

**ASA**  
**CONTRACT**

*July 1, 2019 - June 30, 2022*

*Between*

*The Board of School Trustees*

*of School District #61*

*(Greater Victoria)*

*and*

*The Allied Specialists' Association*

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This AGREEMENT for the period July 1, 2019 up to and including June 30, 2022

**BETWEEN:**

***THE BOARD OF SCHOOL TRUSTEES  
OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA)***

(hereinafter called the "Board")

***OF THE FIRST PART***

**AND:**

***THE ALLIED SPECIALISTS' ASSOCIATION***

(hereinafter called the "Association")

***OF THE SECOND PART***

**ARTICLE 1 PREAMBLE**

- 1.1** Should any statute or regulation, including Minister's Orders, or Orders in Council, render any part of this agreement null and void, the remainder of the terms of the agreement shall continue in effect and in that event, or in the event that legislation, regulation, Minister's Orders or Orders in Council substantially alter(s) the operation or effect of any provision of this agreement, the parties agree that they will meet forthwith to negotiate in good faith, modifications to the agreement which will achieve the original intent of the agreement to the fullest extent legally possible.
- 1.2** The use of one gender in this agreement shall include the other and the singular shall include the plural unless the sense of the provision requires otherwise.

**ARTICLE 2 CONSULTATIVE MATTERS**

This Article is a declaration of the Board's and the Association's faith in the consultative process. The Board and the Association recognize the benefits of the consultative process, and therefore agree to: consult regarding policies, philosophy, goals and general operation of programs that affect the employees.

- 2.1 If the process or structure of consultation is not established to the satisfaction of the staff, this issue is grievable under Article 3.
- 2.2 Member concerns about decisions made as a result of the established consultation process may be grieved through the "Resolution of Differences" procedure defined in Article 3.

### **ARTICLE 3 RESOLUTION OF DIFFERENCES**

The parties agree that this article constitutes the procedure for final settlement of any dispute respecting the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

#### **3.1 Procedure**

The Association or employee alleging a grievance may request a meeting with the Board official directly responsible, and at such meeting they shall attempt to resolve the grievance summarily. The grievor shall have the right to be accompanied at this meeting by a representative of the Allied Specialists' Association.

Grievances shall be submitted within 60 days of the incident prompting the grievance unless in the opinion of the parties it was not possible for the grievance to be brought forward in that time period. Exception to the time limit may itself be grievable if the parties cannot agree to an extension.

- 3.2 If no settlement is reached at Step 3.1, the employee, through the Association, shall submit the grievance in writing to the appropriate Associate Superintendent within seven (7) working days of the discussion at Step 3.1. The Associate Superintendent shall meet with the employee and a representative of the Association within seven (7) working days of the receipt of the request to proceed to this step in the grievance procedure. The Associate Superintendent's response shall be in writing.
- 3.3 If a settlement is not reached at Step 3.2, the matter shall be referred to the Joint Committee within seven (7) working days of the last meeting at Step 3.2.

- 3.4** Grievances of a general application shall be submitted firstly to the other party and failing satisfactory settlement, may be referred by either the Board or the Allied Specialists' Association directly to the Joint Committee.
- 3.5** If the Joint Committee is not able to reach a satisfactory resolution to the grievance or if the recommendation made by the Committee is not ratified by both parties to the Agreement, the grievor or the Board may refer the grievance to arbitration. When either party requests that a grievance be submitted to arbitration, the request shall be submitted, in writing, to the other party within ten (10) working days of the last Joint Committee meeting scheduled to hear the grievance. In the event that a grievance is submitted to arbitration, each party (the grievor and the Board) shall pay:
- i.** One-half (1/2) the remuneration and expenses of the Arbitrator.
  - ii.** One-half (1/2) the expenses of the Arbitration Hearing such as clerical assistance, supplies and rent of a place to meet, etc.
- 3.6** It is the intent of both parties to this Agreement that no grievance or dismissal shall be defeated merely because of a minor technical error in processing the grievance or dismissal. To this end an Arbitrator shall have the power to allow all necessary amendments to the grievance or dismissal and the power to waive formal procedural irregularities in the processing of a grievance or dismissal in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
- 3.7** No employee shall suffer any form of discipline or discrimination by the Board as a result of them having filed a grievance or having taken part in any proceedings under this Article, neither shall the Board be subject to any work stoppage nor reduction in services as a result of a grievance.
- 3.8**
- a)** If the grievance is not presented to the next higher level within seven (7) working days, the Association shall not be deemed to have prejudiced its position on any future grievance.
  - b)** All discussions and correspondence concerned with the grievance procedure shall be without prejudice and shall be admissible at the Joint Committee Hearing.

**3.9** *Joint Committee*



There shall be a standing Joint Committee consisting of three (3) appointees of the Board, two (2) of whom shall be Trustees, and three (3) appointees of the Association.

- 3.10** The Committee shall have the responsibility of dealing with any differences that may arise in the interpretation and application of the Agreement, any matter referred under Article 19, and any other matter of mutual concern arising there from.
- 3.11** The Committee shall meet within two (2) weeks of the written request of either party at a time and place set by mutual agreement. Recommendations of the Committee shall be by majority vote of the total Committee.
- 3.12** The Committee shall have no authority whatsoever to alter, amend or in any way change the terms of this Agreement; however, it may make recommendations to the Board and the Association.
- 3.13** In the event that the Board and the grievor are unable to agree to the name of a mutually acceptable arbitrator, the selection shall be referred to the Minister of Labour.
- 3.14** The decision of the arbitrator shall be final and binding on both parties and any costs incurred by the arbitrator, in their function as arbitrator, shall be shared equally between both of the parties.
- 3.15 Qualifications Appeals:**
- a) The Joint Committee shall meet within three (3) working days of having received a Qualification Appeal under Clause 13.4. Recommendations of the Committee shall be by majority vote of the total Committee.
  - b) If the Joint Committee fails to reach agreement in five (5) working days from the meeting required in Clause 3.15 (a) the matter may be submitted by the grievor to arbitration as provided in Clause 3.5.
- 3.16 Extension of Time Limits**
- The parties may, by mutual agreement in writing, extend the time limits established above, provided such extension is requested prior to the expiry of the time allowed.
- 3.17 Resolution of Issues Arising from Concerns About Job Performance**

Where an administrator, parent, student or colleague brings a concern forward about an employee's job performance, the employee will be informed about the nature of the concern and will first attempt to address the concern directly with those bringing the concern forward.

Before a supervisor / administrator implements a decision arising out of such concern, the employee will have the opportunity to meet with the supervisor / administrator to review all relevant information. Representative members of the Allied Specialists' Association may accompany the employee.

#### **ARTICLE 4 TECHNOLOGICAL CHANGE**

##### **4.1 Definition**

For the purposes of this Agreement, the term "Technological Change" shall refer to introduction of equipment and its related material or processes.

##### **4.2 The process to be followed where the Board intends to introduce equipment and its related material or processes which affects the terms and conditions or security of employment of members of the Association shall be:**

###### **a) *Notice and Discussion***

When it is determined that the introduction of a technological change is under consideration or is to be introduced, the Board shall notify the Association in writing. Such notice shall be given at least ninety (90) days before the date on which the Board proposes to introduce the technological change. Once such notice is given, the Board agrees to discuss the matter with the Association.

###### **b) *Information to be Provided***

The notice of intent to introduce a technological change shall contain:

- i.** The nature of the change;
- ii.** Effective date of the change;

- iii. The approximate number, type and location of Association members affected by change;
- iv. The anticipated effects the change may have on Association members.

The Board shall update this information as new developments arise and modifications are made.

- c) Once notice of a technological change has been given pursuant to Clause 4.2(a) and prior to implementation of the change, the Board will determine in consultation with the Association, the options for the employees affected by the change. The options shall include but not be limited to retraining, transfer and severance.

- 4.3 Where the parties are unable to resolve a dispute arising from the intended technological change, the matter is grievable under Article 3 of this Agreement.

#### **ARTICLE 5 ASSOCIATION RECOGNITION**

- 5.1 The Board and its senior Administration recognize the Allied Specialists' Association as a separate employee group.

#### **ARTICLE 6 DEFINITION OF EMPLOYEE**

- 6.1 Employee means those professionals employed by the District who become and remain members in good standing of the Allied Specialists' Association.
- 6.2 Subject to the provisions herein, and based on satisfactory performance and the need for the service, employment shall be continuing from year to year following its effective date.
- 6.3 Any dispute with respect to the contracting out or assignment of specialty service work may be resolved by either party referring this matter directly to Joint Committee under Article 3.10.

#### **ARTICLE 7 EVALUATION OF EMPLOYEES**

- 7.1** The purpose of supervision and evaluation is to acknowledge and support effective performance.
- 7.2** All formal evaluation on the work of an employee shall be in writing.
- 7.3** The content of an employee's report shall be an objective description of an employee's performance as well as evaluative comments related to the employee's performance. The major focus of the report shall relate to the employee's primary area(s) of qualifications.
- 7.3.i** If the evaluator's area of expertise is not within the employee's field, then a specialist in that field will be consulted.
- 7.4** The formal evaluation of employees is carried out as a series of steps:
- a)** The evaluator(s) meet(s) with the employee and describes the purposes and requirements for formal evaluation.
  - b)** The evaluator, in consultation with each employee being evaluated, identifies and clarifies the criteria to be used in the evaluation.
  - c)** The evaluator and employee determine a schedule for observation and methods to be used in the collection of descriptive information.
  - d)** Data is collected from not less than three (3) nor more than six (6) formal observations, unless agreed upon by the employee and the evaluator.
  - e)** The evaluator shall discuss with the employee the process by which the evaluation shall take place, which shall include:
    - i.** a pre-observation conference about the activities to be observed
    - ii.** observation
    - iii.** a post-observation conference, followed by a written summary, both of which shall occur as soon as practicable.
  - f)** The evaluator prepares a draft report on the employee's performance and discusses the contents with the employee. Revisions, if necessary, are made to the draft report and the final report is submitted to the Superintendent of Schools by April 30.

An extension may be made up to the end of the school year if agreed upon by the evaluator and the employee.

- g) Prior to submission of the report, the employee shall sign the report to indicate that they have had an opportunity to read and discuss the report with the evaluator.

- 7.5 The employee shall have the right to submit to the evaluator a written commentary on the report which shall be attached to and filed with all copies of the report.
- 7.6 Participation in Association activities or matters not directly related to work performance is outside the scope of evaluating and reporting on the work of an employee.
- 7.7 Any dispute with respect to the application of procedures contained in this article, or the contents of any report, is grievable under Article 3.
- 7.8 Any information which is provided to others which affects the placement, transfer or rehiring of an employee shall be made known to that employee with an opportunity being provided for the employee to respond.
- 7.9 For the purpose of this Article, the evaluator shall be the Director, Supervisor, or Coordinator of School Services, Principal or Vice-Principal, or, where applicable, a person as defined in Clause 7.3.1.

## **ARTICLE 8 DISCIPLINE AND DISMISSAL**

- 8.1 The Board shall not dismiss or discipline an employee bound by this agreement except for just and reasonable cause.
- 8.2 Differences respecting discipline or dismissal shall be subject to arbitration as set out in Article 3.

### ***Dismissal and Discipline for Misconduct***

- 8.3 Where an employee is under investigation by the Board for any cause, the employee and the Association shall be advised in writing of that fact immediately unless substantial grounds exist for concluding that such notification would prejudice the investigation. In any event the employee and the Association shall be notified at the earliest reasonable time and before any action is taken by the Board. The employee shall be advised of

the right to be accompanied by a representative of the Association at any interview in connection with such investigation.

- 8.4** The Board shall not release to the media or to the public, information in respect of the suspension or dismissal of an employee until a Board hearing has been held, a decision has been made, and an attempt has been made to contact the Association.
- 8.5** A decision of the Board pursuant to Clause 8.6 shall be communicated in writing and shall contain a full and complete statement of the grounds for the decision.
- 8.6** The Board shall not suspend (nor shall the Superintendent suspend, other than a suspension to which the School Act, Part 3, Section 15(5) reasonably applies) or dismiss any person bound by this agreement unless it has, prior to considering such action, held a meeting of the Board with the employee entitled to be present, in respect of which:
- a) the employee shall be given 72 hours' notice of the hearing and a written statement of the grounds for the contemplated action;
  - b) twenty-four hours prior to the hearing, the employee shall be given all documents that will be considered at the hearing;
  - c) at the discretion of the employee, the Association may be provided the documentation and notice of hearings in the same manner as specified above.
- 8.7** Notwithstanding Article 3, where an employee has been dismissed, the grievor shall have the option of referring a grievance regarding the dismissal directly to arbitration provided for in that Article.
- 8.8** At an arbitration, in respect of the discipline or dismissal of an employee, no material which has been removed from the file pursuant to Clause 9.6 (Personnel Files) may be presented.

***Procedures For Dismissal When Based On Performance***

- 8.9**
- a) The Board shall not dismiss an employee for performance except where the Board has received three reports indicating that their performance is less than satisfactory.
  - b) All new employees hired to the District and assigned to positions deemed to be continuing when advertised, shall serve a probationary period of one year. Probationary employees may be

terminated if they are unsatisfactory for any work related reason. During the probationary year, employees will be evaluated using the following process:

- i.** The evaluator meets with the employee and describes the purposes and requirements for formal evaluation. This first evaluation will be carried out by a school administrator or supervisor.
  - ii.** The evaluator, in consultation with the employee being evaluated, identifies and clarifies the criteria to be used in the evaluation.
  - iii.** The evaluator and the employee determine a schedule for observation and methods to be used in the collection of descriptive information.
  - iv.** The evaluator prepares a draft report on the employee's performance and discusses the content with the employee. Revisions are made, if necessary, to the draft report.
  - v.** Where the term evaluator is used, Article 7.3.1 shall apply.
- c)** A plan of assistance will be formulated and implemented to assist an employee in receipt of a less-than-satisfactory report. This plan will be developed jointly by the employee and the evaluator.

A reasonable amount of time for improvement of performance shall be provided within the first year of employment.

- d)** A second evaluation will be completed by the evaluator following the implementation of the plan of assistance. The process to be used will be as in steps (ii) through (v) above.

A reasonable length of time for improvement of performance shall be provided and, where required, the probation period may be extended.

**8.10** The reports shall be prepared in accordance with the following conditions:

- a)** The reports shall have been issued in a period of not more than 24 months; such period not including any leave of absence granted under Clause 8.12.

- b) At least one of the reports shall be a report of a Superintendent of Schools or an Assistant Superintendent of Schools;
  - c) The other two reports shall include reports of the Superintendent of Schools, or an Assistant Superintendent of Schools, or a Director of Instruction, or the principal of a school to which the employee is assigned. These reports will reflect information provided by specialists in accordance with Article 7.3.1.
  - d) No more than two reports may be undertaken by any one evaluator.
- 8.11** Immediately after the first less than satisfactory report, a plan of assistance will be formulated and implemented to assist the employee in overcoming the deficiencies. A reasonable period of time for improvement of performance shall be provided.
- 8.12** Where an employee receives a less than satisfactory report, the employee may request and be granted leave of absence of up to one (1) year for the purpose of taking a program of professional or academic instruction, in which case subsequent evaluation(s) shall be undertaken within the balance of the 24 months exclusive of the leave of absence period.
- 8.13** Where the Board intends to dismiss an employee on grounds of less-than-satisfactory performance, it shall notify the employee and the President of the Association of such intention and provide an opportunity for the employee and their representative to meet with the Superintendent and the Board within 14 days of such notice.

**ARTICLE 9 EMPLOYEE FILES**

- 9.1** There shall be only one (1) personnel file for each employee, and that file shall be maintained at Board offices.
- 9.2** Employees have the right and responsibility to periodically review their file.
- 9.3** After receiving a request from an employee, the Superintendent of Schools, or designate, shall forthwith grant access to that employee's file.
- 9.4** An appropriate Board official shall be present when an employee reviews their file. The employee may also be accompanied by an individual of their choosing.



- 9.5** The Board agrees that only material relevant to the employment of the employee shall be permanently maintained in personnel files. The Board shall, in consultation with the Association, determine guidelines for relevancy.
- 9.6** Where material critical of the employee, or in the nature of a reprimand, is placed in the file, the employee shall be informed, as soon as is practicable. The employee may apply to have the material removed four (4) years after the material is filed. Evaluation reports shall not be removed.
- 9.7** Personnel files shall be in the custody of the Superintendent of Schools at the Board offices and shall only be accessible to the individual and to the appropriate administrative officials of the school district.
- 9.8** All evaluation reports will be made available to the Board and any other information in personnel files may be made available to the Board at the professional discretion of the Superintendent of Schools; however, the employee shall receive written notice that such action has taken place.
- 9.9** One (1) school-based employee file may be maintained and that file shall be held by the principal at the employee's home school. Each employee shall have access to their file. At the end of the employees' assignment the principal and employee shall determine the disposition of the material in the file. Any dispute regarding the disposition or removal of material from a school-based employee file is subject to appeal under Board Regulation 4135.4.
- 9.10** An employee shall have the opportunity to attach a written rebuttal to any material contained in the District or school-based file.

**ARTICLE 10 EMPLOYEE ASSISTANCE: FALSE ACCUSATION**

- 10.1** The following circumstances shall result in the Board assuming all reasonable direct legal costs of any employee who has been found to be falsely accused of child abuse in the direct course of exercising their duties:
- a) When an investigation by the Board found that allegations brought against the employee were false or;
  - b) When an employee was acquitted of criminal charges by the courts.

- 10.2** Where an employee has been suspended without pay on grounds set out in Part 3, Section 15(4) of the School Act, the employee shall be reinstated with full pay for the period of such suspension, unless on the final disposition of the matter the employee is convicted of the offence charged or except in the case of concurrent or subsequent discipline action initiated by the Board under Section 15(7) of the School Act. Under these circumstances, an arbitrator shall have final authority for the recovery of salary.
- 10.3** The decision of the Board, pursuant to the School Act, Part 3, Section 15(5) shall be communicated in writing to the Association and to the employee and shall contain a full and complete statement of the grounds for the decision.

### **ARTICLE 11 PRINCIPLE OF SECURITY**

The Board and the Association agree that security of employment increases in proportion to length of service in the employ of the Board for employees who possess the necessary qualifications for positions which are available.

### **ARTICLE 12 DEFINITION OF SENIORITY**

- 12.1** “Seniority” means an employee’s aggregate length of service in a continuing contract position in the employment of the Board. Aggregate length of service shall include service under temporary contract awarded to employees who are subsequently appointed to a continuing contract.
- 12.2** Seniority service, from July 1, 1990, shall be determined by Full-Time Equivalent (F.T.E.) assignment. Effective July 1, 1994, seniority shall be calculated as follows:
- a) Any part of a day worked shall be deemed a full day of seniority.
  - b) A part-time ASA member whose schedule does not require the member to work each school day of a week shall be deemed to be working each school day of that week.
  - c) An ASA member shall not accumulate more than one year’s seniority in one school year.

**12.3** Seniority shall not be accrued during periods of absence from the District except during:

- a) Maternity leave, to a maximum of three years;
- b) Parenthood leave, to a maximum of one year;
- c) Sick leave;
- d) Educational leave, to a maximum of three years;
- e) Secondment to the Ministry of Education, to a maximum of two years;
- f) Secondment to a Post-Secondary Institution, to a maximum of two years;
- g) Leave taken under the Deferred Compensation Plan;
- h) Leave for Workers' Compensation Board – unlimited;
- i) Other leaves of absence for two consecutive months or less in one school year.

**12.4** Where two or more employees have the same seniority, ties will be broken by application of the following in sequence:

- a) The time and date of receipt of acceptance of appointment;
- b) The date the application for employment with the District was received;
- c) The earliest recorded date of being awarded a temporary or continuous position with the District.

**12.5** Seniority shall not be forfeited, except by termination arising from resignation or by dismissal (pursuant to Article 8).

**ARTICLE 13 SECURITY OF EMPLOYMENT BASED ON SENIORITY AND QUALIFICATIONS**

**13.1** When, for educational or budgetary reasons, the Board determines that it is necessary to lay off members of the Association employed on a

continuing contract, the Board shall consult with the Association regarding the process. If a reduction is to be effected the members to be retained shall be those who have the greatest seniority and who possess the necessary qualifications for the positions available.

**13.2** The Board shall give each employee it intends to terminate pursuant to this Agreement, a minimum of thirty (30) calendar days' notice in writing. The Board may rescind termination notice up to the date that the termination would be effective without being liable for the payment of severance pay.

- i.** Layoff notices shall state the reason(s) for the layoffs and shall be effective January 31 or June 30;
- ii.** The Board shall make available, at the time of layoff notice, information regarding positions held by less senior employees to those employees in receipt of layoff notice and to the Association.

**13.3**

- a)** Employees laid off under Clause 13.1 shall have the right to a leave of absence of up to two (2) years for the purpose of undertaking retraining for another position.
- b)** The Board may offer retraining to an employee who has a minimum of five years' seniority, in which case the employee shall receive an entitlement provided under Article 18 had the employee been laid off. The amount of such salary will be repayable in the event that the employee subsequently becomes employed by the Board as if this employee had been laid off and re-employed, with Clause 18.1 applying thereto. At the commencement of the school term next following the completion of the leave pursuant to this Article, the employee shall be entitled to be assigned to a position which is vacant and for which they possess the necessary qualifications.

**13.4** Should any appeal arise as to whether an employee has or does not have the necessary qualifications for a position, the appeal shall be referred to the Joint Committee within five (5) working days from the date that the employee has received layoff notice from the Board, or from the date that an applicant who has recall rights has received notice from the Board that the applied for position has been filled by another applicant. The appeal shall be in writing and must state the grounds on which the appeal is being lodged.

**ARTICLE 14 EMPLOYEE CONTRACT STATUS**

- 14.1** a) All employees appointed to the staff of the District shall be appointed on a continuing contract of employment, unless filling a temporary vacancy.
- b) Continuing contract appointments can be established on the basis of a full time equivalent or any portion thereof.
- 14.2** a) The Board shall, in filling ASA vacancies of 20-days duration or longer, provide the ASA President with:
- i. Advise as to whether the vacancy is to be posted
  - ii. A copy of the posting
  - iii. Posting date
  - iv. Media to be used in advertising
  - v. Name(s) of successful applicant(s) and start date(s)
- b) A temporary vacancy is defined as a vacancy of 20 days or more or a vacancy anticipated by the employee to be for 20 days or more and that occurs after the commencement of classes during the current school year. These vacancies shall be posted as they become known.
- c) All temporary vacancies will cease to exist on the return of the continuing contract employee, or at the end of each school year, except for short-term maternity leave, or when it is expected that the employee assigned to that position will return from leave prior to the end of the next school year.
- 14.3** a) A job-share position is defined as an employment condition where a full-time employee voluntarily shares their position for one academic year or part thereof. Job-sharing conditions are subject to applications made, and approval of, Human Resource Services.
- b) The segment of the position to be shared that is not filled by the incumbent, shall be filled by an ASA member on a temporary contract.
- 14.4** All job classifications within the Association contract that become vacant as result of, but not limited to, retirement, resignation, increased enrolment, leave of absence, lay-off or termination will remain within the Association provided that the position duties and responsibilities remain consistent with the ASA's jurisdiction.

## **ARTICLE 15 EMPLOYEES' RIGHTS OF RE-ENGAGEMENT**

**15.1** When a position on the specialist's staff becomes available, the Board shall, notwithstanding any other provision of this Agreement, first offer re-engagement to the employee who held a continuing contract at the time of termination and who has the most seniority among those terminated pursuant to this article, provided that the employee possesses the necessary qualifications for the available position. If that employee declines the offer, the position shall be offered to the employee with the next greatest seniority and the necessary qualifications, and the process shall be repeated until the position is filled.

All specialists' positions shall be filled in this manner while there are remaining specialists who have been terminated pursuant to this article.

**15.2** An employee who is offered re-engagement pursuant to Clause 15.1 shall inform the Board, whether or not the offer is accepted, within forty-eight (48) hours of the receipt of such offer.

**15.3** The Board shall allow ten (10) calendar days from the acceptance of an offer under Clause 15.1 for the employee to commence working duties, provided that where the employee is required to give a longer period of notice to another employer, such longer period shall be allowed but not to exceed thirty (30) days.

**15.4** An employee's right to re-engagement under this article is lost:

a) If the employee refuses to accept two positions for which they have the necessary qualifications, one of which is of equal or greater F.T.E. status than the position held at the time of lay-off.

b) If two years elapse from the date of termination under this article and the employee has not been re-engaged.

**15.5** Upon re-engagement, an employee shall retain their continuing appointment recall status even though this re-engagement may be to fill a temporary vacancy and/or for a percentage of employment different from the continuing appointment recall status.

**15.6** An employee on the recall list shall have the responsibility of keeping Human Resource Services informed of a change of name, address, or telephone number.

- 15.7** An employee re-engaged pursuant to this article shall be entitled to all sick leave credit accumulated at the date of termination.

**ARTICLE 16 SENIORITY AND SERVICE LISTS**

- 16.1** The Board shall, by November 1 of each year, forward to the Association a list of all employees currently employed by the Board under continuing contract, in order of seniority, calculated according to Article 12 setting out length of seniority as of July 1 of that year.
- 16.2** Any errors must be brought to the attention of Human Resource Services on or before November 30.

**ARTICLE 17 BENEFITS WHILE ON RECALL LIST**

An employee on continuing contract who retains right of recall pursuant to Article 15 of this contract shall be entitled, if eligible, and as long as not employed by anyone other than the Board on a full-time basis, to maintain participation in all benefits provided in this Agreement by payment of employee's costs of such benefits to the Board, which assumes the payment of the employer's costs of such benefits.

**ARTICLE 18 SEVERANCE PAY**

- 18.1** An employee on continuing appointment whose employment is terminated under this Agreement is entitled to compensation as follows:
- a) Two weeks' pay for one year but fewer than two years' seniority service;
  - b) Four weeks' pay for two but fewer than three years' seniority service;
  - c) Six weeks' pay for three but fewer than four years' seniority service;
  - d) Eight weeks' pay for four but fewer than five years' seniority service;

- e) Twelve weeks' pay for five but fewer than six years' seniority service;
- f) Sixteen weeks' pay for six but fewer than seven years' seniority service;
- g) Eighteen weeks' pay for seven but fewer than eight years' seniority service;
- h) Twenty weeks' pay for eight but fewer than nine years' seniority service;
- i) Twenty-two weeks' pay for nine but fewer than ten years' seniority service;
- j) Twenty-four weeks' pay for ten but fewer than twelve years' seniority service;
- k) Twenty-eight weeks' pay for twelve but fewer than fifteen years' seniority service;
- l) Thirty weeks' pay for fifteen years' seniority service;
- m) Four additional weeks' pay for every year of seniority service; thereafter in excess of fifteen years to a maximum total of one year's salary.

**18.2** For the purpose of severance pay, "seniority service" shall include:

- a) Maternity leave, to a maximum of three years;
- b) Parenthood leave, to a maximum of one year;
- c) Sick leave;
- d) Educational leave, to a maximum of three years;
- e) Secondment to the Ministry of Education, to a maximum of two years;
- f) Secondment to a Post-Secondary Institution, to a maximum of two years;
- g) Leave taken under the Deferred Compensation Plan;



- h) Leave for Workers' Compensation Board – unlimited;
- i) Other leaves of absence for two consecutive months or less in one school year.

**18.3** An employee who is dismissed for just and reasonable cause is not entitled to severance pay, as provided under Article 18.1.

**18.4** Seniority service shall mean an employee's length of service in the employment of the Board inclusive of service under a temporary contract.

**18.5** An employee who receives severance pay and is subsequently rehired shall retain any payment granted under the terms of this article, with the exception of an employee who is rehired within a two-year period. The amount of repayments of severance pay by employees rehired on continuing or temporary contracts within the two-year period shall be based upon the number of working days remaining in the two-year period. The formula to be applied is as follows:

- For employees who were paid severance pay based upon full-time employment and who are rehired on a full-time basis:

Severance pay/400 x Working days employed within the two-year period following termination.

- For employees who were paid severance pay based on less than full-time employment, or who were rehired on a less-than-full time basis, the formula above will be amended to reflect the amended employment status within the intent of this section. Employees who were paid severance pay recognizing part-time employment, and who were rehired on the same part-time basis, will not have the above formula amended.

The timing of severance pay refund payments shall be negotiated with the Board by the employee concerned; the period for such refunds shall not exceed two years.

**18.6** Salary on which severance pay is calculated shall be based on the employee's salary at the time of their termination.

**18.7** One week's pay shall be defined as 5/190ths of the annual salary placement at the time of termination.

## **ARTICLE 19 NEW POLICY OR CHANGES IN POLICY**

- 19.1** In the case of any changes in policy of the Board or of the Superintendent of Schools, where such changes affect the salary of any employee covered by this Agreement or will result in the reduction in the total employees employed, the President of the Allied Specialists' Association shall be immediately notified in writing by the Secretary-Treasurer of the Board and either party may refer the matter for discussion and consideration to the Joint Committee as provided in Article 3, provided that Clauses 3.13, 3.14 and 3.15 shall not apply to such Board policy matters referred to the Joint Committee under this clause.
- 19.2** Within thirty (30) days of the date of the School Board adopting a policy creating a new position which comes within this Agreement, the Board shall negotiate with the Association to establish the salary and/or allowances. Where such an agreement cannot be made, the matter shall be referred to the Joint Committee as provided in Article 3 and a decision rendered within sixty (60) days from the date of policy adoption.

**ARTICLE 20 BASIC SALARY SCALE**

**20.1 Employees' Salary Scale**

- a) Effective July 1, 2019 – 2% adjustment to the Employees' Salary Scale
- b) Effective July 1, 2020 – 2% adjustment to the Employees' Salary Scale
- c) Effective July 1, 2021 – 2% adjustment to the Employees' Salary Scale

- I. ASA employed on the date of ratification and who were employed on July 1, 2019 shall receive retroactive payment of wages to July 2019.
- II. ASA members hired after July 1, 2019 and were employed on the date of ratification shall have their retro-active pay pro-rated from their date of hire to the date of ratification.

**ASA SALARY GRID AS AT JULY 1, 2019  
GREATER VICTORIA SCHOOL DISTRICT NO. 61  
2% increase**

<b>INCREMENT</b>	<b>S3</b>	<b>P4</b>	<b>P5</b>	<b>P6</b>	<b>P6M</b>
<b>0</b>	44,622	48,717	53,304	57,782	58,837
<b>1</b>	44,622	48,717	53,304	57,782	58,837
<b>2</b>	46,465	51,006	55,885	60,633	61,695
<b>3</b>	48,310	53,294	58,461	63,483	64,548
<b>4</b>	50,154	55,583	61,042	66,332	67,403
<b>5</b>	51,998	57,871	63,620	69,183	70,256
<b>6</b>	53,841	60,161	66,201	72,033	73,112
<b>7</b>	55,686	62,448	68,779	74,882	75,966
<b>8</b>	57,528	64,737	71,357	77,732	78,821
<b>9</b>	59,371	67,028	73,938	80,582	81,673
<b>10</b>	61,214	69,316	76,518	83,434	84,526

<b>11</b>	-	73,393	81,468	88,443	89,567
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**ASA SALARY GRID AS AT JULY 1, 2020**  
**GREATER VICTORIA SCHOOL DISTRICT NO. 61**  
2% increase

<b>INCREMENT</b>	<b>S3</b>	<b>P4</b>	<b>P5</b>	<b>P6</b>	<b>P6M</b>
<b>0</b>	45,514	49,692	54,370	58,938	60,013
<b>1</b>	45,514	49,692	54,370	58,938	60,013
<b>2</b>	47,394	52,026	57,002	61,846	62,929
<b>3</b>	49,276	54,360	59,631	64,752	65,839
<b>4</b>	51,158	56,695	62,263	67,658	68,751
<b>5</b>	53,038	59,028	64,893	70,566	71,661
<b>6</b>	54,918	61,364	67,525	73,474	74,574
<b>7</b>	56,800	63,697	70,154	76,380	77,485
<b>8</b>	58,679	66,032	72,784	79,287	80,397
<b>9</b>	60,559	68,369	75,417	82,194	83,307
<b>10</b>	62,439	70,702	78,049	85,103	86,217
<b>11</b>	-	74,861	83,098	90,212	91,359

**ASA SALARY GRID AS AT JULY 1, 2021**  
**GREATER VICTORIA SCHOOL DISTRICT NO. 61**  
2% increase

<b>INCREMENT</b>	<b>S3</b>	<b>P4</b>	<b>P5</b>	<b>P6</b>	<b>P6M</b>
<b>1</b>	46,425	50,685	55,458	60,116	61,214

2	48,342	53,067	58,143	63,082	64,187
3	50,262	55,447	60,823	66,047	67,155
4	52,181	57,828	63,508	69,011	70,126
5	54,098	60,209	66,191	71,977	73,094
6	56,016	62,591	68,876	74,944	76,065
7	57,936	64,971	71,557	77,908	79,035
8	59,852	67,353	74,240	80,873	82,005
9	61,770	69,736	76,925	83,838	84,973
10	63,687	72,117	79,610	86,805	87,941
11	-	76,358	84,760	92,016	93,186

**20.2** Calculations for Pay for Daily Deductions and Part Year and Part Month Employment

- a) In the event that a temporary vacancy or continuing contract commences on a day other than the first school day in that month, or terminates on a day other than the last school day in that month, the formula for payment per day for that month shall be:

$$\frac{\text{Number of days worked in month} \times \text{current annual salary}}{195}$$

- b) Employees shall be paid their annualized salary in twenty equal consecutive semi-monthly instalments commencing in September. Pay days shall be the 15<sup>th</sup> and the last day of each month. In the event that the 15<sup>th</sup> or the last day of the month falls on a weekend, payments will be issued on the preceding Friday, or, in the event that the Friday is a statutory holiday, the day preceding that holiday.
- c) The Board will provide members the option of participating in a Payroll Savings Plan. To be eligible for the Payroll Savings Plan teachers shall:

- i. Be on a continuing appointment or a temporary contract of 0.5 FTE or greater and for not less than ten months.
  - ii. Notify the Board through its Payroll Office, in writing using the prescribed form, no later than 4:30 PM on the Friday following the first day of school in September that they wish to participate in the plan.
  - iii. Notify the Board, through its Payroll Office, in writing by June 30<sup>th</sup> if they do not wish to continue in the Payroll Savings Plan the following year.
- d) Those employees electing to participate in the Payroll Saving Plan shall receive their annual salary as follows:
- i. For September to June:
    - A. The semi-monthly net pay includes a deduction for the Payroll Savings Plan set at 16.67% of their net semimonthly salary.
    - B. The 16.67% of net semi-monthly salary will be paid into the Payroll Savings Plan.
  - ii. For July and August:
    - A. The amount accumulated in the Payroll Savings Plan will be paid by the Board in two equal installments into the employee's bank account on July 15 and August 15. If any of these days are non-banking days, the transfer will be made on the last banking day preceding these days.
  - iii. Employees electing to participate in the Payroll Savings Plan may not withdraw or suspend deductions for the remainder of the school year unless they have resigned from the District or been granted a leave that results in an interruption to earnings or have been terminated for cause. Other withdrawal from the plan would be in accordance with 20.c.iii.

**ARTICLE 21 PLACEMENT ON SALARY SCALE**

**21.1 Placement on Basic Salary Scale**

- a) Except as otherwise provided in this Agreement, the salary category of all employees will be determined by Human Resource Services using the years of relevant university training for the category and years of relevant work experience for the increment.
- b) The salary schedule is a basic scale, however, and the Board reserves the right to pay in special circumstances any employee a salary higher than that provided in the schedule, in which case the Association shall be notified accordingly. The Chairperson of the

Agreements Committee of the Association shall be notified in writing of each appointment made under this clause.

- c) In year 3 (2021-2022), the salary grid will be reconfigured from 0-11 to 1-11, an elimination of Step 0.

### **21.2 *Recognition for Work Experience***

- a) The employees in this group will be given full credit for all past professional work experience directly relevant to assigned positions. Work experience in non-school settings (such as hospitals, rehabilitation centres, government, universities, etc.) will be considered providing the employee is an accredited member of a professional body that regulates their profession. Each year of relevant work experience will be considered as one year of experience for purposes of placement on the Salary Scale.

### **21.3 *Certification Changes***

- a) The transfer from category to category by virtue of changed qualifications shall become remuneratively effective on the date so assigned provided the necessary documentation is presented to the Board within ninety (90) days of the assigned date of category change. Documentation presented later than ninety (90) days shall result in the remunerative change becoming effective on the first day of the month following presentation.
- b) Any revision of category determined by an appeal decision of the Joint Committee shall be retroactive to September 1 where the appeal is taken and the decision rendered prior to November 30, or to January 1 where the appeal is taken and the decision rendered prior to March 31.

### **21.4 *Increment Date***

Annual increments shall be shown in the applicable salary scale and these shall be payable upon the accrual of a full years service.

### **21.5 *Qualification Period for Increment***

- a) Part-Time Service

An employee employed for a school year on a part-time basis may be granted increments in accordance with the following conditions:

- i.** Periods of part-time service may be combined and if total service equals ten months on full-time, an increment shall be granted.
- ii.** Part-time service will be calculated on the basis of the FTE assignment.

**b) Partial Year Service**

Periods of partial year service may be combined and if the total service is ten months, an increment shall be granted.

**c) Combination of Part-time and Partial Service**

Part-time and partial year service may be combined in order to qualify for an increment.

**d) Increment Payable**

The annual increment is payable to an employee who is absent under the following circumstances:

- i.** On exchange or on a special assignment in the field of education carrying full pay.
- ii.** One increment may be granted to an employee on leave of absence for professional growth, providing a satisfactory statement is submitted covering the case.

**ARTICLE 22 ALLOWANCES**

**22.1 *Kilometre Allowance***

Employees who are required to use their personal vehicles in order to carry out their regular duties or other Board duties shall be reimbursed at a rate per kilometre, established as follows:

Each July the Kilometre Allowance should be adjusted to reflect the rate established by the Victoria aggregate cost of operating a mid-size automobile or, when the Victoria aggregate cost is not available, the British Columbia aggregate cost. The Board will provide the ASA with the cost analysis used to determine the current Vehicle Standard Cost as established by the Runzheimer Vehicle Standard Cost Schedule or, if not available, another source as agreed to by the Association and the Board.



## **22.2 *Safeguard Against Salary Reduction***

No person covered by this Agreement shall have their salary or allowance reduced by the application of this Agreement.

## **22.3 *Private Vehicle Damage***

Where an employee's vehicle is damaged by a student at a worksite or an approved school function, or as a direct result of the employee being employed by the employer, the employer shall reimburse the employee the lesser of actual vehicle damage repair costs, or the cost of any deductible portion of insurance coverage on that vehicle up to a maximum of \$600.

## **22.4 *Personally Owned Professional Material***

The employer shall reimburse an employee to a maximum of \$150 for loss, damage or personal insurance deductible to personally owned profession material brought to the employee's workplace to assist in the execution of the employee's duties, provided that:

- i. The loss or damage is not the result of negligence on the part of the employee claiming compensation;
- ii. The claim for loss of damage exceeds ten (10) dollars; iii. If applicable, a copy of the claim approval from their insurance carrier shall be provided to the employer;
- iii. The appropriate Principal or Vice-Principal reports that the loss was sustained while on assignment for the employer.

## **ARTICLE 23 HEALTH BENEFITS**

### **23.1 *Extended Health Benefits***

- a) The Board shall contribute fifty-eight percent (58%) of the cost of the Extended Health Benefits Plan for any employee in an assignment or accumulated assignment of at least .5 who contributes forty-two percent (42%) of the premium cost.
- b) Effective July 1, 2020, the parties agree that the Extended Health Benefits Plan will be amended to match the Greater Victoria Teachers' Association Extended Health Benefits plan as it exists May 2020.

- c) An employee covered under this plan whose assignment or accumulated assignment is subsequently reduced to below .5 shall continue to receive coverage as stipulated above.

### **23.2 *Group Insurance***

- a) The Board shall pay fifty percent (50%) of the cost of group life insurance under the Sun Life of Canada Group Insurance Plan for any employee in an assignment or accumulated assignment of at least .5 who contributes fifty percent (50%) of the premium cost.
- b) An employee covered under this plan whose assignment or accumulated assignment is subsequently reduced to below .5 shall continue to receive coverage as stipulated in 23.2 (a).

**23.3 Dental Plan**

- a) The Board shall pay eighty percent (80%) of the premium cost of a dental plan for any employee in an assignment or accumulated assignment of at least .6 who contributes twenty percent (20%) of the premium cost. As of July 1, 1989 an employee in an assignment or accumulated assignment of at least, .5 shall be entitled to participate in the dental plan as stipulated above.

Dental coverage shall be as follows:

- Part 1 (A) 100% of dental fee
- Part 2 (B) 50% of dental fee
- Part 3 (C) 50% of dental fee, with a maximum lifetime benefit of \$2,000 per family member.

- b) An employee covered under this plan whose assignment or accumulated assignment is subsequently reduced to below .6 (or .5 after July 1, 1989) shall continue to receive coverage as stipulated in 23.3 a).

**23.4 Employees on Leave of Absence**

Employees on unpaid leave of absence shall be eligible to purchase medical, extended health, group life insurance and dental plan benefits.

**23.5 Benefit Continuation after Statutory Sick Leave**

The Board and employee shall continue to contribute to their respective shares of the cost of maintaining coverage under B.C. Medical Services Plan, Extended Health Benefits Plan, Group Life Insurance Plan, Dental Plan, where applicable, during the period an employee is on medical leave of absence to a maximum of one year after expiration of statutory sick leave.

**23.6 Canada Savings Bonds**

Allied Specialists who hold an appointed position may purchase Canada Savings Bonds through payroll deduction, provided the Board has agreed to participate in the Canada Savings Bond - Payroll Deduction Program.

**ARTICLE 24 SICK LEAVE**

- 24.1** Sick leave with pay is earned at the rate of one and one-half (1.5) days for each month in the service of the Board. For the purposes of this clause, a "month" shall mean a month in which an employee has worked at least half the prescribed school days.
- 24.2** Fifteen (15) days of sick leave shall be available to each full-time employee at the beginning of each school year.
- 24.3** Employees commencing employment with the Board during the year shall have available to them, at the time of hiring, the quota of sick leave benefits which would accrue to them for the duration of their appointment.
- 24.4** Employees holding a part-time appointment with the Board shall, at the beginning of each year, receive sick leave benefits pro-rated according to the percentage of the time they work.
- 24.5** The amount paid to an employee for sick leave advanced but not earned during a year, shall be repaid by the employee to the Board in a manner to be determined by the Superintendent of Schools, or their delegate.
- 24.6** There is no maximum to the number of days of sick leave that may be accumulated but no more than 120 days may be used in one school year.
- 24.7** If an employee resigns from the Board's employ and subsequently resumes a position as an employee with the Board, they shall have immediate credit of the balance of all sick leave remaining to them at the time of their resignation.
- 24.8** Each employee shall receive, by September 30, an annual accounting of their accumulated sick leave as of August 31.
- 24.9** The Board recognizes and accepts accumulated sick leave credits from other school districts in British Columbia. It will be the employee's responsibility to provide written proof of the unclaimed balance of accumulated sick day credits.

## **ARTICLE 25 MATERNITY LEAVE AND S.U.B. PLAN**

### **25.1 *Short-term Maternity Leave:***

- a)** A pregnant employee shall be granted upon request a leave of absence:

- i. as provided in the Employment Standards Act, or
- ii. for a stated time so that the return to duty may coincide with the commencement of the following term or semester or following the spring break, unless an emergency was to dictate otherwise.

**25.2 *Supplemental Unemployment Benefits on Maternity Leave***

- a) When a pregnant employee takes a maternity leave to which they are entitled pursuant to the Employment Standards Act, the Board shall pay the employee:
  - i. 95% of the average weekly earnings received from District employment during the 12 months prior to their leave for the first two weeks of the leave, and where the employee is eligible to receive EI maternity benefits.
  - ii. The difference between 95% of their average weekly salary earned during the 12 months prior to their leave and the amount of EI maternity benefits received by the employee for a further 15 weeks.
- b) The Board agrees to enter into the Supplementary Employment Benefit (SUB) Plan agreement required by the Unemployment Insurance Act in respect of such maternity payment.

**25.3 *Extended Maternity Leave***

- a) An extension to the short-term maternity leave in 25.1(a) may be granted for the remainder of a school year with the option of extending the leave as parenthood leave for a period of up to two school years and thereafter annually for a total inclusive period not to exceed five years. Notification of intent to extend the leave must be made to Human Resource Services on or before March 31 of each year.
- b) Employees returning from extended maternity/parent leave shall do so at the commencement of a term or semester and shall notify the Board four weeks in advance, except in respect to leave expiring June 30 where notice shall be given by May 31.

**ARTICLE 26 PROFESSIONAL AND PERSONAL LEAVE**

Employees who wish to apply for professional or personal leave, except where this leave may be granted by a director, supervisor, coordinator of student services, principal or vice-principal, must submit their request in writing to Human Resource Services giving as much notice as possible.

**26.1 a) *Parent Leave***

At the time of birth of a child of an employee, the employee may apply for and shall be granted parent leave with pay up to a maximum of four (4) days. The employee may apply for up to six (6) additional days of leave, with the employee paying for the cost of the relieving employee.

**b) *Adoption***

At the time of adoption or legal guardianship of a child, the employee may apply for and shall be granted parent leave with pay up to a maximum of four (4) days. The employee may apply for up to six (6) additional days of leave, with the employee paying for the cost of the relieving employee.

**c) *Parenthood Leave***

An employee with a dependent child may be granted upon request a parenthood leave of absence without pay for a period of one year with the possible extension of a second year. Parenthood leave shall also be granted in the case of adoption.

**26.2 *Educational Leave***

- a) One day's leave of absence with pay may be granted to an employee to write an examination in a subject related to their profession.
- b) Employees on permanent staff may be allowed, at the discretion of the supervisor, a maximum of ten working days with pay during the school year to participate in a course of study, which has been approved by the Superintendent of Schools or their delegate. An employee who requests such a leave must submit, with their request verification of attendance in the course of studies.
- c) The Board may grant a leave of absence without pay for a period of one year in the first instance with a possible extension of a further year, for the purpose of attending a recognized university with a view to improvement of professional qualifications.

### **26.3 Bereavement Leave**

- a)** Five (5) days of paid leave shall be granted in each case of death of a member of the employee's immediate family

For the purposes of this article, "immediate family" means:

- i. the spouse (including common-law and same-sex partners), child and step-child (including in-law), parent (including in-law), guardian, sibling and step-siblings (including in-law), grandchild or grandparent of an employee (including in-law), and
  - ii. Any person who lives with an employee as a member of the employee's family.
- b)** Two (2) additional days of paid leave may be granted for travel purposes outside of the local community to attend the funeral. Such requests shall not unreasonably be denied.
- c)** In addition to leave provided in clauses 1 and 2 above, the superintendent may grant unpaid leave for a family member. Additional leave shall not be unreasonably denied. For the purpose of this clause "family member" means:

- i. in relation to an employee:
    - a) a member of an employee's immediate family;
    - b) an employee's aunt or uncle, niece or nephew, current or former foster parent, ward or guardian or their spouses; [See also Article G.4.5.]
  - ii. in relation to an employee's spouse or common-law partner or same-sex partner:
    - a) The spouse's parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
  - iii. anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

- d)** If the employee can demonstrate a need, up to two (2) additional days for travel shall be granted with the cost of the relieving employee to be borne by the Board.

- e) At the request of the employee, up to five (5) additional days will be granted with pay. Relieving employee costs to be borne by the employee.
- f) In the event of the death of a relative not mentioned above, or a friend of an employee, the employee shall be entitled to one half day (one day if the funeral is outside the Capital Regional District) with pay, to attend the funeral. Relieving employee costs to be borne by the Board.
- g) If the employee can demonstrate a need, up to two (2) additional days for travel shall be granted with pay. Relieving the employee costs to be borne by the employee.

**26.4 *Emergency Leave for Family Illness***

In the case of sudden illness in the family of an employee, a principal may grant up to three day's leave, with pay, each school year to an employee so that they may care for that member provided that the employee has made every effort to obtain alternate care.

**26.5 *Parental Leave***

A parental leave according to the *Employment Standards Act*.

**26.6 *Family Responsibility Leave***

The employer will grant family responsibility pursuant to the BC Employment Standards Act Part 6-52:

52 An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to

- (a) The care, health or education of a child in the employee's care, or
- (b) The care of health of any other member of the employee's immediate family.

*Note: In the event that there are changes to the Employment Standards Act with respect to Family Responsibility Leave, the legislated change provision (A.8) will apply to make the necessary amendments to this provision.*

**26.7 *Compassionate Care Leave***



- a)** For the purposes of this article “family members” means:
- i.** in relation to an employee:
    - a.** a member of an employee’s family;
    - b.** an employee’s aunt or uncle, niece or nephew, current or former foster parent, ward or guardian;
    - c.** the spouse of an employee’s sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian;
  - ii.** in relation to an employee’s spouse:
    - a.** the spouse’s parent or step-parent, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or a current or former ward; and
    - iii.** anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.
- b)** Upon request, the employer shall grant an employee Compassionate Care Leave pursuant to Part 6 of the BC Employment Standards Act for a period up to eight (8) weeks or such other period as provided by the Act. Such leave shall be taken in units of one or more weeks.
- c)** Compassionate care leave supplemental employment insurance benefits:

When an employee is eligible to receive employment insurance benefits, the employer shall pay the employee:

- i.** one hundred percent (100%) of the employee’s current salary for the first two (2) weeks of the leave,
- ii.** for an additional six (6) weeks, one hundred percent (100%) of the employee’s current salary less any amount received as EI benefits.
- iii.** Current salary shall be calculated as 1/40 of annual salary where payment is made over ten months or 1/52 of annual salary where payment is made over twelve months.

## 26.8 *Discretionary Leave*

- a) The Superintendent of Schools, or their delegate, may grant leave with pay, in the following circumstances:
- i. One day per school year to participate in the observance of a recognized holy day.
  - ii. One day to attend a convocation where the employee is to receive a degree; one (1) day to attend a convocation at the University of Victoria at which a member of their family is to receive a degree; and one day for such purposes if the convocation is at another university.
  - iii. Up to five days in any one school year for participation as a member of a group taking part in a cultural or service activity or participation as an athlete or coach in provincial or international events – leave for longer than five days may be granted with the cost of the substitute to be borne by the employee or, where no substitute is required, a salary deduction calculated on the basis of Clause 20.2 of this agreement shall be made for each day. Granting of such leaves shall be with the understanding they:
    - Are approved structured activities only;
    - Are sponsored or supported by a recognized cultural or service organization or society;
    - Produce tangible results for the community;
    - Do not arise from a self-serving interest;
    - Do not negatively impact the delivery of programs for students.

Any remuneration provided by an outside agency shall negate the Board's obligation to provide leave with pay.

- iv. In special circumstances leave for any number of days may be granted for participation in an activity, which offers a unique or unusual opportunity for professional growth related to the service provided by the individual and the delivery of the K-12 education program.

- b) Leave may be granted for one day with pay on the occasion of the employee's marriage or that of a person in the employee's immediate family.
- c) Employees may request personal leave without salary for a period of up to two (2) years.

Should an employee not be granted a leave under this clause, the employee will be provided reasons for the denial.

#### **26.9 Short Term Unpaid Discretionary Leave**

- a) *i.* An employee shall be entitled to minimum of three (3) days of unpaid discretionary leave each year.
  - ii.* The leave will be subject to the educational requirements of the district and the availability of a replacement. The leave must be approved by the superintendent or designate. The request shall not be unreasonably denied.
- b) The leave will be addition to any paid discretionary leave provided in local provisions.
- c) The combination of this provision with any other same provision shall not exceed three (3) days. (See 26.7.c)

#### **26.10 Leave for Elected Office**

The Superintendent of Schools or their delegate shall grant leave of absence to employees wishing to seek election to public office. Leave prior to polling shall not exceed two months, with salary deductions based upon Clause 20.2 of this agreement. If elected to public office the employee must submit a request for further leave for the balance of the school year and prior to March 15 for each succeeding year, for a maximum period of five years.

#### **26.11 Subpoenas and Jury Duty**

Employees called for jury duty or subpoenaed to attend any legal proceedings shall be permitted to carry out their jury and legal duties without loss of their regular working salary, provided that their regular jury pay or witness fees be assigned to the Board.

**26.12 Deferred Leave Salary Plan**

Appointed members of the Allied Specialists' Association may participate in the Deferred Compensation Leave of Absence Plan as it is defined within Schedules "A" and "B" as appended to this agreement. It is further agreed by the parties that reference to "participants" shall also include eligible members of the Allied Specialists' Association.

**ARTICLE 27 EARLY RETIREMENT INCENTIVE PLAN**

**27.1** Subject to the approval of the Ministry of Education, the Board will pay a retirement gratuity to employees retiring before age 65 under the following terms and conditions.

**A. Amount of Gratuity**

The gratuity will be calculated as a percentage of the employee's placement on the salary scale as per Article 20 of the agreement, exclusive of allowances, in the following amounts:

Age	Percentage
65	Nil
64	10%
63	30%
61 - 62	40%
57 - 60	45%
55 - 56	55%

Employees who are on a continuing part-time appointment will have their gratuities prorated.

**B. Method of Payment:**

The gratuity will be paid in instalments. The first instalment of \$10,000 will be paid on January 1 to persons retiring on December 31. The first instalment of \$4,000 will be paid on July 1 to persons retiring on June 30. The remaining gratuity will be paid in instalments of \$10,000 or the balance owing, whichever is less, on each successive January 1.

**C. Fringe Benefits:**

The Board will pay the full cost of the following benefits for a five year period from the date of retirement, or to age 65, or until death, whichever occurs first, subject to a reduction equal to the coverage the employee can receive as a result of retirement:

- a) Dental
- b) Extended Health Benefits

**D.** This Plan shall remain in effect until at least July 1, 1993. The Plan is not retroactive.

**E. *Eligibility:***

In order to be eligible for this gratuity, the employee must:

- a) Retire, having provided Human Resource Services with notice of intention to retire by April 1 for those retiring June 30, and October 31 for those retiring December 31;
- b) Be on a continuing appointment;
- c) Be on the maximum step of the salary scale;
- d) Have been employed for a minimum of ten full-time equivalent years.

**F. *Other Conditions:***

- 1. The Board reserves the right to restrict the number of persons granted the early retirement incentive in any year;
- 2. Age shall be defined by the Pension Plan, namely, actual age as at effective date of retirement;

**27.2** All provisions of the Plan are subject to compliance with legislative provisions which may be enacted;

**27.3** Changes may be made to the Plan in the event that further information concerning Federal Budget or tax laws indicate that such changes may be advantageous to the employees. Any change so made will not be retroactive.

- 27.4** In applying for and being granted the early retirement incentive, an eligible employee clearly recognizes that they are prohibited from being employed by School District No. 61 in the future in any capacity.

**ARTICLE 28 LEAVE FOR CONTRACT NEGOTIATION & ADMINISTRATION**

- 28.1** The parties agree that where practicable, negotiations shall be conducted at times other than regular work hours. When it is necessary to conduct negotiations during regular work hours, the Board shall provide release time for Association Bargaining Committee members. The number of Committee members for which release time will be provided shall be determined prior to the commencement of negotiations.
- 28.2** Release time with pay shall be provided, as needed, for any member of the Joint Committee to participate in a grievance or arbitration hearing during their regular appointed hours.

**ARTICLE 29 PROFESSIONAL DEVELOPMENT DAYS**

- 29.1** Members of the Allied Specialists' Association may, with the approval of their supervisor, be granted up to four (4) days professional development leave with pay to take advanced or special training which will be of benefit to the employee and employer and satisfy college requirements for registration. Notwithstanding the above, ASA members may, at the discretion of their supervisors, be required to participate in up to four (4) District professional development days as part of the annual Pro-D entitlement.

**ARTICLE 30 PROFESSIONAL DEVELOPMENT FUND**

- 30.1** If professional development funds are made available to certificated teachers, to be wholly paid by the Board, this group of employees will have the right to apply for the use of these funds.
- 30.2** Attachment: Letter of Understanding: Professional Development Funds

**ARTICLE 31 REGULAR WORK YEAR FOR EMPLOYEES**

**31.1** The annual salary established for employees covered by this Agreement in Article 20 (Basic Salary Scale) shall be payable in respect of the regular employee's work year which shall not exceed those days in session per school year, as prescribed in the Ministry calendar inclusive of:

- i. No fewer than 5 non-instructional days;
- ii. At least one year-end administrative day.

**31.2** Any employee requested by the appropriate supervisor and who agrees to work beyond the number of prescribed days in the school year shall be compensated by time off during the school year, except for District activities normally compensated by honoraria.

### **ARTICLE 32 HOURS OF WORK**

The Employee shall not be bound to observe regular daily working hours, but shall devote at least thirty-five hours per week to the performance of required duties. Where declared school holidays occur in a given week, such minimum hours shall be reduced proportionately.

### **ARTICLE 33 HEALTH AND SAFETY**

**33.1** Services shall be provided in facilities that are clean and where temperature, ventilation, lighting, humidity, sound level and other physical conditions are hygienic, safe and conducive to effective work.

**33.2** Where the working conditions are perceived to jeopardize the validity of the specialty service to be provided, the service will be temporarily discontinued until there is an opportunity for the principal, the association member and a District representative to fully address the issue.

The implementation of this clause by an employee in response to a specific situation shall not be construed as a violation of Clause 3.7.

**33.3** Other specific health and safety problems shall be reported to the principal. If the situation is not rectified, the concern shall be processed through the grievance procedure as outlined in Article 3.

- 33.4** Employee involvement in administering medication to students shall be as outlined in the District policy and regulations 5141.20, Oral/Topical Medication.

**ARTICLE 34 NO DISCRIMINATION**

- 34.1** There will be no discrimination against any applicant to a position covered by this agreement or against any member of the Agreements Committee on the basis of race, colour, creed, age, physical handicap, sex or sexual orientation, religious or political affiliation, national origin, marital status, whether they have children, or because they are participating in the activities of the Association, carrying out duties as a representative of the Association, or involved in any procedure to interpret or enforce the provisions of the collective agreement.

**ARTICLE 35 SEXUAL HARASSMENT**

- 35.1** The Board and Association recognize the right of all employees to work in an environment free from sexual harassment.
- 35.2** Sexual harassment is defined as any repeated and unwelcome sexual comment, suggestion or physical contact that creates an uncomfortable working or learning environment for the recipient, made by a person who knows or ought to know it is unwelcome. Sexual harassment may include a single sexual advance made by a person of authority over the recipient that includes or implies a threat and may include a reprisal made after a sexual advance is rejected.
- 35.3** The Board and Association agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual harassment which may arise in the work place.
- 35.4** The Board shall establish procedures for dealing with sexual harassment complaints arising from employee behaviour in the work place.
- 35.5** If the sexual harassment complaint is not resolved on a confidential basis, the complainant may initiate a grievance procedure as provided by Article 3 in this Agreement.



**ARTICLE 36 NON-SEXIST ENVIRONMENT**

- 36.1** A non-sexist environment shall be defined as that which does not discriminate against females or males by portraying them in stereotypical roles.
- 36.2** The Board and the Association do not condone and shall not tolerate any written or verbal expression of sexism by any personnel.
- 36.3** Any written allegation of sexism made by a member of the Association shall be jointly investigated by the Superintendent or a designate and the President of the Association, who shall, upon the completion of their investigation, present their findings to the parties.

**ARTICLE 37 RACE RELATIONS**

- 37.1** The Board and the Association do not condone and shall not tolerate any expression of racism.
- 37.2** Any written allegation of racism made by a member of the Association shall be jointly investigated by the Superintendent and the President of the Association for report to both parties.

**ARTICLE 38 TERM OF AGREEMENT**

**38.1 *Term***

This Agreement shall remain in effect from July 1, 2019 up to and including June 30, 2022 and shall continue in effect from year to year thereafter, subject to the right of either party, within four (4) months immediately preceding the expiry date or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining in good faith with a view to the conclusion of a renewal or revision of this Agreement, or a new agreement.

**38.2 *Continuation Clause***

Should either party give written notice to the other party in accordance with Clause 38.1, the terms and conditions of this agreement shall thereafter continue in full force and effect until the parties shall conclude a

subsequent agreement. This clause shall not prejudice the right of either party to take action permitted by Part 5 of the Industrial Relations Act.

**38.3** The total premium expense for the following employee benefits shall be borne by the employee in the event of a strike and the employer in the event of a lockout:

- a) Medical Services Plan of B.C.
- b) Extended Health Benefits
- c) Group Life Insurance
- d) Dental Plan

**38.4** There shall be no strikes or lockouts so long as this agreement continues to operate.

### **ARTICLE 39 DEFINITIONS**

**39.1** The term WCB shall mean the Workers' Compensation Board.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed on this day \_\_\_\_\_ of \_\_\_\_\_, 2020, in the City of Victoria, Province of British Columbia.

THE CORPORATE SEAL OF THE BOARD OF SCHOOL TRUSTEES OF SCHOOL DISTRICT NO. 61 (GREATER VICTORIA) was hereunto affixed in the presence of:

SIGNED BY THE DULY AUTHORIZED OFFICERS OF THE ALLIED SPECIALISTS' ASSOCIATION

\_\_\_\_\_  
Jordan Watters  
Chairperson of the Board

\_\_\_\_\_  
Jeanette Alexander  
President

\_\_\_\_\_  
Kim Morris  
Secretary-Treasurer

\_\_\_\_\_  
Tammy Sherstobitoff  
District Principal, Human Resources

**BOARD OF SCHOOL TRUSTEES**  
**DISTRICT NO. 61 (GREATER VICTORIA)**

**MEMORANDUM**

**TO:** The Allied Specialists' Association

**FROM:** C. B. Symons, Secretary-Treasurer

**RE:** **JOB SHARING**

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During the course of negotiations related to the Collective Agreement for the period January 1, 1985 to June 30, 1986 an understanding was reached with respect to an amendment to Regulation 4115.4 concerning Job Sharing. The intent of the change in the regulation would be to permit employees who take off time for job sharing purposes to be entitled to the same benefits as those employees who participate in job sharing by way of changing their assignments from full-time to part-time.

This understanding is separate from, and does not form a part of the Collective Agreement.

**LETTER OF UNDERSTANDING**

**BETWEEN:** Board of School Trustees of School District No. 61 (Greater Victoria)

**AND:** Allied Specialists' Association

**RE: STAFFING PROCEDURES**

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The intent of this Letter of Understanding is to clarify for both parties the procedures to be used when an ASA member is granted a leave of absence or a reduced assignment. A reduced assignment may be requested to provide time for a member to be the President of the Association, to allow a member to undertake a part-time Secondment or to accommodate other personal needs. Those leaves entitled pursuant to the Employment Standards Act are not included in this undertaking.

The parties agree to review the efficiency of these procedures as necessary.

1. The member submits in writing to Human Resource Services a request for a leave of absence or a reduced assignment for a specified term. This is generally done in the spring of the year in preparation for the following school year.
2. If approved, Human Resources will post the part-time vacancy and fill it on a temporary basis.
3. When a member wants to return from a leave of absence or reduced assignment, the member submits such request in writing to Human Resources Services. Forty-five (45) days notice is required for January 31 or June 30, depending on the specified term indicated in the original request. The member returning from a leave of absence or reduced assignment can request to be reinstated to the previously held FTE or up to their full entitlement: that being the highest continuing FTE held by that member.
4. If the result of reinstating a member's FTE entitlement has an impact on other members with continuing status (i.e. more FTE entitlement than FTE available), the available FTE will be allocated and the lay off provision in Article 13 will be utilized.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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On behalf of the Employer

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On behalf of the Association

## LETTER OF UNDERSTANDING

**BETWEEN:** Board of School Trustees of School District No. 61 (Greater Victoria)

**AND:** Allied Specialists' Association

**RE: EMPLOYEE CONTRACT STATUS: SPECIALIST ON CALL (SOC), AND  
OFFERS OF NEW AND/OR ADDITIONAL EMPLOYMENT**

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The parties recognize that, from time to time, there may be need for short-term employment on a casual basis. Such employment may be for periods of time for which a temporary contract is not appropriate or for replacement of absence employees.

The Board does not, hereby, undertake to provide replacement employees in all cases where an employee is absent.

1. Rate of Pay:

A Specialist on call shall be paid 1/189 of their category classification and experience or at Category S3, Increment 0, which ever is the greater amount, for each full day worked. Specialists on call shall be paid an additional compensation of \$3 over daily rate in lieu of benefits. This benefit will be prorated for part days worked but in no case will be less than \$1.50.

2. Seniority

A Specialist on Call shall not accrue seniority for casual call-out work. A Specialist on Call will accrue seniority for work done on a temporary contract.

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When additional employment is available and when the District intends to offer a contract of employment, the following will apply.

1. Offer of a Continuing or Temporary Contract

Continuing or temporary contracts shall be first offered, in order of qualifications and seniority, to ASA members who currently hold continuing contracts. If no continuing contract ASA member accepts the contract then it shall be offered to a temporary contract member in order

of qualifications and seniority when not in conflict with a current assignment.

2. Status at the end of a Temporary Contract.

Non-Qualified Members; Short Term Contract Employees

At the end of the term of a temporary contract, an ASA member who is not on a continuing contract ceases to be employed by the District and ceases to be a member of the ASA, except when the member is also on the SOC list in which case the ASA member will continue on the SOC list.

This Letter of Agreement shall expire \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

On behalf of the Employer

\_\_\_\_\_  
\_\_\_\_\_

On behalf of the Association



**LETTER OF AGREEMENT**

**BETWEEN:** Board of School Trustees of School District No. 61 (Greater Victoria)

**AND:** Allied Specialists' Association

**RE: SET-BC SENIORITY LIST FOR SPEECH AND LANGUAGE PATHOLOGISTS**

---

The parties recognize that the Ministry of Education provides a unique source of funding designated for Special Education Technology (SET BC) a program that is aside the district's provincial operating funding.

The parties also recognize that the SET BC funding is used, in part, to employ Speech and Language Pathologists who provide a service that is unique and directly related to Special Education Technology.

Therefore, the parties agree to establish demarcation between Speech and Language Pathologists who are funded through the SET BC grants and those funded through district programs. To achieve this, two seniority lists will be maintained that will segregate Speech and Language Pathologists according to funding sources. The terms and conditions of Article 12, Definition of Seniority and, Article 13 Security of Employment Based on Seniority and Qualifications, shall apply onto to members of each seniority list independent of the other list.

This letter of Agreement shall expire June 30, 2022.

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On Behalf of the Employer

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On Behalf of the Association

**LETTER OF UNDERSTANDING**

Between

BOARD OF EDUCATION FOR SCHOOL DISTRICT NO. 61  
(GREATER VICTORIA)  
“Employer”

And

ALLIED SPECIALIST ASSOCIATION  
(ASA)  
“Association”

**Re: Quadra Warehouse Committee**

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IT IS AGREED:

The parties establish a Joint-Committee by September 30, 2020 to discuss the efficiency, effectiveness, organizational structure and functionality of the newly created shared space and support to schools for members of the Allied Specialist Association at Quadra Warehouse located at 2549 Quadra Street.

The committee shall consist of up to three (3) representatives appointed by each of the parties, unless mutually agreed otherwise.

AGREED \_\_\_\_\_  
date

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School District 61, Greater Victoria

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ASA, Greater Victoria

**LETTER OF UNDERSTANDING**

Between

BOARD OF EDUCATION FOR SCHOOL DISTRICT NO. 61  
(GREATER VICTORIA)  
“Employer”

And

ALLIED SPECIALIST ASSOCIATION  
(ASA)  
“Association”

**Re: Professional Development Funds**

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IT IS AGREED:

In order to improve services to students in the Greater Victoria School District provided by the Association, the Employer has established a Professional Development Fund. During the 2019-2020 school year \$5,193.00 will be made available to Association members and in the 2020-2021 school year an additional \$10,502.00 will be added, totaling a one time amount of \$15,695.00.

A Committee of up to three (3) representatives appointed by each of the parties, unless mutually agreed otherwise will be formed to develop and equitable process for the use and distribution of funds will be determined by no later than September 30, 2020.

AGREED \_\_\_\_\_  
date

\_\_\_\_\_  
School District 61, Greater Victoria

\_\_\_\_\_  
ASA, Greater Victoria



## SCHEDULE "A"

### Deferred Compensation Leave Of Absence Plan

#### 1. Definitions

- 1.1 "Accrued Interest" means the amount of interest earned in accordance with clause 3.3 on the monies retained by the board on behalf of participants, calculated from:
  - 1.1.1 The first day any of such monies has been received by the eligible financial institution, or
  - 1.1.2 The last date to which interest has been paid in accordance with clause 3.4.
- 1.2 "Collective Agreement" means the agreement in force pursuant to PELRA, and subject to the provisions of the provincial matters agreement.
- 1.3 "Committee" shall mean the Board Personnel Committee and two appointees of the Allied Specialists' Association.
- 1.4 "Current Compensation Amount" means the total compensation payable by the Board to the Participant for the school year, (September 1 to June 30) including their proper grid salary and all allowances, per the current Collective Agreement in force between the Association and the Board.
- 1.5 "Deferred Compensation Amount" means the portion of the Current Compensation Amount which is retained by the Board for a Participant in each year in accordance with clause 3.1 and augmented from time to time by interest thereon calculated in accordance with clause 3.3 but less all interest paid to the participant in accordance with clause 3.4.
- 1.6 "Eligible Specialist" shall mean any specialist on continuing contract having three (3) years service with the Board.
- 1.7 "Leave of Absence" means the period described in clause 4.1.
- 1.8 "Memorandum of Agreement" means the Leave of Absence and Deferred Compensation Plan Memorandum of Agreement attached to this addendum.

- 1.9 "Participant" means an Eligible Specialist whose application for participation in the Plan has been approved by the Board in accordance with clause 2.2 and has completed a Memorandum of Agreement.
- 1.10 "Participation Rate" applies to the number of new applications approved each year for inclusion in this plan. The approval rate shall not exceed 5% (five per cent) of specialists on continuing contracts.
- 1.11 "Plan" means the plan set out in this Addendum.

## **2. Application**

- 2.1 In order to participate in the Plan, an Eligible Specialist must make written application to the District Superintendent of Schools or their delegate, by way of the Memorandum of Agreement, on or before March 31, stating the date when the Eligible Specialist wishes to participate in the Plan.
- 2.2 The District Superintendent of Schools, or delegate, shall by May 15 following the date of application, advise each applicant of the Board's approval or disapproval of their application, and if the latter, a reasonable explanation therefore.
- 2.3 The Participation of the Eligible Specialist in the Plan will become effective on the date specified in the Memorandum of Agreement.

## **3. Funding For Leave Of Absence**

Funding for the Leave of Absence shall be as follows:

- 3.1 During each year of the deferral period, the participant will receive their current compensation amount, less the percentage amount to be retained by the board which was specified by the participant in the Memorandum of Agreement and less statutory and other legal or contractual deductions. Such percentage amount may be varied, subject to clause 3.2, by giving written notice to the board at least one (1) month prior to the requested change. The board shall not be obligated to accommodate more than one request each school year for a change to the deferral amount.
- 3.2 The percentage of the annual current compensation amount deferred by the participant cannot exceed thirty-three and one third (33 1/3) per cent.  
NB: To comply with Revenue Canada - Income Tax Act

- 3.3 The monies retained by the Board on behalf of each participant, in accordance with clause 3.1, including interest thereon (until paid out in accordance with clause 3.4) shall be pooled and shall be invested and reinvested by the Board in investments offered from time to time by any one of the following: Vancouver City Savings, any Canadian Chartered Bank, any Trust Company authorized to do business in the Province of British Columbia or any Credit Union authorized to do business in the Province of British Columbia as directed before September 10 in each year by the Committee. In making such determination the Board, the Association and members of the Committee shall not be liable to any Participant for any investments made which are authorized by this clause.
- 3.4 The eligible financial institution shall pay the accrued interest on each December 31 to the participant.  
NB: To comply with Revenue Canada - Income Tax Act
- 3.5 The Secretary-Treasurer shall make an Annual Report to each Participant under this Plan as to the amount of deferred salary, together with interest accrued to that date. The Annual Report shall be made no later than June 30 of any given year under the Plan.
- 3.6 In the event that any monies retained and invested pursuant to the terms of this plan be lost by reason of insolvency of the eligible financial institute, the board shall not be obliged to pay the participants any further amounts in respect to services for the deferral period.
- 3.7 The Board will bear the administrative expenses of the Plan.

#### **4. Taking Of Leave Of Absence**

The taking of a Leave of Absence shall be governed by the following provisions:

- 4.1 The Leave of Absence shall occur according to, and be governed by the terms of this Article.
- 4.2 The leave of absence shall be for not less than six (6) consecutive months.  
NB: To comply with Revenue Canada - Income Tax Act
- 4.3 The leave of absence shall commence and subsequently cease coinciding with the natural breaks in the delivery of the education program.

- 4.4 The time and manner of payment to the participant during the leave of absence shall be in accordance with a plan determined by the participant prior to the commencement of leave, but in any event payments shall not be more frequent than provided for the payment of regular salaries and all amounts payable shall be paid to the participant no later than the end of the first taxation year that commences after the end of the deferral period.  
NB: To comply with Revenue Canada - Income Tax Act
- 4.5 The salary to be paid to a Participant during a Leave of Absence shall be related to the moneys retained by the Board in accordance with clause 3.1 for such Participant, as augmented by the interest earned thereon in accordance with clause 3.3, but less any deductions made by the Board under clause 5.1 and any monies required by law to be paid by the Board for or on behalf of a Participant.  
NB: To comply with Revenue Canada - Income Tax Act
- 4.6 The total of the payments to be made to a participant in accordance with clause 4.2 during a leave of absence shall be the deferred compensation amount retained by the board, but less any monies required by law or in accordance with the terms of the collective agreement, to be paid by the board for or on behalf of a participant. The participant shall not receive any salary from the board during the leave other than the deferred compensation amount.  
NB: To comply with Revenue Canada - Income Tax Act
- 4.7 Notwithstanding the period of leave specified in the Memorandum of Agreement, a participant may, on one occasion only, with the consent of the Superintendent or designate, and, given not less than six (6) months notice prior to the scheduled date for the commencement of the leave, postpone such leave for a period not greater than one year. This postponement will not move the commencement of the leave beyond six years from the date of enrollment in the Plan.  
NB: To comply with Revenue Canada - Income Tax Act
- 4.8 Subject to 4.7 above, the leave of absence shall immediately follow the deferral period.  
NB: To comply with Revenue Canada - Income Tax Act
- 4.9 On return from their Leave of Absence, the specialist will be assigned to a position with the Board as required by the terms of the collective agreement then in force between the Board and the Association governing such matters.



- 4.10 After participation in the Plan, the specialist's salary and benefits will be as set out in the collective agreement then in force between the Board and the Association governing such matters.

## **5. Employee Selected Benefits**

The providing of benefits will be as follows:

- 5.1 During a Leave of Absence, the employee taking the leave shall be responsible for the cost of premiums for employee selected benefits. Where a Participant is obligated to pay the cost of any employee selected benefit during the Leave of Absence, the Board shall pay such cost on behalf of the Participant on their request and deduct the moneys so paid from the monies otherwise payable to the Participant during the Leave of Absence.
  - 5.1.1 During a Leave of Absence the employee taking the leave shall be responsible for the cost of premiums for employee selected benefits. Should the specialist elect to have their Deferred Leave funds paid to them in a lump sum manner, the specialist will make a lump sum payment (as reasonably estimated by the Board) in advance, by June 30th in the year the leave will commence, to cover their share of premiums.
  - 5.1.2 While on leave, any benefits tied to salary level will be structured according to the salary the specialist would have received, as if the specialist were teaching in the leave year.
- 5.2 Sick leave credits accrue as set forth in the collective agreement then in force between the Board and the Association governing such matters.
- 5.3 The Board will make Superannuation deductions required by the Pension "Municipal" Act.

## **6. Withdrawal**

- 6.1 A Participant who ceases to be employed by the Board must withdraw from the plan.
- 6.2 A participant may withdraw from the plan upon giving written notice of withdrawal to the Superintendent or designate not less than four (4) months prior to the date on which the leave of absence is to commence.

- 6.3 Upon termination of employment and/or withdrawal from the plan, the board shall pay to the participant the deferred compensation amount, including any unpaid interest, within sixty (60) days. Upon such payment being made the board shall have no further liability to the participant under the plan.
- 6.4 Should a Participant die, the Board shall within thirty days of notification to the Board of such death, pay the Deferred Compensation Amount to the Participant's estate, subject to the Board receiving any necessary clearance and proofs normally required for payment to estates.

**7. Suspension From Participation And Reinstatement In The Plan**

- 7.1 A Participant may, for a twelve-month period, suspend their participation in the Plan as of the September 1 following giving notice to the Board. Until further notice as provided in clause 7.2, the Board shall pay the Current Compensation Amount to the Participant as if they were not participating in the Plan. The amounts previously retained by the Board and interest thereon in accordance with clauses 3.1,3.2 and 3.3 shall continue to be held by the Board until the Participant withdraws from the Plan or takes a Leave of Absence. The amount so retained shall continue to bear interest until the Leave of Absence is granted or the Participant withdraws from the Plan.
- 7.2 A Participant who has given notice in accordance with clause 7.1 may give notice to the Board advising that they wish to become reinstated in the Plan, in which case, on September 1 immediately following such notice, the Participant shall be reinstated in the Plan.

**LEAVE OF ABSENCE AND DEFERRED COMPENSATION**

**MEMORANDUM OF AGREEMENT**

**SPECIALIST’S NAME:** \_\_\_\_\_

**Please Print**

I have read the terms and conditions of the Agreement between the Board of School Trustees of School District No. 61 (Greater Victoria) and the Allied Specialists’ Association setting up the Leave of Absence and Deferred Compensation Plan and understand same and I agree to participate in the Plan under the following terms and conditions:

**ENROLMENT DATE**

My enrolment in the plan shall become effective for the school year commencing JULY 1, \_\_\_\_\_.

I shall take my Leave of Absence from \_\_\_\_\_yr. \_\_\_\_\_ to \_\_\_\_\_yr. \_\_\_\_\_, (not to be less than (6) six consecutive months) but I shall have the right in accordance with Clause 4.7 to postpone such a leave for up to (12) twelve months.

**FUNDING OF LEAVE OF ABSENCE**

In accordance with Clause 3.1, I direct that the percentage amounts as set out in this clause (not to exceed thirty-three and one third (33 1/3) per cent) be withheld from my Current Compensation Amount with respect to my participation in the Plan for the following school years:

First Year	_____%	Third Year	_____%
Second Year	_____%	Fourth Year	_____%
Or for All Years	_____%		

On one occasion in any school year, the Participant may, by written notice to the Board, alter the percentage amounts for that or any subsequent year in accordance with Clause 3.1.

**RETURN TO EMPLOYMENT**

I understand that I must return to employment with the Board for a period of time not less than the period of leave.

**Date:** \_\_\_\_\_

**Specialist’s Signature**

**AGREED TO BY THE BOARD:**

**Date:** \_\_\_\_\_

**Manager, Human Resources  
Or Designate**

**\*\*\*PLEASE RETURN THIS APPLICATION TO THE HUMAN RESOURCES DEPARTMENT\*\*\***

