

COLLECTIVE AGREEMENT

between

**KGIC LANGUAGE COLLEGE (2010) CORP.
(the “Employer”)**



-and-

**EDUCATION AND TRAINING EMPLOYEES’ ASSOCIATION
LOCAL 6
(the “Union”)**



March 1, 2015 – February 28, 2018

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ARTICLE 1 - AGREEMENT

- 1.01 This Agreement is made and entered into by and between KGIC Language College (2010) Corp., hereinafter referred to as the “Employer”, and the Education and Training Employees’ Association (Local 6) (“ETEA”), 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 (hereinafter referred to as “Teachers”) and to provide a procedure for the timely disposition of grievances without interruption of work.
- 1.03 The purpose of the Agreement is, in the mutual interest of the Employer and the Teachers, to provide for the operation of the Employer’s Language College, 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.
- 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.
- 1.04 It is recognized by this Agreement to be the duty of the Employer, the Union and the Teachers to fully co-operate, both individually and collectively, for the advancement of the goals identified in Article 1.03.
- 1.05 The parties recognize that the success of the Employer and the job security of the Teachers depends on the Employer’s success in providing quality education to its students. To that end, the Employer and Union agree that within the framework provided by the law and this collective agreement, they will encourage friendly and cooperative relations between their respective representatives at all levels and among all employees.
- 1.06 Teachers agree to comply with KGIC 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.

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- 1.07 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.

ARTICLE 2 – UNION RIGHTS AND RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for teaching faculty at the Vancouver (Robson), Surrey and Victoria Campuses employed by the Employer except those excluded by the Code.
- 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 Teachers hired after this Agreement is ratified, within 15 days worked cumulative from the date of hire.
- 2.03 The Employer agrees to provide new Teachers (Employees) 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 Teacher's pay. As a condition of employment, the Teacher 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 Teacher and to forward the monies so deducted to the Union, once monthly, together with a list of Teachers 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 Teachers, 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 recognizes the Union's right to select up to a maximum of five (5) 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.

- 2.08 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, 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 or administration of this Agreement, provided the regular operations of the school will not be affected.
- 2.09 Only elected officers, appointed representatives or stewards are allowed to represent the Union.
- 2.10 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.
- 2.11 The Employer agrees to allow the Union exclusive use of a bulletin board to be located in the staff lunch room at each of the Robson, Surrey and Victoria campuses 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 in the staff room at each of the Robson, Surrey and Victoria campuses.
- 2.13 Subject to operational requirements, 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 The Employer will grant leave of absence without pay to a maximum of four (4) Teachers at any one time, who are elected or appointed as Union Representatives to attend Union meetings, seminars or workshops in order that they may carry out their duties on behalf of the Union, provided that fourteen (14) days advance written notice is provided to the Employer and provided that such absences will not affect the regular operation of the schools. In any event, a maximum of two (2) Teachers from any one campus may be released at any one time.
- 2.15 Work normally and regularly performed by Teachers shall not be performed by non-bargaining unit members.
- 2.16 Notwithstanding Article 2.15, 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.
- 2.17 Notwithstanding Article 2.15, 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. Senior Academic Manager;
 - b. Academic Director;
 - c. Assistant Director; and
 - d. College Assistant
- 2.18 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. A Teacher may also authorize the Union to receive a copy of their personnel file.
- 2.19 Each February and August the Employer will provide to the Union an updated Teachers' list containing the following information:
- Name
 - Campus
 - 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 Teacher for any reason satisfactory to the Employer, 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 Teachers agree to comply with KGIC policies and regulations implemented from time to time. In the event that there is a conflict between any term of this Agreement and any regulation or policy made by the Employer, this Agreement shall take precedence over the policy or regulation.
- 3.03 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 three (3) excluded employees of the Employer, selected by the Employer, and three (3) 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.

ARTICLE 5 – DISCIPLINE AND DISCHARGE

- 5.01 The Employer shall not discharge or discipline a Teacher except for just and reasonable cause, or as provided in Article 6. The Parties recognize the principles of progressive discipline.
- 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 three (3) 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, 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 Employer 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 may first give his or her immediate excluded supervisor a reasonable opportunity to settle the matter. The matter shall be discussed with the Teacher's immediate excluded supervisor 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 Academic Director within fourteen (14) working days of termination of discussion 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 Academic Director or designate shall, 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, the grievance may proceed to Step 3.

Step Three

If the matter is not settled as provided above, the Union may, within fourteen (14) working days following receipt of the Academic Director or designate's written answer, submit the written grievance to the Executive Director. The Executive Director or designate shall within fourteen (14) working days from the receipt of the grievance hold a grievance meeting with a Union representative and give a written reply within fourteen (14) working days following the day on which the Step 3 meeting was held.

Failing a satisfactory resolution at Step 3, the grievance may be referred to arbitration within thirty (30) working days of receipt of the Step 3 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 Each member of management referred to above may appoint a designate to act in his or her absence.
- 7.04 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.
- 7.05 **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 3 within fourteen (14) 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 Teacher or a group of Teachers.

- 7.06 Employer grievances shall be submitted to the Union at Step 3. Failing a satisfactory resolution of the grievance within five (5) working days, the grievance may be referred to arbitration within thirty (30) calendar days from the date of settlement could have been made in Step 3.
- 7.07 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) calendar days upon the completion of Step 3 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) calendar 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 or her under the terms of this Agreement, including whether a matter is arbitrable or not, but shall not have the jurisdiction to 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 All parties to this Agreement will be governed by the British Columbia *Labour Relations Code* in regard to strikes, lockouts, work stoppages or slowdowns.
- 9.02 The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement.
- 9.03 The Union and its members agree that it will not cause or sanction a strike during the term of this Agreement.

ARTICLE 10 – SENIORITY

- 10.01 A Teachers' seniority shall be based on the length of continuous and uninterrupted service with the Employer from their date of hire as a Teacher.
- 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. Notwithstanding, a Teacher on Call who completes the Probationary Period shall receive a seniority date one (1) month prior to the date they complete the Probationary Period.
- 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 or her employment automatically terminated for any of the following reasons:
- a. the Teacher resigns his or her 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 the recall period as set out in Article 11 of this Agreement;
 - 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
 - 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 February and August and to supply a copy to the Union. The seniority list will include each Teacher's date of hire. Teachers who wish to question their seniority must do so within thirty (30) days of such posting.
- 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 eight (8) months after being laid off, Teachers with the necessary qualifications and skills 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 at the campus where they are working provided that the remaining Teachers at that campus 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 eight (8) months, or bumping a Teacher who works at the same campus with less seniority provided that the remaining Teachers at that campus 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 who works at the same campus as the affected Teacher.
- 11.06 Notwithstanding Article 11.05, bumping is not permitted into any Children Program or into any Coordinator Position.
- 11.07 Teachers on Layoff shall retain their seniority for a period of eight (8) months, at which point the Teacher’s seniority shall be lost and their employment shall terminate.
- 11.08 Accumulated seniority is to be retained when Teachers on recall return from layoff.
- 11.09 Teachers shall be responsible for providing the Employer with accurate and current contact details.

- 11.10 Teachers on recall shall respond to a recall request within a maximum of three (3) working days.
- 11.11 Teachers who are on the recall list are entitled to apply for any job vacancies arising out of job postings.
- 11.12 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 eight (8) month recall period established in Article 11.03 for a maximum of four (4) consecutive weeks. 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 eight (8) month recall periods remains unchanged regardless of the duration of the Teacher's abeyance period.

- 11.13 A Teacher who is laid off and teaches on a substitute basis will receive his or her regular rate of pay according to Schedule B.
- 11.14 A Teacher can refuse a recall to a position of lower pay than the position from which they were laid off without surrendering any of their recall rights however the eight (8) month recall period established in Article 11.03 remains unchanged.

ARTICLE 12 – VACANCIES, TRANSFERS, AND PROMOTIONS

12.01 Vacancies

Notice for all vacancies shall be posted internally at each campus and on the KGIC website 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 designated representative. The Employer may elect to advertise simultaneously with the internal posting.

The posting shall contain: the job title; description of duties; location of the position; qualifications, skill, ability and experience required; hours of work; salary; anticipated commencement date; the deadline for applications and person to whom the applications should be directed.

12.02 Selection Process

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

When qualifications, skill, ability and experience 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 non-academic or elective courses.

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

12.03 Department Transfers

A Teacher who transfers into another department (for example, moving from an ESL position to a PMM position), will be subject to an eight (8) week evaluation period. If at the end of that period, the Teacher is deemed unsuitable for the position by the Employer, the Teacher shall have the right to transfer back to a position consistent with the position held at the date of transfer. A PMM Assistant moving to a full time teaching position will be paid at the probationary wage rate as set out in Schedule B for a period of eight (8) weeks.

ARTICLE 13 – LEAVES

- 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 Leaves of absence other than those specifically provided for in Article 13.01 of this Agreement may be granted to Teachers where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. All leaves of absence under this Article 13.02 must be granted in writing and are leaves without pay. Teachers on approved leaves of absences under Article 13.02 will have their seniority frozen as of the date the leave commences and will not accrue seniority during the leave.

ARTICLE 14 – HUMAN RIGHTS/PRIVACY

14.01 The Employer will comply with all applicable privacy and human rights legislation.

ARTICLE 15 – OCCUPATIONAL HEALTH AND SAFETY

15.01 The Employer shall comply with all Workers' Compensation Act requirements, including, but not limited to, the establishment of a Joint Health and Safety Committee.

ARTICLE 16 – ADJUSTMENT PLAN

16.01 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 17 – COPYRIGHT AND INTELLECTUAL PROPERTY

- 17.01 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 Executive Director, or designate. It is agreed that where the Executive Director, or designate, permits the use of such material outside of the school, the Teacher shall not modify the materials.
- 17.02 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.
- 17.03 Materials created by a Teacher prior to their employment with the Employer shall remain the property of the Teacher.

ARTICLE 18 – CONFLICT OF INTEREST

- 18.01 Teachers understand and acknowledge that as employees of the Employer they will acquire information about certain matters 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.
- 18.02 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 their Academic Director immediately.

ARTICLE 19 – IN-CLASS OBSERVATIONS

- 19.01 The primary goal of in-class observations is to generate an ongoing dialogue between management and Teachers aimed at improving or fine tuning teaching methods and approaches. The observation process shall be fair and reasonable designed to adequately assess the performance of Teachers.
- 19.02 Management reserves the right to observe Teachers without prior notice. Teachers have the right to request a second observation.
- 19.03 Procedure:
- The Teacher shall be given sufficient opportunity after the observation(s) to read and review the observation report and if desired, to discuss the report with the evaluator.
 - The Teacher shall be provided with a copy of the observation report and shall have five (5) days in which to consider the observation report before signing it.
 - The observation report shall provide room for the Teacher's signature in two (2) places: one, indicating the Teacher has read and accepts the observation report and another indicating that the Teacher disagrees with the observation report.
 - The Teacher shall be given the opportunity to append a written response to the observation report.
 - A Teacher's observation report shall not change after the Teacher has signed.
 - A Teacher's observation reports shall be placed in his or her personnel file.

ARTICLE 20 – DISTRIBUTED EDUCATION

- 20.1 Distributed learning includes but is not limited to, print based courses, on-line or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed mode programs or courses delivered by the Employer.
- 20.2 No Teacher shall be laid off as a direct result of the introduction of distributed learning or educational technology.

ARTICLE 21 – STATUTORY HOLIDAYS

- 21.01 Except as modified herein, Statutory Holiday entitlement will be governed in accordance with the British Columbia *Employment Standards Act*.
- 21.02 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.
- 21.03 Whenever a Statutory Holiday falls on a Saturday or Sunday, the following Monday shall be observed.
- 21.04 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 22 - VACATION LEAVE AND VACATION PAY

22.01 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 three (3) consecutive years of employment; and
 - (iii) five (5) weeks' vacation after five (5) 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 September 1 of that subsequent calendar year.

22.02 Vacation Pay

- (a) All hourly Teachers' vacation pay shall be calculated and paid on each pay cheque.
- (b) Teachers shall earn vacation pay as follows:
 - (i) 4% of earnings after five (5) consecutive days' employment;
 - (ii) 4% of earnings plus an amount equal to one (1) week's average pay after three (3) consecutive years of employment; and
 - (iii) 6% of earnings plus an amount equal to two (2) weeks' average pay after five (5) consecutive years' employment.

22.03 **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) Campuses will be closed for a one week period each year for Christmas break. Teachers will have the option to take that period either as vacation time, or as unpaid leave. Teachers cannot combine these two options to cover that period.
- (b) The Employer shall post a vacation scheduling list in the staff or lunch room at each campus, 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. The Employer will update the vacation calendar to include these requests once approved.
- (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 30th of the previous year. The Employer shall respond to the Teacher's vacation request within one (1) week.

ARTICLE 23 - SICK LEAVE AND WELLNESS DAYS

23.01 Sick leave is a paid absence granted by the Employer to a Teacher who is unable to work because of illness or injury.

23.02 Teachers are entitled to take sick leave as follows:

- (a) Upon completion of the Probationary Period, Teachers may take up to three (3) 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 six (6) paid days of sick leave in each subsequent year of employment. Teachers may allocate up to three (3) of their six (6) paid days of sick leave as wellness days. Teachers who elect to take wellness days must provide the Employer with one (1) week's advance notice of each wellness day they take.
- (c) Teachers may not take more than six (6) consecutive paid days as sick leave.
- (d) Teachers may not take consecutive wellness days.

23.03 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. Upon submission of appropriate receipts, the Employer will reimburse the Teacher for the fee charged by the doctor for obtaining the doctor's note.

23.04 Sick leave and wellness days must be taken in the year in which they are earned and cannot be carried forward into any subsequent year.

ARTICLE 24 - HEALTH AND WELFARE BENEFITS

24.01 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 insurabilities are not arbitrable and must be directed by the Teacher to the insurer.

24.02 The Employer's liability under any benefit plan is limited to the payment of its share of premiums, if any, in accordance with the following schedule:

COMPLETED TIME WITH EMPLOYER	TEACHER PORTION	EMPLOYER PORTION
Upon completion of Probationary Period	50%	50%
2 years	40%	60%
3 years	30%	70%
4 years	20%	80%
5 years	10%	90%
6 years	0%	100%

24.03 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. A summary of the current employee benefit coverage is attached as Schedule A.

24.04 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.

24.05 Participation in any employee benefit plans offered by the Employer is a condition of employment unless the Teacher can prove they have coverage elsewhere.

- 24.06 The parties agree to establish a Joint Benefits Committee with equal representation from the Employer and the Union (up to a maximum of 2 representatives from each party). The Joint Benefits Committee will meet annually to review the current health and welfare benefit coverage, including, but not limited to, dental, prescription drugs and vision care, and make non-binding recommendations prior to the expiration of the Collective Agreement.

ARTICLE 25 – WAGES

- 25.1 The Employer will pay wages in accordance with Schedule B 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.
- 25.2 Teachers (including those holding the position of Academic Supervisor or any Coordinator Position) will be paid based on the number of assigned teaching hours worked. The wages rates set out in Schedule B shall cover all hours of assigned instruction, preparation time, marking, office hours, staff meetings and committee meetings.
- Demo lessons or workshops assigned by the Employer to Academic Supervisors or any Coordinator Position will be considered assigned teaching hours and paid at the appropriate Teacher wage rate in Schedule B. Teachers, including Academic Supervisors and Coordinators, who are assigned curriculum development in lieu of teaching hours will be paid at their appropriate Teacher wage rate in Schedule B.
- 25.3 In addition, Teachers who are assigned to supervise Advanced TESOL will be paid a monthly stipend of \$200. This amount covers all work and duties performed by a Teacher associated with Advanced TESOL. Teachers who are assigned to supervise Regular TESOL will be paid a monthly stipend of \$100. This amount covers all work and duties performed by a Teacher associated with Regular TESOL. The monthly stipend for both the Advanced TESOL and Regular TESOL will be adjusted annually at the same rate as the annual wage increases set out in Schedule B – Wage Schedule.
- 25.4 Teachers holding the position of Academic Supervisor, or any Coordinator Position will be paid for administrative duties as may be assigned by the Employer, including without limitation, preparing for graduation, responding to e-mails related to student/classes, supporting entrance examinations, assisting in training, reviewing and updating manuals, conducting research for programs, at the hourly Administrative Rate set out in Schedule B. The Employer will assign no less than two (2) and no more than ten (10) hours of administrative duties per week.
- 25.5 For Employment Insurance benefit purposes only: it is recognized that a Teacher's work load is comprised of more than the assigned hours, and involves

additional personal unassigned professional time for preparation, marking, etc, on the part of the Teacher. It is agreed that assigned time and personal unassigned professional time combined constitutes the equivalent of 32.5 hours per week on average for a full-time Teacher (one who normally averages 24.5 assigned hours per week), and pro-rata for a Teacher who works fewer assigned hours per week.

For greater certainty, this provision is for Employment Insurance purposes only and the Employer is only required to pay wages based on the number of actual assigned teaching hours in accordance with Article 25.2

ARTICLE 26- TERM OF AGREEMENT

- 26.01 The term of the Collective Agreement shall be from March 1, 2015 to February 28, 2018.
- 26.02 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the term of the Agreement.
- 26.03 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 effect until a new Agreement is reached, or until the Union commences a strike or the Employer commences a lock out.
- 26.04 The parties agree to exclude the operations of sections 50(2) and (3) of the *Labour Relations Code*.

Dated at _____ BC this _____ day of _____ 2016.

KGIC LANGUAGE COLLEGE (2010) CORP

Dated at _____ BC this _____ day of _____ 2016.

EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION

SCHEDULE A - KGIC HEALTH & WELFARE BENEFIT SUMMARY

BENEFIT	SUMMARY COVERAGE
Eligibility	perm, non-seasonal, 24+ hrs per week
Deductible for Prescription Drugs	none
Deductible for other Healthcare Expenses	\$25 per person, \$50 per family
Reimbursement for Prescription Drugs	80%
Reimbursement for Paramedical Expenses	80% to a limit of \$200 each service per calendar year
Drug maximum per calendar year	\$3,000
Deductible for Dental	none
Dental – Plan A (Basic)	80%
Dental – Plan B (Restorative)	minor restorative only
Dental – Plan C (Orthodontic)	None
Dental Limits for Plan A&B	\$1500 per person, in calendar year
Dental Limits for Plan C	n/a
Dual Coverage	yes
Late Enrolment EHC	within 1 month
Late Enrolment Dental	within 1 month
Vision Care	discounts with preferred vision services
Paramedical Expenses	80% to a limit of \$200 each service per calendar year
Emergency Travel Assistance	Yes
Group Life	\$25,000
LTD Coverage	Yes
In Canada Home Nursing Care	\$10,000 for a maximum 12 months per condition

SCHEDULE B - WAGE SCHEDULE

Position/Years of Service	*Wage Rate/hour (Year 1)*	Year 2 0%	Year 3 1.5
Teacher - Probationary Period	\$21.85	\$21.85	\$22.18
Teacher: upon successful completion of Probationary Period - 1 year of completed service	\$24.25	\$24.25	\$24.61
Teacher: After 1 year of completed service	\$25.49	\$25.49	\$25.87
Teacher: After 3 years' of completed service	\$27.05	\$27.05	\$27.46
Teacher: After 5 years' of completed service	\$30.17	\$30.17	\$30.62
**Staff Teacher on Call	Applicable Instructor rate based on years of service paid for all hours worked		
Teacher on Call	\$21.85	\$21.85	\$22.18
PMM Assistant	\$16.65	\$16.65	\$16.90
Administrative Rate	\$16.65	\$16.65	\$16.90

** Staff Teacher on Call Position – upon date of ratification of this agreement this applies only to a position at Robson campus held by Raisa Lysenka

LETTER OF UNDERSTANDING No. 1

Between:

**KGIC LANGUAGE COLLEGE (2010) CORP
(the "Employer")**

And

**EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION LOCAL 6
(the "Union")**

Re: Article 2.18 – Work performed by non-bargaining unit members

The parties agree that, notwithstanding Article 2.18, the Senior Academic Manager at the Employer's Robson Street campus may continue to teach up to a maximum of two (2) blocks/classes per day. In addition, the parties agree that the Academic Director at the Victoria Campus may continue to teach up to a maximum of 1 block/class per day.

Dated at _____ BC this _____ day of _____ 2016.

KGIC LANGUAGE COLLEGE (2010) CORP

Dated at _____ BC this _____ day of _____ 2016.

EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION

LETTER OF UNDERSTANDING No. 2

Between:

**KGIC LANGUAGE COLLEGE (2010) CORP
(the "Employer")**

And

**EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION LOCAL 6
(the "Union")**

Re: Vesna Gorasevic

Vesna Gorasevic is employed as a Teacher at the Robson Campus working part-time hours.

The Employer agrees that for the Term of this Agreement, Ms. Gorasevic will be permitted to maintain her current part-time schedule.

Dated at _____ BC this _____ day of _____ 2016.

KGIC LANGUAGE COLLEGE (2010) CORP

Dated at _____ BC this _____ day of _____ 2016.

EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION
