

Approved minutes of the regular

f)

e) - 2014-2015 (continued)

WHEREAS the Central Québec School Board declares that all required information has been forwarded to the Secretariat of the pursuant to the Directive on accountability in contract management of public agencies and that it and the information published on the electronic tendering system to tender for the period from April 1st, 2014 to March 31st, 2015 are reliable;

It was MOVED by S. Downs, SECONDED by K. Jack and UNANIMOUSLY RESOLVED; THAT the Central Québec School Board Council of Commissioners approve the and

THAT the Chairman be authorized to sign the declaration on behalf of the School Board.

f) : Modification of a Contract - Ste-Foy Elementary School

WHEREAS the Central Québec School Board Council of Commissioners adopted the hiring of a contractor to refurbish the boiler room at Ste-Foy Elementary School on August 20, 2014 in the pre-tax amount of \$103,675;

WHEREAS the cost of the renovation represented more that 10% of the original tender in the pre-tax amount of \$126,079.11;

WHEREAS each modification of the renovation was approved according

15-06.11 New Business (continued)

h) : Modification of a Contract - Eastern Québec Learning Centre (continued)

WHEREAS none of the modifications represented individually more than 10% of the original tendered cost of the contract;

WHEREAS an authorization form must be submitted to the Secretariat of the when a public body has modified a contract which causes an additional expense totalling more than 10% of the original tendered price of the contract:

WHEREAS the authorization form provides all the reasons for the excess cost;

It was MOVED by D. Ford-Caron, SECONDED by K. Jack and UNANIMOUSLY RESOLVED; THAT the Central Québec School Board Council of Commissioners approve the modifications as well as the authorization form to be sent to the Secretariat of the ; and

THAT the Chairman be authorized to sign the form on behalf of the School Board.

i) <u>By-Law Concerning the Delegation of Certain Functions and Certain Powers of the</u> Council of Commissioners to the Director General (adoption)

WHEREAS

(referred to as

the LGCE), dated December 5, 2014, came into force on January 1, 2015;

WHEREAS the changes engendered by the adoption of this law would affect the delegation of functions and powers regarding service contracts at the Central Québec School Board;

WHEREAS article 16 of the new law requires that all service contracts be authorized by the chief executive officer;

WHEREAS the Council of Commissioners is the highest administrative authority of a school board;

WHEREAS the Council of Commissioners may delegate its power in whole or in part to the Director General;

15-06.11 New Business (continued)

h) <u>By-Law Concerning the Delegation of Certain Functions and Certain Powers of the</u> Council of Commissioners to the Director General (continued)

It was MOVED by J. Rosenhek, SECONDED by S. Downs and UNANIMOUSLY RESOLVED; THAT in order to ensure the effective and efficient functioning of the School Boards regarding its day-to-day operations within the delegation of spending power over service contracts, that the Council of Commissioner adopt a

b)

15-06.12 <u>Committee Reports (continued)</u>

- h) Human Resources Committee (continued)
 - i. Recommendation: Local Management Policy for Senior Staff of Schools (adoption) (continued)

WHEREAS the draft Local Management Policy for Senior Staff of Schools and

15-06.15 <u>Question period (continued)</u>

- b) <u>Commissioners</u>
 - Q. D. Ford-Caron requested to have the



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The Terms and Conditions contained herein are in compliance with the Consolidated Document on certain conditions of employment for Senior Staff of School Boards and of the (herein referred to as "regulations", published in the



Central Québec School Board: CQSB but reference in the text will be the "the

School Board"

<u>Senior Staff Member in a School:</u> Principal and Vice-Principal

Senior Staff Member in a Centre: Director of Adult Education Centre and Vocational

Training Centre

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a) Ensure open lines of communication for due consultation processes, promoting continuous dialogue and maintaining sound professional relationships to ensure organizational effectiveness in order to support students success;

- b) Maintain working conditions of employment that are consistent, equitable, aligned and complementary to the regulations;
- c) Ensure prompt action and procedural fairness when disagreements occur in the application and interpretation of working conditions set in the regulations and the Local Management Policy (LMP), or any other related conflictual labor relation matters that may arise.

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The associations (listed under article 5) shall advise the School Board (Human Resources) in writing of any modifications to its annual dues for the following school year.

Professional dues for AQCS, AAESQ or CQAA (when applicable) shall be paid annually, through payroll deductions.

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The School Board shall inform (via an electronic means) association(s) of any new adopted policies as well as any directives, rules and procedures relating to conditions of employment of Senior Staff Member of School and Center.



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- 1. Development and/or review of local by-laws, policies, regulations, guidelines, orientations and strategic plan, etc.;
- 2. Budget Management Process and Staffing Parameters;
- 3. Modification to the CQSB organizational chart;
- 4. Induction Programs and/or Initiatives;
- 5. Calendar of working days and legal holidays with pay;
- 6. Hours of work and alternative work schedules;
- 7. Overtime and Compensatory Leave:
- 8. Vacation (vacation period, vacation carry-over, etc.);
- 9. Probation period, probation tools and professional growth opportunities;
- 10. Evaluation period, evaluation tools and professional growth opportunities;
- 11. Sick leave:
- 12. Special leaves;
- 13. Years of recognized service;
- 14. Disciplinary or administrative measures;
- 15. Right to recourse resulting from an administrative or a disciplinary measure;
- 16. Civil and criminal responsibility;
- 17. Other topics as mutually agreed upon in writing.

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a) Recruitment, Selection and Hiring

In compliance with the School Board Policy on Recruitment, Selection and Hiring

b) Job Classification

As per the rules in the regulations (Schedule 11 - Classification of Reference Position)

c) Job Description

In line with the related generic job description found in the regulations, under , a written statement of key responsibilities will be provided upon hiring. The job description can be reviewed by the immediate supervisor or upon request of the incumbent.

d) Contractual Status

The contractual status will be determined by the School Board and can be for an indefinite term, a definite term or for a temporary or administrative assignment.

e) Contract of Engagement

A written contract of engagement will be issued within 15 working days subsequent to the official acceptance to a written offer of employment by CQSB.

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- 7. **, H H** Upon a written request justifying the "exceptional situation encountered", additional days can be granted above and beyond the 10 compensation days or those pro-rated. The request will be transmitted to the Director General for a final decision. A written response will be provided accordingly.
- 8. All authorized compensatory time-off will be transmitted to Human Resources for due recording and follow-up.

The Director General has the responsibility to ensure fairness and equity in the application of compensatory time-off. In this regard, the Director General maintains the right to make inquiries and act accordingly.

j) Annual Vacation

Complementary to articles 183 to 190 of the regulations, the following terms and conditions will apply:

- 1. Annual vacation time is a benefit and, as such, Senior Staff of School and Centre are encouraged to utilize their full entitlement each year.
- 2. Annual vacation entitlement for a full year of service with a regular full-time employment status (100% workload) is 25 days.
- 3. Vacation entitlement will be prorated according to the percentage of work and the work period.

4.



k) Statutory and Paid Holidays

Administrators are entitled to thirteen (13) guaranteed statutory and paid holidays as follow: New Years' Day, January 2, Good Friday, Easter Monday, Journée nationale des patriotes, Fête nationale, Canada Day, Labour Day, Thanksgiving Day, Christmas Eve, Christmas Day, Boxing Day and New Years' Eve. The School Board will recognize any other statutory and paid holidays voted by legislation.

In addition to the 13 guaranteed statutory and paid holidays, an additional 2 days with pay is granted during the Holiday Season (). These 2 days are indicated on the yearly approved calendar of working days for Senior Staff, Professionals and Support Staff.

If a paid legal holiday falls on a Saturday or Sunday, the day off shall be rescheduled, after agreement, to a date that is suitable to the School Board and the association(s).

An administrator required to work during a statutory holiday will receive equivalent time off as a replacement. The replacement date will be authorized by the immediate supervisor.

I) Leaves of absence without salary

- 1. Request for a full-time or part-time leave of absence without pay will be made in writing by May 1 of each school year for the following school year. The written request will be transmitted to the immediate supervisor and/or Human Resources. Human Resources will request the immediate supervisor's recommendation and will bring the matter for a decision by the Administrative Council (AC).
- 2. The School Board may grant a full-time or part-time leave of absence without pay to a tenured Administrator for reasons it deems valid.
- 3. The maximum duration is 12 consecutive months.
- 4. The Administrator will return to the position they held before their departure, unless it has been abolished by the School Board. If such is the case, the clauses related to Stability of Employment will apply (Chapter V1 of the regulations).
- 5. Should an exceptional situation arise, the Administrator may submit a written request for a leave of absence without salary to his or her immediate supervisor and/or to Human Resources at any other time and with proper written justification.
- **6.** Confidentiality of the information provided in relation to a request for a leave of absence will be respected at all times by the School Board.

m) Special Leaves (without loss of salary)

All requests for a special leave must be made in writing and authorized by the immediate supervisor as per the following:

- 1. His or her marriage or civil union: A maximum of 7 days, including the day of the wedding or civil union.
- 2. Marriage or civil union of the immediate family (mother, father, brothers, and sisters) the day of the event.







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- a) The School Board will follow the progressive disciplinary approach when imposing a disciplinary measure such as a verbal warning, a written warning, a written reprimand or a suspension of up to 5 working days.
- b) All written documents related to a disciplinary measure must be submitted to Human Resources for review (legal aspects), providing a Senior Staff of Services in Human Resources is not targeted by the disciplinary measure, nor directly involved in a possible conflict of interest.
- c) A suspension of more than 5 working days will be preceded by an internal investigation led by Human Resources or by an external resource. The matter will then be brought to the attention of the CQSB Human Resources Committee who will make a recommendation to the Council of Commissioners for a final decision.
- d) A dismissal will be preceded by an internal investigation led by Human Resources or by an external resource. The matter will be brought to the attention of the CQSB Human Resources Committee who will make a final recommendation to the Council of Commissioners for a final decision.
- e) All disciplinary measure will be dealt with in strict confidence between the parties involved.

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Prior to initiating a final review through the Right of Appeal Committee or the Local Appeal Committee, the Board and the Association(s) agree to meet informally to discuss the issue at stake.

The Board agrees to abide by the Recourse and Right of Appeal procedures outlined in the Regulations (articles 193-213) and such modifications agreed to by QESBA and AAESQ at the provincial level.

 ${f 3}$ ${f H}$ (${f H}$ shall consist of a minimum of two people named by the School Board and two named by the CQAA. Delays to be met will be the same as those indicated in the Regulations.

Unless the School or Centre Principal or Vice-Principal submits his or her aties in Aple cng (en-S57.6 268.ci)-3



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The School Board shall assume the reasonable expenses incurred for the defense of an administrator who is prosecuted by a third party for an act done in the exercise of his or her duties carried out in good faith according to established and approved Board policies and procedures.

In the case of penal or criminal proceedings, the School Board may require an administrator who has been prosecuted to repay the defense expenses, except if the administrator had reasonable

