

COLLECTIVE AGREEMENT

between the

**HANSON INTERNATIONAL EDUCATION &
EMPLOYMENT SERVICES LTD.**

and the

EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION

Effective from

September 6, 2016 to September 5, 2019

1. **INTERPRETATION**

1.1 In this Collective Agreement:

- (a) “*Agreement*” means this Collective Agreement.
- (b) “*Bargaining Unit*” means a unit composed of employees of the Employer included in the bargaining unit certified by the Labour Relations Board on July 20, 2015 and described as “teaching faculty at the employer’s Vancouver Campus located at 216-810 Quayside Drive, New Westminster, BC”.
- (c) “*Employee*” means an employee of the Employer included in the Bargaining Unit.
- (d) “*Employer*” means Hanson International Education & Employment Services Ltd.
- (e) “*Parties*” means the Employer and the Union.
- (f) “*Probationary Employee*” means an employee during her first: (a) eight (8) months of employment; or (b) five hundred and twenty (520) hours of in class instruction, whichever occurs first.
- (g) “*Qualification*” includes present ability, skill, knowledge, experience and past performance.
- (h) “*Substitute Teacher*” means an individual who is retained by the Employer on an on call basis to cover short term absences.
- (i) “*Union*” means the Education and Training Employees’ Association.

1.2 Wherever the feminine is used in this Agreement, it shall also include the masculine and vice versa.

2. **PURPOSE**

2.1 It is the intent and purpose of this Agreement to:

- (a) establish the terms and conditions of employment for Employees and to provide a procedure for the timely disposition of grievances without interruption of work; and
- (b) provide for the operation of the Employer's business, under methods which will further, to the fullest extent possible, the efficiency and economy of operations, a high level of student and educational services with the flexibility necessary to meet student needs and the continuation of employment under the conditions of reasonable compensation and working conditions.

2.2 The Parties to this collective agreement share a desire to promote the development and improvement of the quality and effectiveness of the education provided by the Employer, and to foster an educational climate which will encourage freedom of thought and inquiry, awareness, openness and personal and social responsibility.

2.3 It is recognized by this Agreement to be the duty of the Employer, the Union and the Employees to co-operate fully, both individually and collectively, for the advancement of the goals identified in Article 2.1(b).

2.4 No Employee covered by this Agreement will be required or permitted to make any written or oral agreement with the Employer or its representative that conflicts with the terms of this Agreement.

3. **MANAGEMENT RIGHTS**

3.1 The Union acknowledges the Employer's right to operate and manage its business in all respects, unless otherwise provided for in this Collective Agreement. The Employer reserves all rights not specifically restricted by the provisions of this Collective Agreement, including, but not limited to, the right to:

- (a) operate and manage its affairs in as efficient and economic manner as it sees fit;
- (b) hire, assign, direct, promote, demote, classify, transfer, layoff and recall Employees;
- (c) discipline, suspend or discharge non-probationary Employees for just cause;

- (d) discharge a Probationary Employee at the sole discretion of the Employer if in the opinion of the Employer the Probationary Employee is unsuitable for the position;
- (e) determine the nature and kind of businesses to be conducted by the Employer, the services to be rendered and the method by which such services will be rendered; the types of learning aids used; the student services provided; the control of teaching materials, methods, processes and techniques;
- (f) determine the schedule of classes, the size of classes, the number of classes, the number of Employees to be employed, the number and schedule of hours to be worked and the standards of performance of work;
- (g) make, enforce and alter from time to time, reasonable rules and regulations to be observed by Employees including, but not limited to, rules and regulations respecting conduct, safety, student services, security of the Employer, its property and Employees; and
- (h) make studies of and institute changes in jobs, job content, or job assignment and discontinue, reorganize, limit, combine or substitute any classes or parts thereof.

3.2 The express provisions of this Agreement constitute the only limitations on the Employer's rights.

4. **UNION RECOGNITION AND RIGHTS**

4.1 The Employer recognizes the Union as the exclusive bargaining agent for the Employees.

4.2 As a condition of employment each Teacher shall become and remain a member of the Union as of the date this Agreement is ratified or, in the case of Teachers hired after this Agreement is ratified, within fifteen (15) days worked cumulative from the date of hire.

4.3 Each Employee will authorize the Employer to deduct from the Employee's wages Union dues. Such authorization is a condition of employment. The Union dues will be a percentage of each Employee's earnings and will be the same percentage for all Employees. The Union will advise the Employer of the dues percentage from time to time.

- 4.4 The Employer will remit all dues deducted to the Union, once monthly, together with a list of employees and the amounts deducted. The Employer will include on the Employee's T4 the amount of the dues, assessments and levies paid to the Union by the Employee in the applicable tax year.
- 4.5 The Union will indemnify and save the Employer harmless from any and all claims regarding dues deducted in accordance with this Agreement.
- 4.6 The Union will select up to a maximum of two (2) stewards to represent Employees. The Union agrees to provide the Employer with a list of Employees designated as stewards and to advise the Employer of any changes to the list of stewards that may occur from time to time.
- 4.7 The Union may appoint Employees to be members of the Union negotiating committee. Subject to operational requirements, the Employer will grant such Employees time off without pay when they are involved in collective bargaining sessions with the Employer. The Employer will continue the Employees' normal salary and benefits during the time off to participate in the negotiating committee and the Union will reimburse the Employer for all salary and benefit costs.
- 4.8 The Employer agrees to provide new Employees with a copy of this Agreement, names of the stewards and a welcome letter from the Union.
- 4.9 A Union representative may have one meeting with each new Employee on the Employer's premises during the first two (2) weeks of the new Employee's employment. All meetings with the Union are unpaid.
- 4.10 There will be no Union activity on the Employer's time or property except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement and for the purpose of holding up to two (2) Union meetings per calendar year.
- 4.11 Upon request of the Union and subject to the operational requirements of the Employer, the Employer may allow the Union to use: (i) a meeting room on the Employer's premises at no charge; and (ii) a photocopier on a cost recovery basis. Use of the meeting

room and photocopier is solely for the purposes of the processing of grievances and the administration and enforcement of this Agreement plus the Union may use a meeting room for up to two (2) Union meetings per calendar year.

- 4.12 The Employer will allow the Union exclusive use of a designated bulletin board located in the staff room. The Union will use the bulletin board for the sole purpose of posting notices and letters pertaining to Union business.
- 4.13 The Employer agrees that it will not discriminate with respect to an Employee by reason of her membership or activity in the Union.
- 4.14 The Employer will grant a leave of absence without pay to a maximum of two (2) Employees at any one time to attend Union meetings, seminars or workshops in order that the Employees may carry out their duties on behalf of the Union, provided that: (a) the Employees are elected or appointed as Union representatives; (b) two (2) weeks' advance notice is provided to the Employer; (c) such absences will not affect the regular operation of the school; and (d) the Employer is able to find a replacement teacher for the Employee's classes.
- 4.15 In class instruction duties normally performed by Employees will not be performed by non-bargaining unit members on an ongoing basis.

5. **LABOUR MANAGEMENT COMMITTEE**

- 5.1 The Employer and the Union agree to establish a Labour Management Committee ("LMC") comprised of two (2) representatives of the Employer and two (2) representatives selected by the Union.
- 5.2 The LMC will meet within ten (10) days of the request of either party. The LMC will not meet more than once per month. LMC meetings will take place at a mutually agreeable time and place.
- 5.3 The LMC will not deal with grievances or have the authority to bind either party. The LMC only has the power to make recommendations to its respective principals.
- 5.4 LMC meetings are unpaid.

6. **POLICIES**

6.1 Employees agree to comply with the Employer's policies and regulations implemented from time to time. In the event of a conflict between the Employer's policies and this Agreement, the terms of this Agreement will prevail.

7. **INTELLECTUAL PROPERTY**

7.1 Any course material and/or program/curriculum development produced by an Employee for the Employer, which is either expressly commissioned by the Employer, or is part of her normal classroom preparation, and which is prepared while in the employ of the Employer, will be considered to be and remain the exclusive property of the Employer to be used freely by the Employer, as long as desired. The Employee may use such material outside of the school only with the written permission of the Campus Director, or designate. It is agreed that where the Campus Director, or designate, permits the use of such material outside of the school, the Employee will not modify the materials. The Employee waives all moral rights in such materials.

7.2 Where an Employee creates materials on her own initiative, outside of the normal classroom preparation, for use in her instructional duties, such works will remain the property of the Employee. The Employee will grant the Employer an unlimited license to use any materials that the Employee creates and uses in performing her instructional duties.

7.3 Materials created by an Employee prior to her employment with the Employer shall remain the property of the Employee.

7.4 At any time following the termination of her employment, an Employee may request, in writing, to have her name be removed from any materials that she produced while employed by the Employer. Upon receipt of a written request, the Employer will remove the Employee's name within 30 days. The Employer may also, at its sole discretion and for any reason, remove an Employee's name from any materials an Employee produced while employed by the Employer.

8. PERSONNEL RECORDS

8.1 Employees are entitled to access their personnel files in accordance with the requirements for access of employee personal information set out in the *Personal Information Protection Act*.

9. CONFLICTS OF INTEREST

9.1 Employees are required to avoid potential and actual conflicts of interests or the appearance of conflicts of interest between her personal interests and (i) her employment; and (ii) the interests of the Employer. Without limiting the generality of the foregoing, a conflict of interest arises where the Employee's personal interests, financial or otherwise, conflict, appear to conflict or have the potential to conflict with her responsibilities to the Employer or the business interests of the Employer. Conflicts of interest can arise when an Employee, or a member of the Employee's family, receives improper personal benefits.

9.2 In the event that an Employee discovers that a potential or actual conflict exists, the Employee must advise her manager or designate immediately.

10. NO STRIKES OR LOCKOUTS

10.1 The Parties will be governed by the British Columbia Labour Relations Code in regard to strikes, lockouts, work stoppages, or slowdowns.

10.2 The Union agrees that, during the life of this Agreement, there will be no strikes.

10.3 The Employer agrees that there will be no lock-outs during the term of this Agreement.

11. DISCIPLINE

11.1 The Employer may discipline, suspend or discharge an Employee for just and reasonable cause.

11.2 The discharge of a probationary employee will be based on suitability as determined at the sole discretion of the Employer.

11.3 If the Employer is meeting with an Employee for disciplinary or dismissal purposes, the Employee will be advised in advance that the meeting may result in discipline and that that the Employee has a right to have a shop steward present in the meeting.

12. **GRIEVANCE PROCEDURE**

12.1 Any complaint, disagreement or difference between the Parties which concerns the interpretation, application, operation or alleged violation of this Collective Agreement will be considered a grievance, if the steps below are followed.

12.2 The Employer, the Union or the Employee having a grievance, dispute or complaint will submit the same within seven (7) calendar days of learning of the event giving rise to such grievance, dispute or complaint. The following steps will be observed:

- (a) Step 1: The Employee, with a shop steward, will take the grievance up verbally with her manager or designate. If no satisfactory settlement is reached, the grievance may, within seven (7) calendar days, be referred to the next step.
- (b) Step 2: The grieving party will submit the grievance, in writing, to the other party within seven (7) calendar days of the Step 1 grievance meeting. The grievance will provide full particulars of the facts giving rise to the grievance, set out the provisions of the Agreement allegedly violated, and the remedy requested. Upon receipt of the written grievance, the Parties will, within seven (7) calendar days, or at another time that may be mutually agreed upon in writing, meet and discuss the grievance. A decision as to the grievance will be rendered in writing and delivered to the grieving party within seven (7) calendar days of the meeting.
- (c) Step 3: Failing settlement of the grievance at Step 2, the grieving party will notify the other party, in writing, within fourteen (14) calendar days of the Step 2 decision that it intends to submit the matter to arbitration.

12.3 Union or Employer grievances will be initiated at Step 2.

12.4 Any grievance that is not commenced or processed through the steps in the grievance or arbitration procedure within the time specified will be deemed to be abandoned and all

rights of recourse to the grievance and arbitration procedure will be at an end. The Parties agree that the specified time limits may be extended by mutual consent in writing.

13. ARBITRATION PROCEDURE

13.1 If a grievance is not resolved in accordance with the grievance procedure herein, the Employer and the Union will endeavour to agree upon the selection of a single arbitrator to resolve the dispute. If the Employer and Union are unable to agree upon the selection of a single arbitrator, either party may apply to have an arbitrator appointed pursuant to the arbitration provisions in the British Columbia *Labour Relations Code*.

13.2 After selection of the arbitrator, the arbitrator will meet and hear the evidence of both parties. The arbitrator's decision is final and binding on all Parties to this Agreement.

13.3 The arbitrator is restricted to interpreting and applying the provisions of this Agreement, and has no authority to alter, modify, subtract from, or supplement the provisions in any way.

13.4 The Parties will bear an equal portion of the fees and the expenses of the arbitrator.

14. NEW EMPLOYEES

14.1 The Employer has the right to hire new Employees as needed.

14.2 The Employer will notify the Union in writing of the name and classification of any new Employee at the time the Employee commences employment.

15. PROBATIONARY EMPLOYEE

15.1 All new Employees will serve a probationary period of the lesser of: (a) eight (8) months of employment; or (b) five hundred and twenty (520) hours of in class instruction.

15.2 The probationary period set out in Article 15.1 may be extended by mutual agreement between the Employer and the Union.

15.3 During the probationary period the Employer may terminate the employment of a Probationary Employee, without notice or pay in lieu of notice, if the Employer, at its sole discretion, is of the opinion that the Employee is not suitable for the position.

16. **EMPLOYMENT CLASSIFICATIONS**

16.1 Employment Classifications

(a) Employees are classified as regular full time, regular part time, temporary contract or substitute. At the commencement of their employment, Employees will be advised whether they are being hired as a regular full time, regular part time, temporary contract or substitute. The Employer may not convert a Regular Full Time or Regular Part Time Employee into a Temporary Contract Employee.

16.2 Regular Full Time Employees

(a) Regular Full Time Employees are those designated by the Employer as Regular Full Time Employees. Regular Full Time Employees normally have a permanent contract and twenty (20) or more hours of in class instruction per week when classes are in session. The hours for a Regular Full Time Employee are based on the course load assigned to the Employee and there is no guarantee of hours.

16.3 Regular Part Time Employees

(a) Regular Part Time Employees are those designated by the Employer as Regular Part Time Employees. Regular Part Time Employees have a permanent contract and normally have less than twenty (20) hours of in class instruction per week when classes are in session. The hours for a Regular Part Time Employee are based on the course load assigned to the Employee and there is no guarantee of hours.

16.4 Temporary Contract

(a) Temporary Contract Employees are those hired by the Employer on a temporary contract basis with a termination date or expected date of termination established at the time of hire. Temporary Contract Employees may be terminated from employment at the end of the contract term with no further entitlement under this Agreement to notice, lay off, recall or otherwise.

(b) The following provisions in this Agreement do not apply to Temporary Contract Employees: Probationary Employees, Seniority, Layoff & Recall, Leaves of Absence, and Health and Welfare.

16.5 Substitute

(a) The following provisions in this Agreement do not apply to Substitute Teachers: Probationary Employees, Seniority, Layoff & Recall, Resignation, Hours of Work, Leaves of Absence, Vacation Leave, and Health and Welfare.

17. **SENIORITY**

17.1 Seniority for Regular Full Time Employees and Regular Part Time Employees means the Employee's length of continuous service with the Employer since the most recent date of employment with the Employer, including service prior to certification of the Union.

17.2 Temporary Contract Employees and Substitutes have no seniority nor any seniority rights.

17.3 A Probationary Employee will not have seniority until they have successfully completed the probationary period in Article 15 of this Agreement.

17.4 Upon successful completion of the probationary period, an Employee will acquire seniority retroactive to her start date.

17.5 An Employee shall lose seniority and her employment shall be deemed terminated in the event that the Employee:

- (a) is discharged for just cause;
- (b) resigns;
- (c) retires;
- (d) is on layoff for more than six (6) months;
- (e) is absent without leave for more than three (3) working days without reasonable explanation;

- (f) overstays a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the Employer;
- (g) fails to return to work after she has been cleared to return to work by her doctor or WorkSafeBC;
- (h) utilizes a leave of absence for reasons other than those for which it was granted;
or
- (i) is recalled to work and fails to return in accordance with Article 19 of this Agreement.

17.6 Employees who are transferred outside of the bargaining unit will retain their seniority for a period of three (3) months following such a transfer. Employees will not accumulate seniority for the time they are transferred outside of the bargaining unit but will resume accumulation upon their return providing it occurs within the three (3) month time period.

17.7 Once each semester, the Employer will prepare an up-to-date seniority list containing the following information pertaining to the Employees:

- (a) Employee's name;
- (b) Employee's date of hire; and
- (c) Employee's seniority.

17.8 The seniority list will be provided to the Union. Any objection to the accuracy of the information contained in the seniority list must be submitted in writing to the Employer within thirty (30) days of the Union receiving the seniority list. Thereafter, the seniority list will be deemed to be valid and correct for all purposes.

18. **JOB POSTING**

18.1 If the Employer wishes to fill a permanent vacancy within the Bargaining Unit, the Employer will post a notice of the vacancy on the bulletin board in the staff room for at

least three (3) working days. Any eligible Employee may apply, in writing, for the job during the posting period.

18.2 In considering internal candidates for a permanent vacancy, the Employer will consider whether the Employee has the Qualifications for the position. If an internal candidate has the Qualifications for the position, the internal candidate will be given preference over an external candidate subject to scheduling availability and all other provisions in this Agreement.

19. **LAYOFF & RECALL**

19.1 In the event that it becomes necessary to layoff an Employee, where Employee Qualifications are equal with respect to the requirements of the job, seniority will be the deciding factor when determining who to lay off or recall.

19.2 Except in the case of an emergency or if the Employer loses its certification and/or license to offer educational services, the Employer will provide an Employee with at least three (3) weeks' notice of layoff, or pay in lieu of notice. The Union will be provided with a copy of any layoff notices.

19.3 A Regular Full Time Employee with seniority who is laid off may bump into another available position or assignment if: (i) the Regular Full Time Employee has the Qualifications for the position; (ii) the bumping does not result in an increase in instructional hours for the Employee from the Employee's instructional hours prior to the lay off; (iii) the bumping will occur at the start of the semester; (iv) the Employee displaced by the bump must be the most junior Employee possible; and (v) the decision to bump must be made in writing to the Employer within five (5) days of the notice of layoff.

19.4 Employees who are laid off for more than six (6) months will be deemed to be terminated from employment.

19.5 Employees with recall rights will be recalled to any available work for which they are qualified. If recalled to a position with fewer hours than the one from which she was laid off, the Employee may refuse the recall and such refusal will not alter the recall rights. If

the Employee accepts a position with fewer hours than the one from which she was laid off, she retains recall rights to her original hours for the original recall period. For greater certainty, the six (6) month recall period remains unchanged.

19.6 Employees will be entitled to place their recall rights in abeyance during the six (6) month recall period provided the Employee provides the Employer with advance written notice of the dates when she will be unavailable for recall. The Employee will not be entitled to any positions that the Employee would have qualified for during the abeyance period. The six (6) month recall period remains unchanged regardless of the duration of the Employee's abeyance period.

20. **RESIGNATION**

20.1 An Employee will give the Employer as much notice of resignation as possible and will, where possible, arrange for the effective date to coincide with the end of a pay period. The notice will normally be at least three (3) weeks.

21. **ASSIGNMENTS AND SCHEDULES**

21.1 The Employer will assign Employees to teach courses and set the course schedule and timetable at its sole discretion. The Employer may consider the Employee's preferences when making such assignments.

21.2 If possible, the Employer will provide Employees with advance notice of changes to teaching assignments.

22. **HOURS OF WORK**

22.1 The Employer may schedule Employees for a maximum of nine (9) instructional hours per day.

22.2 If possible, the Employer will schedule Employees to ensure that they do not have breaks of more than two (2) hours between classes.

22.3 The Employer will normally schedule staff meetings on Monday to Friday between the hours of 8am and 5pm.

23. EVALUATIONS

- 23.1 The Employer may conduct Employee evaluations once each semester. The primary goal of evaluations is to generate an ongoing dialogue between the Employer and an Employee aimed at improving or fine-tuning teaching methods and approaches.
- 23.2 The Employer will choose the specific class that will be evaluated and will provide the Employee with at least one (1) week advance notice of the evaluation.
- 23.3 The Employee will be provided with a copy of the written evaluation report and will sign the evaluation report to acknowledge receipt.
- 23.4 The Employee may append a written response to the evaluation report.
- 23.5 No changes will be made to the written evaluation report after the report is signed by the Employee.

24. INDEMNITY

- 24.1 The Employer will maintain insurance, subject to the requirements set out in the insurance plan, to indemnify Employees who become legally obligated to pay compensatory damages because of bodily injury or property damage that occurs within the scope of the Employees' employment while the Employees are performing job duties related to the conduct of the business of the Employer.
- 24.2 The liability of the Employer with respect to the liability insurance in Article 24.1 is limited to the premiums related to the provision of the insurance plan.

25. LEAVES OF ABSENCE

- 25.1 The Employer will grant leaves of absences as required by the British Columbia *Employment Standards Act*. Employees must request any leave in writing as far in advance as possible and at a minimum in accordance with the notice requirements in the *Employment Standards Act*. Employees must keep in touch with their manager or Human Resources during the absence and give prompt notice if there is any change in the Employee's return date.

- 25.2 Employees must not obtain other employment while on a leave of absence. Acceptance of other employment while on leave will be treated as voluntary resignation from employment with the Employer.
- 25.3 The Employer will grant a leave of absence to any Employee who is selected for jury duty. The Employer will continue the Employee's regular pay and benefits for up to ten (10) days on which the Employee would have worked but for the jury duty. The Employee will give the Employer any amounts received for performing jury duty on any of those ten (10) days. Where the Employee is scheduled to work on a day(s) on which the Employee is not required to perform jury duty or if the Employee receives an early release from jury duty on any given day, then the Employee will report to work unless directed otherwise by the Employer.
- 25.4 Subject to operational requirements, the Employer may, at its sole discretion, grant a general leave of absence without pay to an Employee for a period of a minimum of one (1) semester and a maximum of three (3) semesters. For greater certainty Employees on a general leave of absence must take their leave of absence in full semester increments and the Employee can only return at the end of a semester.
- 25.5 Employees must provide a minimum of four (4) weeks advance notice of a general leave of absence.
- 25.6 An Employee will continue to accrue seniority for a leave granted under Article 25.1 or 25.3. An Employee will not accrue seniority for the time during a leave of absence for any other reason but will retain her seniority accrued prior to the leave of absence.
- 25.7 Except where explicitly stated to the contrary, all leaves of absence are without pay.
- 25.8 The Employer will continue to pay its portion of the extended health and dental benefits premiums for Regular Full Time Employees for the first ten (10) days of a leave of absence and for such longer periods of time as may be required by the *British Columbia Employment Standards Act*. If an Employee wants to continue benefits coverage during a leave of absence that extends beyond the time period that the Employer is required to pay its portion of the extended health and dental benefits premiums pursuant to this Article,

the Employee must arrange to pay for the Employer's portion of the extended health and dental benefits premiums for the duration of the leave of absence.

25.9 If an Employee is unable to attend at work due to illness or injury, the Employee must contact her manager or designate as early as reasonable possible and no later than 9:00 am on the date of the absence or before the start of the Employee's scheduled class, whichever is earlier. The Employee will follow the direction of her manager in coordinating make up classes.

25.10 The Employer may request a doctor's note confirming the illness or injury of an Employee who is absent from work due to illness or injury in which case the Employee will provide such note within 5 calendar days of the Employee's return from absence.

26. **STATUTORY HOLIDAYS**

26.1 Statutory holiday entitlement will be governed in accordance with the British Columbia *Employment Standards Act*.

27. **VACATION**

27.1 Vacation Leave

(a) Employees will take their vacation leave when classes are not in session. Employees will not take their vacation during the scheduled teaching sessions.

27.2 Vacation Pay

(a) Employees will receive vacation pay on pay cheques calculated as follows:

- (i) Four percent (4%) of wages during the first five (5) years of continuous employment; and
- (ii) Six percent (6%) of wages after five (five) or more years of continuous employment.

28. **HEALTH AND WELFARE**

28.1 Benefits Plans

(a) The Employer will pay one hundred percent (100%) of the premium costs for the benefits listed in Schedule B of this Agreement.

(b) Regular Full Time Employees will be eligible to participate in the Employer's extended health and dental benefit plan after successful completion of the probationary period.

(c) Employees must maintain their status as Regular Full Time Employees to participate in the extended health and dental benefit plan.

(d) The Employer's responsibility under this section is limited to the payment of its portion of the premiums to purchase the insurance. The Employer has no liability for the failure or refusal of the insurance carrier to honour an Employee's claim or to pay benefits, and no such action of the part of the insurance carrier will constitute a breach of this Agreement by the Employer. The Employer is not responsible for paying for or providing any benefits under this section. No dispute arising under or related to this section will be subject to the grievance and arbitration procedures, except as such grievance applies to the Employer's payment of the premiums required to purchase the insurance coverage.

(e) The Employer has the right, in its absolute discretion, to change insurance carriers or policies, which could change or eliminate specific elements of coverage. The benefit coverage under any new carrier or policy will be substantially similar to the benefit coverage provided under the previous carrier or policy.

29. NO DISCRIMINATION

29.1 The Parties and Employees are committed to ensuring a workplace free from discrimination and harassment and will abide by and conduct themselves in accordance with the *Human Rights Code*.

30. WORKSAFE BC

30.1 The Employer will comply with all *Workers' Compensation Act* requirements in place from time to time.

31. **PRIVACY**

31.1 The Employer will comply with the *Personal Information Protection Act*.

32. **STAFF ROOM**

32.1 Employees will have access to a staff lunch room during lunch periods. The staff lunch room will have a fridge and microwave that Employees may use.

33. **ADJUSTMENT PLAN**

33.1 Where the Employer intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom this Agreement applies, section 54 of the *Labour Relations Code* will apply.

34. **PAYDAYS AND DEDUCTIONS**

34.1 The Employer will pay all Employees bi-weekly in arrears by direct deposition or cheque at the Employer's discretion. The Employer will prepare and provide to the Employee a payroll advice statement stipulating the amount paid to the Employee and the purpose and amount of each deduction;

34.2 The Parties agree that the Employer will deduct from each Employee's wages and remit the Employee's contributions, if any, to the extended health and dental benefit plan as agreed to by the Parties to the Agreement.

35. **WAGES**

35.1 Employees will be paid at the rates listed in Schedule "A" – Wages. The rates apply as follows:

- (a) Instructional Rate – applies to:
 - (i) in-class instruction;
 - (ii) proctoring exams; and

- (iii) curriculum development work assigned by the Employer.
- (b) Non-Instructional Rate – applies to all non-instructional job duties. This includes:
 - (i) Attendance at Employer directed staff meetings and professional development; and
 - (ii) Attendance at School events outside of normal classroom hours where the Employer has directed the Employee to attend the event. For greater certainty, if the Employee voluntarily attends a school event outside her normal classroom hours, the Employee will not be paid for attending the event.

35.2 Preparation Time Premium. Employees will be paid a preparation time premium equal to ten percent (10%) of the Instructional Rate for each in class instructional hour pursuant to Article 35.1(a)(i).

35.3 Class Size Premium. Employees may receive class size premiums.

- (a) Class Size Premiums are calculated as follows:
 - (i) If the number of students registered in a class is more than thirty-five (35) students but less than forty-six (46) students, the Employee will receive a class size premium equal to five percent (5%) of the Instructional Rate for each in class instructional hour for that class pursuant to Article 35.1(a)(i); and
 - (ii) If the number of students registered in a class is forty-six (46) or more students, the Employee will receive a class size premium equal to ten percent (10%) of the Instructional Rate for each in class instructional hour for that class pursuant to Article 35.1(a)(i); and
- (b) For the purposes of this class size premium, the number of students registered in a class is determined at follows:
 - (i) For the first two (2) weeks of the a semester, based on number of students registered in a class on the first day of the semester; and

- (ii) For the balance of the semester, based on the number of students registered in a class on the tenth (10th) day of the semester.

35.4 The Instructional Rate (Article 35.1(a)), Preparation Time Premium (Article 35.2) and, if applicable, Class Size Premium (Article 35.3) are compensation for all in-class instruction and preparation, including preparation time, marking, classroom administrative duties, performance reviews and necessary discussions between Employees and supervisors as directed by the Employer.

36. PROFESSIONAL DEVELOPMENT

36.1 Education Courses and Upgrading

(a) If an Employee attends education or upgrading courses related to employment at the request of the Employer, the Employer shall cover fees and costs incurred on a pre-approved basis, and the Employee will suffer no loss of pay.

36.2 Professional Development

(a) Where the Employee attends Professional Development sessions at the request of the Employer, the Employee will receive her Non-Instructional Rate.

(b) The Employer will create a Professional Development Fund that Employees can apply to access. The Employer will contribute one thousand five hundred dollars (\$1,500) to the fund each year. An Employee may apply to access the funds to attend conferences, courses, or seminars that will enhance her academic, technical and educational standards. A Professional Development Fund Committee consisting of two management representatives and one union representative will review the applications and approve or deny the request. The Professional Development Fund Committee will provide written reasons for any denial. An individual Employee may apply for up to five hundred dollars (\$500) in Professional Development funding each year. Any unused funds will carry forward for up to two calendar years after which time they will be forfeited.

37. TERM OF AGREEMENT

37.1 This Collective Agreement will remain in full force and effect for three (3) years.

- 37.2 Either Party wishing to renew or amend this Agreement may give notice in writing of its intention to do so during the last four (4) months of this Agreement.
- 37.3 The Parties' agree to exclude the operations of sections 50(2) and 50(3) of the British Columbia *Labour Relations Code*.

SCHEDULE "A"

WAGES

	CURRENT	September 6, 2016 +1.5%	September 5, 2017 +1.5%	September 4, 2018 +1.5%
Instructional Rate ¹	\$30.00	\$30.45	\$30.90	\$31.37
Non-Instructional Rate ²	\$20.00	\$20.00	\$20.00	\$20.00

1 - Any Employees earning more than the Year 1 Instructional Rate at the time of ratification will maintain their current rate and the corresponding percentage increase on top of their current rate.

2 – Non-Instruction Rate is not subject to the annual percentage increase.

SCHEDULE "B"**BENEFITS**

Benefit	Summary of Coverage
Eligibility	Regular Full-Time Employee (20+ instruction hours per week)
Coverage	Employee Only
BC Medical Services Plan	No
Deductible for Prescription Drugs	Pharmacy Dispensing Fee
Deductible for other Healthcare Expenses	None
Reimbursement for Prescription Drugs	100%
Drug maximum per calendar year	\$2,500
Reimbursement for Paramedical Expenses	\$300 per year per service to \$500 per year combined maximum
Vision Care	\$200 per 24 months for adults
Deductible for Dental Plan	None
Dental Plan A (Basic)	90% - \$2,000 annual maximum
Dental Plan B (Restorative)	No
Dental Plan C (Orthodontic)	No
Emergency Travel Assistance	Yes – no deductible, lifetime maximum is unlimited
Group Life Insurance/AD&D	\$25,000 reduce to 50% at age 65