

## **Memorandum of Agreement**

**between**

**St. Margaret's School**

**and the**

**Professional Employees Association**

1. The parties have agreed in Collective Bargaining and through the process of mediation to amend the terms of the Collective Agreement in the manner set out below.
2. Matters not addressed in this Memorandum of Agreement shall remain as set out in the July 1, 2016 to June 30, 2021 Collective Agreement (extended by Memorandum of Agreement to February 28, 2023).
3. The parties undertake to support the ratification of the terms of this Memorandum of Agreement by their respective principals.

### **Capitalization of Union and Employer**

The Parties agree to capitalize Union and Employer where it appears in the Collective Agreement.

### **Reference to Association**

The Parties agree to delete reference to the Association or PEA and amend it to Union where it appears in the Collective Agreement.

### **Index**

The Employer intends to develop an index for the Collective Agreement to be reviewed, approved, and included in the Collective Agreement.

### **Article 1.02 Gender Neutral**

Gender neutral language is to be used throughout the contract.

Including but not limited to 2.01 (c) (iii), 5.02 (a), 6.01 (b), 8.01 (f), 9.02, 9.07 (a), (b), (c), 11.02, (b), 12.01 (b), 16.01 (j), 16.03, 17.01, 26.05 (a)

### **Article 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.

#### **Article 1.04 Definitions**

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

#### **Article 2.03 Recognition of Rights of Association Representatives**

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

#### **Article 2.07 Membership**

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

#### **Article 2.08 Dues Deductions**

- (a) The Employer will provide the Union with a union dues report by the 15th each month. If the 15th 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.**

#### **Article 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.

#### **Article 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 ~~Staff~~ **Labour Relations** Officer and local representative of the

Association within fourteen (14) days of receipt of the grievance. The HOS shall submit a written reply within fourteen (14) days of the meeting.

#### **Article 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 Parties agree to the following list of arbitrators for adjudication of disputes:-~~

~~Vince Ready  
Joan Gordon  
John Kinzie  
Irene Holden~~

~~In the event that individuals named above are not available, t~~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.

#### **Article 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. ~~In the case of a decision which must be forwarded by mail, the date of posting as indicated by the post mark shall constitute the date of reply for the purpose of this Article, except during a postal strike or immediately prior to an anticipated strike, where personal service is required.~~

#### **Article 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 ~~a local representative of his/her~~their Labour Relations Officer ~~choosing~~ present and shall be told of this right prior to any discipline meeting. ~~A local representative subject to discipline shall have the right to have an Association Representative present in any discipline meeting.~~

#### **Article 5.04 Termination During Probation Period**



## Article 5.06 – On-Call Availability

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## 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 ~~other SMS staff who~~ that have a legitimate need to access such file.

### Article 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.

### Article 7.01 Performance Appraisal

- (a) The Association 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.

### Article 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 (h)(v), 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 ~~as a regular employee. Service as~~ Seniority for part-time employees shall be pro-rated on the basis of the



percentage of full-time equivalency (FTE)., per Article 10 Hours of Work, of the position.

- (b) Upon successful completion of a probationary period, the ~~commencement date~~ of hire with the Employer shall be the commencement of seniority. ~~date for the purpose of determining 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, ~~she/he~~ **they** will have time worked as an auxiliary employee credited to ~~her/his~~ **their** regular seniority.
- (g) Scheduling of shifts pursuant to Article 10.05 – Auxiliary Work Employees who work in the School's ESL-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.

#### **Article 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 School's intranet and sent to the Union.

#### **Article 9.01 – Appointments**

All appointments shall be based on an employee's qualifications. The factors used to determine qualifications shall be education, certification, ~~skills~~, necessary position-related knowledge, and 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.

#### **Article 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 Association at the time of **all bargaining unit** postings. 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.
- (e) ~~(d)~~ Where a position is posted, the Employer will display the posting on the SMS web-site **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.**
- ~~(d) In the case of summer work under the direction of the Employer and within PEA jurisdiction, planned position vacancies shall be posted for five (5) days and by June 1 whenever possible.~~
- ~~(e) All referenced postings shall be posted in Junior Building, Senior Building, the administration area, in residence and the kitchen.~~

#### Article 9.05 – Qualified Applicants

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#### Article 9.06 – Equal Qualifications

~~Subject to Article 9.05, if~~ If two or more internal applicants have equal qualifications the position will be awarded to the internal applicant ~~having~~ **based on** seniority. The only exceptions to this practice shall be in situations of a “Duty to Accommodate” placement.

#### Article 9.08 – 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 ~~may be requested by the Employer. Such consent shall not be unreasonably denied~~ **shall be mutually agreed to by parties.**

#### Article 9.09 Restricted Certification

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.

## Article 9.10 — Residence Staff Requirements

~~Lead Parents and Activity Leaders require a Class 4 driver's license as a condition of employment to provide transportation opportunities for the students.~~

~~All persons employed in Residence, including on-call staff, require Red Cross Standard First Aid CPR-C and AED Level C to provide basic medical provisions for students.~~

~~As a transitional provision, SMS will pay for the costs of upgrading a license from Class 5 to Class 4 and for acquiring the first aid certificates for existing (as of January 1, 2014) permanent residence staff.~~

~~New Residence Staff hired after July 1, 2014 will be responsible for acquiring the Class 4 driver's license and first aid certificates as a condition of their employment.~~

~~SMS will pay for the renewals of the Class 4 driver's license (cost of the license, medical (if required), and road test (if required)) and for recertification of the Standard First Aid certificates for all residence staff who require them.~~

## Article 9.10 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.

Article ~~10.08~~ 9.11 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 10.01 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 (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 (15) consecutive minutes during their shift. Rest breaks shall be considered part of the workday.

- (c) ~~Employees working a full day are entitled to a lunch and dinner period of thirty (30) minutes and two (2) fifteen (15) minute rest breaks, one in the morning and one in the afternoon. The lunch period shall be unpaid time but the rest breaks shall be considered part of the work day.~~
- (c) Support staff employees may be requested to work overtime beyond the 7.5 hour day, or 37.5 hour week. ~~The acceptance of such work shall be voluntary.~~ 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 ~~including residence staff, kitchen staff and laundry 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-year term break: support staff, ~~including kitchen and laundry staff~~, will receive one day paid time off to coincide with tutorial staff's mid-year term break. In the event staff are unable to be scheduled off work during the mid-year 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 concerned.
  - (f) Support Staff may voluntarily undertake extra-curricular work and shall be paid a stipend for that work. If extra-curricular falls within the employee's regular shift they will continue to receive their hourly wage and the extra-curricular stipend.

#### Article 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 payments 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 ~~one dollar and twenty-five cents (\$1.25)~~ 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.



This article does not apply to the Resident **Boarding** Parent. However, in recognition that there may be occasions when the Resident Parent may be required to carry out their duties at a time when they would ordinarily be sleeping, they shall receive a bonus of 10% of their Annual Stipend, to be paid on the last pay period of the school year. The Resident Parent may, however, choose to receive an additional 6 vacation days in lieu of the bonus. This bonus will be pro-rated for employees who do not work an entire school year. **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.**

#### **Article 10.04 Tutorial Staff**

(a) The teachers' work year runs from September 1 until June 30.

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 (h) viii)):**

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) ~~An International English Language (IEL) teacher is defined as a teacher whose majority of teaching assignments is made up of IEL coursework in the Senior School.~~

IEL teachers may be required to participate in the August Orientation program as outlined below:



~~August Orientation positions will be canvassed in the following order:~~

- ~~1. Positions shall be offered on the basis of seniority to IEL teachers (as defined above).~~
- ~~2. Any remaining positions will then be offered, on the basis of seniority, to other teachers who are deemed by SMS to be qualified to teach *English as a Second Language (ESL)*~~
- ~~3. Any remaining positions will then be assigned in reverse order of seniority to IEL teachers (as defined above) who will be required to perform the work in question. Teachers who are required to participate in the August orientation program will be notified by May 15<sup>th</sup> of each year.~~

~~(c) Orientation teachers shall be compensated based on the placement on the Teachers Salary Grid. Teachers who work during Orientation will receive compensation for both their Orientation work and, if the academic year overlaps during Orientation, their academic year FTE allocation.~~

- ~~• August Orientation Teacher~~
- ~~• SMS Orientation Coordinator~~

~~(d) (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 non-instructional day~~
- ~~A one (1) day mid-year term break~~

~~(e) (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:

~~Carol Service~~ All School Performance in December  
~~Closing Ceremonies~~ 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 ~~carried out~~ assigned on the following basis:

- 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.
- Teachers with a 0.50 FTE or less will be assigned the equivalent of half of the above.
- ~~Foundation Years Teachers and Middle Years Teachers will do a maximum of one (1) ½ hour duty per week and one (1) duty sub rotation per year.~~
- ~~Senior Years Teachers will perform Lunch duty, to a maximum of two (2) ½ hour duties per month.~~

~~b) A list of duty assignments will be prepared on the following basis:~~

~~0.6 up to full-time teachers—Full assignment [ ½ hour per week (Foundation and Middle Years) or one (1) hour per month (Senior Years)]~~

~~0.1 up to .59 FTE teachers—Half assignment [ ½ hour per week during one out of three terms (Foundation and Middle Years) or ½ hour per month (Senior Years)]~~

~~(Cross-over teachers' assignment determined by majority of work locations.)~~

e) (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.

~~d. Dance Duty—To continue as presently administered by teachers volunteering for duty, the Employer may assign dance supervision in the event that the required number of supervisors is not filled by volunteers. If necessary, such assignment shall be by reverse order of seniority of those Senior Years Teachers who have not previously signed up for dances.~~

(f) Curricular and Preparation Workload

- 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

iv)

ESL Orientation New Family Orientation

~~August Orientation—44 hours pay for 2 weeks orientation~~

~~August Orientation Coordinator—75 hours pay for 3 weeks 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 1 week prior to the start of the school year.**

Instructional Leaders (2.5 hours)

No fewer than 8 4 Instructional Leaders. **Additional Instructional Leaders will be appointed based on operational needs** (see Schedule B).

~~Tutorial Support (2 hours)~~

~~Res Prep~~

~~SAT/TOEFL~~

~~Tech Support~~

~~Tutor Coordinator/Liaison (1.5 hours)~~

~~Career Fair (1 hour)~~

(g) 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 will ~~may~~ undertake no more than 20 hours of TOC duty unless a teacher agrees to exceed this amount. ~~However tutorial staff already working a 1.0 FTE may not work more than 20 TOC hours per year.~~

~~A teacher's FTE will not be reduced as a result of doing TOC work.~~

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.

(h) Extra-Curricular Activities

- 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 Terms of Reference for the committee will include:

- Encouraging extra-curricular activity suggestions from all employees and students.
- Developing the list of extra-curricular activities and the value of that activity (as the case may be) either in terms of extra-curricular time or stipend amount.
- Proposing the design and levels of the stipend model as well as hourly allocations.
- Be responsible for transition issues such that the impact on any one tutorial staff member would be minimized.
- Upon reasonable notification of a meeting, non-attendance by a member would not delay the work of the committee.
- An easy to use and timely dispute resolution mechanism will be agreed upon in case the committee is unable to resolve an issue.
- Since the list of extra-curricular activities will be dynamic and may change from year to year based on staff and student interest, the list of extra-curricular activities will be the responsibility of the committee.

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) A teacher is 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.
- (iii) ~~ii~~ In ~~April~~ **March** of every odd year the extra-curricular activity assignments will come up for possible redistribution, thus opening up and encouraging new entrants.
- iv. Existing tutorial staff (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.

(v) ~~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.

- (vi) ~~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.

~~(vii)~~ **v)** Staff or the Employer may also request a review of an extra-curricular activity at any time. Such requests will be reviewed by the committee.

~~(viii)~~ **vi)** A list of all extra-curricular activity assignments will be posted ~~at the beginning of the school year~~ **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.

~~(ix)~~ **vii)** In the event that there is **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.

~~(x)~~ **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.

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.

~~Existing tutorial staff (as of May 1, 2013) who currently work more than three (3) hours per week of extra-curricular activity shall be "grand parented" at their current level of extra-curricular hours and paid based on the Teachers Salary Grid. Such grand parenting shall be based on the staff member making a request.~~

## **Article 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.
- ~~(c) Notwithstanding (a) above the parties agree that 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.~~
- ~~(d) Notwithstanding (a) above, in the event a TOC is already scheduled to work and is immediately available the TOC may be requested to continue working.~~
- ~~(e) 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 Article 5.06.~~

#### **Article 10.06 Residence Boarding Operations**

- (a) Based on the operational needs of the School, the employment period for Residence 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, Residence **Boarding** Staff shall either be available to participate in these Outweek activities **as needed**, cover the reduced residence **boarding** shifts as needed, or take **accrued vacation, and/or** a leave without pay.
- (c) Work schedules for all Residence **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**
  - **A Boarding Parent's scheduled shift can contain consecutive Day Shifts and Night 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.**
  - **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.
  - 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.
- (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.

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.
- (i) The Resident **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 Resident **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 Resident **live in Boarding** Parent may voluntarily participate in Article 10.04(h) 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.

~~Residence Parents will be entitled to a flexible start time of 0.5 hours. The time earned will be used to voluntarily attend school related meetings outside hours of work.~~

## Article 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. ~~The employee will provide a telephone number to the School for the purpose of call in.~~

**(b) On-call Support staff are responsible for providing the School with their contact information and schedule of availability.**

(c) An employee **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. ~~The Employer will permit at least seven (7) rings before disconnecting. If an employee does not answer the call, the Employer will wait five (5) minutes for the employee to contact the School.~~

**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. (new)**

## **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 employee **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. ~~The employee will provide a telephone number to the School for the purpose of call in.~~
- (b) TOCs are responsible for providing the School with their contact information and schedule of availability.**
- (c) ~~An employee~~ **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 ~~Article 5.06~~ **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. ~~The Employer will permit at least seven (7) rings before disconnecting. If an employee does not answer the call, the Employer will wait five (5) minutes for the employee to contact the School.~~
  - 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. (new)**
- (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.**
  - iv) **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 11.02 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. ~~Normally for the Sunday—Thursday Outdoor Education Programmes, the day off will be the Friday immediately following. For all other situations—~~ The day off may be booked at any time, subject to operational requirements.
- (b) ~~Residence~~ **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.

~~However, no stipend will be paid if the staff member is paid for their regular shift she/he they otherwise would have worked if that regular overnight shift begins or ends on either of the days of the excursion.~~

**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.**

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

#### **Article 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:

- Have been employed for thirty (30) calendar days before the statutory holiday, and
- 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 ~~he or she~~ **they** may be paid as if it were a regular work day.

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.

~~Should an eligible employee be required to work on a statutory holiday, they will be entitled to be paid consistent with the *Employment Standards Act*.~~

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.

~~This revised language will only apply to staff hired after July 1, 2013.~~

~~Regular employees 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.~~

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 ~~taking cash~~ **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) ~~Residence~~ **Boarding** Staff who are required to work on a statutory holiday will be provided recognition of the statutory holiday if a Residence Staff's shift commences on the statutory holiday.

#### **Article 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 Employees Anniversary Date, and will be pro-rated based on their annual FTE.

Years of Service	Days of Vacation
0 – <del>3</del> <b>2</b>	10 days
4 – <del>7</del> <b>3-7</b>	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

#### **Article 13.02 ~~Medical Insurance~~ Extended Health & Dental**

- ~~(a) The employee employer shall pay 100% of the premiums of the Medical Services Plan (MSP) premiums.~~
- ~~(b)~~ (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.
- ~~(c)~~ (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.

#### **Article 13.03 Dental Plan**

- (a) SMS shall contribute 100% of the premiums of the dental plan for all regular full-time employees.
- (b) Part-time employees working at least twenty (20) hours per week (support staff), or ~~53~~ **0.5** FTE (teachers) shall be eligible for the dental plan.
- (c) 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)



#### **Article 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 dependent life coverage and \$2,500 dependent child life coverage.

#### **Article 13.07 Pension Plan Participation and Contributions (Regular Full-Time)**

All regular full-time 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 13.08 Pension Plan Participation And Contributions (Regular Part-Time)~~**

~~Pension Plan participation and contribution shall be the same as the current plan covering all staff as of June 29, 2001.~~

#### **Article 14.02 Parental Leave**

- ~~(a) Upon written request, an employee shall be entitled to standard parental leave of up to thirty-five (35) consecutive weeks without pay.~~
- ~~(b) Where both parents are employees of SMS, the employees shall determine the appointment of the thirty-five (35) weeks parental leave between them.~~
- (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, a parent 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.

#### **Article 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~~ ~~of up to thirty-five (35) weeks~~ following the adoption of a child. The employee is expected to provide SMS with as much notice as possible.

#### **Article 14.05 Supplemental Employment Benefit (SEB) Plan**

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

##### **(a) SEB 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 ~~two (2) weeks~~ **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 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;
  - 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 ~~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 Standard Parental Leave SEB Plan entitlement is fifty-two (52) weeks.**
- ii) **When an employee takes a 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 15.05 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 ~~8-27~~ weeks unpaid leave to care for seriously ill family members who are at significant risk of death within ~~26~~ 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 maximum weeks of leave in relation to compassionate care, that legislative provision shall prevail.

#### Article 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 16.01 Sick Leave

- (a) Annual sick leave entitlement for regular full-time employees ~~will be one (1) day per month worked (prorated for part-time employees).~~

Effective July 1, 2019, regular full-time employees will earn ~~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 (prorated 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) ~~Employees may be required to provide an acceptable medical certificate in relation to any absence due to illness.~~
- (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 ~~charged~~ calculated hourly against any sick leave accumulated by the employee.
- (g) Where an employee is on full-time sick leave, SMS shall ~~endeavour to~~ 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. ~~proportionately for the portion of time worked. Deduction of sick leave shall be on a prorated basis made proportionately for the time not worked.~~
- (i) A record of all unused sick leave will be kept by SMS. SMS shall advise each Employee of his or her ~~their~~ accumulated sick leave on each pay statement.

#### **Article 17.01 Maintenance of Benefits**

- (a) All staff in positions of anticipated yearly lay-off shall have the option of ~~having~~ continuing their monthly premiums for MSP, Extended Health, and the Dental Plan benefits ~~payments/costs deducted on a pro-rated basis throughout the year to facilitate benefit continuance 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 his/her 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.

~~Should the employee, while on leave, fall three (3) or more months behind in payment of benefit premiums, upon notification SMS may remove the employee from the benefits plan.~~

#### **Article 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. ~~SMS shall schedule the annual professional development day to align with the BC province-wide professional development day in the fall.~~

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

1. The anniversary day for an employee shall be the date that regular employment commenced ~~adjusted to the first day of the nearest pay period.~~
2. Support Staff

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



Regular support staff salary grid movement:

- |    |                                   |                                     |
|----|-----------------------------------|-------------------------------------|
| a. | <u>Initial Year of Employment</u> | <u>95% of salary grid</u>           |
| b. | <u>Year 2 0 – 5 inclusive</u>     | <u>100% of salary grid - Step 1</u> |
| c. | <u>Years 6-10 inclusive</u>       | <u>103% of salary grid - Step 2</u> |
| d. | <u>Years 11 plus</u>              | <u>105% of salary grid - Step 3</u> |

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 the September 1<sup>st</sup> or January 1<sup>st</sup> following the month in which applicable experience is achieved.

Article 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 (4<sup>th</sup>) consecutive and subsequent consecutive days in an assignment retroactive to the first day of the assignment.

Article 22.02 Severance

Upon receiving notice of layoff, ~~a support~~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 ~~and to the PEA~~. 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 ~~required~~ assigned to perform the full duties and responsibilities of a senior position for ~~one (1) day or more~~, the employee shall receive, while so employed, ~~a premium of \$1.25 per hour~~ the rate of pay for the senior position.
- (b) When a teacher ~~fills in for~~ is assigned to the role of the ~~an~~ Instructional Leaders ~~and/or~~ Coordinators ~~for a period of longer than one week~~, the teacher will receive the equivalent of the percentage of the Stipend for that period of time.

### **Article 24.01 Term**

Except where otherwise stated, the Agreement shall be effective for ~~five (5)~~ three (3) years from ~~July 1, 2016~~ March 1, 2023 to and including ~~June 30, 2021~~, June 30, 2026 and thereafter until a new agreement is reached.

### **~~Article 26.05 Pregnant Staff Member~~**

- ~~(a) An employee, upon providing medical evidence of pregnancy, will not be required to undertake work that is hazardous to her pregnancy. Alternative work will be provided if available.~~
- ~~(b) If the employee’s supervisor disputes the hazardous nature of the work, the supervisor shall immediately advise the employee of her rights under WCB Regulation Section 3.12 and provide the employee with a copy of Section 3.12.~~

### **Article 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.

### **Article ~~10.07~~ 26.06 Unplanned School Closure**



- (a) 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.
- (b) 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.

## APPENDIX A – DEFINITIONS

~~“Association” shall mean the Professional Employees Association.~~

“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.

### General

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. ~~in a way that makes workloads comparable across various contexts.~~ 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 is in care of the employee.

“Labour Relations Officer” Staff Officer of the Professional Employees Association.



"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" ~~includes Residence Staff, Kitchen staff and Laundry staff.~~ **Administrative Support Service, 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**

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

## **SCHEDULE A – WAGES**

### **Teachers 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 teachers salary grid.

Market adjustments as follows:

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

### **Support 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

**Memorandum of Agreement**

*The Parties have agreed that the terms and conditions of the 6th Collective Agreement shall remain in full force except for the following:*

- 1. The Term of the Agreement shall be extended for a period of twenty (20) months from June 30, 2021, expiring on February 28, 2023.*
- 2. Wage Rates set out in Schedule A shall be increased by 2% effective July 1, 2020 and a further 2% effective July 1, 2022.*

**Teachers 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>6-10th</i>	<i>11+</i>
Administrative Assistant	28.91	29.78	29.78
<del>Clerical Receptionist - On Call</del>	<del>22.47</del>	<del>23.14</del>	23.14
TOC Coordinator	27.98	28.82	28.82
<del>Receptionist</del>	<del>25.88</del>	26.66	26.66
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
Network Administrator	37.62	38.75	38.75
<del>Student Information System Coordinator</del>	<del>28.90</del>	29.77	29.77
School Information System Coordinator	34.15	35.17	35.17
Admissions Enrollment Assistant	29.62	30.51	30.51
Advancement Assistant	29.62	30.51	30.51
<del>Communications Coordinator</del>	<del>37.63</del>	38.76	38.76
Digital Communication & Graphic Design Specialist	41.46	42.70	42.70
Development Coordinator	41.46	42.70	42.70
Marketing & Communications Assistant	29.61	30.50	30.50
<del>External Programs Coordinator</del>	<del>28.91</del>	29.78	29.78
<b>Educational Support Services</b>			
Educational Assistant	27.47	28.29	28.29
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
<del>Early Childhood Education Coordinator</del>	<del>30.95</del>	31.88	31.88
Library Assistant	25.43	26.19	26.19
<del>Science Lab Assistant</del>	<del>17.32</del>	17.84	17.84
STEM & Experiential Learning Program Assistant	37.62	38.75	38.75
Career & Post-Secondary Assistant	27.98	28.82	28.82
Athletics Coordinator	32.06	33.02	33.02
Teacher's Aide	21.49	22.13	22.13
<b>Facilities Services</b>			
Grounds Keeper	25.65	26.42	26.42
Landscaper	28.90	29.77	29.77
Maintenance Facilities & Grounds Coordinator	30.08	30.98	30.98
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
Lead Cook	27.48	28.30	28.30
Cook	24.69	25.43	25.43
Kitchen-Float Food Services Assistant	21.89	22.55	22.55
<del>Kitchen Helper</del>	<del>18.09</del>	18.63	18.63
Laundry Worker	18.09	18.63	18.63
Store Clerk	25.12	25.87	25.87
<b>Boarding Residence Services</b>			
Resident Parent – Annual Stipend	16561.22	17058.06	17058.06
Resident Parent – Annual Bonus	1655.94	1705.62	1705.62
Residence Lead Parent – Weekday	26.28	27.07	27.07
Residence Lead Parent – Weekend	26.28	27.07	27.07
Residence Float	26.28	27.07	27.07
Residence-Relief Boarding Parent -Day	26.28	27.07	27.07
Boarding Parent – Night	20.02	20.62	20.62
Residence Activity Coordinator	26.28	27.07	27.07
Student Programs Coordinator	28.91	29.78	29.78
Residence Activity Leader	19.78	20.37	20.37

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
<del>Receptionist - On Call</del>	<del>23.14</del>	<del>23.83</del>	<del>24.3</del>
TOC Coordinator	28.82	29.68	30.26
<del>Receptionist</del>	<del>26.66</del>	<del>27.46</del>	<del>27.99</del>
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
Network Administrator	38.75	39.91	40.69
<del>Student Information System Coordinator</del>	<del>29.77</del>	<del>30.66</del>	<del>31.26</del>
School Information System Coordinator	35.17	36.23	36.93
Enrollment Assistant	30.51	31.43	32.04
Advancement Assistant	30.51	31.43	32.04
<del>Communications Coordinator</del>	<del>38.76</del>	<del>39.92</del>	<del>40.7</del>
Digital Communication & Graphic Design Specialist	42.7	43.98	44.84
Development Coordinator	42.7	43.98	44.84
Marketing & Communications Assistant	30.5	31.42	32.03
<del>External Programs Coordinator</del>	<del>29.78</del>	<del>30.67</del>	<del>31.27</del>
<b>Educational Support Services</b>			
Educational Assistant	28.29	29.14	29.7
Child 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
<del>Early Childhood Education Coordinator</del>	<del>31.88</del>	<del>32.84</del>	<del>33.47</del>
Library Assistant	26.19	26.98	27.5
<del>Science Lab Assistant</del>	<del>17.84</del>	<del>18.38</del>	<del>18.73</del>
STEM & Experiential Learning Program Assistant	38.75	39.91	40.69
Career & Post-Secondary Assistant	28.82	29.68	30.26
Athletics Coordinator	33.02	34.01	34.67
Teacher's Aide	22.13	22.79	23.24
<b>Facilities Services</b>			
Grounds Keeper	26.42	27.21	27.74
Landscaper	29.77	30.66	31.26
Facilities & Grounds Coordinator	30.98	31.91	32.53
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
Lead Cook	28.3	29.15	29.72
Cook	25.43	26.19	26.7
Food Services Assistant	22.55	23.23	23.68
<del>Kitchen Helper</del>	<del>18.63</del>	<del>19.19</del>	<del>19.56</del>
Laundry Worker	18.63	19.19	19.56
Store Clerk	25.87	26.65	27.16
<b>Residence Services</b>			
Resident Parent – Annual Stipend	17058.06	17569.8	17910.96
Resident Parent – Annual Bonus	1705.62	1756.79	1790.9
Residence Lead Parent – Weekday	27.07	27.88	28.42
Residence Lead Parent – Weekend	27.07	27.88	28.42
Residence Float	27.07	27.88	28.42
Chief Boarding Parent -Day	27.07	27.88	28.42
Boarding Parent – Night	20.62	21.24	21.65
<del>Residence Activity Coordinator</del>	<del>27.07</del>	<del>27.88</del>	<del>28.42</del>
Student Programs Coordinator	29.78	30.67	31.27
Residence Activity Leader	20.37	20.98	21.39



July 1, 2024 to June 30, 2025

Classification	Step 1	Step 2	Step 3
	100%	103%	105%
<b>Administrative Support Services</b>	<b>1st-5<sup>th</sup></b>	<b>6-10<sup>th</sup></b>	<b>11+</b>
Administrative Assistant	30.67	31.59	32.20
<del>Clerical Receptionist – On Call</del>	<del>23.83</del>	<del>24.54</del>	<del>25.02</del>
TOC Coordinator	29.68	30.57	31.16
<del>Receptionist</del>	<del>27.46</del>	<del>28.28</del>	<del>28.83</del>
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
Network Administrator	39.91	41.11	41.91
<del>Student Information System Coordinator</del>	<del>30.66</del>	<del>31.58</del>	<del>32.19</del>
School Information System Coordinator	36.23	37.32	38.04
Admissions Enrollment Assistant	31.43	32.37	33.00
Advancement Assistant	31.43	32.37	33.00
<del>Communications Coordinator</del>	<del>39.92</del>	<del>41.12</del>	<del>41.92</del>
Digital Communication & Graphic Design Specialist	43.98	45.30	46.18
Development Coordinator	43.98	45.30	46.18
Marketing & Communications Assistant	31.42	32.36	32.99
<del>External Programs Coordinator</del>	<del>30.67</del>	<del>31.59</del>	<del>32.20</del>
<b>Educational Support Services</b>			
Educational Assistant	29.14	30.01	30.60
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
<del>Early Childhood Education Coordinator</del>	<del>32.84</del>	<del>33.83</del>	<del>34.48</del>
Library Assistant	26.98	27.79	28.33
<del>Science Lab Assistant</del>	<del>18.38</del>	<del>18.93</del>	<del>19.30</del>
STEM & Experiential Learning Program Assistant	39.91	41.11	41.91
Career & Post-Secondary Assistant	29.68	30.57	31.16
Athletics Coordinator	34.01	35.03	35.71
Teacher's Aide	22.79	23.47	23.93
<b>Facilities Services</b>			
Grounds Keeper	27.21	28.03	28.57
Landscaper	30.66	31.58	32.19
<del>Maintenance Facilities &amp; Grounds Coordinator</del>	<del>31.91</del>	<del>32.87</del>	<del>33.51</del>
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
Lead Cook	29.15	30.02	30.61
Cook	26.19	26.98	27.50
<del>Kitchen Float Food Services Assistant</del>	<del>23.23</del>	<del>23.93</del>	<del>24.39</del>
<del>Kitchen Helper</del>	<del>19.19</del>	<del>19.77</del>	<del>20.15</del>
Laundry Worker	19.19	19.77	20.15
Store Clerk	26.65	27.45	27.98
<b>Boarding Residence Services</b>			
Resident Parent – Annual Stipend	17569.80	18096.89	18448.29
Resident Parent – Annual Bonus	1756.79	1809.49	1844.63
Residence Lead Parent – Weekday	27.88	28.72	29.27
Residence Lead Parent – Weekend	27.88	28.72	29.27
Residence Float	27.88	28.72	29.27
Residence Relief Boarding Parent -Day	27.88	28.72	29.27
Boarding Parent – Night	21.24	21.88	22.30
Residence Activity Coordinator	27.88	28.72	29.27
Student Programs Coordinator	30.67	31.59	32.20
Residence Activity Leader	20.98	21.61	22.03

July 1, 2025 to June 30, 2026

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
<del>Clerical Receptionist - On Call</del>	<del>24.31</del>	<del>25.04</del>	<del>25.53</del>
TOC Coordinator	30.27	31.18	31.78
Receptionist	28.01	28.85	29.41
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
Network Administrator	40.71	41.93	42.75
<del>Student Information System Coordinator</del>	<del>31.27</del>	<del>32.21</del>	<del>32.83</del>
School Information System Coordinator	36.95	38.06	38.80
<del>Admissions Enrollment Assistant</del>	<del>32.06</del>	<del>33.02</del>	<del>33.66</del>
Advancement Assistant	32.06	33.02	33.66
<del>Communications Coordinator</del>	<del>40.72</del>	<del>41.94</del>	<del>42.76</del>
Digital Communication & Graphic Design Specialist	44.86	46.21	47.10
Development Coordinator	44.86	46.21	47.10
Marketing & Communications Assistant	32.05	33.01	33.65
<del>External Programs Coordinator</del>	<del>31.28</del>	<del>32.22</del>	<del>32.84</del>
<b>Educational Support Services</b>			
Educational Assistant	29.72	30.61	31.21
Early Childhood Education 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
<del>Early Childhood Education Coordinator</del>	<del>33.50</del>	<del>34.51</del>	<del>35.18</del>
Library Assistant	27.52	28.35	28.90
<del>Science Lab Assistant</del>	<del>18.75</del>	<del>19.31</del>	<del>19.69</del>
STEM & Experiential Learning Program Assistant	40.71	41.93	42.75
Career & Post-Secondary Assistant	30.27	31.18	31.78
Athletics Coordinator	34.69	35.73	36.42
Teacher's Aide	23.25	23.95	24.41
<b>Facilities Services</b>			
Grounds Keeper	27.75	28.58	29.14
Landscaper	31.27	32.21	32.83
Maintenance Facilities & Grounds Coordinator	32.55	33.53	34.18
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
Lead Cook	29.73	30.62	31.22
Cook	26.71	27.51	28.05
<del>Kitchen Float Food Services Assistant</del>	<del>23.69</del>	<del>24.40</del>	<del>24.87</del>
<del>Kitchen Helper</del>	<del>19.57</del>	<del>20.16</del>	<del>20.55</del>
Laundry Worker	19.57	20.16	20.55
Store Clerk	27.18	28.00	28.54
<b>Boarding Residence Services</b>			
<del>Resident Parent – Annual Stipend</del>	<del>17921.20</del>	<del>18458.84</del>	<del>18817.26</del>
<del>Resident Parent – Annual Bonus</del>	<del>1791.93</del>	<del>1845.69</del>	<del>1881.53</del>
<del>Residence Lead Parent – Weekday</del>	<del>28.44</del>	<del>29.29</del>	<del>29.86</del>
<del>Residence Lead Parent – Weekend</del>	<del>28.44</del>	<del>29.29</del>	<del>29.86</del>
<del>Residence Float</del>	<del>28.44</del>	<del>29.29</del>	<del>29.86</del>
Residence Relief Boarding Parent -Day	28.44	29.29	29.86
Boarding Parent – Night	21.66	22.31	22.74
<del>Residence Activity Coordinator</del>	<del>28.44</del>	<del>29.29</del>	<del>29.86</del>
Student Programs Coordinator	31.28	32.22	32.84
Residence Activity Leader	21.40	22.04	22.47



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.

## **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 the September 1<sup>st</sup> or January 1<sup>st</sup> following the month in which applicable experience is achieved.~~

~~The Employer's policy of moving auxiliary employees to grid placement on the fourth (4<sup>th</sup>) consecutive and subsequent consecutive days in an assignment shall apply retroactive to the first day of the assignment.~~

## **Support Staff Wages**

~~Experience, Recognition and Long Service Incentive:~~

- ~~a. Initial Year of Employment 95% of salary grid~~
- ~~a. Year 2 - 5 inclusive 100% of salary grid~~
- ~~a. Years 6 - 10 inclusive 103% of salary grid~~
- ~~a. Years 11 plus 105% of salary grid~~

~~The initial year of employment would not impact any staff member hired prior to July 1, 2013 and (c) and (d) would apply to existing employees as of July 1, 2013.~~

~~Support Staff experience at SMS is calculated on the basis of a full time equivalency calculation (e.g. 1.0 FTE). Each support staff member's experience shall be adjusted on September 1<sup>st</sup> or January 1<sup>st</sup> following the month in which applicable experience is achieved.~~

## **~~SCHEDULE C - EXTRA-CURRICULAR ACTIVITIES~~**

~~Student Support, Sr. School (2 hours per week) Student Council - Senior~~

~~Junior/Senior Sports (approx.: Grades 9-12) (1.5 hours per week)~~

~~Badminton Basketball - Junior Basketball - Senior Cross Country - Grade 9-12 + any 6-8 Field Hockey - Senior Field Hockey - Junior Rowing Soccer - Senior Soccer - Junior Swimming - Senior/Junior Track - Senior/Junior Volleyball - Senior Volleyball - Junior~~

~~Elementary/Middle Sports (approx. Grades 3-8) (1 hour per week)~~

~~Basketball - Grades 6/7 Basketball - Grade 7/8 Cross Country - Grades 6/7/8 Cross Country - Grades 3/4/5 Field Hockey - Grades 6/7/8 Soccer - Grades 4/5 Soccer - Grades 6/7 Swimming - Grade 3-6 Track - Grades 6/7/8 Track - Grades 3/4/5 Volleyball - Grades 6/7~~



~~Coordinators (1 hour per week)~~

~~Graduation Homestay Coordinator Outweek Coordinator Travel Coordinator—Senior~~

~~Teacher Sponsors (1 hour per week)~~

~~LCR in LRC~~

~~Sports Team Sponsor Student Council—Junior~~

~~Clubs (0.5 hours per week)~~

~~Choral Club—Grade 4/6 Commonwealth Debate Conversation Club Debating Club Duke of Edinburgh~~

~~Club Environmental Club—Senior Environmental Club—Junior Fitness Club Outdoor Club~~

~~Intramurals—Senior Intramurals—Junior Japanese Club—Junior Chinese Cultural Assistance Japanese~~

~~Cultural Assistance Robotics—Junior Rock Band Club Strings Club Vocal Jazz Club~~

~~Miscellaneous (0.5 hours per week) Assistant Coach, Track & Field—Grades 3/4/5 Assistant Coach,~~

~~Cross Country—Grades 3/4/5 Junior School Drama Production Coordinator Jr. School Yearbook Liaison~~

~~Language Lab~~

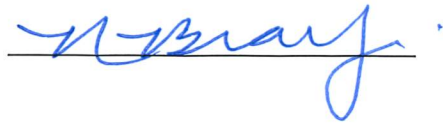
### **Letters of Agreement**

- Letter of Agreement – Article 9.09 Restricted Certification
  - November 20, 2013 - In the CA
  - Renew
- Letter of Understanding – Transfer from Bargaining Unit to Excluded Positions
  - July 3, 2013 – In the CA
  - Renew
- Letter of Understanding – Article 16.01 Sick Leave
  - December 15, 2016
  - Delete
- Letter of Agreement – Boarding Parent Model
  - Jan 11, 2023
  - Renew
- Letter of Agreement – Resident Lead Parents
  - Jun 30, 2017
  - Delete
- Letter of Agreement – Resident Parents
  - October 21, 2015 – In the CA
  - Renew

- Letter of Agreement – Boarding Overnight Shifts
  - Nov 25, 2020
  - Delete
- Letter of Agreement – Educational Assistants
  - December 14, 2022
  - Renew
- Letter of Agreement – STEM & Experiential Learning Program Assistant
  - February 15, 2023
  - Renew
- Letter of Agreement – Layoff Notice to Tutorial Staff
  - Apr 15, 2020
  - Delete
- Letter of Agreement – 2020/2021 Wage Increases
  - June 30, 2020
  - Delete
- Letter of Agreement – Wages increases
  - Financial Analyst – Dec 10, 2021
  - Food & Transportation – Dec 10, 2021
  - JK and Nature School – Dec 10, 2021
  - Bus Driver – July 7, 2021
  - Delete – included in revised Schedule A
- MOA – Collective Agreement Extensions
  - April 1, 2021
  - Extending CA – from July 1, 2021 to Feb 28, 2023
  - Delete - changes to Salary Scales effective July 1/21 and July 1/22

Signature Page

Signed on behalf of PEA:



Beverly A. Watsofield





Signed on behalf of SMS:



Shawn Kline

M. Heddard



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