

PROPOSALS FOR A
COLLECTIVE AGREEMENT

between

KAPLAN INTERNATIONAL-VANCOUVER

("EMPLOYER")

and

EDUCATION AND TRAINING EMPLOYEES' ASSOCIATION

("ETEA")

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Article 1 – Purpose of Agreement

- 1.1 The parties to this agreement (the “Collective Agreement” or the “Agreement”) share a desire to work cooperatively to address the concerns and interests of both the Association and the Employer.
- 1.2 The purpose of this agreement is to:
 - 1.2.1 Set out the agreed terms and conditions of employment for the Teachers covered by this Agreement: and
 - 1.2.2 Establish and maintain orderly procedures for settling disputes between the Education and Training Employees’ Association (“ETEA” or the “Association”) – and – Kaplan International - Vancouver. (the “Employer”).

Article 2 – Definitions

- 2.1 “Association” means the ETEA.
- 2.2 “Contact Hour” means one (1) hour of instruction of students.
- 2.3 “Continuing Teacher” means a Teacher who is not a Probationary Teacher, a Substitute Teacher or a Short-Term Contract Teacher” is employed on a continuing basis.
- 2.4 “Day” means a calendar day unless otherwise specified.
- 2.5 “Employer” means Kaplan International – Vancouver
- 2.6 “Parties” means the Employer and Association, which are the signatories to this Collective Agreement.
- 2.7 “Probationary Teacher” means a Teacher on probation.
- 2.8 “Short-Term Contract Teacher” means a Teacher who works either part or full time and whose contact hours in one (1) year shall not exceed three hundred and twenty five (325) hours.
- 2.9 “Substitute Teacher” (Sub) means a person employed as a Teacher from time-to-time on a day-to-day basis, and is not a Short-Term Contract Teacher, a Probationary Teacher, or a Continuing Teacher.
- 2.10 “Teacher”, means an employee covered by this Collective Agreement and who is also a member of the bargaining unit as described in the certificate issued by the Labour Relations Board on May 29, 2009, and whose duties are primarily instruction and who is deemed qualified by Languages Canada and all its successors.

Article 3 – Impact of Legislation

- 3.1 If any provision of this Agreement is, or shall be, at any time, contrary to the law, then such provision shall not be applicable, performed, or enforced, except to the extent permitted by law. In this event, on written request by either Party, the Parties shall meet to make an effort to restore the original intent of the Agreement to the extent legally possible. All other provisions of the Agreement shall remain in full force and effect.

Article 4 - Recognition

4.1 Association Recognition

The Employer recognizes the Association as the exclusive bargaining agent for all Teachers as set out in the certificate issued by the Labour Relations Board.

4.2 Management Rights

Except as otherwise provided in this Agreement, the management and direction of the Employer and its operations and the work force, are vested exclusively in the Employer.

The exercise of management rights shall be done in a fair and reasonable manner.

Teachers agree to comply with Employer policies and regulations. 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.

4.3 Recognition and Rights of Association Stewards

- a. The Employer recognizes the Association's right to select up to four (4) stewards to represent the Teachers.
- b. The Association 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.
- c. The Parties agree that the stewards will conduct their duties outside working hours to the greatest extent possible.
- d. Only elected officers, appointed officials and stewards are allowed to represent the Association.

Article 5 – Association Rights

5.1 Copies of Collective Agreement

The Employer shall print and distribute sufficient copies of the finalized Collective Agreement to provide each Teacher with a copy, and a reasonable number of copies requested by the Association.

The Employer agrees to acquaint new Teachers with the fact that a collective agreement is in effect. The Employer shall provide all new Teachers with a copy of the Collective Agreement, a mutually acceptable letter from the Association and a current list of Association representatives. Such agreement shall not be unreasonably withheld.

5.2 Right of Representation

The Association shall have the right at any time to have the assistance of advisers when dealing with or negotiating with the Employer during Step Three of the grievance process and at negotiations. The Employer shall have the same rights.

The Association shall provide the Employer and keep current, in writing, the names of the officers, stewards, and authorized committee members.

5.3 Association Membership

As a condition of employment: each Teacher, as defined in Article 2 Definitions, shall become and remain a member of the Association.

5.4 Bulletin Boards

The Association shall have the exclusive use of a bulletin board located in the Teachers' Room on Campus for official Association business. The bulletin board will be provided by the Association.

5.5 Association Meetings

Subject to operational requirements, the Association shall have the right to use Employer facilities for Teachers to attend meetings using normal room and equipment booking procedures during the Employer's business hours. The Association shall pay reasonable charges for the use of equipment such as photocopiers.

5.6 Deduction of Dues, or Equivalent

Association dues and fees shall be deducted and remitted to the Association as per the following terms:

- a. As a condition of employment, each Teacher shall provide the Employer with a signed written assignment of wages, in the form prescribed by the Labour Relations Code, to the Association, authorizing the Employer to deduct the applicable Association dues (or equivalent) and initiation fees.
- b. Authorization forms in duplicate shall be provided to the Employer by the Association. The Employer shall provide the form to each new Teacher at the time of hire. The original of the completed form shall be retained by the Employer and the copy shall be sent to the Association by the Employer.
- c. The Association shall notify the Employer in writing of the current dues and fees, and deductions under the provisions of this Article shall only be made upon receipt and in accord with such notification.
- d. The Employer shall deduct the regular dues and fees, or equivalent, and shall remit the amounts deducted to the Association bi-weekly, with a written statement containing the names of Teachers from whom deductions were made and the amount from each.

5.7 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. representatives of the Association on the Association's Bargaining Committee;
 - ii. Teachers 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. an elected or appointed representative of the Association to attend conventions of the Association and bodies to which the Association is affiliated; and
 - v. for elected or appointed representatives of the Association to attend to Association business which requires them to leave the premises of their employment.

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- b. Subject to operational requirements, leave of absence with pay and without loss of seniority will be granted to:
- i. Teachers to attend joint Association/Management meetings in accordance with Article 9;
 - ii. Stewards presenting a Grievance in a grievance meeting in accordance with Article 18; and
 - iii. Teachers who attend Joint Health and Safety Committee meetings.
- c. Administrative Provisions Regarding Association Leave Without Pay

To facilitate the administration of Sections 5.7 (a) and (b) above, when leave without pay is granted, the leave shall be without loss of salary and benefits, and the Association shall reimburse the Employer for salary and benefit costs within thirty (30) days.

Article 6 – Teacher Protection

6.1 Personnel Records

Teacher files shall contain documents that pertain directly to their employment, such as:

- a. records of disciplinary action taken,
- b. appraisals,
- c. teaching observations,
- d. payroll information,
- e. employment records, and
- f. benefits details.

On reasonable notice, and subject to law, Teachers shall have the right to view and copy all material on their file, and receive a copy of any new material placed in their file.

6.2 Student Complaints

Students shall be encouraged to follow the Employer's Student Complaints Procedure. The Employer agrees that it will not change the Students Complaint Policy without consulting the Association.

6.3 Section 54

The Employer shall comply with all regulations of Section 54 of the *Labour Relations Code*, including, but not limited to, the requirement to provide sixty (60) days notice to, and consult with the Association prior to the introduction of any technological change (equipment or method of operation) that affects the terms, conditions or security of employment of a significant number of Teachers.

6.4 Copyright, Confidentiality, Conflict of Interest and Professional Conduct

- a. Curriculum and materials created by Teachers in the course of their employment is and remains the exclusive property of the Employer unless otherwise agreed between the Employer and the Teacher.

- b. All materials, including Specific Skills course materials, provided by the Employer to the Teachers, produced by the Teachers for the Employer in the course of their employment, or produced by the Employer and used by the Teachers in the course of their employment, are and remain the exclusive property of the Employer. The Employer may claim copyright and/or limit access to such materials. The Teachers shall not use such material without the consent of the Employer.
- c. Without limiting the generality of the foregoing, Teachers shall not use such materials in any employment, business, partnership, or at another school, institute, college, place of learning, both during and after the termination of their employment, however caused.
- d. The Teachers shall return all such materials in good condition to the Employer promptly on the termination of his or her employment, however caused.

6.5 Conflict of Interest

- a. 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 law, or in the course of carrying out the duties of the employment, or after the date of termination of the Teacher's employment, however caused, except with the written permission of the Employer.
- b. Teachers shall avoid all potential and actual conflicts of interest with any aspect of their position, and will remain free of interests and relationships which are actually or potentially to the detriment of the Employer's interests. The Teachers shall not participate in any outside business or employment relationship which may involve a conflict of interest. In the event that a Teacher discovers that a potential or actual conflict exists, he or she agrees to advise the Director or the Director's designate immediately.
- c. Except where there is no actual or potential conflict, work for other employers must be approved by the Director or Director's designate before such work is undertaken. Except where there is no actual or potential conflict, such approval shall not be unreasonably denied.

Article 7 – Human Rights and Discrimination

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

Article 8 – Strikes, Lockouts and Picket Lines

- 8.1 The Association shall not authorize or conduct a strike during the term of the Agreement.
- 8.2 The Employer shall not authorize or conduct a lock out of Teachers during the term of the Agreement.
- 8.3 Teachers who refuse to cross a lawful picket line shall not be subject to discipline and shall be deemed on approved leave without pay.

Article 9 – Association/Management Committee

9.1 The Parties agree to establish an Association / 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 two (2) months until this Agreement is terminated.

The Committee shall consist of two excluded employees of the Employer, selected by management, and two Association representatives employed by the Employer, selected by the Association. Either party may bring additional representatives where necessary or appropriate.

The Committee shall make all reasonable efforts to meet within five (5) days of the request from either party.

Article 10 – Health and Safety

- 10.1 The Employer shall comply with all *Worker's Compensation Act* requirements (Section 125 and others), including, but not limited to, the establishment of a Joint Health and Safety Committee.

Article 11 – Contracting Out

- 11.1 Work normally and regularly performed by Teachers shall not be performed by non-Bargaining Unit Members.
- 11.2 Notwithstanding Article 11.1, 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 Association. Such agreement shall not be unreasonably withheld.

- 11.3 Despite Article 11.1, the Parties agree that the following employees of the Employer are excluded from the bargaining unit but may perform bargaining unit work on an exceptional basis in the event that no qualified Teacher is readily available, or for the occasional enhancement of professional development for academic staff listed below:
 - a. Director,
 - b. Academic Director,
 - c. Assistant Academic Director,
 - d. Academic Managers,
 - e. Academic Coordinators,
 - f. Head of Training and Development,
 - g. Student Services Coordinator, and
 - h. Student Services Manager

Article 12 – Training and Professional Development

- 12.1 The Parties recognize the importance of ongoing professional development and training.
- 12.2 The Employer will organize workshops each year of which all Teachers shall attend at least six (6) as part of their regular duties.
- 12.3 Topics for workshops will be established through a combination of observations, peer observations, Teacher input, student feedback, and current research in ESL methodologies.
- 12.4 The Employer will provide a regular system of observations, peer observations and student feedback, and such tools will be a factor in evaluating Teacher performance.
- 12.5 Teachers may request to observe another Teacher's teaching. Requests shall not be unreasonably refused and shall be without pay.

Article 13 – Assignments and Schedules

- 13.1 The Employer shall assign duties, including teaching assignments. The Employer may consider the stated personal preferences of individual Teachers when assigning duties.
- 13.2 Where reasonably practical, and subject to operational requirements, the Employer agrees to attempt to assign Teachers two (2) month work schedules, and to provide work schedules one week prior to the start date of the schedule.
- 13.3 Continuing Teachers shall have their teaching assignments assigned in sequential blocks wherever reasonably possible. If the assignment contains a break between classes of more than two (2) hours, or a break of one instructional block or more, then the Teacher will be paid thirty (30) minutes for each day that such an assignment is maintained, at that Teacher's equivalent hourly rate.
- 13.4 Article 13.3 does not apply to Teachers who request split shifts.

Article 14 - Probation

- 14.1 The probationary period for newly hired Teachers shall be six (6) months or six hundred and fifty (650) contact hours from the date of hire, whichever comes first.
- 14.2 The Employer shall provide the Association in writing of the name and the terms of employment, including salaries, of all Teachers at the time of hire.
- 14.3 During the probationary period, the Employer may terminate a Probationary Teacher if that Teacher is deemed unsuitable for employment with the Employer.
- 14.4 If a Probationary Teacher is terminated for unsuitability after three (3) consecutive months' employment, or three hundred and twenty five (325) contact hours, whichever comes first, the Employer shall give one (1) week's notice or pay in-lieu thereof.
- 14.5 Teachers who successfully pass probation shall be placed on the seniority list.
- 14.6 Short-term Contract Teachers who are subsequently hired into a Continuing Teacher position will have all their previous Short-Term Contract service credited toward their probation period.

Article 15 - Seniority

- 15.1 Once a Teacher has passed probation, she/he will accrue seniority based on her/his date of hire.*
- 15.2 Employment is deemed continuous and seniority shall accumulate for Teachers on Sick Leave, Bereavement Leave, Pregnancy, Parental, Family Responsibility, Jury Duty, Reservists' and Compassionate Care Leave, or for Association Business as per Article 5.7.
- 15.3 Employment shall not be deemed continuous for Teachers on Overseas Sabbatical Leave, and General Leave, or layoff.

** (NOTE: For teachers hired prior to January 1, 2013, their place on the seniority list will be as it was on January 1, 2013)*

Article 16 - Layoff and Recall

Lay-Off

- 16.1 A layoff occurs when a Teacher has no teaching assignment and the Employer gives notice of layoff.
- 16.2 Layoffs shall occur in reverse order of seniority provided that the Teachers retained possess the skills, abilities and qualifications for the work available.
- 16.3 All layoff notices shall be in writing to the Teacher with a copy to the Association.
- 16.4 If a Teacher who is not already a Substitute Teacher wishes to be called for substitute teaching while on lay-off, that Teacher must notify the School Director in writing of their desire to sub while on lay-off, when that Teacher receives lay-off notice. A Continuing, Probationary, and Short Term Contract Teacher may sub while remaining on lay-off, subject to Article 17 below.
- 16.5 A Teacher on lay-off may retain access to extended health and dental (EH&D) benefits during the period of lay-off, provided that Teacher notifies the Employer in writing that they wish to do so, and agrees to pay for EH&D benefits for the duration of the lay-off.
- 16.6 If a laid off Teacher does not elect to retain access to EH&D benefits while on lay-off, or fails to pay for EH&D benefits while on lay-off, the Employer is not obligated to re-initiate EH&D coverage for that Teacher until the Teacher has been recalled to teaching duties for a period of at least a calendar month.

Recall

- 16.7 The Employer will not recall a Teacher unless the Employer has three (3) teaching blocks per day for that Teacher for a continuous five (5) day period.
- 16.8 Teachers who are not Substitute Teachers (“Non-Substitute Teachers”) retain a right of recall for a period of six (6) months after being laid off. (Lay-off and Recall are not applicable to Substitute Teachers.)
- 16.9 Non-Substitute Teachers shall be recalled in order of seniority, but where skills, abilities, and qualifications clearly favour one Non-Substitute Teacher over another Non-Substitute Teacher with more seniority for the teaching assignment available, the Employer may recall the Non-Substitute Teacher most suitable for the work available. If the Employer does recall a Non-Substitute Teacher out of order of seniority, it will notify the Union.
- 16.10 If a Teacher has not been recalled after six (6) months, employment shall be deemed to be terminated and the Employer shall pay the Teacher severance in the amount of one (1) week’s salary for each year of employment to a maximum of eight (8) weeks’ salary. In the event the Teacher has less than one (1) year of seniority, then no severance is owing to the Teacher terminated.
- 16.11 Seniority accumulated up to the date of lay-off is retained while Teachers are on a period of lay-off, but seniority does not continue to accrue while a Teacher is on lay-off.
- 16.12 Teachers shall be responsible for providing the Employer with accurate and current contact details.
- 16.13 Subject only to 16.14, Teachers recalled from layoff shall respond to a recall request within a maximum of 48 hours.
- 16.14 During a period of layoff with recall rights, a Teacher may request and may be granted a single suspension of recall rights for a stipulated period which cannot extend beyond the lesser of two (2) weeks, or the date of expiration of that Teacher’s recall rights. During such suspension of recall rights, the Employer will not recall the Teacher. At the end of the suspension period, the Teacher’s duty to respond to a recall notice under 16.13 shall be resumed (but not extended), but the Teacher cannot make any claims with respect to any positions filled during the period of the recall suspension.

Article 17 – Subbing Protocol

- 17.1 A Non-Substitute Teacher who has notified the Employer upon lay-off that they wish to be eligible for substitute teaching will be subject to the following subbing protocol:
- a. Substitute Teaching assignments that come available while a Non-Substitute Teacher is on lay-off, will be offered to Non-Substitute Teachers on the Employer’s “Available for Subbing” list, in accordance with the general principles of Article 16.9.
 - b. If no Non-Substitute Teacher on Lay-Off accepts the assignment, then Non-Substitute Teachers who have expressed an interest in Subbing under Article 24.6, will be offered substitute teaching assignments that come available, in priority over Substitute Teachers.
 - c. Non-Substitute Teachers who sub will not accrue seniority in respect of substitute teaching assignments.
 - d. Non-Substitute Teachers who sub will receive their equivalent hourly rate of pay.
 - e. Because of the nature of substitute teaching assignments, the Employer will have discretion to conduct a “continuous call-out”, down the “Available for Subbing” list, until a Teacher can be found. The Employer will implement a reasonable response period, proportionate to the urgency of the need for a substitute teaching assignment.
 - f. Laid off Teachers who place themselves on the “Available for Subbing” list, may indicate to the Employer periods of one (1) week that the laid off Teacher will not be available for subbing, but must notify the Employer of such periods of non-availability, and if the Teacher is unavailable for recall within 48 hours under Article 16.13, the Teacher will risk losing their right of recall.
 - g. When the Employer has at least three (3) teaching blocks per day available for a continuous five (5) day period, then the Employer will be obligated to initiate a recall, under Articles 16.7, 16.8, and 16.9. A Non-Substitute Teacher performing the substitute assignment may lose that assignment to a more senior Teacher with a right of recall.

- h. A Non-Substitute Teacher who takes substitute assignments during a period of lay-off does not have EH&D coverage during substitute assignments, unless they have elected to continue to pay for the cost of EH&D benefits during the lay-off. Non-Substitute Teachers who are not receiving EH&D coverage will be paid three percent (3%) in lieu of such benefits.

Article 18 – Grievances

18.1 A Grievance is defined as any difference arising between the Parties bound by this agreement concerning the interpretation, application, operation, or any alleged violation of this agreement, including a question as to whether a matter is arbitrable. Grievances shall be resolved without stoppage of work in accord with this agreement.

18.2 Grievances as a result of a termination may be initiated at Step Three.

18.3 The following steps constitute the recognized grievance procedure under this agreement:

Step One: Discussions between the Teacher and his or her excluded supervisor shall be encouraged at Step One. In the event the Teacher is not satisfied with the result of the discussion, the Association may submit a Grievance in accordance with Step Two. The Teacher shall have the right to be accompanied by a steward.

Step Two: The Association may file the Grievance with the School Director or her/his designate within twenty (20) days of the occurrence of the incident under dispute, or from the time that the grieving Party should reasonably have known. All Grievances are to be submitted in writing, outlining the reason, date of occurrence, the remedy sought, along with all additional and relevant information.

The Director, or his or her designate, shall have fourteen (14) days from the receipt of the Grievance to give a written reply to the Association.

Step Three: Failing settlement at Step Two, the Association may advance the Grievance to Step Three by written notice within seven (7) days of receipt of the Step Two reply, or the date on which the reply should have been received, whichever is earlier.

The Head of Operations, or his or her designate, shall have thirty (30) days to respond in writing.

Arbitration: Failing settlement at Step Three, the Grievance may be advanced to arbitration upon written notification by the grieving Party within thirty (30) days of receipt of the Step Three reply, or on which a reply should have been received, whichever is earlier.

18.4 Policy Grievance

The Association or the Employer shall have the right at any time to present Grievances under the procedure outlined in the agreement. Policy Grievances must be filed within forty (40) working days of the occurrence of the incident under dispute, or from the time that the grieving Party should reasonably have known.

18.5 Time Limits

Time limits are mandatory and failure to submit the Grievance to the next stage within the Grievance procedure shall be considered abandoned.

Time lines may be extended by written mutual agreement between the Parties.

Upon mutual agreement the Parties may meet to discuss a grievance. If such a request is made and agreed to, the time lines are automatically extended for an amount of time equal to the time necessary for the Parties to conclude their meeting.

18.6 Arbitration

- 18.6.1 All Grievances submitted to arbitration under this Article shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement of the Parties.
- 18.6.2 The findings of the arbitrator shall be final and binding on both Parties. The arbitrator is not authorized to alter, amend, or modify any part of this Agreement.
- 18.6.3 Fees and expenses incurred by the arbitrator shall be borne equally by the Association and the Employer.

Article 19 - Progressive Discipline

- 19.1 No Teacher shall be disciplined or have their employment terminated without just cause. The Parties agree that the employment of Probationary Teachers may be terminated as set out in Article 14, Probation.
- 19.2 If the Employer intends to meet with a Teacher for disciplinary or dismissal purposes, the Employer shall advise the Teacher and the Association of the meeting. The Teacher shall have the right to have a steward accompany them in such a meeting. The Employer shall advise the Teacher of that right prior to any meeting under this Article.
- 19.3 The Employer shall inform the Teacher of the reasons for the meeting prior to the meeting if possible.
- 19.4 All disciplinary warnings and/or letters on file shall be removed after twenty four (24) months if there is no further discipline.

Article 20 - Holidays

20.1 The following are paid holidays: New Years Day; Family Day (2nd Monday in February); Good Friday; Victoria Day; Canada Day; BC Day (1st Monday in August); Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; and any other prescribed by regulation.

Article 21 – Vacation

- 21.1 Teachers shall be entitled to and shall take annual vacations on the following basis:
- a. Substitute, Short Term Contract and Probationary Teachers shall receive four percent (4%) in lieu of vacation at each pay period, as per Article 25.
 - b. Continuing Teachers shall receive four (4) weeks per year of employment.
 - c. Continuing Teachers who take a leave during the year of employment shall have their vacation entitlement pro-rated accordingly, except as required by Employment Standards.
- 21.2 The Employer shall pay Continuing Teachers their salary during periods of vacation.
- 21.3 Vacations shall be scheduled according to operational requirements, Teacher seniority and the manner outlined in Article 21.5.
- 21.4 Notwithstanding Article 21.1(b), Teachers who were entitled to more than four weeks' vacation before January 1, 2010 shall maintain their original entitlement (Appendix A).
- 21.5 Vacation Scheduling

Between January 1st and January 31st of each year, Continuing Teachers shall indicate vacation date preferences for the calendar year, using the following processes.

- a. A list will be posted in the Teachers' room, on which each Continuing Teacher will indicate that Teacher's choice of vacation dates.
- b. If two or more Continuing Teachers cannot be granted the same vacation dates, then seniority shall apply.
- c. A final vacation schedule, approved by the Employer, shall be posted by or on February 14th.
- d. Approved vacation schedules cannot be altered without the express agreement of the Employer.

- e. Vacation requests submitted after 31st January shall be considered in order of receipt.
- f. Vacation requests for January (1st to 31st inclusive) may be submitted to the Employer by November 25th of the previous year.

Article 22 – Leaves

22.1 Except in an emergency situation, or in the case of sick leave, all required requests and notices for leaves shall be made in writing to the Employer. The Employer shall advise the Teacher, in writing, with stated reasons, in a reasonable period of time, of the approval or refusal of leave requests. Leaves shall be available under the following terms:

22.2 Employment Standards Leaves

- a. Teachers are entitled to pregnancy, parental, family responsibility, reservists, compassionate care, and jury duty leaves, in accordance with the provincial *Employment Standards Act*, as amended from time to time.
- b. Teachers are entitled to bereavement leave in accordance with the *Employment Standards Act*, except that bereavement leave will be with pay.

22.3 Personal Days

- a. A “personal day” is a day of paid leave that a Continuing Teacher may take at his or her own discretion, with seventy two (72) hours notice to the Employer.
- b. A Continuing Teacher is entitled to take two (2) personal days in each calendar year.

22.4 Pooled Sick Leave

- a. Sick leave is absence from work with pay, granted by the Employer to a Continuing Teacher who is unable to work because of illness or injury, or to attend medical, dental, or eye appointments which cannot be booked outside of working hours. Sick leave does not cover illness or injury that is covered by WCB wage loss claims or short-term disability insurance.
- b. Probationary Teachers, Short-Term Contract Teachers, and Substitute Teachers are not entitled to sick leave or personal days with pay.
- c. Sick leave entitlement is calculated for Continuing Teachers as a group, at the beginning of every calendar year, based on the number of Continuing Teachers actively employed and on lay-off x three (3) days (the “Sick Leave Pool”).
- d. The Sick Leave Pool is recorded and maintained by the Employer. The Sick Leave Pool is not carried over from year to year. Records of Sick Leave Pool remaining available for use will be available from the

Employer on request, and will be posted on a quarterly basis by the Employer.

- e. Upon request a Continuing Teacher shall submit a doctors' note or medical certificate for periods of illness in excess of three (3) working days or according to any insurance requirements.
- f. Sick leave used by a Continuing Teacher can be debited from the Sick Leave Pool in increments as small as one class.
- g. Subject to (h) and (i) below, if the entire Sick Leave Pool is used for the calendar year, no further paid sick leave is available for the calendar year.
- h. Nothing in this Article 22.4 is inconsistent with the responsibility of the Employer, with the cooperation of the Association and the Teacher, to accommodate teacher disabilities within the meaning of the *Human Rights Code*, or restrict legitimate access to group short term and long term disability plans.
- i. If a teacher is diagnosed by a medical professional with a disability that requires accommodation within the meaning of the *Human Rights Code*, the teacher, and, if necessary, the Association, will cooperate to provide the Employer with information about diagnosis and medical treatment to identify the illness as a bona fide disability, and to provide such appropriate and medical information as may be required.

22.5 Overseas Sabbatical Leave

- a. Subject to operational requirements, Continuing Teachers may be granted the right to take an Overseas Teaching Sabbatical, without pay, for a period not to exceed twelve (12) months. Such Teachers shall retain accumulated seniority during the period. An Overseas Sabbatical shall be requested in writing at least four (4) weeks prior to the commencement of leave.

22.6 General Leave

- a. Continuing Teachers who have worked for the Employer for three (3) years or more may be granted the right to take General Leave for any purpose, without pay, for a period not to exceed twelve (12) months. Such Teachers shall retain accumulated seniority during the period of General Leave. General Leave shall be requested in writing at least eight (8) weeks prior to the commencement of the leave.

22.7 Return to Work after Absence

- a. If a Teacher has an absence for three weeks or more for any reason that was not pre-arranged with the Employer, then the Teacher must give one (1) full week notice of their expected date of return to Teaching duties.
- b. A Teacher will give one (1) month's notice for return to work from a leave that has been permitted under Article 22.5 and 22.6.

Article 23 - Health and Welfare Benefits

- 23.1 After six (6) consecutive months of employment, subject to Article 23.4, Continuing Teachers shall participate in such health and welfare benefit plan as may be in effect from time to time at the Employer, except for Continuing Teachers who can prove they have coverage elsewhere and elect in writing not to participate.
- 23.2 Probationary and Short-term Contract Teachers are not eligible for coverage under Health and Welfare Benefit Plan sourced by the Employer.
- 23.3 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 shall be substantially similar to the benefit plan currently provided.
- 23.4 The Obligation of the Employer, with respect to such Health and Welfare Benefit Plan as may be in effect from time to time, is limited to the payment of premiums.
- 23.5 Some or all of the benefits generally available to Continuing Teachers and the Employer may not be available to individual Teachers depending on the individual circumstances of the Teacher, including but not limited to hours worked, and limitations, restrictions and specifications by insurance carriers or insurance policies or plans.
- 23.6 Eligible Continuing Teachers shall pay the full cost of premiums for weekly indemnity and Long Term Disability (LTD) Insurance. The obligation of the Employer, with respect to weekly indemnity and LTD insurance, is limited to sourcing a Plan and administering to the payment of premiums.
- 23.7 The Employer shall pay the premium costs for Eligible Continuing Teachers for Extended Health, Dental and Life insurance benefits. The obligation of the Employer, with respect to such Extended Health, Dental and Life insurance benefits as may be in effect from time to time, is limited to sourcing a Plan and the payment of premiums.
- 23.8 Eligible Continuing Teachers may purchase extended health and dental benefits for dependents by paying the additional premium cost.
- 23.9 An Eligible Continuing Teacher on unpaid leave of absence, or on lay-off with a right of recall, may maintain such benefits as may continue to be available under the terms of the Health and Welfare benefit plan, if the Teacher makes an arrangement with the Employer, in advance, for the Teacher to continue to pay the full cost of the premiums.

Article 24 - Hours at work

- 24.1 A Teacher's pay shall include Contact Hours, preparation time, class-related administrative tasks, lesson planning, marking, addressing student questions, evaluation of students, student feedback, and six (6) mandatory workshops per Article 12.2.
- 24.2 Participation in other school activities, including national or international curriculum design and other duties also may be assigned, but in such cases the Employer will pay the Teacher that Teacher's hourly equivalent rate of pay.
- 24.3 Unless specifically set out, Continuing Teacher compensation is for all hours worked.

4 Block Teachers

- 24.4 Continuing Teachers and Probationary Teachers working a four (4) block schedule normally will not exceed thirty (30) Contact Hours per week. Such Teachers are expected to be on-site at least fifteen (15) minutes before their work day commences, and for a reasonable time after the end of class to answer student questions. Continuing Teacher-work day will include a reasonable eating period, which will be forty (40) minutes, for as long as the teaching schedule permits, but no less than thirty (30) minutes. The Employer may adjust normal work periods for four (4) Block Teachers, however where split shifts are created, the Employer will compensate according to Article 13.
- 24.5 Four (4) Block Continuing Teachers and Probationary Teachers may be asked to substitute, when required. In circumstances where substitution is assigned that creates a five (5) Block working day for a four (4) Block Teacher that Teacher will receive an equivalent hourly rate based on their salary.

3 Block Teachers

- 24.6 Continuing Teachers and Probationary Teachers working a three (3) block schedule normally will not exceed twenty-two and a half (22.5) Contact Hours per week. Normal work periods for such Teachers are 8:15am-2:00 pm or 10:05am-3:50 pm or 12:15pm-5:40 pm. The Employer has the discretion to change the schedule as business needs require.

Their work day begins fifteen (15) minutes before their first scheduled class, continues for a reasonable time after the end of class to answer student questions, and will include a reasonable eating period as stated in Article 24.4 above. Where necessary, the Employer may adjust normal work periods for three (3) Block Teachers. Adjustments to normal work periods may be requested by Teachers and granted at the Employer's discretion. Three (3) Block Teachers shall identify their interest and availability to work substitute assignments, and the Employer shall take that information into consideration when assigning substitute hours.

Article 25 – Salary Compensation

- 25.1 Continuing Teacher salary is based on the Step in the Salary Grid that the Continuing Teacher has reached.
- 25.2 The advancement of a Teacher to the next step in the salary grid is based on the number of Contact Hours the Teacher has worked.
- 25.3 Probationary Teachers commencing employment with the Employer are placed on Step 0 on the Salary grid.
- 25.4 Probationary Teachers remain at Step 0 for 720 Contact Hours, (approximately six (6) months.) Upon successful completion of 720 Contact Hours, the Probationary Teacher becomes a Continuing Teacher, and moves to Step 1.
- 25.5 Teachers will move up one Step on the Salary Scale in Article 25.11 below, upon completion of 1380 Contact Hours.
- 25.6 Probationary and Continuing Teacher salaries will be paid bi-weekly.
- 25.7 Level Coordinators shall receive a bi-weekly stipend of \$100.00 for each pay period that they perform the duties of a level coordinator.
- 25.8 The Employer and the Union agree that the \$5,000 per annum salary adjustment for DELTA or Masters qualification is eliminated, except that any Teacher who received the adjustment as of December 31, 2012 will continue to do so (ie., be “grandfathered”).
- 25.9 Substitute Teachers will be paid an hourly rate of \$31.62 for the Term of this Agreement. The hourly rate includes payment for prep time and four percent (4%) in lieu of vacation. No supplement will be paid for DELTA.
- 25.10 Short Term Contract Teachers will be paid at Step 0 for the Term of this Agreement, except that vacation pay is built into the Step 0 salary that they receive.

25.11 Salary Scale:

Step	<i>3 Block Teachers</i>	<i>4 Block Teachers</i>
0*	\$34,314	\$45,751
1	\$35,686	\$47,582
2	\$37,447	\$49,929
3	\$39,386	\$52,515
4	\$41,355	\$55,140
5	\$43,414	\$57,886
6	\$45,652	\$60,869
7	\$46,786	\$62,381
8	\$47,950	\$63,933
9	\$49,143	\$65,524
10	\$51,874	\$69,165

*Step 0 hourly rate includes payment for four percent (4%) vacation pay.

There will be a one percent (1%) increase to all salary steps effective January 1, 2016

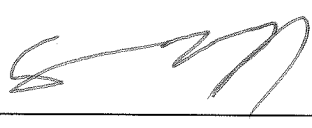
Article 26 - Term of Agreement

- 26.1 The term of the Collective Agreement shall be from January 1, 2014 to December 31, 2016.
- 26.2 Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the life of the Agreement.
- 26.3 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 benefits shall remain in effect until a new Agreement is reached, or until the Association commences a strike, or the Employer commences a lock out.
- 26.4 The Parties agree to exclude the operation of sections 50(2) and (3) of the *Labour Relations Code*.

Dated: July 21, 2014



KAPLAN INTERNATIONAL-VANCOUVER



ETEA

Appendix A: Vacation Allowances

The following table lists Teachers who have original vacation entitlements that exceed four weeks per year.

Name		Vacation Weeks Per Year
Andrea	Berrys	8
Kathleen	Byrne	6
Janice	Clancy	6
Edward	Francis	8
Tim	Girdler	6
Mila	Glavinic	6
Jean	Hayley	6
Jennifer	Hiebert	6
Cynthia	Jones	8
Ly	Lovell	8
Carol	Luchka	6
Karl	Meyer	6
Kim	Rogerson	6
Heather	Shea	8
Terrance	Simpson	8
Chivi	Tran	6
David	Tycho	8
Lisa	Vernon	6

Linda	Yauk	6
Jamie	Wilmott	6