

**COLLECTIVE AGREEMENT**

**BETWEEN**

**H. KLEIN AND ASSOCIATES INC.  
DBA  
BURNABY ENGLISH LANGUAGE CENTRE**  
(hereinafter referred to as the "Employer")

**PARTY OF THE FIRST PART**

**AND**



**LOCAL 378 OF THE CANADIAN OFFICE AND  
PROFESSIONAL EMPLOYEES UNION**  
(hereinafter referred to as the "Union")

**PARTY OF THE SECOND PART**

**TERM: November 25, 2015 to March 31, 2019**

## TABLE OF CONTENTS

### Contents

ARTICLE 1 – PURPOSE OF THE AGREEMENT .....	1
ARTICLE 2 – DEFINITIONS AND INTERPRETATION .....	1
Definitions .....	1
Interpretation .....	2
ARTICLE 3 – UNION RECOGNITION AND RIGHTS .....	3
3.1 Exclusive Bargaining Agent/Bargaining Agent Recognition.....	3
3.2 Dues Check Off.....	3
3.3 Bulletin Board .....	3
3.4 Union Representatives.....	3
3.5 Time Off for Union Business .....	4
3.6 Strike and Lockouts.....	4
3.7 Correspondence .....	4
3.8 Union Access.....	4
3.9 No Other Agreement .....	5
3.10 Information for New Employees .....	5
3.11 Exclusivity of Bargaining Unit Work .....	5
3.12 Transfers.....	5
ARTICLE 4 – HUMAN RIGHTS AND RESPECTFUL WORKPLACE .....	5
4.1 B.C. Human Rights Code .....	5
4.2 Establishment of Respectful Workplace Policies and Procedures .....	5
ARTICLE 5 – MANAGEMENT RIGHTS .....	6
ARTICLE 6 – PERSONNEL RECORDS .....	6
ARTICLE 7 - JOINT CONSULTATION COMMITTEE .....	6
7.1 Joint Consultation Committee.....	6
7.2 Structure.....	7
7.3 Meetings .....	7
ARTICLE 8 – GRIEVANCE PROCEDURE .....	7
8.1 Grievances .....	7
8.2 Time .....	7
8.3 Grievance Procedure .....	7

8.4	Policy Grievances.....	8
ARTICLE 9 – ARBITRATION .....		8
9.1	Referral to Arbitration.....	8
9.2	Arbitrator.....	8
9.3	Expenses .....	8
ARTICLE 10 – CONDUCT AND DISCIPLINE .....		9
10.1	Just Cause.....	9
10.2	Role of Stewards.....	9
10.3	Progressive Discipline .....	9
10.4	Probationary Period.....	9
ARTICLE 11 – SENIORITY.....		9
11.1	Seniority.....	9
11.2	Seniority Defined.....	9
11.3	Loss of Seniority .....	9
11.4	Accrual of Seniority While on Leave.....	9
11.5	Application of Seniority .....	10
ARTICLE 12 – SENIORITY LIST .....		10
ARTICLE 13 – LAYOFF AND RECALL.....		10
13.1	Layoff.....	10
13.3	Recall .....	10
13.4	Recall Procedure .....	10
13.5	Teacher Responsibilities on Recall .....	10
13.6	Substitution Opportunities on Layoff .....	11
13.7	Seniority.....	11
13.8	New Teachers .....	11
13.9	Severance.....	11
ARTICLE 14 – JOB POSTINGS AND SELECTION .....		11
14.1	Postings.....	11
14.2	Selection .....	11
ARTICLE 15 – LEAVES OF ABSENCE .....		11
15.1	Family Emergency & Bereavement Leave .....	11
15.2	Family Responsibility Leave .....	12
15.3	Compassionate Care Leave .....	12
15.4	Reservists Leave .....	12
15.5	Jury Duty.....	12

15.6	Maternity Leave.....	12
15.7	Parental Leave.....	12
15.8	Paid Sick Leave .....	13
15.9	Medical Appointment Leave.....	13
15.10	Others Leaves of Absence .....	13
ARTICLE 16 – SUBSTITUTE TEACHERS.....		13
ARTICLE 17 – SHORT TERM TEMPORARY AND SUBSTITUTE TEACHING ASSIGNMENTS .....		14
17.1	Foreseeable Assignments .....	14
17.2	Procedures for Foreseeable Assignments .....	14
17.3	Probationary Period .....	14
17.4	New and External Teachers .....	14
ARTICLE 18 – PROBATIONARY PERIOD.....		15
18.1	Duration.....	15
18.2	No Guarantee of Minimum Hours .....	15
18.3	Suitability .....	15
18.4	Three Month Check-In.....	15
18.5	Notice of Termination .....	15
18.6	Completion of Probation .....	15
18.7	Period of Separation.....	15
ARTICLE 19 – WAGES AND JOB DESCRIPTIONS.....		15
ARTICLE 20 – PERFORMANCE EVALUATIONS .....		16
ARTICLE 21 – HOURLY COMPENSATION.....		17
	Starting Teaching Rates .....	17
ARTICLE 22 – OVERTIME .....		17
ARTICLE 23 – HOLIDAYS.....		17
ARTICLE 24 – VACATION.....		17
24.1	Vacation Pay.....	17
24.3	Scheduling of Unpaid Vacation .....	18
ARTICLE 25 – HOURS OF WORK.....		18
25.1	Working Hours .....	18
25.2	Portfolio Based Language Assessment (PBLA) Work Time.....	18
ARTICLE 26 – OCCUPATIONAL HEALTH & SAFETY.....		18
26.1	Joint Health and Safety Committee.....	18
ARTICLE 27 – PROFESSIONAL DEVELOPMENT .....		19
ARTICLE 28 – BENEFITS .....		19

ARTICLE 29 – REGISTERED RETIREMENT SAVINGS PLAN.....	19
ARTICLE 30 – GENERAL PROVISIONS .....	20
30.1 Government Action Affecting Agreement.....	20
ARTICLE 31 – TERMS OF AGREEMENT .....	20
ARTICLE 32 – CITIZENSHIP AND IMMIGRATION (CIC) FUNDING AND NEGOTIATIONS.....	21

**This Agreement made**

**Between**

**H. KLEIN AND ASSOCIATES INC.  
DBA  
BURNABY ENGLISH LANGUAGE CENTRE**  
(hereinafter referred to as the "Employer")

**PARTY OF THE FIRST PART**

**and**



**LOCAL 378 OF THE CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION**  
(hereinafter referred to as the "Union")

**PARTY OF THE SECOND PART**

**as evidenced by the signature(s) of their duly authorized representative(s)  
hereinafter affixed.**

## **ARTICLE 1 – PURPOSE OF THE AGREEMENT**

The parties to this Agreement are committed to the joint endeavor of delivering the highest quality of services to the Employer's clients.

It is the general purpose of this Agreement to:

- a) establish and maintain a mutually satisfactory relationship between the Employer and the Union;
- b) set out the agreed terms and conditions of employment for the members of the bargaining unit; and;
- c) provide a mechanism for the prompt and equitable disposition of grievances that may arise between the parties with respect to matters covered under this Agreement.

## **ARTICLE 2 – DEFINITIONS AND INTERPRETATION**

### **Definitions**

- 2.1 Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.

- 2.2 “Contact Hour” means on hour of instruction of students. Contact Hours are assigned by Teaching Periods.
- 2.3 “Teaching Period” means one class, which can be either 180 minutes or a 300 minute period of instruction.
- 2.4 “Regular Teacher” means a Teacher, Instructional Coordinator, Sub Coordinator, or other bargaining unit employee, who has completed the probationary period, is employed on a continuing basis and is paid by the hour in accordance with the number of hours he or she is assigned at any given time.
- 2.5 “Probationary Teacher” means a newly hired Teacher, Instructional Coordinator, Sub Coordinator, or other bargaining unit employee who has not yet completed the probationary period in accordance with Article 18.
- 2.6 “Centre” means the Employer’s Burnaby English Language Centre.
- 2.7 “Date of Hire” or “Original Date of Hire” means the first day in a Teacher’s current period of unbroken service to the Employer.
- 2.8 “Teaching Rate” means the wage paid to a Teacher for each assigned Teaching Period.
- 2.9 “Substitute Teacher” means a Teacher, Instructional Coordinator, Sub-Coordinator, or other bargaining unit employee, who is not a Regular Teacher and does not have regularly assigned teaching hours and is called upon to work on an as and when needed basis.
- 2.10 “Teacher” or “Employee” means a member of the bargaining unit, including a Regular Teacher, a Substitute Teacher, Instructional Coordinator, Sub Coordinator and/or a Probationary Teacher, as applicable.
- 2.11 Senior Teacher means a “Teacher” or “Employee” as defined in 2.10 above who has been employed by the Employer for a minimum of five (5) years.
- 2.12 “Days” mean “working days” and “years” mean “calendar years” unless otherwise specified in the Agreement.

### **Interpretation**

- 2.13 This Agreement shall be interpreted in its entirety and in accordance with applicable laws of the Province of British Columbia and the Government of Canada.
- 2.14 The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid for interpretation.

## **ARTICLE 3 – UNION RECOGNITION AND RIGHTS**

### **3.1 Exclusive Bargaining Agent/Bargaining Agent Recognition**

The Employer recognizes the Canadian Office & Professional Employees Union, Local 378, as the exclusive bargaining agent for all employees in the bargaining unit as described in a Certification issued to the Union on the 17<sup>th</sup> day of December, 2014, or as may be amended from time to time by the Labour Relations Board of British Columbia.

### **3.2 Dues Check Off**

- 3.2.1 All Teachers shall, as a condition of employment, become and remain members of the Union. New Teachers, hired subsequent to the signing of this Agreement, shall become and remain members of the Union as a condition of employment on the first (1<sup>st</sup>) day of employment. The Employer shall advise the Union of newly hired Teachers within fifteen (15) days of the date of their employment.
- 3.2.2 All Teachers shall, as a condition of employment, be required to pay union dues and execute an authorization form providing for the deduction from his or her wages the amount of the dues payable to the Union.
- 3.2.3 The Employer shall, as a condition of employment, deduct from the pay of each Teacher in the bargaining unit the amount of the regular monthly dues and initiation fees owing or payable to the Union by a member of the Union, as established by the Union.
- 3.2.4 Before the Employer is required to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised will continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union or their alternate. In all cases, the Union will provide the Employer with a reasonable notice period to implement any change.
- 3.2.5 All deductions made by the Employer pursuant to this Article shall be remitted to the Union not later than the fifteenth (15) day of the month following the date of a deduction and shall be accompanied by information specifying the names, social insurance number, gross pay, and number of hours worked of the Teachers from whose pay such deductions have been made and the purpose of the deduction and the amount in each case.
- 3.2.6 Union dues deducted by the Employer shall be included on Teacher T4 slips.

### **3.3 Bulletin Board**

The Employer agrees to provide a mutually agreeable space in the teachers' room for a reasonable size bulletin board for exclusive use of the Union. Items posted on this board shall be limited to official Union communications. Any Employer concerns regarding the content of posted items shall be brought to the attention of the Union Representative.

### **3.4 Union Representatives**

- 3.4.1 The Employer recognizes the Union's right to select Job Stewards and any other Union officials or representatives whose duties involve, in whole or in part, representing Employees under this Agreement.



3.4.2 The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union for the purposes of this Agreement and shall promptly notify the Employer of any changes in these names.

3.4.3 There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reasons of membership or activity in the Union.

### **3.5 Time Off for Union Business**

3.5.1 It is understood that Job Stewards will conduct their duties so as to avoid disrupting or interrupting the Employer's operations, including classes. Job Stewards will obtain the permission of the Program Manager before leaving their work and they will only do so in order to perform their duties if those duties are of an urgent nature. Such permission will not be unreasonably withheld.

3.5.2 Subject to operational requirements, leave of absence without pay but without loss of seniority will be granted to:

- (i) A maximum of two (2) representatives of the Union on the Union's Bargaining Committee;
- (ii) Teachers required to appear as witnesses for the Union before an Arbitration Board, the B.C. Labour Relations Board, or the B.C. Human Rights Tribunal;
- (iii) Job Stewards supervising ballot boxes and other related functions during ratification votes;
- (iv) Up to two Teachers elected as the Union's representatives to attend Joint Consultation Committee meetings;
- (v) Job Stewards attending union seminars and training courses up to a maximum of three days per calendar year.

3.5.3 The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause.

### **3.6 Strike and Lockouts**

3.6.1 The Employer and Union recognize that all parties are subject to the provisions of the B.C. Labour Relations Code.

3.6.2 The Employer and Union agree that there will be no strikes or lockouts so long as this Agreement continues in legal force and effect.

### **3.7 Correspondence**

Unless otherwise indicated, all correspondence between the parties regarding grievances or other items of significance arising out of this Agreement shall be sent to the Program Manager or their designate and the President of the Union or their designate.

### **3.8 Union Access**

The Employer agrees that access to its premises shall be allowed to any representative(s) of the Union for the purpose of carrying out union business. It is understood and agreed that the Union representative(s) visiting the workplace premises of the Employer shall not interfere in the work performed by employees. The Union shall notify the Employer at least forty-eight hours in advance of any planned worksite visit.

### **3.9 No Other Agreement**

The Employer agrees not to enter into any agreement with any employee or group of employees which conflicts with the terms and conditions of this Agreement.

### **3.10 Information for New Employees**

The Employer agrees that Job Steward shall be given, upon request, an opportunity for one (1) hour within the first thirty (30) days of employment to acquaint the new employee with the benefits and duties of Union membership and the Employee's responsibilities and obligations to the Employer and the Union. The timing of this one hour period shall be determined by mutual agreement of the Job Steward and Manager and shall take place during the job training and orientation of the new employee(s). Time spent by the Job Steward in carrying out their duties under this clause shall be paid for by the Union.

### **3.11 Exclusivity of Bargaining Unit Work**

Duties normally performed by employees within the bargaining unit will not be assigned to or performed by non-bargaining unit employees except in the case of short-term emergency circumstances, or as expressly provided for in this Agreement. The Parties recognize that members of the administrative staff have occasionally provided in-class assistance to Teachers and that this practice shall be allowed to continue.

### **3.12 Transfers**

Each employee shall have a designated permanent headquarters which shall be the location where the employee normally works. Employees who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive collective bargaining agent where such employees are required to perform work functions anywhere within the Province or British Columbia or elsewhere when on temporary assignment and performing such work functions on behalf of the Employer. The Parties recognize that nothing in this Clause prohibits a bargaining unit employee from changing headquarters through a job selection process, or by mutual agreement with the Employer. However, employee(s) who transfer voluntarily to a location not included in the Union's Certification shall cease to be members of the Union.

## **ARTICLE 4 – HUMAN RIGHTS AND RESPECTFUL WORKPLACE**

### **4.1 B.C. Human Rights Code**

The Employer and the Union subscribe to the principles of the *B.C. Human Rights Code*, R.S.B.C. 1996, c. 120, as amended.

### **4.2 Establishment of Respectful Workplace Policies and Procedures**

The Parties agree that following the ratification of this Collective Agreement a set of policies and procedures shall be created and implemented to ensure the maintenance of a respectful, harassment and discrimination free, workplace. Such policies and procedures shall be established and agreed upon by the Union and Employer representatives to the Joint Consultation Committee. Both Parties agree to adhere to these policies and procedures upon their implementation.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

The Union recognizes and acknowledges that except to the extent specifically limited by this Agreement the Employer reserves all management rights and it is the Employer's exclusive right to manage its operations and direct Teachers. Without limiting the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Make, alter and enforce rules and regulations, policies and practices to be observed by its Teachers;
- c) Operate and manage the Employer's business in order to satisfy its commitments and responsibilities, including determining the location of operations or their curtailment, scheduling work that needs to be performed, creating or amending job descriptions, determining job content and quality and quantity standards, the establishment, alteration or abolishment of work or job assignments, determining the qualifications of a Teachers to perform any particular job, and determining the number of Teachers needed at any given time;
- d) Select and implement teaching methods, technology, and teaching aids and to change and discontinue the same;
- e) Manage the business of the school without interference;
- f) Hire, assign work, classify, transfer, promote, and demote, lay off and recall Teachers; and
- g) Discharge, suspend or otherwise discipline Teachers.

Such management rights shall be exercised in a manner which shall not be inconsistent with the terms of this Agreement.

## **ARTICLE 6 – PERSONNEL RECORDS**

- 6.1 The Employer shall keep a personnel file containing any letters of warning, reprimand, and discipline. On reasonable notice, a Teacher shall have access to his or her personnel file and may make copies of anything on that file.
- 6.2 No negative comment or report about any employee shall be placed in any personnel file unless the employee concerned is first given a copy of the information in a timely manner.

## **ARTICLE 7 - JOINT CONSULTATION COMMITTEE**

### **7.1 Joint Consultation Committee**

- 7.1.1 The parties agree to establish a Joint Consultation Committee as required by Section 53 of the Labour Relations Code in order to promote the co-operative resolution of workplace issues.
- 7.1.2 The purpose of this Committee is to serve as a vehicle for joint discussion and consultation, with a view to ensuring excellent service to clients of the centre and productive labour relations. It is not intended to serve as a supplement or an alternative to the grievance/arbitration process.

7.1.3 The Joint Consultation Committee has no power to interpret, modify or vary the terms of this Agreement. This can only be accomplished by mutual agreement through a Letter of Understanding.

## **7.2 Structure**

The Committee shall be comprised of one or two representative(s) selected by the Employer and one or two representative(s) selected by the Union.

## **7.3 Meetings**

On the request of either party, the Committee shall meet at least once every two months at a mutually agreeable time and place. The Committee shall not meet while the Parties are engaged in collective bargaining.

# **ARTICLE 8 – GRIEVANCE PROCEDURE**

## **8.1 Grievances**

The Employer and the Union recognize that grievances may arise concerning:

- a) differences or disputes between the Employer and the Union over the interpretation or application of this Agreement including a question as to whether a matter is arbitrable;
- b) or the dismissal, discipline, or suspension of a Teacher covered by this Agreement.

## **8.2 Time**

8.2.1 The Employer and the Union agree that it is of the utmost importance to resolve grievances as quickly as possible.

8.2.2 The time limits set out for each step of the grievance procedure and referral to arbitration are mandatory and may only be extended by mutual agreement in writing between the Employer and the Union. If the Employer or the Union does not present a grievance to the next higher level within either the prescribed time limit or the agreed extended time limit, the grievance will be deemed to be null and void.

## **8.3 Grievance Procedure**

8.3.1 The following procedure will be followed in the settlement of disputes arising out of the Agreement.

### **Step 1**

Within seven (7) days from the days of the alleged violation of the Agreement a Teacher must submit his/her verbal grievance to the Program Manager or his/her designate. A Job Steward may attend at the request of the Teacher. The Employer or Union shall render a verbal decision to the grievor within five (5) days following their initial discussion.

### **Step 2**

Failing a satisfactory settlement at Step 1, the grievance must be submitted in writing within seven (7) days of receipt of the decision at Step 1 (or expiry of the time period for such decision) by the Union to the Program Manager or her designate. When presented with a written grievance at Step 2, the recipient shall sign and date said grievance.

The grievance must state the nature of the grievance and the circumstances from which it arose as well as the article or articles alleged to have been violated and the nature of the relief or remedy sought.

A decision in writing will be rendered by the Employer to the Union within ten (10) days following the submission of the written grievance.

### **Step 3**

Failing a satisfactory settlement at Step 2, in writing within ten (10) days of receipt of the response at Step 2 (or the expiry of the time period for such response), the grievance must be submitted to the Program Manager or designate. Within ten (10) days of receipt of the grievance at Step 3, the Program Manager or designate and the Union Representative shall consider the grievance at a meeting and attempt to resolve the dispute, or mutually agree to waive the meeting.

A written disposition from the recipient of the grievance will be rendered within ten (10) days of the date of any meeting held, or ten (10) days following the date that the meeting is waived.

- a) All policy grievances, job selection grievances, Employer grievances against the Union, and grievances regarding suspensions or dismissals would automatically begin at Step 3 of the Grievance Procedure. A copy of any written notice of suspension or dismissal shall be forwarded to the Union within seven (7) days.
- b) In the event of a conflict of interest at any level, the Union or Employer shall have the right to initiate and present a grievance commencing at the next level.

## **8.4 Policy Grievances**

A policy grievance is defined as a difference arising between the Employer and the Union involving an Employer policy or procedure and/or a general question of the application, interpretation or alleged violation of a specific provision(s) of this agreement.

## **ARTICLE 9 – ARBITRATION**

### **9.1 Referral to Arbitration**

After exhausting the grievance procedure in Article 8 – Grievance Procedure, either party may notify the other party in writing within ten (10) days from the date of receipt of the written disposition at Step 3 that the grievance is being submitted to arbitration. This time limit may only be extended by mutual agreement of the parties in writing.

### **9.2 Arbitrator**

A single arbitrator will be selected by mutual agreement by the parties. The arbitrator's decision shall be final and binding upon the parties. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement. The arbitrator shall have the right to modify disciplinary action.

### **9.3 Expenses**

The expenses of the arbitrator shall be equally divided between the Employer and the Union. Any witnesses called by the parties will be at the expense of the party who calls the witness.

## **ARTICLE 10 – CONDUCT AND DISCIPLINE**

### **10.1 Just Cause**

Teachers may be disciplined or dismissed for just cause.

### **10.2 Role of Stewards**

10.2.1 If the Employer intends to meet with a Teacher to issue discipline or dismiss the Teacher, or for the purposes of investigating circumstances which may lead to discipline or dismissal, the Teacher shall have the right to have a Job Steward present, providing that this does not result in any undue delay.

10.2.2 Clause 10.2.1 shall not apply to discussions that are of an operational nature, or other discussions that do not involve disciplinary action.

### **10.3 Progressive Discipline**

The parties recognize the principles of progressive discipline but acknowledge that certain cases of serious misconduct may warrant immediate dismissal or other significant disciplinary penalties such as lengthy suspensions.

### **10.4 Probationary Period**

This Article does not apply to Teachers during the probationary period. The dismissal of a Teacher during their probationary period shall be subject to Article 18 – Probationary Period.

## **ARTICLE 11 – SENIORITY**

### **11.1 Seniority**

Seniority rights shall apply only to the extent expressly provided in this Agreement.

### **11.2 Seniority Defined**

Seniority for a Regular Teacher shall be based on the Teacher's date of hire as a Regular Teacher plus any credit for time worked as a Substitute Teacher, where applicable.

### **11.3 Loss of Seniority**

The seniority of a Teacher shall be permanently lost 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 13 - Layoff and Recall of this Agreement;
- e) the Teacher fails to respond and return to work as required if recalled pursuant to Article 13 – Layoff and Recall of this Agreement;
- f) the employee fails to maintain membership in good standing in the Union.

### **11.4 Accrual of Seniority While on Leave**

Where this Agreement specifically provides for the accrual of seniority while on a leave of absence, the calculation of the amount of seniority accrued shall be based on the average number of hours accumulated by the Teacher in the twelve (12) months immediately preceding the leave. The accrued seniority shall be implemented upon the Teacher's return to work following the leave.

### **11.5 Application of Seniority**

- 11.5.1 The parties recognize that job security shall increase in proportion to length of seniority as herein defined.
- 11.5.2 The parties recognize the preference with regards to vacation days shall increase in proportion to length of seniority as detailed elsewhere in this Agreement. It is understood that this Clause shall be applied where not otherwise prohibited by the requirements of Citizenship and Immigration Canada (CIC); i.e. in the event of designated mandatory closure dates.
- 11.5.3 The parties recognize that preference in job selection shall increase in proportion to length of seniority where skills, knowledge, and ability are relatively equal as detailed elsewhere in this Agreement.

## **ARTICLE 12 – SENIORITY LIST**

- 12.1 The Employer agrees to post a current seniority list for Regular Teachers in the months of January, June and September of each calendar year and to supply a copy to the Union.
- 12.2 A Regular Teacher who wishes to grieve his or her seniority may do so in accordance with the provisions of Article 8. If no such grievance is raised, the Teacher is deemed to have accepted the seniority list as accurate.

## **ARTICLE 13 – LAYOFF AND RECALL**

### **13.1 Layoff**

- 13.1.1 If a reduction in staff is necessary, the Employer will lay off staff on the basis of seniority, client needs, including continuity of instructor and client/instructor fit and instructor availability. If there are no particular considerations that arise with respect to client needs and instructor availability, layoffs will be done in reverse seniority order.
- 13.1.2 Employees shall be provided with a minimum of two (2) weeks notice of layoff or pay in lieu.

### **13.2 Recall**

- 13.2.1 Within a twelve (12) month period after being laid off, Regular Teachers are eligible for recall.
- 13.2.2 If a Regular Teacher has not been recalled after twelve (12) months, his or her employment shall be deemed terminated.

### **13.3 Recall Procedure**

- 13.3.1 Recall shall be on the basis of seniority, client needs, including continuity of instructor and client/instructor fit and instructor availability. If there are no particular considerations that arise with respect to client needs and instructor availability, recall shall be in seniority order.

### **13.4 Teacher Responsibilities on Recall**

- 13.4.1 Teachers on recall are responsible for providing the Employer with accurate and current contact information including a telephone number and email address.
- 13.4.2 Teachers on recall shall respond to a recall request to return to work within two (2) working days, unless extended by mutual agreement of the Teacher and the manager. Failure to do

so will result in loss of seniority and the Teachers employment will be terminated, unless they have notified the Employer in advance that they will be unavailable at the time in question.

### **13.5 Substitution Opportunities on Layoff**

A Teacher on layoff with recall rights will be offered substitute work in accordance with *Article 17 – Short Term Temporary Teaching Assignments*. In such a situation, recall rights are not affected whether the Teacher accepts the work or not.

### **13.6 Seniority**

Seniority accumulated prior to layoff shall be reinstated at the time of recall.

### **13.7 New Teachers**

New Teachers shall not be hired before considering laid off Teachers.

### **13.8 Severance**

The Parties agree that in the event that an Employee is laid off without sufficient notice per this Agreement they shall receive severance pay in accordance with the Employment Standards Act of British Columbia.

## **ARTICLE 14 – JOB POSTINGS AND SELECTION**

### **14.1 Postings**

All new or vacant Regular Teacher positions shall be posted at the Centre for a period of seven (7) days. The Employer may elect to advertise externally simultaneously with the internal posting.

### **14.2 Selection**

14.2.1 The Employer shall ensure that no discrimination or favoritism affects any particular candidate.

14.2.2 Preference in selection for jobs within the bargaining unit shall be given to applicants in the bargaining unit who have the ability and qualifications to perform the job.

14.2.3 Should more than one (1) employee within the bargaining unit meet the above requirements, then preference shall be given to the senior employee.

14.2.4 If no applicant from within the bargaining unit meet the above requirements the Employer may fill the new or vacant position by hiring outside the bargaining unit. Such outside hire must meet the qualifications for the job.

14.2.5 It is understood and agreed that any knowledge, qualifications, skills and/or abilities, or equivalencies which are established for any job must be reasonably, fairly, and consistently applied.

## **ARTICLE 15 – LEAVES OF ABSENCE**

### **15.1 Family Emergency & Bereavement Leave**

Each employee is entitled to three and a half (3.5) days of paid leave in each calendar year to be used for the following purposes:

a. In the event that an Employee must attend to unavoidable family emergencies;



- b. In the event of the death of a child, step-child, spouse, common law spouse, same-sex spouse, parent, step-parent, sibling, step-sibling, grandparent, grandparent in-law, or any person who is acting in loco parentis.

The first three (3) days of such leave shall be at full pay. The fourth day shall be at 50% pay. The Employer may, at its sole discretion, grant additional days without pay.

## **15.2 Family Responsibility Leave**

Each Employee is entitled to five (5) days of family responsibility leave per the Employment Standards Act. The first three (3) days of family responsibility leave shall be at full pay. The remaining two (2) days of family responsibility leave shall be unpaid.

## **15.3 Compassionate Care Leave**

An employee can take up to eight (8) weeks of unpaid leave within a twenty-six (26) week period to care for or support a gravely ill family member. Such leave shall be in accordance with the B.C. Employment Standards Act.

## **15.4 Reservists Leave**

A Teacher who is a reservist as that term is defined in the B.C. Employment Standards Act may take unpaid leave while deployed to a Canadian Forces operation, including pre-deployment and post-deployment activities, or while deployed to assist with an emergency. Whenever possible, the Teacher must provide at least four (4) weeks of notice of such leave.

## **15.5 Jury Duty**

An employee who is required to attend court as a juror is considered to be on unpaid leave for the period of the jury duty.

## **15.6 Maternity Leave**

15.6.1 A pregnant Teacher may take up to seventeen (17) consecutive weeks of unpaid leave beginning no earlier than eleven (11) weeks before the expected birth date and no later than the actual birth date and ending no earlier than six (6) weeks after the actual birth date unless requested by the employee, and no later than seventeen (17) weeks after the actual birth date.

15.6.2 A Teacher may take up to an additional six (6) consecutive weeks of unpaid leave when her maternity leave ends if she is unable to return to work for reasons related to the birth or the termination of the pregnancy.

15.6.3 A request for maternity leave must be made in writing at least four (4) weeks before the day the Teacher proposes to begin leave, and if requested by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual return date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Article 15.6.2.

## **15.7 Parental Leave**

15.7.1 A Teacher who is a birth mother may take up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the maternity leave taken under Article 15.5.

15.7.2 A Teacher who is a parent other than the birth mother may take up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.

15.7.3 An adopting parent or a parent who uses a surrogate may take up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.

- 15.7.4 If the child has a physical, psychological or emotional condition requiring an additional period of parental care, a Teacher is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the initial parental leave.
- 15.7.5 A request for parental leave must be made in writing at least four (4) weeks before the Teacher proposes to begin the leave, and if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the Teacher's entitlement to leave.
- 15.7.6 A Teacher's combined entitlement to maternity and parental leave is limited to fifty-two (52) weeks plus any additional leave the Teacher is entitled to under Article 15 of this Agreement.

#### **15.8 Paid Sick Leave**

Regular Teachers shall be entitled to eighteen (18) paid days of sick leave per calendar year to be used only in the event of absence due to illness. The Employer may request a doctors note for absences exceeding three consecutive days in duration. Misuse of paid sick leave will be subject to discipline up to and including possible termination of employment.

#### **15.9 Medical Appointment Leave**

Teachers shall be given a paid leave of absence of up to three (3) hours on each occurrence for medical appointments where such appointments cannot be scheduled outside of working hours. This clause shall apply equally for medical appointments for dependent family members where no other caregiver is readily available.

#### **15.10 Other Leaves of Absence**

*At the Employer's sole discretion*, a leave of absence without pay may be granted to an employee for purposes not specifically addressed in this Article.

### **ARTICLE 16 – SUBSTITUTE TEACHERS**

- 16.1 A Substitute Teacher is a Teacher who is not a Regular Teacher and does not have regularly assigned teaching hours and is called upon to teach from time to time.
- 16.2 Seniority for Substitute Teachers shall be based on accumulated hours from the Teacher's date of hire as a Substitute Teacher. Such seniority shall apply for the purposes of job selection and the offering of short-term temporary and substitute teaching assignments only.
- 16.3 If a Substitute Teacher has no teaching assignments for six (6) consecutive months, then the Teacher's seniority shall be permanently lost and his or her employment automatically terminated.
- 16.4 The seniority of a Substitute Teacher shall also be permanently lost in accordance with Article 11.3 as applicable.
- 16.5 If a Substitute Teacher is subsequently hired as a Regular Teacher, he or she shall be placed on the Regular Teacher seniority list in accordance with their date of hire as a Substitute Teacher up to a maximum of two years credit.

## **ARTICLE 17 – SHORT TERM TEMPORARY AND SUBSTITUTE TEACHING ASSIGNMENTS**

### **17.1 Foreseeable Assignments**

Foreseeable substitute and short-term temporary teaching assignments (such as summer term teaching positions) shall be offered in the following order of priority;

1. Regular Teachers, provided that they have the appropriate ability and qualifications to perform the work in question and are available given their existing teaching assignment(s);
2. Substitute Teachers on the current substitute teacher list in order of seniority, provided that they have the appropriate ability and qualifications to perform the work in question;

### **17.2 Procedures for Foreseeable Assignments**

17.2.1 Teachers are responsible for providing the Employer with an accurate and current telephone number.

17.2.2 In assigning foreseeable substitute and short-term temporary teaching assignments, the Sub-Coordinator will make one phone call to the appropriate Teacher in the order described in Article 17.1. If the Teacher refuses the teaching opportunity, the Sub-Coordinator will proceed to contact the next Teacher on the priority list. In the event that the phone call goes to voicemail, the Sub-Coordinator will leave a message indicating the availability of a work assignment and requesting a call back. In the event that the Teacher receiving the voicemail returns the call before the work has been otherwise assigned they shall receive the work assignment.

17.2.3 The procedures described in this Article do not apply to unforeseen, unplanned or last minute substitution opportunities.

### **17.3 Probationary Period**

Time spent as a Substitute Teacher does not count toward the completion of the Probationary Period for a Regular Teacher position.

### **17.4 New and External Teachers**

17.4.1 The Employer will consider all internal candidates for short-term temporary and substitute teaching assignments before hiring a new Teacher.

17.4.2 Where no internal candidate with the appropriate ability and qualification for a temporary or substitute teaching assignment is available, then the Union agrees that the work may be assigned to non-bargaining unit members.

## **ARTICLE 18 – PROBATIONARY PERIOD**

### **18.1 Duration**

The probationary period for a newly hired Teacher shall be six (6) months from the date of hire.

### **18.2 No Guarantee of Minimum Hours**

There is no guarantee that a Teacher shall be entitled to any minimum number of hours during the probationary period.

### **18.3 Suitability**

During the probationary period, the Employer may terminate a Probationary Teacher if it deems that Teacher unsuitable for continued employment, regardless of whether there is just cause for such termination. The decision as to whether a Teacher is suitable for continued employment is within the sole discretion of the Employer so long as that decision is not arbitrary, discriminatory, or made in bad faith.

### **18.4 Three Month Check-In**

Upon completion of the first three (3) months of the probationary period, the Probationary Teacher shall meet with the manager to review their progress in the role. The manager shall inform the Probationary Teacher of any deficiencies and shall provide appropriate training and coaching aimed at overcoming them. A Job Steward may be present during this meeting at the request of the Probationary Teacher.

### **18.5 Notice of Termination**

If a Teacher is terminated for unsuitability during the probationary period, after three (3) months, the Employer shall provide the Teacher with one (1) weeks' notice or one (1) weeks' average earnings in lieu of notice.

### **18.6 Completion of Probation**

Teachers who successfully complete their probationary period shall be placed on the seniority list in accordance with their date of hire.

### **18.7 Period of Separation**

Any Teacher re-employed by the Employer after a period of separation from his or her employment of greater than one (1) year shall again be subject to the probationary period.

## **ARTICLE 19 – WAGES AND JOB DESCRIPTIONS**

19.1 The Employer's regular pay schedule is to pay Teachers on the 15<sup>th</sup> and the final calendar day of each month. The Employer will provide reasonable notice to the Union before it changes its regular pay schedule.

19.2 The Employer is entitled to recover any overpayment from Teachers. The schedule of any such repayments shall be mutually agreed by the manager and the Teacher.

- 19.3 Within six (6) months of the effective date of this Agreement the Employer shall develop a wage scale for all bargaining unit positions as well as the place on this scale of each bargaining unit employee. No employee shall have their rate of pay reduced as a result of the implementation of the wage scale. Any disagreement between the parties with regards to the implementation of the wage scale shall be subject to the grievance process. Once complete, the wage scale shall form part of this Agreement and be attached at Appendix "A".
- 19.4 The Employer agrees to provide job descriptions describing the basic responsibilities for each position within the bargaining unit and its placement on the wage scale. In the event of changes to any Job Description, a copy of the new Job Description shall be forwarded to the Union Representative. The job descriptions shall be attached as Appendix "D" of this Agreement.
- 19.5 The following general wage increases shall be implemented during the life of this Agreement:  
April 1, 2016 – 3%  
April 1, 2017 – 3%  
April 1, 2018 – 3%

## **ARTICLE 20 – PERFORMANCE EVALUATIONS**

- 20.1 Where the Employer conducts a formal evaluation of a Teacher's job performance, including performance evaluations and classroom observations, and that formal evaluation may be relied upon by the Employer in the future, the Teacher shall be provided with a copy of that evaluation and additional feedback as appropriate. If necessary, every effort will be made to provide a Teacher with coaching with the goal of helping that Teacher improve their performance and/or continue their professional development.
- 20.2 Any performance evaluation document shall contain a section for the inclusion of Teacher comments related to performance, the completion of which shall be at the option of the Teacher.
- 20.3 Where the Employer intends to carry out a classroom observation as part of a Teacher's regular Performance Evaluation the Teacher shall be given no less than two (2) days advance notice.
- 20.4 Performance Evaluations shall be conducted on an annual basis for all members of the bargaining unit who are not Senior Teachers. Performance evaluations shall be conducted once every two (2) years for Senior Teachers. In the event that a Senior Teacher receives a performance evaluation which indicates performance shortcomings requiring improvement they shall receive annual performance evaluations until such time that the necessary improvements have been made.
- 20.5 Should the Union believe that a performance evaluation is unfair, inaccurate, arbitrary, discriminatory, or performed in bad faith, it may pursue the matter via the grievance process.

## **ARTICLE 21 – HOURLY COMPENSATION**

### **Starting Teaching Rates**

When a Teacher is hired, the starting Teaching Rate for that Teacher shall be in accordance with qualifications and experience as follows:

Baseline: BA + CAN TESL + 2 years teaching LINC / ELSA experience 1 - \$31.78 per hour.

## **ARTICLE 22 – OVERTIME**

- 22.1 Teachers shall be paid overtime at a rate of one and a half (1 ½) for all hours worked in excess of forty (40) in a week.
- 22.2 Teachers shall be paid overtime at a rate of time and one half (1 ½) for all hours worked in excess of eight (8) in one day.
- 22.3 Teachers shall be paid double time for all hours worked in excess of twelve (12) in one day.

## **ARTICLE 23 – HOLIDAYS**

- 23.1 The Employer recognizes the following paid holidays: New Years Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day. In addition, any public holiday gazetted, declared or proclaimed by the Federal Government or the Government of the Province of British Columbia shall be deemed to be a paid holiday for the purposes of this Agreement.
- 23.2 Teachers shall receive holiday pay according to the formula in section 45 of the Employment Standards Act.
- 23.3 Where a paid holiday occurs during a Teachers vacation, the Teacher shall be paid for the holiday and shall not use vacation time for that day.

## **ARTICLE 24 – VACATION**

### **24.1 Vacation Pay**

The parties agree that vacation pay entitlement shall be as follows:

Up to one (1) full year of service - 4% vacation

Second year of service - 6% vacation

Third year of service - 7% vacation

Ninth year of service - 9% vacation

Tenth year of service - 10% vacation

- 24.2 Teachers must take their annual vacation within twelve (12) months of completing the year of employment entitling the Teacher to the vacation. Vacation pay shall be paid out during

scheduled school closures. Teachers shall be entitled to take a period of time equivalent to their earned vacation pay as unpaid vacation subject to Clause 24.3 below.

### **24.3 Scheduling of Unpaid Vacation**

- 24.3.1 Employees who wish to take time off for unpaid vacation shall make such request to the Employer at least one (1) week in advance. Such unpaid vacation requests shall be granted on a first-come, first-served basis subject to operational requirements, and will not be unreasonably denied.
- 24.3.2 Teachers shall be entitled to take their unpaid vacation in unbroken periods of at least one (1) week but they are not obligated to do so.

## **ARTICLE 25 – HOURS OF WORK**

### **25.1 Working Hours**

- 25.1.1 The Employer will schedule employees based on client needs, including the continuity of Teacher and client/Teacher fit and Teacher availability. If there are no particular considerations that arise with respect to client needs and instructor availability, scheduling will be done on the basis of seniority.
- 25.1.2 During the calendar year all Regular Teachers shall advise the Employer of their availability. Such availability cannot be changed during a calendar quarter. Teachers must provide the Employer with any restriction on availability fifteen (15) calendar days in advance of commencement of the next quarter.
- 25.1.3 No employee shall work more than five (5) consecutive hours without receiving an unpaid meal break of at least thirty (30) minutes to be taken at or near the mid-point of the working day.

### **25.2 Portfolio Based Language Assessment (PBLA) Work Time**

The Employer agrees to provide a period of no less than three (3) hours per month of paid non-instructional time during regular working hours in order to ensure adequate time for the completion of all PBLA-related work.

## **ARTICLE 26 – OCCUPATIONAL HEALTH & SAFETY**

### **26.1 Joint Health and Safety Committee**

- 26.1.1 The parties shall establish a Joint Health and Safety Committee as required under the Workers Compensation Act. The Health and Safety Committee shall have the responsibilities as set out in Division 4 of the Workers Compensation Act, as amended from time to time.
- 26.1.2 The Joint Health and Safety Committee shall consist of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union.
- 26.1.3 Union representatives to the Committee shall suffer no reduction in wages, benefits or other rights or entitlements under this Agreement for time spent in attending Joint Health and Safety Committee meetings or other functions related to committee activities as designated and approved by the committee.
- 26.1.4 All minutes of Joint Health and Safety Committee meetings shall be recorded in a mutually agreed upon form and manner with a copy provided to both the Employer and the Union.

## **ARTICLE 27 – PROFESSIONAL DEVELOPMENT**

- 27.1 Where requested, and deemed appropriate, the Employer will assist in defraying the costs of certain courses and educational programs related to professional development in their current or future employment with the Employer.
- 27.2 The Employer agrees to provide a minimum of one and a half (1.5) days of professional development per year. Where opportunities exist to increase this amount the parties shall discuss via the Joint Consultation Committee.
- 27.3 Where Teachers are required to attend professional development sessions they shall be scheduled during regular working hours.
- 27.4 The Employer shall ensure, in providing employees with training and/or educational opportunities, that no discrimination or favouritism affects any employee.

## **ARTICLE 28 – BENEFITS**

- 28.1 The Employer agrees to maintain materially the same level of benefits and benefit entitlements throughout the term of this Agreement.
- 28.2 The Employer shall obtain a summary of the existing benefits from the benefits provider. The summary shall be attached to this Agreement as Appendix “B”.

## **ARTICLE 29 – REGISTERED RETIREMENT SAVINGS PLAN**

- 29.1 The Employer shall maintain its existing Registered Retirement Savings Plan (RRSP) in its present form at the effective date of this Agreement, except where expressly altered below.
- 29.2 The RRSP is deemed to form part of and be incorporated into this Agreement. The RRSP provisions shall be set out in full in Appendix “C” of this Agreement.
- 29.3 Participation in the RRSP shall be voluntary for all employees in the bargaining unit who have completed their probationary period.
- 29.4 The maximum matching contribution rate shall be as follows:
- At the effective date of this Agreement – 2%
  - Effective April 1, 2016 – 2.75%



## **ARTICLE 30 – GENERAL PROVISIONS**

### **30.1 Government Action Affecting Agreement**

30.1.1 If any article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation arising from the legislative or judicial branch of the federal, provincial or territorial governments, the following shall apply:

- The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.
- The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree.
- If mutual agreement cannot be reached, the matter may, at the option of either party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.

30.1.2 Where legislation provides better terms or conditions of employment for any employee(s) than is provided for in this Agreement, such legislation shall apply and prevail.

## **ARTICLE 31 – TERMS OF AGREEMENT**

31.1 The Collective Agreement shall be in force from November 25, 2015 until and including March 31, 2019.

31.2 In the event that the Employers current negotiation process with Citizenship and Immigration Canada (CIC) results in a contract which is shorter in duration than anticipated, and therefore expires prior to the year 2019, either party may give written notice within four months of the CIC contract's expiry, to reopen the collective agreement for bargaining. Should this occur, the Agreement shall continue in full force until a new collective agreement is signed.

31.3 During the period when negotiations are being conducted between the parties for the renewal of this collective agreement, this Agreement shall continue in full force and effect until a new collective agreement is signed: This clause shall not affect either parties right to enter into a legal strike or lockout.

31.4 This Agreement shall remain in full force and effect until such time as the parties have concluded a new Collective Agreement. Should a legal strike or lockout occur, the Collective Agreement shall be suspended for those persons who are on strike or locked out. In the event of a partial strike or lockout the Collective Agreement will continue to be in full force and effect for those people who continue to work but will be suspended for those people who are not working.

31.5 The parties agree to exclude the operation of sections 50(2) and 50(3) of the Labour Relations Code, as amended from time to time.

31.6 Amendments to this Agreement may be made by written agreement of the parties at any time during the term of the Agreement.

## **ARTICLE 32 – CITIZENSHIP AND IMMIGRATION (CIC) FUNDING AND NEGOTIATIONS**

32.1 The Union recognizes that the Employers source of funding for its operations is a contract negotiated from time to time with Citizenship and Immigration Canada (CIC)

32.2 The monetary items in Articles 15, 19 and Schedule A, 21, 23, 27 and 28 and Schedule B and 29, are subject to funding authorization from Citizenship and Immigration Canada. In the event that funding for the above Articles/provisions is not provided, or is provided at a reduced amount, the parties will meet under section 54 of the BC Labour Relations Code and attempt to agree on an adjustment plan amending the necessary Articles/provisions in order to ensure the operational viability of the Employer's operation while minimizing negative impacts on the bargaining unit. However, the Union agrees that it will not challenge the sufficiency of the notice (less than 60 days) in the event Citizenship and Immigration Canada does not provide the Employer with 60 days' notice of its funding decisions. Failing agreement in the section 54 meetings, the above Articles/provisions affected will be amended based on the funding authorization from Citizenship and Immigration Canada. Nothing in this provision restricts the Employer's decision to end some or all of the classes based on the negotiations with Citizenship and Immigration Canada. In the event that some or all classes are ended Article 13 shall apply.

32.3 During the Call for Proposals (CFP) process the Employer shall meet with a representative designated by the Union no less than one (1) time to discuss the proposal and provide an opportunity for feedback.

This Agreement is signed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**FOR:**  
**H. Klein and Associates DBA**  
**Burnaby English Language Centre**

\_\_\_\_\_  
"Original copy Signed"  
Mark Batt, Program Manager

\_\_\_\_\_

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**FOR:**  
**MoveUP, Local 378 of the Canadian Office**  
**and Professional Employees Union**

\_\_\_\_\_  
"Original copy Signed"  
Stephen Von Sychowski, Union Representative

\_\_\_\_\_  
"Original copy Signed"  
Tiffany Bayne

\_\_\_\_\_  
"Original copy Signed"  
Cathy Chambers

\_\_\_\_\_  
"Original copy Signed"  
Shelley MacDonald-Lin

