



COMMISSION SCOLAIRE SIR-WILFRID-LAURIER  
SIR WILFRID LAURIER SCHOOL BOARD

Policy n° 2000-HR-01	Regulating the Working Conditions of Management Staff Represented by the Sir Wilfrid Laurier Administrators' Association
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**NOTE:** In keeping with its commitment to respecting diversity, the Sir Wilfrid Laurier School Board uses gender-inclusive language in all its written communications. In cases where eliminating references to gender is not possible, gender-specific pronouns and possessive determiners are used solely for purposes of clarity and concision.

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## DEFINITION OF TERMS

<b>AAESQ:</b>	Association of Administrators of English Schools of Quebec (AAESQ).
<b>Appointment:</b>	Establishment of an employment relationship between the candidate and the School Board.
<b>Centre:</b>	An adult education centre or a vocational training centre.
<b>Council of Commissioners:</b>	The governing body of the School Board.
<b>Demotion:</b>	Assigning a Senior Staff Member, as part of an administrative decision or disciplinary measure, to another Senior Staff Member Position whose maximum salary scale is less than that of the previous Position.
<b>Dismissal:</b>	Termination of the employment relationship of a Senior Staff Member by the School Board at any time for reasons of incapacity, negligence, insubordination, misconduct, or incompetence.
<b>Employee File:</b>	Two (2) files: Human Resources file – held by the Human Resources Department; and Professional file – held by the Director General.
<b>Members of the SWLAA:</b>	Any Senior Staff Member can become a Member of the SWLAA. Also, any person occupying a Position that is governed by the Regulation may apply to become a Member of the SWLAA by virtue of their application. Senior Executives may not be Members of the SWLAA. Members of the SWLAA who are also members of another association will not benefit from any provisions in this Policy which are governed by their other association.
<b>Part-Time Senior Staff Member:</b>	A regular Senior Staff Member whose normal work week is more than 25%, but less than 100% of the normal work week of a full-time Senior Staff Member.
<b>Placement:</b>	Assignment in a given location, e.g.: Rosemère High School.
<b>Policy:</b>	Official document of the School Board approved by resolution titled “Regulating the Working Conditions of Management Staff Represented by the Sir Wilfrid Laurier Administrators’ Association” which defines the local working conditions of the Senior Staff Members in accordance with Chapter 7 of the Regulation.

<b>Position:</b>	The category of employment of the Senior Staff Member, e.g., principal.
<b>Posting:</b>	Call for application for a Position.
<b>Professional Relations Committee (PRC):</b>	Committee comprised of the Director General and two (2) delegates, and three (3) representatives of the SWLAA.
<b>Regulation:</b>	<i>Regulation respecting certain conditions of employment of senior staff of school service centres and of the Comité de gestion de la taxe scolaire de l'île de Montréal.</i>
<b>Relocation:</b>	Appointment of a Senior Staff Member to a professional, teaching or support staff Position.
<b>Salary:</b>	Remuneration paid to a Senior Staff Member according to the salary scales prescribed in sections 91 to 94, 103 or 104 of the Regulation, excluding lump-sum amounts, annual supplements, premiums for regional disparities or Salary increase to compensate for the lack of fringe benefits.
<b>School Board:</b>	The Sir Wilfrid Laurier School Board.
<b>Senior Executives:</b>	Director General, Assistant Director General, Senior Advisor to Management.
<b>Senior Staff Member:</b>	A person who holds a Position of senior staff of a school, centre or service, of manager in a school board, or senior staff of the Comité de gestion de la taxe scolaire de l'île de Montréal.
<b>Senior Staff Member in a Centre:</b>	Centre Director, Assistant Centre Director or Administrative Services Supervisor
<b>Senior Staff Member in a School:</b>	Principal, Vice-principal, or Administrative Services Supervisor.
<b>Special Project:</b>	A temporary project to fill a temporary need.
<b>SWLAA:</b>	Sir Wilfrid Laurier Administrators' Association (SWLAA – member of AAESQ)
<b>Vacant Position:</b>	Any Position for which there is no incumbent.
<b>Years of Service:</b>	Any complete 12-month period of full-time or part-time employment within a school board or school service centre.



## **PREAMBLE**

This Policy was prepared and adopted in accordance with section 179 and following of the Regulation;

The purpose of this Policy is to ensure quality management of the School Board and its institutions, while promoting the principles of educational success, quality school services and well-being at work. At all times, this Policy must be interpreted in such a way so as to allow the application of these principles.

The objectives of this Policy are as follows:

- Determine the rules applicable to the elements contained in this Policy.
- Foster ongoing and harmonious relationships with Senior Staff Members.
- Establish participation and consultation mechanisms for representatives of the SWLAA.

## **APPLICATION**

This Policy applies exclusively to Senior Staff Members as defined in the Regulation.

The working conditions determined at the local level shall be added to the conditions of employment prescribed by the Regulation, but may, in no case, contravene this Regulation.

❖ This Policy deals with:

- Consultation and participation
- Administrative organization
- Role descriptions and criteria of eligibility
- Classification
- Probation and adaptation period
- Employment plan and benefits other than paid leaves
- Salary disbursements
- Professional improvement
- Recourse procedure
- Disciplinary measures other than suspension without pay
- Association fees
- Professional file

❖ This Policy shall apply as soon as the School Board adopts it by resolution, and it shall remain in force until such time as it is amended by resolution.

❖ When the School Board intends to amend the Policy, it must notify and consult the SWLAA regarding the proposed amendments. Moreover, the SWLAA may request amendments to the Policy, in which case the SWLAA shall submit the proposed amendments to the School Board, which must respond thereto.

## 1. RECOGNITION

The School Board recognizes the representatives of the AAESQ and SWLAA as the official and only spokesperson of Senior Staff Members in its employ, provided the latter are members.

- 1.1. In conformity with section 182 the Regulation, the School Board recognizes that the executive of the SWLAA represents the SWLAA for purposes of consultation on the Policy. The implementation of the Policy is overseen by the Professional Relations Committee (PRC).
- 1.2. The Professional Relations Committee (PRC) shall consist of three (3) members representing the SWLAA, the Director General and two (2) delegates. This committee shall be named no later than September 15 of each year. The SWLAA executive is responsible for naming its representatives and the Director General, its two delegates.
- 1.3. The PRC will meet at the request of either party and will determine its own internal rules.
- 1.4. The PRC will study any requested change and will prepare its recommendation for the School Board and the SWLAA.
- 1.5. The PRC shall monitor the application and interpretation of all articles contained within this Policy.
- 1.6. A joint meeting of the SWLAA and AQCS PRCs shall be scheduled at the request of both executives or with the agreement of both executives.
- 1.7. Consultation on the preparation, application, and interpretation of this Policy is carried out through the PRC.
- 1.8. The School Board systematically forwards to the SWLAA copies of all the regulations, policies, resolutions and directives concerning Senior Staff Members and, more specifically, any document pertaining to their working conditions.
- 1.9. The School Board also sends the SWLAA the name of any Senior Staff Member on leave or on a loan of service, including information relating to the duration of the leave or loan of service, when possible.
- 1.10. The participation of a Senior Staff Member in various decision-making bodies is prescribed in the *Education Act*.

## 2. ADMINISTRATIVE STRUCTURE

- 2.1. The administrative structure refers to the administrative Positions that are in place and approved by the Council of Commissioners (see section 133 of the Regulation). This administrative structure is detailed in an organizational chart illustrating the number of full-time and Part-Time Senior Staff Member as well as the title and the reporting relationship of each Position.
- 2.2. The number of Senior Staff Member Positions in a school or Centre shall be based on the criteria determined by the School Board as per section 133 of the Regulation.
- 2.3. Prior to any change in the administrative structure, the School Board, respecting the rules governing consultation (see section 182 of the Regulation), shall consult the SWLAA on its organizational plan, through the PRC, at least thirty (30) days prior to adoption by the Council of Commissioners.
- 2.4. The School Board shall advise the Senior Staff Members in writing of any change to the administrative structure adopted by the Council of Commissioners.
- 2.5. .Before creating a Special Project, the School Board must consult the PRC.

THE CONSULTATION MUST SPECIFY THE FOLLOWING INFORMATION:

- the objective(s) of the project;
  - the nature of the project;
  - the duration of the project;
  - the personnel required for the project;
  - the source of funding for the project.
- 2.6. A Special Project may not exceed thirty-six (36) months from the start date.
- 2.7. In the event that a request is made for a Special Project Position to become a permanent Position, the PRC shall be consulted in accordance with the process outlined in section 1.3.

### **3. STAFFING**

- 3.1. The School Board shall inform the SWLAA of any change to staffing requirements, or modification of existing administrative assignments, and will inform the Senior Staff Member concerned of the impending changes. This includes changes in the job descriptions of Members of the SWLAA, in the number of Positions and in the location of the primary place of work.
- 3.2. The School Board shall inform the SWLAA in writing of its staffing plan as well as any regular full-time vacancies that become available.

### **4. ROLE DESCRIPTION AND CRITERIA OF ELIGIBILITY**

- 4.1. All Senior Staff Member Positions will have a role description and criteria of eligibility.
- 4.2. The School Board shall establish the role description of each Position according to the Regulation.
- 4.3. Should a role description differ from the Regulation, it will be subject to consultation with the PRC prior to Posting. The role description will include any delegated powers or specific mandates granted by the Council of Commissioners or by the Director General.
- 4.4. The criteria for eligibility for any Senior Staff Member Position must be in accordance with the Regulation. Any additional criteria may be included only after consultation with the SWLAA via the PRC.
- 4.5. Senior Staff Members will be considered eligible for the Position or any Position of the same or inferior status, subject to the requirements.

### **5. CLASSIFICATION**

- 5.1. It is the responsibility of the School Board to classify all its Senior Staff Member according to Chapter II, Division II of the Regulation.
- 5.2. The School Board will review the Senior Staff Members' classifications based on the official student enrollment numbers, in accordance with the Regulation.
- 5.3. The School Board will transmit to the SWLAA, no later than November 30 of each year, a list of its Senior Staff Members with their respective classification and salary scale.
- 5.4. The School Board shall adjust the classification and Salary of each Senior Staff Member, and shall inform them in writing of such adjustments no later than November 30 of each year.

- 5.5. Classification changes will be applied as per section 24 of the Regulation.
- 5.6. All newly appointed Senior Staff Members will receive from the School Board access to the documents on the working conditions of Senior Staff Members (the Regulation and this Policy).

## **6. ASSIGNMENT – TEMPORARY AND VACANT POSITIONS**

- 6.1. As a general rule, Senior Staff Members are promoted from within the ranks of current Senior Staff Members. Any Vacant Positions will be offered in the shortest time frame possible in order to avoid an interruption in services.
- 6.2. Should a Position become vacant, the Director General may proceed with a replacement until the selection process is completed. The details of the replacement process appear in section 6.4 and 6.5. below.
- 6.3. All Senior Staff Members will be requested to submit a career plan on a yearly basis to the Director General by completing a form provided by the School Board.
- 6.4. For Vacant Positions, the Director General will appoint taking into consideration the preferences of assignment received; however, the Director General may elect to hold a selection committee.
- 6.5. The Director General will consider in priority the voluntary transfers of Senior Staff Members having held or currently holding a regular Position with the same title. Failing this, a Senior Staff Member occupying an interim position which becomes available will be considered for that Position prior to posting that vacancy.
- 6.6. Should no Senior Staff Member be retained for a vacancy, the Position will be posted externally and a recommendation will be presented to the Council of Commissioners.
- 6.7. In the case of a Senior Staff Member's absence, the Director General shall appoint an interim replacement.
- 6.8. Upon carrying out a temporary assignment, the School Board will inform the SWLAA on the interim replacement plan.
- 6.9. When the duration of a replacement exceeds six (6) months, the Senior Staff Member fulfilling the replacement will receive the classification of the temporary Position.

## **7. SELECTION COMMITTEE**

- 7.1. Mandate
  - ❖ Review the applications as screened by Human Resources
  - ❖ Meet and interview each admissible candidate
  - ❖ Recommend a candidate to be appointed
- 7.2. Composition
  - ❖ One (1) Commissioner
  - ❖ The Director General or delegate
  - ❖ The Director of Human Resources or delegate
  - ❖ One (1) executive member of SWLAA or delegate

- ❖ One (1) executive member of the Association québécoise des cadres scolaires (AQCS) or delegate
- ❖ For the selection of a subordinate Position, the immediate supervisor
- ❖ The School Board may request the participation of any other person with the relevant expertise.

## **8. RECRUITMENT**

- 8.1. For the purpose of establishing and maintaining a pool of potential Senior Staff Members, the School Board will establish a screening process for interested internal and external admissible candidates in consultation with the SWLAA executive.

## **9. PROBATION AND ADAPTATION PERIOD**

- 9.1. Any person named as Senior Staff Member in a regular Position for the first time shall be subject to a probation period of minimum one (1) year in accordance with a process to be established by the School Board after consultation with the SWLAA executive (as per the Regulation).
- 9.2. In the event of an absence during the probation period, the duration of the absence shall be added to the probation period.
- 9.3. The School Board may extend the probation period up to a 24-month period.
- 9.4. Following a promotion, a Senior Staff Member will be subject to an adaptation period of one (1) year during which the Senior Staff Member's Position will be protected and a right of return will be possible.
- 9.5. The SWLAA will be consulted in the development of the evaluation procedure.

## **10. EMPLOYEE FILES**

- 10.1. The School Board undertakes to comply with the *Act Respecting Access to Documents Held by Public Bodies and Protection of Personal Information*.
- 10.2. The School Board will have an Employee File for each of its Senior Staff Members which will be held by the Human Resources Department.
- 10.3. In addition, the Director General will have a professional file for each Senior Staff Members. The Director General has the sole responsibility for this file.
- 10.4. Senior Staff Members may consult their file and obtain a copy upon request.

## **11. SUPPORT TO SENIOR STAFF MEMBERS**

- 11.1 The School Board recognizes the importance of supporting and building the capacity of its Senior Staff Members so they can effectively perform their duties and acquire skills and competencies related to their career development. During the course of their career at the School Board, each Senior Staff Member will have opportunities for ongoing training, coaching and support as highlighted below:



### ❖ **Onboarding**

New (at the School Board or in their Position) Senior Staff Members will receive training in order to get an overview of the School Board departments and support available.

In addition, yearly training opportunities are offered by all the School Board departments in order to enable each Senior Staff Member to either refresh or improve their knowledge regarding specific topics related to their roles and responsibilities.

The School Board will ensure that all training offers are accessible online for all its Senior Staff Members.

### ❖ **Mentoring/Coaching**

Both individual and group-specific coaching will be made available to Senior Staff Members. These sessions are the result of targeted areas the Senior Staff Members identified in collaboration with their immediate supervisor, with the approval of the general directorate.

The School Board will also ensure that all vice-principals have access to mentoring and coaching sessions specific to their role and responsibilities.

Mentoring is also encouraged through networking and communicating with other colleagues.

### ❖ **Professional Improvement**

Each Senior Staff Member is encouraged to identify and participate in professional development workshops and conferences. These workshops should focus on the following:

- The acquisition or development of skills needed to help Senior Staff Members in their daily work;
- The acquisition of new skills or mindsets with respect to the evolution of the increased responsibilities of Senior Staff Members;
- The enhancement of the quality of service, as well as the improvement of the effectiveness and the efficiency of the administrative team;
- The individual professional growth of the Senior Staff Members in areas of interest or in areas directly relevant to their function.

The School Board shall budget and allocate to each member, for professional development purposes, an amount equal to 1% of their individual gross Salary, prorated to the period worked, which shall be confirmed to each Senior Staff Member in writing on an annual basis by November 15 of each year.

A Senior Staff Member may carry forward the surplus in their professional development budget each year for a maximum of three (3) years, after which any unused sums shall be included into a central fund which can be accessed when the Senior Staff Members' personal fund has been depleted, as per the criteria established and in accordance with the School Board policies.

### ❖ **Employee Assistance Program**

The School Board will ensure access to the services of its employee assistance program to all its Senior Staff Members and promote those services. The assistance program may include support in the following areas:

- professional counselling
- family support
- financial planning
- legal support
- health support (nutrition, fitness, stress management, etc.)
- career counselling

## 12. DISCIPLINARY MEASURES

- 12.1. If the School Board intends to take disciplinary measures, it shall convene the individual concerned to a meeting and advise the Senior Staff Member that they may have a SWLAA or AAESQ representative present at said meeting. In this meeting, the SWLAA will be represented by the Director General and/or their delegate and/or an additional Senior Staff Member.
- 12.2. A written notification outlining the intended procedure shall be provided with a 48-hour notice before the meeting, unless the urgency of the situation requires a shorter delay. In such a case, a 24-hour written notification shall be required.
- 12.3. The School Board shall indicate the reasons for the application of disciplinary measures in its written notification.
- 12.4. Any written disciplinary measures to be filed shall be presented at a formal meeting with the Director General and/or their delegate and/or an additional Senior Staff Member and the person involved and/or a representative of the SWLAA or AAESQ, at the Senior Staff Member's request.
- 12.5. A copy of any written disciplinary measure given to any Senior Staff Member shall also be sent to the SWLAA upon request of the individual concerned.
- 12.6. The Senior Staff Member concerned or the SWLAA shall have the right to react in writing to any disciplinary measure that the School Board may place in the Senior Staff Member's Human Resources file.
- 12.7. The Senior Staff Member who is subject to a disciplinary measure, with the exception of a suspension without Salary, may submit their case to the PRC.
- 12.8. Disciplinary measures will be kept in a sealed envelope in the Senior Staff Member's Employee File and will be dealt with as follows:
- 12.9. Every warning letter will become null and void after 100 actually worked days following the date it is issued;
- 12.10. Every letter of reprimand will become null and void after 200 actually worked days following the date it is issued;
- 12.11. Every suspension will become null and void after 300 actually worked days following the date it is issued.
- 12.12. In the case of a subsequent disciplinary measure within the period prescribed above, the expiry date of the remaining measures in the Employee File shall automatically be carried forward to the expiry date of the latest disciplinary measure.
- 12.13. Any disciplinary letters null and void will be returned to the Senior Staff Member.
- 12.14. Should a Senior Staff Member contest any disciplinary measure taken, the appeal procedures at the local level are specified in the Regulation.
- 12.15. If and when a Senior Staff Member leaves the School Board, a copy of their employee and professional files will be remitted upon request.

### **13. SUSPENSION**

- 13.1. For reasons of insubordination, incompetence, immorality, negligence, or gross misconduct, the School Board may suspend a Senior Staff Member.
- 13.2. This suspension shall apply only after the Senior Staff Member and/or a representative of the SWLAA have met with the Director General or their delegate and/or an additional Senior Staff Member.
- 13.3. The School Board shall advise the Senior Staff Member of the suspension in writing. This notice shall include:
  - ❖ the date and length of the suspension, as determined by the School Board;
  - ❖ the reasons for the suspension;
  - ❖ the conditions for their return to work.
- 13.4. The suspended (with Salary) Senior Staff Member may submit their case to the PRC.
- 13.5. After examining the case, the School Board shall, within fifteen (15) days of the suspension, reinstate the Senior Staff Member or take the necessary steps for Dismissal.
- 13.6. Suspension is with Salary or without Salary, pending the decision of the Director General or their delegate.
- 13.7. A Senior Staff Member who is cleared of any wrongdoing, after or during a suspension, shall be reinstated in their actual Position with no loss of Salary.

### **14. TERMINATING A CONTRACT OR DISMISSAL**

- 14.1. Suspension leading to termination of a contract or Dismissal shall be for reasons stated in section 12.1, for criminal action and/or for repeated actions involving several disciplinary measures.
- 14.2. The Director General or their delegate shall advise the Senior Staff Member of the suspension leading to the termination of a contract or Dismissal in writing. A copy of this letter will also be sent to the President of the SWLAA. This notice shall indicate:
  - ❖ the date of the suspension;
  - ❖ the reasons for the suspension;
  - ❖ the date, time and place where the recommendation for Dismissal will be presented to the Council of Commissioners. The meeting must be held within fifteen (15) and thirty-five (35) days from the receipt of this letter;
  - ❖ the right to address the Council of Commissioners with or without a representative of the SWLAA.
- 14.3. The first fifteen (15) days is intended for the SWLAA to investigate and intervene on behalf of the Senior Staff Member.
- 14.4. Should a Senior Staff Member object to the Dismissal, the appeal procedures are specified in the Regulation.

## **15. ADMINISTRATIVE REORGANIZATION**

- 15.1. In the event of an administrative reorganization, any Senior Staff Member whose Position is abolished will maintain security of employment and will be entitled to another Vacant Position, provided that the eligibility criteria for the Vacant Position are met.

## **16. SURPLUS OF PERSONNEL**

- 16.1. A Senior Staff Member on surplus will have priority for Placement purposes when another Position of equal or lesser Salary becomes vacant.
- 16.2. Prior to determining surplus, the School Board must consider the following:
- ❖ Voluntary departures
  - ❖ Retirements or pre-retirements
  - ❖ Leaves with or without Salary
  - ❖ Leaves for professional development
  - ❖ Loans of services
  - ❖ Replacement of staff on disability leaves
  - ❖ Surplus depletion measures
  - ❖ Relocation within or outside the classification plan
  - ❖ Severance pay
  - ❖ Voluntary Demotions
  - ❖ Other possibilities
- 16.3. In the event that the surplus of personnel is not depleted using section 15.2, the SWLAA must be consulted about the criteria that will be applied. The criteria will be among the following: administrative experience; academic qualifications; pertinent professional improvement activities; needs of the organization; and distance between the location of the assignment in relation to that of the Senior Staff Member's previous assignment.
- 16.4. The School Board and the SWLAA will jointly agree to the addition of any other criteria and will work towards finding a resolution to any problem arising from the application of section 15.3.
- 16.5. If the solutions prescribed do not eliminate the surplus, the person in surplus with two (2) years or more of continuous service as per the Regulation, will be reassigned a Position as per the criteria established with the SWLAA.

## **17. CIVIL LIABILITY AND CRIMINAL PROCEEDINGS**

- 17.1. The School Board shall cover all legal expenses for any Senior Staff Member accused in a civil or criminal suit filed while carrying out their duties in good faith, in accordance with established or approved School Board policies and procedures. Exception is made if the School Board itself takes such action. The School Board will not reclaim any expenses unless it is established through a court decision that the Senior Staff Member has committed a serious offence or demonstrated gross negligence.
- 17.2. The Senior Staff Member has the right to add to the legal representation chosen by the School Board, if necessary, their own legal representation, however related costs shall be covered by the Senior Staff Member.

As soon as the School Board's civil liability is recognized by the latter or established by the court, the School Board compensates any Senior Staff Member for the total or partial loss, theft, or destruction of personal property normally used or brought to their workplace, unless the Senior Staff Member has shown gross negligence; in the event that such loss, theft or destruction is already covered by insurance held by the Senior Staff Member, the compensation paid will be equal to the loss actually suffered by the Senior Staff Member.

A Senior Staff Member who claims to be entitled to compensation under this section must produce a written document in support of their claim.

## **18. ANNUAL VACATION**

18.1. Annual vacation is determined by the Regulation and is to be taken in agreement with the immediate supervisor concerned.

18.2. Vacation days may not incur any additional expense to the School Board.

The annual vacation for a Senior Staff Member is determined by section 184 of the Regulation. A Senior Staff Member shall be entitled, during the twelve (12) months following June 30 of each year, to a quantum of paid annual vacation the duration of which shall be established based on the years of continuous service accumulated in the education sector on July 1 of the same year, according to Regulation.

18.3. For vacation purposes, the year begins July 1 and ends on June 30. For a new Senior Staff Member, vacation days are given at the end of their first administrative assignment; however, with the permission of the immediate supervisor, the Senior Staff Member may request to borrow a vacation allocation up to ten (10) days prior to the end of the first year.

18.4. The Senior Staff Member shall submit their vacation plan to their immediate supervisor according to the process and return the form to the Director General by the annual deadline established by the School Board.

18.5. The Senior Staff Member shall be entitled to at least four (4) weeks of vacation during the summer period, unless another agreement has been made with the immediate supervisor. An in-school Senior Staff Member should normally schedule their vacation when students and staff are not present.

18.6. The holiday shutdown between Christmas and New Year's Day is granted to SWLAA members, but excluded from the vacation period.

18.7. Vacation days are normally NOT cumulative. Exceptionally, a Senior Staff Member may request to defer some of their vacation days to the following year in a written agreement with the Director General.

18.8. In the case of hospitalization or convalescence during the course of a vacation period, this period shall be considered non-vacation time and the Senior Staff Member may take these days at a later time. The timing of these days must be approved by the Director General.

18.9. Should a Senior Staff Member be required to work during their vacation period, these days will be taken at a later date in agreement with their immediate supervisor.

## **19. PAID LEGAL HOLIDAYS**

- 19.1. The Senior Staff Member is entitled to the same paid legal holidays as those granted to professionals of the School Board, which include the holiday period, as per the school calendar related to their assignment.

## **20. SPECIAL LEAVES**

- 20.1. Senior Staff Members are entitled to the same special leaves as those granted to professionals of the School Board.

## **21. LEAVE FOR PARENTAL AND FAMILY RESPONSIBILITIES**

- 21.1. Subject to the other provisions of the Regulation, and in accordance with section 79.7 of the *Act respecting labour standards* (CQLR, chapter N-1.1), a Senior Staff Member may be absent from work for up to ten (10) days per year of which six are paid to carry out obligations related to the care, health or education of their child or spouse's child. He or she may also use the days under the same conditions for reasons related to the state of health of a relative or any person for whom the Senior Staff Member acts as a caregiver, as attested to by a professional working in the health and social services sector governed by the *Professional Code* (CQLR, chapter C-26).

For the purposes of applying this clause, the notion of relative is that defined in section 79.6.1 of the *Act respecting labour standards* (CQLR, chapter N-1.1).

A maximum of six (6) days shall be paid, and the four remaining absences shall be without Salary. The leave may also be divided into half-days.

The School Board shall be informed in advance of the absence or, if such a notice cannot be given, upon the Senior Staff Member's return.

Senior Staff Members shall benefit from the parental rights as defined in Schedule V of the Regulation.

## **22. LEAVE WITH SALARY (STUDY)**

- 22.1. The School Board may allow a Senior Staff Member to be paid while on leave for study purposes, provided the leave is directly linked to a School Board need. The Senior Staff Member shall maintain all rights and privileges and shall be assured of returning to their regular Position after their leave.

## **23. LEAVE WITHOUT SALARY**

- 23.1. The School Board may grant a Senior Staff Member a leave without Salary for personal matters, in-service, or for any valid reason.
- 23.2. If the School Board refuses the Senior Staff Member's request, it shall do so for cause and inform the Senior Staff Member of the reasons in writing.
- 23.3. The School Board and the Senior Staff Member shall agree as to the duration of the leave and to the protocol for return to work.
- 23.4. The Senior Staff Member may request an extension or renewal. This request must be made in writing at least sixty (60) days prior to the beginning of the extension or the renewal and must clearly state the reasons invoked in its support.

- 23.5. During any leave granted by the School Board, the Senior Staff Member shall continue to accumulate Years of Service and shall be entitled to all the benefits of a full-time employee, for example, group insurance.
- 23.6. After a one-year absence, the Senior Staff Member shall be entitled to return to their original Position.
- 23.7. After an absence of more than one year, the Senior Staff Member may be assigned to the original Position or given an equivalent Placement.
- 23.8. The Senior Staff Member working in a school or Centre who is on leave without Salary may return to work at the School Board before the prescribed date of return; in such a case, the School Board and the Senior Staff Member shall agree on the terms and conditions of the return.
- 23.9. During the leave without Salary, the Senior Staff Member shall be entitled to take part in the assignment and transfer process of Senior Staff Members.

## **24. LEAVE FOR PUBLIC OFFICE OR PROFESSIONAL AFFAIRS**

- 24.1. A Senior Staff Member who announces their intention to run as a candidate at the municipal, provincial or federal level will be eligible for a leave of absence without Salary for the duration of the electoral campaign.
- 24.2. A Senior Staff Member who obtains a leave for professional affairs or public office must reach an agreement beforehand with the School Board on the terms and conditions of the leave and eventual return to work.
- 24.3. The School Board recognizes that its Senior Staff Members have the same rights as the general public to participate in public affairs.
- 24.4. If elected, the School Board will accept the Senior Staff Member's request for a leave of absence, without Salary, for the duration of their mandate.
- 24.5. The Senior Staff Member who is on a leave of absence without Salary to fill a public office must give the School Board at least thirty (30) days' written notice of their intention to return to work at the School Board.
- 24.6. During any leave granted by the School Board, the Senior Staff Member shall continue to accumulate Years of Service.
- 24.7. A Senior Staff Member called for jury duty or called as a witness in a case where the Senior Staff Member is not a party shall maintain their full Salary without penalty.
- 24.8. The School Board recognizes that a Senior Staff Member may represent the SWLAA at the local or provincial levels without penalty.
- 24.9. The School Board will agree to release, without penalty, any Senior Staff Member under the following conditions, at the request of the School Board or the Senior Staff Member:
  - ❖ To participate in local or provincial negotiations;
  - ❖ To participate on the PRC or other School Board committees;
  - ❖ To participate in activities called by the SWLAA or AAESQ;
  - ❖ To participate in professional development activities;



- ❖ To give or attend conferences or participate in education-related projects after agreeing on the dates and duration of such a leave with their immediate supervisor.
- 24.10. The School Board will renew any request for a continuance in a leave of absence for SWLAA activities.
- 24.11. During a leave without Salary, the Senior Staff Member is entitled to take part in the assignment and transfer process of Senior Staff Members.

## **25. TRAVEL AND PERSONAL EXPENSES**

- 25.1. Any Senior Staff Member is entitled to reimbursement for expenses incurred in the exercise of duties, in accordance with the School Board's Policy.

## **26. SALARY DISBURSEMENTS**

- 26.1. The School Board will disburse the annual Salary into payments every two (2) weeks by direct deposit.
- 26.2. Salary instalments will be paid by direct transfer to the bank account identified by the Senior Staff Member.
- 26.3. Adjustments that result from changes in classification will be made no later than the second pay in November of each year.
- 26.4. The Senior Staff Member will have access to their Salary statements and fiscal statements by electronic means.

## **27. DISCLOSURE OF CONDITIONS OF EMPLOYMENT**

- 27.1. Upon taking up their duties, a Senior Staff Member is informed in writing of their conditions of employment and the School Board provides them with a link to the Regulation. Any subsequent change to the Regulation is also forwarded to all Senior Staff Members of the School Board as soon as it comes into force.

## **28. ASSOCIATION FEES**

- 28.1. The methods of remitting all association fees will be a topic for agreement between the School Board and the SWLAA.
- 28.2. The School Board will transmit, prior to September 15 of each year, to the SWLAA and the AAESQ an updated list of the name of each Senior Staff Member and their respective:
- ❖ Classification
  - ❖ Position
  - ❖ Salary
  - ❖ Place of work, address, and phone number
  - ❖ Personal address and phone number
  - ❖ Email address



- 28.3. The School Board will deduct the dues of all the members belonging to the SWLAA according to the agreement between the School Board and the SWLAA.
- 28.4. On or before June 1 of every year, if necessary, the AAESQ or SWLAA will contact the School Board in order to determine the annual association fees to be deducted for the following school year.

## **29. RIGHT OF RECOURSE**

Senior Staff Members shall be entitled to a recourse procedure for any problem arising between the Senior Staff Member of the School Board with regard to the application or interpretation of this Policy or a disciplinary measure, other than a suspension without Salary.

A Senior Staff Member may, within a time limit of forty (40) working days of the date of the event, submit their complaint to the SWLAA in writing. A copy of the complaint is forwarded by the SWLAA to the School Board.

The School Board shall have twenty (20) working days from the receipt of said complaint to render a decision and respond to the complainant.

If the complainant is not satisfied with the School Board's response, the complainant (or the SWLAA) may, within fifteen (15) working days of the School Board's response to submit the complaint to the PRC and obtain a decision.

The PRC is composed of representatives of the School Board, including its Director General, and representatives of the SWLAA.

The School Board conveys its final decision in writing to the Senior Staff Member and the SWLAA within twenty (20) working days.

The Senior Staff Member (or the SWLAA) dissatisfied with the decision of the School Board may file a notice of disagreement with the School Board as prescribed in section 195 and following of the Regulation.

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This Policy applies exclusively to Senior Staff Members of the SWLAA and must be the subject of consultation between the SWLAA and the School Board for both its adoption and modification.

This Policy applies upon its adoption by resolution of the Council of Commissioners and shall remain in effect as long as it has not been modified.