

DRAFT COLLECTIVE AGREEMENT

For ratification purposes only

between

TSAWWASSEN INDEPENDENT SCHOOL SOCIETY

and the

B.C. GENERAL EMPLOYEES' UNION (BCGEU)

Effective from August 1, 2021 to July 31, 2026

E & O E

1.2 Recognition of Objectives and Principles

The Society and the Union acknowledge and recognize the following mutual objectives and principles:

- (a) No change
- (b) Southpointe Academy's core values are: **kindness**, respect, integrity, ~~partnership~~, **perseverance**, ~~passion and performance~~ **and responsibility**.
- (c) No change.
- (d) No change
- (e) It is the intent that the highest standards of conduct and competence be maintained through effective and fair evaluation processes **as established by the Head of School** and through the selection and assignment of teachers.
- (f) It is recognized that the teachers provide a service to the Society in both curricular and extracurricular activities in a manner established at Southpointe Academy. This is consistent with the responsibility of professional educators.
- (g) It is the strong desire of the school's Board of Directors **Governors** that the board, management, teachers, support staff, parents, alumni and friends of Southpointe Academy work cooperatively together to further the objectives of the school.

1.3 Future Legislation

In the event that any future legislation renders null and void any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties shall consult with a view to reaching mutually agreeable provisions to be substituted for the provision rendered null and void.

In the event that any future legislation materially alters the intent of any clause in this agreement, either party may request consultation with a view to seeking an amendment or clarification of the clause. **In the absence of agreement, the parties agree to submit the matter to arbitration.**

1.4 Use of Terms Singular and Plural/Gender

Wherever the singular is used in this agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

Whenever the feminine form is used in this agreement it shall be construed as if the masculine had also been used.

Replace throughout the agreement any he/she, his/her/him, etc. with they/their/them – where applicable.

1.6 Conflict with Rules Policy

In the event that there is a conflict between the contents of this agreement and any rule **policy** made by the Society, **as found in the Policy Handbook**, or on behalf of the Society, this agreement shall take precedence over the said rule **policy**.

3.1 Conduct of Teacher

Teachers shall at all times conduct themselves in accordance with the objectives and principles as set forth in Article 1 of this agreement **and in accordance with requirements of the Professional Standards for BC Educators.**

3.4 Confidential Information

Teachers shall respect the confidential nature of information concerning students, **parents, and coworkers** and may give **confidential information** only to duly authorized persons or agencies directly concerned with their welfare after having taken reasonable steps to satisfy themselves of such authorization in cases other than parents or the Head of School. **All information about students is agreed to be confidential except as required to investigate any grievance or possible breach of this agreement.**

5.1 Bargaining Unit Defined

(a) The bargaining unit shall consist of all employees as defined by the certification issued by the Labour Relations Board except for the Executive Assistant to the Head of School, **and the Director of Admissions, Payroll and Finance Coordinator and the Director of Summer Programs.**

(b) No change

(c) No change

(d) No change

6.4 Remittance of Union Dues and Assessments

All deductions shall be remitted to the Union not later than 28 days after the date of deduction and the Society shall also provide the following information for each employee:

- Employee surname and first name
- Employee number, if applicable
- Home ~~worksite~~ **address**
- Collective agreement employer
- Job classification
- Gender
- Gross pay
- Dues amount deducted

7.1 Staff Orientation

(a) No change

(b) No change

(c) The Union will be notified in writing by the Society of the hiring of new employees **in the bargaining unit** who are employed for a minimum of twenty (20) school days within five days of their appointment.

7.4 Access to Information

The Society agrees to provide, **upon notification in writing,** to the Union within a reasonable period of time, the following:

- (a) No change
- (b) No change

Copies of general mailings from the Society to parents or members of the Society that are of a non-confidential nature will be emailed to the stewards at Southpointe Academy within 24 hours of issuance.

9.5 Complaint Procedure

(a) *Informal Resolution*

Before proceeding to the complaint mechanism, an employee who believes he or she has **they have** a complaint against an employee of the Society ~~may~~ **is encouraged to** approach his/her **their** supervisory personnel, steward or other contact person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

If the matter is not resolved to the complainant's satisfaction, then the complainant will approach the Head of School for assistance in resolving the issue. The Head of School will investigate the allegation and take steps to resolve the concern, as appropriate, within 30 days of the issue being raised by the complainant. The Head of School will discuss the proposed resolution with the complainant. The complainant and the respondent may have a steward present during these discussions. Where the complaint is against the Head of School, the complainant and the steward shall request the Chairperson of the Board of ~~Directors~~ **Governors** to appoint a delegate(s) to assist the steward, the complainant and the respondent in resolving the issue.

(b) *Formal Resolution*

Where either the complainant or the respondent in conjunction with the Union is not satisfied with the resolution, the Union will put the complaint, within 30 days, before a mutually agreed upon independent adjudicator who specializes in cases of sexual harassment and discrimination. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, then the adjudicator shall have the right to:

- (1) dismiss the complaint; ~~or~~
- (2) determine the appropriate level of discipline to be applied to the Respondent;
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

(c) If the complaint is against the Head of School, ~~then~~ the Union will submit the complaint to the Board of ~~Directors~~ **Governors** who ~~will appoint an independent investigator to investigate and report to the Board of Directors~~ **shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the Board shall have the right to:**

(c) — Disciplinary action taken against the respondent pursuant to this clause shall not form the basis of a grievance.

(d) — Where the complaint is determined to be frivolous, vindictive or of a vexatious nature, the Society will take appropriate action which may include discipline.

(e) — The clause shall not preclude an employee from filing a complaint under Section 8 of the British Columbia Human Rights Code.

(f) — A complaint of harassment or discrimination shall not form the basis of a grievance.

(g) — The Society will advise the complainant, the respondent and the Union in writing of the substance of the investigator's report and the resolution of the complaint.

(1) dismiss the complaint;

(2) determine the appropriate level of discipline to be applied to the respondent;

**(3) appoint an independent investigator to investigate and report to the Board of Directors
Governors Directors;**

(4) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint;

(5) if either the complainant or the respondent, in conjunction with the Union, is not satisfied with the resolution from the Board, the matter can be grieved;

(d) disciplinary action taken against the respondent pursuant to this clause shall not form the basis for a grievance;

(e) Where the complaint is determined to be frivolous, vindictive or of a vexatious nature, the Society will take appropriate action which may include discipline;

(f) This clause shall not preclude an employee from filing a complain under Section 8 of the *British Columbia Human Rights Code*.

(g) A complaint of harassment or discrimination shall not form the basis of a grievance except as set out in (c) (5) above;

(h) The Society will advise the complainant, the respondent and the Union in writing of the substance of the investigator's report and the resolution of the complaint.

9.6 Falsely Accused Employee Assistance

Where a false accusation of child abuse or sexual misconduct, arising from a teacher performing his/her **their** duties and responsibilities **or a staff member performing their duties that** results in an **teacher employee** requiring assistance to deal with the negative effects of the allegation, the **teacher employee** and a steward will meet with two members of management and together they will establish a plan of assistance for the **teacher employee** and, where requested by the employee, provision of factual information to parents by the school.

10.3 Time Limit to Present Written Grievance to Step 2

If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the steward, to Step 2 of the grievance procedure **setting out the specifics of the grievance and the remedy being sought.**

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 10.4, must do so no later than 30 days after the date:

- (a) No change
- (b) No change

10.4 Step 2

- (a) No change
 - (1) No change
 - (2) No change
 - (3) No change
- (b) Within ~~10~~ **twenty-one (21)** school **calendar** days of receipt of the grievance the Head of School will meet with the steward to attempt to resolve the dispute. This meeting may be waived by mutual agreement.

10.5 Time Limit to Reply at Step 2

The Head of School shall reply in writing to an employee's grievance within ~~10~~ **twenty-one (21)** school **calendar** days of the meeting referred to in Article 10.4(b), or if the meeting is waived, **the reply shall be** within ~~10~~ **twenty-one (21)** school **calendar** days of the date the parties agree to waive the meeting.

10.6 Step 3

If the grievance is not resolved at Step 2, the union designate may present a grievance at Step 3:

- (a) within ~~10~~ **twenty-one (21)** school **calendar** days after the decision has been conveyed by the Head of School; or
- (b) within ~~10~~ **twenty-one (21)** school **calendar** days after the Head of School's reply was due.

10.7 Time Limit to Reply at Step 3

The Head of School shall reply in writing to the grievance within ~~10~~ **twenty-one (21)** school **calendar** days of receipt of the grievance at Step 3.

10.15 Summer Vacation

During the summer vacation, the periods set forth in this article shall read ~~four~~ **six (6)** calendar weeks instead of ~~10 school~~ **twenty-one (21) calendar** days.

12.1 Discipline, Suspension or Dismissal

The Society shall not discipline, suspend or dismiss an employee except for just and reasonable cause. **The Society shall follow its progressive discipline policy.**

12.2 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Society. **The Society may rely on any criminal conviction or discipline as meted out by the Ministry of Education or any regulatory branch or any provincial or national teaching body that oversees professional certification.**

13.1 Extracurricular Activities

It is acknowledged by the parties that the success of the school depends on employee involvement in extracurricular activities which are an integral part of each student's educational experience. **All teachers are expected to participate in no less than two (2) extracurricular activities in each school year. For the purposes of this provision, an extracurricular activity is defined as working with students outside of regular class hours for the purposes of additional programs, clubs and teams.**

13.2 Distribution of Responsibilities

The Society shall work out a method of equitable and reasonable distribution of responsibilities after having assessed the individual **expertise**, circumstances and requests of each employee and the needs of the school.

13.3 Review of Duties and Responsibilities

Where an employee considers the duties and responsibilities expected of him or her **them** require review, the employee may address the Workload Review Committee and a review will be conducted. **If the teacher accepts increased workloads for proportional increases in salary, then the matter will not be reviewed by the Workload Review Committee.**

All subsequent Clauses within this Article will be renumbered accordingly

13.4 Workload (NEW)

A faculty member on a 1.0 FTE (temporary or continuing contract) shall have a maximum workload of five (5) out of eight (8) credit courses plus an Advisory in the middle and senior school, grades six (6) to twelve (12), and up to thirty (30) out of forty (40) teaching blocks in the junior school kindergarten to grade five (K-5) without going over.

In the case of a faculty member working in both the junior school kindergarten to grade five (K-5)

and middle and senior school, grades six (6) to twelve (12), who teaches credit courses, the workload may equal a maximum of the following without going over:

- Four (4) out of eight (8) credit courses and six (6) out of forty (40) teaching blocks
- Three (3) out of eight (8) credit courses and twelve (12) out of forty (40) teaching blocks
- Two (2) out of eight (8) credit courses and eighteen (18) out of forty (40) teaching blocks
- One (1) out of eight (8) credit courses and twenty-four (24) out of forty (40) teaching blocks

14.3 Frequency of Formal Evaluations

During the probationary period, the teacher shall be evaluated during the first and second years.

After completion of the probationary period, a continuing contract teacher shall be evaluated:

- (a) No change
- (b) **no less than** every three (3) years thereafter **or as needed**;
- (c) No change
- (d) No change

An evaluation may be delayed or cancelled by mutual agreement of the teacher and the evaluator.

A teacher that has passed probation shall be moved to a Professional Growth Plan Process.

14.5 Procedure/Process for Teacher Evaluation

(a), (b), (c), (d), (e)(1-4), (f), (g), (h) – No change

- (i) Each report shall be based on not less than ~~three~~ **one (1)** formal classroom observations.

(j), (k), (l) – No change

14.7 Supervision

It is recognized that the **M**management of the school shall, except as limited by this agreement, exercise their normal discretion in supervising and advising regarding instruction in the school including informal classroom visits.

14.8 Procedures When a Report is Less Than Satisfactory

(a) When an evaluation report concludes that performance **of a continuing teacher** is less than satisfactory, at the request of the teacher, the Union shall have the right to meet with the evaluator and to recommend remedial action in a peer collaboration or other growth process. Individuals used in a peer collaboration process shall not be called upon by either party as witnesses in any resulting arbitration.

(b) — Where a teacher receives a less than satisfactory report, the teacher may request one year unpaid leave of absence for the purpose of taking a program of professional or academic instruction aimed at correcting the identified deficiencies. Such request shall not be unreasonably denied.

14.9 Dismissal for Less Than Satisfactory Performance

- (a) No change
- (b) No change
- (c) The decision to dismiss a teacher **who has completed probation**, for less than satisfactory performance will be based on a minimum of ~~three~~ **four (4)** less than satisfactory reports prepared in accordance with this article. The reports shall be prepared by at least two different evaluators.
- (d) Where a teacher is dismissed, **at the end of the school year**, pursuant to this article, any salary that has accrued and is scheduled to be paid during the following summer vacation period will be paid to the teacher.
- (e) Disputes resulting from dismissal under this article shall be subject to Step 3 of the grievance procedure.
- (f) If the matter is not resolved at Step 3, the dispute may be referred to arbitration under Article 11 of this agreement. In the event that the Arbitrator determines that the evaluation was not conducted honestly and in good faith, the Arbitrator may grant as a remedy in substitution for reinstatement to the teacher a severance amount based on applicable judicial guidelines.

14.10 Performance Evaluations for Support Staff

- (a) No change
- (b) No change
- (c) No change
- (d) No change
- (e) No change
- (f) **If the performance evaluation concludes that the employee is not satisfactory, and the employee is on probation, the probationary period may be extended by three (3) months in at the sole discretion of the supervisor. Notification will be given to the Union in writing.**

16.2 Access to Employee File

After receiving a request from an employee, the ~~Director of Finance and Operations~~ **Human Resources Manager** shall grant access to that employee's file by appointment within three school days of the request.

16.3 Viewing of Personnel File

The Director of Finance and Operations **Human Resources Manager** shall be present when an employee views his or her **their** file and the employee may be accompanied by a representative of the Union.

17.1 Definition

(a) In this agreement, "seniority" shall mean the length of continuous service as a continuing employee of the Society. For the purposes of calculating length of service, part-time service shall be reduced to its **calculated based on the percentage of** full-time equivalent (FTE).

Upon successful completion of probation, an employee's seniority shall be established from the date upon which probation commenced and shall also include seniority for service on a temporary contract and for Teacher On-Call service **(if greater than .1 FTE)**. Seniority shall be prorated on the basis of the full-time equivalent (FTE) for Teacher On Call **(if greater than .1 FTE)** service. One hundred and eighty **(180)** days of actual service shall be required for a full-time equivalent year.

(b) No change

(c)(1-9) No change

17.3 Loss of Seniority

(a) A continuing employee on leave of absence without pay shall not accrue seniority for leave periods over **thirty (30)** calendar days with the exception of the leaves listed in Article 17.1(c) above.

(b) Seniority shall be lost in the following situations:

(1) dismissal for just cause;

(2) voluntary termination; ~~of employment or abandonment of position by the employee.~~

(3) An employee who fails to report for duty for three (3) consecutive workdays without informing the employer of the reason for their absence will be presumed to have abandoned their position and shall lose all seniority. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the employer;

(4) Failure to return from a leave of absence. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the employer the reason for not returning from their leave of absence;

(5) Remaining on layoff for over twenty-four (24) months from the date of the layoff notice.

17.6 Management Retention and Accruing of Seniority

~~An employee who on the date of certification and subsequent to the date of certification is in a position outside the bargaining unit shall retain and continue to accrue seniority as a bargaining unit member in the event the employee returns to the bargaining unit. Effective the date of ratification of this agreement, n~~ No seniority shall accrue for employees who accept a position outside the bargaining unit for periods in excess of two years. It is understood that these employees, while in a position that is outside the bargaining unit, may continue to be credited with years of experience for the purpose of establishing their position on the salary scale.

18.2 Postings

- (a) When a regular vacancy occurs which the Society intends to fill, or a new position is created within the bargaining unit, the Society shall notify the Union in writing and post notice of the position on the school internal email for a minimum of seven days. External advertisements may occur at the same time.
- (b) Such notice shall contain the following information: nature of position, qualifications, experience, hours of work for support staff, required knowledge and education, skills, wage or salary rate or range.
- (c) For internal postings that are less than 0.5 FTE and/or temporary in nature (less than one [1] year) the Society reserves the right to appoint a suitably qualified person without posting internally.**

18.4 Promotions

An employee who is promoted to, or currently holds an existing excluded position with the Society outside the bargaining unit shall **have ninety (90) days from the date of this agreement being signed to retain the exercise their** right to be placed in a position within the bargaining unit, ~~notwithstanding any provision of this article~~ **An employee who is promoted to an excluded position outside of the bargaining unit can return to their position within ninety (90) days of leaving their position in the bargaining unit.**

19.2 Notice of Unsuitability

Where the Society determines that a probationary teacher is unsuitable for continued employment at Southpointe Academy, the probationary teacher will be informed in writing on or before ~~April 1~~ **March 15** of the second year of the probationary period. For support staff notice will be provided no later than two weeks prior to the end of the probationary period.

20.1 ~~Cause~~ Good Reason

In the event of the need to lay off employee(s) as a result of a decrease in the amount of work to be done for reasons including decreased student enrolment; program redundancy or program elimination, reduction or change, a change in the organizational structure of the school, ~~or~~ the amount of available operating funds, **or a pandemic**, the Society shall give the employee(s) affected written notice, including

the reason and the specialization in which the layoff is to take place, and shall advise the Union in writing of the employee(s), number of employee(s), reason, and specialization(s) in which the layoff is to take place.

ARTICLE 21 - ADMINISTRATIVE STAFF VACATION AND HOURS OF WORK

21.1 Administrative Staff Vacation Entitlement

- (a) No change
- (b) No change
- (c) No change
- (d) No change
- (e) No change
- (f) In addition to the vacation entitlement set out in this article, administrative staff shall be provided with vacation for the non-statutory days between Christmas and New Year's and one **(1)** week vacation during spring break when students are not in attendance. ~~The Society may cease to provide vacation for the non-statutory days between Christmas and New Year's and during Spring Break for administrative staff hired after September 1, 2013.~~ **It is specifically agreed that there is no claim for vacation for these periods prior to the date of ratification of this collective agreement.**
- (g) No change

23.2 Overtime Defined

Work done in excess of the regular hours of the employee shall be paid as:

- (a) time and one-half **(1½)** the regular rate for hours worked on a regular workday ~~up to 11~~ **over seven and one half (7.5) hours up to eleven (11) hours** or hours worked in excess of ~~thirty-seven and one-half~~ **(37½) hours** in a workweek.
- (b) No change

ARTICLE 24 – ~~PREGNANCY~~ **MATERNITY**, PARENTAL AND ADOPTION LEAVE

24.1 ~~Pregnancy~~ **Maternity** Leave

- (a), (b), (c), (d), (e), (f), (g), (h) - No change

24.2 Early Return and Special Situations

- (a) In the case of an incomplete pregnancy, death of a child or other special situations, an employee may return to duty earlier than provided in the agreed-upon leave provided that a minimum of two **(2)** weeks written notice is given to the Society. **Any employee**

hired to cover this leave may be laid off with two (2) weeks advance notice and shall not be entitled to any further compensation.

- (b) No change

24.3 Parental Leave/Adoption Leave

- (a) An employee who requests parental/adoption leave shall be entitled to:

(1) for a birth mother immediately after the end of the pregnancy leave up to ~~35~~ **sixty-three (63)** consecutive weeks of unpaid leave beginning after the end of the pregnancy leave unless the employee and the Society agree otherwise;

(2) for a birth mother who does not take pregnancy leave in relation to the birth of the child with respect to whom the parental leave is to be taken, up to ~~37~~ **sixty-three (63)** consecutive weeks of unpaid leave beginning after the child's birth and within ~~52~~ **seventy-eight (78)** weeks after that event;

(3) for the other parent, up to ~~37~~ **sixty-three (63)** consecutive weeks of unpaid leave beginning after the child's birth and within ~~52~~ **seventy-eight (78)** weeks after that event; and

(4) for an adopting parent, up to ~~37~~ **sixty-three (63)** consecutive weeks beginning within ~~52~~ **seventy-eight (78)** weeks after the child is placed with the parent.

- (b) Where both parents are employees of the Society, the employees shall determine the apportionment of parental leave between them. The total parental leave when shared between both parents shall not exceed ~~52~~ **sixty-three (63)** weeks.

- (c) No change

(1) No change

(2) No change

24.5 Rights on Return to Work

No change to Clause

26.5 Employee to Inform Employer

The employee shall inform the Society as soon as possible of his/her **their** inability to report to work because of illness or injury. ~~The employee shall inform the Society of the date of return to duty in advance of the date~~ **The Society shall return the employee to work without undue delay.**

27.3 Basic Medical (MSP)

The Society shall provide to eligible employees, their spouse and dependants the BC Medical Services Plan. ~~An employee may waive the Medical Services Plan only if their spouse's benefits plan includes this coverage. Payments of the monthly premiums will be split evenly (50%/50%) by the Society and the employees.~~

27.4 Extended Health Benefits

The Society shall provide for an extended health plan for eligible employees, their spouse and dependants which shall include:

- (a) hospital **coinsurance** coverage
- (b) international travel assistance
- (c) speech therapy up to ~~\$350~~ **five hundred dollars (\$500)** per person per year and covered at claims for **eighty/twenty percent** (80%/20%)
- (d) clinical psychology up to **one thousand dollars (\$1000)** per person per year covered at claims for **eighty/twenty percent** (80%/20%)
- (e) podiatrist up to ~~\$350~~ **five hundred dollars (\$500)** per person per year and covered at claims for **eighty/twenty percent** (80%/20%)
- (f) acupuncture up to ~~\$350~~ **five hundred dollars (\$500)** per person per year and covered at claims for **eighty/twenty percent** (80%/20%)
- (g) audio care up to ~~\$350~~ **five hundred dollars (\$500)** per person per year and covered at claims for **eighty/twenty percent** (80%/20%), including hearing aids (\$500 in ~~5~~ **three [3] years**)
- (h) physiotherapy up to ~~(\$350)~~ **six hundred dollars (\$600)** per person per year and covered at claims for **eighty/twenty percent** (80%/20%)
- (i) massage therapy up to ~~(\$350)~~ **six hundred dollars (\$600)** per person per year and covered at claims for **eighty/twenty percent** (80%/20%)
- (j) chiropractor up to ~~\$350~~ **five hundred dollars (\$500)** per person per year and covered at claims for **eighty/twenty percent** (80%/20%), one x-ray at **eighty/twenty percent** (80%/20%)
- (k) orthopaedic shoes up to **five hundred dollars (\$500)** per person per year and covered at claims **eighty/twenty percent** (80%/20%)
- (l) prescription drugs (including drugs for contraceptive purposes) per person per year and covered at claims for **eighty/twenty percent** (80%/20%) **for the first one thousand dollars (\$1000) then one hundred percent (100%) thereafter.**
- (m) naturopathic physician up to ~~\$350~~ **five hundred dollars (\$500)** per person per year and covered at claims **eighty/twenty percent** (80%/20%)
- (n) vision care up to **three hundred dollars (\$300)** per person per **twenty-four (24)** months for prescription glasses, elective contact lenses, repairs and elective laser vision correction procedures; if contact lenses are required to treat a severe condition, or if vision in the better eye can be improved to a **twenty/forty (20/40)** level with contact lenses but not with glasses, the maximum payable will be **two hundred dollars (\$200)** during any **twenty-four (24)** months; eye exams up to **seventy-five dollars (\$75)** per person per **twenty-four (24)** months; visual training up to **two hundred dollars (\$200)** per person per lifetime; claims will be covered at claims for **eighty/twenty percent** 80%/20%
- (o) osteopath coverage of ~~\$350~~ **five hundred dollars (\$500)** per calendar year, covered at claims **eighty/twenty percent** 80%/20%; and

(p) surgical garments coverage (4 ~~four~~ surgical brassieres and **four hundred dollars (\$400)** for surgical stockings per year; and **two hundred and fifty dollars (\$250)** per lifetime for wigs and hairpieces), covered at claims **eighty/twenty percent 80%/20%**

(q) The Society shall include an Employee and Family Assistance Program (EFAP) to the plan.

Payments of monthly premiums will be split **eighty percent (80%)** by the Society and **twenty percent (20%)** by the employees.

~~Effective September 1, 2017 all references in Article 27.4 (a) to (m) and (o) will change from **three hundred and fifty dollars (\$350)** to **five hundred dollars (\$500)**.~~

27.5 Dental Plan

~~The Society shall provide a dental plan to eligible employees, their spouse and dependants which shall include reimbursement for expenses at:~~

~~(a) Basic Services (Plan A) 80%.~~

~~(b) Payments of monthly premiums will be split 80% by the Society and 20% by the employees.~~

~~(c) Effective September 1, 2018 orthodontics coverage to a maximum of \$1500 for children under 18.~~

~~(d) Effective September 1, 2019 orthodontics coverage to a maximum of \$2000 for children under 18.~~

The Society will pay fifty percent (50%) of the cost of premiums of a dental plan which will include reimbursement of expenses at:

(a) Basic Services (Plan A) ----- 100%

(b) Major Restorative Services (Plan B) ----- 60%

(c) Orthodontia (Plan C) ----- 60%

The maximum lifetime payment for orthodontia is three thousand five hundred dollars (\$3500) per member, spouse or dependent child.

ARTICLE 28 - PENSION PLAN

The Society and the employees shall continue the existing group RRSP Pension Plan. In order to qualify for contributions for the Pension Plan, an employee must work **twenty (20)** hours or more per week. There is a three-month waiting period for all new eligible employees. The contribution to the Plan for the employee shall be optional. Any employee who elects to contribute to the Plan may contribute whatever percentage of base salary that the employee determines. For all employees who contribute a minimum of **four percent (4%)** of base salary to the Plan, the Society shall contribute an amount equivalent to **two percent (2%)** of the employee's base salary to the Plan.

(a) Effective August 1, 2016²¹, the Society will contribute an amount equal to ~~2.5%~~ **six percent (6%)** of the employee's base salary to the Plan.

- (b) Effective August 1, 2017~~22~~, the Society will contribute an amount equal to 3.0% **six and a half percent (6.5%)** of the employee's base salary to the Plan.
- (c) Effective August 1, 2018~~23~~, the Society will contribute an amount equal to 3.5% **seven percent (7%)** of the employee's base salary to the Plan.
- (d) Effective August 1, 2019~~24~~, the Society will contribute an amount equal to 4.0% **eight percent (8%)** of the employee's base salary to the Plan.
- (e) Effective August 1, 2020~~25~~, for all employees who contribute a minimum of 4.5% of base salary to the Plan, the Society will contribute an amount equal to **nine percent (9%)** of the employee's base salary to the Plan.

30.1 Criminal Record Check

Where the employee is required to undergo a criminal record check as a condition of continued employment, the Society shall reimburse the employee for the full cost of the criminal record check. **If the criminal record check is unsatisfactory, the employee may be terminated without advance notice.**

31.8 ~~Industrial~~ **Occupational** First Aid Requirements

Where the Society requires an employee to perform first aid duties in addition to normal requirements of the employee's position, the cost of obtaining and renewing the ~~Industrial~~ **Occupational** First Aid Certificate shall be borne by the Society.

31.9 ~~Earthquake~~ **Emergency** Preparedness

The Society shall ensure that all employees receive appropriate ~~earthquake~~ **emergency**-preparedness training ~~within six months of the ratification of this agreement.~~

32.6 Meal Allowance

Employees shall be entitled to a meal allowance while on authorized Society business where meal(s) are not provided. Meal allowances shall be:

Breakfast.....	\$11.50	fifteen dollars (\$15.00)
Lunch.....	\$13.25	seventeen dollars (\$17.00)
Dinner	\$22.25	twenty-six dollars (\$26.00)

32.7 Kilometre Allowance

Kilometre allowance for all kilometres travelled on the Society's business shall be paid to employees required by the Society to use their own vehicles in the performance of their duties. The kilometre allowance shall be ~~52¢~~ **fifty-nine (59¢)** per kilometre, effective the date of ratification.

33.1 Term of Agreement

The term of the agreement shall be from August 1, 2016 **2021** to July 31, 2021 **2026**.

33.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after ~~April 1~~ **March 1, 2021 2026**, but in any event not later than midnight, April 30, ~~2021~~ **2026**.

(b) Where no notice is given by either party prior to April 30-~~2021~~ **31, 2026**, both parties shall be deemed to have given notice under this article on April 30 ~~2021~~ **2026**.

34.1 Rate of Pay

(a) A teacher on call who has a valid BC Teaching Certificate shall be paid a daily rate of **no less than \$200 two-hundred and sixty (\$260)** inclusive of holiday pay.

(b) Placement on the salary grid will occur after twenty (20) continuous teaching days based on 1/~~189~~ **180** of the teacher's grid placement for each day taught.

(c) The minimum assignment for a teacher on call shall be one-half (1/2) day.

(d) A teacher on call who is called in to an assignment in excess of one-half (1/2) day and a period shorter than one full day shall be paid the daily rate for the assignment.

All subsequent Clauses within this Article will be renumbered accordingly

ARTICLE 37 – IB TRAINING (NEW)

It is a professional responsibility to take part in ongoing professional development and IB training and other forms of professional development, as may be requested by the Society, or required by IB to maintain accreditation.

ARTICLE 38 – TUITION COSTS FOR DEPENDENTS (NEW)

Employees will receive twenty-five percent (25%) off tuition costs in their first year of employment, thirty percent (30%) off tuition costs in their second year of employment and fifty percent (50%) off tuition costs in their third and subsequent years of employment, for any dependants enrolled at Southpointe Academy.

APPENDIX 1A

Teacher Annual Salaries

1. The Society shall place all teachers employed at Southpointe Academy on the attached Appendix1-A wage grid, effective August 1, 2016**21**.
2. No teacher shall suffer a reduction in salary as the result of the placement on the attached grid.
3. The salary grids are subject to change due to the Economic Stability Dividend (the terms of the Economic Stability Dividend are described in the provincial agreement for **kindergarten to**

grade twelve (K – 12) teachers in public school districts for the term July 1, 2014~~19~~, to June 30, 2019~~22~~.)

4. Effective July 1, 2019~~21~~, any increases made to the School District No. 37 (Delta) salary grid for the period July 1, 2019~~21~~, to July 31, 2021~~26~~, shall be reflected on the above Appendix 1A wage grid and shall be paid to teachers.
5. Effective August 1, 2020~~1~~ teacher annual salaries will increase ~~1%~~ **three and a half percent (3.5%)** over the School District No. 37 (Delta) salary grid.

6 – 10 NEW

6. **Effective August 1, 2022 teacher annual salaries will increase four percent (4%) over the School District No. 37 (Delta) salary grid.**
7. **Effective August 1, 2023, teacher annual salaries will increase four and a half percent (4.5%) over the School District No. 37 (Delta) salary grid.**
8. **Effective August 1, 2024, teacher annual salaries will increase five and a half percent (5.5%) over the School District No. 37 (Delta) salary grid.**
9. **Effective August 1, 2025, teacher annual salaries will increase six percent (6%) over the School District No. 37 (Delta) salary grid.**
10. **Where there is an increase as a result of the Economic Stability Dividend (ESD), those increases will also apply in addition to any other increase referenced in Appendix 1A.**

APPENDIX 1B

Support Staff Hourly Rates

1. It is agreed that support staff hourly rates will increase and be paid to employees by any adjustments or percentage equivalent to the percentage increase to the hourly rates applicable to the School District No. 37 (Delta/CUPE) agreement with the same effective dates, and each subsequent school year during the term of this agreement.
2. Hourly rates are subject to change due to the Economic Stability Dividend (the terms of the Economic Stability Dividend are described in Appendix A of the Provincial Framework agreement between B.C. Public School Employers' Association and the **kindergarten to grade twelve (K – 12)** Presidents' Council and Support Staff Unions.
3. No support staff shall suffer a reduction in hourly wage rate as a result of hourly rates shown in Appendix 1B.
4. Effective July 1, 2019~~21~~, any increase made to the School District 37 (Delta) and CUPE hourly rates for the period July 1, 2019~~21~~, to July 31, 2021~~26~~, shall be reflected in the hourly rates in this appendix for support staff.
5. **Upon ratification, all support staff will receive a signing bonus in the amount of two thousand two hundred and fifty dollars (\$2250). In addition, one thousand dollars (\$1000) will be paid to all support staff one calendar year from date of ratification.**

Appendix 2

Allowances for Positions of Special Responsibility

Position	Annual Allowance
Department Head	\$3000
Student Support Center Coordinator	\$3000
Industrial First Aid Attendant	\$3000
Student First Aid Attendant	\$3000
Educational Technology Coordinator	\$3000
IB Primary Years Program Coordinator	\$3000
IB Middle Years Program Coordinator	\$3000

1. The Society may at any time establish or discontinue any positions of special responsibility.
2. Department Heads shall be selected by the Society from time to time as required and are recognized as being bargaining unit positions.
3. The Society may at its discretion for any of the positions of special responsibility provide for a reduced workload in addition to the allowance.