

COLLECTIVE AGREEMENT

Between:

**EC
(the "Employer")**

And:

**EDUCATION AND TRAINING EMPLOYEE'S ASSOCIATION LOCAL 2
(the "Association")**

JANUARY 1, 2016 to DECEMBER 31, 2018

AGREEMENT between: EC &
EDUCATION AND TRAINING EMPLOYEES LOCAL 2
JANUARY 1, 2016 to DECEMBER 31, 2018

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ARTICLE 1 - AGREEMENT

1.1 Purpose of the Agreement

The Parties to this Agreement share a desire to work co-operatively to address the concerns and interests of both the Association and EC. Accordingly, they are determined to establish an effective working relationship at all levels of which bargaining unit members are employed.

The purpose of the Agreement is to:

- a) Establish and maintain a harmonious and mutually beneficial relationship between EC Vancouver Language Center Ltd., its employees and the EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION (Local -2).
- b) Set forth the negotiated terms and conditions of employment and establish and maintain mutually satisfactory working conditions for the employees covered by this Agreement.
- c) Provide a mechanism for collective bargaining and the prompt and equitable resolution of any differences or grievances that may arise between the Parties with respect to matters covered under this Agreement.

1.2 Conflicting Provisions

In the event of conflict between an EC policy and a term of the Collective Agreement, the Collective Agreement shall take precedence.

ARTICLE 2 – DEFINITIONS

- a) “Association” means the Education and Training Employees’ Association (ETEA) Local -2.
- b) “Employee” means an employee covered by this Collective Agreement who is a member of the bargaining unit as described in the certificate issued by the Labour Relations Board on February 5, 2008.
- c) “EC” means EC Vancouver Language Centre Ltd.
- d) “Parties” means EC and the Association, which are the signatories to this Collective Agreement.
- e) “Probationary Employee” means an employee on probation.
- f) “Regular Employee” means employees who have completed their probationary period and work on an ongoing basis. Regular Employees may be Full time or Part time but must be available to teach a minimum of 20

lessons a week when assigned unless on an approved leave. Regular employees must meet the qualifications as determined by the Employer.

- g) “Teacher” means an employee whose primary duty is teaching.
- h) “Full Time” means an employee who teaches 20 or more lessons per week on an ongoing basis.
- i) “Part Time” means an employee who teaches fewer than 20 lessons per week on an ongoing basis.
- j) “Lesson” means one hour of paid time (45 minutes of classroom teaching)
- k) “Casual” means an employee who is employed on an on as and when needed basis to cover absences, work as a substitute, provide tutoring or to augment staff, and who is employed on a day-to-day basis. Hours worked as a casual employee shall not count towards probation. Casual employees shall not have seniority and may be terminated at any time should the Employer determine they are not suitable for employment. A Regular Employee who chooses to become Casual must give the Employer at least six (6) weeks’ notice. Such an employee may return to their Regular Employee status within three (3) months of becoming Casual, with no loss of seniority, if they provide at least two (2) weeks’ notice of their intent to return to regular status. An employee who returns to regular status will no longer permitted to become Casual.

ARTICLE 3 – EXCLUSIVE BARGAINING AGENT

EC recognizes the Association as the exclusive bargaining agent for all employees in the bargaining unit to whom the Certificate is issued, and/or modified, by the Labour Relations Board.

ARTICLE 4 - MANAGEMENT RIGHTS

- a) The Association recognizes that EC has the right to operate and manage its operations except as limited by this Agreement.
- b) EC agrees to continue to exercise its management rights in a fair and reasonable manner.

ARTICLE 5 – ASSOCIATION RIGHTS

5.1 Copies of the Collective Agreement

EC shall ensure that the finalized Collective Agreement shall be available electronically to each employee by posting on the “NAS.”

EC agrees to acquaint new employees with the fact that a collective agreement is in effect and will advise them how to access an electronic copy. EC agrees to provide all new employees with a copy of the mutually agreed letter in Schedule B and a current list of Association representatives.

5.2 Recognition and Rights of Stewards

- a) EC recognizes the Association’s right to select Stewards to represent the employees.
- b) The Association agrees to provide EC with a list of Stewards and to advise EC of any changes to the list of Stewards that may occur from time to time.
- c) The Association shall have the right at any time to have the assistance of advisors when dealing or negotiating with EC.
- d) It is agreed that only elected officers, appointed officials, and Stewards are allowed to represent the Association.
- e) It is understood that Stewards will conduct their duties after class time as much as possible.

5.3 Association Membership

As a condition of employment, each employee who was a member of the Association on February 5, 2008, and each employee employed after that date shall become and remain a member of the Association.

The Employer and the Association agree to abide by the provisions of the BC Labour Relations Code which ensure that there will be no discrimination, intimidation, restriction or threat with respect to any employee for reason of exercising their rights contained in this agreement or for membership or activity in the Association.

5.4 Bulletin Board

EC agrees to provide a mutually agreeable space for a bulletin board for the exclusive use of the Association. The bulletin board will be provided by the Association.

5.5 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) A maximum of 3 representatives of the Association on the Association's Bargaining Committee
 - ii) Employees 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) Elected or appointed representatives of the Association to attend to Association business which requires them to leave the premises of their employment
- b) Leave of absence with pay and without loss of seniority will be granted to:
 - i) Employees to attend joint Association / Management meetings
 - ii) Stewards assisting an employee in the presentation of a grievance in accordance with Article 20.
 - iii) Employees who attend Safety Committee meetings scheduled in accordance with Article 8.
- c) To facilitate the administration of this Article, when leave without pay is granted, the leave shall be without loss of salary and benefits and the Association shall reimburse EC for salary and benefit costs.

5.6 Dues Check Off

- a) As a condition of employment, each employee shall provide EC with a signed, written assignment of wages to the Association authorizing EC to deduct the applicable Association dues (or equivalent), initiation fees and assessments. A copy of the completed form shall be retained by EC and the original shall be retained by the Association.
- b) EC shall deduct at each bi-weekly pay period from the pay of each employee covered by this Agreement an amount determined by the Association as Association dues, and shall remit those dues to the Association bi-weekly, along with a list of those employees for whom the deductions were made.
- c) The Association shall notify EC of any amount of dues to be deducted and shall notify EC of any change in the established rate.

5.7 New Employees

EC shall provide the President of the Association in writing the name, terms of employment, including salary, and contact information of all new employees at the time of hire.

5.8 Association Meetings

Subject to operational requirements, the Association may request use of EC facilities for meetings with members, using normal room and equipment booking procedures. Such meetings shall conclude by 6:30 p.m.

ARTICLE 6 – PERSONNEL RECORDS

All relevant material pertaining to employees' employment shall be kept in one file. Employees shall be provided a copy of any new material placed on their file. On reasonable notice, an employee shall have access to his or her personnel file and may make copies of anything on that file. Employees shall have the right to place a response or letter in their personnel file.

ARTICLE 7 – TEACHING MATERIALS AND CURRICULUM

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 their 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. After obtaining permission from the school president, the employee is free to use this material outside of the school, whether or not they are still employed by the Employer.

The Employer recognizes that employees may from time to time and of their own initiative, create materials for use in their instructional duties, develop new courses, classes, or major revisions that have not been expressly commissioned by the Employer. The copyright for such works, as well as other original or creative works created by an employee prior to their employment by the Employer, or outside the scope of their employment or assigned duties shall remain with the employee, and may be used for any purpose the employee wishes, including for personal profit, without restriction or claim by the Employer.

ARTICLE 8 – OUT OF POCKET EXPENSES

Employees shall be reimbursed for approved and receipted out of pocket expenses.

ARTICLE 9 – HEALTH AND SAFETY

- a) EC undertakes to comply with the Workers' Compensation Act and applicable Occupational Health and Safety Regulations.
- b) Health and Safety Committee

The parties agree to establish a Joint Safety and Health Committee in accordance with the requirements of Part 3 Division 4 of the Workers' Compensation Act.

ARTICLE 10 – HUMAN RIGHTS CODE, DISCRIMINATION, HARASSMENT AND WORKPLACE VIOLENCE

- a) EC and the Association are committed to the principles and provisions of the BC Human Rights Code and in providing a learning and working environment free from discrimination.
- b) EC shall take all measures to protect the right of employees to work in an environment free from discrimination, personal or sexual harassment.
- c) It is agreed that inappropriate conduct between EC and an employee, between employee colleagues, and between employees and EC clients shall be addressed in a manner that ensures dignity and respect.
- d) EC and the Association agree to conduct investigations of complaints of harassment, discrimination or workplace violence according to the policies in the EC Canada Employee Handbook.
- e) Where an employee is part of a complaint of harassment, discrimination or workplace violence, whether as complainant or respondent, the employee shall have the right to have a Steward assist with the process.

ARTICLE 11 – STRIKES AND LOCK OUTS

- a) It is recognized that all Parties are subject to the provisions of the BC Labour Relations Code.
- b) It is agreed that there will be no strikes or lockouts so long as this agreement continues in legal force and effect.
- c) Employees who refuse to cross a legal picket line shall not be subject to discipline and shall be considered to be on a leave of absence without pay.

ARTICLE 12 – ASSOCIATION / MANAGEMENT COMMITTEE

12.1 Association / Management Committee

The Parties agree to establish an Association / Management Committee. The Parties acknowledge the mutual benefit derived from joint consultation and promote the co-operative resolution of workplace issues. The purpose of this Committee is to discuss matters, other than grievances, relating to the workplace that affect the Parties or any employee.

12.2 Structure

The Committee shall be comprised of two excluded representatives employed by EC selected by Management and two Association representatives employed by EC selected by the Association. Either party may bring additional representatives to meetings where necessary or appropriate.

12.3 Meetings

The Association / Management Committee shall agree on a regular schedule and meet once every two months. Meetings deemed to be of an urgent nature by either Party shall be held within five days of the request by either Party.

12.4 Meetings

It is agreed that this committee meets the requirements of Section 53 of the *Labour Relations Code of BC*.

ARTICLE 13 – BARGAINING UNIT WORK

13.1 Work normally performed by Bargaining Unit Members shall not be performed by non-Bargaining Unit Members.

13.2 Notwithstanding 13.1 above, the following employees of EC excluded from the Bargaining Unit may be required to perform bargaining unit work as follows:

- a) Director, EC may teach on an emergency basis.
- b) Director of Studies may teach as part of their regular assigned duties.
- c) Assistant Director of Studies may teach as part of their regular assigned duties
- d) Academic Year Coordinator may teach as part of their regular assigned duties.

13.3 a) The Parties agree that a Regular Employee who accepts a position outside of the bargaining unit may opt to return to their bargaining unit position within a six (6) month time period after commencing in the new position.

b) Teachers who accept a position outside of the bargaining unit will not accumulate seniority but will resume their seniority accumulation upon their return to the bargaining unit.

ARTICLE 14 – PROBATION

14.1 Probation

- a) The purpose of a probationary period is to provide EC with an opportunity to review the employee's performance and to determine whether he or she is suitable for continued employment with EC. If, in EC's opinion, the employee is determined to be unsuitable for continued employment, that employee shall be terminated prior to the completion of the probationary period.
- b) The probationary period for all employees covered by the Collective Agreement, excluding casual employees, shall be 650 lessons. This probationary period may be extended by mutual agreement of the Employer and the Association.
- c) EC shall inform Probationary Employees of the standards which he or she is expected to meet during the probationary period. EC will ensure that all Probationary Employees will be provided with new employee familiarization, orientation, observations, and workshops.
- d) Upon successful completion of the probationary period an employee shall be confirmed as a Regular Employee and shall be placed on the seniority list.

ARTICLE 15 – SENIORITY

- 15.1 Seniority for Regular Employees shall be all accumulated hours of employment from the date of hire.
- 15.2 Employment is deemed continuous and hours shall be accumulated for employees as if they were at work, for any leaves which are listed in the Employment Standards Act. Hours shall be accumulated during such a leave based on an average of the employee's teaching hours over the previous year.
- 15.3 Employment is deemed continuous for employees on any approved leave of absence without pay, but hours shall not accumulate.
- 15.4 EC agrees to provide a copy of the current seniority list to the at least once every three months. The list will include the names of employees, their accumulated teaching hours and their date of hire.

ARTICLE 16 - EVALUATION PROCESS

16.1 Evaluation Process

The evaluation process shall be reasonable, non-discriminatory, and fair.

16.2 Yearly Performance Review

- a) Employees shall undergo a performance review on an annual basis.
- b) Employees shall be provided with a copy of the criteria and standards that shall be used in reviewing performance.
- c) Where a formal review of the employee's performance is carried out, the employee shall be given a reasonable opportunity after the interview to read and examine the review.
- d) An employee who disagrees with the yearly performance review shall have the right to append a written response to the review.

16.3 Academic Evaluations

Academic Evaluations shall be conducted no more than once a session twice per year. Academic Evaluations shall not be conducted unless the same teacher has been with the class at least two weeks. Employees who have been placed on a performance improvement plan may be subject to additional Academic Evaluations at the Employer's discretion.

16.4 In-Class Observation

The Employer has the right to have classes observed by CELTA trainees, visiting authorized agents, inspectors from accreditation bodies, and authorized staff from EC, including visiting EC staff. Where practicable, EC shall provide at least twenty-four (24) hours' notice prior to an in-class observation.

ARTICLE 17 – STUDENT / CLIENT SATISFACTION

- a) It is understood that students / clients may from time to time raise concerns about the service they receive.
- b) Where concerns pertain to the classroom, students/clients shall be encouraged to bring their concerns to their teacher before complaining to EC.
- c) EC agrees to advise a teacher of any relevant student/client concern and allow an opportunity for the teacher to respond.

ARTICLE 18 – TRAINING AND PROFESSIONAL DEVELOPMENT

- a) Teachers who attend workshops required by EC will be paid for their attendance. Teachers are not required to attend workshops that they have previously completed.

- b) Teachers who have attended a specific required workshop in the past shall be entitled to repeat the workshop without pay.
- c) Teachers are required to complete a minimum of six (6) hours of professional development per calendar year. The Employer may require additional hours of professional development, up to a maximum of fifteen (15) hours per year. The Employer will pay teachers for up to fifteen (15) hours of professional development per calendar year. This clause shall not apply to situations where the Employer requires a teacher to undertake additional training and development in order to correct a performance deficiency.

ARTICLE 19 – LAY-OFF AND RECALL

19.1 Lay-Off and Recall

With the exception of substitute teaching assignments, the Parties recognize that a lay-off will occur when an employee has no teaching assignment. A teacher may choose to work reduced hours rather than be laid off. A teacher may also choose to be laid off rather than accept reduced hours. Opportunities for part time work shall be identified subject to student enrollment.

19.2 Application

Article 19 shall apply to all employees except Probationary Employees and substitute teachers who are employed on an as-needed basis.

Probationary Employees shall accumulate lessons which shall be retained during periods of lay-off and credited upon their return from lay-off. Accumulated lessons shall be retained for a period of nine (9) months.

19.3 Alternative Work/Placement Opportunities

In the event of a lay-off, employees with the longest seniority shall be retained subject to their being available and qualified to perform the work.

19.4 Notice of Lay-Off

Notice of lay-off shall be in writing to the Regular Employee with a copy to the Association. Such notice may be sent by email.

19.5 Voluntary Canvass

Prior to an anticipated lay-off, Regular Employees will be canvassed to determine if any Regular Employee wishes to accept a voluntary lay-off.

19.6 Notice Period

- a) Regular Employees whose accumulated hours are less than 2080, shall be deemed Temporary as per the Employment Standards Act and not be eligible for lay-off notice as per Article 19.6b.

- b) For Regular Employees whose hours equal or exceed 2080 accumulated hours of employment, LCSV shall provide lay-off notices or payment in lieu as follows:
 - Two weeks after 2080 accumulated hours of employment
 - Three weeks after 3120 accumulated hours of employment and one additional week for each additional 1040 hours of accumulated employment to a maximum of eight weeks' notice or payment in lieu for the termination of employment.
- c) If a regular Employee receives pay in lieu of notice, and is recalled prior to the end of their notice period, the Employer may require the Employee to pay back any pay received in excess of the period for which the employee was laid off.
- d) For lay-offs as a result of Acts of Nature (e.g. epidemics, earthquakes) lay-off notice or payment in lieu shall not exceed two weeks.

19.7 Recall Rights

- a) Regular Employees on a lay-off shall have a right to recall to any assignment that becomes available for a period of 9 months subject to their being available and qualified to perform the work.
- b) At the time of the lay-off, Regular Employees shall be given a choice of accepting or refusing substitution opportunities during their recall period.
- c) Regular Employees will ensure the accuracy of their contact telephone number.
- d) No new employees shall be hired for positions that Regular Employees on recall are available and qualified to perform

19.8 Retention of Seniority

Seniority accumulated by Regular Employees prior to lay-off shall be reinstated at the time of recall. Seniority shall be recorded in lessons.

ARTICLE 20 – GRIEVANCE PROCEDURE

20.1 Grievances

- a) The Parties agree that grievances may arise concerning:
 - i) Differences between the Parties regarding the interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable.
 - ii) The dismissal, suspension, or other discipline of an employee.

- b) The Parties agree that any differences between the Parties shall be resolved without stoppage of work.

20.2 Grievance Resolution – Step One

- a) In the hope that disputes can be resolved amicably, discussions between the employee and the Director of Studies or his/her designate, with or without a local steward, shall be encouraged at Step One for the purpose of resolving a dispute.
- b) In the event that the employee is not satisfied with the result of the discussion, the Association may submit a grievance in accordance with Step Two.
- c) The resolution of disputes in accordance with this Article shall be consistent with the Collective Agreement and shall not be used as a precedent by either Party.

20.3 Grievance Resolution – Step Two

The Association may submit a grievance in writing describing the nature of the alleged violation and remedy sought to the Centre Director within 30 days after the date on which:

- a) The employee was notified orally or in writing of the action or circumstances giving rise to the grievance; or
- b) The employee first became aware of the action or circumstances giving rise to the grievance.

The Centre Director shall have 14 days from the receipt of the grievance in which to give a written reply to the Association.

20.4 Grievance Resolution – Step Three

Failing satisfactory settlement at Step Two, the Association may submit the grievance in writing, describing the nature of the alleged violation and the remedy sought to the Director of Operations within 14 days of the response of Step Two or the date of the response due. The Director of Operations shall have 30 days to respond in writing.

20.5 Grievance Resolutions - Meetings

To encourage settlement of grievances, the Parties agree to meet to discuss any grievance submitted at Step 2 or Step 3 of the grievance procedure.

20.6 Referral to Arbitration

Failing satisfactory settlement at Step Three, the Association may refer the matter to arbitration as set out in Article 20.9 within 30 days after the EC decision has been received or become due, whichever is earlier.

20.7 General Procedures

- a) EC agrees that, after a grievance has been formally submitted by the Association, no EC representative will conduct a discussion with respect to the grievance, either directly or indirectly, with the aggrieved employee.
- b) Upon written mutual agreement, the Parties may agree to amend the time limits set out in this Article.
- c) The Parties agree that grievances related to discipline will be submitted directly to Step Two of the grievance procedure and grievances related to dismissal will be submitted directly to Step Three.
- d) The Association and EC have the right to submit grievances for any difference that may arise in accordance with 20.1 above and such grievances shall be deemed to be at Step Two.

20.8 Procedural Errors

In the spirit of the Agreement, it is the intent of the Parties that a grievance shall not be invalidated due to procedural errors, provided such errors have no essential bearing on the substance of the grievance.

20.9 Arbitration

- a) The Party submitting the grievance to arbitration shall do so by notifying the other Party in writing.
- b) Within 30 days of notification the Parties, by mutual agreement, shall select a single arbitrator to adjudicate the matter. If the Parties are unable to mutually agree on a single arbitrator as set out in the previous sentence, an arbitrator shall be selected on a rotation basis from the following list:

Ken Saunders
Mark Brown
Joan McEwen

- c) The arbitrator may determine his/her own procedure in accordance with the provisions of the Labour Relations Code and shall give each Party an opportunity to present its case and respond to the other Party.
- d) The arbitrator shall hear and determine the matter and shall endeavor to issue a decision within 30 days following the conclusion of the hearing. The decision of the arbitrator shall be final and binding. The arbitrator is not authorized to alter, amend or modify any part of this Agreement.
- e) Fees and expenses incurred by the arbitrator shall be borne equally by the Association and EC.

ARTICLE 21 – DISCIPLINE

- a) No employee shall be disciplined or have their employment terminated without just cause. The Parties agree that the employment of Probationary Employees may be terminated in accordance with Article 14.
- b) If EC intends to meet with an employee for disciplinary or dismissal purposes, the employee will be advised in advance.
- c) An employee shall have the right to have a steward present at any discussion involving discipline and the employee shall be so advised in advance of any such discussion.
- d) Clause (c) above shall not apply to discussions that are of an operational nature and do not involve disciplinary action.
- e) At the expiration of 24 months from the date an employee received a disciplinary warning or letter, the said letter shall be removed from their file if there has been no further discipline of a similar nature.

ARTICLE 22 – RATES OF PAY & PAY DAYS

22.1 Rates of Pay

Employees shall be paid salaries in accordance with SCHEDULE A.

22.2 Pay Days

Employees shall be paid bi-weekly by direct deposit.

ARTICLE 23 – STATUTORY HOLIDAYS

23.1 Statutory Holidays

EC agrees to comply with the Employment Standards Act. Further, EC agrees to maintain its current policy respecting statutory holidays.

23.2 Holidays Falling on Saturday or Sunday

Whenever a statutory holiday falls on a Saturday or Sunday, EC will be closed on either the preceding Friday or the following Monday. The Friday or Monday shall be deemed to be the holiday for the purpose of this Agreement.

23.3 Holiday Coinciding with a Scheduled Day of Rest

Where a statutory holiday occurs on an employee's day of rest, the employee will receive one day off in lieu of the holiday, to be scheduled by mutual agreement between the employee and EC.

23.4 Holiday Coinciding with a Day of Vacation

When a statutory holiday falls within an employee's scheduled vacation, the day shall not be considered a vacation day.

23.5 Part-Time Employees

Part-time employees will receive holiday pay on a pro-rata basis utilizing the formula contained in Section 45 of the Employment Standards Act of BC.

ARTICLE 24 – VACATION ENTITLEMENT AND SCHEDULING

24.1 Regular Employees shall be entitled to the following vacation with pay in every calendar year:

- a) Regular Employees with one (1) to two (2) complete consecutive years of teaching full-time at EC receive two (2) weeks' vacation;
- b) Regular Employees with three (3) to six (6) complete consecutive years of teaching full-time at EC receive three (3) weeks' vacation;
- c) Regular Employees with seven (7) to ten (10) consecutive years of teaching full-time at EC receive four (4) weeks' vacation.
- d) Regular Employees with eleven (11) or more consecutive years of teaching full-time at EC receive five (5) weeks' vacation;

24.2 Regular Employees shall receive vacation pay based on his/her total earnings in the prior calendar year.

24.3 Regular Employees shall take vacation in units of at least one (1) week in length.

24.4 Regular Employees may combine vacation with unpaid leave of absence per Article 25.2.

24.5 Regular Employees shall make a written request for vacation to the Director of Studies at least 8 (eight) weeks in advance.

24.6 If the Employer plans to close the school for a one week period for Christmas break, the Employer will announce this closure with at least 3 months notice for Regular Employees to choose whether to take on week's vacation with pay if they have sufficient vacation entitlement, or as unpaid time during the Christmas break.

24.7 Regular employees may carry forward up to one week of vacation into the first quarter subsequent year. Any vacation carried forward must be used within the first quarter of that subsequent year.

24.8 Probationary Employees and Casual Employees shall receive 4% vacation pay on each paycheque.

ARTICLE 25 – LEAVE FROM WORK

25.1 EC agrees to comply with the *Employment Standards Act*. Leaves available under this article include Pregnancy, Parental, Family Responsibility, Compassionate Care, Reservists' and Bereavement Leave, as well as Jury Duty. Regular

Employees who take an approved *Employment Standards Act* leave shall continue to accrue seniority for the duration of leave, based on the average number of weekly hours worked by the employee in the 12 week period immediately preceding the commencement of the leave.

25.2 Unpaid Leave of Absence

- a) Regular Employees may request unpaid leave of absence on the following basis:
 - i. Regular Employees with one (1) to four (4) complete consecutive years of teaching full-time:
 - one two-week unpaid leave per year;
 - one four-week unpaid leave per year.
 - ii. Regular Employees with five (5) to nine (9) complete consecutive years of teaching full-time:
 - one two-week unpaid leave per year;
 - one four-week unpaid leave per year;
 - one one-week unpaid leave per year that must be combined with the employee's entitlement to three (3) weeks of vacation with pay, where the dates of these four (4) weeks are approved by the Director of Studies.
 - iii. Regular Employees with ten (10) or more complete consecutive years of teaching full-time:
 - one two-week unpaid leave per year;
 - one four-week unpaid leave per year;
 - one two-week unpaid leave per year that must be combined with the employee's entitlement to four (4) weeks of vacation with pay, where the dates of these six (6) weeks are approved by the Director of Studies.
- b) Regular Employees shall request unpaid leave of absence in writing to the Director of Studies at least eight (8) weeks in advance. Unpaid leaves under this provision shall be granted on a first come first serve basis provided such leaves do not interfere with the efficient operation of the school.
- c) Unpaid leaves of absence may not be taken consecutively unless otherwise approved by the Employer.
- d) During an unpaid leave of absence, Regular Employees covered by the corporate benefits plan are required to pay 100% of the premiums for the period of the absence. Such premiums must be paid in advance and are deducted from the last payroll prior to the start of the unpaid leave of absence, unless an alternative payment schedule is mutually agreed between the Employer and the employee.
- e) Regular Employees on unpaid leave of absence shall not accumulate but shall retain accumulated seniority.

25.3 General Leave

- a) Subject to operational requirements, General Leave may be granted without pay upon request from an employee for a period of not less than four (4) months and not to exceed 12 (months).
- b) Employees on approved General Leave pursuant to this clause shall not accumulate but shall retain accumulated seniority during the period of General Leave and shall be returned to their former position and salary rate at the end of such leave.
- c) General Leave shall be requested in writing to the Director of Studies eight (8) weeks prior to the commencement of the leave stating both start and return dates.
- d) An employee must, no later than 6 weeks prior to their scheduled return date, confirm in writing that they will be returning to work as scheduled. An employee who does not confirm their return as set out above, or who does not return in accordance with c) above is deemed to have resigned their position.
- e) An employee is entitled to apply for General Leave on one occasion upon completion of each four (4) years of employment from the date of hire or from the date of return from the last General Leave.
- f) An employee will not engage in employment with a Canadian provider of ESL/EFL or FSL/FFL in the public or private sector when absent for the purpose of General Leave.
- g) Any employee on General Leave pursuant to this clause shall not be entitled to benefit coverage under the corporate benefit plan.

ARTICLE 26 – CORPORATE BENEFITS

- 26.1 All Regular Full-Time Employees who have taught 1040 lessons qualify for the corporate benefit plan. EC reserves the right to amend the benefits and carrier. Coverage begins at the beginning of the month following the month in which the employee qualifies for benefits.
- 26.2 If EC demands the benefits plan, the benefits as a package will remain comparable during the term of the collective agreement.
- 26.3 Eligible employees must participate in the benefits plan unless they present written documentation showing that they are covered under a spouse or partner's plan. Employees who are covered by a spouse or partner's plan at the time they qualify for benefits and who lose that coverage at a later date must apply for coverage under the corporate benefits plan at that time.
- 26.4 EC pays 85% of the plan premiums for employees who qualify for the plan on or after April 21, 2006, up to the end of the fifth (5th) year of employment. After five (5) years of employment, EC pays 100% of the plan premiums. EC pays 100% of the plan premiums for employees who qualified for the plan on or before April 20, 2006.
- 26.5 EC will also cover BC Medical Services Plan premium costs for employees who qualify for the corporate benefits plan.

- 26.6 Coverage under the corporate benefits plan is automatically suspended on cessation of employment for any reason, except as may be required by the Employment Standards Act.

ARTICLE 27 – PAID SICK DAYS

- 27.1 Regular Employees qualify for paid sick days as follows:
- a) Regular Employees with one (1) to four (4) complete consecutive years of teaching full-time at EC qualify for six (6) paid sick days in each calendar year.
 - b) Regular Employees with five (5) or more complete consecutive years of teaching full-time at EC qualify for eight (8) paid sick days in each calendar year.
 - c) Regular Employees with less than one (1) complete year of teaching full-time at EC shall receive paid sick days on a pro rata basis, with a maximum of six (6) paid sick days in that calendar year.
- 27.2 Paid sick days are paid out at the number of lessons scheduled for that day, at the employee's usual rate of pay.
- 27.3 Regular Employees who take one or more consecutive paid sick days receive paid preparation time at the regular rate only for the first paid sick day.
- 27.4 Regular Employees may take partial paid sick days, but will not receive preparation pay for those days.
- 27.5 Employees cannot carry unused paid sick days into the next calendar year. Unused paid sick days are compensated at the employee's regular rate, without paid preparation time, at the end of each calendar year, calculated on the basis of four (4) lessons per day.

ARTICLE 28 – WORKLOAD AND CLASS ASSIGNMENT

28.1 Regular Workload Assignment

- a) Regular Employees shall be available to teach at least twenty (2) lessons per week. Subject to the availability of work, the Employer shall offer all Regular Employees at least twenty (20) lessons per week.
- b) Subject to the efficient operation of the school, the Employer shall endeavor to offer additional lessons, in order of seniority, to Regular Employees who have indicated that they would like to teach more than twenty (20) lessons per week, provided such assignment does not displace a regular teacher who is already teaching more than twenty (20) lessons per week. The Employer cannot require

Regular Employees to teach more than twenty (20) lessons per week.

- c) A Regular Employee who has previously indicated that he or she does not wish to teach more than twenty (20) lessons per week may request to teach more than twenty (20) lessons per week provided they give the Employer at least two (2) weeks' notice.
- d) Where the Employer reduces a Regular Employee's workload for any reason, including, but not limited to, return from absence, program ending or class closures, the Employer will endeavor to return the employee to their previous workload no later than one (1) week after the reduction occurs, provided there is work available for which the employee is qualified. In such case, the Employee must accept the new teaching assignment. The Employer shall attempt to provide additional work during any period of reduced regular work.
- e) Employees who have been teaching a class for four (4) weeks or more may request to swap classes with another Employee who has also been teaching a class for four (4) weeks or more. The Employees must make a joint written request to the Director of Studies with at least one (1) calendar week's notice. Such requests will not be unreasonably denied provided the employees involved are qualified to teach the classes that they are swapping into. This shall not apply to any classes with fixed start dates such as Cambridge.
- f) The Employer shall consider Regular Employees' requests for particular workloads.

28.2 Short-term Workload Assignment

- a) A Short-term Workload Assignment is an assignment of work to replace a teacher who will be away from work.
- b) The Employer shall offer Short-term Workload Assignments first to any Regular Employee on lay-off with recall rights, who have indicated that they wish to receive substitution opportunities under Article 19.7(b), provided the employee is qualified to perform the work.
- c) If there are no Regular Employees on lay-off who are available, the Employer may offer the Short-term Workload Assignment to another qualified teacher.

ARTICLE 29 – TERM OF AGREEMENT

- a) The term of the collective agreement shall be for three (3) years effective January 1st, 2016 to December 31st, 2018 inclusive.
- b) The Collective Agreement will remain in full force and effect during the term of the agreement. Upon expiry of the Agreement, all terms, conditions, wages and benefits shall remain in effect until a new Agreement is reached or until

the Association commences a lawful strike or EC commences a lawful lock-out.

- c) The parties agree that this agreement may be amended during its term by mutual agreement.
- d) The Parties agree to exclude the operation of Sections 50 (2) and (3) of the Labour Relations Code.

Signed on behalf of
EC VANCOUVER LANGUAGE
CENTRE LTD (EC)

Signed on behalf of the
EDUCATION AND TRAINING
EMPLOYEES ASSOCIATION (LOCAL -2)

Date: _____

Date: _____

SCHEDULE A- SALARY RATES

		<u>2016</u>			<u>2017</u>		<u>2018</u>	
		Pay Band	Lesson Rate	Rate Including Preparation	Lesson Rate	Rate Including Preparation	Lesson Rate	Rate Including Preparation
Group A		1	\$20.60	\$23.69	\$20.60	\$23.69	\$20.60	\$23.69
Group A		2	\$23.87	\$27.45	\$24.58	\$28.27	\$25.32	\$29.12
Group A		3	\$24.35	\$28.00	\$25.08	\$28.84	\$25.83	\$29.70
Group A	Group B	4	\$24.85	\$ 28.57	\$25.59	\$29.43	\$26.36	\$30.31
Group A	Group B	5	\$25.33	\$29.13	\$26.09	\$30.01	\$26.88	\$30.91
Group A	Group B	6	\$25.84	\$29.72	\$26.62	\$30.61	\$27.42	\$31.53
Group A	Group B	7	\$26.35	\$ 30.31	\$27.14	\$31.22	\$27.96	\$ 32.15
Group A	Group B	8	\$26.88	\$30.92	\$27.69	\$31.84	\$28.52	\$32.80
Group A	Group B	9	\$27.41	\$31.53	\$28.24	\$ 32.47	\$29.08	\$33.45

The rates above shall apply from 1 January 2016 to 31 December 2018.

- Preparation shall be paid at a rate of 15% of an employees' pay for all EC courses for the term of the agreement
- The Group A/Pay Band 1 rate shall remain in effect for the term of the agreement

Qualifications:

- Group A – Bachelor's degree plus CELTA / LC recognised TESOL cert.
- Group B – Bachelor's degree plus DELTA / Dip.TESOL (Trinity)/ Masters in TESOL, or equivalent, from a recognised institution. (Teachers who achieve DELTA or equivalent, as above, shall move one additional pay band upon successful completion and certification).

Experience and bands:

- Subsequent progressions from one pay band to another will take effect on the day the employee has completed one additional full year of service, provided they have taught at least 1040 hours within that year.
- For those employees who teach fewer than 1040 hours in the 365-day period following the anniversary date, those employees will qualify to move to the next pay band upon completion of the 1040 hours; the date on which they reach the 1040 hours becomes the new anniversary date for those employees.

Notes:

1. The rate paid for administrative work shall be \$16.00 per hour.
2. Teacher meetings and paid workshops shall be paid at \$25 per hour.
3. Free Classes and AY Classes will be paid at the Teacher's normal lesson rate, with prep time.

SCHEDULE B- LETTER TO NEW TEACHERS

Dear New Teacher,

The Education and Training Employees' Association Local 2 ("the Association") and EC have agreed to advise you that a Collective Agreement is in effect at this workplace. The Terms and Conditions set out in the Collective Agreement have been mutually agreed to and form the basis upon which we establish our formal relationship.

It is our intention that the relationship between the Association and EC shall be based upon mutual respect, professionalism and a willingness to work together co-operatively.

If you have any questions about the Collective Agreement, please do not hesitate to contact one of your Association representatives or your supervisor.