

COLLECTIVE AGREEMENT

between

**PGIC VANCOUVER STUDIES INC.
(the "Employer")**

-and-

**EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION
LOCAL 10
(the "Union")**

July 20, 2015 – June 30, 2018

Article 1 PURPOSE OF AGREEMENT

- 1.01 This Agreement is made and entered into by and between PGIC Vancouver Studies Inc., hereinafter referred to as the "Employer", and the Education and Training Employees' Union, Local 10 ("E TEA"), hereinafter referred to as the "Union".
- 1.02 The purpose of this Agreement is to set forth and establish the terms and conditions of employment for those employees who come within the scope of the Agreement and to provide a procedure for the timely disposition of grievances without interruption of work.

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.

- 1.03 The purpose of the Agreement is, in the mutual interest of the Employer and the employees, to provide for the operation of the Employer's business, under the 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 hours, compensation and working conditions.
- 1.04 It is recognized by this Agreement to be the duty of the Employer, the Union and the employees to fully co-operate, both individually and collectively, for the advancement of the goals identified in Article 1.03.
- 1.05 Teachers agree to comply with PGIC policies and regulations implemented from time to time. In the event there is a conflict between the contents of this Agreement and any policy or regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said policy or regulation.
- 1.06 No Teacher covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives that may conflict with the terms of this Agreement.

- 1.07 Wherever the singular is used in this Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.
- 1.08 In the event that any current or future legislation renders null and void or materially alters any provision of this Agreement, the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of this Agreement shall remain in full force and effect.

Article 2 UNION RIGHTS AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for Teachers employed by the Employer as set out in the certification issued by the British Columbia Labour Relations Board, save and except administrative support staff, conversation partners, proctors, student advisors, those excluded by the Code and those excluded by mutual agreement of the Parties.
- 2.02 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 employees hired after this Agreement is ratified, within fifteen (15) days worked cumulative from the date of hire.
- 2.03 The Employer agrees to provide new Teachers with an application for membership and an assignment of wages to the Union (to be provided by the Union), authorizing the Employer to deduct the applicable Union dues (or equivalent), initiation fees and assessments from the employee's pay. As a condition of employment, the employee shall return a signed copy to the Employer, which the Employer will forward to the Union. The Employer agrees to deduct Union initiation fees, dues, and assessments from the wages of each employee and to forward the monies so deducted to the Union, once monthly, together with a list of employees with the amount deducted. The Employer agrees that payment will be forwarded to the Union no later than twenty (20) days following the month for which the deductions have been made.
- 2.04 The Union agrees to inform the Employer in writing of all such initiation fees, dues and assessments.
- 2.05 The Union shall indemnify and save harmless the Employer, including its agents and employees, from any and all claims and actions brought by a Teacher arising out of or in any way related to the deductions made in accordance with this Article.

- 2.06 The Employer shall provide all new Teachers hired into the Bargaining Unit with a current list of Union representatives, a letter from the Union and a copy of this Agreement.
- 2.07 The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Teacher for reason of membership in the Union.
- 2.08 The Employer recognizes the Union's right to select up to a maximum of four (4) stewards to represent the Teachers in the Bargaining Unit. There will be a maximum of four (4) stewards to represent the Teachers in the Bargaining Unit. The Union agrees to provide the Employer with a list of stewards and to advise the Employer of any changes to the list of stewards that may occur from time to time.
- 2.09 The Employer and the Union agree that the Union representative(s) will conduct their duties outside working hours to the greatest extent possible. However, acknowledging that there may be times when that is not practical or possible, reasonable time without loss of pay will be granted to the Union representative(s) when meeting with the Employer or its representatives on matters concerning the application, administration or interpretation of this Agreement, provided the regular operations of the school will not be affected.
- 2.10 Only elected officers, appointed representatives and stewards are allowed to represent the Union.
- 2.11 The Employer agrees to allow the Union exclusive use of a bulletin board to be located in the staff room for the sole purpose of posting notices and letters pertaining to Union business. The bulletin board will be provided by the Union.
- 2.12 The Employer will supply a fridge and microwave oven for use in the staff room.
- 2.13 Subject to operational requirements of the Employer, the Union may request of the Employer use of space for meetings with Teachers during regular business hours. On a cost recovery basis, the Employer will also allow the Union access to a photocopier.
- 2.14 Work normally and regularly performed by Teachers shall not be performed by non-bargaining unit members.
- 2.15 Notwithstanding Article 2.14, the Employer shall have the right to contract out work normally and regularly performed by Teachers if such contracting out does not directly result in any layoffs of Teachers. The Employer shall not contract out bargaining unit work if such contracting out directly results in any layoffs unless it

has the agreement of the Union. Such agreement shall not be unreasonably withheld.

- 2.16 Notwithstanding Article 2.14, the parties agree that the following employees of the Employer are excluded from the bargaining unit but may perform bargaining unit work, provided that it is not done on an ongoing basis:
- a. Managing Director;
 - b. Academic Coordinator; and
 - c. Academic Administrative Assistant
- 2.17 The Employer will maintain a single personnel file and no other file will be kept, except for payroll records. Personnel files and payroll/benefit records will be kept confidential in accordance with applicable legislation and arbitral jurisprudence. On reasonable notice, and subject to law, a Teacher is entitled to review and/or be given copies of material contained in their personnel file. The Union will be provided with a copy of a Teacher's personnel file upon authorization of the Teacher.
- 2.18 Each January and July the Employer will provide to the Union an updated Teachers' list containing the following information:
- Name
 - Classification
 - Wage Rate
 - Date of Hire
 - Contact information such as address, phone number and email
- The parties agree that the information contained in the list shall not be publically disclosed or posted.

Article 3 MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Employer and the direction of the working forces are fixed exclusively in the Employer. Subject to the terms and conditions of this Agreement, the Union acknowledges that it is the exclusive right of the Employer 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 Teachers;
 - c. Otherwise discipline non-probationary Teachers for just cause;
 - d. Discharge a Probationary Employee for unsuitability, in the sole discretion of the Employer, whether for just cause or otherwise;
 - 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 the teaching materials, methods, processes and techniques;
 - f. Determine the schedule of classes, the number of classes, the number of Teachers 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 Teachers including, but not limited to, rules and regulations respecting conduct, safety, student services, security of the Employer, its property and Teachers; and
 - h. Make studies of and institute changes in jobs, job content, or job assignments and discontinue, reorganize, limit, combine or substitute any classes or part thereof.
- 3.02 The express provisions of this Agreement constitute the only limitations upon the Employer's rights.

Article 4 UNION/MANAGEMENT COMMITTEE

- 4.01 The Employer and the Union agree to establish a Union/Management Committee for the purpose of discussing issues relating to the workplace that affect the parties or any Teacher bound by this Agreement. On the request of either party, the parties shall meet at least once every four (4) months until this Agreement is terminated.
- 4.02 The Committee shall consist of two (2) excluded employees of the Employer, selected by the Employer, and two (2) Union representatives employed by the Employer, selected by the Union.
- 4.03 The Committee shall not deal with grievances or have the authority to bind either party but only to make recommendations to their respective principals.

4.04 The Committee will meet during regular working hours.

Article 5 DISCIPLINE AND DISCHARGE

- 5.01 The Employer shall not discharge or discipline an employee except with just cause or as provided in Article 6.
- 5.02 Any disciplinary action taken will be documented and form part of the Teacher's personnel record. This written record of discipline will be provided to the Teacher within five (5) days of the meeting at which the Teacher was informed of the reasons for discipline.
- 5.03 Grievances concerning a suspension or discharge shall be initiated at Step 2 of the Grievance Procedure set out in Article 7.
- 5.04 Disciplinary action taken against a Teacher will not be used against the Teacher after twenty-four (24) months following such action and any reference to the action shall be removed from the Teacher's file provided no additional adverse reports are written within the twenty-four (24) month period.

Article 6 PROBATION

- 6.01 All new Teachers shall be required to serve a Probationary Period of at least six (6) months and at least 325 hours of in class instruction.
- 6.02 The Probationary Period set out in Article 6.01 may be extended by mutual agreement between the Employer and the Union for a period of up to three (3) additional months.
- 6.03 During the Probationary Period, the Employer may terminate the employment of a Probationary Teacher in its sole discretion, regardless of whether there is just cause for such termination, for unsuitability.

Article 7 GRIEVANCE PROCEDURE

- 7.01 The parties agree that it is desirable that any complaints or grievances should be addressed as quickly as possible. Should a complaint or dispute become a grievance between the Company and Teacher(s) regarding the interpretation, application or alleged violation of this Agreement, or a question as to whether a matter is arbitrable, an earnest effort shall be made to settle the dispute in the following manner:

Step One

An aggrieved Teacher will first give the Academic Coordinator or designate a reasonable opportunity to settle the matter. The matter shall be discussed with the Teacher and the Academic Coordinator or designate within fourteen (14) working days of the circumstances(s) giving rise to it or from when the Teacher should have reasonably known. Any matter not presented within fourteen (14) working days shall be forfeited by the aggrieved party.

Step Two

If the matter is not settled as provided above, a Union officer may submit a written grievance to the Director, within fourteen (14) working days of termination of discussions at Step 1. The grievance must be signed by the Teacher or the Union Officer and will identify the nature of the grievance, the specific provisions of the Agreement which are alleged to have been violated and the remedy sought. The Director or designate will, within fourteen (14) working days from the date of receipt of the grievance hold a grievance meeting with a Union representative and give a written reply to the Union within fourteen (14) working days following the day on which the Step 2 meeting was held.

Failing a satisfactory resolution at Step 2, the grievance may be referred to arbitration within thirty (30) working days of receipt of the Step 2 decision.

7.02 Any agreement between the Employer and the Union in the grievance procedure shall be final and binding upon the Employer, the Union and the Teacher(s) concerned.

7.03 Any grievance which is not commenced or processed through the next stage of the grievance or arbitration procedure within the time specified shall be deemed to be abandoned and all rights of recourse to the grievance procedure or arbitration shall be at an end.

7.04 Policy Grievance

A policy grievance shall be defined as a dispute involving a question of application or interpretation of any Article of this Agreement which arises directly between the Employer and the Union. It shall be submitted a policy grievance at Step 2 within ten (10) working days following the circumstances giving rise to the grievance. The provisions of this Article may not be used with respect to a grievance directly affecting an individual employee or a group of employees.

7.05 Employer grievances shall be submitted to the Union at Step 2. Failing a satisfactory resolution of the grievance within five (5) working days, the grievance may be referred to arbitration within thirty (30) working days from the date of settlement could have been made in Step 2.

- 7.06 Any and all time limits fixed by this Article may be extended by mutual agreement in writing between the Employer and the Union, such agreement not to be unreasonably withheld.

Article 8 ARBITRATION

- 8.01 Either party must, within thirty (30) working days upon the completion of Step 2 of the grievance procedure outlined in Article 7, notify the other party in writing of its desire to submit the unsettled grievance to arbitration.
- 8.02 The party electing arbitration will submit the name of one (1) or more arbitrators to the other party. If the parties are unable to agree on the choice of an arbitrator within thirty (30) working days, the Minister of Labour will be requested to appoint an arbitrator.
- 8.03 The parties shall equally bear the costs of the arbitrator. Each of the parties shall bear the expenses incurred in the preparation and presentation of its own case.
- 8.04 An Arbitrator shall have jurisdiction to consider any matter properly submitted to him under the terms of this Agreement, including whether a matter is arbitrable or not, but shall not have the jurisdiction to make any decision inconsistent with the provisions of this Agreement, or alter, modify, add to, subtract from or amend any part of the provisions of this Agreement in whole or in part. The Arbitrator shall establish his own procedure consistent with the requirements of natural justice.
- 8.05 The decision of the arbitrator shall be final and binding on both parties.
- 8.06 The parties agree that the operation of Section 87 of the Labour Relations Code is excluded.

Article 9 NO STRIKES, NO LOCKOUTS

- 9.01 The Union agrees that during the life of this Agreement, it will not be involved in and will not sanction or authorize any slowdown, work to rule, stoppage of work, refusal to perform, or strike and no Teacher shall be involved in such action.
- 9.02 The Employer agrees that there shall be no lockout of Teachers during the term of the Agreement.
- 9.03 Teachers will not be disciplined for refusing to cross a legal picket line.

Article 10 SENIORITY

- 10.01 The Teachers' seniority shall be based on the length of continuous and uninterrupted service with the Employer from their date of hire according to the Employer's records.
- 10.02 A Probationary Teacher shall not have seniority until they have successfully completed the Probationary Period as set out in Article 6 of this Agreement.
- 10.03 Upon completion of the Probationary Period, a Teacher shall acquire seniority retroactive to his or her start date and his or her name shall be placed on the seniority list.
- 10.04 Seniority rights shall apply only to the extent expressly provided in this Agreement.
- 10.05 The seniority of a Teacher shall be lost and his employment automatically terminated for any of the following reasons:
- a. the Teacher resigns his employment;
 - b. the Teacher retires;
 - c. the Employer discharges the Teacher for just cause and the Teacher is not reinstated;
 - d. the Teacher is laid off for a period exceeding six (6) months;
 - e. the Teacher is absent from work without permission for more than three (3) days, and the Teacher has not provided a satisfactory explanation;
 - f. the Teacher overstays a vacation or leave of absence without securing a written extension of such leave of absence or vacation from the Employer, which extension shall not be unreasonably denied;
 - g. the Teacher utilizes a leave of absence for reasons other than those for which it was granted;
 - h. the Teacher fails to return to work after the Teacher has been cleared to return to work by his or her doctor, or by WorkSafeBC; or
 - i. if the Teacher is recalled to work and fails to return to work in accordance with Article 11 of this Agreement.

- 10.06 The Employer agrees to post a seniority list every six (6) months and to supply a copy to the Union. Teachers who wish to question their seniority must do so within thirty (30) days of such posting. If no challenge is made, the Teacher's seniority shall be deemed correct.
- 10.07 Teachers on approved leaves of absence because of illness, injury or for Employment Standards leaves shall continue to earn seniority during those leaves.
- 10.08 Teachers who are transferred outside of the bargaining unit shall retain their seniority for a period of three (3) months following such transfer. Teachers who are transferred out of the bargaining unit will not accumulate seniority but will resume their seniority accumulation upon their return to the bargaining unit providing it occurs within the three (3) month time period.

Article 11 LAYOFF AND RECALL

- 11.01 A layoff occurs when a Teacher has no teaching assignment and the Employer gives notice of layoff.
- 11.02 The Employer will notify the Teacher at least ten (10) working days prior to the date of anticipated layoff. All layoff notices shall be in writing with a copy to the Union.
- 11.03 For six (6) months after being laid off, Teachers with the necessary qualifications and criteria for available work will be recalled in order of seniority.
- 11.04 In the event of a layoff, Teachers shall be laid off in the reverse order of their seniority provided that the remaining Teachers have the necessary qualifications and criteria to fill the remaining positions.
- 11.05 A Teacher who has been issued a layoff notice has the option of accepting layoff and retaining the right for recall up to six (6) months, or bumping a Teacher with less seniority provided that the remaining Teachers have the necessary qualifications and criteria to fill the "bumped" position.

Bumping can only occur at the beginning of a session. The decision to bump must be made within five (5) days of the notice of layoff, and a bump must be of the most junior employee possible.

- 11.06 Teachers on Layoff shall retain their seniority for a period of six (6) months, at which point the Teacher's seniority shall be lost and their employment shall terminate.

- 11.07 Accumulated seniority is to be retained when Teachers on recall return from layoff.
- 11.08 Teachers shall be responsible for providing the Employer with accurate and current contact details.
- 11.09 Teachers on recall shall respond to a recall request within a maximum of three (3) working days.
- 11.10 Upon written notice, a Teacher who is on the recall list shall be entitled to place his or her recall rights in abeyance during the six (6) month recall period established in Article 11.03. The written notice shall include the dates that the Teacher will be unavailable for recall.

The Teacher will be placed on the recall list at the conclusion of his or her abeyance period and recalled in order of seniority. However, the Teacher will not be able to claim a position which would have gone to the Teacher but not for the abeyance.

It is further understood that the six (6) month recall periods remains unchanged regardless of the duration of the Teacher's abeyance period.

Article 12 ASSIGNMENTS AND SCHEDULES

- 12.01 The Employer shall assign duties, including teaching assignments. The Employer may consider the stated personal preference of individual Teachers when assigning duties.

Article 13 LEAVES OF ABSENCE

- 13.01 Teachers shall be entitled to take pregnancy leave, parental leave, family responsibility leave, compassionate care leave, bereavement leave and reservists' leave in accordance with the British Columbia *Employment Standards Act*.
- 13.02 Upon request of a Teacher, provided to the Employer a minimum of thirty (30) days prior to the requested start date of a general leave, the Employer may grant a general unpaid leave of absence. Such general leave may not exceed twelve (12) consecutive months. Seniority will not accumulate beyond thirty (30) days for Teacher who are granted a general leave of absence.

Article 14 VACANCIES AND SELECTION PROCESS

- 14.01 Notice for all vacancies shall be posted internally for a period of seven (7) days. Teachers wishing to apply for the vacancy shall make their wishes known by way

of a letter addressed to the Employer's designated representative. The Employer may elect to advertise simultaneously with the internal posting.

The posting shall contain: the job title; description of duties; qualifications and criteria required; hours of work; wage rate; anticipated commencement date; the deadline for applications; and person to whom the applications should be directed.

- 14.02 In considering internal applicants for a posted vacancy, the Employer shall take into account the qualifications and criteria of the individual as it relates to the specific job for which the selection is being done.

When the qualifications and criteria of the internal candidates are relatively equal with respect to the requirement of the job, seniority shall be the deciding factor. This will also apply to postings for workshops.

Internal candidates, providing they meet the required qualifications and criteria shall be given preference over external candidates.

Article 15 HUMAN RIGHTS

- 15.01 The Employer and the Union are committed to the principles of the provisions of the British Columbia *Human Rights Code* and to providing a learning and working environment free from discrimination. The Employer and the Union support the principle that all people are to be treated with dignity and respect.

Article 16 PRIVACY

- 16.01 The Employer will comply with all applicable privacy legislation.

Article 17 WORKSAFE BC

- 17.01 The Employer shall comply with all *Workers' Compensation Act* requirements.

Article 18 COPYRIGHT AND INTELLECTUAL PROPERTY

- 18.01 Any course material and/or program/curriculum development produced by a Teacher 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. The Teacher may use such material outside of the school only with the written permission of the Managing Director, or designate. It is agreed that where

the Managing Director, or designate, permits the use of such material outside of the school, the Teacher shall not modify the materials.

- 18.02 Where a Teacher creates materials on their own initiative, outside of paid work hours, for use in their instructional duties, such works will remain the property of the Teacher.
- 18.03 Materials created by a Teacher prior to their employment with the Employer shall remain the property of the Teacher.

Article 19 CONFIDENTIALITY AND CONFLICT OF INTEREST

- 19.01 Teachers understand and acknowledge that as employees of the Employer they will acquire information about certain matters and things, which are confidential to the Employer, and which information is the exclusive property of the Employer. Teachers shall treat all such information as confidential and shall not disclose it to any third party during their employment except, as required by or in the course of carrying out the duties of their employment, by law, or after the date of termination of the Teacher's employment, however caused, except with the Employer's written permission. The Employer will identify for the Teacher(s) in advance, what matters it deems to be confidential and the exclusive property of the Employer.
- 19.02 Teachers are expected to avoid potential or actual conflicts of interest or the appearance of conflicts of interest between their employment and personal interests and the interests of the Employer. An actual or potential conflict of interest arises when a Teacher is placed in a situation in which his or her personal interest, financial or otherwise, conflict, appear to conflict or have the potential to conflict with his or her responsibilities to the Employer. In the event that a Teacher discovers that a potential or actual conflict exists, the Teacher must advise the Director immediately.

Article 20 ADJUSTMENT PLAN

- 20.01 If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Teachers to whom the Collective Agreement applies, Section 54 of the *Labour Relations Code* shall apply.

Article 21 EVALUATIONS

- 21.01 The primary goal of evaluations is to generate an ongoing dialogue between management and Teachers aimed at improving or fine tuning teaching methods

and approaches. The evaluation process shall be fair and reasonable designed to adequately assess the performance of Teachers.

21.02 Management reserves the right to evaluate Teachers. Upon successful completion of the Probationary Period, a Teacher will be evaluated annually. The Employer will provide a minimum of one (1) week's notice of an evaluation.

21.03 A teacher's annual evaluation may consist of a class observation, a self-assessment (Professional Portfolio), a Director's Review, and student evaluations.

21.04 **Procedure:**

- The Teacher shall be given sufficient opportunity after the evaluation(s) to read and review the evaluation report and if desired, to discuss the report with the evaluator.
- The Teacher shall be provided with a copy of the evaluation report and shall have five (5) days in which to consider the evaluation report before signing it.
- The evaluation report shall provide room for the Teacher's signature in two (2) places: one, indicating the Teacher has read and accepts the evaluation report and another indicating that the Teacher disagrees with the evaluation report.
- The Teacher shall be given the opportunity to append a written response to the evaluation report.
- A Teacher's evaluation report shall not change after the Teacher has signed.
- A Teacher's evaluation reports shall be placed in his or her personnel file.

Article 22 STAFF ROOM

22.01 The Employer will designate a room for the exclusive use of Teachers to use as a staff room. The staff room shall be near to the teachers' resource centre.

Article 23 LIABILITY INSURANCE

23.01 The Employer agrees that it will maintain insurance, subject to the requirements set out in that plan, to indemnify Teachers who become legally obligated to pay compensatory damages because of bodily injury or property damage arising within the scope of their employment or while performing duties related to the conduct of the business of the Employer.

23.02 The liability of the Employer with respect to liability insurance is limited to the premiums related to the provision of the plan, and the Employer is not to be constituted the insurer in the event that the insurance company denies coverage or if, for some other reason, the insurance is not effected.

Article 24 STATUTORY HOLIDAYS

24.01 Except as modified herein, Statutory Holiday entitlement will be governed in accordance with the British Columbia Employment Standards Act.

24.02 The following are statutory holidays recognized by this Agreement: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and any other day so proclaimed as a Statutory Holiday by the Government of Canada (as applicable to the Province of British Columbia) or the Government of the Province of British Columbia.

24.03 Whenever a Statutory Holiday falls on a Saturday or Sunday, the following Monday shall be observed.

24.04 When a Teacher is on vacation and a Statutory Holiday falls within that vacation period, the Statutory Holiday shall not count as a day of vacation.

Article 25 VACATION LEAVE and VACATION PAY**25.01 Annual Vacation Leave**

(a) Vacation shall be based on the calendar year, and on continuous service with the Employer beginning on the Teacher's last date of hire.

- (b) Teachers shall be entitled to and shall take annual vacations on the following basis:
- (i) two (2) weeks' vacation after successful completion of the Probationary Period;
 - (ii) three (3) weeks' vacation after five (5) consecutive years of employment; and
 - (iii) four (4) weeks' vacation after ten (10) consecutive years of employment.
- (c) Except as provided herein, annual vacation time cannot be carried forward into any subsequent year. A Teacher is entitled to carry forward up to a maximum of one (1) week of unused vacation to the subsequent calendar year provided that any carry over must be used by no later than April 1 of that subsequent calendar year.

25.02 Vacation Pay

- (a) All hourly Teachers' vacation pay shall be calculated and paid on each pay cheque.
- (b) Teachers shall earn vacation pay at a rate of 2% per week of vacation.

25.03 Vacation Scheduling

Between January 1st and January 31st of each year, regular Teachers shall indicate their vacation date preferences in accordance with the following process:

- (a) The school will be closed for a one (1) week period each year for Christmas break. Teachers have the option of either taking vacation during the week's closure or unpaid leave.
- (b) The Employer shall post a vacation scheduling list in the staff room, on which Teachers shall indicate their choice of vacation dates.
- (c) The Employer shall determine any weeks in which vacation may not be taken, based on its operational needs. The Employer will make every reasonable effort to accommodate Teachers who have special requests for vacation time during those weeks, such vacation shall be approved subject to the operating needs of the Employer.

- (d) If two (2) or more Teachers wish to take vacation on the same dates, the Teachers shall first attempt to determine which Teacher shall be scheduled to take vacation during those days. If the Teachers are unable to resolve which Teacher will take vacation on those dates, the vacation will be scheduled based on seniority.
- (e) The Employer shall post the final, approved vacation schedule by February 15th in each year.
- (f) Once the final vacation schedule is posted, vacation dates shall not be changed except by mutual agreement of the Employer and the Teacher.
- (g) Any vacation requests submitted after January 31st shall be considered on a first come first serve basis.
- (h) If a Teacher wishes to take vacation from January 1st-January 31st, the Teacher may submit a vacation request to the Employer by November 31st of the previous year. The Employer shall respond to the Teacher' s vacation request within one (1) week.

Article 26 SICK LEAVE and PERSONAL DAYS

- 26.01 Sick leave is a paid absence granted by the Employer to a Teacher who is unable to work because of illness or injury.
- 26.02 Teachers are entitled to take sick leave as follows:
- (a) Upon completion of the Probationary Period, Teachers may take up to two (2) paid days of sick leave during their first year of employment.
 - (b) Following completion of their first year of employment, Teachers may take up to five (5) paid days of sick leave in each subsequent year of employment. Teachers may allocate up to two (2) of their five (5) paid days of sick leave as personal days. Teachers who elect to take personal days must provide the Employer with one (1) week's advance notice of each personal day they take.
 - (c) Teachers may not take consecutive personal days.
- 26.03 The Employer reserves the right to request a doctor's note confirming the illness of a Teacher who is absent from work due to illness.
- 26.04 Sick leave and personal days must be taken in the year in which they are earned and cannot be carried forward into any subsequent year.
- 26.05 Only Teachers who are assigned an average of twelve (12) teaching hours per week or more are entitled to sick leave and personal days under this Article.

Article 27 HEALTH and WELFARE BENEFITS

- 27.01 All benefit plans coverage's terms, conditions and specific eligibility (including minimum hours of work) requirements will be governed by the actual terms and conditions of the benefit plans as amended from time to time. Any descriptions in this Agreement are provided for the purpose of general information. Any dispute regarding specific claims or insurability are not arbitrable and must be directed by the Teacher to the insurer.
- 27.02 The Employer's liability under any benefit plan is limited to the payment of the premium costs, if any, in accordance with the following schedule:

COMPLETED TIME WITH EMPLOYER	TEACHER PORTION	EMPLOYER PORTION
Upon completion of Probationary Period	50%	50%
After 1 year of completed service	40%	60%
After 5 years of completed service	30%	70%
After 10 years of completed service	0%	100%

- 27.03 The Employer reserves the right, in its absolute discretion, to change insurance carriers or policies, which could change or eliminate specific elements of coverage. Provided, however, that the benefit coverage will be substantially similar to the benefit plans already provided.
- 27.04 Teachers who are laid off and who have recall rights will continue on the appropriate benefits plans for the calendar month during which the layoff occurs. Subject to the terms of the plans, the Teacher may continue on the appropriate benefit plans for the balance of the recall periods provided the Teacher pre-pays the total premiums.
- 27.05 Participation in any employee benefit plans offered by the Employer is a condition of employment unless the Teacher can prove they have coverage elsewhere.

Article 28 WAGES

- 28.01 The Employer will pay wages in accordance with Schedule A attached hereto and forming part of this Agreement. Teachers will be paid bi-weekly and will be provided with an itemized statement of wages, deductions, etc. Payment will be made by direct deposit to a financial institution in British Columbia of the Teacher's choice.
- 28.02 Teachers will be paid based on the number of assigned teaching hours worked. The wages rates set out in Schedule A shall cover all hours of assigned instruction, preparation time, marking, office hours, staff meetings and committee meetings.

- 28.03 The Employer will reimburse Teachers for all reasonable approved expenses incurred by the Teacher directly related to the performance of their duties and upon submission of appropriate receipts and written account. Approvals must be obtained from the School Director in advance of incursion of the expense.

Article 29 TERM OF AGREEMENT

- 29.01 The term of the Collective Agreement shall be from July 20, 2015 to June 30, 2018.
- 29.02 Any changes deemed necessary in this Agreement may be made by mutual written agreement of the Parties at any time during the term of the Agreement.
- 29.03 The Collective Agreement will remain in full force and effect during the term of the Agreement. Upon expiry of the Agreement, all terms and conditions, wages and benefit shall remain in effective until a new Agreement is reached, or until the Union commences a strike, or the Employer commences a lock out.
- 29.04 The parties agreement to exclude the operations of sections 50(2) and (3) of the *Labour Relations Code*.

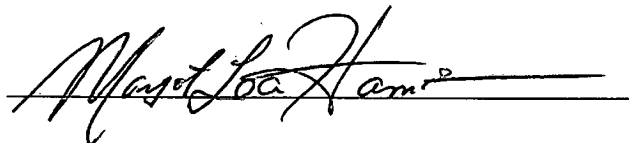
Dated at Vancouver BC this 4th day of August 2015.

PGIC VANCOUVER STUDIES INC.



Dated at Vancouver BC this 4th day of August 2015.

EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION



SCHEDULE A – WAGE SCHEDULE

Position/Years of Service	*Wage rate/hour (Year 1)	Year 2 1%	Year 3 1%
**Teacher: Probationary Period	\$21.00		
Teacher: upon successful completion of Probationary Period – 1 year of completed service	\$21.50		
Teacher: After 1 year of completed service	\$23.00		
Teacher: After 5 years of completed service	\$25.25		
Teacher: After 10 years of completed service	\$27.50		
Guaranteed Substitute Teacher: Administrative Duties	\$14.00		

* Wage rates for Year 1 will take effect upon the execution of a finalized collective agreement.

** Probationary rate applies to new teachers until they have been employed for 6 months and completed 325 hours of service.