

6th COLLECTIVE AGREEMENT

between

ST. MARGARET'S SCHOOL

and the

PROFESSIONAL EMPLOYEES ASSOCIATION



P | E | A

BC's Union for Professionals

Effective July 1, 2016 to June 30, 2021

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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 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 Association.
- (c) SMS and the Association 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 Definitions.

ARTICLE 2 ASSOCIATION RECOGNITION, RIGHTS & SECURITY

2.01 Bargaining Unit

The bargaining unit shall consist of all employees for whom the Association 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 Association") as the exclusive bargaining agent for all employees for whom the Association 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 Association. 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 Association positions. The Parties agree to:

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

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

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

(c) Kitchen and Laundry Work

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

2.02 Bulletin Boards

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

2.03 Recognition of Rights of Association Representatives

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

2.04 Time off for Association Business

- (a) Subject to operational requirements, SMS agrees to grant leave of absence with pay to Employees who are representatives of the Association on the Association 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 Association 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 Association 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 Association deems an alternate as necessary to the continuation of negotiations.
- (c) The Association agrees to furnish SMS with a list of designated Bargaining Committee members and to provide SMS with a list of the Association participants scheduled to participate in each negotiating session.
- (d) Should additional employees be required to attend negotiations for the purpose of providing information or advice, leave of absence without pay may be granted, subject to operational requirements.
- (e) SMS recognizes that the Association's Chapter Chairperson's duties may require the ability to have occasional time off to attend to Association 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 Association Executive meetings, and the Association's convention without pay.
- (f) Subject to operational requirements, SMS agrees to allow time off for additional members to attend the Association'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 Association shall be without pay.
- (h) Leave of absence without pay may be granted to designated representatives of the Association to transact Association business which cannot be accommodated within the provisions of a) through g), inclusive. The Association will provide reasonable notice of

any request pursuant to this section. Such requests will normally be granted and shall not be unreasonable 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 Association shall reimburse SMS for such salary and benefit costs.

2.05 Access to Worksite

- (a) Association 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) Association 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. Association officials shall sign in with the front office and wear a visitor name tag.
- (c) The Association agrees that its Association Officials will conduct Association 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

Every employee appointed to a position within the bargaining unit shall become and remain a member of the Association as a condition of employment, except those employees on staff at the time of certification who chose not to become Association members.

2.08 Dues Deduction

- (a) Every employee in the bargaining unit, including those who have chosen not to become Association members as referenced in Article 2.07, shall, as a condition of continuing employment, authorize deduction from the employee's monthly salary, of Association

dues and fees and shall pay such dues and fees to the Association. On receipt of an employee's written authorization, SMS agrees to deduct monthly from the salary of each employee, membership dues in the Association in the amount specified by the Association and to forward to the Association the total amount of such dues or fees collected.

- (b) SMS agrees to provide a monthly list of employees for whom deductions were made in that month, together with a supplementary list of those employees within the bargaining unit for whom a deduction was not made.
- (c) SMS shall indicate on the staff member's Statement of Remuneration Paid (T4) the eligible deductions paid to the Association, subject to the provisions of the Income Tax Act and applicable regulations as periodically revised.

ARTICLE 3 SCHOOL'S RIGHTS

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

ARTICLE 4 GRIEVANCES AND ARBITRATION

4.01 Introduction

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

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

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

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

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

4.02 First Step

The grievance shall first be taken up verbally with the employee's immediate supervisor. 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 Association, 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 griever and one or more representatives of SMS and the Association 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 Association 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 an Association 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 Staff Officer and local representative of the Association within fourteen (14) days of receipt of the grievance. The HOS shall submit a written reply within fourteen (14) days of the meeting.

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

Parties agree to the following list of arbitrators for adjudication of disputes:

Vince Ready
Joan Gordon
John Kinzie
Irene Holden

In the event that individuals named above are not available, 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. In the case of a decision which must be forwarded by mail, the date of posting as indicated by the post mark shall constitute the date of reply for the purpose of this Article, except during a postal strike or immediately prior to an anticipated strike, where personal service is required.

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 Association 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 a local representative of his/her choosing present and shall be told of this right prior to any discipline meeting. A local representative subject to discipline shall have the right to have an Association Representative present in any discipline meeting.

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 Association, 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 Termination During Probation

(a) Every employee shall serve a trial period of employment for SMS to determine the Employee's suitability in the performance of the employee's job. The probationary period

shall be six (6) months for support staff, and one school year for tutorial staff.

- (b) SMS and the Association 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 Association 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.

5.06 On-Call Availability

- (a) This clause applies to on-call employees. An on-call employee is required to be available for contact by the Employer during a two-hour period daily known as the call in period. The Employer will establish the call in period for each job classification. The employee will provide a telephone number to the School for the purpose of call in.
- (b) The Employer will call employees, at the number provided by the employees, in order of seniority, during the call in period to offer work as available. The Employer will permit at least seven (7) rings before disconnecting. If an employee does not answer the call, the Employer will wait five (5) minutes for the employee to contact the School.
- (c) If the employee does not contact the School within five (5) minutes, or if the employee declines the offer of work, the Employer will record the employee as being unavailable for work. Upon recording the unavailability, the Employer will advise the employee in writing of the record.
- (d) Upon the third and subsequent notices of unavailability, the Employer will provide a copy of the notice to the Union.
- (e) An employee who is unavailable or refuses work on five (5) occasions in a 12 month period will lose all accrued auxiliary seniority and will have no further right to call-in.
- (f) An employee 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.

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, and other SMS staff who 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.
- (b) During normal working hours, and in the presence of the Head of School or designate, every employee has the right of access to his/her own personnel file by appointment, but within one working day of such request.

6.02 Documents on File

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

6.03 Removal of Documents

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

6.04 No Reliance on Undisclosed Record

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

ARTICLE 7 PERFORMANCE DEVELOPMENT

7.01 Performance Appraisal

- (a) The Association agrees that SMS has the responsibility and the right to appraise the performance of employees. Performance appraisals shall be conducted for all employees at least every three (3) years.
- (b) The employee shall sign the appraisal indicating either acceptance of, or disagreement with, the appraisal. If the employee signs indicating disagreement, the employee has the right to amplify the reasons for the disagreement; such amplification shall be attached to,

and become part of, the appraisal.

7.02 Performance Development System

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

ARTICLE 8 SENIORITY

8.01 Seniority Defined

(a) Seniority shall be defined as follows:

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

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

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

“Regular seniority” is the length of continuous service in the employment of SMS as a regular employee. Service seniority for part-time employees shall be pro-rated on the basis of the percentage of full-time equivalency (FTE), per Article 10 Hours of Work, of the position.

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

- (f) At the time when an auxiliary employee becomes a regular employee, she/he will have time worked as an auxiliary employee credited to her/his regular seniority.
- (g) Scheduling of shifts pursuant to Article 10.05 – Auxiliary Work Employees who work in the School's ESL orientation programs shall have such work credited to their seniority, however in no case will an employee accrue more than one year's seniority in any 12 month period.

ARTICLE 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, skills, knowledge and experience. These factors shall be applied consistently within each classification.

9.02 Assignments

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

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

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

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

Employees who have unsuccessfully applied for assignments will receive an explanation for the decision upon request.

9.03 Reassignment of Employees in Receipt of Layoff Notice

Consistent with Clause 9.01, the Employer will determine if an employee about to be laid off

has the appropriate qualifications to be placed in a vacancy before it is posted. If two or more such employees in receipt of layoff notice have relatively equal qualifications the position will be awarded to the employee having greater seniority.

9.04 Position Postings

- (a) In cases other than those anticipated in 9.03 above, position vacancies where the anticipated term of employment is greater than three (3) months shall be posted internally for a minimum of five (5) working days when school is in session, or ten (10) days during school closure.
- (b) The appearance of advertisements outside of the SMS premises (should the Employer deem outside advertising advisable) shall not be in advance of the internal posting. The notice of position posting shall identify the duties and responsibilities of the position, the qualification requirements, the classification, length of appointment when applicable, salary or wage rate, and work schedule. A copy of the posting notice shall be sent to the Association at the time of posting. The PEA shall be advised of all appointments to non-posted positions prior to the positions being filled.
- (c) Where a position is posted, the Employer will display the posting on the SMS web site for access by interested internal applicants.
- (d) In the case of summer work under the direction of the Employer and within PEA jurisdiction, planned position vacancies shall be posted for five (5) days and by June 1 whenever possible.
- (e) All referenced postings shall be posted in Junior Building, Senior Building, the administration area, in residence and the kitchen.

9.05 Qualified Applicants

Position vacancies shall be filled with the best-qualified applicants having regard to the necessary position-related knowledge, skills and abilities for the position as prime consideration. Where qualifications are equal, the position shall be awarded to the internal candidate.

The employer agrees that the school will interview, within reason, all qualified staff members who apply for posted positions and assignments.

9.06 Equal Qualifications

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

9.07 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 her regular rate of pay and shall maintain her 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 her 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, she shall return to her previous assignment. Where the assignment no longer exists, she shall return to a comparable position.

9.08 Temporary Appointments

Temporary appointments shall be limited to two (2) years except when the appointment is to replace an employee on disability leave exceeding two years. In any such circumstances, extensions may be requested by the Employer. Such consent shall not be unreasonably denied.

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.

9.10 Residence Staff Requirements

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

All persons employed in Residence, including on call staff, require Red Cross Standard

First Aid CPR-C and AED Level C to provide basic medical provisions for students.

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

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

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

ARTICLE 10 HOURS OF WORK

10.01 Support Staff

- (a) Hours of work for a full time employee are 37.5 hours per week. Employees shall be entitled to two (2) consecutive days of rest off unless non-consecutive days are requested and mutually agreed upon.
- (b) Employees working a full day are entitled to a lunch and dinner period of thirty (30) minutes and two (2) fifteen (15) minute rest breaks, one in the morning and one in the afternoon. The lunch period shall be unpaid time but the rest breaks shall be considered part of the work day.
- (c) Support staff employees may be requested to work overtime beyond the 7.5 hour day, or 37.5 hour week. The acceptance of such work shall be voluntary.
 - i) For any hours worked beyond 7.5 hours in one day, or 37.5 hours in a week, the staff member shall receive 1.5 times the hourly rate to which they were entitled at the time;
 - ii) For any hours worked beyond 11 hours in one day, or 48 hours in a week, the staff member shall receive 2.0 times the hourly rate to which they were entitled at the time;
 - iii) Any overtime earned by an employee shall be paid out, or shall be taken as time off in lieu. If the time off cannot be arranged by mutual consent, any unused credit at fiscal year's end (June 30th) shall be paid out.
- (d) All regular support staff, including residence staff, kitchen staff and laundry staff, will receive paid time off during Christmas break, to begin noon December 24, returning to work January 2.
- (e) Mid-year break: support staff, including kitchen and laundry staff, will receive one day

paid time off to coincide with tutorial staff's mid-year break. In the event staff are unable to be scheduled off work during the mid-year break they shall be entitled to bank such paid time off to be taken at a time that is mutually agreed upon between the Employer and the employee concerned.

- (f) Support Staff may voluntarily undertake extra-curricular work and shall be paid a stipend for that work.

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
- 1) 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.
 - 2) Regular kitchen staff working statutory holidays shall be paid for time worked as per article 12.01(c).
 - 3) Regular kitchen staff working statutory holidays shall be eligible for statutory holiday pay as per article 12.

Scheduling of Shifts After Lay-Off:

- 4) 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.

- 5) St. Margaret's will determine the work hours schedule for the first week of recall. After that, employees will resume their normal work schedules.
- 6) The provisions of Article 10 will apply
- 7) Kitchen staff may decline the provisions in 4) above and elect to be recalled to their normal shift prior to layoff.

10.03 Support Staff Call Out and Standby

- (a) Staff members who are called out to work during normal off-duty periods shall be provided overtime pay at the rate of one and one-half times (1.5) their normal hourly rate of pay for all time worked, with a minimum of three (3) hours pay for each callout. For calls during an employee's paid holiday time, or on statutory holidays, the applicable rate shall be two (2) times the employee's normal hourly rate of pay, with a minimum of three (3) hours pay for each callout.
- (b) If a subsequent callout occurs within a three (3) hour period from the beginning of the initial callout, no further callout minimum will be credited, however, the employee will be paid for actual hours worked that may extend beyond the end of the three (3) hour period. All such payment will be at the applicable overtime rate.
- (c) Employees whose job function requires them occasionally to stand by to be called to duty under conditions which restrict normal off-duty activities shall be entitled to have this requirement taken into consideration in establishing their work schedule. If reasonable accommodation cannot be made in this way the employees shall be entitled to one dollar and twenty-five cents (\$1.25) 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 Resident Parent. However, in recognition that there may be occasions when the Resident Parent may be required to carry out their duties at a time when they would ordinarily be sleeping, they shall receive a bonus of 10% of their Annual Stipend, to be paid on the last pay period of the school year. The Resident Parent may, however, choose to receive an additional 6 vacation days in lieu of the bonus. This bonus will be pro-rated for employees who do not work an entire school year.

10.04 Tutorial Staff

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

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

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

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

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

August Orientation positions will be canvassed in the following order:

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

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

- August Orientation Teacher
- SMS Orientation Coordinator

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

- A three (3) week Christmas break
- A two (2) week Spring break
- A non-instructional day

A one (1) day mid-year break

(e) Expected Activities

All teachers will participate in expected activities as defined below:

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

- Carol Service
- Closing Ceremonies
- Meet the Teacher Night
- Open House (two per school year)
- Parent-teacher Interviews
- Student-led Conferences

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

- a) Duty assignments will be carried out on the following basis:

Foundation Years Teachers and Middle Years Teachers will do a maximum of one (1) ½-hour duty per week and one (1) duty sub rotation per year.

Senior Years Teachers will perform Lunch duty, to a maximum of two (2) ½-hour duties per month.

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

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

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

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

- c) 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.

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

(f) Curricular and Preparation Workload

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: 17.5/4.5.
- ii) Part-time teachers will receive paid preparation time for classroom instruction pro-rated according to their FTE status.
- iii) Curricular and preparation time is time that tutorial staff members are available to the School.
- iv) Subject to the operational requirements of the Employer, curricular time includes the following academic assignments which do not have preparation time applied:

Fine Arts (1.5 hours)

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

ESL Orientation

- August Orientation – 44 hours pay for 2 weeks orientation
- August Orientation Coordinator – 75 hours pay for 3 weeks orientation

Instructional Leaders (2.5 hours)

- No fewer than 8 Instructional Leaders (see Schedule B)

Coordinators (see Schedule B)

Tutorial Support (2 hours)

Res Prep
SAT/TOEFL
Tech Support
Tutor Coordinator/Liaison (1.5 hours)
Career Fair (1 hour)

(g) Teacher On Call (TOC) Coverage

Tutorial staff will be on standby for 2 hours per week and will undertake (on average) 0.5 hours per week of TOC duty. On an annual basis tutorial staff will undertake no more than 20 hours of TOC duty unless a teacher agrees to exceed this amount. However tutorial staff already working a 1.0 FTE may not work more than 20 TOC hours per year.

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

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

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

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

(h) Extra-Curricular Activities

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 Terms of Reference for the committee will include:

- Encouraging extra-curricular activity suggestions from all employees and

students.

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

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

- ii) A teacher is permitted to do a maximum of three (3) hours of extra-curricular work per week, or to forego extra-curricular work in favour of curricular assignments, not to exceed 1.00 FTE per staff member.
- iii) In April of every odd year the extra-curricular activity assignments will come up for possible redistribution, thus opening up and encouraging new entrants.
- iv) Existing tutorial staff (staff hired prior to June 30, 2013) undertaking extra-curricular activities over the three (3) hours per week maximum will be remunerated on the stipend basis.
- v) Assignment of extra-curricular work

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

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

senior applicant.

- vii) 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.
- viii) A list of all extra-curricular activity assignments will be posted at the beginning of the school year for review by staff members. Questions regarding placement into extra-curricular activity assignments shall be reviewed by the committee. Unresolved issues between the parties regarding extra-curricular activities shall be referred to a process of expedited arbitration.
- ix) In the event that there is insufficient extra-curricular activities to align with needs and capacity, by agreement, tutorial staff could be assigned Supervision in order to fulfill the requirement.
- x) New tutorial staff (tutorial staff hired after July 1, 2013) will be required to work 1 extra-curricular activity per year and will be paid a stipend for the extra-curricular work and such requirement will be transparent in the job posting and selection process.

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

10.05 Auxiliary Work

Auxiliary Hours

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

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

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

- (b) A full list of planned summer jobs within the PEA jurisdiction will be provided to the PEA by June 1 each year. Jobs which are not planned which become operationally necessary will be provided as soon as possible thereafter.
- (c) Notwithstanding (a) above the parties agree that individual teachers may continue to express up to two (2) preferences as to which qualified TOCs should be called to replace them when they are temporarily absent and the Employer will endeavour to accommodate such requests.
- (d) Notwithstanding (a) above, in the event a TOC is already scheduled to work and is immediately available the TOC may be requested to continue working.
- (e) If the preferred TOC is not available, or a TOC is not immediately available as contemplated in (d) above, then the Employer will offer such work in accordance with Article 5.06.

10.06 Residence Operations

Based on the operational needs of the School, the employment period for Residence Staff employed shall be determined by those dates during the fiscal year when staff must be available for in service / training, or prepare for or provide supervision of boarding students, which includes August Orientation, Outweek and the welcoming or departure of students for Christmas, Spring and Summer Breaks.

During Outweek, Residence Staff shall either be available to participate in these Outweek activities, cover the reduced residence shifts as needed, or take a leave without pay.

Work schedules for all Residence 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.

The Resident Parent may work up to 0.50 FTE in other PEA bargaining unit work (in a manner that complies with the Collective Agreement), in addition to the regular Resident 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.

The Resident Parent may voluntarily participate in Article 10.04(h) Extra-Curricular Activities.

Residence Parents will be entitled to a flexible start time of 0.5 hours. The time earned will be used to voluntarily attend school-related meetings outside hours of work. Unused earned time shall not be paid out.

10.07 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 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.

10.08 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 11 OUTWEEK PROGRAM/STAFF TRAVEL

11.01 Outweek Participation

- (a) The Parties agree that involvement in Outweek Education Programs is strongly encouraged, but participation is voluntary for all staff members with the exception noted in (d) below.
- (b) Teachers may:
 - i) Design and participate in an Outweek activity, to be approved by SMS, or;
 - ii) Participate in another approved Outweek activity of the employee's choice where operationally viable, or;
 - iii) Be assigned to an Outweek activity (other than Strathcona).
- (c) Failing sufficient voluntary staff for any approved Outweek activity which has sufficient enrolment, SMS may assign teachers uncommitted for the week. Such assignments shall

be in reverse order of seniority to fulfill operational requirements.

- (d) Notwithstanding the above, an employee may choose to be placed on leave of absence without pay for the period of Outweek.
- (e) Staff participating in Outweek activities will be paid at a full 1.0 FTE for the period of time they are working.

11.02 Extended Activities and Excursions

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

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

Residence/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
- 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

To be eligible for statutory holiday pay an employee must:

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

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

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

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

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

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

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

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

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

(c) Employees required to work on a statutory holiday shall be paid 1½ times their regular

wage for the time worked up to 11 hours each day, and double time for any time worked over 11 hours.

- (d) Residence 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 Employees Anniversary Date, and will be pro-rated based on their annual FTE.

Years of Service	Days of Vacation
0 – 3	10 days
4 – 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

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 Association 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 Medical Insurance

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

13.03 Dental Plan

SMS shall contribute 100% of the premiums of the dental plan for all regular full-time employees. Part-time employees working at least twenty (20) hours per week (support staff), or .53 FTE (teachers) shall be eligible for the dental plan. Employees may extend the basic coverage to include couples or families by paying 100% of the additional premium costs.

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

13.04 Group Life Plan

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

13.05 Short Term Illness and Injury Program (STIIP)

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

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

13.06 Long Term Disability

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

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

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

13.08 Pension Plan Participation And Contributions (Regular Part-Time)

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

ARTICLE 14 MATERNITY, PARENTAL AND ADOPTION LEAVE

14.01 Maternity Leave

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

14.02 Parental Leave

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

(b) Maternity Leave Supplemental Benefit

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

- i) 85% of the employee's current salary for the first two (2) weeks 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.

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

When an employee takes a Parental Leave pursuant to the Article 14.02 or Adoption Leave pursuant to Clause 14.03 the School shall pay the employee:

- i) 75% of the current salary of the employee for the first two weeks of such leave except where the employee is in receipt of EI benefits for that period, and where the employee is entitled to receive EI parental benefits;
- ii) 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.

- (d) Maximum combined Maternity and Parental Leave SEB Plan entitlement is fifty-two (52) weeks.

ARTICLE 15 LEAVES OF ABSENCE

15.01 Leave Entitlement

- (a) An employee shall be entitled to a total of five (5) days per death without loss of pay or benefits as bereavement leave in the case of death of an immediate family member. An employee shall be entitled up to one (1) day leave without loss of pay to attend funerals.
- (b) An employee may request additional leave without pay to attend to personal emergencies. Approval shall not unreasonably be withheld. In all cases involving leave, an employee must provide to the employee's immediate supervisor a written notice of the type of leave and its duration before taking the leave, or as soon thereafter as is

reasonably possible.

15.02 Leave for Court Appearances

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

15.03 General Leave

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

15.04 General Provisions

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

15.05 Compassionate Care Leave

As a result of and consistent with the Compassionate Care Leave section from the BC Employment Standards Act, employees are entitled to take up to 8 weeks unpaid leave to care for seriously ill family members who are at significant risk of death within 26 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.

ARTICLE 16 SICK LEAVE

16.01 Sick Leave

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

Effective July 1, 2019, regular full-time employees will earn 1.5 days per month worked (prorated for part time employees).

- (b) Any unused sick leave can be carried forward to the following fiscal year, to a maximum of twenty-four (24) days.
- (c) There is no cash value to unused sick leave credits.
- (d) Employees may use sick leave to care for a family member.
- (e) Any days during which the employee has been absent with full pay for reasons of illness, disability, quarantine, or non-work related accident shall be charged against any sick leave accumulated by the employee.
- (f) Employees may be required to provide an acceptable medical certificate in relation to any absence due to illness.
- (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 charged against any sick leave accumulated by the employee.
- (h) Where an employee is on full-time sick leave, SMS shall endeavour to accommodate the employee 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 proportionately for the portion of time worked. Deduction of sick leave shall be made proportionately for the time not

worked.

- (j) A record of all unused sick leave will be kept by SMS. SMS shall advise each Employee of his or her accumulated sick leave on each pay statement.

16.02 Doctor's Certificate of Inability to Work

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

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

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

16.03 Employee to Inform SMS

The employee shall inform SMS as soon as possible of his/her 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

All staff in positions of anticipated yearly lay-off shall have the option of having MSP, Extended Health, and the Dental Plan benefit payments/costs deducted on a pro-rated basis throughout the year to facilitate benefit continuance for periods of anticipated layoff. Such continuance shall be subject to the benefit carriers' approval.

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.

For leaves taken pursuant to Articles 14.01, 14.02, and 14.03, and when an employee is on weekly indemnity as per article 13.05, provided the employee pays his/her 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.

Notwithstanding the above paragraph, should an employee be deemed to have resigned, SMS will recover monies pursuant to this clause.

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

ARTICLE 18 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 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 the annual professional development day to align with 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 Anniversary Date

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

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 Association.

ARTICLE 21 JOINT STANDING COMMITTEE

21.01 Structure

- (a) SMS and the Association 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 Association. SMS and the Association shall alternate in presiding over meetings.

21.02 Jurisdiction

- (a) This Committee shall meet at the request of either SMS or the Association. 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 Association and SMS and shall not have the power to bind either the Association 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 Association 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 Association, 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, a support employee may opt to resign and accept severance pay in addition to the amount stated in Article 22.01 as follows:

- (a) For service of less than one (1) year, no payment.
- (b) For service beyond one (1) year, one week of severance for each full year of service to a maximum of four weeks' severance.

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

ARTICLE 23 ACTING PAY

- (a) When a support employee is required to perform the duties of a senior position for one (1) day or more, the employee shall receive, while so employed, a premium of \$1.25 per hour.
- (b) When a teacher fills in for the Instructional Leaders / Coordinators for a period of longer than one week, the teacher will receive the equivalent of the percentage of the Stipend for that period of time.

ARTICLE 24 TERMS OF AGREEMENT

24.01 Term

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

24.02 Notice to Bargain

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

24.03 Change in Agreement

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

24.04 Legislative Change

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

ARTICLE 25 ORGANIZATIONAL CHANGE

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

ARTICLE 26 WORKPLACE SAFETY

26.01 General

The Association 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 Association 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 Association will work cooperatively to resolve these situations quickly.

26.05 Pregnant Staff Member

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

ARTICLE 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

Wage rates will be adjusted as follows:

Effective Dates	Wage Increases
July 1, 2016	0.5 %
July 1, 2017	1.0 %
July 1, 2018	1.0 %
July 1, 2019	2.0 %
July 1, 2020	2.5 %

Teacher on Call (TOC) Rate

July 1, 2016	July 1, 2017	July 1, 2018	July 1, 2019	July 1, 2020
\$ 45.63	\$ 46.08	\$ 46.54	\$ 47.47	\$ 48.66

Tutorial Staff

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

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

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

Teachers Salary Grids:

July 1, 2016 – June 30, 2017

Level	Category		
	4	5	6
1	44,588	48,786	53,854
2	46,680	51,145	56,455
3	48,777	53,506	59,022
4	50,870	55,867	61,591
5	52,964	58,185	64,155
6	55,057	60,503	66,723
7	57,128	62,824	69,287
8	59,185	65,144	71,856
9	61,245	67,466	74,422
10	63,300	69,784	76,991
11	65,359	72,105	79,555

July 1, 2017 – June 30, 2018

Level	Category		
	4	5	6
1	45,034	49,273	54,393
2	47,147	51,656	57,020
3	49,265	54,041	59,612
4	51,379	56,426	62,207
5	53,493	58,767	64,797
6	55,607	61,108	67,390
7	57,699	63,452	69,980
8	59,777	65,795	72,574
9	61,857	68,147	75,166
10	63,933	70,481	77,761
11	66,013	72,826	80,350

July 1, 2018 – June 30, 2019

Level	Category		
	4	5	6
1	45,484	49,766	54,937
2	47,619	52,173	57,590
3	49,757	54,581	60,208
4	51,893	56,990	62,829
5	54,028	59,355	65,445
6	56,163	61,719	68,064
7	58,276	64,086	70,680
8	60,375	66,453	73,300
9	62,476	68,822	75,918
10	64,572	71,186	78,538
11	66,673	73,554	81,154

July 1, 2019 – June 30, 2020

Level	Category		
	4	5	6
1	46,394	50,761	56,036
2	48,571	53,216	58,742
3	50,752	55,673	61,412
4	52,931	58,130	64,086
5	55,109	60,542	66,754
6	57,287	62,954	69,425
7	59,442	65,368	72,093
8	61,582	67,782	74,766
9	63,725	70,199	77,436
10	65,864	72,610	80,109
11	68,007	75,025	82,777

July 1, 2020 – June 30, 2021

Level	Category		
	4	5	6
1	47,554	52,030	57,436
2	49,785	54,547	60,210
3	52,021	57,064	62,947
4	54,254	59,583	65,688
5	56,486	62,055	68,423
6	58,719	64,528	71,161
7	60,928	67,002	73,896
8	63,122	69,477	76,635
9	65,318	71,954	79,372
10	67,510	74,425	82,112
11	69,707	76,901	84,846

Support Staff Wages

Experience, Recognition and Long Service Incentive:

- a) Initial Year of Employment 95% of salary grid
- b) Year 2 – 5 inclusive 100% of salary grid
- c) Years 6-10 inclusive 103% of salary grid
- d) Years 11 plus 105% of salary grid

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

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

July 1, 2016 – June 30, 2017

Classification	Hourly Rate			
	95%	100%	103%	105%
Administrative Support Services	<i>1st</i>	<i>2-5th</i>	<i>6-10th</i>	<i>11+</i>
Administrative Assistant	23.58	24.83	25.57	26.07
Clerical - On Call	18.29	19.25	19.83	20.21
TOC Coordinator	22.82	24.02	24.74	25.22
Receptionist	21.08	22.19	22.86	23.30
Financial Analyst – Accounts Receivable	23.47	24.70	25.44	25.94
Financial Assistant - Accounts Payable	23.47	24.70	25.44	25.94
IT Support Specialist	30.76	32.38	33.35	34.00
IT Technician	27.90	29.37	30.25	30.84

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Network Administrator	30.76	32.38	33.35	34.00
Student Information System Coordinator	23.58	24.82	25.57	26.06
Admissions Assistant	24.17	25.44	26.20	26.71
Advancement Assistant	24.17	25.44	26.20	26.71
Communications Coordinator	30.76	32.38	33.35	34.00
Development Coordinator	33.92	35.71	36.78	37.49
Marketing & Communications Assistant	24.17	25.44	26.20	26.71
External Programs Coordinator	23.58	24.83	25.57	26.07
Educational Support Services				
Educational Assistant	22.40	23.58	24.29	24.76
Early Childhood Education Assistant (<i>w/o 2-yr diploma</i>)	17.48	18.40	18.95	19.32
Early Childhood Educator - 2 yr. diploma	21.24	22.36	23.03	23.48
Early Childhood Education Coordinator	25.26	26.59	27.39	27.92
Library Assistant	20.72	21.81	22.46	22.90
Science Lab Assistant	14.04	14.78	15.22	15.52
Career & Post-Secondary Assistant	22.82	24.02	24.74	25.22
Athletics Coordinator	26.18	27.56	28.38	28.93
Facilities Services				
Grounds Keeper	20.90	22.00	22.66	23.10
Landscaper	23.58	24.82	25.56	26.06
Maintenance Coordinator	24.54	25.84	26.61	27.13
Maintenance Worker	20.90	22.00	22.66	23.10
Tradesperson	24.93	26.25	27.03	27.56
Ancillary Services				
Bus Driver	18.14	19.10	19.67	20.05
Bus Driver/Coordinator	21.48	22.61	23.29	23.74
Lead Cook	22.40	23.58	24.29	24.76
Cook	18.37	19.34	19.92	20.30
Kitchen Float	16.06	16.91	17.41	17.75
Kitchen Helper	14.67	15.45	15.91	16.22
Laundry Worker	14.67	15.45	15.91	16.22
Store Clerk	22.71	23.90	24.62	25.10
Residence Services				
Resident Parent – Annual Stipend		14,351		
Resident Parent – Annual Bonus		1,435		
Residence Lead Parent – Weekday	21.42	22.55	23.23	23.68
Residence Lead Parent – Weekend	21.42	22.55	23.23	23.68
Residence Float	21.42	22.55	23.23	23.68
Residence Relief Parent	21.42	22.55	23.23	23.68
Residence Activity Coordinator	21.42	22.55	23.23	23.68
Residence Activity Leader	16.07	16.91	17.42	17.76

Professional Employees Association and St. Margaret's School

July 1, 2017 – June 30, 2018

Classification	Hourly Rate			
	95%	100%	103%	105%
	<i>1st</i>	<i>2-5th</i>	<i>6-10th</i>	<i>11+</i>
Administrative Support Services				
Administrative Assistant	23.82	25.07	25.83	26.33
Clerical - On Call	18.47	19.44	20.02	20.41
TOC Coordinator	23.05	24.26	24.99	25.47
Receptionist	21.29	22.42	23.09	23.54
Financial Analyst – Accounts Receivable	23.70	24.95	25.70	26.20
Financial Assistant - Accounts Payable	23.70	24.95	25.70	26.20
IT Support Specialist	31.07	32.70	33.68	34.34
IT Technician	28.18	29.66	30.55	31.15
Network Administrator	31.07	32.70	33.68	34.34
Student Information System Coordinator	23.82	25.07	25.82	26.33
Admissions Assistant	24.41	25.69	26.46	26.98
Advancement Assistant	24.41	25.69	26.46	26.98
Communications Coordinator	31.07	32.70	33.68	34.34
Development Coordinator	34.26	36.06	37.15	37.87
Marketing & Communications Assistant	24.41	25.69	26.46	26.98
External Programs Coordinator	23.82	25.07	25.83	26.33
Educational Support Services				
Educational Assistant	22.62	23.81	24.53	25.00
Early Childhood Education Assistant (<i>w/o 2-yr diploma</i>)	17.65	18.58	19.14	19.51
Early Childhood Educator - 2 yr. diploma	21.45	22.58	23.26	23.71
Early Childhood Education Coordinator	25.52	26.86	27.67	28.20
Library Assistant	20.92	22.02	22.68	23.13
Science Lab Assistant	14.18	14.93	15.37	15.67
Career & Post-Secondary Assistant	23.05	24.26	24.99	25.47
Athletics Coordinator	26.44	27.83	28.67	29.22
Facilities Services				
Grounds Keeper	21.11	22.22	22.89	23.33
Landscaper	23.81	25.07	25.82	26.32
Maintenance Coordinator	24.79	26.10	26.88	27.40
Maintenance Worker	21.11	22.22	22.89	23.33
Tradesperson	25.18	26.51	27.30	27.83
Ancillary Services				
Bus Driver	18.32	19.29	19.86	20.25
Bus Driver/Coordinator	21.70	22.84	23.52	23.98
Lead Cook	22.62	23.81	24.53	25.01
Cook	18.55	19.53	20.12	20.51
Kitchen Float	16.22	17.07	17.59	17.93
Kitchen Helper	14.82	15.60	16.07	16.38
Laundry Worker	14.82	15.60	16.07	16.38

Professional Employees Association and St. Margaret's School

Store Clerk	22.71	23.90	24.62	25.10
Residence Services				
Resident Parent – Annual Stipend		14,495		
Resident Parent – Annual Bonus		1,449		
Residence Lead Parent – Weekday	21.64	22.78	23.46	23.92
Residence Lead Parent – Weekend	21.64	22.78	23.46	23.92
Residence Float	21.64	22.78	23.46	23.92
Residence Relief Parent	21.64	22.78	23.46	23.92
Residence Activity Coordinator	21.64	22.78	23.46	23.92
Residence Activity Leader	16.23	17.08	17.60	17.94

July 1, 2018 – June 30, 2019

Classification	Hourly Rate			
	95%	100%	103%	105%
Administrative Support Services	<i>1st</i>	<i>2-5th</i>	<i>6-10th</i>	<i>11+</i>
Administrative Assistant	24.06	25.33	26.09	26.59
Clerical - On Call	18.65	19.64	20.22	20.62
TOC Coordinator	23.28	24.50	25.24	25.73
Receptionist	21.51	22.64	23.32	23.77
Financial Analyst – Accounts Receivable	23.94	25.20	25.96	26.46
Financial Assistant - Accounts Payable	23.94	25.20	25.96	26.46
IT Support Specialist	31.38	33.03	34.02	34.68
IT Technician	28.46	29.96	30.86	31.46
Network Administrator	31.38	33.03	34.02	34.68
Student Information System Coordinator	24.06	25.32	26.08	26.59
Admissions Assistant	24.65	25.95	26.73	27.25
Advancement Assistant	24.65	25.95	26.73	27.25
Communications Coordinator	31.38	33.03	34.02	34.68
Development Coordinator	34.60	36.42	37.52	38.25
Marketing & Communications Assistant	24.65	25.95	26.73	27.25
External Programs Coordinator	24.06	25.33	26.09	26.59
Educational Support Services				
Educational Assistant	22.85	24.05	24.77	25.25
Early Childhood Education Assistant (<i>w/o 2-yr diploma</i>)	17.83	18.77	19.33	19.71
Early Childhood Educator - 2 yr. diploma	21.67	22.81	23.49	23.95
Early Childhood Education Coordinator	25.77	27.13	27.94	28.49
Library Assistant	21.13	22.24	22.91	23.36
Science Lab Assistant	14.32	15.07	15.53	15.83
Career & Post-Secondary Assistant	23.28	24.50	25.24	25.73
Athletics Coordinator	26.70	28.11	28.95	29.52
Facilities Services				
Grounds Keeper	21.32	22.44	23.12	23.56
Landscaper	24.05	25.32	26.08	26.58

Professional Employees Association and St. Margaret's School

Maintenance Coordinator	25.04	26.36	27.15	27.67
Maintenance Worker	21.32	22.44	23.11	23.56
Tradesperson	25.43	26.77	27.58	28.11
Ancillary Services				
Bus Driver	18.50	19.48	20.06	20.45
Bus Driver/Coordinator	21.91	23.07	23.76	24.22
Lead Cook	22.85	24.05	24.77	25.26
Cook	18.74	19.72	20.32	20.71
Kitchen Float	16.38	17.25	17.76	18.11
Kitchen Helper	14.97	15.76	16.23	16.55
Laundry Worker	14.97	15.76	16.23	16.55
Store Clerk	22.71	23.90	24.62	25.10
Residence Services				
Resident Parent – Annual Stipend		14,640		
Resident Parent – Annual Bonus		1,464		
Residence Lead Parent – Weekday	21.86	23.01	23.70	24.16
Residence Lead Parent – Weekend	21.86	23.01	23.70	24.16
Residence Float	21.86	23.01	23.70	24.16
Residence Relief Parent	21.86	23.01	23.70	24.16
Residence Activity Coordinator	21.86	23.01	23.70	24.16
Residence Activity Leader	16.39	17.25	17.77	18.12

July 1, 2019 – June 30, 2020

Classification	Hourly Rate			
	95%	100%	103%	105%
Administrative Support Services	<i>1st</i>	<i>2-5th</i>	<i>6-10th</i>	<i>11+</i>
Administrative Assistant	24.54	25.83	26.61	27.12
Clerical - On Call	19.03	20.03	20.63	21.03
TOC Coordinator	23.74	24.99	25.74	26.24
Receptionist	21.94	23.09	23.79	24.25
Financial Analyst – Accounts Receivable	24.42	25.70	26.47	26.99
Financial Assistant - Accounts Payable	24.42	25.70	26.47	26.99
IT Support Specialist	32.01	33.69	34.70	35.38
IT Technician	29.03	30.56	31.48	32.09
Network Administrator	32.01	33.69	34.70	35.38
Student Information System Coordinator	24.54	25.83	26.60	27.12
Admissions Assistant	25.15	26.47	27.26	27.79
Advancement Assistant	25.15	26.47	27.26	27.79
Communications Coordinator	32.01	33.69	34.70	35.38
Development Coordinator	35.30	37.15	38.27	39.01
Marketing & Communications Assistant	25.15	26.47	27.26	27.79
External Programs Coordinator	24.54	25.83	26.61	27.12
Educational Support Services				

Professional Employees Association and St. Margaret's School

Educational Assistant	23.31	24.53	25.27	25.76
Early Childhood Education Assistant (<i>w/o 2-yr diploma</i>)	18.19	19.14	19.72	20.10
Early Childhood Educator - 2 yr. diploma	22.10	23.27	23.96	24.43
Early Childhood Education Coordinator	26.29	27.67	28.50	29.05
Library Assistant	21.55	22.69	23.37	23.82
Science Lab Assistant	14.61	15.38	15.84	16.14
Career & Post-Secondary Assistant	23.74	24.99	25.74	26.24
Athletics Coordinator	27.24	28.67	29.53	30.11
Facilities Services				
Grounds Keeper	21.75	22.89	23.58	24.04
Landscaper	24.53	25.82	26.60	27.11
Maintenance Coordinator	25.54	26.88	27.69	28.23
Maintenance Worker	21.75	22.89	23.58	24.03
Tradesperson	25.94	27.31	28.13	28.67
Ancillary Services				
Bus Driver	18.87	19.87	20.46	20.86
Bus Driver/Coordinator	22.35	23.53	24.23	24.70
Lead Cook	23.31	24.53	25.27	25.76
Cook	19.11	20.12	20.72	21.13
Kitchen Float	16.71	17.59	18.12	18.47
Kitchen Helper	15.27	16.07	16.55	16.88
Laundry Worker	15.27	16.07	16.55	16.88
Store Clerk	22.71	23.90	24.62	25.10
Residence Services				
Resident Parent – Annual Stipend		14,933		
Resident Parent – Annual Bonus		1,493		
Residence Lead Parent – Weekday	22.29	23.47	24.17	24.64
Residence Lead Parent – Weekend	22.29	23.47	24.17	24.64
Residence Float	22.29	23.47	24.17	24.64
Residence Relief Parent	22.29	23.47	24.17	24.64
Residence Activity Coordinator	22.29	23.47	24.17	24.64
Residence Activity Leader	16.72	17.60	18.13	18.48

July 1, 2020 – June 30, 2021

Classification	Hourly Rate			
	95%	100%	103%	105%
Administrative Support Services	<i>1st</i>	<i>2-5th</i>	<i>6-10th</i>	<i>11+</i>
Administrative Assistant	25.15	26.48	27.27	27.80
Clerical - On Call	19.50	20.53	21.14	21.56
TOC Coordinator	24.34	25.62	26.39	26.90
Receptionist	22.49	23.67	24.38	24.85
Financial Analyst – Accounts Receivable	25.03	26.35	27.14	27.66
Financial Assistant - Accounts Payable	25.03	26.35	27.14	27.66

Professional Employees Association and St. Margaret's School

IT Support Specialist	32.81	34.53	35.57	36.26
IT Technician	29.76	31.32	32.26	32.89
Network Administrator	32.81	34.53	35.57	36.26
Student Information System Coordinator	25.15	26.47	27.27	27.80
Admissions Assistant	25.77	27.13	27.94	28.49
Advancement Assistant	25.77	27.13	27.94	28.49
Communications Coordinator	32.81	34.53	35.57	36.26
Development Coordinator	36.18	38.08	39.22	39.99
Marketing & Communications Assistant	25.77	27.13	27.94	28.49
External Programs Coordinator	25.15	26.48	27.27	27.80
Educational Support Services				
Educational Assistant	23.89	25.15	25.90	26.40
Early Childhood Education Assistant (<i>w/o 2-yr diploma</i>)	18.64	19.62	20.21	20.60
Early Childhood Educator - 2 yr. diploma	22.66	23.85	24.56	25.04
Early Childhood Education Coordinator	26.94	28.36	29.21	29.78
Library Assistant	22.09	23.26	23.95	24.42
Science Lab Assistant	14.97	15.76	16.23	16.55
Career & Post-Secondary Assistant	24.34	25.62	26.39	26.90
Athletics Coordinator	27.92	29.39	30.27	30.86
Facilities Services				
Grounds Keeper	22.29	23.46	24.17	24.64
Landscaper	25.14	26.47	27.26	27.79
Maintenance Coordinator	26.18	27.56	28.38	28.93
Maintenance Worker	22.29	23.46	24.17	24.64
Tradesperson	26.59	27.99	28.83	29.39
Ancillary Services				
Bus Driver	19.35	20.37	20.98	21.38
Bus Driver/Coordinator	22.91	24.12	24.84	25.32
Lead Cook	23.89	25.15	25.90	26.40
Cook	19.59	20.62	21.24	21.65
Kitchen Float	17.13	18.03	18.57	18.93
Kitchen Helper	15.65	16.47	16.97	17.30
Laundry Worker	15.65	16.47	16.97	17.30
Store Clerk	22.71	23.90	24.62	25.10
Residence Services				
Resident Parent – Annual Stipend		15,306		
Resident Parent – Annual Bonus		1,531		
Residence Lead Parent – Weekday	22.85	24.05	24.77	25.25
Residence Lead Parent – Weekend	22.85	24.05	24.77	25.25
Residence Float	22.85	24.05	24.77	25.25
Residence Relief Parent	22.85	24.05	24.77	25.25
Residence Activity Coordinator	22.85	24.05	24.77	25.25
Residence Activity Leader	17.14	18.04	18.58	18.94

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.

SCHEDULE C - EXTRA-CURRICULAR ACTIVITIES

Student Support, Sr. School (2 hours per week)

Student Council – Senior

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

Badminton

Basketball – Junior

Basketball – Senior

Cross Country – Grade 9-12 + any 6-8

Field Hockey – Senior

Field Hockey – Junior

Rowing

Soccer – Senior

Soccer – Junior

Swimming – Senior/Junior

Track – Senior/Junior

Volleyball – Senior

Volleyball – Junior

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

Basketball – Grades 6/7

Basketball – Grade 7/8

Cross Country – Grades 6/7/8

Cross Country – Grades 3/4/5

Field Hockey – Grades 6/7/8

Soccer – Grades 4/5

Soccer – Grades 6/7

Swimming – Grade 3-6

Track – Grades 6/7/8

Track – Grades 3/4/5

Volleyball – Grades 6/7

Coordinators (1 hour per week)

Graduation

Homestay Coordinator

Outweek Coordinator

Travel Coordinator – Senior

Teacher Sponsors (1 hour per week)

LCR in LRC

Sports Team Sponsor
Student Council – Junior

Clubs (0.5 hours per week)

Choral Club – Grade 4/6
Commonwealth Debate
Conversation Club
Debating Club
Duke of Edinburgh Club
Environmental Club – Senior
Environmental Club – Junior
Fitness Club
Outdoor Club
Intramurals – Senior
Intramurals – Junior
Japanese Club – Junior
Chinese Cultural Assistance
Japanese Cultural Assistance
Robotics – Junior
Rock Band Club
Strings Club
Vocal Jazz Club

Miscellaneous (0.5 hours per week)

Assistant Coach, Track & Field– Grades 3/4/5
Assistant Coach, Cross Country – Grades 3/4/5
Junior School Drama Production Coordinator
Jr. School Yearbook Liaison
Language Lab

APPENDIX A - DEFINITIONS

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

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

“**Auxiliary Employee**” shall mean:

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

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

General

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

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

“**Foundation Years**” refers to Grades ECE through to Grade 4.

“**Full-time equivalent**” (FTE) is a unit that indicates the workload of an employee in a way that makes workloads comparable across various contexts. An FTE of 1.0 means that the work responsibility is equivalent to that of a full-time employee; while an FTE of 0.5 indicates a work responsibility of 50% of the 1.0 FTE.

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

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

“**Middle Years**” refers to Grades 5 through 8.

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

"Senior Years" refers to Grades 9 through 12.

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

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

"Support Staff" includes Residence Staff, Kitchen staff and Laundry staff.

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

APPENDIX B - ON-CALL AND TEMPORARY EMPLOYEES

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

Article 9.03 Reassignment of Employees in Receipt of Layoff Notice

Article 9.08 Temporary Appointments

Article 9.09 Restricted Certification

Article 10.01(d) Paid time off for Regular Staff for Christmas and Mid-Year Break

Article 10.01(e) Paid time off for Regular Staff for Christmas and Mid-Year Break

Article 10.02(a) Posting of Work Schedule

Article 10.02(b) Employer's Right to Change Shifts

Article 10.02(c) ii) Employee Requested Shift Schedules

Article 10.02(c) iii) Application of Seniority in the Assignment of Shifts

Article 10.02(c) iv) Reduction in Hours

Article 10.03 Support Staff Call Out and Stand By

Article 10.04 Tutorial Staff

Article 10.07 School Closure

Article 11.02 Extended Activities

Article 12.02 Holiday Falling on a Day of Rest

Article 12.03(a)

Article 12.03(b) Vacation Pay

Article 13 Personnel Benefits

Article 14.04 Entitlements Upon Return to Work

Article 14.05 SEB plan

Article 15 Leaves of Absence

Article 16 Sick Leave

Article 17 Maintenance of Benefits

Article 18.02 Professional and Career Development

Article 18.03 Professional Development Expenses

Article 22 Layoff, Recall and Severance

Article 27 Deferred Salary Plan

The following provisions do not apply to temporary employees:

Article 9.03 Reassignment of Employees in Receipt of Layoff Notice

Article 9.08 Temporary Appointments

Article 14.05 SEB plan

Article 22 Layoff, Recall and Severance

Article 27 Deferred Salary Plan

Letters 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:

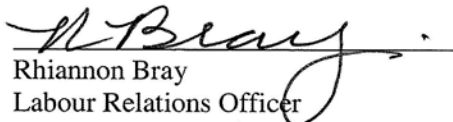
- (a) Teachers who are hired with Restricted Professional or Restricted Independent School Certification or on a Letter of Permission issued by the BC Ministry of Education will receive salary in accordance with Schedule A – Level 4.


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

Letters of Agreement – Resident Parents

LETTER OF AGREEMENT

between

St. Margaret's School

and the

Professional Employees Association

Re: Resident Parents

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

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


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

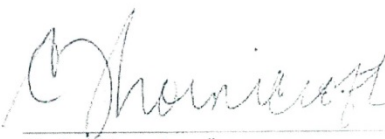
Pay the four (4) Resident Parents to attend these monthly meetings at the Lead Parent Rate \$21.32-\$23.56 per hour, *depending on years of service at SMS*, retroactive to September 2015.

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

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

Agreed the 21 day of October, 2015.


Rhiannon Bray
Labour Relations Officer
Professional Employees Association


Cathy Thornicroft
Head of School
St. Margaret's School

Letters of Understanding – Transfer from Bargaining Unit to Excluded Positions

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

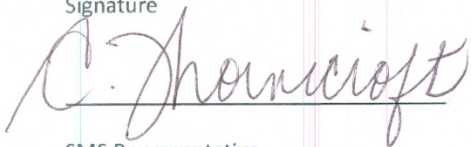
Re: Transfer from Bargaining Unit to Excluded Positions

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

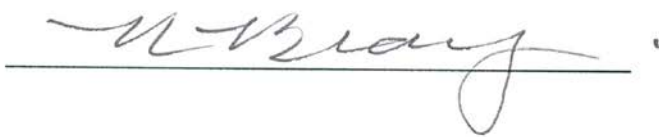
Date: July 3/13

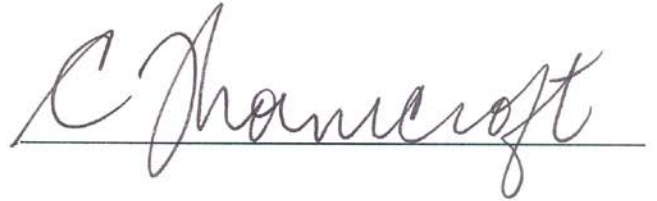
Signature Page

Signature Page


Signed on behalf of PEA:

Signed on behalf of SMS:





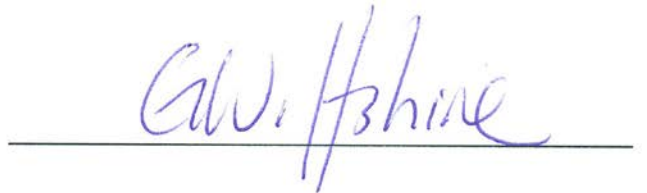












Dated the 9th day of March, 2016.