

8th COLLECTIVE AGREEMENT

between

ST. MARGARET'S SCHOOL

and the

PROFESSIONAL EMPLOYEES ASSOCIATION



BC's Union for Professionals

Effective July 1, 2026 to June 30, 2031

SMS/PEA LAND ACKNOWLEDGMENT

Parties acknowledge with gratitude that St. Margaret's School and the Professional Employees Association Office are located on the unceded traditional territories of the Lekwungen speaking peoples, Esquimalt, Songhees, and WSÁNEĆ Nations. We recognize the deep and enduring relationship these Nations have with this land - relationships that continue to this day. We are thankful for the opportunity to live, learn and grow on these lands and we remain committed to fostering respectful and meaningful relationships with the Indigenous communities who have stewarded this region for generations. Table of Contents

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ARTICLE 1 INTRODUCTION

1.01 Use of Singular

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

1.02 Gender Neutral

Gender neutral language is to be used throughout the contract.

1.03 Discrimination and Harassment

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

1.04 Definitions

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

ARTICLE 2 UNION RECOGNITION, RIGHTS & SECURITY

2.01 Bargaining Unit

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

(a) Bargaining Agent

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

(b) No Other Agreement

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

- i) **Work Parties:** To a normal maximum of twelve (12) times per year, and subject to variances based on agreement between the Parties, volunteer work parties of parents or others may engage in special projects or tasks on campus, carrying out work not normally performed by SMS Union staff.
- ii) **Summer Students:** A maximum of eight (8) SMS students may be hired to work during the summer holidays to perform a variety of tasks under the direction of Union staff members. These students will not be members of the bargaining unit, however, if Employees other than SMS students are hired for summer work, they shall become members of the bargaining unit.
- iii) **Administration Teaching:** Administrators may teach up to one full course annually provided such activity does not result in a reduction of work for any regular

Employee. They may act as teachers on call (TOCs) in case of emergency for no more than one day in any week when a TOC is available. If no TOC is available, the period of acting as a TOC will be extended while the emergency exists.

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

(c) Kitchen and Laundry Work

- i) Neither students nor summer program attendees shall perform kitchen work with the exception of assisting during international dinners or special events, as has occurred in the past. In cases where students assist with international dinners, there shall be no reduction in PEA members’ hours, nor will PEA members be responsible for the supervision of students.
- ii) Neither students nor summer program attendees shall do housekeeping laundry or other work which would reduce the current work schedule of PEA laundry staff.
- iii) The excluded kitchen manager may assist kitchen staff as part of their regular duties. Except in unusual circumstances, the manager may not assume the normal duties of PEA members which would result in the reduction of a member’s hours.
- iv) St. Margaret’s School shall not expand current outsourcing practices without mutual agreement between the parties.

2.02 Bulletin Boards

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

2.03 Recognition of Rights of Union Representatives

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

2.04 Time off for Union Business

- (a) Subject to operational requirements, SMS agrees to grant leave of absence with pay to Employees who are representatives of the Union on the Union Bargaining Committee required to attend negotiation meetings with SMS held during normal working hours. Times for such meetings will be mutually agreed to by the Union and SMS. The maximum number of these representatives shall be five (5). To facilitate the

administration of this Article, when leave is granted the leave shall be without loss of salary and benefits, and the Union shall reimburse SMS for substitution costs for all employees who are attending negotiation meetings.

- (b) SMS recognizes that occasions may arise when a designated representative on the aforesaid Bargaining Committee is unable to attend negotiations, and SMS agrees to grant leave of absence with pay to an alternative representative on such occasions when the Union deems an alternate as necessary to the continuation of negotiations.
- (c) Parties agree to furnish SMS with a list of designated Bargaining Committee members.
- (d) Should additional employees be required to attend negotiations for the purpose of providing information or advice, leave of absence without pay may be granted, subject to operational requirements.
- (e) SMS recognizes that the Union's Chapter Chairperson's duties may require the ability to have occasional time off to attend to Union business. Subject to operational requirements, SMS will ensure that there is sufficient flexibility so that the Chairperson can be made available to carry out the required functions of the position, including, but not limited to, attending Union Executive meetings, and the Union's convention without pay.
- (f) Subject to operational requirements, SMS agrees to allow time off for additional members to attend the Union's convention without pay.
- (g) SMS acknowledges the right of Local Representatives to assist in the investigation, processing and settlement of grievances and potential grievances without loss of pay, subject to operational requirements. Time spent by employees appearing before an arbitration hearing arising from this agreement as a witness for the Union shall be without pay.
- (h) Leave of absence without pay may be granted to designated representatives of the Union to transact Union business which cannot be accommodated within the provisions of a) through g), inclusive. The Union will provide reasonable notice of any request pursuant to this section. Such requests will normally be granted and shall not be unreasonably refused.
- (i) Time spent by a PEA member attending a joint committee meeting or performing duties assigned by a joint committee shall be leave without loss of pay. Such duties will be undertaken in a manner so as not to disrupt the operation of SMS.
- (j) When leave without pay is granted under this Article, SMS shall maintain the staff member's normal salary and related benefits, and the Union shall reimburse SMS for such salary and benefit costs.

2.05 Access to Worksite

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

2.06 Picket Lines

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

2.07 Membership

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

2.08 Dues Deduction

- (a) The Employer will provide the Union with a union dues report by the 15th of 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.
- (c) Every employee in the bargaining unit, including those who have chosen not to become Union members as referenced in Article 2.07, shall, as a condition of continuing employment, authorize deduction from the employee's monthly salary, of Union dues and fees and shall pay such dues and fees to the Union. On receipt of an employee's written authorization, SMS agrees to deduct monthly from the salary of each employee, membership dues in the Union in the amount specified by the Union and to forward to the Union the total amount of such dues or fees collected.

(d) SMS shall indicate on the staff member's Statement of Remuneration Paid (T4) the eligible deductions paid to the Union, subject to the provisions of the Income Tax Act and applicable regulations as periodically revised.

(e) The union dues report must include the following information for each pay period:

- Employee Name
- Employee Number
- Dues Current Amount
- Personal Email
- Pay Period
- Occupation

ARTICLE 3 SCHOOL'S RIGHTS

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

ARTICLE 4 GRIEVANCES AND ARBITRATION

4.01 Introduction

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

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

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

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

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

4.02 First Step

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

4.03 Second Step

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

4.04 Third Step

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

4.05 Procedure

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

4.06 Arbitration Procedures

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

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

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

4.07 Procedural Errors and Time Limits

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

4.08 Dismissal or Suspension

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

4.09 General Interpretation Grievance

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

4.10 Extension of Time Limits

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

ARTICLE 5 DISMISSAL, SUSPENSION AND TERMINATION

5.01 Burden of Proof

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

5.02 Notice of Disciplinary Meeting / Right of Representation

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

5.03 Disciplinary Action

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

5.04 Probation Period

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

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

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

Length of employment:

- 1-3 months provide one (1) week notice
 - 4-6 months provide two (2) weeks' notice
 - 7-12 months provide three (3) weeks' notice
- (f) A rejection during probation shall not be considered a dismissal in accordance with Article 5.03, however, where an employee disagrees with SMS's decision to terminate said employee during the probationary period the Union may grieve the action based on the merits of the language of Article 5.04 e).

5.05 Termination

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

ARTICLE 6 PERSONNEL FILES

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

6.01 One File – Access to File

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

6.02 Documents on File

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

6.03 Removal of Documents

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

6.04 No Reliance on Undisclosed Record

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

ARTICLE 7 PERFORMANCE DEVELOPMENT

7.01 Performance Appraisal

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

The School and Union believe that students are best served when a high quality of classroom instruction and teaching performance is provided and maintained, and when positive encouragement of and adequate assistance and support for teaching performance is provided. To this end, it is agreed that there shall be a system of formal information collection, assistance, and performance appraisal as provided in this Article.

The purpose of a performance appraisal is to provide an accurate and objective measurement and record of performance which may include the following considerations:

- improvement of instruction
- promotion of professional development
- promotion of effective schools
- promotion of optimal student growth

Nothing in this Article restricts the powers and duties of administrators to visit teachers' classrooms or teaching areas for purposes of supervision and improving instruction.

All performance appraisal reports shall be written by the evaluator and shall be based on observations.

Evaluation reports under this article shall be written independently by one of the following:

- i. Head of School,
- ii. Deputy Head of School,
- iii. Vice Principal

No member of the Union shall be required or be requested to conduct a performance appraisal.

The teacher may request a different evaluator be appointed, if the teacher has reasonable grounds to believe the evaluator assigned is biased, and such request shall not be unreasonably denied with evidence to support the desired change.

The Head of School, Deputy Head of School or Vice Principal of the applicable school may require that a performance appraisal be initiated on any teacher when they have an educationally sound reason to believe it is necessary to do so, or when requested by a teacher, but in any event not less than once every four (4) years.

The report will be the result of a supervisory cycle which shall be based on no fewer than two observations. Periods chosen for observation shall not be at abnormal or inappropriate times and no observations shall be made in the first twenty (20) teaching days of an assignment, or twenty (20) teaching days after a change of assignment.

Teachers on whom a report is to be written shall be notified in writing by September 30th of that school year.

During a year where a teacher will be evaluated, the following process will be followed:

1. Evaluators meet with all staff being evaluated to share the process.
2. A copy of the evaluation criteria is shared with each teacher.
3. The teacher shares their availability for pre-observation, observation and post observation meetings and mutually agreed upon times are scheduled.
4. The pre-observation meeting should occur within one week of the observation.
5. The first observation will occur.
6. The post observation meeting will occur within one week of the observation.
7. The cycle is repeated once more for the second observation.
8. The teacher has time to complete their self evaluation with evidence for each domain.
9. The evaluator will complete the evaluation form after reviewing the self evaluation.
10. The teacher and evaluator will meet to review the feedback.
11. A copy of the evaluation will be given to the teacher and one copy goes to HR.

Involvement or non-involvement in extra-curricular activities, participation in union activities or matters not directly related to teaching duties shall not form any part of the performance appraisal.

The final report will be presented to and discussed with the teacher no later than June 15th.

The teacher shall have the opportunity to meet with the evaluator to propose changes to the draft. In the event of a disagreement between the appraiser and the teacher over the content or wording of the draft report which cannot be resolved through discussion, the teacher has the right to draft a rebuttal to be attached to the performance appraisal. This shall not deny the teacher the right to use Article 4 (Grievances and Arbitration) once the final report is issued.

One (1) copy shall be placed in the teacher 's personnel file maintained in the HR Office and one (1) copy shall be given to the teacher.

7.02 Unsatisfactory Teacher Performance

Where the first report written under Article 7.01 above indicates unsatisfactory teacher performance, a plan of assistance shall be developed jointly by the Head of School, Deputy Head of School or Vice Principal, the teacher, and the Labour Relations Officer and shall be made available to the teacher.

A second performance appraisal shall be initiated after completion of the plan above or after three (3) months have elapsed since the delivery of the first report, whichever last occurs.

If the second report indicates unsatisfactory teacher performance, the Labour Relations Officer will be notified, and a further plan as outlined in the Article above will be developed.

If the second report indicates unsatisfactory teacher performance, then a performance management plan has to be put into place.

The above two (2) reports will be exclusive of leave of absence for illness, injury or otherwise. Where the teacher has been on a long-term leave of absence an evaluation will not be initiated until a reasonable time after the teacher's return.

Where the School intends to dismiss a teacher after receiving two (2) consecutive unsatisfactory reports, and the failure to meet the goals of the performance management plan, it shall provide prior notice to the teacher and the Labour Relations Officer of such intention and provide an opportunity for the teacher and their representative to meet with the Head of School, Deputy Head of School or Vice Principal within ten (10) days of such notice.

Where, subsequent to such meeting, the School decides to dismiss a teacher it shall give written notice to the teacher and the Labour Relations Officer setting out the grounds for such action along with severance in accordance with Article 22.02, except where termination is for cause in which case no severance applies.

Disputes under this Article are subject to the Grievance Procedure in the Collective Agreement, Article 4 (Grievances and Arbitration).

7.03 Performance Development System for Support Staff

SMS shall create a standardized Performance Development System for support staff in consultation with the union. The performance evaluation system shall be used for the growth and development of all support staff. When applicable, it may align with the school's accrediting bodies. This alignment shall not result in the loss of employment of a member.

The school shall complete this system within the next 18 months.

ARTICLE 8 SENIORITY

8.01 Seniority Defined

- (a) Seniority shall be defined as follows:

Auxiliary and Temporary Seniority

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

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

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

Regular Tutorial Staff Seniority

“Regular Tutorial Staff Seniority” is the length of continuous service in the employment of SMS .

- (b) The seniority start date is equal to the date of hire.
- (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 Teacher on Call employee becomes a regular Teacher employee, they will have time worked as an auxiliary Teacher on Call employee credited to their regular Tutorial Staff seniority.
- (g) Full time Tutorial Staff Seniority is based on forty-four weeks with full time hours based on Article 10.04 (b). Employees working less than full-time shall accrue seniority pro-

rated on the basis of the percentage of full-time equivalency (FTE). In no case will an employee accrue more than one year's seniority in any 12 month period.

Regular Support Staff Seniority

"Regular Support Staff Seniority" is the length of continuous service as a regular employee in the employment of SMS.

- (a) The Regular Support Staff Seniority start date is equal to the date that regular employment commenced.
- (b) The Employer shall maintain a seniority list showing the date upon which each employee's service commenced.
- (c) 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).

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 1st and October 1st shall be posted on the Schools intranet and sent to the Union.

ARTICLE 9 POSITION POSTINGS AND ASSIGNMENTS

9.01 Appointments

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

9.02 Assignments

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

The employer shall survey all tutorial staff during the month of January regarding their teaching interests for the following school year. If requested, a meeting shall happen prior to the end of April to discuss the results of the survey.

The employer shall survey all Educational Assistants during the month of January regarding their interests for the following school year. If requested, a meeting shall happen prior to the end of April to discuss the results of the survey.

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

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

All internal unsuccessful applicants for assignments will receive an explanation for the decision upon request.

9.03 Reassignment of Employees in Receipt of Layoff Notice

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

9.04 Position Postings

- (a) In cases other than those anticipated in 9.03 above, position vacancies where the anticipated term of employment is greater than three (3) months shall be posted internally for a minimum of five (5) working days when school is in session, or ten (10) days during school closure.
- (b) The appearance of advertisements outside of the SMS premises (should the Employer deem outside advertising advisable) shall not be in advance of the internal posting. The notice of position posting shall identify the duties and responsibilities of the position, the qualification requirements, the classification, length of appointment when applicable, salary or wage rate, and work schedule.

- (c) A copy of the posting notice shall be sent to the Union at the time of all bargaining unit posting. The PEA shall be advised of all appointments to non-posted positions that are three (3) months or less prior to the positions being filled.
- (d) Where a position is posted, the Employer will display the posting on the SMS Careers webpage for access by interested internal applicants. Until such time as the SMS Applicant Tracking System has been implemented allowing interested applicants to receive posting notifications, an email will be sent to all staff on the last working day of each week.

9.05 Equal Qualifications

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

9.06 Temporary Vacancies

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

9.07 Temporary Appointments

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

9.08 Restricted Certification

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

9.09 Driver's License and First Aid Certificates

(a) First Aid Certificate

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

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

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

(b) Driver's License

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

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

9.10 Positions Temporarily Vacant

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

ARTICLE 10 WORKING CONDITIONS

10.01 Support Staff

1. Hours of work

- (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) The regular hours of work for full-time Educational Assistants shall be as follows:
 - i) Primary Years Programme (PYP): thirty-two hours and 15 minutes (32.25) hours per week.
 - ii) Middle Years Programme (MYP) and Diploma Programme (DP): thirty-four (34) hours per week.

Overtime rates above 37.5 hours per week, as outlined in item 10.01 3.

2. Meal and Rest Breaks

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

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

An employee whose daily hours of work are less than three and one-half hours (3 ½) shall be permitted a paid rest period of fifteen (15) consecutive minutes during their shift. Rest breaks shall be considered part of the workday.

- (b) Boarding Parents shall receive a paid meal period and will be provided with a meal in Alexis Hall when scheduled to work during meal times.

3. Overtime

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

- (a) 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;
- (b) 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;
- (c) 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 30th) shall be paid out.
- (d) Upon written request by a regular support staff employee, the Employer may establish an overtime bank and credit the employee's overtime wages to the time bank in lieu of payment. Banked overtime shall be taken as time off at a time that is mutually agreed upon between the Employer and the Employee. The total banked overtime balance shall not exceed 37.5 hours; any balance exceeding 37.5 hours shall be paid out on the employee's next regular pay period.

4. School Breaks

- (a) All regular support staff, excluding boarding staff will receive paid time off during Winter 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 Winter 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.

All regular support staff, including boarding staff, who are on a continuous unpaid leave of absence that commences prior to and extends beyond the Winter break period are not entitled to receive paid time during the Winter break.

- (b) Mid-term break: support staff, will receive one day paid time off to coincide with tutorial staff's mid-term break. In the event staff are unable to be scheduled off work during the mid-term break they shall be entitled to bank such paid time off to be taken at a time that is mutually agreed upon between the Employer and the employee.

All regular support staff, including boarding staff, who are on a continuous unpaid leave of absence that commences prior to and extends beyond the Mid-term break period are not entitled to receive paid time during the Mid-term break.

5. Support Staff Call Out and Standby

- (a) Staff members who are called out to work during normal off-duty periods shall be provided overtime pay at the rate of one and one-half times (1.5) their normal hourly rate of pay for all time worked, with a minimum of three (3) hours pay for each callout. For calls during an employee's paid holiday time, or on statutory holidays, the applicable rate shall be two (2) times the employee's normal hourly rate of pay, with a minimum of three (3) hours pay for each callout.
- (b) If a subsequent callout occurs within a three (3) hour period from the beginning of the initial callout, no further callout minimum will be credited, however, the employee will be paid for actual hours worked that may extend beyond the end of the three (3) hour period. All such payment will be at the applicable overtime rate.
- (c) Employees whose job function requires them occasionally to stand by to be called to duty under conditions which restrict normal off-duty activities shall be entitled to have this requirement taken into consideration in establishing their work schedule. If reasonable accommodation cannot be made in this way the employees shall be entitled to five dollars (\$5.00) for each hour on standby. Employees must be formally assigned to duty to qualify and when designated shall be immediately available for duty at a known telephone number.
- (d) This article does not apply to the Boarding Parent. However, there may be occasions where a Boarding Parent may be required to carry out duties/attend to a student during the Night Shift, for which they will be paid at the Day Shift rate in accordance with Schedule A, for a minimum of two (2) hours.

6. Extra Curricular Activities

Support Staff may voluntarily undertake extra-curricular work and shall be paid a stipend for that work. If extra-curricular work falls within the employee's regular shift, they will continue to receive their hourly wage and the extra-curricular stipend.

7. Duty Assignments

The selection of duty assignments for Educational Assistants along with Teachers will occur on the basis of seniority. If Teachers are left without an assigned duty, the employer has the right to assign the Education Assistants to other work in reverse order of seniority.

10.02 Kitchen and Laundry Scheduling

- (a) Employees in the kitchen/laundry shall have a schedule established and posted providing hours and days of work at least two weeks in advance.
- (b) In special circumstances, such as unforeseen and unscheduled events, management shall have the right to change shifts upon 48 hours' notice, but agrees to give as much notice as possible.
- (c) All shifts assigned by the Employer shall conform with the following guidelines:
 - i) All shifts shall be a minimum of four hours;
 - ii) Employees may request shift schedules and such requests will not be unreasonably denied;
 - iii) In the exercise of its right to schedule shifts in a manner which is consistent with the best interests of its operation, SMS shall make every reasonable effort to apply the principles of seniority in the assignment of shifts for regular kitchen staff;
 - iv) Any reduction in the hours of regular kitchen/laundry staff must be as a result of a reduction in the work required.
- (d) Scheduling of Statutory Holidays
 - i) Regular kitchen staff shall be offered the opportunity to work available statutory holiday shifts on the basis of their regular seniority, provided they are qualified for the work.
 - ii) Regular kitchen staff working statutory holidays shall be paid for time worked as per article 12.01(c).
 - iii) Regular kitchen staff working statutory holidays shall be eligible for statutory holiday pay as per article 12.
- (e) Scheduling of Shifts After Lay-Off:
 - iv) i) As per Article 22.01 (e), recall of kitchen staff after layoff shall be on the basis of seniority. Senior regular staff will be offered the opportunity for work, provided they are qualified, so that priority is given to scheduling regular staff for 37.5 hours in the pay period.
 - v) ii) St. Margaret's will determine the work hours schedule for the first week of recall. After that, employees will resume their normal work schedules.
 - vi) iii) The provisions of Article 10 will apply.

- vii) iv) Kitchen staff may decline the provisions in iv) i) above and elect to be recalled to their normal shift prior to layoff.

10.03 Boarding Operations

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

- i) For any hours worked beyond the eight (8) hours in a Day Shift in one day, or 40 hours in a Day Shift in a week, excluding any Night Shift hours worked, the Boarding Parent shall receive 1.5 times the hourly rate to which they were entitled at the time;
 - ii) For any hours worked beyond twelve (12) hours in a Day Shift in one day, excluding any Night Shift hours worked, the Boarding Parent shall receive 2 times the hourly rate to which they were entitled at the time.
 - iii) Upon written request by a regular Boarding Parent staff employee, the Employer may establish an overtime bank and credit the employee's overtime wages to the time bank in lieu of payment. Banked overtime shall be taken as time off at a time that is mutually agreed upon between the Employer and the Employee. The total banked overtime balance shall not exceed 40 hours; any balance exceeding 40 hours shall be paid out on the employee's next regular pay period.
- (g) The School shall ensure that the Boarding Parent has at least six (6) consecutive hours free from work between each scheduled shift. Overtime rates apply to the hours worked on the succeeding shift within the six-hour (6) hour period. This provision does not apply to employees with less than full-time hours who are offered and accept additional temporary hours of work.
- (h) Boarding Parents who are compensated with living accommodations on campus will accrue 1.5 days per month of sick leave based on their average hours worked per day.
- (i) Any sick leave taken will be recorded based on their regular scheduled hours which includes both the paid Day Shift hours and the compensated accommodation Night Shift hours.

The live-in Boarding Parent may work up to 0.50 FTE in other PEA bargaining unit work (in a manner that complies with the Collective Agreement), in addition to the regular Boarding Parent duties. Remuneration for such work shall be based on the rate of pay for the work performed, as set out in Schedule A – Wages.

- (j) The live-in Boarding Parent may voluntarily participate in Article 10.04(g) Extra-Curricular Activities.
- (k) The live-in Boarding Parent receives housing in lieu of compensation for working eighty (80) Night Shift hours bi-weekly for twenty-two (22) pay periods.

10.04 Tutorial Staff

(a) The teachers' work year runs from:

2026-27	September 1, 2026 to June 30, 2027
2027-28	August 31, 2027 to June 27, 2028
2028-29	August 29, 2028 to June 27, 2029
2029-30	August 28, 2029 to June 26, 2030
2030-31	August 27, 2030 to June 25, 2031

(b) The Teacher Assignment Block Model

Staff hired prior to June 30, 2013:

Pay Band 1 – Teacher WITHOUT Homeroom and/or Advisory assignment:

A full-time teacher's workload is twenty-six (26) hours and five (5) minutes (26.08 hours) per week comprised of:

1. 64% Contact time with Students equal to 16 Blocks
2. four and one-half (4.5) hours preparation time.
3. one (1) hour of collaboration time
4. Extra Curricular activity time three (3) Blocks

Pay Band 2 – Teacher WITH Homeroom and/or Advisory assignment:

A full time teacher's workload is twenty-six (26) hours and twenty-five (25) minutes (26.42 hours) per week comprised of:

1. 59.72% Contact time with Students equal to 14 Blocks and 5 Homeroom and or Advisory sections
2. four and one-half (4.5) hours preparation time; and
3. one hour of collaboration time.
4. Extra Curricular activity time three (3) Blocks

Staff hired after June 30, 2013:

Pay Band 1 – Teacher WITHOUT Homeroom and/or Advisory assignment:

A full-time teacher's workload is twenty-six (26) hours and five (5) minutes (26.08 hours) per week comprised of:

1. 76% Contact time with Students equal to 19 Blocks
2. four and one-half (4.5) hours preparation time.
3. one (1) hour of collaboration time

Pay Band 2– Teacher WITH Homeroom and/or Advisory assignment:

A full time teacher's workload is twenty-six (26) hours and twenty-five (25) minutes (26.42 hours) per week comprised of:

1. 70.7% Contact time with Students equal to 17 Blocks and 5 Homeroom and or Advisory sections
2. four and one-half (4.5) hours preparation time; and
3. one hour of collaboration time.

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

- A three (3) week Winter break
- A two (2) week Spring break
- A one (1) day mid-term break

(d) Professional Expectations and Expected Activities

- i) All teachers are required to review and abide by the current Professional Standards for BC Educators.
- ii) All teachers will participate in expected activities as defined below:

Expectations – Teachers are expected, within reason, to be involved members of the community, including the preparation of and attendance at school wide and area specific events, such as:

- All School Showcase Events (Winter Showcase/Spring Showcase)
- Recognition Ceremonies & Graduation
- Meet the Teacher Night/Welcome Back Event
- Parent-teacher Interviews
- Student-led Conferences
- Professional Development Days
- Curriculum Night
- IB Curriculum Night (PYP, MYP, DP Coordinators, per school year)
- Weekly Morning Community Gathering

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

- a) Duty assignments will be assigned on the following basis:
 - o All teachers with a 0.51 up to 1.0 FTE will be assigned the equivalent of up to 30 minutes of duty per week for the duration of the school year.
 - o Teachers with a 0.50 FTE or less will be assigned the equivalent of half of the above.
- b) Once the duty list is completed, teachers may do individual exchanges of duty times with the list being adjusted accordingly and initialed by those switching assignments.
- c) Duty assignments will be done in order of seniority.

(e) Curricular and Preparation Workload

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

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

Ratios for calculating prep time:

Pay Band 1: 20.58/4.5

Pay Band 2: 20.92/4.5

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

Fine Arts (2 Blocks)

Performance – Art
Performance – Band
Performance – Choral – Senior
Performance – Dance
Performance – Drama

Instructional Leaders (2.5 Blocks)

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

Coordinators (see Schedule B)

(f) Teacher On Call (TOC) Coverage

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

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

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

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

(g) Extra-Curricular Activities

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

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

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

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

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

- iii) Assignment of extra-curricular work

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

- iv) Extra-curricular activity vacancies that arise throughout the school year will be posted and expressions of interest sought. Where two or more staff members express interest, and where qualifications are relatively equal, the Employer will assign the senior applicant.
- v) Staff or the Employer may also request a review of an extra-curricular activity at any time. Such request will be reviewed by the committee.
- vi) A list of all extra-curricular activity assignments will be posted in the Spring for review by staff members. Questions regarding placement into extra-curricular activity assignments shall be reviewed by the committee. Unresolved issues between the parties regarding extra-curricular activities shall be referred to a process of expedited arbitration.
- vii) In the event that there are insufficient extra-curricular activities to align with needs and capacity, by agreement, tutorial staff could be assigned duty in order to fulfill the requirement.
- viii) Tutorial staff hired prior to June 30, 2013 are permitted to do a maximum of three (3) Blocks 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) Blocks per week maximum will be remunerated on the stipend basis.

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

10.05 Auxiliary Work

Auxiliary Hours

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

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

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

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

10.06 On-Call Availability

1. Support Staff

- (a) This clause applies to on-call support staff employees. An on-call employee is required to be available for contact by the Employer during a two-hour period daily known as the call-in period. The Employer will establish the call-in period for each job classification.
- (b) On-call Support staff are responsible for providing the School with their contact information and schedule of availability.
- (c) An on-call Support Staff may, with the agreement of the Employer and the Union, establish a period of limited availability. During the period of limited availability, the Employer is not required to offer work to that employee and no record of unavailability will be kept.
- (d) Support Staff call-in procedures will follow:
- i) The Employer will call or text employees, at the number provided by the employees, based on classifications in order of seniority, during the call-in period to offer work as available.

- ii) If there is no answer on the call or text the Employer will wait 5 minutes for a response (call or text), or the employee declines the offer of work, the school will then move to the next person on the list.

2. Boarding Staff

- (a) On-call Boarding Parents are responsible for providing the School with their email address and schedule of availability.
- (b) Boarding staff call-in procedure will follow:
 - i) When an absence is known ahead of time the Boarding Manager (or designate) will email the on-call list with the required shifts. Shifts will be confirmed after 9:00 am the following day, in order of seniority.
 - ii) When there is a need for emergency coverage the Boarding Manager (or designate) will email the on-call list with the required shifts. Shifts will be awarded to the first available staff member.
- (c) An on-call Boarding Parent may, with the agreement of the Employer and the Union, establish a period of limited availability. During the period of limited availability, the Employer is not required to offer work to that employee and no record of unavailability will be kept.

3. External Teachers on Call (TOC)

- (a) This clause applies to Teachers on-call (TOC) employees. An on-call employee is required to be available for contact by the Employer during a two-hour period daily known as the call-in period. The Employer will establish the call-in period for each job classification.
- (b) TOCs are responsible for providing the School with their contact information and schedule of availability.
- (c) A-TOC may, with the agreement of the Employer and the Union, establish a period of limited Availability. During the period of limited availability, the Employer is not required to offer work to that employee and no record of unavailability will be kept.
- (d) Individual teachers may continue to express up to two (2) preferences as to which qualified TOCs should be called to replace them when they are temporarily absent and the Employer will endeavour to accommodate such requests.
- (e) In the event a TOC is already scheduled to work and is immediately available the TOC may be requested to continue working.
- (f) If the preferred TOC is not available, or a TOC is not immediately available as

contemplated in (d) above, then the Employer will offer such work in accordance with TOC call-in procedures (g)(i) below.

(g) TOC call-in procedures:

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

(h) TOCs could be called in for a Class shift, Morning shift, Afternoon shift or Full Day shift.

- i) Class shift (single class) - fills in for the length of a single class, if the TOC can only work a short period of time.
- ii) Morning shift - begins 15 minutes prior to the start of class and works up to lunch break.
- iii) Afternoon shift - begins after the lunch break and works 15 minutes past the end of class for the day.
- 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.

10.07 Student Accountability

Tutorial staff shall maintain orderly classroom environments and will address behavioural issues. Tutorial staff shall report in writing and refer to the Administration student behaviour that is ongoing, serious, or beyond the scope of routine classroom management.

The parties agree that the maintenance of student discipline is a core administrative responsibility. Tutorial staff including Educational Assistants, where applicable, are responsible for classroom management and supervision of students in their care. Tutorial staff including Educational Assistants may be required to provide factual accounts of student incidents for the purposes of administrative review.

ARTICLE 11 OUTWEEK PROGRAM/STAFF TRAVEL

11.01 Outweek Participation

- (a) The Parties agree that involvement in Outweek Education Programs is strongly encouraged, but participation is voluntary for all staff members.
- (b) Teachers may:
 - i) Participate in the Outweek Education Program (usually held at Strathcona), or;
 - ii) Participate in another approved Outweek activity of the employee's choice where operationally viable, or;
 - iii) Be assigned to an Outweek activity (other than Strathcona).
- (c) Failing sufficient voluntary staff for any approved Outweek activity which has sufficient enrolment, SMS may assign teachers uncommitted for the week. Such assignments shall be in reverse order of seniority to fulfill operational requirements.
- (d) Staff participating in Outweek activities will be paid at a full 1.0 FTE for the period of time they are working. A full FTE is defined as: 7.5 hours Support Staff; 8 hours Boarding Staff; or, as per Article 10.04 (b) for Teachers.
- (e) Staff not participating in Outweek activities will be placed on unpaid leave.
- (f) Support Staff employees participating in the Senior School Outweek Education Program will be paid an additional stipend of \$50.00 per day.
- (g) Any employee who escorts SMS students on the Senior School Outweek Education Program, which requires them to be away from Sunday to Thursday, shall be off on the Friday immediately following the program.
- (h) Any employee who escorts SMS students on the Junior School Outweek Overnight Camp Program, which requires them to be away for 1 or 2 nights, will be released when camp dismisses after the return to campus.

11.02 Extended Activities and Excursions (other than Outweek)

Overnight Extended Activities and Excursions

- (a) Any regular employee who escorts SMS students on an approved school-related activity which requires four (4) nights or more away from home is entitled to one (1) day off with pay and benefits. The day off may be booked at any time, subject to operational requirements.
- (b) Employees (excluding Bus Drivers) who volunteer and who are accepted to accompany students on a School-sanctioned weekend excursion requiring an overnight stay, will be paid at a full FTE for the period of time they are working plus a \$100/day stipend. A full FTE is defined as: 7.5 hours Support Staff; 8 hours Boarding Staff; or, as per Article 10.04 (b) for Teachers.
- (c) Bus Drivers who are employed to accompany students on a School-sanctioned weekend excursion requiring an overnight stay, will be paid the greater of:
 - A full day's pay at straight pay (7.5 hours) plus a \$100/day stipend, OR
 - Standby Hours (24 hours times the rate of pay in Article 10.01 5, less all hours worked).
- (d) Boarding/School sponsored weekend excursions exclude extended trips such as student exchanges, service trips, and Spring Break trips.

ARTICLE 12 PAID HOLIDAYS AND VACATIONS

12.01 Statutory Holidays

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

(b) Eligibility

For staff hired after July 1, 2013:

To be eligible for statutory holiday pay an employee must:

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

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

For staff hired before July 1, 2013:

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

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

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

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

Subject to Article 12.01 a), Part-time employees shall be entitled to the aforesaid paid holidays on a pro-rated basis. Regular support staff employees will have the option of being paid or selecting an equivalent amount of paid time off. The total banked statutory time balance shall not exceed 37.5 hours; any balance exceeding 37.5 hours shall be paid out on the employee's next regular pay period.

Any statutory time banked 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 30th) shall be paid out.

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

12.02 Holiday Falling on a Day of Rest

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

12.03 Vacation Entitlement

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

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

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

ARTICLE 13 PERSONNEL BENEFITS

13.01 Health Benefits Plan

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

13.02 Extended Health Care

- (a) SMS shall contribute 100% of the premiums for the extended health care for all regular full-time and part-time employees, and for temporary employees with appointments of 12 weeks or greater. To be eligible for the extended health benefit plan employees must work at least twenty (20 hours per week (support staff), or 0.50 FTE (teachers). The extended health care plan shall have an unlimited lifetime limit and SMS will waive the \$25 annual deductible for single and family.
- (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.
- (c) SMS shall provide \$500 per plan year for a Health Spending Account (HAS) for all regular full-time and part-time employees. To be eligible for the HAS employees must work at least twenty (20 hours per week (support staff), or 0.50 FTE (teachers).
- (d) Paramedical coverage of \$500.00 per calendar year, with no per visit maximum.

13.03 Dental Care

SMS shall contribute 100% of the premiums of the dental plan for all regular full-time and part-time employees, and for temporary employees with appointments of 12 weeks or greater. To be eligible for the dental plan employees must work at least twenty (20) hours per week (support staff), or 0.50 FTE (teachers). 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: Basic Dental 100% (unlimited coverage)

Part B: Major Dental 50% copay (annual maximum coverage of \$1,500)

Part C: Orthodontics 50% copay (dependents only, lifetime maximum of \$1,500)

13.04 Group Life Plan

SMS shall pay 100% of the premiums of the group life plan for all regular full-time and regular part-time employees. To be eligible for the group life plan employees must work at least twenty (20) hours per week (support staff), or 0.50 FTE (teachers). All eligible employees must participate in the Plan. Each qualified employee is covered for \$50,000 life insurance. Employees with dependents also have \$5,000 spouse life coverage and \$2500 dependent child life coverage.

13.05 Short Term Disability

SMS employees will pay 100% of short term disability premiums effective July 1, 2013, for all regular full-time and regular part time employees. To be eligible for the short term disability benefit plan employees must work at least twenty (20) hours per week (support staff), or 0.50 FTE (teachers). All eligible Employees must participate in the program.

Employees who have been approved for short term disability may use their sick leave to supplement their income up to their full-time equivalent (FTE) salary.

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

13.06 Long Term Disability

- (a) SMS will maintain the current Long Term Disability Plan and each employee who participates shall pay 100% of the cost of premiums, for all regular full-time and regular part-time employees. To be eligible for the long term disability benefit plan employees must work at least twenty (20) hours per week (support staff), or 0.50 FTE (teachers). All eligible employees must participate in the Plan.
- (b) Any employee on Long Term Disability shall be offered the option of returning to their previous position subject to operational requirements if and when they are deemed fit by their physician to perform duties as required by that position.

If the original position is no longer available the Employer will make every effort to offer the employee an alternative position at the same or lower salary provided that the staff member is

qualified and capable of doing the work after a reasonable period of familiarization. Should no suitable work be available at the time of ability to return, the employee shall have recall rights in accordance with Article 9.03.

13.07 Pension Plan Participation and Contributions (Regular)

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

13.08 Benefits Cost Protection

- (a) Benefit levels shall not be reduced without mutual agreement.
- (b) The Employer shall maintain or improve benefits coverage during the term of the Agreement.

ARTICLE 14 MATERNITY, PARENTAL AND ADOPTION LEAVE

14.01 Maternity Leave

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.
- (b) A pregnant employee shall notify SMS in writing of the expected due date. Such notice will be given at least ten (10) weeks prior to the expected due date.
- (c) The period of maternity leave may commence thirteen (13) weeks prior to the expected due date, and no later than the actual birthdate. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

14.02 Parental Leave

- (a) Upon written request, an employee who has taken Maternity leave pursuant to Article 14.01 shall be entitled to parental leave of up to sixty-one (61) weeks of extended leave without pay.
- (b) Upon written request an employee who has not taken Maternity leave or an adopting parent, shall be entitled to parental leave of up to sixty-two (62) weeks of extended leave without pay.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.

(d) Leave taken under this clause shall commence:

- i) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 14.01;
- ii) In the case of the partner, following the birth of the child and concluding within the two-year period after the birth date of the child. Such leave request must be supported by appropriate documentation.

14.03 Adoption Leave

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

14.04 Entitlements Upon Return to Work

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

14.05 Supplemental Employment Benefit Plan

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

(a) Supplemental Employment Benefit Plan

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

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

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

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

i) **Parental Sharing Benefit**

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

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

(b) Maternity Leave Supplemental Benefit

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

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

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

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

(c) Parental/Adoption Leave Supplemental Benefit

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

ARTICLE 15 LEAVES OF ABSENCE

15.01 Leave Entitlement

- (a) An employee shall be entitled to a total of five (5) days per death without loss of pay or benefits as bereavement leave in the case of death of an immediate family member.
An employee shall be entitled up to one (1) day leave without loss of pay to attend funerals.
- (b) An employee may request additional leave without pay to attend to personal emergencies. Approval shall not unreasonably be withheld. In all cases involving leave, an employee must provide to the employee's immediate supervisor a written notice of the type of leave and its duration before taking the leave, or as soon thereafter as is reasonably possible.
- (c) Any employee with established ethno-cultural or religious practices will be entitled to one (1) unpaid day per year to attend religious practices for ceremonial occasions. Such request is to be in writing and approved by the Employer. Approval shall not be withheld unjustly.

15.02 Leave for Court Appearances

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

15.03 General Leave

- (a) SMS may grant a short-term leave of absence of one (1) calendar month or less without pay for purposes other than those specified, to an employee who makes such a request in writing to the employee's immediate supervisor. Approval shall not be unreasonably withheld.
 - i) SMS may grant a longer term of leave of absence of up to one (1) year without pay upon written request. Approval shall not unreasonably be withheld;

- ii) Leave approved under i) may be extended for up to one additional year for professional development/education purposes upon written request. Approval shall not unreasonably be withheld.

(b) Unused vacation must be used prior to any application for general leave being granted under Clause 15.03 (a).

15.04 General Provisions

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

15.05 Compassionate Care Leave

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

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

15.06 Other Leaves

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

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

Critical Illness or Injury Leave

An employee who is entitled to critical illness or injury leave under the Employment Standards Act is entitled to a leave of absence without pay of:

- a) up to 36 weeks of unpaid leave to provide care or support to a family member who is under 19 years of age at the start of the leave;
- b) up to 16 weeks of unpaid leave to provide care or support to a family member who is 19 years of age or older.

Leave Respecting Disappearance of a Child

The Employer shall provide a leave of absence without pay of up to 52 weeks to an employee respecting disappearance of child under the same conditions as, and in accordance with, the Employment Standards Act.

Leave Respecting Death of a Child

The Employer will provide a leave of absence without pay of up to 104 weeks to an employee respecting death of child under the same conditions as, and in accordance with, the Employment Standards Act.

Domestic and Sexual Violence Leave

In accordance with the Employment Standards Act, when requested, an employee will be granted a leave respecting domestic or sexual violence for absences resulting from the employee or employee's dependent child having experienced domestic or sexual violence as follows:

- a) up to 5 days of paid leave taken in one or more blocks of time; and
- b) up to 5 days unpaid leave which can be taken as a single day or in a block; and
- c) a maximum of 15 weeks of additional unpaid leave to be taken in one block of time or in more than one block of time with employer approval.

15.07 Elections

Members eligible to vote in a Federal, Provincial, ~~or~~ Municipal, First Nation, Indigenous, Inuit or Metis Election or a referendum shall have the minimum consecutive clear hours in which to cast their ballots as specified in the relevant legislation.

ARTICLE 16 SICK LEAVE

16.01 Sick Leave

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

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

Annual sick leave entitlement for Temporary employees will be five (5) days per calendar year (prorated for part time assignments).

Annual sick leave entitlement for Auxiliary employees will be five (5) days per calendar year (based on an average day's pay). An Average day's pay is determined by the formula: amount paid within preceding 30 calendar day period divided by the number of days the employee worked or earned wages within the previous 30 calendar day period.

- (b) For regular employees, 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) Employees may use sick leave for one personal care day per year.
- (f) 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.
- (g) Where it is not possible for an employee to schedule necessary medical and dental appointments outside school hours, time for such appointments shall be calculated hourly against any sick leave accumulated by the employee.
- (h) Where an employee is on full-time sick leave, SMS shall accommodate the employee to the point of undue hardship and may grant a return to duty on partial sick leave where the employee produces a certificate from a medical practitioner stating that the employee, while medically unable to work full-time, is capable of working part-time.

- (i) An employee on partial sick leave shall earn sick leave on a prorated basis. Deduction of sick leave shall be on a prorated basis.
- (j) A record of all unused sick leave will be kept by SMS. SMS shall advise each Employee of their accumulated sick leave on each pay statement.

16.02 Medical Certificates and Confirmation of Illness

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

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

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

- (c) Where the Employer requires medical confirmation, the Employer shall reimburse the full reasonable cost of obtaining such documentation.
- (d) All requests for medical information shall be applied in a fair, reasonable, and non-discriminatory manner across the bargaining unit, and in compliance with applicable privacy legislation. The Employer shall not request diagnosis or confidential medical details beyond what is necessary to establish entitlement to leave or accommodation.

16.03 Employee to Inform SMS

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

ARTICLE 17 MAINTENANCE OF BENEFITS

17.01 Maintenance of Benefits

- (a) All staff in positions of anticipated yearly lay-off shall have the option of continuing their monthly premiums for Extended Health and Dental Plan benefits for periods of anticipated layoff. Payment arrangements to pay for the benefit continuation for July and August are to be made by June 15th to maintain benefit coverage on the normal cost-sharing basis. Such continuance shall be subject to the benefit carriers' approval.
- (b) During any period of unsalaried leave granted under Articles 15 and 16 for less than half the working days in a month, SMS shall maintain the benefits on the normal cost-sharing basis. Otherwise, staff members shall have the right to maintain any or all of their personnel benefits by assuming the total cost of monthly contributions.
- (c) For leaves taken pursuant to Articles 14.01, 14.02, and 14.03, and when an employee is on weekly indemnity as per article 13.05, provided the employee pays their share of premiums per Article 13 Personnel Benefits, SMS shall maintain coverage for extended health, dental, group life and long term disability, and shall pay SMS's share of these premiums.
- (d) For leaves listed in b) and c) above, payment arrangements to pay for the benefit continuation for the duration of the leave are to be made at least two (2) weeks prior to the commencement of the leave to maintain benefit coverage. Such continuance shall be subject to the benefit carriers' approval.
- (e) Notwithstanding the above paragraph, should an employee be deemed to have resigned, SMS will recover monies pursuant to this clause.
- (f) Benefit entitlement on resignation:
 - i) Regular Support staff employees - On resignation the employee's benefit entitlement ends on the last day of employment.
 - ii) Regular Tutorial staff employees - If the resignation takes place part way through the school year, benefit entitlement ends on the last day of employment.
 - iii) Regular Tutorial Staff employees – If the resignation takes place at the end of the school year as outlined in Article 10.04(a), providing the employee was eligible for benefits prior the resignation the following applies:
 - The employee has the option to maintain their Extended Health & Dental benefits as outlined in Article 13.02 and 13.03 on the same cost sharing basis.
 - The Insured Benefits outlined in Article 13.04, 13.05, 13.06 end at the end of the school year as outlined in Article 10.04(a).
 - The employee continues to be eligible to continue participation in the Pension Plan as outlined in Article 13.07.

ARTICLE 18 PROFESSIONAL DEVELOPMENT

18.01 Recognition of Regulatory Bodies

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

18.02 Professional and Career Development

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

18.03 Professional Development Expenses

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

ARTICLE 19 SALARIES

19.01 Salary Schedule

Employees shall be paid in accordance with Schedule A.

19.02 Salary Increment/Anniversary Date

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

2. Support Staff

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

Regular support staff salary grid movement:

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

3. Tutorial Staff

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

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

19.03 Teacher On Call (TOC) Auxiliary

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

ARTICLE 20 COPIES OF AGREEMENT

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

ARTICLE 21 JOINT STANDING COMMITTEE

21.01 Structure

- (a) SMS and the Union acknowledge the mutual value of joint discussions on matters of common interest.
- (b) There shall be established a Joint Standing Committee composed of three (3) SMS

representatives and three (3) representatives appointed by the Union. SMS and the Union shall alternate in presiding over meetings.

21.02 Jurisdiction

- (a) This Committee shall meet at the request of either SMS or the Union. The meeting shall be held at a time and place fixed mutually.
- (b) This Committee shall not have jurisdiction over wages or any matters of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union and SMS and shall not have the power to bind either the Union or its members or SMS to any decisions or conclusions reached in their discussions.
- (c) This Committee shall have the jurisdiction to make non-binding recommendations to the Union and SMS on the following matters:
 - i) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
 - ii) addressing conditions causing grievances and misunderstanding.

21.03 Leave to Attend Committee Meetings

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

ARTICLE 22 LAYOFF, RECALL AND SEVERANCE

22.01 Layoff and Recall

- (a) In the event of a contemplated reduction of staff, or reduction in hours of work for staff members, SMS shall advise the Union, providing relevant information relating to the circumstances. Where a redundancy has been identified, and before any layoff occurs, SMS shall conduct an appropriate canvass of all bargaining unit members to determine whether layoff can be avoided by use of alternative means, including but not restricted to voluntary placement into vacant positions, resignation with severance pay as provided under Article 22.02, job sharing where approved, or early retirement.
- (b) In the event of layoffs, such layoffs shall be in reverse order of seniority, as determined in Article 8.

- (c) Employees who receive notice of layoff or experience a reduction in the number of hours of work shall, subject only to their having the qualifications to perform available work after a reasonable period of familiarization, be placed in a vacant position at their present classification, or should no such vacancy exist, in the highest lower-classified vacancy. In such cases, their salary shall be red-circled at their previous rate.
- (d) An employee about to be laid off, or to experience a reduction in the number of hours of work, may bump downward or laterally any employee with less seniority provided the employee exercising the right has the qualifications to perform the work of the less senior employee. For the purpose of this Article downward or lateral for support staff shall mean the same or a lower-rated classification. The right to bump shall be exercised within ten (10) working days of receiving notice.
- (e) If there is a recall after a layoff, employees on layoff shall be entitled to be recalled in the order of seniority, as determined in Article 8, for a period of twelve (12) calendar months following the date of layoff. Laid off employees are responsible for informing SMS, in writing, of where they may be contacted during the layoff period. New employees shall not be hired until those laid off have been given an opportunity of recall.
- (f) SMS agrees to notify support employees who are to be laid off one (1) month prior to the date of layoff, or to provide severance pay in lieu of notice.
- (g) SMS agrees to notify tutorial staff who are to be laid off by May 15 of the preceding school year, if the lay-off is to be effective at the start of the next school year and to give two (2) months' notice in all other circumstances.
- (h) An employee's right to recall is lost if twelve (12) calendar months elapse from the date of layoff and the employee has not been recalled.

22.02 Severance

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

- (a) After being employed for three (3) consecutive months, an employee is entitled to compensation for length of service if the Employer terminates the employment. The amount of compensation for length of service that an Employer must pay increases with the employee's length of service.
- (b) An Employer may choose to give an employee written working notice of termination instead of compensation for length of service. The Employer may also give a combination of notice and pay.

(c) The amount of compensation for length of service or written working notice the Employer must give increases with the employee's length of service. The Employer must provide the following amounts of pay or notice:

- After three consecutive months of employment – one week's pay or one week's written notice;
- After 12 consecutive months of employment – two weeks' pay or two weeks' written notice;
- After three consecutive years of employment – three weeks' pay or three weeks' written notice, plus one week's pay or one week's notice for each additional year of employment to a maximum of sixteen weeks.

22.03 Organizational Closure Notice

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 20 weeks written notice, pay in lieu of notice or combination thereof to the Union and to each employee who will be affected. This shall be in addition to any other severance or notice entitlements under the collective agreement.

The Employer shall provide the Union with as much advance notice as reasonably possible, and in any event not less than the period set out above, along with full disclosure of:

- the reasons for the closure;
- the number and classifications of employees affected;
- the anticipated timeline; and
- any measures under consideration to mitigate the impact on employees;

Upon providing notice under this Article, the Employer shall meet promptly with the Union to discuss alternatives to closure or layoff, including but not limited to:

- redeployment opportunities;
- retraining;
- voluntary leaves or reductions;
- and other mitigation measures;

No employee shall be laid off as a result of such closure until the Employer has explored reasonable alternatives, in consultation with the Union;

22.04 Academic Year Support Staff Layoff

All regular Academic Year Support Staff employees who are hired on an ongoing basis and appointed to positions of less than twelve (12) months annually will be subject to layoffs.

Regular Academic Year Support Staff employees who are to receive a layoff (including a reduction of hours) during the Summer Break period, shall receive one (1) month notice of layoff. The annual Summer Break layoff notice will include the last day of work and the return-to-work date. Any change in the established return to work date of a Summer Break layoff will be made with a minimum of one (1) months' notice, except by mutual agreement of the parties.

A regular Academic Year Support Staff employee who is laid off during academic school year breaks basis each year shall not be entitled to exercise bump or severance rights under such circumstances but shall have those rights if laid off for any other reason in accordance with Article 22.01 (d) and/or severance in Accordance with Article 22.02.

Where the Employer requires regular Academic Year Support Staff to work during an anticipated Summer Break layoff period, the following procedures shall apply:

1. The senior regular employee in the appropriate job classification will be offered the opportunity of work first.
2. If the senior employee declines the opportunity, the opportunity will be offered to each successively less senior regular Academic Year Support Staff employee within the job classification.
3. If these employees decline, the School will attempt to schedule a qualified regular employee from the Support Staff recall list.
4. If the school is unable to meet operational requirements after exhausting items 1 through 3, the School will post the temporary position externally.

ARTICLE 23 ACTING PAY

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

ARTICLE 24 TERMS OF AGREEMENT

24.01 Term

Except where otherwise stated, the Agreement shall be effective for five (5) years from July 1, 2026, up to and including June 30, 2031, and thereafter until a new agreement is reached.

24.02 Notice to Bargain

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

24.03 Change in Agreement

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

24.04 Legislative Change

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

ARTICLE 25 ORGANIZATIONAL CHANGE

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

ARTICLE 26 HEALTH, SAFETY & WORKLOAD

26.01 General

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

26.02 Compliance with Industrial Health and Safety Regulations

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

26.03 Safety Training and Personal Protective Equipment

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

26.04 Unsafe Working Conditions

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

26.05 Workload

An employee may initiate a discussion with their immediate supervisor to discuss workload. The supervisor shall meet with the employee within seven (7) working days of being notified to discuss potential workload remedial actions. Steps for remedial actions to support the employee(s) may be taken to manage workload, that may include but are not limited to, additional training, reprioritizing work assignments, reassignment, or redistribution of duties, providing additional resources, and/or posting vacant positions.

26.06 Unplanned School Closure

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

(a) Support staff who are required to work during an unplanned school closure shall receive 2 times their regular rate of pay for hours worked. This premium shall not be in addition to their regular rate of pay but shall replace the regular rate for those hours worked during the school closure.

(b) For Boarding Parent staff who are required to work during an unplanned school closure

this premium applies specifically to day shift hours as outlined in Article 10.03 (d) ii) and in the Letter of Agreement – Boarding Parent Model dated January 11, 2023.

26.07 Right to Disconnect

- (a) The Employer recognizes the importance of employees being able to disconnect from work outside of their scheduled hours in order to support health, well-being, and work-life balance.
- (b) Employees shall not be required to read, respond to, or engage in work-related communications (including but not limited to emails, messages, phone calls, or virtual platforms) outside of their regular working hours.
- (c) No employee shall be subject to discipline, reprisal, or adverse treatment for failing to engage in work-related communications outside of their normal working hours.
- (d) For the purposes of this Article, “working hours” means the employee’s regularly scheduled hours of work as established by this Agreement.
- (e) Exceptions to this Article shall be limited to critical emergencies, defined as unforeseen situations that:
 - i) pose an immediate risk to the safety or well-being of students, staff, or the school community.
- (f) Where the Employer requires an employee to respond to work-related communications outside of working hours due to a critical emergency:
 - i) the employee shall be compensated in accordance with the applicable overtime provisions of this Agreement; or
 - ii) where overtime provisions do not apply, the employee shall receive equivalent time off in lieu.

26.08 Mental Health and Safety

- (a) The Employer shall provide training and education to employees and supervisors on mental health and safety.

26.09 Workload Assistance Report Card Preparation

The parties recognize that report card preparation creates a significant and predictable increase in tutorial staff workload. This Article is intended to provide meaningful and practical workload relief while maintaining essential operations.

- (a) Each teacher shall receive no less than one (1) afternoon per term 1 and term 2 as determined by the employer.
- (b) This time shall be in addition to regular preparation time and shall be provided within regular hours of work.
- (c) During the two (2) weeks prior to report card deadlines where possible:
 - (i) teachers shall not be assigned additional supervision duties beyond their regular assignment,
 - (ii) non-essential meetings shall not be scheduled, and
 - (iii) administrative tasks unrelated to reporting shall be minimized.
- (d) The Employer shall provide at least four (4) weeks' notice of report card deadlines.
- (e) Release time shall be scheduled as close as reasonably possible to the reporting deadline.
- (f) Scheduling shall take into account both operational needs and teacher workload.
- (g) Requests for additional support shall not be unreasonably denied.

26.10 Safety Footwear (Facilities Services)

- a) The Employer shall provide each Facilities Services Worker with a safety footwear allowance for the purchase of safety boots appropriate to their duties.
- b) Effective June 30th annually, each Facilities Services Worker shall be entitled to a boot allowance of \$150 per calendar year, payable upon submission of a receipt. Unused amounts shall be carried forward for one (1) additional year.
- c) Newly hired Facilities Services Workers shall be eligible for the full boot allowance upon commencement of employment.

- d) Where safety footwear is rendered unserviceable prior to the expiry of the annual entitlement due to normal wear and tear or workplace conditions, the Employer shall reimburse the cost of replacement upon submission of a receipt, and such reimbursement shall not be unreasonably denied.
- e) All safety footwear must be appropriate for work, including slip resistance and protection suitable for seasonal conditions.
- f) Reimbursement shall be made within thirty (30) days of submission of a valid receipt.
- g) There shall be no requirement for employees to repay any portion of the boot allowance upon termination of employment.
- h) The parties agree to review the adequacy of the boot allowance during each round of collective bargaining, with consideration given to market costs of appropriate safety footwear.
- i) Employer subsidized safety footwear are not to be used outside of work hours, except during travel to and from work.

26.11 Safety Footwear (Kitchen)

- a) The Employer shall provide each Kitchen Worker with a safety footwear allowance for the purchase of non-slip work shoes appropriate to their duties.
- b) Effective June 30th annually, each Kitchen Worker shall be entitled to a footwear allowance of \$150 per calendar year, payable upon submission of a receipt. Unused amounts shall be carried forward for one (1) additional year.
- c) Newly hired Kitchen Workers shall be eligible for the footwear allowance upon commencement of employment.
- d) Where footwear is rendered unserviceable prior to the expiry of the annual entitlement due to normal wear and tear or workplace conditions, the Employer shall reimburse the cost of replacement upon submission of a receipt, and such reimbursement shall not be unreasonably denied.
- e) All footwear must be slip resistance and protection suitable for kitchen conditions.
- f) Reimbursement shall be made within thirty (30) days of submission of a valid receipt.

- g) There shall be no requirement for employees to repay any portion of the footwear allowance upon termination of employment.
- h) The parties agree to review the adequacy of the shoe allowance during each round of collective bargaining, with consideration given to market costs of appropriate footwear.
- i) Employer subsidized safety footwear are not to be used outside of work hours, except during travel to and from work.

ARTICLE 27 DEFERRED SALARY PLAN

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

ARTICLE 28 GAINSHARING

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

Baseline

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

Average Tuition

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

Payment

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

students)

Qualification Criteria

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

SCHEDULE A - WAGES

Tutorial Staff Salary Grid

July 1, 2026 to June 30, 2027	4% Increase
July 1, 2027 to June 30, 2028	3% Increase
July 1, 2028 to June 30, 2029	3% Increase
July 1, 2029 to June 30, 2030	3% Increase
July 1, 2030 to June 30, 2031	3% Increase

Tutorial Staff Workload Adjustment – July 1, 2026:

Pay Band 1 4.32%

Pay Band 2 5.68%

Support Staff Salary Grid

Effective July 1, 2026	4% Increase
Effective July 1, 2027	3% Increase
Effective July 1, 2028	3% Increase
Effective July 1, 2029	3% Increase
Effective July 1, 2030	3% Increase

Teacher on Call Wages (per hour)

July 1, 2026 to June 30, 2027	4% Increase	\$61.88
July 1, 2027 to June 30, 2028	3% Increase	\$63.74
July 1, 2028 to June 30, 2029	3% Increase	\$65.01
July 1, 2029 to June 30, 2030	3% Increase	\$66.96
July 1, 2030 to June 30, 2031	3% Increase	\$68.97

Tutorial Staff Salary Grids:

July 1, 2026 to June 30, 2027

Pay Band 1

PAY BAND 1			
26/27			
July 1, 2026 to June 30, 2027			
July 1, 2026 - 4% increase			
July 1, 2026 - 4.32% Workload Adjustment			
Level	Category		
	4	5	6
1	71,864	72,265	76,079
2	71,864	72,265	79,753
3	71,864	75,586	83,378
4	71,864	78,921	87,010
5	74,820	82,195	90,630
6	77,776	85,471	94,257
7	80,703	88,749	97,880
8	83,609	92,028	101,509
9	86,520	95,308	105,134
10	89,424	98,582	108,763
11	92,332	101,860	112,385

Pay Band 2

PAY BAND 2			
26/27			
July 1, 2026 to June 30, 2027			
July 1, 2026 - 4% increase			
July 1, 2026 - 5.68% Workload Adjustment			
Level	Category		
	4	5	6
1	72,766	73,172	77,034
2	72,766	73,172	80,754
3	72,766	76,535	84,425
4	72,766	79,912	88,103
5	75,759	83,227	91,768
6	78,752	86,544	95,440
7	81,716	89,863	99,109
8	84,659	93,183	102,783
9	87,606	96,504	106,454
10	90,546	99,820	110,129
11	93,491	103,139	113,796

July 1, 2027 to June 30, 2028

Pay Band 1

PAY BAND 1			
27/28			
July 1, 2027 to June 30, 2028			
July 1, 2027 - 3% increase			
Level	Category		
	4	5	6
1	74,020	74,433	78,361
2	74,020	74,433	82,146
3	74,020	77,854	85,879
4	74,020	81,289	89,620
5	77,065	84,661	93,349
6	80,109	88,035	97,085
7	83,124	91,411	100,816
8	86,117	94,789	104,554
9	89,116	98,167	108,288
10	92,107	101,539	112,026
11	95,102	104,916	115,757

Pay Band 2

PAY BAND 2			
27/28			
July 1, 2027 to June 30, 2028			
July 1, 2027 - 3% increase			
Level	Category		
	4	5	6
1	74,949	75,367	79,345
2	74,949	75,367	83,177
3	74,949	78,831	86,958
4	74,949	82,309	90,746
5	78,032	85,724	94,521
6	81,115	89,140	98,303
7	84,167	92,559	102,082
8	87,199	95,978	105,866
9	90,234	99,399	109,648
10	93,262	102,815	113,433
11	96,296	106,233	117,210

July 1, 2028 to June 30, 2029

Pay Band 1

PAY BAND 1			
28/29			
July 1, 2028 to June 30, 2029			
July 1, 2028 - 3% increase			
Category			
Level	4	5	6
1	76,241	76,666	80,712
2	76,241	76,666	84,610
3	76,241	80,190	88,455
4	76,241	83,728	92,309
5	79,377	87,201	96,149
6	82,512	90,676	99,998
7	85,618	94,153	103,840
8	88,701	97,633	107,691
9	91,789	101,112	111,537
10	94,870	104,585	115,387
11	97,955	108,063	119,230

Pay Band 2

PAY BAND 2			
28/29			
July 1, 2028 to June 30, 2029			
July 1, 2028 - 3% increase			
Category			
Level	4	5	6
1	77,197	77,628	81,725
2	77,197	77,628	85,672
3	77,197	81,196	89,567
4	77,197	84,778	93,468
5	80,373	88,296	97,357
6	83,548	91,814	101,252
7	86,692	95,336	105,144
8	89,815	98,857	109,042
9	92,941	102,381	112,937
10	96,060	105,899	116,836
11	99,185	109,420	120,726

July 1, 2029 to June 2030

Pay Band 1

PAY BAND 1			
29/30			
July 1, 2029 to June 30, 2030			
July 1, 2029 - 3% increase			
Level	Category		
	4	5	6
1	78,528	78,966	83,133
2	78,528	78,966	87,148
3	78,528	82,596	91,109
4	78,528	86,240	95,078
5	81,758	89,817	99,033
6	84,987	93,396	102,998
7	88,187	96,978	106,955
8	91,362	100,562	110,922
9	94,543	104,145	114,883
10	97,716	107,723	118,849
11	100,894	111,305	122,807

Pay Band 2

PAY BAND 2			
29/30			
July 1, 2029 to June 30, 2030			
July 1, 2029 - 3% increase			
Level	Category		
	4	5	6
1	79,513	79,957	84,177
2	79,513	79,957	88,242
3	79,513	83,632	92,254
4	79,513	87,321	96,272
5	82,784	90,945	100,278
6	86,054	94,568	104,290
7	89,293	98,196	108,298
8	92,509	101,823	112,313
9	95,729	105,452	116,325
10	98,942	109,076	120,341
11	102,161	112,703	124,348

July 1, 2030 to June 30, 2031

Pay Band 1

PAY BAND 1			
30/31			
July 1, 2030 to June 30, 2031			
July 1, 2030 - 3% increase			
Level	Category		
	4	5	6
1	80,884	81,335	85,627
2	80,884	81,335	89,762
3	80,884	85,074	93,842
4	80,884	88,827	97,930
5	84,211	92,512	102,004
6	87,537	96,198	106,088
7	90,833	99,887	110,164
8	94,103	103,579	114,250
9	97,379	107,269	118,329
10	100,647	110,955	122,414
11	103,921	114,644	126,491

Pay Band 2

PAY BAND 2			
30/31			
July 1, 2030 to June 30, 2031			
July 1, 2030 - 3% increase			
Level	Category		
	4	5	6
1	81,898	82,356	86,702
2	81,898	82,356	90,889
3	81,898	86,141	95,022
4	81,898	89,941	99,160
5	85,268	93,673	103,286
6	88,636	97,405	107,419
7	91,972	101,142	111,547
8	95,284	104,878	115,682
9	98,601	108,616	119,815
10	101,910	112,348	123,951
11	105,226	116,084	128,078

Support Staff Wages:
July 1, 2026 to June 30, 2027

July 1, 2026 to June 30, 2027			
July 1, 2026 - Increase 4%			
Classification			
	Step 1	Step 2	Step 3
	100%	103%	105%
Administrative Support Services	<i>1st-5th</i>	<i>6-10th</i>	<i>11+</i>
Administrative Assistant	32.67	33.64	34.29
Admissions Assistant	33.47	34.48	35.14
Advancement & Community Engagement Coordinator	33.47	34.48	35.14
Communications Coordinator	42.52	43.79	44.65
Development Coordinator	46.84	48.25	49.18
Digital Communication & Graphic Design Specialist	46.84	48.25	49.18
Financial Analyst – Accounts Receivable	34.91	35.95	36.66
Financial Assistant - Accounts Payable	32.51	33.49	34.14
Marketing & Communications Coordinator	33.47	34.48	35.14
Receptionist- On Call	25.38	26.14	26.64
School Information System Specialist	39.71	40.90	41.69
TOC Coordinator	31.61	32.55	33.19
Educational Support Services			
Career & Post-Secondary Assistant	31.61	32.55	33.19
Early Childhood Education Assistant (w/o 2-yr diploma)	29.08	29.94	30.53
Early Childhood Educator - 2 yr. diploma	33.05	34.05	34.70
Educational Assistant	31.03	31.96	32.58
Library Assistant	28.74	29.60	30.17
STEM & Experiential Learning Program Assistant	42.50	43.78	44.64
Teacher's Aide	24.27	24.99	25.48
Facilities Services			
Facilities & Grounds Coordinator	33.99	35.01	35.68
Grounds Keeper	28.97	29.85	30.43
Landscaper	32.66	33.63	34.28
Maintenance Worker	28.97	29.85	30.43
Tradesperson	34.51	35.54	36.23
Ancillary Services			
Bus Driver	32.50	33.48	34.13
Bus Driver/Coordinator	36.22	37.30	38.03
Cook	27.89	28.74	29.29
Food Services Assistant	24.74	25.48	25.98
Laundry Worker	21.54	22.18	22.61
Prep Cook	0.00	0.00	0.00
Boarding Services			
Boarding Parent – Night	22.62	n/a	n/a
Boarding Parent -Day	29.69	30.59	31.17
Boarding Activity Leader	22.34	23.02	23.46
Student Programs Coordinator	32.67	33.64	34.29
Information Technology * not presently in the Bargaining Unit			
IT Support Specialist	42.50	43.78	44.64
IT Technician	38.58	39.75	40.51
Network Administrator	42.50	43.78	44.64

July 1, 2027 to June 30, 2028

July 1, 2027 to June 30, 2028			
July 1, 2027 - Increase 3%			
Classification	Step 1	Step 2	Step 3
	100%	103%	105%
Administrative Support Services	1st-5 th	6-10 th	11+
Administrative Assistant	33.65	34.65	35.32
Admissions Assistant	34.47	35.51	36.19
Advancement & Community Engagement Coordinator	34.47	35.51	36.19
Communications Coordinator	43.80	45.10	45.99
Development Coordinator	48.25	49.70	50.66
Digital Communication & Graphic Design Specialist	48.25	49.70	50.66
Financial Analyst – Accounts Receivable	35.96	37.03	37.76
Financial Assistant - Accounts Payable	33.49	34.49	35.16
Marketing & Communications Coordinator	34.47	35.51	36.19
Receptionist- On Call	26.14	26.92	27.44
School Information System Specialist	40.90	42.13	42.94
TOC Coordinator	32.56	33.53	34.19
Educational Support Services			
Career & Post-Secondary Assistant	32.56	33.53	34.19
Early Childhood Education Assistant (w/o 2-yr diploma)	29.95	30.84	31.45
Early Childhood Educator - 2 yr. diploma	34.04	35.07	35.74
Educational Assistant	31.96	32.92	33.56
Library Assistant	29.60	30.49	31.08
STEM & Experiential Learning Program Assistant	43.78	45.09	45.98
Teacher's Aide	25.00	25.74	26.24
Facilities Services			
Facilities & Grounds Coordinator	35.01	36.06	36.75
Grounds Keeper	29.84	30.75	31.34
Landscaper	33.64	34.64	35.31
Maintenance Worker	29.84	30.75	31.34
Tradesperson	35.55	36.61	37.32
Ancillary Services			
Bus Driver	33.48	34.48	35.15
Bus Driver/Coordinator	37.31	38.42	39.17
Cook	28.73	29.60	30.17
Food Services Assistant	25.48	26.24	26.76
Laundry Worker	22.19	22.85	23.29
Prep Cook	0.00	0.00	0.00
Boarding Services			
Boarding Parent – Night	23.30	n/a	n/a
Boarding Parent -Day	30.58	31.51	32.11
Boarding Activity Leader	23.01	23.71	24.16
Student Programs Coordinator	33.65	34.65	35.32
Information Technology * not presently in the Bargaining Unit			
IT Support Specialist	43.78	45.09	45.98
IT Technician	39.74	40.94	41.73
Network Administrator	43.78	45.09	45.98

July 1, 2028 to June 30, 2029

July 1, 2028 to June 30, 2029			
July 1, 2028 - Increase 3%			
Classification	Step 1	Step 2	Step 3
	100%	103%	105%
Administrative Support Services	<i>1st-5th</i>	<i>6-10th</i>	<i>11+</i>
Administrative Assistant	34.66	35.69	36.38
Admissions Assistant	35.50	36.58	37.28
Advancement & Community Engagement Coordinator	35.50	36.58	37.28
Communications Coordinator	45.11	46.45	47.37
Development Coordinator	49.70	51.19	52.18
Digital Communication & Graphic Design Specialist	49.70	51.19	52.18
Financial Analyst – Accounts Receivable	37.04	38.14	38.89
Financial Assistant - Accounts Payable	34.49	35.52	36.21
Marketing & Communications Coordinator	35.50	36.58	37.28
Receptionist- On Call	26.92	27.73	28.26
School Information System Specialist	42.13	43.39	44.23
TOC Coordinator	33.54	34.54	35.22
Educational Support Services			
Career & Post-Secondary Assistant	33.54	34.54	35.22
Early Childhood Education Assistant (w/o 2-yr diploma)	30.85	31.77	32.39
Early Childhood Educator - 2 yr. diploma	35.06	36.12	36.81
Educational Assistant	32.92	33.91	34.57
Library Assistant	30.49	31.40	32.01
STEM & Experiential Learning Program Assistant	45.09	46.44	47.36
Teacher's Aide	25.75	26.51	27.03
Facilities Services			
Facilities & Grounds Coordinator	36.06	37.14	37.85
Grounds Keeper	30.74	31.67	32.28
Landscaper	34.65	35.68	36.37
Maintenance Worker	30.74	31.67	32.28
Tradesperson	36.62	37.71	38.44
Ancillary Services			
Bus Driver	34.48	35.51	36.20
Bus Driver/Coordinator	38.43	39.57	40.35
Cook	29.59	30.49	31.08
Food Services Assistant	26.24	27.03	27.56
Laundry Worker	22.86	23.54	23.99
Prep Cook	0.00	0.00	0.00
Boarding Services			
Boarding Parent – Night	24.00	n/a	n/a
Boarding Parent -Day	31.50	32.46	33.07
Boarding Activity Leader	23.70	24.42	24.88
Student Programs Coordinator	34.66	35.69	36.38
Information Technology * not presently in the Bargaining Unit			
IT Support Specialist	45.09	46.44	47.36
IT Technician	40.93	42.17	42.98
Network Administrator	45.09	46.44	47.36

July 1, 2029 to June 2030

July 1, 2029 to June 30, 2030			
July 1, 2029 - Increase 3%			
Classification	Step 1	Step 2	Step 3
	100%	103%	105%
Administrative Support Services	1st-5 th	6-10 th	11+
Administrative Assistant	35.70	36.76	37.47
Admissions Assistant	36.57	37.68	38.40
Advancement & Community Engagement Coordinator	36.57	37.68	38.40
Communications Coordinator	46.46	47.84	48.79
Development Coordinator	51.19	52.73	53.75
Digital Communication & Graphic Design Specialist	51.19	52.73	53.75
Financial Analyst – Accounts Receivable	38.15	39.28	40.06
Financial Assistant - Accounts Payable	35.52	36.59	37.30
Marketing & Communications Coordinator	36.57	37.68	38.40
Receptionist- On Call	27.73	28.56	29.11
School Information System Specialist	43.39	44.69	45.56
TOC Coordinator	34.55	35.58	36.28
Educational Support Services			
Career & Post-Secondary Assistant	34.55	35.58	36.28
Early Childhood Education Assistant (w/o 2-yr diploma)	31.78	32.72	33.36
Early Childhood Educator - 2 yr. diploma	36.11	37.20	37.91
Educational Assistant	33.91	34.93	35.61
Library Assistant	31.40	32.34	32.97
STEM & Experiential Learning Program Assistant	46.44	47.83	48.78
Teacher's Aide	26.52	27.31	27.84
Facilities Services			
Facilities & Grounds Coordinator	37.14	38.25	38.99
Grounds Keeper	31.66	32.62	33.25
Landscaper	35.69	36.75	37.46
Maintenance Worker	31.66	32.62	33.25
Tradesperson	37.72	38.84	39.59
Ancillary Services			
Bus Driver	35.51	36.58	37.29
Bus Driver/Coordinator	39.58	40.76	41.56
Cook	30.48	31.40	32.01
Food Services Assistant	27.03	27.84	28.39
Laundry Worker	23.55	24.25	24.71
Prep Cook	0.00	0.00	0.00
Boarding Services			
Boarding Parent – Night	24.72	n/a	n/a
Boarding Parent -Day	32.45	33.43	34.06
Boarding Activity Leader	24.41	25.15	25.63
Student Programs Coordinator	35.70	36.76	37.47
Information Technology * not presently in the Bargaining Unit			
IT Support Specialist	46.44	47.83	48.78
IT Technician	42.16	43.44	44.27
Network Administrator	46.44	47.83	48.78

July 1, 2030 to June 30, 2031

July 1, 2030 to June 30, 2031			
July 1, 2030 - Increase 3%			
Classification	Step 1	Step 2	Step 3
	100%	103%	105%
Administrative Support Services	1st-5 th	6-10 th	11+
Administrative Assistant	36.77	37.86	38.59
Admissions Assistant	37.67	38.81	39.55
Advancement & Community Engagement Coordinator	37.67	38.81	39.55
Communications Coordinator	47.85	49.28	50.25
Development Coordinator	52.73	54.31	55.36
Digital Communication & Graphic Design Specialist	52.73	54.31	55.36
Financial Analyst – Accounts Receivable	39.29	40.46	41.26
Financial Assistant - Accounts Payable	36.59	37.69	38.42
Marketing & Communications Coordinator	37.67	38.81	39.55
Receptionist- On Call	28.56	29.42	29.98
School Information System Specialist	44.69	46.03	46.93
TOC Coordinator	35.59	36.65	37.37
Educational Support Services			
Career & Post-Secondary Assistant	35.59	36.65	37.37
Early Childhood Education Assistant (w/o 2-yr diploma)	32.73	33.70	34.36
Early Childhood Educator - 2 yr. diploma	37.19	38.32	39.05
Educational Assistant	34.93	35.98	36.68
Library Assistant	32.34	33.31	33.96
STEM & Experiential Learning Program Assistant	47.83	49.26	50.24
Teacher's Aide	27.32	28.13	28.68
Facilities Services			
Facilities & Grounds Coordinator	38.25	39.40	40.16
Grounds Keeper	32.61	33.60	34.25
Landscaper	36.76	37.85	38.58
Maintenance Worker	32.61	33.60	34.25
Tradesperson	38.85	40.01	40.78
Ancillary Services			
Bus Driver	36.58	37.68	38.41
Bus Driver/Coordinator	40.77	41.98	42.81
Cook	31.39	32.34	32.97
Food Services Assistant	27.84	28.68	29.24
Laundry Worker	24.26	24.98	25.45
Prep Cook	0.00	0.00	0.00
Boarding Services			
Boarding Parent – Night	25.46	n/a	n/a
Boarding Parent -Day	33.42	34.43	35.08
Boarding Activity Leader	25.14	25.90	26.40
Student Programs Coordinator	36.77	37.86	38.59
Information Technology * not presently in the Bargaining Unit			
IT Support Specialist	47.83	49.26	50.24
IT Technician	43.42	44.74	45.60
Network Administrator	47.83	49.26	50.24

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

SCHEDULE B - STIPENDS

a) Instructional Leaders / Coordinators

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

b) First Aid Attendants

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

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

APPENDIX A - DEFINITIONS

“Auxiliary Employee” shall mean:

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

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

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

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

“Academic Year Support Staff” means any regular employee hired on an ongoing basis and appointed to a position of less than twelve months annually, who is laid off on a seasonal basis each year.

“Diploma Programme” refers to Grades 11 through 12.

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

“HOS” shall mean the Head of School of St. Margaret's School.

“Immediate Family Member” – a spouse, a common-law spouse, partner, fiancé, child, parent, sibling, guardian, former legal guardian, grandchild or grandparent of an employee, parent-in-law, sibling in law, child in law, or any family member who ordinarily resides with the employee, or any foster children who are in the care of the employee.

“Middle Years Programme” refers to Grades 6 through 10.

“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.

“Primary Years Programme” refers to Grades JK through to Grade 4.

“Regular Employee” means an employee with continuous permanent employment.

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

“SMS” or **“School”** shall mean St. Margaret's School.

“Support Staff” Administrative Support Services, Ancillary services, Educational Support Services, and Boarding Services.

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

“Union” shall mean the Professional Employees Association.

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

APPENDIX B - ON-CALL AND TEMPORARY EMPLOYEES

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

Article 5.04	Probation Period
Article 9.03	Reassignment of Employees in Receipt of Layoff Notice
Article 9.07	Temporary Appointments
Article 9.08	Restricted Certification
Article 10.01 4(a)	Paid time off for Regular Staff for Winter and Mid-Year Break
Article 10.01 4(b)	Paid time off for Regular Staff for Mid-Year Break
Article 10.02(a)	Posting of Work Schedule
Article 10.02(b)	Employer's Right to Change Shifts
Article 10.02(c) ii)	Employee Requested Shift Schedules
Article 10.02(c) iii)	Application of Seniority in the Assignment of Shifts
Article 10.02(c) iv)	Reduction in Hours
Article 10.01 5	Support Staff Call Out and Stand By
Article 10.04	Tutorial Staff
Article 12.02	Holiday Falling on a Day of Rest
Article 12.03(a)	Vacation Entitlement
Article 12.03(b)	Vacation Carry Over
Article 13	Personnel Benefits
Article 14.04	Entitlements Upon Return to Work
Article 14.05	SEB plan
Article 15	Leaves of Absence
Article 17	Maintenance of Benefits
Article 18.02	Professional and Career Development
Article 18.03	Professional Development Expenses
Article 22	Layoff, Recall and Severance
Article 26.06	Unplanned School Closure
Article 27	Deferred Salary Plan

The following provisions do not apply to temporary employees:

Article 5.04	Probation Period
Article 9.03	Reassignment of Employees in Receipt of Layoff Notice
Article 10.01 4(a)	Paid time off for Regular Staff for Winter and Mid-Year Break
Article 10.01 4(b)	Paid time off for Regular Staff for Mid-Year Break
Article 10.02(c) iv)	Reduction in Hours
Article 12.03(a)	Vacation Entitlement
Article 12.03(b)	Vacation Carry Over
Article 14.05	SEB plan
Article 22	Layoff, Recall and Severance
Article 27	Deferred Salary Plan

Letter of Agreement – Article 9.09 Restricted Certification

LETTER OF AGREEMENT

Between

St. Margaret's School

and the

Professional Employees Association

Regarding Interpretation of Language Relating to:

Article 9.09 Restricted Certification:

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

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

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

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

Agreed the 20th day of November, 2013.


Rhiannon Bray
Labour Relations Officer
Professional Employees Association


Cathy Thornicroft
Head of School
St. Margaret's School

Letter of Understanding – Transfer from Bargaining Unit to Excluded Positions

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

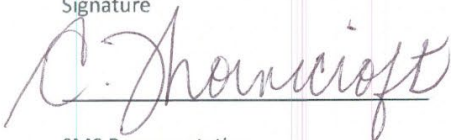
Re: Transfer from Bargaining Unit to Excluded Positions

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

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

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

Signature



SMS Representative

Date: July 5/13



PEA Representative

Date: July 3/13

Letter of Agreement – Boarding Parent Model

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

Re: Boarding Parent Model

A. Introduction

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

B. Terms

Boarding Parent titles and roles:

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

Boarding Parent Shifts

Boarding Parent Shifts

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

Day Shifts

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

Night Shift

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

Boarding Wages

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

Sick Leave

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

Agreed to changes

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

10.03 Support Staff Call Out and Standby

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

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

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

Agreed the 11 day of January 2023


Sharon Klein
Head of School
St. Margaret's School


Rhiannon Bray
Labour Relations Officer
Professional Employees Association

Letter of Agreement – Educational Assistant

LETTER OF AGREEMENT

between

St. Margaret's School

and the

Professional Employees Association

Re: Educational Assistants – Pay in Lieu of Vacation

A. Introduction

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

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

A. Terms

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

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

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

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

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

Agreed the 14 day of December 2022.



Sharon Klein
Head of School
St. Margaret's School



Rhiannon Bray
Labour Relations Officer
Professional Employees Association

Letter of Agreement – STEM & Experiential Learning Program Assistant

LETTER OF AGREEMENT

between

St. Margaret's School

and the

Professional Employees Association

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

A. Introduction

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

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

A. Terms

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

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

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

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

Agreed the 15 day of Feb, 2023.



Sharon Klein
Head of School
St. Margaret's School



Rhiannon Bray
Labour Relations Officer
Professional Employees Association

Letter of Agreement – Regular Seasonal Support Staff (Educational Assistant and STEM & Experiential Learning Program Assistant) Pay in lieu of Vacation

LETTER OF AGREEMENT

between

St. Margaret's School

and the

Professional Employees Association

Re: Regular Seasonal Support Staff (Educational Assistant and STEM & Experiential Learning Program Assistant) Pay in lieu of Vacation

A. Introduction

1. The parties recognize that St. Margaret's School values the contribution employees provide in helping the School achieve its objectives and in delivering exceptional service. Additionally, retention of employees in these positions is a priority of the School while ensuring that the regular seasonal support staff (Educational Assistant and STEM & Experiential Learning Program Assistant) are treated fairly and equitably.
2. The Educational Assistant Letter of Agreement dated December 14, 2022, and the STEM & Experiential Learning Program Assistant Letter of Agreement dated February 15, 2023, stated that these regular positions would be paid in lieu of vacation, the same as temporary Educational Assistants and temporary STEM & Experiential Learning Program Assistants and in accordance with Article 12.03 (c).
3. Article 12.03 (c) states: All temporary employees shall receive four (4%) of their total wages during the first four (4) calendar years of employment and six (6%) in their fifth year of employment and thereafter.
4. The School would like to address the oversight in the Letter of Agreements (noted in A 2 above), to recognize regular seasonal staff and reflect their years of service in their vacation percentage in lieu rate.
5. To address the regular staff who are paid in lieu of vacation, the following terms of agreement will apply for those regular seasonal Union members in the Educational Assistant and STEM & Experiential Learning Program Assistant positions.

B. Terms

1. Regular seasonal support staff (Educational Assistant and STEM & Experiential Learning Program Assistant) shall receive the following in lieu of vacation based on the table below. The increase in the in lieu of vacation percentage will occur on the Employees Anniversary Date, in accordance with Article 19.02, and will be pro-rated based on their annual FTE.

Years of Service	Vacation Percent in Lieu
0 – 2	4%
3 – 7	6%
8 – 14	8%
15 – 18	9%
19 +	10%

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2. The effective date of this change is August 29, 2023.
3. Any outstanding Vacation Percent in Lieu will be paid by December 15, 2023.

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

Agreed the 15th day of November 2023.



Sharon Klein
Head of School
St. Margaret's School



Rhiannon Bray
Labour Relations Officer
Professional Employees Association

Signature Page

Signed on behalf of PEA:

Signed on behalf of SMS:

Dated the ____ of ____.

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