

COLLECTIVE AGREEMENT

Between:

**EC
(the "Employer")**

And:

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

OCTOBER 23, 2012 to DECEMBER 31, 2015

AGREEMENT between: EC &
EDUCATION AND TRAINING EMPLOYEES LOCAL 2
OCTOBER 23, 2012 to DECEMBER 31, 2015

Contents

ARTICLE 1 - AGREEMENT	1
1.1 Purpose of the Agreement	1
1.2 Conflicting Provisions.....	1
ARTICLE 2 – DEFINITIONS.....	1
ARTICLE 3 – EXCLUSIVE BARGAINING AGENT	2
ARTICLE 5 – ASSOCIATION RIGHTS	2
5.1 Copies of the Collective Agreement	2
5.2 Recognition and Rights of Stewards	2
5.3 Association Membership.....	3
5.4 Bulletin Board	3
5.5 Time off for Association Business	3
5.6 Dues Check Off.....	4
5.7 New Employees.....	4
5.8 Association Meetings	4
ARTICLE 6 – PERSONNEL RECORDS.....	4
ARTICLE 7 – TEACHING MATERIALS AND CURRICULUM	4
ARTICLE 8 – OUT OF POCKET EXPENSES.....	5
ARTICLE 8 – HEALTH AND SAFETY	5
ARTICLE 9 – HUMAN RIGHTS CODE	5
ARTICLE 10 – STRIKES AND LOCK OUTS	5
ARTICLE 11 – ASSOCIATION / MANAGEMENT COMMITTEE.....	6
11.1 Association / Management Committee.....	6
11.2 Structure.....	6
11.3 Meetings	6
ARTICLE 12 – BARGAINING UNIT WORK	6
ARTICLE 13 – VACANCIES.....	6
ARTICLE 14 – PROBATION.....	7
14.1 Probation.....	7

ARTICLE 15 – SENIORITY	7
ARTICLE 16 - EVALUATION PROCESS	7
16.1 Evaluation Process.....	7
16.2 Yearly Performance Review.....	7
16.3 Academic Evaluations	8
ARTICLE 17 – STUDENT / CLIENT SATISFACTION	8
ARTICLE 18 – TRAINING AND PROFESSIONAL DEVELOPMENT	8
ARTICLE 19 – LAY-OFF AND RECALL	8
19.1 Lay-Off and Recall	8
19.2 Application	9
19.3 Alternative Work/Placement Opportunities	9
19.4 Notice of Lay-Off	9
19.5 Voluntary Canvass.....	9
19.6 Notice Period	9
19.7 Recall Rights.....	9
19.8 Retention of Seniority.....	10
ARTICLE 20 – GRIEVANCE PROCEDURE	10
20.1 Grievances	10
20.2 Grievance Resolution – Step One.....	10
20.3 Grievance Resolution – Step Two	10
20.4 Grievance Resolution – Step Three	11
20.5 Grievance Resolutions - Meetings.....	11
20.6 Referral to Arbitration	11
20.7 General Procedures.....	11
20.8 Procedural Errors	11
20.9 Arbitration	11
ARTICLE 21 – DISCIPLINE.....	12
ARTICLE 22 – RATES OF PAY & PAY DAYS.....	12
22.1 Rates of Pay	12
22.2 Pay Days	12
ARTICLE 23 – STATUTORY HOLIDAYS	12
23.1 Statutory Holidays	12
23.2 Holidays Falling on Saturday or Sunday	13

23.3	Holiday Coinciding with a Scheduled Day of Rest	13
23.4	Holiday Coinciding with a Day of Vacation	13
23.5	Part-Time Employees	13
	ARTICLE 24 – VACATION ENTITLEMENT AND SCHEDULING	13
	ARTICLE 25 – LEAVE FROM WORK.....	13
	ARTICLE 26 – CORPORATE BENEFITS	14
	ARTICLE 27 – PAID SICK DAYS	14
	ARTICLE 28 – TERM OF AGREEMENT.....	14
	SCHEDULE A– SALARY RATES	16
	SCHEDULE B– LETTER TO NEW TEACHERS.....	18
	LETTER OF AGREEMENT	19
	LETTER OF AGREEMENT	20
	LETTER OF AGREEMENT	21
	LETTER OF AGREEMENT	22

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 in accordance with EC Policy.

- g) “Teacher” means an employee whose primary duty is teaching.

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 print sufficient copies of the finalized Collective Agreement to provide each employee and a reasonable number of copies requested by the Association.

EC agrees to acquaint new employees with the fact that a collective agreement is in effect. EC agrees to provide all new employees with a copy of the Collective Agreement, 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 Association in writing the name, terms of employment, including salary, 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 after Period C Monday to Thursday and after Period B on Friday, using normal room and equipment booking procedures. Such meetings shall conclude by 6:00 p.m., except Fridays by 4:30 p.m. Notwithstanding the above the executive committee may meet at any time outside of class time.

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

Teaching materials created by Teachers on their own or as part of their regular duties remain the property of the Teachers.

Curriculum and materials created by Teachers who were contracted specifically to create these remain the property of EC.

ARTICLE 8 – OUT OF POCKET EXPENSES

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

ARTICLE 8 – 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 9 – HUMAN RIGHTS CODE

- 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.

ARTICLE 10 – 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 picket line shall not be subject to discipline and shall be considered to be on a leave of absence without pay.

ARTICLE 11 – ASSOCIATION / MANAGEMENT COMMITTEE

11.1 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.

11.2 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.

11.3 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.

ARTICLE 12 – BARGAINING UNIT WORK

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

12.2 Notwithstanding 12.1 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.

ARTICLE 13 – VACANCIES

EC agrees to post all academic vacancies internally.

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.
- b) The probationary period for all employees covered by the Collective Agreement shall be 650 hours (equivalent to 6 months of 25 lessons).
- 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 Association upon the provision of reasonable notice. The list will include the names of the 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. Academic Evaluations shall not be conducted unless the same teacher has been with the class at least two weeks. Academic Evaluations shall not be conducted for teachers who take over responsibility for a class that has already begun its session.

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 on a without-pay basis.

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 hours of work which shall be retained during periods of lay-off and credited upon their return from lay-off. Accumulated hours 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.

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 1040, 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 1040 accumulated hours of employment, EC shall provide lay-off notices or payment in lieu as follows:
 - Two weeks after 1040 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) 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 hours.

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 his or her excluded supervisor, 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 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 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 National Director within 14 days of the response of Step Two or the date of the response due. The National Director 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 20.8 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.

- 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.

Commencing with the 2011 EC calendar, the selection of the Friday or Monday, if it falls on a minor sessional start date, shall be determined by a secret ballot vote of staff at EC. Ballots shall be counted jointly by EC and the Association.

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.

ARTICLE 24 – VACATION ENTITLEMENT AND SCHEDULING

- a) Vacation entitlement and scheduling shall be in accordance with the entitlement set out in the Continuing Teaching Position or Sessional Teaching Position Policy as appropriate.
- b) EC agrees not to amend these policies during the term of the collective agreement unless mutually agreed between EC and the Association.
- c) EC agrees that an employee shall retain their vacation entitlement upon their return from a lay-off or an unpaid leave of absence.

ARTICLE 25 – LEAVE FROM WORK

Leave from work shall be in accordance with the entitlement set out in the Continuing Teaching Position or Sessional Teaching Position Policy as appropriate and will comply with the Employment Standards Act.

EC agrees not to amend these policies during the term of the collective agreement unless mutually agreed between EC and the Association.

Employees shall be entitled to take General Leave without pay based on the following:

- 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 twelve (12) months.
- b) Employees on approved 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 eight (8) weeks prior to the commencement of the leave stating both start and return dates.
- d) An employee who does not advise of their intent to 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.

ARTICLE 26 – CORPORATE BENEFITS

- a) Continuing Teaching Positions and Sessional Teaching Positions are entitled to benefits set out in the EC Corporate Benefits Plan. EC reserves the right to amend the benefits and carrier.
- b) The Parties agree that while the benefit plan may be amended, the benefits as a package will remain comparable during the term of the collective agreement.

ARTICLE 27 – PAID SICK DAYS

- a) Paid sick days shall be in accordance with the entitlement set out in the Continuing Teaching Position or Sessional Teaching Position Policy as appropriate.
- b) EC agrees not to amend these policies during the term of the collective agreement unless mutually agreed between EC and the Association.

ARTICLE 28 – TERM OF AGREEMENT

- a) The term of the collective agreement shall be for thirty-eight (38) months effective October 23rd, 2012 to December 31st, 2015 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

		2013		2014		2015	
		Lesson Rate	Rate including preparation	Lesson Rate	Rate including preparation	Lesson Rate	Rate including preparation
	Pay Band						
Group A	1	20.60	23.69	20.60	23.69	20.60	23.69
Group A	2	22.06	25.37	22.50	25.88	22.95	26.40
Group A	3	22.51	25.88	22.96	26.40	23.41	26.93
Group A	Group B 4	22.96	26.40	23.42	26.93	23.89	27.47
Group A	Group B 5	23.41	26.92	23.88	27.46	24.36	28.01
Group A	Group B 6	23.89	27.47	24.36	28.02	24.85	28.58
Group A	Group B 7	24.36	28.01	24.85	28.57	25.34	29.15
	Group B 8	24.84	28.57	25.34	29.14	25.85	29.72
	Group B 9	25.34	29.14	25.84	29.72	26.36	30.32

The rates above shall apply from 1 January 2013 to 31 December 2015.

- 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.

Lesson rates:

- Lesson rates are based on 50 minutes in 2013 and 45 minutes in 2014 onwards.
- Are the same for every course, including exam classes and one to one.

Notes:

1. Comparison to existing pay bands (2013).

		2013			
		Pay Band	Lesson Rate	Rate including preparation	Existing Pay Band Equivalence
Group A		1	20.60	23.69	1,2
Group A		2	22.06	25.37	3
Group A		3	22.51	25.88	4
Group A	Group B	4	22.96	26.40	5
Group A	Group B	5	23.41	26.92	6
Group A	Group B	6	23.89	27.47	7
Group A	Group B	7	24.36	28.01	8
	Group B	8	24.84	28.57	
	Group B	9	25.34	29.14	

- The rate paid for administrative work shall be \$16.00 per hour.
- Teachers who have current pay rates above the proposed pay bands, will be red circled. However, they will continue to receive the % increase on their current rate as follows.
 - 1 January 2013 – 3%
 - 1 January 2014 – 2%
 - 1 January 2015 – 2%
- The cap of \$32 per hour for the lesson rate, remains.
- Teacher meetings and paid workshops shall be paid at \$25 per hour.
- The change from 55 minute to 45 minute lessons give the teachers an extra 18% more time per lesson for preparation.

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 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.

LETTER OF AGREEMENT

Between

**EC
("The Employer")**

And

**Education and Training Employees' Association Local 2
("The Association")**

RE: Security of Personal Belongings

The parties agree that the Association/Management Committee will meet for the purpose of developing reasonable options that will ensure the security of employees' personal belongings. It is understood that the cost of the agreed plan will be born by EC.

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

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

Date: _____

Date: _____

LETTER OF AGREEMENT

Between

**EC
("The Employer")**

And

**Education and Training Employees' Association Local 2
("The Association")**

Re Training

The Parties agree that there is mutual advantage in EC providing training for Teachers on certain subjects covered in the EC Handbook.

The Employer agrees to **provide** training on the following topics during the term of the 2012 – 2015 collective agreement:

- a) Copyright and Intellectual Property
- b) Harassment and Discrimination
- c) Working with Minors
- d) Social Media

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

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

Date: _____

Date: _____

LETTER OF AGREEMENT

Between

**EC
("The Employer")**

And

**Education and Training Employees' Association Local 2
("The Association")**

Re Observations

The Employer agrees to abide by its guidelines regarding Observations as outlined in the CPD Portfolio as may be amended from time to time. If it is not possible for the Employer to adhere to the guidelines, the Employer will inform the Union as to why.

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

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

Date: _____

Date: _____

LETTER OF AGREEMENT

Between

**EC
("The Employer")**

And

**Education and Training Employees' Association Local 2
("The Association")**

Re: Movement between Bargaining Unit and Management Positions

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 3-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.

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

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

Date: _____

Date: _____