CHAPTER VI**

### **ANNUAL VACATION**

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

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

## **CHAPTER VII**

### **GROUP INSURANCE PLANS**

#### **DIVISION I**

##### **GENERAL PROVISIONS**

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

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

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

"salary": remuneration applicable to a senior staff member within the meaning of section 16 including:

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

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

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

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

These plans are as follows:

**a) Plan insured by the college:**

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

**b) Plans insured by the Government of Québec:**

- a uniform life insurance plan as defined in subdivision III.1 of Division III;
- a survivor's pension plan as defined in subdivision III.2 of Division III.

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

- Compulsory basic plans:
  - a life insurance plan;
  - a health and accident insurance plan. This plan shall not apply, however, to a senior staff member whose application for exemption is accepted by the college in accordance with the insurance policy;
  - a long-term salary insurance plan.
- Complementary plans:
  - an optional supplemental life insurance plan;
  - a compulsory long-term salary insurance plan.

**47.1** The senior staff member who is contributing to the group insurance plan for retired management staff in the public and parapublic sectors or who is receiving superannuation benefits from a pension plan managed by the Commission administrative des régimes de retraite et d'assurances, with the exception of the Pension Plan of Elected Municipal Officers, of the Retirement Plan for Mayors and Councillors of Municipalities or the Pension Plan of the Members of the National Assembly, shall not be covered by the group insurance plans referred to in section 47. The salary of the senior staff member shall be increased by 6% to compensate for the lack of coverage.

The senior staff member who, on 14 July 2009, is covered by the insurance plans referred to in section 47, shall be entitled to continued coverage for a maximum period of 90 days, calculated as of that date. At the end of the period for which coverage is maintained, in conformity with the first paragraph, the senior staff member shall no longer be covered by the insurance plans and his salary shall then be increased by 6%.

Notwithstanding the foregoing, the senior staff member who is covered by the insurance plans referred to in section 47, who is totally disabled on 15 July 2009, shall continue to be covered by the insurance plans until the end of his salary insurance benefits or until the termination date of the benefits, as prescribed in the working conditions or in the master policy. As of the end or termination date, the senior staff member shall no longer be covered by the insurance plans and his salary shall then be increased by 6%.

**47.2** The senior staff member referred to in section 47.1 who, on 29 June 2011, receives a salary increase of 6% may, notwithstanding the second paragraph of this section, be again covered by the group insurance plans for management staff in the public and parapublic sectors in which he participated on 14 July 2009 if:

a) on 29 June 2011, he still holds the position held on 14 July 2009 or, if he no longer holds that position, he holds another management position in the same general and vocational college without any interruption in service;

b) he so requests the Direction générale des relations du travail of the Ministry no later than 13 August 2011.

A copy of the official document confirming the appointment of the senior staff member to a management position and a letter from the college attesting that the senior staff member meets the first condition mentioned above must be included with the request.

Where applicable, the senior staff member is again covered by the group insurance plans for management staff in the public and parapublic sectors no later than 27 September 2011 and is no longer entitled, as of the date on which he is again covered, to the salary increase of 6%.

**48.** Subject to the specific provisions prescribed to that effect in the master policy of the plans insured by the insurer, a senior staff member who, prior to becoming a senior staff member governed by this Regulation, was in the employ of an employer in the public or parapublic sector and was eligible for a group insurance plan applicable to employees in that sector shall be eligible for the insurance plans described in this chapter on the date on which he assumed his duties as a senior staff member governed by this Regulation, provided that his previous employment terminated not more than 30 days prior to the date on which he assumed his duties and that he provides the necessary proof of his former employment.

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

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

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

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

Upon his request, a senior staff member who is reassigned to a position covered by union certification shall retain, on the date of his reassignment and on the condition that he has held a senior staff or senior executive staff position for at least two years, the group insurance plans described in this chapter.

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

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

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

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

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

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

**DIVISION II**  
**PLAN INSURED BY THE COLLEGE**

**Short-term salary insurance plan**

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

***Benefits***

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

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

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

***Total disability and period of total disability***

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

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

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

***Gradual return***

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

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



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

#### ***Exemption of payment of contributions***

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

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

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

#### ***Coordination of disability benefits***

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

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

#### ***Payment of benefits and medical expertise***

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

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

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

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

#### ***Industrial accidents***

**66.** The senior staff member who is incapable of performing his duties following an industrial accident or an occupational disease that occurred while he was employed by the college shall be entitled to receive, for the period he is paid an income replacement indemnity, an amount equal to the difference between the income replacement indemnity prescribed by the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) and his net salary. This amount in addition to the income replacement indemnity shall be brought to a taxable gross amount and must not have the effect of increasing the net salary to which the senior staff member would have been entitled during that period.

This amount in addition to the income replacement indemnity shall be paid during a maximum continuous period of two years, but shall cease to be paid when the senior staff member is no longer eligible, under the provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) for the income replacement indemnity.

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

### ***End of participation***

**67.** Unless there are provisions to the contrary, a senior staff member's participation in the short-term salary insurance plan and entitlement to benefits shall terminate on the earliest of the following dates:

- (1) the date on which he is no longer governed by this chapter;
- (2) the date on which his total preretirement leave prescribed in sections 152 and 219 begins;
- (3) the date on which the senior staff member begins to use sick-leave days so that he may be exempted totally from performing the duties prescribed by the progressive retirement agreement and which immediately precedes his retirement;
- (4) the date of his retirement.

## **DIVISION III**

### **PLANS INSURED BY THE GOVERNMENT OF QUÉBEC**

#### **SUBDIVISION III.1**

##### **UNIFORM LIFE INSURANCE PLAN**

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

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

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

- (1) the date on which he is no longer governed by this chapter;
- (2) the date of his retirement.

#### **SUBDIVISION III.2**

##### **SURVIVOR'S PENSION PLAN**

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

- (1) the words "civil servant" and "remuneration" are replaced respectively by the words "senior staff member" and "salary";
- (2) section 25 of the directive is replaced by section 248 of this Regulation;

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

"salary"

- for a disability which began after 31 December 1981, salary means that set out in section 46 of this Regulation as well as, where applicable, the compulsory complementary long-term salary insurance plan;
- for a disability which began on or prior to 31 December 1981, salary means the senior staff member's annual salary.

#### **DIVISION IV PLANS INSURED BY THE INSURER**

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

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

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

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

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

#### ***Cost sharing of compulsory basic plans***

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

#### ***Sectorial committee***

**74.** A sectorial committee shall be set up, at the request of either party, to analyze any problem dealing with the return to work and to propose appropriate solutions to the problems encountered by the college, the senior staff member and the insurer, particularly in the case of a return to work which could involve the temporary use of the senior staff member's services or his moving. This committee shall be composed of a representative from each of the following bodies: the Fédération des cégeps, the Association and the Minister. The committee may call upon resource people, as needed.

#### ***Medical arbitration tribunal***

**75.** Where the college is advised by the insurer that a senior staff member no longer complies or does not comply with the definition of total disability and that the payment of his benefit shall be suspended or refused, it may submit the disagreement to contest the insurer's decision to the Medical Arbitration Tribunal in order to determine whether the senior staff member complies with the definition of total disability in accordance with the medical arbitration agreement concluded with the insurer and provided that the senior staff member agrees that the disagreement be submitted to the tribunal for a final decision. The disagreement may be submitted directly to the tribunal or after the college has required, at its expense, that the senior staff member undergo a medical examination.

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

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

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

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

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

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

### ***Offer of employment***

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

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

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

### ***Waiting period for a position***

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

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

### ***Termination of employment***

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

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

## **DIVISION V REHABILITATION**

### ***Eligibility***

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

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

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

a) his 65<sup>th</sup> birthday;

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

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

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

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

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

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

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

### ***Offer of rehabilitative employment***

**85.** The senior staff member to whom the college has offered rehabilitative employment in writing must inform the latter in writing whether he accepts or refuses such rehabilitative employment, regardless of whether the rehabilitation commences before or after the first 104 weeks of disability. The duration of the regular workweek of such employment must not be less than that the senior staff member held at the beginning of the total disability.

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

***Rehabilitation occurs during the first 104 weeks***

**87.** A senior staff member whose rehabilitation occurs during the first 104 weeks of disability is deemed totally disabled for that period and shall receive for the time worked while holding rehabilitative employment, a short-term salary insurance benefit equal to 90% of the salary to which he would have been entitled had he been working in his position and, for the time not worked or the waiting period for such employment, where applicable, a short-term salary insurance benefit equal to 70% of that salary.

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

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

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

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

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

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

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

***Rehabilitation occurring before and after the 104<sup>th</sup> week***

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

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

### ***Rehabilitation after the 104<sup>th</sup> week***

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

### ***Training and classification***

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

**93.** A senior staff member shall be assigned the classification and the salary of the rehabilitative employment at the end of the 104<sup>th</sup> week of disability or, where applicable, at the end of the rehabilitation if the latter ends after the 104<sup>th</sup> week and the provisions of subdivision IV.2 of Chapter IV do not apply.

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

## **DIVISION VI SPECIAL PROVISIONS**

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

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

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

## **CHAPTER VIII PARENTAL RIGHTS**

### **DIVISION I GENERAL PROVISIONS**

**97.** For the sole purposes of this chapter, the terms "au cadre" and "le cadre" are used in the French text to expressly designate a male senior staff member and the terms "la cadre" and "à la cadre" are used to expressly designate a female senior staff member.

For the purposes of this chapter, 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 and have been 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 at least one year.

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

**98.** Unless expressly stated otherwise, this chapter may not have the effect of granting monetary or nonmonetary benefits that a senior staff member would not have received had the senior staff member remained at work.

**99.** Compensation for maternity, paternity or adoption leave shall be paid only as a supplement to parental insurance benefits or Employment Insurance benefits, as the case may be, or in the cases mentioned below, as payments during a period of absence for which the Québec Parental Insurance Plan and the Employment Insurance Plan provide no benefit.

However, maternity, paternity or adoption leave benefits shall be paid only during the weeks the senior staff member receives or would receive, after submitting an application for benefits, benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.

In the case where the senior staff member shares adoption or parental benefits prescribed by the Québec Parental Insurance Plan or the Employment Insurance Plan with his or her spouse, compensation shall be paid only if the senior staff member actually receives a benefit under either one of the plans during the maternity leave prescribed in section 103 or 104, the paternity leave prescribed in section 123 or the adoption leave prescribed in section 124.1.

**100.** Where both parents are women, the allowances and benefits granted to the father shall be granted to the mother who did not give birth.

**101.** The college shall not reimburse a senior staff member for an amount that could be claimed from the senior staff member by the Minister of Employment and Social Solidarity under the Act respecting parental insurance (R.S.Q., c. A-29.011) or Human Resources and Skills Development Canada (HRSDC) under the Employment Insurance Act (S.C. 1996, c. 23).

**102.** The salary, deferred salary and severance payments shall not be increased or decreased by the amounts received under the Québec Parental Insurance Plan or the Supplementary Employment Insurance Benefits Plan.

## **DIVISION II**

### **MATERNITY LEAVE**

#### **SUBDIVISION II.1**

##### **LEAVE ENTITLEMENT**

**103.** The pregnant senior staff member covered by section 112 is entitled to 21 weeks of maternity leave which, subject to sections 108 and 108.1, must be consecutive.

The pregnant senior staff member covered by section 119 or 120 is entitled to 20 weeks of maternity leave which, subject to sections 108 and 108.1, must be consecutive.

The senior staff member who is eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, but who has not completed the 20 weeks of service prescribed in sections 112 and 119 is also entitled to a leave of 21 or 20 weeks, as the case may be.

The senior staff member covered by section 120 is entitled to a leave of 20 weeks if she has not completed the 20 weeks of service prescribed in that section.

Maternity leave may be for a shorter duration than the durations mentioned in the preceding paragraphs. A senior staff member who returns to work within two weeks following the birth must, at the college's request, produce a medical certificate attesting that she has sufficiently recovered to return to work.

**104.** A senior staff member who becomes pregnant while on a leave without pay prescribed in this chapter is also entitled to maternity leave and to the benefits prescribed in sections 112, 119 and 120.



**105.** Where there is termination of pregnancy after the beginning of the 20<sup>th</sup> week preceding the expected date of delivery, a senior staff member is also entitled to maternity leave.

**106.** Where the spouse of a senior staff member dies, the remainder of the maternity leave and the rights and benefits attached thereto shall be transferred to the senior staff member.

## **SUBDIVISION II.2**

### **TERMS AND CONDITIONS OF MATERNITY LEAVE**

**107.** The distribution of maternity leave before and after delivery shall be decided by the senior staff member. However, the leave of the senior staff member eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall be concurrent with the period during which benefits are paid under either one of these plans and must begin no later than the week following the start of benefits payment.

**108.** A senior staff member may suspend her maternity leave and return to work if she has sufficiently recovered from delivery and the child is unable to leave the health institution. It shall be completed when the child is brought home.

Moreover, when a senior staff member has sufficiently recovered from delivery, but the child is hospitalized after leaving the health institution, the senior staff member may suspend her maternity leave, after agreement with the college, and return to work for the period during which the child is hospitalized.

**108.1** Upon the senior staff member's request, a maternity leave may be divided into weeks if her child is hospitalized or due to a situation, other than illness related to pregnancy, covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the maternity leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For any other possible divisions of the leave, the maximum number of weeks during which the leave is suspended is prescribed in the Act respecting labour standards for such a situation.

During those suspensions, the senior staff member is considered on leave without pay and shall not receive any allowance or benefit from the college. The senior staff member shall receive the benefits prescribed in section 136 during the suspension.

**108.2** When the maternity leave suspended or divided under section 108 or 108.1 resumes, the college shall pay the senior staff member the allowance to which she would have been entitled had she not suspended or divided the leave. The college shall pay the allowance for the number of weeks remaining under section 112, 119 or 120, as the case may be, subject to section 99.

**109.** 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, unless she already has at least two weeks of maternity leave remaining after the birth.

Furthermore, a maternity leave may be extended if the state of health of the child or of the senior staff member requires it. The duration of extended maternity leave shall be specified in the medical certificate provided by the senior staff member.

During the extensions, the senior staff member is considered on leave without pay and shall not receive any allowance or benefit from the college. During those extensions, the senior staff member shall be covered by section 143 during the first six weeks and subsequently by section 134.

**110.** During the fourth week preceding the expiry date of a maternity leave, the college shall send the senior staff member a notice indicating the date on which the leave expires.

A senior staff member to whom the college has sent the notice prescribed in the first paragraph must report for work on the expiry date of the maternity leave, unless the leave is extended in the manner prescribed in Division V.

The senior staff member who does not comply with the preceding paragraph is deemed on leave without pay for a period not exceeding four weeks. At the end of that period, the senior staff member who has not reported for work is presumed to have resigned.

**111.** To obtain maternity leave, a senior staff member must give written notice to the college not less than three weeks before the date of departure. The notice must be accompanied by a medical certificate or a written report signed by a midwife attesting to the pregnancy and the expected date of delivery.

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 case of unforeseen events, the senior staff member shall not be required to give notice, subject to submitting a medical certificate to the college stating it is necessary to stop working immediately.

### **SUBDIVISION II.3**

#### **ENTITLEMENT OF A SENIOR STAFF MEMBER TO AN ALLOWANCE UNDER THE QUÉBEC PARENTAL INSURANCE PLAN**

**112.** A senior staff member who has accumulated 20 weeks of service and who is eligible for benefits under the Québec Parental Insurance Plan is also entitled to receive for 21 weeks of the maternity leave an allowance equal to the difference between 93% of the senior staff member's basic weekly salary and the maternity or parental benefits that she receives or would receive under the Québec Parental Insurance Plan, after submitting an application for benefits.

The allowance shall be based on the benefits of the Québec Parental Insurance Plan 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 Act respecting parental insurance (R.S.Q., c. A-29.011).

However, if the benefit paid under the Québec Parental Insurance Plan is modified due to a change in the information provided by the college, the latter shall adjust the allowance accordingly.

A senior staff member who works for more than one employer shall receive an allowance equal to the difference between 93% of the basic salary paid by the college and the benefits paid under the Québec Parental Insurance Plan that represent 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 under the Act respecting parental insurance.

**113.** 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.

**114.** For the purposes of this chapter, basic weekly salary means the salary and the lump sums prescribed in sections 28 and 29.

**115.** The college may not offset, in the allowance it pays to a senior staff member on maternity leave, the reduction in benefits under the Québec Parental Insurance Plan attributable to the salary earned from another employer.

**116.** Notwithstanding section 115, the college shall pay the compensation if the senior staff member proves that the salary earned from 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.

**117.** The employer paying the regular salary prescribed in section 116 must provide such a letter at the request of the senior staff member.

**118.** The total amounts received by the senior staff member during the maternity leave in benefits under the Québec Parental Insurance Plan, allowances and salary may not exceed 93% of the basic salary paid by the senior staff member's employer or, where applicable, employers.

#### **SUBDIVISION II.4**

##### **ENTITLEMENT OF A SENIOR STAFF MEMBER TO AN ALLOWANCE UNDER THE EMPLOYMENT INSURANCE PLAN**

**119.** A senior staff member who has accumulated 20 weeks of service and who is eligible for benefits under the Employment Insurance Plan, but is not eligible for benefits under the Québec Parental Insurance Plan is entitled to receive:

a) for each week of the waiting period prescribed by the Employment Insurance Plan, an allowance equal to 93% of the basic weekly salary;

b) for each week that follows the period prescribed in paragraph a), an allowance equal to 93% of her basic weekly salary and the maternity or parental benefit paid under the Employment Insurance Plan that the senior staff member receives or could receive, after submitting an application for benefits, up to the end of the 20<sup>th</sup> week of maternity leave.

The allowance shall be based on 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.

However, if the Employment Insurance benefit is modified due to a change in the information provided by the college, the latter shall adjust the allowance accordingly.

A senior staff member who works for more than one employer shall receive an allowance from each of her employers. In this case, the allowance is equal to the difference between 93% of the basic salary paid by the college 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 HRSDC.

Moreover, if HRSDC reduces the number of weeks of Employment Insurance benefits to which the senior staff member would have been entitled if she had not received Employment Insurance benefits before her maternity leave, the senior staff member shall continue to receive the allowance prescribed in the first subparagraph of paragraph b) for a period equal to the weeks subtracted by HRSDC as though the senior staff member had received Employment Insurance benefits during that period.

Sections 115 to 118 apply to this subdivision with any necessary modifications.

#### **SUBDIVISION II.5**

##### **ALLOWANCE ENTITLEMENT OF A SENIOR STAFF MEMBER EXCLUDED FROM RECEIVING BENEFITS UNDER THE QUÉBEC PARENTAL INSURANCE PLAN AND THE EMPLOYMENT INSURANCE PLAN**

**120.** A senior staff member excluded from receiving benefits under the Québec Parental Insurance Plan and the Employment Insurance Plan shall also be excluded from receiving any compensation prescribed in sections 112 and 119.

However, a full-time senior staff member who has accumulated 20 weeks of service is entitled to an allowance equal to 93% of the basic weekly salary for 12 weeks if she does not receive benefits under a parental rights plan established by another province or territory.

## **SUBDIVISION II.6**

### **CALCULATION AND PAYMENT OF ALLOWANCE**

**121.** In the cases prescribed in sections 112, 119 and 120:

a) No allowance may be paid during a vacation period during which a senior staff member is paid.

b) Unless the salary is paid on a weekly basis, the allowance shall be paid at two-week intervals, the first payment being due, in the case of a senior staff member eligible for benefits under the Québec Parental Insurance Plan, only 15 days after the college obtains proof that she is receiving benefits under that plan.

In the case of a senior staff member eligible for benefits under the Employment Insurance Plan, the allowance due for the first two weeks shall be paid by the college in the first two weeks of the leave. Unless the applicable salary is paid on a weekly basis, the allowance due after that date shall be paid at two-week intervals, the first payment being due only 15 days after the college obtains proof that she is receiving benefits under that plan.

For the purposes of subparagraph b), a statement of benefits, a payment stub or information provided, by means of an official statement, by the Ministry of Employment and Social Solidarity or the HRSDC shall be accepted as proof.

c) Service shall be calculated with all employers of the public and parapublic sectors (public service, education, health and social services), health and social service agencies, all agencies for which, by law, the employees' 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 112, 119 and 120 is deemed to have been met, where applicable, if the senior staff member has satisfied that requirement with any employer mentioned in the preceding paragraph.

## **DIVISION III**

### **PATERNITY LEAVE**

#### **SUBDIVISION III.1**

##### **LEAVE ENTITLEMENT**

**122.** A senior staff member is entitled to take paid leave for a maximum of five working days for the birth of his child. Where there is termination of pregnancy after the beginning of the 20<sup>th</sup> week preceding the expected date of delivery, the senior staff member is also entitled to a paternity leave. The paid leave may be discontinuous, but must be taken between the beginning of the delivery and the 15<sup>th</sup> 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.

The senior staff member whose spouse gives birth is also entitled to the paternity leave if she is designated as one of the child's mothers.

The senior staff member must inform the college of his absence as soon as possible.

**123.** A senior staff member is also entitled to take paternity leave for the birth of his child for no more than five weeks which, subject to sections 141 and 142, must be consecutive. The leave must terminate no later than the end of the 52<sup>nd</sup> week following the week of the child's birth.

The paternity leave of a senior staff member who is eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall be concurrent with the period during which benefits are paid under either one of these plans and must begin no later than the week following the start of benefits payment.

The senior staff member whose spouse gives birth is also entitled to the leave if she is designated as one of the child's mothers.

### **SUBDIVISION III.2** **ALLOWANCE ENTITLEMENT**

**123.1** During the paternity leave prescribed in section 123, the senior staff member shall receive an allowance equal to the difference between his basic weekly salary and the benefit that he is receiving or would receive, after submitting an application for benefits, under the Québec Parental Insurance Plan or the Employment Insurance Plan.

The second, third and fourth paragraphs of section 112 or subparagraph b) of section 119, as the case may be, and sections 115 to 118 apply to this section with any necessary modifications.

**123.2** A senior staff member who is not entitled to paternity benefits under the Québec Parental Insurance Plan or to parental benefits under the Employment Insurance Plan shall receive during the paternity leave prescribed in section 123 an allowance equal to his basic weekly salary.

**123.3** Subparagraphs a) and b) of section 121 apply to a senior staff member receiving the allowances prescribed in section 123.1 or 123.2.

### **SUBDIVISION III.3** **TERMS AND CONDITIONS OF PATERNITY LEAVE**

**123.4** The leave prescribed in section 123 shall be granted following a written request submitted to the college at least three weeks in advance. However, the time limit can be shorter if the birth occurs before the expected date of delivery. The request must specify the anticipated expiry date of the leave.

**123.5** The senior staff member must report for work upon the expiry of his paternity leave prescribed in section 123, unless the leave is extended in the manner prescribed in Division V.

The senior staff member who does not comply with the preceding paragraph is considered to be on leave without pay for a period not exceeding four weeks. At the end of that period, the senior staff member who has not reported for work is considered to have resigned.

**123.6** A senior staff member who, before the expiry date of his paternity leave prescribed in section 123, sends his college a notice accompanied by a medical certificate attesting that the state of health of the child requires it, is entitled to extend his paternity leave for the duration indicated in the medical certificate.

During the extended leave, the senior staff member is considered on leave without pay and section 134 applies. The senior staff member shall not receive any allowance or benefit from the college.

## **DIVISION IV**

### **ADOPTION LEAVE AND LEAVE FOR ADOPTION PURPOSES**

#### **SUBDIVISION IV.1**

##### **LEAVE ENTITLEMENT**

**124.** A senior staff member is entitled to a paid leave of no more than five working days for the adoption of a child other than his or her spouse's child. The leave may be discontinuous, but must be taken within 15 days of the child's arrival home.

One of the five days may be used for the baptism or registration.

The senior staff member must inform the college of his or her absence as soon as possible.

**124.1** A senior staff member who legally adopts a child, other than his or her spouse's child, is entitled to a leave not exceeding five weeks which, subject to sections 141 and 142, must be consecutive. The leave must expire not later than the end of the 52<sup>nd</sup> week following the week when the child arrives home.

The leave of the senior staff member eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall be concurrent with the period during which benefits are paid under either one of these plans and must begin no later than the week following the start of benefits payment.

The leave of the senior staff member who is ineligible for benefits under the Québec Parental Insurance Plan 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 or at another time agreed with the college.

**124.2** A senior staff member who adopts his or her spouse's child is entitled to a leave of no more than five working days, of which only the first two shall be paid.

The leave may be discontinuous, but it cannot be taken after 15 days of filing the adoption papers.

#### **SUBDIVISION IV.2**

##### **ALLOWANCE ENTITLEMENT**

**124.3** During the adoption leave prescribed in section 124.1, the senior staff member shall receive an allowance equal to the difference between his or her basic weekly salary and the benefit that he or she is receiving or would receive, after submitting an application for benefits, under the Québec Parental Insurance Plan or the Employment Insurance Plan.

The second, third and fourth paragraphs of section 112 or subparagraph b) of section 119, as the case may be, and sections 115 to 118 apply with any necessary modifications.

**124.4** The senior staff member who is ineligible for adoption benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan and who adopts a child, other than his or her spouse's child, shall receive, during the adoption leave prescribed in section 124.1, an allowance equal to his or her basic weekly salary.

#### **SUBDIVISION IV.3**

##### **TERMS AND CONDITIONS OF ADOPTION LEAVE**

**125.** The leave prescribed in section 124.1 shall be granted following a written request submitted to the college at least three weeks in advance. The request must also specify the anticipated expiry date of the leave.

**126.** The senior staff member must report for work upon the expiry of the adoption leave prescribed in section 124.1, unless the leave is extended in the manner prescribed in Division V.

The senior staff member who does not comply with the preceding paragraph is considered to be on leave without pay for a period not exceeding four weeks. At the end of that period, the senior staff member who has not reported for work is considered to have resigned.

**127.** A senior staff member who, before the expiry date of the adoption leave prescribed in section 124.1, sends his or her college a notice accompanied by a medical certificate attesting that the state of health of the child requires it, is entitled to extend the adoption leave for the duration indicated in the medical certificate.

During the extended leave, the senior staff member is deemed on leave without pay and section 134 applies. The senior staff member shall not receive any allowance or benefit from the college.

**128.** Subparagraphs a) and b) of section 121 apply to the senior staff member who receives the benefits prescribed in section 124.3 or 124.4 with the necessary changes.

**129.** A senior staff member shall benefit for the purposes of adopting a child from a leave without pay of a maximum duration of 10 weeks as of the date on which he or she actually takes custody of the child, unless it involves the spouse's child.

On a written request to the college if possible two weeks in advance, a senior staff member who travels outside of Québec to adopt a child, except for his or her spouse's child, shall obtain leave without pay for the required travel time.

However, the leave ends no later than the week following the start of benefits payment under the Québec Parental Insurance Plan or the Employment Insurance Plan and section 124.1 applies.

During the leave, the senior staff member is entitled to the benefits prescribed in section 134.

## **DIVISION V**

### **LEAVE WITHOUT PAY**

**130.** A senior staff member wishing to extend her maternity leave prescribed in section 103, 104 or 106, a senior staff member wishing to extend the paternity leave prescribed in section 123 and a senior staff member wishing to extend the adoption leave prescribed in section 124.1 is entitled to:

a) a leave without pay for a period not exceeding two years, immediately following the maternity, paternity or adoption leave. However, in the case of a paternity leave, the duration of the leave must not exceed the 125<sup>th</sup> week following the child's birth or, in the case of an adoption leave, the duration of the leave must not exceed the 125<sup>th</sup> week following the child's arrival home;

or

b) a leave without pay of no more than 52 continuous weeks beginning at the time decided by the senior staff member, but after the child's birth or adoption, and ending at the latest 70 weeks after the birth or, in the case of an adoption, 70 weeks after the child is placed with the senior staff member. The latter leave also applies as extended leave for the adoption of his or her spouse's child prescribed in section 124.2.

A senior staff member who does not take a leave without pay may, for the part of the leave that his or her spouse does not use, elect to benefit from a leave without pay.

**131.** The leave without pay prescribed in section 130 shall be granted upon written request submitted to the college at least three weeks in advance, and must also specify the return date.

**132.** A senior staff member who wishes to terminate his or her leave without pay before the scheduled date must give written notice to this effect at least 21 days before he or she intends to return to work. In the case of a leave without pay exceeding 52 weeks, the notice is at least 30 days.

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

**134.** During the leave without pay, the senior staff member shall accumulate experience for the purposes of determining his or her salary up to the first 52 weeks of his or her leave and continuous service shall not be interrupted. He or she shall continue to participate in the applicable compulsory basic health insurance plan by paying his or her share of the premiums for the first 52 weeks of the leave and the total amount of the premiums for the weeks that follow. Moreover, he or she may continue to participate in the other group insurance plans held before the leave by making a request at the beginning of the leave. If the senior staff member pays his or her share of the premiums for these plans, the employer shall also pay its share, if need be, up to 52 weeks. Subsequently, the senior staff member shall pay all the premiums.

**135.** The senior staff member may take the deferred annual vacation prescribed in section 143 immediately before his or her leave without pay provided there is no interruption with the senior staff member's paternity, maternity or adoption leave, as the case may be.

**136.** When a senior staff member returns from a leave without pay, he or she shall be reinstated in the position that he or she would have had had he or she been at work, subject to the provisions of Chapter XIV, Stability of Employment, if need be.

## **DIVISION VI**

### **OTHER SPECIAL LEAVES AND PREVENTIVE REASSIGNMENT**

**137.** A senior staff member is entitled to special leave in the following cases:

(1) where a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate. The special leave may not be extended beyond the beginning of the fourth week before the expected date of delivery;

(2) upon presentation of a medical certificate prescribing the duration, when a spontaneous or induced miscarriage occurs before the beginning of the 20<sup>th</sup> week preceding the expected date of delivery;

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

**138.** As regards the examinations mentioned in subparagraph 3 of section 137, the special leave shall be remunerated for a maximum duration of four days, which may be taken in half-days.

**139.** During the special leaves granted under this division, a senior staff member may avail herself of the benefits prescribed in sections 143 and 144.

A senior staff member covered by section 137 may also opt for salary insurance benefits. However, in the case of subparagraph 3 of section 137, the senior staff member must first have used up the four days prescribed in section 138.

**140.** A senior staff member shall benefit from preventive reassignment under the Act respecting occupational health and safety (R.S.Q., c. S-2.1) insofar as she is normally entitled to it.



## **DIVISION VII**

### **SUSPENSION, DIVISION AND OTHER TERMS AND CONDITIONS OF LEAVE**

**141.** If the child is hospitalized, the senior staff member may suspend the paternity leave prescribed in section 123 or the adoption leave prescribed in section 124.1, upon agreement with the college, and return to work for the period during which the child is hospitalized.

**142.** Upon the senior staff member's request, the paternity leave prescribed in section 123, the adoption leave prescribed in section 124.1 or the leave without pay prescribed in section 130 may be divided into weeks before the expiry of the first 52 weeks.

The leave may be divided if the senior staff member's child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For any other possible divisions of the leave, the maximum number of weeks during which the leave is suspended is prescribed in the Act respecting labour standards for such a situation.

During such a suspension, the senior staff member is considered to be on leave without pay and shall not receive any allowances or benefits from the college. The senior staff member is covered by section 134 during the suspension.

**142.1** When the paternity or adoption leave suspended or divided under section 141 or 142 resumes, the college shall pay the senior staff member the allowance to which he or she would have been entitled had he or she not suspended or divided the leave. The college shall pay the allowance for the number of weeks remaining under section 123 or 124.1, as the case may be, subject to section 99.

**143.** During the maternity leave and the extensions prescribed in section 109, the paternity leave prescribed in sections 122 and 123 and the adoption leave prescribed in sections 124, 124.1 and 124.2, a senior staff member shall have, if he or she is normally entitled thereto, the following benefits:

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

(2) accumulation of vacation;

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

A senior staff member may defer annual vacation if it falls within the maternity, paternity or adoption leave and if he or she notifies the college in writing of the date of such deferral no later than two weeks before the termination of the said leave.

**144.** When a senior staff member returns from a maternity leave and the extensions prescribed in section 109, a paternity leave or an adoption leave, he or she shall be reinstated in the position he or she would have had had he or she been at work, subject to the provisions of Chapter XIV, Stability of Employment, if need be.

**145.** A college 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, a leave without pay or a partial leave without pay.

## **CHAPTER VIII.1**

### **LEAVES FOR FAMILY RESPONSIBILITIES**

**146.** A senior staff member may be absent from work for up to 10 days per year to carry out obligations relating to the care, health or education of his or her child or spouse's child or because of the state of health of his or her spouse, father, mother, brother, sister or one of his or her grandparents. The first six days thus used are considered as sick-leave days. The remaining days are considered as absences without pay.

**146.1** A senior staff member who is absent without pay for the reasons and under the conditions specified in sections 79.8 to 79.16 of the Act respecting labour standards (R.S.Q., c. N-1.1) must inform the college of the reason for his or her absence as soon as possible and provide proof thereof. During the absence without pay, the senior staff member shall accumulate his or her experience for the purposes of determining his or her salary up to the maximum leave period prescribed in the Act respecting labour standards for the leave and his or her service shall not be interrupted. He or she shall continue to participate in the compulsory basic health insurance plan applicable to him or her by paying his or her share of the premiums. In addition, he or she may continue to participate in the other group insurance plans that he or she had prior to the leave after submitting an application at the beginning of the leave. If the senior staff member pays his or her share of the insurance plan premiums, the college shall also pay its own, if need be, up to the maximum leave period prescribed in the Act respecting labour standards.

Upon his or her return, the senior staff member shall be reinstated in the position prescribed in section 136.

## **CHAPTER IX**

### **SICK-LEAVE BANKS**

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

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

## **DIVISION I**

### **REIMBURSEMENT OF CASH-CONVERTIBLE DAYS**

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

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

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

**DIVISION II**  
**USE OF SICK-LEAVE DAYS**

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

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

(2) to take preretirement leave;

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

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

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

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

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

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

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

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

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

**CHAPTER X**  
**DEFERRED OR ANTICIPATED SALARY LEAVE PLAN**

**157.** The deferred or anticipated salary plan, called "the plan" for the purposes of this chapter, is intended to enable a senior staff member who is not designated as supernumerary senior staff to spread his salary so as to benefit from remuneration during a period of leave. However, the purpose of the plan is not to enable a senior staff member to defer income tax or to receive benefits upon his retirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

The salary to which the percentage is applied shall be that the senior staff member would receive if he did not participate in the plan.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) if a senior staff member has already benefited from the period of leave, he must reimburse without interest the amount he received during the period of leave, less the amounts already deducted from his salary during the period of work under section 164;

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

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

(4) for the purposes of pension plans, the rights recognized shall be those that would have existed if the senior staff member had never been a member of the plan. If the period of leave has been taken, the contributions paid during that period shall be used to compensate for the contributions lacking for the years worked with a view to restoring the pension differences then lost; the senior staff member could redeem the year or years of service lost in accordance with the pension plan provisions applicable to the redemption of an unpaid absence. However, if the period of leave has not been taken, the missing contributions to recognize the total number of years worked shall be deducted from the amount of salary reimbursed to the senior staff member.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) continue his participation in the plan and delay the period of leave to a time when he is no longer disabled. The senior staff member is entitled to his salary insurance benefit based on the salary prescribed by the plan. If the disability continues during the last year of the plan, it may be interrupted from the beginning of the last year to the end of the disability. During the period of interruption, the senior staff member shall be entitled to the salary insurance benefit based on the salary determined in section 62;
- b) terminate the plan and receive the amounts unpaid as well as his salary insurance benefit based on the salary determined in section 62. The amounts not paid shall be subject to assessment in the pension plan;

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

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

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

- a) if the senior staff member has already taken his period of leave, the overpayment of salary is not claimable and there is no loss of rights in the pension plan (a full year of service shall be credited for each full year of participation in the plan);
- b) if the senior staff member has not yet taken his period of leave, the unpaid salary shall be reimbursed without interest, without being subject to an assessment for the purposes of the pension plan and any disability pension to which he is entitled under his pension plan becomes payable immediately.

**176.** If a maternity, paternity or adoption leave begins before or after the period of leave, participation in the plan shall be suspended for the duration of the leave and the plan is then extended for the same period.

Where the maternity, paternity or adoption leave is taken before the period of leave, the senior staff member may terminate the plan. He or she shall then receive the unpaid salary without interest and the benefit prescribed for the said leave as prescribed in Chapter VIII, Parental Rights. The amounts so reimbursed shall be subject to pension plan contributions.

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

## **CHAPTER XI**

### **PROGRESSIVE RETIREMENT**

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

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

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

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

The senior staff member shall provide the college with an attestation to that effect from CARRA when applying for participation in the progressive retirement program or when requesting that changes be made thereto.

**181.** A progressive retirement shall be granted subject to prior agreement with the college, which shall take the needs of the department into account. Such an agreement shall specify the terms and conditions of the progressive retirement, such as its duration, the percentage of work time for each calendar year or part thereof referred to in the agreement, the scheduling of the work time and, where applicable, the terms and conditions for using the sick-leave days provided for in section 185.

Once an agreement has been reached with the college, the duration of the progressive retirement, the percentage of work time for each calendar year or part thereof referred to in the agreement and the scheduling of the work time may vary during the progressive retirement, but shall respect at all times the other terms and conditions of applying the progressive retirement program.

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

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

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

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



**185.** For the duration of the progressive retirement program, a senior staff member may use the sick-leave days credited to him in order to be exempted, in whole or in part, from the work stipulated in the agreement. Such a use, provided for in an agreement with the college, shall be continuous and shall immediately precede his definite and full retirement. Moreover, the terms and conditions respecting the use of such sick-leave days provided for in sections 154 and 155 apply.

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

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

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

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

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

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

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

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

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

**190.** Where a senior staff member holds a new position with another employer whose personnel participates in the RREGOP, TPP, CSSP or PPM, the agreement shall terminate unless the new employer agrees to the extension of the agreement and provided that the extension is approved by CARRA.

**191.** Where the agreement becomes null or terminates due to circumstances provided for in the preceding section or due to other circumstances provided for in Division IX.1 of Chapter I of the Regulation under the Act respecting the Government and Public Employees Retirement Plan (R.S.Q., c. R-10, s. 134, par. 11.2), in Chapter V.1 of the Regulation under the Act respecting the Teachers Pension Plan (R.S.Q., c. R-11, s. 73, par. 4.3) or in Chapter VIII.1 of the Regulation under the Act respecting the Civil Service Superannuation Plan (R.S.Q., c. R-12, s. 109, par. 8.1.2), the pensionable salary, the service credited and the contributions for the purposes of the pension plan shall be determined, for each circumstance, in the manner prescribed by those regulations.

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

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

## **CHAPTER XII**

### **GRADUAL PRERETIREMENT**

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

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

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

**196.** A senior staff member on gradual preretirement leave shall be entitled to the short-term salary insurance plan on the basis of the time actually worked as prescribed in the agreement.

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

## **CHAPTER XIII**

### **LEAVE FOR ASSOCIATION ACTIVITIES**

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

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

## **CHAPTER XIV**

### **STABILITY OF EMPLOYMENT**

#### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

## **DIVISION I**

### **PROCEDURES RESPECTING STABILITY OF EMPLOYMENT**

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

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

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

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

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

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

## **DIVISION II**

### **SUPERNUMERARY SENIOR STAFF**

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

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

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

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

**211.** A supernumerary senior staff member who accepts an offer of a position from his college subject to the provisions of a collective agreement is entitled to resume his status of supernumerary senior staff if he again becomes supernumerary without having acquired employment security within the meaning of that collective agreement.

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

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

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

### **DIVISION III**

#### **TERMINATION OF EMPLOYMENT MEASURES**

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

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

#### **SUBDIVISION III.1**

##### **SEVERANCE PAY**

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

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

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

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

**218.** Acceptance of severance pay shall be equivalent to a resignation.

**SUBDIVISION III.2**  
**PRERETIREMENT LEAVE**

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

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

**220.** During his preretirement leave, a senior staff member shall receive the progressive salary he would have received had he worked. During that period, he shall be entitled to the benefits provided for in this Regulation, with the exception of the provisions pertaining to salary insurance, the stand-by premium, the premium for regional disparities, parental rights and vacation, provided that they are compatible with the nature of the leave.

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

**222.** A senior staff member is deemed to have resigned on the date of expiry of his leave and must retire on that date.

**CHAPTER XV**  
**RECOURSE AND APPEALS COMMITTEES**  
**GENERAL PROVISIONS**

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

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

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

**DIVISION I**  
**RECOURSE COMMITTEE**

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

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

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

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

## **DIVISION II**

### **APPEALS COMMITTEE: SETTLEMENT**

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

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

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

Greffe des comités de recours et d'appel  
575, rue Saint-Amable, 2<sup>e</sup> étage  
Québec (Québec) G1R 5Y8

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

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

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

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

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

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

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

**238.** The decision of the Appeals Committee is final and executory and binds the parties when related to the following provisions:

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

- (9) Chapters X, XI and XII;
- (10) Chapter XIV, except sections 199, 200, 205 and 206;
- (11) Chapter XV.

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

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

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

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

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

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

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

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

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

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

**243.** The decision or recommendation of the Appeals Committee shall be sent to the parties within 45 days of deliberations.

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

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

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

**246.** The expenses and fees of the chairman shall be borne by the party that loses, withdraws or requests a postponement.

However:

in the case of a dispute relating to a dismissal, the expenses and fees of the chairman shall be borne by the Minister;

in the case of a split decision, the chairman shall decide on the proportion in which the expenses and fees shall be shared;

in the case of a settlement before the hearing or a joint request for postponement, the expenses and fees of the chairman shall be assumed equally by the parties.

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

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

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

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

### **DIVISION III**

#### **APPEALS COMMITTEE: MANAGEMENT POLICY**

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

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

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

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

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

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

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



- 254.** Within 15 days of receiving the notice of appeal, the college shall indicate to the first chairman the name of its representative in writing.
- 255.** The chairman shall summon the parties as soon as possible and the committee shall decide on procedure.
- 256.** Where the Appeals Committee decides that the college's interpretation or application of the management policy does not comply with the provisions of the policy, it shall send its recommendation to the parties.
- 257.** The recommendation of the Appeals Committee shall be unanimous or by majority and must include reasons; any dissenting member may make a separate report.
- 258.** The recommendation of the Appeals Committee shall be sent to the parties within 45 days of deliberations.
- 259.** The expenses and fees of the chairman shall be borne by the party that loses, withdraws or requests a postponement.

However:

in the case of a dispute relating to a dismissal, the expenses and fees of the chairman shall be borne by the Minister;

in the case of a split decision, the chairman shall decide on the proportion in which the expenses shall be shared;

in the case of a settlement before the hearing or a joint request for postponement, the expenses and fees of the chairman shall be assumed equally by the parties.

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

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

## **CHAPTER XVI**

### **MANAGEMENT POLICY**

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

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

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

- (1) procedures and subjects for consultation and participation;
- (2) administrative organization;
- (3) employment, including:
  - engagement and appointment;
  - discontinuation of employment relationship and cancellation of appointment;
  - selection;
  - evaluation;
  - professional record;
  - eligibility criteria;

- rules for determining salary upon a movement of personnel (appointment, promotion or demotion) and the lump sums related to the calculation of salary in accordance with sections 19 and 29;
- (4) fringe benefits, including:
    - annual vacation, subject to Chapter VI;
    - statutory holidays and personal holidays;
    - leaves for public responsibilities;
    - absences for professional activities;
    - leaves with or without pay;
  - (5) payment of salary;
  - (6) travel and accommodation expenses;
  - (7) liability in tort;
  - (8) in-service training, taking into consideration that:
    - the sums allocated by the Minister must be used exclusively for in-service training of senior staff;
    - the sums not used in a given year shall be transferred to the in-service training budget of the following year;
  - (9) the equal opportunity program;
  - (10) a procedure for recourse respecting any problem related to the implementation and interpretation of the management policy.

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

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

The expenses and fees of the chairman shall be borne by the party that loses, withdraws or requests a postponement.

However:

in the case of a dispute relating to a dismissal, the expenses and fees of the chairman shall be borne by the Minister;

in the case of a split decision, the chairman shall decide on the proportion in which the expenses shall be shared;

in the case of a settlement before the hearing or a joint request for postponement, the expenses and fees of the chairman shall be assumed equally by the parties.

## **CHAPTER XVII**

### **SPECIAL PROVISIONS**

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

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

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

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

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

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

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

(5) A senior staff member's salary which, on 30 June 2005, is higher than the maximum rate of his new salary scale shall be protected until such time as he is reassigned and section 29 of the Regulation applies by making the necessary changes.

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

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

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

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

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

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

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

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

## 266. FINAL PROVISIONS

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

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

**SCHEDULE I**  
**CLASSIFICATION OF SENIOR STAFF POSITIONS<sup>1</sup>**

<b>Employment group</b>	<b>Class<sup>2</sup></b>
<b><i>DIRECTORS</i></b>	
Campus director	9 or 10
Director of continuing education	8 or 9
Director of services	7, 8 or 9
Director of corporate affairs and communications	7 or 8
Centre director	7 or 8
<b><i>COORDINATORS</i></b>	
Coordinator of continuing education	7 or 8
Deputy academic dean	6, 7 or 8
Coordinator of information technologies	6 or 7
Coordinators of services	6
<b><i>MANAGERS</i></b>	
Administrative assistant	4
General superintendent	4
Superintendent	3
Specialized maintenance foreman	2
Administrative officer	2
General maintenance foreman	1

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

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

## **SCHEDULE II**

### **SALARY INCREASES AND SALARY SCALES ACCORDING TO CLASSES OF SENIOR STAFF POSITIONS**

#### **Salary increases**

- 1.** A senior staff member's salary scales and salary shall be increased by:
  - (1) 0.5% from 1 April 2010 to 31 March 2011;
  - (2) 0.75% from 1 April 2011 to 31 March 2012;
  - (3) 1% from 1 April 2012 to 31 March 2013;
  - (4) 1.75% from 1 April 2013 to 31 March 2014;
  - (5) 2% from 1 April 2014 to 31 March 2015.
  
- 2.** The percentage determined in subparagraph 3 of section 1 shall be increased on 1 April 2012 by 1.25 times the difference between the cumulative growth of Québec's nominal gross domestic product (GDP) based on the Statistics Canada data for 2010 and 2011 and the projected cumulative growth of Québec's nominal GDP for the same years, set at 3.8% for 2010 and at 4.5% for 2011. However, the increase thus calculated cannot exceed 0.5%.
  
- 3.** The percentage determined in subparagraph 4 of section 1 shall be increased on 1 April 2013 by 1.25 times the difference between the cumulative growth of Québec's nominal gross domestic product (GDP) based on the Statistics Canada data for 2010, 2011 and 2012 and the projected cumulative growth of Québec's nominal GDP for the same years, set at 3.8% for 2010, 4.5% for 2011 and 4.4% for 2012. The increase thus calculated shall be reduced by the increase granted on 1 April 2012 under section 2. However, the sum of the increase granted on 1 April 2012 under section 2 and the increase granted on 1 April 2013 under this section cannot exceed 2.0%.
  
- 4.** The percentage determined in subparagraph 5 of section 1 shall be increased on 1 April 2014 by 1.25 times the difference between the cumulative growth of Québec's nominal gross domestic product (GDP) based on the Statistics Canada data for 2010, 2011, 2012 and 2013 and the projected cumulative growth of Québec's nominal GDP for the same years, set at 3.8% for 2010, 4.5% for 2011, 4.4% for 2012 and 4.3% for 2013. The increase thus calculated shall be reduced by the increase granted on 1 April 2012 under section 2 and the increase granted on 1 April 2013 under section 3. However, the sum of the increase granted on 1 April 2012 under section 2, the increase granted on 1 April 2013 under section 3 and the increase granted on 1 April 2014 under this section cannot exceed 3.5%.
  
- 5.** The salary scales and salary of a senior staff member in effect on 30 March 2015 shall be increased, on 31 March 2015, by a percentage equal to the difference between the sum of the annual variations of the Consumer Price Index for Québec based on the Statistics Canada data for the annual periods prescribed in section 1 and the sum of the salary parameters determined in that section, including the adjustments resulting from the growth in Québec's nominal gross domestic product. However, the increase thus calculated cannot exceed 1%.
  
- 6.** Payment of the increases prescribed in sections 2 to 4 shall be made on a senior staff member's pay within 60 days of the publication of the Statistics Canada data on Québec's nominal gross domestic product for the calendar year preceding the period concerned.

Payment of the increase prescribed in section 5 shall be made on a senior staff member's pay within 60 days of the publication of the Statistics Canada data on the Consumer Price Index for Québec for March 2015.

7. Salary scales as of 1 April 2010

CLASSES	RATES 2010-04-01 to 2011-03-31 \$		RATES 2011-04-01 to 2012-03-31 \$		RATES 2012-04-01 to 2013-03-31 \$	
	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum
<b>10</b>	80 632	107 511	81 237	108 317	82 049	109 400
<b>9</b>	76 172	101 564	76 743	102 326	77 510	103 349
<b>8</b>	71 958	95 944	72 498	96 664	73 223	97 631
<b>7</b>	67 017	89 356	67 520	90 026	68 195	90 926
<b>6</b>	62 416	83 221	62 884	83 845	63 513	84 683
<b>5</b>	58 129	77 504	58 565	78 085	59 151	78 866
<b>4</b>	54 137	72 183	54 543	72 724	55 088	73 451
<b>3</b>	48 313	64 417	48 675	64 900	49 162	65 549
<b>2</b>	43 118	57 489	43 441	57 920	43 875	58 499
<b>1</b>	38 478	51 303	38 767	51 688	39 155	52 205

CLASSES	RATES 2013-04-01 to 2014-03-31 \$		RATES 2014-04-01 to 2015-03-31 \$	
	Minimum	Maximum	Minimum	Maximum
<b>10</b>	83 485	111 315	85 155	113 541
<b>9</b>	78 866	105 158	80 443	107 261
<b>8</b>	74 504	99 340	75 994	101 327
<b>7</b>	69 388	92 517	70 776	94 367
<b>6</b>	64 624	86 165	65 916	87 888
<b>5</b>	60 186	80 246	61 390	81 851
<b>4</b>	56 052	74 736	57 173	76 231
<b>3</b>	50 022	66 696	51 022	68 030
<b>2</b>	44 643	59 523	45 536	60 713
<b>1</b>	39 840	53 119	40 637	54 181

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

	<b>RATES 2010-04-01 to 2011-03-31</b>	<b>RATES 2011-04-01 to 2012-03-31</b>	<b>RATES 2012-04-01 to 2013-03-31</b>	<b>RATES 2013-04-01 to 2014-03-31</b>	<b>RATES 2014-04-01 to 2015-03-31</b>
Evening shift premium	\$0.68/hour	\$0.69/hour	\$0.70/hour	\$0.71/hour	\$0.72/hour
Weekend premium	\$2.78/hour	\$2.80/hour	\$2.83/hour	\$2.88/hour	\$2.94/hour
Night shift premium (years of seniority)					
0 to 5 years	11%	11%	11%	11%	11%
5 to 10 years	12%	12%	12%	12%	12%
10 years or more	14%	14%	14%	14%	14%