

# 7<sup>th</sup> COLLECTIVE AGREEMENT

between

ST. MARGARET'S SCHOOL

and the

PROFESSIONAL EMPLOYEES ASSOCIATION



**P | E | A**

BC's Union for Professionals

Effective March 1, 2023 – June 30, 2026



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## ARTICLE 1 INTRODUCTION

### 1.01 Use of Singular

Wherever in this Agreement the singular is used, it is understood that the reference shall include the plural where the context so requires.

### 1.02 Gender Neutral

Gender neutral language is to be used throughout the contract.

### 1.03 Discrimination and Harassment

- (a) The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any staff member because of age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, or sexual orientation, gender identity or expression, Indigenous identity of the staff member, or because the staff member has been convicted of a criminal or summary conviction offence that is unrelated to the staff member's employment, or by reason of any other prohibited grounds stipulated in the British Columbia Human Rights Act. This Article shall not apply to any personnel benefits that have been mutually accepted by the parties or which make actuarial distinctions on the basis of age, or to appointments or any accommodation made under a mutually agreed employment equity program.
- (b) SMS agrees that there shall be no discrimination against any staff member for lawful activities on behalf of the Union.
- (c) SMS and the Union share a mutual desire to prevent harassment in the workplace. "Harassment" shall include personal harassment. Personal harassment is a problem which can occur in any form and at any level – between peers, supervisor to subordinate, subordinate to supervisor or employees to clients. It is unacceptable behaviour which denies individuals their dignity and respect, and which threatens to affect the well-being or job performance of the individual and is found to be offensive, embarrassing or humiliating. Harassment does not include actions occasioned through the exercise, in good faith, of SMS's managerial/supervisory rights and responsibilities.
- (d) A staff member shall be entitled to refer a complaint of harassment or discrimination to the grievance procedure set out under Article 4.

## **1.04 Definitions**

Terms used in this Agreement shall have the meaning ascribed to them in Appendix A - Definitions.

## **ARTICLE 2 UNION RECOGNITION, RIGHTS & SECURITY**

### **2.01 Bargaining Unit**

The bargaining unit shall consist of all employees for whom the Union has been certified as bargaining agent, in accordance with the order of the British Columbia Labour Relations Board dated August 31, 2000, and amended December 6, 2000, or as subsequently amended by the Board or by mutual consent of the parties.

#### **(a) Bargaining Agent**

St. Margaret's School (SMS) recognizes the Professional Employees Association ("the Union") as the exclusive bargaining agent for all employees for whom the Union has been certified as the bargaining agent.

#### **(b) No Other Agreement**

No other agreement with any individual employee or other organization shall supersede or contravene the terms of this Agreement. No employee covered by this Agreement shall be required or permitted to make written or oral agreement with SMS or its representatives without the agreement of the Union. Persons outside the bargaining unit will not perform bargaining unit work except in unusual circumstances agreed to by the parties. In all such circumstances the work will not result in the elimination of any current Union positions. The Parties agree to:

- i) **Gap Students:** To a maximum of two (2), Gap Students may perform work that would not result in the reduction of Union members' work. Gap Students may work in a classroom only under the direction and/or supervision of certified teachers.
- ii) **Assistente:** To a maximum of 12 hours per week during the academic year. The Assistente will engage in conversational activities with small groups of students. The Assistente will not be used to take the role of class supervisor, except in the area of modern languages and under the direction of a certified teacher.
- iii) **Work Parties:** To a normal maximum of twelve (12) times per year, and subject to variances based on agreement between the Parties, volunteer work parties of parents or others may engage in special projects or tasks on campus, carrying out work not normally performed by SMS Union staff.

- iv) Summer Students: A maximum of eight (8) SMS students may be hired to work during the summer holidays to perform a variety of tasks under the direction of Union staff members. These students will not be members of the bargaining unit, however, if Employees other than SMS students are hired for summer work, they shall become members of the bargaining unit.
- v) Administration Teaching: Administrators may teach up to one full course annually provided such activity does not result in a reduction of work for any regular Employee. They may act as teachers on call (TOCs) in case of emergency for no more than one day in any week when a TOC is available. If no TOC is available, the period of acting as a TOC will be extended while the emergency exists.

In this subsection, an "emergency" is defined to be the absence of a teacher available to instruct the class.

(c) Kitchen and Laundry Work

- i) Neither students nor summer program attendees shall perform kitchen work with the exception of assisting during international dinners or special events, as has occurred in the past. In cases where students assist with international dinners, there shall be no reduction in PEA members' hours, nor will PEA members be responsible for the supervision of students.
- ii) Neither students nor summer program attendees shall do housekeeping laundry or other work which would reduce the current work schedule of PEA laundry staff.
- iii) The excluded kitchen manager may assist kitchen staff as part of their regular duties. Except in unusual circumstances, the manager may not assume the normal duties of PEA members which would result in the reduction of their hours.
- iv) St. Margaret's School shall not expand current outsourcing practices.

**2.02 Bulletin Boards**

SMS agrees to allow the Union reasonable access to bulletin board facilities in designated staff areas.

**2.03 Recognition of Rights of Union Representatives**

- (a) SMS will recognize the officials of the Union, as designated in Appendix A, for the purpose of formal relations between SMS and the Union.
- (b) The Union shall notify SMS of the names of all local representatives.

**2.04 Time off for Union Business**

- (a) Subject to operational requirements, SMS agrees to grant leave of absence with pay to Employees who are representatives of the Union on the Union Bargaining Committee required to attend negotiation meetings with SMS held during normal working hours. Times for such meetings will be mutually agreed to by the Union and SMS. The maximum number of these representatives shall be five (5). To facilitate the administration of this Article, when leave is granted the leave shall be without loss of salary and benefits, and the Union shall reimburse SMS for substitution costs for all employees who are attending negotiation meetings.
- (b) SMS recognizes that occasions may arise when a designated representative on the aforesaid Bargaining Committee is unable to attend negotiations, and SMS agrees to grant leave of absence with pay to an alternative representative on such occasions when the Union deems an alternate as necessary to the continuation of negotiations.
- (c) The Union agrees to furnish SMS with a list of designated Bargaining Committee members and to provide SMS with a list of the Union participants scheduled to participate in each negotiating session.
- (d) Should additional employees be required to attend negotiations for the purpose of providing information or advice, leave of absence without pay may be granted, subject to operational requirements.
- (e) SMS recognizes that the Union's Chapter Chairperson's duties may require the ability to have occasional time off to attend to Union business. Subject to operational requirements, SMS will ensure that there is sufficient flexibility so that the Chairperson can be made available to carry out the required functions of the position, including, but not limited to, attending Union Executive meetings, and the Union's convention without pay.
- (f) Subject to operational requirements, SMS agrees to allow time off for additional members to attend the Union's convention without pay.
- (g) SMS acknowledges the right of Local Representatives to assist in the investigation, processing and settlement of grievances and potential grievances without loss of pay, subject to operational requirements. Time spent by employees appearing before an arbitration hearing arising from this agreement as a witness for the Union shall be without pay.
- (h) Leave of absence without pay may be granted to designated representatives of the Union to transact Union business which cannot be accommodated within the provisions of a) through g), inclusive. The Union will provide reasonable notice of any request pursuant to this section. Such requests will normally be granted and shall not be unreasonably refused.

- (i) Time spent by a PEA member attending a joint committee meeting or performing duties assigned by a joint committee shall be leave without loss of pay. Such duties will be undertaken in a manner so as not to disrupt the operation of SMS.
- (j) When leave without pay is granted under this Article, SMS shall maintain the staff member's normal salary and related benefits, and the Union shall reimburse SMS for such salary and benefit costs.

### **2.05 Access to Worksite**

- (a) Union officials, who are not SMS employees, attending a meeting with one or two members shall, as a matter of protocol, sign in at the front office and wear a visitor name tag.
- (b) Union officials attending a meeting on campus with more than two members shall first obtain permission from the HOS or SMS's designated representative and such permission shall not be unreasonably denied. Union officials shall sign in with the front office and wear a visitor name tag.
- (c) The Union agrees that its Union Officials will conduct Union business on the SMS site in a manner so as not to disrupt the operation of SMS.

### **2.06 Picket Lines**

SMS recognizes the right of an employee, as a matter of conscience, to refuse to cross a legal picket line. Such absence shall be without pay or benefits.

### **2.07 Membership**

- (a) Every employee appointed to a position within the bargaining unit shall become and remain a member of the Union as a condition of employment, except those employees on staff at the time of certification who chose not to become Union members.
- (b) SMS will provide the Union with member status updates with the monthly dues deduction as per Article 2.08.

### **2.08 Dues Deduction**

- (a) The Employer will provide the Union with a union dues report by the 15<sup>th</sup> of each month. If the 15<sup>th</sup> of the month falls on a weekend, then the report will be submitted on the next business day.
- (b) The Employer will submit to the Union the dues payment by the Friday of the week following the submission of the dues report.

- (c) Every employee in the bargaining unit, including those who have chosen not to become Union members as referenced in Article 2.07, shall, as a condition of continuing employment, authorize deduction from the employee's monthly salary, of Union dues and fees and shall pay such dues and fees to the Union. On receipt of an employee's written authorization, SMS agrees to deduct monthly from the salary of each employee, membership dues in the Union in the amount specified by the Union and to forward to the Union the total amount of such dues or fees collected.
- (d) SMS shall indicate on the staff member's Statement of Remuneration Paid (T4) the eligible deductions paid to the Union, subject to the provisions of the Income Tax Act and applicable regulations as periodically revised.

### **ARTICLE 3 SCHOOL'S RIGHTS**

It is recognized and acknowledged that the management and direction of the employees and activities of SMS are vested exclusively with SMS through the Head of School as authorized by the Board of Governors, except as otherwise provided in this agreement.

### **ARTICLE 4 GRIEVANCES AND ARBITRATION**

#### **4.01 Introduction**

Any difference arising out of the interpretation or application of this Agreement shall be resolved in the manner hereinafter set forth, without stoppage of work or interruption of services.

This Article constitutes the procedure for making a final and conclusive determination of any dispute (hereinafter referred to as the grievance) respecting:

- (a) The interpretation, application, operation, or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.
- (b) The dismissal, discipline, or suspension of an employee.

The Parties agree that differences can frequently be resolved by discussion between the employee and the employee's immediate supervisor. Such discussion may precede the initiation of the grievance procedure. In the hope that disputes can be resolved amicably, discussions between the parties to any grievance shall be encouraged at each step.

For the purpose of this Article, "day(s)" refers to calendar day(s).

#### **4.02 First Step**

The grievance shall first be taken up verbally with the employee's immediate supervisor by the member or the Union. Settlement at Step One (1) will not be used as a precedent by either party. SMS will be advised in advance that the meeting is a Step One (1) grievance and the collective agreement clause(s) related to the grievance.

#### **4.03 Second Step**

Through the Union, a grievance not resolved at Step One (1) may, within thirty (30) days of the incident or awareness of the incident prompting the grievance, be submitted in writing to the Head of School or designate. A meeting with the grievor and one or more representatives of SMS and the Union will be held within ten (10) days following receipt of the letter to attempt to resolve the grievance. Within ten (10) days of the Step Two (2) meeting, SMS will provide a written response to the Union regarding the grievance. Once a grievance is submitted at Step Two (2) SMS agrees that it will not conduct discussions or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the presence of a Union representative. The Parties may, by mutual agreement, eliminate Step Two (2) and advance the grievance to Step Three (3) if it appears such a procedure may facilitate the resolution of the dispute in a more timely fashion.

#### **4.04 Third Step**

If the grievance is not satisfactorily resolved at Step Two (2), it should be referred, in writing, to the HOS or designate within fourteen (14) days of the decision at Step Two (2). The HOS or designate shall meet with the aggrieved party and a Labour Relations Officer and local representative of the Union within fourteen (14) days of receipt of the grievance. The HOS shall submit a written reply within fourteen (14) days of the meeting.

#### **4.05 Procedure**

If the grievance is not settled at Step Three (3), within thirty (30) days following the meeting, either party may refer the matter to arbitration.

#### **4.06 Arbitration Procedures**

- (a) The party submitting the grievance or dispute to arbitration shall do so by notifying the other party of this in writing.
- (b) By agreement of the parties, an arbitration board shall comprise a sole arbitrator.

The name of the arbitrator will be mutually agreed to by both parties.

- (c) The decision of the arbitrator shall be final, binding and enforceable on both parties and on any employee(s) affected by it. The arbitrator shall not make any award contrary to the conditions or Articles of this Agreement, or in amendment to this Agreement.
- (d) Each party will bear fifty percent (50%) of the cost of arbitration meeting facilities and arrangements and of the fees and expenses of the sole arbitrator.

#### **4.07 Procedural Errors and Time Limits**

In the spirit of this Agreement, it is the intent of the parties that grievances shall not be invalidated due to procedural errors, provided such errors have no essential bearing on the substance of the grievance. Failure by the party advancing the grievance to comply with the time limit specified herein shall render the grievance untimely and the grievance shall be deemed abandoned.

#### **4.08 Dismissal or Suspension**

In the case of a dispute arising from an employee's dismissal or suspension, the grievance shall commence at Step Three (3) of the grievance procedure within thirty (30) days of the employee receiving notice of dismissal or notice of suspension.

#### **4.09 General Interpretation Grievance**

Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of the Agreement, the dispute shall be discussed initially between SMS and the Union within thirty (30) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration as set out in this Article.

#### **4.10 Extension of Time Limits**

By mutual agreement of the Parties, time limits referred to in the grievance procedure may be extended or waived at any step of the procedure. Such agreement will not be unreasonably withheld.

## **ARTICLE 5 DISMISSAL, SUSPENSION AND TERMINATION**

### **5.01 Burden of Proof**

SMS shall not discipline, suspend or discharge an employee except for just cause. The burden of proving just cause rests with SMS.



## **5.02 Notice of Disciplinary Meeting / Right of Representation**

- (a) Where SMS intends to conduct a meeting with a staff member relating to discipline, it shall notify the staff member of that intent. The member shall have the right to have their Labour Relations Officer present and shall be told of this right prior to any discipline meeting.

## **5.03 Disciplinary Action**

- (a) In a case where SMS assesses a staff member's performance as unsatisfactory, or alleges misconduct, SMS shall follow a progressive disciplinary model. The progressive disciplinary responses include but are not limited to the following steps:
- i) Written warnings or reprimands;
  - ii) Suspension;
  - iii) Dismissal.
- (b) All disciplinary documents related to written warnings, suspensions or dismissal will be copied to the employee and the Union, and placed on the staff member's personnel record. Staff members are entitled to prepare a written response to any disciplinary documents, and to have the response placed in their personnel record.

## **5.04 Probation Period**

- (a) Every employee shall serve a trial period of employment for SMS to determine the Employee's suitability in the performance of the employee's job. The probationary period shall be six (6) months for support staff, and one school year for tutorial staff.
- (b) SMS and the Union agree that the probationary period shall be utilized by SMS for the purpose of evaluating new employees in order to determine their ability and suitability as employees in their particular position.
- (c) SMS agrees to meet with a probationary employee approximately midway through the probationary period where the employee shall be advised of SMS's assessment of the employee's performance or conduct and shall be provided with a written evaluation.
- (d) SMS will evaluate the employee's work record and general adaptability to the school's working conditions, in writing, prior to the end of the probationary period. Such assessment will state whether employment will be continued, discontinued, or be extended an additional six (6) months.

In the case where SMS determines that it would be in the best interest of the employees and SMS to extend the probationary period, SMS will do so only with the advice and consent of the PEA Labour Relations Officer.

(e) SMS may terminate any probationary employee for cause. The test of cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which the employee has been appointed, provided that the factors involved can reasonably be expected to affect work performance. SMS will give notice of termination to a probationary staff member as follows:

Length of employment:

- 1-3 months provide one (1) week notice
- 4-6 months provide two (2) weeks' notice
- 7-12 months provide three (3) weeks' notice

(f) A rejection during probation shall not be considered a dismissal in accordance with Article 5.03, however, where an employee disagrees with SMS's decision to terminate said employee during the probationary period the Union may grieve the action based on the merits of the language of Article 5.04 e).

#### **5.05 Termination**

Should it be found upon investigation that an employee's suspension or termination be rescinded, the Parties, or the Arbitrator if the matter has been referred to arbitration, shall determine the conditions of settlement, if any.

## **ARTICLE 6 PERSONNEL FILES**

The personnel record of a staff member may not be revealed to anyone, without the staff member's express written consent, with the exception of direct line supervisors, HOS, Human Resources and Payroll staff that have a legitimate need to access such file.

#### **6.01 One File – Access to File**

- (a) SMS agrees that no personal files or documents on employees shall be kept outside of the personnel file, apart from normal payroll record files. Any electronic files shall be securely stored by Human Resources.
- (b) During normal working hours, and in the presence of the Head of School or designate, every employee has the right of access to their own personnel file by appointment, but within one working day of such request.

#### **6.02 Documents on File**

If SMS intends to place a written complaint, performance evaluation, or any documentation

related to performance matters on an employee's personnel file, a copy of this documentation will be forwarded to the employee concerned at the time that the documentation is inserted in the personnel file. The employee will have the right to submit a rebuttal letter to SMS, which will be attached to the documentation in the personnel file. The employee will have up to three (3) months from the date of the initial letter to submit such a letter to be included in the employee's personnel file.

### **6.03 Removal of Documents**

- (a) The personnel file shall contain only valid and relevant material. Provided there is no further documentation of discipline, upon the request of an employee, material critical of the employee or related to the nature of the reprimand shall be removed from the files two years after the filing unless the documentation is related to performance evaluation, a criminal offence, or gross misconduct.
- (b) In the event that an employee requests, in writing, that material be removed from the employee's personnel file and SMS declines such a request, then the request will become part of the personnel file. In the event that SMS does not agree to removal of specified material, the employee may file a grievance.

### **6.04 No Reliance on Undisclosed Record**

In any grievance or arbitration related to a staff member's discipline the parties agree that they will not rely on any record the existence of which has not been disclosed to the other party.

## **ARTICLE 7 PERFORMANCE DEVELOPMENT**

### **7.01 Performance Appraisal**

- (a) The Union agrees that SMS has the responsibility and the right to appraise the performance of employees. Performance appraisals shall be conducted for all employees at least every three (3) years. The parties agree that faculty performance appraisals shall be conducted only by non-bargaining unit members.
- (b) The employee shall sign the appraisal indicating either acceptance of, or disagreement with, the appraisal. If the employee signs indicating disagreement, the employee has the right to amplify the reasons for the disagreement; such amplification shall be attached to, and become part of, the appraisal.

## **7.02 Performance Development System**

The Parties shall meet to create a standardized Performance Development System that will be used in the development of all employees.

## **ARTICLE 8 SENIORITY**

### **8.01 Seniority Defined**

(a) Seniority shall be defined as follows:

“Auxiliary seniority” is the number of hours accrued at straight time rates as an auxiliary employee.

An employee’s auxiliary seniority applies for the purposes of an appointment to an assignment or position pursuant to the terms of Article 9, extra-curricular appointments pursuant to the terms of Article 10.04 (g)(iii), and the scheduling of shifts pursuant to the terms of Article 10.05 Auxiliary Work.

(For transitional purposes, all hours worked as an auxiliary and as a temporary employee will be included in auxiliary seniority.)

“Regular seniority” is the length of continuous service in the employment of SMS . Seniority for part-time employees shall be pro-rated on the basis of the percentage of full-time equivalency (FTE).

- (b) Upon successful completion of a probationary period, the date of hire shall be the commencement of seniority.
- (c) Seniority shall continue to accrue during paid leaves of absence, maternity, adoption, and parental leaves (Article 14.04 Entitlements Upon Return to Work); during unpaid leaves of absence of less than one (1) month in duration and unpaid leaves of absence during a period for which LTD payments or WCB loss of wage payments are received.
- (d) An employee on leave of absence without pay shall not accrue seniority for leave periods over thirty (30) calendar days.
- (e) Seniority shall be lost only in the following situations unless specifically stated otherwise in this agreement: dismissal, voluntary termination of employment, abandonment of position by the employee, or expiry of recall rights per 22.01 (h).
- (f) At the time when an auxiliary employee becomes a regular employee, they will have time worked as an auxiliary employee credited to their regular seniority.

(g) Scheduling of shifts pursuant to Article 10.05 – Auxiliary Work Employees who work in the School's summer orientation programs shall have such work credited to their seniority, however in no case will an employee accrue more than one year's seniority in any 12 month period.

### **8.02 Seniority List**

The employer shall maintain a seniority list showing the seniority accrual for each employee. An up-to-date seniority list as of April 1<sup>st</sup> and October 1<sup>st</sup> shall be posted on the Schools intranet and sent to the Union.

## **ARTICLE 9 POSITION POSTINGS AND ASSIGNMENTS**

### **9.01 Appointments**

All appointments shall be based on an employee's qualifications. The factors used to determine qualifications shall be education, certification, necessary position-related knowledge, experience, skills and abilities. These factors shall be applied consistently within each classification. Where these factors are equal the position shall be awarded to the internal candidate based on seniority.

### **9.02 Assignments**

Tutorial duties are assigned by the Employer to meet operational requirements. Employees may identify their preferences for teaching assignments; however, the Employer retains the right to decide what work is to be done and how it is organized, to reassign teaching assignments during the school year necessitated by enrolment and scheduling conflicts, and to reassign teaching assignments from year to year.

The Head of School or their designate shall give the tutorial staff the opportunity for consultation regarding teacher assignments for the subsequent school year and hold a meeting or meetings for that purpose.

Any unassigned work will be posted as available so that all employees of the work unit will have the opportunity to express interest in the work. Unassigned work does not include any work of already encumbered full time or part time positions.

In meeting operational requirements, the Employer will allocate unassigned work based on qualifications. Where the qualifications of interested applicants are relatively equal, work will be assigned to the senior employee.

Employees who have unsuccessfully applied for assignments will receive an explanation for

the decision upon request.

### **9.03 Reassignment of Employees in Receipt of Layoff Notice**

Consistent with Clause 9.01, the Employer will determine if an employee about to be laid off has the appropriate qualifications to be placed in a vacancy before it is posted. If two or more such employees in receipt of layoff notice have relatively equal qualifications the position will be awarded to the employee having greater seniority.

### **9.04 Position Postings**

- (a) In cases other than those anticipated in 9.03 above, position vacancies where the anticipated term of employment is greater than three (3) months shall be posted internally for a minimum of five (5) working days when school is in session, or ten (10) days during school closure.
- (b) The appearance of advertisements outside of the SMS premises (should the Employer deem outside advertising advisable) shall not be in advance of the internal posting. The notice of position posting shall identify the duties and responsibilities of the position, the qualification requirements, the classification, length of appointment when applicable, salary or wage rate, and work schedule.
- (c) A copy of the posting notice shall be sent to the Union at the time of all bargaining unit posting. The PEA shall be advised of all appointments to non-posted positions that are three (3) months or less prior to the positions being filled.
- (d) Where a position is posted, the Employer will display the posting on the SMS Careers webpage for access by interested internal applicants. Until such time as the SMS Applicant Tracking System has been implemented allowing interested applicants to receive posting notifications, an email will be sent to all staff on the last working day of each week.

### **9.05 Equal Qualifications**

If two or more internal applicants have equal qualifications the position will be awarded to the internal applicant based on seniority. The only exceptions to this practice shall be in situations of a "Duty to Accommodate" placement.

### **9.06 Temporary Vacancies**

- (a) Where an employee is temporarily assigned to a position with a rate of pay equal to or lower than the employee's regular rate of pay, the employee shall maintain their regular rate of pay and shall maintain their anniversary date.

- (b) An employee who is a successful applicant for a position with a lower rate of pay shall be paid the rate for the new position and shall maintain their anniversary date.
- (c) An employee who is assigned to a position temporarily vacant, whether by competition or otherwise shall, at the end of the temporary assignment, be returned to the position and shift previously held. Where the employee is a teacher, they shall return to their previous assignment. Where the assignment no longer exists, they shall return to a comparable position.

### **9.07 Temporary Appointments**

Temporary appointments shall be limited to two (2) years except when the appointment is to replace an employee on disability leave exceeding two years. In any such circumstances, extensions shall be mutually agreed to by the parties.

### **9.08 Restricted Certification**

- (a) Teachers who are hired with Restricted Professional or System, Subject, or School and Subject Restricted Independent School Teaching Certification or on a Letter of Permission issued by the BC Ministry of Education will receive salary in accordance with Schedule A – Level 4.

### **9.09 Driver's License and First Aid Certificates**

- (a) First Aid Certificate

An employee may be required by their position to possess an Emergency Child Care First Aid & CPR Certificate or Standard First Aid CPR C and AED Level C as a condition of their employment.

The cost for re-certification including the cost of the required paid time off work to attain such shall be borne by the Employer for those employees required to hold a valid Emergency Child Care First Aid & CPR Certificate or Standard First Aid CPR C and AED Level C.

The Employer may designate an employee to act as a First Aid Attendant in addition to their normal job responsibilities. The First Aid Attendants are required to hold a valid Occupational First Aid Certificate. The cost for certification and recertification including the cost of the required paid time off work to attain such shall be borne by the Employer. Any employee designated by the Employer to act as a First Aid Attendant shall be paid a stipend in accordance with Schedule B.

(b) Driver's License

An employee may be required by their position to possess a valid Class 4 or Class 2 driver's license as a condition of employment to provide transportation for students.

In such cases, SMS will pay the renewal costs of the Class 4 or Class 2 driver's license (cost of the license, medical (if required), and road test (if required) and for all employees that require them in the scope of their employment with the School.

**9.10 Positions Temporarily Vacant**

(a) The Employer will be responsible to determine the need for replacement staff or other method of reduction of workload.

(b) Where the Employer determines a need for replacement staff, the Employer will be responsible for the call-in of employees in accordance with Clause 10.05 or the hiring of new employees.

**ARTICLE 10 HOURS OF WORK**

**10.01 Support Staff**

(a) Hours of work for a full time employee are 37.5 hours per week. Employees shall be entitled to two (2) consecutive days of rest off unless non-consecutive days are requested and mutually agreed upon.

(b) Employees working greater than five (5) hours in duration are entitled to a meal period of thirty (30) minutes and two (2) fifteen (15) minutes rest breaks, one in the morning and one in the afternoon. The meal period shall be unpaid time but the rest breaks shall be considered part of the work day.

An employee whose daily hours of work are greater than three and one half (3 1/2) hours but less than or equal to five (5) hours shall be permitted to a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period, or at some other mutually agreed time. Rest breaks are considered part of the workday.

An employee whose daily hours of work are less than three and one-half hours (3 1/2) shall be permitted a paid rest period of fifteen (15) consecutive minutes during their shift. Rest breaks shall be considered part of the workday.

(c) Support staff employees may be requested to work overtime beyond the 7.5 hour day, or 37.5 hour week. Employees have the right to decline overtime work.



- i) For any hours worked beyond 7.5 hours in one day, or 37.5 hours in a week, the staff member shall receive 1.5 times the hourly rate to which they were entitled at the time;
  - ii) For any hours worked beyond 11 hours in one day, or 48 hours in a week, the staff member shall receive 2.0 times the hourly rate to which they were entitled at the time;
  - iii) Any overtime earned by an employee shall be paid out, or shall be taken as time off in lieu. If the time off cannot be arranged by mutual consent, any unused credit at fiscal year's end (June 30<sup>th</sup>) shall be paid out.
- (d) All regular support staff, excluding boarding staff will receive paid time off during Christmas break based on their regular work schedule, to begin noon December 24, returning to work January 2, or the first working day after the statutory holiday listed in Article 12.01.

All boarding staff will receive paid time off during Christmas break based on their average bi-weekly regular work schedule, to begin noon December 24, returning to work January 2 or the first working day after the statutory holiday listed in Article 12.01.

- (e) Mid-term break: support staff, will receive one day paid time off to coincide with tutorial staff's mid-term break. In the event staff are unable to be scheduled off work during the mid-term break they shall be entitled to bank such paid time off to be taken at a time that is mutually agreed upon between the Employer and the employee.
- (f) Support Staff may voluntarily undertake extra-curricular work and shall be paid a stipend for that work. If extra-curricular work falls within the employee's regular shift, they will continue to receive their hourly wage and the extra-curricular stipend.

### **10.02 Kitchen and Laundry Scheduling**

- (a) Employees in the kitchen/laundry shall have a schedule established and posted providing hours and days of work at least two weeks in advance.
- (b) In special circumstances, such as unforeseen and unscheduled events, management shall have the right to change shifts upon 48 hours' notice, but agrees to give as much notice as possible.
- (c) All shifts assigned by the Employer shall conform with the following guidelines:
- i) All shifts shall be a minimum of four hours;
  - ii) Employees may request shift schedules and such requests will not be unreasonably denied;
  - iii) In the exercise of its right to schedule shifts in a manner which is consistent with the

best interests of its operation, SMS shall make every reasonable effort to apply the principles of seniority in the assignment of shifts for regular kitchen staff;

- iv) Any reduction in the hours of regular kitchen/laundry staff must be as a result of a reduction in the work required.

(d) Scheduling of Statutory Holidays

- i) Regular kitchen staff shall be offered the opportunity to work available statutory holiday shifts on the basis of their regular seniority, provided they are qualified for the work.
- ii) Regular kitchen staff working statutory holidays shall be paid for time worked as per article 12.01(c).
- iii) Regular kitchen staff working statutory holidays shall be eligible for statutory holiday pay as per article 12.

Scheduling of Shifts After Lay-Off:

- iv) As per Article 22.01 (e), recall of kitchen staff after layoff shall be on the basis of seniority. Senior regular staff will be offered the opportunity for work, provided they are qualified, so that priority is given to scheduling regular staff for 37.5 hours in the pay period.
- v) St. Margaret's will determine the work hours schedule for the first week of recall. After that, employees will resume their normal work schedules.
- vi) The provisions of Article 10 will apply.
- vii) Kitchen staff may decline the provisions in iv) above and elect to be recalled to their normal shift prior to layoff.

**10.03 Support Staff Call Out and Standby**

- (a) Staff members who are called out to work during normal off-duty periods shall be provided overtime pay at the rate of one and one-half times (1.5) their normal hourly rate of pay for all time worked, with a minimum of three (3) hours pay for each callout. For calls during an employee's paid holiday time, or on statutory holidays, the applicable rate shall be two (2) times the employee's normal hourly rate of pay, with a minimum of three (3) hours pay for each callout.
- (b) If a subsequent callout occurs within a three (3) hour period from the beginning of the initial callout, no further callout minimum will be credited, however, the employee will be paid for actual hours worked that may extend beyond the end of the three (3) hour period. All such payment will be at the applicable overtime rate.

- (c) Employees whose job function requires them occasionally to stand by to be called to duty under conditions which restrict normal off-duty activities shall be entitled to have this requirement taken into consideration in establishing their work schedule. If reasonable accommodation cannot be made in this way the employees shall be entitled to five dollars (\$5.00) for each hour on standby. Employees must be formally assigned to duty to qualify and when designated shall be immediately available for duty at a known telephone number.
- (d) This article does not apply to the Boarding Parent. However, there may be occasions where a Boarding Parent may be required to carry out duties/attend to a student during the Night Shift, for which they will be paid at the Day Shift rate in accordance with Schedule A, for a minimum of two (2) hours.

#### **10.04 Tutorial Staff**

- (a) The teachers' work year runs from:

2023-24	August 29, 2023 to June 25, 2024
2024-25	August 27, 2024 to June 24, 2025
2025-26	August 26, 2025 to June 24, 2026
2026-27	September 1, 2026 to June 30, 2027

- (b) Staff hired prior to June 30, 2013 (as per 10.04 (e)(i)):

A full-time teacher's workload is twenty-five (25) hours per week comprised of:

1. seventeen and one-half (17.5) hours curricular time; and
2. four and one-half (4.5) hours preparation time; and
3. three (3) hours extra-curricular activity time.

Staff hired after June 30, 2013:

A full-time teacher's workload is twenty-five (25) hours per week comprised of:

1. twenty and one-half (20.5) hours curricular time; and
2. four and one-half (4.5) hours preparation time.

Weekly collaboration time is built into the curricular time above.

(c) All full-time teachers shall perform curricular duties during the school term, with the following exceptions:

A three (3) week Christmas break

A two (2) week Spring break

A one (1) day mid-term break

(d) Expected Activities

All teachers will participate in expected activities as defined below:

i) Expectations – The following academic and student life activities that are part of the School's tradition are expectations of all teachers:

All School Performance in December

Recognition Ceremonies & Graduation

Meet the Teacher Night

Open House (two per school year)

Parent-teacher Interviews

Student-led Conferences

ii) Duties – The School's duty of care is accountability at common law to protect students from all reasonable foreseeable risks of injury or harm. It is the School's expectation that teachers will perform supervisory duties that ensure all reasonable safety procedures are carried out.

a) Duty assignments will be assigned on the following basis:

o All teachers with a 0.51 up to 1.0 FTE will be assigned the equivalent of up to 30 minutes of duty per week for the duration of the school year.

o Teachers with a 0.50 FTE or less will be assigned the equivalent of half of the above.

b) Once the duty list is completed, teachers may do individual exchanges of duty times with the list being adjusted accordingly and initialed by those switching assignments.

c) Duty assignments will be done in order of seniority.

(e) Curricular and Preparation Workload

Curricular time includes classroom teaching and other activities directly related to teachers delivering SMS curriculum.

- i) Preparation time is for activities that allow the teacher to prepare, deliver, monitor, and evaluate the curriculum. Preparation time will be applied only to curriculum time and will be calculated on a pro-rated basis for part-time tutorial staff and will not exceed 4.5 hours.

Ratios for calculating prep time:

Staff hired after June 30, 2013: 20.5/4.5

Staff hired before June 30, 2013: 17.5/4.5

- ii) Part-time teachers will receive paid preparation time for classroom instruction pro-rated according to their FTE status.
- iii) Curricular and preparation time is time that tutorial staff members are available to the School.
- iv) Subject to the operational requirements of the Employer, curricular time includes the following academic assignments which do not have preparation time applied:

Fine Arts (1.5 hours)

Performance – Art

Performance – Band

Performance – Choral – Senior

Performance – Dance

Performance – Drama

New Family Orientation

The Student Life Coordinator and English Language Learning Coordinator are required to prepare for and participate in the August New Family Orientation and return to work one (1) week prior to the start of the school year.

Instructional Leaders (2.5 hours)

No fewer than 4 Instructional Leaders. Additional Instructional Leaders will be appointed based on operational needs. (see Schedule B)

Coordinators (see Schedule B)

- (f) Teacher On Call (TOC) Coverage

Tutorial staff will be on standby for 2 hours per week and will undertake (on average) 0.5 hours per week of TOC duty. On an annual basis tutorial staff may undertake no more than 20 hours of TOC duty unless a teacher agrees to exceed this amount.

Tutorial staff can choose 3 preferred days in the week to be available and two preferred days that they are not available for required TOC work. Scheduling conflicts will be resolved by seniority.

Tutorial staff shall be paid at the regular TOC rate for TOC work.

In the choice of scheduling for TOC responsibilities, seniority will be respected; specifically those with the most seniority will have first choice as to scheduling. The school retains the right to assign internal TOC work based on qualifications and operational needs.

(g) Extra-Curricular Activities

The School's motto "service with love" embraces both individual pursuits and shared responsibilities. The Employer encourages teachers to participate in the extra-curricular life of the school, thereby educating the whole person and supporting students to develop the full range of their skills, talents and interests.

SMS has a full program of extra-curricular activities which provide students with learning opportunities that are not directly related to the curriculum.

- i) The extra-curricular program will be administered by a Joint Extra-Curricular Committee ("the committee") comprised of two members of the PEA and two from the school.

The overall budget for the stipend would be determined by SMS in consultation with the committee; however, the overall budget level would remain the responsibility of SMS and the committee's responsibility would be to determine the allocation fairly and equitably.

- ii) In March of every odd year the extra-curricular activity assignments will come up for possible redistribution, thus opening up and encouraging new entrants.

- iii) Assignment of extra-curricular work

The Employer is responsible for posting extra-curricular work that is unassigned and will fill the vacancy according to qualifications and seniority.

- iv) Extra-curricular activity vacancies that arise throughout the school year will be posted and expressions of interest sought. Where two or more staff members express interest, and where qualifications are relatively equal, the Employer will assign the senior applicant.

- v) Staff or the Employer may also request a review of an extra-curricular activity at any time. Such request will be reviewed by the committee.
- vi) A list of all extra-curricular activity assignments will be posted in the Spring for review by staff members. Questions regarding placement into extra-curricular activity assignments shall be reviewed by the committee. Unresolved issues between the parties regarding extra-curricular activities shall be referred to a process of expedited arbitration.
- vii) In the event that there are insufficient extra-curricular activities to align with needs and capacity, by agreement, tutorial staff could be assigned Supervision in order to fulfill the requirement.
- viii) Tutorial staff hired prior to June 30, 2013 are permitted to do a maximum of three (3) hours of extra-curricular work per week, or to forego extra-curricular work in favour of curricular assignments, not to exceed 1.00 FTE per staff member.

Tutorial staff hired prior to June 30, 2013 undertaking extra-curricular activities over the three (3) hours per week maximum will be remunerated on the stipend basis.

- ix) New tutorial staff (tutorial staff hired after July 1, 2013) will be required to work 1 extra-curricular activity per year and will be paid a stipend for the extra-curricular work and such requirement will be transparent in the job posting and selection process.

### **10.05 Auxiliary Work**

#### Auxiliary Hours

- (a) Auxiliary hours, including summer work performed under the direction of the Employer, will be offered in the following order:
  - i) to qualified regular employees in the classification in order of seniority;
  - ii) to qualified regular employees in a lower classification in order of seniority;
  - iii) to qualified auxiliary employees in the same classification in order of seniority;
  - iv) to qualified auxiliary employees in a lower classification in order of seniority;

It is agreed the Employer will not be required to offer auxiliary work to employees where such work would result in the payment of overtime.

In all the above cases, where the qualifications of interested applicants are relatively equal, work will be assigned to the senior employee.

- (b) A full list of planned summer jobs within the PEA jurisdiction will be provided to the PEA by June 1 each year. Jobs which are not planned which become operationally necessary will be provided as soon as possible thereafter.

#### **10.06 Boarding Operations**

- (a) Based on the operational needs of the School, the employment period for Boarding Staff employed shall be determined by those dates during the fiscal year when staff must be available for in service / training, or prepare for or provide supervision of boarding students, which includes August Orientation, Outweek and the welcoming or departure of students for Christmas, Spring and Summer Breaks.
- (b) During Outweek, Boarding Staff shall either be available to participate in these Outweek activities as needed, cover the reduced boarding shifts as needed, or take accrued vacation, and/or a leave without pay.
- (c) Work schedules for all Boarding Staff will be set on an annual basis prior to the start of the school year, in alignment with the operational needs of the school. Before doing so, the Employer will consult in good faith with the PEA. Should there need to be a change to the work schedule during the school year, the Employer will give 14 days' notice to the affected employees.
- (d) Boarding Parent Shifts
- i) A Boarding Parent's scheduled shift can contain consecutive Day Shifts and Night Shifts.
  - ii) Day Shifts are defined as when a Boarding Parent is required to work on the floor during the day. The duration of Day Shifts varies depending on the operational needs of the School.
  - iii) Night Shifts are defined as when the Boarding Parent oversees students when they are ordinarily sleeping during the night. The duration of Night Shifts varies depending on the operational needs of the School. Night Shifts are exempt from earning overtime pay.
- (e) Boarding Parents may work up to an eight (8) hour Day Shift in a day and are paid straight time (not eligible for overtime rates).
- (f) Boarding Parents working a Day Shift greater than eight (8) hours in a day, or beyond forty (40) hours in a week, as outlined in the Boarding shifts 10.06 (f), will be paid at overtime rates. The acceptance of such work shall be voluntary.



- i) For any hours worked beyond the eight (8) hours in a Day Shift in one day, or 40 hours in a Day Shift in a week, excluding any Night Shift hours worked, the Boarding Parent shall receive 1.5 times the hourly rate to which they were entitled at the time;
  - ii) For any hours worked beyond twelve (12) hours in a Day Shift in one day, excluding any Night Shift hours worked, the Boarding Parent shall receive 2 times the hourly rate to which they were entitled at the time.
- (g) The School shall ensure that the Boarding Parent has at least six (6) consecutive hours free from work between each scheduled shift. Overtime rates apply to the hours worked on the succeeding shift within the six-hour (6) hour period. This provision does not apply to employees with less than full-time hours who are offered and accept additional temporary hours of work.
- (h) Boarding Parents who are compensated with living accommodations on campus will accrue 1.5 days per month of sick leave based on their average hours worked per day.
- (i) Any sick leave taken will be recorded based on their regular scheduled hours which includes both the paid Day Shift hours and the compensated accommodation Night Shift hours. The live-in Boarding Parent may work up to 0.50 FTE in other PEA bargaining unit work (in a manner that complies with the Collective Agreement), in addition to the regular Boarding Parent duties. Remuneration for such work shall be based on the rate of pay for the work performed, as set out in Schedule A – Wages.
- (j) The live-in Boarding Parent may voluntarily participate in Article 10.04(g) Extra-Curricular Activities.
- (k) The live-in Boarding Parent receives housing in lieu of compensation for working eighty (80) Night Shift hours bi-weekly for twenty-two (22) pay periods.

## **10.07 On-Call Availability**

### **1 - Support Staff**

- (a) This clause applies to on-call support staff employees. An on-call employee is required to be available for contact by the Employer during a two-hour period daily known as the call-in period. The Employer will establish the call-in period for each job classification.
- (b) On-call Support staff are responsible for providing the School with their contact information and schedule of availability.
- (c) An on-call Support Staff may, with the agreement of the Employer and the Union,

establish a period of limited availability. During the period of limited availability, the Employer is not required to offer work to that employee and no record of unavailability will be kept.

(d) Support Staff call-in procedures will follow:

- i) The Employer will call or text employees, at the number provided by the employees, based on classifications in order of seniority, during the call-in period to offer work as available.
- ii) If there is no answer on the call or text the Employer will wait 5 minutes for a response (call or text), or the employee declines the offer of work, the school will then move to the next person on the list.

## **2 - Boarding Staff**

(a) On-call Boarding Parents are responsible for providing the School with their email address and schedule of availability.

(b) Boarding staff call-in procedure will follow:

- i) When an absence is known ahead of time the Boarding Manager (or designate) will email the on-call list with the required shifts. Shifts will be confirmed after 9:00 am the following day, in order of seniority.
- ii) When there is a need for emergency coverage the Boarding Manager (or designate) will email the on-call list with the required shifts. Shifts will be awarded to the first available staff member.

(c) An on-call Boarding Parent may, with the agreement of the Employer and the Union, establish a period of limited availability. During the period of limited availability, the Employer is not required to offer work to that employee and no record of unavailability will be kept.

## **3 - External Teachers on Call (TOC)**

(a) This clause applies to Teachers on-call (TOC) employees. An on-call employee is required to be available for contact by the Employer during a two-hour period daily known as the call-in period. The Employer will establish the call-in period for each job classification.

(b) TOCs are responsible for providing the School with their contact information and schedule of availability.

(c) A-TOC may, with the agreement of the Employer and the Union, establish a period of

limited Availability. During the period of limited availability, the Employer is not required to offer work to that employee and no record of unavailability will be kept.

- (d) Individual teachers may continue to express up to two (2) preferences as to which qualified TOCs should be called to replace them when they are temporarily absent and the Employer will endeavour to accommodate such requests.
- (e) In the event a TOC is already scheduled to work and is immediately available the TOC may be requested to continue working.
- (f) If the preferred TOC is not available, or a TOC is not immediately available as contemplated in (d) above, then the Employer will offer such work in accordance with TOC call-in procedures (g)(i) below.
- (g) TOC call-in procedures:
  - i) The Employer will call or text employees, at the number provided by the employees, based on qualifications followed by ~~in~~ order of seniority, during the call-in period to offer work as available.
  - ii) If there is no answer on the call or text the Employer will wait 5 minutes for a response (call or text), or the employee declines the offer of work, the school will then move to the next person on the list.
- (h) TOCs could be called in for a Class shift, Morning shift, Afternoon shift or Full Day shift.
  - i) Class shift (single class) - fills in for the length of a single class, if the TOC can only work a short period of time.
  - ii) Morning shift - begins 15 minutes prior to the start of class and works up to lunch break.
  - iii) Afternoon shift - begins after the lunch break and works 15 minutes past the end of class for the day.
  - iii) Full day shift - begins 15 minutes prior to the start of class and continues to 15 minutes past the end of class for the day.
- (i) TOCs receive the same breaks as Teaching staff.
- (j) TOCs will be assigned work for the period of their call-in shifts to areas of greatest need.

## **ARTICLE 11 OUTWEEK PROGRAM/STAFF TRAVEL**

### **11.01 Outweek Participation**

- (a) The Parties agree that involvement in Outweek Education Programs is strongly encouraged, but participation is voluntary for all staff members with the exception noted in (d) below.
- (b) Teachers may:
- i) Design and participate in an Outweek activity, to be approved by SMS, or;
  - ii) Participate in another approved Outweek activity of the employee's choice where operationally viable, or;
  - iii) Be assigned to an Outweek activity (other than Strathcona).
- (c) Failing sufficient voluntary staff for any approved Outweek activity which has sufficient enrolment, SMS may assign teachers uncommitted for the week. Such assignments shall be in reverse order of seniority to fulfill operational requirements.
- (d) Notwithstanding the above, an employee may choose to be placed on leave of absence without pay for the period of Outweek.
- (e) Staff participating in Outweek activities will be paid at a full 1.0 FTE for the period of time they are working.

### **11.02 Extended Activities and Excursions (other than Outweek)**

- (a) Any employee who escorts SMS students on an approved school-related activity which requires four (4) nights or more away from home is entitled to one (1) day off with pay and benefits. The day off may be booked at any time, subject to operational requirements.
- (b) Boarding Staff and/or Support Staff who volunteer and who are accepted to accompany students on a School-sanctioned weekend excursion requiring an overnight stay, will be paid:
- For their regular shift if they otherwise would have worked that shift; and
  - A stipend of \$100 for each night of an overnight stay during the trip.

If the regular overnight shift begins or ends on either of the days of the excursion, no stipend will be paid for that overnight stay.

Boarding/School sponsored weekend excursions exclude extended trips such as student exchanges, service trips, and Spring Break trips.

## ARTICLE 12 PAID HOLIDAYS AND VACATIONS

### 12.01 Statutory Holidays

(a) SMS shall grant as paid statutory holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- B.C. Day
- Labour Day
- National Day for Truth & Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day
- and all other such holidays as declared by the Province of British Columbia or Government of Canada.

(b) Eligibility

#### **For staff hired after July 1, 2013:**

To be eligible for statutory holiday pay an employee must:

- i) Have been employed for thirty (30) calendar days before the statutory holiday, and
- ii) Have worked or earned wages on ten (10) of the thirty (30) days immediately before the statutory holiday.

Those employees who are eligible shall be paid an average day's pay.

#### **For staff hired before July 1, 2013:**

Regular employees hired prior to July 1, 2013, shall not have their pay reduced by virtue of holidays specified in this Article. All employees who have been paid one (1) out of the thirty (30) days immediately preceding the statutory holiday shall be eligible for the

appropriate holiday with pay. Those employees who are eligible shall be paid an average day's pay.

An employee who is not eligible for statutory holiday pay is not entitled to be paid an average day's pay. If an ineligible employee works on a statutory holiday they may be paid as if it were a regular workday.

When an employee is given a day off on a statutory holiday, or if it falls on a regular day off, an eligible employee is entitled to be paid an average day's pay.

An average day's pay is calculated by dividing "total wages" earned in the 30 calendar days before the statutory holiday by the number of days worked. Vacations days and paid sick days taken during this period count as days worked.

Subject to Article 12.01 a), Part-time employees shall be entitled to the aforesaid paid holidays on a pro-rated basis. Part-time employees will have the option of being paid or selecting an equivalent amount of paid time off.

- (c) Employees required to work on a statutory holiday shall be paid 1½ times their regular wage for the time worked up to 11 hours each day, and double time for any time worked over 11 hours.
- (d) Boarding Staff who are required to work on a statutory holiday will be provided recognition of the statutory holiday if a Residence Staffs' shift commences on the statutory holiday.

### **12.02 Holiday Falling on a Day of Rest**

Should a paid holiday fall on an employee's scheduled day of rest, the employee shall observe the holiday with pay at a time mutually agreed to between the employee and the employee's immediate supervisor.

### **12.03 Vacation Entitlement**

- (a) Regular support staff shall be entitled to paid vacation time at their regular rate of pay, based on the table below. The increase in days will occur on the Employee's Anniversary Date and will be pro-rated based on their annual FTE.

Years of Service	Days of Vacation
0 – 2	10 days
3– 7	15 days
8 – 12	20 days
13 – 14	21 days
15 – 16	22 days
17 – 18	23 days
19 – 20	24 days
20 +	25 days

- (b) Subject to operational requirements, support staff requests for vacation will not be unreasonably denied. Support staff are encouraged to request vacation to be taken during a period outside the academic year. These employees are required to receive approval prior to commencement of their vacation. Any unused entitlement at June 30<sup>th</sup> may, at the employee's discretion, be paid out or carried over. Total accumulated vacation carry-over may not exceed the equivalent of ten (10) working days.
- (c) All temporary support staff employees shall receive four (4%) of their total wages during the first four (4) calendar years of employment and six (6)% in the fifth year of employment and thereafter.

## **ARTICLE 13 PERSONNEL BENEFITS**

### **13.01 Health Benefits**

It is understood and agreed that it is the responsibility of the employee to become familiar with details of coverage and requirements for eligibility of the benefit plans referred to in this Article and that neither the Union nor SMS has responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement to benefits are met by the employee beyond the obligations specifically stipulated in this Agreement. SMS agrees to provide each employee with a written outline of current benefit provisions, as applicable.

### **13.02 Extended Health & Dental**

- (a) SMS shall contribute 100% of the premiums for the extended health benefit plan for all eligible employees. The extended health care plan shall have an unlimited lifetime limit.
- (b) Extended health benefits will include coverage for eye glass purchases up to \$400 every two years and eye examinations every two years for members and dependents.

**13.03 Dental Plan**

SMS shall contribute 100% of the premiums of the dental plan for all regular full-time employees. Part-time employees working at least twenty (20) hours per week (support staff), or 0.50 FTE (teachers) shall be eligible for the dental plan. Employees may extend the basic coverage to include couples or families by paying 100% of the additional premium costs.

Coverage under the plan shall include: Part A: 80% (unlimited coverage)

**13.04 Group Life Plan**

SMS shall pay 100% of the premiums of the group life plan. All eligible employees must participate in the Plan. Each qualified employee is covered for \$50,000 life insurance. Employees with dependents also have \$5,000 spouse life coverage and \$2500 dependent child life coverage.

**13.05 Short Term Illness and Injury Program (STIIP)**

SMS employees will pay 100% of short term disability premiums effective July 1, 2013. All eligible Employees must participate in the program.

Note: SMS will increase wage rates 130% of current STIIP premiums to compensate for employees paying STIIP premiums and the marginal tax rate.

**13.06 Long Term Disability**

- (a) SMS will maintain the current Long Term Disability Plan and each employee who participates shall pay 100% of the cost of premiums. All eligible employees must participate in the Plan.
- (b) Any employee on Long Term Disability shall be offered the option of returning to their previous position subject to operational requirements if and when they are deemed fit by their physician to perform duties as required by that position.
- (c) If the original position is no longer available the Employer will make every effort to offer the employee an alternative position at the same or lower salary provided that the staff member is qualified and capable of doing the work after a reasonable period of familiarization. Should no suitable work be available at the time of ability to return, the employee shall have recall rights in accordance with Article 9.03.



**13.07 Pension Plan Participation and Contributions (Regular)**

All regular staff members who are eligible under the terms of the Pension Plan will, as a condition of employment, participate in the Combination Pension Plan from the first day of the month following employment.

**ARTICLE 14 MATERNITY, PARENTAL AND ADOPTION LEAVE**

**14.01 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.
- (b) A pregnant employee shall notify SMS in writing of the expected due date. Such notice will be given at least ten (10) weeks prior to the expected due date.
- (c) The period of maternity leave may commence six (6) weeks prior to the expected due date. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

**14.02 Parental Leave**

- (a) Upon written request, an employee who has taken Maternity leave pursuant to Article 14.01 shall be entitled to parental leave of up to sixty-one (61) weeks of extended leave without pay.
- (b) Upon written request an employee who has not taken Maternity leave or an adopting parent, shall be entitled to parental leave of up to sixty-two (62) weeks of extended leave without pay.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - i) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 14.01;
  - ii) In the case of the partner, following the birth of the child and concluding within the two-year period after the birth date of the child. Such leave request must be supported by appropriate documentation.

**14.03 Adoption Leave**

Upon request and with appropriate documentation, an employee is entitled to adoption leave without pay of up to sixty-two (62) weeks following the adoption of a child. The employee is expected to provide SMS with as much notice as possible.

**14.04 Entitlements Upon Return to Work**

- (a) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, adoption or extensions to such leaves, an Employee shall be placed in the employee's former position or in a position of equal rank and pay level.

**14.05 Supplemental Employment Benefit Plan**

Regular employees shall receive Supplemental Employment Benefit Plan ("the Plan") payments under the following terms of agreement.

**(a) Supplemental Employment Benefit Plan**

The objective of the Plan is to supplement Employment Insurance (EI) benefits received by eligible employees who are on approved Maternity Leave and/or Parental Leave pursuant to the Collective Agreement.

All regular employees are covered by the Plan. Temporary and Auxiliary employees are not covered by the Plan.

The supplement is not insurable; therefore, EI premiums are not deducted. All the statutory and contractual deductions will continue.

In order to receive the Supplemental Employment Benefit (SEB), the employee must provide to the School proof of application and eligibility to receive Employment Insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving EI benefits is not eligible for the SEB Plan.

**i) Parental Sharing Benefit**

Where a member is eligible for the Employment Insurance (EI) Parental Sharing Benefit, the duration of the parental leave available under this article is extended by:

- a) Five (5) weeks where the member has elected to receive the standard parental benefit or thirty-five (35) weeks, such that the total parental leave is extended to forty (40) weeks; or
- b) Eight (8) weeks where the member has elected to receive the extended parent benefit of sixty-one (61) weeks, such that the total parental leave is extended to sixty-nine (69) weeks.

**(b) Maternity Leave Supplemental Benefit**

When an employee takes a Maternity Leave pursuant to the Article 14.01, the School shall pay the employee:

- i) 85% of the employee's current salary for the first one (1) week of leave (which is the waiting period for EI maternity benefits) and, where the employee is eligible to receive EI maternity benefits;
- ii) the difference between 85% of the employee's current salary and the amount of EI gross benefits and any other earnings received by the employee for a further fifteen (15) weeks.
- iii) 85% of the employee's current salary for the last week of maternity leave, providing neither partner takes parental leave (which is the last week reduction in the EI benefit waiting period).

The Maternity Leave supplemental benefits under the Plan will not exceed seventeen (17) weeks inclusive of the two (2) week waiting period.

Employees are not entitled to receive Maternity Leave supplemental benefits and sick leave or disability benefits concurrently. An employee may opt to utilize accumulated sick leave credits instead of applying for benefits under this Plan, provided the School is satisfied that the employee is unable to work due to a valid health-related condition.

**(c) Parental/Adoption Leave Supplemental Benefit**

- i) When an employee takes a Standard Parental Leave pursuant to the Article 14.02 or Adoption Leave pursuant to Clause 14.03 the School shall pay the employee:
  - a) 75% of the current salary of the employee for the first week of such leave except where the employee is in receipt of EI benefits for that period, and where the employee is entitled to receive EI parental benefits;

- b) the difference between 75% of the employee's current salary and the amount of EI gross benefits and any other earnings received by the employee, for the period of time the employee is entitled to receive those benefits, up to a maximum of thirty-five (35) weeks.
  - c) 75% of the current salary of the employee for the last week of such leave except where the employee is in receipt of EI benefits for that period, and where the employee is entitled to receive EI parental benefit
  - d) Maximum combined Maternity and Parental Leave SEB Plan entitlement is fifty-two (52) weeks.
- ii) When an employee takes an Extended Parental Leave pursuant to the Article 14.02 or Adoption Leave pursuant to Clause 14.03 the School shall pay the employee:
- a) 75% of the current salary of the employee for the first week of such leave except where the employee is in receipt of EI benefits for that period, and where the employee is entitled to receive EI parental benefits;
  - b) the difference between 75% of the employee's current salary and the amount of EI gross benefits and any other earnings received by the employee, for the period of time the employee is entitled to receive those benefits, spread over 61 weeks.
  - c) 75% of the current salary of the employee for the last week ~~two weeks~~ of such leave except where the employee is in receipt of EI benefits for that period, and where the employee is entitled to receive EI parental benefits;
  - d) Maximum combined Maternity and Extended Parental Leave SEB Plan entitlement is seventy-eight (78) weeks.

## ARTICLE 15 LEAVES OF ABSENCE

### 15.01 Leave Entitlement

- (a) An employee shall be entitled to a total of five (5) days per death without loss of pay or benefits as bereavement leave in the case of death of an immediate family member. An employee shall be entitled up to one (1) day leave without loss of pay to attend funerals.
- (b) An employee may request additional leave without pay to attend to personal

emergencies. Approval shall not unreasonably be withheld. In all cases involving leave, an employee must provide to the employee's immediate supervisor a written notice of the type of leave and its duration before taking the leave, or as soon thereafter as is reasonably possible.

### **15.02 Leave for Court Appearances**

- (a) When summoned to serve on a jury or when attending as a witness in criminal or civil proceedings, an employee shall continue to receive regular pay. The employee shall turn over to SMS any monies received for court appearance, except traveling and meal allowances not reimbursed by SMS. Leave of absence to appear in one's own defense or in appearances created by the employee's private affairs shall be without pay.
- (b) If an employee is required to attend at court during working hours in regard to an action arising out of employment with SMS, the time spent at court shall be at the employee's regular salary.

### **15.03 General Leave**

- (a) SMS may grant a short-term leave of absence of one (1) calendar month or less without pay for purposes other than those specified, to an employee who makes such a request in writing to the employee's immediate supervisor. Approval shall not be unreasonably withheld.
  - i) SMS may grant a longer term of leave of absence of up to one (1) year without pay upon written request. Approval shall not unreasonably be withheld;
  - ii) Leave approved under i) may be extended for up to one additional year for professional development/education purposes upon written request. Approval shall not unreasonably be withheld.
- (b) Unused vacation must be used prior to any application for general leave being granted under Clause 15.03 (a).

### **15.04 General Provisions**

Except in those circumstances where written notice is required prior to a leave being taken, an employee who has taken any leave set out in Article 15 must provide to the employee's immediate supervisor a written notice of the type of leave and its duration upon the employee's return to work.

### **15.05 Compassionate Care Leave**

As a result of and consistent with the Compassionate Care Leave section from the BC Employment Standards Act, employees are entitled to take up to 27 weeks unpaid leave to care for seriously ill family members who are at significant risk of death within 52 weeks. As per the Act, employees accessing this leave will have their benefits continued on the normal cost sharing basis. For information only, employees who are granted such leave may be eligible to apply for Employment Insurance (EI) Compassionate Care benefits.

In the event that present or future legislation enacts provisions with a greater entitlement to the maximum weeks of leave in relation to compassionate care, that legislative provision shall prevail.

### **15.06 Other Leaves**

As a result of and consistent with the B.C. Employment Standards Act, employees are entitled to take unpaid leave as per the Act for leaves respecting critical illness or injury, disappearance of a child, the death of a child, domestic or sexual violence. For information only, employees who are granted such leaves may be eligible to apply for Employment Insurance benefits.

There will be no interruption in the accrual of seniority for regular employees.

## **ARTICLE 16 SICK LEAVE**

### **16.01 Sick Leave**

- (a) Annual sick leave entitlement for regular full-time employees will be 1.5 days per month worked (prorated for part time employees).

New employees will be advanced five (5) paid sick days in the first year of employment (pro-rated for part-time employees). Should the employee leave SMS prior to having earned the advanced sick days, SMS will deduct any sick days used but not yet earned from their final pay.

- (b) Any unused sick leave can be carried forward to the following fiscal year, to a maximum of twenty-four (24) days.
- (c) There is no cash value to unused sick leave credits.
- (d) Employees may use sick leave to care for a family member.

- (e) Any days during which the employee has been absent with full pay for reasons of illness, disability, quarantine, or non-work related accident shall be charged against any sick leave accumulated by the employee.
- (f) Where it is not possible for an employee to schedule necessary medical and dental appointments outside school hours, time for such appointments shall be calculated hourly against any sick leave accumulated by the employee.
- (g) Where an employee is on full-time sick leave, SMS shall accommodate the employee to the point of undue hardship and may grant a return to duty on partial sick leave where the employee produces a certificate from a medical practitioner stating that the employee, while medically unable to work full-time, is capable of working part-time.
- (h) An employee on partial sick leave shall earn sick leave on a prorated basis. Deduction of sick leave shall be on a prorated basis.
- (i) A record of all unused sick leave will be kept by SMS. SMS shall advise each Employee of their accumulated sick leave on each pay statement.

#### **16.02 Doctor's Certificate of Inability to Work**

SMS may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C., or
- (b) the consulting physician to whom the employee is referred by the medical practitioner in a) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - i) where it appears that a pattern of consistent or frequent absence from work is developing;
  - ii) where the employee has been absent for six (6) consecutive scheduled days of work;
  - iii) where at least thirty (30) days have elapsed since the last statement was obtained.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

#### **16.03 Employee to Inform SMS**

The employee shall inform SMS as soon as possible of their inability to report to work because of illness or injury. The employee shall inform SMS of the date of return to duty, in advance of that date, in order that operational requirements can be met.

## ARTICLE 17 MAINTENANCE OF BENEFITS

### 17.01 Maintenance of Benefits

- (a) All staff in positions of anticipated yearly lay-off shall have the option of continuing their monthly premiums for Extended Health and Dental Plan benefits for periods of anticipated layoff. Payment arrangements to pay for the benefit continuation for July and August are to be made by June 15<sup>th</sup> to maintain benefit coverage. Such continuance shall be subject to the benefit carriers' approval.
- (b) During any period of unsalaried leave granted under Articles 15 and 16 for less than half the working days in a month, SMS shall maintain the benefits on the normal cost-sharing basis. Otherwise, staff members shall have the right to maintain any or all of their personnel benefits by assuming the total cost of monthly contributions.
- (c) For leaves taken pursuant to Articles 14.01, 14.02, and 14.03, and when an employee is on weekly indemnity as per article 13.05, provided the employee pays their share of premiums per Article 13 Personnel Benefits, SMS shall maintain coverage for extended health, dental, group life and long term disability, and shall pay SMS's share of these premiums.
- (d) For leaves listed in b) and c) above, payment arrangements to pay for the benefit continuation for the duration of the leave are to be made at least two (2) weeks prior to the commencement of the leave to maintain benefit coverage. Such continuance shall be subject to the benefit carriers' approval.
- (e) Notwithstanding the above paragraph, should an employee be deemed to have resigned, SMS will recover monies pursuant to this clause.

## ARTICLE 18 PROFESSIONAL DEVELOPMENT

### 18.01 Recognition of Regulatory Bodies

SMS recognizes that any staff member required to maintain professional standing with a professional regulatory body must work in a manner consistent with the standards of conduct, codes of ethics and by-laws established by that body.



## **18.02 Professional and Career Development**

- (a) SMS recognizes the need to provide employees with the opportunity for professional and career development. Applications for professional and career development leave will not be unreasonably refused.
- (b) SMS shall provide professional development leave to meet SMS operational requirements and the employee's development needs. Such leave may be initiated by either the employee or SMS.
- (c) SMS shall schedule one day per year for professional and career development for all employees.
- (d) In addition, Tutorial staff (including Educational Assistants) are entitled to participate in the BC province-wide professional development day in the Fall.

## **18.03 Professional Development Expenses**

SMS shall pay registration fees, travel, hotel and meal expenses for employees whose attendance at professional development courses, workshops and meetings is approved. Travel and meal expenses shall be in accordance with the rates established by SMS and reviewed annually.

## **ARTICLE 19 SALARIES**

### **19.01 Salary Schedule**

Employees shall be paid in accordance with Schedule A.

### **19.02 Salary Increment/Anniversary Date**

1. The anniversary day for an employee shall be the date that regular employment commenced.

2. Support Staff

Regular support staff will increment on their anniversary date based on years of service.

Regular support staff salary grid movement:

- a. Year 2 0 – 5 inclusive 100% of salary grid - Step 1
- b. Years 6-10 inclusive 103% of salary grid - Step 2
- c. Years 11 plus 105% of salary grid - Step 3

3. Tutorial Staff

Teachers Salary Grid movement shall be based on accumulated years of approved experience with each advancement resulting upon achievement of 0.90 FTE teaching experience. FTE experience is measured in the same manner as is done to determine seniority FTE.

Each faculty member's teaching experience shall be adjusted on September 1 or January 1 following the month in which applicable experience is achieved.

**19.03 Teacher On Call (TOC) Auxiliary**

TOC auxiliary employees shall move to the Teachers Salary grid placement, or remain at the TOC rate, whichever is greater, on the fourth (4th) consecutive and subsequent consecutive days in an assignment retroactive to the first day of the assignment.

**ARTICLE 20 COPIES OF AGREEMENT**

SMS and the PEA shall jointly provide each employee with an electronic copy of this Agreement within 60 days after parties have ratified the tentative agreement. Electronic copies shall also be made available to the Union.

**ARTICLE 21 JOINT STANDING COMMITTEE**

**21.01 Structure**

- (a) SMS and the Union acknowledge the mutual value of joint discussions on matters of common interest.
- (b) There shall be established a Joint Standing Committee composed of three (3) SMS representatives and three (3) representatives appointed by the Union. SMS and the Union shall alternate in presiding over meetings.

**21.02 Jurisdiction**

- (a) This Committee shall meet at the request of either SMS or the Union. The meeting shall be held at a time and place fixed mutually.
- (b) This Committee shall not have jurisdiction over wages or any matters of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union and SMS and shall not have

the power to bind either the Union or its members or SMS to any decisions or conclusions reached in their discussions.

- (c) This Committee shall have the jurisdiction to make non-binding recommendations to the Union and SMS on the following matters:
  - i) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
  - ii) addressing conditions causing grievances and misunderstanding.

### **21.03 Leave to Attend Committee Meetings**

Employees attending meetings of the Joint Standing Committee shall be granted leave of absence without loss of pay or benefits.

## **ARTICLE 22 LAYOFF, RECALL AND SEVERANCE**

### **22.01 Layoff and Recall**

- (a) In the event of a contemplated reduction of staff, or reduction in hours of work for staff members, SMS shall advise the Union, providing relevant information relating to the circumstances. Where a redundancy has been identified, and before any layoff occurs, SMS shall conduct an appropriate canvass of all bargaining unit members to determine whether layoff can be avoided by use of alternative means, including but not restricted to voluntary placement into vacant positions, resignation with severance pay as provided under Article 22.02, job sharing where approved, or early retirement.
- (b) In the event of layoffs, such layoffs shall be in reverse order of seniority, as determined in Article 8.
- (c) Employees who receive notice of layoff or experience a reduction in the number of hours of work shall, subject only to their having the qualifications to perform available work after a reasonable period of familiarization, be placed in a vacant position at their present classification, or should no such vacancy exist, in the highest lower-classified vacancy. In such cases, their salary shall be red-circled at their previous rate.
- (d) An employee about to be laid off, or to experience a reduction in the number of hours of work, may bump downward or laterally any employee with less seniority provided the employee exercising the right has the qualifications to perform the work of the less senior employee. For the purpose of this Article downward or lateral for support staff shall mean the same or a lower-rated classification. The right to bump shall be exercised within

ten (10) working days of receiving notice.

- (e) If there is a recall after a layoff, employees on layoff shall be entitled to be recalled in the order of seniority, as determined in Article 8, for a period of twelve (12) calendar months following the date of layoff. Laid off employees are responsible for informing SMS, in writing, of where they may be contacted during the layoff period. New employees shall not be hired until those laid off have been given an opportunity of recall.
- (f) SMS agrees to notify support employees who are to be laid off one (1) month prior to the date of layoff, or to provide severance pay in lieu of notice.
- (g) SMS agrees to notify tutorial staff who are to be laid off by May 15 of the preceding school year, if the lay-off is to be effective at the start of the next school year and to give two (2) months' notice in all other circumstances.
- (h) An employee's right to recall is lost if twelve (12) calendar months elapse from the date of layoff and the employee has not been recalled.

## **22.02 Severance**

Upon receiving notice of layoff, an employee may opt to resign and accept severance pay in addition to the amount stated in Article 22.01 as follows:

- (a) After being employed for three (3) consecutive months, an employee is entitled to compensation for length of service if the Employer terminates the employment. The amount of compensation for length of service that an Employer must pay increases with the employee's length of service.
- (b) An Employer may choose to give an employee written working notice of termination instead of compensation for length of service. The Employer may also give a combination of notice and pay.
- (c) The amount of compensation for length of service or written working notice the Employer must give increases with the employee's length of service. The Employer must provide the following amounts of pay or notice:
  - After three consecutive months of employment – one week's pay or one week's written notice;
  - After 12 consecutive months of employment – two weeks' pay or two weeks' written notice;
  - After three consecutive years of employment – three weeks' pay or three weeks' written notice, plus one week's pay or one week's notice for each additional year of employment to a maximum of eight weeks.

In the event of a school closure or partial closure of a major organizational unit, (i.e. Junior, Senior School, Kitchen, Admin) where at least 33% of the employees in the unit are impacted the school will provide 16 weeks written notice, pay in lieu of notice or combination thereof to the Union and to each employee who will be affected. This shall be in addition to any other severance or notice entitlements under the collective agreement.

## **ARTICLE 23 ACTING PAY**

- (a) When a support employee is assigned to perform the full duties and responsibilities of a senior position, the employee shall receive, while so employed, the rate of pay for the senior position.
- (b) When a teacher is assigned to the role of Instructional Leader and/or Coordinator, the teacher will receive the equivalent of the percentage of the Stipend for that period of time.

## **ARTICLE 24 TERMS OF AGREEMENT**

### **24.01 Term**

Except where otherwise stated, the Agreement shall be effective for three (3) years from March 1, 2023, up to and including June 30, 2026, and thereafter until a new agreement is reached.

### **24.02 Notice to Bargain**

- (a) Either party may give notice to the other party not more than one hundred and twenty (120) days and not less than ninety (90) days next preceding the expiry of this Agreement, in writing, requiring the other party to commence collective bargaining with a view to the renewal or revision of the Agreement or the conclusion of a new Agreement.
- (b) Where no notice is given under (a) above by either party, both parties shall be deemed to have been given notice on the ninetieth (90) day prior to the expiry of this Agreement and thereupon collective bargaining shall commence under the terms of the Labour Relations Code.

### **24.03 Change in Agreement**

This Agreement may be varied or modified at any time as agreed to by both parties in writing.

#### **24.04 Legislative Change**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### **ARTICLE 25 ORGANIZATIONAL CHANGE**

The parties agree to adopt the principles of Article 54 of the Labour Relations Code.

### **ARTICLE 26 WORKPLACE SAFETY**

#### **26.01 General**

The Union and SMS share a mutual desire to establish and maintain a safe and secure workplace.

#### **26.02 Compliance with Industrial Health and Safety Regulations**

SMS and the Union agree to make cooperative efforts to comply with all applicable safety legislation and regulations, including those enacted under the Workers' Compensation Act of British Columbia.

#### **26.03 Safety Training and Personal Protective Equipment**

SMS shall provide appropriate training, and personal protective equipment to staff members required to undertake hazardous work.

#### **26.04 Unsafe Working Conditions**

Staff members have the right to refuse unsafe work in accordance with regulations enacted by the Workers' Compensation Board of British Columbia. SMS and the Union will work cooperatively to resolve these situations quickly.

#### **26.05 Workload**

An employee may initiate a discussion with their immediate supervisor to discuss workload. The supervisor shall meet with the employee within seven (7) working days of being notified to discuss potential workload remedial actions. Steps for remedial actions to support the employee(s) may be taken to manage workload, that may include but are not limited to,

additional training, reprioritizing work assignments, reassignment, or redistribution of duties, providing additional resources, and/or posting vacant positions.

### **26.06 Unplanned School Closure**

Should SMS, or any area of SMS, be officially and temporarily closed due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of staff members, except in the circumstances contemplated under Article 2.06, then staff members will continue to receive full wages, rights, and benefits during the unplanned closure. Staff may be assigned to work in other areas or departments that enable them to do work that is in the normal scope of their duties.

- (a) Support staff who are required to work during an unplanned school closure shall receive 1.5 times their regular rate of pay for hours worked.

## **ARTICLE 27 DEFERRED SALARY PLAN**

SMS agrees with the concept of a Deferred Salary Leave Plan. The Parties agree to develop and implement a mutually agreeable Deferred Salary Leave Plan.

## **ARTICLE 28 GAINSHARING**

The following principles will be reflected in the gain sharing proposal:

### Baseline

- A baseline will be set to determine if a gain sharing payment will be made for that academic year
- The baseline will be set at the greater of the enrollment at the end of the prior year or the prior year baseline
- For the 2012/2013 academic year, the baseline will be set at 386 students which is the ending 2011/2012 student enrollment

### Average Tuition

- Average value of an additional student is projected tuition and boarding fee revenue (based on specific fees for each type of student) divided by the total number of projected students

### Payment

- Gain sharing payments will be made as one time payments in June or July
- Gain sharing payments will be made if the total number of students as at June 15th is equal to or exceeds the baseline by 5 or more students
- Gain sharing would be based on bands of 5 students (payments will be made when actual tuition reaches the baseline plus 5, 10, 15, 20 etc., additional students)

### Qualification Criteria

- Staff who have worked any part of a school year are eligible for a gain sharing payout related to that school year
- Payments will be prorated based on FTE
- Auxiliary staff are eligible
- Temporary appointments are excluded if the employee works for less than 3 months and does not retain ongoing employee status (e.g. Auxiliary) at SMS
- While there would be no annual cap as in the current year, the four year cap would be \$180,000 which in theory could all be paid out in the first year but realistically would be paid out over the four year term because of the fluctuations in student enrollment
- The percentage share of the gain sharing total available to PEA members in each year will be 25%
- Employees on leave, aside from general leave, will be eligible for gain sharing



## **SCHEDULE A - WAGES**

### **Tutorial Staff Salary Grids:**

Effective March 1, 2023	4%
Effective July 1, 2023	3%
Effective July 1, 2024	3%
Effective July 1, 2025	2% + 1% CPI*

TOC rates to be adjusted the same as the Tutorial Staff salary grid.

Market adjustments as follows:

Effective July 1, 2023	3%
Effective July 1, 2024	1%

### **Support Staff Salary Grid**

Effective March 1, 2023	4%, and \$0.25 per hour
Effective July 1, 2023	3%
Effective July 1, 2024	3%
Effective July 1, 2025	2% + 1% CPI*

### **\*Consumer Price Index (CPI)**

#### **Tutorial Staff Salary Grid & Support Staff Grid**

On the July 1, 2025 increase, covering July 1, 2025 to June 30, 2026, the pay increase will be a minimum of 2%, plus up to 1% in additional cost of living adjustments if the BC Inflation rate - specifically the annualized average of BC Consumer Price Index (CPI) over twelve months - remains higher than 2% over the twelve months between June and May the year before.

The "annualized average of BC Consumer Price Index CPI over twelve months" means the latest 12-month Average Index % Change reported by BC Stats in June for British Columbia for the twelve months starting at the beginning of June of the preceding year and concluding at the end of the following May.

The "Latest 12-month Average Index % Change", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

## Professional Employees Association and St. Margaret's School

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The Latest 12-month Average Index % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-June will contain the applicable figure for the 12-months concluding at the end of May. The percentage change reported by BC Stats that will form the basis for determining any CPI increase is calculated to one decimal point.

The CPI will be applied as applicable to the wage increases effective the first pay period after July 1, 2025.

If the 2025 annualized average of BC Consumer Price Index CPI over twelve months exceeds the wage increase of 2% increase, then, on the first pay period after July 1, 2025, the July 1, 2025, wage increase will be adjusted upwards to reflect the CPI equal to the difference between the July 1, 2025, wage increase and the June 2025 CPI up to a maximum of 1.00%.

### Tutorial Staff Salary Grids:

March 1, 2023 to June 30, 2023

TOC Rate: \$52.65

Level	Category		
	4	5	6
1	51,454	56,298	62,147
2	53,868	59,031	65,148
3	56,288	61,745	68,110
4	58,704	64,469	71,076
5	61,119	67,144	74,034
6	63,534	69,820	76,997
7	65,924	72,497	79,957
8	68,299	75,176	82,921
9	70,676	77,855	85,882
10	73,048	80,530	88,846
11	75,424	83,208	91,805

July 1, 2023 to June 30, 2024

TOC Rate: \$55.86

Level	Category		
	4	5	6
1	54,588	59,727	65,932
2	57,149	62,626	69,116
3	59,716	65,505	72,258
4	62,279	68,395	75,405
5	64,841	71,233	78,543
6	67,403	74,072	81,686
7	69,939	76,912	84,826
8	72,458	79,754	87,971
9	74,980	82,596	91,112
10	77,497	85,434	94,257
11	80,017	88,275	97,396

**July 1, 2024 to June 30, 2025**

**TOC Rate: \$58.11**

Level	Category		
	4	5	6
1	56,788	62,134	68,589
2	59,452	65,150	71,901
3	62,123	68,145	75,170
4	64,789	71,151	78,444
5	67,454	74,104	81,708
6	70,119	77,057	84,978
7	72,758	80,012	88,244
8	75,378	82,968	91,516
9	78,002	85,925	94,784
10	80,620	88,877	98,056
11	83,242	91,832	101,321

**July 1, 2025 to June 30, 2026 (1% CPI Increase TBD)**

**TOC Rate: \$59.27**

Level	Category		
	4	5	6
1	57,924	63,377	69,961
2	60,641	66,453	73,339
3	63,365	69,508	76,673
4	66,085	72,574	80,013
5	68,803	75,586	83,342
6	71,521	78,598	86,678
7	74,213	81,612	90,009
8	76,886	84,627	93,346
9	79,562	87,644	96,680
10	82,232	90,655	100,017
11	84,907	93,669	103,347

**Support Staff Wages:**

**March 1, 2023 to June 30, 2023**

Classification			
	Step 1	Step 2	Step 3
	100%	103%	105%
<b>Administrative Support Services</b>	<i>1st-5<sup>th</sup></i>	<i>6-10<sup>th</sup></i>	<i>11+</i>
Administrative Assistant	28.91	29.78	29.78
Advancement Assistant	29.62	30.51	30.51
Communications Coordinator	37.63	38.76	38.76
Development Coordinator	41.46	42.70	42.70
Digital Communication & Graphic Design Specialist	41.46	42.70	42.70
Enrollment Assistant	29.62	30.51	30.51
Financial Analyst – Accounts Receivable	30.90	31.83	31.83
Financial Assistant - Accounts Payable	28.78	29.64	29.64
IT Support Specialist	37.62	38.75	38.75
IT Technician	34.15	35.17	35.17
Marketing & Communications Assistant	29.61	30.50	30.50
Network Administrator	37.62	38.75	38.75
Receptionist On-Call	22.47	23.14	23.14
School Information System Coordinator	34.15	35.17	35.17
TOC Coordinator	27.98	28.82	28.82
<b>Educational Support Services</b>			
Athletics Coordinator	32.06	33.02	33.02
Career & Post-Secondary Assistant	27.98	28.82	28.82
Early Childhood Education Assistant ( <i>w/o 2-yr diploma</i> )	25.73	26.50	26.50
Early Childhood Educator - 2 yr. diploma	29.26	30.14	30.14
Educational Assistant	27.47	28.29	28.29
Library Assistant	25.43	26.19	26.19
STEM & Experiential Learning Program Assistant	37.62	38.75	38.75
Teacher's Aide	21.49	22.13	22.13
<b>Facilities Services</b>			
Facilities & Grounds Coordinator	30.08	30.98	30.98
Grounds Keeper	25.65	26.42	26.42
Landscaper	28.90	29.77	29.77
Maintenance Worker	25.65	26.42	26.42
Tradesperson	30.54	31.46	31.46
<b>Ancillary Services</b>			
Bus Driver	28.77	29.63	29.63
Bus Driver/Coordinator	32.06	33.02	33.02
Cook	24.69	25.43	25.43
Food Services Assistant	21.89	22.55	22.55
Laundry Worker	18.09	18.63	18.63
Lead Cook	27.48	28.30	28.30
Store Clerk	25.12	25.87	25.87
<b>Boarding Services</b>			
Boarding Parent – Night	20.02		
Boarding Parent -Day	26.28	27.07	27.07
Residence Activity Leader	19.78	20.37	20.37
Student Programs Coordinator	28.91	29.78	29.78

# Professional Employees Association and St. Margaret's School

July 1, 2023 – June 30, 2024

Classification			
	Step 1	Step 2	Step 3
	100%	103%	105%
<b>Administrative Support Services</b>	<i>1st-5<sup>th</sup></i>	<i>6-10<sup>th</sup></i>	<i>11+</i>
Administrative Assistant	29.78	30.67	31.27
Advancement Assistant	30.51	31.43	32.04
Communications Coordinator	38.76	39.92	40.7
Development Coordinator	42.7	43.98	44.84
Digital Communication & Graphic Design Specialist	42.7	43.98	44.84
Enrollment Assistant	30.51	31.43	32.04
Financial Analyst – Accounts Receivable	31.83	32.78	33.42
Financial Assistant - Accounts Payable	29.64	30.53	31.12
IT Support Specialist	38.75	39.91	40.69
IT Technician	35.17	36.23	36.93
Marketing & Communications Assistant	30.5	31.42	32.03
Network Administrator	38.75	39.91	40.69
Receptionist On-Call	23.14	23.83	24.3
School Information System Coordinator	35.17	36.23	36.93
TOC Coordinator	28.82	29.68	30.26
<b>Educational Support Services</b>			
Athletics Coordinator	33.02	34.01	34.67
Career & Post-Secondary Assistant	28.82	29.68	30.26
Early Childhood Education Assistant ( <i>w/o 2-yr diploma</i> )	26.5	27.3	27.83
Early Childhood Educator - 2 yr. diploma	30.14	31.04	31.65
Educational Assistant	28.29	29.14	29.7
Library Assistant	26.19	26.98	27.5
STEM & Experiential Learning Program Assistant	38.75	39.91	40.69
Teacher's Aide	22.13	22.79	23.24
<b>Facilities Services</b>			
Facilities & Grounds Coordinator	30.98	31.91	32.53
Grounds Keeper	26.42	27.21	27.74
Landscaper	29.77	30.66	31.26
Maintenance Worker	26.42	27.21	27.74
Tradesperson	31.46	32.4	33.03
<b>Ancillary Services</b>			
Bus Driver	29.63	30.52	31.11
Bus Driver/Coordinator	33.02	34.01	34.67
Cook	25.43	26.19	26.7
Food Services Assistant	22.55	23.23	23.68
Laundry Worker	18.63	19.19	19.56
Lead Cook	28.3	29.15	29.72
Store Clerk	25.87	26.65	27.16
<b>Boarding Services</b>			
Boarding Parent – Night	20.62		
Boarding Parent -Day	27.07	27.88	28.42
Residence Activity Leader	20.37	20.98	21.39
Student Programs Coordinator	29.78	30.67	31.27

# Professional Employees Association and St. Margaret's School

July 1, 2024 to June 30, 2025

Classification			
	Step 1	Step 2	Step 3
	100%	103%	105%
<b>Administrative Support Services</b>	<i>1st-5<sup>th</sup></i>	<i>6-10<sup>th</sup></i>	<i>11+</i>
Administrative Assistant	30.67	31.59	32.20
Advancement Assistant	31.43	32.37	33.00
Communications Coordinator	39.92	41.12	41.92
Development Coordinator	43.98	45.30	46.18
Digital Communication & Graphic Design Specialist	43.98	45.30	46.18
Enrollment Assistant	31.43	32.37	33.00
Financial Analyst – Accounts Receivable	32.78	33.76	34.42
Financial Assistant - Accounts Payable	30.53	31.45	32.06
IT Support Specialist	39.91	41.11	41.91
IT Technician	36.23	37.32	38.04
Marketing & Communications Assistant	31.42	32.36	32.99
Network Administrator	39.91	41.11	41.91
Receptionist On-Call	23.83	24.54	25.02
School Information System Coordinator	36.23	37.32	38.04
TOC Coordinator	29.68	30.57	31.16
<b>Educational Support Services</b>			
Athletics Coordinator	34.01	35.03	35.71
Career & Post-Secondary Assistant	29.68	30.57	31.16
Early Childhood Education Assistant ( <i>w/o 2-yr diploma</i> )	27.30	28.12	28.67
Early Childhood Educator - 2 yr. diploma	31.04	31.97	32.59
Educational Assistant	29.14	30.01	30.60
Library Assistant	26.98	27.79	28.33
STEM & Experiential Learning Program Assistant	39.91	41.11	41.91
Teacher's Aide	22.79	23.47	23.93
<b>Facilities Services</b>			
Facilities & Grounds Coordinator	31.91	32.87	33.51
Grounds Keeper	27.21	28.03	28.57
Landscaper	30.66	31.58	32.19
Maintenance Worker	27.21	28.03	28.57
Tradesperson	32.40	33.37	34.02
<b>Ancillary Services</b>			
Bus Driver	30.52	31.44	32.05
Bus Driver/Coordinator	34.01	35.03	35.71
Cook	26.19	26.98	27.50
Food Services Assistant	23.23	23.93	24.39
Laundry Worker	19.19	19.77	20.15
Lead Cook	29.15	30.02	30.61
Store Clerk	26.65	27.45	27.98
<b>Boarding Services</b>			
Boarding Parent – Night	21.24		
Boarding Parent -Day	27.88	28.72	29.27
Residence Activity Leader	20.98	21.61	22.03
Student Programs Coordinator	30.67	31.59	32.20

# Professional Employees Association and St. Margaret's School

**July 1, 2025 to June 30, 2026 (1% CPI Increase TBD)**

Classification			
	Step 1	Step 2	Step 3
	100%	103%	105%
<b>Administrative Support Services</b>	<i>1st-5<sup>th</sup></i>	<i>6-10<sup>th</sup></i>	<i>11+</i>
Administrative Assistant	31.28	32.22	32.84
Advancement Assistant	32.06	33.02	33.66
Communications Coordinator	40.72	41.94	42.76
Development Coordinator	44.86	46.21	47.10
Digital Communication & Graphic Design Specialist	44.86	46.21	47.10
Enrollment Assistant	32.06	33.02	33.66
Financial Analyst – Accounts Receivable	33.44	34.44	35.11
Financial Assistant - Accounts Payable	31.14	32.07	32.70
IT Support Specialist	40.71	41.93	42.75
IT Technician	36.95	38.06	38.80
Marketing & Communications Assistant	32.05	33.01	33.65
Network Administrator	40.71	41.93	42.75
Receptionist On-Call	24.31	25.04	25.53
School Information System Coordinator	36.95	38.06	38.80
TOC Coordinator	30.27	31.18	31.78
<b>Educational Support Services</b>			
Athletics Coordinator	34.69	35.73	36.42
Career & Post-Secondary Assistant	30.27	31.18	31.78
on Assistant ( <i>w/o 2-yr diploma</i> )	27.85	28.69	29.24
Early Childhood Educator - 2 yr. diploma	31.66	32.61	33.24
Educational Assistant	29.72	30.61	31.21
Library Assistant	27.52	28.35	28.90
STEM & Experiential Learning Program Assistant	40.71	41.93	42.75
Teacher's Aide	23.25	23.95	24.41
<b>Facilities Services</b>			
Facilities & Grounds Coordinator	32.55	33.53	34.18
Grounds Keeper	27.75	28.58	29.14
Landscaper	31.27	32.21	32.83
Maintenance Worker	27.75	28.58	29.14
Tradesperson	33.05	34.04	34.70
<b>Ancillary Services</b>			
Bus Driver	31.13	32.06	32.69
Bus Driver/Coordinator	34.69	35.73	36.42
Cook	26.71	27.51	28.05
Food Services Assistant	23.69	24.40	24.87
Laundry Worker	19.57	20.16	20.55
Lead Cook	29.73	30.62	31.22
Store Clerk	27.18	28.00	28.54
<b>Boarding Services</b>			
Boarding Parent – Night	21.66		
Boarding Parent -Day	28.44	29.29	29.86
Residence Activity Leader	21.40	22.04	22.47
Student Programs Coordinator	31.28	32.22	32.84

The parties will discuss classification titles during the term of the Collective Agreement and if no agreement can be reached on amendments, the existing Collective Agreement language will prevail.

## **SCHEDULE B - STIPENDS**

### **a) Instructional Leaders / Coordinators**

The annual Instructional Leader stipend is one thousand one hundred (\$1,100) dollars per year, plus a two and one half (2.5) hours curricular work time. The annual Coordinator stipend is one thousand one hundred (\$1,100) dollars per year.

### **b) First Aid Attendants**

The stipend for qualified First Aid Attendants shall be one hundred (\$100) dollars per month and will be applied to members who work on a ten (10) month or twelve (12) month schedule.

SMS shall provide the course fee for those required to fulfill the role of Attendant.



## APPENDIX A - DEFINITIONS

**"Auxiliary Employee"** shall mean:

- (a) **On-call** employee meaning any employee hired to be available on an on-call basis and report to work when requested by SMS, based on the employee's availability, and
- (b) **Temporary** employee meaning any employee hired to fill a temporary vacancy of greater than three (3) months or a temporary position, which has been posted for a specified period of time. Reference Article 9.04 Position Posting

Auxiliary employees shall have all of the rights and benefits of the collective agreement except as specifically listed in Appendix B.

Nothing in this definition shall preclude terms and conditions in the collective agreement that differentiate between on-call and temporary employees.

Upon completion of a temporary position, the temporary employee shall at their option, revert to "on-call status" for positions for which they have the necessary qualifications.

**"Foundation Years"** refers to Grades ECE through to Grade 4.

**"Full-time equivalent"** (FTE) is a unit that indicates the workload of an employee. An FTE of 1.0 means that the work responsibility is equivalent to that of a full-time employee; while an FTE of 0.5 indicates a work responsibility of 50% of the 1.0 FTE.

**"HOS"** shall mean the Head of School of St. Margaret's School.

**"Immediate Family Member"** – a spouse, a common-law spouse, same sex partner, child, parent, sibling, guardian, grandchild or grandparent of an employee, parent-in-law, brother/sister in law, son/daughter in law, or any family member who ordinarily resides with the employee, or any foster children who are in the care of the employee.

**"Middle Years"** refers to Grades 5 through 8.

**"Part-Time Employee"** shall mean any regular employee who works less than full-time hours when all hours of work, equivalencies and prep time are taken into account.

**"Senior Years"** refers to Grades 9 through 12.

**"Sick leave"** means the period of time that an employee is permitted to be absent from work while ill, disabled or quarantined or because of a non-work related accident except an absence for which compensation is payable under the Workers' Compensation Act.

"SMS" or "School" shall mean St. Margaret's School.

"**Support Staff**" Administrative Support Services, Ancillary services, Educational Support Services, and Boarding Services.

"**Teacher-On-Call**" (TOC) is a teacher employed to replace a teacher who is temporarily absent from their regular assigned duties.

"**Union**" shall mean the Professional Employees Association.

"**Union Officials**" shall mean the elected Chapter Executive Members, Local Representatives and Staff Representatives of the Union, for the purpose of formal relations between the SMS and the Union.

## APPENDIX B - ON-CALL AND TEMPORARY EMPLOYEES

**The following provisions do not apply to on-call employees:**

Article 9.03	Reassignment of Employees in Receipt of Layoff Notice
Article 9.08	Temporary Appointments
Article 9.09	Restricted Certification
Article 10.01(d)	Paid time off for Regular Staff for Christmas and Mid-Year Break
Article 10.01(e)	Paid time off for Regular Staff for Christmas and Mid-Year Break
Article 10.02(a)	Posting of Work Schedule
Article 10.02(b)	Employer's Right to Change Shifts
Article 10.02(c) ii)	Employee Requested Shift Schedules
Article 10.02(c) iii)	Application of Seniority in the Assignment of Shifts
Article 10.02(c) iv)	Reduction in Hours
Article 10.03	Support Staff Call Out and Stand By
Article 10.04	Tutorial Staff
Article 10.07	School Closure
Article 11.02	Extended Activities
Article 12.02	Holiday Falling on a Day of Rest
Article 12.03(a)	
Article 12.03(b)	Vacation Pay
Article 13	Personnel Benefits
Article 14.04	Entitlements Upon Return to Work
Article 14.05	SEB plan
Article 15	Leaves of Absence
Article 16	Sick Leave
Article 17	Maintenance of Benefits
Article 18.02	Professional and Career Development

Article 18.03 Professional Development Expenses

Article 22 Layoff, Recall and Severance

Article 27 Deferred Salary Plan

**The following provisions do not apply to temporary employees:**

Article 9.03 Reassignment of Employees in Receipt of Layoff Notice

Article 9.08 Temporary Appointments

Article 14.05 SEB plan

Article 22 Layoff, Recall and Severance

Article 27 Deferred Salary Plan

## Letter of Agreement – Article 9.09 Restricted Certification

### LETTER OF AGREEMENT

Between

St. Margaret's School

and the

Professional Employees Association

Regarding Interpretation of Language Relating to:

Article 9.09 Restricted Certification:

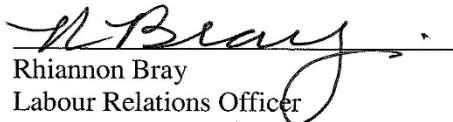
- (a) Teachers who are hired with Restricted Professional or Restricted Independent School Certification or on a Letter of Permission issued by the BC Ministry of Education will receive salary in accordance with Schedule A – Level 4.


The parties recognize that St. Margaret's School values the educational qualifications that individuals bring to their jobs and that a Master's Degree in Education should be recognized appropriately.

With this in mind, any teacher hired with a Restricted Professional or Restricted Independent School Certificate, with a Master's Degree in Education, shall receive salary in accordance with Schedule A - at Level 6 and the appropriate category of experience.

This letter of understanding is made without prejudice to either party and will not be considered a precedent in any other situation.

Agreed the 20<sup>th</sup> day of November, 2013.

  
Rhiannon Bray  
Labour Relations Officer  
Professional Employees Association

  
Cathy Thornicroft  
Head of School  
St. Margaret's School

## Letter of Agreement – Resident Parents

LETTER OF AGREEMENT

between

St. Margaret's School

and the

Professional Employees Association

Re: Resident Parents

The parties recognize that the Resident Parents are integral members of the House Teams at St. Margaret's School, responsible for ensuring students live in a safe and stable environment. Living on campus, they attend to the well-being of our boarding students, supervise the day-to-day House operations, and are also responsible for additional School duties up to 0.5 FTE.

In recognition of their dual role as both Resident Parent and their other school assignment, their participation in the mandatory monthly Residence Staff Meetings is essential in facilitating the day-to-day running of their Houses and ensuring there are effective lines of communication between Residence and the School.

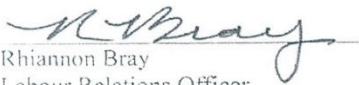
These meetings are held once a month, from 6:30 pm – 9:00 pm, and the School agrees to:

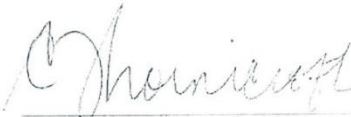
Pay the four (4) Resident Parents to attend these monthly meetings at the Lead Parent Rate \$21.32-\$23.56 per hour, *depending on years of service at SMS*, retroactive to September 2015.

Alternatively, the Resident Parents will have the option of 'banking' this as Time in Lieu to be used at a later date. The time off must be approved in advance and must meet operational requirements.

Furthermore, as per our conversation on Monday October 19<sup>th</sup>, 2015, and in appreciation for the number of meetings required to fully implement the new residence model this year, the School agrees to provide the four (4) Resident Parents one (1) Day in Lieu from their Resident Parent duties (equivalent to 12 hours). This is without prejudice and precedence and will be provided for the 2015-2016 Academic Year only.

Agreed the 21 day of October, 2015.

  
Rhiannon Bray  
Labour Relations Officer  
Professional Employees Association

  
Cathy Thornicroft  
Head of School  
St. Margaret's School

## Letter of Understanding – Transfer from Bargaining Unit to Excluded Positions

Letter of Understanding  
between  
St. Margaret's School  
and  
Professional Employees Association

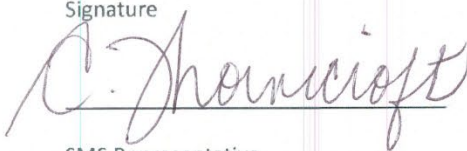
Re: Transfer from Bargaining Unit to Excluded Positions

The parties recognize that St. Margaret's School values creating leadership opportunities for SMS staff from a career path, retention and succession planning perspective that allows internal staff to explore and gain experience within these limited management/leadership positions. In the absence of language addressing transfers from the bargaining unit into excluded management positions, St. Margaret's School and the Professional Employees Association agree to the following arrangement:

1. PEA bargaining unit members moving to an excluded position (for a period not to exceed one (1) year in the excluded position), shall be returned to the employee's former bargaining unit classification and FTE status without loss of seniority or benefits.
2. PEA bargaining unit members will not accrue seniority pursuant to Article 8 - Seniority during the period they are in the excluded position.
3. SMS or the employee shall provide 60 days written notice to the other party should either the newly appointed employee want to return to the employee's former bargaining unit classification and FTE status or SMS determines that the employee shall return to their former bargaining unit classification and FTE status prior to the end of the term.

This letter of understanding is made without prejudice to either party and will not be considered a precedent in any other situation.

Signature



SMS Representative

Date:

July 5/13



PEA Representative

Date:

July 3/13

## Letter of Agreement – Boarding Parent Model

Letter of Agreement  
Between  
Professional Employees Association (PEA)  
And  
St. Margaret's School (SMS)

Re: Boarding Parent Model

**A. Introduction**

1. The parties recognize that St. Margaret's School values the contributions all boarding employees provide in helping the School achieve its objectives and in delivering exceptional service. The School wants to ensure that the boarding staff are treated fairly and equitably.
2. The following terms of agreement will apply for those Union members in Boarding Operations.

**B. Terms**

Boarding Parent titles and roles:

- All Boarding staff will now be referred to as Boarding Parents.
- A Boarding Parent who is required to live on campus in the boarding house receives housing compensation in exchange for working Night Shifts.
- A Boarding Parent who does not live on campus and works Night Shifts will be paid hourly for the Night Shift.
- All Boarding Parents attend all staff/school meetings as required.
- Boarding Parent Auxiliary– A Boarding Parent who works when called in for shifts.

Boarding Parent Shifts

**Boarding Parent Shifts**

A Boarding Parents scheduled shift can contain consecutive Day Shifts and Night Shifts.

**Day Shifts**

- Day Shifts are defined as when a Boarding Parent is required to work on the floor during the day.
- The duration of Day Shifts varies depending on the operational needs of the School.  
Day Shift hours are specified as hours between:
  - Sunday 8:00 am and 11:00 pm
  - Monday through Thursday 7:00 am and 11:00 pm
  - Friday 7:00 am and 12:00 am
  - Saturday 8:00 am and 12:00 am



## Night Shift

- Night Shifts are defined as when the Boarding Parent oversees students when they are ordinarily sleeping during the night.
- Night Shifts are exempt from earning overtime pay.
- The duration of Night Shifts varies depending on the operational needs of the School. Night Shift hours are specified as hours between:
  - Sunday through Thursday 11:00 pm to 7:00 am
  - Friday and Saturday 12:00 am to 8:00 am

## Boarding Wages

- All Boarding Parents working the Day Shift will be paid in accordance with Schedule A.
- Boarding Parents working the Night Shift will either be paid \$19.00 per hour, or the employee is compensated with living accommodations on campus, but not both.
- There may be occasions where a Boarding Parent may be required to carry out duties/attend to a student during the Night Shift, they will be paid at the Day Shift rate in accordance with Schedule A, for a minimum of two (2) hours.
- Boarding Parents may work up to an eight (8) hour Day Shift in a day and are paid straight time (not eligible for overtime rates).
- Boarding Parents working a Day Shift greater than eight (8) hours in a day or beyond forty (40) hours in a week, as outlined under the Boarding Parent Shifts above, will be paid at overtime rates. The acceptance of such work shall be voluntary.
  - For any hours worked beyond the eight (8) hours in a Day Shift in one day, or 40 hours in a Day Shift in a week, excluding any Night Shift hours worked, the Boarding Parent shall receive 1.5 times the hourly rate to which they were entitled at the time;
  - For any hours worked beyond twelve (12) hours in a Day Shift in one day, excluding any Night Shift hours worked, the Boarding Parent shall receive 2 times the hourly rate to which they were entitled at the time.
- The School shall ensure that the Boarding Parent has at least six (6) consecutive hours free from work between each scheduled shift. Overtime rates will apply to the hours worked on the succeeding shift within the six-hour (6) hour period. This provision does not apply to employees with less than full-time hours who are offered and accept additional temporary hours of work.

## Sick Leave

- Boarding Parents who are compensated with living accommodations on campus will accrue 1.5 days per month of sick leave based on their average hours worked per day.
- Any sick leave taken will be recorded based on their regular scheduled hours which includes both the paid Day Shift hours and the compensated accommodation Night Shift hours.

Agreed to changes

- This agreement replaces Article 10.03 (d) with the following working, effective at the start of the 2022/2023 school year.

10.03 Support Staff Call Out and Standby


(d) This article does not apply to the Boarding Parent. However, there may be occasions where a Boarding Parent may be required to carry out duties/attend to a student during the Night Shift, for which they will be paid at the Day Shift rate in accordance with Schedule A, for a minimum of two (2) hours.

- This agreement replaces the Resident Parent Annual Stipend and the Resident Parent Annual Bonus outlined in Schedule A, which will no longer be paid, effective at the start of the 2022/2023 school year.
- This agreement replaces the previous Letter of Agreement dated June 30, 2017, and the Letter of Agreement dated November 25, 2020.
- This agreement nullifies the last paragraph "Residence Parents will be entitled to a flexible start time of 0.5 hours in Article 10.06 Resident Operations. Time earned will be used to voluntarily attend school-related meetings outside hours of work. Unused earned time shall not be paid out." Paragraph is to be removed from the next Collective Agreement.

This agreement is made without prejudice and will not be considered a precedent in any other situation.

Agreed the 11 day of January 2023

  
Sharon Klein  
Head of School  
St. Margaret's School

  
Rhiannon Bray  
Labour Relations Officer  
Professional Employees Association

## Letter of Agreement – Educational Assistant

### LETTER OF AGREEMENT

between

St. Margaret's School

and the

Professional Employees Association

### Re: Educational Assistants – Pay in Lieu of Vacation

#### A. Introduction

The parties recognize that St. Margaret's School values the contribution employees provide in helping the School achieve its objectives and in delivering exceptional service. The School wants to ensure that the Educational Assistant staff are treated fairly and equitably.

The following terms of agreement will apply for those Union members in regular Educational Assistant positions.

#### A. Terms

The School and the regular Educational Assistants would like to change from accruing vacation time to being paid in lieu of vacation. The regular Educational Assistants prefer to be paid in lieu of vacation and apply for Employment Insurance for the periods that are outside the academic year.

Educational Assistants in regular positions will be paid in lieu of vacation, the same as temporary Educational Assistance and in accordance with Article 12.03 (c).

The effective date of this change is December 5, 2022.

Any outstanding accrued vacation balance will be paid out by March 31, 2023.

This agreement is made without prejudice and will not be considered a precedent in any other situation.

Agreed the 14 day of December 2022.



Sharon Klein  
Head of School  
St. Margaret's School



Rhiannon Bray  
Labour Relations Officer  
Professional Employees Association

## Letter of Agreement – STEM & Experiential Learning Program Assistant

### LETTER OF AGREEMENT

between

**St. Margaret's School**

and the

**Professional Employees Association**

### Re: STEM & Experiential Learning Program Assistant – Pay in Lieu of Vacation

#### A. Introduction

The parties recognize that St. Margaret's School values the contribution employees provide in helping the School achieve its objectives and in delivering exceptional service. The School wants to ensure that the STEM & Experiential Learning Program Assistant staff are treated fairly and equitably.

The following terms of agreement will apply for those Union members in regular STEM & Experiential Learning Program Assistant positions.

#### A. Terms

The School and the regular STEM & Experiential Learning Program Assistants would like to change from accruing vacation time to being paid in lieu of vacation. The regular STEM & Experiential Learning Program Assistants prefer to be paid in lieu of vacation and apply for Employment Insurance for the periods that are outside the academic year.

STEM & Experiential Learning Program Assistants in regular positions will be paid in lieu of vacation, the same as temporary Educational Assistance and in accordance with Article 12.03 (c).

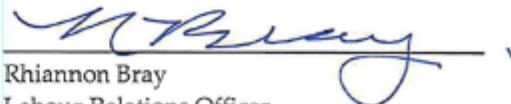
The effective date of this change is January 9, 2023.

This agreement is made without prejudice and will not be considered a precedent in any other situation.

Agreed the 15 day of Feb, 2023.



Sharon Klein  
Head of School  
St. Margaret's School



Rhiannon Bray  
Labour Relations Officer  
Professional Employees Association

## Signature Page

Signed on behalf of PEA:

  
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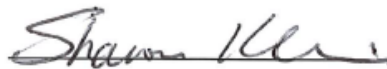
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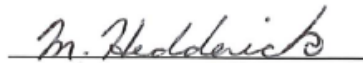
  
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Signed on behalf of SMS:

  
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Dated the 29<sup>TH</sup> day of May, 2023.

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