



# Terms & Conditions 2008

## A Question of Principals and Principles

While the provincial government is hard at work facilitating discussion tables with each of the education sector unions, principals and vice-principals are left wondering just how their terms and conditions will evolve with no such avenue for discussion available to them. Will the Supreme Court's BC Health Services ruling provide the impetus for all school board representatives to engage in good faith bargaining with local principal/vice-principal associations? Will our work at the provincial level to forge positive relationships with our Catholic partners have an impact at the local level? Will our terms and conditions reflect our roles and responsibilities as part of school board management teams? We are not a union and, as such, it is easy to get bogged down in semantics. Do we dialogue, discuss, negotiate or bargain? Does it really matter as long as there is consultation and two-way communication?

At the outset, I want to note that I have observed outstanding practices and relationships in many of the boards that I have visited. By in large, directors, supervisory officers and trustees respect and value the principals and vice-principals with whom they work. We would be remiss, however, if we were to turn a blind eye to boards where that is not the case and not provide assistance to those school administrators in improving the terms and conditions under which they work. Indeed, our letters patent dictate as one of our fundamental goals, "To represent and assist Catholic principals and vice-principals to maintain and improve terms and conditions of employment."

Given the reality that most boards will seek to resolve union demands before entering into formal dialogue with local principal/vice-principal associations, bargaining teams will likely have some lead-time before formal talks commence at the local level. Experienced negotiators will tell you that they are always bargaining through building relationships, informal dialogue or information requests. Positive relationships lead to principled discussions and/or negotiations.

There are some fundamental terms and conditions of which we should all be aware. I would respectfully submit that the following is a partial list of clauses that should be reviewed and possibly deleted if part of your terms and conditions.

1. Ontario Regulation 90/98 was released on April 1, 1998 in response to redundancy and reassignment concerns associated with Bill 160. Unfortunately, Section 4 of that Regulation which dealt with preservation of seniority was revoked on August 31, 2001. Since that time, there has been no statutory protection or preservation of bargaining unit seniority for principals and vice-principals.
2. Provisions which give the Board the right to unilaterally change terms and conditions are potentially punitive and

not in the spirit of good faith bargaining.

3. Requirements for a probationary period should be accompanied by a sub-clause that outlines the procedures in the event that a principal or vice-principal is unsuccessful or the victim of redundancy due to declining enrolment or other factors beyond their control.
4. A mandatory retirement provision at age 65 is now in contravention of provincial law and such references should be removed.

In addition, there are a few key substantive contract provisions that should be part of any principal/vice-principal terms and conditions agreement.

1. The right of representation (or recognition) is essential in order that local associations are empowered to negotiate on your behalf.
2. Indemnification clauses provide protection for principals and vice-principals in legal proceedings when school administrators are acting within the scope of their employment with the Board. Note, however, that while important, this clause does not replace the legal services provided by CPCO that are necessary when in conflict with Board provisions or engaged in certain civil suits.
3. Dispute resolution is imperative where no other job protection exists. Access to arbitration ensures recourse when faced with discipline, suspension, demotion or dismissal. Related is the need to tie dismissal to just cause.
4. Job protection in the event of redundancy provides for the potential negative impact of local conditions such as declining enrolment, arbitration rulings such as Charney, and school consolidation.
5. LTD clauses can be very confusing. It should be questioned whether or not your agreement contains provisions for a claimant to continue to be maintained on board benefit plans and if there are retention clauses that may terminate employment after a defined period on LTD.
6. Lastly, amending clauses are a great tool where relationships are such that there is ongoing dialogue with senior administration. Such clauses allow the parties to mutually agree to changes at any point in time.

Numerous other substantive and non-substantive clauses will warrant your team's attention based on your defined local needs.

I am cautiously optimistic that the changing landscape of education in Ontario will provide opportunity for each of you to discuss/negotiate/bargain terms and conditions based on positive relationships and mutual respect.