

Policy Statement



Policy No. F-15

SUBJECT: Local Policy Regulating the Working Conditions of Management Staff

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APPLICATION

The Western Quebec School Board, the English Association of Administrators of Western Quebec and the Association Quebecoise des Cadres Scolaires Local agree to the following principles governing the application of this policy:

1. The working conditions determined at the local level shall be added to the conditions of employment prescribed by the Certain Conditions of Employment of Senior Staff of School Boards and of the Comité de Gestion de la Taxe Scolaire de l'Île de Montréal, hereafter referred to as C.C.E., but may not contravene the C.C.E. The most recent version is June 2012.
2. This Local Management Policy has been developed in accordance with the provisions of the C.C.E. It determines the working conditions of administrators which reflect the needs of both the school milieu and the board. All parties agree for the need of close and harmonious ties between the associations, its administrators, and the school board.
3. This policy shall apply as soon as the Western Quebec School Board confirms it by resolution, and it shall remain in force until such time as it is amended by resolution.
4. This policy may be amended in agreement with the parties concerned.
5. This policy is subject to review upon request by the parties concerned.

PRINCIPLES

The Western Quebec School Board, the English Association of Administrators of Western Quebec and the Association Quebecoise des Cadres Scolaires Local agree that the following philosophical and professional rationales will guide this policy in its objective to attain educational success, quality services, and a positive working environment.

1. This policy seeks to associate management personnel with the strategic plan of the board.
2. The professional involvement and participation of its management personnel are essential to the achievement of the board's mission.
3. The involvement of the management personnel in the development of policies and in the decision-making process is a critical element in ensuring the professional commitment and co-operation of all administrators to achieve successful implementation of the decisions rendered.
4. The working conditions shall be conducive to the ideals of enabling school and board- level management personnel to achieve their professional goals and aspirations.

CHAPTER 1

1.1 DEFINITIONS:

Administrative Structure: The administrative structure refers to the board's organizational chart as well as the management posts that are in place. The organizational chart is the administrative structure approved by the Council of Commissioners.

Associations: The English Association of Administrators of Western Quebec (E.A.A.W.Q.) and the Association Québécoise des Cadres Scolaires Local (A.Q.C.S.).

Building: A school, adult education, or vocational training centre, or an administrative office

Calendar Year A calendar year shall be defined as January 1st to December 31st

C.C.E. Certain Conditions of Employment of Senior Staff of School Boards and of the Comité de Gestion de la Taxe Scolaire de l'Île de Montréal. The official text is published in the Gazette Officielle du Québec M.O. dated June 2012.

Council of Commissioners The Council of Commissioners of the Western Quebec School Board

Day: Unless otherwise stated, this term designates one (1) working day

Experience: Employment period in management in a school and/or a board service

Management Relations Committees (M.R.C.):

Committees formed of representatives designated by the W.Q.S.B. and representatives designated by E.A.A.W.Q. and representatives designated by A.Q.C.S. to deal with matters relating to the Local Management Policy of the association.

Management Staff: Refers to categories of employment defined in the regulation. In the context of this agreement, the general categories are updated to reflect those in the provincial agreement:

(1) Administrator positions include the following subcategories:

- (a) Senior staff of services
 - (i) director
 - (ii) assistant director of services
 - (iii) coordinator
 - (iv) personnel management consultant
- (b) Manager
 - (i) superintendent
 - (ii) foreman

- (2) Senior staff positions in a school
 - (a) principal
 - (b) vice-principal
 - (c) administrative services supervisor
- (3) Senior staff positions in a centre include the following subcategories:
 - (a) Senior staff positions in an adult education centre
 - (i) director of adult education centre
 - (ii) assistant director of adult education centre
 - (iii) administrative services supervisor
 - (b) Senior staff positions in a vocational training centre
 - (i) director of vocational training centre
 - (ii) assistant director of vocational training centre
 - (iii) administrative services supervisor

M.E.E.S. :	Ministère de l'Éducation et de l'Enseignement Supérieur du Québec
Members:	Individuals who belong to the English Association of Administrators of Western Quebec or Association Quebécoise des Cadres Scolaires Local
Placement:	Assignment to a given post
Post:	The physical location to which an administrator is assigned, e.g. Vice Principal at Hadley
Position:	The official rank or title status of the administrator, e.g. principal, senior level administrator
Seniority:	Employment period in management in a school and/or a board service within the Western Quebec School Board or within a board that amalgamated to form the Western Quebec School Board
School Board Service:	The uninterrupted employment period with the W.Q.S.B.
School Year:	A school year shall be defined as July 1st to June 30th
W.Q.S.B.:	Western Quebec School Board

CHAPTER 2

2.1 Recognition:

The board recognizes the Associations as the sole representative of the members of that Association in matters of consultation pertaining to the elaboration and application of the Local Management Policy (Art. 179-182 C.C.E.).

CHAPTER 3

3.1 MANAGEMENT RELATIONS COMMITTEES (M.R.C.):

- 3.1.1** Each association shall have their own Management Relations Committee. Each of these committees shall have up to a total of six (6) members: three (3) representatives of the board, and three (3) representatives of the association. The members will be named by September 15th of each year.
- 3.1.2** The committee will meet at the request of either party and will determine their own internal rules.
- 3.1.3** The Management Relations Committee shall be consulted about all matters referred to in 3.1.1.
- 3.1.4** The Management Relations Committee shall monitor the application and interpretation of all articles contained within this policy.
- 3.1.5** The Association has the opportunity to present their views directly to the Director General and through them to the Executive Committee of the school board, should there be divergence of opinion at M.R.C.

3.2 CONSULTATION AND PARTICIPATION:

- 3.2.1** The Association will be consulted through its respective Management Relations Committee prior to adoption or changes pertaining to the following:
 - a. General board policies
 - b. Working conditions, professional welfare or economic conditions of members
 - c. Pedagogical issues
 - d. Changes to, or the reorganization of the board's organizational chart at either the school or board level
- 3.2.2** Any problems relating to the interpretation or application of this policy shall be referred to the Management Relations Committee.

CHAPTER 4

4.1 ROLE DEFINITIONS AND CRITERIA OF ELIGIBILITY:

- 4.1.1** All administrative positions will have a role definition and criteria of eligibility.
- 4.1.2** W.Q.S.B. shall establish the role definition and criteria eligibility of each posting.
- 4.1.3** C.C.E. guidelines (Schedule 1) will be used to establish minimum criteria of eligibility, although additional qualifications may be added. Any person occupying a management position who has the minimum qualifications shall be considered eligible for the position.

4.2 CLASSIFICATION:

- 4.2.1** It is the responsibility of W.Q.S.B. to classify all its management personnel in accordance with the C.C.E.
- 4.2.2** W.Q.S.B. will inform each of its members of their classification, experience, seniority, and salary no later than November 30th of each year.

CHAPTER 5

5.1 ANNUAL LEAVE:

- 5.1.1** In keeping with Chapter VIII, Other Conditions of Employment, Division I, Annual Vacation, Art. 183 to 190 of the regulation, annual vacation for senior executives shall be defined by contract with W.Q.S.B.
- 5.1.2** Directors, Assistant Directors, Coordinators, and Senior Staff of Schools and Centres shall be given 25 days of annual leave and 10 days compensatory time to be taken at the following times:
 - a. 20 days during the summer
 - b. 5 days for March Break to be taken in the year accumulated
 - c. 10 days taken throughout the year with approval from their immediate supervisor
- 5.1.3** Managers shall be given 25 days of annual leave and 5 days compensatory time to be taken at the following times:
 - a. 20 days during the summer
 - b. 5 days for March Break to be taken in the year accumulated
 - c. 5 days taken throughout the year with approval from their immediate supervisor
- 5.1.4** For the December-January holiday shutdown period defined by the board calendar, it is the intent that Management employees to have this period away from work, subject to being "on call" for emergency situations.
- 5.1.5** The following conditions apply to annual leave for Management personnel:
 - a. 20 days will be deducted for the summer and 5 days will be deducted for March Break, unless the employee is required to work by the immediate supervisor during these periods. In this case, the member will take the days at another time during that year or bank these days with special permission from the Director General.

- b. Transfer of annual days with the written authorization by the Director General
 - i. No more than 10 days may be carried over to the next year
 - ii. The number of annual leave days in an employee's current bank cannot exceed 45 days.
- c. The member may carry over more than the number of days in sub clause b under special circumstances with written authorization by the Director General

CHAPTER 6

6.1 LEAVE WITH SALARY:

- 6.1.1 At the school board's request, W.Q.S.B. may allow a member to be paid while on leave for study purposes. The member shall maintain all their rights and privileges and shall be assured of their post, position and classification upon return.
- 6.1.2 A member called for jury duty or called as a witness, in a case where they are not a party, shall maintain full salary without penalty.
- 6.1.3 A member may benefit from a leave of absence, with full salary, in order to participate in an educational conference approved by their immediate supervisor.
- 6.1.4 Members shall be entitled to special leave for each of the following situations:
 - a. In the event of the death of a spouse, child, spouse's child if the child is living under the same roof: a maximum of seven (7) consecutive days, commencing on the date of death and one day kept for the funeral or burial. In the event of the death of a spouse's minor child not living under the same roof: a maximum of three (3) consecutive days, commencing on the date of death and one day kept for the funeral or burial;
 - b. In the event of the death of a parent or sibling: a maximum of five (5) consecutive days, commencing on the date of death and one day kept for the funeral or burial;
 - c. In the event of the death of parent-in-law, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grand-child, three (3) consecutive days, commencing on the date of death and one day kept for the funeral or burial;
 - d. For the wedding or civil union of a father, mother, sibling, child, spouse's child living under the same roof, the day of the event;
 - e. For the taking of the veil, ordination, taking of perpetual vows of the child, brother or sister of the member, the day of the event;
 - f. For the marriage of the member, a maximum of seven (7) consecutive days;
 - g. For the baptism or birth of a child, the day of the event;
 - h. For religious holidays, the day of the event;
 - i. For any event considered to be an Act of God (disaster, fire, flood, etc.) which obliges the member to be absent from work, an annual maximum of three (3) working days;
 - j. For a member who moves to a new domicile, 1 day;
 - k. For any other reason not provided for in this article which is deemed to be valid by the Director General.

6.1.5 The Director General may approve any other requests or extensions from individual members for special leave without loss of salary.

6.2 LEAVE WITHOUT SALARY:

6.2.1 Leave without pay may be granted to a member for personal reasons, professional development, or for any reason deemed valid.

6.2.2 If a member's request for leave is denied, the member shall be informed in writing.

6.2.3 W.Q.S.B. and the member will agree as to the duration of the leave and to the protocol for return to work. The maximum duration that may be granted at a given time is one year.

6.2.4 Extensions to a leave may be requested by the member. Under normal circumstances, this request must be made at least 60 days prior to the end of the leave.

6.2.5 During any leave granted by the board, the member shall continue to accumulate seniority and years of experience, and will be entitled to all the benefits they held prior to the leave.

6.2.6 After a leave of absence, the member may be assigned to their original position or given an equivalent position.

6.2.7 W.Q.S.B. and the member on leave may agree to an early return to work.

6.2.8 W.Q.S.B. recognizes that its members have the same rights as the general public to participate in public affairs. W.Q.S.B. and the member must agree as to the modalities of such a leave of absence.

6.2.9 During the member's absence, they shall continue to participate in existing insurance plans, provided they pay, in addition to their own share, the premiums normally contributed by W.Q.S.B. on their behalf. They may also make pension contributions, after making request to the appropriate body within the requisite deadlines.

CHAPTER 7

7.1 EMPLOYMENT CONDITIONS:

7.1.1 All newly appointed members will receive from W.Q.S.B. all pertinent documentation related to the working conditions of the member (e.g. C.C.E., Local Management Policy, insurance information).

7.1.2 Any person named to management for the first time shall be subject to a probation period of twenty-four (24) months in accordance with a process to be established by W.Q.S.B., after consultation with the associations.

7.1.3 The member will receive, no later than June 1st of each year, their status function and salary scale for the following year.

7.1.4 W.Q.S.B. shall consult the Management Relations Committee about any changes to staffing requirements (Art. 133-136), and will inform all members concerned of the impending changes.

7.1.5 In the event of an administrative reorganization resulting from a board resolution, any member who has completed their probationary period whose post is abolished will maintain their security of employment and will be entitled to another vacant post providing they meet the eligibility criteria of the vacant post. If there are no vacant posts, the surplus process will be followed.

7.2 PROMOTION AND ASSIGNMENT:

7.2.1 Promotion refers to movement into a higher category of job as defined by the regulation, and that all positions within a category, regardless of tasks or salary, are to be regarded as equal.

7.2.2 In the first week of January, the Director General will send each member an "Interest in Assignment Form" asking the individual to indicate their preferred assignment for the next school year. Members who wish to have their preference on their personnel file must return the completed form to the Director General, with notice to the President of their association, no later than February 1st.

7.2.3 The form will allow individuals to indicate their desire to discuss assignment with the Director General and, if requested by the individual, their immediate supervisor. Upon request, the Director General will meet with individuals to discuss their Interest in Assignment form.

7.2.4 A member may make a request for transfer in writing to the Director General by February 1st.

7.2.5 After consultation with the Management Relations Committee, all vacancies for permanent and temporary jobs shall be made known to all members of the association within an appropriate time period.

7.2.6 Temporary jobs shall not exceed one school year unless there is prior agreement with the association.

7.2.7 Vacancies occurring between January 1st and June 30th shall be filled on an interim basis to the end of the current school year. Vacancies becoming temporary or permanent after June 30th shall be posted.

7.2.8 Clause 7.2.4 does not preclude W.Q.S.B. from advertising externally for the same jobs.

7.2.9 W.Q.S.B. is not required to interview individuals more than once, even if they make the "short list" of more than one vacancy.

7.2.10 Applicants internal to the organization, who are not interviewed, will receive in writing the reason(s) for this.

7.3 SURPLUS PERSONNEL:

7.3.1 In situations where there may be a surplus of in-school administrators within a category, prior to determining surplus, W.Q.S.B. must consider the following:

- a. Volunteers
- b. The intentions (career plans) of its administrators
- c. Pre-retirements
- d. Voluntary demotions without changing classification
- e. Surplus possibilities
- f. Relocation within or outside the board
- g. Departure premium
- h. Other possibilities

7.3.2 Prior to declaring any surplus, the Management Relations Committee must be convened to review the situation and seek possible solutions no later than June 1st. A copy of the complete list of in-school administrators, sorted by administrative experience at W.Q.S.B., will be tabled at the meeting.

7.3.3 If after considerations in 7.3.1 there is still potential surplus, all protocols listed in the regulation will be applied. In the event that a specific situation is not covered by the regulation, the Management Relations Committee will be consulted prior to the board applying a resolution. The general principles to be applied in declaring surplus are, in order of importance:

- a. Business and education sector jobs will not be interchangeable
- b. Number of years of administrative experience with the W.Q.S.B. as defined under "Seniority" in section 1.1
- c. Number of years' experience with W.Q.S.B. in a related position
- d. Number of years in an educational environment

7.3.4 Any in-school administrator placed on surplus must be informed, in writing, prior to any public notice as per C.C.E. The association will be notified at the same time.

7.4 EVALUATION PROCEDURES:

7.4.1 The evaluation procedures to assess a member's performance shall be developed in consultation with the Management Relations Committees.

7.4.2 The growth plan shall be agreed upon and shall form part of this chapter of the Local Management Policy.

7.5 DISCIPLINARY ACTION - EXPLORATORY STAGE:

7.5.1 When a serious problem involving a member comes to the attention of the Director General:

- a. The Director General or designate will inform the individual within a timely manner.

- b. A complete and timely investigation will be launched. As part of the investigation, the Director General or designate, the member, and a representative from the association will meet if requested by the member.
- c. Following completion of the exploratory stage, the member shall be informed in writing if the matter will be dropped or pursued to the disciplinary stage within 48 hours.
- d. If the disciplinary stage is not pursued, documentation concerning the matter will not be placed in the member's file.

7.5.2 In order to facilitate objective and open communication:

- a. There shall be no public pronouncements made by any party during the exploratory stage.
- b. Written summaries of all meetings shall be kept. Both parties will sign the summaries. In the event both parties cannot agree to do so, each party's summary shall be kept.
- c. Formal investigations cannot be conducted unless complainants are willing to be named. Anonymous complaints shall never be grounds for formal investigation.
- d. Copies of all correspondence and documentation identifying a potential problem, as well as written responses to complainants, shall be made accessible to the member involved.
- e. When correspondence is sent by one party to the other, it shall be clearly indicated to whom copies of said correspondence have been sent.

7.6 DISCIPLINARY ACTION - DISCIPLINE STAGE:

7.6.1 If following the procedures outlined in 7.5, a disciplinary action is to be taken:

A meeting must be convened to invoke the disciplinary action. This meeting shall include the Director General, the Director of Human Resources, or their delegates, the member, and a representative of the association. The Director General may report to the members of the Executive Committee or the Council of Commissioners.

- a. The member shall be informed in writing at least 48 hours prior to the meeting.
- b. As a general rule, the disciplinary actions, determined by the Director General and the Director of Human Resources, or their delegates, which may be invoked are, in order of severity:
 - 1) written warning
 - 2) written reprimand
 - 3) suspension without pay
 - 4) demotion
 - 5) dismissal
- c. In the cases of numbers b)1 - b)3 above, the member shall be given a personal letter at the disciplinary meeting that shall:
 - 1) state the reasons for the disciplinary action
 - 2) direct how improvement must be made
 - 3) describe the disciplinary action

- 4) indicate if the letter will be placed into the administrator's file
- d. The member shall be required to sign the letter, acknowledging its receipt without prejudice, and shall have the right to respond in writing to the letter within 30 days. In cases where the member refuses to sign the letter, the association representative shall sign.
- e. The member's written response shall be entered into their personnel file if they so request.
- f. In the case of b)4 and b)5 above, the member will be given a letter subsequent to the meeting.

7.7 DISCIPLINARY ACTION – APPEAL:

- 7.7.1** The member who has been disciplined has the right to appeal the matter to the Management Relations Committee in cases b)1 - b)3 within 60 days of the disciplinary meeting.
- 7.7.2** In cases b)1 - b)5, the member has the right to request an appeal through the Council of Commissioners or through the provincial association within 60 days of the disciplinary meeting.

7.8 PERSONNEL FILE:

- 7.8.1** W.Q.S. B shall keep only one file on each of its members.
- 7.8.2** Confidentiality of the personnel file shall be maintained. The Director of Human Resources is responsible for the safekeeping of such files.
- 7.8.3** Members have the right to review their file at any time. The member may have a person of their own choosing review the file with them.
- 7.8.4** No document may be used against an member unless it has been placed in the personnel file in accordance with the provisions of Chapter 7 of this policy.
- 7.8.5** If a member of the association leaves the school board, a copy of their personnel file will be made for them upon request.

7.9 TRAVEL AND WORK RELATED EXPENSES:

- 7.9.1** Any administrator is entitled to reimbursement for expenses incurred while in the exercise of their duty in accordance with board policy.
- 7.9.2** W.Q.S.B. will pay for the use of a cell phone for every E.A.A.W.Q. and A.Q.C.S. member. W.Q.S.B. will determine the devices and the plans.
- 7.9.3** W.Q.S.B. will pay the professional dues for those who are members of a professional order directly related to their job.

CHAPTER 8

8.1 CIVIL LIABILITY:

- 8.1.1** W.Q.S.B. shall represent any member who is sued or prosecuted as a result of actions taken in the performance and limits of their duties, and will agree not to hold the member financially responsible, unless a court of law finds them guilty of gross negligence or serious fault.
- 8.1.2** Any member shall be reimbursed by the W.Q.S.B. for any total or partial loss, destruction, or theft of personal belongings normally used by or loaned to the school unless the member has shown gross negligence or serious fault that has been established by a court of law. In a case where such loss, destruction, or theft is already covered by insurance held by the member, the compensation paid by W.Q.S.B. will be equal to the loss effectively suffered by the individual.

8.2 CRIMINAL LIABILITY:

- 8.2.1** Any member who is liable to be prosecuted in criminal court or sued for actions committed by them in the performance and the limits of duty may consult a legal advisor of the W.Q.S.B. for preliminary study and legal advice. The W.Q.S.B. shall provide financial assistance to help the individual assume their defense.

CHAPTER 9

9.1 ASSOCIATION DUES:

- 9.1.1** W.Q.S.B. will pay/reimburse the dues for members of the provincial associations annually.
- 9.1.2** W.Q.S.B. will transmit, prior to September 15th of each year, to the local and provincial associations, an updated list of the name of each member and their:
- a. Classification;
 - b. Salary;
 - c. Place of work, address, phone number;
 - d. Personal address and phone number.
- 9.1.3** Any updates to the list will be communicated to the local and provincial associations within 30 days.
- 9.1.4** At the beginning of June, if necessary, the provincial or local association will contact the board in order to determine the annual association dues to be deducted.

CHAPTER 10

10.1 PROFESSIONAL DEVELOPMENT:

10.1.1 The board and the associations agree that professional development is vital to the development of the organization. Members are encouraged to be involved with in-service or pre-service activities, conferences and seminars, university courses and project research that is in keeping with the board's mission and vision. This includes:

- a. The acquisition or development of skills needed to help individuals in their daily work;
- b. The acquisition of new skills or attitudes relative to the evolution of the increased responsibilities of the member;
- c. The enhancement of the-quality of service and the effectiveness and the efficiency of the administrative team;
- d. The individual professional growth in areas of interest or directly relevant to their function.

10.1.2 These guidelines shall be agreed upon by W.Q.S.B. and M.R.C.s, and shall form part of this chapter of the Local Management Policy. See Appendix for Personal Professional Development Policy.

CHAPTER 11

11.1 SURVIVING SPOUSE ASSISTANCE

In the event of the death of a member, should the surviving family require assistance, the Director General will offer the family the service of a financial counsellor chosen and paid for by W.Q.S.B. This service will be limited to the immediate needs of the family.

Appendix: Personal Professional Development Policy for E.A.A.W.Q. and A.Q.C.S. Members

Costs of Professional Development for management required by the school board will be the responsibility of the school board.

Process for Accessing Professional Development Funds:

The following guidelines will apply:

Funds up to \$800:

1. Choose a workshop and assess full costs (travel, meals, accommodation, registration)
2. Obtain approval from immediate supervisor
3. Prepare a claim with receipts using your Personal Professional Development budget code subsequent to workshop attendance
4. Submit for signature to the Director Human Resources
5. Forward for processing to accounts payable

Funds exceeding \$800 up to an additional \$1000:

1. Compile documents and justification for the request of additional costs
2. Obtain approval from immediate supervisor
2. Submit the request to access additional funds via email to the Director of Human Resources
3. Review by the PPD committee for approval
4. Response returned by email within 7 days
5. Resume instruction # 3 to #5 above

Notes:

- March 15th is the deadline to access the initial \$800 assigned per member
- Undesignated funds will become accessible to all members
- Prepaid conference beyond June 30th of the current school year will be assigned to the next budget year.
- Assign School budget codes to costs that exceed \$1800 at the time of reimbursement.
- Exceptional funding outside the regular and additional listed above may be an option if funds remain undesignated by May 15th being the closing of purchases as per the finance department. This would be via special email to the Director of Human Resources.
- Individual maximum of \$3000 per year could be paid out over and above the PPD amount of \$800. This would be decided by the committee at the end of June/early July once all claims for the year have been submitted and surplus had been determined.

1. For Spring Conference (A.A.E.S.Q.) and AQCS Administrative Sectors:

A.A.E.S.Q.

- a. W.Q.S.B. will set aside a maximum amount of ten thousand dollars (\$10,000) annually to support attendance at the conference.

A.Q.C.S.

- b. W.Q.S.B. will set aside an amount of \$300 per member annually to support attendance at their Administrative Sectors.

Both Associations

- c. The board will pay the hotel and registration costs directly from the amount set aside.
- d. Members may claim other costs as per the Travel Policy.
- e. Any money unspent of the amount set aside shall be placed in the centralized fund.
- f. In years when the Western Quebec School Board hosts or co-hosts the conference, the board shall assume the costs for all management staff above the level of manager to attend.
- g. W.Q.S.B. expects that any member attending the Spring Conference be "on call" for duties associated with their position.

2. This appendix shall be reviewed annually by the Management Relations Committee.

This policy was created in partnership by: W.Q.S.B., A.Q.C.S. & E.A.A.W.Q., 2017-06-05