

PROPOSALS FOR A  
COLLECTIVE AGREEMENT

between

PACIFIC LANGUAGE INSTITUTE (VANCOUVER) INC.

(PLI)

and

EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION

(ETEA)

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## **Article 1 – Purpose of Agreement**

- 1.1 The parties to this agreement (the “Collective Agreement” or the “Agreement”) share a desire to work cooperatively to address the concerns and interests of both the Association and the Employer.
- 1.2 The purpose of this agreement is to:
  - 1.2.1 Set out the agreed terms and conditions of employment for the Teachers covered by this Agreement: and
  - 1.2.2 Establish and maintain orderly procedures for settling disputes between the Education and Training Employees’ Association (“ETEA” or the “Association”) – and – Pacific Language Institute (Vancouver), Inc. (“PLI” or the “Employer”).

## **Article 2 – Definitions**

- 2.1 “Association” means the ETEA.
- 2.2 “Contact Hour” means one (1) hour of instruction of students.
- 2.3 ”Continuing Employee” means a Teacher who has completed his\her probationary period and is employed on a continuing basis.
- 2.4 “Day” means a calendar day unless otherwise specified.
- 2.5 “Employer” means Pacific Language Institute (Vancouver), Inc. (“PLI”)
- 2.6 “Parties” means the Employer and Association, which are the signatories to this Collective Agreement.
- 2.7 “Probationary Employee” or “Probationary Teacher” means a Teacher on probation.
- 2.8 “Short-Term Contract Employee” means a Teacher who works either part or full time and whose contact hours in one year shall not exceed three hundred and twenty five (325).

- 2.9 “Substitute Teacher” (Sub) means a person employed as a Teacher from time-to-time on a day-to-day basis.
- 2.10 “Teacher”, “Employee”, and “Bargaining Unit Member” all mean an employee covered by this Collective Agreement and who is also a member of the bargaining unit as described in the certificate issued by the Labour Relations Board on May 29, 2009.
- 2.11 “Teacher” shall mean an employee whose duties are primarily instruction and who is deemed qualified by Languages Canada and all its successors.

### **Article 3 – Impact of Legislation**

- 3.1 If any provision of this Agreement is, or shall be, at any time, contrary to the law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law. In this event, on written request by either Party, the Parties shall meet to make an effort to restore the original intent of the Agreement to the extent legally possible. All other provisions of the Agreement shall remain in full force and effect.

### **Article 4 - Recognition**

#### **4.1 Association Recognition**

PLI recognizes the Association as the exclusive bargaining agent for all Teachers as set out in the certificate issued by the Labour Relations Board.

#### **4.2 Management Rights**

Except as otherwise provided in this Agreement, the management and direction of the Employer and its operations and the work force, are vested exclusively in the Employer.

The exercise of management rights shall be done in a fair and reasonable manner.

Teachers agree to comply with PLI policies and regulations. In the event that there is a conflict between any term of this Agreement and any

regulation or policy made by the Employer, this Agreement shall take precedence over the policy or regulation.

#### 4.3 Recognition and Rights of Association Stewards

a) PLI recognizes the Association's right to select up to four (4) stewards to represent the Teachers.

b) The Association agrees to provide PLI with a list of stewards and to advise PLI of any changes to the list of stewards that may occur from time to time.

c) The Parties agree that the stewards will conduct their duties outside working hours to the greatest extent possible.

d) Only elected officers, appointed officials and stewards are allowed to represent the Association.

### **Article 5 – Association Rights**

#### 5.1 Copies of Collective Agreement

The Employer shall print and distribute sufficient copies of the finalized Collective Agreement to provide each Teacher with a copy, and a reasonable number of copies requested by the Association.

The Employer agrees to acquaint new Teachers with the fact that a collective agreement is in effect. The Employer shall provide all new Teachers with a copy of the Collective Agreement, a mutually acceptable letter from the Association and a current list of Association representatives. Such agreement shall not be unreasonably withheld.

#### 5.2 Right of Representation

The Association shall have the right at any time to have the assistance of advisers when dealing with or negotiating with the Employer during Step Three of the grievance process and at negotiations. The Employer shall have the same rights.

The Association shall provide the Employer and keep current, in writing, the names of the officers, stewards, and authorized committee members.

### 5.3 Association Membership

As a condition of employment: each Teacher, as defined in Article 2 Definitions, shall become and remain a member of the Association.

### 5.4 Bulletin Boards

The Association shall have the exclusive use of a bulletin board located in the Staff Lunch Room at each PLI Campus for official Association business. The bulletin board will be provided by the Association.

### 5.5 Association Meetings

Subject to operational requirements, the Association shall have the right to use PLI facilities for Teachers to attend meetings using normal room and equipment booking procedures during PLI's business hours. The Association shall pay reasonable charges for the use of equipment such as photocopiers.

### 5.6 Deduction of Dues, or Equivalent

Association dues and fees shall be deducted and remitted to the Association as per the following terms:

- a) As a condition of employment, each Teacher shall provide the Employer with a signed written assignment of wages, in the form prescribed by the Labour Relations Code, to the Association, authorizing the Employer to deduct the applicable Association dues (or equivalent) and initiation fees.
- b) Authorization forms in duplicate shall be provided to the Employer by the Association. The Employer shall provide the form to each new Teacher at the time of hire. The original of the completed form shall be retained by the Employer and the copy shall be sent to the Association by the Employer.
- c) The Association shall notify the Employer in writing of the current dues and fees, and deductions under the provisions of this Article shall only be made upon receipt and in accord with such notification.
- d) The Employer shall deduct the regular dues and fees, or equivalent, and shall remit the amounts deducted to the Association bi-weekly, with a written statement containing the names of Teachers from whom deductions were made and the amount from each.

## 5.7 Time Off for Association Business

a) Subject to operational requirements, leave of absence without pay but without loss of seniority will be granted to:

- i. representatives of the Association on the Association's Bargaining Committee;
- ii. Teachers required to appear as witnesses for the Association before an Arbitration Board;
- iii. stewards supervising ballot boxes and other related functions during ratification votes;
- iv. an elected or appointed representative of the Association to attend conventions of the Association and bodies to which the Association is affiliated; and
- v. for elected or appointed representatives of the Association to attend to Association business which requires them to leave the premises of their employment.

b) Subject to operational requirements, leave of absence with pay and without loss of seniority will be granted to:

- i. Teachers to attend joint Association/Management meetings in accordance with Article 9;
- ii. Stewards presenting a Grievance in a grievance meeting in accordance with Article 18; and
- iii. Teachers who attend Joint Health and Safety Committee meetings.

c) Administrative Provisions Regarding Association Leave Without Pay

To facilitate the administration of Sections 5.7 (a) and (b) above, when leave without pay is granted, the leave shall be without loss of salary and benefits, and the Association shall reimburse PLI for salary and benefit costs within 30 days.

## **Article 6 – Employee Protection**

### 6.1 Personnel Records

Teacher files shall contain documents that pertain directly to their employment, such as:

- a. records of disciplinary action taken,
- b. appraisals,
- c. teaching observations,
- d. payroll information,
- e. employment records, and
- f. benefits details.

On reasonable notice, and subject to law, Teachers shall have the right to view and copy all material on their file, and receive a copy of any new material placed in their file.

## 6.2 Student Complaints

Students shall be encouraged to follow PLI's Student Complaints Procedure. The Employer agrees that it will not change the Students Complaint Policy without consulting the Association.

## 6.3 Section 54

The Employer shall comply with all regulations of Section 54 of the Labour Relations Code, including, but not limited to, the requirement to provide 60 days notice to, and consult with the Association prior to the introduction of any technological change (equipment or method of operation) that affects the terms, conditions or security of employment of a significant number of Teachers.

## 6.4 Copyright, Confidentiality, Conflict of Interest and Professional Conduct

- a. Curriculum and materials created by Teachers in the course of their employment is and remains the exclusive property of PLI unless otherwise agreed between PLI and the Teacher.
- b. All materials, including Specific Skills course materials, provided by PLI to the Teachers, produced by the Teachers for PLI in the course of their employment, or produced by PLI and used by the Teachers in the course of their employment, are and remain the exclusive property of PLI. PLI may claim copyright and/or limit access to such materials. The Teachers shall not use such material without the consent of PLI.
- c. Without limiting the generality of the foregoing, Teachers shall not use such materials in any employment, business, partnership, or at another school, institute, college, place of learning, both during and after the termination of their employment, however caused.
- d. The Teachers shall return all such materials in good condition to PLI promptly on the termination of his or her employment, however caused.

## 6.5 Conflict of Interest

- a. Teachers understand and acknowledge that as employees of PLI they will acquire information about certain matters and things which are confidential to PLI, and which information is the exclusive property of PLI. Teachers shall treat all such information as confidential and shall not disclose it to any third party during their employment, except as required by, or in the course of carrying out the duties of the employment, or after the date of termination of the Teacher's employment, however caused, except with the written permission of PLI.
- b. Teachers shall avoid all potential and actual conflicts of interest with any aspect of their position, and will remain free of interests and relationships which are actually or potentially to the detriment of PLI's interests. The Teachers shall not participate in any outside business or employment relationship which may involve a conflict of interest. In the event that a Teacher discovers that a potential or actual conflict exists, he or she agrees to advise the Director or the Director's designate immediately.
- c. Except where there is no actual or potential conflict, work for other employers must be approved by the Director or Director's designate before such work is undertaken. Except where there is no actual or potential conflict, such approval shall not be unreasonably denied.

## **Article 7 – Human Rights and Discrimination**

- 7.1 The Employer and the Association are committed to the principles and provisions of the B.C. Human Rights Code and to providing a learning and working environment free from discrimination. The Employer and the Association support the principle that all people are to be treated with dignity and respect.

## **Article 8 – Strikes, Lockouts and Picket Lines**

- 8.1 The Association shall not authorize or conduct a strike during the term of the Agreement.
- 8.2 The Employer shall not authorize or conduct a lock out of Teachers during the term of the Agreement.

8.3 Teachers who refuse to cross a lawful picket line shall not be subject to discipline and shall be deemed on approved leave without pay.

### **Article 9 – Association/Management Committee**

9.1 The parties agree to establish an Association / Management Committee for the purpose of discussing issues relating to the workplace that affect the parties or any Teacher bound by this Agreement. On the request of either party, the parties shall meet at least once every two (2) months until this Agreement is terminated.

The committee shall consist of two excluded employees of PLI, selected by management, and two Association representatives employed by PLI, selected by the Association. Either party may bring additional representatives where necessary or appropriate.

The committee shall make all reasonable efforts to meet within five days of the request from either party.

### **Article 10 – Health and Safety**

10.1 The employer shall comply with all Worker’s Compensation Act requirements (Section 125 and others), including, but not limited to, the establishment of a Joint Health and Safety Committee.

### **Article 11 – Contracting Out**

11.1 Work normally and regularly performed by Teachers shall not be performed by non-Bargaining Unit Members.

11.2 Notwithstanding Article 11.1, the Employer shall have the right to contract out work normally and regularly performed by Teachers if such contracting out does not directly result in any layoffs of Teachers.

The Employer shall not contract out bargaining unit work if such contracting out directly results in any layoffs unless it has the agreement of the Association. Such agreement shall not be unreasonably withheld.

- 11.3 Despite Article 11.1, the Parties agree that the following employees of PLI are excluded from the bargaining unit but may perform bargaining unit work:
- a. Director,
  - b. Director of Studies,
  - c. Assistant Director of Studies,
  - d. Academic Managers,
  - e. Academic Counsellors, and
  - f. Head of Training and Development.

## **Article 12 – Training and Professional Development**

- 12.1 The Parties recognize the importance of ongoing professional development and training.
- 12.2 The Employer will organize eight (8) workshops per year which all Teachers shall attend. Attendance will count towards the annual hour bank.
- 12.3 Topics for workshops will be established through a combination of observations, peer observations, Teacher input, student feedback, and current research in ESL methodologies.
- 12.4 The Employer will establish a scheme of observations and peer observations.
- 12.5 Teachers may request to observe another Teacher's teaching. Requests shall not be unreasonably refused.
- 12.6 The Employer will provide a regular system of student feedback.
- 12.7 The Employer will provide for ongoing professional development by establishing Personal Continuing Professional Development Plans

(“PCPDPs”) with input from individual Teachers ensuring that the Teachers are equipped with a strong, current skill set and appropriate qualifications.

- 12.8 As part of the PCPDP, the Employer will encourage Teachers to participate in relevant external training. This may include full or partial sponsorship for Employer approved programs.

### **Article 13 – Placement**

- 13.1 Newly hired Teachers shall be placed on the Salary Scale as per Appendix A: Salary Scale 2.

### **Article 14 – Assignments and Schedules**

- 14.1 The Employer shall assign duties, including teaching assignments. The Employer may consider the stated personal preferences of individual Teachers when assigning duties.
- 14.2 Where reasonably practical, and subject to operational requirements, the Employer agrees to attempt to assign Teachers two (2) month work schedules, and to provide work schedules one week prior to the start date of the schedule.
- 14.3 Teachers shall have their teaching assignments assigned in sequential blocks wherever reasonably possible. If the assignment contains a break between classes of more than two (2) hours, or one instructional block or more, then the Teacher shall have 2.5 hours per week credited to their hour bank for the split shift.
- 14.4 Article 14.3 does not apply to Teachers who request split shifts.

### **Article 15 - Probation**

- 15.1 The probationary period for newly hired Teachers shall be six (6) months or 650 contact hours from the date of hire, whichever comes first.

- 15.2 The employer shall provide the Association in writing of the name and the terms of employment, including salaries, of all Teachers at the time of hire.
- 15.3 During the probationary period, PLI may terminate a Probationary Teacher if that Teacher is deemed unsuitable for employment with PLI.
- 15.4 If a Probationary Teacher is terminated for unsuitability after three (3) consecutive months' employment, or 325 contact hours, whichever comes first, PLI shall give one (1) week's notice or pay in-lieu thereof.
- 15.5 Teachers who successfully pass probation shall be placed on the seniority list.
- 15.6 Short-term Contract Teachers who are subsequently hired into a Continuing Teacher position may, at the employer's discretion, have all their previous Short-Term Contract service credited toward their probation period.

#### **Article 16 - Seniority**

- 16.1 Seniority shall be based on all accumulated contact hours from the date of hire.
- 16.2 Employment is deemed continuous and seniority shall accumulate for Teachers on Sick Leave, Bereavement Leave, Pregnancy, Parental, Family Responsibility, Jury Duty, Reservists' and Compassionate Care Leave, or for Association Business as per Article 5.7.
- 16.3 Employment shall not be deemed continuous for Employees on Overseas Sabbatical Leave, and General Leave, unapproved leave or layoff.

#### **Article 17 - Layoff and Recall**

- 17.1 A layoff occurs when a Teacher has no teaching assignment and the Employer gives notice of layoff.
- 17.2 Layoffs shall occur in the following fashion:  
  
First, Teachers with less than 2040 hours of seniority shall be laid off first. Where skills, abilities, and qualifications are equal, seniority shall govern the order of layoff.

Second, Teachers with 2040 hours or more of seniority shall be laid off in reverse order of seniority provided that the Teachers retained possess the skills, abilities, and qualifications for the work available.

17.3 All layoff notices shall be in writing with a copy to the Association.

17.4 For six (6) months after being laid off, teachers shall be recalled on the following basis:

First, Teachers with 2040 hours or more of seniority who are qualified for the work available shall be recalled first on the basis of seniority. No new teachers shall be hired for work that Teachers on recall in this category, and who have the skills, abilities, and qualifications, are qualified to perform.

Second, Teachers with less than 2040 hours of seniority shall be recalled on the basis of skills, abilities, and qualifications. Where those criteria are equal, seniority shall determine the order of recall.

17.5 If a Teacher has not been recalled after six (6) months, employment shall be deemed to be terminated and the Employer shall pay the Teacher severance in the amount of one week's salary for each 1020 hours of seniority to a maximum of 8 weeks' salary.

17.6 Accumulated seniority is to be retained when Teachers on recall return from layoff.

17.7 Teachers shall be responsible for providing the employer with accurate and current contact details.

17.8 Teachers on recall shall respond to a recall request within a maximum of 48 hours.

## **Article 18 – Grievances**

18.1 A Grievance is defined as any difference arising between the parties bound by this agreement concerning the interpretation, application, operation, or any alleged violation of this agreement, including a question as to whether a matter is arbitrable. Grievances shall be resolved without stoppage of work in accord with this agreement.

18.2 Grievances as a result of a termination may be initiated at Step Three.

18.3 The following steps constitute the recognized grievance procedure under this agreement:

**Step One:** Discussions between the Teacher and his or her excluded supervisor shall be encouraged at Step One. In the event the Teacher is not satisfied with the result of the discussion, the Association may submit a Grievance in accordance with Step Two. The Teacher shall have the right to be accompanied by a steward.

**Step Two:** The Association may file the Grievance with the School Director or her/his designate within twenty (20) Days of the occurrence of the incident under dispute, or from the time that the grieving Party should reasonably have known. All Grievances are to be submitted in writing, outlining the reason, date of occurrence, the remedy sought, along with all additional and relevant information.

The Director, or his or her designate, shall have fourteen (14) Days from the receipt of the Grievance to give a written reply to the Association.

**Step Three:** Failing settlement at Step Two, the Association may advance the Grievance to Step Three by written notice within seven (7) Days of receipt of the Step Two reply, or the date on which the reply should have been received, whichever is earlier.

The Head of Operations, or his or her designate, shall have 30 Days to respond in writing.

**Arbitration:** Failing settlement at Step Three, the Grievance may be advanced to arbitration upon written notification by the grieving Party within 30 days of receipt of the Step Three reply, or on which a reply should have been received, whichever is earlier.

#### 18.4 Policy Grievance

The Association or the Employer shall have the right at any time to present Grievances under the procedure outlined in the agreement. Policy Grievances must be filed within forty (40) working days of the occurrence of the incident under dispute, or from the time that the grieving Party should reasonably have known.

## 18.5 Time Limits

Time limits are mandatory and failure to submit the Grievance to the next stage within the Grievance procedure shall be considered abandoned.

Time lines may be extended by written mutual agreement between the parties.

Upon mutual agreement the Parties may meet to discuss a grievance. If such a request is made and agreed to, the time lines are automatically extended for an amount of time equal to the time necessary for the Parties to conclude their meeting.

## 18.6 Arbitration

- 18.6.1 All Grievances submitted to arbitration under this Article shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement of the Parties.
- 18.6.2 The findings of the arbitrator shall be final and binding on both Parties. The arbitrator is not authorized to alter, amend, or modify any part of this Agreement.
- 18.6.3 Fees and expenses incurred by the arbitrator shall be borne equally by the Association and the Employer.

## **Article 19 - Progressive Discipline**

- 19.1 No Teacher shall be disciplined or have their employment terminated without just cause. The Parties agree that the employment of Probationary Teachers may be terminated as set out in article 15, **Probation**.
- 19.2 If the Employer intends to meet with a Teacher for disciplinary or dismissal purposes, the Employer shall advise the Teacher and the Association of the meeting. The Teacher shall have the right to have a steward accompany them in such a meeting. The Employer shall advise the Teacher of that right prior to any meeting under this article.
- 19.3 The Employer shall inform the Teacher of the reasons for the meeting prior to the meeting if possible.

19.4 All disciplinary warnings and/or letters on file shall be removed after 24 months if there is no further discipline.

## **Article 20 - Holidays**

20.1 The following are paid holidays: New Years Day; Good Friday; Victoria Day; Canada Day; BC Day (1<sup>st</sup> Monday in August); Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; and any other prescribed by regulation.

## **Article 21 – Vacation**

21.1 Teachers shall be entitled to and shall take annual vacations on the following basis:

- a) Substitute, Short Term Contract and Probationary Teachers shall receive four percent (4%) in lieu of vacation at each pay period.
- b) Teachers who are Continuing Employees shall receive four (4) weeks per year of employment.
- c) Continuing Employees who take a leave during the year of employment shall have their vacation entitlement pro-rated accordingly, except as required by employment standards legislation.

21.2 The Employer shall pay Teachers who are Continuing Employees their salary during periods of vacation.

21.3 Vacations shall be scheduled according to operational requirements, Teacher seniority and the manner outlined in Art. 21.5.

21.4 Notwithstanding Article 22.1(b), Teachers who were entitled to more than four weeks' vacation before January 1, 2010 shall maintain their original entitlement. (Appendix C)

21.5 Vacation Scheduling

Between January 1<sup>st</sup> and January 31<sup>st</sup> of each year, Continuing Employees shall indicate vacation date preferences for the calendar year, using the following processes.

- a. A list will be posted in all staff lunch rooms, on which continuing employees will indicate that Teacher's choice of vacation dates.
- b. If two or more Teachers cannot be granted the same vacation dates, then seniority shall apply.
- c. A final vacation schedule, approved by the Employer, shall be posted by or on February 14<sup>th</sup>
- d. Approved vacation schedules cannot be altered without the express agreement of the Employer .
- e. Vacation requests submitted after 31<sup>st</sup> January shall be considered in order of receipt.
- f. Vacation requests for January (1<sup>st</sup> to 31<sup>st</sup> inclusive) may be submitted to the employer by November 25<sup>th</sup> of the previous year.

## **Article 22 - Leaves**

22.01 Except in an emergency situation, or in the case of sick leave, all required requests and notices for leaves shall be made in writing to the Employer. The Employer shall advise the Teacher, in writing, with stated reasons, in a reasonable period of time, of the approval or refusal of leave requests. Leaves shall be available under the following terms:

### **22.02 Sick Leave and Personal Days**

- a. Sick leave is absence granted by the Employer to a Teacher who is unable to work because of illness or non-compensable accident, or to attend medical, dental or eye appointments, which cannot be booked outside of working hours.
- b. Teachers must complete their probationary period (the "Eligibility Period") before being entitled to sick leave or personal days with pay.
- c. Eligible Teachers are entitled to a maximum of five (5) days' sick leave in any calendar year. Any days taken by a Teacher under this section will be counted towards any sick leave or emergency leave entitlements that employee may have under provincial employment standards legislation.
- d. In the first year of employment, or any other partial year, Teachers are entitled to a pro-rated number of paid sick days in that year based on the length of service through December 31<sup>st</sup> of that year.
- e. Upon request a Teacher shall submit a doctors' note or medical certificate for periods of illness in excess of three (3) working days or according to any insurance requirements.

### 22.03 Personal Days

- a. Eligible Teachers shall be entitled to two (2) days' personal leave with pay in any calendar year. Any days taken by a Teacher under this section will be counted towards any sick leave or emergency leave entitlements that Teacher may have under provincial employment standards legislation.

### 22.04 Bereavement Leave

- a. Teachers are entitled to paid leave for up to three (3) consecutive work days in the event of a death in the Immediate Family of the Teacher.
- b. The term "Immediate Family" is defined as parent, parent-in-law, grandparent, spouse (including common-law spouse), child, sibling of the employee, any relative permanently residing in the employee's household or with whom the Teacher resides, or as defined under applicable provincial legislation regarding bereavement leave.
- c. Any days taken by a Teacher under this section will be counted towards any bereavement leave entitlement that the employee may have under provincial standards legislation.

### 22.05 Pregnancy, Parental, Family Responsibility, Jury Duty, Reservists' and Compassionate Care Leave

Teachers are entitled to leave in accordance with provincial employment standards legislation in force from time to time.

### 22.06 Return to Work

Teachers shall give one (1) month's notice for return to work after leave with the exception of Articles 22.07 and 22.08.

### 22.07 Overseas Sabbatical Leave (Continuing Employees who have completed probation)

Subject to operational requirements, Teachers may be granted the right to take an Overseas Teaching Sabbatical without pay for a period not to exceed 12 months. Such Teachers shall retain accumulated seniority during the period. An Overseas Sabbatical shall be requested in writing at least four (4)

weeks prior to the commencement of leave and notice of return shall be given at least eight (8) weeks prior to the end of the leave.

22.08 General Leave (continuing employees who have completed probation)

Teachers, who have worked for PLI for three (3) years or more, may be granted the right to take General Leave for any purpose, without pay, for a period not to exceed one (1) year. Such Teachers shall retain accumulated seniority during the period of General Leave. General Leave shall be requested in writing at least eight (8) weeks prior to the commencement of the leave and notice of return shall be given at least eight (8) weeks prior to the end of the leave.

**Article 23 - Health and Welfare Benefits**

- a. After six consecutive months of employment, subject to Article 23 (d), Teachers shall participate in such employee benefit plan as may be in effect from time to time at PLI, except for Teachers who can prove they have coverage elsewhere.
- b. PLI reserves the right, in its absolute discretion, to change insurance carriers or policies, which could change or eliminate specific elements of coverage. Provided, however, that the benefit coverage shall be substantially similar to the benefit plan currently provided. A copy of the current employee benefit plan is attached as Appendix "B."
- c. The obligation of PLI, with respect to such employee benefit plan as may be in effect from time to time, is limited to the payment of premiums.
- d. Moreover, some or all of the employee benefits generally available to Teachers at PLI may not be available to individual Teachers depending on the individual circumstances of the Teacher, including but not limited to hours worked, and limitations, restrictions and specifications by insurance carriers or insurance policies or plans.

**Article 24 – Annualized Hour Bank**

24.1 Teachers shall be paid and assigned work on the basis of an annualized hour bank ("AHB").

## **24.2 Employer' Responsibility**

24.2.1 The assignment of hours is the responsibility of the Employer and therefore it is the Employer's responsibility to ensure that a teacher completes their allotted AHB within the calendar year, or a pro-rated portion thereof, where the Teacher works less than a calendar year

24.2.2 The Employer shall not deduct payment for any hours the Employer has failed to assign.

24.2.3 Teachers shall work at least the total hours of their assigned AHB in the calendar year, or a pro-rated portion thereof, unless otherwise mutually agreed.

**24.3** Teachers shall be paid a regular salary every two weeks based on the AHB unless otherwise mutually agreed under article 24.2.3.

**24.4** There shall be two AHBs. The two AHBs shall be as follows:

24.4.1 Annualized Hour Bank A (AHB A):

24.4.1.1 Hour Bank A shall be based on 22.5 hours of instruction per week (averaging 4.5 hours per day)

24.4.1.2 The formula for calculating the hours in a full calendar year for AHB A shall be:

$$\text{AHB A} = 1170 \text{ hours} - [(22.5 \times \text{Teacher's vacation weeks}) + (4.5 \times \text{statutory holidays})]$$

24.4.2. Annualized Hour Bank B (AHB B):

24.4.2.1 Hour Bank B shall be based on 30 hours of instruction per week (averaging 6 hours per day)

24.4.2.2 The formula for calculating the hours in a full calendar year for AHB B shall be:

$$\text{AHB B} = 1560 \text{ hours} - [(30 \times \text{Teacher's vacation weeks}) + (6 \times \text{statutory holidays})]$$

## **24.5 Selection of AHB**

24.5.1 All teachers shall have the right to be assigned to Hour Bank A.

24.5.2 Teachers may apply for Hour Bank B through the application process which takes place annually. PLI shall consider assignment to Hour Bank B on the basis of skills, abilities and qualifications.

## **24.6 Quarterly Adjustments**

24.6.1 The AHB count of each Teacher shall be reviewed quarterly.

**24.7** The following duties shall count towards the AHB:

24.7.1 One (1) hour of the following shall count as one (1) full AHB hour

- a. Instruction,
- b. Tutoring,
- c. Substitute instruction/tutoring,
- d. Paid Sick days,
- e. Paid leaves (as defined in Article 22),
- f. Unpaid leaves where the employer is fully reimbursed for the Teacher's salary,
- g. Assigned curriculum development,
- h. Assigned attendance at professional development and staff training activities organized under the provisions of Article 12.,
- i. Assigned student interviews,
- j. Meetings called by the employer and scheduled outside of regular school hours, and
- k. Assigned official exam invigilation on weekends.

24.7.2 One (1) hour of the following shall count as ½ (half) an AHB hour

- a. Assigned field trips,
- b. Assigned observations,
- c. Assigned marking for Level Tests, and
- d. Assigned official exam invigilation on weekdays.

**Article 25 - Compensation**

25.1 Teachers shall be paid according to Appendix A

**Article 26 - Term of Agreement**

26.1 The term of the Collective Agreement shall be from January 1, 2010 to December 31, 2012.

26.2 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the life of the Agreement.

26.3 The Collective Agreement will remain in full force and effect during the term of the Agreement. Upon expiry of the Agreement, all terms and conditions, wages and benefits shall remain in effect until a new Agreement is reached, or until the Association commences a strike, or PLI commences a lock out.

26.4 The Parties agree to exclude the operation of sections 50(2) and (3) of the Labour Relations Code.

Dated: \_\_\_\_\_

\_\_\_\_\_

**PLI (Vancouver) Inc.**

\_\_\_\_\_

**ETEA**

## **APPENDIX A: SALARY SCALE**

### **Placement and Movement on the Salary Scales**

#### **Placement of Probationary Teachers, Scales 1 and 2:**

Probationary Teachers will be placed at the Probationary Step for the first six (6) months or 650 hours of service, whichever comes first.

Upon successful completion of probation, Teachers shall move up one (1) step on the scale and be placed on Step One, except for Teachers on Scale 2 who meet the qualification requirements to start at Step 5.

#### **B. Salary Scale Movement for Teachers on Scale 1:**

Scale 1 shall apply to all Teachers hired before January 1, 2010, except those teachers who exercise the right to move to Scale 2 under the provisions of LOU 1.

When a Teacher fulfills his or her AHB obligation, the Teacher shall move up one (1) step on the Salary Scale.

#### **C. Additional Qualifications**

Teachers on Scale 1 who have or who obtain a DELTA qualification or Masters Degree in Applied Linguistics, ESL or EFL, where such a degree includes a teaching practicum of at least 20 hours, or an observed practicum of 20 hours at PLI, shall receive a salary adjustment of \$5000 per year.

## **D. Salary Scale Placement and Movement on Scale 2**

Salary Scale 2 shall apply to all teachers hired on or after January 1, 2010 and to any teachers who exercise the right to move to scale 2 under the provisions of LOU 1.

Teachers shall move up scale 2 based on the number of hours they teach as well as on their qualifications as indicated on the scale.

## **E. Increases**

### **Salary Scale 1:**

Every Teacher on Salary Scale 1 shall be moved up one (1) step effective January 1, 2010.

Every step on Salary Scale 1 except the top step (Step 10) shall be increased by 1% on January 1 2011 and again on January 1, 2012.

The top step of Salary Scale 1 (Step 10) shall be increased by 2.5% on January 1, 2010 as well as on January 1, 2011 and January 1, 2012

### **Salary Scale 2:**

Every step on Salary Scale 2 shall be increased by 1% effective January 1, 2011 and January 1, 2012.

## **F. Level Coordinators**

Level Coordinators shall receive a stipend of \$100.00 biweekly.

## G: Excellence Bonus

Each Probationary Teacher and Teacher, who is a continuing employee, shall receive this bonus of three hundred (300) dollars in any quarter in which 90% or more of leaving student survey responses rate PLI educational experience as "Very Good" or "Excellent" on the *Kaplan Global Leavers' Survey*". Provided, however, that the Probationary Teacher and Teacher, who is a continuing employee, shall have been working for the full quarter for which the bonus is paid.

**Salary Scale 1**

**Year 2010**

Hour Bank A      Hour Bank B

STEP

0	\$33,638	\$44,850
1	\$34,983	\$46,644
2	\$36,709	\$48,945
3	\$38,610	\$51,480
4	\$40,541	\$54,054
5	\$42,559	\$56,745
6	\$44,753	\$59,670
7	\$45,864	\$61,152
8	\$47,005	\$62,673
9	\$48,175	\$64,233
10	\$49,374	\$65,832

**Salary Scale 1**

**Year 2011**

Hour Bank A      Hour Bank B

\$33,974	\$45,299
\$35,333	\$47,110
\$37,076	\$49,434
\$38,996	\$51,995
\$40,946	\$54,595
\$42,984	\$57,312
\$45,200	\$60,267
\$46,323	\$61,764
\$47,475	\$63,300
\$48,656	\$64,875
\$49,868	\$66,490

**Salary Scale 1**

**Year 2012**

Hour Bank A      Hour Bank B

\$34,314	\$45,751
\$35,686	\$47,582
\$37,447	\$49,929
\$39,386	\$52,515
\$41,355	\$55,140
\$43,414	\$57,886
\$45,652	\$60,869
\$46,786	\$62,381
\$47,950	\$63,933
\$49,143	\$65,524
\$50,366	\$67,155



**SALARY SCALE 2**

**Year 2010**

Continuous employment up to end of probabtion  
 Following completion of probation  
 Access to Grade 2 follows completion of 2565 hours  
 Access to Grade 3 follows completion of 4120 hours  
 Access to Grade 4 follows completion of 6200 hours  
 Access to Grade 5 - DELTA or Masters in ESL/EFL or Applied Linguistics or 8,000 hours  
 Access to Grade 6 - DELTA or Masters in ESL/EFL or Applied Linguistics plus 1012.5 hours or 12,000 hours  
 Access to Grade 7 - DELTA or Masters in ESL/EFL or Applied Linguistics plus 2565 hours or more

		<b>Hour Bank A 22.5 + 4</b>	<b>Hour Bank B 30 + 4</b>
Grade	0	32,501	42,99
Grade	1	33,919	44,88
Grade	2	35,501	46,99
Grade	3	36,450	48,26
Grade	4	38,981	51,63
Grade	5	41,513	55,01
Grade	6	45,309	60,07
Grade	7	50,372	66,82

<b>NEW PAY GRADE - HOURLY STAFF</b>			<b>Hourly</b>
CELTA or Equivalent ( First year from achieving qualification)	Grade	1	31.00
CELTA or Equivalent ( from start of Yr2 to end of Yr3 from achieving qualification)	Grade	2	32.50
CELTA or Equivalent ( from start of Yr4 onwards from achieving qualification)	Grade	2	33.50
Access to Grade 4 - DELTA or Masters in ESL/EFL	Grade	4	45.00

Hourly Rates include payment for prep time and 4% in lieu of vacation

**Salary Scale 2**

**Year 2011**

- Continuous employment up to end of probation
- Following completion of probation
- Access to Grade 2 follows completion of 2565 hours
- Access to Grade 3 follows completion of 4120 hours
- Access to Grade 4 follows completion of 6200 hours
- Access to Grade 5 - DELTA or Masters in ESL/EFL or Applied Linguistics or 8,000 hours
- Access to Grade 6 - DELTA or Masters in ESL/EFL or Applied Linguistics plus 1012.5 hours or 12,000 hours
- Access to Grade 7 - DELTA or Masters in ESL/EFL or Applied Linguistics plus 2565 hours or more

		<b>Hour Bank A 22.5 + 4</b>	<b>Hour Bank B 30 + 4</b>
Grade	0	32,826	43,42
Grade	1	34,258	45,33
Grade	2	35,856	47,46
Grade	3	36,815	48,74
Grade	4	39,371	52,15
Grade	5	41,928	55,56
Grade	6	45,762	60,67
Grade	7	50,876	67,49

<b>NEW PAY GRADE - HOURLY STAFF</b>			<b>Hourly</b>
CELTA or Equivalent ( First year from achieving qualification)	Grade	1	31.31
CELTA or Equivalent ( from start of Yr2 to end of Yr3 from achieving qualification)	Grade	2	32.83
CELTA or Equivalent ( from start of Yr4 onwards from achieving qualification)	Grade	2	33.84
Access to Grade 4 - DELTA or Masters in ESL/EFL	Grade	4	45.45

Hourly Rates include payment for prep time and 4% in lieu of vacation

**Salary Scale 2**

**Year 2012**

Continuous employment up to end of probation  
 Following completion of probation  
 Access to Grade 2 follows completion of 2565 hours  
 Access to Grade 3 follows completion of 4120 hours  
 Access to Grade 4 follows completion of 6200 hours  
 Access to Grade 5 - DELTA or Masters in ESL/EFL or Applied Linguistics or 8,000 hours  
 Access to Grade 6 - DELTA or Masters in ESL/EFL or Applied Linguistics plus 1012.5 hours or 12,000 hours  
 Access to Grade 7 - DELTA or Masters in ESL/EFL or Applied Linguistics plus 2565 hours or more

		<b>Hour Bank A 22.5 + 4</b>	<b>Hour Bank B 30 + 4</b>
Grade	0	33,155	43,86
Grade	1	34,601	45,79
Grade	2	36,214	47,94
Grade	3	37,183	49,23
Grade	4	39,765	52,67
Grade	5	42,347	56,11
Grade	6	46,220	61,28
Grade	7	51,384	68,16

<b>NEW PAY GRADE - HOURLY STAFF</b>			<b>Hourly</b>
CELTA or Equivalent ( First year from achieving qualification)	Grade	1	31.62
CELTA or Equivalent ( from start of Yr2 to end of Yr3 from achieving qualification)	Grade	2	33.15
CELTA or Equivalent ( from start of Yr4 onwards from achieving qualification)	Grade	2	34.17
Access to Grade 4 - DELTA or Masters in ESL/EFL	Grade	4	45.90

Hourly Rates include payment for prep time and 4% in lieu of vacation

## **Appendix B: Health and Welfare Benefits**

1. Teachers shall pay the full cost of premiums for weekly indemnity and Long Term Disability Insurance.
2. PLI shall pay the premium costs for Teachers for Extended health, Dental and Life insurance benefits.
3. Teachers may purchase extended health and dental benefits for dependents by paying the additional premium cost.
4. Teachers who voluntarily choose to work less than Hour Bank A shall pay for the costs of premiums for such benefits as may be available for such Teachers
5. Teachers on unpaid leaves of absence and laid off Teachers with recall rights shall have the right to maintain such benefits as may be available to such Teachers, subject to paying the full cost of the premiums.

## Appendix C: Vacation Allowances

The following table lists Teachers who have original vacation entitlements that exceed four weeks per year.

<b>Name</b>		<b>Vacation Weeks Per Year</b>
Francesco	Barillo	6
Andrea	Berrys	8
David	Brown	8
Kathleen	Byrne	6
Calvin	Caborn	8
Janice	Clancy	6
Kiri	Eby	6
Edward	Francis	8
Tim	Girdler	6
Mila	Glavinic	6
Jean	Hayley	6
Jennifer	Hiebert	6
Margaret	Hocking	8
Cynthia	Jones	8
Ly	Lovell	8
Carol	Luchka	6
Susan	McKechnie	8
Karl	Meyer	6

Natalie	Nagel	6
Kim	Rogerson	6
Heather	Shea	8
Terrance	Simpson	8
Chivi	Tran	6
David	Tycho	8
Tamara	Uden	6
Lisa	Vernon	6
Emily	Walder	6
Jamie	Wilmott	6

## **Letter of Understanding 1**

### **Ability for Low Seniority teachers to choose a Salary Scale**

Teachers hired between January 1, 2008 and December 31, 2009 shall be placed on Scale 1 by default. However they shall have the option to move to Scale 2.

The option to move to Scale 2 ends on April 1, 2010.

If a teacher to whom this LOU applies wants to move to Scale 2, that teacher shall request the change in writing before April 1, 2010. Such teachers shall be moved to scale 2 effective April 1, 2010.

When a Teacher moves to scale 2, there shall be no correction of salary done for the period before April 1, 2010.

As of April 1, 2010, any Teacher covered by this LOU who has chosen to move to Scale 2 shall not be able to move back to Scale 1.

## Letter of Understanding 2

If a teacher fulfils his/her yearly AHB obligation before the end of the calendar year, AND the teacher has taken his/her holiday entitlement, the teacher may opt to do the following:

[1] take off the remaining portion of the year [continuing to receive his/her usual biweekly pay]

[2] continue working and carry forward any hours worked into the next calendar year, and those hours being applied to the following year's AHB obligation

[3] continue receiving their regular bi-weekly pay and in addition be paid for those hours exceeding the AHB .

The Teacher agrees to submit his/her request for option 1, 2 or 3 at least one (1) month before his/her AHB is fulfilled.

Teachers requesting provision 1 may be requested to finish a weekly assignment of classes before being removed from the schedule. Neither the teacher's request for provision 1, nor PLI's request to finish the week shall not reasonably be denied.

Teachers requesting provisions 2 or 3 shall be assigned according to Article 14

The Teacher understands that PLI will schedule all Teachers who have hours remaining on their AHB obligation before scheduling teachers requesting additional hours under provisions 2 and 3, and that PLI cannot guarantee a full-time schedule or sequential blocks and Article 14.3 does not apply .